

DATED

September 25th

1992

MR NORMAN MICHAEL SILVER

MRS MARIANNE RUTH SILVER

- and -

THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

- and -

EAGLE STAR LIFE ASSURANCE COMPANY LIMITED

A G R E E M E N T

Relating to land known as 95 Highgate Road, London, NW5

Ref: LEGAL/PLANNING/INPC

THIS AGREEMENT is made the 25th day of September One thousand nine hundred and ninety two B E T W E E N NORMAN MICHAEL SILVER AND MARIANNE RUTH SILVER both of 74 Belmont Avenue, Cockfosters, Herts (hereinafter called "the Owner") of the first part and THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN of Town Hall Euston Road London NW1 2RU (hereinafter called "the Council") of the second part and EAGLE STAR LIFE ASSURANCE COMPANY LIMITED whose registered office is situate at 60 St Mary Axe London EC3A 8JQ (hereinafter called "the Lender") of the third part
WHEREAS

(1) The Owner is registered at H.M. Land Registry with Title absolute under Title Number NGL 622336 as the freehold proprietor of the land situate at 95 Highgate Road, London, NW5 (hereinafter called "the property") the boundaries whereof are delineated for the purpose of identification only on the plan annexed hereto and thereon edged red

(2) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 (hereinafter called "the Act")

(3) A planning application was submitted by the Owner to the Council on the 17th October 1989 and revisions received on 10th May 1990 and was given reference No. 8903667/R1 (hereinafter called "the Application") for planning

permission for redevelopment by the erection of a four storey building to provide a retail shop on the ground floor with ancillary storage at first floor level together with the provision of a sports hall at second floor level with a viewing gallery above (hereinafter called "the Development")

(4) The Council consider it expedient in the interests of the proper planning of its area that the development of the Land should be restricted or regulated in accordance with this Agreement

(5) For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act

(6) The Council has resolved to grant planning permission upon the Application subject to the conditions set out in the planning permission of even date herewith (hereinafter called "the Planning Permission") and subject to the covenants undertakings and restrictions herein contained

(7) Save for the provisions of Clauses 5, 11 and 13 which shall come into effect on the date hereof the parties hereto intend that this Agreement shall come into effect upon the date (hereinafter called "the Implementation Date") of the implementation of the Development by the carrying out of a material operation in Section 56 of the Act

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(8) (a) The property is charged to the Lender by way of a first legal charge dated 5th February 1990 ("the First Legal Charge") and the Lender has agreed to consent to this Agreement herein

(8) (b) By a Court order made on the 23rd day of November 1990 a scheme of transfer effective from the 1st January 1991 was sanctioned whereby Eagle Star Insurance Company Limited ("ESICO") transferred to the Lender Limited the equitable interest of ESICO in inter alia the First Legal Charge and ESICO was constituted trustee for the Lender of the First Legal Charge

NOW THIS DEED WITNESSETH as follows:-

1. This Agreement is made in pursuance of Section 106 of the Act as substituted by the Planning and Compensation Act 1991 and is a planning obligation for the purposes of Section 106 aforesaid

2. It is hereby agreed between the parties hereto that save for the provisions of clauses 5, 11 and 13 below which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner forthwith upon the Implementation Date

3. The Owner agrees declares and covenants with the Council that it will observe and perform the conditions restrictions and other matters mentioned herein

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4. The Owner hereby covenants with the Council that it will not make any claim for compensation in respect of any condition restriction provision or other matter mentioned in this Agreement or arising from the existence of this Agreement

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5. The Owner hereby covenants with the Council that it will within ten days from the date hereof lodge its Land or Charge Certificate in relation to the Land with H.M. Land Registry and will apply to the Chief Land Registrar to register this Agreement in the Charges Register thereof and will furnish to the Council forthwith on written demand therefor authority for the Council to inspect the title to the Land and office copies of such title to show the entry of this Agreement in the Charges Register of the title to the Land

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6. This Agreement is without prejudice to and shall not be construed as derogating from any of the rights powers and duties of the Council pursuant to any of its statutory function or in any other capacity

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7. The expression "the Owner" and "the Council" and "the Lender" shall include their respective successors in title and assigns

8. The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice to be served under or in connection with this Agreement and its schedule any notice to the Council to be in writing and addressed to the Chief Executive (Reference: LEGAL/PL/INPC) London Borough of Camden, Town Hall, Euston Road, London NW1 2RU and any notice to the Owner to be addressed to their address for the time being

9. (1) It is hereby agreed and declared by the Owner and the Council that the Schedules hereto form part of this Agreement and the Owner hereby agrees with the Council to observe and perform the provisions thereof

(2) Within twenty one days of completion of the Development (as defined in clause 14 hereof) the Council shall serve a written notice on the Owner requiring it to enter into the Agreement set out in the Second Schedule hereto with the Council

(3) If the Council fails or refuses to enter into the Agreement set out in the Second Schedule hereto the Agreement shall after a further period of 3 months automatically

determine and be void and of no effect and the Council shall provide the Owner with the Notice of Withdrawal mentioned in clause 15 hereof

10. The Owner shall indemnify and keep indemnified the Council against all claims actions demands or expenses which may arise out of or in consequence of the provisions of this Agreement

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

12 The Owner agrees to pay the Council its reasonable costs incurred in preparing this Agreement such costs not to exceed £500

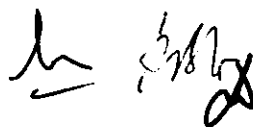
13. IT IS HEREBY AGREED AND DECLARED that the Agreement shall subsist for a period of fifteen (15) years from the completion of the Development and for these purposes the Development shall be deemed to be completed when the property shall again be fit and ready for use and occupation after the Development has been commenced

14. At the termination of the Agreement (whether by effluxion of time or otherwise) the Council shall provide (at the expense of the Owner) a notice of withdrawal of the restriction or other entry at HM Land Registry mentioned in clause 5 hereof to the Owner

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15. The Lender consents to the Agreement herein provided that the property shall not either in whole or in part be demolished in consequence ^{of} with the development



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IN WITNESS whereof the Owner has hereunto set his hand and the Council and Lender have caused their common seals to be affixed the day and year first above written

FIRST SCHEDULE

The Owner hereby covenants declares agrees and undertakes with the Council:-

to

On completion of the above development to make available to the Council's Leisure Services Department the exclusive use of the sports hall and ancillary facilities (changing room, showers etc) on the second floor of the property at specified times totalling 300 hours per annum and following the service of a written notice by the Director of Leisure Services in accordance with clause 9(2) above to enter into an agreement relating thereto in the form contained in the Second Schedule hereto

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SECOND SCHEDULE

THIS AGREEMENT is made the day of 199
Between Norman Michael Silver and Mrs Ruth Silver of 74
Belmont Avenue Cockfosters Herts (hereinafter called "the

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Owner") and THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN (acting by Philip Hawkins Director of Leisure Services) of the Town Hall Euston Road London NW1 2RU ("hereinafter known as the Council") of the other part.

WHEREAS the Owner operates a Sports Hall (hereinafter called the "Hall") for recreational purposes on the second floor of its premises at 95 Highgate Road London NW1 and is desirous of entering into an agreement with the Council whereby the Council may make the Hall's facilities available for use from time to time by persons authorised by the Council (hereinafter called the "authorised users")

NOW IT IS HEREBY AGREED as follows:-

1. The Owner will permit the authorised users to avail themselves of the facilities in the centre at such times as are mutually agreed between the parties in the manner set out below (hereinafter referred to as the Permitted Hours) ALWAYS PROVIDED THAT the Permitted Hours shall not exceed 300 hours in any year
2. The permitted hours shall be set each year in the following manner:-
 - (a) The Council shall serve on the owner a recorded delivery proposal to reach the owner no later than the 1st of November each year setting out the preferred hours of use of the Hall by the

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Council for each week during the forthcoming year commencing on the 1st of January next such programme of times shall comprise of a maximum of nine and a minimum of three one hourly sessions per week

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- (b) The Owner shall have the right to send a counter proposal similarly to reach the Council no later than the 1st of December that year which shall be based on the proposal of the Council but which may alter up to 50% of the Councils proposed times

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- (c) At this time the parties shall use their best endeavours to agree any further amendments within fourteen days failing which the amended times in the counter notice shall apply and shall be known as the agreed times

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- (d) Notwithstanding the above any alteration to the agreed times may be made by the parties mutual agreement in writing by an exchange of recorded delivery letters to be received not later than one week before any such changes are due to take place but in no way shall any such changes be considered as setting any precedent or custom

(e) In the event of failure or refusal by the Council to serve the requisite notice of the proposed times by the appointed date in any year then the provision of use of the Hall by the Council for the forthcoming year shall cease automatically

- 3 This Agreement shall run for a period of fifteen years from the date hereof (subject to Clause 9)
- 4 The Council shall be responsible for regulating the use of the Hall by the authorised users within the Permitted hours. To this end the Council will arrange bookings for the Hall and provide the authorised users with identity cards/written authority without which access to the Hall will be refused by the Owner
- 5 The Council shall be responsible for ensuring that the Hall is cleaned to the reasonable satisfaction of the Owner at the end of each Council session.
- 6 The Owner shall be entitled to refuse admittance to the Hall to any authorised user who breaches the Owners rules governing the Hall or its security or is enebriated.
- 7 Notwithstanding Clause 5 above the Owner shall not refuse admittance to any authorised user by virtue of

- cil their sex, race, creed, colour, ethnic or national
 origin or any disability.
- ne 8 The Council shall hold the Owner their employees agents
 and invitees fully and effectually indemnified against
 claims arising out of death or injury to persons and
 loss of or damage to property and the consequences
 thereof arising out of the presence on the Owner's
 premises of authorised users or their invitees
- 9 The Owner reserves the right to alter the location of
ise the Hall ALWAYS PROVIDING that alternative areas and
 facilities equivalent to the Hall in size and standard
 are provided.
- 10 In the event that the Council wish to forego the use of
 the Hall it shall serve 3 months written notice upon
 the Owner requiring compensation for the permanent
 cessation of it's rights on a sliding scale which
 compensation is hereby agreed by the parties as a
 liquidated and ascertained loss to be calculated at the
 rate of £330 per whole year of unexpended term
 remaining to become due and payable by the owner within
 3 months of the service of such notice.
- 11 Any notice to the Council shall be in writing and be
 addressed to the Director of Leisure Services Crowndale
 Centre 220 Eversholt Street London NW1 1DE and any
 notice to the Owner shall be addressed to 74 Belmont
 Avenue Cockfosters Herts

SIGNED AS A DEED)
by NORMAN MICHAEL SILVER)
in the presence of)

Signature *NMS*

WITNESS

Signature *Graham Jones*

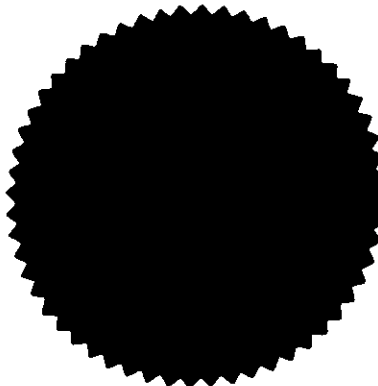
SIGNED AS A DEED)
by MARIANNE RUTH SILVER)
in the presence of:-)

Signature *MRS Silver*

WITNESS

Signature *RCS*

THE COMMON SEAL OF THE)
MAYOR AND BURGESSSES OF)
THE LONDON BOROUGH OF)
CAMDEN was hereunto)
affixed in the presence of)



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Authorised Signatory

THE COMMON SEAL OF THE)
EAGLE STAR LIFE ASSURANCE)
COMPANY LIMITED was)
hereunton affixed in the)
~~presence of:- accordance~~)
with its ARTICLES OF ASSOCIATION:-

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Authorised Signatory

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Authorised Signatory

DATED *September 25th* 1992

TOWN AND COUNTRY PLANNING ACT 1990

MR NORMAN MICHAEL SILVER

MRS MARIANNE RUTH SILVER

- and -

THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

- and -

EAGLE STAR LIFE ASSURANCE
COMPANY LIMITED

AGREEMENT regarding:
95 Highgate Road
London NW5

LYN MEADOWS
CONTROLLER OF LEGAL SERVICES
TOWN HALL
EUSTON ROAD
LONDON NW1 2RU

Ref: LEGAL/PL/INPC

Tel- 071 413 6927 Ext. 5141

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