

## **APPENDIX 4 TO THE S73 COMMITTEE REPORT**

### **DETAILED SUMMARY OF THE AMENDED PROPOSED S.106 AGREEMENT FOR THE S73 APPLICATION**

#### **S.106 HEADS OF TERMS**

##### **SECTION 1 - GENERAL**

#### **1. INTRODUCTION**

- 1.1 The Section 73 Application was accompanied by the Applicants' proposed draft Revised Section 106 Agreement which has been reviewed and amended by the LPA and an amended draft has recently been sent to the Applicants for consideration and a copy of it has also been placed on the Planning Register in accordance with Article 36(3). A copy is also with the background papers for this report.
- 1.2 This detailed summary reflects the proposed Revised Section 106 Agreement and the basis and principles on which the detailed drafting and negotiations with the Applicants will proceed in relation to outstanding detailed drafting matters. Officers will report to the Committee (possibly in an Addendum to this report) any significant progress made in negotiating the detailed terms of the Revised Section 106 before the Committee meeting).
- 1.3 It is important to record that the majority of the terms contained in the 2010 Section 106 Agreement will not be materially altered by the proposed Revised Section 106 Agreement and this Detailed Summary will not dwell unnecessarily on provisions which are essentially the same as are already contained in the 2010 agreement. This summary will, however, seek to highlight the key differences if and insofar as they are material to determination of the Section 73 Application.

#### **2. PARTIES TO THE DRAFT REVISED SECTION 106 AGREEMENT, INTERPRETATION AND GENERAL PROVISIONS**

- 2.1 The parties to the proposed Revised Section 106 Agreement will be the same as for the 2010 Section 106 Agreement save that Brookfield Cricklewood (UK) Limited are no longer a party as they no longer hold a shareholding in CRL.
- 2.2 The LPA is acting as local planning authority and will be entitled to enforce the planning obligations contained in the proposed Revised Section 106 Agreement pursuant to Section 106 of the Town and Country Planning Act 1990. TfL is also to be a party to the proposed Revised S106 Agreement and will be entitled to enforce some of the provisions as detailed in Schedule 3 to the proposed Revised S106 Agreement.
- 2.3 In this summary, the terms used have the same meaning as defined in Schedule 1 to the proposed Revised Section 106 Agreement, which is essentially the same as the same terms as defined in the draft Glossary included in Appendix 1 to this report.

2.4 As with the 2010 Section 106 Agreement, where any provision or obligation in the Draft Revised Section 106 Agreement is stated to apply “unless otherwise agreed” any such agreement revising the requirements or restrictions of such a clause paragraph or obligation must not be unreasonably refused or withheld but can be refused unless it is within the ambit of the Section 73 Permission and complies with the EIA Regime and the LPA is satisfied that the application will not undermine the need to seek comprehensive development in accordance with UDP Policy C1 and Core Strategy Policy CS2.

2.5 As with the 2010 Section 106 Agreement any financial contributions to be paid under the terms of the Draft Revised Section 106 Agreement will be index-linked from the 19<sup>th</sup> November 2009 except the CTF contribution to fund the Brent Cross LUL Station SFA works, which will be indexed from January 2014.

### **3. BINDING THE SITE TO THE PLANNING OBLIGATIONS**

3.1 The Brent Cross Partners and CRL do not have an interest in the whole of the Site and intend to acquire such interests insofar as it may be necessary to do so to carry out the Development. The same provisions as are contained in the 2010 Section 106 Agreement will under Clause 6 of the Draft Revised Section 106 Agreement continue to require them to bind the Site to the terms of the Revised Planning Agreement, which is essentially the same as Clause 6 in the 2010 Section 106 Agreement.

3.2 Therefore, the Brent Cross Partners and Hammerson (Cricklewood) Limited will bind all of their existing interests in the Site immediately (whether they relate to land which lies within the Northern Development or the Southern Development) under the Draft Revised Section 106 Agreement and CRL will bind its interests in the Site. All after-acquired interests will be bound by appropriate confirmatory deeds under Clause 6.

3.3 The Phases and Plots referred to in this Summary are those identified on Parameter Plan 29 submitted with the Section 73 Application and listed in the ICP.

### **4. PHASED DELIVERY OF MORE CRITICAL INFRASTRUCTURE & PLOT DEVELOPMENT IN PHASE 1 THAN UNDER THE 2010 PERMISSION & SECTION 106 AGREEMENT**

4.1 The proposed Revised Section 106 Agreement contains significant changes from the 2010 section 106 Agreement in respect of the obligations to provide critical infrastructure in Phases 1 and 2 of the Development in relation to the proposed enlargement of Phase 1 (North) and there is also a small change to Phase 3 of the Northern Development under the 2010 Section 106 Agreement (relocating Plot 113 into Phase 1B (North)).

4.2 In particular, the Brent Cross Partners are proposing that they (or their successors in title) will (subject to commencing the development) deliver within Phase 1 (North) much of the infrastructure and plot development that is to be delivered in Phases 1 and 2 of the Northern Development under the 2010 Permission. Delivery of some of these items is a joint and several obligation of the Brent Cross Partners and CRL under the 2010 Section 106 Agreement, but under the proposed Revised Section 106 Agreement they will be delivered by the Brent Cross Partners as Phase 1A (North) of the Section 73 Permission. As explained earlier, Phase 1A (North) will provide all of the highway improvements necessary to deliver the enlarged Phase 1 (North) and at the same time it will facilitate the development of the Southern Development. The whole of the amended River Brent

Alteration and Diversion Works are included in Phase 1A (North), rather than being spread over three phases as is the case under the 2010 Permission and the related Section 106 Agreement.

- 4.3 This Phase also includes the additional Bridge Structure B7 ("Living Bridge"), the delivery of which will be triggered by and programmed to be delivered in parallel with Phase 1B (North), in order that it can link into the Brent Cross Main Square and the High Street North and other elements which are being delivered as part of Plots 102, 103 and 104 in that Phase.
- 4.4 Phase 1B (North) will include the whole of the mixed use commercial development in the Brent Cross East Zone plus the residential development on Plot 113, which is in Phase 3 of the Northern Development under the 2010 Permission and is being moved into Phase 1B (North). Thus, commencement of Phase 1A (North) is a commitment by the Brent Cross Partners to use all reasonable endeavours to deliver a very substantial part of the Critical Infrastructure for the new Town Centre and is very likely to be followed in the programme by Phase 1B, with its additional major elements of Critical Infrastructure and a substantial amount of Plot development forming an important part of the northern part of the new town centre .
- 4.5 The commencement of Phase 1A (North) in accordance with the Section 73 Permission will thus effectively trigger delivery of a very large part of the Primary Development Package defined under the 2010 Permission and entail a substantial capital investment in regenerating the BXC area. Officers have therefore concluded that by permitting the enlarged Phase 1A (North) to proceed, the Section 73 Permission and the proposed Revised Section 106 Agreement will provide a robust basis for delivering comprehensive regeneration of the whole of the BXC Site in accordance with Policies CS1, GCrick and C1.
- 4.6 The obligation to deliver the Critical Infrastructure in the Southern Development will be the responsibility of CRL and enforceable against its interests in the Southern Development, unless otherwise agreed by the LPA (see paragraph 2.4 above).
- 4.7 Phase 1(A) South will comprise the A5/Diverted Geron Way (Waste Handling Facility) Junction, the Waste Handling Facility Rail Sidings and Gantry Crane, Claremont Road Park (Part 1) and Whitefield Street (Part 1) and Phases 1B (South) and 1C (South) will deliver the balance of the Phase 1 Critical Infrastructure as defined in the 2010 permission and the 2010 Section 106 Agreement, including the Whitefield Estate Replacement Units (Part 2). Phase 1 (South) and the remainder of the Southern Development will be delivered by CRL (or its successors in title) as the Principal Developer under the Section 73 Permission, the Proposed Revised Section 106 Agreement and the related provisions in the Development Agreement (in which the Council and/or its new development partner will be able to assume CRL's role as the Master Developer for the Southern Development, as outlined in the Main Committee Report).

**5. COMMENCEMENT OF PHASE 1 (NORTH) WILL NO LONGER BE TIED TO COMMENCEMENT OF PHASE 1 (SOUTH)**

- 5.1 One of the main changes to the 2010 Section 106 Agreement is the proposed release of the restriction preventing the Developers from commencing Phase 1 (North) until all of the Necessary Consents and commitments are in place for the commencement of Phase 1

(South), so that both are essentially to be committed at the same time (paragraph 2 of Schedule 2 to the 2010 Section 106 Agreement).

5.2 This restriction was included in the 2010 Section 106 Agreement in the interests of securing comprehensive development of the BXC site in accordance with the saved UDP policies and was a safeguard against “cherry picking”, but it was based on a smaller PDP and was agreed at a time when the Council would not be in a position to assume CRL’s role as Master Developer for the Southern Development. That position has now changed with the substantial enlargement of Phase 1 (North) and progress made in relation to the Development Agreement as referred to in the main report and in the summary.

5.3 The officers take the view that the release of this restriction in the Proposed Section 106 Agreement in order to enable Phase 1 of the Development to commence within the timescales permitted under the 2010 Permission is on balance justified and in accordance with the comprehensive development principle in the development plan, on the basis summarised below.

- a. The committed Phase 1 (North) Critical Infrastructure will be substantially increased under the Section 73 Permission and the Proposed Amended Section 106 Agreement, so that it will include major items of Critical Infrastructure necessary to accommodate the increased Plot Development in the enlarged Phase 1 (North) with the additional benefit that it will facilitate delivery of the Southern Development.
- b. Addition of the Living Bridge will be a major benefit in opening up the Southern Development and facilitating comprehensive development to the South of the A406.
- c. The Brent Cross Partners will be giving strong commitments to deliver the Phase 1 (North) Critical Infrastructure and (by implication) the Phase 1 (North) Plot Development which provides essential critical mass to the new town centre, as well as the Living Bridge to connect more effectively the core of the town centre on both sides of the A406 and to provide a state of the art Replacement Brent Cross Bus Station which will be easily accessible from the Southern Development as well as the Northern Development.
- d. Phase 1A (North) will not be automatically be subject to the suspension provisions in the 2010 Section 106 Agreement (see below and Schedule 2 - paragraphs 2.1.4 – 2.1.7), although those provisions will apply to the other Phases and Sub-Phases under the proposed Revised Section 106 Agreement. This is because Phase 1A (North) is so important to the delivery of comprehensive development in both the the Northern Development and the Southern Development. Suspension for supervening events will only be allowed if the LPA “agrees otherwise” (see above). This means that if asked to agree to suspend delivery of Phase 1A (North) critical infrastructure, due to unforeseen supervening events, the LPA will be able to take account of the comprehensive development principle and EIA compliance before deciding whether or not to agree to suspension – this is a stronger protection than would apply under the 2010 Section 106 Agreement and it helps to compensate for relaxing the linkage between Phase 1 (North) and Phase 1 (South), as referred to in the heading to this section of this Summary.
- e. There are important elements of Critical Infrastructure to be provided as part of Phase 1A(North) located in the southern part of the Site, including Clitterhouse Playing Fields Improvements (Part 1), Claremont Park Improvements and the Whitefield Estate Replacement Units (Part 1), although the location of these units is not currently confirmed. The A5/A407 Cricklewood Lane Junction Improvements and the

A407/Claremont Road Junction Works, to the south of the site, are also included for delivery as part of Phase 1A (North).

- f. There are clear obligations in the proposed Revised S106 Section 106 Agreement which will require all Section 278 Agreements and Bonds to be in place at least 3 months before the relevant Phase 1A (North) Critical Infrastructure works are programmed to be commenced in accordance with the Primary Development Framework

- 5.4 Although, under the Proposed Revised Section 106 Agreement, Phase 1 (North) would be permitted to commence ahead of Phase 1 (South) freed from the restriction (in paragraph 2.1 of Schedule 2 to the 2010 Section 106 Agreement) for the reasons described in this paragraph 5, the recommended conditions in the Section 73 Permission will still require the reserved matters to be submitted for Phase 1 (South) and all Necessary Consents to be in Place in accordance with the conditions as contained in the 2010 Permission. The Section 73 Permission is not intended to delay the delivery of the Southern Development and there are provisions in the proposed Revised Section 106 Agreement and in the revised ICP which are intended to ensure that delivery of the Critical Infrastructure required to ensure the timely delivery of the Southern Development will be provided in an appropriate timescale for that purpose, in accordance with the comprehensive development principle.

## **SCHEDULE 2 – OBLIGATIONS WHICH ARE ENTERED INTO WITH LPA ONLY**

### **6. RELOCATION STRATEGIES**

- 6.1 This is essentially the same as in the 2010 Section 106 Agreement except that the Whitefield Estate Relocation Units have now been classified into Whitefield Estate Relocation Units (Part 1) to be delivered as part of Phase 1A (North) and Whitefield Estate Relocation Units (Part 2) which are to be delivered as part of Phase 1B (South).
- 6.2 Schedule 21 to the Proposed Revised Section 106 Agreement contains clearer and fuller information and parameters and principles to inform and guide the design and approval of the Residential Relocation Strategy.

### **7. DELIVERY OF THE PDP AND OTHER PHASES OF THE DEVELOPMENT**

- 7.1 Section 5 of this Summary explains that Phase 1 (North) will not be prevented from commencing before Phase 1 (South) is in a position to commence and explains how legal mechanisms are to be put in place to ensure that allowing Phase 1 (North) to proceed earlier will not impede delivery of the Southern Development in accordance with the revised ICP and relevant conditions in the Section 73 Permission.
- 7.2 The remaining delivery covenants in Schedule 2 to the Proposed Revised Section 106 Agreement are not fundamentally changed, unless otherwise stated in the following brief summary.
- 7.3 **The Primary Development Package**
  - 7.3.1 The Brent Cross Partners must use all reasonable endeavours to deliver the Critical Infrastructure included in Phase 1A (North) subject to Force Majeure provisions, but not

subject to the Suspension provisions described below unless the LPA otherwise agrees. The Suspension provisions will apply to Phase 1B (North).

- 7.3.2 CRL in relation to the Phase 1 (South) covenants (subject to the suspension provisions described below) to use reasonable endeavours to deliver the Phase 1 (South) Critical Infrastructure in accordance with the relevant Phase 1 Details (unless the LPA otherwise agrees) and subject to Force Majeure;
- 7.3.3 The Suspension provisions referred to in the preceding paragraphs apply only after Phase 1B (North) and/or Phase 1 (South) has Commenced and
- (a) subsequent supervening events, such as a collapse in the property market or some other supervening event having the effect of making the relevant Phase retrospectively unviable; and
  - (b) such supervening events were neither foreseen nor reasonably foreseeable prior to Commencement; and
  - (c) the circumstances justify a delay in delivery.
- 7.3.4 If these circumstances apply and subject to obtaining the LPA's prior written consent, the Brent Cross Partners and/or CRL may suspend work on any of the Phase 1B (North) or Phase 1 (South) Critical Infrastructure on which (in accordance with the PDP programme) work has not yet commenced, but suspension will not affect obligations to deliver any highways or bridges already covered by completed agreements and bonds under the Highways Act and similar provisions;
- 7.3.5 In considering whether to consent to suspension, the LPA must have proper regard to the need for conditions or planning obligations necessary or expedient to ensure:
- (a) Critical Infrastructure matches delivery of Plot Development as assumed in the ES or the TA and planning conditions; and
  - (b) appropriate mitigation; and
  - (c) resumption of delivery as soon as reasonably practicable.
- 7.3.6 A revised Primary Development Delivery Programme must be submitted and approved by the LPA before the resumption.
- 7.3.7 Suspension of delivery will not be permitted for the Replacement Primary School or the Whitefield Estate Replacement Units.
- 7.4 **Other Phases of the Development**
- 7.4.1 Similar provisions as to delivery and Suspension provisions apply to Phase 2 (North) and Phases 2 onwards of the Southern Development as those for Phase 1.
- 7.4.2 Suspension will not be permitted in relation to the Replacement Secondary School and/or the Replacement Special Needs School.
- 7.4.3 Other delivery obligations for subsequent Phase remain essentially the same as agreed in relation to the 2010 Section 106 Agreement.
- 7.5 **Necessary Consents: Section 278 etc. Agreements & Bonds for Phase 1A (North) Critical Infrastructure**

- 7.5.1 The 2010 Permission and the 2010 S106 Agreement require all necessary consents to be completed (including bonds) for Critical Infrastructure (Pre-Phase) in advance of commencement of Phase 1A and all other phases and sub-phases. This includes all Section 278 Agreements and Bonds for the Critical Infrastructure for the relevant phase or sub-phase.
- 7.5.2 A relaxation of this requirement is proposed in the Section 73 Application and the proposed Revised S.106 Agreement in order to facilitate commencement of early delivery of Phase 1A (North), as the first sub-phase of the Development which will not include any significant Plot Development and comprises a major commitment to deliver Critical Infrastructure. The proposal is to allow some of the relevant S278 Agreements and Bonds to be completed and provided by the Brent Cross Partners after Phase 1A (North) has commenced in accordance with the Primary Development Delivery Programme.
- 7.5.3 In view of the size of the proposed enlarged Phase 1A (North), estimated to involve infrastructure costs amounting to around £250m and will incur very substantial up-front bond costs (if everything must be bonded before commencement of Phase 1A (North)), the proposed Draft Revised S.106 Agreement will modify the requirement for all bonds and S 278 Agreements to be provided before Phase 1A (North) can commence. Whilst the proposed Revised Section 106 Agreement will allow some of the Section 278 Agreements and Bonds to be provided after the commencement of Phase 1A (North), they will always be required in sufficient time to secure delivery of all works in accordance with the Primary Development Delivery Programme.
- 7.5.4 The earliest works in Phase 1A (North) will need to have the relevant S278 agreements and bonds in place before Phase 1A (North) commences. For example, this will apply to the Phase 1A (North) items due to commence as the first delivery items (including the items listed as 1,4, 5 and 6 on the ICP).
- 7.5.5 The triggers and thresholds for the M1/A406/A5 junction as part of the new Phase 1A (North) are essentially the same under the conditions in the Section 73 Permission as under the 2010 Permission. However, the proposed Revised S106 Agreement will (unless the LPA otherwise agrees) prevent the commencement of the above ground works for any buildings comprised in Phase 1B North plot development, other than the New John Lewis Store and the New Brent Cross Bus Station, unless and until all of the relevant Section 278 agreements and bonds are completed for these works.
- 7.5.6 The obligations relating to the Living Bridge will (unless the LPA otherwise agrees) require that the Section 278 Agreement and bonds (and other statutory agreements if required) must be completed before the commencement of any above-ground works for buildings on Plots 102, 103 and 104. These are the plots which are proposed as the main development interface with the northern end of the Living Bridge, as well as providing the Brent Cross Main Square and High Street North, to which the Living Bridge will link. In addition, the buildings on Plots 102, 103 and 104 will not be permitted to be occupied unless and until the Living Bridge is provided and open to the public.

- 7.5.7 For other subsequent Phase 1 (North) Critical Infrastructure relating to highways and bridges works, the relevant Section 278 Agreements must be completed either (1) no later than 3 months before the relevant works are scheduled to be delivered in accordance with the Primary Development Delivery Programme or (2) (if later) not later than the commencement of Phase 1B (North). The relevant bonds in each case must be provided no later than 3 months before the relevant works are scheduled to be delivered in accordance with the Primary Development Delivery Programme.
- 7.5.8 These arrangements are considered to provide sufficient security and certainty that the Phase 1A (North) Critical Infrastructure will be delivered in accordance with the Primary Development Delivery Programme and to provide the necessary capacity and mitigation to accommodate the plot development contained in Phase 1B (North) and the relevant Plot delivery within Phase 1 (South).
- 7.5.9 On this basis, the LPA is recommended to relax the requirement under the 2010 Permission and the 2010 S106 Agreement to require all necessary consents (including bonds) to be completed before the commencement of Phase 1.

## **8. EDUCATION CONTRIBUTION – THE NORTHERN DEVELOPMENT**

- 8.1 The Brent Cross Partners agree to pay an Education Contribution calculated in accordance with the LPAs Planning Obligations SPD (2013) on the following basis:
- Contributions to be made for 5 to 18 year old school pupils in line with the Child Yields, Cost Multipliers and Methodology set out in the Planning Obligations SPD paragraphs 3.3.12 to 3.3.15 and Appendix 1
  - Cost multiplier to be Indexed
  - At RMAs for each of the residential plots in BXC (N) the applicant will provide a housing mix setting out the number of homes by tenure, unit size and type. The child yield requirement for that plot will be calculated and paid prior to commencement
  - Whitefield Replacement units shall be deducted from the Child Yield calculations as they do not have a net impact on education demand.

On this basis, assuming full build out of the residential in the Northern Development and using 15% affordable and the application mix this gives the following indicative contributions:

- Phase 1B (North): £520,000
- Phase 2 (North): £700,000

Total: £1.2 million (Index linked)

9. Actual contributions will be determined on a plot by plot basis.



## **10. RECONCILIATION MECHANISM**

10.1 This is essentially the same as in the 2010 Section 106 Agreement.

## **11. AFFORDABLE HOUSING**

11.1 The obligations under the Proposed Revised Section 106 Agreement in relation to the provision of Affordable Housing remain largely unchanged save for some updating/adjustments which flow from the bringing forward of some residential units from later phases to Phase 1 of the Development (including some residential units in Phase 1 (North)), the introduction of the Affordable Rented tenure and updating any references to policy documents, standards or figures that require updating since the 2010 Section 106 Agreement.

11.2 The review mechanism by which the level of Affordable Housing to be provided within each Phase or Sub Phase will be calculated and defined is set out in the Proposed Revised Section 106 Agreement and the mechanics of this mechanism remain unchanged from those agreed between the Developers, the GLA and London Borough of Barnet in 2010. An Affordable Housing Scheme for each Phase or Sub Phase will be submitted to and approved by the LPA prior to (or alongside) the relevant reserved matters approvals reflecting the outcome of the application of the review mechanism for the Phase or Sub Phase.

11.3 The movement of extra residential units into Phase 1 and the inclusion of up to 278 residential units in Phase 1 (North) has required some adjustment to the section 106 provisions because the 15% Affordable Housing requirement in Phase 1 (the PDP) was previously met by the provision of the 217 residential units that are required to be made available early in the development so that they are available for residents relocating from the Whitefield Estate and Rosa Freedman Centre. This was therefore the only “guaranteed” provision within the PDP under the 2010 Consented Scheme, although further Affordable Housing provision in the PDP was required and secured if viable. Also in the northern PDP previously there were no residential units at all so any contribution towards Affordable Housing was to be made via a commuted sum. Under the Proposed Revised Section 106 Agreement provisions, the arrangements for Phase 1 have therefore been amended so as to:

- Require the provision of the requisite number of additional Affordable Housing units within Phase 1 (over and above the 217 previously referred to and required under the previous section 106 Agreement) so as to ensure that the Affordable Housing provision within Phase 1 continues to constitute at least 15% of the residential units within the Phase and ensure that movement of residential units from later phases into Phase 1 does not result in a loss of guaranteed Affordable Housing units taking numbers below the 15% minimum provision. Based on the current indicative housing numbers for the Phase, this will require the provision of at least 59 additional Affordable Housing units in Phase 1 (to be split proportionately between north and south based on the number of residential units in each) although this number will be subject to adjustment at the time of approval of reserved matters so as to maintain the minimum 15% provision; and

- Secure on site provision of Affordable Housing units within the residential units which will now form part of Phase 1 (North). There may now be approximately 278 residential units in Phase 1 (North). As part of this provision, 85 Affordable Housing units will now be provided and available to accommodate those Whitefield and Rosa Freedman residents who will need to be relocated first so as to enable the relevant infrastructure to be put in place as part of Phase 1 (North), along with a further number of guaranteed additional Affordable Housing units to make a proportionate contribution towards the overall Phase 1 requirement of 15% (currently estimated at 9 units) and such further Affordable Housing provision (initially on site but there is still also potential for a commuted sum) will be required as is shown to be viable applying the review mechanism.
- 11.4 Within any other Phases or Sub-Phases of the Development outside Phase 1 containing residential units, the developer of the relevant Phase or Sub Phase will be obliged to deliver (regardless of viability) a minimum of 15% of the residential units as Affordable Housing units plus the maximum further level of Affordable Housing units that can be viably delivered within the relevant Phase or Sub-Phase applying the agreed viability review mechanism, subject to a cap of no more than 50% of the residential units as Affordable Housing units in any one Phase or Sub-Phase (although said 50% provision can also be supplemented by a commuted sum if the particular Phase or Sub Phase could potentially viably deliver more than 50% and earlier phases of the Northern or Southern Development (whichever is applicable) have not achieved the cumulative 30% target).
- 11.5 As with the 2010 Section 106 Agreement, although there is provision and potential for up to 50% Affordable Housing in each Phase if it were to prove viable, the review mechanism and the provisions generally target achieving 30% of residential units within the Development (in this context excluding and on top of the 217 replacement units) as Affordable Housing (approximately 2,200 Affordable Housing Units in addition to the 217 replacement units) subject to viability.
- 11.6 All Affordable Housing units shall achieve the relevant Affordable Housing Standards as defined under the Proposed Revised s106 Agreement. These standards encompass the same requirements as those set out in the 2010 Section 106 Agreement but have been updated to also include a requirement to meet all essential standards set out within the London Housing Design Guide (August 2010) or such standards as shall replace it. Subject to Condition 1.14 of the Section 73 Permission, all Affordable Housing units are to be designed and constructed to Lifetime Homes Standards and 10% of all Affordable Housing units are to be wheelchair accessible.
- 11.7 All Affordable Housing units will be required to be transferred to (and managed by) a Registered Provider approved by officers and (subject to the standard exceptions as set out within the Proposed Revised Section 106 Agreement) retained as Affordable Housing in perpetuity in accordance with relevant development plan policies and guidance. As with the 2010 Section 106 Agreement, the LPA will have nomination rights to the Affordable Housing units in accordance with the LPA's standard practice. The process for selection of the Registered Provider and provisions ensuring the timely transfer of any Affordable Housing units to them are contained within the Proposed Revised Section 106 Agreement and again are unchanged from the 2010 Section 106 Agreement.
- 11.8 The tenure mix of the Affordable Housing in each Phase and within the Development as a whole will be 60% Affordable Rented or Social Rented Housing and 40% Intermediate

Housing but this may be varied with the LPA's written approval. The proposed arrangements for setting and reviewing the rents for the Affordable Rented Units along with the mix of Intermediate Housing types and the mechanisms to be employed so as to ensure the Intermediate Housing Units are accessible to a range of income brackets and remain as Affordable Housing in perpetuity in accordance with the NPPF are to be approved by the Council through the Affordable Housing Schemes for each Phase so as to achieve a balanced mix of unit types and sizes which best addresses housing need in the borough. The proposed housing unit mix remains unchanged from the 2010 Consented Scheme and is as follows (but may (as part of the approved Affordable Housing Schemes) be varied with the LPA's approval):

Type	Intermediate Housing	Affordable/Social Rented Housing
1 bedroom	36.8%	16%
2 bedroom	46.6%	37%
3/4 bedroom	16.6%	47%

## 12. EDUCATION & CHILDCARE – THE SOUTHERN DEVELOPMENT

CRL is to covenant to provide or procure the provision of the Education Campus and the Schools and Childcare facilities to the revised specification as as described in the Main Committee Report at section 5.25 and the relevant definitions and delivery provisions will be updated in the detailed drafting of the Proposed Revised S106 Agreement. The phasing and delivery provisions will be broadly in line with those contained in the 2010 S106 Agreement.

## 13. HEALTH

### The Northern Development:

The Brent Cross Partners shall pay a Health contribution based on the HUDU amount of £432 per dwelling (Index Linked)

- for each dwelling comprised in Phase 1B (North) payable prior to the commencement of Phase 1B (North) and
- for each dwelling comprised in Phase 2 (North) payable prior to the commencement of Phase 2 (North)

### The Southern Development:

CRL's obligations are to be essentially the same as in the 2010 Section 106 Agreement in relation to the delivery of health facilities.

**14. COMMUNITY FACILITIES**

This is essentially the same as in the 2010 Section 106 Agreement.

**15. REPLACEMENT LEISURE CENTRE**

This is essentially the same as in the 2010 Section 106 Agreement.

**16. PRINCIPAL OPEN SPACES**

16.1 This is essentially the same as in the 2010 Section 106 Agreement, subject to adjustments so as to reflect amendments to Phases as described above and the addition of the Living Bridge and Gateway Spaces.

16.2 More detail is provided for the Clitterhouse Playing Field Improvements (Part 1) and the Claremont Park Improvements, as part of Phase 1A (North): (see Schedule 28 in the Proposed Revised Section 106 Agreement).

16.3 The programme for delivery of these works has been accelerated in the ICP to compensate for the loss of Clarefield Park, in accordance with recommended condition 20:20 in the Section 73 Permission, as well as to facilitate delivery of the Southern Development.

**17. EMPLOYMENT AND SKILLS DEVELOPMENT**

This is essentially the same as in the 2010 Section 106 Agreement.

**18. PUBLIC REALM INCLUDING PUBLIC ART**

This is essentially the same as in the 2010 Section 106 Agreement.

**19. CONSULTATIVE ACCESS FORUM**

This is essentially the same as in the 2010 Section 106 Agreement.

**20. ENERGY REVIEW PANEL**

This is essentially the same as in the 2010 Section 106 Agreement.

**21. CHP (COMBINED HEAT AND POWER PLANT AND DISTRICT HEATING NETWORK)**

This is essentially the same as in the 2010 Section 106 Agreement except that the specification now excludes "cooling".

**22. TV, RADIO AND MOBILE RECEPTION**

This is essentially the same as in the 2010 Section 106 Agreement.

**23. WASTE HANDLING FACILITY**

This is essentially the same as in the 2010 Section 106 Agreement.

**24. CODE OF CONSTRUCTION PRACTICE AND IMPACT (COCP)**

This is essentially the same as in the 2010 Section 106 Agreement.

**25. CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLANS**

This is essentially the same as in the 2010 Section 106 Agreement.

**26. RIVER BRENT ALTERATION AND DIVERSION WORKS**

26.1 As described earlier in this report and (as to Phasing) in this appendix), the design of these works has been amended to follow a line running around the southern edge of the BXE Zone and the whole of these works is proposed to be included in Phase 1A (North) under the Section 73 Permission and the Proposed Revised Section 106 Agreement. The Brent Riverside Park is to be delivered as part of Phase 1B.

26.2 In response to a representation from the Environment Agency a contribution of £50k is to be made towards the de-culverting of 160 metres of Clitterhouse Stream through nearby Basing Hill Park as a mitigation for the impacts of the scheme by improving resilience of the river corridor and providing refuge for wildlife and helping to reduce overall ecological impact of the development.

**27. EXISTING FOODSTORE**

This is essentially the same as in the 2010 Section 106 Agreement.

**28. SUSTAINABLE STAFFING RESOURCES FOR MANAGING PHASES OF THE DEVELOPMENT**

This is essentially the same as in the 2010 Section 106 Agreement.

**29. ESTATE MANAGEMENT**

This is essentially the same as in the 2010 Section 106 Agreement, except the Proposed Revised Section 106 Agreement now includes an updated statement of the parameters and principles of the Estate Management Framework and applies them more specifically to Public Realm within the amended design of the Development, so as to guide and govern the design and delivery of the Development in its various phases.

**30. THIRD PARTY LIABILITY PROVISIONS**

This is essentially the same as in the 2010 Section 106 Agreement.

## **SECTION 3 – OBLIGATIONS ENTERED INTO WITH THE LPA AND TFL**

### **31. CONSOLIDATED TRANSPORT FUND**

- 31.1 This is essentially the same as in the 2010 Section 106 Agreement with exception of the following important changes.
- 31.2 The total amount of Contributions specified in the CTF Schedule has been reduced from £46m agreed in the 2010 Section 106 Agreement to £26.67m in the CTF Schedule appended to the Proposed Revised Section 106 Agreement (see Schedule XX to this Appendix). However, there is also to be provision in the CTF clauses and the CTF Schedule for an additional contribution to top up the Phase 1B (North) CTF minimum contribution of £6m (Index linked BCIS All-in Tender Price from January 2014) for the Brent Cross LUL Station Step Free Access Works up to an aggregate total capped amount of £10m (Index linked BCIS All-in Tender Price from January 2014) if this is shown in the Step Free Access Feasibility Study to be required in order to deliver these works. Such additional sum to be paid under the proposed Revised S106 Agreement but not form part of the CTF.
- 31.3 The Cricklewood Station Step Free Access Works contributions in the CTF Schedule has been removed because the TA (2013) shows that few trips use that station and the RTS contribution has been removed for the reasons outlined in the Transport Section of the main report.

### **TFL's ROLE IN PROTECTING THE STRATEGIC TRANSPORT NETWORK**

- 31.4 This section essentially the same as in the 2010 Section 106 Agreement.
- 31.5 Bridge Structures are now included in the definition of STN Applications and are covered by these arrangements.

### **32. BUS SERVICES**

#### **32.1 Bus Mitigation During Construction**

This is essentially the same as in the 2010 Section 106 Agreement.

#### **32.2 Bus Network and Priority**

This is essentially the same as in the 2010 Section 106 Agreement except that the liability of the Northern Development to provide Supplemental Transport Measures, under paragraph 3,2,2 of Schedule 3 to the Proposed Revised Section 106 Agreement, for further monitoring of the bus corridors and bus journey times within Monitoring Strategy, will be limited to £2m (Index Linked).

**33. TRANSPORT INTERCHANGE 2 / REPLACEMENT BUS STATION & THE BUS STATION TEMPORARY RELOCATION WORKS AND BUS STATION TEMPORARY RELOCATED FACILITY**

33.1 The Brent Cross Partners are intending to relocate the existing Brent Cross Bus Station during the course of the Phase 1 Works and paragraphs 4.1 and 4.2 of Schedule 3 to the Proposed Revised Section 106 Agreement prevent closure of the existing bus station until either the Temporary Relocated Facility or Transport Interchange T2 (Replacement Brent Cross Bus Station) has been provided in accordance with details to be approved as part of the Pre-Phase 1A (North) Details.

33.2 Detailed design parameters and principles for Transport Interchange T2 (Replacement Brent Cross Bus Station) are contained in Schedule 6 and Drawings 13 & 14 contained in Schedule 8 of the proposed Revised S106 Agreement. The revised ICP shows this Critical Infrastructure being completed in late October 2020. TfL are seeking provisions to require the Bus Station Temporary Relocation Facility to be enhanced in the event that the delivery of Transport Interchange T2 (Replacement Brent Cross Bus Station) is significantly delayed beyond the period for delivering it as shown in the ICP..

33.3 Otherwise, the delivery obligations in relation to Transport Interchange T2 (Replacement Brent Cross Bus Station) are essentially the same as in the 2010 Section 106 Agreement.

**34. TRANSPORT INTERCHANGE T1 (NEW TRAIN STATION AND TRANSPORT INTERCHANGE)**

34.1 CRL shall construct or procure the construction of the Rail Enabling Works and the Transport Interchange T1 (New Train Station and Transport Interchange) to the stage of practical completion in accordance with the Indicative Construction Programme and the Detailed Delivery (Non-PDP) Programme and the relevant Phase Details unless and to the extent that either (a) the LPA and TfL shall agree otherwise (subject to paragraph 2.7 above) or (b) there is a Force Majeure resulting in delay.

34.2 CRL shall ensure that the design of the Transport Interchange T1 (New Train Station and Transport Interchange) is in accordance with the TfL Interchange Design Guide on transport interchanges and any revisions or updates to the aforementioned.

**35. A5 CORRIDOR STUDY**

This is essentially the same as in the 2010 Section 106 Agreement.

**MATRIX AND TRANSPORT REPORTS**

35.1 This is essentially the same as in the 2010 Section 106 Agreement.

35.2 There will be updating of Schedule 17 to the Proposed Revised Section 106 Agreement in order to reflect the proposed amended phasing under the Section 73 Permission but the mechanism will work in the same way to ensure that the Development as built adheres to the TA (2013) predictions as to Network Performance Outcomes.

35.3 Supplementary Transport Measures may be required in order to achieve these objectives and the updated schedule will contain provisions to ensure that the Phase 1 and Phase 2

Transport Reports assess future impacts of the Northern Development in subsequent phases of the Development (Phases 3 – 7) as the subsequent phases progress. Schedule 17 of the proposed Revised Draft S106 Agreement is being updated to address this issue.

**36. CONSTRUCTION CONSOLIDATION CENTRE**

This is essentially the same as in the 2010 Section 106 Agreement save that the CCC Feasibility is now required to be carried out in each Phase separately.

**37. TRANSPORT ADVISORY GROUP**

This is essentially the same as in the 2010 Section 106 Agreement.

**38. CONSTRUCTION TRANSPORT MANAGEMENT PLAN**

This is essentially the same as in the 2010 Section 106 Agreement.

**39. CAR PARKING**

This is essentially the same as in the 2010 Section 106 Agreement.

**40. PEDESTRIAN AND CYCLE LINKS**

40.1 This is essentially the same as in the 2010 Section 106 Agreement.

**41. FRAMEWORK DELIVERY AND SERVICING STRATEGY**

This is essentially the same as in the 2010 Section 106 Agreement.

**42. FREIGHT QUALITY PARTNERSHIP**

This is essentially the same as in the 2010 Section 106 Agreement.

**43. GREEN TRAVEL MEASURES**

This is essentially the same as in the 2010 Section 106 Agreement.

**44. FRAMEWORK TRAVEL PLAN**

This is essentially the same as in the 2010 Section 106 Agreement.

**45. OCCUPIER TRAVEL PLANS**

This is essentially the same as in the 2010 Section 106 Agreement.



**46. ENTERPRISE SCALE TRAVEL PLANS**

This is essentially the same as in the 2010 Section 106 Agreement.

**47. SCHOOL TRAVEL PLANS**

This is essentially the same as in the 2010 Section 106 Agreement.

**48. CONSTRUCTION WORKER TRAVEL PLAN**

This is essentially the same as in the 2010 Section 106 Agreement.

**49. TRAVEL PLAN CO-ORDINATOR**

This is essentially the same as in the 2010 Section 106 Agreement.

**SCHEDULE 1**  
**REVISED CTF SCHEDULE**

**Northern  
Development**

Phase 1B (North)		Total	Relevant Index
	Bus subsidy	4,300,000	RPI
	Bus stop improvements	500,000	RPI
	Step Free access feasibility studies	120,000	RPI
	Transport Contingency Fund	2,000,000	RPI
	Adjoining Boro's Fund	1,250,000	RPI
	A406 surfacing or supplementary traffic noise mitigation	1,000,000	Tender Price Index of Road Construction
	Brent Cross Underground station step free contribution	6,000,000 (Refer to note 3 below)	BCIS All-in Tender Price (index linked from January 2014)
		15,170,000	

**Southern  
Development**

Phase 1B (South)		Total	Relevant Index
	Transport Contingency Fund	2,000,000	RPI
		2,000,000	

Phase 2 (South)		Total	Relevant Index
	Transport Contingency Fund	1,000,000	RPI
		1,000,000	

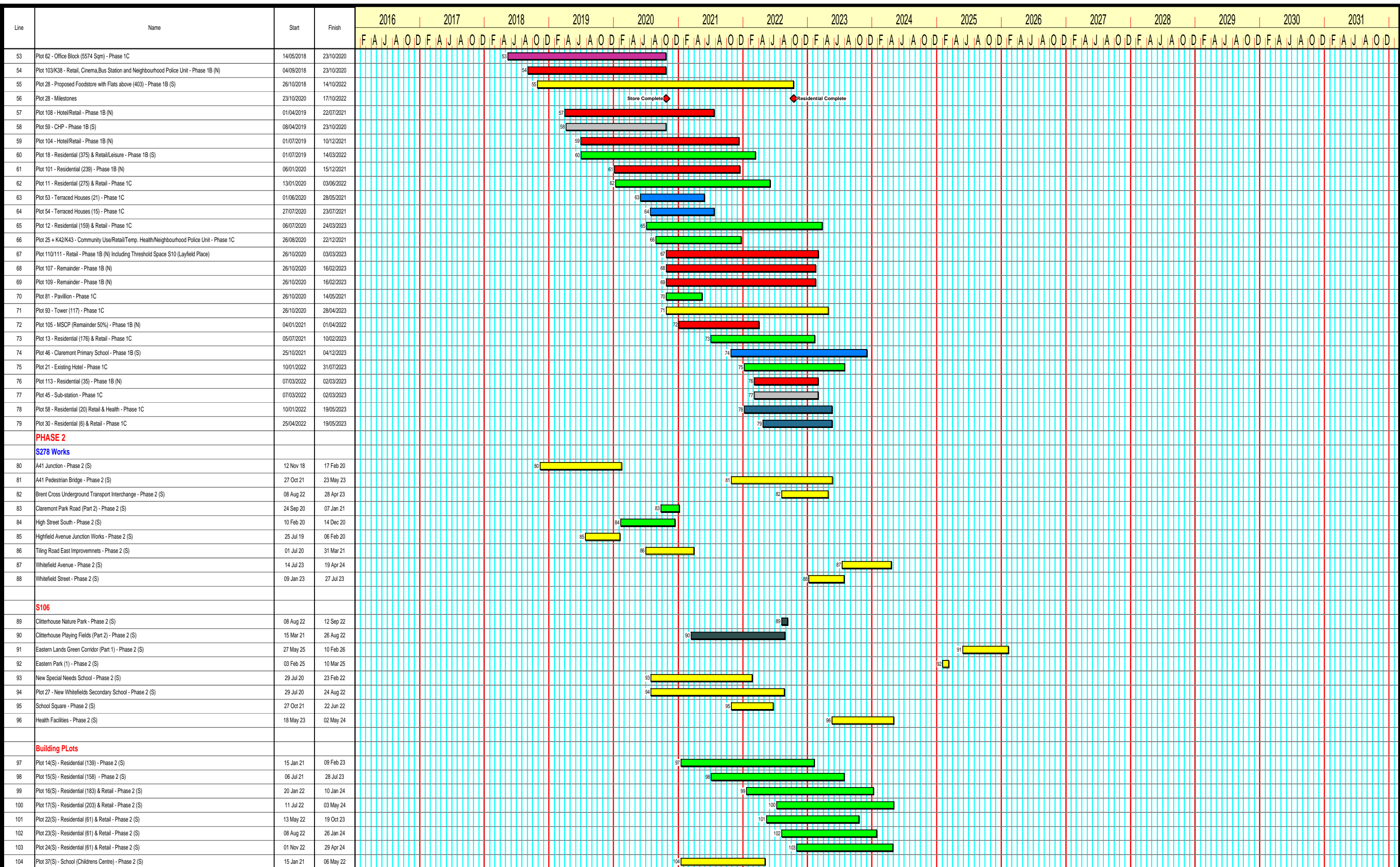


**SCHEDULE 2**

**THE REVISED INDICATIVE CONSTRUCTION PROGRAMME**

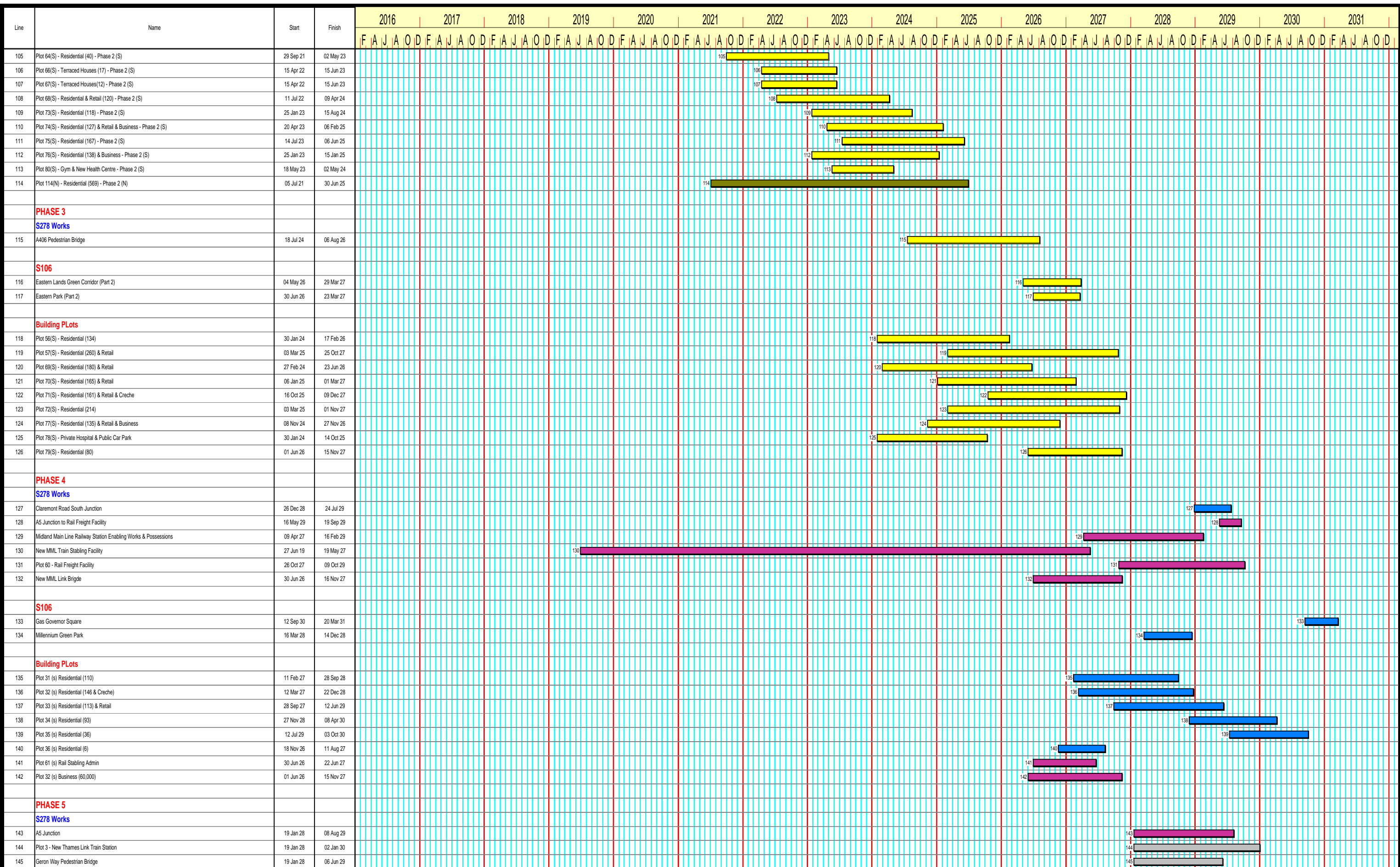






	<b>Project title</b> Brent Cross Cricklewood	Dated: 16/01/2014 Drawn By: SSD Programme No: 28450-BXC- ICP-00
	<b>Programme title</b> BXC Strategic Programme	Revision Comment: Notes: Indicative ICP Programme
	<b>Client</b> Hammerston	Sheet 2 of 4 Revision C Revision Date 16/01/2014

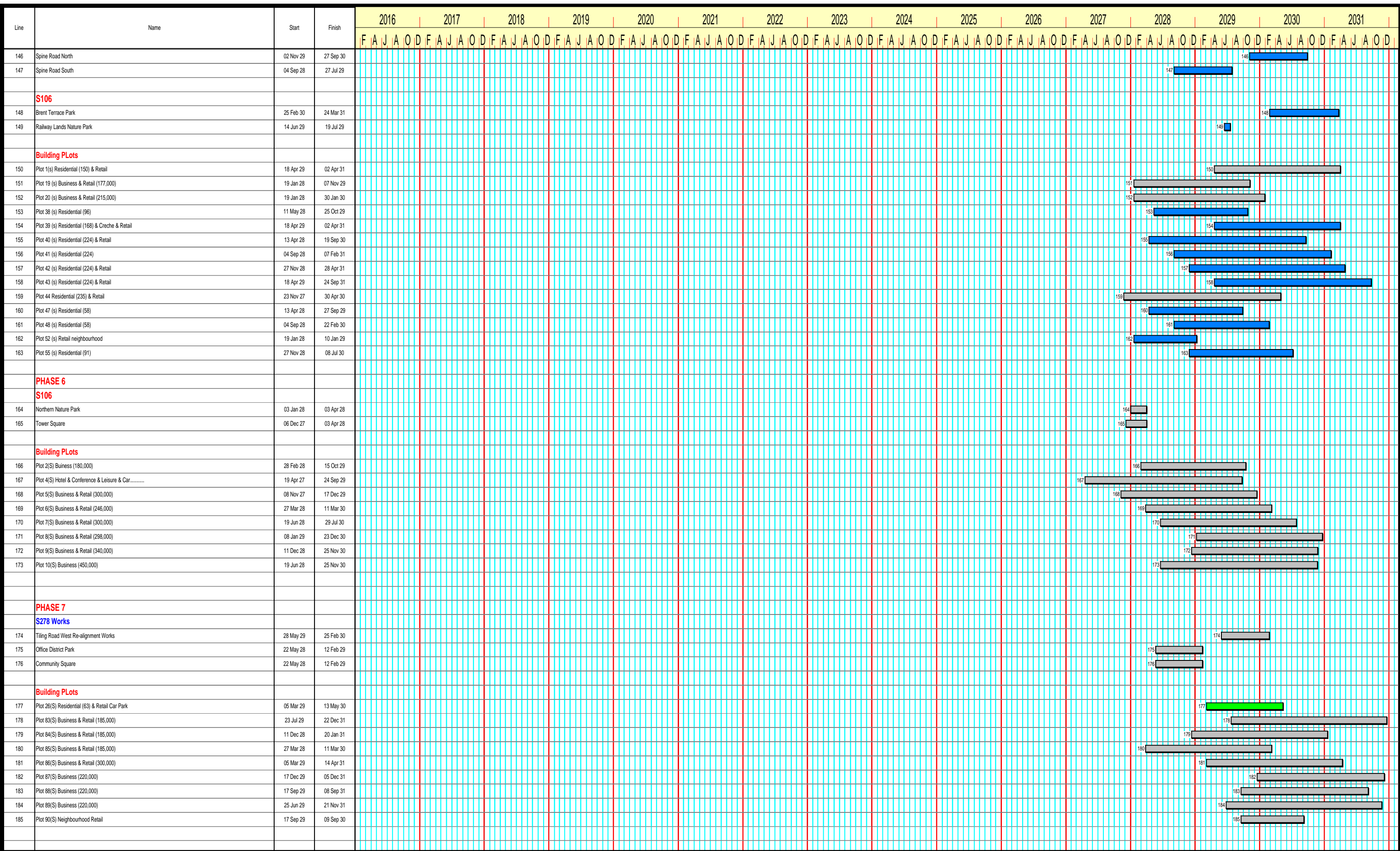




	Project title	Brent Cross Cricklewood	Dated: 16/01/2014	Drawn By: SSD	Programme No:28450-BXC- ICP-00
	Programme title	BXC Strategic Programme	Revision Comment:		
	Client	Hammerston	Notes: Indicative ICP Programme		
			Sheet 3 of 4	Revision	C
				Revision Date	16/01/2014







Work Phases  
■ Brent Cross East    ■ Eastern Land    ■ Market Quarter    ■ Brent Cross West    ■ Cricklewood Lane    ■ Railway Lands    ■ Station Quarter    ■ Clitterhouse Playing Field    ■ Brent Terrace    ■ Milestone

	<b>Project title</b> Brent Cross Cricklewood	Dated: 16/01/2014	Drawn By: SSD	Programme No:28450-BXC- ICP-00	
	<b>Programme title</b> BXC Strategic Programme	Revision Comment:			
	<b>Client</b> Hammeron	Notes: Indicative ICP Programme			
			Sheet 4 of 4	Revision C    Revision Date 16/01/2014	



## SCHEDULE 3

### CAR PARKING MANAGEMENT PRINCIPLES FOR THE BRENT CROSS SHOPPING CENTRE

#### Off-street Non-Residential Car Parking

- Office car parking will be managed by the individual offices and is likely to be controlled with barriers and pass card systems.
- The Tesco car park will be managed as a shared town centre car park.
- Public off-street parking areas serving the town, neighbourhood and community centres will be managed by the use of parking charges in such a way as to dissuade all day commuter parking. The proposed control of the core public parking areas is envisaged as 'pay on exit' with entry and exit barriers.
- Some cross-plot sharing of parking is proposed i.e. where parking for a certain land use on a plot may (subject to the approval of the LPA) be provided on an adjacent or nearby plot. In these instances it will be important for this parking allocation to be physically differentiated to allow its easy identification by intended users.

#### Brent Cross Shopping Centre

- The initial minimum proposed car parking charges at BXSC will be as shown in the Table below (provided that these may thereafter be varied by the Developers in accordance with principles of good estate management).

Time Charge
0-2 hours £1.00
2-3 hours £2.00
3-4 hours £2.50
4-5 hours £3.50
5-6 hours £6.00

6-7 hours £12.00

7-8 hours £14.00

8 hours + £30.00

- The Proposed Revised Section 106 Agreement will contain provisions to ensure that the car parking charges are reviewed and approved by the LPA at least every 3 years in order to provide encouragement to use non- car modes of travel.
- A variable message sign (VMS) parking guidance and management system will be introduced at BXSC. This would be capable of identifying the number and location of remaining individual available car parking spaces at BXSC, and will provide information to motorists to help them find these spaces. The aim will be to minimise the level of circulating traffic, congestion, emissions and driver frustration on the site during busy periods.
- The proposed hotel at Brent Cross will have its own car park discrete from the shared parking area, and immediately adjacent to the hotel itself. This will be under the direct management of the hotel operator and is likely to be controlled by a barrier system. There may also be a facility to allow a limited number of hotel and conference visitors to be issued with a prepaid parking pass, the cost of which would be covered by the hotel operator.

### **Controlled On-street Parking Zones**

- The BXC site should be included as a designated Controlled Parking Zone (CPZ) and all the residents and businesses within the area be given the opportunity to be issued with residents/visitors parking permits. Where new residents are provided with the opportunity for dedicated off-road parking then they would normally be excluded from applying for on-street residents parking permits.
- The exact geographical extent of a future CPZ will be agreed with LB Barnet, and possibly LB Brent, and may need to be progressively increased as the development proceeds. The CPZ will need to cover a sufficient area around the stations in order to prevent commuter parking, which applies to both the new BXC Railway Station and to the existing Brent Cross Underground and Cricklewood Railway Stations.
- Some limited on-street parking provision will be made available on the access roads to the office and the residential developments, which will be primarily available for setting down/picking up and loading/unloading. It may be desirable to allow some short stay parking or waiting areas in the vicinity of appropriate land uses such as neighbourhood retail outlets. In addition some on-street parking may need to be allocated for specific purposes. This will need to be identified in marked bays, and controlled by the issue of permits to the intended users. This will be included in the overall parking allocations for development