

DATED

17 March

2010

**SUZI LILIANNA MALIN HYAMS**

-and-

**THE MAYOR AND THE BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN**

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**DEED OF VARIATION**

Relating to the Agreement dated 10 May 2005  
Between the Mayor and the Burgesses of the  
London Borough of Camden and Suzi Lilianna Malin Hyams and Barclays Bank PLC  
under section 106 of the Town and  
Country Planning Act 1990 (as amended) and section 278 of the Highways Act 1980  
Relating to development at premises known as  
158A Mill Lane West, Hampstead, London NW6 1TF

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

Tel: 020 7974 5826  
Fax: 020 7974 2962

THIS AGREEMENT is made on the 17<sup>th</sup> day of March 2010

**BETWEEN THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN**  
of the Town Hall Judd Street London WC1H 9LP (hereinafter referred to as "the Council")  
and **SUZI LILIANNA MALIN HYAMS** of 15 Carlton Hill, London NW8 0JX (hereinafter called  
"the Owner")

**WHEREAS:**

- 1.1 The Council the Owner and Barclays Bank PLC entered into an Agreement dated 26 March 2009 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).
- 1.2 The Owner is registered at HM Land Registry as the freehold proprietor with Title Absolute under title number LN237890.
- 1.3 Barclays Bank PLC no longer has an interest in the Property.
- 1.4 The Council is the local planning authority for the purposes of the Act.
- 1.5 The Owner is interested in the Property for the purposes of Section 106(9) of the Act.
- 1.6 On the 11 December 2009 the Owner submitted to the Council a new application in respect of the Property to amend the Original Planning Permission for which the Council resolved to grant permission conditionally under reference number 2009/5811/P.
- 1.7 This Agreement is made by virtue of the Town and Country Planning Act 1990 Section 106 (as amended) and is a planning obligation for the purposes of that section.
- 1.8 Without prejudice to the terms of the other covenants contained in the Existing Agreement the parties hereto have agreed to vary the terms of the Existing Agreement as hereinafter provided.

## **2. INTERPRETATION**

2.1 All words and phrases defined in the Existing Agreement shall have the same meaning in this Agreement save where the context otherwise dictates and for the avoidance of any doubt the Existing Agreement shall remain in full force and effect save as varied by this Agreement.

2.2 All references in this Agreement to clauses in the Existing Agreement are to clauses within the Existing Agreement.

2.3 In this Agreement the following expression shall unless the context otherwise states have the following meaning now allocated to it.

a. "Agreement" this Deed of Variation

b. "Existing Agreement" the Section 106 agreement under the Town and Country Planning Act 1990 (as amended) dated 10 May 2005 made between the Council and the Owner

c. "the Original Planning Permission" the planning permission granted 10 March 2005 under planning application reference number 2004/0145/P for demolition of the existing artist studio and redevelopment involving the erection of a 4-storey building for use as an artists studio on lower ground floor 1 x 2 bedroom flat on upper ground floor and 1 x 3 bedroom maisonette on first and second floor including the provision of one garage as shown on drawing numbers 158AML/00, 01, 20E, 21F, 22D, 23D, 24B, 30G, 31A, 32C, 36C and Location Plan

2.4 Where in this Agreement reference is made to a clause schedule or recital such reference (unless the context otherwise requires) is a reference to a clause schedule or recital of this Agreement.

2.5 Headings are for ease of reference only and are not intended to be construed as part of this Agreement and shall not be construed as part of this Agreement and shall not effect the construction of this Agreement.

2.6 Unless the context otherwise requires references to the singular shall include the plural and vice versa.

2.7 References in this Agreement to the Owner shall include successors in title.

### **3. VARIATION TO THE EXISTING AGREEMENT**

3.1 The following definitions contained in the Existing Agreement shall be varied as follows:

**“the Development”** the extension to the time limit for the implementation of application 2004/0145/P (granted 13/05/2005) for the demolition of the existing artist studio and redevelopment involving the erection of a 4 storey building for use as an artists studio on lower ground floor, 1 x 2 bed flat on upper ground floor and 1 x 3 bed maisonette on first and second floor, including the provision of one garage as shown on drawing numbers Location Plan; 158AML/00, 01, 20E, 21F, 22D, 23D, 24B, 30G, 31A, 32C, 36C

**“the Application”** a planning application in respect of the development of the Property submitted to the Council on 11 December 2009 for which a resolution to grant permission has been passed conditionally under reference number 2009/5811/P subject to the conclusion of this Agreement

**“the Planning Permission”** the Planning Permission under reference number 2009/5811/P to be issued by the Council in the form of the draft annexed hereto

3.2 In all other respects the Existing Agreement (as varied by this Agreement) shall continue in full force and effect.

**4. PAYMENT OF THE COUNCIL'S LEGAL COSTS**

4.1 The Owner agrees to pay the Council (on or prior to completion of this Agreement) its reasonable legal costs incurred in preparing this Agreement.

**5. REGISTRATION AS LOCAL LAND CHARGE**

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

IN WITNESS whereof the Council has caused its Common Seal to be affixed and the Owner has executed as a deed the day and year first above written

**EXECUTED AS A DEED BY  
SUZI LILIANNA MALIN HYAMS  
in the presence of:**

) *Suzi Malin Hyams*

*[Handwritten signature]*

.....  
**Witness Signature**

**Witness Name:** *AJ Hyams*

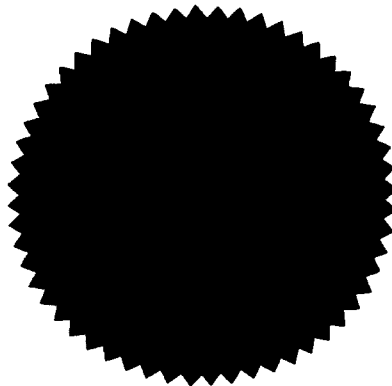
**Address:** *15 Carlton Hill, London NW8 0JX*

**Occupation:**

*SURVEYOR*

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

)  
)  
)  
)



*[Handwritten signature]*  
.....  
**Authorised Signatory**

DATED

17 March

2010

**SUZI LILIANNA MALIN HYAMS**

-and-

**THE MAYOR AND THE BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN**

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