

DATED 21 FEBRUARY 2018

(1) CAMDEN LIVING LIMITED

and

(2) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

A G R E E M E N T
relating to land known as
MAIDEN LANE ESTATE
MAIDEN LANE
LONDON NW1 9YL
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

Andrew Maughan
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London Borough of Camden
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THIS AGREEMENT is made the 21st day of February 2018

BETWEEN:

- i. **CAMDEN LIVING LIMITED** (Co. Regn. No. 10484863) whose registered office is at 5 Pancras Square, London, N1C 4AG (hereinafter called "the Owner") of the first part
- ii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. WHEREAS

- 1.1 The Council as land owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL739656.
- 1.2 The Owner has on the date of this Agreement entered into lease(s) of the Property for a term of [130 years] and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A planning application for the development of the Site was submitted to and approved by the Council under reference number 2012/5552/P (the "Original Permission").
- 1.4 Further planning applications for the variation of conditions attached to the Original Permission in respect of the development of the Site were submitted to and approved by the Council conditionally under reference numbers 2013/8294/P, 2016/4402/P and 2017/0714/P.
- 1.5 Condition 58 of the Planning Permission requires any owners of the land with legal locus to enter into an agreement under section 106 of the Act to enter into such agreement incorporating obligations in respect of matters covered by conditions marked with * in the Planning Permission.

1.6 In compliance with Condition 58 of the Planning Permission, the Owner enters into this Agreement pursuant to the provisions of section 106 of the Act to secure those conditions marked with an * in the Planning Permission that relate to the Property and remain outstanding.

1.7 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 Property should be restricted or regulated in accordance with this Agreement.

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 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 49 Intermediate Rented Housing Units within the Property 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 Car Club Plan" a plan setting out a package of measures the Owner will use in the management of the Development ensuring that it enters into an

agreement with a local Car Club operator for a term of no less than three years from the date of last Occupation of the Development to provide a membership subsidy for all residents of the Development who wish to take part always ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.6 "Community Access Plan"

the plan approved by the Council pursuant to the Planning Permission setting out detailed measures to be undertaken by the Owner to ensure that the Owner and its representatives and agents secure accessibility to the Development through the disabled lift located in Block A shown marked in Plan 2 by ensuring the following:-

- (a) the disabled lift is accessed via the reception area from York Way (lower ground level) or a side access door at upper ground level;
- (b) drawings showing exact location of the disabled lift and intended routes for access;
- (c) provision of a 24 hour concierge present in the reception area who will be able to operate the controlled access between the upper and lower ground floors and facilitate access to the lift;
- (d) provision of residents of the Property with access passes which allow operation of the lift without the concierge;

- (e) provision of a call facility to the concierge for non residents to allow use of the disabled lift by the public 24 hours a day seven days a week;
- (f) provision of clear signage in the the location of the disabled lift and how to use it;
- (g) 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

2.7 "the Development"

redevelopment of eastern part of Maiden Lane Estate following the demolition of Nos 1-55 and 2-16 Maiden Lane (Class C3 residential use) and the North Western Industrial Estate (Classes B1c/B8) to provide 10 new blocks including a 20 storey residential tower and 9 mixed use blocks of 3-7 storeys incorporating 273 units of class C3 residential (147 market / 74 social rented / 52 intermediate flats), mixed employment/retail/food and drink/community uses at ground floor level (classes B1/A1/A3/A4/D1) and a new energy centre, together with cycle parking and increased and improved areas of public realm and landscaping as shown the drawings and plans approved pursuant to the Planning Permission

2.8 "the Energy Efficiency and Renewable Energy Plan"

the plan approved by the Council pursuant to the Planning Permission 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:-

- a) the incorporation of the measures set out in the submission document entitled Energy Strategy and dated 4 October 2012 by PRP;
- b) 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 31% in carbon emissions by using reasonable endeavours but achieving at least 25% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;
- c) mechanisms to show integration of the Property estate-wide energy strategy as a second phase to the Development energy centre;
- d) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- e) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;

- f) measures to enable future connection to a local energy network at the boundary of the Property;
- g) 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;
- h) 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
- 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

2.9 "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 Intermediate Rented Housing and other sub-market rent as agreed in writing by the Council

2.10 "Intermediate Rented Housing"

a tenure of Affordable Housing that is occupied on the following basis:-

- (a) complies with the requirements set out for housing of this type in the National Planning Policy Framework;
- (b) is consistent with Camden Supplementary Planning Document "Camden Planning Guidance CPG2 - Housing" and the requirements set out in paragraph 3.61 of the London Plan or its successor policies (subject to annual reviews)
- (c) provides housing where the annual housing costs for each Intermediate Rented Unit (including rent and service charge) shall:-
 - (i) be no more than 52% (or such other proportion as agreed in writing by the Council) of local market rent for the 23 x 1-bed units forming part of the Property;
 - (ii) be no more than 43% (or such other proportion as agreed in writing by the Council) of local market rent for the 9 x 2-bed 3-person units forming part of the Property;

(iii) be no more than 75% (or such other proportion as agreed in writing by the Council) of local market rent for the 17 x 2-bed 4-person units forming part of the Property; and

(iv) have regard to such caps on overall benefits that the Government may introduce

2.11 "Intermediate Rented Housing Units"

the 49 units of Intermediate Housing forming the Property comprising 20 x 1-bed and 29 x 2-bed units to be provided within the Development in accordance with the Accommodation Schedule appended in the Second Schedule hereto

2.12 "Occupation Date"

the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.13 "the Parties"

mean the Council and the Owner

2.14 "Plan 1"

the plan marked Plan 1 annexed hereto showing 9A York Way;

2.15 "Plan 2"

the plan marked Plan 2 annexed hereto showing 74 Broadfield Lane;

2.16 "Plan 3"

the plan marked Plan 3 annexed hereto showing 73 Broadfield Lane;

2.17 "Plan 4"

the plan marked Plan 4 annexed hereto showing 9B York Way;

- 2.18 "Plan 5" the plan marked Plan 5 annexed hereto showing 9C York Way;
- 2.19 "Plan 6" the plan marked Plan 6 annexed hereto showing 72 Broadfield Lane;
- 2.20 "Plan 7" the plan marked Plan 7 annexed hereto showing the Site
- 2.21 "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
- 2.22 "the Planning Permission" the planning permission in respect of the Development of the Site granted by the Council conditionally on 22 March 2013 under reference number 2012/5552/P and as varied by minor material amendments granted by the Council under s73 of the Act under references 2013/8294/P, 2016/4402/P and 2017/0714/P the same as all annexed hereto
- 2.23 "the Property" the following residential units forming part of the Development which are more particularly described in the Property Schedule appended in the Third Schedule hereto:-
- (a) the 17 residential units known as Flats 1 - 17 located within the residential block known as 9A York Way London N7 9GY as shown grey on Plan 1;

- (b) the two residential units known as Flats 2 and 4 located within the residential block known as 74 Broadfield Lane London NW1 9DJ as shown grey on Plan 2;
- (c) the five residential units known as Flats 1 – 5 located within the residential block known as 73 Broadfield Lane London NW1 9DJ as shown grey on Plan 3;
- (d) the five residential units known as Flats 1 – 5 located within the residential block known as 9B York Way, London N7 9GY as shown grey on Plan 4;
- (e) the 5 residential units known as Flats 1 – 5 located within the residential block known as 9C York Way, London N7 9GY as shown grey on Plan 5; and
- (f) the 15 residential units known as Flats 10 - 24 located within the residential block known as 72 Broadfield Lane London NW1 9DJ as shown grey on Plan 6

2.24 "Registered Provider"

a registered provider of Affordable Housing registered as such by the Regulator or any other body organisation or company approved by the Council in writing.

2.25 "Regulator"

means the Regulation Committee, a statutory committee of the Home and Communities Agency, operating under the name Regulator of Social Housing and any successor organisation

- 2.26 "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
- 2.27 "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
- 2.28 "Service Management Plan" the plan setting out a package of measures to be adopted by the Owner and approved by the Council pursuant to the Planning Permission (as may be updated with the approval of the Council from time to time) for the management of deliveries and servicing to the Property securing the minimisation of conflicts between service vehicles and car and pedestrian movements and the minimisation of damage to amenity from such servicing and deliveries which shall include inter alia the following:-
- (a) a requirement for delivery vehicles to unload from a specific suitably located area;
 - (b) details of the person(s) responsible for directing and receiving deliveries to the Property;
 - (c) measures to avoid a number of delivery vehicles arriving at the same time;

- (d) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;
- (e) likely nature of goods to be delivered;
- (f) the likely size of the delivery vehicles entering the Property;
- (g) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements;
- (h) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing and minimise the demand for the same;
- (i) provision of swept path drawings to ascertain manoeuvring when entering and exiting the Property;
- (j) details of arrangements for refuse storage and servicing; and
- (k) 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

2.29 "the Site"

the land known as Maiden Lane Estate Maiden Lane London NW1 9YL the same as shown outlined in red on Plan 7

2.30 "the Sustainability Plan"

the plan approved by the Council pursuant to the Planning Permission including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-

- (a) be based on a Building Research Establishment Environmental Assessment Method assessment with a target of achieving a Very Good Excellent or Outstanding rating and use all reasonable endeavours to attain at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories (or any comparable replacement regime);
- (b) achieve at least Level 4 of the Code for Sustainable Homes and use all reasonable endeavours to attain at least 50% of the credits in each of the Energy Water and Materials categories to be carried out by a recognised independent verification body in respect of the Property (or any comparable replacement regime);
- (c) 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 Sustainability Plan are achievable and satisfy the aims and objectives of the Council's strategic

policies on sustainability contained within its Development Plan; and

- (d) 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

2.31 "the Travel Plan"

the plan approved by the Council pursuant to the Planning Permission setting out a package of measures to be adopted by the Owner in the management of both the residential and commercial elements of the Development 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 First Schedule hereto;
- (b) provision of a TRAVL survey;
- (c) provision for an initial substantial review of the plan within six months of full Occupation Date of the Development ensuring the plan is updated upon receipt of results of the review (including an updated TRAVL survey) and further approved in writing by the Council;

- (d) a mechanism for monitoring and reviewing of the plan annually for a period of five years following the initial substantial review referred to in (b) above and further approved in writing by the Council;
- (e) a mechanism for reviewing the plan after the end of the five year period referred to in (c) above when required;
- (f) 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;

2.32 "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 ongoing process of continuous improvement

2.33 "TRAVL"

is an acronym for Trip Rate Assessment Valid for London which is a multi-modal trip generation database designed specifically for use in London to estimate the effect of proposed changes in land use on transport patterns and on the amount of road traffic in an area

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 Any reference to "the Council" in this Agreement shall specifically refer to the Council as Planning Authority.
- 3.5 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.6 It is hereby agreed between the Parties that the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon 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 Property shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.8 for all relevant purposes.
- 3.9 The Parties acknowledge that this Agreement complies with condition 32 of the Planning Permission in relation to the Property.

3.10 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.

3.11 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 and agrees that the obligations in this Agreement shall only be enforceable against the Owner to the extent that they relate to the interest it holds in the Property.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **AFFORDABLE HOUSING**

4.1.1 The works of construction conversion and fitting out of the Affordable Housing Units have been completed 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.

4.1.2 To ensure that the Affordable Housing Units shall not be otherwise used, occupied and shall be retained in perpetuity for no purpose other than for the provision of Intermediate Housing for occupation in accordance with the provision of Affordable Housing as approved by the Council in writing.

4.1.3 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.

- 4.1.4 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 as otherwise approved by the Council in writing.

4.2 THE COMMUNITY ACCESS PLAN

- 4.2.1 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Property at any time when the Property is not being managed in strict accordance with the Community Access Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Property otherwise than in strict accordance with the requirements of the Community Access Plan.

4.3 THE CAR CLUB PLAN

- 4.3.1 On or prior to the Occupation Date to submit to the Council for approval the Car Club Plan.
- 4.3.2 Not to Occupy nor permit Occupation until such time as the Council has approved the Car Club Plan as demonstrated by written notice to that effect.
- 4.3.3 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Property at any time when the Property is not being managed in strict accordance with the Car Club Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Property otherwise than in strict accordance with the requirements of the Car Club Plan.

4.4 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

- 4.4.1 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Property at any time when the Property 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 Property otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Plan.

4.5 THE SERVICE MANAGEMENT PLAN

4.5.1 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Property at any time when the Property is not being managed in strict accordance with the Service Management Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Property otherwise than in strict accordance with the requirements of the Service Management Plan.

4.6 THE SUSTAINABILITY PLAN

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

4.7 THE TRAVEL PLAN

4.7.1 The Owner covenants with the Council that after the Occupation Date the Owner shall not Occupy or permit Occupation of the Property at any time when the the Property 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 Property otherwise than in strict accordance with the requirements of the Travel Plan.

4.8 CAR CAPPED DEVELOPMENT

4.8.1 To ensure that prior to Occupying any residential unit forming part of the Property each new resident of the Property 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) 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.

4.8.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.8.1 above will remain permanently.

4.8.3 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 Property (as issued and agreed by the Council's Street Name and Numbering Department), identifying those units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.22.1 of this Agreement.

5. **NOTICE TO THE COUNCIL/OTHER MATTERS**

5.1 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 2017/0714/P the date upon which the Development is ready for Occupation.

5.2 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.

5.3 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.

5.4 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.

5.5 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 2017/0714/P.

5.6 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 2017/0714/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 [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(a) 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 2017/0714/P for the Default Notice to be properly served:-

- (a) The Chief Executive;
- (b) The Executive Director Supporting Communities;
- (c) The Director Regeneration and Planning;
- (d) The Planning Obligations Monitoring Officer; and

(e) The Borough Solicitor.

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 Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. **RIGHTS OF THIRD PARTIES**

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

THE FIRST SCHEDULE THE TRAVEL PLAN

PART I: Components of the Travel Plan

The Travel Plan will be a basis for promoting sustainable travel to and from the Property for all aspects of use forming part of the Development.

Planning Policy Guidance note 13 (PPG13 (transport)) states that... "The Government wants to help raise awareness of the impacts of travel decisions and promote the widespread use of travel plans amongst businesses, schools, hospitals and other organisations."

For further advice on developing a Travel Plan see the DfT's travel plan website: (www.transportenergy.org.uk), Transport for London's travel plan guidance website (www.tfl.gov.uk/workplacetravelplanning) or Camden's Travel Plan partner website: www.camden.gov.uk/wtp

The Owner will implement the Travel Plan where appropriate in partnership with the Council and/or with public transport operators.

In drawing up the Travel Plan ("the Plan) the Owner shall ensure that provisions relating to the following matters are contained within the Plan:-

1. **Public Transport and walking**
 - a. Review the public transport needs of occupiers and visitors and consider potential park and ride type services or shuttle-type services for occupiers, or suggest further enhancements to the scheduled London Bus network
 - b. Provide in-house public transport information and ensure that this is regularly updated (both Transport for London and National Rail travel information is available from their respective websites: www.tfl.gov.uk/www.nationalrail.co.uk)
 - c. Consider provision of interest-free annual season ticket/travelcard loans for travel on buses, the underground, trains and trams for any commercial occupiers of the Development

- d. Encourage walking through the provision of information on the best pedestrian routes to and from the Property for occupiers and visitors

2. Taxis and Minicabs

Consideration must be given to the provision and management of Taxi access to the Property

3. Traffic Restraint

The Plan must seek to reduce the volume and impact of vehicles generated by the Development

4. On-Street Parking Controls

The plan should aim to contain the transport impacts of the site (including parking, loading and unloading) to within the curtilage of the site and reduce the impact of the site on surrounding on-street parking.

5. Parking and Travel

A review of occupier's travel should have the principal aim of reducing non-essential single occupant driver trips to the site and increasing the proportion of trips undertaken by bicycle and on foot. With regards to car travel and car parking, this should include:

- a. a review and/ or development of criteria to reduce car allowances and include measures to limit the use of car parking and permits in and around the Property.
- b. a review of any on-site parking charges
- c. consideration and/or review of pool vehicles for work related trips including more environmentally friendly vehicles and alternative forms of transport for some trips.
- d. consider the use of partial homeworking/teleworking/teleconferencing where feasible and appropriate

6. Traffic Management

An assessment must be made of the impacts of the proposed car park access changes on existing internal congested traffic flows and seek further enhancements to internal traffic flow to better manage congestion

7. **Cycling**

The following cycle measures must be provided in sufficient quantity in line with annual travel surveys to be subsequently carried out:

- a. secure and well-lit workplace cycle parking

Consideration shall also be given to providing the following, especially in the commercial areas:

- b. changing and showering facilities
- c. cycle allowance for work-related journeys
- d. cycle and equipment loans and insurance
- e. cycle repair facilities
- f. cycle pool for work-related journeys
- g. a Bicycle Users Group (BUG) to progress cyclists issues on site
- h. work with the Council to improve cycle routes to/from the Property

8. **Facilities for Goods Movement and Servicing**

The Owner should encourage suppliers and delivery contractors to use alternatively-fuelled vehicles (such as electric and LPG vehicles and cycles) – organisations can apply to the Energy Saving Trust (www.est.org.uk) for alternatively- fuelled vehicle grants

PART II: Review and Monitoring of the Travel Plan

The Owner shall ensure that the Plan contains arrangements for the review and monitoring of the Travel Plan and that this is carried out on an ongoing basis and at least once every year following the initial substantial review undertaken six months following the Occupation Date. These arrangements will deal with the matters set out below establishing firm timescales for the taking of each step, specific targets to be adopted for the measuring of the effectiveness of each measure and a reporting mechanism to the Council. It is acknowledged that it will be appropriate to amend the Travel Plan by agreement in the light of developing circumstances.

1. **Review the Property's Transport Accessibility**

The first stage will be to review the Property's accessibility by all modes. An accessibility report will be produced and this will form the basis for the next stages.

2. **Consultation with occupiers**

This will involve meeting occupiers of the Property to promote the concept of a Travel Plan. The meetings will seek to identify a common set of objectives for encouraging walking, cycling and public transport usage combined with reducing reliance on the private car.

3. **User Consultation and Travel Surveys**

This stage will be based around consultation. It will be extremely important to secure the support of occupiers and users of the Development if the Plan is to succeed. This stage will include occupier and user travel surveys to examine the use of existing modes of travel, attitudes towards sustainable modes of transport and the most effective measures to promote sustainable transport for commuting journeys and business journeys. The Owner will consult with the Council at this stage.

4. **Implementation**

Stages 1 to 3 will provide the base information for the review of the Travel Plan.

5. **Monitor and Review**

The Travel Plan will secure an ongoing process of continuous improvement. Each version of the Travel Plan shall set out a mechanism of next steps to be tackled in line with results collated from the surveys and shall also set out a mechanism for reporting back to the Council on an annual basis on how effectively the Travel Plan is being in maximising the use of sustainable transport.

**SECOND SCHEDULE
ACCOMMODATION SCHEDULE**