

DATED THIS 31st DAY OF August 1989

LONDON BOROUGH OF CAMDEN

- and -

FIRMLAND LIMITED

- and -

HILL SAMUEL BANK LIMITED

AGREEMENT

Under Section 52 of the Town and Country
Planning Act 1971 and Section 33 of The Local
Government (Miscellaneous Provisions) Act 1982
in respect of development at Berridge House,
Hillfield, Hampstead

CAMERON MARKBY HEWITT

Sceptre Court 40 Tower Hill London EC3N 4BB

Telephone: 01-702 2345 Fax: 01-702 2303

Lloyd's Office: Room 639, Floor 6, Lloyd's, 1 Lime Street, London EC3M 7DQ

Telephone: 01-623 7100 (Exts 4412/4437) Fax: 01-929 4700

THIS AGREEMENT is made the 31st day of August 1989

BETWEEN

(1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN of Camden Town Hall Euston Road London NW1 2RU (hereinafter called "the Council") of the First Part and

(2) FIRMLAND LIMITED whose registered office is situate at Maxwelton House 41-43 Boltro Road Haywards Heath West Sussex RH1 6LBJ (hereinafter called "the Developer") of the Second Part and

(3) HILL SAMUEL BANK LIMITED whose registered office is situate at 100 Wood Street London EC2P 2AJ (hereinafter called "the Mortgagee") of the Third Part

WHEREAS

(1) The Developer is the owner of land known as Berridge House Hillfield Road Hampstead shown edged blue on the plan which is Annexure 1 hereto (hereinafter called "the Berridge House Site") and is registered at HM Land Registry as proprietor with absolute freehold title to the Berridge House Site under Title Number 437897

(2) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1971 and a principal council for the purpose of Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 in respect of the area which includes the Berridge House Site

(3) The Mortgagee has the benefit of a Mortgage over the Berridge House Site (hereinafter called "the Mortgage") and has at the request of the Council agreed to join in the Agreement for the purpose hereinafter appearing

(4) By an application dated 14th October 1988 bearing Council reference number 8804518R3 the Developer applied to the Council for planning permission for the erection of 45 dwellings and a local community building (hereinafter called "the Community Building") to replace the former educational buildings on the Berridge House Site (hereinafter called "the Development")

(5) The Council is a Local Authority for the purposes of Section 111 of the Local Government Act 1972 and is satisfied that the arrangements made in this Agreement will facilitate be conducive to and be incidental to the Council's functions as the case may be so far as this Agreement secures the construction of the Community Building on that part of the Berridge House Site which is coloured red on the plan which is Annexure 2 hereto and

the transfer to the Council of the freehold to the Community Building and the land upon which it will stand (hereinafter called "the Community Building Land") and which is more particularly delineated and edged in red on the plans which are Annexures 2 and 3 hereto

(6) The Council and the Developer are desirous of entering into an agreement for the purposes of permanently restricting or regulating the development or use of the Berridge House Site as hereinafter provided and to facilitate the Development in the terms of the application which all parties consider necessary or expedient

(7) On 4th May 1989 the Council resolved to grant planning consent for the Development in the form of a draft consent which is Annexure 4 hereto (hereinafter called "the Planning Permission") subject to the completion of this Agreement and subject to the conditions restrictions and other matters mentioned in the Planning Permission

(8) Where the context admits words of the masculine gender shall include the feminine gender and words of the singular shall include the plural and vice versa and reference herein to any statute or section of a statute includes any statutory re-enactment or modification thereof

NOW THIS DEED WITNESSETH as follows

1. This Agreement (hereinafter called "the Agreement") is made in pursuant of Section 52 of the Town and Country Planning Act 1971 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 Section 111 of the Local Government Act 1972 and all other power enabling in that behalf and the undertaking stipulations and covenants contained herein

- (a) are covenants to which the said provisions apply and
- (b) relate to the Berridge House Site

and are entered into with the intent that the same shall be enforceable without limit of time not only by and against the Developer and the Council as the case may be but also against their successors in title and any person corporate or otherwise claiming through or under them an interest or estate created after the date hereof in the Berridge House Site or any part or parts thereof SAVE any Purchaser or Purchasers of one or (as the case may be) two residential units comprised in the Development as if that person had also been an original covenanting party in respect of such of the covenants and undertakings which relate to the interest or estate for the time being held by him

2. The Developer 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 the Agreement or arising out of the existence of the Agreement other than any claim arising pursuant either to Clause 11 or 21 hereof or the covenants on the part of the Council contained in the draft transfer forming annexure 8 hereto

3. The Developer 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 or alternatively in the Planning Permission as amended by any Appeal to the Secretary of State for the Environment pursuant to Section 31A of the Town and Country Planning Act 1971

4. The Agreement is conditional upon and shall not take effect unless and until the Planning Permission is granted by the Council and is implemented by the commencement of the Development in accordance with Section ⁴³ ~~41~~ of the Town and Country Planning Act 1971 written notice of such commencement to be given by the Developer to the Council within 7 days thereof

5. The Agreement shall cease to have effect if the Planning Permission shall expire before the Development is commenced or is revoked or otherwise withdrawn or modified without the consent of the Developer

6. The Developer hereby covenants with the Council that it will procure that the professional advisers and the contractor or contractors whom it appoints in respect of the design and construction of the Community Building shall enter into direct Duty of Care Agreements with the Council substantially in the form of the draft Agreements which form Annexure 5 hereto save as amended with the consent of the Council such consent not to be unreasonably withheld or delayed

7. Nothing in this Agreement shall imply any obligation on the part of the Council to ensure that the Community Building has been properly designed and constructed

8. The Developer hereby covenants with the Council that before the occupation of the 24th house comprised in the Development or within 6 months of the completion of the 23rd house comprised in the Development or within 18 months of the commencement of the Development whichever is the earlier

(a) the Developer shall have completed at its own expense the construction of the Community Building on the Community Building Land in accordance with the 1:50 scale plan dated ^{January}~~April~~ 1989 which is Annexure 6 hereto and in accordance with the Planning Permission

AMH
in
AMH

(b) the Community Building shall have been fitted out by the Developer at its own expense in

accordance with the document entitled "Specification for Community Building" which is Annexure 7 hereto

(c) The construction and fitting out of the Community Building shall be carried out to the reasonable satisfaction of the supervising architect or surveyor who shall provide a certificate of practical completion a copy of which shall be forwarded to both the Council and the Council's Solicitors (being Ashurst Morris Crisp of 119 Finsbury Pavement London EC2M 1PB (ref CAC) or otherwise as notified to the Developer

(d) the Developer shall pay to the West Hampstead Community Association or such other Local Community Association as shall be notified by the Council to the Developer in writing prior to payment the sum of £4,500 (four thousand five hundred pounds) to be used solely towards the costs of running the Community Building during the first year and for soft landscaping around the Community Building

9. The parties hereto hereby agree as follows:

9.1 That the transfer to the Council of the Developer's Freehold interest in the Community Building Land shall take place ten (10) working days after receipt by the Council or the Council's Solicitors of the certificate of practical completion referred to in Clause 8(c) above

8.

9.2 That the transfer of the freehold interest in the Community Building Land shall be in the form of the Draft Transfer which is Annexure 8 hereto

9.3 The Developer's title to the Community Building Land is registered at H.M. Land Registry under title number 437897 with freehold title absolute and the Developer shall transfer title to the freehold interest in the Community Building Land as beneficial owner and (save as mentioned in entries 1 and 2 of the Charges Register of title number 437897 and save as to any local land charges or overriding interest as defined by s.70(1) of the Land Registration Act 1925 subsisting as of the date hereof) free from incumbrances

9.4 The Community Building Land shall be sold with vacant possession at Completion

9.5 That the Council shall be entitled to raise reasonable and proper requisitions on the title to the Community Building Land but only in respect of matters arising after the 15th March 1989 being the date of the office copy entries supplied to the Council

9.6 That the Community Building Land is more particularly shown edged red on the plans forming annexures 2 and 3 Provided Always that the Plan to be annexed to the draft transfer forming Annexure 8 hereto shall be prepared on an Ordnance Survey base and shall otherwise comply with the requirements of H.M. Land Registry

10. Any dispute between the parties arising out of Clause 8 of the Agreement may be referred by either party to the President for the time being of the Royal Institute of Chartered Surveyors who shall appoint a qualified and experienced person ('the arbitrator') to act as an arbitrator and not as an expert to adjudicate upon the matter or matters in dispute and both parties agree that the decision of the arbitrator shall be final
11. On the execution of the Agreement the Developer shall pay to the Council the reasonable legal costs incurred by the Council in the preparation of the Agreement
12. The Developer hereby agrees to indemnify the Council in respect of any stamp duty payable by the Council in respect of the Transfer to it of the Community Building Land
13. The Mortgagee hereby confirms its consent to the Developer entering into the Agreement and shall at the date of the transfer of the Community Building Land to the Council deliver to the Council a duly executed deed of release in relation to the Community Building Land in respect of the charge set out in entries 3 and 4 of the Charges Register of title number 437897 if the said charge is still subsisting

14. The Parties hereto hereby agree that the Mortgagee shall not be liable for any breach of the covenants restrictions or obligations contained in the Agreement occurring after the Mortgage has been redeemed or after the Mortgagee has otherwise parted with its interest in the Berridge House Site or the part in respect of which such breach occurs

15. The 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

16. The Developer hereby covenants with the Council that it will within ten days from the date hereof lodge its Land or Charge Certificate to the Berridge House Site with H.M. Land Registry and will apply to the Chief Land Registrar to register the 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 and office copies of such title to show the entry of this Agreement in the Charges Register of the title to the Berridge House Site

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

18. The Developer shall indemnify and keep indemnified the Council against all reasonable and proper claims actions demands or expenses which may arise out of or in consequence of the provisions of this Agreement other than the Developer's own reasonable and proper claims arising under either Clauses 11 and 21 hereof or the covenants on the part of the Council in the draft transfer forming annexure 8 hereto

19. The terms and conditions of the Agreement shall be capable of being varied by supplemental agreement executed by the parties hereto and endorsed thereon

20. The Council hereby covenants with the Developer that upon the Agreement terminating in the circumstances envisaged in Clause 5 or upon the compliance of the Developer with all its covenants contained herein the Council will execute a Deed of Release of the Developer's covenants and the Council and the Developer will thereafter effect the removal of the registration of the Developer's covenants in the Local Land Charges Register and in the Charges Register of Title Number 437897

21. Any notice to the parties hereto under the Agreement shall be deemed to be served and delivered personally if sent by recorded delivery service in the case of the

Developer at its registered office and in the case of the Council at the address heretofore provided

IN WITNESS whereof the parties have caused their common seals to be affixed on the day and year first before written

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

J. Wilson

Chief Executive



THE COMMON SEAL of FIRMLAND)
LIMITED was hereunto affixed)
in the presence of:-)

Director

[Signature]

Director

[Signature]



THE COMMON SEAL of HILL)
SAMUEL BANK LIMITED was)
hereunto affixed in the)
presence of:-)

A.W. Clark

Director

Director ASST. SECRETARY

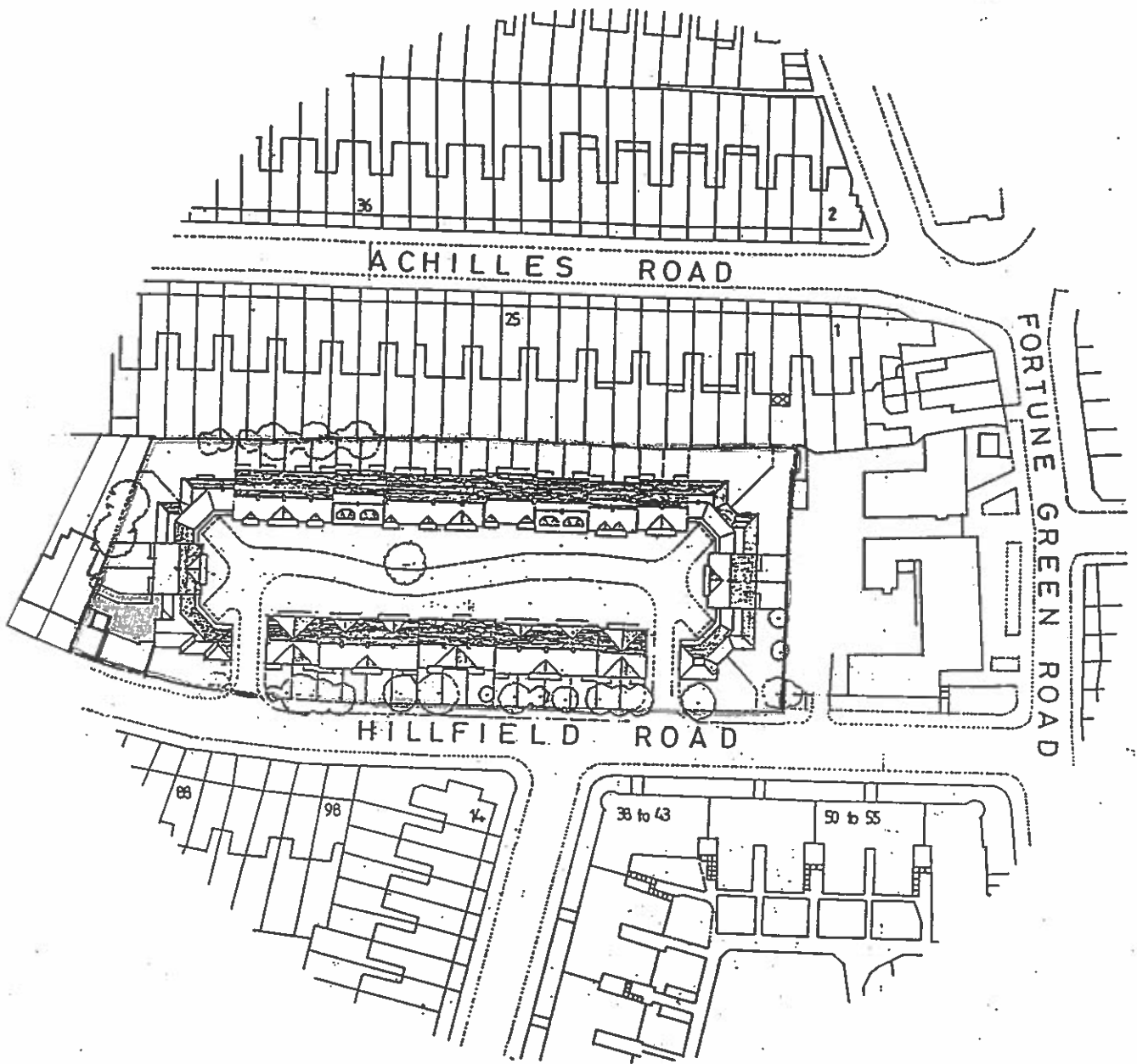
[Signature]

6791

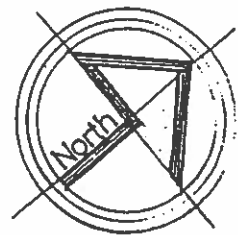


13.

ANNEXURE 1



Location Plan.



REVA LAYOUT AMENDED GENERALLY MAC

DAVID LANDAW AND PARTNERS
 rtered Architects and Planning Consultants
 Greencoat House, Francis Street
 London SW1P 1DH
 Telephone: 01-531 4333 Telefax: 01-271 5255

Berridge Mews
 Hillfield Road
 London N.W.6

DATE . OCT. 88

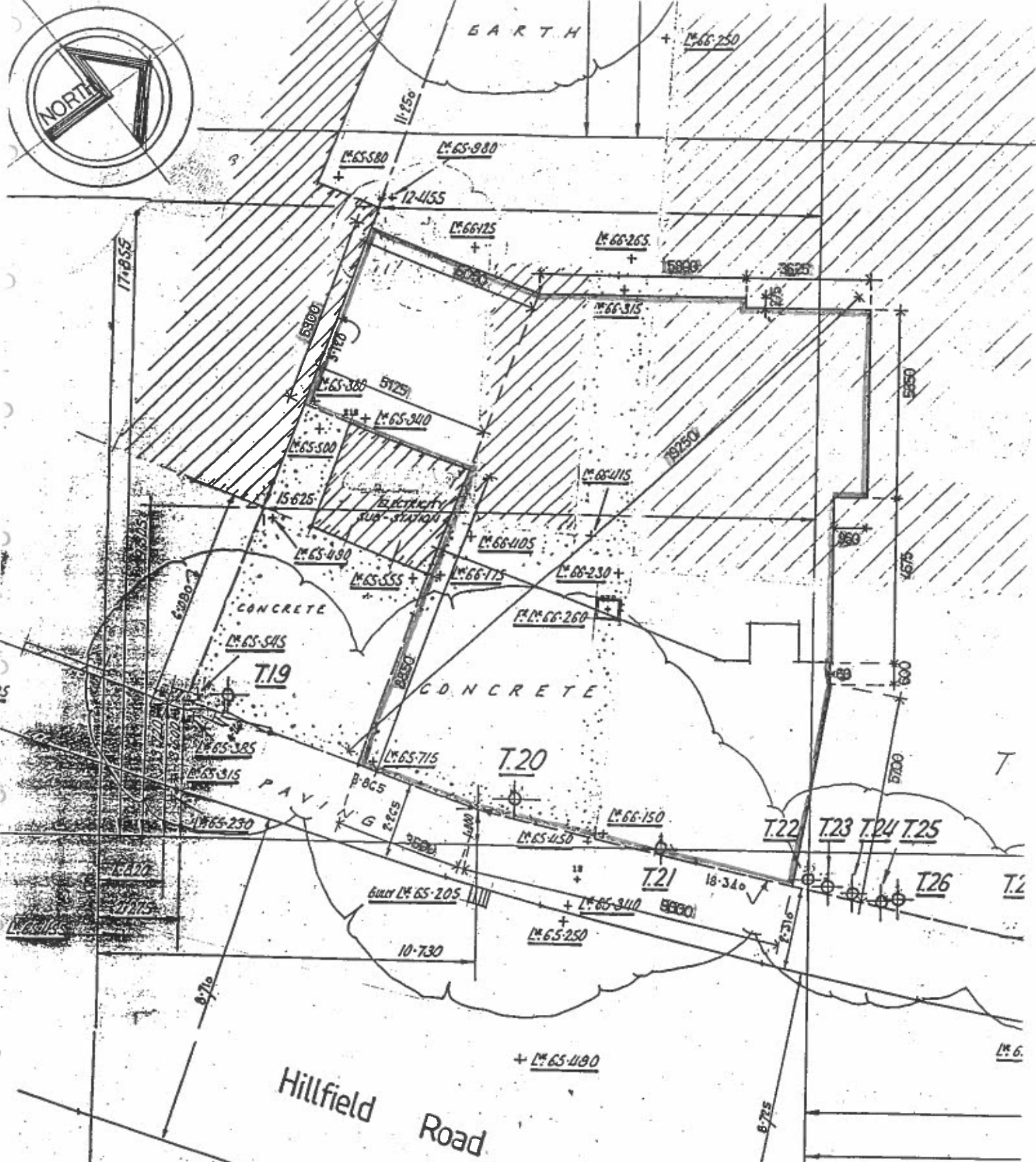
SCALE . 1:1250

DRAWING NO: 398-46B

14.

ANNEXURE 2

ANNEXURE 3



REV B - AUG 89 - DIMENSIONS AMENDED TO SUIT APPROVED LAYOUT OF LOCAL COMMUNITY CENTRE

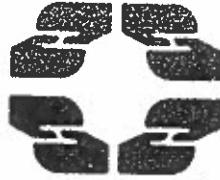
DAVID LANDAW AND PARTNERS
 Chartered Architects and Planning Consultants
 Greencoat House, Francis Street
 London SW1P 1PH
 Telephone: 01-630 0333 Telefax: 01-821 5255

BERRIDGE HOUSE / SITE 398/103B
 HILLFIELD ROAD LONDON NW6

Drawn S.J.F	Scale <small>NOT TO SCALE USE FIGURED DIMENSIONS ONLY.</small>	Date APR 89
-------------	--	-------------

Site Boundary for Community Building

ANNEXURE 4



David Landaw & Partners
Greencoat House
Francis Street
London SW1P 1DH

Our Reference: PL/8804518/R3
Case File No: F4/8/3
Tel.Inqu:
Valerie Ruddlesden ext. 2526
(Please ring after 2.00pm unless
enquiring about Tree applications.)

Date:

Dear Sir(s)/Madam,

Town and Country Planning Act 1971 (as amended)

Permission for Development

The Council, in pursuance of its powers under the above-mentioned Act and Orders made thereunder, hereby permits the development referred to in the undermentioned Schedule subject to the conditions set out therein and in accordance with the plans submitted, save insofar as may otherwise be required by the said conditions.

Your attention is drawn to the General Information attached hereto.

Your attention is also drawn to the Statement of Applicants Rights.

SCHEDULE

Date of Original Application : 14th October 1988

Address : Site of Berridge House, Hillfield Road, NW6.

Proposal : Redevelopment of the site by the erection of a mews development comprising 45 dwelling houses, together with associated parking spaces and landscaping, and including the provision of a two-storey building for community use as shown on drawing nos. 41C, 42B, 43A, 44B, 45A, 46A, 56, 57, 87B, 88B, 89A, 90B, 91B, 92B, 93B, 94B, 95B, 96B, 97A, 98, 99. revised on 23rd March, 12th & 27th April 1989

Standard Condition:

1. The development hereby permitted must be begun not later than the expiration of five years from the date of this permission.

Reason for Standard Condition:

1. In order to comply with the provisions of Section 41 of the Town and Country Planning Act 1971.

Additional Condition(s):

- 01 The details of the elevations and facing materials to be used on the building shall not be otherwise than as shall have been submitted to and approved by the Council before any work on the site is commenced.
- 02 The garage(s) shall be retained and used for the accommodation of



(Cont.)

(Our Reference: PL/8804518/R3)
(Case File No: F4/8/3)

private motor vehicle(s) only and no trade or business shall be carried on therefrom.

- 03 Notwithstanding the provisions of Article 3 of the Town and Country Planning General Development Order 1988 (as amended) or any order revoking and re-enacting that Order, no development within Part 1 (Classes A to H) and Part 2 (Class B) of Schedule 2 of that Order shall be carried out without the grant of planning permission having first been obtained from the Council.
 - 04 No development shall take place until full details of hard and soft landscaping and means of enclosure of all unbuilt, open areas have been submitted to and approved by the Council.
 - 05 All hard and soft landscaping works shall be carried out to a reasonable standard in accordance with the approved landscape details, prior to the occupation for the permitted use of the development or any phase of the development, whichever is the sooner. Any trees or areas of planting which, within a period of 5 years from the completion of the development die, are removed, or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the Council gives written consent to any variation.
 - 06 All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage to the satisfaction of the Council for a period of at least 12 months following the completion of the development hereby approved, or such longer period as may be required under Sections 60 and 61A of the Town and Country Planning Act 1971 (as amended).
Any trees removed without the Council's consent or dying or being severely damaged or becoming seriously diseased during that period shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with trees of such size and species and in such positions as may be agreed with the Council, without prejudice to any further action the Council may consider appropriate to secure the protection of existing trees.
- Reason(s) for Additional Condition(s):
- 01 To ensure that the Council may be satisfied with the external appearance of the building.
 - 02 Any other use of the garage(s) would be prejudicial to the amenities of the residential building(s) and the area generally.
 - 03 To safeguard the visual amenities of the area and to prevent over-development of the site by controlling proposed extensions and alterations.
 - 04 In order that the Council may give consideration to the details of the proposed development.



(Cont.)

(Our Reference: PL/8804518/R3)
(Case File No: F4/8/3)

- 05 To ensure that the landscaping is carried out within a reasonable period and to maintain a satisfactory standard of visual amenity in the scheme.
- 06 To ensure that the Council may be satisfied that the development will not have an adverse effect on existing trees and in order to maintain the character and amenities of the area.

Informative(s):

- 01 Your attention is drawn to the need to consult the Council's Director of Works at Hampstead Town Hall, Haverstock Hill, NW3, Tel 435 7171 regarding arrangements for the disposal of refuse.
- 02 Works of construction and ancillary activity which would cause disturbance to adjoining residents should not take place otherwise than between the hours of 8am to 6pm on Monday to Friday and 8am to 1pm on Saturday, with no working on Sunday or Bank Holidays in order to comply with locally enforced standards.
- 03 The enclosed leaflet sets out the Council's guidelines for the protection of trees on development sites.
- 04 If a revision to the postal address becomes necessary as a result of this development, application should be made to the Director of Planning (Street Naming and Numbering) under Part 2 of the London Building Acts (Amendment) Act 1939.

Yours faithfully

Director of Planning and Transport
(Duly authorised by the Council to sign this document)

17.

ANNEXURE 5

- (1)
- (2) THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF CAMDEN

DUTY OF CARE DEED

in connection with
construction of development
at

(ARCHITECT)

ASHURST MORRIS CRISP
Broadgate House
7 Eldon Street
London EC2M 7HD

Tel: 01-247-7666

Telex: 887067 ASHLAW

DOC0016/CAC

21 August 1989

THIS DEED is made the _____ day of _____ 19 _____

BETWEEN:-

(1)

trading as

("the Architect") of the one part and

(2) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN of Camden Town Hall Euston Road London NW1 2RU ("the Council") of the other part

WHEREAS:-

(A) The Architect has been appointed by FIRMLAND LIMITED ("the Company") to provide the services of a Professional Architect in relation to the Project ("the Project") described in the Agreement made between the Company and the Architect and dated the _____ day of _____ 19 _____ ("the Agreement").

(B) By an agreement ("the Section 52 Agreement") made between the Company (1) and the Council (2) the Company agreed to construct the Project.

(C) Clause [] of the Agreement requires the Architect to enter into this agreement with the Council

NOW THIS DEED WITNESSETH as follows:-

1. WARRANTIES

The Architect warrants to and undertakes with the Council that in respect of all matters which lie within the

scope of his professional responsibilities under the Agreement (but not so as to create any greater obligation than is owed to the Company under the Agreement):-

- (a) he has exercised and will continue to exercise all proper skill care and attention;
- (b) he shall owe a duty of care to the Council in respect of such matters;
- (c) the Council shall be deemed to have relied upon the Architect's professional skill and judgment in respect of such matters;
- (d) he will use his reasonable endeavours to maintain in force professional indemnity insurance without any material excesses or unusual exclusions taken out with reputable insurers carrying on business in the United Kingdom sufficient to cover any liabilities of the Architect which may arise out of the work carried out pursuant to the Agreement and the Section 52 Agreement up to a limit in respect of each and every claim of not less than £[],000,000 and will maintain the same until fifteen years after the completion of his services under the Agreement and the Section 52 Agreement and will produce such evidence as the Council may reasonably require (but not more often than annually) to satisfy itself that the terms of this Clause have been complied with.

1.02. The Architect further warrants to and undertakes with the Council that none of the following have been specified by the Architect for use in the Development:-

- (a) high alumina cement or concrete;
- (b) woodwool slabs;
- (c) calcium chloride;
- (d) asbestos;
- (e) sea dredged or sea washed aggregates;
- (f) calcium silicate;
- (g) combustible insulants.

1.03. The Architect acknowledges that he will be requested to perform certain functions under the Section 52 Agreement and agrees that he will carry out those functions on request and in doing so he will use all reasonable skill and care.

2. LICENCE

The Architect grants to the Council an irrevocable royalty-free Licence to use and reproduce the plans, drawings, specifications and calculations relating to the Project and all amendments and additions thereto (whether in existence or to be made) and any works, design or inventions of the Architect incorporated or referred to therein for all purposes relating to the Project including (without limiting the generality thereof) the construction, completion, re-construction, modification, extension, maintenance, repair, alteration, renewal, use, letting, management sale and advertisement of the Project.

3. ASSIGNMENT

The Architect agrees that the Council may assign or charge the benefit of this agreement to its successors in title to the Project or any part of it without the consent of the Architect.

4. CONTINUING EFFECT

Notwithstanding the completion of the Project or any part thereof the provisions of this agreement shall continue to have effect.

IN WITNESS WHEREOF the Common Seal of the Council was hereunto affixed and the Architect has hereunto set his hand and seal the day and year first above written.

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

Chief Executive

SIGNED SEALED and DELIVERED)
by the said)
in the presence of:-)

- (1)
- (2) THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF CAMDEN
- (3) FIRMLAND LIMITED

DUTY OF CARE DEED

in connection with the construction
of a Project at

(BUILDING CONTRACTOR
no design liability)

ASHURST MORRIS CRISP
Broadgate House
7 Eldon Street
London EC2M 7HD

Tel: 01-247-7666

Telex: 887067 ASHLAW

DOC0018/CAC
21 August 1989

- (a) it has exercised and will continue to exercise all reasonable skill care and attention;
- (b) it shall owe a duty of care to the Council in respect of such matters;
- (c) the Council shall be deemed to have relied upon the Contractor's skill and judgement in respect of such matters;

1.2. The Contractor further warrants to and undertakes with the Council that save as provided for in the specification for the Project none of the following have been specified by the Contractor for use in the Project:-

- (a) high alumina cement or concrete;
- (b) woodwool slabs in permanent shuttering form;
- (c) calcium chloride;
- (d) asbestos;
- (e) sea dredged or sea washed aggregates;
- (f) calcium silicate;
- (g) combustible insulants (in particular urea formaldehyde foam);

1.3. The Contractor agrees that if so required by the Council the Contractor will enter into an agreement with any tenant on the whole or any part of the Project on the same terms mutatis mutandis as this Agreement.

2. LICENCE

The Contractor grants to the Council an irrevocable royalty free Licence to use and reproduce the plans, drawings, specifications and additions thereto (whether in existence or to be made) and any works, design or inventions of the Contractor

incorporated or referred to therein for all purposes relating to the Project including (without limiting the generality thereof) the construction, completion, reconstruction, modification, extension, repair, alteration, renewal, use, letting, management, sale and advertisement of the Project.

3. ASSIGNMENT

The Contractor agrees that the Company may freely assign or charge the benefit of this Agreement or any part of it to its successors in title to the Project or any part of it without the consent of the Contractor.

4. CONTINUING EFFECT

Notwithstanding the completion of the Project or any part thereof the provisions of this Agreement shall continue to have effect

IN WITNESS WHEREOF the Common Seal of the Developer the Council and the Contractor were hereunto affixed the day and year first above written

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

Chief Executive

THE COMMON SEAL of FIRLMAND)
LIMITED)
was hereunto affixed in the)
presence of:-)

Director

Secretary

THE COMMON SEAL of)
was hereunto affixed in the)
presence of:-)

Director

Secretary

- (1)
- (2) THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF CAMDEN
- (3) FIRMLAND LIMITED

D U T Y O F C A R E

D E E D

in connection with the construction
of a Project at

(Building/Management Contractor
with design responsibility)

ASHURST MORRIS CRISP
Broadgate House
7 Eldon Street
London EC2M 7HD

Tel: 01-247-7666

Telex: 887067 ASHLAW

DOC0019/CAC
21 August 1989

- (a) it has exercised and will continue to exercise all reasonable skill care and attention;
- (b) it shall owe a duty of care to the Council in respect of such matters;
- (c) the Council shall be deemed to have relied upon the Contractor's skill and judgement in respect of such matters;
- (d) it will use its reasonable endeavours to maintain in force professional indemnity insurance without any material excesses or unusual exclusions taken out with reputable insurers carrying on business in the United Kingdom sufficient to cover any liabilities of the Management Contractor which may arise out of the work carried out pursuant to the Contract up to an annual aggregate limit of not less than [] and will use its reasonable endeavours to maintain the same until fifteen years after the completion of its services under the Contract and will produce such evidence as the Council may reasonably require (but not more often than annually) to satisfy itself that the terms of this Clause have been complied with

1.2. The Contractor further warrants to and undertakes with the Council that save as provided for in the specification for the Project none of the following have been specified by the Contractor for use in the Project:-

- (a) high alumina cement or concrete;
- (b) woodwool slabs in permanent shuttering form;
- (c) calcium chloride;

- (d) asbestos;
- (e) sea dredged or sea washed aggregates;
- (f) calcium silicate;
- (g) combustible insulants (in particular urea formaldehyde foam);

1.3. The Contractor agrees that if so required by the Council the Contractor will enter into an agreement with any tenant of the whole or any part of the Project on the same terms mutatis mutandis as this Agreement.

2. LICENCE

The Contractor grants to the Council an irrevocable royalty free Licence to use and reproduce the plans, drawings, specifications and additions thereto (whether in existence or to be made) and any works, design or inventions of the Contractor incorporated or referred to therein for all purposes relating to the Project including (without limiting the generality thereof) the construction, completion, reconstruction, modification, extension, repair, alteration, renewal, use, letting, management, sale and advertisement of the Project.

3. ASSIGNMENT

The Contractor agrees that the Council may freely assign or charge the benefit of this Agreement or any part of it to its successors in title to the Project or any part of it without the consent of the Contractor.

4. CONTINUING EFFECT

Notwithstanding the completion of the Project or any part thereof the provisions of this Agreement shall continue to have effect

IN WITNESS whereof the Common Seal of the Developer
the Council and the Contractor were hereunto affixed the day and
year first above written

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

Chief Executive

THE COMMON SEAL of FIRMLAND)
LIMITED)
was hereunto affixed in the)
presence of:-)

Director

Secretary

(THE COMMON SEAL of
(
(was hereunto affixed in the
(presence of:-

Director

Secretary

- (1)
- (2) THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF CAMDEN

DUTY OF CARE DEED

in connection with
construction of development
at

(SERVICES ENGINEER)

ASHURST MORRIS CRISP
Broadgate House
7 Eldon Street
London EC2M 7HD

Tel: 01-247-7666

Telex: 887067 ASHLAW

DOC0014/CAC
21 August 1989

- (a) he has exercised and will continue to exercise all proper skill care and attention;
- (b) he shall owe a duty of care to the Council in respect of such matters;
- (c) the Council shall be deemed to have relied upon the Engineer's professional skill and judgment in respect of such matters;
- (d) that he will use his reasonable endeavours to maintain in force professional indemnity insurance without any material excesses or unusual exclusions taken out with reputable insurers carrying on business in the United Kingdom sufficient to cover any liabilities of the Engineer which may arise out of the work carried out pursuant to the Agreement up to a limit in respect of each and every claim of not less than £[] and will maintain the same until fifteen years after the completion of his services under the Agreement and will produce such evidence as the Council may reasonably require (but not more often than annually) to satisfy itself that the terms of this clause have been complied with.

2. LICENCE

The Engineer grants to the Council an irrevocable royalty-free Licence to use and reproduce the plans, drawings, specifications and calculations relating to the Project and all amendments and additions thereto (whether in existence or to be made) and any works, design or inventions of the Engineer incorporated or referred to therein for all purposes relating to the Project including (without limiting the generality thereof)

the construction, completion, re-construction, modification, extension, maintenance, repair, alteration, renewal, use, letting, management sale and advertisement of the Project.

3. ASSIGNMENT

The Engineer agrees that the Council may assign or charge the benefit of this agreement to its successors in title to the Project or any part of it without the consent of the Engineer.

4. CONTINUING EFFECT

Notwithstanding the completion of the Project or any part thereof the provisions of this agreement shall continue to have effect.

IN WITNESS WHEREOF the Common Seal of the Council was hereunto affixed and the Engineer has hereunto set his hand and seal the day and year first above written.

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

Chief Executive

SIGNED SEALED AND DELIVERED)
by the said)
in the presence of:-)

- (1)
- (2) THE MAYOR AND BURGESSES OF LONDON
BOROUGH OF CAMDEN

DUTY OF CARE DEED

in connection with
construction of development
at

(STRUCTURAL ENGINEER)

ASHURST MORRIS CRISP
Broadgate House
7 Eldon Street
London EC2M 7HD

Tel: 01-247-7666

Telex: 887067 ASHLAW

DOC0015/CAC
21 August 1989

- (a) he has exercised and will continue to exercise all proper skill care and attention;
- (b) he shall owe a duty of care to the Council in respect of such matters;
- (c) the Council shall be deemed to have relied upon the Engineer's professional skill and judgment in respect of such matters;
- (d) that he will use his reasonable endeavours to maintain in force professional indemnity insurance without any material excesses or unusual exclusions taken out with reputable insurers carrying on business in the United Kingdom sufficient to cover any liabilities of the Engineer which may arise out of the work carried out pursuant to the Agreement up to a limit in respect of each and every claim of not less than £[] and will maintain the same until fifteen years after the completion of his services under the Agreement and will produce such evidence as the Council may reasonably require (but not more often than annually) to satisfy itself that the terms of this Clause have been complied with.

1.2. The Engineer further warrants to and undertakes with the Council that none of the following have been specified by the Engineer for use in the Development:-

- (a) high alumina cement or concrete;
- (b) woodwool slabs;
- (c) calcium chloride;
- (d) asbestos;
- (e) sea dredged or sea washed aggregates;

- (f) calcium silicate;
- (g) combustible insulants.

2. LICENCE

The Engineer grants to Council an irrevocable royalty-free Licence to use and reproduce the plans, drawings, specifications and calculations relating to the Project and all amendments and additions thereto (whether in existence or to be made) and any works, design or inventions of the Engineer incorporated or referred to therein for all purposes relating to the Project including (without limiting the generality thereof) the construction, completion, re-construction, modification, extension, maintenance, repair, alteration, renewal, use, letting, management, sale and advertisement of the Project.

3. ASSIGNMENT

The Engineer agrees that the Council may assign or charge the benefit of this agreement to its successors in title to the Project or any part of it without the consent of the Engineer.

4. CONTINUING EFFECT

Notwithstanding the completion of the Project or any part thereof the provisions of this agreement shall continue to have effect.

IN WITNESS WHEREOF the Common Seal of the Council was hereunto affixed and the Engineer has hereunto set his hand and seal the day and year first above written.

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

Chief Executive

SIGNED SEALED and DELIVERED)
by the said)
in the presence of:-)

ANNEXURE 6

ANNEXURE 7

(2820g)

SPECIFICATION NOTES
FOR
LOCAL COMMUNITY USE BUILDING
HILLFIELD ROAD WEST HAMPSTEAD NW6

David Landaw & Partners
Greencoat House
Francis Street
London SW1P 1DH

23.08.89
C/G/398

1. GENERAL

The building will be in traditional construction with the external facing bricks, roof slates and windows matching those of the houses in the main development.

A twelve month defects liability period will be provided.

The word "approved" where used below in the term "or similar approved" shall be read as referring to approval jointly by the Architect and Camden Planning Department.

2. FOUNDATIONS

To be either short bore pile foundations or trench fill dependent on soil report and Structural Engineers design.

All concrete to comply with CP 110.
All reinforced concrete to BS 4466.
All foundations to be to LA approval.

3. MASONRY

a. Below Ground
Masonry

To be Thermalite "Trenchblock" (or similar and approved) laid in mortar to BS 5628: Part 3: 1985.

b. Ground Floor

Moisture resistant 19 mm T & G chipboard floating floor laid on 50 mm EHD Polystyrene insulation on 150 mm 1:2:4 concrete floor slab on 1000 gauge polythene. DPM on sand blinding on min. 150 mm compacted hardcore: DPM to be turned up at loadbearing walls and turned under DPC.

c. Damp Proof
Course

Ledkore DPC (or similar and approved) at ground floor slab level under all walls and min. 150 mm above ground level (excluding ramps into building). DPC's to be used at closure of vertical cavities at all openings in external walls and at all bridging points.

d. External Walls

Facing brickwork in Yellow London Stock to match main development (all as approved by Planning Department) laid in coloured mortar with raked horizontal joints and flush perpend.

50 mm cavity with stainless steel triangle wall ties (cavities to be kept clear).

Internal blocks to be 100 mm Thermalite 'Turbo' (or similar approved) drylined with 25 mm Styrofoam 1B insulating plasterboard on dabs to give a 'U' value of 0.52 W/M²C.

NB: Internal leaf where acting as load bearing wall for concrete first floor slab to be 150 mm Thermalite "Hi-strength 7" or similar approved.

Lintels to be "Bl-Form" cold bridge resistant (or similar approved) sizes in accordance with manufacturers recommendations.

Air bricks to match facings at terminations of vents to WC's and kitchen etc.

e. Internal Walls

To be Thermalite 200 mm "Hi-Strength 7" (or similar approved) where supporting first floor slab. Otherwise to be 100 mm Thermalite "Shield" or similar and approved.

Gypsum wallboard dry lining to BS 1230 with tapered edges fixed on dabs.

Continued/Page 3...

f. Party Walls To be Thermalite 215 mm "Party Wall Blocks" drylined with 25 mm "Styrofoam 1B" insulating plasterboard on dabs.

NB: Adjoining new properties to have 25mm void with second "Party Wall Block" to provide adequate sound insulation between "Local Community Use" building and adjoining properties.

4. FIRST FLOOR Installation of first floor structure to be carried out entirely in accordance with recommendations layout and calculations provided by the manufacturers Tarmac Concrete Ltd. of Francom House, Ford Airfield, Arundel, West Sussex BN18 0BN.
Tel: (0903) 716181.

Floor slab to be formed with 'Tarmac' "F Series" prestressed concrete beams with infill pots and topping.

Prestressed beams to bear on Thermalite "Hi-Strength 7" blocks and to be carried at mid span on steel beam over Community Rooms.

Bearing on steel beam to be provided by means of mild steel angles in continuous lengths, bolted back-to-back through steel of beam at suitable height to provide minimum 75 mm bearing top of steel beam to be set flush with top of floor slabs.

Exposed lower part of steel beam to be cased with two layers 13 mm thick plasterboard to provide half hour fire protection.

Entire area of first floor slab to be overlaid with 'Durabella' Lombard sub floor system comprising 19 mm 'Durabella' flooring grade T & G chipboard panels securely fixed to softwood battens at 300 mm max. centres. 8 mm thick continuous foam cushion bonded continuously along underside of battens.

5. ROOF

Roof structure to be constructed from proprietary trussed rafters sub-contractor/supplier to design size of member/bracing etc. trussed rafters to be at 450 mm centres. All timber to be selected quality structural grade with preservative impregnation treatment (Tanalith 'C' or similar).

Battens to be 38 x 22 mm tanalised S.W. valley battens to be 38 x 25 mm tanalised S.W.. Sarking felt to be reinforced bitumenous to BS 747 Type 1F.

Eaves ventilator to be Redland 'eaves ventilator' laid continuously.

Ridge ventilator to be redland 'dry vent'.

Slates to be Redland Richmond interlocking slates or similar approved with Redland Universal angle ridge tiles.

All flashings to be Code 4 lead valleys where necessary to be formed with Code 5 lead min. 500 mm wide. Abutments with brickwork to be formed with lead soakers Code 3 and stepped cavity tray in Code 5 lead.

Verges to be formed using Redland 'Ambi' dry interlocking verge units.

Where vent pipes pass through the slates a lead slate of suitable size is to be provided in Code 4 lead.

Flashings around boiler flue are to be formed in Code 5 lead.

Gutters. R W pipes & fittings to be "Terrain" square section pattern, colour black mounted on softwood fascia boards.

Continued/Page 5...

6. JOINERY

a. Windows

Frames to be high performance design manufactured from treated timber, properly weather stripped and double glazed as manufactured by Boulton & Paul Ltd. or similar approved.

b. External Doors

To be pair of Clear North American timber doors as Boulton & Paul DR19D29 or similar, hung in softwood frame complete with cill and weather stripping and double glazed.

Threshold to main entrance door to be level for disabled access.

c. Internal Doors

To be Sapele Showpiece flush doors with softwood linings. All doors to be 900 mm wide for disabled access. Disabled toilet to have outward opening door.

d. Fire Doors

The following doors are to be as above but half hour fire resisting and fitted with 25 mm thick door stops included intumescent strips. Doors between:-

Ground Floor

Hall/Community Room 1
Hall/Kitchen
Hall/Understair cupboard
Community Room 1/Chair Store
Community Room 1/Store
Community Room 1/Meeting Room

First Floor

Landing/Community Room 2
Landing/Office
Landing/Store
Cupboard/Community Rooms

NB: Doors where possible to have hold open stays subject to the approval of the Fire Officer.

- e. Mouldings Architraves - Softwood 19 x 50 mm chamfered.
- f. Staircase To be manufactured in Parana Pine with 66 x 66 mm Newel posts, 27 x 78 x 78 mm Newel caps, 63 x 44 mm handrail, 219 x 27 mm strings 242 x 21 mm treads, 25 x 25 mm ballusters (95 mm space between ballusters) and 189 x 9 mm plywood risers all as manufactured by John Carr. Mop stick handrail and brackets to be fitted to wall side of staircase.
- g. Shelving Shelving to be formed from 25 mm thick MDF boarding 350 mm wide with bull nosed edge detail. To be supported on 'Spur' shelving supports and brackets of suitable size for shelves. Supports and brackets to be white finished.
- h. Worktop Worktop to be provided in first floor store to be 600 mm wide with postformed laminated finish and to be supported on 50 x 50 mm finished SW frames sanded for painting.
- i. Serving Hatch To comprise pair inward opening doors capable of folding back flat against internal wall of kitchen.
- Doors to be of H/W lipped chipboard with plastic laminated facing and rebated meeting stiles.
- Doors to be hung on 2 pairs SAA hinges and set in a painted S/W lining with architraves to all 4 sides of opening on both sides of wall.
- j. Ironmongery Internal doors - hung on pair 100 mm s/steel bushed SAA butt hinges. Fitted with SAA lever handle latch sets.
- Fire doors - fitted with self closing unit.
- External doors - hung on 3 No. 100 mm s/steel bushed SAA butt hinges. Fitted with SAA lever handle rebated mortice lock set (five lever).
- One door fitted with SAA letter box.

6. FITTINGS

a. Kitchen

Provide 1 No. stainless steel one and a half bowl single drainer sink top, size 1200 x 600 mm complete with chromium plated pillar taps with lever arms, waste outlet, base unit and connect to hot and cold water service and drainage system.

Provide and fix wall cupboards as shown. Provide and fix laminated work tops as shown. Kitchen units to be Boulton & Paul 'Flowline' or similar.

b. First Floor Sink

Sink to be 900 x 470 mm pressed stainless steel sink with single right hand drainer by 'Franke' or similar. All necessary fixing clips bottle traps etc to be provided to make connection to plumbing installation. Taps as kitchen sink.

7. SANITARY FITTINGS

a. Childrens Lavatory

1 No. Twyfords school 12 washdown wc in vitreous china complete with 9 litre VCH low level cistern and black plastic open front seat.

1 No. Twyfords uniclass 455 vitreous china basin with Twyfords chrome plated spray mixer tap with lever arm.

b. Disabled Lavatory

1 No. Twyfords classic HL WC with 50321 WH/O support seat.

1 No. Twyfords Sola 380 basin with chrome plated mixer tap with lever arm.

Continued/Page 8...

- 4 No. Nylon coated aluminium grab rails 600 mm long 58432 PC/O.
- 1 No. Nylon coated aluminium backrest support 58442 PC/O.
- 1 No. Ditto hinged support rail with toilet roll holder 58441 PC/O.
- 1 No. Mirror 400 x 900 mm fixed 900 mm above floor or similar approved.

c. First Floor Lavatory

- 1 No. Twyfords medium risk washdown WC complete with cistern and CP cistern lever.
- 1 No. Twyfords medium risk washbasin.
- 1 No. Captive Lift-Up CP plug waste.
- 1 No. Chromium Plated spray mixer tap with lever arm.
- 1 No. CP bottle trap and waste.
- 1 No. SAA antitheft toilet roll holder 72205 Sl/O or similar approved.

d. First Floor Shower

- 1 No. Twyfords Calypso 760 microlite ceramic shower tray.
- 1 No. 1 1/2" chrome plated grid waste fitting.
- 1 No. Chrome plated exposed shower mixer with fixed Rose and lever arm.
- 1 No. Chrome plated shower curtain rail and curtain in plasticised fabric.

7. FINISHINGS Ceilings and walls to be prepared and painted in two coats emulsion matt finish colour white.

Joinery to be prepared and then knot, step and prime and apply two undercoats and one top coat - colour white.

(Doors to be self finished hardwood veneer).

Wall tiles - white glazed tiles 102 x 102 mm fixed with waterproof adhesive and grouted with white waterproof grout to splash back to basins in cloakrooms, shower rails in shower room, above worktop. 450 mm high in kitchen and as splash back behind 1st floor sink.

Vinyl sheet safety flooring to be Polyfloor studded vinyl or similar and approved. Colour to be selected.

Carpet to be 80/20 wool/nylon broadloom carpet. Colour to be selected.

8. ELECTRICAL INSTALLATION

Provide all necessary switch gear, meter board and mains supply.

Wire for the following points:-

Lighting 35 No. (Stairs 2 way sw'd)

Double power 20 No.

Single power 2 No. (Fridge & Boiler)

Cooker 1 No.

Extractor fans 3 No. (complete with all necessary ducting etc.)

All switch plates and power points to be white in colour and flush type and 1040 above F.F.L.

Provide the following appliances:-

1 No. Fridge unit
1 No. Cooker
1 No. Warm Air Dryer
in Disabled Toilet

Provide conduit for telephone cable to 3 No. points as shown on drawing.

All to be fixed in accordance with the IEE (15th Edition) Regs..

NB: 2 No. lighting points as shown above will be for external light with 200 mm diam. vandle resistant polycarbonate opal spheres.

9. PLUMBING INSTALLATION

- a. Standards The soil and waste systems are to be designed on the single stack or modified single stack system of drainage.

All works shall be in accordance with BS 5572 Code of Practice for Sanitary Pipework and shall comply with the local authority's bye-laws.

- b. Soil, Waste
and Vent
Stacks

All main stack pipes shall be installed in UPVC. Pipe and fittings to be BS 4514 jointed with solvent or push fit joints supported on galvanized brackets.

- c. Branch Waste
Pipes

Waste pipe branches shall be installed in PVC to BS 5255 jointed with solvent weld or push fit fittings supported by plastic screw on brackets.

- d. Overflows

Overflows from WC cisterns shall be installed in PVC with solvent welded joints.

- e. Toilet
Extract
Ducting

The extract ducting shall be installed in UPVC, as specified for soil pipework, fitted with a plastic non-return flap extract grille externally.

10. HW, CW & HEATING INSTALLATION

- a. Design The detail design of the Heating installation is to be undertaken by the Heating Sub-Contractor to the approval of the Architect.

- b. Boiler The boiler is to be a gas fired wall mounted Potterton 'Profile 80E' boiler, or similar and approved, with capacity suitable for the Heating sub-contractors system design.
- c. Radiators Radiators shall be by Thermal Panel Radiators or Hudevad (UK) and of suitable size for the system design.
- d. Pipework Pipework shall be in small bore copper with capillary or compression fittings and suitable drain cocks will be provided. The system will also have an anti corrosion additive - Furnox MB or similar and approved.
- e. Feed and Expansion A feed and expansion tank of suitable capacity is to be provided within the roof space.
- f. Indirect Cylinder The indirect cylinder shall be copper with a permanently bonded insulating jacket in polyurathene foam and shall have a capacity of 30 gallons. The cylinder shall be fitted with a thermostatically control immersion heater and a strap on cylinder thermostat. All main pipework to boiler shall be 28 mm.
- g. Controller The Central Heating and hot water system shall be controlled by a 7 day digital programmable controller such as a 'Danfoss ECT 5000 system' or similar.
- h. Pumps Separate pumps shall be provided for the heating circuit and the hot water circuit. Grundfos 15/60 or similar and approved.
- i. Motorised Valves A 3-way motorised valve shall be provided of sufficient capacity and type for the system design.
- j. Thermostats A single room thermostat shall be provided and shall have a night override facility such as the 'Danfoss ECT 5000' thermostat.
- k. Gas Supply The gas supply shall commence at the Gas Board's stop cock and shall be taken to a connection on the boiler.

1. Cold Water Storage Tanks

2 No. cold water storage tanks shall be provided each with 50 gal. nominal capacity. The tanks shall be linked with a suitability sized pipe. Ball valves, lids and suitable insulation shall be provided.

m. Boiler Installation

Boiler installation to be to the approval of the "Boiler Unit" at Camden Council for future servicing requirements.

n. HW Supply To be thermostatically controlled to prevent scalding.

11. EXTERNAL WORKS

a. Concrete Flags

Dressed precast flats to BS 368 natural colour with approved non-slip surface laid with straight butt joints on min. 25 mm sand bed.

b. Garden Wall

New garden wall to be constructed in matching facing bricks and of 215 mm construction and with matching pointing.

Gates

Entrance Gate constructed from 32 mm thick tanalised softwood, overall size 1500 x 900 mm to be provided. To be hung on 2 No. galvanised M.S. strap hinges screwed to softwood frames and provided with 1 No. hasp & staple.

c. Landscaping

Allow lump sum of £ 300.00 for landscaping to paved area.

12. DRAINAGE

a. Stormdrains

New storm drainage system fabricated in 'Timesaver' cast iron where passing under the building and Hepworth 'Hepsleeve' elsewhere. Connection to be made to existing storm sewer in Hillfield Road.

b. Foul Drains

New foul drainage system to be fabricated as in (a) above. Connection to be made to existing foul sewer in Hillfield Road.

c. Gullies

Floor gullies to be provided to ground floor cloakrooms for washing down facilities. Yard gully to be provided to landscaped paved area.

13. APPROVALS

The layout and specification will be subject to the approval of the Local Authority Building Control Officer, and Fire Officer.

14. INCOMING SERVICES

All incoming services will be served separately from the Hillfield Road frontage within the curtilage of the Local Community Centre site. [The remainder of the residential development will also be served separately from Hillfield Road within the curtilage of the residential site]

ANNEXURE 8

DATED

1989

FIRMLAND LIMITED

TO

THE LONDON BOROUGH OF CAMDEN

T R A N S F E R
of land on the North Side of
Hillfield Road, Hampstead, London NW6

CAMERON MARKBY HEWITT
Sceptre Court
40 Tower Hill
London EC3N 4BB

Tel: 01-702 2345
Fax: 01-702 2303
Telex: 925779

(MCG/Z2223/1/4734g)

H.M. LAND REGISTRY
LAND REGISTRATION ACTS 1925 TO 1986
TRANSFER OF PART

County/District : London Borough of Camden
Title Number : 437897
Property : Land on the north side
of Hillfield Road
Hampstead London NW6

Dated : 1989

1. IN consideration of one pound (£1.00) receipt whereof is hereby acknowledged WE FIRMLAND LIMITED whose registered office is situate at Maxwelton House 41-43 Boltro Road Haywards Heath West Sussex RH1 6LBJ (hereinafter called "the Transferor") as beneficial owner HEREBY TRANSFER to THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN of Camden Town Hall Euston Road London NW1 2RU ("the Transferee") the land ("the Property") (more particularly shown edged red on the plan annexed hereto (hereinafter called "the Plan")) lying on the north side of and abutting Hillfield Road Hampstead London NW6 (more particularly shown edged red on the plan annexed hereto (hereinafter called "the Plan")) and being part of the land comprised in the title above mentioned TOGETHER WITH the rights set out in the First Schedule hereto but EXCEPT AND RESERVED the easements and rights set out in

2.

the Second Schedule hereto and SUBJECT TO the covenants on the part of the Transferee set out in the Third Schedule hereto

2. THE Transferee to the intent and so as to bind so far as may be the Property into whosoever hands the same may come and so that this covenant shall be for the benefit and protection of the land ("the Retained Property") shown for identification purposes only edged blue on the Plan being the remainder of the land comprised in the title above mentioned and any and every part or parts thereof HEREBY COVENANTS with the Transferor that the Transferee and those deriving title under the Transferee the owners and occupiers for the time being of the Property and any and every part or parts thereof will at all times hereafter observe and perform the covenants restrictions stipulations and conditions set out in the Third Schedule hereto

3. IT IS HEREBY AGREED AND DECLARED THAT this Transfer shall not be deemed to include or operate to convey or transfer with the Property nor shall anything herein contained by implication or law or otherwise operate expressly or impliedly to confer upon or grant to the Transferee or its successors in title the owners and occupiers for the time being of the Property or any part or parts thereof any easement quasi-easement liberty

3.

privilege right or advantage whatsoever other than those expressly hereby granted

IN WITNESS whereof the Transferor and the Transferee have caused their respective Common Seals to be hereunto affixed the day and year first before written

THE FIRST SCHEDULE above referred to

The following easement right is hereby granted in fee simple onto the Transferee and its successors in title the owners and occupiers for the time being of the Property and every part or parts thereof:-

The full right and liberty at all reasonable times hereafter but (except in an emergency) after the giving of prior written notice with or without workmen and others and with all necessary plant and material to enter on to and (but only for so long as may be necessary) to remain upon such part or parts of the Retained Property as immediately abut the Property and are not built upon for the purpose of carrying out such works of maintenance or repair to the local community building erected or to be erected by the Transferor for the Transferee on the Property as cannot reasonably be carried out save by the exercise of this right and the person or persons

4.

exercising such right causing as little damage and inconvenience as possible and making good any damage thereby occasioned or caused

THE SECOND SCHEDULE above referred to

The following easements and rights are hereby excepted and reserved in fee simple unto the Transferor and its successors in title the owners and occupiers for the time being of the Retained Property and every part or parts thereof and all those authorised by them:-

(1) The full and uninterrupted access and enjoyment of light and air at all times hereafter over the Property to the buildings on the Retained Property for which planning permission has been granted by the Transferee (as local planning authority) pursuant to application reference 8804518R3 ("the Permitted Development") or any part or parts thereof and to all windows and apertures in the Permitted Development

(2) The right to carry out the Permitted Development on the Retained Property notwithstanding any interference with the access or enjoyment of light and air to or in respect of the Property is thereby diminished without any liability to pay compensation but otherwise so that any

other easement right or advantage belonging to the Property shall not thereby be diminished or adversely affected

(3) The full right and liberty at all reasonable times hereafter but (except in an emergency) after the giving of prior written notice with or without workmen and others and with all necessary plant and material to enter onto and (but only for so long as may be necessary) to remain upon such part or parts of the Property as immediately *cutt* *2* *cutt* *as are not built upon* about the Retained Property for the purposes of carrying out such works of maintenance or repair to the Permitted Development as cannot reasonably be carried out save by the exercise of this right and the person or persons exercising such rights causing as little damage and inconvenience as possible and making good all damage thereby occasioned or caused

(4) The full right of subjacent and lateral support and shelter and protection now or hereafter belonging to or enjoyed by (a) the Permitted Development or any part or parts thereof and (b) any other development on the Retained Property to the extent that it may enjoy or require a right of such support shelter and protection no greater than that hereby granted in respect of the Permitted Development

THE THIRD SCHEDULE above referred to

- (1) Not at any time hereinafter to stop obstruct or diminish or suffer or allow to be stopped obstructed or diminished such full and uninterrupted access and enjoyment of light and air at all times hereafter as hereinbefore is expressed to be excepted and reserved

- (2) Not at any time hereafter without first consulting and properly considering the comments and views of the Transferor or its successors in title to the Freehold of the Retained Property or any part or parts thereof registered under title number 437897 and any residents association formed from time to time to represent the owners and occupiers for the time being of any residential properties forming part of the Permitted Development and only in the absence of any such association the said owners and occupiers themselves to use or permit or suffer or allow any building or buildings or other erection or erections erected or which may hereafter be erected or stand on the Property or any part or parts thereof to be used for any purpose other than as a community building for the use and enjoyment of either a local community group or of members of the local community in general

- (3) Not at any time hereafter to do or permit or knowingly suffer to allow to be done any act deed or thing

in or about the Property or any part or parts thereof which shall or may reasonably be expected to become a nuisance or annoyance or seriously adversely affect the peaceful enjoyment of the Retained Property by the owners and occupiers for the time being thereof and to use reasonable endeavours to prevent or abate any such nuisance or annoyance

(4) Not to permit and to use reasonable endeavours not knowingly to suffer or allow any vehicles delivering goods or materials or people to or unloading goods or materials or people from the Property or any part or parts thereof to stand on or park on any part or parts of the Retained Property unless and until any adoption thereof by the local highway authority

(5) Not to park or leave or permit and to use reasonable endeavours not knowingly to suffer or allow to be parked or left any motor car van lorry or other vehicle pedal or motorbike or scooter in or on any part or parts of the Retained Property unless and until any adoption thereof by the local highway authority

(6) At all times hereafter so far as reasonably practicable to keep all and every part or parts of the Property not covered with buildings or structures in a neat and tidy condition and free from any rubbish or

litter and to keep any flower beds in the Property properly weeded and planted with flowers and any shrubs and trees properly pruned and tended and any grassed areas therein properly mown and free from weeds

(7) At all times hereafter (with the object of affording to the Transferor a full indemnity in respect of any breach of any of the covenants restrictions stipulations conditions and any other matters contained or referred to in (a) entry numbered 1 of the Charges Register of title number 437897 and (b) an agreement dated 29th September 1963 and made between the Governors of Westfield College London (1) the Receiver for the Metropolitan Police District incorporated by the Metropolitan Police (Receiver) Acts 1861 (2) referred to in entry numbered 2 of the Charges Register of the said title number but not further or otherwise to perform and observe the said covenants restrictions stipulations conditions and other matters so far as the same effect the Property and are still subsisting and capable of being enforced and will indemnify and keep indemnified the Transferor from and against all losses actions proceedings claims demands expenses and liability whatsoever in respect thereof or in any way relating thereto

THE COMMON SEAL of)
FIRMLAND LIMITED was)
hereunto affixed in)
the presence of:-)

Director

Secretary

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

Chief Executive