

DATED

21 December

2010

(1) RINGLINE PROPERTIES LIMITED

and

(2) AIB GROUP (UK) PLC

and

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

**A G R E E M E N T**  
relating to land known as  
9 DOWNSHIRE HILL  
LONDON NW3 1NR  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended) and  
Section 278 of the Highways Act 1980

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

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THIS AGREEMENT is made the 21<sup>st</sup> day of December 2010

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

1. **RINGLINE PROPERTIES LIMITED** (Co. Regn. No. 6168175) whose registered office is at Ground Floor 30 City Road London EC1Y 2AB (hereinafter called "the Owner") of the first part
2. **AIB GROUP (UK) PLC** of 4 Queens Square Belfast BT1 3DJ (hereinafter called "the Mortgagee") of the second part
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 380899 subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 9 December 2008 and given Council reference number 2008/5894/P.
- 1.4 An Application for Listed Building Consent in relation to the development of the Property was submitted to the Council and validated on 9 December 2008 and given Council reference number 2009/0056/L.
- 1.5 The Council refused the Planning Application on 29 April 2010.
- 1.6 The Council refused the Application for Listed Building Consent on 29 April 2010.

- 1.7 An appeal under Section 78 of the Act in respect of the Planning Application was submitted to the Planning Inspectorate by the Owner and given reference number APP/X5210/A/10/2129688.
- 1.8 An appeal under Section 20 of the Planning (Listed Building and Conservation Area) Act 1990 in respect of the Application for Listed Building Consent was submitted to the Planning Inspectorate by the Owner and given reference number APP/X5210/E/10/2129689.
- 1.9 The Council is the local planning authority for the purposes of the Act 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.
- 1.10 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.
- 1.11 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.12 The Mortgagee as mortgagee under a legal charge registered under Title Number 380899 and dated 29 May 2009 is willing to enter into this Agreement to give its consent to the same.

## 2. **DEFINITIONS**

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

- |     |                 |  |
|-----|-----------------|--|
| 2.1 | "the Act"       | the Town and Country Planning Act 1990 (as amended)              |
| 2.2 | "the Agreement" | this Planning Obligation made pursuant to Section 106 of the Act |

- |     |   |   |
|-----|---|---|
| 2.3 | "Application for Listed Building Consent"     | an application for Listed Building Consent in respect of the Property submitted to the Council and validated on 9 December 2008 and given Council reference number 2009/0056/L  |
| 2.4 | "the Certificate of Practical Completion"     | the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed  |
| 2.5 | "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   |
| 2.6 | "Construction Management Plan"                | <p>a plan setting out the measures that the Owner will adopt in undertaking the demolition of the Existing Building and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out safely and with minimal impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <p>(i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely</p> |

effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;

- (ii) incorporation of the provisions set out in the First Schedule annexed hereto;
- (iii) proposals to ensure that the impacts on the Conservation Area during the Construction Phase are mitigated as far as reasonably practicable;
- (iv) effects on the health and amenity of local residents site construction workers local businesses and adjoining developments undergoing construction;
- (v) 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);
- (vi) a waste management strategy for handling and disposing of construction waste; and
- (vii) 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

2.7 "the Construction Phase"

the whole period between

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

and for the avoidance of doubt includes the demolition of the Existing Building

2.8 "the Development"

(i) erection of new single dwellinghouse following demolition of existing single dwellinghouse (Class C3 as shown on drawing numbers: Site Location Plan; 2126-14OCT08-01; 2126-14OCT08-02; 2126-14OCT08-03; 2126-14OCT08-04; 2126-14OCT08-05; 2126-14OCT08-06; 2126-14OCT08-07; 2126-14OCT08-08; 2126-14OCT08-12; 2126-14OCT08-13; 2126-14OCT08-14; 2126-14OCT08-15; 2126-24APR07-03; 2126-24APR07-08; 2126-24APR07-09; 2126-24APR07-10; 2126-24APR07-11; 2126-24APR07-12; 2126-24APR07-01; 2126-24APR07-02; 2126-20JUN07-20; 2126-20JUN07-21; 2126-20JUN07-22; 01 Rev F; 02 Rev F; 03 Rev F; 04 Rev F; 05 Rev E; 06 Rev E; 07 Rev F; 08 Rev F; 09 Rev E, as received 07/05/2009; 10 Rev F; 11 Rev E, as received 07/05/2009; 12 Rev F; 13 Rev F; 14 Rev E, as received 07/05/2009; 15 Rev E; 18 Rev E; 19 Rev A; 7694.11.SK01 Rev D; 7694.11.SK03 Rev D; 7694.11.SK05; 7694.11.SK06; Design and Access Statement, dated December 2008; Planning Statement, dated December 2008; Historic Fabric Salvage and Recording Brief, dated December 2008; Building History, dated June 2007; PPG 15 Justification Statement, dated December 2008; Geotechnical Desk

Study, dated December 2008; Ground Investigation Report, dated April 2009; REP/123323/S003, dated December 2008; REP/123323/S004, dated December 2008; REP/123323/S005, dated December 2008; Record of Front Gate Post Prior to Dismantling, dated February 2008; Preliminary Carbon Emissions Calculations, dated November 2008; Rainharvesting Systems Information - 4 Sheets, as received 07/05/2009; RLA Roof and Surface Water Drainage Proposals - RLA/4022, Issue 1, dated May 2009; Arbtech Trees and Development; Air Conditioning Acoustic Report 'Option C' RLA/4022 Rev A, dated May 2009; Daylight and Sunlight Report, dated April 2009; Daytime Bat & Bird Survey, dated April 2009; Nocturnal Bat Survey, dated June 2009 and Computer Generated Images x3, as received 07/05/2009; and

(ii) demolition of existing single dwellinghouse in association with the erection of new single dwellinghouse (Class C3) as shown on drawing numbers:- Site Location Plan; 2126-14OCT08-01; 2126-14OCT08-02; 2126-14OCT08-03; 2126-14OCT08-04; 2126-14OCT08-05; 2126-14OCT08-06; 2126-14OCT08-07; 2126-14OCT08-08; 2126-14OCT08-12; 2126-14OCT08-13; 2126-14OCT08-14; 2126-14OCT08-15; 2126-24APR07-03; 2126-24APR07-08; 2126-24APR07-09; 2126-24APR07-10; 2126-24APR07-11; 2126-24APR07-12; 2126-24APR07-01; 2126-24APR07-02; 2126-20JUN07-20; 2126-20JUN07-21; 2126-20JUN07-22; 01 Rev F; 02 Rev F; 03 Rev F; 04

Rev F; 05 Rev E; 06 Rev E; 07 Rev F; 08 Rev F; 09 Rev E, as received 07/05/2009; 10 Rev F; 11 Rev E, as received 07/05/2009; 12 Rev F; 13 Rev F; 14 Rev E, as received 07/05/2009; 15 Rev E; 18 Rev E; 19 Rev A; 7694.11.SK01 Rev D; 7694.11.SK03 Rev D; 7694.11.SK05; 7694.11.SK06; Design and Access Statement, dated December 2008; Planning Statement, dated December 2008; Historic Fabric Salvage and Recording Brief, dated December 2008; Building History, dated June 2007; PPG 15 Justification Statement, dated December 2008; Geotechnical Desk Study, dated December 2008; REP/123323/S003, dated December 2008; REP/123323/S004, dated December 2008; REP/123323/S005, dated December 2008; Record of Front Gate Post Prior to Dismantling, dated February 2008; Preliminary Carbon Emissions Calculations, dated November 2008; Rainharvesting Systems Information - 4 Sheets, as received 07/05/2009; RLA Roof and Surface Water Drainage Proposals - RLA/4022, Issue 1, dated May 2009; Arbtech Trees and Development; Air Conditioning Acoustic Report 'Option C' RLA/4022 Rev A, dated May 2009; Daylight and Sunlight Report, dated April 2009; Daytime Bat & Bird Survey, dated April 2009; Nocturnal Bat Survey, dated June 2009; Computer Generated Images x3, as received 07/05/2009; Geotechnical Report Rev D, dated January 2010; Site Investigation Report Issue 03, dated 29/04/2009; Site Investigation Report 9 Downshire Hill Phase 2 Issue 03, dated 18/12/2009 and PPG14 Statement, dated January 2010



## 2.9 "Detailed Construction Plan"

a plan to be submitted by the Owner and approved by the Council in consultation with English Heritage setting out detailed information relating to the construction of the Development and providing for a programme of detailed mitigating measures to be undertaken and put in place by the Owner such plan to be designed with the objective of containing the impact of the Development on the structural stability of neighbouring properties as described in the Arup document entitled *Geotechnical Report Rev D dated January 2010* submitted with the Planning Application ("the Arup Report") to include the following:-

- (i) incorporation of the recommendations contained within the Arup Report including the provision of a system of pre-stressed propping together with any subsequent revisions;
- (ii) inclusion of a detailed monitoring regime throughout the Construction Phase
- (iii) a method statement detailing the proposed method of ensuring the safety and stability throughout the Construction Phase of the neighbouring buildings including temporary works sequence drawings and assumptions;
- (iv) detailed design drawings prepared by a suitably qualified and experienced chartered geotechnical engineer and chartered structural engineer both with experience of sub-ground level

construction commensurate with the Development whose identities shall be approved in writing in advance by the Council for all elements of the groundworks and basement authorised by the Planning Permission together with specifications and supporting calculations;

- (v) an update of the risk assessment submitted with the Planning Application based on:-
  - (a) the detailed design drawings referred to in (iv) above ;and
  - (b) the contents of the Party Wall Award and any condition surveys referred to in (viii) below;
- (vi) phasing plan demonstrating that the lower ground floor and basement forming part of the Development shall be completed within six months of the start of bulk excavations from the Property;
- (vii) provision of a contingency plan setting out measures that will be undertaken to ensure the safety and preservation of the adjoining properties in the event of any delay in completion of the basement sub-structure; and
- (viii) a copy of the Party Wall Awards in respect of the Development covering the buildings located at numbers 8 and 10 Downshire Hill together with any condition surveys undertaken by the

Owner in relation to 7 and 11 Downshire Hill

- 2.10 "Existing Building" the building in situ at the Property as at the date of this Agreement
- 2.11 "the Expert" shall have the meaning ascribed to it in sub-clause 6.10(a) of this Agreement
- 2.12 "Force Majeure" fire, flood or other exceptionally adverse weather conditions, malicious damage, terrorist action or decree of Government or other exceptional event, cause or circumstance outside the reasonable control of the Owner, its contractors or agents, and which adversely affects its ability to perform any obligation relating to any works provided for in this agreement PROVIDED THAT the same could not reasonably have been avoided or provided against by the Owner its contractors or agents, is not due to the negligence or default of the relevant party and is mitigated against in accordance with the principles of common law to reduce any delay so far as reasonably practicable
- 2.13 "the Highways Contribution" the sum of £6,500 (six thousand five hundred pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for carrying out of works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-

- (a) repaving the footway adjacent to the Property;
- (b) creation of the vehicular crossover to the front of the Property; and
- (c) any further works to the Public Highway in the vicinity of the Property that the Council considers necessary as a direct result of the Development

all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

2.14 "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 for the avoidance of doubt shall include the start of demolition of the Existing Building and references to "Implementation" and "Implement" shall be construed accordingly

2.15 "Listed Building Consent"

any consent granted in relation to the Development by the Secretary of State or the Planning Inspectorate in respect of the Council's refusal of the Application for Listed Building Consent under Planning Inspectorate reference APP/X5210/E/10/2129689

- 2.16 "the Level Plans" the drawing numbered 2126-24APR07-02 demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.17 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.18 "the Parties" mean the Council the Owner and the Mortgagee
- 2.19 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 9 December 2008 and given Council reference number 2008/5894/P
- 2.20 "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 7.1 hereof
- 2.21 "the Planning Permission" any planning permission granted for the Development by the Secretary of State or the Planning Inspectorate in respect of the appeal of the Council's refusal of the Planning Application under Planning Inspectorate reference APP/X5210/A/10/2129688
- 2.22 "the Property" the land known as 9 Downshire Hill London NW3 1NR the same as shown shaded grey on the plan annexed hereto

- 2.23 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.24 "the Shell and Core Certificate" the certificate issued by the Owner's contractor architect or project manager certifying that the external facades and the internal core of the Development has been completed and that the building is watertight

3. **NOW THIS DEED WITNESSETH** as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act and section 278 of the Highways Act 1980, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting 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 This Agreement shall come into effect on the date that Planning Permission is granted .
- 3.6 The Parties save where the context states otherwise shall include their successors in title.

- 3.7 The Council agrees that where its consent or approval is required under any of the provisions of this Agreement that approval or consent shall not be unreasonably withheld or delayed.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CONSTRUCTION MANAGEMENT PLAN**

- 4.1.1 On or prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan and to provide a further copy of that draft for information only to the owners of numbers 8 and 10 Downshire Hill.
- 4.1.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.
- 4.1.3 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 without any impact or disturbance to the surrounding environment and highway network in excess of what can reasonably be expected having regard to the location and nature of the Development.
- 4.1.4 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 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 upon notice from the Council forthwith take any steps required to remedy such non-compliance.

## **4.2 DETAILED CONSTRUCTION PLAN**

- 4.2.1 On or prior to the Implementation Date to provide the Council for approval a draft Detailed Construction Plan and to provide a further copy of that draft for information only to the owners of numbers 8 and 10 Downshire Hill.
- 4.2.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Detailed Construction Plan in consultation with English Heritage as demonstrated by written notice to that effect PROVIDED however that the failure of the Council to consult with English Heritage shall not invalidate any approval issued by the Council.
- 4.2.3 The Owner acknowledges and agrees that the Council will not approve the Detailed Construction Plan unless it demonstrates to the Council's reasonable satisfaction that the Development can be constructed safely in light of the ground conditions, and will not cause any structural problems with neighbouring properties nor the Development itself.
- 4.2.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Detailed Construction Plan and not to permit the carrying out of any works comprised in building out the Development at any time when the requirements of the Detailed Construction Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required to remedy such non-compliance.

## **4.3 HIGHWAY WORKS**

- 4.3.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.
- 4.3.2 Not to Implement or to allow Implementation until such time as the Council has received the Highways Contribution in full.
- 4.3.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway (including the crossover forming part of



the Highway Works) to levels it considers appropriate taking account of the Level Plans and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.

4.3.4 On completion of the Highway Works the Council shall provide to the Owner a certificate containing a breakdown of the costs incurred by the Council in carrying out the Highway Works ("the Certified Sum").

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

#### **4.4 CONSTRUCTION AND COMPLETION OF DEVELOPMENT**

4.4.1 That within 30 months of the Implementation Date to ensure the Development has been completed as confirmed by the Shell and Core Certificate issued in respect thereof PROVIDED THAT in the event of the completion of the Development being unavoidably delayed by any Force Majeure for which the Owner is not responsible then the period referred to in this clause for full implementation and completion of the Development shall be extended by a period either equivalent to the period or periods of delay by the aforementioned cause or causes or by a period of six months, whichever is the lesser.

### **5. OBLIGATIONS OF THE COUNCIL**

The Council covenants with the Owner that it will:-

5.1 Ensure that the Highways Contribution is used solely for the purposes stated in this Agreement.

5.2 If all or any part of any of the Highways Contribution remains unspent on the second (2<sup>nd</sup>) anniversary of the Occupation Date then any unexpended sum shall be reimbursed to whoever paid the Highways Contribution upon written request from the Owner for the same.

- 5.3 Following Implementation of the Development the Council shall use reasonable endeavours to carry out the Highways Works and shall use reasonable endeavours to liaise with the Owner's project manager for the Development (should the Owner's project manager contact the Council) to establish a programme that aims to have the Highways Works completed at the same time as the Development and the Council shall use its reasonable endeavours to achieve that aim.

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

- 6.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place and shall send a copy of the notice at the same time to the owners of numbers 7, 8, 10 and 11 Downshire Hill.
- 6.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 7.1 hereof quoting planning reference 2008/5894/P the date upon which the Development is ready for Occupation.
- 6.3 The Owner and the Council 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.
- 6.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

- 6.5 Payment of the Highways Contribution pursuant to Clause 4.3 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Income Code ZN044ZL065 or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.
- 6.6 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 6.7 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AllRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that
- $$A = B \times \frac{(Y-X)}{X}$$
- 6.8 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.

6.9 In the event that:-

- (a) the Council notifies the Owner in writing that it is unable to approve the Construction Management Plan or the Detailed Construction Plan which are submitted to the Council for approval pursuant to the terms of this Agreement (or the Council fails to issue written notification as to whether or not it approves or rejects the same) within fourteen weeks of receipt of the Construction Management Plan or Detailed Construction Plan from the Owner (the Approval Period); and
- (b) the Owner has supplied to the Council all of the information that the Construction Management Plan and the Detailed Construction Plan are required to contain under the terms of this Agreement,

at the expiry of the Approval Period the provisions of clause 6.10 of this Agreement will apply ALWAYS PROVIDED if the reason the Council is unable to provide approval of the Construction Management Plan or the Detailed Construction Plan within the Approval Period is because the Owner has not supplied to the Council all of the information that the Construction Management Plan or the Detailed Construction Plan are required to contain under the terms of this Agreement clause 6.10 of this Agreement shall not apply until such time as the Owner has supplied that information to the Council;

6.10 It is agreed by the Parties that at the expiry of the Approval Period and subject to clause 6.9 of this Agreement :-

- (a) the Council or the Owner may refer the issue of whether the Construction Management Plan or the Detailed Construction Plan should be approved to an appropriately qualified and experienced expert ("the Expert");
- (b) the Expert shall be such person as is agreed upon by the Council and the Owner or in default of agreement shall be appointed on the application of either the Council or the Owner by the President for the time being of the Chartered Institute of Arbitrators or their appointed deputy;
- (c) the reference to the Expert shall be on the terms that:-

- (i) In the event the Expert does not have appropriate experience in any field required in determining the Construction Management Plan or the Detailed Construction Plan the Expert shall require the Council and the Owner to appoint any other person nominated by the Expert holding appropriate professional qualifications to advise them on any matter specified by the Expert; and
- (ii) the Expert issues their decision as soon as reasonably practicable
- (d) the decision of the Expert shall be final and binding upon the Council and the Owner save in the case of manifest error and the Council agrees to issue a written approval or approvals as appropriate as soon as reasonably practicable following receipt of the Expert's decision to give effect to it;
- (e) the parties will be entitled to make representations and counter-representations in accordance with such timetable as the Expert shall direct; and
- (f) Sixty per cent (60%) of the Expert's costs will be borne by the Owner and forty per cent (40%) of the Expert's costs will be borne by the Council.
- (g) the Owner and the Council will bear their own costs of reference to the Expert.

6.11 If for any reason the Expert shall fail to issue a decision and give notice thereof as soon as reasonably practicable either party may apply to the President or the Vice President for the time being of the Chartered Institute of Arbitrators for a substitute to be appointed in his place which procedure may be repeated as many times as necessary.

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

- 7.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2008/5894/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 and in the case of the Mortgagee, notice shall be sent to the Mortgagee at 202 Finchley Road London NW3 6BX.
- 7.2 This Agreement shall be registered as a Local Land Charge.
- 7.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 7.4 The Owner hereby covenants with the Council that it will within 28 days from the date on which the Planning Permission is issued 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 on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 7.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

7.6 Neither the Owner the or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

7.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

8. **MORTGAGEE EXEMPTION**

8.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 7.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

9. **RIGHTS OF THIRD PARTIES**

9.1 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 and the Mortgagee have executed this instrument as their Deed the day and year first before written

## **THE FIRST SCHEDULE**

### **Construction Management Plan**

#### **Highway Measures**

A Construction Management Plan outlines how construction work will be carried out and how this work will be serviced (e.g. delivery of materials, set down and collection of skips), with the objective of minimising traffic disruption and avoiding dangerous situations and minimising the impact on local amenity. A Construction Management Plan should cover both demolition and construction phases of development. Details of the Construction Management Plan will relate to the scale and kind and location of the development and they should assess the impact on transport and on local amenity including road user amenity. Should any one of these criteria be considered not to be relevant, then specific justification, as to why that particular criterion is not relevant, will need to be provided. The Construction Management Plan should demonstrate that the following has been considered and where necessary the impacts mitigated:

*(Note the term 'vehicles' used here refers to all vehicles associated with the implementation of the development, e.g. demolition, site clearing, delivering of plant, material and construction, staff parking etc)*

- a) A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
- b) Proposed start and end dates for each phase of construction.
- c) The proposed working hours within which vehicles will arrive and depart.
- d) The access arrangements for vehicles.
- e) Proposed routes for vehicles between the site and the Transport for London Road Network (TLRN). Consideration should also be given to weight restrictions, low bridges and cumulative affects of construction on the highway. A map of the TLRN can be downloaded from the following site:-  
[http://www.tfl.gov.uk/assets/downloads/TFL\\_Base\\_Map\\_Master.pdf](http://www.tfl.gov.uk/assets/downloads/TFL_Base_Map_Master.pdf)
- f) Typical sizes of all vehicles and the approximate frequency and times of day when they will need access to the site, for each phase of construction.
- g) Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- h) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.
- i) Parking and loading arrangement of vehicles and delivery of materials and plant to the site.



- j) Details of proposed parking bays suspensions and temporary traffic management orders.
- k) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- l) Details of hoarding required or any other occupation of the public highway.
- m) Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- n) Details of how traffic associated with the Development will be managed in order to reduce congestion.
- o) Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- p) Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- q) Details of consultation on a draft Construction Management Plan with local residents, business, local groups (e.g. residents/tenants and business associations) and Ward Councillors. Details should include who was consulted, how the consultation was conducted and the comments received in response to the consultation. In response to the comments received, the Construction Management Plan should then be amended where appropriate and where not appropriate a reason should be given why not. The revised Construction Management Plan should also include a list of all the comments received. You are advised to check your proposed approach to consultation with the Council before carrying it out.
- r) Details of any Construction Working Group that will be set up, addressing the concerns of surrounding residents, as well as contact details for the person responsible for community liaison on behalf of the developer, and how these contact details will be advertised to the community.
- s) Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to should form part of the consultation and be notified to the Council. Contractors will also be required to follow the "Guide for Contractors Working in Camden" also referred to as "Camden's Considerate Contractor's Manual"
- t) Details of other construction sites in the local area and how your Construction Management Plan takes into consideration the cumulative effects of construction local to your site.
- u) Any other relevant information with regard to traffic and transport.

- v) The Construction Management Plan should also include the following statement:  
*"The agreed contents of the Construction Management Plan must be complied with unless otherwise agreed with the Council. The project manager shall work with the Council to review this Construction Management Plan if problems arise in relation to the construction of the Development. Any future revised plan must be approved by the Council and complied with thereafter."*

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

EXECUTED AS A DEED BY )  
RINGLINE PROPERTIES LIMITED )  
acting by a Director and its Secretary )  
or by two Directors )

.....  
Director

.....  
Director/Secretary

EXECUTED AS A DEED BY )  
AIB GROUP (UK) PLC )  
by )  
in the presence of:- )  
.....

Executed as a deed by AIB Group (UK) p.l.c.  
acting by its lawful Attorneys

VICKI IMOLCZAN  
(Name).....

(Name)..... Philip Beer

Witness

Emma Moriarty

Bankcentre  
Belmont Road  
Uxbridge  
Bank Official

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

Authorised Signatory





Application No: 2008/5894/P

**9 Downshire Hill  
London  
NW3 1NR**

Scale:  
1:1250

Date:  
10-Dec-10



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BY THIS POWER OF ATTORNEY given this 23<sup>rd</sup> day of September 2010


AIB Group (UK) p.l.c. having its registered office at 4 Queen's Square, Belfast BT1 3DJ  
(hereinafter called "the Company")

NOMINATES CONSTITUTES AND APPOINTS the several person named in the Schedule hereto  
the Attorneys of the Company for it and in its name and on its behalf to execute any instrument in  
Britain in the manner hereinafter mentioned on behalf of the Company as required in the ordinary  
course of business AND DECLARES that the signatures of ANY TWO of the said Attorneys shall  
be sufficient in the execution or in respect of any matter or thing which the Company may require  
to do in the ordinary course of the Company's business provided that at least one of the attorneys  
shall be designated an 'A' signatory AND IT IS HEREBY FURTHER AGREED that any person  
dealing with the Company shall not be constrained (unless he shall have notice to the contrary) to  
enquire as to whether the powers conferred herein on the Attorneys or any of them shall have  
been revoked and in favour of such persons and to the extent mentioned this Power of Attorney  
shall be deemed irrevocable.

IN WITNESS WHEREOF the Company has executed this Power of Attorney as a Deed on the  
date first set out above.

Certified to be a true copy of the original

EXECUTED as a Deed by  
AIB Group (UK) p.l.c.  
Acting by

 16/12/2010  
Emma Moriarty

Bankcentre, Belmont Road, Uxbridge UB8 1S  
Bank Official

Director





Director/Secretary

Schedule to Power of Attorney given this 23<sup>rd</sup> day of September 2010


**"A" Signatories**

Name	Rank	Location
Tiana Peck	Executive	Legal & Central Securities (GB), Bankcentre, Uxbridge
Brenda Bellis	Manager	Legal & Central Securities (GB), Bankcentre, Uxbridge
Paula Ryan	Manager	Legal & Central Securities (GB), Bankcentre, Uxbridge
Vicki Molczan	Assistant Manager	Legal & Central Securities (GB), Bankcentre, Uxbridge
Denise Farren	Assistant Manager	Legal & Central Securities (GB), Bankcentre, Uxbridge
Lynn Grace	Assistant Manager	Legal & Central Securities (GB), Bankcentre, Uxbridge

**"B" Signatories**

Name	Rank	Location
Katy Pocock	Officer	Legal & Central Securities (GB), Bankcentre, Uxbridge
Yvonne Andrews	Officer	Legal & Central Securities (GB), Bankcentre, Uxbridge
Philip Beer	Senior Career Banker	Legal & Central Securities (GB), Bankcentre, Uxbridge
Nick Gymer	Senior Career Banker	Legal & Central Securities (GB), Bankcentre, Uxbridge

Certified to be a true copy of the original

 16/12/2010  
Emma Moriarty

Bankcentre, Belmont Road, Uxbridge UB8 1SA  
Bank Official

DATED

21<sup>st</sup> December

2010

**(1) RINGLINE PROPERTIES LIMITED**

**and**

**(2) AIB GROUP (UK) PLC**

**and**

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

**A G R E E M E N T**  
relating to land known as  
**9 DOWNSHIRE HILL**  
**LONDON NW3 1NR**  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended) and  
Section 278 of the Highways Act 1980

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

Tel: 020 7974 1918  
Fax: 020 7974 2962

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