

DATED

*19 September*

2011

(1) NICHOLAS AND MONIQUE TRAINER

and

(2) BANK OF SCOTLAND PLC

and

(3) NATIONWIDE BUILDING SOCIETY

and

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

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

relating to land known as

Wildwood Lodge, 9 North End, London NW3 7HH

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 2463

Fax: 020 7974 2962

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CLS/COM/AL/1685.1078

final 22.08.11

2010/4924/P



THIS AGREEMENT is made the *19<sup>th</sup>* day of *September* 2011

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

1. **NICHOLAS AND MONIQUE TRAINER** of Wildwood Lodge, North End, London NW3 7HH (hereinafter called "the Owner") of the first part
2. **BANK OF SCOTLAND PLC** of (Scotland company registration number SC327000) of 1 Lovell Park Road, Leeds LS1 1NS (hereinafter called "First Mortgagee") of the second part
3. **NATIONWIDE BUILDING SOCIETY** of Duffield Hall, Duffield, Derby, DE56 1AG, trading as Derbyshire Building Society (hereinafter called "Second Mortgagee") of the third part
4. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth part

**WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL528821 subject to a charge to both the First Mortgagee and Second 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 15 September 2010 and the Council resolved to grant permission conditionally under reference number 2010/4924/P subject to conclusion of this legal Agreement.
- 1.4 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.

- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 BANK OF SCOTLAND PLC as First Mortgagee under a legal charge registered under Title Number NGL528821 and dated 31 October 2005 (hereinafter called "the First Legal Charge") is willing to enter into this Agreement to give its consent to the same.
- 1.8 NATIONWIDE BUILDING SOCIETY as Second Mortgagee under a legal charge registered under Title Number NGL528821 and dated 20 March 2008 (hereinafter called "the Second Legal Charge") 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 | "the Certificate of Practical Completion" | the certificate issued by the Owner's contractor/architect/project manager certifying that the Development has been completed |

2.4 "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

2.5 "Construction Management Plan"

a plan setting out the measures that the Owner will adopt in undertaking the demolition of the Existing Buildings 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 possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the 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) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;

- (iv) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (v) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vi) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

## 2.6 "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 Buildings

## 2.7 "the Development"

Renewal of planning permission (ref 2007/2895/P) granted on 1/10/2007 for the erection of a replacement garage with rear courtyard and lightwell, and excavation of additional basement level to provide a swimming pool and ancillary plant, as an amendment to the planning permission dated 7/11/06 (Ref: 2006/3956/P) for demolition of one and two

storey rear extensions, side garage and side conservatory and erection of replacement two storey plus basement rear extension with pitched roof, one storey rear kitchen extension, single storey west side extension and single storey east side conservatory extension, plus associated external alterations, and alterations to front boundary wall as shown on drawing numbers site location plan (received 29.7.11); 025/A/0100- 0119, 0130, 0131A, 0132A, 0133B, 0134A, 0135A, 0136B, 0140B, 0141B, 0142B, 0143B, 0144, 0004, 0005, 0006, 0007, 0008, 0009, 0201, 0220, 0221B, 0222A, 0223, 0224A, 0226, 0227, 0228, 0229A; Ground investigation at 9 North End- letter by Ground Engineering dated 24.1.2008; Structural Appraisal by TWA (GB/8250- Version 1.0 dated 19th May 2011); Construction Management Plan (draft) for application ref 2010/4924/P (received 25.5.11)

2.8 "the Highways Contribution"

the sum of £18,400.00 (eighteen thousand four 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 the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following repaving the footway and crossover adjacent to the site in order to repair any damage caused during demolition and construction ("the Highways Works") 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

2.9 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly

2.10 "the Level Plans

plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

2.11 "Occupation Date"

the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.12 "the Parties"

mean the Council, the Owner, the First Mortgagee and the Second Mortgagee

2.13 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 15 September 2010 for which a resolution to grant permission has been passed conditionally under reference number 2010/4924/P subject to conclusion of this Agreement

2.14 "Planning Obligations Monitoring Officer"

a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must

be sent in the manner prescribed at clause 6.1 hereof

2.15 "the Planning Permission"

a planning permission granted for the Development substantially in the draft form annexed hereto

2.16 "the Property"

the land known as Wildwood Lodge, 9 North End, London NW3 7HH the same as shown outlined in red on the plan annexed hereto

2.17 "the Public Highway"

any carriageway footway and/or verge adjoining the Property maintainable at public expense

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.

3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.

3.7 The Parties save where the context states otherwise shall include their successors in title.

#### 4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

##### 4.1 **Highways Contribution**

4.1.1 On or prior to the Implementation Date to:-

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

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

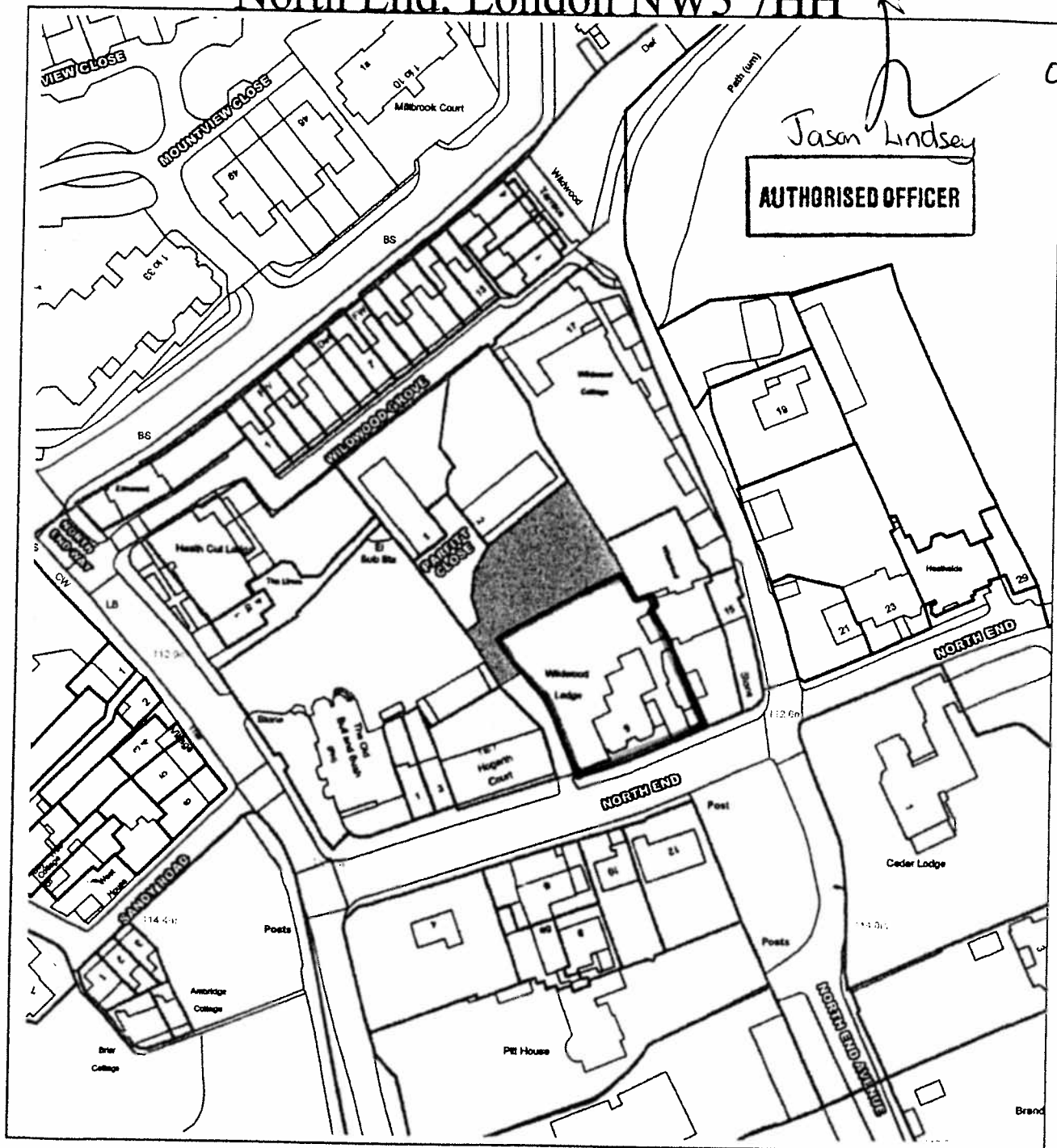
- (i) received the Highways Contribution in full; and
- (ii) approved the Level Plans as demonstrated by written notice to that effect.

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

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

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

Wildwood Lodge, 9  
North End, London NW3 7HH



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Executed as a deed by Susan Dorothy Patrick  
as attorney for and on behalf of Bank of Scotland plc

In the presence of:

Witness: *[Signature]*  
Name: JIM PRIESTLEY  
Address: Trinity Road Halifax HX1 2RG





Canaway Fleming Architect  
307-308 Dutch House  
High Holborn  
London WC1V 7LL

Application Ref: **2010/4924/P**  
Please ask for: **Charles Thuairé**  
Telephone: 020 7974 5867

Dear Sir/Madam

1 August 2011  
**DRAFT**  
DECISION

Town and Country Planning Acts 1990 (as amended)  
Town and Country Planning (General Development Procedure) Order 1995  
Town and Country Planning (Applications) Regulations 1988

**Renewal of Full Planning Permission Granted Subject to a Section 106 Legal Agreement**

Address:  
**Wildwood Lodge**  
**9 North End**  
**London**  
**NW3 7HH**

**DECISION**

**Proposal:**

Renewal of planning permission (ref 2007/2895/P) granted on 1/10/2007 for the erection of a replacement garage with rear courtyard and lightwell, and excavation of additional basement level to provide a swimming pool and ancillary plant, as an amendment to the planning permission dated 7/11/06 (Ref: 2006/3956/P) for demolition of one and two storey rear extensions, side garage and side conservatory and erection of replacement two storey plus basement rear extension with pitched roof, one storey rear kitchen extension, single storey west side extension and single storey east side conservatory extension, plus associated external alterations, and alterations to front boundary wall

Drawing Nos: site location plan (received 29.7.11); 025/A/0100- 0119, 0130, 0131A, 0132A, 0133B, 0134A, 0135A, 0136B, 0140B, 0141B, 0142B, 0143B, 0144, 0004, 0005, 0006, 0007, 0008, 0009, 0201, 0220, 0221B, 0222A, 0223, 0224A, 0226, 0227, 0228, 0229A;

Ground investigation at 9 North End- letter by Ground Engineering dated 24.1.2008; Structural Appraisal by TWA (GB/8250- Version 1.0 dated 19th May 2011); Construction Management Plan (draft) for application ref 2010/4924/P (received 25.5.11)

The Council has considered your application and decided to grant permission subject to the following condition(s):

Conditions and Reasons:

- 1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application. In particular, notwithstanding the details shown on the plans hereby approved, the new garage block shall have brick walls to match adjoining walls and not render.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 3 All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage to the satisfaction of the Council. Details shall be submitted to and approved by the Council before works commence on site to demonstrate how trees to be retained shall be protected during construction work: such details shall follow guidelines and standards set out in BS5837:2005 "Trees in Relation to Construction".

Reason: To ensure that the Council may be satisfied that the development will not have an adverse effect on existing trees and in order to maintain the character and amenities of the area in accordance with the requirements of policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 4 No development shall take place until full details of hard and soft landscaping have been submitted to and approved by the Council. Such details shall include details of any proposed earthworks including grading, mounding and other changes in ground levels. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To enable the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policies CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 5 All hard and soft landscaping works shall be carried out to a reasonable standard in accordance with the approved landscape details by not later than the end of the planting season following completion of the development or any phase of the development, whichever is the sooner. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the Council gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a satisfactory standard of visual amenity in the scheme in accordance with the requirements of policies CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 6 Noise levels at a point 1 metre external to sensitive facades shall be at least 5dB(A) less than the existing background measurement (LA90), expressed in dB(A) when all plant/equipment (or any part of it) is in operation unless the plant/equipment hereby permitted will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive façade shall be at least 10dB(A) below the LA90, expressed in dB(A).

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 7 The development hereby permitted shall be carried out in accordance with the following approved plans- 025/A/0100- 0119, 0130, 0131A, 0132A, 0133B, 0134A, 0135A, 0136B, 0140B, 0141B, 0142B, 0143B, 0144, 0001, 0004, 0005, 0006, 0007, 0008, 0009, 0201, 0220, 0221B, 0222A, 0223, 0224A, 0226, 0227, 0228, 0229A; Ground investigation at 9 North End- letter by Ground Engineering dated 24.1.2008; Structural Appraisal by TWA (GB/8250- Version 1.0 dated 19th May 2011); Construction Management Plan (draft) for application ref 2010/4924/P (received 25.5.11).

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

- 8 No construction shall take place until detailed design and method statements for all foundations, basements and ground floor structures and any other structures proposed below ground level (including piling), have been submitted to and approved by the Council. The statements shall- provide details on all structures; accommodate the location of the existing London Underground structures and tunnels; accommodate ground movement arising from the construction thereof; and mitigate the effects of noise and vibration arising from the adjoining operations

within the structures and tunnels.

The development shall thereafter be carried out in all respects in accordance with these approved details and all structures and works comprised within the development hereby permitted, which are required by the approved design statements in order to procure the matters mentioned in this condition, shall be completed in their entirety before occupation of any part of the building.

Reason: to ensure that development does not impact upon existing London Underground transport infrastructure, in accordance with the requirements of policy 3C.4 of the London Plan, policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP27 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2363)
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sunday and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/cam/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en>) or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 3 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ
- 4 Reasons for granting permission. [Delegated]

The proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy, with particular regard to policies CS5 - Managing the impact of growth and development, CS11 - Promoting sustainable and efficient travel, CS14 - Promoting high quality places and conserving our heritage; and the London Borough of Camden Local Development Framework Development Policies, with particular regard to policies DP18 - Parking standards and the availability of car parking, DP20 - Movement of goods and materials, DP21 - Development connecting to highway network, DP23 - Water,

DP24 - Securing high quality design, DP25 - Conserving Camden's heritage, DP26 - Managing the impact of development on occupiers and neighbours, DP27 - Basements and lightwells, DP28 - Noise and vibration. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

- 5 With reference to condition 8 above, you are advised to contact London Underground Infrastructure Protection in advance of preparation of final design and associated method statements, in particular with regard to demolition, drainage, excavation, construction methods, security, boundary treatment, safety barriers, landscaping and lighting. For more information, please contact Nathan Darroch of LUL on tel 020-7126-2774.

Your attention is drawn to the notes attached to this notice which tell you about your Rights of Appeal and other information.

**DRAFT**

Yours faithfully

Culture and Environment Directorate  
(Duly authorised by the Council to sign this document)

**DECISION**



the excess.

#### **4.2 Construction Management Plan**

- 4.2.1 On or prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.
- 4.2.2 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.
- 4.2.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.
- 4.2.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required to remedy such non-compliance.

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

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2010/4924/P the date upon which the Development is ready for Occupation.

- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 Submission of any plan (including the Construction Management Plan) for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the planning reference 2010/4924/P.
- 5.6 Payment of the Highways Contribution pursuant to Clause 4.1 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 ZN233ZL065 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.
- 5.7 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties

other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

- 5.8 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AllRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that

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

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

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2010/4924/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith 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.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as a Local Planning Authority for the purposes of the Act or as a local authority generally and its powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner or the First Mortgagee or the Second 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.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development 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.

7. **MORTGAGEE EXEMPTION**

- 7.1 The First Mortgagee and Second Mortgagee hereby consent 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 6.4 hereof and for the avoidance of doubt agree to be bound by the said obligations only in the event that either or both becomes a mortgagee in possession of the Property.

8. **JOINT AND SEVERAL LIABILITY**

- 8.1 All Covenants made by Monique Trainer and Nicholas Trainer in this Agreement are made jointly and severally and shall be enforceable as such.

9. **RIGHTS OF THIRD PARTIES**

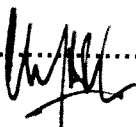
- 9.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the First Owner and the First Mortgagee and the Second Mortgagee have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY  
MONIQUE TRAINER  
in the presence of:

) Monique  
) Trainer

.....  
Witness Signature



Witness Name CHRISTOPHER D PASK.

Address 25 SHAFTESBURY AVENUE, BEDFORD, MK40 3RZ.

Occupation ARCHITECT.

EXECUTED AS A DEED BY  
NICHOLAS TRAINER  
in the presence of:

)  
)  
)

.....  
Witness Signature

Witness Name CHRISTOPHER D PASK.

Address 25 SHAFTESBURY AVENUE. BEDFORD MK40 3RZ

Occupation ARCHITECT.

EXECUTED AS A DEED BY  
BANK OF SCOTLAND PLC  
acting by a Director and its Secretary  
or by two Directors

)  
)  
)  
)

Executed as a deed by Susan Dorothy Patrick  
as attorney for and on behalf of Bank of Scotland plc

SD Patrick  
In the presence of:

Witness: J Priestley  
Name: JILL PRIESTLEY  
Address: Trinity Road Halifax HX1 2RG

.....  
Director

.....  
Director/Secretary

EXECUTED AS A DEED BY AFFIXING THE COMMON SEAL  
OF NATIONWIDE BUILDING SOCIETY WAS  
SERVICES LIMITED AFFIXED BY ORDER OF  
acting by a Director and its Secretary  
or by two Directors THE BOARD OF DIRECTORS  
in the PRESENCE OF

.....  
Director. AUTHORIZED OFFICER JASON LINDSAY

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00910

.....  
Director/Secretary

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

)  
)  
)  
)

.....  
Authorised Signatory



## **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**

DATED *19 September*

2011

**(1) NICHOLAS AND MONIQUE TRAINER**

**and**

**(2) BANK OF SCOTLAND PLC**

**and**

**(3) NATIONWIDE BUILDING SOCIETY**

**and**

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

**A G R E E M E N T**  
**relating to land known as**  
**Wildwood Lodge, 9 North End, London NW3 7HH**  
**pursuant to Section 106 of the Town and Country Planning**  
**Act 1990 (as amended) and**  
**Section 278 of the Highways Act 1980**

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Town Hall  
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London WC1H 9LP

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