

DATED 16th November 1992

I certify this to be

A TRUE COPY OF THE ORIGINAL
16.11.92.

PAUL ANTHONY O'CONNELL

- and -

ANGELA MARY COYNE

- and -

THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

A G R E E M E N T

Relating to land known as 80 Westbere Road, West Hampstead,
London NW2

Ref: LEGAL/PLANNING/MW

THIS AGREEMENT is made the 16th day of November
One thousand nine hundred and ninety-two B E T W E E N
PAUL ANTHONY O'DONNELL and ANGELA MARY COYNE both of 22
Wordsworth Walk Hampstead Garden Suburbs London NW11 1AU
(hereinafter called "the Owner") of the one 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 other part


WHEREAS

(1) The Owner is registered at H.M. Land Registry with
Title absolute under Title Number NGL114535 as the freehold
proprietor of the land situate at 80 Westbere Road West
Hampstead London NW2 (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 18th October 1991 and was given
reference number P1/9101150/R/ (hereinafter called "the
Application") for planning permission for change of use of
ground floor from residential to nursery school (hereinafter
called "the Development")

(4) 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



(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 4, 9 and 11 hereof 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
NOW THIS DEED WITNESSETH as follows:-

1. This Agreement is made in pursuance of Section 106 of the Town and Country Planning Act 1990 as substituted by the Planning and Compensation Act 1991 and is a planning obligation for the purposes of Section 106 aforesaid and shall be enforceable by the Council acting as the Local Planning Authority against the Owner

2. Within this Agreement the following terms shall have the following meaning:-

"the Development"

means the redevelopment of the property as more particularly described in Recital (3)

"the Implementation Date"

means the date upon which the Development is implemented by carrying out of a specified operation as defined in Section 56 of the Town and Country Planning act

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3. It is hereby agreed between the parties hereto that save for the provisions of clauses 5, 10 and 12 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

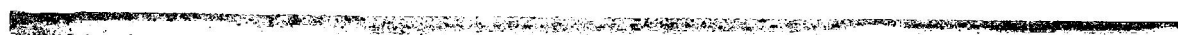
4. The Owner hereby covenants with the Council that it will not make any claim for compensation in respect of any condition restriction provision or other matters mentioned in this Agreement or arising from the existence of this Agreement

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 property 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 with office copies of such title to show the entry of this Agreement in the Charges Register of the title to the property

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 functions or in any other capacity

7. The expression "the Owner" and "the Council" 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 any



notice to the Council to be in writing and addressed to the (2)
Chief Executive (Reference: LEGAL/PL/MW) London Borough of
Camden, Town Hall, Euston Road, London NW1 2RU and any notice
to the Owner to be addressed to its registered office for the
time being

9. It is hereby agreed and declared by the Owner and
the Council that the Schedule hereto forms part of this
Agreement and the Owner hereby agrees with the Council to (C
observe and perform the provisions thereof

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

11. In the event that the Planning Permission shall I
expire or be quashed or shall otherwise determine this C
Agreement shall forthwith terminate C

12. The Owner agrees to pay the Council its reasonable
costs incurred in preparing this Agreement

IN WITNESS whereof the Owner has hereunto set his hand and
the Council has caused its common seal to be affixed the day
and year first above written

THE SCHEDULE

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

- (1) Make available to the Council two nursery places at
any time the said places will be allocated to the
Council firstly at the following times:-
 - (a) place 1 before the 1st June 1993
 - (b) place 2 before the 1st September 1993thereafter the Owners will notify the Council when
any of these places fall vacant

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and

- (2) The Council hereby covenants with the Owners that they will promptly nominate children resident in the London Borough of Camden to fill the said two places and will pay to the Owners in respect of each place a nursery fee equivalent to the fee payable from time to time in nurseries owned, maintained and run or supervised by the Council
- (3) It is hereby agreed that the terms conditions and rules of the nursery shall apply to children nominated by Camden in like manner as to all other children attending the nursery

and

IN WITNESS whereof the Council has hereunto affixed its Common Seal and the Owners have hereunto set their hands the day and year first before written

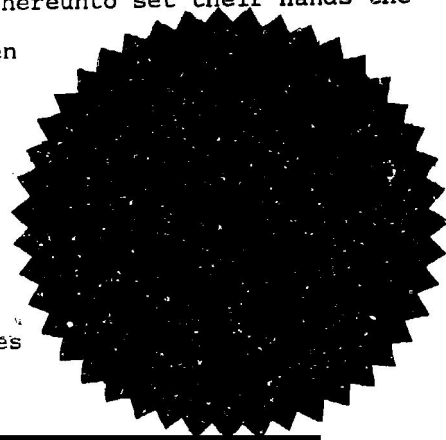
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THE COMMON SEAL OF THE
LONDON BOROUGH OF CAMDEN
was hereunto affixed in
the presence of:-

d

day

[Signature]
Head of the Legal Services
Controller of Legal Services
15/10/11



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SIGNED AS A DEED
by PAUL ANTHONY O'CONNELL
in the presence of



WITNESS

Signature.

en

SIGNED AS A DEED
by ANGELA MARY COYNE
in the presence of



WITNESS

Signature.



DATED 16th November 1992

TOWN AND COUNTRY PLANNING ACT 1990
GREATER LONDON COUNCIL (GENERAL
POWERS) ACT 1974 LOCAL GOVERNMENT
(MISCELLANEOUS PROVISIONS) ACT
1982

PAUL ANTHONY O'CONNELL
- and -
ANGELA MARY COYNE

- and -

THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

A G R E E M E N T
regarding
30 Westbere Road, West Hampstead
London NW2

Lyn Meadows
Controller of Legal Services
Town Hall
Euston Road
LONDON
NW1 2RU

Ref: LEGAL/MW/PL
Tel: 071 413 6927

lpool/agreement/0459

BARCLAYS DIRECT MORTGAGE SERVICE
PO BOX HK444, Leeds LS11 0BB Telephone: 0532 760202 Facsimile: 0532 765555 DX 13947 Leeds Arlington

BARCLAYS

DIRECT
MORTGAGE
SERVICE

Miss Coyne
80 Westbere Road
Cricklewood
London
NW2 3RU

Our RefCDW/SecTrans/09
Customer No 0000421232/2
Date 30/10/92

Dear Miss Coyne

Re Customer Number :- 421232
Name of Borrower :- O'Connell & Coyne
Property Address :- 80 Westbere Rd Cricklewood

We refer to the telephone conversation of yesterday with the
Banks Solicitors.

We confirm that we agree to the agreement from the London Borough
of Camden for the planning permission to us the above property
as a nursery. As we understand the permission to be personal to
Mrs Coyne we have no objection to the proposal.

We trust that this is satisfactory and we apologise for any delay
and any inconvenience caused.

Yours sincerely,

 Chris Ward