

DATED

3 April

2020

(1) 45 NEW COMPTON STREET IMPROVEMENT COMPANY LIMITED

and

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

A G R E E M E N T

relating to land known as

45 New Compton Street, London WC2H 8DF

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;

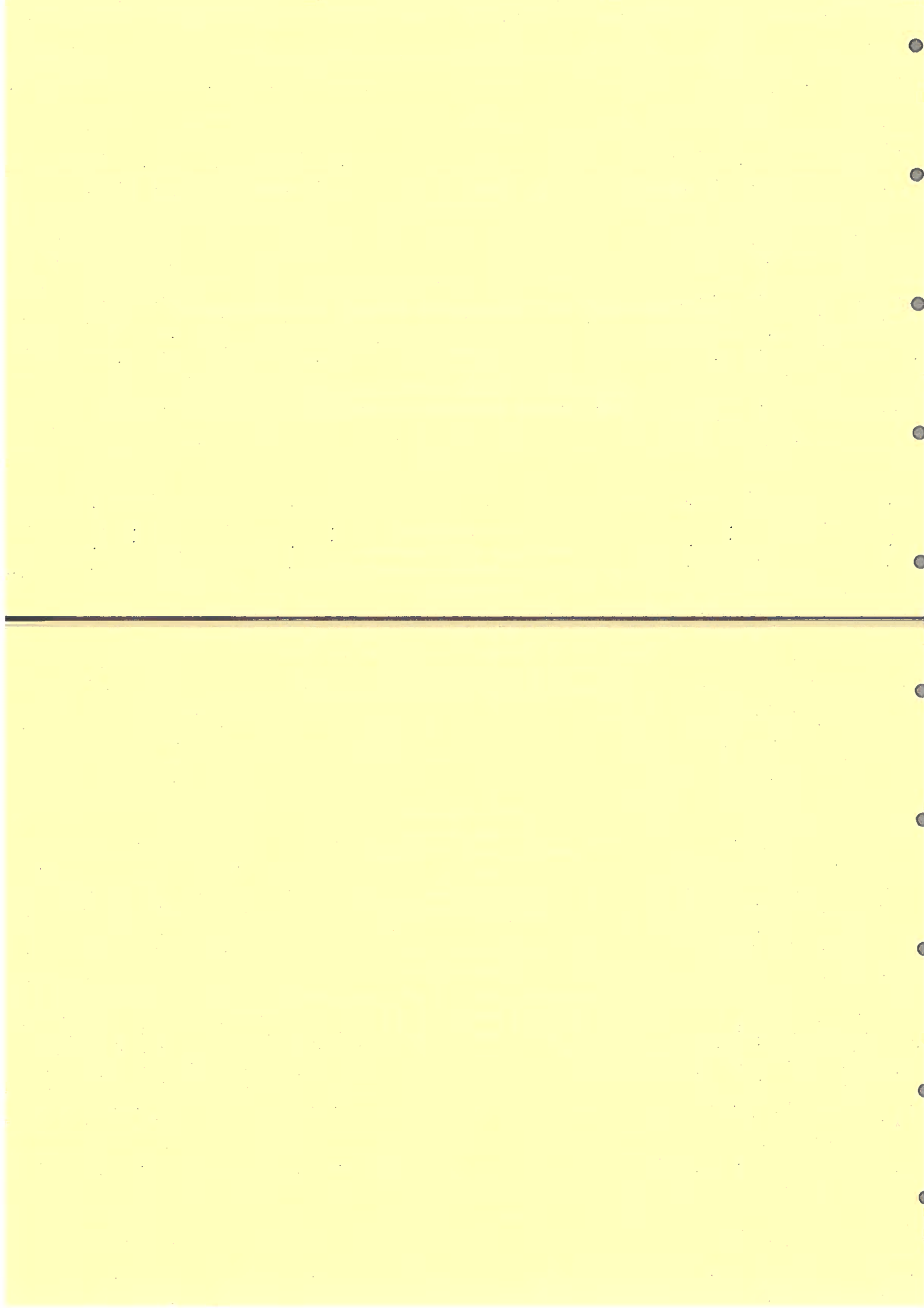
Section 111 of the Local Government Act 1972;

Section 1(1) of the Localism Act 2011; 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 4125
CLS/COM/OO.1800.980



THIS AGREEMENT is made the 3rd day of April 2020

B E T W E E N:

A. **45 NEW COMPTON STREET IMPROVEMENT COMPANY LIMITED** (Co. Regn. No. 07726994) whose registered office is at Flat 25 45 New Compton Street, London, WC2H 8DF (hereinafter called "the Owner") of the first part

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

1. **WHEREAS**

1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL818983.

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 23 April 2018 and the Council resolved to grant permission conditionally under reference number 2018/1890/P subject to the conclusion of this legal 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 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.

1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. **DEFINITIONS**

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "Affordable Housing" low cost 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 Contribution" the sum of £299,768 (two hundred ninety-nine thousand seven hundred and sixty-eight 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
- 2.4 "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 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 a Business Parking Bay

- 2.7 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
- 2.8 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking 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):-
- (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 building out of the Development;
 - (ii) proposals to ensure there are no adverse effects on the conservation area features;
 - (iii) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
 - (iv) 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);

- (v) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vi) 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

2.9 "the Construction Management Plan Implementation Support Contribution" the sum of £3,136 (three thousand one hundred and thirty-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 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

2.10 "the Construction Phase" the whole period between

- (i) the Implementation Date and
- (ii) the date of issue of the Certificate of Practical Completion

2.11 "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

2.12 "the Development" infill of existing undercroft carpark to create 5 new Class C3 flats (1x 2-bed; 4x 1-bed) and 104 sqm of Class B1 office space fronting New Compton Street; erection of single storey 2-bed Class C3 dwelling house on side open parking area; erection of single storey roof extension on main block to provide 3 new Class C3 flats (1x 3-bed; 2x 2-bed) including associated lift shaft extension to front elevation; installation of plant at ground floor and main roof levels. as

shown on drawing numbers:- 1720-L-001; 1720-L-010; 1720-L-011; 1720-L-016; 1720-L-019; 1720-L-020; 1720-L-021; 1720-L-022; 1720-L-024; 1720-L-030; 1720-L-031; 1720-L-110H; 1720-L-111E; 1720-L-112C; 1720-L-116C; 1720-L-117E; 1720-L-119C; 1720-L-120D; 1720-L-121A; 1720-L-122C; 1720-L-123A 1720-L-124A; 1720-L-130B; 1720-L-131B; 1720-L-132A; 1720-L-150; Planning and Design & Access Statement (Rev A, July 2018); Internal Daylight Assessment (dated April 2018); Landscape Design Package (prepared by London Garden Designer, dated July 2018); Noise Impact Assessment (prepared by Venta Acoustic, dated 11 October 2018); Sustainability Statement (prepared by Planning for Sustainability, dated October 2018); Energy Statement (prepared by Planning for Sustainability, dated October 2018); Arboricultural Impact Assessment (prepared by Skerratt, dated 14.03.2018)

2.13 "the Energy Efficiency and Renewable Energy Plan"

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:-

- (a) the incorporation of the measures set out in the submission document entitled Energy Statement and dated October 2018 by Planning for Sustainability to achieve a 22.4% reduction in CO2 emissions beyond the Part L 2013 baseline for the residential parts of the Development;
- (b) further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 40.14% in carbon emissions in

relation to the Property using a combination of complementary low and zero carbon technologies;

- (c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- (d) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- (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:
 - 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 where connection to the DHN would be made.
 - Provision of contact details of the person(s) responsible for the development's energy provision for the purpose of engagement over future connection to a network.
- (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) 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;

- (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
- (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

2.14 "the Highways Contribution"

the sum of £5,000 (five 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 carrying out of works to the public highway and associated measures in the vicinity of the Property and as are required due to the Development ("the Highways Works") these to include costs associated with the following:-

- (a) to repair any construction damage to transport infrastructure or landscaping and reinstate all affected transport network links and road and footway surfaces; and

(b) any other works the Council acting reasonably considers necessary as a direct result of the Development

all works will be subject to final measure 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

- 2.15 "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
- 2.16 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.17 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.18 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.19 "the Parties" mean the Council and the Owner
- 2.20 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 23 April 2018 for which a resolution to grant permission has been passed conditionally under reference number 2018/1890/P subject to conclusion of this Agreement

- 2.21 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.22 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.23 "the Property" the land known as 45 New Compton Street, London WC2H 8DF the same as shown shaded grey on the plan annexed hereto
- 2.24 "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
- 2.25 "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
- 2.26 "the Sustainability Plan" 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:-

(a) For new build residential parts of the Development

- (i) achieve the targets set out in the submission document entitled Energy Statement and dated October 2018 by Planning for Sustainability and sustainable design measures and climate change adaptation measures in line with policies contained in the Council's Core Strategy policy CS13 (Tackling climate change through promoting higher environmental standards) and

Development Policy DP22 (Sustainable design and construction);

(ii) achieve a maximum internal water use of 105 litres/person/day, allowing 5 litres/person/day for external water use

(b) 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 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;

(c) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;

(d) 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

(e) 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

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; and Section 1(1) of the Localism Act 2011 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 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 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" housing in accordance with Clauses 4.2.1, 4.2.2, 4.3.1 and 4.3.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 AFFORDABLE HOUSING CONTRIBUTION

4.1.1 On or prior to the Implementation Date to pay to the Council the Affordable Housing Contribution in full.

4.1.2 Not to Implement or to permit Implementation until such time as the Council has received the Affordable Housing Contribution in full.

4.2 CAR FREE - RESIDENTIAL

4.2.1 To ensure that prior to occupying any residential unit (being part of the Development) each new occupier of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:

(i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and

~~(ii) buy a contract to park within any car park owned, controlled or licensed by the Council.~~

4.2.2 Not to Occupy or use (or permit the Occupation or use of) any residential unit (being part of the Development) at any time during which the occupier of the residential unit 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).

4.2.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clauses 4.2.1 and 4.2.2 in this Agreement shall continue to have effect in perpetuity.

4.2.4 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.

4.3 CAR FREE- COMMERCIAL

4.3.1 To ensure that prior to occupying any part of the Development each new occupant of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to

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

4.3.2 Not to Occupy or use (or permit the Occupation or use of) any unit forming part of the Development at any time during which the occupier of the unit 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).

4.3.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clause 4.3.1 and 4.3.2 above will remain permanently.

4.3.4 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 4.3.1 and 4.3.2 of this Agreement.

4.4 CONSTRUCTION MANAGEMENT PLAN

4.4.1 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.

4.4.2 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.

4.4.3 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.

4.4.4 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.

4.5 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

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

4.5.2 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.

4.5.3 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.

4.5.4 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.

4.6 HIGHWAYS CONTRIBUTION

4.6.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.

4.6.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.

4.6.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.

4.6.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.

4.6.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.

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

4.6.7 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.

4.7 SUSTAINABILITY PLAN

4.7.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.

- 4.7.2 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.
- 4.7.3 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.
- 4.7.4 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 and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

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

- 5.1 ~~The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.~~
- 5.2 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 6.1 hereof quoting planning reference 2018/1890/P the date upon which the Development will be ready for Occupation.
- 5.3 The Parties shall act in good faith and shall co-operate with each other to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision

imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

- 5.5 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 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 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 2018/1890/P.
- 5.7 Payment of the Affordable Housing Contribution, Construction Management Plan Implementation Support Contribution and Highways Contribution pursuant to Clause 4 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 2018/1890/P. Electronic Transfer be made directly to the National Westminster Bank of Hampstead Village 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 Owner.

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 AIIRP") figure last published by the Central Statistical Office 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

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

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, Placeshaping 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 2018/1890/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

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

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

- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development 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 Owner has executed this instrument as their Deed the day and year first before written

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO 45 NEW COMPTON STREET, LONDON WC2H 8DF

EXECUTED AS A DEED BY)
45 NEW COMPTON STREET IMPROVEMENT COMPANY LIMITED))
in the presence of:-/)
acting by a Director and its Secretary)
or by two Directors)

A. Macdonald

.....
Director

David A. [Signature]

.....
Director/Secretary

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

[Signature]

.....
Authorised Signatory



THE FIRST SCHEDULE
Pro Forma
Construction Management Plan

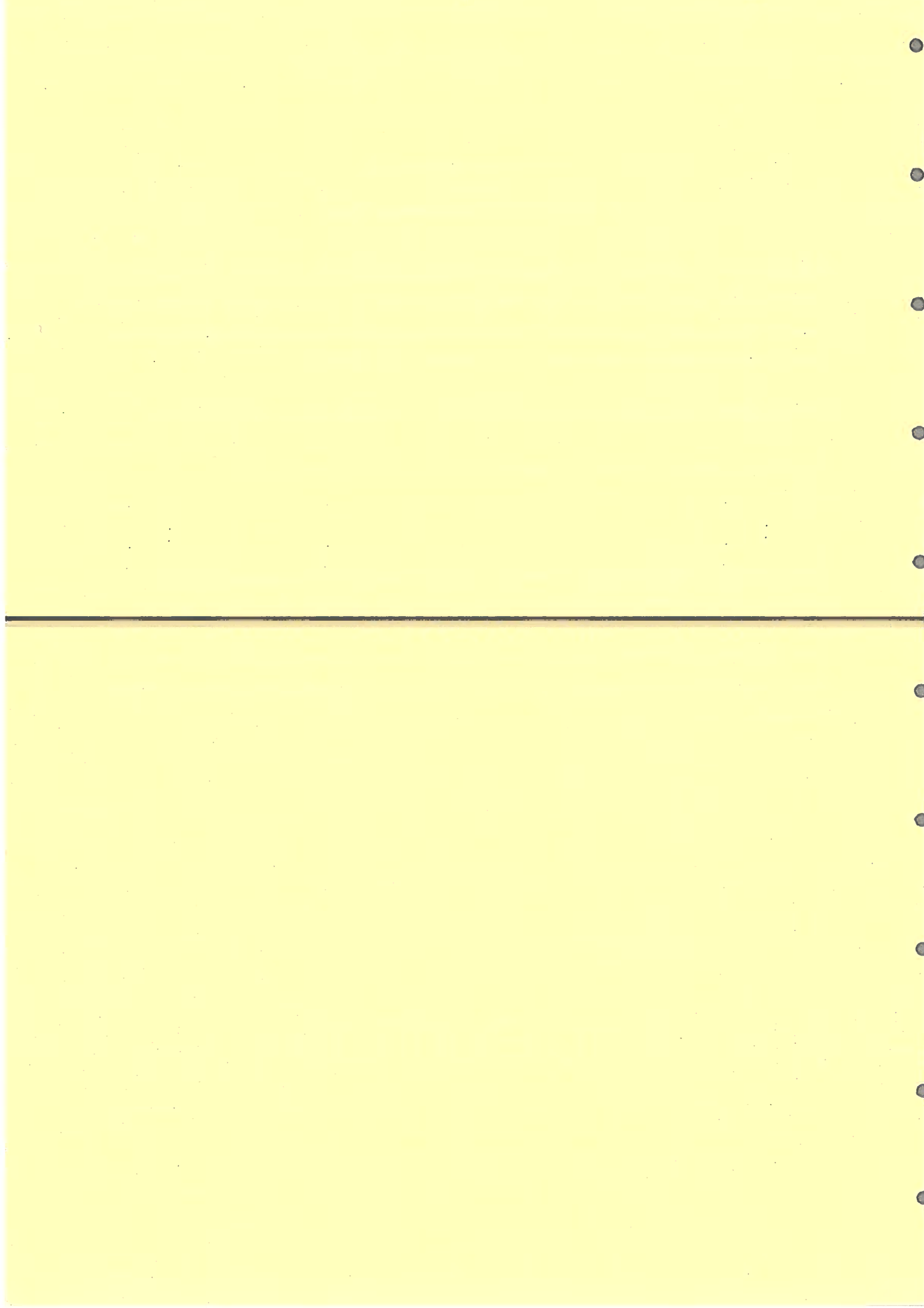
The Council has produced a pro-forma Construction Management Plan that can be used to prepare and submit a Construction Management Plan to meet technical highway and environmental health requirements. This document should be prepared, submitted and receive approval from the Council well in advance of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

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

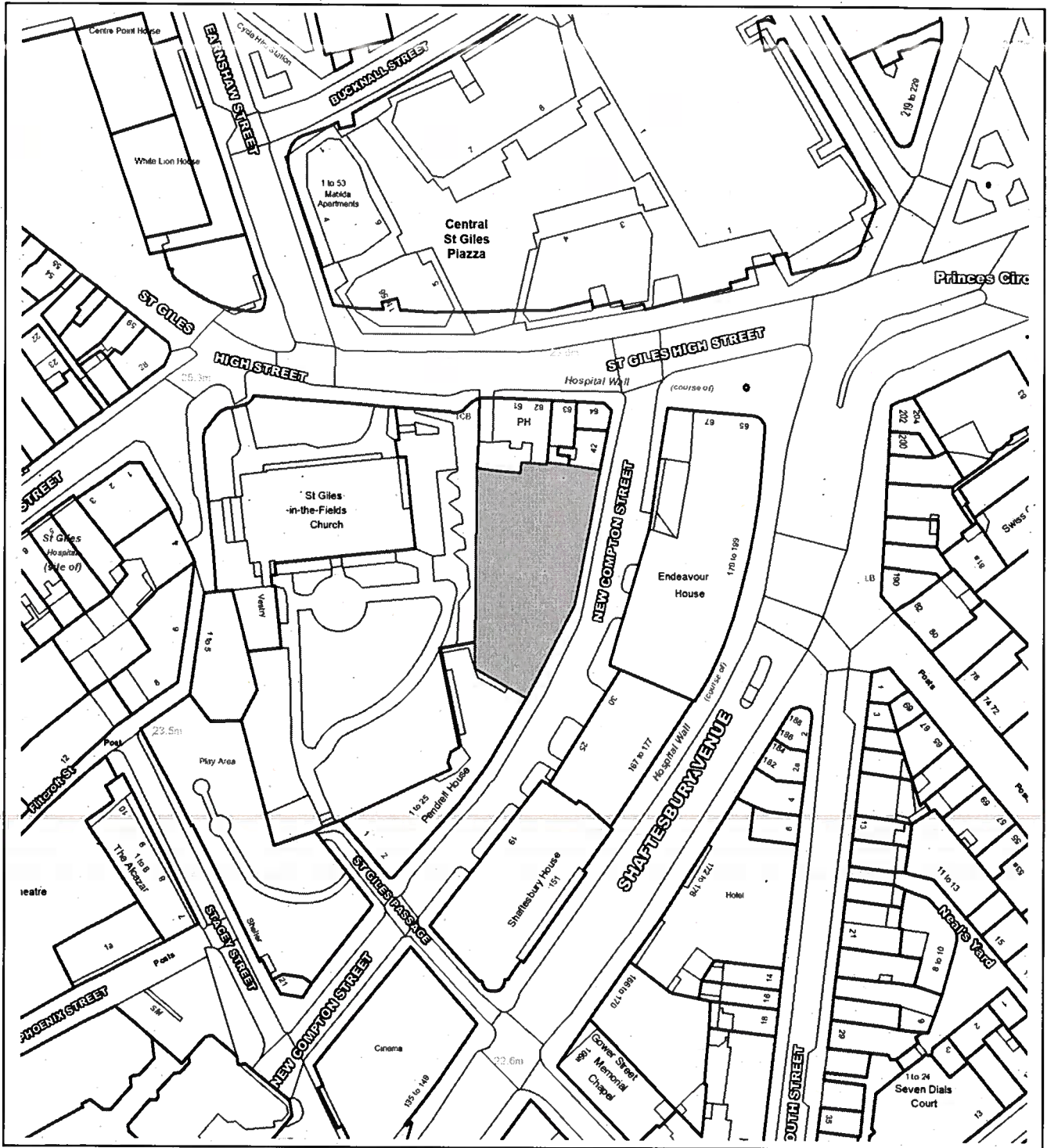
<https://beta.camden.gov.uk/web/guest/construction-management-plans>

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



NORTHGATE SE GIS Print Template



This material has been reproduced from Ordnance Survey digital map data with the permission of the controller of Her Majesty's Stationery Office, © Crown Copyright.





Application ref: 2018/1890/P
Contact:
Tel: 020 7974
Date: 5 March 2020

Development Management
Regeneration and Planning
London Borough of Camden
Town Hall
Judd Street
London
WC1H 9JE

Phone: 020 7974 4444

planning@camden.gov.uk
www.camden.gov.uk/planning

Square Feet Architects
95 Bell Street
London
NW1 6TL

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:
45 New Compton Street
London
WC2H 8DF

Proposal:

Infill of existing undercroft carpark to create 5 new Class C3 flats (1x 2-bed; 4x 1-bed) and 104 sqm of Class B1 office space fronting New Compton Street; erection of single storey 2-bed Class C3 dwelling house on side open parking area; erection of single storey roof extension on main block to provide 3 new Class C3 flats (1x 3-bed; 2x 2-bed) including associated lift shaft extension to front elevation; installation of plant at ground floor and main roof levels.

Drawing Nos: 1720-L-001; 1720-L-010; 1720-L-011; 1720-L-016; 1720-L-019; 1720-L-020; 1720-L-021; 1720-L-022; 1720-L-024; 1720-L-030; 1720-L-031; 1720-L-110H; 1720-L-111E; 1720-L-112C; 1720-L-116C; 1720-L-117E; 1720-L-119C; 1720-L-120D; 1720-L-121A; 1720-L-122C; 1720-L-123A 1720-L-124A; 1720-L-130B; 1720-L-131B; 1720-L-132A; 1720-L-150; Planning and Design & Access Statement (Rev A, July 2018); Internal Daylight Assessment (dated April 2018); Landscape Design Package (prepared by London Garden Designer, dated July 2018); Noise Impact Assessment (prepared by Venta Acoustic, dated 11 October 2018); Sustainability Statement (prepared by Planning for Sustainability, dated October 2018); Energy Statement (prepared by Planning for Sustainability, dated October 2018); Arboricultural Impact Assessment (prepared by Skerratt, dated 14.03.2018)

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: 1720-L-001; 1720-L-010; 1720-L-011; 1720-L-016; 1720-L-019; 1720-L-020; 1720-L-021; 1720-L-022; 1720-L-024; 1720-L-030; 1720-L-031; 1720-L-110H; 1720-L-111E; 1720-L-112C; 1720-L-116C; 1720-L-117E; 1720-L-119C; 1720-L-120D; 1720-L-121A; 1720-L-122C; 1720-L-123A 1720-L-124A; 1720-L-130B; 1720-L-131B; 1720-L-132A; 1720-L-150; Planning and Design & Access Statement (Rev A, July 2018); Internal Daylight Assessment (dated April 2018); Landscape Design Package (prepared by London Garden Designer, dated July 2018); Noise Impact Assessment (prepared by Venta Acoustic, dated 11 October 2018); Sustainability Statement (prepared by Planning for Sustainability, dated October 2018); Energy Statement (prepared by Planning for Sustainability, dated October 2018); Arboricultural Impact Assessment (prepared by Skerratt, dated 14.03.2018)

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

- 4 Before the relevant part of the work is begun, details of all facing materials, fenestration, doors and balustrades shall be submitted to and approved in writing by the Local Planning Authority. The relevant part of the works shall be carried out in accordance with the details thus approved.

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.

- 5 Before the relevant part of the work is begun, notwithstanding the details shown on approved drawing no. 1720_L_110 (rev H), details of a secure and covered cycle storage facility for a minimum of 14 cycles shall be submitted to and approved by the local planning authority. The approved facility 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 Camden Local Plan 2017.

- 6 A 1.8 metre high privacy screen, details of which shall have been submitted to and approved in writing by the local planning authority, shall be erected on the south side of the 5th-floor roof terrace facing Pendrell House, prior to commencement of use of the roof terrace and shall be permanently retained.

Reason: In order to prevent unreasonable overlooking of neighbouring premises and to safeguard the appearance of the premises in accordance with the requirements of policies A1, D1 and D2 of the London Borough of Camden Local Plan 2017.

- 7 The development hereby approved shall achieve a maximum internal water use of 110litres/person/day. The dwellings shall not be occupied until the Building Regulation optional requirement has been complied with.

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, CC3 of the London Borough of Camden Local Plan 2017.

- 8 Prior to first occupation of the new units, detailed plans showing the location and extent of photovoltaic cells, air source heat pump systems and associated equipment to be installed on the building shall have been 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 thus approved and permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate on-site renewable energy facilities in accordance with the requirements of policies G1, CC1 and CC2 of the London Borough of Camden Local Plan 2017.

- 9 All units unless otherwise indicated on the plans shall be designed and constructed in accordance with Building Regulations Part M4 (2). Evidence demonstrating compliance should be submitted to and approved by the Local Planning Authority prior to occupation.

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 policies H6 and A6 of the Camden Local Plan 2017.

- 10 The ground floor unit as indicated on the plan number 1720_L_150 hereby approved shall be designed and constructed in accordance with Building Regulations Part M4 (3) (2a). Evidence demonstrating compliance should be submitted to and approved by the Local Planning Authority prior to occupation.

Reason: To ensure that the wheelchair units would be capable of providing adequate amenity in accordance with policies H6 and C6 of the Camden Local Plan 2017.

- 11 No development shall commence until:
(a) a written Preliminary Risk Assessment (PRA) and scheme of investigation has been submitted to and approved by the local planning authority in writing; the PRA must take account of the historical and environmental context of the site and can be based on a desk study or the Enhanced Environmental Information Review detailed below; and
(b) following the approval detailed in paragraph (a), a written scheme of remediation measures has been submitted to and approved by the local planning authority in writing.

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 in writing 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 policies G1, D1, A1 and DM1 of the London Borough of Camden Local Plan 2017.

-
- 12 Noise levels at a point 1 metre external to sensitive facades shall be at least 10dB(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 15dB(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 A1 and A4 of the London Borough of Camden Local Plan 2017.

- 13 No music shall be played within the Class B1 unit hereby approved in such a way as to be audible within any adjoining premises or on the adjoining highway.

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

- 14 Prior to first occupation of the new units, details of the Air Source Heat Pumps and their associated sound attenuation and anti-vibration measures shall be submitted to and approved by the Local Planning Authority. The plant and measures shall be carried out in accordance with the details thus approved and shall thereafter be retained and maintained in accordance with the manufacturers' recommendations.

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

- 15 Prior to the commencement of development, design details that demonstrate that the lift motor and associated equipment will achieve the following shall be submitted for approval by the Local Planning Authority:

a.) LOAEL (green) noise levels for 'inside a bedroom' for night time as set out in Table B of Appendix 3 of the Camden Local Plan.

b.) 'vibration inside dwellings' standard for night time operation as set out in Table A of Appendix 3 of the Camden Local Plan.

Reason: To prevent the transmission of noise and vibration throughout the building and / or into any neighbouring premises in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017.

- 16 Prior to commencement of development, full details in respect of the living roof in the area indicated on the approved roof plan shall be submitted to and approved by the local planning authority. The details shall include-
- i. a detailed scheme of maintenance,
 - ii. sections at a scale of 1:20 with manufacturers details demonstrating the construction and materials used,
 - iii. full details of planting species and density.

The living roofs shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies G1, CC1, CC2, CC3, D1, D2 and A3 of the London Borough of Camden Local Plan 2017.

- 17 All hard and soft landscaping works shall be carried out in accordance with the landscape details hereby approved by not later than the end of the planting season following completion of the development. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the 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, D1 and D2 of the London Borough of Camden Local Plan 2017.

- 18 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 construction phase of the development hereby approved shall be required to meet Stage IIIB of EU Directive 97/68/EC. The site shall be registered on the NRMM register for the 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 A1, CC1 and CC4 of the London Borough of Camden Local Plan 2017.

- 19 The refuse storage facility shown on the plans hereby 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 and A4 of the London Borough of Camden Local Plan 2017.

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 0941).
- 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 This proposal may be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL. Both CILs are collected by Camden Council after a liable scheme has started, and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement. We issue formal CIL liability notices setting out how much you may have to pay once a liable party has been established. CIL payments will be subject to indexation in line with construction costs index. You can visit our planning website at www.camden.gov.uk/cil for more information, including guidance on your liability, charges, how to pay and who to contact for more advice.

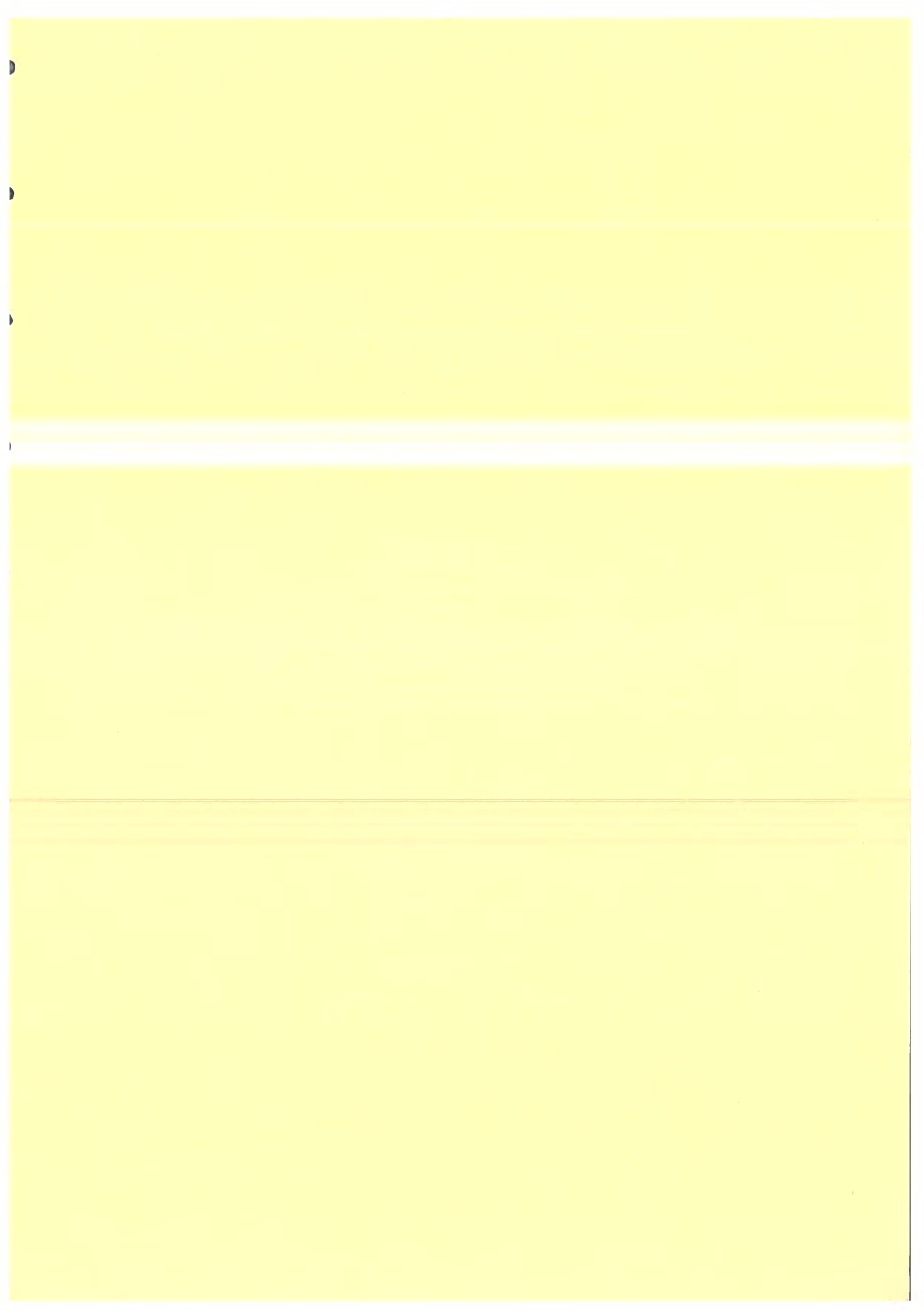
- 4 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 5 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.

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





DATED

3 April

2020

(1) 45 NEW COMPTON STREET IMPROVEMENT COMPANY LIMITED

and

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

AGREEMENT

relating to land known as
45 New Compton Street, London WC2H 8DF
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;~~

~~Section 1(1) of the Localism Act 2011; 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 4125
CLS/COM/OO.1800.980