

DATED

8th August

1989

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN

- and -

SUMMERBRIDGE PROPERTIES LTD

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AGREEMENT PURSUANT TO SECTION 52  
OF THE TOWN AND COUNTRY PLANNING ACT  
AND ASSOCIATED LEGISLATION  
FOR DEVELOPMENT AT  
EVERSHOLT HOUSE EVERSHOLT STREET LONDON NW1

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BERWIN LEIGHTON  
Adelaide House  
London Bridge  
London EC4R 9HA

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OF THE TOWN AND COUNTRY PLANNING ACT  
AND ASSOCIATED LEGISLATION

FOR DEVELOPMENT AT  
EVERSHOLT HOUSE EVERSHOLT STREET LONDON NW1

DATE: 8th August 1989

PARTIES: (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN of  
Town Hall Euston Road London NW1 2RU ("the Council")

(2) SUMMERBRIDGE PROPERTIES LTD whose registered office is  
situate at Albany House, Petty France, London, SW1H 9EE ("the  
Developer")

RECITALS

(1) The Council is the local planning authority for the London Borough of Camden in which the Building (as hereinafter defined) is situated for the purposes of the Town and Country Planning Act 1971 (hereinafter called "the Act") and are the owners of the Green Land, the Car Park and the Estate Access (as hereinafter defined) shown upon plan number LUM/GEN/043/REV ~~A~~ <sup>DP</sup> and the Temporary Car Park as shown upon plan number LUM/WD/025A being part of the Ampthill Square Estate.

(2) The Developer is the owner of Eversholt House, Eversholt Street, London (shown edged red on the attached plan number LUM/GEN/043/REV ~~B~~ <sup>DP</sup>) and has applied to be registered at H. M. Land Registry with Title Absolute under Title Number NGL611427 as the freehold proprietor.

(3) The Developer applied for planning permission on 28th April 1988 (reference no. PL/8802288/R6) for the redevelopment of the rear section of the said Eversholt House by the erection of a building comprising basement, ground, first and second floors, together

with mezzanines at first and second floor levels and the erection of an additional mansarded floor all to be used in connection with the retained parts of the Building for B1 purposes together with a basement car park reached via a ramp to the rear with access via Barnby Street, as shown on drawings set out in the First Schedule hereto.

- (4) The Council wishes to secure that in the interests of proper planning the development of Eversholt House should be restricted and regulated in accordance with this Agreement.
- (5) For that purpose the Developer is willing to enter into this Agreement pursuant to the provisions of Section 52 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.
- (6) The Council has resolved to approve and grant consent to the aforesaid application for the Development subject to the completion of this Agreement and subject to the conditions mentioned in the planning permission of even date herewith and of reference PL8802288/R6.

NOW THIS DEED WITNESSETH as follows:-

- 1. This Agreement is made in pursuance of Section 52 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 Developer herein to the extent that such are legally applicable and save as may be varied terms of this Agreement.

Agreement the following terms shall have the following

"the Building"

means Eversholt House as described in Recital (2)

"the Car Park"

means the car park area within the Estate shown edged pink on Plan Number 1;

"the Commencement Date"

means the date upon which this Agreement shall become unconditional in accordance with the provisions of Clause 3;

"the Council"

means the Mayor and Burgesses of the London Borough of Camden;

"the Developer"

means Summerbridge Properties Limited;

"the Development"

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

"the Estate"

means the Ampthill Square Estate as more particularly described in Recital (1);

"the Estate Access"

means the area within the Estate as is shown hatched yellow on Plan Number 1;

"the Green Land"

means that part of the Estate shown hatched green on Plan Number 1;

"Plan Number 1"

means the drawing no. LUM/GEN/043/REV <sup>D</sup>~~X~~ to show the area of the Estate the Car Park the Building the Green Land and the Estate Access;

"Plan Number 2"

means the drawing no. LUM/WD/025A to show the area of the temporary car park;

"Plan Number 3"

means the drawing no. LUM/WD/<sup>04E</sup>~~D42~~/REVC to show the 600mm wide land drain zone and the rear entrances to the Building;

"the Planning Permission"

means the planning permission of even date herewith granted by the Council in respect of the Development;

"the Programme"

means the programme for the Works as set out in Schedule 2

"the Relevant Access"

means all access across the Car Park for emergency and disabled purposes and the permanent siting of a land drain and foundations as may be required under Clause 5.4 of this Agreement;

"the Relevant Sum"

means the sum of £225,000.00 (two hundred and twenty five thousand pounds)

"the Temporary Car Park"

means that part of the Estate shown hatched purple on Plan Number 2;

"the Works"

means those works authorised by the Planning Permission and required in order to complete the Development but which cannot take place on the site of the Building or on any other land in the ownership and control of the Developer together with the works of landscaping and laying out of the Car Park referred to in Clause 4.1 of this Agreement and other works incidental thereto and including the provision of the Temporary Car Park and the construction of an electricity sub-station at the Developer's expense.

3. This Agreement is conditional upon and shall not take effect unless or until either:-

3.1 work on the Development is commenced by the Developer pursuant to the Planning Permission PROVIDED THAT for the avoidance of doubt work on the Development shall not be deemed to have been commenced by reason only that works for site clearance and excavation of foundations shall have been carried out or commenced or;

3.2 the service on the Council by the Developer of a Notice in writing that it intends to carry out the Development pursuant to the Planning Permission;

whichever is the earlier.

4. Subject to Clause 3 above the Developer hereby covenants as follows:

4.1 to landscape and lay out the Car Park at its own expense in accordance with the details shown on Plan Number 1 and (subject to the provisions of clause 4.5 hereof) in accordance with the Programme and in any event to complete such works by 31 January 1991 PROVIDED THAT reasonable amended timing for each phase of the Programme may be agreed



by the Council upon application by the Developer to the Council such agreement not to be unreasonably withheld or delayed;

4.2 within 14 days of the Commencement Date to make a payment of £5000 to the Council in respect of the treatment of the Estate Access in accordance with the terms and conditions set out in Part II of Schedule 3 hereto;

4.3 within 14 days of the Commencement Date to make a payment of £2000 to the Council for the development of shed stores upon the Estate consequent upon the demolition of the existing shed stores such payment or any remaining part thereof to be returned by the Council to the Developer within twenty four months of the Commencement Date unless expended;

4.4 within 14 days of the Commencement Date to pay the Relevant Sum to the Council for expenditure in accordance with Clause 5.3 below and the terms and conditions set out in Part I of Schedule 3 hereto;

4.5 to use its best endeavours to comply with the Programme insofar as it relates to the Car Park and the Temporary Car Park and in any event to complete such Programme by 31 January 1991 PROVIDED THAT reasonable amended timing for each phase of the Programme insofar as it relates to the Car Park and the Temporary Car Park may be agreed by the Council such agreement not to be unreasonably withheld or delayed.

5. The Council hereby covenants with the Developer as follows:

5.1 upon the service of a notice to the Council by the Developer such notice to be served within one year of the date hereof to transfer the Green Land to the Developer for the sum of £40,000.00 (forty thousand pounds) in accordance with the terms and conditions set

out in Part I of Schedule 4 hereto;

- 5.2 to expend the sum referred to in clause 4.2 hereto only for those purposes set out in Part II of Schedule 3 hereto and for no other purpose whatsoever and to have completed works to the Estate Access by 31 January 1991 or such other date as may be agreed by the Developer upon application by the Council such agreement not to be unreasonably withheld or delayed;
- 5.3 to expend the Relevant Sum upon improvements and works to the Estate only as set out in Part I of Schedule 3 hereto and for no other purpose whatsoever;
- 5.4 upon service of a notice to the Council by the Developer such notice to be served within one year of the date hereof forthwith to grant an option for the sum of £1 (one pound) to the Developer for the acquisition by the Developer of all rights required to achieve the Relevant Access in accordance with the terms and conditions set out in Part II of Schedule 4 hereto.
6. The Council hereby gives to the Developer licence to enter into and upon and remain upon with or without workmen plant or machinery the Car Park the Temporary Car Park and the Green Land upon the terms and conditions of the licence executed contemporaneously herewith for the purpose of executing the Works until such time as the Works shall be completed.
- 7.1 IT IS HEREBY AGREED AND DECLARED
- 7.1.1 That this Agreement is without prejudice to and shall not be construed as derogating from any of the powers and duties of the Council pursuant to any of its statutory functions;



- 7.1.2 that the expressions "the Developer" and "the Council" shall where the context so admits include their respective successors in title and assigns;
- 7.1.3 that 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) London Borough of Camden Town Hall Euston Road London NW1 2RU and any notice to the Developer to be addressed to Albany House Petty France London SW1H 9EE or such other address as may be notified to the Council from time to time;
- 7.1.4 nothing in this Agreement shall imply any obligation on the part of the Council to the Developer or to any person to ensure that the Development and Works mentioned herein are properly constructed;
- 7.1.5 this Agreement shall be registered as a Local Land Charge;
- 7.1.6 that the Developer shall indemnify and keep indemnified the Council against all claims which may arise out of or in consequence of the provisions of this Agreement save in respect of any matter arising out of the negligence of the Council its servants or agents PROVIDED ALWAYS that the Council shall:-
- 7.1.6.1 notify the Developer of any such claim;
- 7.1.6.2 not accept any such claim without the prior approval of the Developer as to the validity and quantum of such claim;
- 7.1.6.3 not settle any such claim without the prior approval of the Developer as to the terms and quantum of any such proposed settlement;

- 7.1.6.4 if reasonably required by the Developer instruct such reputable firm of solicitors to conduct the defence or negotiation of any settlement in respect of any claim as the Developer may reasonably nominate.
- 7.1.7 the Developer shall pay to the Council its reasonable legal costs incurred in preparing this Agreement and the licence executed contemporaneously herewith such costs not to exceed £7,500.00;
- 7.1.8 the covenants made by Summerbridge Properties Limited shall not bind Summerbridge Properties Limited at such time as Summerbridge Properties Limited shall cease to have any legal or equitable interest in the Building save always for any antecedent breach;
- 7.1.9 that the performance of the obligations and the exercise of the rights granted to the Developer under the terms of this Agreement may be delegated to a contractor or sub-contractor.

#### Schedule 1

##### Drawings for the Planning Permission

LUM/GEN/012	LUM/N/001F	LUM/C/001E
LUM/GEN/010D	LUM/N/002F	LUM/C/002G
LUM/GEN/021B	LUM/N/003F	LUM/C/003F
	LUM/N/004C	LUM/C/004F
	LUM/N/005A	LUM/C/005E
		LUM/C/006E
LUM/S/001P		LUM/C/007D
LUM/S/002G		LUM/C/008B
LUM/S/003F		
LUM/S/004E		
LUM/S/005E		
LUM/S/006F		
LUM/S/007E		
LUM/S/008B		

## Schedule 2

### Programme for Carrying Out of the Works

July 1989:

Prepare temporary car park at West Side of Council Estate to supplement loss of parking facilities in rear car park as shown in the Site Location Plan on all the aforementioned drawings. This car park is to be available throughout the duration of the project.

Phase 1 rear car park occupation for piling to rear retaining wall - South and Centre Blocks. Erection of 2.4m high hoarding with gated site access direct from Barnby Street. Residents access as existing from northern access road. 10/12 No. parking bays maintained, pedestrian access to garages only. Duration - approximately 8 weeks.

July-August 1989:

Phase 2 rear car park occupation for piling works to rear retaining wall - North Block. Erection of 2.4m high hoarding with gated site access from northern access road. Residents vehicular access from Barnby Street. 14/16 No. parking bays maintained - vehicular access to garages. Duration - approximately 5 weeks.

August-September 1989:

Phase 3 rear car park occupation for bored piling works to the rear of the buildings South and Centre Blocks. Erection of 2.4m high hoarding with gated site access from Barnby Street. Residents access as existing as from northern access road. 10 only No. parking bays maintained. Vehicular

access to garages. Duration - approximately 8 weeks.

October-November 1989:

Phase 4 - rear car park occupation for bored piling works to rear of building - North Block. Erection of 2.4m high hoarding with gated site access from northern access road. Residents vehicular access to garages. Duration - approximately 5 weeks.

Phase 5 - hoarding as on Phase 5 will remain in place until Phase 6.

September 1990:

Phase 6 - resurfacing and landscaping of rear car park area. All builders scaffold and hoardings removed and resurfacing works carried out in sections to allow access to majority of parking spaces at any one time. Reinstatement of temporary car park commences.

### Schedule 3

#### Part I

#### Improvements and Works to the Estate

These may include

1. Resurfacing of areas of footpaths.
2. Introduction of landscaped areas to existing grassed areas.
3. Additional lighting to estate footpaths.
4. Introduction of seating on estate.
5. Introduction of children's play equipment to existing play area.
6. Replacement of existing barriers to playground area

or such other works of improvement repair and enhancement to the Estate as may be selected by the Council in its discretion.

Schedule 3

Part II

Works to the Estate Access

Resurface in Tarmac the access road coloured yellow with the exception of the footpath on the north side of the roadway which is to be paved with concrete paving slabs and kerb. The positioning, supply and erection of a lockable barrier as provisionally located on the plan (LUM/GEN/043/REV <sup>D</sup> ~~X~~).

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Schedule 4

Part I

Terms and Conditions of Option for Green Land

1. Price: £40,000
2. Completion Date: 20 working days after the exercise of the Option
3. Deduction of Title: Registered land/unregistered land to commence with a good root of title not less than 15 years old or to be in accordance with section 110 Land Registration Act 1925
4. Conditions of Sale: National Conditions of Sale (2nd Edition)
5. Restrictions on use of land by Camden before completion: for any purpose inconsistent with the Developer's proposed development

Part II

Terms and Conditions of Option for Relevant Access Rights

Full right and liberty for the Developer and its successors in title the owners and occupiers for the time being of the Building or any part thereof and all persons authorised by it or them



1. To enter upon that part of the Estate shown hatched orange ("the Orange land") on Plan Number 3 for the purpose of constructing or laying a land drain now or within 80 years from the date hereof to be constructed on or under that part of the Estate shown marked "600mm wide land drain zone" on Plan Number 3 for the accommodation of the Building or any part thereof (the person exercising such right making good all damage thereby caused and restoring the surface of the Estate) TOGETHER WITH the right to enter on that part of the Estate as aforesaid for the purpose of repairing cleansing maintaining or renewing:-

(a) the said land drain and

(b) any external walls or the roof of the Building or any other part of the Building within 6 feet of the boundaries of the Estate subject to the giving of not less than 28 days' written notice save in case of emergency to the Council and to the making good of all damage as before and the person exercising such right indemnifying the Council against all losses claims or damage whether arising from disturbance to tenants' car parking provision on the Estate or otherwise and maintaining tenants' access to the Estate at all times

2. To pass and repass over that part of the Estate shown coloured green on Plan Number 3 in order to obtain emergency fire escape and disabled access to or egress from the Building by way of the 6 entrances marked A B C D E and F on Plan Number 3 PROVIDED THAT in the event of the Council requiring temporary possession of the land shown coloured green as aforesaid for the purpose of carrying out any works of repair maintenance reconstruction or the provision of services to the Estate the Council may by notice to the Developer substitute the said access by an alternative access or accesses which as far as reasonably practicable shall be no less commodious to the Developer than the access hereby granted

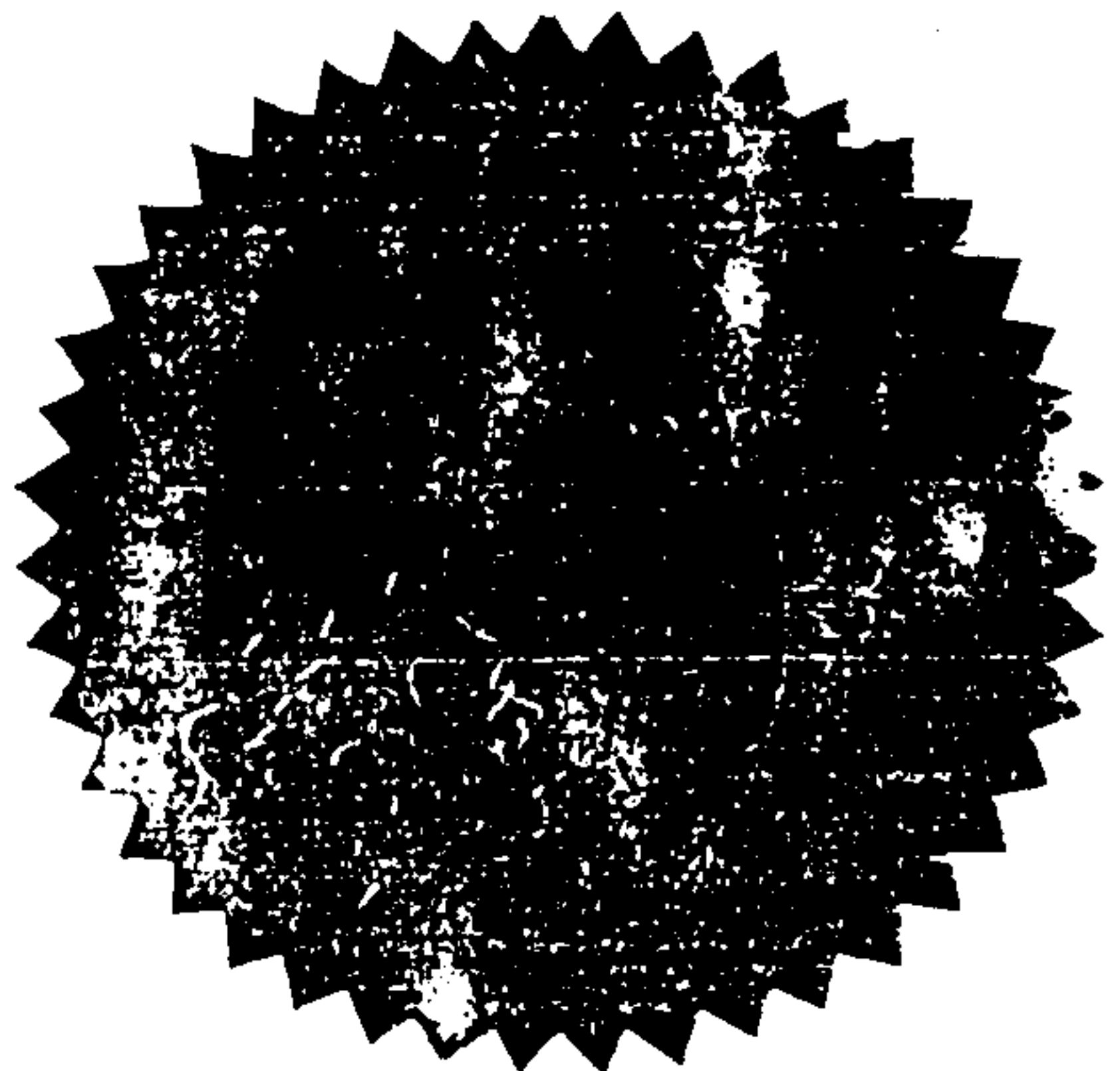


3. To enter upon the Orange Land on Plan Number 3 with or without workmen and others and with or without plant and equipment for the purposes of laying and thereafter repairing maintaining and renewing (subject to the giving of not less than 56 days' notice in writing to the Council save in case of emergency) foundations and pile caps along the line of Sheet Pile indicated on Plan Number 3 the person exercising such right making good all damage thereby caused and restoring the surface of the Estate and indemnifying the Council against all losses claims or damage whether arising from disturbance to tenants' car parking provisions on the Estate or otherwise and maintaining tenants' access to the Estate at all times
4. To construct and thereafter maintain and use any eaves or gutters and fittings or other parts of the Building now or within 80 years from the date hereof constructed on the Building which overhangs or projects over or onto the Estate
5. To enter upon any part of the Estate for the purpose of maintaining and renewing the landscaped areas indicated on Plan Number 3 subject to the giving of 5 days' notice in writing to the Council

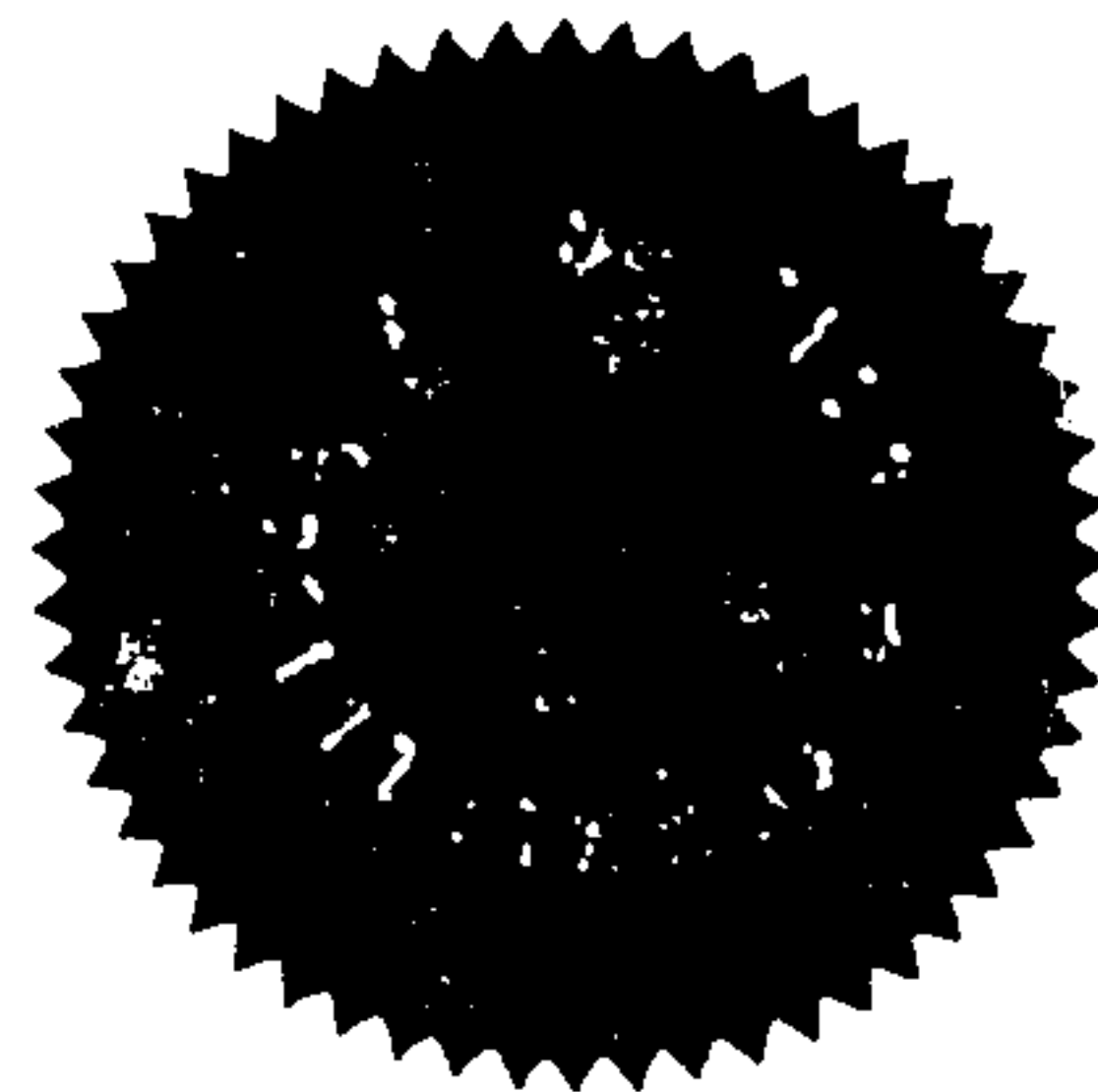
IN WITNESS whereof the Parties have hereunto affixed their seals the day and year first before written:-

The Common Seal of the MAYOR AND  
BURGESSES OF THE LONDON BOROUGH OF  
CAMDEN was hereunto affixed in the  
presence of:

  
Chief Executive



The Common Seal of SUMMERBRIDGE  
PROPERTIES LIMITED was hereunto  
affixed in the presence of:-



Director

Assistant  
Secretary