

DATED *18TH OCTOBER* 2006

(1) OLIVER CONNOLLY and MARIA CONNOLLY

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
180 KENTISH TOWN ROAD, LONDON NW5 2AE
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

Alison Lowton
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 5320
Fax: 020 7974 2962

S:\plan\sdg\kentish town road 180/Section 106 Agreement

THIS AGREEMENT is made the 18TH day of OCTOBER 2006

BETWEEN:

1. **OLIVER CONNOLLY and MARIA CONNOLLY** both of 180 Kentish Town Road, London NW5 2AE (hereinafter collectively called "the Owner") of the first part
2. **AIB GROUP (UK) PLC** of North Finchley Branch, 1136 High Road, London N20 0RA (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

WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL219533 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 23 August 2006 and the Council resolved to grant permission conditionally under reference number 2006/3605/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act and for the area within which the Property is situated and for the purposes of enforcing planning obligations pursuant to Section 106 of the Act.
- 1.5 The Council 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.

- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL219533 and dated 25 August 2000 (hereinafter called "the Legal Charge") is willing to enter into this Agreement to give its consent to the same.
- 1.8 All Covenants made by Oliver Connolly and Maria Connolly (in their joint capacity as "the Owner") in this Agreement are made jointly and severally and shall be enforceable as such.

2. **DEFINITIONS**

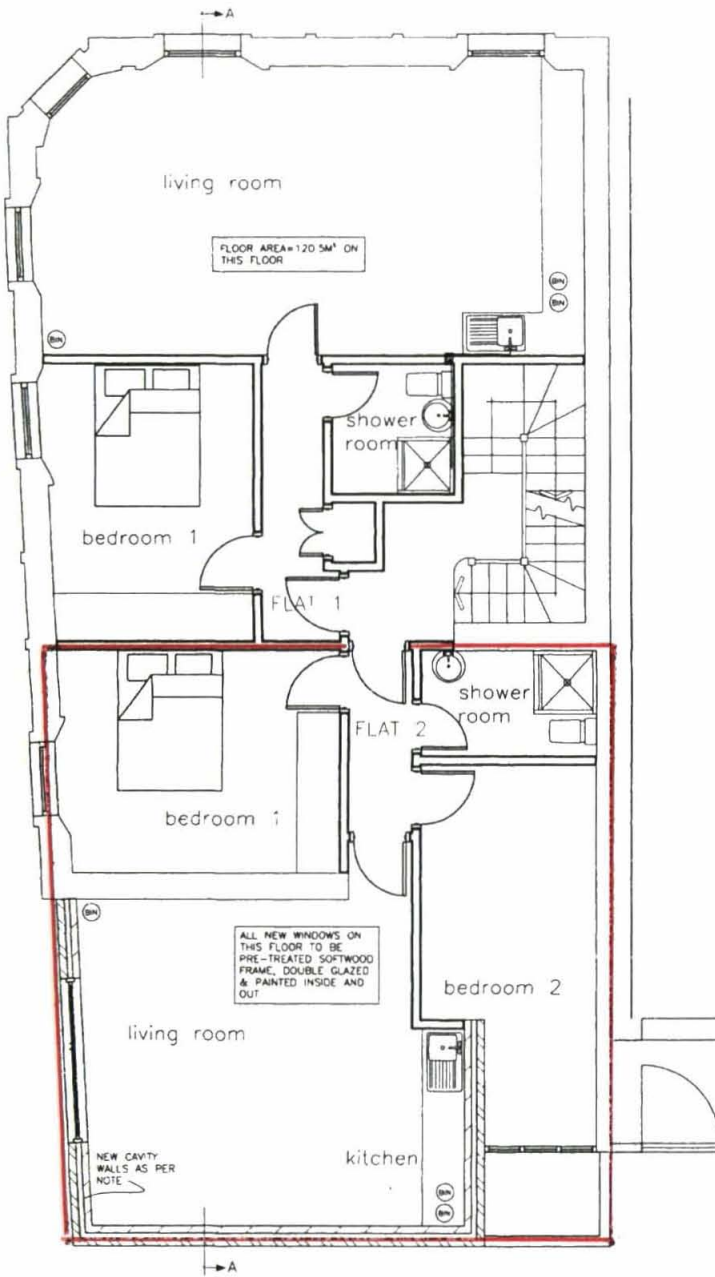
In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

- 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 Application" a planning application in respect of the Development of the Property submitted to the Council and validated on 23 August 2006 for which a resolution to grant permission has been passed conditionally under reference number 2006/3605/P subject to conclusion of this Agreement
- 2.5 "the Development" construction of a three-storey side/rear extension and a mansard-style extension to the roof, and alterations to the elevations to convert 2 x existing residential flats ancillary to public house to self-contained flats and create 5 x additional self-contained flats (Class C3) as shown on

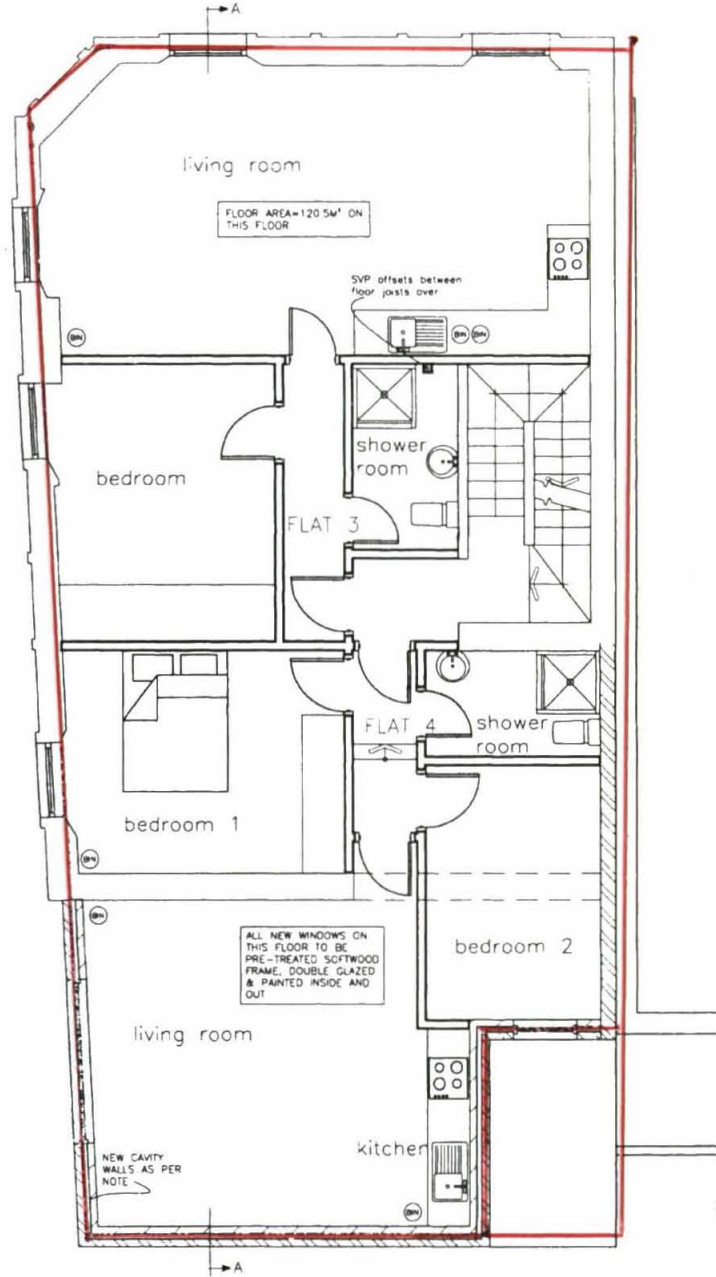
180 KENTISH TOWN ROAD, LONDON NW5 2AE
(2006/3605/P)



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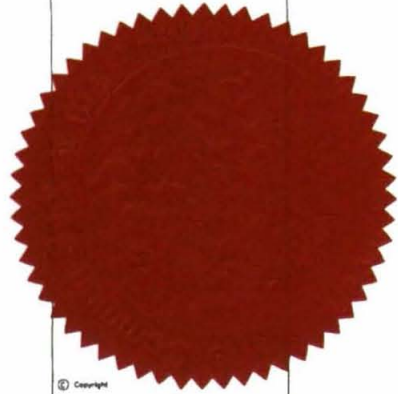


FIRST FLOOR PLAN 1:50



SECOND FLOOR PLAN 1:50

Notes:
All dimensions must be checked on site and not based
upon this drawing.



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Simon Hands & Associates
Chartered Building Surveyors
12 Rutely Road
Greenford
Middlesex
UB6 9CH
Tel: 020 8575 5955
Fax: 020 8575 5956
email: info@shandassociates.co.uk

Client
Mr O Connolly

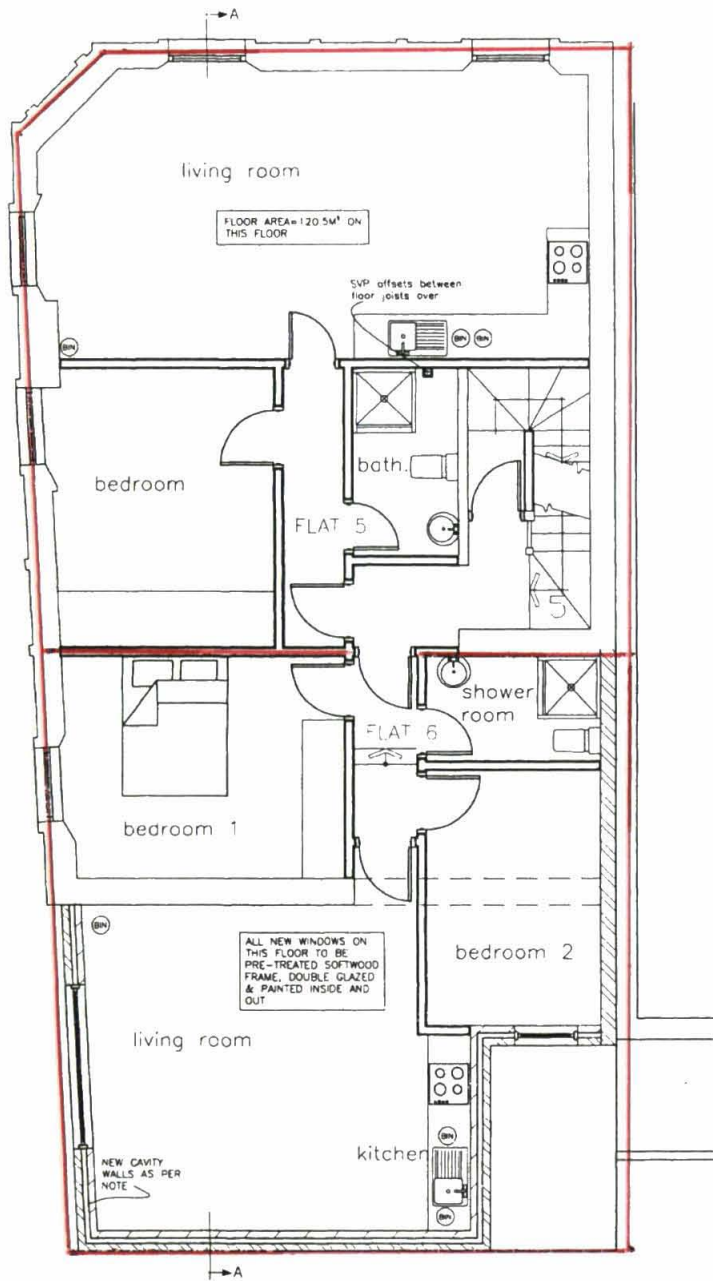
Job Title
**Proposed Flat Conversion at
AUNTIE ANNIES PUBLIC HOUSE
180 KENTISH TOWN ROAD
LONDON
NW1**

Drawing Title
**PROPOSED FIRST & SECOND
FLOOR PLANS**

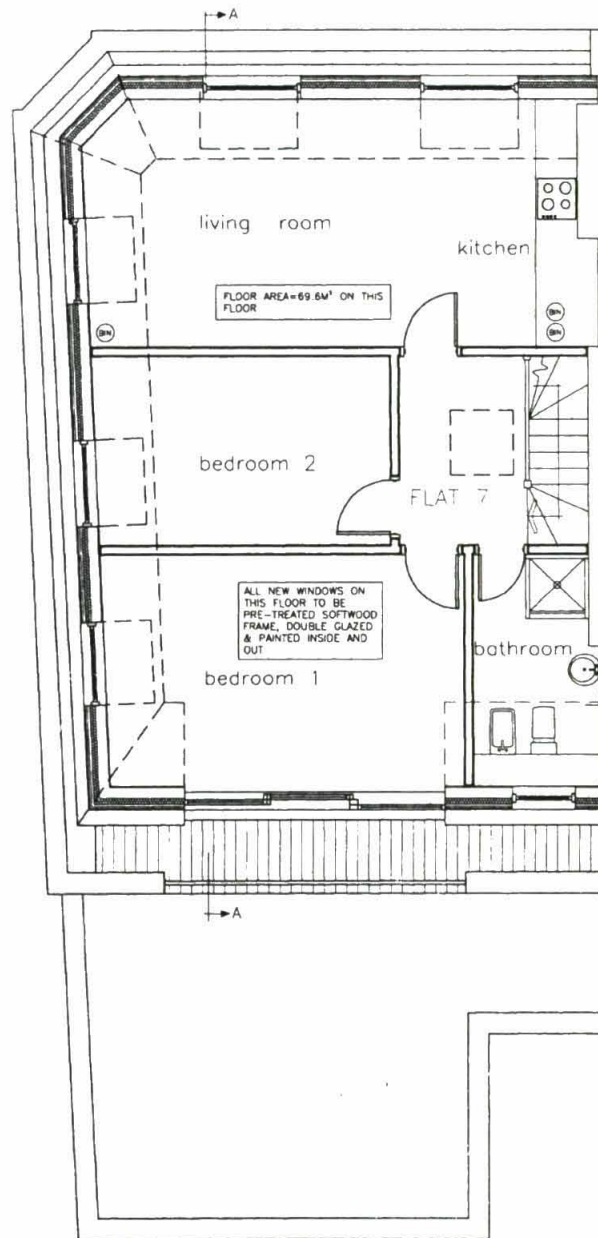
Scale 1:50	Paper Size A2
Date JAN 2006	Drawn by NRH

Job No. 2K8264	Drw No. 06	Rev.
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Handwritten signature



THIRD FLOOR PLAN 1:50



FOURTH FLOOR PLAN 1:50

Notes:
All dimensions must be checked on site and not scaled from the drawing.



© Copyright
[Handwritten signature]

Simon Hands & Associates
Chartered Building Surveyors
12 Ruslip Road
Greenford
Middlesex
UB6 9GN
Tel 020 8575 8808
Fax 020 8575 8808
email: info@shandsassociates.co.uk

Client
Mr O Connolly

Job Title
**Proposed Internal Alterations at
AUNTIE ANNIES PUBLIC HOUSE
180 KENTISH TOWN ROAD
LONDON
NW1**

Drawing Title
**PROPOSED THIRD & FOURTH
FLOOR PLANS**

Scale 1:50	Paper Size A2
Date JAN 2006	Drawn by NRH

Job No 2K6264	Drwg No 06	Rev
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Simon Hands & Associates
12 Ruislip Road
Greenford
Middlesex
UB6 9QN

Application Ref: 2006/3605/P

11 October 2006

Dear Sir/Madam

DRAFT
FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION
Town and Country Planning Acts 1990 (as amended)

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
**180 Kentish Town Road
London
NW5 2AE**

Proposal:

DECISION
Construction of a three-storey side/rear extension and a mansard-style extension to the roof, and alterations to the elevations to convert 2 x existing residential flats ancillary to public house to self-contained flats and create 5 x additional self-contained flats (Class C3).
Drawing Nos: Site Location Plan P01; Drawing No. 2K5254 01; 2K5254 02; 2K5254 03 2K5254 04; 2K5254 05; 2K5254 06; 2K5254 07; 2K5254 08 Rev A; 2K5254 09; 02 Element Details Sheets

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

- 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.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy and B1 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 3 The new windows to the south and west elevations shall be timber sliding slash windows set in reveals to match the existing windows, and the details of the windows shall not be otherwise than have been submitted to and approved by the Council in writing before any work is commenced on the relevant part of the development. These parts of the development shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy B1 and B3 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 4 The proposed extended chimneys as shown on approved drawing no. 08A shall be built in accordance with the approved drawings prior to the first occupation of the new residential units, and retained permanently thereafter.

Reason: To ensure the visual integrity of the building is preserved in accordance with the provisions of policy B1 and B3 of the London Borough of Camden Replacement Unitary Development Plan 2006.

DECISION

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 6941).
- 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 Sundays and Public Holidays. You are advised to consult the Council's Environmental Health Service, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 2090 or by email env.health@camden.gov.uk or on the website www.camden.gov.uk/pollution) 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 If a revision to the postal address becomes necessary as a result of this

development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Council's Records and Information Team, Culture and Environment Directorate, Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ (tel: 020-7974 5613).

- 4 You are reminded of the need to provide adequate space for internal and external storage for waste and recyclables. For further information contact Council's Street Environment Service (Waste) on 020 7974 6914 or see the website www.camden.gov.uk/waste
- 5 The Council supports schemes for the recycling of bottles and cans and encourages all hotels, restaurants, wine bars and public houses to do so as well. Further information can be obtained by telephoning the Council's Street environment Service (Recycling) on 0207 974 6914 or by email recycling@camden.gov.uk or on the website www.camden.gov.uk/recycling.
- 6 Reasons for granting permission.

The proposed development is in general accordance with the policy requirements of the London Borough of Camden Replacement Unitary Development Plan 2006, with particular regard to policies S1, SD1, SD2, SD3, SD6, SD9, H1, H8, R8, B1, B3, B7, N4, T3, T8 and T9. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

- 7 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..

Yours faithfully

Culture and Environment Directorate

DRAFT

DECISION

drawing numbers Site Location Plan P01; Drawing No. 2K5254 01; 2K5254 02; 2K5254 03; 2K5254 04; 2K5254 05; 2K5254 06; 2K5254 07; 2K5254 08 Rev A; 2K5254 09; 02 Element Details Sheets

2.6 "the Education Contribution"

the sum of £13,017.00 (thirteen thousand and seventeen 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 the event of receipt for the provision of education needs arising in the London Borough of Camden

2.7 "the Highways Contribution"

the sum of £1,400.00 (one 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 ("the Highways Works")

- installation of five Sheffield cycle racks including all works and footway reinstatement

all works will be subject to final measure 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

2.8 "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

- 2.9 "the Nominated Units" the five units forming part of the Development shown edged in red on drawings numbered 2K5254 05 and 2K5254 06 and annexed hereto
- 2.10 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.11 "the Open Space Contribution" the sum of £6,930.00 (six thousand nine hundred and thirty 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 the event of receipt for the maintenance upkeep and preservation of public open spaces in the vicinity of the Property
- 2.12 "the Parties" mean the Mayor and Burgesses of the London Borough of Camden the Owner and the Mortgagee
- 2.13 "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
- 2.14 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.15 "the Property" the land known as 180 Kentish Town Road, London NW5 2AE the same as shown shaded grey on the plan annexed hereto

- 2.16 "Residents Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
- 2.17 "Residents Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays
- 2.18 "the Sustainable Development Plan" a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management based on a Building Research Establishment Environmental Assessment Method assessment and an EcoHomes Assessment with a target of achieving at least a very good rating to be carried out by a recognised independent verification body in respect of the Property.

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 of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 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.
- 3.8 The Parties acknowledge that the Nominated Units shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **THE CONTRIBUTIONS**

- 4.1.1 On or prior to the Implementation Date to pay to the Council the Education Contribution and the Open Space Contribution in full.
- 4.1.2 Not to Implement or to permit Implementation of the Development until such time as the Council has received the Education Contribution and the Open Space Contribution in full.

4.2 CAR FREE HOUSING

- 4.2.1 To ensure that prior to occupying any Nominated Units forming part of the Development each new resident of the Nominated Units is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.2.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.2.1 above will remain permanently.

4.3 THE SUSTAINABLE DEVELOPMENT PLAN

- 4.3.1 The Owner covenants with the Council prior to the Implementation Date to submit to the Council for approval the Sustainable Development Plan
- 4.3.2 Not to Implement nor permit Implementation until the Sustainable Development Plan referred to in sub-clause 4.3.1 has been approved by the Council (as demonstrated by written notice to that effect) such approval not to be unreasonably withheld
- 4.3.3 Not to Occupy or permit Occupation of the Development until the measures incorporated in the Sustainable Development Plan as approved by the Council have been implemented in the construction of the Development (and thereafter to retain and maintain such measures in place)
- 4.3.4 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainable Development Plan and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainable Development Plan.

4.4 THE HIGHWAYS CONTRIBUTION

- 4.4.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution

- 4.4.2 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution.
- 4.4.3 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.
- 4.4.4 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 the excess.

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

- 5.1 Within 7 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 2006/3605/P the date upon which the residential units forming the Development are ready for occupation.
- 5.2 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.
- 5.3 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 Payment of the 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 ZM115ZL065 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.

5.6 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.

5.7 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 AllIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllIRP figure published before the date such payment or application is made ("Y") less the last published AllIRP figure at the date hereof ("X") is the numerator so that

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

5.8 All costs and expenses payable to or by 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, Forward Planning and Projects Team, Planning Division Environment Department, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2006/3605/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 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.

6.6 Neither the Owner or the Mortgagee nor their successors in title nor any person deriving title from the Owner or the Mortgagee 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. 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 6.4 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.

8. 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

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
(Name) *[Signature]*
(Name) *Nick Gynn*
[Signature]
As Attorneys for
AIB Group (UK) p.l.c.

Continuation of Section 106 Agreement for 180 Kentish Town Road, London NW5 2AE

EXECUTED AS A DEED BY
OLIVER CONNOLLY
in the presence of:

)
) *Oliver Connolly*
)

Paloma Bailey
.....
Witness Signature

Witness Name PALOMA BAILEY

Address Flat 3 6 OSRINGE RD
KENTISH TOWN LONDON NW5
Occupation BAR MANAGERESS

EXECUTED AS A DEED BY
MARIA CONNOLLY
in the presence of:

)
) *M. Connolly*
)

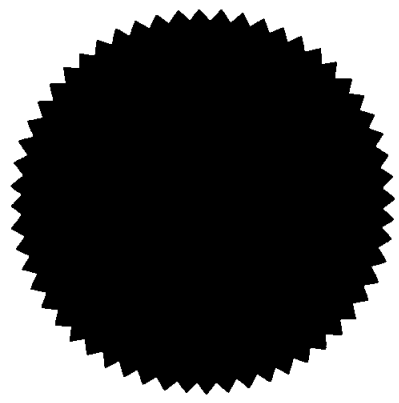
Peter Frankland
.....
Witness Signature

Witness Name PETER FRANKLAND

Address 259/263 KENTISH TOWN ROAD
LONDON NW5 2ST
Occupation SOLICITOR

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

[Signature]
.....
Authorised Signatory



DATED

18TH OCTOBER

2006

(1) OLIVER CONNOLLY and MARIA CONNOLLY

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
180 KENTISH TOWN ROAD, LONDON NW5 2AE
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

Alison Lowton
Borough Solicitor
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