

DATED

1 MAY

2018

TAYLOR WIMPEY UK LIMITED

UNILATERAL UNDERTAKING
relating to land known as
Mount Pleasant, Camden
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

THIS UNILATERAL UNDERTAKING is made this 1st day of May 2018

BY:

i. TAYLOR WIMPEY UK LIMITED (Co. Regn. No. 01392762) of Gate House, Turnpike Road, High Wycombe HP12 3NR (hereinafter called "the Owner")

TO:

ii. THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council")

1. WHEREAS

1.1 The Greater London Authority the Council the Mayor and Burgesses of the London Borough of Islington and Royal Mail Estates Limited entered into an Agreement dated 27 March 2015 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).

1.2 The Owner has entered into a 999 year lease of the Property from Royal Mail Estates Limited and is registered at the Land Registry as the leasehold proprietor of the Property under Title Numbers NGL973436 NGL973435 and NGL973437 and is interested in the Property for the purposes of Section 106 of the 1990 Act.

1.3 The Council is the local planning authority for the purposes of the 1990 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 Deed.

1.4 A new application for non material amendments in respect of the development of the Property was submitted to the Council by the Owner and the Council resolved to grant approval under reference 2018/0817/P subject to the Owner providing an enhanced affordable housing offer that goes beyond the offer contained in the Section 106 Agreement.

1.5 For that purpose the Owner is willing to give the undertakings in this Deed pursuant to the provisions of Section 106 of the 1990 Act.

2. **DEFINITIONS**

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

2.1 "Additional Affordable Housing"
the additional units of Affordable Housing (comprising the conversion of 3 Market Housing Units to Affordable Rented Housing and the use of 4 units of Intermediate Housing as Intermediate Rented Housing) as shown on the plans attached to this Deed

2.2 "Affordable Housing Amended Schedule"
means the schedule attached to this Deed which sets out the unit mix of the Affordable Housing Units

2.3 "Best Endeavours"
means being required to take all steps in their power, including for the avoidance of doubt the expenditure of sums of money and the engagement of such professionals or other advisers as in all circumstances may be reasonable, which are reasonably likely to produce the desired results but not requiring the party to pursue any proceedings (including any appeal) in any court public inquiry or other hearing except where there is a reasonable prospect of their success

2.4 "the Deed"

this planning obligation made pursuant to Section 106 of the 1990 Act

2.5 "Intermediate Rented Housing"

affordable housing available for rent in perpetuity above target rents but substantially below open market levels occupied on the following basis:-

(a) comply 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 home (including rent and service charge) shall:-

(i) be affordable to rent to individuals who are on household incomes of £30,000 per annum for 1 bedroom units and £40,000 per annum for 2 bedroom units so that these households are paying no more than 40% of their net income on rent and service charge (with annual rent increases to not exceed the interest in the Consumer Price Index +1%);

(ii) not exceed rents for market homes with the same number of bedrooms available in any part of the London Borough of Camden; and

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

2.6 "the NMA Application"

the non-material amendment application under S96A of the Act submitted by the Owner to the Council in respect of the Planning Permission (reference 2018/0817/P)

2.7 "Non Material Amendments"

the non material amendments granted pursuant to the NMA Application including the rearrangement and changes to the amount of floorspace for the affordable residential units served by Cores A1 and A2; rearrangement of Cores A3 to A7 serving the private residential units, including the removal of Core A5, and subsequent amendments to the private units including changes to the unit mix and amount of floorspace; reduction to basement footprint and alterations to layout; alterations to the building elevations

2.8 "the Planning Permission"

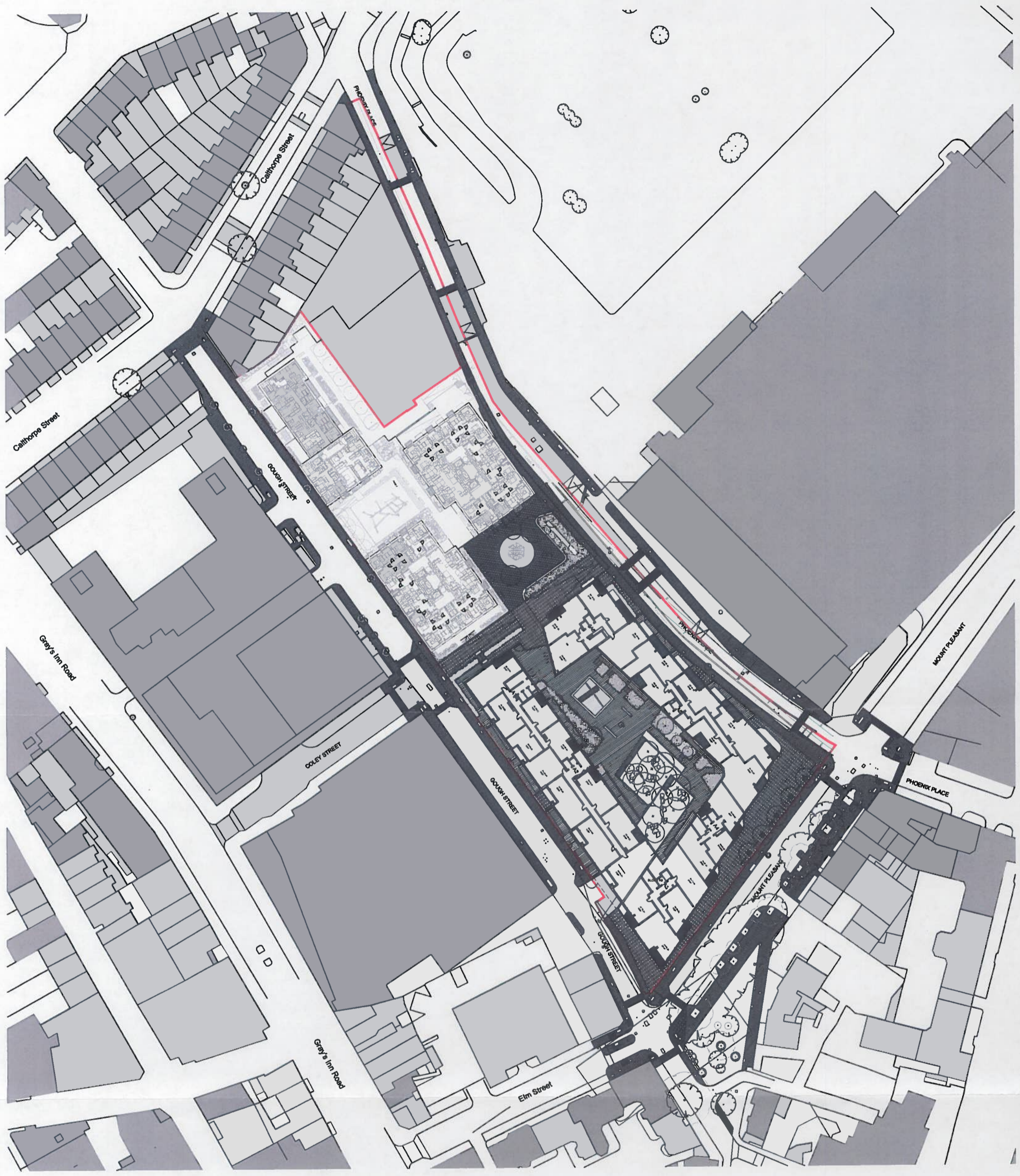
the planning permission (reference 2013/3807/P) granted on 30th March 2015 by the Greater London Authority (as amended by the Non Material Amendments for the PP Amended Development

2.9 "the PP Amended Development"

the comprehensive redevelopment, following the demolition of existing buildings, to construct four new buildings ranging from 5 to 15 storeys (above basement level) in height, to provide 38,819.81 sqm (GIA) of residential floorspace (345 dwellings) (Class C3), 815 sqm (GIA) of flexible retail and community floorspace (Use Classes A1, A2, A3, D1 or D2), with associated energy centre, waste and storage areas, basement level residential car parking (54 spaces), the re-provision of Royal Mail staff car parking (approx 100 spaces) cycle parking, residential cycle parking (431 residential spaces) hard and soft landscaping to provide public and private areas of open space, alterations to the public highway and all other necessary excavation and enabling works

2.10 "the Property"

the land known as Mount Pleasant, Camden the same as shown edged red on the plan annexed hereto

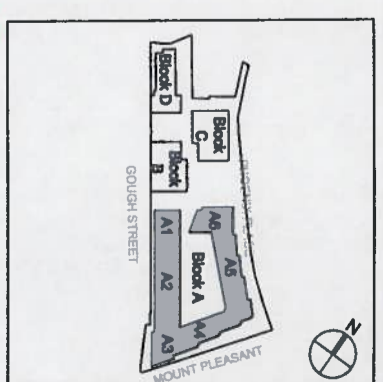


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Application Area

Q. 1000

Project	1:1000	1:1000
Client	Taylor Wimpey Central London	
Project	RWG Mount Pleasant Phoenix Place Plot 1	
Description	Site Wide Proposed Plan Block A Upper Ground Plan Level G01	

BroadwayMalvern
 2000
 7-44, 47/48, 50/51, 52/53
 20, The Quadrant, Birmingham
 B2 4JZ
 Tel: 0121 616 2000
 Fax: 0121 616 2001
 Email: info@broadwaymalvern.com
 www.broadwaymalvern.com

NON-MATERIAL AMENDMENTS

Drawn By	1:5000@A1	Checked By	LW	Date	FEB 18
Job Number	32875	Drawing Number	P-01-G03	Revision	P02

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2.11 "the Section 106 Agreement" the Agreement dated 27 March 2015 entered into pursuant to the Planning Permission and made between The Greater London Authority the Mayor and Burgesses of the London Borough of Camden the Mayor and Burgesses of the London Borough of Islington and Royal Mail Estates Limited

2.12 "Viability Review 1" the First Updated Viability Assessment as defined in the Section 106 Agreement the operation of which is set out in Schedule 14 of the Section 106 Agreement

3. NOW THIS DEED WITNESSETH as follows:-

3.1 This Undertaking is made in pursuance of Section 106 of the 1990 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.

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 This Deed shall be read in conjunction with the Section 106 Agreement and (unless defined above or the context requires otherwise) the definitions and rules of interpretation in the Section 106 Agreement apply in this Deed and all references in this Deed to clauses in the Section 106 Agreement are to clauses within the Section 106 Agreement.

3.5 The clause and paragraph headings do not form part of this Deed and shall not be taken into account in its construction or interpretation.

3.6 The obligations contained within this Deed shall become binding upon the Owner from the date of this Deed.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **VIABILITY REVIEW 1**

4.1.1 The Owner hereby undertakes to the Council to submit Viability Review 1 as soon as reasonably practicable and in any event during the period from 4 August 2018 to 31 August 2018 in line with the requirements of the Section 106 Agreement including in particular paragraph 3 of Part 1 of Schedule 14.

4.1.2 The Owner undertakes not to commence above ground works unless and until it has submitted Viability Review 1 to the Council.

4.1.3 The Owner undertakes that the Surplus Amount for the purposes of paragraph 4.1 of Part 1 of Schedule 14 shall be 100% of any Surplus Profit.

4.2 ADDITIONAL AFFORDABLE HOUSING

4.2.1 The Owner undertakes to the Council to provide the Additional Affordable Housing on the same terms as the PP Affordable Housing Units and covenants to ensure that the Additional Affordable Housing shall not be otherwise used, Occupied and shall be retained in perpetuity for no purpose other than (i) for the provision of Affordable Rented Housing and (ii) for the provision of Intermediate Rented Housing as the case may be on the same terms as paragraph 1.2 of Part 1 of Schedule 5 of the Section 106 Agreement.

4.2.2 The Owner undertakes to the Council that the Additional Affordable Housing shall be provided in the locations and with the sizes and in the tenures as shown on the plans attached to this Deed being plans approved as part of the NMA Application.

4.2.3 The Owner undertakes to the Council that the Affordable Housing required to be provided in Schedule 8 of the Section 106 Agreement shall be provided in the locations and with the sizes in the tenures shown on the Affordable Housing Amended Schedule attached to this Deed being a schedule approved as part of the NMA Application.

5. NOTICE TO THE COUNCIL/OTHER MATTERS

5.1 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.

6. GENERAL CLAUSES

The Owner undertakes and declares that:

- 6.1 This Deed shall be capable of being registered as a Local Land Charge.
- 6.2 Nothing contained or implied in this Deed 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 1990 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.
- 6.3 Neither the Owner nor its successors in title nor any person deriving title from them shall be bound by the obligations in this Deed 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.
- 6.4 If the NMA Application is not approved or its grant is subsequently quashed or revoked or otherwise withdrawn this Deed shall forthwith determine and cease to have effect.
- 6.5 If any provision in this Deed shall in whole or in part be found (for whatever reason) to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 6.6 The Owner shall act in good faith to ensure that its leasehold interest in the Property is not surrendered without prior notification to the Council and in the event that such interest is surrendered it will use Best Endeavours to secure the binding of an alternative interest by the provisions of this Deed.


7. RIGHTS OF THIRD PARTIES

7.1 With the exception of the London Borough of Islington in relation to Clause 4.1 the parties do not intend any third party to be able to enforce any term of this Deed and the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed.

IN WITNESS whereof the Owner has executed this instrument as a Deed the day and Year first before written

**EXECUTED AS A DEED BY
TAYLOR WIMPEY UK LIMITED
acting by a Director:**

Witnessed by:

..... 
Witness Signature

Witness Name *STUART BALCOM*
Address *C/O TAYLOR WIMPEY
2 AKE STREET*
Occupation *DEVELOPMENT MANAGER*

)
)
)


**Annex 1 - Affordable Housing
Affordable Housing Amended Schedule and Location plans**

Affordable Housing Amended Schedule

Unit Type	Intermediate Housing		Affordable Rent	
	No. of Units	% of tenure	No. of Units	% of tenure

CALTHORPE STREET – UNIT SUMMARY TABLE

Studio	0	0%	0	0%
1-bed	28	87.5%	1	2%
2-bed	4	12.5%	28	57%
3-bed	0	0	4	8%
4-bed	0	0	16	33%
Total	32	9.5%	49	14.6%

81 Units (24.1% of total)

PHOENIX PLACE – UNIT SUMMARY TABLE

Studio	0	0%	0	0%
1-bed	19*	58%	1	2%
2-bed	12	36%	15	29%
3-bed	2	6%	35	67%
4-bed	0	0	1	2%
Total	33	9.6%	52	15.1%

85 Units (24.6% of total)

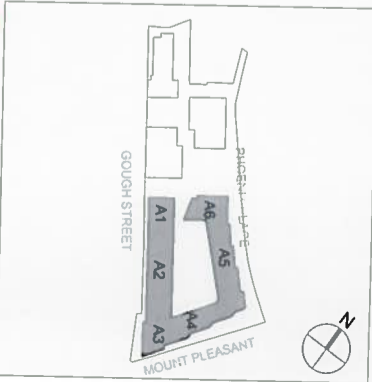
*4 no units to be Intermediate Rented Housing

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- Application Area
- Affordable Rent
- Intermediate Housing
- Intermediate Rent

Rev	Date	Description
001	14/02/21	Issue for Planning Application
002	16/03/21	Issue for Planning Application
003	16/03/21	Issue for Planning Application

BroadwayMalyan sm

Empire 3 Canal Street
Canal Street
M3 4LZ
T: +44 (0)161 819 2217
F: +44 (0)161 819 2332
E: Mail@broadwaymalyan.com
www.broadwaymalyan.com

Client
Taylor Wimpey Central London
Project
**RMG Mount Pleasant
Phoenix Place Plot P1**
Description
**Block A Proposed Upper Ground Plan
Level G01
AH offer**

NON-MATERIAL AMENDMENTS

Scale	Drawn By	Date
1:200@A1	LW	FEB 18
Job Number	Drawing Number	Revision
32875	P 03 AH Offer - G01 A	P03

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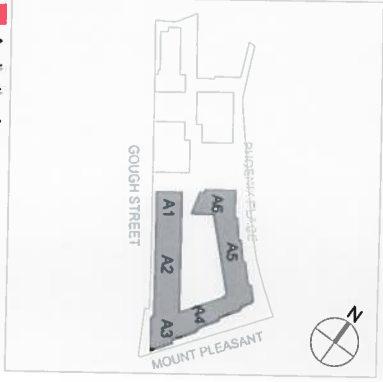
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- Application Area
- Affordable Rent
- Intermediate Housing
- Intermediate Rent

Revision	Date	Description
P03	18.04.17	100% Material Amendments
P02	18.04.17	100% Material Amendments
P01	18.04.17	100% Material Amendments

BroadwayMalayan

Design: 2 Caine Street
 Canford Mansions
 W9 4LZ
 T +44 (0)181 818 2277
 F +44 (0)181 818 2276
 E Mail@BroadwayMalayan.com
 www.BroadwayMalayan.com

Client: Taylor Wimpey Central London
 Project: RMG Mount Pleasant
 Phoenix Place Plot P1
 Description: Block A Proposed Level 01 Plan
 Level +20.450
 AH Offer

NON MATERIAL AMENDMENTS

Issue	Date
Scale	Drawn By
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Issue Number	Drawing Number
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	P03

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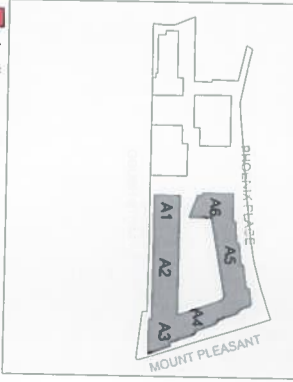
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- Application Area
- Affordable Rent
- Intermediate Housing
- Intermediate Rent

Revision	Date	Description
P03	15/04/17	Final Material Amendments
P02	15/04/17	Final Material Amendments
P01	15/04/17	Final Material Amendments

BroadwayMalvan BM

Engage, 2 Cate Street
 Castlefield, Manchester
 M3 4LZ
 T: +44 (0)161 819 2277
 F: +44 (0)161 819 2332
 E: info@broadwaymalvan.com
 www.broadwaymalvan.com

Client
 Taylor Wimpey Central London

Project
 RMG Mount Pleasant
 Phoenix Place Plot P1

Description
 Block A Proposed Level 02 Plan
 Level +23.675
 AH Offer

NON-MATERIAL AMENDMENTS

Scale: 1:200@A1 LW
 Date: FEB 18
 Job Number: 32875
 Drawing Number: P 03 AH Offer 002
 Revision: P03

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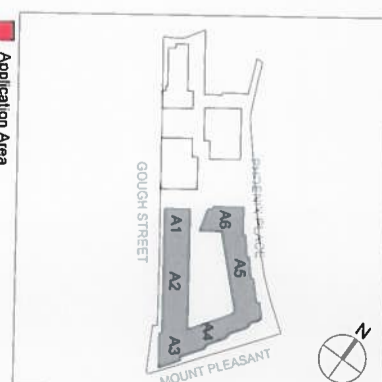


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- Application Area
- Affordable Rent
- Intermediate Housing
- Intermediate Rent

Revision	Date	Description
P03	15.04.27	Issue Approved Amendments
P02	15.04.23	Issue Approved Amendments
P01	18.04.17	Issue Approved Amendments

BroadwayMalayan BM
 Ensignie 2 Castle Street
 Castletree, Manchester
 M3 4JZ
 T +44 (0)161 819 2277
 F +44 (0)161 819 2332
 E info@broadwaymalayan.com
www.broadwaymalayan.com

Client
 Taylor Wimpey Central London
Project
 RMG Mount Pleasant
 Phoenix Place Plot P1
Description
 Block A Proposed Level 03 Plan
 Level +26.900

Scale
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 Scale: 1:200 @ A1
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 Drawing Number: P_03_003
 Date: FEB 18
 Revision: P03
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- Application Area
- Affordable Rent
- Intermediate Housing
- Intermediate Rent

Revision	Date	Description
P04	15/04/17	Final Working Drawings
P03	15/04/17	Final Working Drawings
P02	15/04/17	Final Working Drawings
P01	15/04/17	Final Working Drawings

BroadwayMalayan BM

Engage 2 Castle Street
Cardiff CF10 1AA
T: +44 (0)181 819 2377
E: info@broadwaymalayan.com
www.broadwaymalayan.com

Client
Taylor Wimpey Central London
Project
RMG Mount Pleasant
Phoenix Place Plot P1
Description
Block A Proposed Level 04 Plan
Level +30.125
AH Offer

Status
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Scale 1:200@A1 LW FEB 18
Job Number 32875 P 03 AH Offer-004 P04
Drawing Number P 03 AH Offer-004 P04

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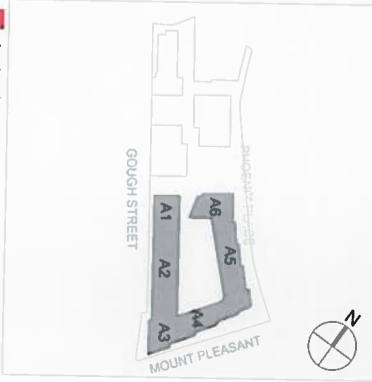
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- Application Area
- Affordable Rent
- Intermediate Housing
- Intermediate Housing

Revision	Date	Description
P03	15/01/17	100% Final Approved
P02	15/01/17	100% Final Approved
P01	15/01/17	100% Final Approved

BroadwayMalayan BM

Engage 2 Castle Street
 Castleside, Manchester
 M3 4LZ
 T +44 (0)161 818 2277
 F +44 (0)161 818 2332
 E info@broadwaymalayan.com
 www.broadwaymalayan.com

Client
 Taylor Wimpey Central London

Project
 RMG Mount Pleasant
 Phoenix Place Plot P1

Description
 Block A Proposed Level 05 Plan
 Level +33.350
 AH Offer

Status
 NON-MATERIAL AMENDMENTS

Scale
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Date
 FEB 18

Job Number
 32875

Revision
 P 03 AH Offer 005 P03

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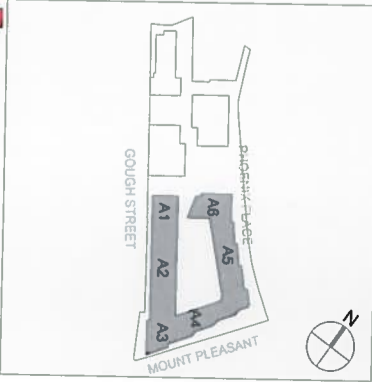
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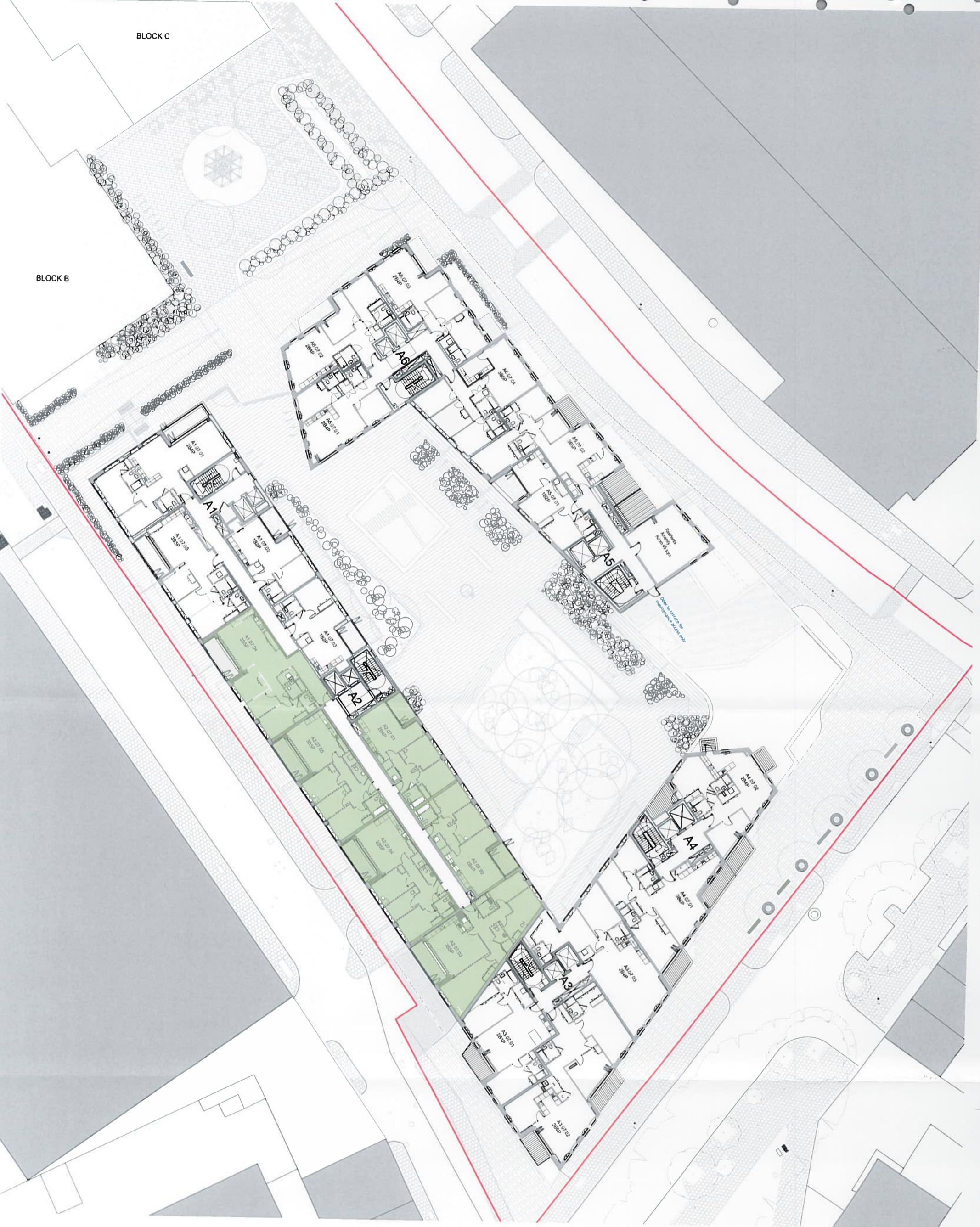


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- Application Area
- Affordable Rent
- Intermediate Housing
- Intermediate Rent



Revision	Date	Description
P03	15.01.27	Issue for Planning Application
P02	15.01.23	Issue for Planning Application
P01	15.01.17	Issue for Planning Application

BroadwayMalayan BM

England, 2 Castle Street
 Castledale Manchester
 M3 4LZ
 T +44 (0)161 8 9 2377
 F +44 (0)161 8 19 2332
 E info@broadwaymalayan.com
 www.broadwaymalayan.com

Client
 Taylor Wimpey Central London

Project
 RMG Mount Pleasant
 Phoenix Place Plot P1

Discipline
 Block A Proposed Level 06 Plan
 Level +36.575
 AH Offer

Status
 NON-MATERIAL AMENDMENTS

Scale 1:200@A1 LW FEB 18
 Job Number 32875 P 03 AH Offer-006 P03
 Drawing Number
 Revision

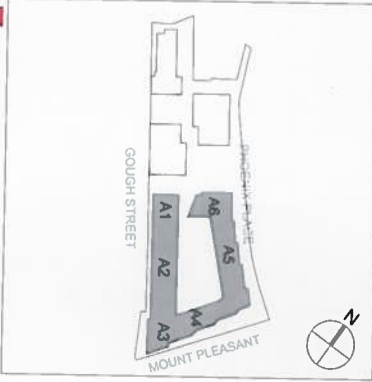
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- Application Area
- Affordable Rent
- Intermediate Housing
- Intermediate Rent

Revision	Date	Description
P03	15.01.27	100% National Approvals
P02	15.01.23	100% National Approvals
P01	15.01.17	100% National Approvals

BroadwayMalayan BM

Ensigns, 2 Caste Street
 Castlefield, Manchester
 M3 4LZ
 T: +44 (0)161 819 2277
 F: +44 (0)161 819 2332
 E: info@broadwaymalayan.com
 www.broadwaymalayan.com

Client: Taylor Wimpey Central London
 Project: RMG Mount Pleasant
 Phoenix Place Plot P1
 Disposition: Block A Proposed Level 07 Plan
 Level +39 800
 AH Offer

NON-MATERIAL AMENDMENTS

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 Scale: LW
 Drawn By: FEB 18
 Job Number: 32875
 Drawing Number: P.03-AH Offer.007
 Revision: P03

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