

Date: 6 February 2018
Reference: 2016/5358/P

London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

DX 161055 Kings Cross 4
Direct 020 7974 3419
Fax 020 7974 1920

e-mail: neil.vokes@camden.gov.uk
www.camden.gov.uk

David Joyce
Director of Regeneration and Planning
London Borough of Camden
5 Pancras Square
London
N1C 4AG

Dear David

RE: SHADOW SECTION 106 AGREEMENT
BACTON LOW RISE ESTATE
PLANNING REFERENCE 2016/5358/P

I refer to the above matter.

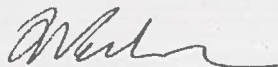
The Local Planning Authority requires that I make an unequivocal written statement from myself confirming two matters in relation to the above application. Please accept this letter in compliance with that requirement.

I have read and understood the obligations contained in the attached shadow s106 Agreement.

I hereby confirm that the Regeneration and Development Department, in the construction and operation of the development at Bacton Low Rise Estate, will comply with the conditions marked with an asterisk in the planning permission referenced 2014/3633/P in the manner set out in the obligations contained within the attached shadow s106 Agreement.

I also further confirm that my Department will not dispose of any relevant interests in the land at the Bacton Low Rise Estate development without first ensuring that any new owner with the relevant interest simultaneously executes a Section 106 Agreement securing the obligations contained in the shadow s106 Agreement.

Yours sincerely



Neil Vokes
Director for Development
London Borough of Camden

DATED

2018

(1) LIMITED

and

(2) MORTGAGEE PLC/LIMITED

and

(3) LESSEE/TENANT

and

**(4) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN**

A G R E E M E N T
relating to land known as

BACTON LOW RISE ESTATE

**being land bounded by Haverstock Road Wellesley Road and
Vicar's Road including Nos 121-211 Bacton Low Rise Estate
113a, 115 and 117 Wellesley Road and 2-16 Vicar's Road Gospel Oak London NW5**

**pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980**

**Andrew Maughan
Head of Legal Services
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP**

**Tel: 020 7974 1918
Fax: 020 7974 2962**

**CLS/COM/LMM/1685.1951
s106 FINAL**



THIS AGREEMENT is made the day of 2018

B E T W E E N:

- i. **APPLICANT LIMITED** (Co. Regn. No.) whose registered office is at
(hereinafter called "the Owner") of the first part
- ii **MORTGAGEE** of (hereinafter called " ") of the second part
- iii **[INTERESTED PARTY/LEASEHOLDER]** of [] (hereinafter called "the ") of
the third part]
- iv. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN**
Local Planning Authority of Town Hall, Judd Street, London WC1H 9LP (hereinafter
called "the Council") of the fourth part

1. WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title
absolute of the Property under Title Numbers NGL23321, NGL18128, NGL900363,
NGL907257 [subject to a charge to the Mortgagee].
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes
of Section 106 of the Act.
- 1.3 A Planning Application to vary the planning permission granted on the 25 April 2013
under reference number 2012/6338/P (as amended by planning permissions under
reference 2014/3633/P and 2015/1189/P) for the development of the Property was
submitted to the Council and validated on 30 September 2016 and the Council
resolved to grant permission conditionally under reference number 2016/5358/P
subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in
which the Property is situated and considers it expedient in the interests of the proper

planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 The Mortgagee as mortgagee under a legal charge registered under Title Numbers NGL23321, NGL18128, NGL900363, NGL907257 and dated (hereinafter called "the Legal Charge") is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

- | | | |
|-----|----------------------------|---|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "Affordable Housing" | low cost housing including Social Rented Housing and Intermediate Housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents |
| 2.3 | "Affordable Housing Units" | the 11 (eleven) Intermediate Housing Units and 107 (one hundred and seven) Social Rented Housing Units within the Development to be constructed fitted out and occupied exclusively as Affordable Housing |

- 2.4 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.5 "the Burland Category of Damage" an industry recognised category of structural damage as specified at para 3.25 of Camden Planning Guidance 4: Basements and lightwells (as may be amended) and shown in the Fifth Schedule annexed hereto
- 2.6 "Burmarsh Workshops" the 16 light industrial workshops located at lower ground floor level off Marsden Street shown on Plan 4 comprising 1300m² of workshop floorspace, together with 484m² circulation space, a 935 m² parking area and 120m² for communal toilets and bin storage (all measurements GIA)
- 2.7 "Burmarsh Workshops Contribution" a sum being in the region of £847,925 (eight hundred and fifty thousand nine hundred and twenty five pounds) to be spent by the Owner on the Burmarsh Workshops in accordance with the Burmarsh Workshop Plan such final sum to be agreed in writing by the Council as part of the Burmarsh Workshop Plan and referenced against the submission document entitled *Bacton Low Rise Regeneration – Appendix to the financial Model – Further information on Employment Strategy* by EC Harris submitted to the Council on 30 November 2012
- 2.8 "Burmarsh Workshop Plan" a plan setting out how the Owner will refurbish and upgrade the Burmarsh Workshops to a high specification using good quality materials and workmanship to include (but not limited to):-

- a) the incorporation of the measures set out in the submission document entitled *Bacton Low Rise Regeneration – Appendix to the financial Model – Further information on Employment Strategy* by EC Harris submitted to the Council on 30 November 2012
- b) the financial responsibilities the Owner will bear in relation to undertaking the works to the Burmarsh Workshops including how it will achieve best value in spending the Burmarsh Workshop Contribution in refurbishing and upgrading the Burmarsh Workshops
- c) details of the design specification and materials;
- d) any approvals or consents required for the refurbishment programme;
- e) measures to ensure the following works are secured as a minimum:-
 - (i) repair, waterproofing and insulation works to walls, floors, ceilings and doors;
 - (ii) improvements to the lighting system;
 - (iii) the provision of dedicated toilet and kitchenette facilities within each unit;
 - (iv) improvements to the signage (including improving the prominence and street presence of the site);
 - (v) improvements to the lighting and security (including improvements to the access intercom); and
 - (vi) advancements to the parking arrangements.

- f) a mechanism for review and monitoring of the plan as required from time to time

such plan to be submitted to the Council for approval and shall contain mechanisms for the following:-

- g) to ensure the Council is able to monitor and account for the spending of the refurbishment of the Burmarsh Workshop Contribution the Owner shall at all times provide enough information to demonstrate to the Council's reasonable satisfaction that the funds allocated have been spent in accordance with the approved plan;
- h) reporting back to the Council on a four monthly basis (or such other period as may be agreed by the Council) with detailed accounts setting out how much of the Burmarsh Workshop Contribution was spent in the preceding quarter (including a breakdown of monies and fees) on what and to whom the monies were paid providing evidence in the form of documents, receipts or any other form of evidence the Council requires in order to confirm the plan has been complied with; and
- i) for ensuring value for money is achieved in the allocation and expenditure of the Burmarsh Workshop Contribution

2.9 "Carbon Offset Contribution" the sum calculated by multiplying £1800 (eighteen thousand pounds) by each tonne shortfall of the Development in meeting the target reductions of CO2 emissions beyond the Building Regulations Part L (2013) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards the development or expansion of decentralised energy

networks or other carbon reduction measures elsewhere in the borough

2.10 "Construction Management Plan"

the plans setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

- a) in respect of Phase 1 the incorporation of measures set out in the construction management plan approved under planning references 2013/4409/P (granted on 25 September 2013) and 2015/2785/P (granted on 6 August 2015).
- b) In respect of the demolition of existing buildings and structures in Phase 2 the incorporation of measures set out in the construction management plan approved under planning reference 2016/5943/P (granted 10 April 2017)
- c) in respect of the construction of new buildings in Phase 2:
 - (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential

or likely effects and impacts arising from the building out of the Development;

(ii) incorporation of the provisions set out in the First Schedule annexed hereto;

(iii) incorporation of the provisions set out in the Second Schedule annexed hereto;

(iii) measures to ensure coordination so far as is reasonably practicable of demolition and construction works with any other developments under construction in the immediate vicinity of the Property to minimise:-

- i. impact upon the highway network;
- ii. impact upon the amenity of the owners and or occupiers of the residences and businesses in the locality
- iii. effects on the health and amenity of local residences, local businesses, site construction workers and adjoining developments undergoing construction

(iv) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);

(v) the inclusion of a waste management strategy for handling and disposing of construction waste; and

- (vi) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.11 "the Certificate of Practical Completion"

the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed

2.12 "the Community Facilities Contribution"

the sum of £344,960 (three hundred and forty four thousand nine hundred and sixty pounds) paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt as follows:-

- (a) the sum of £40,000 of the Community Facilities Contribution to be used towards a programme of mitigation works and improvements to the TRA Community Hall (the location of which is shown on Plan 5) which may include the instillation of double glazing and significant repairs:-

and/or

- (b) towards the maintenance improvement and/or extension of existing community facilities in the vicinity of the Property;

and/or

- (c) towards new community facilities to serve the Development and its immediate locality

2.13 "the Construction Phase"

the whole period between

- (i) the Implementation Date; and

- (ii) the date of issue of the Certificate of Practical Completion

2.14 "the Council's Considerate Contractor Manual"

the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden

2.15 "the Deferred Affordable Housing Provision"

the gross external area of an agreed number of additional units of Affordable Housing (to be agreed between the Parties) which is derived from the Deferred Affordable Housing Surplus to be provided in accordance with the Deferred Affordable Housing Provision Plan and FOR THE AVOIDANCE OF DOUBT may consist of no additional units should it be agreed between the Parties that the Deferred Affordable Housing Surplus is insufficient to provide additional Affordable Housing PROVIDED THAT (i) the total amount of floorspace (GEA) of the Affordable Housing Units shall not exceed 50% of the total floorspace (GEA) of the Development and (ii) at least 60% of the Affordable Housing Units shall be Social Rented Housing Units and the remainder shall be Intermediate Housing Units

2.16 "the Deferred Affordable Housing Provision Plan"

a plan securing the incorporation of any units forming the Deferred Affordable Housing Provision setting out the following:-

- (a) reconciliation to address the sequential approach to delivery of Affordable Housing on-site or off-site or financial contribution;

- (b) the number location mix tenure and accessibility of the units; and
- (c) in the event the Deferred Viability Update Surplus is not to an extent that would allow the conversion of an open market residential unit to a unit of Affordable Housing it may be agreed between the Parties that the additional provision shall be provided as a financial contribution

2.17 "the Deferred Viability Update Appraisal"

an assessment to be undertaken by the Owner and submitted to the Council in accordance with the terms of this Agreement such assessment to:-

- (a) be presented substantially in the same form as the Owner's viability assessment submitted on 30 November 2012 (entitled *Bacton Low Rise Viability Assessment*) by EC Harris or such other form as agreed by the Council in writing; and
- (b) be based on the same percentage developer's return on market housing value and the same percentage contractor's return on affordable housing cost as the Owner's viability assessment submitted on viability assessment submitted on 30 November 2012 or such alternative percentages as agreed by the Council in writing

with a view inter alia to evidence to the Council's reasonable satisfaction the residual site value of the Property such assessment shall include (but not be limited to) the following:-

(c) a copy of the Owner's viability assessment submitted on viability assessment submitted on 30 November 2012 (entitled *Bacton Low Rise Viability Assessment*) by EC Harris;

(d) payment of £5,000 (five thousand pounds) to cover the Council's costs in verifying the material and information contained within the appraisal and the Deferred Affordable Housing Appraisal;

(e) details of any grant funding received in relation to the Development whether related to Affordable Housing or any other aspect of the Development;

(f) any further information the Council acting reasonably requires

2.18 "Deferred Viability Update Surplus"

a positive figure residual value as shown in the Deferred Viability Update Appraisal significant enough to provide additional Affordable Housing in the Third Phase of the Development

2.19 "the Demolition Date"

the date of commencement of the demolition of any part of the Existing Buildings on the Property and references to "Demolish" and "Demolition" shall be construed accordingly

2.20 "Demolition Management Plan"

a plan or plans setting out the measures that the Owner will adopt in undertaking the diversion of utilities and services and the demolition of the Existing Buildings (AND FOR THE AVOIDANCE OF DOUBT a separate plan may be submitted for each phase for approval by the Council) using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the demolition of the Existing

Buildings can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

- a) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property;
- b) incorporation of the provisions set out in the First Schedule annexed hereto;
- c) incorporation of the provisions set out in the Second Schedule annexed hereto;
- d) measures to ensure coordination so far as is reasonably practicable of demolition and construction works with any other developments under construction in the immediate vicinity of the Property to minimise:-
 - i. impact upon the highway network;
 - ii. impact upon the amenity of the owners and or occupiers of the residences and businesses in the locality
 - iii. effects on the health and amenity of local residences, local businesses, site construction workers and adjoining developments undergoing construction
- e) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the

residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);

- f) the inclusion of a waste management strategy for handling and disposing of demolition waste; and
- g) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.21 "Detailed Basement Construction Plan"

a plan setting out detailed information relating to the design and construction of the basement forming part of the Development with a view to minimising any or all impacts of the Development on Neighbouring Properties and the water environment and to provide a programme of detailed mitigating measures to be undertaken and put in place by the Owner with the objective of maintaining the structural stability of the Property and Neighbouring Properties as described in the Basement Impact Assessment By Momentum Structural Engineers dated 19 September 2016 submitted with the Planning Application and to include the following key stages:-

1. the Owner to appoint an independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level

construction commensurate with the Development ("the Basement Design Engineer") AND FOR DETAILS OF THE APPOINTMENT TO BE SUBMITTED TO THE COUNCIL FOR WRITTEN APPROVAL IN ADVANCE (and for the Owner to confirm that any change in Basement Design Engineer during the Construction Phase with the Council in advance of any appointment); and,

2. the Basement Design Engineer to formulate the appropriate plan to fulfil the requirements of the Detailed Construction Basement Plan and at all times to ensure the following:-

(a)that the design plans have been undertaken in strict accordance with the terms of this Agreement incorporating proper design and review input into the detailed design phase of the Development and ensuring that appropriately conservative modelling relating to the local ground conditions and local water environment and structural condition of Neighbouring Properties have been incorporated into the final design; and

(b)that the result of these appropriately conservative figures ensure that that the Development will be undertaken without any impact on the structural integrity of the Neighbouring Properties beyond "Slight" with reference to the Burland Category of Damage; and

(c)that the Basement Design Engineer having confirmed that the design plans have been

undertaken in strict accordance with this Agreement and includes a letter of professional certification confirming this and that the detailed measures set out in sub-clauses (i)-(vii) below have been incorporated correctly and appropriately and are sufficient in order to achieve the objectives of the Detailed Basement Construction Plan;

- (i) reasonable endeavours to access and prepare a detailed structural appraisal and conditions survey of all the Neighbouring Properties to be undertaken by an independent suitably qualified and experienced chartered surveyor (and for details to be offered if this is not undertaken in full or part);
- (ii) a method statement detailing the proposed method of ensuring the safety and stability of Neighbouring Properties throughout the Construction Phase including temporary works sequence drawings and assumptions with appropriate monitoring control risk assessment contingency measures and any other methodologies associated with the basement and the basement temporary works;
- (iii) detailed design drawings incorporating conservative modelling relating to the local ground conditions and local water environment and structural condition of Neighbouring Properties prepared by the Basement Design Engineer for all elements of the groundworks and basement authorised by the Planning Permission together with specifications and

supporting calculations for both the temporary and permanent basement construction works;

(iv) the Basement Design Engineer to be retained at the Property throughout the Construction Phase to inspect approve and undertaking regular monitoring of both permanent and temporary basement construction works throughout their duration and to ensure compliance with the plans and drawings as approved by the building control body;

(v) measures to ensure the on-going maintenance and upkeep of the basement forming part of the Development and any and all associated drainage and/or ground water diversion measures order to maintain structural stability of the Property the Neighbouring Properties and the local water environment (surface and groundwater);

(vi) measures to ensure ground water monitoring equipment shall be installed prior to Implementation and retained with monitoring continuing during the Construction Phase and not to terminate monitoring until the issue of the Certificate of Practical Completion (or other time agreed by the Council in writing); and,

(vii) amelioration and monitoring measures of construction traffic including procedures for co-ordinating vehicular movement with other development taking place in the vicinity and notifying the owners and or occupiers of the residences and businesses in the locality in

advance of major operations delivery schedules and amendments to normal traffic arrangements.

3. the Owner to appoint a second independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the Development ("the Certifying Engineer") AND FOR DETAILS OF THE APPOINTMENT OF THE CERTIFYING ENGINEER TO BE SUBMITTED TO THE COUNCIL FOR WRITTEN APPROVAL IN ADVANCE; and,
4. for the Certifying Engineer to review the design plans and offer a 2 page review report to the Council confirming that the design plans have been formulated in strict accordance with the terms of this Agreement and have appropriately and correctly incorporated the provisions of sub-clauses (i)-(vii) above and are sufficient to achieve the objectives of the Detailed Basement Construction Plan AND should any omissions, errors or discrepancies be raised by the Certifying Engineer then these to be clearly outlined in the report and thereafter be raised directly with the Basement Design Engineer with a view to addressing these matters in the revised design plans.
5. Only thereafter shall the Owner submit the agreed finalised version of the Detailed Basement Construction Plan to the Council for its written approval with a letter of professional certification from the Certifying Engineer

confirming that the Detailed Basement Construction Plan is an approved form and has been formulated in strict accordance with the terms and clauses of this Agreement.

6. The Owner to respond to any further questions and requests for further information about the submitted plan from the Council AND IN THE EVENT that a further technical assessment be required then the Owner agrees to reimburse the Council for any costs expended which requires the instruction of an independent assessment in order to resolve any unresolved issues or technical deficiencies in the Council's consideration of the submitted plan.

2.22 "the Development"

redevelopment of Bacton Low Rise Estate, Gospel Oak District Housing Office and Vicar's Road workshops following the demolition of all existing buildings pursuant to the Planning Permission as shown on the site location plan and drawing numbers
202_A_P_001_00; 202_A_P_010_00;
202_A_P_003_01; 202_A_P_003_02;
202_A_P_003_03; 1952_DHO-E-00_P11; 1952_DHO-E-01_P9; 1952_DHO-E-02_P12; 1952_DHO-E-03_P15; 1952_DHO-L00_P17; 1952_DHO-L00-LVL_P9; 1952_DHO-L01_P9; 1952_DHO-L02_P9; 1952_DHO-L03_P9; 1952_DHO-L04_P9; 1952_DHO-L05_P9; 1952_DHO-L06_P9; 1952_DHO-L07_P9; 1952_DHO-R08_P9; 1952_DHO-S-00_P9; 1952_DHO-S-01_P9; 1952_DHO-S-02_P9; HO-439_DA_001_R09; 202_A_P_DHO_400_01; 307-A-P-100-B01_Rev2; 307-A-P-100-00_Rev3; 307-A-P-100-01_Rev1; 307-A-P-100-02; 307-A-P-100-03; 307-A-P-100-04; 307-A-P-100-05; 307-A-P-100-06; 307-A-P-

100-07_Rev2; 307-A-P-100-08_Rev2; 307-A-P-200-01_Rev2; 307-A-P-200-02_Rev2; 307-A-P-200-03_Rev2; 307-A-P-200-04_Rev2; 307-A-P-200-05; 307-A-P-200-06_Rev2; 307-A-P-300-00_Rev2; 307-A-P-300-01_Rev1; 307-A-P-300-02_Rev2; 307-A-P-300-03_Rev3; 307-A-P-300-04_Rev1; 307-A-P-300-05_Rev3; 307-A-P-300-06_Rev3; 307-A-P-400-01; 307-A-P-400-02; 307-A-P-400-03; 307-A-P-400-04; 307-A-P-400-05; 307-A-P-400-06; 307-A-P-400-07; 202_A_P_DHO_110_001 Rev 01; 202_A_P_DHO_110_002; 202_A_P_DHO_110_006; 202_A_P_DHO_110_007; 202_A_P_DHO_110_008; 202_A_P_DHO_110_009; 202_A_P_DHO_110_010 Rev 02; 202_A_P_DHO_110_011; 202_A_P_DHO_110_012; 202_A_P_DHO_110_013 Rev 02; 202_A_P_DHO_110_014; 202_A_P_DHO_110_015 Rev 02; 202_A_P_DHO_110_016; 202_A_P_DHO_110_017; 202_A_P_DHO_110_018; 202_A_P_DHO_110_019 Rev 01; 202_A_P_DHO_110_020; 202_A_P_DHO_110_021; 307-A-P-110-01_Rev1; 307-A-P-110-02_Rev1; 307-A-P-110-03_Rev1; 307-A-P-110-04_Rev1; 307-A-P-110-05_Rev1; 307-A-P-110-06_Rev1; 307-A-P-110-07_Rev1; 307-A-P-110-08_Rev1; 307-A-P-110-09_Rev1; 307-A-P-110-10_Rev1; 307-A-P-110-11_Rev1; 307-A-P-110-12_Rev1; 307-A-P-110-13_Rev1; 307-A-P-110-14_Rev1; 307-A-P-110-15_Rev1; 307-A-P-110-16_Rev1; 307-A-P-110-17_Rev1; 307-A-P-110-18_Rev1; 307-A-P-110-19_Rev1; 307-A-P-110-20_Rev1; 307-A-P-110-21_Rev1; 307-A-P-110-22_Rev1; 307-A-P-110-23_Rev1; 307-A-P-110-24_Rev1; 307-A-P-110-25_Rev1; 307-A-P-110-26_Rev1; 307-A-P-110-27_Rev1; 307-A-P-110-28_Rev1; 307-A-P-110-29_Rev1; 307-A-P-110-30_Rev1; 307-A-P-110-31_Rev1; 307-A-P-110-

32_Rev1;	307-A-P-110-33_Rev1;	307-A-P-110-
34_Rev1;	307-A-P-110-35_Rev1;	307-A-P-110-
36_Rev1;	307-A-P-110-37_Rev1;	307-A-P-110-
38_Rev1;	307-A-P-110-39_Rev1;	307-A-P-110-
40_Rev1;	307-A-P-110-41_Rev1;	307-A-P-110-
42_Rev1;	307-A-P-110-43_Rev1;	307-A-P-110-
44_Rev1;	307-A-P-110-45_Rev1;	307-A-P-110-
46_Rev1;	307-A-P-110-47_Rev1;	307-A-P-110-
48_Rev1;	307-A-P-110-49_Rev1;	307-A-P-110-
50_Rev1;	307-A-P-110-51_Rev1;	307-A-P-110-
52_Rev1;	307-A-P-110-53_Rev1;	307-A-P-110-
54_Rev1;	307-A-P-110-55_Rev1;	307-A-P-110-
56_Rev1;	307-A-P-110-57_Rev1;	307-A-P-110-
58_Rev1;	307-A-P-110-59_Rev1;	LL543-100-
0001_RevA;	LL543-100-0002_RevA;	LL543-100-
0031_RevA;	LL543-100-0071_RevA;	LL53-100-
0081_RevA	Design & Access Statement, Statement of Community Involvement Ref 202-A- REP-DA by Karakusevic Carson Architects; Appendix to Design & Access Statement by Karakusevic Carson Architects; Block C Design Development Supplementary Addendum to Planning Application Ref 202_A_REP_ADDENDUM_01 dated December 2012 by Karakusevic Carson Architects; Landscape Proposals by Camlins Rev A 08.02.2013 8th Revision dated 04/02/2013; Construction Management Plan by Arcadis; Planning Statement by Quod Ref Q30150 dated 22/11/2012; Bat Survey Report by Greengage Ref 550355mtJul12FV01_Bat_Survey dated January 2013; Ecological Extended Phase 1 Habitat & Protected Species Survey by Greengage Ref 550338MTJan13FV02_Phase1_Bacton dated January 2013; Daylight & Sunlight Report by GVA Schatunowski Brooks dated November 2012; Addendum Daylight & Sunlight Report by GVA Schatunowski Brooks dated November 2012; Second	

Addendum Daylight and Sunlight Report by GVA Schatunowski Brooks dated February 2013; Daylight Analysis Bacton Low Rise by GVA Schatunowski Brooks dated 28/02/13, as submitted 03/03/13 BRE073, as submitted 03/03/13; Air Quality Assessment by Peter approved by the Planning Permission.

2.23 "the Education Contribution" the sum of £409,999 (four hundred and nine thousand nine hundred and ninety nine pounds) paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of education needs arising in the London Borough of Camden

2.24 "the Energy Efficiency and Renewable Energy Plan" a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-

i) in respect of Phase 1 the incorporation of the measures set out in the submission document entitled *Energy Strategy Report* by Rolton Group Limited (Ref 12-0083 XRP004 Issue 3) dated April 2014 to achieve a target reduction of 32% against the 2010 baseline requirement in carbon emissions unless an alternative strategy is submitted to and approved in writing by the Council;

ii) In respect of Phase 2 the incorporation of the measures set out in the submission document entitled *Energy Strategy Report* by Hoare Lea LLP dated September 2016 to achieve a target reduction of 35% reduction in CO2 emissions

beyond the Part L 2013 baseline unless an alternative strategy is submitted to and approved in writing by the Council (with the Parties accepting that the target reduction may not be achievable if the Development has not connected to the Royal Free Hospital CHP system by completion of Phase 2 of the Development) ;

- iii) further details of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 25% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;
- iv) measures to enable future connection to the Royal Free Hospital CHP system in the vicinity of the Property;
- v) in the event the Owner is able to show to the Council's reasonable satisfaction that the Property is unable to be connected to the Royal Free Hospital in accordance with iii) above the Owner shall provide the following in relation to the Development:-
 - a) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings; and
 - b) a building management system being an electronic system to monitor the

Development's heating cooling and the hours of use of plant;

- vi) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;
- vii) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and
- viii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.25 "Existing Buildings"

the buildings located at the Property all existing as at the date of this Agreement

2.26 "the Highways Contribution"

the sum of £278,567 (two hundred and seventy eight thousand five hundred and sixty seven pounds) paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the

Council in the event of receipt for the carrying out works to the public highway and associated measures ("the Highways Works") such sum to be allocated as follows:-

(a) the sum of £153,567 (one hundred and fifty three thousand five hundred and sixty seven pounds) towards the following Highways Works to include (but not be limited to):-

- (i) repave the footways forming part of the Public Highway adjacent to the Property;
- (ii) repave the footways on the corner of Vicar's Road and Wellesley Road adjacent to the Vicarage, French school, 20 and 24 Vicar's Road;
- (iii) repave the footways on the western side of Haverstock Road between Wellesley Road and Malden Road (to the south of the Property);
- (iv) removal of unnecessary crossovers, railings and 70 bollards from the Public Highways around the Property and the areas of Public Highways referred to in (ii) and (iii) above; and
- (v) any other works the Council acting reasonably requires as a direct result of the Development

(b) the sum of £125,000 (one hundred and twenty five thousand pounds) towards highway improvements to Haverstock Road such improvements to include (but not be limited to) the following Highways Works:-

- (i) resurfacing of Haverstock Road to Haverstock Road along the western boundary of the Property;

- (ii) introduction of pavements;
- (iii) footways adjusted to standard levels;
- (iv) drainage channels and gullies introduced;
and
- (v) any other works the Council acting reasonably requires as a direct result of the Development

all works will be subject to final measure and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

2.27 "Housing Delivery Plan"

a housing plan made by the Owner securing details for delivery of housing in each phase of the Development to be linked to the Phasing Plan to include the following information in relation to the Relevant Phase of the Development:-

- (a) number of units, size of dwellings and tenure mix;
- (b) mix of market housing Intermediate Housing and Social Rented Housing;
- (c) the location of the Social Rented Units within the Relevant Phase with reference to a plan to include the number of bedrooms per unit;
- (d) the location of the Intermediate Units within the relevant phase with reference to a plan to include the number of bedrooms per unit;
- (e) the Intermediate Housing Strategy relating to the Relevant Phase;

- (f) the confirmed or anticipated ownership and management arrangements for each tenure of Affordable Housing Units;
- (g) details of the quantity, location and type of ancillary external residential amenity space to be provided;
- (h) details showing how and where Phase 2 in the Development would accommodate the Deferred Affordable Housing Provision;
- (i) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.28 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act save that for the purposes of this Agreement the following shall be deemed not to be material operations: archaeological works, soil investigations, ground investigations, site survey works, the diversion of services utilities and public infrastructure the erection of hoardings and fences and for the avoidance of doubt demolition of the Existing Buildings shall be deemed not to be implementation of the Construction Phase and references to "Implementation" and "Implement" shall be construed accordingly

2.29 "Intermediate Housing"

Affordable Housing which is above target rents but is substantially below open market levels and is affordable to people who at the commencement of

their occupancy are in need of intermediate housing in terms set out in paragraph 3.61 of the London Plan (subject to annual reviews) to include shared ownership and other sub-market rent as agreed in writing by the Council

2.30 "Intermediate Housing Scheme"

the scheme setting out provision of Intermediate Housing within the Development submitted by the Owner and to be approved by the Council in writing ensuring the Intermediate Housing Units are occupied on the following basis:-

- (a) Shared Ownership with an initial equity share offer of at least 25 percent and a rent level of up to 2 percent (per annum) on the retained equity (unless otherwise agreed in writing by the Council) such levels to be retained in perpetuity subject to incremental increases linked to the Retail Price Index in accordance with Homes and Communities Agency guidance
- (b) for all other Intermediate Housing products provision will be on terms to be agreed by the Council in consultation and in consideration of its own policies and those contained in the London Plan with particular reference to paragraph 3.61 (or its successor policies)

2.31 "Intermediate Housing Units" the eleven units of Intermediate Housing forming part of the Development comprising one one-bedroom unit and ten two-bedroom units the same as shown shaded green on Plan 3

2.32 "King's Cross

Construction Centre"	the Council's flagship skills construction centre providing advice and information on finding work in the construction industry
2.33 "the Legible London Contribution"	the sum of £24,000 (twenty four thousand pounds) paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards Transport for London's pedestrian wayfinding system that's helping people walk around London
2.34 "the Level Plans	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.35 "Local Procurement Code"	the code annexed to the Third Schedule hereto
2.36 "the Nominated Units"	the 13 residential units within the Development whose occupiers are eligible to apply and be granted if appropriate for Residents Parking Permits from the Council
2.37 "Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.38 "the Off-Site Garages Plan"	a plan setting out the package of measures the Owner will use to re-provide the garages existing on the Property which at the Implementation Date are let for parking to residents of the Property in off-site locations in the vicinity of the Property after upgrading them such plan to include (but not be limited to) the following:-

- (b) details of the location of the off-site garages to be used to re-provide parking spaces including the following sites:-
 - (i) Weedington Road Estate;
 - (ii) Grafton Road Estate;
 - (iii) Waxham block on Mansfield Road; and
 - (iv) Kiln Place Estate
- (c) measures to ensure those residents and non-residents who as at the date of Implementation let a garage space on the Property are provided with an off-site garage in a location detailed in (a) above;
- (d) details of the works required to upgrade the off-site garages including design and timings for delivery;
- (e) details of the upgrade works anticipated for the off-site garages identified in (a) above including provisions to ensure good quality materials and workmanship are used to ensure a reasonable standard of upgrade;
- (f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.39 "the On-Site Landscaping Contribution"

the sum being no less than £130,000 (one hundred and thirty thousand pounds) to be spent by the Owner in creating and landscaping the Pedestrian Link in accordance with the On-Site Landscaping Plan

2.40 "the On-Site Landscaping

Plan”

a plan setting out how the Owner will spend the On-Site Landscaping Contribution to create and landscape to a high specification using good quality materials and workmanship an East-West pedestrian link through the Development and continue on-going maintenance at its own cost to include (but not limited to):-

- (a) the financial responsibilities the Owner will bear in relation to undertaking the works to create the East-West pedestrian link including how it will achieve best value in spending the On-Site Landscaping Contribution on the East-West pedestrian route;
- (b) details of the design specification and materials;
- (c) details of landscaping proposals and planting;
- (d) a mechanism for securing long term maintenance of the Pedestrian Link at its own cost without using the On-Site Landscaping Contribution;
- (e) a mechanism for review and monitoring of the plan as required from time to time

such plan to be submitted to the Council for approval and shall contain mechanisms for the following:-

- (f) to ensure the Council is able to monitor and account for the spending of the On-Site Landscaping Contribution the Owner shall at all times provide enough information to demonstrate to the Council's reasonable satisfaction that the funds allocated have been spent in accordance with the approved plan;

- (g) reporting back to the Council on a four monthly basis (or such other period as may be agreed by the Council) with detailed accounts setting out how much of the On-Site Landscaping Contribution was spent in the preceding quarter (including a breakdown of monies and fees) on what and to whom the monies were paid providing evidence in the form of documents, receipts or any other form of evidence the Council requires in order to confirm the plan has been complied with; and
- (h) for ensuring value for money is achieved in the allocation and expenditure of the On-Site Landscaping Contribution

- 2.41 "the Parties" mean the Council the Owner [and the Mortgagee]
- 2.42 "the Pedestrian Link" the East-West pedestrian link through the Development shown on Plan 6
- 2.43 "Phase 1" the area marked "Phase 1" on Plan 2
- 2.44 "Phase 2" the area marked "Phase 2" on Plan 2
- 2.45 "Phasing Plan" a plan approved under reference 2014/1869/P (granted on 1 May 2014) and 2016/4815/P (granted on 8 December 2017) (unless otherwise approved in writing by the Council) providing details for Phase 1 Phase 2 of the Development including details of timing and programming for construction and fitting out of each of the residential blocks forming part of the Relevant Phase of the Development ensuring the following:-

- (a) identification of the construction programme for each Relevant Phase of the Development including estimated delivery times and dates;
- (b) measures to ensure that no more than 25% (or such other percentage if agreed by the Council in writing in light of any representations made to it by the Owner) of the market housing units shall be Occupied in each phase before the Affordable Housing Units are ready for Occupation;
- (c) not to Occupy or permit Occupation of any more than 25% of the market housing in the next phase until all the Affordable Housing in the previous phase are ready for Occupation;
- (d) programming to ensure the build out of the remaining phases of the Development within certain times; and
- (e) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.46	"Plan 1"	the drawing marked "Plan 1" annexed hereto showing the Property
2.47	"Plan 2"	the drawing marked "Plan 2" annexed hereto showing Phase 1 and Phase 2 of the Development
2.48	"Plan 3"	the drawing marked "Plan 3" annexed hereto showing the location of the Intermediate Housing Units and the Social Rented Housing Units

- 2.49 "Plan 4" the drawing marked "Plan 4" annexed hereto showing the location of the Burmarsh Workshops
- 2.50 "Plan 5" the drawing marked "Plan 5" annexed hereto showing the location of the TRA Community Hall
- 2.51 "Plan 6" the drawing marked "Plan 6" annexed hereto showing the location of the East-West pedestrian link through the Development
- 2.52 "the Planning Application" a planning application in respect of the Development of the Property submitted to the Council and validated on 30 September 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/5358/P subject to conclusion of this Agreement for the variation of conditions: 3 (detailed drawings), 6 (overlooking), 7 (refuse & recycling), 9 (cycle storage), 10 (car parking), 11 (Electric vehicle charging points), 12 (car club bay), 13 (motorcycle parking), 23 (Wheelchair units), 25 (contaminated land measures), 26 (biodiverse roofs), 27 (bird and bat details), 28 (lighting strategy), 29 (landscaping details), 32 (building foundations), 34 (drainage details), 36 (CCTV strategy), 37 (car club parking), 40 (re-appraisal of financial viability), 43 (energy efficiency), 44 (code for sustainable homes), 45 (car free), 47 (construction management plan) and 58 and 59 (approved plans) of planning permission 2012/6338/P dated 25/04/2013 (as amended by planning permissions 2014/3633/P and 2015/1189/P) (for the redevelopment of Bacton Low Rise Estate, Gospel Oak District Housing Office and Vicar's Road workshops following the demolition of all existing buildings, to provide a total of 294 residential units and associated works), as well as adding a condition 61

(levels plans), namely to; provide 20 additional Class C3 residential units (19 market and 1 intermediate units), alter the housing mix, reconfigure the employment floorspace, deliver the outstanding parts of the development as a single phase, various external alterations and reconfigurations, revise the on-site car parking provision and the amount of cycle storage, and associated works

2.53 "Planning Obligations Monitoring Officer"

a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof

2.54 "the Planning Permission"

a planning permission granted in respect of the Planning Application for the Development substantially in the draft form annexed hereto

2.55 "the Property"

the land bounded by Haverstock Road, Wellesley Road and Vicar's Road including Numbers 121-211 Bacton Low Rise Estate, 113a, 115 and 117 Wellesley Road and 2-16 Vicar's Road Gospel Oak London NW5 the same as shown shaded grey on the plan annexed hereto

2.56 "Public Art"

the entrance gates to the Development the design of which will be the subject of a local competition run by the Owner

2.57 "the Public Art Contribution"

the sum being no less than £40,000 (forty thousand pounds) to be spent by the Owner on the Public Art in accordance with the Public Art Strategy

2.58 "the Public Art Strategy"

a strategy setting out how the Owner will allocate and spend the Public Art Contribution on the Public Art to include (but not limited to):-

- a) details of the design competition including how it will be run;
- b) timetabling and arrangements for:-
 - (i) submission of the design scheme for the Public Art to the Council for approval; and
 - (ii) implementing the Council approved Public Art
- c) the timetabling and integration of the Public Art in the Relevant Phase;
- d) to ensure the long-term future management and maintenance of the Public Art;
- e) the financial responsibilities the Owner will bear in relation to the creation and instillation of the Public Art above including evaluation of costs and meeting the same;
- f) measures to ensure the Public Art Contribution will be used only towards the Public Art and will not be used for any other purposes including running the design competition;
- g) a mechanism for review and monitoring of the strategy as required from time to time

such strategy to be submitted to the Council for approval and shall contain mechanisms for the following:-

- h) to ensure the Council is able to monitor and account for the spending of the Public Art Contribution the Owner shall at all times provide

enough information to demonstrate to the Council's reasonable satisfaction that the Public Art Contribution has been spent in accordance with the approved strategy;

- i) reporting back to the Council on a six monthly basis (or such other period as may be agreed by the Council) with detailed accounts setting out how much of the Public Art Contribution was spent in the preceding quarter (including a breakdown of monies and fees) on what and to whom the monies were paid providing evidence in the form of documents, receipts or any other form of evidence the Council requires in order to confirm the strategy has been complied with; and
- j) for ensuring value for money is achieved in the allocation and expenditure of the Public Art Contribution

2.59	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense
2.60	"the Public Open Space Contribution"	the sum of £115,043 (one hundred and fifteen thousand and forty three pounds) paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt following liaison with the Parks and Open Spaces, Housing and Adult Social Care and the Gospel Oak Regeneration departments (or any successor departments) within the Council and the Real Deal Community Partnership and paying due regard to any representations received (ALWAYS PROVIDED it is recognised by the Parties that the final decision rests with the local planning authority) on the improvement maintenance and upkeep of existing

- public open spaces and/or the obtaining of land to make public open spaces in the vicinity of the Development
- 2.61 "Registered Provider" a registered provider of Affordable Housing registered as such by the Regulator
- 2.62 "Regulator" means the Home and Communities Agency and any successor organisation
- 2.63 "Residents Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
- 2.64 "Residents Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays
- 2.65 "Shared Ownership" a low-cost home ownership programme managed in accordance with Communities and Local Government and Homes and Communities Agency guidance and requirements under which a Registered Provider develops new properties or refurbishes existing properties which are made available as Affordable Housing on the basis of part rent and part sale
- 2.66 "Social Rented Housing" Affordable Housing units available for rent in perpetuity such that:-
- (a) the total cost of rent and service and management charges meets targets for Social Rented Housing set by the Regulator from time to time;
 - (b) is consistent with Camden Supplementary Planning Document "Affordable Housing and Housing in Mixed-Use Development" and the

requirements of the London Plan in relation to Social Rented Housing; and

- (c) the units are managed by a Registered Provider who has entered into a standard nominations agreement with the Council providing for nominations to the Council in respect of all such units within the Development

2.67 "Social Rented Housing Units"

the 107 units of Social Rented Housing forming part of the Affordable Housing Units comprising 19 x 1-bedroom 48 x 2-bedroom 32 x 3-bedroom 7 x 4-bedroom and 1 x 5-bedroom units the same as shown shaded dark blue on Plan 3

2.68 "the Sustainability Plan"

a plan securing the incorporation of sustainability measures in the carrying out of the residential units forming part of the Development in its fabric and in its subsequent management and occupation based which shall include:-

- (a) in respect of Phase 1 the incorporation of measures set out in the design stage Code of Sustainable Homes assessment approved under reference 2014/2953/P (granted 13 May 2014) unless otherwise agreed by the Council in writing.

an in respect of Phase 2 a design stage assessment under the Code for Sustainable Homes achieving a target of at least Level 4 and attaining a target of at least 50% of the unweighted credits in the Energy Water and Materials category (with the Parties accepting that the target rating and credits may not be achievable if the Development has not

connected to the Royal Free Hospital CHP system by completion of Phase 2 of the Development) by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan; and

- (b) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation

2.69 "the Travel Plan
Monitoring Contribution"

the sum of or £5,561 (five thousand five hundred and sixty one thousand pounds) paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approve the Owner's Travel Plan over a six year period from the date of first Occupation of the Development

2.70 "the Travel Plan
Co-ordinator"

an appropriately qualified and/or experienced person appointed by the Owner to deliver the objectives of the Travel Plan and be responsible for the coordination, implementation, reporting and review of the Travel Plan with a view to securing an on-going process of continuous improvement

2.71 "the Travel Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-

- (a) the elements set out in the fourth Schedule hereto;
- (b) measures to ensure an initial survey of the Development is undertaken within six months of the Occupation Date to act as baseline data for further reviews as laid out in (c) below always ensuring the plan is updated upon receipt of results of the survey and further approved in writing by the Council;
- (c) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;
- (d) measures to ensure subsequent reviews on the third and fifth anniversary of the Occupation Date using the initial survey referred to in (b) for baseline monitoring, ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council;
- (e) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post; and

- (f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

3. **NOW THIS DEED WITNESSETH** as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6 and hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car capped" housing in accordance with Clause 4.4 for all relevant purposes.
- 3.9 Where any approval, agreement, consent, certificate or expression of satisfaction is to be given by the Council under this Agreement such approval, agreement, consent, certificate or expression of satisfaction shall not be unreasonably withheld or delayed.
- 3.10 The Council shall act reasonably and proportionately when seeking to enforce any of the terms of this Agreement including notifying the Owner of any obligation to which the Council considers has been breached and stating what steps the Council considers to be required in order to bring about compliance with such obligation or obligations and allowing a reasonable period of time to rectify such breaches before taking enforcement action.
- 3.11 It is expressly acknowledged by the Owner that notwithstanding the terms of clause 3.10, it shall Occupy the Development in accordance with the terms of the obligations in this Agreement.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 AFFORDABLE HOUSING

- 4.1.1 On or prior to the Implementation Date of the Relevant Phase to submit to the Council for approval the Intermediate Housing Scheme.
- 4.1.2 Not to Implement nor permit Implementation of the Relevant Phase until such time as the Council has approved the Intermediate Housing Scheme as demonstrated by written notice to that effect.

- 4.1.3 To commence all works of construction conversion and fitting out necessary to make the Affordable Housing Units as approved by the Council suitable for occupation as Affordable Housing and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Council (as demonstrated by written notification to that effect) in accordance with the specification approved by a Registered Provider.
- 4.1.4 To ensure that the Affordable Housing Units shall not be otherwise used, occupied and shall be retained in perpetuity for no purpose other than (i) for the provision of Social Rented Housing for occupation by tenants at rental levels being in accordance with the targets set by the Regulator and (ii) for the provision of Intermediate Housing for occupation in accordance with the Intermediate Housing Scheme as the case may be.
- 4.1.5 Not to Occupy or allow Occupation of the Relevant Phase at any time when the requirements of the Phasing Plan are not being strictly complied with and to ensure that the works of construction conversion and fitting out of the Affordable Housing Units within the Relevant Phase are completed in accordance with the requirement of Sub-Clause 4.1.3 hereof before Occupation of the Relevant Phase in accordance with the Phasing Plan.
- 4.1.6 To ensure that the Affordable Housing Units are constructed, occupied and used solely as Affordable Housing pursuant to the objects and purpose of the Council so as to provide accommodation for the households in need of Affordable Housing in accordance with the definition of the eligible persons criteria as agreed by the Government, the Homes and Community Agency (or successor bodies) or the Council from time to time.
- 4.1.7 The Registered Provider or the Council shall not dispose of its interest in the freehold or leasehold of the Affordable Housing Units or any part thereof (except by way of mortgage) other than to any other Registered Provider registered with the Regulator or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Homes and Communities Agency or the Regulator or the Council.

4.2 DEFERRED AFFORDABLE HOUSING

- 4.2.1 On or prior to the date on which the first block within Phase Two of the Development reaches its maximum height to submit the Deferred Viability Update Appraisal to the Council for approval in writing.
- 4.2.2 Upon the issue of the approval of the Deferred Viability Update Appraisal the Council will provide to the Owner a certificate specifying the sum ("the Assessment Certified Sum") reasonably and properly expended by the Council in assessing the Deferred Viability Update Appraisal.
- 4.2.3 If the Assessment Certified Sum exceeds the payment made under clause 2.17(d) of this Agreement then the Owner shall within twenty-eight (28) days of the issuing of the said certificate pay to the Council the amount of the excess.
- 4.2.4 In the event the approved Deferred Viability Update Appraisal demonstrates a Deferred Viability Update Surplus then the Owner shall within 20 (twenty) days submit to the Council for approval the following:-
- (a) the Deferred Affordable Housing Provision; and
 - (b) the Deferred Affordable Housing Provision Plan.
- 4.2.5 Not to Implement nor permit Implementation of Phase Three of the Development until such time as the Council has approved the Deferred Affordable Housing Provision, the Deferred Affordable Housing Provision Plan and the Deferred Affordable Housing Viability Appraisal as demonstrated by written notice to that effect.
- 4.2.6 Not to Occupy or permit Occupation of more than 50% of the residential units in Phase 2 until such time as the Council has confirmed in writing that the measures incorporated in the Deferred Affordable Housing Provision Plan as approved by the Council have been incorporated into the Property.
- 4.2.7 After the Occupation Date the Owner shall ensure the units forming part of the Deferred Affordable Housing Provision shall be provided as Affordable Housing in perpetuity in accordance with the terms in Clause 4.2 of this Agreement.

- 4.2.8 In the event the approved Deferred Viability Update Appraisal does not show demonstrate a Deferred Viability Update Surplus the Owner shall have no obligation to provide the Deferred Affordable Housing Provision.

4.3 BURMARSH WORKSHOPS

- 4.3.1 On or prior to the Implementation Date to provide the Council for approval a draft Burmarsh Workshop Plan.
- 4.3.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Burmarsh Workshop Plan as demonstrated by written notice to that effect.
- 4.3.3 To ensure that the Burmarsh Workshops are upgraded and refurbished in accordance with the approved Burmarsh Workshop Plan and shall not be carried out otherwise than in strict accordance with the requirements of the Burmarsh Workshop Plan and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.
- 4.3.4 Not to Occupy or permit Occupation of any private units within Phase 1 of the Development until the Council has confirmed in writing that the Burmarsh Workshops have been refurbished and upgraded in accordance with the Burmarsh Workshops Plan approved by the Council and are ready for occupation.

4.4 CAR CAPPED DEVELOPMENT

- 4.4.1 To ensure that prior to Occupying any residential unit forming part of the Development, other than a Nominated Unit, each new resident of the Development (except a resident of the Nominated Units) is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970 or a resident of the Nominated Units) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.4.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.4.1 above will remain permanently.

- 4.4.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those units that in the Owner's opinion are not entitled to apply nor be granted a Residents Parking Permit under Clause 4.4.1 of this Agreement.

4.5 COMMUNITY FACILITIES CONTRIBUTION

- 4.5.1 The Owner has paid to the Council the Community Facilities Contribution in full.

4.6 CONSTRUCTION MANAGEMENT PLAN

- 4.6.1 On or prior to the Implementation Date of the Relevant Phase to provide the Council for approval a draft Construction Management Plan.
- 4.6.2 Not to Implement nor allow Implementation of the Relevant Phase of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.
- 4.6.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.
- 4.6.4 Unless otherwise agreed in writing by the Council to ensure that throughout the Construction Phase of the Relevant Phase of the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in building out the Relevant Phase at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non-

compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.7 DEMOLITION MANAGEMENT PLAN

- 4.7.1 On or prior to the Demolition Date for each Relevant Phase to provide the Council for approval a draft Demolition Management Plan.
- 4.7.2 Not to Demolish nor allow Demolition of the Relevant Phase until such time as the Council has approved the Demolition Management Plan as demonstrated by written notice to that effect.
- 4.7.3 The Owner acknowledges and agrees that the Council will not approve the Demolition Management Plan unless it demonstrates to the Council's reasonable satisfaction that the demolition in the Relevant Phase can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.
- 4.7.4 Unless otherwise agreed in writing by the Council to ensure that the demolition of the Existing Buildings shall not be carried out otherwise than in strict accordance with the requirements of the Demolition Management Plan and not to permit the carrying out of any works comprised in demolition of the Existing Buildings at any time when the requirements of the Demolition Management Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.8 EDUCATION CONTRIBUTION

- 4.8.1 The Owner has paid to the Council the Education Contribution in full.

4.9 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

- 4.9.1 On or prior to the Implementation Date of the Relevant Phase to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.

- 4.9.2 Not to Implement nor permit Implementation of the Relevant Phase until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.
- 4.9.3 Unless otherwise agreed by the Council in writing not to Occupy or permit Occupation of the Relevant Phase until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Relevant Phase.
- 4.9.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Relevant Phase at any time when the Development is not being managed in strict accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Relevant Phase otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Plan.

4.10 HIGHWAYS

- 4.10.1 The Owner has paid the Council the Highways Contribution in full.
- 4.10.2 On or prior to the Implementation of the Relevant Phase to submit to the Council the Level Plans for approval.
- 4.10.3 Not to Implement or to allow Implementation of the Relevant Phase until such time as the Council has approved the Level Plans as demonstrated by written notice to that effect.
- 4.10.4 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.
- 4.10.5 On completion of the Highway Works the Council shall provide to the Owner a certificate specifying the sum ("the Certified Sum") together with a breakdown of

costs reasonably expended by the Council in carrying out the Highway Works.

4.10.6 If the Certified Sum exceeds the Highways Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

4.10.7 If the Certified Sum is less than the Highways Contribution then the Council shall within fourteen days of issuing the said certificate return to the Owner the amount of the difference.

4.11 HOUSING DELIVERY PLAN

4.11.1 On or prior to the Implementation Date of the Relevant Phase to submit to the Council for approval the Housing Delivery Plan.

4.11.2 Not to Implement nor permit Implementation of the Relevant Phase until such time as the Council has approved the Housing Delivery Plan as demonstrated by written notice to that effect.

4.11.3 To ensure that the Relevant Phase is constructed in accordance with the approved Housing Delivery Plan during the Construction Phase and shall not be carried out otherwise than in strict accordance with the requirements of the Housing Delivery Plan and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.11.4 Not to Occupy or permit Occupation of the Relevant Phase until the Council has confirmed in writing that the Relevant Phase has been completed in accordance with the Housing Delivery Plan approved by the Council.

4.12 LEGIBLE LONDON CONTRIBUTION

4.12.1 The Owner has paid to the Council the Legible London Contribution in full.

4.13 LOCAL EMPLOYMENT

4.13.1 The Owner shall (unless agreed otherwise by the Council in writing) at all times during the Construction Phase of the Development comply with the recruitment and

apprenticeship measures approved by the Council under planning reference 2014/3055/P (granted on 19 May 2014)

4.13.2 In carrying out the works required to demolish the Existing Buildings the Owner shall use its reasonable endeavours to ensure that no less than 20% (twenty percent) of the work force is comprised of residents of the London Borough of Camden.

4.13.3 In carrying out the works comprised in the Construction Phase of the of the Relevant Phase the Owner shall use its reasonable endeavours to ensure that no less than 20% (twenty percent) of the work force is comprised of residents of the London Borough of Camden.

4.13.4 In order to facilitate compliance with the requirements of sub-clause 4.13.2 and 4.13.3 above the Owner shall use all reasonable endeavours to work in partnership with (i) King's Cross Construction Centre; and (ii) take the following specific measures to ensure:-

- a) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to King's Cross Construction Centre;
- b) King's Cross Construction Centre is notified of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;
- c) that King's Cross Construction Centre is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and
- d) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self employment profile of all workers referred by Kings Cross Construction Centre and employed during the Construction Phase.

4.13.5 The Owner shall use all reasonable endeavours to ensure that at all times during the Construction Phase of the Relevant Phase no less than 17 construction trade

apprentices shall be employed at the Development always ensuring each apprentice shall be:-

- (i) recruited through the Kings Cross Construction Centre;
- (ii) employed for a period of not less than 52 weeks; and
- (iii) paid at a rate not less than the national minimum wage.

4.13.6 The Owner shall use all reasonable endeavours to ensure that at all times during the Construction Phase of the Relevant Phase no less than 19 work place and/or work experience opportunities are provided at the Development.

4.13.7 Notwithstanding the provisions in clauses 4.13.5 and 4.13.6 of this Agreement, during the Construction Phase of the Relevant Phase the Owner shall use all reasonable endeavours to provide training opportunities on site for employees resident within the London Borough of Camden and to provide a six-monthly statement setting out the details of candidates employed to Kings Cross Construction.

4.13.8 Following the Occupation Date of the Development the Owner shall ensure that at all times it will have in its employ no less than one end use apprentice within the Development always ensuring the apprentice shall be:-

- (a) recruited in liaison with the Council's Economic Development Team;
- (b) be resident in the London Borough of Camden;
- (c) be paid an amount at least equivalent to the Living Wage;
- (d) be employed on a fulltime basis for at least 52 weeks;
- (e) be provided with appropriate on the job training or day release to enable the apprentice to train for and achieve a Level 2 or Level 3 Apprenticeship Framework qualification; and
- (f) be supervised by a member of staff within the completed Development

4.14 LOCAL PROCUREMENT

4.14.1 The Owner shall (unless agreed otherwise by the Council in writing) at all times during the Construction Phase of the Development comply with the procurement measures approved by the Council under planning reference 2014/3055/P (granted

on 19 May 2014) to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development in accordance with the Council's Local Procurement Code.

4.14.2 On or prior to Implementation of the Relevant Phase to meet with the Council's Labour Market and Economy Service's Local Procurement Team at least one month before tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.

4.14.3 To ensure that throughout the Construction Phase the Relevant Phase shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Code and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.14.4 To use all reasonable endeavours to provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

4.15 OFF-SITE GARAGES PLAN

4.15.1 On or prior to the Implementation of Phase 2 to provide the Council for approval a draft Off-Site Garages Plan.

4.15.2 Not to Implement nor allow Implementation of Phase 2 of the Development until such time as the Council has approved the Off-Site Garages Plan as demonstrated by written notice to that effect.

4.15.3 To ensure that the off-site garages are upgraded and refurbished in strict accordance with the approved Off-Site Garages Plan and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.15.4 Not to Occupy or permit Occupation of Phase 2 of the Development until the Council has confirmed in writing that the off-site garages have been refurbished and upgraded in accordance with the Off-Site Garages Plan approved by the Council and are ready for occupation.

4.15.5 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Off-Site Garages Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Off-Site Garages Plan.

4.16 ON-SITE LANDSCAPING

4.16.1 On or prior to the Implementation Date to provide the Council for approval a draft On-Site Landscaping Plan.

4.16.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the draft On-Site Landscaping Plan as demonstrated by written notice to that effect.

4.16.3 To ensure that the Pedestrian Link is created in accordance with the approved On-Site Landscaping Plan during the Construction Phase of the Development and shall not be carried out otherwise than in strict accordance with the requirements of the On-Site Landscaping Plan and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.16.4 Not to Occupy or permit Occupation of Phase 2 until the Council has confirmed in writing that the Pedestrian Link has been provided in accordance with the On-Site Landscaping Plan approved by the Council.

4.17 PHASING PLAN

4.17.1 The Owner has submitted to the Council for approval a draft Phasing Plan.

4.17.2 The Council has approved the Phasing Plan as demonstrated by written notice to that effect.

4.17.3 Unless otherwise agreed by the Council in writing to ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Phasing Plan and not to permit the carrying out of any works comprised in building out the Development at any time when the requirements of the Phasing Plan are not being complied with and in the

event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

- 4.17.4** Not to Occupy or permit Occupation of the Relevant Phase until such time as the Council has confirmed in writing that the Relevant Phase has been completed in accordance with the Phasing Plan approved by the Council.

4.18 PUBLIC ART

- 4.18.1** The Owner has provided to the Council for approval a draft Public Art Strategy.

- 4.18.2** The Council has approved the Public Art Strategy as demonstrated by written notice to that effect.

- 4.18.3** Unless otherwise agreed by the Council in writing to ensure that the Public Art is installed within the Relevant Phase of the Development in accordance with the approved Public Art Strategy during the Construction Phase and shall not be carried out otherwise than in strict accordance with the requirements of the Public Art Strategy and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

- 4.18.4** Not to Occupy or permit Occupation of the Relevant Phase until the Council has confirmed in writing that the Public Art has been installed within the Development in accordance with the Public Art Strategy approved by the Council.

4.19 PUBLIC OPEN SPACE CONTRIBUTION

- 4.19.1** The Owner has paid to the Council the Public Open Space Contribution in full.

4.20 THE SUSTAINABILITY PLAN

- 4.20.1** On or prior to the Implementation Date of the Relevant Phase to submit to the Council for approval the Sustainability Plan.

- 4.20.2** Not to Implement nor permit Implementation of the Relevant Phase until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect.
- 4.20.3** Within 3 months of the first occupation of the residential units within each Relevant Phase of the Development to submit a satisfactory post-completion review to the Council for approval in writing confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the of the Relevant Phase.
- 4.20.4** Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Relevant Phase at any time when the Relevant Phase is not being managed in strict accordance with the Sustainability Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

4.21 TRAVEL PLAN

4.21.1 On or prior to the Occupation Date to:-

- (a) submit to the Council the Travel Plan for approval; and
- (b) pay to the Council the Travel Plan Monitoring Contribution

4.21.2 Not to Occupy or permit Occupation of any part of the Development until such time as:

- (a) the Council has approved the Travel Plan as demonstrated by written notice to that effect; and
- (b) the Council has received the Travel Plan Monitoring Contribution in full.

4.21.3 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Travel Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Travel Plan.

4.22 DETAILED BASEMENT CONSTRUCTION PLAN

4.22.1 On or prior to the Implementation Date of Phase 2 to provide the Council for approval the Detailed Basement Construction Plan.

4.22.2 Not to Implement nor allow Implementation of Phase 2 until such time as the Council has approved the Detailed Basement Construction Plan as demonstrated by written notice to that effect.

4.22.3 The Owner acknowledges and agrees that the Council will not approve the Detailed Basement Construction Plan unless it demonstrates by way of certification by the suitably qualified engineers from recognised relevant professional body to the Council's reasonable satisfaction that the Development can be constructed safely in light of the ground and water conditions and will not cause any structural problems with neighbouring properties nor the Development itself.

4.22.4 To ensure that throughout the Construction Phase of Phase 2 the Development shall not be carried out otherwise than in strict accordance with the requirements of the Detailed Basement Construction Plan and not to permit the carrying out of any works comprised in building out the Development at any time when the requirements of the Detailed Basement Construction Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required to remedy such non-compliance.

4.22.5 Not to Occupy or permit Occupation of Phase 2 until a satisfactory post-completion review has been submitted to and approved by the Council in writing by way of certification by a suitably qualified engineer from a recognised relevant professional body confirming that the measures incorporated in the Detailed Basement Construction Plan as approved by the Council have been incorporated into the Development.

4.22.6 Following the Occupation Date the Owner shall not Occupy or permit Occupation of Phase 2 at any time when the Development is not being managed in strict accordance with the Detailed Basement Construction Plan as approved by the Council and in the event of any breach shall forthwith take any steps required to remedy such non-compliance.

4.23 CARBON OFFSET CONTRIBUTION

- 4.23.1 In the event that the Development has not connected to the Royal Free District Combined Heat Power (CHP) Network or has a secure agreement to do so within 3 years from the date of Occupation of Phase 2 the Owner shall pay to the Council the Carbon Offset Contribution in respect of any shortfall of the Development in meeting the target reductions of CO2 emissions beyond the Building Regulations Part L (2013)

5. NOTICE TO THE COUNCIL/OTHER MATTERS

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2016/5358/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the planning reference 2016/5358/P.
- 5.7 Payment of the financial contributions pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable) The owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2016/5358/P. Electronic Transfer be made directly to National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480..
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the

denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

$$A = \frac{B \times (Y-X)}{X}$$

- 5.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2016/5358/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.

- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner the or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect.
- 6.9 Subject to the provisions of paragraph (i) – (iii) below the restrictions contained in Clause 4.1 hereof shall not be binding upon a mortgagee or chargee ("the Chargee") of the Registered Provider of the Affordable Housing Units nor any receiver appointed by such Chargee or on any person deriving title from such Chargee in possession PROVIDED that the following conditions have been satisfied:
- i) In the event of the Registered Provider entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or defaults on any other terms of the mortgage or charge so that the Chargee exercises its power of sale then any Chargee of the Affordable Housing Units or any such receiver or administrative

receiver shall give notice to the Council of its intention to dispose ("the Default Notice").

- ii) In the event of receipt of a Default Notice the Council shall be at liberty for a period of three calendar months from receipt of the Default Notice ("the Specified Period") to seek to identify another Registered Provider to agree to take a transfer of the Affordable Housing Units.
- iii) If the Council having failed to locate another Registered Provider ready able and willing to take a transfer of the Affordable Housing Units within the Specified Period then should the Chargee or any such receiver or administrative receiver take possession of the Affordable Housing Units as appropriate otherwise enforce its security on relation to the same at any time thereafter then the Specified Period shall be deemed to have elapsed and the obligations of any Chargee and the terms of this Agreement shall be determined in relation to the Affordable Housing Units and shall cease to bind the Affordable Housing Units ALWAYS PROVIDED that any person claiming title from a Chargee, receiver or administrative receiver who has obtained title to the Affordable Housing Units after the procedure set out in this sub Clause has been followed shall not be bound by the restrictions contained in Clause 4.1 hereof as will any person deriving title therefrom.

6.10 For the purposes of Clause 6.9(i) of this Agreement service of the Default Notice on the Council must be sent to each and all of the following recipients (or their successor position or title) quoting the address of the property and planning reference 2016/5358/P for the Default Notice to be properly served:-

- (a) The Chief Executive;
- (b) The Director of Culture and Environment;
- (c) The Assistant Director Regeneration and Planning;
- (d) The Planning Obligations Monitoring Officer; and
- (e) The Head of Legal Services.

6.11 Any tenant (or person claiming title from such tenant or any successors in title thereto and their respective mortgagees and chargee) of a Registered Provider at the

Property who exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto) shall be released from the obligations of Clause 4.1.

- 6.12 The relevant Registered Provider shall use all reasonable endeavours to apply the monies received by the Registered Provider in respect of the sale of such tenant for the provision of Affordable Housing within the London Borough of Camden in the first instance or, in the event the Registered Provider can show to the Council's reasonable written satisfaction that such funds are unable to be applied within the London Borough of Camden, within the North London Region (or successor region).

7. MORTGAGEE EXEMPTION

- 7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

8. JOINT AND SEVERAL LIABILITY

- 8.1 All Covenants made by the Owner [and the] in this Agreement are made jointly and severally and shall be enforceable as such.

9. RIGHTS OF THIRD PARTIES

- 9.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner [and the Mortgagee] have executed this instrument as their Deed the day and year first before written

OR

IN WITNESS whereof the Council and the Owner have caused their respective common seals to be hereunto affixed [and the Mortgagee has executed this instrument as a Deed] the day and year first before written

THE FIRST SCHEDULE
Construction Management Plan
Air Quality and Carbon Reduction

Requirements to control and minimise NO_x, PM₁₀, CO₂ emissions from construction sites and avoid nuisance and dust complaints.

A method statement shall be prepared and adopted as part of the Construction Management Plan to minimise gaseous and particulate matter emissions generated during the Construction Phase. The method statement shall identify the specific measures which will be implemented to control air pollution emissions during each of the following stages of the Construction Phase: (a) demolition; (b) ground breaking; and (c) construction/build.

The Construction Phase shall be carried out in accordance with the Best Practise Guidance Note "Control of dust and emissions from construction and demolition" published by London Councils, 2006. The risk rating of the site shall be defined in the method statement and determined using the risk assessment methodology in the Best Practise Guidance. Techniques to control dust from construction activities and emissions from vehicles and plant, and undertake air quality monitoring, shall conform to the 'medium' or 'high' risk categories outlined in the Best Practice Guidance.

The following best practise measures shall be included as a minimum in the method statement:-

A - Techniques to control PM₁₀ and NO_x emissions from vehicles and plant

- a) Low emission plant fitted with catalysts, diesel particulate filters or similar devices shall be used;
- b) Plant shall be well maintained, with routine servicing of plant and non-road mobile machinery (NRMM) to be completed in accordance with the manufacturers recommendations;
- c) Avoid the use of diesel or petrol powered generators and use mains electricity or battery powered equipment;
- d) Non-road mobile machinery (NRMM) shall use ultra low sulphur tax-exempt diesel and be fitted with appropriate exhaust after-treatment such as catalysts, diesel particulate filters as stated on the approved list managed by the Energy Saving Trust. Details of the plant and control equipment shall be included in the method statement.

- e) All construction vehicles shall comply with the Euro 4 emissions standard and where possible use low emission fuels and alternative technology.
- f) Plant and vehicles shall be located way from the closest receptors or house in closed environments where possible.

B - Techniques to control dust emissions from construction and demolition

- a) Keep site fencing, barriers and scaffolding clean using wet methods;
- b) Buildings to be demolished shall be wrapped
- c) Provide easily cleaned hard standing for vehicles and clean using wet sweeping methods;
- d) Provide the use of wheel-wash facilities near the site exit. Fit wheel-washes with rumble grids to dislodge accumulated dust and mud prior to leaving the site to avoid carrying dust or mud off the site;
- e) Inspect internal haul routes for integrity and instigate necessary repairs to the surface as soon as reasonably practicable;
- f) Routinely clean the Public Highways and accesses using wet sweeping methods especially during dry periods;
- g) Impose and signpost maximum speed limits of 10 mph on surfaced haul routes and work areas within the Site;
- h) Ensure all vehicles carrying loose or potentially dusty material to or from the site are fully sheeted;
- i) Store materials with the potential to produce dust away from site boundaries;
- j) Sheet, seal or damp down stockpiles of excavated material held on site;
- k) Any loose materials brought onto the site shall be protected by appropriate covering
- l) The site shall be dampened down during the working day and again at the end of the day to reduce the amount that is re-suspended dust.
- m) Ensure water suppression is used during demolition operations;
- n) Ensure mobile crushing and screening plant and cement batching plant which are regulated under the Local Air Pollution Prevention and Control regime operate in compliance with a Part B Permit. This shall be submitted to the local authority prior to operation.
- o) Site personnel shall be trained in dust mitigation and a manager shall be present for managing dust on site.

C - Air Quality Monitoring

- a) Throughout the Construction Phase continuous particulate matter (PM10) monitoring shall be undertaken. Two instruments will be deployed at the site boundary in a transect orientated to the prevailing wind direction, with a third monitor located at the nearest sensitive receptor. One monitor shall be co-located with an anemometer.
- b) Adequate quality assurance/quality control procedures shall be in place including monitor maintenance and calibration as well and data checking. PM10 data shall be collected automatically on an hour basis.
- c) A trigger action level for PM10 concentrations of $200\mu\text{g.m}^{-3}$ (15 minute average) shall be used to identify incidences of elevated dust emissions at the site boundary. The development site shall comply with the trigger action throughout the demolition and construction phases.
- d) An on-site alert system (email or SMS) shall be in place to notify appropriate staff that the trigger action level has been reached. Immediate and appropriate measures can be put in place to rectify abnormal particulate emissions. A procedure shall be established to deal with abnormal dust emissions. All incidences of abnormal particulate emissions leading to breaches of the trigger action level, shall be documented in the site log book (date and time), with details of the action take to remediate dust emissions.
- e) An e-mail specifying details of any alert to be sent out to the Council's air quality officer as soon as practicable following any breach of the site trigger action level.
- f) An electronic report shall be submitted to the Council's air quality officer every three months summarising the following information from each monitoring site – 24 hour average PM10 concentration, date and time of any breach of the trigger action level with the 15 minute mean concentration, prevailing wind direction and details of the cause of elevated dust emissions and mitigation measures.
- g) The Council shall be notified of any changes to the location and operation of dust PM10 monitoring instrumentation.

- h) A 24-hour phone hotline shall be set up so that residents can complain about high dust or PM10 levels directly to the developer.

The following items shall be included in the method statement:

- a) A specific timetable identifying the start and finish dates of each phase, including dust generating activities and PM10 monitoring.
- b) An inventory of stationary and fugitive dust, PM10 and NOx emission sources with an explanation of how these will be mitigated in accordance with the London Council's Best Practise Guidance.
- c) A map identifying the location of dust generating activities, plant equipment associated with emissions to air and PM10 monitors.
- d) An air quality monitoring protocol prepared in accordance with the requirements of section C.

D - Techniques to reduce CO₂ emissions from construction vehicles

A commitment from the Owner that contractors' vehicles involved in construction and demolition work will adopt 'green fleet management practices' that will result in a 10% reduction in tail-pipe CO₂ emissions over the duration of the construction phase. A green fleet management plan included in the method statement identifying measures to improve vehicle efficiency and reduce CO₂ emissions from construction vehicles. This could include the use of fuel monitoring equipment in vehicles, eco-driver training, accreditation with FORS (Freight Operator Recognition Scheme run by TfL) or SAFED (Safe and Fuel Efficient Driving run by the DfT) and use of low carbon vehicles such as hybrid electric, electric and bio-methane.

THE SECOND SCHEDULE

Construction Management Plan Highway Measures

A Construction Management Plan outlines how construction work will be carried out and how this work will be serviced (e.g. delivery of materials, set down and collection of skips), with the objective of minimising traffic disruption and avoiding dangerous situations and minimising the impact on local amenity. A Construction Management Plan should cover both demolition and construction phases of development. Details of the Construction Management Plan will relate to the scale and kind and location of the development and they should assess the impact on transport and on local amenity including road user amenity. Should any one of these criteria be considered not to be relevant, then specific justification, as to why that particular criterion is not relevant, will need to be provided. The Construction Management Plan should demonstrate that the following has been considered and where necessary the impacts mitigated:

(Note the term 'vehicles' used here refers to all vehicles associated with the implementation of the development, e.g. demolition, site clearing, delivering of plant, material and construction, staff parking etc)

1. A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
2. Proposed start and end dates for each phase of construction.
3. The proposed working hours within which vehicles will arrive and depart.
4. The access arrangements for vehicles.
5. Proposed routes for vehicles between the site and the Transport for London Road Network (TLRN). Consideration should also be given to weight restrictions, low bridges and cumulative affects of construction on the highway. A map of the TLRN can be downloaded from the following site:-
http://www.tfl.gov.uk/assets/downloads/TFL_Base_Map_Master.pdf
6. Typical sizes of all vehicles and the approximate frequency and times of day when they will need access to the site, for each phase of construction.
7. Swept path drawings for any tight manoeuvres on vehicle routes to the site.
8. Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.
9. Parking and loading arrangement of vehicles and delivery of materials and plant to the site.

10. Details of proposed parking bays suspensions and temporary traffic management orders.
11. Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
12. Details of hoarding required or any other occupation of the public highway.
13. Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
14. Details of how traffic associated with the Development will be managed in order to reduce congestion.
15. Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
16. Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
17. Details of consultation on a draft Construction Management Plan with local residents, business, local groups (e.g. residents/tenants and business associations) and Ward Councillors. Details should include who was consulted, how the consultation was conducted and the comments received in response to the consultation. In response to the comments received, the Construction Management Plan should then be amended where appropriate and where not appropriate a reason should be given why not. The revised Construction Management Plan should also include a list of all the comments received. You are advised to check your proposed approach to consultation with the Council before carrying it out.
18. Details of any Construction Working Group that will be set up, addressing the concerns of surrounding residents, as well as contact details for the person responsible for community liaison on behalf of the developer, and how these contact details will be advertised to the community.
19. Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to should form part of the consultation and be notified to the Council. Contractors will also be required to follow the "Guide for Contractors Working in Camden" also referred to as "Camden's Considerate Contractor's Manual"
20. Details of other construction sites in the local area and how your Construction Management Plan takes into consideration the cumulative effects of construction local to your site.
21. All contractors and sub-contractors operating large vehicles over 3.5 tonnes must meet all of the following conditions:-

- a) Operators must be a member of TfL's Fleet Operator Recognition Scheme (www.tfl.gov.uk/fors) or similar at the Bronze level.
 - b) All drivers must have undertake cycle awareness training such as the Safe Urban Driver module through FORS or similar.
 - c) All vehicles associated with the construction of the Development must:
 - i. have Side Guards fitted, unless it can be demonstrated to the reasonable satisfaction of the Employer, that the Lorry will not perform the function, for which it was built, if Side Guards are fitted;
 - ii. have a close proximity warning system fitted comprising of a front mounted, rear facing CCTV camera (or Fresnel Lens where this provides reliable alternative), a Close Proximity Sensor, an in-cab warning device (visual or audible) and an external warning device to make the road user in close proximity aware of the driver's planned manoeuvre
 - iii. have a Class VI Mirror; and
 - iv. Bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.
22. Any other relevant information with regard to traffic and transport.
23. The Construction Management Plan should also include the following statement:-
"The agreed contents of the Construction Management Plan must be complied with unless otherwise agreed with the Council. The project manager shall work with the Council to review this Construction Management Plan if problems arise in relation to the construction of the Development. Any future revised plan must be approved by the Council and complied with thereafter."

It should be noted that any agreed Construction Management Plan does not prejudice further agreement that may be required for things such as road closures or hoarding licences