

DATED \_\_\_\_\_ 1991

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

SHOP DEVELOPMENTS (SUBURBAN) LIMITED

- and -

THE MAYOR AND BURGESSES OF THE LONDON  
BOROUGH OF CAMDEN

A G R E E M E N T

- regarding -

10/16 Goodge Street London W.1

PAISNER & CO

Bouverie House  
154 Fleet Street  
London EC4A 2DQ  
Telephone 071-353 0299

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THIS AGREEMENT is made the  
day of

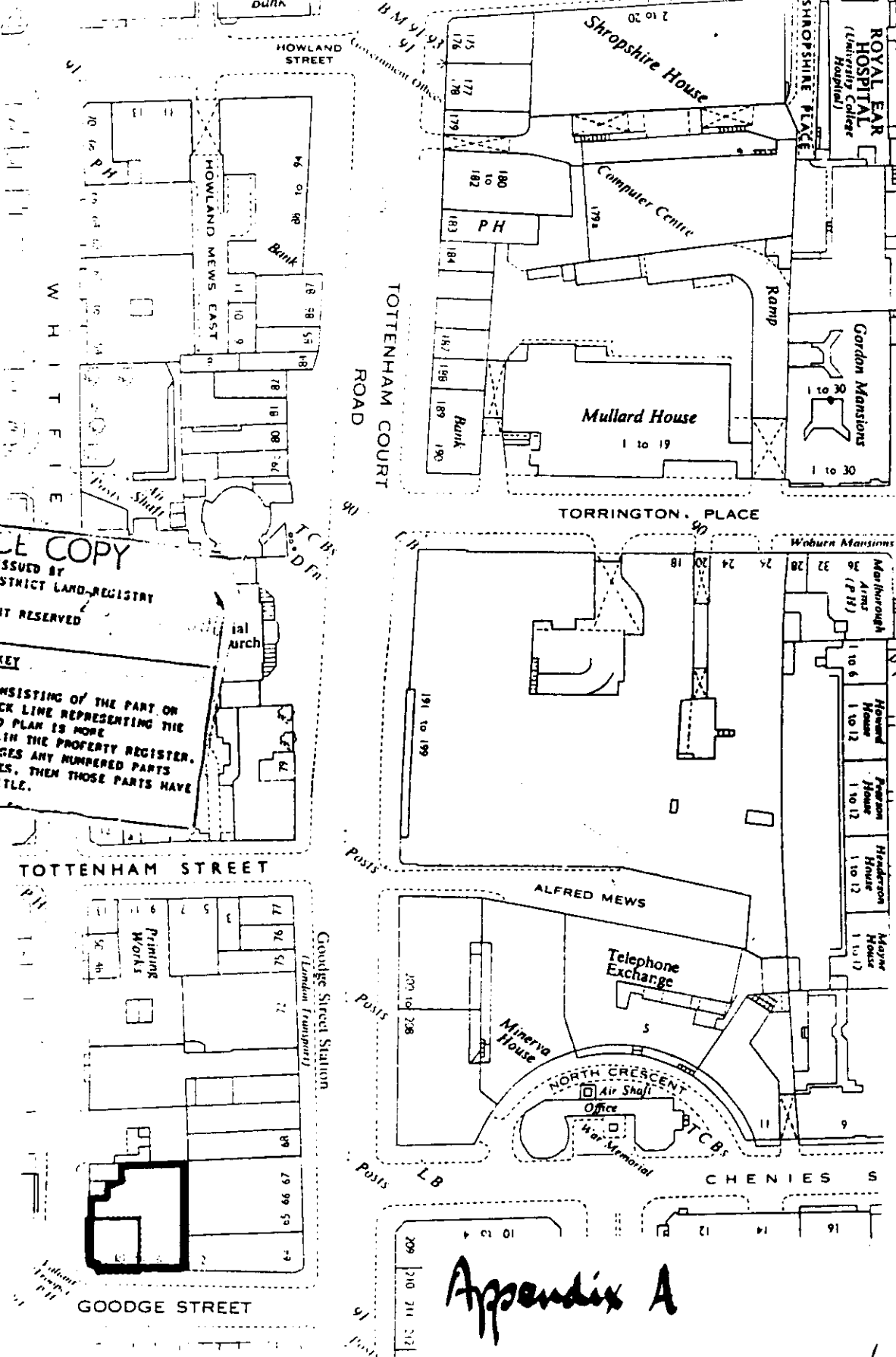
One thousand nine hundred and ninety one B E T W E E N  
SHOP DEVELOPMENTS (SUBURBAN) LIMITED of 11 Hatton Garden  
London EC1N 8AH (hereinafter called "the Owner") of the  
one part and THE MAYOR AND BURGESSES OF THE LONDON  
BOROUGH OF CAMDEN of Town Hall Euston Road London NW1 2RU  
(hereinafter called "the Council") of the other part and  
L.D.C. TRUSTEES LIMITED (Company Registration Number  
625705) of Refuge House 66 Gresham Street London EC2V 7HX  
("the Mortgagee")

W H E R E A S

(1) The Owner is registered at H. M. Land Registry with  
Title Absolute under Title Numbers NGL 263941 and  
NGL 263942 as the freehold proprietor of the land  
(hereinafter called "the Land") known as 10-16 Goodge  
Street London as is shown edged red on the plan marked  
Appendix A annexed hereto

(2) The Council is the local planning authority for the  
London Borough of Camden in which the Land is situated for  
purposes of the Town and Country Planning Act 1990  
(hereinafter called "the Act")

(3) Application was made on the Eleventh day of October  
One thousand nine hundred and eighty eight for planning  
permission for redevelopment of the Land by the erection  
of new office premises and basement car parking spaces at  
the adjoining property 34-42 Whitfield Street and the



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 THE HARROW DISTRICT LAND REGISTRY  
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 CROWN COPYRIGHT RESERVED

**KEY**  
 REGISTERED LAND CONSISTING OF THE PART ON  
 DOTTED WITH A THICK LINE REPRESENTING THE  
 PART ON THE FILED PLAN IS MORE  
 FULLY DESCRIBED IN THE PROPERTY REGISTER.  
 A THICK LINE ENCLOSES ANY NUMBERED PARTS  
 LETTERED PREFIXES, THEN THOSE PARTS HAVE  
 BEEN DERIVED FROM THE TITLE.

*Appendix A*

continued use of second and third floors of 12-16 Goodge Street as offices together with a construction of a new service yard for Tesco plc at ground floor and basement 12-16 Goodge Street and a new lift and entrance serving 12-16 Goodge Street from the Whitfield Street frontage as is more particularly described in Application Number 88/00483 as amended by letters of Seventeenth day of April One thousand nine hundred and eighty nine and Fourteenth day of June One thousand nine hundred and eighty nine from G.L. Hearn and Partners to the Council

(4) The Council wishes to secure that in the interests of proper planning the development of the Land should be restricted and regulated in accordance with this Agreement

(5) For that purpose the Owners are willing to enter into this Agreement pursuant to the provisions of S.106 of the Act Section 33 Local Government (Miscellaneous Provisions) Act 1982 and S.16 Greater London Council (General Powers) Act 1974

(6) The Council has resolved to approve and grant consent to the aforesaid application for development of the Land subject to the completion of this Agreement and subject to the conditions mentioned in the planning permission of even date herewith and of reference PL/8800483/R3 - N13/12/A (hereinafter called "the Planning Permission")

NOW THIS DEED WITNESSETH as follows:-

1. THIS Agreement is made in pursuance of Section 105 of the Act Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and Section 16 of the Greater London Council (General Powers) Act 1974 all of which shall apply to each and every covenant agreement and undertaking given by the Owner herein to the extent that such are legally applicable

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

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

4. THE Owner hereby covenants with the Council that it will within ten days from the date hereof lodge or procure the lodging of (if not already lodged) its Charge Certificates 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 but so that such entry may be removed on the application of the Owner on or after the Twenty eighth day of September One thousand nine hundred and ninety eight

5. 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

6. THE expressions "the Owner" and "the Council" shall include their respective successors in title and assigns

7. 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 Chief Executive (Reference: Legal/PL/353) London Borough of Camden Town Hall Euston Road London NW1 2RU and any notice to the Owner to be addressed to its registered office at 11 Hatton Garden London EC1N 8AH

8. IT IS HEREBY AGREED AND DECLARED by the Owner and the Council that the Schedule hereto forms part of this Agreement

9. NOTHING in this Agreement shall imply any obligation on the part of the Council to the Owner or to any person to ensure that the development and works mentioned herein are properly constructed

Appendix B

GOODGE ST.

entrance

EXISTING TESCO

WHITFIELD ST.

EXISTING

office entrance

existing entrance removed and walled in.

discharge louvres tesco fridge plant

new entrance hall to serve office above

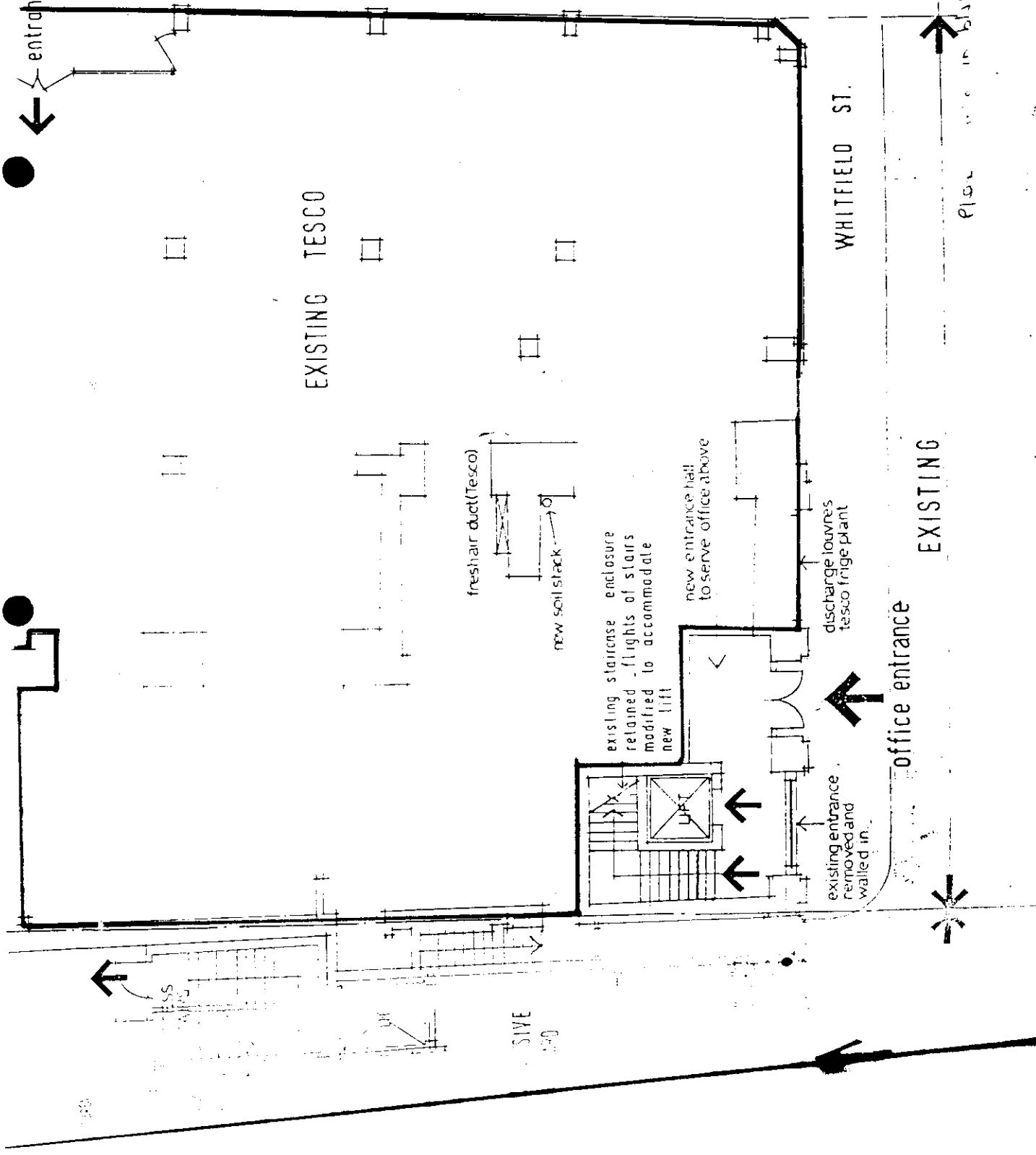
existing staircase enclosure retained - flights of stairs modified to accommodate new lift

new soil stack

fresh air duct (Tesco)

SIVE 240

Plan



10. THIS Agreement shall be registered as a local Land Charge and shall be removed from the Local Land Charges Register on or after the Twenty eighth day of September One thousand nine hundred and ninety eight

11. SECTION 33 of the Local Government (Miscellaneous Provisions) Act 1982 shall apply to all covenants herein contained and relating to the Land such covenants being made to secure the carrying out of works or regulating the use of the Land

12. THE Owner agrees to pay to the Council its reasonable costs incurred in preparing this Agreement such costs not to exceed Five hundred pounds (£500.00)

13. THE Mortgagee hereby agrees with the Council and with the Owner that it will allow and facilitate the registration of this Agreement in the Charges Registers of the title to the land as is more particularly set out at paragraph 4 of the Owner's covenants

I N W I T N E S S whereof this Deed is executed the day and year first before written

THE SCHEDULE

In this Schedule the expression "The Shop Premises" shall be those premises presently used as a Tesco Supermarket or food store and identified on the plan marked Appendix B attached hereto:

The Owner hereby covenants that it will use its reasonable endeavours to procure the continuation of the use of the Shop Premises which constitute the ground floor retail

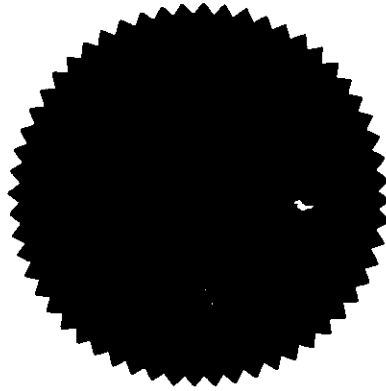


unit for the purposes of selling food and drink and ancillary household items until the Twenty eighth day of September One thousand nine hundred and ninety eight

THE COMMON SEAL of L.D.C. TRUSTEES LIMITED was affixed to this Deed in the presence of:-

Director

*[Handwritten Signature]*  
SHANTY TRUST MANAGERS



THE COMMON SEAL of the SHOP DEVELOPMENTS (SUBURBAN) LIMITED affixed to this Deed in the presence of:

Director

Secretary

