

DATED

8 MARCH

2018

(1) LAZARI PROPERTIES 2 LIMITED

and

(2) BARCLAYS BANK PLC

and

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

A G R E E M E N T

relating to land known as

Stephenson House, 75 Hampstead Road, London NW1 2PL

pursuant to

Section 106 of the Town and Country Planning Act 1990 (as amended);

Section 16 of the Greater London Council (General Powers) Act 1974;

Section 111 of the Local Government Act 1972; and

Section 1(1) of the Localism Act 2011

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

Tel: 020 7974 1918

**G:\case files\culture & env\planning\s106 Agreements (2017/3518/P)
CLS/COM/1800.373
s106 v1**



THIS AGREEMENT is made the 8th day of March 2018

BETWEEN:

- A. **LAZARI PROPERTIES 2 LIMITED** (Co. Regn. No.09980684) of Accurist House, 44 Baker Street, London W1U 7BR (hereinafter called the "Owner") of the first part
- B. **BARCLAYS BANK PLC** (Co. Regn. No. 1026167) of 1 Churchill Place, London E14 5HP (hereinafter called the "Mortgagee") of the second part
- C. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number LN86642 subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 26 June 2017 and the Council resolved to grant permission conditionally under reference number 2017/3518/P subject to the conclusion of this Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972, and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

- 1.6 As local highway authority the Council considers the Highway Works to be carried out pursuant to this Agreement under Section 278 of the Highways Act 1980 to be of benefit to the public.
- 1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number LN86642 and dated 12 December 2016 is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

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

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"Affordable Housing"	London Affordable Rented Housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents
2.3	"Affordable Housing Units"	the 6 units of London Affordable Rented Housing forming part of the Affordable Housing Units comprising 3 x 2-bedroom and 3 x 3-bedroom units the same as shown edged red on the Plan attached at the Sixth Schedule
2.4	"the Agreement"	this planning obligation made pursuant to Section 106 of the Act
2.5	"Business 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 businesses of the locality in which the Development is situated
2.6	"Business Parking"	a parking permit issued by the Council under section

	Permit"	45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a Business Parking Bay
2.7	"Carbon Offset Contribution"	the sum of £231,993 (two hundred and thirty one thousand nine hundred and ninety three 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 off-site carbon reduction measures in the vicinity of the Development
2.8	"Certificate of Practical Completion"	the certificate issued by the Owner or the Owner's contract administrator or representative certifying that the Development is complete
2.9	"Construction Apprentice Default Contribution"	the sum £7,000 (seven thousand pounds) per apprentice required on site to be paid by the Owner to the Council in lieu of construction apprentice provision
2.10	"Construction Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking any demolition of Existing Buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <p>(i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the</p>

		<p>demolition of the Existing Buildings or structures on the Property and the building out of the Development;</p> <p>(ii) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(iii) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);</p> <p>(iv) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(v) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time</p>
2.11	"the Construction Management Plan Implementation Support 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 for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase
2.12	"the Construction	the whole period between

	Phase"	<p>(i) the Implementation Date and</p> <p>(ii) the date of issue of the Certificate of Practical Completion</p>
2.13	"the Construction Apprentice Support Contribution"	the sum of £1,700 (one thousand seven hundred pounds) per apprentice to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to support the recruitment and training of apprentices
2.14	"the Council's Considerate Contractor Manual"	the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden
2.15	"Deferred Affordable Housing Contribution"	the sum of £956,385 (nine hundred and fifty six thousand three hundred and eighty five pounds) pounds to be paid by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council in the event of receipt towards the provision of Affordable Housing within the London Borough of Camden
2.16	"Deficit"	a negative figure or figure of zero produced from the Post Implementation Viability Assessment by taking the residual site value of the Development and subtracting the sum of £87,700,000.00 (eighty seven million and seven hundred thousand pounds)
2.17	"the Development"	extensive internal and external refurbishment of Stephenson House to provide a ground plus 7 storey building containing 16,709sqm (GIA) of office (B1) floorspace, 904sqm (GIA) of flexible office/healthcare (B1/D1) floorspace, 857sqm (GIA) of retail (A1)

		<p>floorspace, 118sqm (GIA) of cafe (A3) floorspace and 17 residential (C3) units (total 2,296.8sqm GIA), comprising 11 market units (1x1 bed, 6x2 bed, 4x3 bed) and 6 affordable units (3 x2 bed and 3x3 bed). The works include the removal of existing colonnade to Hampstead Road elevation, creation of double height entrance on Hampstead Road, multiple storey extensions and infills to the building, creation of three terraces to the rear, three integral pocket gardens to the Hampstead Road elevation and balconies facing Hampstead Road to all residential units. Addition of PV panels to the roof, 249 commercial cycle parking spaces, 33 residential cycle parking spaces, 4 disabled car parking spaces and associated landscaping and works as shown on the site location plan and drawing numbers:-</p> <p>Existing Drawings: A-0001-PL; A-(0101-0110)-PL; A-(0130-0136)-PL and A-(0140-0141)-PL.</p> <p>Proposed Drawings: A-0002-PL; A-0201-PL Rev B; A-0202-PL Rev A; A-0203-PL; A-(0204-0209)-PL Rev A; A-(2010-0211)-PL; A-(0300-0306)PL; A-(0400-0401)-PL; SK-143 and SK-144.</p> <p>Supporting Documents: Drainage Statement Report Rev P01 dated June 2017; Design and Access Statement dated 01/10/2017 (Rev A); A Financial Viability Assessment in support of the Planning Application dated June 2017; Energy Statement Rev P02 dated June 2017; Internal Daylight Report dated July 2017; Desk Study Report dated July 2017; Residential Energy Strategy Notes; Affordable Housing Statement dated July 2017; Sustainability Statement (ref: 2017.041) dated June 2017; Delivery and Servicing Management Plan (ref: JDF/JLLS/16/3476/TN01) dated June 2017; Travel</p>
--	--	--

		<p>Plan (ref: WTT/JLLS/3473/TP01) dated June 2017; Transport Statement (ref: WTT/JLLS/16/3473/TS01) dated June 2017; Landscape Design - Design and Access Statement dated June 2017; Air Quality Assessment dated June 2017; Planning Statement (ref: LJW/CKE/VHA/J10346) dated June 2017; Biodiversity Report dated June 2017; Noise Impact Assessment (ref: R6723-1 Rev 1) dated 19/05/2017; Statement of Community Involvement dated June 2017; Planning Stage Construction Methodology Rev 1 dated June 2017; Surface Water Drainage (SuDS) Strategy (ref: QFRA 649) dated 10/03/2017; Daylight and Sunlight Report dated June 2017; Thermal Comfort Analysis (ref: Z8810A) dated 08/09/17; L1A 2013 - Regulations Compliance Report; Surface Water Disposal Strategy dated September 2017 and Addendum Note for the Financial Viability Assessment dated 16/08/2017.</p>
2.18	"the Employment and Training Plan"	<p>a plan setting out a package of measures to be adopted by the Owner in order to maximise employment opportunities within the Development and for it to satisfy the obligations contained in clause 4.11 of this Agreement through (but not be limited to) the following:-</p> <ul style="list-style-type: none"> (a) ensuring advertising of all construction vacancies exclusively through Kings Cross Construction Centre for a period of no less than one week before promoting more widely; (b) to ensure Construction Industry Training Board benchmarks for local employment are met or exceeded when recruiting construction-related jobs;

		<p>(c) to ensure the provision of 15 construction apprentices;</p> <p>(d) make provision during the Construction Phase for no less than 5 work placements;</p> <p>(e) ensure delivery of a minimum of one supplier capacity building workshops/"Meet the Buyer" events to support small and medium enterprises within the London Borough of Camden to tender for the contracts to include organising, supporting and promoting the event as well as provision of venue and refreshments for the events;</p> <p>(f) ensure delivery of a minimum of 1 end use apprenticeships; and</p> <p>commit to following the Local Procurement Code</p>
2.19	"the Employment Contribution"	<p>means a payment of £158,547.57 (one hundred and fifty eight thousand five hundred and forty seven pounds fifty seven pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be used by the Council's Economic Development Service to support initiatives which create and promote employment and training opportunities and to support local procurement initiatives in the London Borough of Camden</p>
2.20	"the Energy Efficiency and Renewable Energy Plan"	<p>a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-</p> <p>a) the incorporation of the measures set out in the</p>

		<p>submission document entitled "Energy Statement – Stephenson House Redevelopment" produced by GLP Consulting Engineers and dated June 2017 to achieve a 19.09% reduction in CO2 emissions beyond the Part L 2013 baseline;</p> <p>b) further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will reduce the Development's carbon emissions from a combination of complementary low and zero carbon technologies;</p> <p>c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;</p> <p>d) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;</p> <p>e) measures to enable future connection to a local energy network that has been designed in accordance with the "CIBSE heat networks; code of practice for the UK" at the boundary of the Property including:</p> <ul style="list-style-type: none"> - safeguarded space for a future heat exchanger; - provisions made in the building fabric/ design (such as soft-points in the building plant room walls) to allow pipes to be routed through from the outside to a later date; - the provision of domestic hot water isolation valves to facilitate the connection of an interfacing heat exchanger; - provision for external buried pipework routes to be safeguarded to a nearby road or similar
--	--	---

		<p>where connection to the district heating network would be made.</p> <p>f) include a pre-Implementation design-stage review by an appropriately qualified and recognised independent professional in respect of the Property including Full Design stage SAP (for residential) and/or NCM (for non-residential) calculations certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;</p> <p>g) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent professional in respect of the Property (including but not limited to photographs, installation contracts and full As-Built SAP (for residential) and/or NCM (for non-residential) calculations) certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and</p> <p>h) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.21	"the Environmental and Public Realm Contribution"	The sum of £136,182 (one hundred and thirty six thousand one hundred and eighty two 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 environmental, pedestrian, cycling and public realm improvements in the vicinity of the Property, including works pursuant to the West End Project and Euston Area Plan
2.22	"the Existing Buildings"	the buildings existing on the Property as at the date of this Agreement
2.23	"the Highways Contribution"	the sum of £33,219 (thirty three thousand two hundred and nineteen 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 event of receipt for the carrying out of the Highway\ay Works
2.24	"the Highways Works"	<p>works to the public highway and associated measures in the vicinity of the Property such works to include the following:-</p> <p>(a) repaving Public Highways adjoining the Property that have been damaged during the Construction Phase as a result of the demolition of the Existing Buildings and/or the construction of the Development</p> <p>(b) any other works the Council acting reasonably requires as a direct result of the Development</p> <p>all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and <u>excludes any statutory undertakers costs</u></p>
2.25	"the Implementation Date"	the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act save for archaeological

		investigation, remediation works associated with decontamination, exploratory boreholes, the erection of perimeter fences and hoardings, laying of utility services for the supply or carriage of water, gas, electricity, telecommunications or other media and utilities and references to "Implementation" and "Implement" shall be construed accordingly
2.26	"King's Cross Construction Skills Centre"	the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
2.27	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.28	"Local Procurement Code"	the code annexed to the Fifth Schedule hereto
2.29	"London Affordable Rented Housing"	<p>a tenure of Affordable Housing that is available as low cost rented homes in London to help low-income households who are unable to secure or sustain housing on the open market in perpetuity such that homes provided:-</p> <ul style="list-style-type: none"> a) meet the following weekly rent benchmarks (exclusive of service charge) £144.26 per week for 1-bedroom units £152.73 per week for 2-bedroom units, £161.22 per week for 3-bedroom units as set out at Table 1 of the Mayor of London's "Homes for Londoners; Affordable Homes Programme 2016-2021" as updated from time to time; b) once occupied are subject to service charges management charges and rent-setting guidance issued by the Regulator and the

		<p>Greater London Authority from time to time;</p> <p>c) are consistent with the requirements set out for Social Rented Housing in the National Planning Policy Framework</p> <p>d) are consistent with the information in relation to Social Rented Housing set out in Camden's Supplementary Planning Document "Camden Planning Guidance CPG2 - Housing" and its successor policies and the requirements set out in paragraph 3.61 of the London Plan or its successor policies (subject to annual reviews); and</p> <p>e) are managed by a Registered Provider who has entered into a standard nominations agreement with the Council providing for nominations to the Council in respect of all London Affordable Rented Housing Units within the Development</p>
2.30	"Occupation Date"	the date when any part of the Development is occupied for a purpose permitted by the Planning Permission which shall for the avoidance of doubt not include persons carrying out fitting out and marketing of the Development and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.31	"On-Site Disabled Parking Spaces"	the four (4) car parking spaces to be provided for use by occupants and visitors to the Property who hold a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970
2.32	"the Parties"	mean the Council the Owner and the Mortgagee
2.33	"the Planning Application"	a planning application in respect of the development of

		the Property submitted to the Council and validated on 26 June 2017 with reference number 2017/3518/P
2.34	"Planning Obligations Monitoring Officer"	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc. must be sent in the manner prescribed at clause 6.1 hereof
2.35	"the Planning Permission"	the planning permission granted for the Development pursuant to the Planning Application substantially in the draft form annexed hereto at the Second Schedule
2.36	"Post Construction Viability Assessment"	<p>an assessment to be undertaken by the Owner and submitted to the Council in accordance with the terms of this Agreement such assessment to</p> <ul style="list-style-type: none"> a) be presented in the same form as the Owner's viability assessment submitted to the Council in support of the Planning Application dated June 2017; b) use the assumptions agreed between the Owner and the Council during the determination of the Planning Application detailed at the Seventh Schedule to this Agreement; c) be based on a 6% percent developer's return on the gross development value of the Affordable Housing Units and a 20% percent developer's return on the gross development value of the remaining residential units and a 20% percent developer's return on the gross development value of the commercial floorspace; and d) the residual site value shall be generated as an

		<p>output of such assessment</p> <p>and such assessment shall include to the Council's reasonable satisfaction such evidence to justify the residual site value of the Development and such evidence shall include (but not be limited to) the following:-</p> <ul style="list-style-type: none"> e) receipted invoices; certified costs; certified copies of sales contracts; and best estimates of costs yet to be incurred and values of any unsold space and any other evidence reasonably required by the Council to demonstrate any revenue received and/or costs incurred in relation to the Development; f) a solicitors certification confirming that any sale, lease, assigning, sub-letting, grant of a licence, giving control to any person or otherwise demised of the floorspace forming part of the Development were arm's length third party bona fide transactions and not:- <ul style="list-style-type: none"> (a) designed to reduce the revenue received from sales of the residential units forming part of the Development; (b) confined to transactions between the Owner and subsidiary companies of the Owner; (c) transactions between the Owner and its employees; or (d) transactions including deferred consideration coverage or loans or finance deals from the Owner;
--	--	---

		<p>g) payment of £5,000 to cover the Council's costs in verifying the material and information contained within the assessment;</p> <p>h) details of any grant funding received in relation to the Development whether related to Affordable Housing or any other aspect of the Development;</p> <p>i) any further information the Council acting reasonably requires</p>
2.37	"the Property"	the land known as Stephenson House, 75 Hampstead Road, London NW1 2PL the same as shown edged red on the plan at the Third Schedule annexed hereto
2.38	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense
2.39	"Public Open Space Contribution"	the sum of £33,276 (thirty three thousand two hundred and seventy six 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 improvement maintenance and upkeep of existing public open spaces and/or nature conservation improvements to parks and open space and/or the obtaining of land to make public open spaces in the vicinity of the Development
2.40	"Registered Provider"	a registered provider of Affordable Housing registered as such by the Regulator and selected from the Council's approved strategic provider list of registered providers or as otherwise agreed in accordance with the Affordable Housing Marketing Requirements
2.41	"Regulator"	means the Home and Communities Agency and any successor organisation

2.42	"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
2.43	"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
2.44	"Surplus"	a positive figure produced from the Post Implementation Viability Assessment by taking the residual site value of the Development and subtracting the sum of £87,700,000.00 (eighty seven million and seven hundred thousand pounds)
2.45	"the Sustainability Plan"	<p>a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-</p> <p>(a) achieve the targets set out in the submission document entitled "Stephenson House Sustainability Statement" produced by Element Sustainability and dated June 2017;</p> <p>(b) include a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Property with a target of achieving an 'Excellent' and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories;</p> <p>(c) include a pre-Implementation review by an appropriately qualified recognised and independent professional in respect of the Property certifying that the measures incorporated in the</p>

		<p>Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan;</p> <p>(d) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;</p> <p>(e) measures to secure a post construction review of the Development by an appropriately qualified recognised and independent professional in respect of the Property (including a written report, photographs and installation contracts) certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and</p> <p>(f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.46	"The Travel Plan"	<p>a plan setting out a package of measures to be adopted by the Owner in the management of the commercial floorspace forming part of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-</p> <p>(a) the elements set out in the Fourth Schedule hereto;</p>

		<p>(b) provision of a TRAVL survey;</p> <p>(c) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review (including an updated TRAVL survey and evidence that it has been provided Transport for London) and further approved in writing by the Council;</p> <p>(d) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;</p> <p>(e) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post;</p> <p>identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.47	"the Travel Plan Co-ordinator"	an appropriately qualified and/or experienced person appointed by the Owner to deliver the objectives of the Travel Plan and be responsible for the coordination, implementation, reporting and review of the Travel Plan with a view to securing an ongoing process of continuous improvement
2.48	"the Travel Plan Monitoring"	the sum of £6,020 (six thousand and twenty pounds) to be paid by the Owner to the Council in accordance

	Contribution"	with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approve the Owner's Travel Plan over a six year period from the date of first Occupation of the Development
2.49	"TRAVL"	is an acronym for Trip Rate Assessment Valid for London which is a multi-modal trip generation database.

3. NOW THIS DEED WITNESSETH as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972, Section 1(1) of the Localism Act 2011 and Section 278 of the Highways Act 1980 and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.

- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" development in accordance with Clause 4.2 for all relevant purposes.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 AFFORDABLE HOUSING

- 4.1.1 To commence all works of construction conversion and fitting out necessary to make the Affordable Housing Units as approved by the Council suitable for occupation as Affordable Housing and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Council (as demonstrated by written notification to that effect) in accordance with the specification approved by a Registered Provider.
- 4.1.2 To ensure that the Affordable Housing Units shall not be otherwise used or occupied and shall be retained in perpetuity for no purpose other than for the provision of Affordable Housing Units.
- 4.1.3 Not to Occupy or allow Occupation of any part of the Development until such time as:
- (i) the Affordable Housing Units have been transferred or demised to a Registered Provider approved by the Council for a term of no less than 125 years; and
 - (ii) the works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirement of Sub-Clause 4.1.1 hereof.
- 4.1.4 To ensure that the Affordable Housing Units are constructed, occupied and used solely as Affordable Housing pursuant to the objects and purpose of the Council so as to provide accommodation for the households in need of Affordable Housing in accordance with the definition of the eligible persons criteria as agreed by the

Government and the Mayor of London (or successor bodies) or the Council from time to time.

- 4.1.5 The Registered Provider shall not dispose of its interest in the freehold or leasehold of the Affordable Housing Units or any part thereof (except by way of mortgage) other than to any other Registered Provider registered with the Regulator or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Regulator or the Council.

4.2 **CAR FREE**

- 4.2.1 Subject to the provisions of sub-clause 4.2.3 hereof, to ensure that prior to occupying any of the residential units forming part of the Development each new occupier of such residential unit 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:

- (i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay;
- (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.

- 4.2.2 Subject to the provisions of sub-clause 4.2.4 hereof, to ensure that prior to occupying any part of the commercial floorspace forming part of the Development each new occupier of such part 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:

- (i) be granted a Business Parking Permit to park a vehicle in a Business Parking Bay;
- (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.

- 4.2.3 Not to occupy or use (or permit the occupation or use of) any residential unit forming part of the Development at any time during which the occupier of such unit of the Residential Element holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled

persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) PROVIDED THAT this obligation and the obligations under sub-clause 4.2.1 hereof shall not apply in respect of any permission to park a vehicle held by a person prior to that person first occupying any unit of the Residential Element and any such permission held in respect of a property other than the Residential Element.

- 4.2.4 Not to occupy or use (or permit the occupation or use of) any part of the commercial floorspace forming part of the Development at any time during which the occupier of such part of the Commercial Element holds a Business Parking Permit to park a vehicle in a Business Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) PROVIDED THAT this obligation and the obligations under sub-clause 4.2.2 hereof shall not apply in respect of any permission to park a vehicle held by a person prior to that person first occupying any part of the Commercial Element and any such permission held in respect of a property other than the Commercial Element.
- 4.2.5 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.2.1, 4.2.2, 4.2.3 and 4.2.4 in this Agreement shall continue to have effect in perpetuity.
- 4.2.6 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.2.1 and 4.2.2 of this Agreement.
- 4.2.7 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.2.1 and 4.2.2 of this Agreement.

4.3 **CONSTRUCTION MANAGEMENT PLAN**

- 4.3.1 On or prior to the Implementation Date to:

- (i) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and
- (ii) submit to the Council for approval a draft Construction Management Plan.

4.3.2 Not to Implement nor allow Implementation of the Development until such time as the Council has:

- (i) received the Construction Management Plan Implementation Support Contribution in full; and
- (ii) approved the Construction Management Plan as demonstrated by written notice to that effect.

4.3.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

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

4.4 **HIGHWAYS CONTRIBUTION**

4.4.1 On or prior to the Implementation Date to:-

- (i) pay to the Council the Highways Contribution in full; and
- (ii) submit to the Council the Level Plans for approval.

4.4.2 Not to Implement or to allow Implementation until such time as the Council has:-

- (i) received the Highways Contribution in full; and
- (ii) approved the Level Plans as demonstrated by written notice to that effect.

4.4.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.

4.4.4 On completion of the Highway Works the Council shall provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

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

4.4.6 If the Certified Sum is less than the Highway Contribution then the Council shall within 14 days of the issuing of the said certificate pay to the Owner the amount which has not been expended.

4.5 **PUBLIC OPEN SPACE CONTRIBUTION**

4.5.1 The Owner covenants with the Council on or prior to the Implementation Date to pay to the Council the Public Open Space Contribution.

4.5.2 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution.

4.6 **ENVIRONMENTAL AND PUBLIC REALM CONTRIBUTION**

4.6.1 The Owner covenants with the Council on or prior to the Implementation Date to pay to the Council the Environmental and Public Realm Contribution.

4.6.2 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Environmental and Public Realm Contribution.

4.7 **TRAVEL PLAN**

4.7.1 On or prior to the Occupation Date to:-

- (a) submit to the Council the Travel Plan for approval; and

- (b) pay to the Council the Travel Plan Monitoring Contribution

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

- (a) the Council has approved the Travel Plan as demonstrated by written notice to that effect; and

- (b) the Council has received the Travel Plan Monitoring Contribution in full.

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

4.8 **CARBON OFFSET CONTRIBUTION**

4.8.1 Prior to the Implementation Date to pay to the Council the Carbon Offset Contribution.

4.8.2 Not to Implement or to permit Implementation until such time as the Council has received the Carbon Offset Contribution.

4.9 **ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN**

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

4.9.2 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.

4.9.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.

4.9.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being

managed in strict accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Plan.

4.10 SUSTAINABILITY PLAN

- 4.10.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.10.2 Not to Implement nor permit Implementation until such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect.
- 4.10.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in Sustainability Plan as approved by the Council have been incorporated into the Property.
- 4.10.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council from time to time.

4.11 EMPLOYMENT AND TRAINING PLAN

- 4.11.1 Prior to the Implementation Date to submit to the Council for approval the Employment and Training Plan.
- 4.11.2 Not to Implement nor permit Implementation until such time as the Council has approved the Employment and Training Plan as demonstrated by written notice to that effect.
- 4.11.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Employment and Training Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Employment and Training Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

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

4.12 LOCAL EMPLOYMENT

4.12.1 The Owner shall work in partnership with the King's Cross Construction Skills Centre during the Construction Phase by taking the following specific measures during the Construction Phase to provide employment opportunities to residents of the London Borough of Camden:-

- (a) ensure Construction Industry Training Board benchmarks for local employment are met or exceeded when recruiting construction-related jobs;
- (b) advertise all construction vacancies and work placement opportunities exclusively with the Kings Cross Construction Skills Centre for a period of 1 week before advertising more widely;
- (c) ensure all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to the King's Cross Construction Skills Centre;
- (d) provide the King's Cross Construction Skills Centre with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and
- (e) provide the Council with a detailed six-monthly labour return for monitoring the employment and self-employment profile of all workers referred by the Kings Cross Construction Skills Centre and employed during the Construction Phase.

4.12.2 The Owner shall use reasonable endeavors to ensure that during the Construction Phase no less than 15 construction apprentices shall be employed at the Development always ensuring each apprentice shall be:-

- (i) recruited through the Kings Cross Construction Centre;
- (ii) employed for a period of not less than 52 weeks; and
- (iii) paid at a rate not less than the national minimum wage rate for 21-24 year olds. All apprentice candidates aged 25 and above will be paid the national minimum wage as set out at <https://www.gov.uk/national-minimum-wage-rates>.
- (iv) the Construction Apprentice Support Contribution (based on the each individual apprentice placement) has been paid in full.

4.12.3 The The Owner shall ensure that during the Construction Phase of the Development no less than 5 work placements and/or work experience opportunities are provided at the Development.

4.12.4 Notwithstanding the provisions in clauses 4.12.2 and 4.12.3 (above) of this Agreement, during the Construction Phase the Owner shall use reasonable endeavors to provide training opportunities on site for employees resident within the London Borough of Camden and provide a six-monthly statement setting out the details of candidates employed to Kings Cross Construction Centre.

4.12.5 To pay to the Council the Apprentice Support Contribution for each construction industry apprentice employed on or prior to the date each construction industry apprentice commences employment.

4.12.6 If the Owner is unable to provide the apprentices in accordance with Clause 4.12.2 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:

- (a) forthwith pay the Council the Construction Apprentice Default Contribution in respect of each individual apprentice placement not provided; and
- (b) shall not Occupy or permit Occupation until such time as the Construction Apprentice Default Contribution (based on the each individual apprentice placement) has been paid in full.

4.12.7 Following the Occupation Date of the Development the Owner shall use reasonable endeavors to ensure that it will (unless otherwise agreed with the Council at the request of the Owner) employ no less than 1 end use apprentice always ensuring the apprentice shall be:-

- (a) recruited in liaison with the Council's Economic Development Team;
- (b) be resident in the London Borough of Camden;
- (c) be paid at a rate not less than the national minimum wage rate for 21-24 year olds. All apprentice candidates aged 25 and above will be paid the national minimum wage as set out at <https://www.gov.uk/national-minimum-wage-rates>;
- (d) be employed on a fulltime basis for at least 52 weeks;
- (e) be provided with appropriate on the job training or day release to enable the apprentice to train for and achieve a Level 2 or Level 3 Apprenticeship Framework qualification; and
- (f) be supervised by a member of staff within the completed Development

4.12.8 The Owner covenants with the Council on or prior to the Implementation Date to pay to the Council the Employment Contribution.

4.12.9 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Employment Contribution.

4.13 LOCAL PROCUREMENT

4.13.1 Prior to Implementation to agree a programme during the Construction Phase to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development in accordance with the Council's Local Procurement Code.

4.13.2 On or prior to Implementation to meet with the Council's Economic Development Local Procurement Team (or any successor department) at least one month before tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.

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

4.13.4 To provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

4.14 DEFERRED AFFORDABLE HOUSING CONTRIBUTION

4.14.1 The Parties agree that notwithstanding the remaining clauses in 4.14 of this Agreement, the Owner may at any time following Implementation pay the Council the Deferred Affordable Housing Contribution in full

4.14.2 The Owner shall at its own election submit the Post Construction Viability Assessment to the Council for approval in writing either:-

(a) within 14 days of the date of issue of the Certificate of Practical Completion;
or

(b) at any time after Implementation PROVIDED the Owner shall have exchanged contracts on the sale, lease, assigning, sub-letting, grant of a licence, giving control to any person of or otherwise demised of not less than 60% of the floorspace comprised within the Development (excluding the Affordable Housing Units).

4.14.3 The Owner shall not Occupy or permit Occupation of more than 60% of the floorspace comprised in the Development (excluding the Affordable Housing Units) until such time as the Post Construction Viability Assessment has been submitted to the Council for approval in writing such approval to be provided within seven days of receipt of the Post Construction Viability Assessment

4.14.4 Upon the issue of the approval of the Post Construction Viability Assessment the Council shall provide to the Owner a certificate specifying the sum (the "Viability Certified Sum") properly assessed by the Council as being recoverable from the Deferred Affordable Housing Contribution.

4.14.5 The Owner shall pay the Council's reasonable costs in assessing the Post Construction Viability Assessment. The Council shall notify the Owner in writing of

these costs and the Viability Certified Sum and the Owner shall pay these together with the Viability Certified Sum within 28 days of receipt of such notice.

4.14.6 The Owner shall not Occupy or permit Occupation of more than 70% of the floorspace comprised in the Development (excluding the Affordable Housing Units) until such time as the Council has confirmed receipt of the Viability Certified Sum in writing.

4.14.7 In the event that the approved Post Construction Viability Assessment shows a Deficit the Viability Certified Sum in respect of the Post Construction Viability Assessment shall be zero and the Owner shall have no obligation to pay the Deferred Affordable Housing Contribution.

4.14.8 In the event that the approved Post Construction Viability Assessment shows a Surplus that is less than two times the Deferred Affordable Housing Contribution the Viability Certified Sum shall be half of the Surplus.

4.14.9 In the event that the approved Post Construction Viability Assessment shows a Surplus that is greater than or equal to two times the Deferred Affordable Housing Contribution the Viability Certified Sum shall be the full amount of the Deferred Affordable Housing Contribution.

4.14.10 The total amount of the Viability Certified Sum payable shall not exceed the full amount of Deferred Affordable Housing Contribution.

4.14.11 Following payment by the Owner to the Council of the Viability Certified Sum, the Owner shall not be required to carry out or submit any further Post Construction Viability Assessment and shall be released from its obligations under this clause 4.14.

4.14.12 For the purposes of this clause 4.14 the Parties shall operate in accordance with the following procedure:-

- (i) the Owner shall provide no less than 28 days' notice that it intends to submit the Post Construction Viability Assessment to the Council for approval;

- (ii) upon receipt of the Post Construction Viability Assessment the Council will use reasonable endeavours to respond to the Owner in writing within 28 days of receipt whether it approves or wishes to question or challenge any one or more of the constituent parts of the Post Construction Viability Assessment;
- (iii) if the Council agrees the Post Construction Viability Assessment the document shall be deemed agreed for the purposes of clause 4.2 of this Agreement;
- (iv) if the Council wishes to question or challenge the Post Construction Viability Assessment the Parties shall use reasonable endeavours to resolve their differences by discussion directly or through their appointed representatives and shall act in good faith and cooperate with each other in order to reach agreement as quickly as possible.

4.15 ON-SITE DISABLED PARKING SPACES

- 4.15.1 To ensure that the On-Site Disabled Parking Spaces are retained in perpetuity unless otherwise agreed by the Council in writing.
- 4.15.2 To ensure that no person other than a person who is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970 parks or is permitted to park a vehicle in one or more of the On-Site Disabled Parking Spaces.

5. OBLIGATIONS OF THE COUNCIL

The Council hereby covenants with the Owner as follows:-

- 5.1 Where any approval, agreement, consent, certificate or expression of satisfaction is to be given by the Council under this Agreement, such approval, agreement, consent, certificate or expression of satisfaction shall not be unreasonably withheld or delayed.
- 5.2 In the event of receipt of any contribution payable pursuant to Clause 4 of this Agreement by the Owner the Council covenants to spend (or commit for expenditure) the contributions referred to in Clause 4 for the purposes specified in this Agreement for which the contributions are paid.

- 5.3 In the event that any part or all of the Highways Contribution has not been allocated or used for the Highways Works within 5 years of payment and, unless the Owner and the Council agree otherwise, the Council covenants on written request from the Owner to repay such sums or amounts (or such part thereof) to the Owner (or its successor in title or assigns, as the case may be) within 28 days of the Owner's written request.

6. NOTICE TO THE COUNCIL/OTHER MATTERS

- 6.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 6.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 7.1 hereof quoting planning reference 2017/3518/P the date upon which the Development will be ready for Occupation.
- 6.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 6.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein (save for the avoidance of doubt all Clauses in this Agreement shall only be of effect when stated to be of effect in accordance with Clause 3.5 of this Agreement) 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.
- 6.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment

of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.

- 6.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2017/3518/P.
- 6.7 Payment of any contribution pursuant to Clause 4.8 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable) The owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2017/3518/P. Electronic Transfer be made directly to National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.
- 6.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 6.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Office for National Statistics at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

$$A = B \times (Y-X)$$

X

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

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

- 7.1 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, Place shaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2017/3518/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 7.2 This Agreement shall be registered as a Local Land Charge.
- 7.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 7.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 7.5 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.

- 7.6 Neither the Owner or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 7.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 7.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

8. MORTGAGEE EXEMPTION

- 8.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to the Property being bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property in accordance with Clause 8.2 of this Agreement below.
- 8.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless continuing at a time when it takes possession of whole or any part of the Property to which such obligations relate in which case it will be bound by the obligations in relation to that part of the Property as a person deriving title from the Owner.
- 8.3 Subject to the provisions of sub-clauses 8.3 (i) – (iii) below the restrictions contained in Clause 4.1 hereof shall not be binding upon a mortgagee or chargee (“the Chargee”) of the Registered Provider of the Affordable Housing Units nor any

receiver appointed by such Chargee or on any person deriving title from such Chargee in possession PROVIDED that the following conditions have been satisfied:

- i) In the event of the Registered Provider entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or defaults on any other terms of the mortgage or charge so that the Chargee exercises its power of sale then any Chargee of the Affordable Housing Units or any such receiver or administrative receiver shall give notice to the Council of its intention to dispose ("the Default Notice").
- ii) In the event of receipt of a Default Notice the Council shall be at liberty for a period of three calendar months from receipt of the Default Notice ("the Specified Period") to seek to identify another Registered Provider to agree to take a transfer of the Affordable Housing Units.
- iii) If the Council having failed to locate another Registered Provider ready able and willing to take a transfer of the Affordable Housing Units within the Specified Period then should the Chargee or any such receiver or administrative receiver take possession of the Affordable Housing Units as appropriate otherwise enforce its security on relation to the same at any time thereafter then the Specified Period shall be deemed to have elapsed and the obligations of any Chargee and the terms of this Agreement shall be determined in relation to the Affordable Housing Units and shall cease to bind the Affordable Housing Units ALWAYS PROVIDED that any person claiming title from a Chargee, receiver or administrative receiver who has obtained title to the Affordable Housing Units after the procedure set out in these sub-clauses 8.3 (i) – (iii) has been followed shall not be bound by the restrictions contained in Clause 4.1 hereof nor will any person deriving title therefrom.

8.4 For the purposes of Clause 8.3 (i) of this Agreement service of the Default Notice on the Council must be sent to each and all of the following recipients (or their successor position or title) quoting the address of the Property and planning reference 2017/3518/P for the Default Notice to be properly served:-

- (a) The Chief Executive;

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

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

- i. exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto); or
- ii. has subsequently purchased from the Registered Provider all the remaining shares of a Shared Ownership unit so that the tenant owns the entire Affordable Housing Unit (staircased to 100%)

shall be released from the obligations of Clause 4.1.

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

9. **RIGHTS OF THIRD PARTIES**

9.1 No provision of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

10. **JURISDICTION**

10.1 This Agreement is governed by and interpreted in accordance with the law of England and the Parties agree that the courts of England shall have jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

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

EXECUTED AS A DEED BY)
LAZARI PROPERTIES 2 LIMITED)
acting by a Director in the)
presence of a witness)

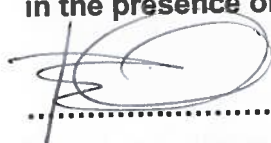

.....
Director

Witness Signature: 

Witness Name (BLOCK CAPITALS): *Melvyn Hale*

Address: *Greater London House
Hampstead Road
London NW1 7QX.*

EXECUTED AS A DEED BY)
BARCLAYS BANK PLC)
By GREGG NEWMAN)
in the presence of:-)


.....
J. Blownum



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

L. Alexander

.....
Authorised Signatory





The following is a list of the
names of the persons who have
been elected to the office of
Fellow of the Society since
the last meeting of the Council.

Mr. J. H. [illegible]
Mr. [illegible]
Mr. [illegible]

THE FIRST SCHEDULE

Pro Forma

Construction Management Plan

The Council has produced a pro-forma Construction Management Plan that can be used to prepare and submit a Construction Management Plan to meet technical highway and environmental health requirements. This document should be prepared, submitted and receive approval from the Council well in advance of works starting.

The pro-forma Construction Management Plan can be found on the Council's website at:-

<https://www.camden.gov.uk/ccm/content/environment/planning-and-built-environment/two/planning-applications/making-an-application/supporting-documentation/planning-obligations-section-106/>

Please use the Minimum Requirements (also available at the link above) as guidance for what is required in the CMP and then download the Construction Management Plan

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



THE SECOND SCHEDULE
DRAFT PLANNING PERMISSION



Gerald Eve
72 Welbeck Street
London
W1G 0AY

Application Ref: **2017/3518/P**

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
Stephenson House
75 Hampstead Road
London NW1 2PL

Proposal:

Extensive internal and external refurbishment of Stephenson House to provide a ground plus 7 storey building containing 16,709sqm (GIA) of office (B1) floorspace, 904sqm (GIA) of flexible office/healthcare (B1/D1) floorspace, 857sqm (GIA) of retail (A1) floorspace, 118sqm (GIA) of cafe (A3) floorspace and 17 residential (C3) units (total 2,296.8sqm GIA), comprising 11 market units (1x1 bed, 6x2 bed, 4x3 bed) and 6 affordable units (3 x2 bed and 3x3 bed). The works include the removal of existing colonnade to Hampstead Road elevation, creation of double height entrance on Hampstead Road, multiple storey extensions and infills to the building, creation of three terraces to the rear, three integral pocket gardens to the Hampstead Road elevation and balconies facing Hampstead Road to all residential units. Addition of PV panels to the roof, 249 commercial cycle parking spaces, 33 residential cycle parking spaces, 4 disabled car parking spaces and associated landscaping and works.

Drawing Nos: Existing Drawings: A-0001-PL; A-(0101-0110)-PL; A-(0130-0136)-PL and A-(0140-0141)-PL.

Proposed Drawings: A-0002-PL; A-0201-PL Rev B; A-0202-PL Rev A; A-0203-PL; A-(0204-0209)-PL Rev A; A-(2010-0211)-PL; A-(0300-0306)-PL; A-(0400-0401)-PL; SK-143 and SK-144.

Supporting Documents: Drainage Statement Report Rev P01 dated June 2017; Design

and Access Statement dated 01/10/2017 (Rev A); A Financial Viability Assessment in support of the Planning Application dated June 2017; Energy Statement Rev P02 dated June 2017; Internal Daylight Report dated July 2017; Desk Study Report dated July 2017; Residential Energy Strategy Notes; Affordable Housing Statement dated July 2017; Sustainability Statement (ref: 2017.041) dated June 2017; Delivery and Servicing Management Plan (ref: JDF/JLLS/16/3476/TN01) dated June 2017; Travel Plan (ref: WTT/JLLS/3473/TP01) dated June 2017; Transport Statement (ref: WTT/JLLS/16/3473/TS01) dated June 2017; Landscape Design - Design and Access Statement dated June 2017; Air Quality Assessment dated June 2017; Planning Statement (ref: LJW/CKE/VHA/J10346) dated June 2017; Biodiversity Report dated June 2017; Noise Impact Assessment (ref: R6723-1 Rev 1) dated 19/05/2017; Statement of Community Involvement dated June 2017; Planning Stage Construction Methodology Rev 1 dated June 2017; Surface Water Drainage (SuDS) Strategy (ref: QFRA 649) dated 10/03/2017; Daylight and Sunlight Report dated June 2017; Thermal Comfort Analysis (ref: Z8810A) dated 08/09/17; L1A 2013 - Regulations Compliance Report; Surface Water Disposal Strategy dated September 2017 and Addendum Note for the Financial Viability Assessment dated 16/08/2017.

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.

Condition(s) and Reason(s):

- 1 The development hereby permitted must be begun not later than the end of three 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 development hereby permitted shall be carried out in accordance with the following approved plans:

Existing Drawings: A-0001-PL; A-(0101-0110)-PL; A-(0130-0136)-PL and A-(0140-0141)-PL.

Proposed Drawings: A-0002-PL; A-0201-PL Rev B; A-0202-PL Rev A; A-0203-PL; A-(0204-0209)-PL Rev A; A-(2010-0211)-PL; A-(0300-0306)-PL; A-(0400-0401)-PL; SK-143 and SK-144.

Supporting Documents: Drainage Statement Report Rev P01 dated June 2017; Design and Access Statement dated 01/10/2017 (Rev A); A Financial Viability

Assessment in support of the Planning Application dated June 2017; Energy Statement Rev P02 dated June 2017; Internal Daylight Report dated July 2017; Desk Study Report dated July 2017; Residential Energy Strategy Notes; Affordable Housing Statement dated July 2017; Sustainability Statement (ref: 2017.041) dated June 2017; Delivery and Servicing Management Plan (ref: JDF/JLLS/16/3476/TN01) dated June 2017; Travel Plan (ref: WTT/JLLS/3473/TP01) dated June 2017; Transport Statement (ref: WTT/JLLS/16/3473/TS01) dated June 2017; Landscape Design - Design and Access Statement dated June 2017; Air Quality Assessment dated June 2017; Planning Statement (ref: LJW/CKE/VHA/J10346) dated June 2017; Biodiversity Report dated June 2017; Noise Impact Assessment (ref: R6723-1 Rev 1) dated 19/05/2017; Statement of Community Involvement dated June 2017; Planning Stage Construction Methodology Rev 1 dated June 2017; Surface Water Drainage (SuDS) Strategy (ref: QFRA 649) dated 10/03/2017; Daylight and Sunlight Report dated June 2017; Thermal Comfort Analysis (ref: Z8810A) dated 08/09/17; L1A 2013 - Regulations Compliance Report; Surface Water Disposal Strategy dated September 2017 and Addendum Note for the Financial Viability Assessment dated 16/08/2017.

Reason: For the avoidance of doubt and in the interest of proper planning.

- 3 Detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority before the relevant part of the work is begun:

a) Details including sections at 1:10 of all windows (including jambs, head and cill), ventilation grills, external doors and gates

b) Plan, elevation and section drawings, including fascia, cornice, entrances, pilasters and glazing panels of the ground floor facades/shopfronts of Buildings 1 and 2 at a scale of 1:10

c) Manufacturer's specification details of all facing materials (to be submitted to the Local Planning Authority) and samples of those materials to be provided on site, including a sample panel of the facing brickwork demonstrating the proposed colour, texture, face-bond and pointing

d) Plan, elevation and section drawings of the balconies and balustrades

e) Details of all lighting to the public realm including external lighting to the elevations, lighting of entrance areas, control of access points and CCTV.

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site during the course of the works.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies D1 and D2 of the Camden Local Plan June 2017.

- 4 No lights, meter boxes, flues, vents or pipes, and no telecommunications equipment, alarm boxes, television aerials, satellite dishes or rooftop 'mansafe' rails shall be fixed or installed on the external face of the buildings, without the prior approval in writing 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 policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy D1 [and D2 if in CA] of the London Borough of Camden Local Plan 2017.

- 5 Prior to the occupation of the development, full details of screening, balustrade treatment and other measures to reduce instances of overlooking and loss of privacy to neighbouring occupiers from the commercial and residential terraces and balconies within the development and details of the glazing (angles and opaque treatment) of the residential windows on the William Road elevation, shall be submitted to and approved in writing by the local planning Authority. The development shall be carried out in accordance with the details thereby approved and permanently maintained thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy A1 of the Camden Local Plan 2017.

- 6 Prior to the occupation of the development, 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 local planning authority in writing. The details should including planting proposal plant that offers biodiversity benefits to incorporate native species and be in keeping with local habitats. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area in accordance with the requirements of policies A2, A3 and D1 of the London Borough of Camden Local Plan 2017.

- 7 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details [by not later than the end of the planting season following completion of the development or any phase of the development] [, prior to the occupation for the permitted use of the development or any phase of the development], whichever is the sooner. 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 local planning authority gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policies A2, A3 and D1 of the London Borough of Camden Local Plan 2017.

- 8 Prior to the commencement of any works on site, details demonstrating how trees to be retained during construction work shall be submitted to and approved by the local planning authority in writing. Such details shall follow guidelines and standards set out in BS5837:2012 "Trees in Relation to Construction". All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with the approved protection details.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenity of the area in accordance with the requirements of policies A2 and A3 of the London Borough of Camden Local Plan 2017.

- 9 The retail/restaurant (A1/A3) uses hereby permitted shall not be carried out outside the following times: 07:00hrs to 23:30hrs Monday to Thursday and 07:00hrs to 00:00hrs Friday and Saturday and 08:00hrs to 23:00hrs on Sundays and Bank Holidays.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies A1, A4 and TC1 of the Camden Local Plan 2017.

- 10 The approved office amenity space to the rear of the building on the ____ floors, as shown on the ____ floor plans ____, shall be used by the office (B1a) uses of the building only and shall not be used outside the hours of 08:00 and 21:00 Monday-Friday.

Reason: In order to prevent unreasonable overlooking of neighbouring premises and noise and general disturbance in accordance with the requirements of policy A1 Camden Local Plan 2017.

- 11 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 (or any part of it) is in operation unless the plant/equipment hereby permitted 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), then the noise levels from that piece of plant/equipment at any sensitive façade shall be 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 G1, CC1, D1, and A1 of the London Borough of Camden Local Plan 2017.

- 12 The noise level in rooms at the development hereby approved shall meet the noise standard specified in BS8233:2014 for internal rooms and external amenity areas.

Reason: To safeguard the amenities of occupiers of the proposed use, adjoining premises and the area generally in accordance with the requirements of policies A1 and A4 of the Camden Local Plan June 2017.

- 13 Prior to occupation of the hereby approved development, details of the location, design and method of waste storage and removal including recycled materials, for all uses on-site, shall be submitted to and approved by the local planning authority in writing. The facility as approved shall be provided prior to the first occupation of any of the new units and permanently retained thereafter.

Reason: To ensure that sufficient provision for the storage and collection of waste has been made in accordance with the requirements of

- 14 Prior to the occupation of the development, details of secure and covered cycle storage area for 283 cycles shall be submitted to and approved by the local planning authority. The approved facilities shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T1 of the London Borough of Camden Local Plan 2017.

- 15 The development hereby approved shall achieve a maximum internal water use of 105litres/person/day, allowing 5 litres/person/day for external water use. Prior to occupation, evidence demonstrating that this has been achieved shall be submitted and approved by the Local Planning Authority.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with policies CC1, CC2 and CC3 of the Camden Local Plan June 2017.

- 16 All units hereby approved shall be designed and constructed in accordance with Building Regulations Part M4 (2) with at least 10% designed and constructed in accordance with Building Regulations Part M4 (3) adaptable.

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy H6 of the Camden Local Plan June 2017.

- 17 All external doorways, except for fire doors or for access to utilities, should not open outwards towards the public highway/footway/pedestrian route through the site. The proposed doors must either open inwards or have a sliding door so they do not restrict the flow of pedestrians or risk being opened onto those passing by.

Reason: In order to enhance the free flow of pedestrian movement and promote highway safety and amenity in accordance with policies D1 and T1 of the Camden Local Plan June 2017.

- 18 Before the development commences, details of the location, design and method of waste storage and removal including recycled materials, shall be submitted to and approved by the local planning authority in writing. The facility as approved shall be provided prior to the first occupation of any of the new units and permanently retained thereafter.

Reason: To ensure that sufficient provision for the storage and collection of waste has

been made in accordance with the requirements of policy CC5, A1, A4 and TC4 [if A3/A4/A5 use] of the London Borough of Camden Local Plan 2017.

- 19 All non-Road mobile Machinery (any mobile machine, item of transportable industrial equipment, or vehicle - with or without bodywork) of net power between 37kW and 560kW used on the site for the entirety of the [demolition and/construction] phase of the development hereby approved shall be required to meet Stage IIIA of EU Directive 97/68/EC. The site shall be registered on the NRMM register for the [demolition and/construction] phase of the development.

Reason: To safeguard the amenities of the adjoining occupiers, the area generally and contribution of developments to the air quality of the borough in accordance with the requirements of policies CC1, CC2 and CC4 of the Camden Local Plan 2017.

- 20 At least 28 days before development commences:

(a) a written programme of ground investigation for the presence of soil and groundwater contamination and landfill gas shall be submitted to and approved by the local planning authority; and

(b) following the approval detailed in paragraph (a), an investigation shall be carried out in accordance with the approved programme and the results and a written scheme of remediation measures [if necessary] shall be submitted to and approved by the local planning authority. The remediation measures shall be implemented strictly in accordance with the approved scheme and a written report detailing the remediation shall be submitted to and approved by the local planning authority prior to occupation.

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 A1 of the Camden Local Plan 2017.

- 21 Prior to the occupation of the development, details shall be submitted to and approved in writing by the Council, of an enhanced sound insulation value $D_{nT,w}$ and $L'_{nT,w}$ of at least 5dB above the Building Regulations value, for the floor/ceiling/wall structures separating different types of rooms/ uses in adjoining dwellings, namely [eg. living room and kitchen above bedroom of separate dwelling]. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To safeguard the amenities of the prospective residential occupiers of the development and the area generally in accordance with the requirements of policies G1, D1 and A1 of the Camden Local Plan 2017.

- 22 Prior to the occupation of the development, details shall be submitted to and approved in writing by the Council, of the sound insulation of the floor/ ceiling/ walls separating the commercial part(s) of the premises from noise sensitive premises. Details shall demonstrate that the sound insulation value $D_{nT,w}$ and $L'_{nT,w}$ is enhanced by at least 10dB above the Building Regulations value and, where necessary, additional mitigation measures are implemented to contain commercial noise within the commercial premises and to achieve the criteria of BS8233:2014 within noise sensitive premises. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To safeguard the amenities of the prospective residential occupiers of the development and the area generally in accordance with the requirements of policies A1 and A4 of the Camden Local Plan 2017.

- 23 Prior to commencement of the any plant equipment, full details (including plans, elevations, manufacturers specification and sections) of the proposed plant equipment and compounds shall be submitted to and approved by the local planning authority prior to that element of work. The details shall include details of the external noise level emitted from plant/machinery/equipment and mitigation measures as appropriate. The measures shall ensure that the external noise level emitted from plant, machinery/equipment will be lower than the lowest existing background noise level by at least 5dBA, by 10dBA where the source is tonal, as assessed according to BS4142:2014 at the nearest and/or most affected noise sensitive premises, with all machinery operating together at maximum capacity. A post installation noise assessment shall be carried out where required to confirm compliance with the noise criteria and additional steps to mitigate noise shall be taken, as necessary. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To safeguard the amenities of occupiers of the proposed use, adjoining premises and the area generally in accordance with the requirements of policies A1 and A4 of the Camden Local Plan 2017.

- 24 During any internal or external demolition of buildings or any site clearance, a precautionary measure is required that all contractors are aware of potential roosting bats and that external features such as roof tiles and other features which may support bats (i.e. areas with cracks or holes providing access routes for bats) should be removed by hand. There is a required formalisation of a protocol as to the steps to be taken in the event that a bat or bats is/are found during the demolition works. Should bats or their roosts be identified then works must cease and the applicant will be required to apply for, and obtain, a European Protected Species Licence and submit proof of this to the authority before work recommences. Additionally they will be required to submit a method statement detailing features to be retained and added to site to maintain and replace roost and foraging features on the site.

Reason: In order to ensure the development safeguards protected and priority species in accordance with policy A3 of the Camden Local Plan 2017.

- 25 The demolition of buildings or any site clearance should be undertaken outside the breeding bird season (i.e. it should be undertaken in the period September to January inclusive). Should it prove necessary to undertake demolition or clearance works during the bird nesting season, then a pre-works check for nesting birds should be undertaken by a qualified ecologist. If any active nests are found, works should cease and an appropriate buffer zone should be established (the qualified ecologist would advise). This buffer zone should be left intact until it has been confirmed that the young have fledged and the nest is no longer in use.

Reason: In order to ensure the development safeguards protected and priority species in accordance with policy A3 of the Camden Local Plan 2017.

- 26 Prior to the occupation of the development, a detailed submission of any additional biodiversity enhancement features such as bat bricks or boxes, bird boxes or bug boxes is required to be submitted and approved by the local planning authority. This is to include designs and location details of these biodiversity enhancement features.

Reason: To assess the development's ability to realise benefits for biodiversity through the layout, design and materials used, in accordance with policies G1, CC1, CC2, CC3, D1 and A3 of the London Borough of Camden Local Plan June 2017.

- 27 Prior to occupation of the development, a lighting statement showing detailed lighting including lux and proposed projections of the external areas is required, especially for the terraces, shall be submitted to and approved in writing by the Council. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To safeguard and protect priority species in accordance with policy A3 of the Camden Local Plan 2017.

- 28 Prior to solar panels and system being implemented, detailed plans showing the location and extent of photovoltaic cells and solar thermal system to be installed on the building shall be submitted to and approved by the local planning authority in writing. The measures shall include the installation of a meter to monitor the energy output from the approved renewable energy systems. The cells shall be installed in full accordance with the details approved by the Local Planning Authority and permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate on-site renewable energy facilities in accordance with the requirements of policy CC1 of the London Borough of Camden Local Plan.

- 29 Full details in respect of the green roof in the area indicated on the approved roof plan shall be submitted to and approved by the local planning authority before the relevant part of the development commences. Details of the green roof provided shall include: species, planting density, substrate and a section at scale 1:20 showing that adequate depth is available in terms of the construction and long term viability of the green roof, as well as details of the maintenance programme for green roof. The

buildings shall not be occupied until the approved details have been implemented and these works shall be permanently retained and maintained thereafter.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies A3, CC2, and CC3 of the London Borough of Camden Local Plan 2017.

- 30 Air quality monitoring should be implemented on site. No development shall take place until full details of the air quality monitors have been submitted to and approved by the local planning authority in writing. Such details shall include the location, number and specification of the monitors, including evidence of the fact that they have been installed in line with guidance outlined in the GLA's Control of Dust and Emissions during Construction and Demolition Supplementary Planning Guidance and have been in place for 3 months prior to the proposed implementation date. The monitors shall be retained and maintained on site for the duration of the development in accordance with the details thus approved.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies A1, CC1, CC2 and CC3 of the Camden Local Plan 2017.

- 31 Prior to occupation of the development, full details of the mechanical ventilation system including air inlet locations and details of NOx filters (where necessary) shall be submitted to and approved by the local planning authority in writing. Air inlet locations should be located away from busy roads and the boiler stack and as close to roof level as possible, to protect internal air quality. The development shall thereafter be constructed and maintained in accordance with the approved details.

Reason: To protect the amenity of residents in accordance with policies A1, CC1, CC2 and CC3 of the Camden Local Plan 2017.

- 32 Sustainable urban drainage:

A) Prior to commencement of development details of a sustainable urban drainage system shall be submitted to and approved in writing by the local planning authority. Such system shall be designed to accommodate all storms up to and including a 1:100 year storm with a 30% provision for climate change, and shall demonstrate that greenfield run off rates (5l/s) will be achieved (unless otherwise agreed). The system shall include green and brown roofs and below ground attenuation, as stated in the approved drawings.

B) Prior to occupation of the development, evidence that the sustainable drainage system has been implemented in accordance with the approved details shall be submitted to the local planning authority and approved in writing. The systems shall thereafter be retained and maintained in accordance with the approved maintenance plan.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with policies CC1, CC2 and CC3 of the Camden Local Plan June 2017.

- 33 The servicing strategy of the approved development shall be undertaken in accordance with the details within the Delivery and Servicing Management Plan (ref: JDF/JLLS/16/3476/TN01) dated June 2017. Servicing for the commercial uses will be conducted from Drummond Street, making use of off-street servicing bays, with the basement being utilised for smaller deliveries. Residential deliveries will be undertaken from the existing loading bay on Hampstead Road, with an overflow area on William Street

Reason: To avoid obstruction of the surrounding streets and to safeguard amenities of adjacent premises in accordance with the requirements of policies A1 and T4 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 You are advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation.
- 2 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 3 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 4 You are advised that the appropriate standards for tree work are set out in BS 3998: 2010. 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.
- 5 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. You are advised to consult the Council's Noise and Licensing Enforcement Team, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (Tel. No. 020 7974 4444 or search for 'environmental health' on the Camden website 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.

- 6 You are advised that Section 44 of the Deregulation Act 2015 [which amended the Greater London Council (General Powers) Act 1973]] only permits short term letting of residential premises in London for up to 90 days per calendar year. The person who provides the accommodation must be liable for council tax in respect of the premises, ensuring that the relaxation applies to residential, and not commercial, premises.
- 7 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. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 8 A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. We would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 02035779483 or by emailing wwqriskmanagement@thameswater.co.uk. Application forms should be completed on line via www.thameswater.co.uk/wastewaterquality.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Supporting Communities Directorate

Executive Director Supporting Communities

**THE THIRD SCHEDULE
PLAN OF THE PROPERTY**



THE FOURTH SCHEDULE

THE TRAVEL PLAN

PART I: Components of the Travel Plan

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

The National Planning Policy Framework states that... *"All developments which generate significant amounts of movement should be required to provide a Travel Plan."*

For further advice on developing a Travel Plan see the Transport for London's travel plan guidance website:

<http://www.tfl.gov.uk/info-for/urban-planning-and-construction/travel-plans>

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

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

1. Public Transport and walking

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

2. Taxis and Minicabs

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

3. Traffic Restraint

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

4. On-Street Parking Controls

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

5. Parking and Travel

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

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

6. Traffic Management

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

7. Cycling

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

- (a) secure and well-lit workplace cycle parking

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

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

8. Facilities for Goods Movement and Servicing

A Servicing Management Plan for the site must seek to:

- (a) identify the number and type of servicing vehicles required for the Property;
- (b) Limit the size of vehicle where a larger vehicle will create servicing conflicts;
- (c) Manage the timing of deliveries to avoid conflict with other servicing vehicles, conflict with loading or parking restrictions in the area or conflict with heavy pedestrian or traffic flows

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

PART II: Review and Monitoring of the Travel Plan

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

1. Review the Property's Transport Accessibility

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

2. Consultation with occupiers

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

3. User Consultation and Travel Surveys

This stage will be based around consultation. It will be extremely important to secure the support of occupiers and users of the Development if the Plan is to succeed.

This stage will include occupier and user travel surveys to examine the use of existing modes of travel, attitudes towards sustainable modes of transport and the most effective measures to promote sustainable transport for commuting journeys and business journeys. The Owner will consult with the Council at this stage.

4. Implementation

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

5. Monitor and Review

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



THE FIFTH SCHEDULE

LOCAL PROCUREMENT CODE

1. INTRODUCTION

The use of local procurement agreements is a useful tool in helping the Council to improve economic prosperity and diversity in the local area which is a key aim of the Camden Community Strategy and the Local Development Framework (adopted July 2017). The sourcing of goods and services locally will also help to achieve a more sustainable pattern of land use and reduce the need to travel. The use of section 106 Agreements attached to the grant of planning permission will be used as a mechanism to secure appropriate levels of local procurement of goods and services.

A fuller explanation of the policy background and the justification for the use of local procurement agreements and when they will be required is contained within Section 30 of the Camden Planning Guidance (adopted July 2015) which can be viewed on the Council's web site. This document is in line with the objectives of other organizations such as the London Development Agency and Government Office for London.

The purpose of this code is to maximise the opportunities available to Local Businesses in Camden from larger property developments taking place in Camden both during and after the Construction Phase. The local procurement code describes how the Owner in partnership with Camden Labour Market & Economy Service will ensure that Local Businesses benefit directly from the opportunities arising from both the Construction Phase of the Development and the end use of the Property.

The requirements of the local procurement code apply to the Owner, main contractor and subcontractors appointed by them as well as tenants subsequently occupying the building. The code is designed to support Owner s and contractors in fulfilling their commitments to the planning agreements by clarifying what is required from the outset. Although the wording is emphatic, Camden Labour Market & Economy Service seeks to work in partnership with contractors to assist them in meeting specifications and in finding suitable local companies. They will provide a regularly updated pre-screened directory of local companies in construction, fitting-out and furnishing trades in support of local procurement agreements.

2. MAIN REQUIREMENTS OF THE CODE

A. CONSTRUCTION.

We will request that the Owner meets with London Borough of Camden's Labour Market & Economy Service's Local Procurement Team ("the Local Procurement Team") at least 1 month in advance of tendering contracts to clarify how the local procurement code will work and the co-operation required from the Owner , main contractor and subcontractors.

The Council will seek to ensure that the Owner inserts the following clauses in the tender documentation issued to the main contractor:

2.1 Actions & Responsibilities of Main Contractor

1. The main contractor will provide the Local Procurement Team with information on the estimated timing of their procurement programme and a schedule of works packages to be let ("the Procurement Schedule") and to provide updates of the Procurement Schedule as and when it is updated or revised.
2. The main contractor will work with the Local Procurement Team to: include local companies on their tender lists wherever possible and to aim to achieve the procurement of construction contracts and goods and services from companies and organisations based in Camden towards a target of 10% of the total value of the construction contract.
3. The main contractor is required to provide regular monitoring information to the Local Procurement Team every six to eight weeks during the Construction Phase, via e-mail, phone, fax or liaison meeting providing details of:
 - all local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package or items concerned;
 - the outcome of all works packages tendered, where there is a local company on the tender list, stating whether the local company was unsuccessful, successful or declined to tender and the contract value in the case of a contract being awarded to a local company.
 - All local wholesalers and building materials suppliers which are asked to provide prices and the value of any purchases of materials and other wholesaler supplies procured.

(The Local Procurement Team can provide a pro forma local procurement log to assist in the monitoring process)

Full contact details of all subcontractors appointed (whether local or from elsewhere)

4. The main contractor should include a written statement in the tender documentation sent out to sub contractors informing them of their s106 requirement obligations as set out in section 2.2 below and ensure cooperation is agreed as a prerequisite to accepting sub contract tenders
5. The main contractor should provide an opportunity for the Local Procurement Team to brief subcontractors on the requirements of the Local Procurement code.
6. The main contractor will identify any actions that are required in order to overcome known barriers to Local Businesses to accessing their supply chain in respect of the Construction Phase.

2.2 Actions And Responsibilities of Sub-Contractors

1. All sub-contractors appointed will be required to work with the Local Procurement Team and to aim to achieve the procurement of construction goods and services from companies and organisations based in Camden towards a target of 10% of the total value of their construction sub-contract. (A regularly updated sub-directory of local suppliers will be supplied to subcontractors by the Local Procurement Team).
2. All subcontractors are required to provide regular monitoring information either to the main contractor or directly to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of :
 - All local wholesalers and building materials suppliers which are asked to provide prices and the value of any subsequent purchases of materials and other wholesaler supplies procured.
 - All local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package concerned and the outcome of all sub-contracts tendered.

B. POST CONSTRUCTION: FITTING OUT BY TENANTS AND FACILITIES MANAGEMENT

Fitting out by tenants

Where the tenants of a development are responsible for fitting out the building(s), we will require the Owner s to inform them that they also fall under the provisions of this s106 on local procurement and provide guidance in writing to their tenants setting out the above clauses contained in section 2 above, which will apply to them as the Owner , their main contractor and subcontractors.

Facilities Management

The Owner and their agents shall provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

The Council will assist the Owner, occupier and their contractors in identifying suitable local companies to bid for facilities management contracts and to source local goods and services.

THE SIXTH SCHEDULE
AFFORDABLE HOUSING UNITS

THE
FEDERAL BUREAU OF INVESTIGATION
UNITED STATES DEPARTMENT OF JUSTICE

[Faint, illegible text covering the majority of the page, likely bleed-through from the reverse side.]

THE SEVENTH SCHEDULE

POST CONSTRUCTION VIABILITY ASSESSMENT AGREED ASSUMPTIONS

Heads of Costs	Agreed Assumption Value
Professional Fees	10% of Construction Costs
CIL	£538,197.00
Marketing	1.50% of Construction Costs
Sales Agents Fees	1.50% of Construction Costs
Sales Legal Fees	0.50% of Construction Costs
Letting Agents Fee	10% of Construction Costs
Letting Legal Fees	5% of Construction Costs
Finance Costs	6.50% of Construction Costs

