

DATED 17<sup>TH</sup> JANUARY 2019

**(1) HATTON GARDEN BID LIMITED**

and

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

**A G R E E M E N T**

**relating to land adjacent to 25-27 Farringdon Road (Corner of Greville St), London  
EC1M 3HA**

**pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended);  
Section 111 of the Local Government Act 1972; and  
Section 278 of the Highways Act 1980**

Andrew Maughan  
Borough Solicitor  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

Tel: 020 7974 6007

JL/Legal/1800.894  
vFINAL

THIS AGREEMENT is made the 17<sup>th</sup> day of January 2019

**B E T W E E N:**

- i. **HATTON GARDEN BID LIMITED** (Co. Regn. No. 09338814) whose registered office is at 31-35 Kirby Street London EC1N 8TE (hereinafter called "the Developer") of the first part
- ii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth part

1. **WHEREAS**

- 1.1 The Council is the Highway Authority for the Site which is a highway maintainable at the public expense.
- 1.2 A planning application for the Development of the Site was submitted to the Council and validated on 20 June 2018 and the Council resolved to grant permission conditionally under reference number 2017/6773/P subject to conclusion of this legal Agreement.
- 1.3 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes Section 111 of the Local Government Act 1972 and Section 1(1) of the Localism Act 2011 for the area in which the Site is situated and considers it expedient in the interests of the proper planning of its area that the development of the Site should be restricted or regulated in accordance with this Agreement.
- 1.4 As local highway authority the Council considers the Highways Works to be carried out pursuant to this Section 278 Agreement to be in the public benefit.
- 1.5 For that purpose the Developer is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act and Section 278 of the Highways Act 1980.

## 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	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.3	"the Development"	the erection of free-standing gateway signage totem promoting Hatton Garden area as shown on drawing numbers Site Location Plan, 179-MAY-001-A (Dated 30/07/2018), MAY-HTN-0179-DWG-001 (Rev. P03)
2.4	"Final Certificate"	the certificate issued under Clause 4.3.1
2.5	"the Highway"	any carriageway and footway adjoining the Site maintainable at public expense
2.6	"the Highways Contribution"	<p>the sum of £850 (eight hundred and fifty pounds) to be paid by the Developer to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt towards its costs and expenses incurred for the following:-</p> <ul style="list-style-type: none"> <li>a) approving the Highways Specification;</li> <li>b) supervising and inspecting the Highway Works;</li> <li>c) repairing any damage to the highway after</li> </ul>

		<p>completion of the Highway Works</p> <p>d) security for the post-completion maintenance obligations of the Developer relating to 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 excludes any statutory undertakers costs</p>
2.7	"Highway Works"	<p>the works to the Highway to carry out the installation of gateway signage pursuant to the Development and making good the Highway including any works which are required as a consequence of any consents licences or permission required to carry out the works by the Council or Transport for London or are otherwise required as a consequence of the works</p>
2.8	"Highways Specification"	<p>the detailed drawings specifications and programme for the Highway Works, taking into account relevant plans / information in relation to the location of statutory apparatus, and including a wind assessment and any other assessment reasonably required by the Council to ensure that the signage is:</p> <ul style="list-style-type: none"> <li>a) structurally sound;</li> <li>b) erected on a suitable foundation</li> <li>c) can take a strong force impacting it, such as a car; and</li> <li>d) can withstand strong winds</li> </ul> <p>together with such amendments as the Council may agree in writing from time to time</p>

2.9	"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 and references to "Implementation" and "Implement" shall be construed accordingly
2.10	"the Parties"	mean the Council and the Developer
2.11	"the Planning Application"	a planning application in respect of the Development of the Site submitted to the Council and validated on 20 June 2018 for which a resolution to grant permission has been passed conditionally under reference number 2017/6773/P subject to conclusion of this Agreement
2.12	"Planning Obligations Monitoring Officer"	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to Section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
2.13	"the Planning Permission"	a planning permission granted pursuant to the Planning Permission for the Development substantially in the draft form annexed hereto
2.14	"the Site"	the land adjacent to 25-27 Farringdon Road (Corner of Greville St), London EC1M 3HA the same as shown shaded grey on the plan annexed hereto

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 278 of the Highways Act 1980 Section 111 of the Local Government Act 1972 and Section 1(1) of the Localism Act 2011 and shall be enforceable by the Council against the Developer as provided herein and against any person deriving title to any part of the Development of the Site from the Developer and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6 and 7 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 Developer 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 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.

#### **4. OBLIGATIONS OF THE DEVELOPER**

The Developer hereby covenants with the Council as follows:-

##### **4.1 THE HIGHWAY WORKS**

###### **4.1.1 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 Highways Specifications for approval.

###### **4.1.2 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 Highways Specifications as demonstrated by written notice to that effect.

**4.1.3 Before Implementation and at no expense to the Council the Developer shall obtain relevant plans and/or information in relation to the location of statutory apparatus and obtain such consents, licences or permissions as may be required for the purposes of carrying out the Highway Works and having obtained such consents, licences or permissions shall comply with the terms of the same in carrying out the Highway Works.**

**4.1.4 To commence and thereafter diligently carry out and complete the Highway Works in a good and workmanlike manner in accordance with the Specification and the terms of this Agreement and in compliance with all relevant British Standards, codes of practice and good building practice to the Council's reasonable satisfaction as evidenced by the issue of the Final Certificate.**

**4.1.5 At all times during the carrying out of the Highway Works (but without prejudice to the obligation to carry out the Highway Works) to use reasonable endeavours not to prevent the free movement of traffic along the Highway unless a temporary closing order has been obtained under the Road Traffic Regulation Act 1984 or other statutory provisions.**

##### **4.2 CERTIFICATION OF THE HIGHWAY WORKS**

**4.2.1 On completion of the Development the Developer shall commission the preparation and completion of a Stage 3 Safety Audit Report and provide the Council with a copy and shall carry out and complete at its own expense any additional works, alterations**

or amendments to the Highway Works reasonably required by the Council within such reasonable period as the Council shall allow

4.2.2 When the Highway Works have been completed in accordance with the provisions of this Agreement to the Council's reasonable satisfaction the Council shall issue the Final Certificate to that effect.

4.2.3 On the issue of the Final Certificate the Council shall issue the Developer a certificate specifying the reasonable and proper sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

4.2.4 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.

### **4.3 MAINTAINENCE OF THE HIGHWAY WORKS**

4.3.1 The Developer shall at its own expense maintain the Development in good and substantial repair and in the event of non-compliance with this obligation shall forthwith take any steps required by the Council to remedy such non-compliance.

4.3.2 The Developer shall as soon as practicable reinstate and make good any defects or damage to the Development due to faulty survey, design, materials or workmanship which may have arisen or be discovered whether following an inspection by the Council or otherwise to the reasonable satisfaction of the Council as demonstrated by written notice to that effect.

4.3.3 The Developer shall within 12 months of issue of the Final Certificate commission the preparation and completion of a Stage 4 Safety Audit Report and provide the Council with a copy and shall carry out and complete at its own cost any additional works, alterations or amendments to the Highway Works reasonably required by the Council as a result of the Stage 4 Safety Audit Report within such reasonable period as the Council shall allow.

4.3.4 If the Developer fails to carry out or complete or maintain the Development or Highway Works in accordance with the Developer's obligations under this



Agreement, the Council after giving not less than 20 Working Days written notice or (in the event of there being a significant danger to users of the Highway such lesser period as may be reasonable in the circumstances), to the Developer, shall be entitled to carry out the required works in default, using the Council's own employees, or by contractors or otherwise and to recover from the Developer the cost of carrying out or completing the Highway Works as certified by the Council.

4.3.5 In the event that the Development is no longer required the Developer shall remove all structures fixtures and fittings and ensure that the Highway is restored to its former condition prior to the Implementation of the Development.

#### **4.4 INDEMNITY**

4.4.1 The Developer declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council from and against all actions, costs, claims, demands, charges and expenses whatsoever:-

(a) arising or which may arise out of or be incidental to the execution of the Highway Works by the Developer and thereafter the use of the Highway Works in perpetuity; and

(b) arising or which may arise out of the Developer's failure to comply with any consents, licences or permissions obtained for the carrying out of the Highway Works

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.

4.4.2 the Developer shall maintain sufficient public liability insurance in the Developer's own name to cover claims for injury to, or death of, any person or loss or damage to any real or personal property arising out of the execution and use of the Development and shall ensure that the Council's interests under this Agreement are endorsed on the insurance policy.

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

- 5.1 The Developer shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Planning Permission has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Developer shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting the Planning Permission reference 2017/6773/P the date upon which the Development is completed.
- 5.3 The Developer 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 Developer shall comply with any reasonable requests of the Council to have access to any part of the Site or any requests to provide documentation within the Developer's possession (at the Developer's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Council without prejudice to its statutory powers and duties give to the Developer licence to enter and to remain, with or without workmen, plant and machinery, upon so much of the Highway under the Council's control as the Council shall agree in writing is reasonably necessary for the Developer to carry out its obligations under this Agreement and it is agreed and declared that such licence issued in accordance herewith extends to breaking open (subject where appropriate to making good on its surface) and, without limitation to the other provisions of this Agreement, carrying out works in on or under the Highway.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall provide through its Planning Obligations Monitoring Officer confirmation of compliance and if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation shall provide through its Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.

- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Developer 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 2017/6773/P.
- 5.7 Payment of the Highways Contribution pursuant to Clause 4 of this Agreement shall be made by the Developer to the Council sending the full amount via electronic transfer (where practicable). The Developer 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 2017/6773/P. Electronic Transfer be made directly to the National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Developer.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AllRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that

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

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

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

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the Planning Permission reference number 2017/6773/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

6.2 This Agreement shall be registered as a Local Land Charge.

6.3 The Developer agrees to pay the Council its proper and reasonable legal costs a incurred in preparing this Agreement and its monitoring fees on or prior to the date of completion of the Agreement.

6.4 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

6.5 The Developer shall not, without the written consent of the Council, such consent not to be unreasonably withheld or delayed, have the right to assign or transfer the benefit of this Agreement or any part of it.

- 6.6 The Developer shall procure from any assignee or transferee referred to in clause 6.5 a covenant for the benefit of the Council (as the case may be) to the effect that the assignee or transferee shall comply with the obligations of the Developer contained in this Agreement and on production of such covenant to the Council the Developer shall automatically be released from all obligations under this Agreement but without prejudice to liability for any breach committed prior to the production of the covenant.
- 6.7 Neither the Developer 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 Development but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.8 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.9 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.

7. **RIGHTS OF THIRD PARTIES**

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

**IN WITNESS** whereof the Council has caused its Common Seal to be hereunto affixed and the Developer has executed this instrument as their Deed the day and year first before written

**EXECUTED AS A DEED BY** )  
**HATTON GARDEN BID LIMITED** )  
**acting by a Director and its Secretary** )  
**or by two Directors** )



**Director**



**Director/Secretary**

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



**Authorised Signatory**





Mr Sackley  
31-35 Kirby Street  
London  
EC1N 8TE

Application Ref: **2017/6773/P**

Dear Sir/Madam

**DRAFT**  
**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:  
**Adj. 25-27 Farringdon Road (Corner of Greville St)**  
London  
**EC1M 3HA**

Proposal:  
Erection of free-standing gateway signage totem promoting Hatton Garden area.  
Drawing Nos: Site Location Plan, 179-MAY-001-A (Dated 30/07/2018), MAY-HTN-0179-  
DWG-001 (Rev. P03)

**DECISION**  
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 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

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 London Borough of Camden Local Plan 2017.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans: Docs: Site Location Plan, 179-MAY-001-A (Dated 30/07/2018), MAY-HTN-0179-DWG-001 (Rev. P03).

Reason:

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

Informative(s):

- 1 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).
- 2 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.
- 3 Reasons for granting permission (1 of 2)



The proposed totem sign would be 4m high, with a diameter of 450mm at the base and a maximum width of 600mm at the top where the gateway signage is displayed. Its height would be similar to other street furniture including lamp columns and street trees. The simple design and transparent background around the letters will reduce the sign's visual dominance on the streetscene and prevent it from competing architecturally with other buildings along the street. The matte bronze colour would be sympathetic to the dark coloured palette of neighbouring buildings. The silver coloured letters will add visual interest to the sign which evokes the area's heritage as a jewellery production and retail centre and the character.

The sign would be sited adjacent to 25-27 Farringdon Road, which is Grade II Listed. The building is a dark structure with complicated modelling. The dark colour and matt finish of the sign's structure and the transparency of the gateway signage will ensure that the sign is broadly sympathetic to the setting of the listed building. It is furthermore noted that the sign would be placed on a relatively commercial street. Nevertheless, the placement of the sign next to an otherwise unobscured elevation would be considered to result in less than substantial harm to the building's setting.

The sign will improve pedestrian orientation and wayfinding between Farringdon Station and Hatton Garden. It will be set 450mm from the kerb edge and from the tactile pavement at the crossing of the Cycle Superhighway to the north. The signage at the top would be placed 2m above ground, minimising its incursion onto the footway and allow the retention of 2.6m of effective footway width to the south of Greville Street. (It is noted that opposite pavement has been recently widened as part of broader public realm works in the area). As such, the sign is considered to improve the quality of the public realm and pedestrian environment, while maintaining acceptable levels of pedestrian comfort. It would be acceptable in transport terms subject to a separate legal agreement with specific regards to highways structural approvals, applicant acceptance of third party liability, ongoing maintenance, and contribution to reinstate pavement damage during erection.

The improvements to pedestrian orientation and wayfinding described above will further support the viability of continued jewellery employment uses and the vitality of the Hatton Garden Specialist Shopping Area.

The Council has attached considerable importance and weight to the harm arising to both the conservation area and the neighbouring listed building, given the duty of the Council to pay special attention to the desirability of preserving or enhancing the character or appearance of the conservation area under s.72 of the Planning (Listed Buildings and Conservation Areas) Act 1990 as amended, and to give special regard to the desirability of preserving the adjacent listed building or its setting or any features of special architectural or historic interest which it possesses, under s.66 of the Planning (Listed Buildings and Conservation Areas) Act 1990 as amended. In terms of the NPPF, the harm to the conservation area and to the setting of the adjacent listed building would be less than substantial. That being the case, paragraph 134 advises that the harm should be weighed against the public benefits of the proposal, including securing optimal viable use.

In this instance, the council would consider that the substantial public benefit provided by the development in terms of enhancing the pedestrian environment and contributing to the viability and vitality of the Hatton Garden Specialist Shopping Area would significantly outweigh the less than substantial harm to the Listed Building and Conservation Area. As such, the scheme is considered acceptable in heritage terms.

4 Reasons for granting permission (2 of 2)

No responses have been received to the consultation. The planning history of the site has been taken into account in making this decision.

As such, the proposed gateway sign would be in accordance with Policies D1, D2, T1, E1 and TC2 of the London Borough of Camden Local Plan 2017 and the Hatton Garden Conservation Area Appraisal and Management Strategy 2017. It would also be in general accordance with the London Plan 2016 and the National Planning Policy Framework 2018.

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

**DECISION**







DATED 17<sup>TH</sup> JANUARY 2019

**(1) HATTON GARDEN BID LIMITED**

and

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

**A G R E E M E N T**

**relating to land adjacent to 25-27 Farringdon Road (Corner of Greville St), London  
EC1M 3HA**

**pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended);  
Section 111 of the Local Government Act 1972; and  
Section 278 of the Highways Act 1980**

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