

DATED

Ans
6 June

2006

(1) CROWN ESTATE COMMISSIONERS
on behalf of Her Majesty acting in exercise of the powers
of the Crown Estate Act 1961

- and -

(2) B.L.C.T. (16699) LIMITED
of 10 Cornwall Terrace, Regents Park, London NW1 4QP

- and -

(3) B.L.C.T. (16700) LIMITED
of 10 Cornwall Terrace, Regents Park, London NW1 4QP

- and -

(4) B.L.C.T. (31700) LIMITED
of 10 Cornwall Terrace, Regents Park, London NW1 4QP

- and -

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

A G R E E M E N T

relating to land known as Osnaburgh Street Regents Place NW1
pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) and Section
278 of the Highways Act 1980

Alison Lowton
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London Borough of Camden
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abr/s.106s/Osnaburgh St. Regent's Place/s106 v.20-28.03.06.

THIS AGREEMENT is made the 6 day of June 2006

B E T W E E N:

1. **CROWN ESTATE COMMISSIONERS** of on behalf of Her Majesty acting in exercise of the powers of the Crown Estate Act 1961 ("the Crown")
2. **B.L.C.T. (16699) LIMITED** of 10 Cornwall Terrace, Regents Park, London NW1 4QP of the second part (the "First Owner")
3. **B.L.C.T. (16700) LIMITED** of 10 Cornwall Terrace, Regents Park, London NW1 4QP of the third part (the "Second Owner")
4. **B.L.C.T. (31700) LIMITED** of 10 Cornwall Terrace, Regents Park, London NW1 4QP of the fourth part (the "Third Owner") and the First Owner the Second Owner and the Third Owner are together hereinafter referred to as "the Owner"
5. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fifth part

WHEREAS

- 1.1 The Crown is registered at HM Land Registry as the freehold proprietor with Title absolute under title numbers LN240558 and NGL647256 and unregistered freehold proprietor for the rest of that part of the Property that is edged red and edged orange on the Land Ownership Plan
- 1.2 The First Owner is registered at HM Land Registry as the freehold proprietor with title absolute under title number NGL594897 of that part of the Property shown hatched blue and edged green on the Land Ownership plan and the Second Owner is registered at HM Land Registry as the leasehold proprietor with title absolute under title number NGL10882 of that part of the Property shown hatched blue and edged green on the Land Ownership plan and the Third Owner is registered at HM Land Registry as the leasehold proprietor with Title absolute under title number NGL49043 of that part of the Property shown edged orange on the Land Ownership Plan
- 1.3 A planning application for the development of the Property was submitted to the Council and validated on 2 August 2004 and registered under reference number 2004/1700/P.

- 1.4 The Council's Development Control Sub-Committee on 9 February 2006 resolved to grant full permission subject to an Agreement under Section 106 of the Act.
- 1.5 The Council is the local planning authority for the purposes of the Act the local highway authority for the purposes of the Highways Act 1980 and the education authority for the purposes of the Education Act 1996 for the area within which the Property is situated and for the purposes of enforcing planning obligations pursuant to Section 106 of the Act.
- 1.6 The Council considers it expedient in the interests of the proper planning of its area including, in particular (a) environmental improvements; (b) mitigation of effects of the development proposals and (c) provision of off site or other benefits to achieve regeneration and improvement to the well being of its area that the Development of the Property should be restricted or regulated in accordance with this Agreement and the parties are willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

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" subsidised low cost housing available for occupation for people who cannot afford to occupy homes available in the open market
- 2.3 "the Affordable Housing Units" The 91 residential units within the Residential Development to be constructed, fitted out and occupied exclusively as Affordable Housing comprising the 60 units edged red on the Social Housing Plans (incorporating 17 x 1 bed room units, 23 x 2 bedroom units 8 x 3 bed room units and 8 x 4 bed room units and 4 x 5 bedroom units) to be created and used exclusively as Social Rented Housing ("the Social Rented Housing Units") and the 31 units edged in blue on the Social Housing Plans (incorporating 22 x 1 bed room units, 7 x 2 bedroom units and 2 x 3 bed room units) to be created and used exclusively as Intermediate Housing ("the Intermediate Housing Units").

- 2.4 "the Application" a planning application in respect of the development of the Property validated by the Council on 2 August 2004 for which a resolution to grant permission has been passed conditionally under reference number 2004/1700/P subject to conclusion of this Agreement
- 2.5 "the Code of Construction Practice" the method statement giving effect to the requirements of the Council's Considerate Contractor Manual setting out in specific detail all steps the Owner shall take during the Construction Phase to minimise disruption and environmental effects arising out of the Construction Phase including procedures for routing vehicles, notifying local residents and business occupiers in advance of major operations delivery schedules and amendments to normal traffic arrangements
- 2.6 "the Commercial Development" the whole of the Development save for the Residential Development
- 2.7 "the Commercial Green Travel Plan" a plan setting out a package of measures to be adopted by the Owner in the management of the Commercial Development incorporating the elements set out in the Second Schedule hereto with a view to inter alia reducing trips by staff and visitors in motor vehicles to and from the Property promoting the use of environmentally friendly transport and minimising the impact of service vehicle deliveries when servicing the Commercial Development
- 2.8 "the Commercial Highway Works" works to the public highway together with associated environmental works to be carried out by the Owner on behalf of the Council as local authority and highway authority in accordance with the requirements of this Agreement as shown on Land Use Plan annexed hereto such works in summary being as follows :
- (a) creation of 3-way zebra crossing on the existing traffic island at the junction of Albany St/Osnaburgh Terrace including necessary relocation of parking,

loading and taxi bays as the same

- (b) paving and widening of the southern footway of Osnaburgh Terrace (north side of Holy Trinity Church) (but maintaining 2 traffic lanes) using York stone and works to create footway buildouts to the east and west ends of the northern footways of Osnaburgh Terrace
- (c) works to narrow the Osnaburgh Street carriageway, south of Osnaburgh Terrace (maintaining 2 traffic lanes; widening to 3 lanes approx 25m from the junction with Euston Rd, to accommodate left turners) including reorientating the kerbline and widening the footways and upgraded paving on both sides of the carriageway. Carriageway works to include partial raising the carriageway and use of granite and tarmac
- (d) repaving of the east and west sides of the Holy Trinity church 'island' using York stone
- (e) works at the junction of Osnaburgh Street/ Osnaburgh Terrace to create a full height raised table as a continuation of the northern footway along Osnaburgh Terrace into the development itself (including reducing carriageway width, flaring out to the north to accommodate parking and street trees)
- (f) repaving of the eastern footway of Osnaburgh Street (and reforming of kerbs with buildouts for trees) from the boundary between the residential and the commercial development, extending southwards to Osnaburgh Terrace
- (g) works to the western side of Osnaburgh Street to create tree pits and install new trees within existing kerbline and footway, subject to final approval from Camden Urban Design and subject to compatibility

with underground services

- (h) creation of a full height raised table at the junction of the Estate Loading Bay access ramp and Longford Street, tied into the western edge of the Longford Square proposal, and tied into the eastern edge of the Residential Highway Works, part (c) using granite set ramps

2.9 "the Commercial Highway Works Contribution"

the cost estimated by the Council of carrying out any portions of the Commercial Highway Works which in the reasonable opinion of the Council as at the Commercial Occupation Date have not been carried out, or have been partially carried out or have not been carried out to a satisfactory standard ("the Uncompleted Commercial Highway Works") such sum to be applied in the event of receipt by the Council to the carrying out of the Uncompleted Commercial Highway Works

2.10 "the Commercial Implementation Date"

the date of implementation of the Commercial Development by the carrying out of any works comprised in the Commercial Development but not including any of the matters set out at point (a) to (h) of the Sub Clause 2.24 of this Agreement and references to Implement and Implementation of the Commercial Development shall be construed accordingly

2.11 "the Commercial Occupation Date"

the first date when any part of the Commercial Development is occupied (save for the purposes of construction, fitting out, marketing of units for occupation and training for building management purposes) and the phrases "Occupy" "Occupied" and "Occupation" of the Commercial Development shall be construed accordingly AND the date of first Occupation of Building A shall be herein referred to as the "Building A Occupation Date", the date of first Occupation of Building B shall be herein referred to as the "Building B Occupation Date" and the date of first Occupation of the Residential Development

shall be herein referred to as the "Residential Development Occupation Date"

2.12 "the Community Fund Contribution"

the sum of £250,000 (two hundred and fifty thousand pounds) to be applied by the Council in the event of the receipt to the carrying out of the following capital and environmental works at projects providing community benefits in the vicinity of the Development including works of refurbishment extension or redevelopment (if approved) providing lifts, disabled access, upgraded toilets and improved community rooms at Samuel Lithgow Youth Centre 69-75 Stanhope Street London NW1 3LD

2.13 "the Community Safety Contribution"

the sum of £49,000 (forty-nine thousand pounds) to be applied by the Council in the event of receipt to community safety measures in the vicinity of the Property these to include survey and installation costs of up to 4 CCTV cameras and their subsequent maintenance and monitoring and/or alternative community safety measures in the vicinity of the Property

2.14 "the Community Space Plan"

a plan setting out the terms of occupation of the facilities shown edged red on drawing RP/SK/RP-SK-670A annexed hereto ("the Community Space") such plan to secure each of the requirements (i) to (iv) below (i) that the Community Space is (subject to (ii) below) occupied exclusively by a community based performing arts body ("the Tenant") being either the DIORAMA theatre group ("Diorama") or some other community based performing arts body approved in writing by the Council at a rent of one peppercorn for the first three years and thereafter at a rent at least 30 per cent less than the market value of the facilities (ii) (unless otherwise agreed with the Council in writing) the terms on which the Tenant occupies the Community Space ensure that that part of the Community Space shown on drawing RP/SK/RP-SK659B as the "Area Available for Community Groups" is

available for public use by local community groups ("the Community User") (a) at a cost which has been demonstrated to the Council's satisfaction to be no greater than the amount needed to cover the running costs of the Tenant (unless otherwise agreed with the Community User) (b) for no less than an average over any yearly period of 35 hours per week this to include the following availability or equivalent averaged over any yearly period namely availability for at least 30% weekday daytime 30% weekday evening 30% weekend and other one off requirements (or equivalent provision averaged over the year) (iii) mechanisms governing and managing the booking of the Community Space so as to balance the need to secure availability to Community Users against the operational needs of the Tenant (iv) mechanisms whereby the operation of the Community Space Plan can be (a) reviewed on a regular basis (to be annually unless otherwise agreed) and (b) reported to and monitored by the Council

2.1 "the Community Working Group"

a working group to be convened in accordance with the requirements of Clause 4.3.1 being a body which the Owner shall use to facilitate consultation with the local community in respect of matters relating to construction works associated with the management of the construction phase of the Development during a period being between (a) the date 3 months prior to any act of substantial demolition at the Property and (b) the date six months after the Practical Completion of the Development (such period to be referred to herein as "the Construction Phase") so as to minimize disruption damage to amenity and the environmental effect on the local community arising from the construction of the Development

2.2 "the Contributions"

the Commercial Highways Works Contribution the Community Fund Contribution the Community Safety Contribution the Education Contribution the Employment and Training Contribution the Euston Road Works Contribution the Highway Works

Maintenance Contribution the Longford Square North Works Contribution the Monitoring Contribution the Open Space and Heritage Contribution the Residential Highway Works Contribution and the Laxton Place Contribution

2.3 "the Development"

demolition of existing buildings erection of a Class C3 residential building and two Class B1 Office Buildings with Class A1/A2/A3/A4/A5 and D1 uses at ground floor (such two buildings herein referred to as "Building A" being the building edged in red on drawing RP/SK/RP-SK-669A annexed hereto and "Building B" being the building edged in blue on drawing RP/SK/RP-SK-669A annexed hereto), together with associated access, parking, servicing, open areas and landscaping

2.18 "the Education Contribution"

the sum of £12,270 (twelve thousand two hundred and seventy pounds) 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 for the provision of education needs arising in the London Borough of Camden

2.19 "the Employment and Training Contribution"

the sum of £40,000 (forty thousand pounds) 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 to facilitate training and employment activities for local people as a result of the Construction Phase of training and employment opportunities for members of the local community in connection with the Development

2.20 "the Euston Road Works "

works to secure:

- (a) creation of a kerb build-out of up to 2m at the southern end of Albany Street (on the south western side of the Holy Trinity Church) as the same are shown on the Land Use Plan annexed hereto

- (j) enhanced footway paving on the north side of Euston Road and its junction with Osnaburgh Street in front of the subject site and
- (k) the provision of a new signalised pedestrian crossing across Euston Road with central pedestrian refuge island as the same are shown for indicative purposes on the Land Use Plan annexed hereto

2.21 "the Euston Road Works Contribution"

the cost estimated by the Council of carrying out any portion of the Euston Road Works which as at the Commercial Occupation Date have not been carried out or have been partially carried out or have not been carried out to the satisfaction of the Council and/or Transport for London.

2.22 "the Highways and Environmental Requirements"

the requirements to be complied with by the Owner in respect of the carrying out of the Residential Highway Works, the Commercial Highways Works and the Longford Square North Works as the same are set out in the First Schedule hereto

2.23 "the Highway Works Maintenance Contribution"

the sum of £20,000 (twenty thousand pounds) to be applied by the Council in the event of receipt to the maintenance of the Commercial Highway Works

2.24 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56(4) of the Act however irrespective of Section 56(4) of the 1990 Act none of the following operations shall constitute a material operation for the purposes of defining Implementation:

- (a) works of demolition;
- (b) works of site clearance;
- (c) ground investigations and site survey work;
- (d) laying of services and/or service media;

- (e) construction of boundary fencing or hoardings;
- (f) construction of temporary access and/or highway works;
- (g) archaeological investigations;
- (h) noise attenuation works;

and references to "Implementation" and "Implement" shall be construed accordingly

2.25 "the Intermediate Housing"

Affordable Housing provided by a Registered Social Landlord the Council or the Crown available for rent at levels set in accordance with paragraph 3.26 of the London Plan 2004 to any people who at the commencement of their occupancy are in need of intermediate housing in terms set out in the London Plan 2004 and who (unless otherwise agreed in writing with the Council in accordance with the terms of this Agreement) are Key Workers falling within the Letting Criteria always providing there is no inconsistency with the terms of the London Plan 2004

2.26 "Key Workers"

any person who as at the commencement of their occupancy is in need of Intermediate Housing in terms set out in the London Plan 2004 and who complies with the definition of 'key worker' set by the Housing Corporation and/or the ODPM or any subsequent relevant statutory authority

2.27 "the Land Use Plan"

the plan annexed to this Agreement marked the "Land Use Plan" reference C158-125D

2.28 "the Laxton Place Contribution"

the sum of £50,000 (fifty thousand pounds) 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 footway and carriageway works at Laxton Place from it's junction with Longford Street to it's junction with Wybert Street

2.29 "the Letting Criteria"

the letting criteria for the Intermediate Housing Units set

- out in the Third Schedule hereto (as the same may be varied from time to time with the written consent of the Council such consent if given to be in writing and in accordance with the requirements of this Agreement)
- 2.30 "the Longford Square Works" a scheme for the regeneration of Longford Square consisting of enhanced paving works provision of lighting and street furniture, tree planting, hard and soft landscaping such works to comprise the following works (subject to all necessary consents and any amendment that the Council may agree) namely (a) those works shown shaded green on drawing C158-505 REV A annexed hereto ("the Owners Land Longford Square Works") (b) those works shown shaded blue on drawing C158-505 REV A annexed hereto ("the Highway Land Longford Square Works") (c) those works shaded red on drawing C158-505 REV A annexed hereto ("the Westminster Kingsway Land Longford Square Works")
- 2.31 "the Longford Square North Works" works comprised of "the Westminster Kingsway Land Longford Square Works" AND the section of "the Highway Land Longford Square Works" north of and including the final agreed relocated northern kerblines as the same are shown edged red on drawing C158-505 REV A annexed hereto
- 2.32 "the Longford Square North Works Contribution" the cost estimated by the Council of carrying out any portions of the Longford Square North Works which in the reasonable opinion of the Council as at the Commercial Occupation Date have not been carried out, or have been partially carried out or have not been carried out to a satisfactory standard ("the Uncompleted Longford Square North Works") such sum to be applied in the event of receipt by the Council to the carrying out of the Uncompleted Longford Square North Works or other works of environmental improvement in the vicinity of the Property
- 2.33 "the Monitoring Contribution" the sum of £20,000 (twenty thousand pounds) to be

applied by the Council in the event of receipt towards the monitoring of the obligations in this Agreement and the Planning Permission or any other planning requirements relating to the Property

2.34 "the 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

2.35 "the Occupation Date"

the first date when any part of the Development is occupied (save for the purposes of construction, fitting out, marketing of units for occupation and training for building management purposes) and the phrases "Occupy" "Occupied" and "Occupation" shall be construed accordingly

2.36 "the Open Space and Heritage Contribution"

the sum of £182,000 (one hundred and eighty two thousand pounds) 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 for improvements to existing Council maintained public open space or heritage improvements in the vicinity of the Property ("the Open Space Improvements") these to include

- works for the environmental improvement of Munster Square with an indicative cost of £45,000 (forty-five thousand pounds) including extension and enhancement of children's play areas, repair and/or replacement of railings and gateways, additional planting or alternative improvement works
- works for upgrading of Multi Use Games Areas ("the MUGA Works") at Pangbourne or Bucklebury with an indicative cost of £46,000 (forty-six thousand pounds) with an additional £46,000 (forty-six thousand pounds) to be contributed should match funding not be available following Council's reasonable efforts

after a period of 2 years

- a contribution to heritage works at St Mary Magdalene Church (if these can reasonably be secured) such works to include a scheme of lighting or improvement to paving or railings or alternative external heritage benefits to the church estimated to be in the region of £45,000 (forty-five thousand pounds)

2.37	"the Parties"	mean the Mayor and Burgesses of the London Borough of Camden the Crown and the Owner
2.38	"the Planning Obligations Monitoring Officer"	an officer appointed by the Council from time to time to monitor planning obligations
2.39	"the Planning Permission"	planning permission to be granted pursuant to the Application for the Development substantially in the form of the draft permission annexed hereto
2.40	"Practical Completion"	the issue of a certificate of Practical Completion for the whole of the Development by the Owner's contract administrator
2.41	"the Private Residential Units "	all residential units within the Residential Development save for the Affordable Housing Units
2.42	"the Property"	the land known as land at Osnaburgh Street, Regents Place, London NW1 London WC1 the same as shown edged in red on the Site Plan
2.43	"the Public Area Plan"	a plan securing (i) the carrying out of physical measures for construction of access routes and publicly accessible areas together with associated hard and soft landscaping measures over the area within the Property marked in red on the indicative drawing C158-120-REV A ("the Public Area") (the plan to detail inter alia designs and design drawings for the physical measures for the construction of the Public Area including details of surfacing and materials, location of 'street' furniture lighting and associated landscaping and use and purpose

of specific areas within the Public Area) ALWAYS PROVIDED that such measures may be divided into two phases referred to herein as "Public Area Works Phase 1" and "Public Area Works Phase 2" subject to Public Area Works Phase 1 securing (a) both a North South and an East West route such routes to be surfaced and constructed to reasonable satisfaction of the Council and to be a minimum of 1.8 metres in width subject only to pinch points of 1.2 metres in width and (b) adequate arrangements to be constructed to the reasonable satisfaction of the Council for taxi pick up and drop off points at the Property (ii) the subsequent maintenance of the Public Area (with the plan detailing inter alia provisions for cleaning and securing the area and maintaining the physical measures referred to in (i) above once they are constructed) and (iii) subject to clause 4.4.1 hereof securing the public accessibility of the Public Area (a) as a pedestrian route and (b) as a public space in accordance with the uses and purposes set out in the Public Area Plan as approved for members of the public for 24 hours per day 364 days a year

2.44 "the Public Art Plan "

a plan for the creation retention and maintenance of a programme of public art produced by artist(s) of local or national repute (such plan to include mechanisms for consulting Council public art officers West Euston Partnership and local people and community organisations) as to concept, artists, design and location of the art to be provided (i) in areas of the Development accessible to the public such programme to require the expenditure of at least £270,000 (two hundred and seventy thousand pounds) exclusive of consultation costs (ii) in publicly accessible areas forming part of the public realm in the area in the vicinity of the Development lying to the north of the Development including Longford Square (but without prejudice to other appropriate locations) such programme to require the expenditure of at least £30,000 (thirty thousand pounds) exclusive of consultation costs

2.45 "Registered Social Landlord"

a registered social landlord registered as such by the Housing Corporation who has entered into a nominations agreement with the Council for the units of Social Rented Housing created as part of the Development as accommodation for people nominated by the Council through its housing allocation scheme in accordance with a sensitive lettings policy agreed between the Council and such registered social landlord

2.46 "the Residential Development "

all of the 151 residential units within the Development

2.47 "The Residential Green Travel Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of the Residential Development incorporating the elements set out in the Second Schedule hereto with a view to inter alias reducing trips by residents and visitors in motor vehicles to and from the Residential Development by promoting the use of environmentally friendly transport

2.48 "the Residential Highway Works"

works to the public highway together with associated environmental works to be carried out by the Owner on behalf of the Council as local authority and highway authority in accordance with the requirements of this Agreement as shown on the Land Use Plan annexed hereto such works in summary being as follows:

- (a) creation of a full height raised table at the junction of Osnaburgh Street and Longford Street, with granite set ramps and tarmac tabletop and including works to reduce crossing distances with buildouts on the north west north east south east and south west corners of Osnaburgh Street
- (b) repaving of the eastern footway of Osnaburgh Street (and reforming of kerbs with buildouts for trees) from the boundary between the residential

and the commercial development, extending northwards to Munster Square

- (c) repaving the southern side of Longford Street (along the immediate frontage of the development) to York stone, using the existing kerbline ensuring that the footway is at least 1.5 m wide

2.49 "the Residential Highway Works Contribution"

the cost estimated by the Council of carrying out any portions of the Residential Highway Works which in the reasonable opinion of the Council as at the Residential Occupation Date have not been carried out or have been partially carried out or have not been carried out to a satisfactory standard ("the Uncompleted Residential Highway Works") such sum to be applied in the event of receipt by the Council to the carrying out of the Uncompleted Residential Highway Works

2.50 "the Residential Implementation Date"

the date of implementation of the Residential Development by the carrying out of any works comprised in the Residential Development but excluding the matters set out at point (a) to (h) of the Sub Clause 2.24 of this Agreement and references to Implement and Implementation of the Residential Development shall be construed according

2.51 "Residential Occupation Date"

the first date when any part of the Residential Development is occupied (save for the purposes of construction, fitting out, marketing of units for occupation and training for building management purposes) and the phrases "Occupy" "Occupied" and "Occupation" shall be construed accordingly

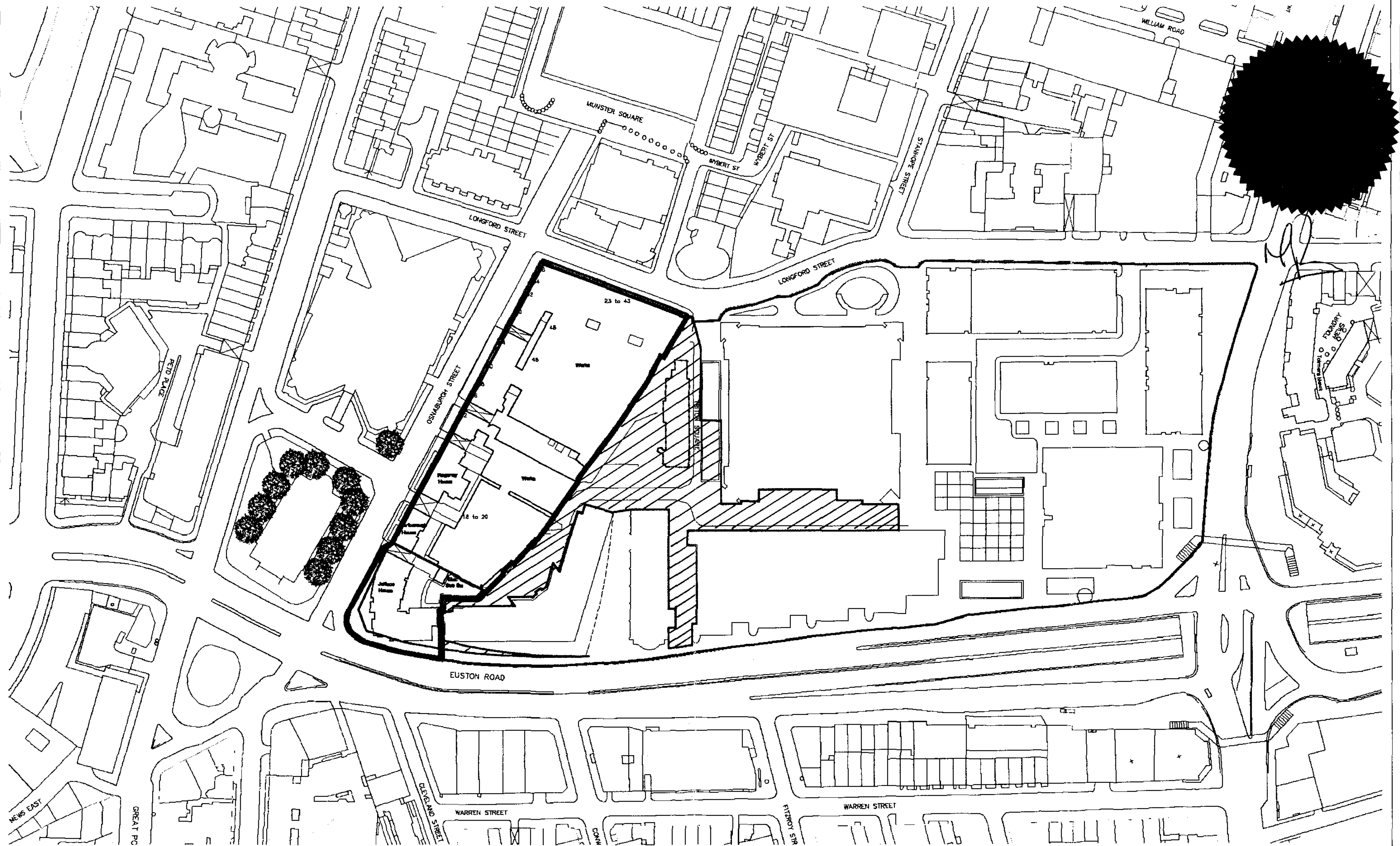
2.52 "the Residents' Parking Bay"

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

- 2.53 "the 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
- 2.54 "the Site Plan" the land edged in red on plan C158-125 annexed to this Agreement marked the "Landuse Plan"
- 2.55 "the Social Housing Plans" the plans annexed to this Agreement and each marked "the Social Housing Plan"
- 2.56 "the Social Rented Housing" Affordable Housing Units available for rent in perpetuity such that (a) the total cost of rent and service and management charges (i) meets targets for Social Rented Housing set by the Housing Corporation and successor bodies from time to time and (ii) is consistent with the London Plan 2004 and the Mayor's supplementary planning guidance in relation to Social Rented Housing and (b) the units are managed by a Registered Social Landlord who has entered into a nominations agreement with the Council providing for nominations to the Council in respect of all such units within the Development.
- 2.57 "the Sustainability Plan" a plan securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management based on a Building Research Establishment Assessment Method and an EcoHomes Environmental Assessment to be carried out by a recognized independent verification body in respect of the Property.

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



British Land

FARRELLS

- British Land Tenants
- Crown Possession, British Land Leasehold
- Council Possession
- Planning Application Boundary

RESIDENTS PLACE
OSWALD STREET
LAND OWNERSHIP PLAN
PLANNING APPLICATION
SCALE 1:200 @A0

REF: 00000000
28th April 2008



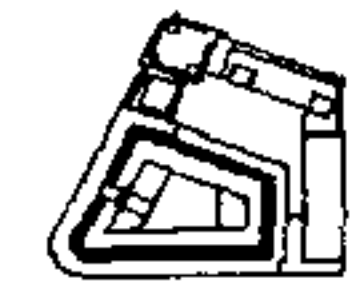
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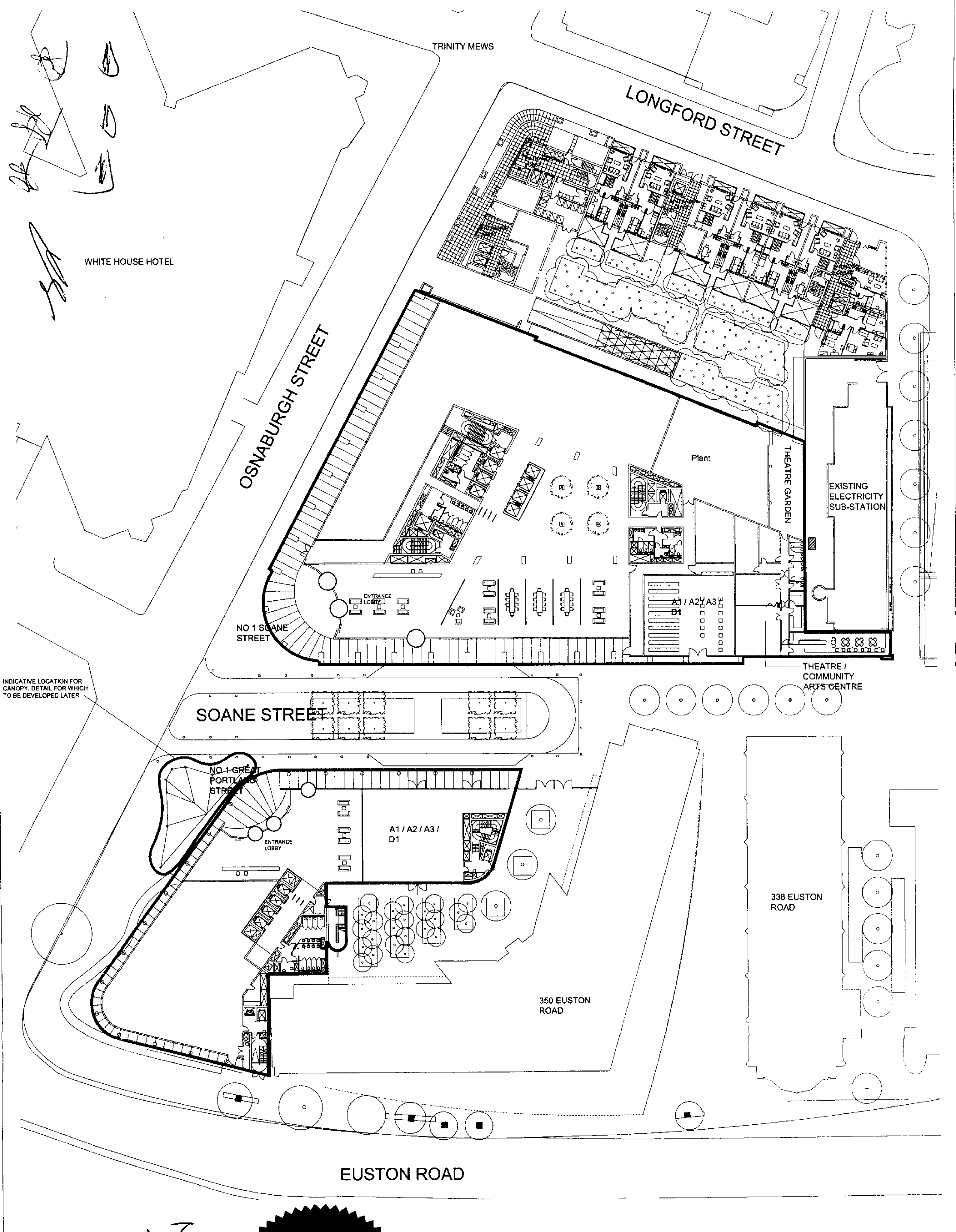


TRINITY BREWERY

20 1 SQUARE BT

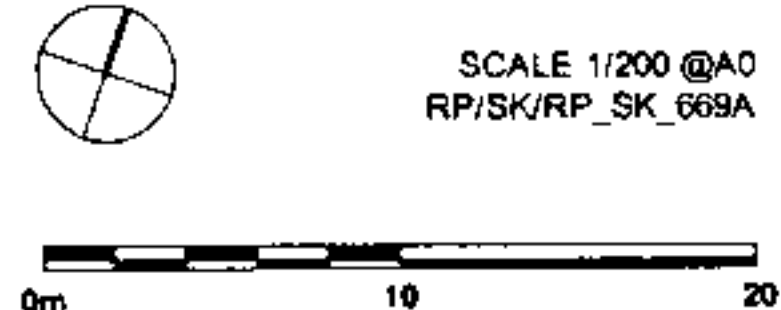
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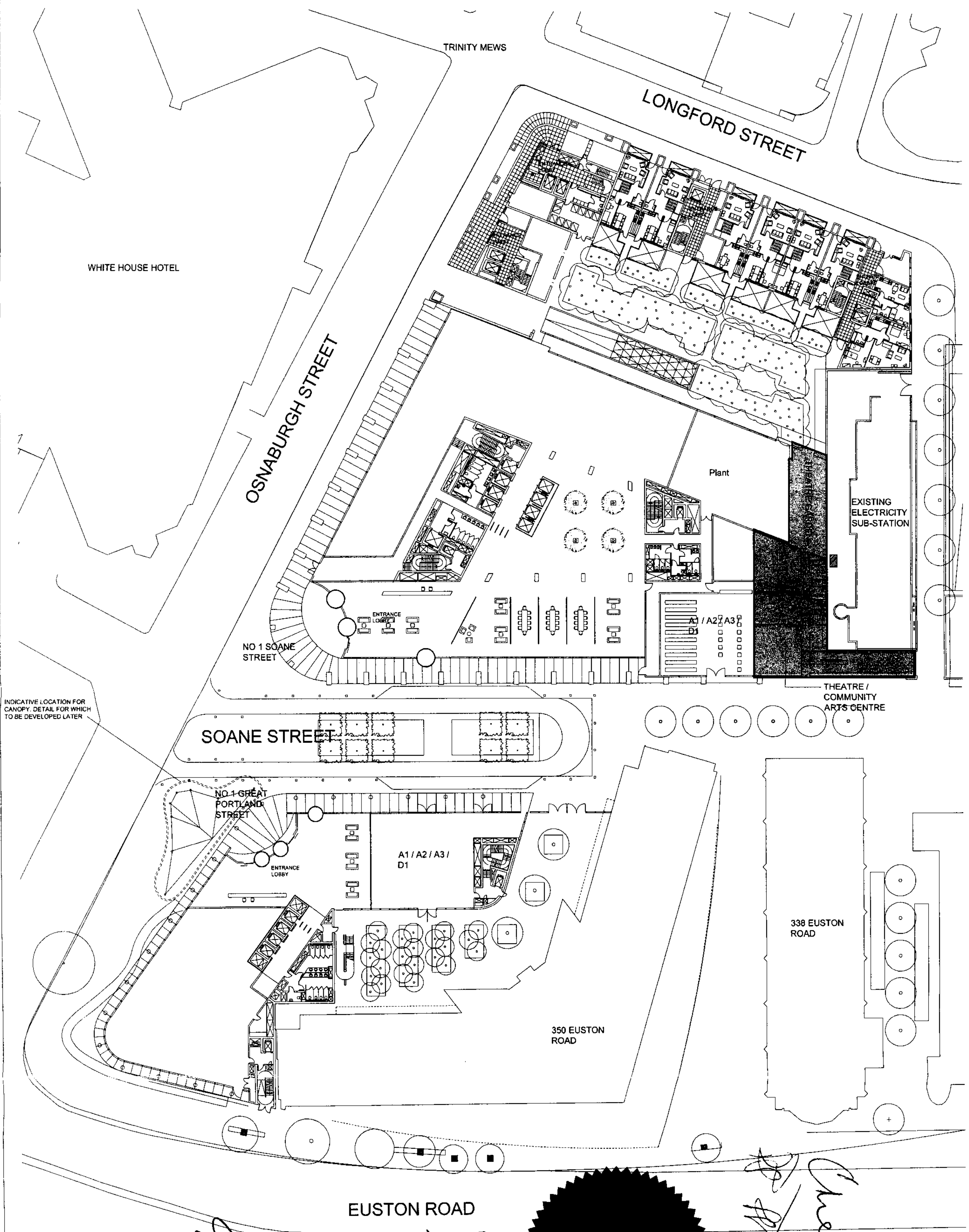


- Office Building A
- Office Building B
- Canopy Works
- British Land
- FARRELLS

REGENT'S PLACE
OSNABURGH STREET
GROUND LEVEL
PLANNING APPLICATION
SCALE 1:200 @A0
RP/SK/RP_SK_668A
09 September 2005



- L-00 TRINITY MEWS
- L-00 No 1 SOANE ST
- L-00 No 1 GREAT PORTLAND RD



INDICATIVE LOCATION FOR CANOPY. DETAIL FOR WHICH TO BE DEVELOPED LATER

COMMUNITY SPACE

British Land

FARRELLS

REGENT'S PLACE
OSNABURGH STREET
COMMUNITY USE SPACE PLAN
PLANNING APPLICATION
SCALE 1:200 @A0

RP/SK/RP_SK_670A
09 September 2005

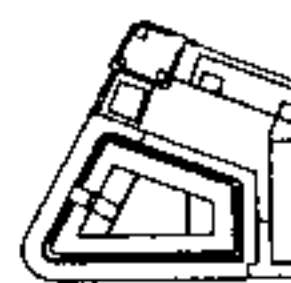
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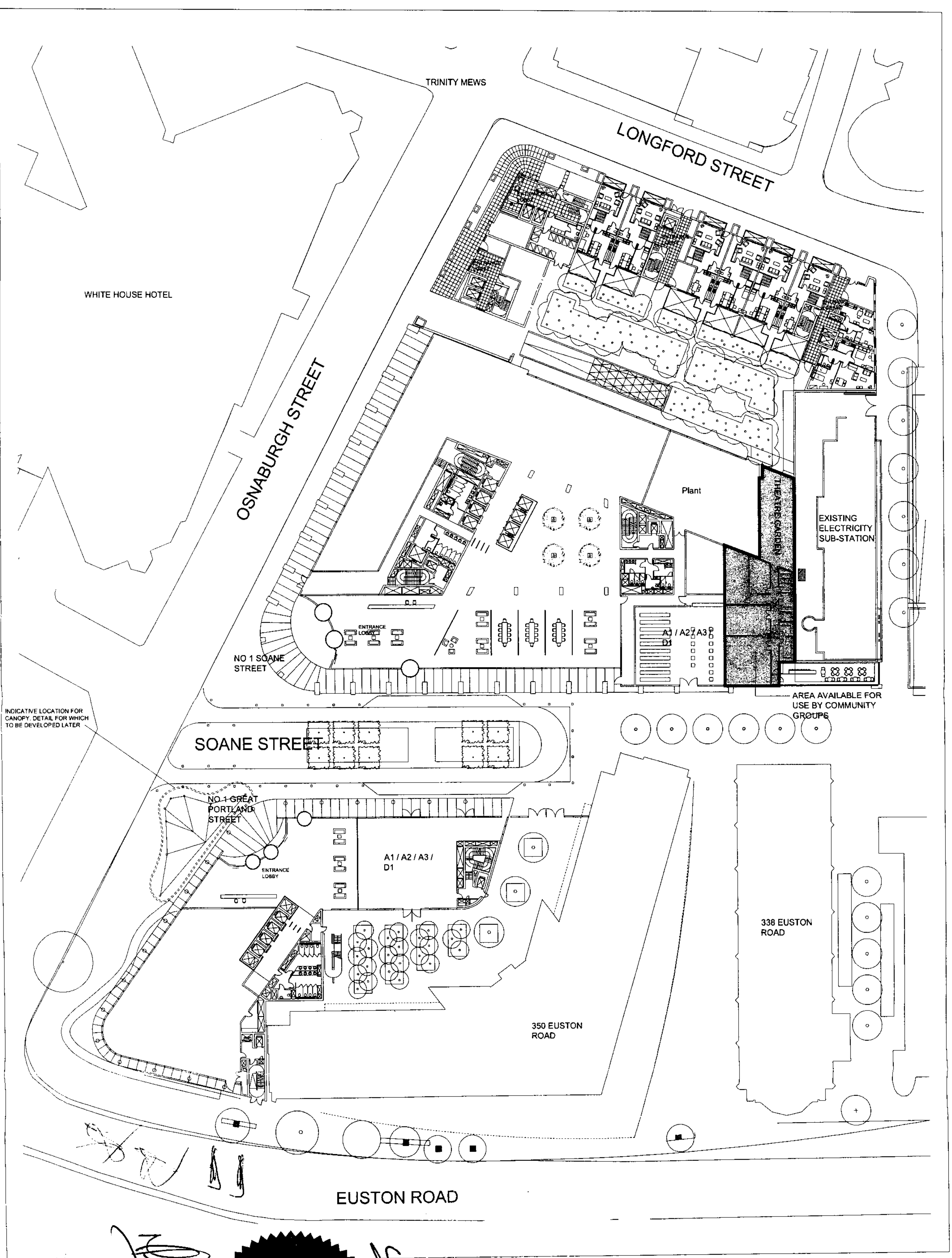
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TRINITY MEWS

L-00
No 1 SOANE ST

L-00
No 1 GREAT
PORTLAND SQ





INDICATIVE LOCATION FOR CANOPY, DETAIL FOR WHICH TO BE DEVELOPED LATER

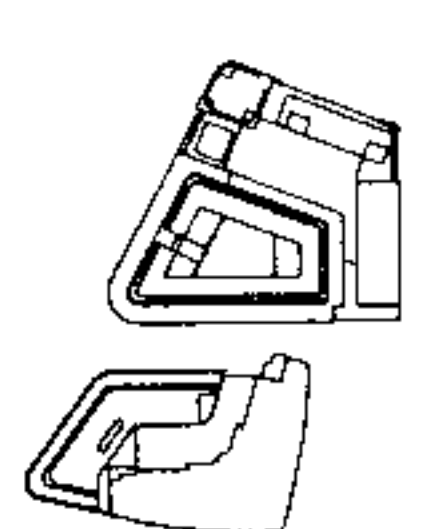
AREA AVAILABLE FOR USE BY COMMUNITY GROUPS

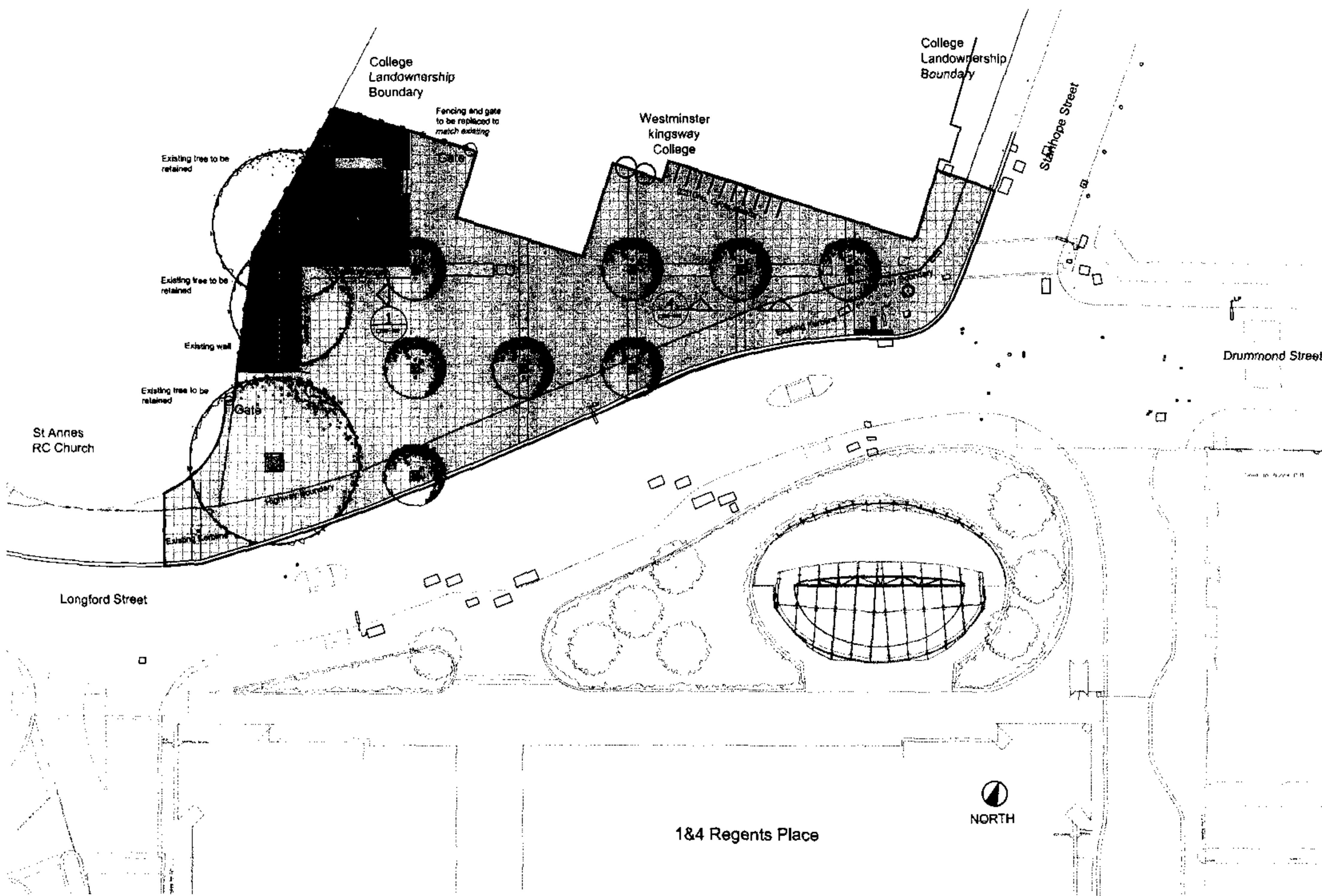
British Land
FARRELLS

RECENT'S PLACE
OSNABURGH STREET
AREA AVAILABLE FOR USE
BY COMMUNITY GROUPS
PLANNING APPLICATION
SCALE 1:200 @A0
RP/SK/RP_SK_659B
09 September 2005

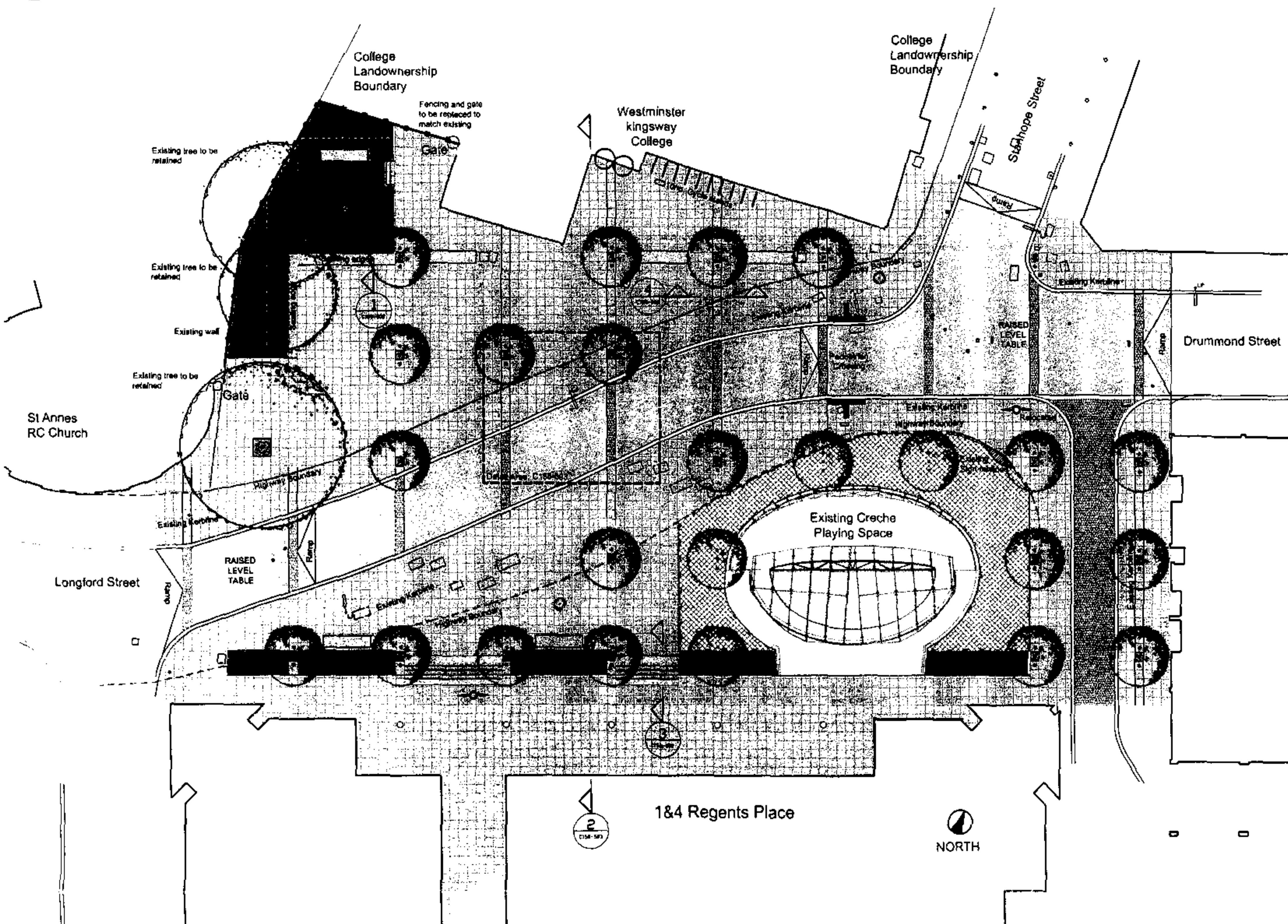
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RP/SK/RP_SK_659B
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L-00
TRINITY MEWS
L-00
NO 1 SOANE ST
L-00
NO 1 GREAT
PORTLAND SQ

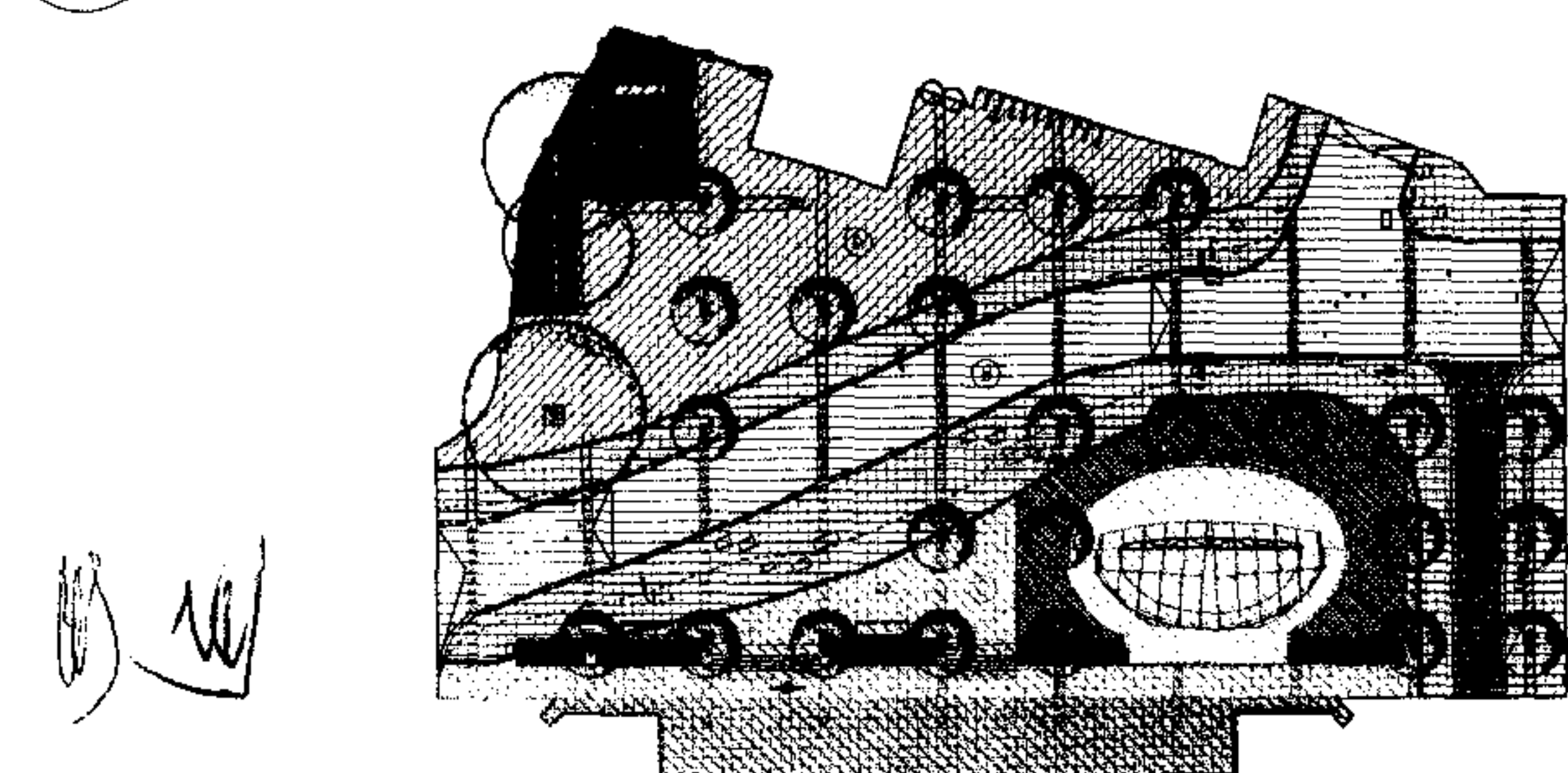




1 LONGFORD SQUARE NORTH WORKS - PHASE 1 LANDSCAPE PROPOSALS
C158-505 SCALE- 1:250



2 OVERALL LANDSCAPE MASTERPLAN PROPOSALS
C158-505 SCALE- 1:250



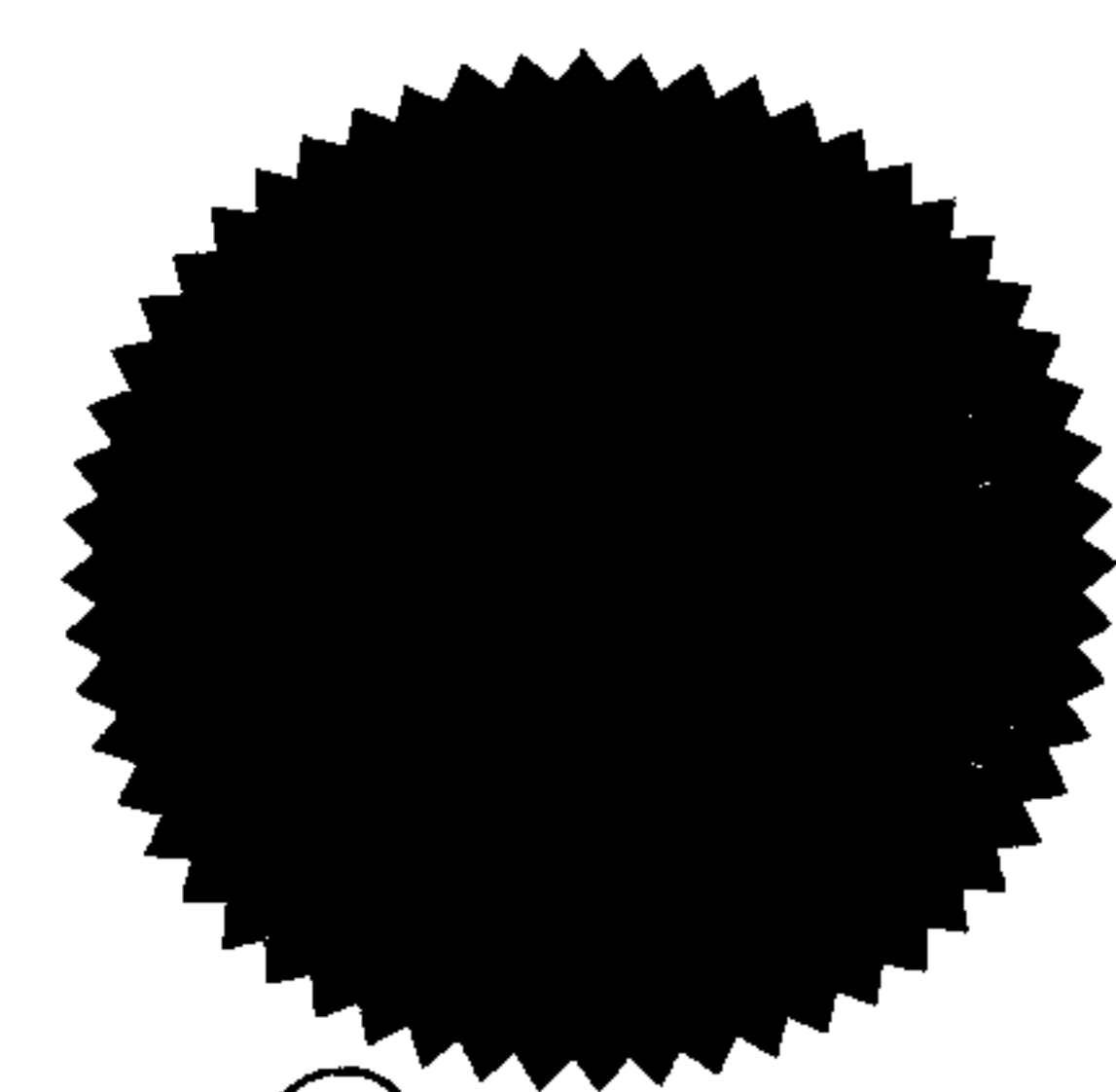
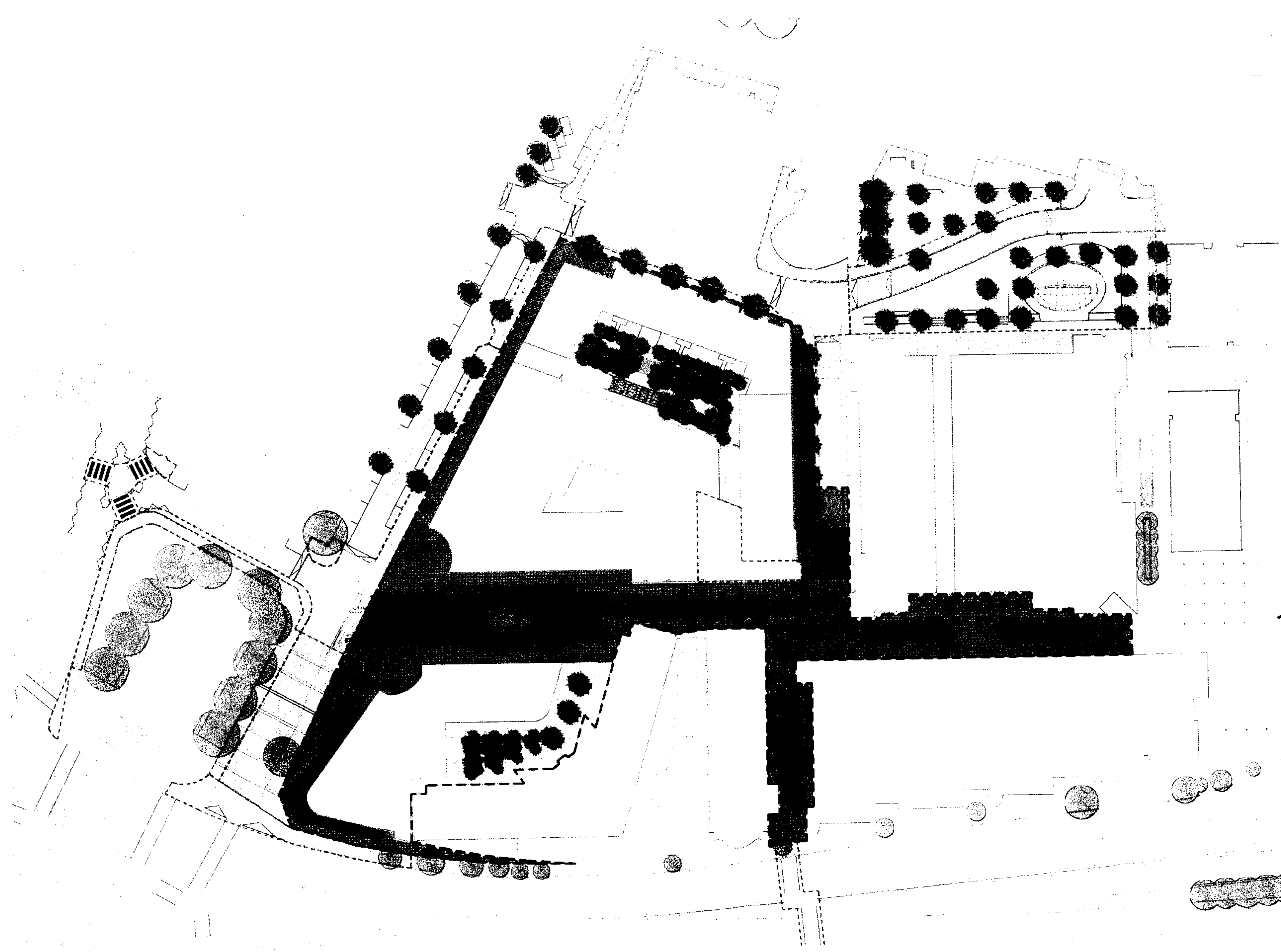
3 SCHEMATIC PLAN SHOWING LANDOWNERSHIP AREAS
C158-505 SCALE- 1:500

- NOTES:
1. All upstand edges to be fitted with anti-skate boarding measures.
 2. All tree locations are indicative and subject to services survey.
 3. Existing manhole covers to be replaced with inset covers and rotated where possible to fit the proposed grid.
 4. New road drainage to connect to existing road drainage gullies.

Legend to main plan

- Quercus palustris- 10m tall, 4.5m clear stem with single row of granite setts edging the pit, pit to be surfaced with Brecon gravel
- 2no. (per tree) Uplighters flush with paving
- Yorkstone paving flags 750mm x 750mm
- Granite flags- 750mm x 750mm to match existing on Regents Place
- Granite curb unit- 300mm wide 75mm upstand unless flush (see insert 3)
- Road carriageway construction to be agreed - preferably finished colour to be similar to Yorkstone Paving to create shared surface appearance
- Granite setts- Road units to match existing at Regents Place
- Existing Granite paving flags to be retained
- Tactile paving to indicate crossing point- 400x400mm concrete slabs in red color
- Evergreen hedging
- Grassed area
- Ivy planting bed and seasonal color bedding plants
- Existing ivy to be retained and made good where necessary
- Existing signpost
- Bin to match existing
- Polished granite seating 400x100x450mm
- Potential location for Public Art
- Bollards
- Existing lamppost and direction, to be retained
- Longford Square North Works



A	OVERALL MASTERPLAN AND LANDOWNERSHIP DIAGRAM ADDED	15.12.05	DH
NO.	REVISION	DATE	BY
DO NOT SCALE			
Copyright EDCO Design Chartered Landscape Architects 2002			
INFORMATION			
Project	LONGFORD SQUARE - REGENT'S PLACE		
Client	BRITISH LAND		
Consultant	ARUP		
EDCO Design			
EDCO Design Limited Chartered Landscape Architects 16 West Barnes Lane London SW20 0BU Tel: 020 8944 1940 Fax: 020 8944 1115 E-mail: info@edco-design.com			
THE LONGFORD SQUARE WORKS			
Scale	VARIES	Drawn by	DH
Date	NOV '05	Checked by	...
Project No.	C158-505	Sheet No.	A

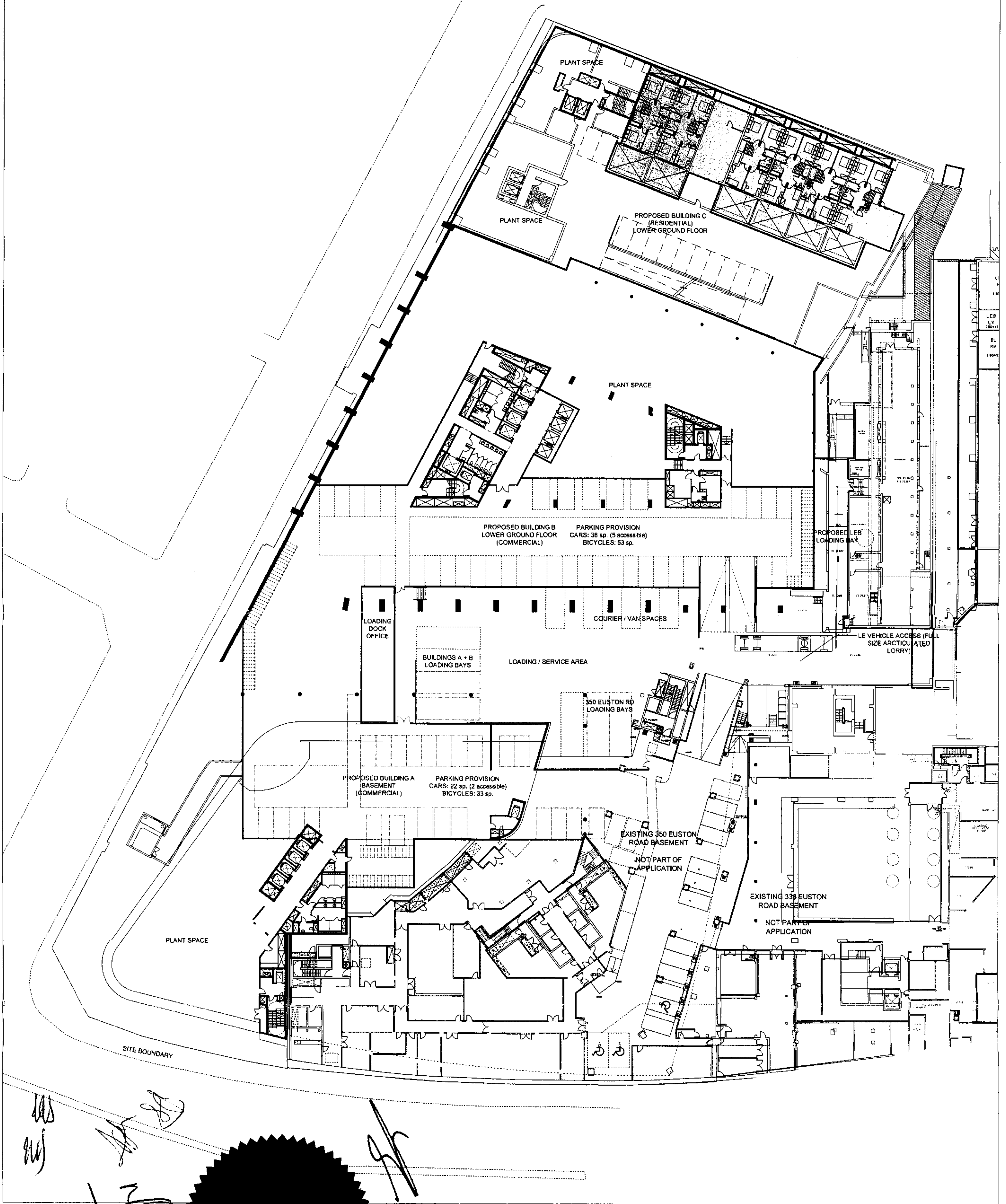


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PLANNING
PROJECT NO. 100-100-0000
DATE: 10/10/2010
BY: [Signature]
FOR: [Signature]
REVIEWED BY: [Signature]
APPROVED BY: [Signature]
DATE: 10/10/2010

 PUBLICALLY ACCESSIBLE AREA
  PLANNING APPLICATION BOUNDARY



SOCIAL HOUSING

British Land

FARRELLS

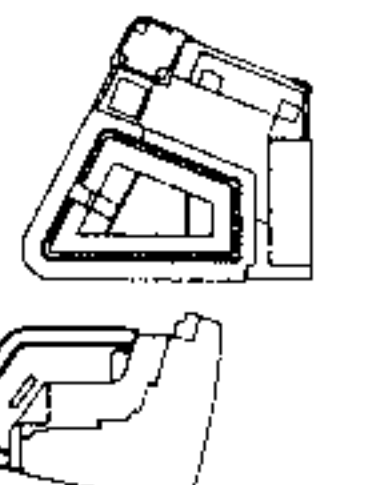
REGENT'S PLACE
OSNABURGH STREET
BASEMENT LEVEL 1
PLANNING APPLICATION
SCALE 1:200 @A0
RP/SK/RP_SK_666A
09 September 2005

SCALE 1/200 @A0
RP/SK/RP_SK_666A
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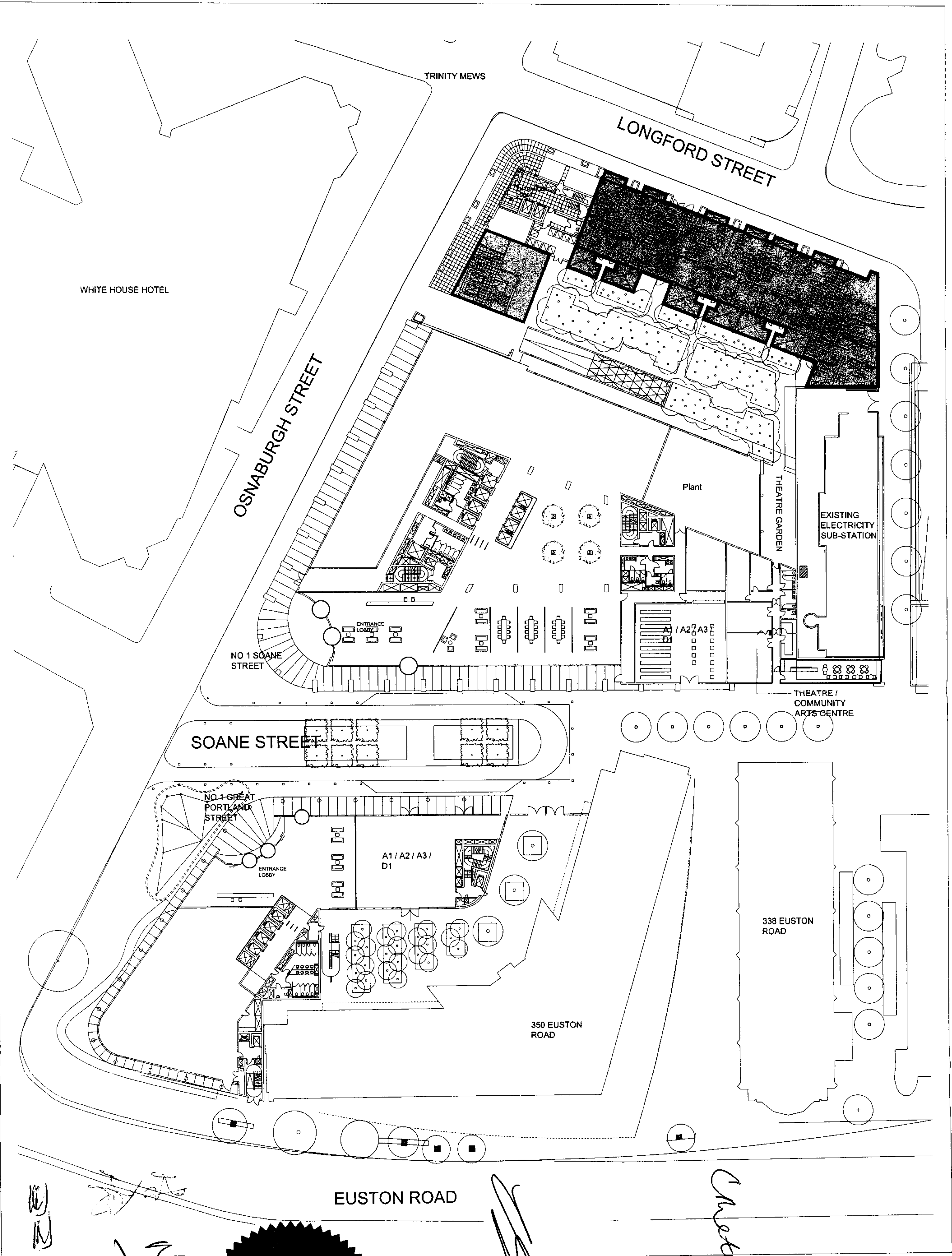
B 01
TRINITY MEWS

B 01
No 1 SOANE ST

B 01
No 1 GREAT
PORTLAND SQ



SOCIAL HOUSING PLAN



SOCIAL HOUSING

British Land

FARRELLS

REGENT'S PLACE
OSNABURGH STREET
GROUND LEVEL
PLANNING APPLICATION
SCALE 1:200 @A0

RP/SK/RP_SK_660B
09 September 2005



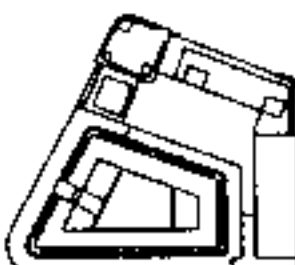
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RP/SK/RP_SK_660B

L-00
TRINITY MEWS

L-00
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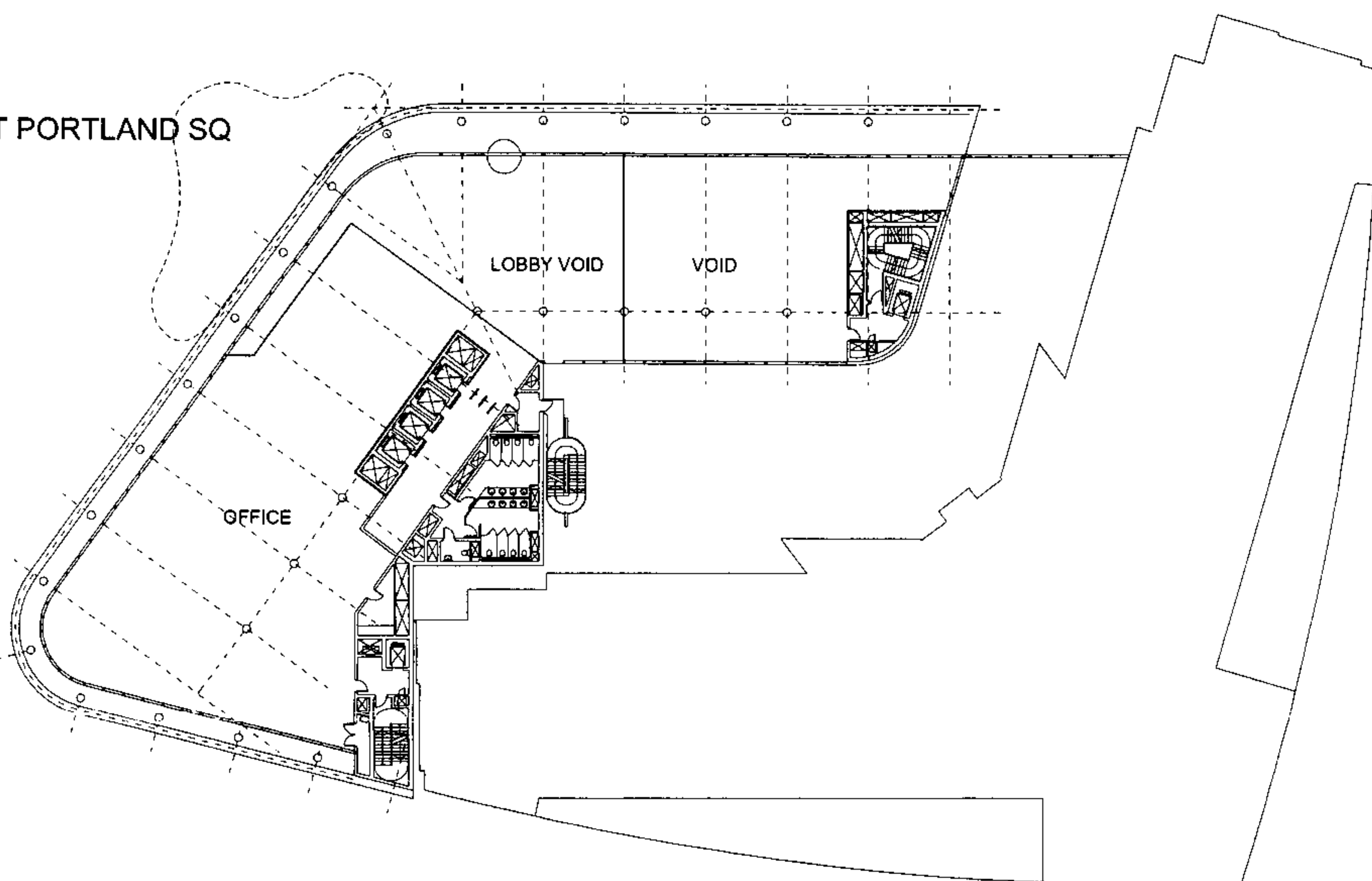
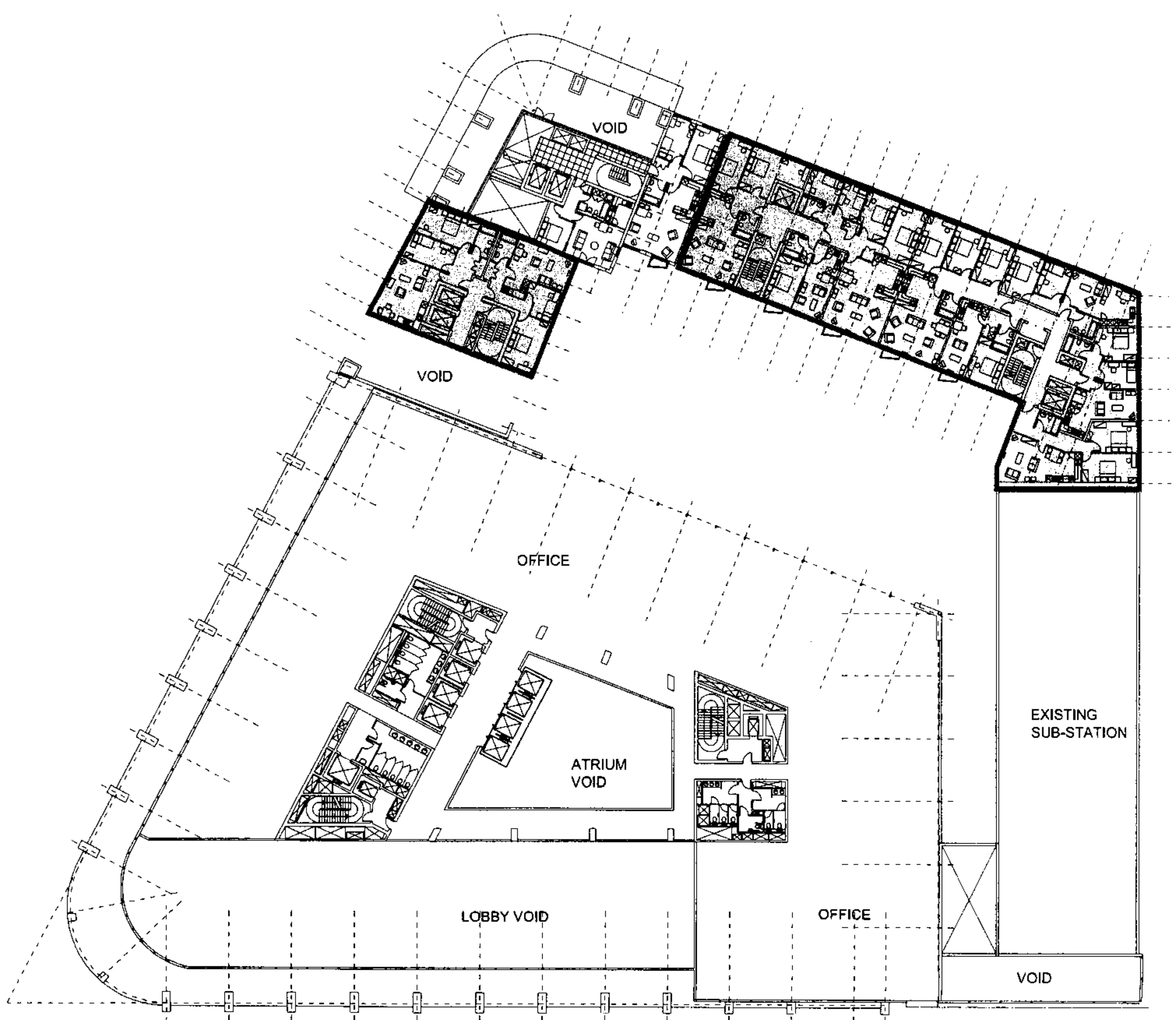
L-00
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PORTLAND SQ



TRINITY MEWS
1st Floor

No1 SOANE STREET
1st Floor

No1 GREAT PORTLAND SQ
1st Floor



SOCIAL HOUSING

INTERMEDIATE HOUSING

British Land

FARRELLS

REGENT'S PLACE
OSNABURGH STREET
LEVEL 1
PLANNING APPLICATION
SCALE 1:200 @A0
RP/SK/RP_SK_661
09 September 2005

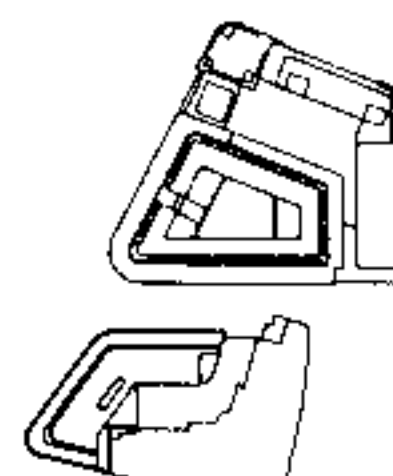
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RP/SK/RP_SK_661

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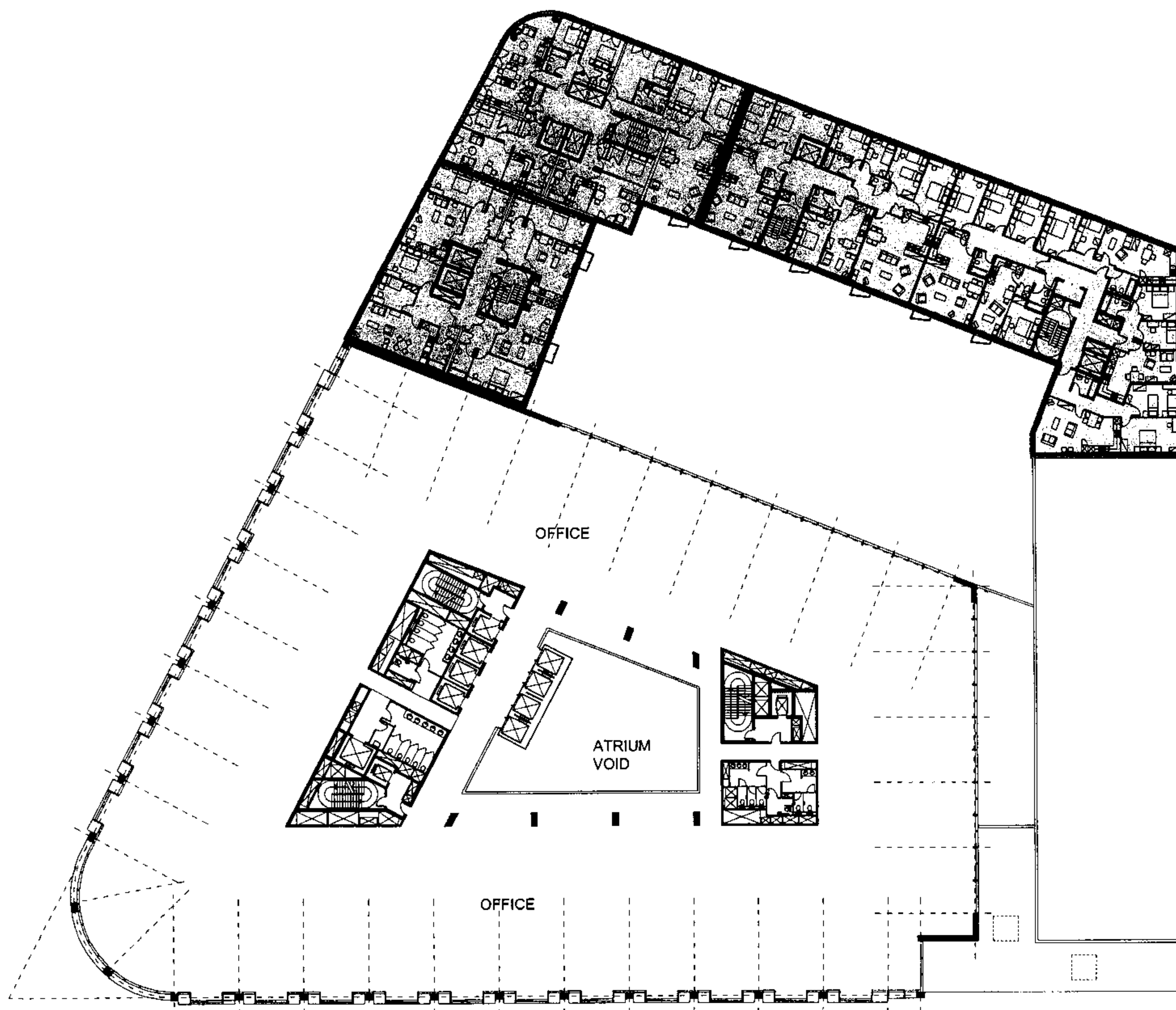
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PORTLAND SQ
02

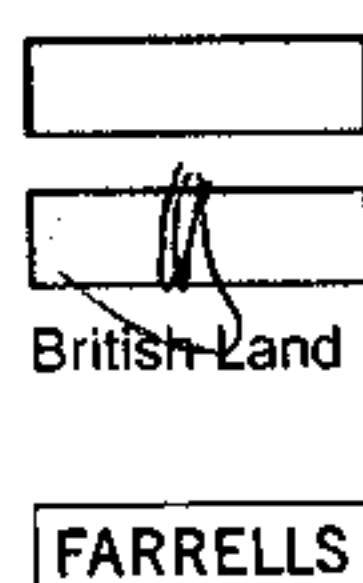
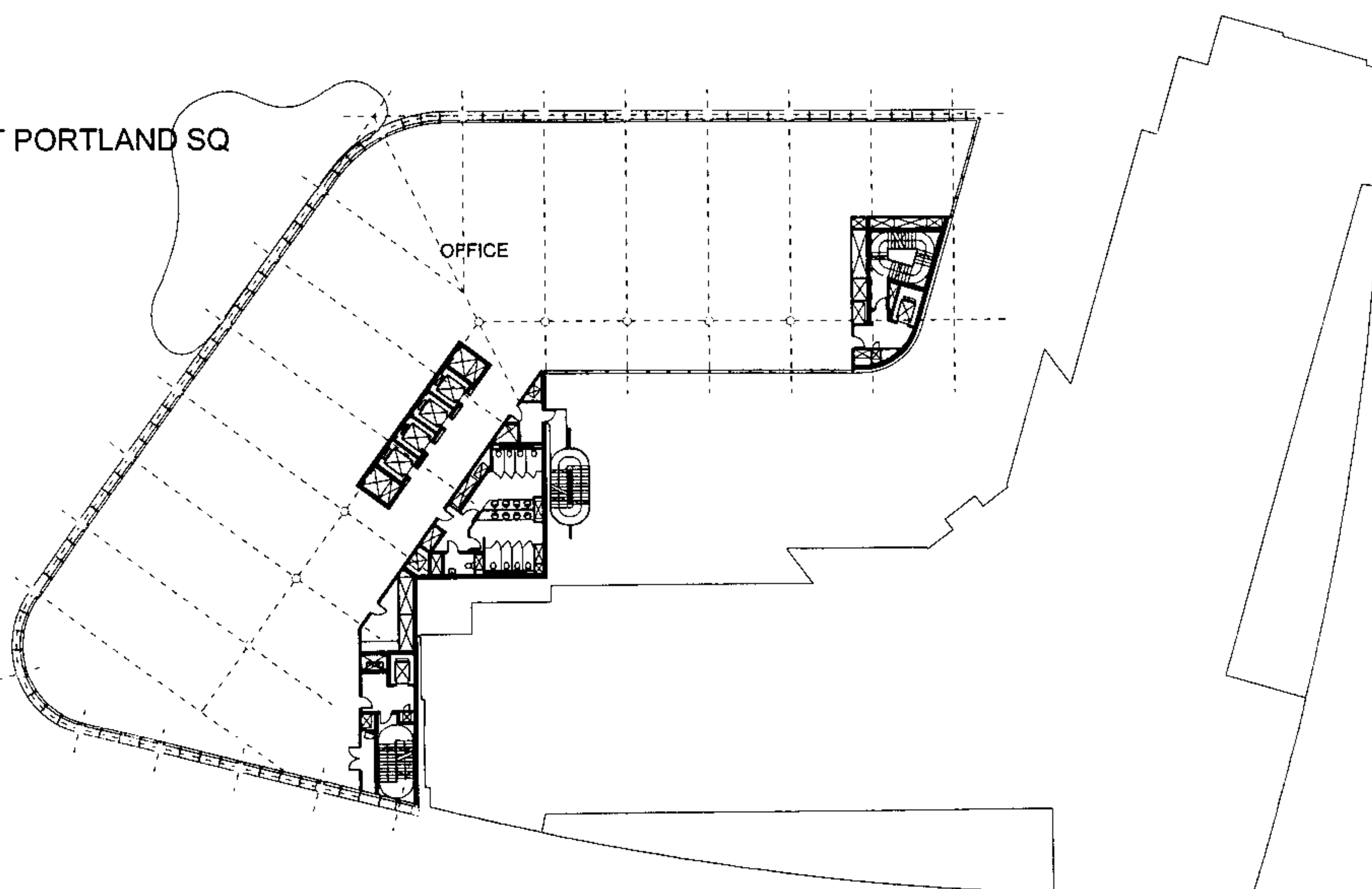


TRINITY MEWS
2nd

No1 SOANE STREET
2nd Floor



No1 GREAT PORTLAND SQ
2nd Floor



SOCIAL HOUSING
INTERMEDIATE HOUSING

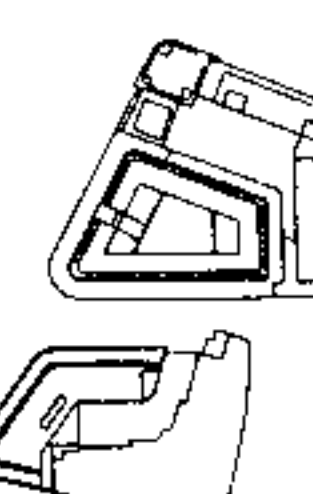
REGENT'S PLACE
OSNABURGH STREET
LEVEL 2
PLANNING APPLICATION
SCALE 1:200 @A0
RP/SK/RP_SK_671
09 September 2005



SCALE 1/200 @A0
RP/SK/RP_SK_662

0m 10 20

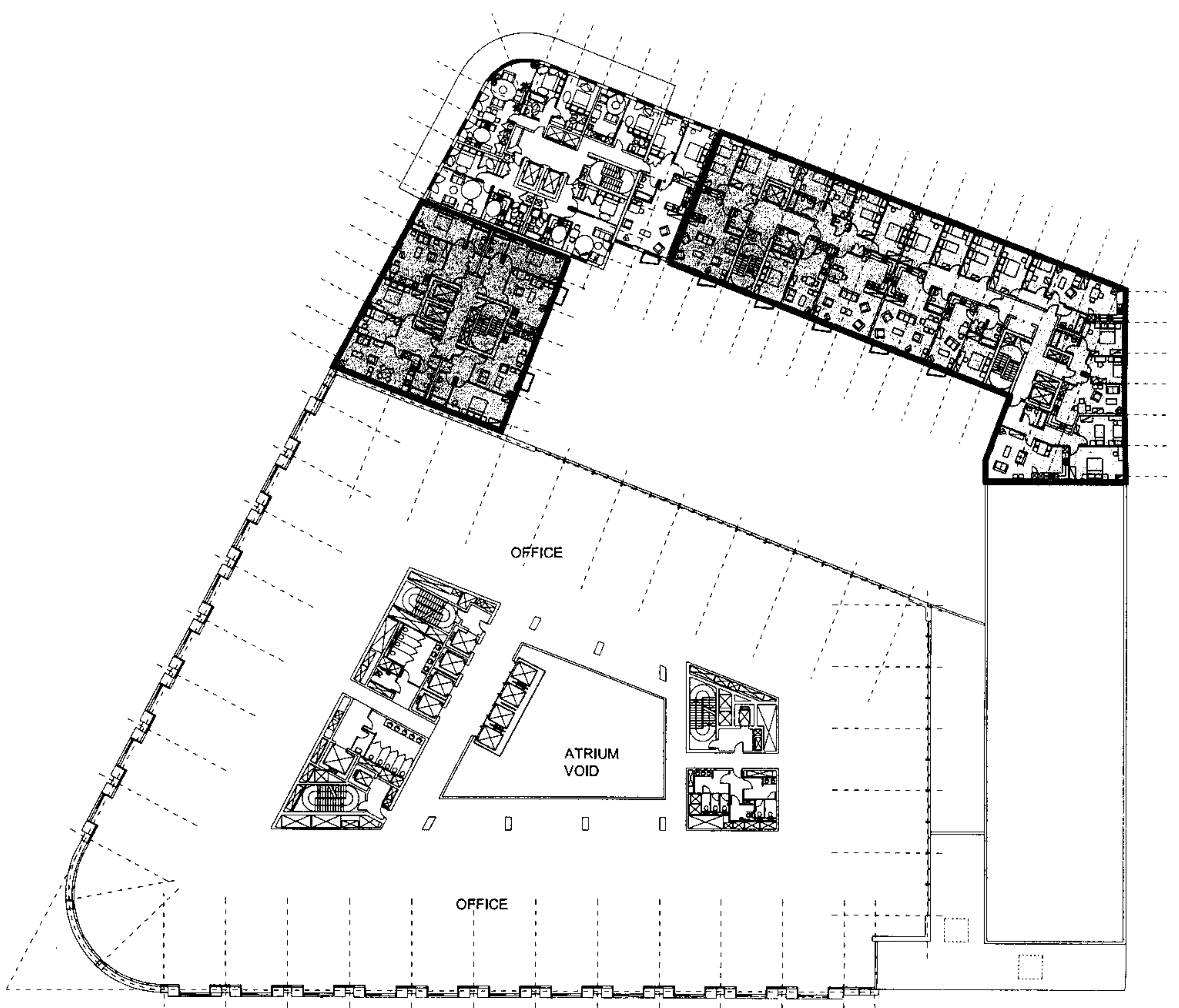
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No 1 SOANE ST
02
No 1 GREAT
PORTLAND SQ
02



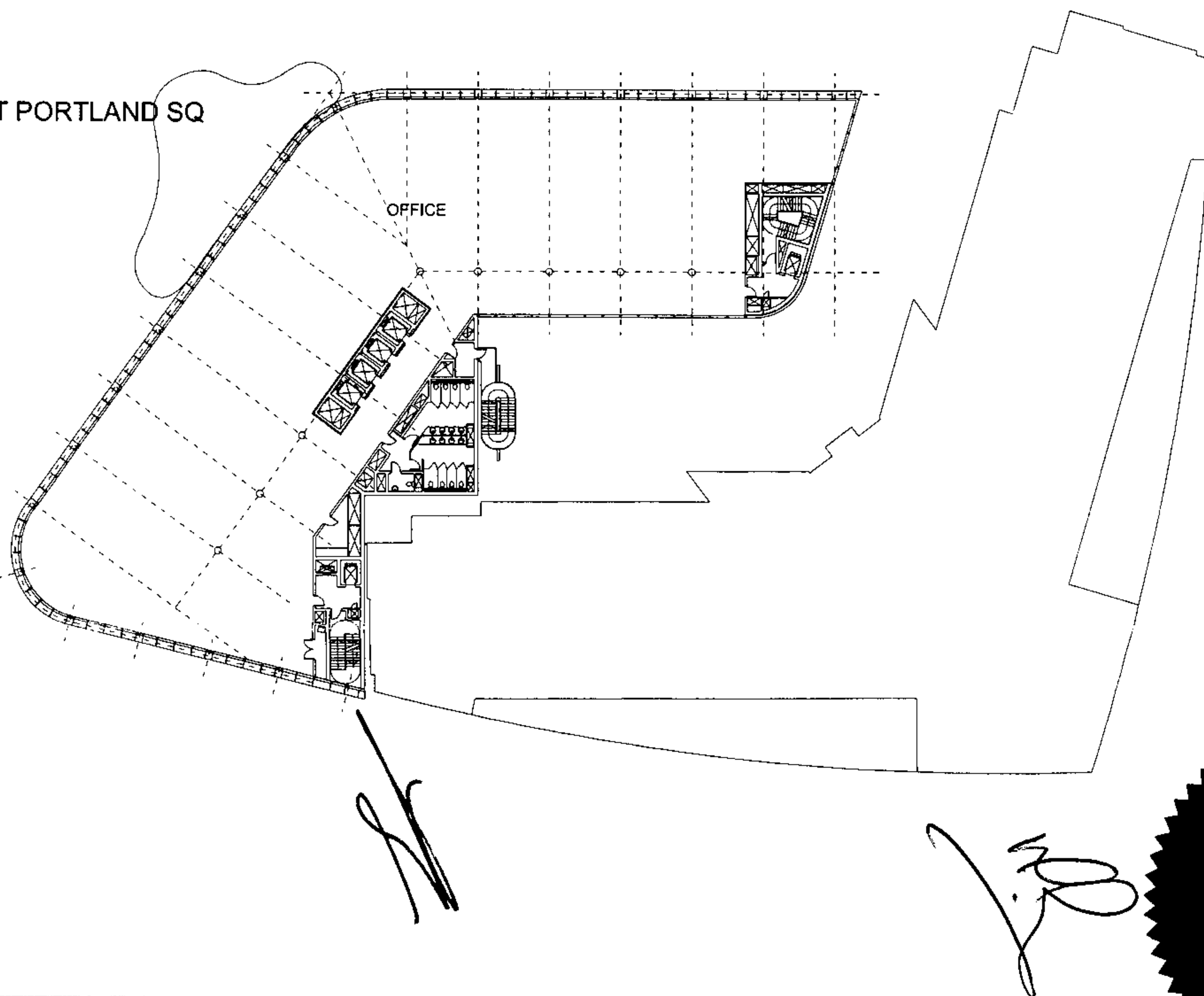
SOCIAL HOUSING PLAN





TRINITY MEWS
3rd Floor

No1 SOANE STREET
3rd Floor



No1 GREAT PORTLAND SQ
3rd Floor

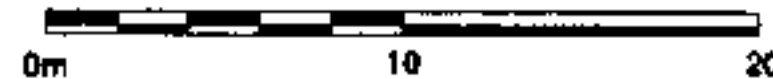


-  SOCIAL HOUSING
-  INTERMEDIATE HOUSING
-  British Land
-  FARRELLS

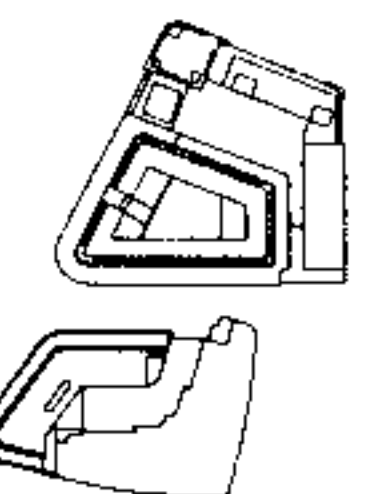
REGENT'S PLACE
OSNABURGH STREET
LEVEL 3
PLANNING APPLICATION
SCALE 1:200 @A0
RP/SK/RP_SK_662b
09 September 2005



SCALE 1:200 @A0
RP/SK/RP_SK_662b



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03
No 1 GREAT
PORTLAND SQ
03

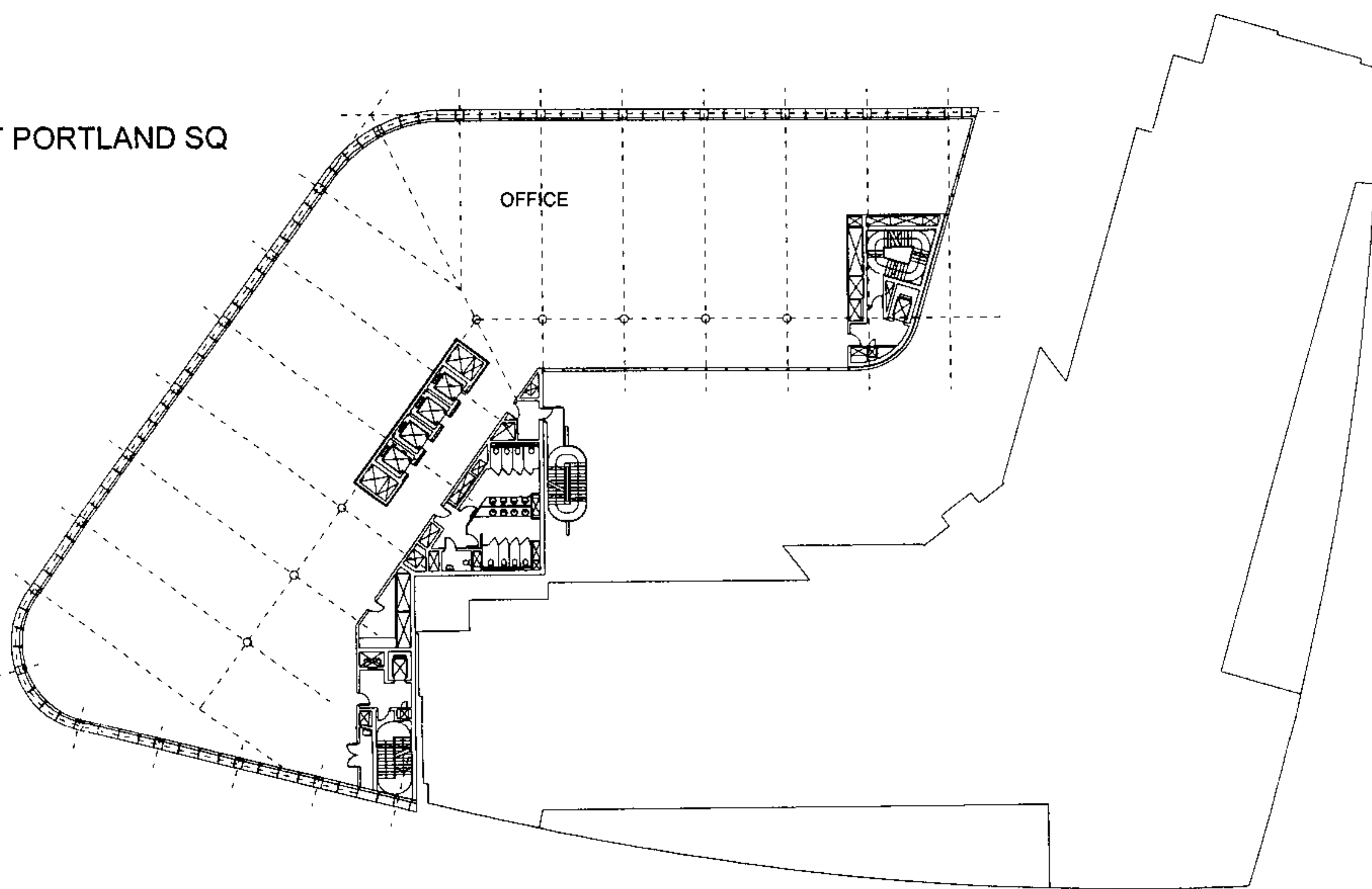
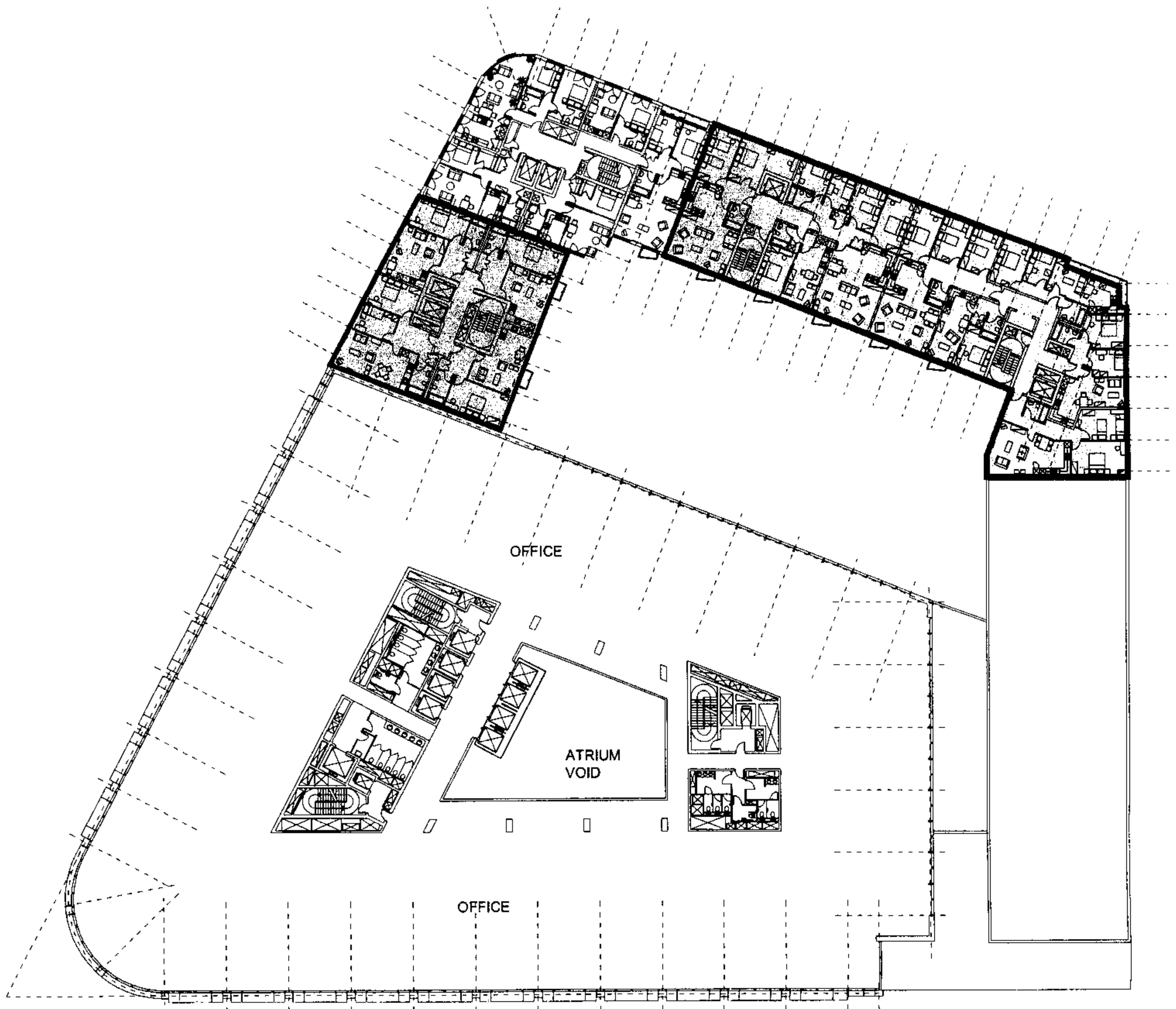


Social Housing PLAN

TRINITY MEWS
4th - 5th Floor

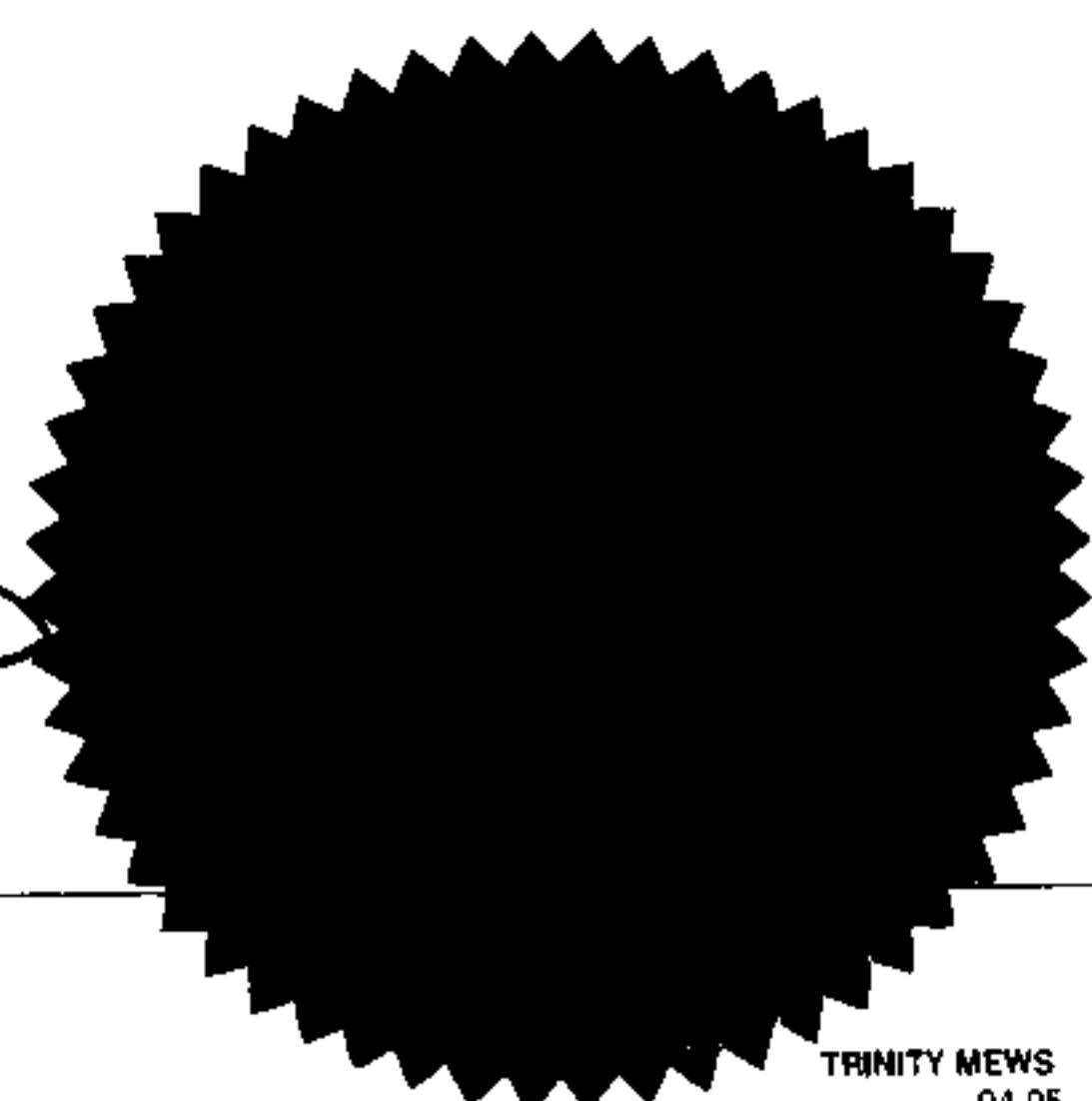
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3rd Floor

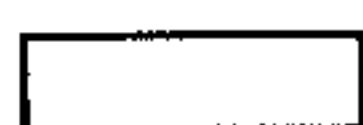



No1 GREAT PORTLAND SQ
3rd Floor



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-  SOCIAL HOUSING
-  INTERMEDIATE HOUSING
-  British Land
-  FARRELLS

REGENT'S PLACE
OSNABURGH STREET
LEVEL 3
PLANNING APPLICATION
SCALE 1:200 @A0
RP/SK/RP_SK_663
09 September 2005



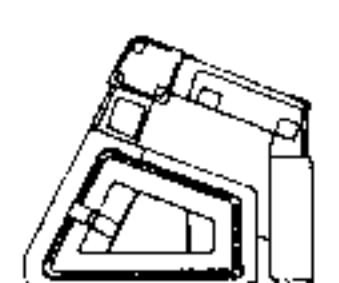
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RP/SK/RP_SK_663

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TRINITY MEWS
04-05

No 1 SOANE ST
03

No 1 GREAT
PORTLAND SQ
03

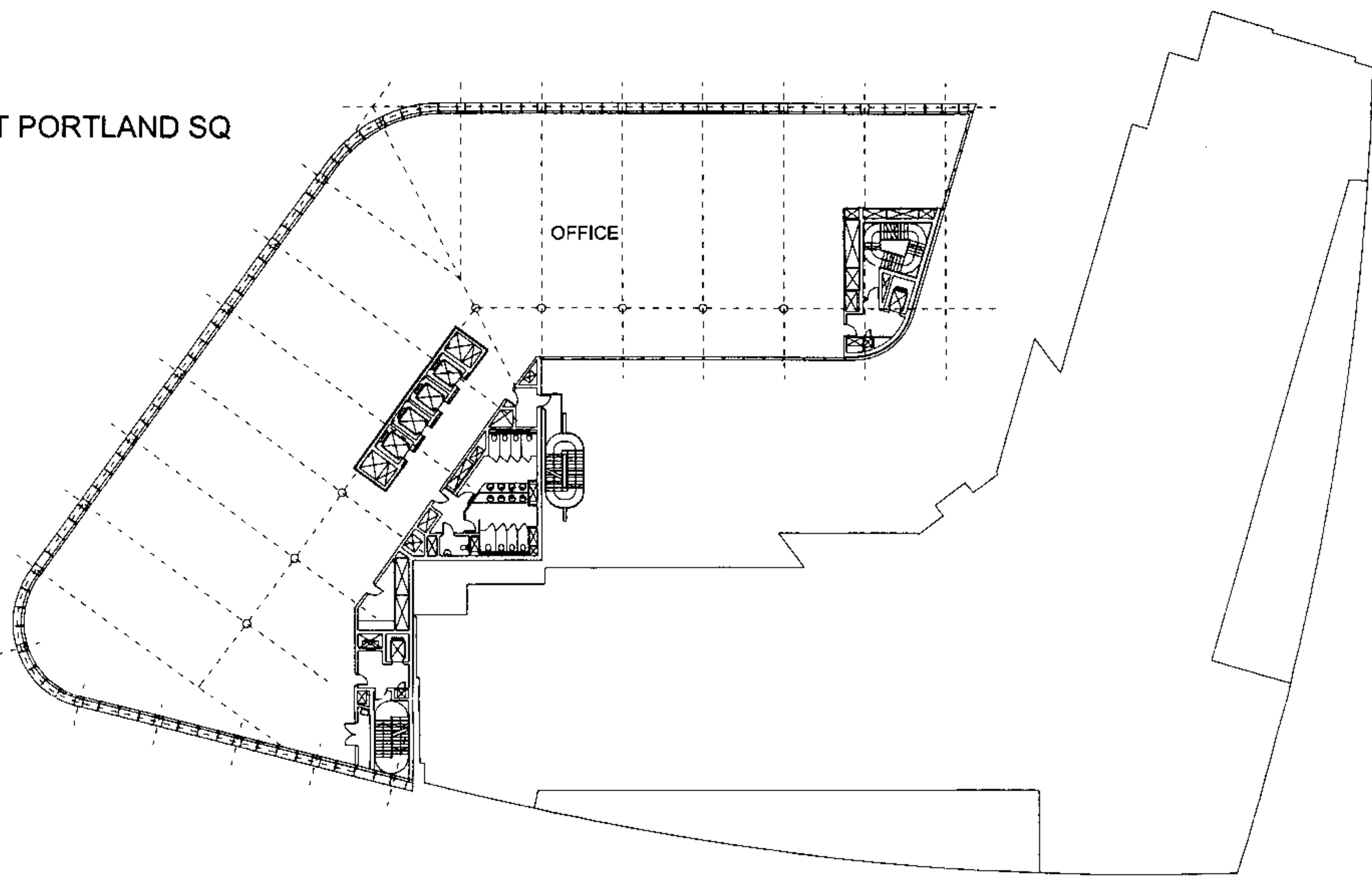
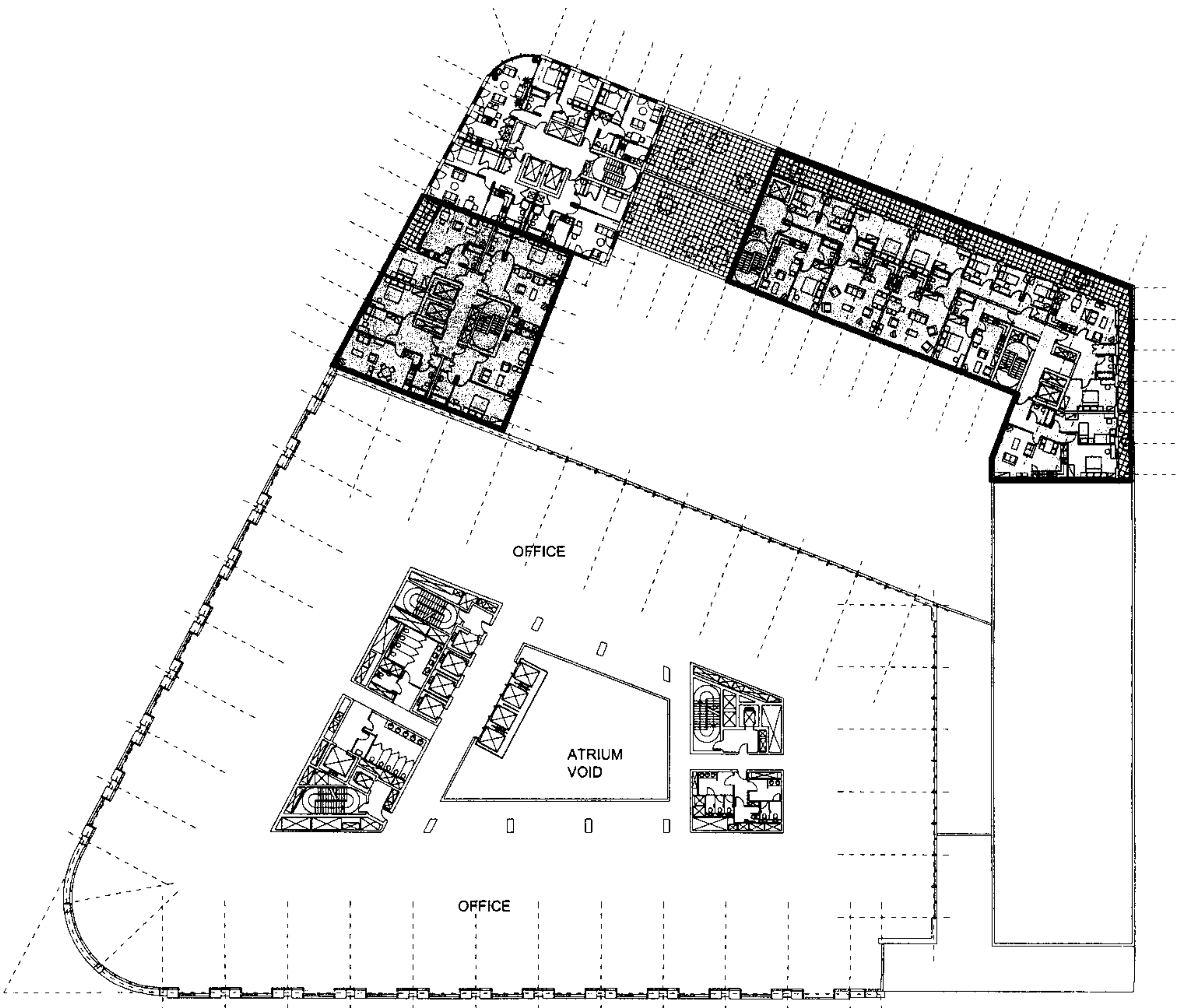


SOCIAL HOUSING PLAN

TRINITY MEWS
6th Floor

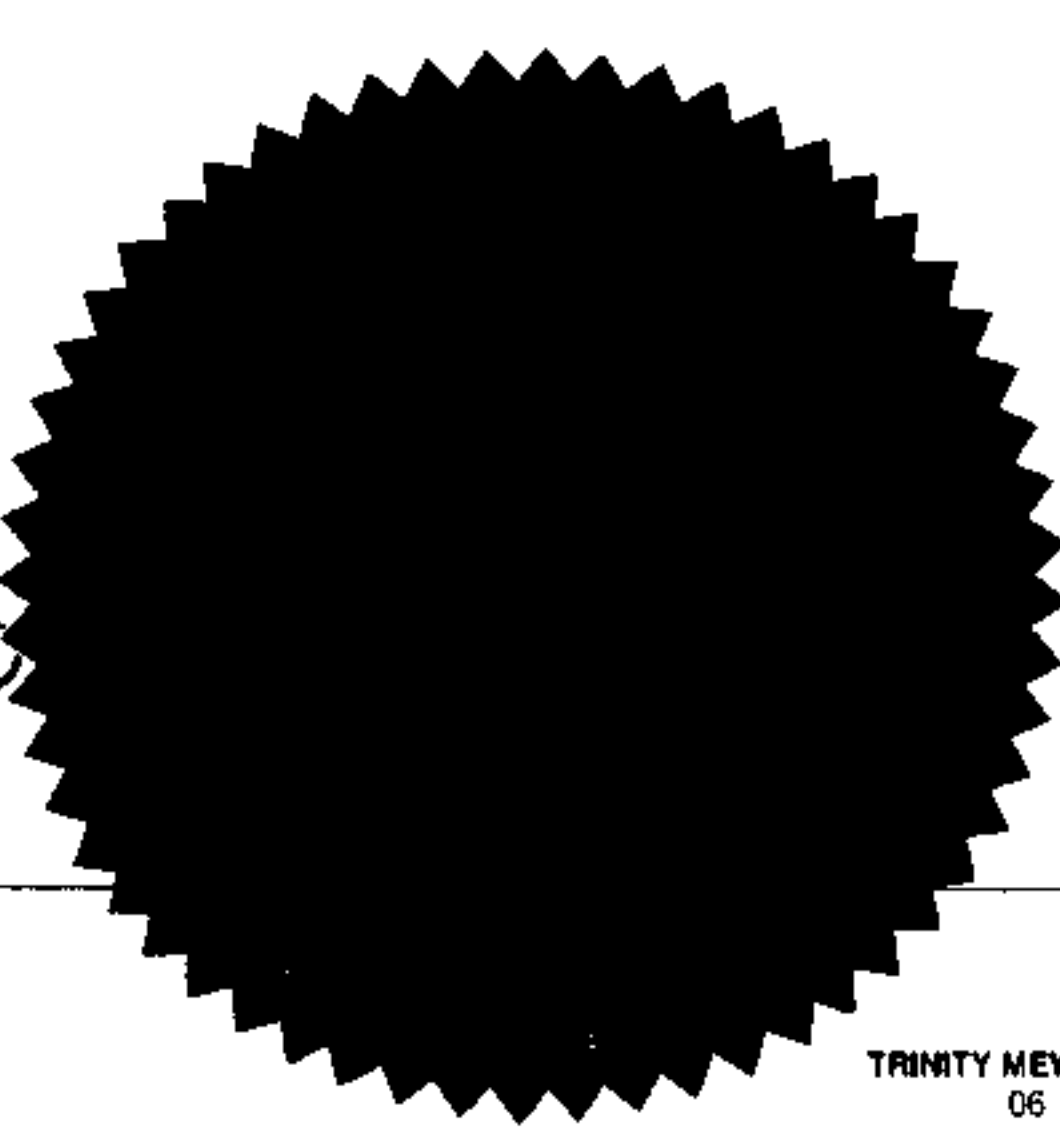
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4th Floor

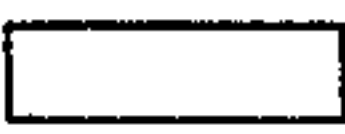

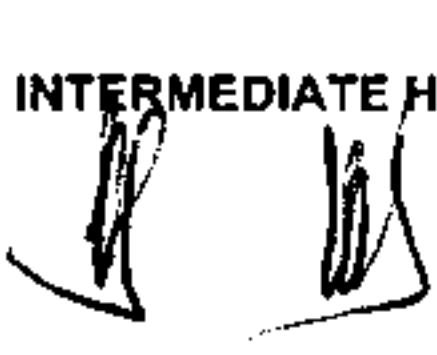

No1 GREAT PORTLAND SQ
4th Floor



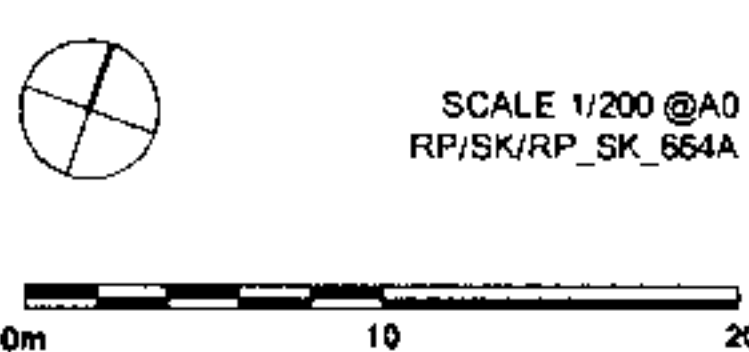
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-  SOCIAL HOUSING
-  INTERMEDIATE HOUSING
- 
- 

REGENT'S PLACE
OSNABURGH STREET
LEVEL 4
PLANNING APPLICATION
SCALE 1:200 @A0
RP/SK/RP_SK_664A
09 September 2005



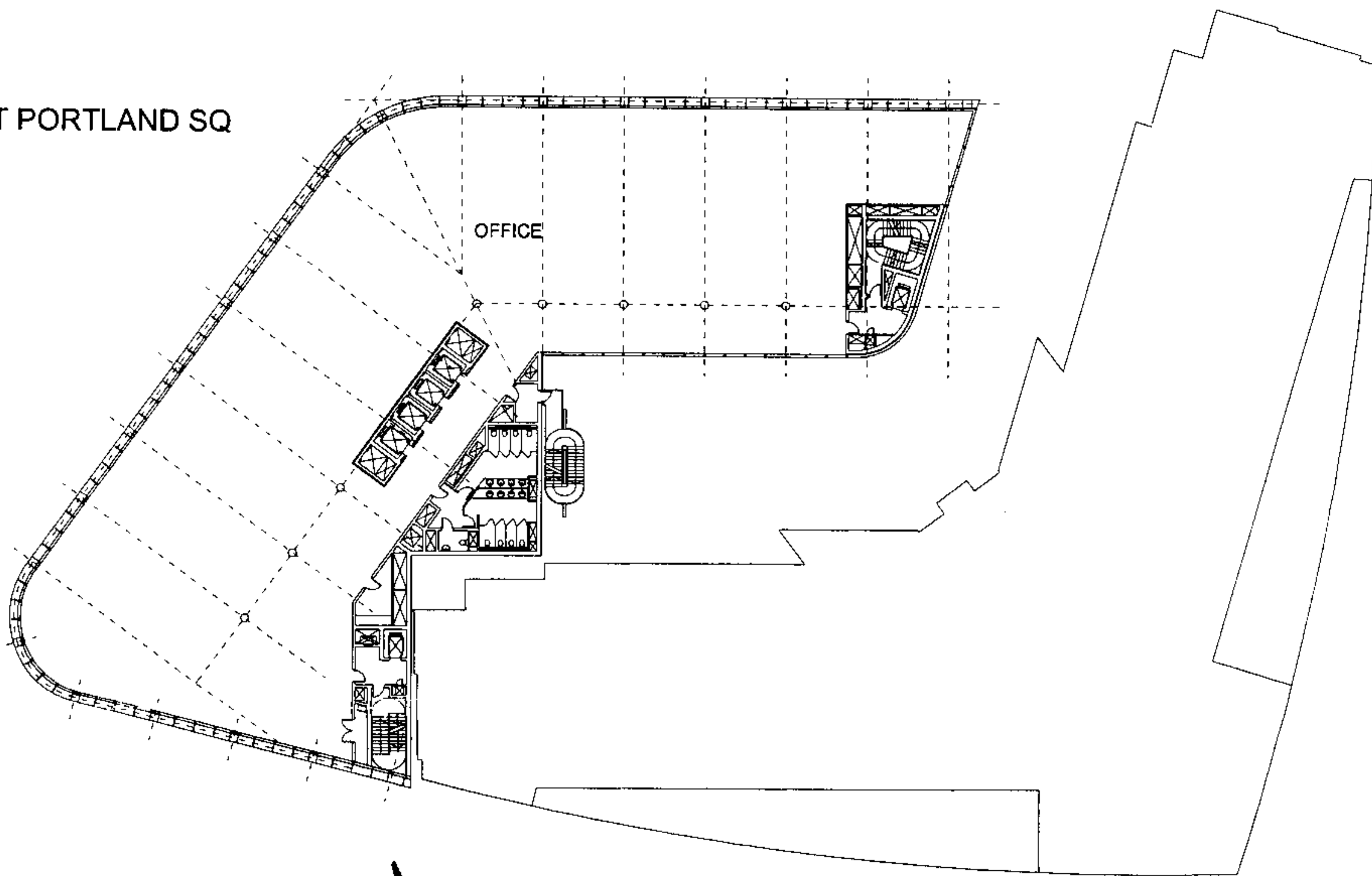
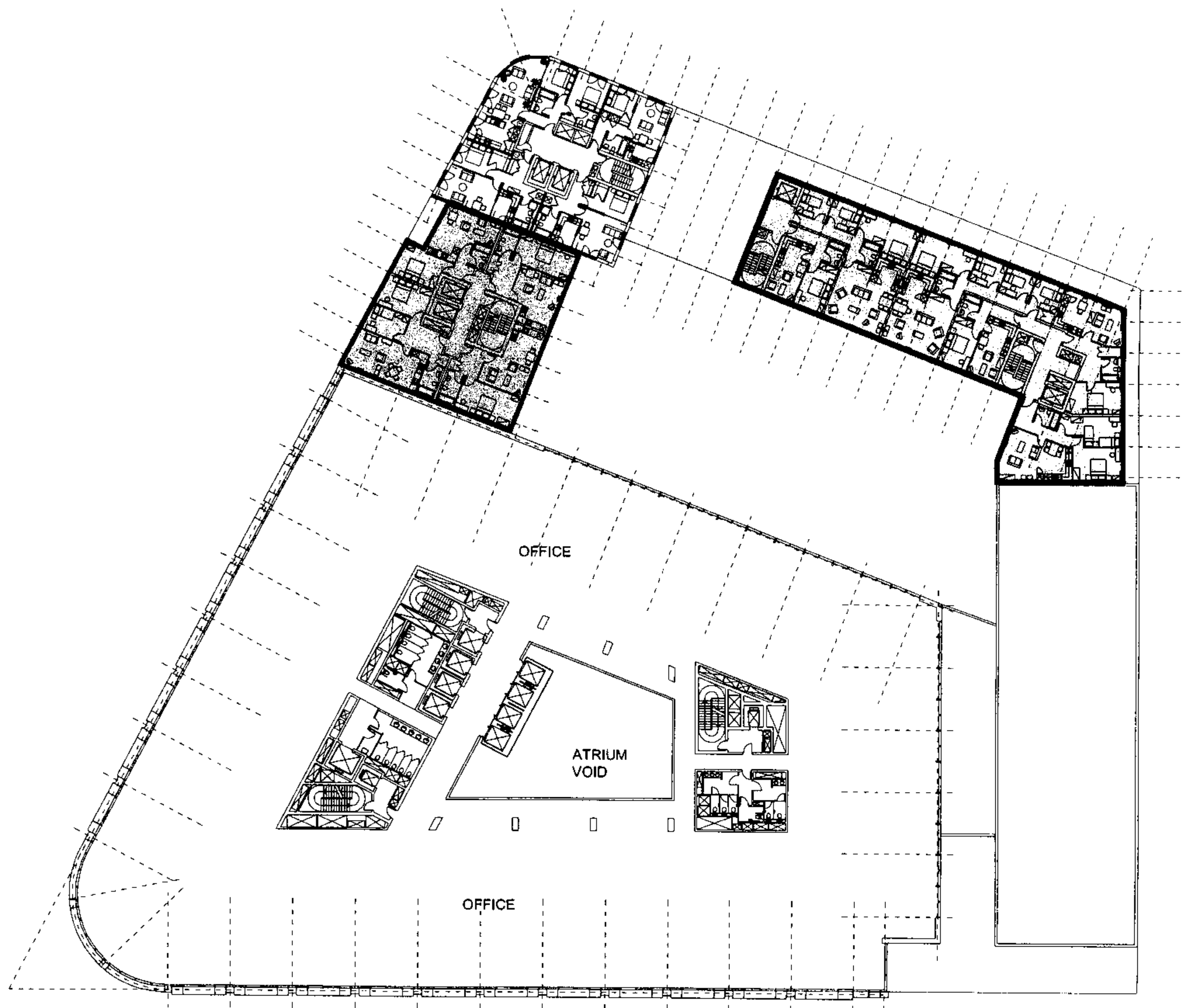
- TRINITY MEWS
06
- No 1 SOANE ST
04
- No 1 GREAT
PORTLAND SQ
04

SOCIAL HOUSING PLAN

TRINITY MEWS
7th Floor

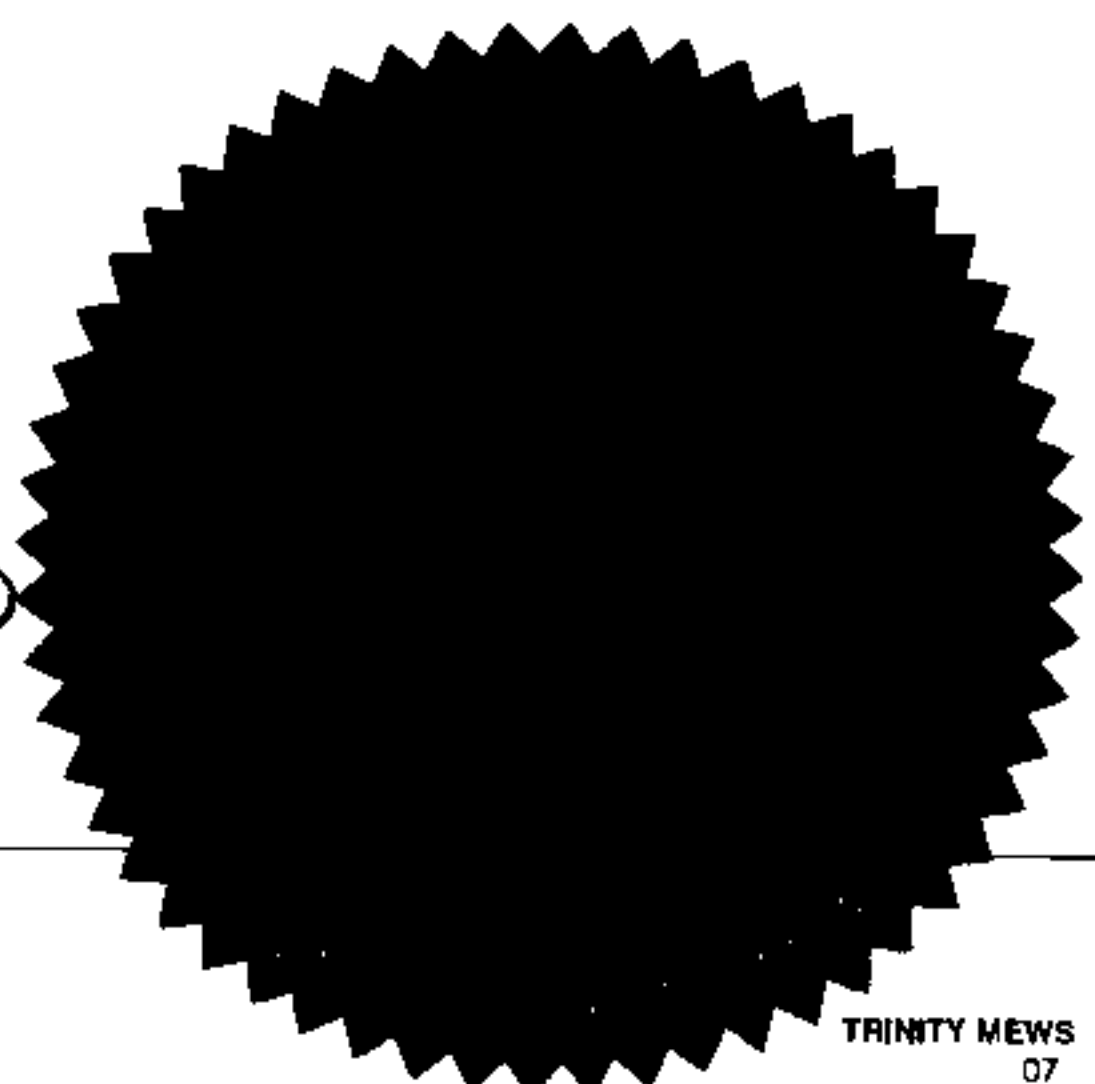
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5th Floor

No1 GREAT PORTLAND SQ
5th Floor



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SOCIAL HOUSING
INTERMEDIATE HOUSING

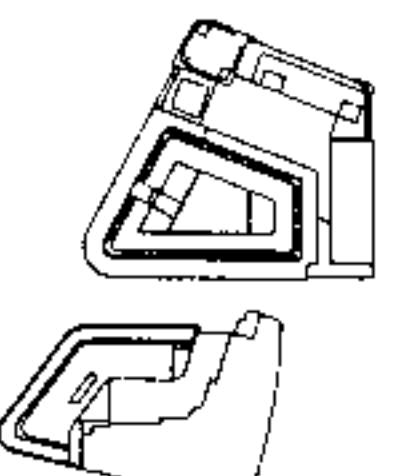
REGENT'S PLACE
OSNABURGH STREET
LEVEL 5
PLANNING APPLICATION
SCALE 1:200 @A0
RP/SK/RP_SK_665
09 September 2005



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SCALE 1:200 @A0
RP/SK/RP_SK_665

TRINITY MEWS
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05
No 1 GREAT
PORTLAND SQ
05

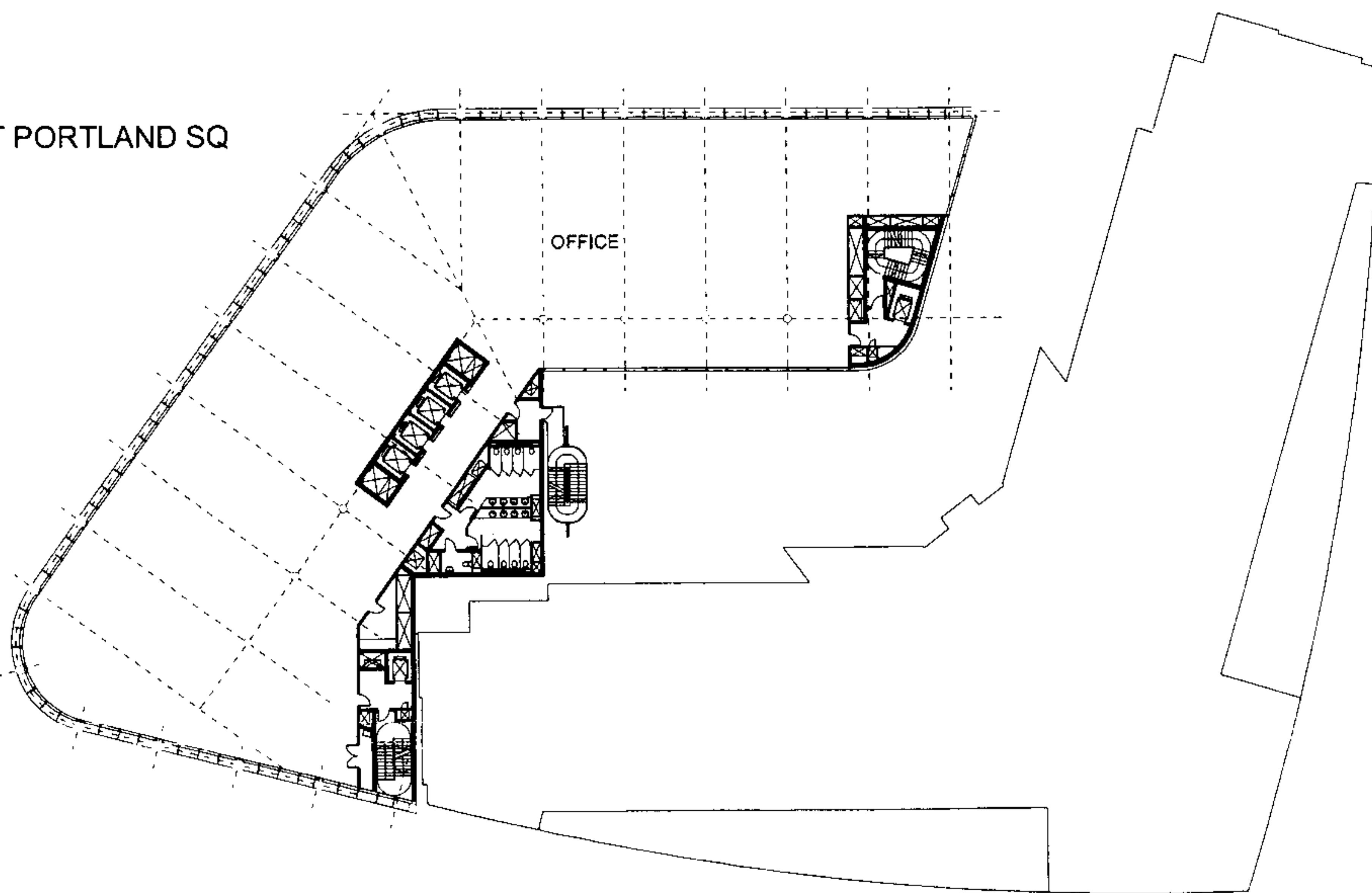
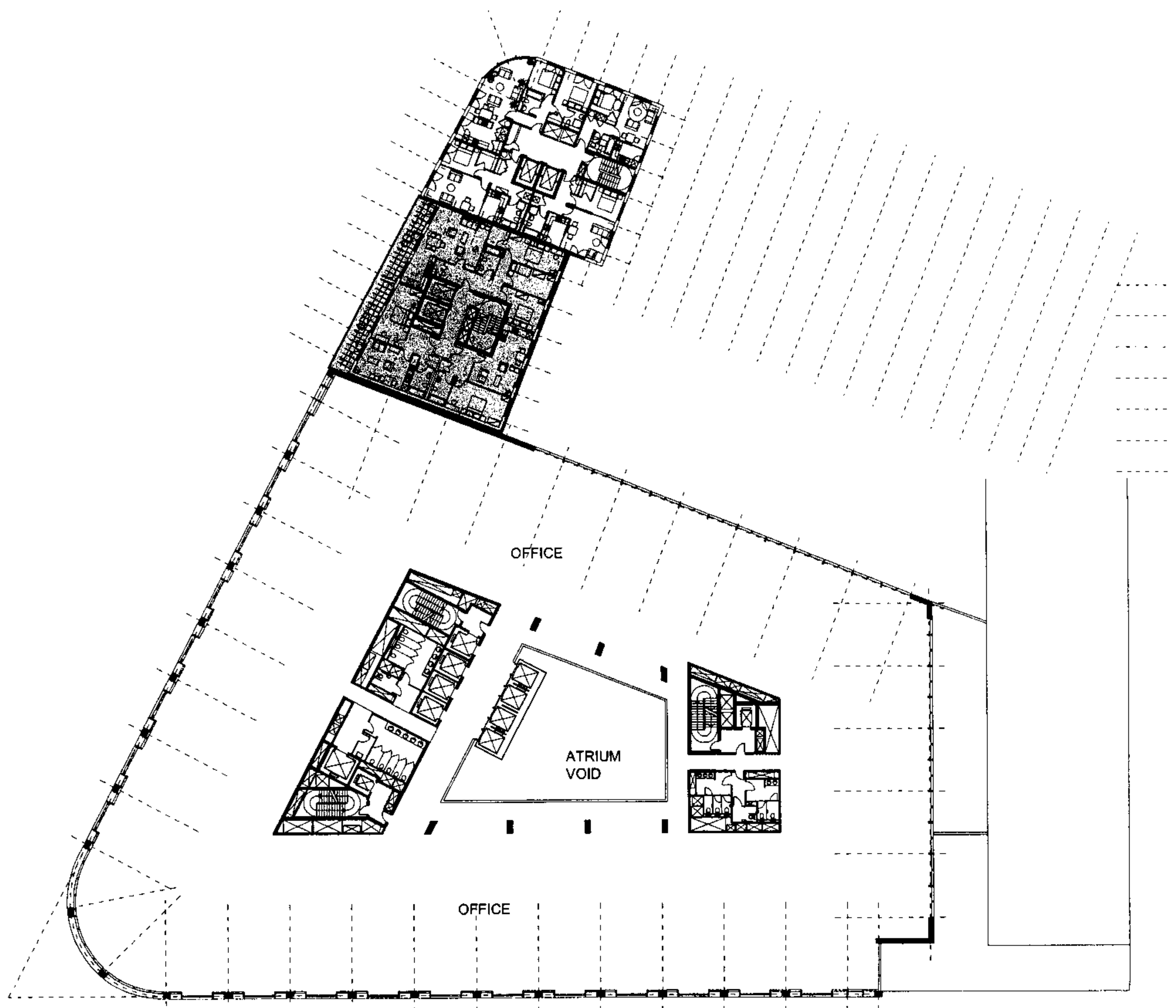


SOCIAL HOUSING PLAN

TRINITY MEWS
8th Floor

No1 SOANE STREET
6th Floor

No1 GREAT PORTLAND SQ
6th Floor



SOCIAL HOUSING
 INTERMEDIATE HOUSING
 British Land
 FARRELLS

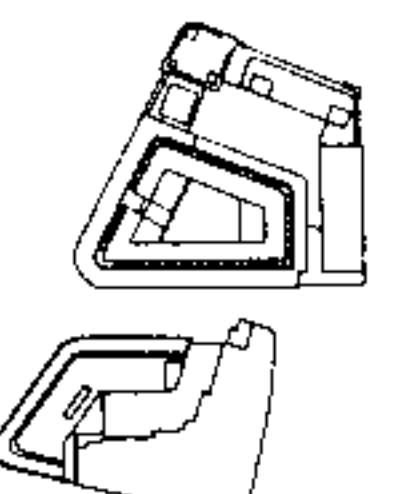
REGENT'S PLACE
 OSNABURGH STREET
 LEVEL 6
 PLANNING APPLICATION
 SCALE 1:200 @A0
 RP/SK/668
 09 September 2005



SCALE 1:200 @A0
RP/SK/668

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NEWS
 08
 No 1 SOANE ST
 06
 No 1 GREAT
 PORTLAND SQ
 06



SOCIAL HOUSING PLAN

actual persons shall include companies, corporations and other artificial persons.

- 3.3 Any reference to a specific statute or statutes includes any statutory extension or modification amendment or re-enactment of such statute and any regulations 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 4.1.1, 4.11, 4.3, 5.1, 6, 8 and 9 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 Parties save where the context states otherwise shall include their successors in title.
- 3.7 The Parties acknowledge that the Development shall be treated as being permanently designated as "car capped" housing in accordance with Clause 4.17 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner and the Crown hereby covenant with the Council as follows (and for the avoidance of doubt references to the Owner in clauses 4 to 9 hereunder shall be taken to refer jointly and severally to the Owner and the Crown) -

4.1 **Submission of Plans**

- 4.1.1 Prior to the Implementation Date to submit to the Council for approval the following:-
 - (a) the Code of Construction Practice
 - (b) the Community Space Plan
 - (c) the Public Area Plan
 - (d) the Public Art Plan
 - (e) the Sustainability Plan.
- 4.1.2 Not to Implement nor permit Implementation until each of the documents referred to in sub-Clause 4.1.1 has been approved by the Council (as demonstrated by written notice to that effect).

4.2 Euston Road Works

- 4.2.1 Not to Implement nor permit Implementation until such time as the Owner has received written notice to the effect that the Council is satisfied that the Owner has used all reasonable endeavours substantively to progress negotiations for an agreement with Transport for London as highway authority for Euston Road under Section 278 of the Highways Act 1980 securing the carrying out of the Euston Road Works at the Owner's expense.
- 4.2.2 Not to Occupy or permit the Occupation of any part of the Commercial Development until such time as the Owner has received written notice from the Council to the effect that in the Council's reasonable opinion either (i) all the Euston Road Works have been carried out and completed to the reasonable satisfaction of the Council) OR (ii) the Owner has used all reasonable endeavours to secure the carrying out of the Euston Road Works AND the Council has received the Euston Road Works Contribution.

4.3 Management of the Construction Phase

The Owner covenants with the Council as follows:

- 4.3.1 From the commencement of the Construction Phase and at its own expense:
- (a) To convene the Community Working Group from such persons (subject to a maximum of 10 people) as the Council shall nominate as having a direct interest in the carrying out of the Development including representatives of local resident (including one from Esther Randall Court) and or local residents associations, local business or business organizations and local schools
 - (i) to procure that the project managers for the Development or their nominated deputies and a representative from the relevant contractor (and any other appropriate professional representatives of the Owner) shall be a member of the Construction Community Working Group and shall attend all meetings of the group
 - (ii) to appoint a person ("the Liaison Officer") responsible for liaising with the Council residents' groups, local people and businesses and other interested parties about the operation of the Community Working Group and the management of the Construction Phase such person or his representative to organise and attend all meetings of the Community Working Group all such meetings to take place within easy walking distance of the Property

- (b) to give a minimum of seven (7) days written notice of each meeting of the Community Working Group to all members of such working group and to provide suitable facilities for the meetings of the Community Working Group
- (c) to ensure that meetings of the Community Working Group shall take place every month during the Construction Phase (unless otherwise agreed)

ALWAYS PROVIDED that any member of the Community Working Group shall be entitled on reasonable grounds by giving written notice of not less than ten (10) days to the Liaison Officer to request a meeting of the Community Working Group (except in an emergency in which case such notice can specify a shorter period) shall be convened and a meeting of the Community Working Group so convened if in response to such request shall consider matters specified in the notice as requiring discussion AND PROVIDED ALSO that if the Community Working Group decide to meet less frequently than is provided above during the Construction Phase, meetings of the working group shall be convened at such intervals as the Community Working Group decides

- (d) to ensure that an accurate written minute is kept of each meeting of the group recording discussion and any decisions taken by the group (this to be circulated by the Owner to all members of the group within seven days of each meeting)
- (e) in the event of the majority of members of the Community Working Group (having particular regard to the national Considerate Constructor Manual) voting in favour of making a recommendation to the Owner in respect of the management of the Construction Phase (each member of the group having one vote on any motion proposed) to use reasonable endeavours to give effect to implementing any reasonable recommendation and in the event of any reasonable recommendation not being adopted by the Owner the Owner shall notify the next meeting of the Community Working Group of this fact together with written reasons as to why this is the case
- (f) to provide at its own expense throughout the Construction Phase (1) a telephone complaints service that shall be available for 24 hours per day to local residents such line to be staffed by a representative of the Owner having control over the Construction Phase during all periods of construction activity and an answerphone service outside periods of construction activity (2) a fully operable and accessible computer web site setting out information about the progress of the Construction Phase and measures being taken to limit its impact on the amenity of the local

community (with particular emphasis being placed on identifying key dates when "high impact" construction activities are programmed to take place and the measures designed to address such impacts) and the Owner shall expeditiously take any action reasonably necessary to deal with any such reasonable complaints (and shall give each meeting of the Community Working Group written information about any such complaints received and action taken in respect of them)

- (g) to ensure that throughout the Construction Phase that the Commercial Development and the Residential Development shall not be carried out otherwise than in accordance with the Code of Construction Practice as approved and save in so far as any requirements of the Code of Construction Practice may be varied by any requirements imposed in a notice served under section 60 or a consent given under section 61 of the Control of Pollution Act 1974 and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council take any steps reasonably required by the Council to remedy such non-compliance as soon as reasonably practicable and cease to carry out the Development or (as the case may be) until such notice is complied with.

4.4 Public Area Plan

- 4.4.1 Unless otherwise agreed not to Occupy or permit Occupation of any part of the Commercial Development until such time as the Owner has undertaken and completed all of the physical works comprised in the Public Area Plan as approved comprised in Public Area Works Phase 1 as demonstrated by written notice to that effect from the Council.
- 4.4.2 Unless otherwise agreed not to Occupy or permit Occupation of Building B until such time as the Owner has undertaken and completed all of the physical works comprised in the Public Area Plan as approved comprised in Public Area Works Phase 2 as demonstrated by written notice to that effect from the Council (ALWAYS PROVIDED that the Council in approving the Public Area Plan may agree that this sub clause shall take effect as against Building A rather than Building B).
- 4.4.3 After the Occupation Date to comply with the Public Area Plan as approved and in the event of any material breach of the Public Area Plan as approved to comply as soon as reasonably practicable with any written requests from the Council to remedy such breach PROVIDED THAT this obligation shall not be deemed to be breached in the case of:
 - (a) fire, flooding, emergency or other disaster or security or public safety except that such closure shall not continue for more than 48 hours without written approval of the Council;

- (b) the requirement to carry out maintenance, cleaning, renewal and necessary or required works, except that any works under this sub-paragraph shall be undertaken in such a way as to cause minimum disruption to the public and in any event shall not continue for more than one week without the prior written approval of the Council;
- (c) occasional temporary closure (not exceeding one day's length at any time in any calendar year) for sufficient time to assert rights of proprietorship preventing public or private rights from coming into being by means of prescription or other process of law;
- (d) with the prior written approval of the Council the withdrawal of areas external to retail units used in association with such retail units for tables, chairs and other improved amenity where such withdrawal does not compromise the permeability of the Public Area;
- (e) closure for the holding of private events, exhibitions or similar functions (to which the public at large are not admitted) PROVIDED THAT (i) during the holding of any such private events, exhibitions, or other similar functions no less than seventy percent (70%) or such lesser percentage as may reasonably be agreed by the Council from time to time of the Public Areas shall remain open for the public to pass and repass on foot, (ii) a north south or east west pedestrian route through the Public Area shall be retained as shown coloured in red on drawing C 158-120 REV A annexed hereto shall be retained and (iii) the duration of such private events, exhibitions or other similar functions shall not exceed 25 (non-consecutive days in any calendar year) FOR THE AVOIDANCE OF DOUBT the closure of the Public Areas for private events, exhibitions or similar functions outside the aforementioned parameters shall not be permitted without the Council's prior written approval; or
- (f) closure for the holding of public events, exhibitions or similar functions (to which the public are admitted upon payment of a fee or otherwise) PROVIDED THAT (i) during the holding of any such public events, exhibitions, or other similar functions no less than seventy percent (70%) of the Public Area shall remain open for the public to pass and repass on foot (ii) a north south or east west pedestrian route through the Public Area shall be retained as shown coloured in red on drawing C 158-120 REV A annexed hereto shall be retained, and, (iii) the duration of such public events, exhibitions or other similar functions shall not exceed 60 days in any calendar year FOR THE AVOIDANCE OF DOUBT the closure of the Public Area for public events, exhibitions or similar functions outside the aforementioned parameters shall not be permitted without the Council's prior written approval.

4.4.5 The Public Area shall remain private land and shall not become public highway or public open space.

4.5 **Sustainability Plan**

4.5.1 Not to Occupy or permit Occupation of Building A until such time as the Owner has undertaken and completed all of the physical works relating to Building A in accordance with and contained in the Sustainability Plan as approved by the Council as demonstrated by written notice to that effect in accordance with the requirements of this Agreement.

4.5.2 Not to Occupy or permit Occupation of Building B until such time as the Owner has undertaken and completed all of the physical works relating to Building B in accordance with and contained in the Sustainability Plan as approved by the Council as demonstrated by written notice to that effect in accordance with the requirements of this Agreement.

4.5.3 Not to Occupy or permit Occupation of the Residential Development until such time as the Owner has undertaken and completed all of the physical works relating to the Residential Development in accordance with and contained in the Sustainability Plan as approved by the Council as demonstrated by written notice to that effect in accordance with the requirements of this Agreement.

4.6 **The Public Art Plan**

4.6.1 Unless otherwise agreed with the Council in accordance with the requirements of the Agreement to comply with regard to physical measures with the requirements of the Public Art Plan as approved by the Council and not to Occupy or permit Occupation of the Development until such time as the art works set out in the Public Art Plan as approved (save for the works to create a canopy over the entrance to Building A shown edged green on drawing number RP/SK/RP-SK-669 ("the Canopy Works") which shall be completed prior to the Occupation of Building A) have been installed (in accordance with the requirements of such plan as approved) to the reasonable satisfaction of the Council (as demonstrated by written notification from the Council to that effect) and thereafter to ensure that such art works are retained and maintained as installed

4.6.2 Without prejudice to the provisions of sub clause 4.6.1 above not to Occupy or permit Occupation of Building A until such time the Canopy Works have been completed to the reasonable satisfaction of the Council (as demonstrated by written notification from the Council to that effect) and thereafter to ensure that such art works are retained and maintained as installed (unless otherwise agreed with the Council in accordance with the requirements of the Agreement).

4.7 The Community Space Plan

- 4.7.1 Not to occupy Building B until such time as the Owner has (a) completed the construction of the Community Space in accordance with the approved drawings and (b) fitted out the Community Space for the purposes set out in the Community Space Plan as approved and to comply with the Community Space Plan as approved and not to Occupy or permit Occupation of the Community Space at any time when there is a material breach of the Community Space Plan as approved.

In the event of non-compliance with this clause the Owner shall upon notice from the Council at its own expense forthwith take any steps reasonably required by the Council to remedy such non-compliance (including legal action against the Tenant reasonably required to enforce compliance with the requirements of the Community Space Plan as approved).

4.8 The Commercial Green Travel Plan

- 4.8.1 (i) On or prior to the Commercial Occupation Date to submit the Commercial Green Travel Plan to the Council for approval and not to Occupy or permit Occupation of the Commercial Development until such time as the Commercial Green Travel Plan has been approved by the Council and (ii) after the Commercial Occupation Date to use all reasonable endeavours to Occupy the Commercial Development in compliance with the terms of the Commercial Green Travel Plan as approved by the Council and in the event of non compliance with this clause the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non compliance.

4.9 The Residential Green Travel Plan

- 4.9.1 (i) On or prior to the Residential Occupation Date to submit the Residential Green Travel Plan to the Council for approval and not to Occupy or permit Occupation of the Residential Element until such time as the Residential Green Travel Plan has been approved by the Council and (ii) after the Residential Occupation Date to use all reasonable endeavours to Occupy the Residential Development in compliance with the terms of the Residential Green Travel Plan as approved by the Council and in the event of non compliance with this clause the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non compliance.

4.10 Local Employment

4.10.1 In carrying out the works comprised in the Construction Phase of the Development the Owner shall use its reasonable endeavours to ensure that no less than 15% of the work force is comprised of residents of the London Borough of Camden.

4.10.2 In order to facilitate compliance with the requirements of sub-clause 4.10.1 above the Owner shall use all reasonable endeavours to work in partnership with (i) Kings Cross Working ("King's Cross Working") and (ii) take the following specific measures:-

- (a) that all contractors and sub-contractors ensure that information about all vacancies arising as a result of the construction of the development are notified to Kings Cross Working
- (b) that Kings Cross Working is notified of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors
- (c) that Kings Cross Working 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
- (d) the Council is provided with a detailed 6-monthly labour return for monitoring the employment and self employment profile of all workers employed during the Construction Phase;
- (e) that the Owner ensures that all end-use tenants are notified of and encouraged to use the services of the local recruitment agency, Camden Working.

4.11 Training Opportunities

4.11.1 During the period of the Construction Phase the Owner shall use all reasonable endeavours to provide training opportunities on site for employees resident within the London Borough of Camden and specifically to use all reasonable endeavours to fulfil the following aspirations prior to the posts being filled:

- (a) to provide at least 5,200 weeks (or 100 'ftes or 7.5% of total jobs created on site) of employment for employed-status trainees recruited from Kings Cross Working (and/or other agency agreed by the Council) over the duration of the development. Employed status training shall include recognized construction courses endorsed by CITB (or equivalent body), and/or Modern Apprenticeships or other training or support that

leads to accredited qualifications (for example NVQs);

- (b) to ensure that the balance of trainees is approximately 75% youth trainees under 25 years of age and 25% adult trainees;
- (c) to provide 6-monthly statement setting out the details of training and candidates to Kings Cross Working;
- (d) to work in partnership with Kings Cross Working to promote and advertise the training places to potential candidates;
- (e) to notify the posts to the Council's Assistant Director of Planning or its nominee.

4.12 The Residential Highway Works

4.12.1 The Owner shall carry out the Residential Highway Works in accordance with the requirements of the Highway and Environmental Requirements as the same are set out in the First Schedule hereto.

4.12.2 Not to Occupy or permit the Occupation of any part of the Residential Development until such time as the Owner has received written notice from the Council to the effect that in the Council's reasonable opinion either (i) all the Residential Highway Works have been carried out and completed to a standard which enables the Council to issue the Residential Highway Works Provisional Certificate OR (ii) the Owner has used all reasonable endeavours to have carried out and completed the Residential Highway Works and the Council has notified the Owner that the Residential Highway Works Contribution should be paid (in which case for the avoidance of doubt the Owner shall pay the Residential Highway Works Contribution prior to Occupation) AND the Council has received the Residential Highway Works Contribution.

4.12.3 The Owner shall within 14 days of written request pay the Council all costs incurred (including officer costs and consultation costs) in connection with the preparation and making of traffic orders that the Council reasonably considers are required as a consequence of the Residential Highway Works, whether or not such orders are actually made.

4.13 The Commercial Highway Works

4.13.1 The Owner shall carry out the Commercial Highway Works in accordance with the requirements of the Highway and Environmental Requirements as the same are set out in

the First Schedule hereto.

- 4.13.2 Not to Occupy or permit the Occupation of any part of the Commercial Development until such time as the Owner has received written notice from the Council to the effect that in the Council's reasonable opinion either (i) all the Commercial Highway Works have been carried out and completed to a standard which enables the Council to issue the Commercial Highway Works Provisional Certificate (unless otherwise agreed by the Council in accordance with the requirements of this Agreement) OR (ii) the Owner has used all reasonable endeavours to have carried out and completed the Commercial Highway Works and the Council has notified the Owner that the Commercial Highways Works Contribution should be paid (in which case for the avoidance of doubt the Owner shall pay the Council the Commercial Highways Works Contribution prior to Occupation) AND the Council has received the Commercial Highway Works Contribution.
- 4.13.3 The Owner shall within 14 days of written request pay the Council all costs incurred (including officer costs and consultation costs) in connection with the preparation and making of traffic orders that the Council reasonably considers are required as a consequence of the Commercial Highway Works, whether or not such orders are actually made.
- 4.14 **The Longford Square North Works**
- 4.14.1 (Subject to sub-clause 4.14.2 below) the Owner shall carry out the Longford Square North Works in accordance with the requirements of the Highway and Environmental Requirements as the same are set out in the First Schedule hereto.
- 4.14.2 Not to Occupy or permit the Occupation of any part of the Commercial Development until such time as the Owner has received written notice from the Council to the effect that in the Council's reasonable opinion either (i) all the Longford Square North Works (a) have been carried out and completed to a standard which enables the Council to issue the Longford Square North Works Provisional Certificate and (b) the owner of any parts of Longford Square North which do not form part of the public highway has entered into a legal agreement with the Council ensuring that all such areas have been secured for public accessibility OR (ii) the Owner has (a) used all reasonable endeavours to have carried out and completed the Longford Square North Works (this to include having used all reasonable endeavours to secure the agreement of Westminster Kingsway College to the carrying out of the Westminster Kingsway Land Works) (b) has used all reasonable endeavours to ensure that the owner of any parts of Longford Square North which do not form part of the public highway has entered into a legal agreement with the Council ensuring all such areas

have been secured for public accessibility and (c) the Council has notified the Owner that the Longford Square North Works Contribution should be paid (in which case for the avoidance of doubt the Longford Square North Works Contribution shall be paid prior to Occupation) AND the Council has received the Longford Square North Works Contribution.

- 4.14.3 The Owner shall within 14 days of written request pay the Council all costs incurred (including officer costs and consultation costs) in connection with the preparation and making of traffic orders that the Council reasonably considers are required as a consequence of the Longford Square North Works, whether or not such orders are actually made.

4.15 Affordable Housing

- 4.15.1 At its own expense to commence all works of construction conversion and fitting out necessary to make the Affordable Housing Units 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 Social Landlord.
- 4.15.2 To ensure that the Affordable Housing Units are used, occupied and retained in perpetuity for no purpose other than for the provision of Affordable Housing and that (i) the Social Rented Housing Units are retained in perpetuity exclusively for Social Rented Housing and (ii) (unless otherwise agreed with the Council in accordance with the requirements of the Agreement) the Intermediate Housing Units are retained in perpetuity exclusively for Intermediate Housing for rent and to submit annual lettings returns to the Council showing new lettings (status of tenant and rent charged) and that in both cases all units shall be retained in accordance with the definition of the eligible persons criteria contained in the housing policies utilized for development control purposes in the prevailing Council's Development Plan for the time and in the case of the Social Rented Housing Units shall be retained for occupation by tenants at rental levels being in accordance with the prevailing Housing Corporation rental structure or such standard as may replace the same that the Council may reasonably agree from time to time.
- 4.15.3 Not to Occupy or allow Occupation of any part of the Development until such time as the Owner has received written notification from the Council to the effect that in the reasonable opinion of the Council (i) all works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirements of Sub-Clause 4.15.1 hereof and (ii) either freehold ownership of all of the Affordable Housing Units has

been transferred to a Registered Social Landlord or a Registered Social Landlord has been granted a lease of at least 125 years in respect of all of the Affordable Housing Units ALWAYS PROVIDED that in the case of the Intermediate Housing Units (notwithstanding the above) ownership of the Intermediate Housing Units may be retained by the Crown .

- 4.15.4 Subject always to clause 7 the Registered Social Landlord or the Council or the Crown 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 Social Landlord or any other body organization or company registered with the Charity Commissioners for England and Wales and approved by the Housing Corporation and the Council.

4.16 The Contributions

- 4.16.1 On or prior to the Implementation Date to pay to the Council all of the Contributions save for (a) the Euston Road Works Contribution (which shall be paid in accordance with the requirements of clause 4.2), (b) the Residential Highway Works Contribution (which shall be paid in accordance with the requirements of clause 4.12), (c) the Commercial Highway Works Contribution (which shall be paid in accordance with the requirements of clause 4.13), (d) the Longford Square North Works Contribution (which shall be paid in accordance with the requirements of clause 4.14), (e) the Open Spaces and Heritage Contribution of which (i) £136,000 (one hundred and thirty six thousand pounds) shall be paid on or prior to the Implementation Date and (ii) £46,000 (forty-six thousand pounds) shall be paid within 2 years of the Implementation Date unless the Council has secured match funding for the MUGA Works in which case the Owner at this date shall pay the Council the sum of £46,000 (forty-six thousand pounds) less the amount of match funding which the Council has secured for the MUGA Works.
- 4.16.2 Not to Implement or to permit Implementation until such time as the Council has received the Contributions in accordance with sub clause 4.16.1 above
- 4.16.3 The Council covenants with the Owner (a) to apply each of the Contributions solely for the purpose for which such Contribution has been paid and for no other purpose. (b) The Council will when reasonably requested by the Owner in writing provide the Owner with a breakdown of expenditure in respect of the said Contribution. (c) In the event that the remaining Contributions or any part of the Contributions shall not have been expended within 5 years from the date of receipt then the unspent proportion of the Contributions shall be returned to the Owner. (d) The Council shall use reasonable endeavours to secure match funding for the MUGA Works

4.17 Car Capped Housing

- 4.17.1 The Owner hereby covenants with the Council to ensure that prior to occupying any residential unit forming part of the Residential Development each new resident of the development 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.
- 4.17.2 The Owner for itself and its successors in title to the Residential Property hereby acknowledges that the provision in Clause 4.17.1 above will remain permanently.
- 4.17.3 The Resident Development shall not be Occupied until 12 of the parking spaces within the residential car parking provision shown on the drawings approved under the Planning Permission have been constructed and after Occupation of the Residential Development such spaces shall thereafter be allocated and retained for the exclusive use of residents of 12 of the Affordable Housing units with no payment or service charge being required in respect of such spaces of which at least 8 spaces shall be available to occupants of the Social Rented Housing Units.

4.18 Occupation of the Commercial Development

- 4.18.1 The Owner hereby covenants with the Council not to Occupy or permit Occupation of the Commercial Development until such time as the whole of the Residential Development has been completed and is available for Occupation.

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 the Residential Development Implementation Date and the Commercial Development Implementation Date specifying that such Implementation of the Development has taken or is about to take place.
- 5.2 The Owner shall give written notice to the Council on or prior to the Occupation Date the Building A Occupation Date, the Building B Occupation Date and the Residential Occupation Date specifying that Occupation of the Development, Building A, Building B or the Residential Development as the case may be has taken or is about to take place.
- 5.3 Within 7 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 the date upon which the residential units forming the Development are ready for occupation.

- 5.4 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.
- 5.5 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 jointly and severally 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.
- 5.6 Payment of the Contributions pursuant to Clause 4.16 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft 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 Contribution relates quoting planning reference 2004/1700/P.
- 5.7 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.
- 5.8 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 AllRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that

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

- 5.9 All costs and expenses payable to or by 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, Forward Planning and Projects Team, Planning Division Environment Department, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2005/0571/P and in the case of any notice or approval or agreement from the Council this shall be signed by a duly authorised representative of the Council's Director of the Environment.
- 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 in preparing this Agreement (these not to exceed £15,000 (fifteen thousand pounds) plus a contribution to the Council's costs incurred generally in monitoring Section 106 Agreements (amounting to £7,800 (seven thousand eight hundred pounds)) 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 HM 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 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.
- 6.7 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 and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.
- 6.8 Subject to the provisions of paragraph (i) - (iii) below the restrictions contained in sub-clause 4.1 hereof shall not be binding upon a mortgagee or chargee of a registered proprietor of the Affordable Housing Units ("the Registered Proprietor") (ALWAYS PROVIDED that the Registered Proprietor is a Registered Social Landlord) nor any receiver appointed by such mortgagee or chargee or on any person deriving title from such mortgagee or chargee in possession PROVIDED that the following conditions have been satisfied:
- (i) In the event of the Registered Proprietor 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 mortgagee or charge so that the mortgagee or chargee exercises its power of sale or failing to make payment of sums due under any loan finance document covering the Affordable Housing Units (whether solely or together with other property) for a period of six months then any mortgagee or chargee of the Affordable Housing Units or any such receiver or administrative receiver shall serve written notice ("the Default Notice") upon the Council.
 - (ii) In the event of service of a Default Notice the Council shall be at liberty for a period of six calendar months thereafter to seek to identify another Registered Social Landlord to agree to take a transfer of the Affordable Units
 - (iii) In the event of a mortgagee or chargee or receiver or administrative receiver of the Registered Proprietor having served a Default Notice but the Council failing to locate another Registered Social Landlord ready able and willing to take a transfer of the Affordable Housing Units within the six calendar month period specified above ("the Specified Period") on the terms specified above then should the mortgagee chargee or any such receiver or administrative receiver take possession of the Affordable Housing Units 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 mortgagee or 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 mortgagee 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 Sub Clause 4.1 hereof.

- 6.9 The Council covenants with the parties to this Agreement that the Council will not unreasonably withhold or delay any consent or approval required from the Council pursuant to the provisions of this Agreement and the Council further covenants with the Owner and the Developer to use reasonable endeavours to respond to any request for approval of the plans referred to in clause 4.1 or written requests of the Owner for approval under sub clauses 4.1.2 and 4.15.3 within 28 days of submission of such plans by the Owner and Developer.
- 6.10 The Council acknowledges that none of the parties to this Agreement shall be liable for any breach of any of the covenants, obligations or restrictions contained in this Agreement which occur during any period during which the relevant party has no legal interest in the Property or (save in respect of the Community Space) the part of the Property in respect of which or in relation to which the breach occurs but without prejudice to any liability of any party for any breach of any of the covenants, obligations or restrictions contained in this Agreement which occur during any period during which such party holds a legal interest in the Property.
- 6.11 Notwithstanding the above clause 6.10, it is hereby acknowledged that the Owner shall not be released from the obligations contained in sub-clauses 4.4 and 4.7 until it has first procured a direct covenant from the proposed purchaser confirming that it will comply with sub-clauses 4.4 and 4.7 AND the Council, acting reasonably, is satisfied that the proposed purchaser has a covenant sufficient to comply with the said sub-clauses.
7. Any tenant (or person claiming title from such tenant) of a Registered Social Landlord 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 Sub Clause 4.15.2 hereof ALWAYS PROVIDED that the relevant Registered Social Landlord has first provided the Council with information demonstrating to the Council's reasonable satisfaction that all monies received by the relevant Registered Social Landlord in respect of the sale of such tenant shall be applied exclusively for the provision of Affordable Housing within the London Borough of Camden, unless otherwise agreed by the Council

8. All Covenants made by the Owner and the Crown in this Agreement are made jointly and severally and shall be enforceable jointly and severally against the Owner and the Crown .
9. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

FIRST SCHEDULE

THE HIGHWAY AND ENVIRONMENTAL WORKS REQUIREMENTS

1. Interpretation

In this Schedule the following words or expressions shall, where the context so admits, have the following meanings:

- | | | |
|-----|----------------------------|---|
| 1.1 | "the Bond " | means the bond referred to in this First Schedule a draft copy of which is included at Annex A of this Schedule being a bond for the sum of £1,864,750 (one million eight hundred sixty four thousand seven hundred and fifty pounds) ("the Bond Figure") to act as security for the Council's interest in the Works; |
| 1.2 | "the Contract" | means the contract to be let by the Owner under clause for the construction of the Works; |
| 1.3 | "the Contractor" | means the contractor to whom the Contract is let being a contractor from an approved list of contractors supplied by the Council to the Owner; |
| 1.4 | "the Drawings" | means the detailed drawings of the Works approved by the Council as part of the Programme under this Schedule together with such other drawings and documents as the Council may from time to time agree shall be used in addition to or in substitution of the same; |
| 1.5 | "the Final Certificate" | means the certificate issued under paragraph 5 of this Schedule; |
| 1.6 | "the Independent Surveyor" | means a surveyor appointed by agreement between the parties or in the absence of agreement appointed on the request of one party by the President of the Royal Institution of Chartered Surveyors; |
| 1.7 | "the Index" | means the Road Construction Tender Price Index issued from time to time by the Department for Transport; |

- 1.8 "the Programme" means in respect of each element of the Works the programme and details prepared by appropriately qualified engineers for those Works this to include all designs materials documents drawings specifications tender documents together with the Owner's arrangements for the supervision of the Works and the programme for the construction of individual elements of each of the Works ("the Works Elements") incorporating a statement of the overall sequence in which each of the Works and each of the Works Elements are to be carried out and a description of the contractual arrangements and methods of construction which the Owner is to adopt, together with an estimate of the amount of time to be spent by the Owner in carrying out and completing each of the Works and each of the Works Elements;
- 1.9 "the Provisional Certificate" means the certificate issued under paragraph 5.1 of this Schedule;
- 1.10 "the Specification" means a specification each of the Works being in the form of the Manual of Contract Documents for Highway Works Specification for Highway Works published by HMSO in December 1991 as amended by subsequent updates published from time to time and in accordance with the Camden Streetscape Design Manual and other standards designs and specifications for highway and landscaping works adopted by the Council from time to time;
- 1.11 "Statutory Undertaker" means any person, company, corporation, board or authority whose apparatus is pursuant to a statutory right or to a licence granted under Section 50 of the 1991 Act at the date of this Agreement already installed in, under, over or upon the land on which the Works are to be carried out **PROVIDED THAT** such expression shall include the authorised successor to any such person, company, corporation, board or authority;
- 1.12 "Surety" means any bank or other financial institution as may be

nominated by the Owner and approved in writing by the Council for the purposes of the Bond;

1.13 "VAT" means Value Added Tax and any tax of similar nature substituted for it or in addition to it;

1.14 "the 1980 Act" means the Highways Act 1980;

1.15 "the 1991 Act" means the New Road and Street Works Act 1991.

2. THE WORKS

The Works means (collectively or individually where the context so permits) the Commercial Highway Works, the Longford Square North Works, and the Residential Highway Works

3. THE OWNERS COVENANTS

The Owner covenants with the Council as follows:-

- 3.1 On or prior to Implementation to submit to the Council the Programme for each of the Works and not to permit Implementation until such time as the Owner has received written notification from the Council of the Council's approval of the Programme for each of the Works;
- 3.2 To commence and thereafter proceed diligently to carry out and complete each of the Works and the Works Elements to the Council's reasonable satisfaction in accordance with requirements of the Programme as approved (including requirements as to timing of the Works and Works Elements);
- 3.3 To give written notice to the Council of the Owner's intention to commence any Works Elements at least 28 working days prior to the service of any notification required by statute in respect of such Works Element;
- 3.4 Prior to Implementation and/or the commencement of any of the Works and without expense to the Council to enter into the Bond with the Surety in the Bond Figure for the due performance of the Owner's obligations in respect of the Works under this Agreement such Bond to be in the form of the draft bond annexed at Annex A hereto and not to permit Implementation until such time as a copy of the Bond has been served on the Council and the Council has given its written approval thereto;

- 3.5 To indemnify the Council from and against all actions costs claims demands charges and expenses whatsoever arising or which may arise out of or be incidental to the execution of each of the Works by the Owner and the use of the Works until (but not after) such time as each of the Works are adopted for maintenance at public expense following the issue of the Final Certificate;
- 3.6 Before commencement of any of the Works and at no expense to the Council to obtain such consents, licences or permissions as may be required for the purposes or carrying out the Works and having obtained such consents, licences or permissions to comply with the terms of the same and to indemnify and keep the Council indemnified in respect of each of the Works from and against all liabilities, costs, claims, actions, demands, or expenses which may arise from the Owner's failure to comply with such consents, licences or permissions;
- 3.7 Before the issue of the Final Certificate to execute and complete or to procure the execution and completion of by all necessary parties without cost to the Council such deeds of grant as are necessary to secure to the Council full drainage rights in respect of such parts of the surface water drainage system as are located outside the limits of the public highway by and such other easements as may be reasonably and properly required respectively by the Council for the future maintenance of any structure forming part of any Works as constructed **PROVIDED THAT** the Council shall not be required to issue the Final Certificate until any necessary drainage rights relating to Works have been secured;
- 3.8 At any time during the carrying out of the Works (but without prejudice to the obligation to carry out the Works), to use all reasonable endeavours not to prevent or impede the free movement of traffic along the roads unless a temporary closing order has been obtained under the Road Traffic Regulation Act 1984 or other statutory provisions;
- 3.9 To pay to the Council on prior to Implementation the sum of £168,750 (one hundred and sixty eight thousand seven hundred and fifty pounds) in respect of the reasonable and proper costs and expenses to be incurred by the Council in the project management checking and design and carrying out periodic site inspections of the Works;
- 3.10 To pay to the Council within 10 working days of demand any costs reasonably and properly incurred by the Council in connection with the making and implementing traffic regulation orders (as defined in the Road Traffic Regulation Act 1984) or traffic management orders under any other statute which the Council deem necessary as a result of the Works irrespective of whether or not such orders are actually made or if made or implemented whether or not this happens prior to during or following the completion of the Works;

- 3.11 For the avoidance of doubt the Council shall not be liable for any costs incurred by the Owner as a consequence of the Owner carrying out the Works in connection with the necessary diversion or protection of the apparatus of Statutory undertakers required as a consequence of the Works.

4. Access to the Public Highway

- 4.1 The Council shall in approving the Programme for each of the Works give to the Owner licence to enter and to remain, with or without workmen, plant and machinery, upon so much of the public highway respectively under the Council's control as the Council shall agree in approving the Programme is reasonably necessary for the Owner to carry out its obligations under this Agreement in respect of the Works and it is agreed and declared that such licence issued in accordance herewith extends to breaking open (subject where appropriate to making good on its surface) and, without limitation to the other provisions of this Agreement, carrying out works in on or under the public highway **PROVIDED THAT** (i) for the avoidance of doubt land shall not be regarded as being under the Council's control if entry on to the land would amount to a breach of an express or implied covenant by the Council to the occupier of such land (ii) for the avoidance of doubt the Owner must first have obtained all of the consents in accordance with paragraph 3.6 of this Schedule and complied with all statutory notice requirements (iii) any licence given under this clause is without prejudice to the Council's statutory powers and duties and is separate and does not effect any statutory requirements for consent or the giving of notices.

5. Certification and Adoption of the Works

- 5.1 When each of the Works have been completed in accordance with the provisions of this Agreement and the Programme as approved to the Council's reasonable satisfaction the Council shall issue the Provisional Certificate to that effect (such certificates to referred to as "the Provisional Certificate for the Commercial Highways Works", "Provisional Certificate for the Longford Square North Works" and the "Provisional Certificate for the Residential Highway Works").
- 5.2 The Owner shall at its expense, unless otherwise agreed in writing with the Council, maintain each of the Works for the period beginning on the date the first of the Provisional Certificates is issued and ending 12 months after the date the last of the Provisional Certificates is issued and during such period the Owner shall as soon as practicable reinstate and make good any defects or damage to the relevant Works which may have arisen or be discovered during such period to the reasonable satisfaction of the Council (and without prejudice to the foregoing ongoing requirement shall ensure that at the expiry of such period all such defects and

damage are remedied to the reasonable satisfaction of the Council).

- 5.3 Following the issue of each of the 3 Provisional Certificates referred to in paragraph 5.1 the Council will authorise the reduction of the Bond by 25% in respect of each such Provisional Certificate (the total reduction being 75% of the Bond Figure).
- 5.4 In respect of each of the Works at the expiration of a 12 months period following the issue of the last of the Provisional Certificates then **PROVIDED THAT:**
- (a) any necessary reinstatement or other works to each or all of the Works have been completed respectively to the Council's satisfaction;
 - (b) all monies due to be paid to the Council under this Agreement have been paid;
 - (c) the grant of any easements required to be made to the Council under this Agreement has been completed; and
 - (d) the Council has been provided with the Highway Adoption Drawings as described in and pursuant to paragraph 19.3.(g) of this Schedule, the "As Built" drawings described in and pursuant to paragraph 19.2 of this Schedule and the Health and Safety File relating to the Works in accordance with paragraph 20.2 of this Schedule,

the Council shall issue the Final Certificate to that effect.

- 5.5 Upon the issue of the Final Certificate such parts of the Works that are on public highway shall become maintainable at public expense with effect from that date and the Owner shall have no further liability in relation thereto and the Surety shall be released from the Bond .
- 5.6 FOR THE AVOIDANCE OF DOUBT it is agreed that in the event that the owner pays the contributions referred to in Clauses 4.12, 4.13 or 4.14 in the event of such monies being required by the Council in lieu of all or part of any element of the Works then the Owner's obligations in respect of those parts of the Works will fall away and the Council will authorise a reduction of the Bond to take proper account of the said contributions.

6. Delegation of the Owner's Obligations

- 6.1 It is agreed that the performance of the obligations on the part of the Owner to carry out the Works respectively on behalf of the Council may be delegated to a contractor or sub-contractors on the Council's list of approved contractors **PROVIDED THAT:**

- (a) The Owner shall remain liable respectively to the Council for the due performance and observance of this Agreement
- (b) The Contract by which the obligations contained in this Agreement are delegated shall incorporate the ICE 7th Edition Conditions of Contract and shall incorporate the Specification and the requirements of the Programme as approved and the Drawings and/or such other drawings as may be agreed between the Council to be contract drawings for the purposes of the Contract;
- (c) The Owner shall give the Council at least twenty working days to comment upon the documentation for the Contract and shall have regard to any reasonable representations made before letting the Contract; and
- (d) The Owner shall ensure that for the purposes of the Contract the amount of insurance cover against losses and claims for injuries or damage to persons or property arising out of or in consequence of the Works shall not be less than five million pounds (£5,000,000.00) in respect of any one incident.

7. Notices

Any notice or demand required by this Agreement to be given or made shall be in writing. The address for service upon the Owner shall be as set out on page 1 of this Agreement. The address for service upon the Council shall be as set out on page 1 of this Agreement.

8. Assignment

The Owner shall not without the written consent of the Council have the right to assign or transfer the benefit of this Agreement or any part of it.

9. Disputes

- 9.1 Any disputes or differences arising between the parties as to their respective rights, duties or obligations or as to any other matter or thing in any way arising out of or in connection with the subject matter of this Agreement shall be referred to the Independent Surveyor acting as an expert.
- 9.2 In connection with any matter referred to him the parties shall instruct the Independent Surveyor to consider written representations submitted to him within such time limits as he may fix.

- 9.3 The decision of the Independent Surveyor (including any decision as to the costs of his determination) shall be final and binding.
- 9.4 If, before issuing his decision, the Independent Surveyor becomes unable or unwilling to act then either party may request the President of the Royal Institution of Chartered Surveyors to appoint a substitute.
- 9.5 The parties shall supply such information to the Independent Surveyor relating to any matter in dispute as the other parties may reasonably require and the parties (as appropriate) shall allow the Independent Surveyor access to the Development and for the Works for the purpose of assessing the matter in dispute.

10. TERMS AND CONDITIONS FOR THE EXECUTION OF THE WORKS

- 10.1 Each of the Works shall be executed by the Owner in accordance with the Programme.
- 10.2 If the Owner shall wish to revise the Programme in relation to any of the Works it shall notify the Council as the case may be in writing of any revisions to the Programme at least 20 working days before implementing such revisions.
- 10.3 The Council shall use reasonable endeavours to approve or submit to the Owner their written comments in full upon those matters referred to in paragraph 10.2 of this Schedule within 20 working days of receipt.

11. Access

- 11.1 The Owner shall during the progress of the Works give or procure for the Council and any person or persons duly authorised by them unfettered access to every part of the Works and permit him or them to inspect the same as they proceed and all materials used or intended to be used therein and shall give effect to any reasonable and proper requirements made or reasonable and proper direction given by the Council to conform to the Drawings and/or the Programme and the Specification in so far as they affect the Works.
- 11.2 The Owner shall not cover up or put out of view any works relating to Works without the approval of the Council and shall afford full opportunity for each of them as appropriate to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon and shall give at least 2 working days notice to the Council respectively as the case may be whenever such works or foundations is or are ready or about to be ready for examination.

- 11.3 In relation to any Works the Council shall without unreasonable delay (unless they consider it unnecessary when they will within 2 working days of receipt of notice from the Owner advise the Owner accordingly) attend when required by the Owner upon at least 2 working days notice for the purpose of examining and measuring such works or of examining such foundations.

12. Testing of Materials

- 12.1 Before commencement and during the construction of the Works the Owner shall procure that the Contractor shall submit for approval to the Council may be a list of suppliers from whom it wishes to obtain the Materials for incorporation in the Works together (if the Council shall deem it reasonably necessary) with test certificates for such materials and shall procure that the Contractor shall at its own cost provide the Council with any samples of materials they may reasonably request for testing purposes.
- 12.2 The Council shall have power in their reasonable discretion to test or require the testing of materials plant or processes proposed to be used in any Works and to reject any materials plant or processes so tested which they may reasonably and properly find to be not in accordance with the Specification and the Drawings relating to any Works PROVIDED HOWEVER THAT approval by any of the Works respectively in relation to any of the Materials shall upon the written request of the Owner or its agent be given in writing (such approval not to be unreasonably withheld or delayed) and once given shall (without prejudice to the provisions of paragraph 12 in this Schedule) be taken to be given in discharge or approval of any conditions in or requirements of the Planning Permissions relating to the relevant Materials or the use of the relevant Materials.
- 12.3 The Owner shall as soon as is reasonably practicable replace or repair any materials plant or process which have been found not in accordance with the Specification and the Drawings with such as are so in accordance.
- 12.4 The Council shall for the purposes of this Schedule be allowed reasonable access and admission to the Works or the places where materials or plant for the Works may be stored or in the course of preparation manufacture or use.
- 12.5 The Owner shall as soon as is reasonably practicable remove any such materials or plant as are rejected by the Council pursuant to paragraph 12.2 of this Schedule which are not capable of repair or remedy from the site of the Works and if the Owner shall wish to continue to store such rejected irreparable materials plant and workmanship on the site of the Works they shall be stored separately from those materials plant and workmanship which have not been so rejected or which the Owner shall wish in future to use in execution of the Works.

13. Opening Up of the Works

- 13.1 During the construction of the Works and prior to the issue of the Final Certificate the Council may issue instructions to the Owner to open up or expose any part of the Works which have been covered up without previously being inspected by the Council and the Council will use all reasonable endeavours to confirm in writing any oral instruction as soon as possible after the oral instruction has been given.
- 13.2 Should the Owner fail to comply with any such instructions the Council may so take up or expose then Works causing as little damage or inconvenience as is possible to or in respect of any other part or parts of the Works the reasonable and proper cost of such taking up or exposure and reinstatement to be met by the Owner.
- 13.3 If inspection reveals that the relevant part or parts of the Works has or have not been completed in accordance with the Drawings and the Specification all reasonable and proper costs in respect of such uncovering and inspection and of reinstating the part or parts of the Works uncovered shall be borne by the Owner.

14. Statutory Undertakers

- 14.1 Prior to the commencement of the Works the Owner shall give notice to Statutory Undertakers of the proposal to carry out the Works as if they were works for road purposes or major highway works as defined in Section 86 of the 1991 Act and at the same time deliver a copy of such notice to the Council.
- 14.2 The Owner shall at no cost to the Council carry out or procure the carrying out of any works or measures as are required by Statutory Undertakers in consequence of the proposal to carry out the Works to the plant and equipment of Statutory Undertakers on the site of the Works including payment of the costs of any diversions or new installations necessary for their completion and the Works referred to in Schedule One shall be deemed not to have been completed until the cost of any such diversions or new installations has been paid by the Owner **PROVIDED THAT** in the event that any requirement made by any Statutory Undertaker shall be unreasonable the Council shall at the reasonable request of the Owner join with the Owner in resisting such requirement.
- 14.3 The Owner shall cause all highway or other drains or sewers all existing utilities and statutory undertakers apparatus including but not limited to gas and water mains pipes electric cables (if any) or telephone cables (if any) which are to be laid by the Owner under the Works together with all necessary connections from them to the boundary of the Works to be laid in so far as is practicable under the Works before the foundations of the Works are laid and shall also in

so far as is practicable cause the connections from electric cables to any street lamps to be laid before the paving of any footways comprised in the Works is carried out.

15. Prevention of mud being carried on the public highway

Provision shall be made at no cost to the Council at the site of the Works and on the adjoining public highway to take all reasonable practicable steps to prevent the deposit of mud dust and other materials on public highways by vehicles and plant leaving the site of the Works and in accordance with the Code of Construction Practice.

16. Traffic control

During the period when any Works are being executed the Owner shall institute at its own cost reasonable measures approved before their implementation by the Council to maintain the flow and safety of traffic and pedestrians on the highways in the vicinity of the site of the Works and shall use reasonable endeavours to ensure that contractors site traffic in respect of the Works and the Development shall adhere to such route or routes when approaching or departing from the site of the Works as may from time to time be agreed with the Council.

17. Road safety

During the period over which the Works are being executed the Owner shall comply with the provisions of Chapter Eight of the Department of Transport's Traffic Signs Manual 1991 (published by HMSO) and any amendment thereto for lighting and signing the Works and any further reasonable requirements of the highway authority.

18. Remedial works

18.1 If the Works or any part or parts of them (including without prejudice to the generality of this obligation any requirement to make good defects) are not executed or completed in accordance with the terms of this Agreement the Council may execute or complete the relevant part or parts of the Works in accordance with the provisions of this Agreement by its own employees or by contractors and recover all of its reasonable and proper costs from the Owner.

18.2 Before starting any works under paragraph 18.1 of this Schedule the Council shall first give the Owner 15 working days' written notice (or in the event of there being a significant danger to users of the highway such lesser period as may in the circumstances be reasonable) of its intention to do so.

18.3 Any notice served pursuant to paragraph 18.2 of this Schedule shall specify the Works which have not been executed or completed in accordance with the terms of this Agreement and the period of the notice ("the Notice Period") given.

18.4 If before the expiry of the Notice Period the Owner shall serve written notice upon the Council as the case may be that the Owner intends forthwith to execute and/or to complete the part of the Works specified in the notice served by under paragraph 18.2 of this Schedule in accordance with the terms of this Agreement the party who served the notice shall not be entitled to execute or to complete such part of the Works unless the Owner then fails to execute and/or complete them.

19. **Final Site clearance**

19.1 On completion of the Works the Owner shall clear away and remove from the site of the Works all construction plant surplus material rubbish and temporary works of every kind and leave the site of the Works in a workmanlike condition.

19.2 "As built" Drawings

Within 1 month of the issue of each of the Provisional Certificates the Owner shall provide the Council with three sets of drawings showing to a scale of 1:500 (or such other scale as the Council shall reasonably require) the Works "as built".

19.3 The "As built" drawings must include:

- (a) all departures from the drawings approved under the Programme as approved ;
- (b) the position of all Statutory Undertakers plant and equipment;
- (c) any additional levels boreholes retards or other information which the Council reasonably consider to be useful for the purposes of the public record;
- (d) separate titled drawings outlining or identifying;
- (e) the location direction of flow and construction materials of all new and existing drainage ditches and the location of outfalls or soakaways;
- (f) all street lighting illuminated signs and cables;
- (g) the highway boundary by means of red edging including those areas to be adopted as public highway ("Highway Adoption Drawings");
- (h) signs and road markings on highway and location and details of sign faces;
- (i) all completed finishes on the highway that is (but without limitation) high friction surfacing, wearing course, tactile paving, carriageway, footway finishes and kerb

types.

20. CDM Regulations

20.1 Within 12 months of the issue of the Provisional Certificate for any of the Works the Owner shall supply to the Council in relation to any Works the Health and Safety File relating to the Works pursuant to the Construction (Design and Management) Regulations 1994 together with one copy (or two copies if the Works include structures or bridges) of the said File.

20.2 The Health and Safety File shall:

- (a) include a report summarising the construction phase of the Works;
- (b) identify any significant problems encountered during the construction phase of the Works and describe how those problems were overcome;
- (c) include details of the design options for the Works selected by the Owner (including the Owner's Contractor) any significant design changes and the reasons for the changes;
- (d) include a section describing all materials used in the Works their source of supply and their level of performance together with the name and address of the manufacturer and shall describe any problems encountered;
- (e) include a report summarising details of the handover walk through with the officers nominated by the Council to undertake that function (amongst others) together with the date of that activity, the names of the attendees, a summary of the issues raised and consequential actions; and
- (f) include the "As built" drawings referred to in paragraph 19.2 of this Schedule.

ANNEX A

(DRAFT BOND)

BY THIS BOND WE [] BANK PLC of [] London [] (the "Surety") are held and formally bound respectively to:-

(f) ;

(g) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Camden Town Hall, Argyle Street, London, WC1H 8EQ ("Camden") for payment of the sum of [] ("the Camden Bond Figure"); and

Executed as a Deed this day of 2006

WHEREAS by an Agreement ('the Agreement') dated the day of [] 2006 and made between (1), Camden (2) (3), ("the Owner") (4) agreed with Camden respectively to carry out the Works as set out and defined in the Agreement.

NOW THE CONDITIONS of the above written Bond are that:

- 1.1 Subject always to the provisions of sub-clauses 1.2 and 1.3 below if the Owner performs fulfils and complies with each and every clause, term, condition and stipulation in the Agreement then the above Bond or obligation shall upon such fulfilment or compliance be void, but otherwise will remain in full force and effect.
- 1.2 As provided in paragraph 5.1 of the First Schedule to the Agreement each of the Owner and the Surety shall forthwith and without the need for any further evidence in writing or otherwise upon the issue of the each of the 3 Provisional Certificates (as defined in the Agreement) respectively relating to a particular Works shall be released by Camden from their obligations under this Bond to the extent of twenty five percent (25 %) of the Camden Bond Figure in respect of each such Provisional Certificate .
- 1.3 As provided in paragraph 5.4 of the First Schedule to the Agreement each of the Owner and the Surety shall forthwith and without the need for any further evidence in writing or otherwise upon the issue of the Final Certificate in respect of the totality of the Works (as defined in the Agreement) respectively relating to the parts of the Works which fall within their respective jurisdictions be released by Camden from all their obligations under this Bond.
- 1.4 If there is any failure by the Owner to complete the Works as defined in the Agreement within the agreed time period and in accordance with the Programme as approved and all other requirements of the Agreement Camden may serve notice in writing ("the First Notice") on both the Owner and the Surety notifying them of such failure by the Owner and if the Owner shall not have remedied any such failure to the reasonable satisfaction of Camden as the case may be within 14 days of the date of the First Notice then Camden may serve notice to that effect on the Surety whereupon the Surety will pay Camden as the case may be a sum of money on demand in each case up to but not exceeding the maximum of the Camden Bond Figure respectively and on the basis in each case that Camden will certify the sum of money demanded as being necessary in order to complete the part of the Works or remedy any defects or any default of the Owner in the performing of its respective obligations to Camden including the reasonable and proper costs respectively of Camden's administrative expenses.
- 1.5 As provided in paragraph 5.6 of the First Schedule each of the Owner and the Surety shall forthwith and without the need for any further evidence in writing or otherwise upon the payment of the contributions referred to in Clauses 4.12, 4.13 and 4.14 in the event of

payment of such being required by the Council be released by Camden from their obligations under this bond to the extent of the amount of contribution that is paid and the Camden Bond Figure shall be reduced accordingly.

- 1.6 Upon the Owner (other than for the purposes of consolidation or amalgamation) having a winding up order made against it or upon a resolution being passed for the winding up of the developer (other than for the purposes of consolidation or amalgamation) the Surety will pay Camden as the case may be a sum of money on demand in each case up to but not exceeding the maximum of the Camden Bond Figure respectively and on the basis in each case that Camden will certify the sum of money demanded as being necessary in order to complete the part of the Works or remedy any defects or any default of the Owner in the performing of its respective obligations to Camden including the reasonable and proper costs respectively of Camden's administrative expenses.
- 1.7 Camden will apply any sums respectively received by them solely towards the cost of completion of the Works together with the reasonable and proper administrative expenses incurred respectively by Camden in preparing an alternative or alternative contracts for completion of the Works and of supervising the execution of the same.
- 1.8 The total liability of the Surety to Camden under this Bond will be limited respectively to the Camden Bond Figure .
- 1.9 This Bond is governed by the law of England and Wales and the parties agree to in case of dispute not capable of being resolved by them to submit to arbitration in the jurisdiction of an English Court.

EXECUTED AS A DEED BY)
BANK PLC)
Under the hand of)
)
being duly authorised)

THE SECOND SCHEDULE

THE COMMERCIAL TRAVEL PLAN

PART I: Components of the Travel Plan

The Travel Plan will be a basis for promoting sustainable travel to and from the First Property.

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 "A travel plan resource pack" which is available from ETSU on 0800 585794 or see the DTLR's travel plan website: www.transportenergy.org.uk)

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

In drawing up to the Travel Plan ("the Plan") the Owner shall ensure that provisions relating to the following matters are contained within the Plan with particular emphasis on those contained within Section A:-

SECTION A:-

1. Public Transport and walking

- a. Review the public transport needs of staff and patients and consider potential park and ride type services or shuttle-type services for staff and or patients, or suggest further enhancements to the scheduled London Bus network
- b. Provide in-house public interest information (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 staff provision of interest-free annual season ticket/travelcard loans for travel on buses, the underground, trains and trams
- d. Encourage walking through the provision of information on the best pedestrian routes to and from the First Property for staff 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 First Property

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. Staff Parking and travel

A review of staff travel should have the principal aim of reducing non-essential single occupant driver trips to the site. This should include:

- a. a review and/ or development of criteria to reduce car allowances and include measures to limit the use of staff car parking and permits in and around the Property.
- b. a review of 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

Consideration must be given to the following workplace cycling measures –

- a. secure and well-lit workplace cycle parking
- 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 First Property

8. Facilities for Goods Movement and Servicing

It is expected that deliveries for the additional floorspace will occur as existing, however, the Plan must seek to:

- a. identify any specific additional servicing required of the existing traffic and transport constraints of the Property.
- b. Consideration must also be given to the use of alternatively-fuelled vehicles for servicing and deliveries (such as electric and LPG vehicles and cycles) – organisations can apply to the Energy Saving Trust (www.est.org.uk) for greener-fuelled vehicle grants

9. Disabled Parking

a disabled parking management plan must be included to ensure the designation of specific disabled parking spaces and the display of clear signage to them

SECTION B:-

Review, management, promotion.

1. annual review and monitoring of the Property's accessibility in Green Transport terms in accordance with the principles set out in Part II of this Schedule.
2. regular promotion of measures to facilitate the Property's accessibility in Green Transport terms including through text being incorporated into all brochures/menus/programmes relating to the Property and into publicity material as appropriate and by making copies of the Plan available to staff and members at the Property.
3. ongoing senior management commitment and consultation with staff and occupants of the Property
4. a designated staff travel co-ordinator within the Property to be responsible for implementing the Plan
5. a communications strategy within the Development about the benefits of the Plan

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 are carried out on an ongoing basis and at least every 2 years. 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 employees

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

3. User/ Employee Consultation and Travel Surveys

This stage will be based around consultation. It will be extremely important to secure the support of employees and users if the Plan is to succeed. This stage will include employee 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 employers business. The Owner will consult with the Council and providers of public transport 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 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.

PART I: Components of the Travel Plan

The Travel Plan will be a basis for promoting sustainable travel to and from the Property.

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 "A travel plan resource pack" which is available from ETSU on 0800 585794 or see the DTLR's travel plan website: www.transportenergy.org.uk)

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

In drawing up to the Travel Plan ("the Plan) the Owner shall ensure that provisions relating to the following matters are contained within the Plan with particular emphasis on those contained within Section A:-

SECTION A:-

1. Public Transport and walking

- b. Review the public transport needs of occupiers of the Property 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 interest information (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 occupier provision of interest-free annual season ticket / travelcard loans for travel on buses, the underground, trains and trams
- e. 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 this

Property and the proposed additional 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 travel should have the principal aim of reducing non-essential single occupant driver trips to the site. This should include:

- e. 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.
- f. a review of parking charges
- g. consideration and/or review of pool vehicles for work related trips including more environmentally friendly vehicles and alternative forms of transport for some trips.
- h. 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

Consideration must be given to the following workplace cycling measures –

- i. secure and well-lit workplace cycle parking
- j. changing and showering facilities
- k. cycle allowance for work-related journeys
- l. cycle and equipment loans and insurance
- m. cycle repair facilities
- n. cycle pool for work-related journeys
- o. a Bicycle Users Group (BUG) to progress cyclists issues on site
- p. work with the Council to improve cycle routes to/from the Property

8. Disabled Parking

a disabled parking management plan must be included to ensure the designation of specific disabled parking spaces and the display of clear signage to them

SECTION B:-

Review, management, promotion.

1. annual review and monitoring of the Property's accessibility in Green Transport terms in accordance with the principles set out in Part II of this Schedule.
2. regular promotion of measures to facilitate the Property's accessibility in Green Transport terms including through text being incorporated into all brochures/menus/programmes relating to the Property and into publicity material as appropriate and by making copies of the Plan available to occupiers of the Property.
3. ongoing commitment and consultation with staff and occupants of the Property
4. a designated travel co-ordinator within the Property to be responsible for implementing the Plan
5. a communications strategy within the Development about the benefits of the Plan

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 are carried out on an ongoing basis and at least every 2 years. 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 public transport usage and reducing the reliance on the private car.

3. **User/ Occupier Consultation and Travel Surveys**

This stage will be based around consultation. It will be extremely important to secure the support of occupiers and users 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. The Owner will consult with the Council and providers of public transport 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 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.

THE THIRD SCHEDULE

THE LETTING CRITERIA

1. **Eligibility to join Waiting List**

In Order to join the Crown Estate's "waiting pool", applicants must be one of the following:

- A key worker whose employer has nomination rights (see list attached)
- A Crown Estate tenant whose transfer request has been accepted
- Accepted under the HOMES nomination scheme

2. **Choice Based Lettings Criteria**

1. *Employment:* Key worker applicants must be employed by and nominated by the

organisation they work for.

2. *Housing Need:* The applicant must have an urgent housing need. Applicants will not be accepted if they have a permanent tenancy with a social landlord such as a local authority or housing association.
3. *Owner Occupiers:* Applicant must not own property elsewhere. An exception to this might be where a couple separates, and one partner must leave the marital home but it is to remain in joint ownership, for instance for the sake of children.
4. *Income:* Applicants must be able to afford the rent levels, however, currently, the Crown will not consider single applicants with a gross income above £40,000 pa. For couples the higher of the two salaries cannot exceed the gross income limit of £40,000 pa/ (Limited exceptions may be made if an applicant has a large number of children to support).
5. *Shares:* Shares are not usually considered, only partners or dependant family members.
6. *Residency:* Applicants, and all those include in the applicant, should have indefinite leave to stay in the United Kingdom.
7. *Relationship breakdown:* When allocating the size of flat, the Crown is only able to take into account children in the permanent custody of the applicant.

Since May 2003, the Crown operates a system of "Property Choice" replacing the traditional waiting and transfer list systems which is intended to ensure more efficient and satisfactory allocation for tenants who are no longer offered a single property. Once registered, potential tenants are sent a list of properties becoming available within their household size category ie 1 bed/2bed etc. A deadline will be set in which tenants can express their interest. If more than one expresses interest, the tenant who has been registered for the longest period will be selected.

There are currently approximately 230 people on the waiting list and from April 2005, there have been 27 successful placements.

3. Tenure

Since 2004, all lettings have been granted on an Assured Shorthold Tenancy basis for a 12 month period. This not only assists the Crown in dealing with difficult tenants but also allows the Crown to reassess a tenant's eligibility if individual circumstance have changed.

4. Discounted Rents

The Crown set ceiling rents on all of their affordable properties based on between 40% and 60 % of market rent depending on the location of the properties. Where market values are lower than their other Estates such as Pimlico, the ceiling rent is set at 58% of market rent. (The market rents being defined by the Rent Officer Service, a Government owned independent body.)

and the Owner [NOTE: AMENDMENT HERE TO
BETWEEN CAMDEN AND BLP ON
BEHALF OF THE OWNER AND THE
COUNCIL] at Bamber 6/6/62

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 OFFICIAL SEAL OF THE
CROWN ESTATE COMMISSIONERS
was hereto affixed
was authenticated by:


Liam Padraic Colgan

Authorised by the Crown Estate Commissioners

EXECUTED AS A DEED BY
B.C.L.T. (16699) LIMITED
in the presence of:-


Director


Director/Secretary

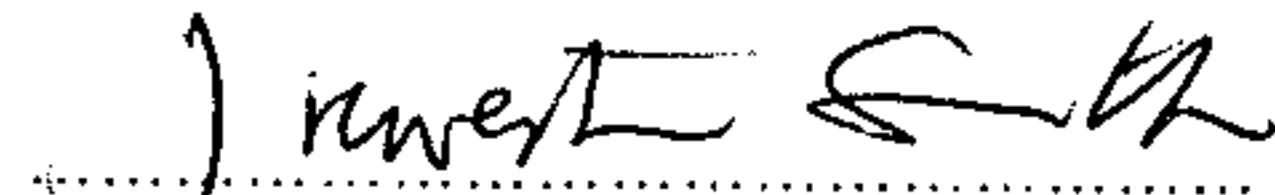
EXECUTED AS A DEED BY
B.C.L.T. (16700) LIMITED
in the presence of:-

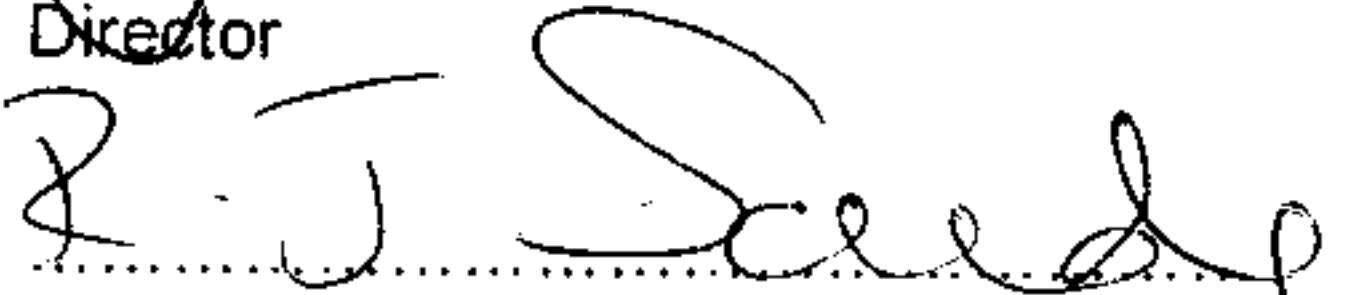

Director


Director/Secretary

EXECUTED AS A DEED BY
B.C.L.T. (31700) LIMITED
in the presence of:-

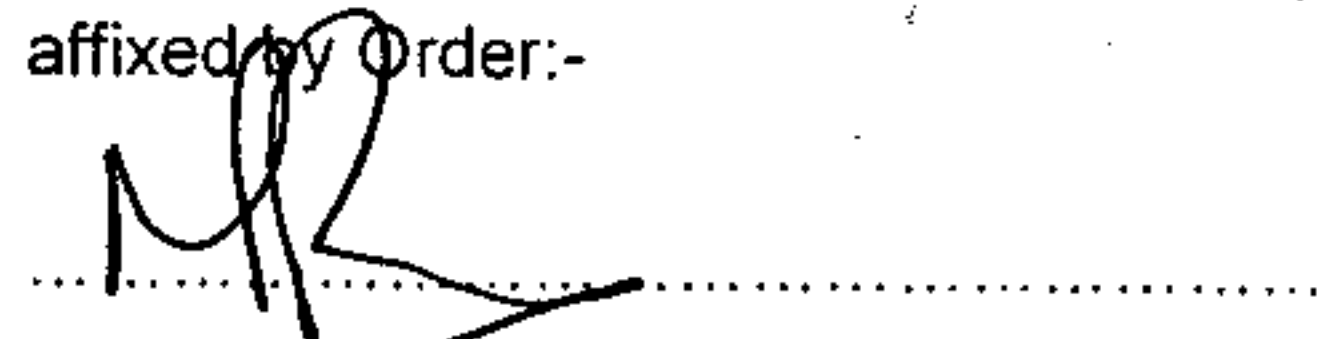
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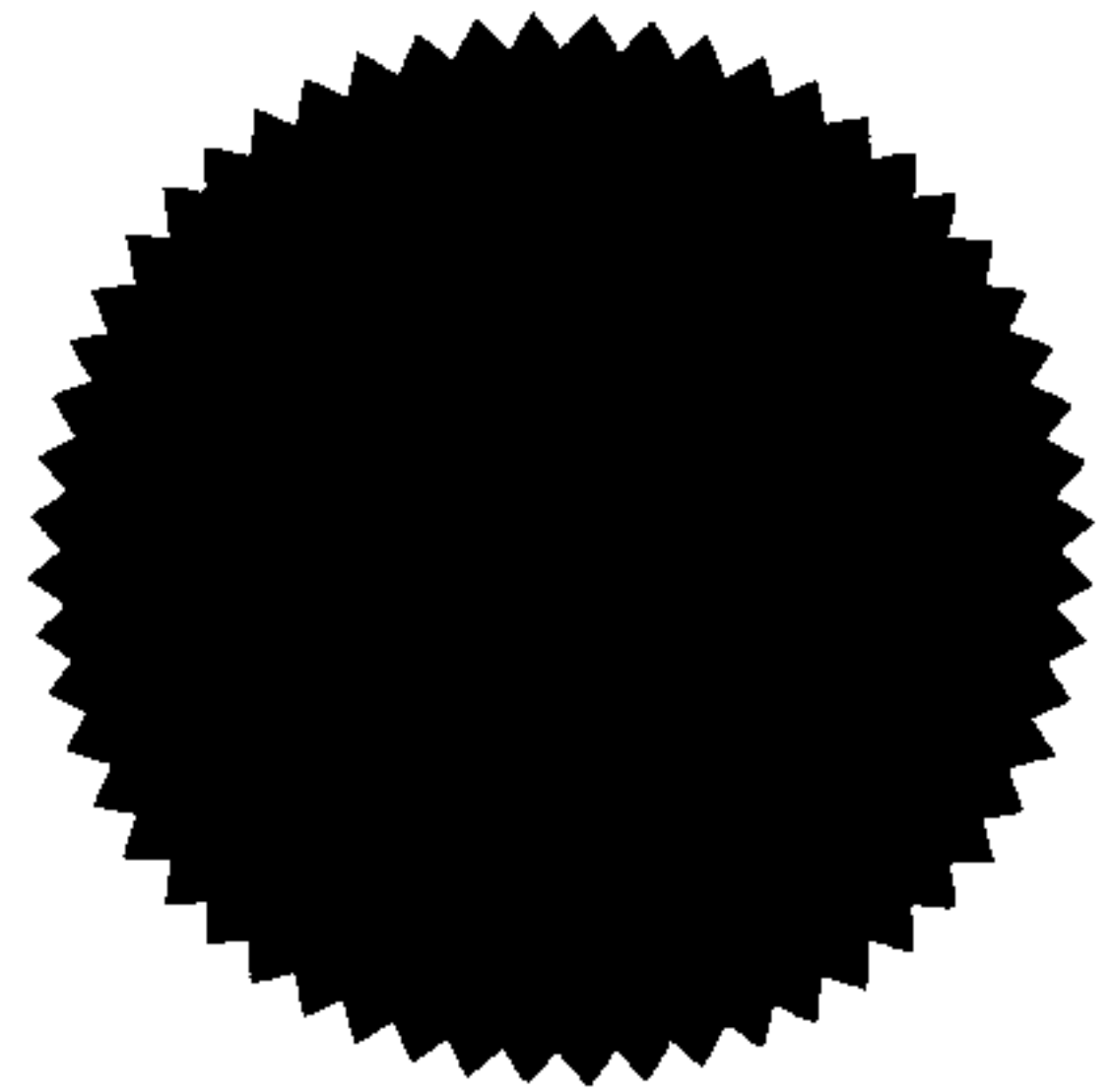

.....
Director


.....
Director/Secretary

THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF CAMDEN was hereunto
affixed by Order:-

)
)
)
)


.....
Authorised Signatory



DP9
Cassini House
57-59 St James's St
London SW1A 1LD

Application Ref: 2004/1700/P

23 May 2006

Dear Sir/Madam

DRAFT
FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION
Town and Country Planning Acts 1990 (as amended)

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

Site comprising 360-376 Euston Road 1-56 Osnaburgh Street & 23-43 Longford St (including Jellicoe House Marlborough House Regency House Follett House Strode House Goodyear House & rear of 28-30 Osnaburgh St) London NW1 3BL

Proposal:

DECISION
Demolition of existing buildings and erection of a part 8, part 9, part 20 storey residential building comprising 60 private residential units and 91 affordable units. And 9 and 10 storey buildings (plus roof-top plant) comprising 49,500 sqm of office (Class B1) floorspace with 982 sqm of retail/professional services/food & drink/community non-residential institution (Class A1/A2/A3/D1) uses at ground floor level all plus basement and sub-basement levels, ground floor theatre / community facility (Class D1), associated access points including in/out roadway, parking, servicing, open areas and landscaping.

APPLICATION ACCOMPANIED BY AN ENVIRONMENTAL STATEMENT (The proposals have been revised compared to those previously consulted on. The revisions include alterations to the design of the buildings fronting Osnaburgh Street, reduction in office floorspace, changes to residential mix, and inclusion of public realm improvements and a theatre / community facility. The drawings, Environmental Statement and associated information can be viewed on the Council's website as well as at the One Stop Reception at the Council's Offices detailed above. Copies of the Statement can be made subject to appropriate charges being paid).

Drawing Nos: RP/PA/01/101F; 03/101F; 03/102F; 03/103F; 03/104F; 05/98F; 05/99F; 05/100F; 05/101F; 05/102F; 05/103F; 05/104F; 05/105F; 05/106F; 05/107F; 05/108F; 05/109F; 05/110F; 05/111F; 05/112F; 05/113F; 05/121F; 05/122F; 05/123F; 05/126F

05/127F; 05/128F; 05/129F; 05/141F; 05/142F; 05/143F; 05/144F; 05/145F; 05/151F; 05/152F; 05/153F; 05/154F; 05/155F; 05/160F; 05/161F; 05/162F; 05/163F; 05/164F; 05/167F; 06/21F; 06/23F; 06/24F; C158/101C; C158/102C, C158/106A

Revised Planning Statement; Revised Access Statement; Revised Sustainability Report; Revised Environmental Statement parts 1, 2, 3, and non-technical summary; Revised Design Statement; Revised Transport Impact Assessment; Revised Landscape Design Report.

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

DRAFT

Condition(s) and Reason(s):

- 1 The development hereby permitted must be begun not later than the end of five years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 The details including samples of the facing materials to be used on building A, including glass curtain wall, Limestone clad frame, Limestone and glass vertical fins, glass balustrade, insulated opaque fritted glass panels, opaque plant screen and fairfaced concrete columns shall not be otherwise than as shall have been submitted to and approved by the Council before any work is commenced on building A.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies EN1 and EN13 of the London Borough of Camden Unitary Development Plan (UDP) 2000 and policies B1 and B2 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 3 The details of the canopy at the entrance to building A shall be submitted to the Local Planning Authority for approval prior to commencement of building A, and shall thereafter be implemented in accordance with the approval and retained

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies EN1 and EN13 of the London Borough of Camden Unitary Development Plan (UDP) 2000 and policies B1 and B2 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 4 The details including samples of the facing materials to be used on building B,

including glass curtain wall, red Sandstone frame, polyester powder coated aluminium cladding, semi opaque fritted glass panels, glass balustrade, semi opaque plant screen, castellations and red Sandstone columns shall not be otherwise than as shall have been submitted to and approved by the Council before any work is commenced on building B.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies EN1 and EN13 of the London Borough of Camden Unitary Development Plan (UDP) 2000 and policies B1 and B2 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 5 The details including samples of the facing materials to be used on building C, including rolled zinc metal cladding, glass balcony and handrail, white glazed terracotta tiles to rear elevation, glazed light green tiles to front elevation, natural dark timber glazing system and doors, and dark grey glass spandrel panels shall not be otherwise than as shall have been submitted to and approved by the Council before any work is commenced on building C.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies EN1 and EN13 of the London Borough of Camden Unitary Development Plan (UDP) 2000 and policies B1 and B2 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 6 The details including samples of the facing materials to be used on the twenty storey residential tower building, including glass balcony, glazed tiles and metal / glass cladding shall not be otherwise than as shall have been submitted to and approved by the Council before any work is commenced on the twenty storey residential tower block.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies EN1 and EN13 of the London Borough of Camden Unitary Development Plan (UDP) 2000 and policies B1 and B2 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 7 No development shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the Council and approved works shall be carried out in accordance with conditions 8, 9, 10 and 11 and thereafter retained.

Reason: To enable the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policies EN15 if landscape details and EN61 of the London Borough of Camden Unitary Development Plan 2000 and policies B1, B2 and N4 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 8 All hard landscaping works in connection with the residential part of the development agreed under condition 7 above shall be carried out to a reasonable standard in accordance with the details to be submitted to the Council prior to its occupation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a satisfactory standard of visual amenity in the scheme in accordance with the requirements of policies EN15 of the London Borough of Camden Unitary Development Plan 2000 and policies B1, B2 and N4 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 9 All hard landscaping works in connection with the office parts of the development agreed under condition 7 above shall be carried out to a reasonable standard in accordance with the details to be submitted to the Council prior to its occupation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a satisfactory standard of visual amenity in the scheme in accordance with the requirements of policies EN15 of the London Borough of Camden Unitary Development Plan 2000 and policies B1, B2 and N4 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 10 All soft landscaping works in connection with the residential part of the development shall be carried out to a reasonable standard in accordance with the approved landscape details by not later than the end of the first planting season following completion of the residential parts of the development. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season with others of similar size and species, unless the Council gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a satisfactory standard of visual amenity in the scheme in accordance with the requirements of policies EN15 of the London Borough of Camden Unitary Development Plan 2000 and policies B1, B2 and N4 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 11 All soft landscaping works in connection with the office parts of the development shall be carried out to a reasonable standard in accordance with the approved landscape details by not later than the end of the first planting season following completion of the office part of the development. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the Council gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period

and to maintain a satisfactory standard of visual amenity in the scheme in accordance with the requirements of policies EN15 of the London Borough of Camden Unitary Development Plan 2000 and policies B1, B2 and N4 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 12 Before the use commences, details of the method of storage and waste removal (including recycled materials) shall be submitted to and approved by the Council and the approved method shall thereafter be provided and maintained.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies RE2, EN5, EN6, SH18 and DS6 of the London Borough of Camden Unitary Development Plan 2000 and policies SD1, SD6, SD7, SD9 and R3 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 13 No development shall take place until a) The applicant has submitted a programme of ground investigation for the presence of soil and groundwater contamination and landfill gas for approval by the Council; and b) The investigation has been carried out in accordance with the approved details and the results and remediation measures (if necessary) have been submitted to and approved by the Council. All approved remediation measures shall be implemented strictly in accordance with the approved details.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with policy EN10 of the London Borough of Camden Unitary Development Plan 2000 and policy SD10 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 14 Before the development is occupied the basement vehicle ramps and service bays within the site shall be clearly marked out in thermoplastic paint stating "No Parking". Thereafter, at no time shall parking be permitted in these areas and in particular no goods, vehicles, plant equipment or other obstruction shall be left in this area and the markings shall be permanently maintained and retained unless prior written consent is given by the Council.

Reason: In order to satisfactorily provide for the turning of vehicles within the site and in the interests of highways and pedestrian safety in accordance with policy TR23 and DS9 of the London Borough of Camden Unitary Development Plan 2000 and policy T16 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 15 No development shall take place until the applicant has secured the implementation of a programme of archaeological investigation, which has been submitted by the applicant and approved by the Council. The development shall only take place in accordance with the detailed scheme pursuant to this condition. The archaeological works shall be carried out by a suitably qualified investigating body acceptable to the

Council.

Reason: Important archaeological remains may exist on this site. Accordingly the Council wishes to secure the provision of archaeological investigation and the subsequent recording of the remains prior to development in accordance with the requirements of policies EN41 and EN42 of the London Borough of Camden Unitary Development Plan 2000 and policy B8 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 16 The commercial developments shall not be occupied until the whole of the commercial car parking provision shown on the approved drawings is provided. Thereafter the whole of the commercial car parking provision shall be retained and used for no purpose other than for the parking of vehicles of the commercial occupiers and users of the development.

Reason: To ensure that the use of the premises does not add to parking pressures in surrounding streets which would be contrary to policies RE2 and TR17 of the London Borough of Camden Unitary Development Plan 2000 and policy T7 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 17 The residential development shall not be occupied until the whole of the residential car parking provision shown on the approved drawings is provided. Thereafter the whole of the residential car parking provision shall be retained and used for no purpose other than for the parking of vehicles of the allocated residential (private and social) occupiers and users of the development.

Reason: To ensure that the use of the premises does not add to parking pressures in surrounding streets which would be contrary to policies RE2 and TR17 of the London Borough of Camden Unitary Development Plan 2000 and policy T7 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 18 The residential element of the development shall not be commenced until a plan has been submitted to and approved in writing by the Local Planning Authority showing basement provision for 75 cycles within residential basement car park. The approved cycle parking provision shall be provided prior to occupation of the residential buildings and retained thereafter and used for no other purpose.

Reason: In order to provide satisfactory provision for cyclists in the development, in accordance with policies TR22, DS7 and DS8 of the London Borough of Camden Unitary Development Plan 2000, and policy T3 of the of Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 19 The residential development shall not be commenced until a plan has been submitted showing the provision of 3-disabled car parking spaces within the basement residential car parking area. The spaces shall be in close proximity to the vertical circulation core of the building. The disabled parking spaces shall thereafter

be provided, marked out clearly and used only for that purpose.

Reason: To ensure that the residential units are capable of use and that the scheme is accessible for all, in accordance with policies RE3, TR17 and DS8 of the London Borough of Camden Unitary Development Plan 2000, and policy T3 of the of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 20 The office development shall not be commenced until a plan has been submitted showing the provision of 7-disabled car parking spaces within the basement car parking area. The spaces shall be in close proximity to the vertical circulation core of the building. The disabled parking spaces shall thereafter be provided, marked out clearly and used only for that purpose.

Reason: To ensure that the residential units are capable of use and that the scheme is accessible for all, in accordance with policies RE3, TR17 and DS8 of the London Borough of Camden Unitary Development Plan 2000, and policy T3 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 21 Sustainable drainage measures in line with Appendix E of PPG25 shall be carried out to restrict the discharge to the greenfield rate in accordance with details, which shall have been submitted to and approved by the Local Planning Authority before the development commences, unless otherwise approved in writing by the Local Planning Authority.

Reason: To minimise risk of flooding and improve water quality in accordance with policies RE2, EN1 and EN19 of the London Borough of Camden Unitary Development Plan 2000, and policy SD1 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 22 The construction of the site drainage system shall be carried out in accordance with the details submitted to and approved in writing by the Local Planning Authority before the development commences.

Reason: To prevent pollution of the water environment, which would be contrary to policies RE2, EN1 and EN19 of the London Borough of Camden Unitary Development Plan 2000 and policy SD1 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 23 Notwithstanding what is shown on the plans hereby approved, details of rooftop plant above buildings A and B shall be submitted to the Local Planning Authority for approval in writing, illustrating how they will be screened from views by semi opaque screening. The approved screening shall thereafter be provided prior to the occupation of the building on which it is located, and retained thereafter.

Reason: To safeguard the visual amenity of the proposed building and the area generally, in accordance with policies EN1 and EN13 of the London Borough of

Camden Unitary Development Plan adopted 2000, and policies S1, S2 and B1 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 24 No plant, ventilation, air conditioning, extraction or other such equipment shall be provided other than where specified on the approved plans without the prior written consent of the Local Planning Authority

Reason: To safeguard the visual amenity of the proposed and the area generally, in accordance with policies EN1 and EN13 of the London Borough of Camden Unitary Development Plan adopted 2000, and policies S1, S2 and B1 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 25 Noise levels at a point 1 metre external to sensitive facades shall be at least 5db(A) less than the existing background measurement (LA90) expressed in dB(A) when all plant / equipment are in operation. Where it is anticipated that any plant / equipment will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum and / or if there are distinct impulses (bangs, clicks, clatters, thumps) special attention should be given to reducing the noise levels from that piece of plant / equipment at any sensitive facade to at least 10dB(A) below the LA90 expressed in dB(A).

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies RE2 (Residential amenity), EN6 (Disturbance from plant and machinery), DS6 (Noise standards) of the London Borough of Camden Unitary Development Plan 2000 and policies SD1, SD6 and SD7 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 26 The community arts space shown in Building B shall be used only as a community arts theatre and for no other purpose within use class D1 without the prior written consent of the Local Planning Authority.

Reason: To retain active community theatre space within development in accordance with policy SC1 of the London Borough of Camden Unitary Development Plan 2000 and policies C1, C2, C3 and C4 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 27 The commercial parts of building B shall not be occupied until the community arts space has been completed, fitted out and is available for occupation.

Reason: To retain active community space within development in accordance with policy SC1 of the London Borough of Camden Unitary Development Plan 2000 and policies C1, C2, C3 and C4 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 28 Surveys shall be carried out immediately prior to construction and on completion of

each part of the development to assess the impact of that part of the development on terrestrial television reception. The surveys including any necessary mitigation measures to ensure satisfactory terrestrial television reception for nearby residents shall be submitted to the Local Planning Authority for approval in writing, prior to first occupation of that part of the development, and thereafter implemented within 2 months and maintained.

Reason: In order to safeguard the amenity of adjoining occupiers in accordance with the requirements of policies RE2 of the London Borough of Camden Unitary Development Plan 2000 and policy SD6 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 29 No persons/customers shall be on the premises in connection with the ground floor A1/A2/A3/A4/A5/D1 units between 00.30 hours and 07.00 hours the following day without the prior written consent of the Local Planning Authority, and no sound emanating from these premises shall be audible within any adjoining premises between these hours.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies RE2 and SH18 of the London Borough of Camden Unitary Development Plan 2000 and policies SD6, R1B, R2 and R3 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 30 If no contract is let for the construction and completion of both office buildings within 6 months of completion of the residential buildings, a scheme for the treatment of the land, including temporary pedestrian routes across the land shall be submitted within 1 month to the Local Planning Authority for approval and shall be carried out and completed as approved within 3 months thereafter unless otherwise agreed in writing by the Local Planning Authority.

Reason: To safeguard the appearance of the neighbouring conservation area and the setting of neighbouring listed buildings and to ensure the provision of north-south and east-west pedestrian accesses through the site in accordance with policies EN1, EN4, EN13, EN14, EN15, EN37 and EN38 of the London Borough of Camden Unitary Development Plan adopted 2000 and policies S1, S2, B1, B6 and B7 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 31 Details of community safety measures to be undertaken throughout the site shall be submitted to and approved in writing by the Local Planning Authority prior to occupation of the development and the approved measures shall be implemented thereafter and maintained.

Reason: In order to safeguard community safety in the locality, in accordance with policies EN20 of the London Borough of Camden Unitary Development Plan and policy SD1D of the Revised Deposit draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 32 Notwithstanding the plans hereby approved, the 2nd floor plan of the residential tower shall provide 1x 3 bed, 1x2 bed and 2x 1bed flats as shown on Plan RP/SK/RP_SK_671 attached to the S.106 Agreement.

Reason: To accord with the submitted proposal and to ensure a suitable mix of residential units in accordance with the requirements of policy HG16 of the Adopted Camden UDP 2000 and policy H8 of the Revised Deposit Draft Unitary Development Plan as amended January 2006.

- 33 Details of proposed slab levels of the development, in relation to the existing and proposed levels of the site and the surrounding land, shall be submitted to and approved by the local planning authority before development of the relevant part commences. The development shall not be carried out other than in accordance such details as approved.

Reason: In order to ensure that the height of the development is no greater than indicated on the approved drawings, so as to protect the availability of light enjoyed by nearby residential premises, in accordance with policy EN19 of the Adopted Camden UDP 2000 and policy SD6 of the Revised Deposit Draft Unitary Development Plan as amended January 2006.

- 34 No meter boxes, flues, vents, pipes or other attachments not shown on the approved drawings shall be fixed or installed on the external faces of the building without the prior written consent of the local planning authority.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies EN1, EN13 and EN31 of the London Borough of Camden Unitary Development Plan 2000 and policies B1 and B7 of the Revised Deposit Draft Unitary Development Plan as amended January 2006.

- 35 Details of plant, machinery, air handling or extract system (including an acoustic report, sound attenuation, acoustic isolation measures) to be installed as part of the development shall be submitted to and approved by the local planning authority prior to commencement of each part of the development. The development shall only be carried out in accordance with such approved details, including specified maximum noise levels.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies RE2, EN6, DS6 of the London Borough of Camden Unitary Development Plan 2000 and policies SD1, SD6 and SD7 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 36 Prior to commencement of the residential development details of measures to prevent overlooking between flats at the southeast corner of the residential tower and adjoining flats in the social rented and intermediate blocks including possible

minor reconfiguration of windows, shall be submitted to the Local Planning Authority for approval in writing and shall thereafter be implemented and retained.

Reason: To safeguard the privacy of residential occupiers in accordance with the requirement of policies EN1, RE2, EN19, HG12 and DS5 of the London Borough of Camden Unitary Development Plan 2000 and policy SD6 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 37 The theatre garden shall not be used between the hours of 2100 and 0800 daily.

Reason: To safeguard the amenity of neighbouring residential occupiers in accordance with the requirements of policies RE2 and EN5 of the London Borough of Camden Unitary Development Plan 2000 and policy SD6 and SD7 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 38 Notwithstanding the plans hereby approved, revised ground floor plans shall be submitted to the Local Planning Authority for approval in writing, showing satisfactory pedestrian access directly from the Intermediate and Private residential blocks into the residents' garden, and the approved plans shall be implemented and retained thereafter.

Reason: In order to provide future occupiers of the development with satisfactory access to amenity space in accordance with the requirements of policies EN1, EN53, LC7 and DS3 of the London Borough of Camden Unitary Development Plan 2000 and policies H1 and C3 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

Informative(s):

- 1 The development hereby approved must be carried out in its entirety and in strict compliance with the plans referred to in this permission. Any alteration to the approved scheme resulting either from the requirements of Building Regulations, or for any other cause, must not take place except with the written agreement of the Council as local planning authority.
- 2 You are advised that the appropriate standards for tree work are set out in BS 3998: 1989. Failure to ensure that the proposed works are carried out to these standards may result in damage to the tree(s) and may result in legal action by the Council.
- 3 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. The penalty for contractors undertaking noisy works outside permitted

hours is a maximum fine of £5000 per offence. You are advised to consult the Council's Environmental Health Division, Camden Town Hall, Argyle Street, WC1H (Tel. No. 020 7974 4444) or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.

- 4 You are advised that the condition regarding hours of use means that no customers shall be on the premises and no activities associated with the use, including preparation and clearing up, shall be carried out other than within the permitted time.
- 5 You are reminded that filled refuse sacks shall not be deposited on the public footpath, or forecourt area until within half an hour of usual collection times. For further information please contact the Council's Street Environment Service (Rubbish Collection) on 020 7974 6914.
- 6 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Council's Records and Information Service, Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ (tel: 020-7974 5613).
- 7 The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.
- 8 The Council supports schemes for the recycling of bottles and cans and encourages all hotels, restaurants, wine bars and public houses to do so as well. Further information can be obtained by telephoning the Council's Street environment Service (Recycling) on 020 7974 1553.
- 9 Your attention is drawn to the fact that there is a separate legal agreement with the Council, which relates to the development for which this permission is granted.
- 10 Your proposal will affect National Grid Transco plc electricity transmission apparatus. Please ensure that you contact Energis Communications, Street Works Office, Claremont House, Hatters Lane, Croxley Business Park, Watford, WD18 8TR and the distribution network operators to ensure that their apparatus is not affected.
- 11 The proposed development is in general accordance with the policy requirements of the adopted London Borough of Camden Unitary Development Plan 2000, with particular regard to policies RE1, RE2, RE3, RE4, RE5, RE6, EN1 and policies S1, S2, S6, SD1, SD2 and SD3 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officer's report.
- 12 Building A referred to in this decision refers to the southern commercial building, building B to the northern commercial building, and building C to the lower two

residential buildings as part of this development.

Yours faithfully

Culture and Environment Directorate

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DECISION