

THIS AGREEMENT is made the **FOURTH**
day of **JULY** One thousand nine hundred and
eighty-three BETWEEN TREVIAN PROPERTIES
LIMITED of 9 St. Clare Street Minorities London
EC3 (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 (hereinafter called "the Council") of the
other part

WHEREAS

(1) The Owner is registered at H.M. Land Registry
with Title Absolute under Title Number NGL
as the freehold proprietor of the land (hereinafter
called "the Land") known as 8-13 Swiss Terrace
London NW6

(2) The Council is the local planning authority
for the London Borough of Camden in which the land
is situated for the purposes of the Town and
Country Planning Act 1971 (hereinafter called
"the Act")

(3) Application was made on the twenty-fifth day
of October One thousand nine hundred and eighty-two
for planning permission for development of the Land
by the erection of a seven-storey office building
and a nine-storey residential building

(4) The Council is prepared to grant consent for
the said application subject to the conditions set
out in the Schedule hereto and subject to the
conditions restrictions provisions and other
matters herein contained

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

2. THE Council hereby approves and grants consent to the aforesaid application for development of the Land for the purposes of the Act subject to the conditions and other matters contained herein

3. THE Owner hereby covenants with the Council that it will not make any claim for compensation in respect of any condition restriction provision or other matter mentioned in this Agreement and/or the Schedule hereto

4. THE Owner hereby covenants with the Council that it will observe and perform the conditions restrictions provisions and other matters mentioned in the schedule hereto

5. THE Owner hereby covenants with the Council that it will within ten days from the date hereof lodge its Land or Charge Certificate to the Site with H.M. Land Registry and will apply to the Chief Land Registrar to register this Agreement in the Charges Register thereof and shall forthwith after such lodgement inform the Council of the deposit number 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

6. THE Owner hereby covenants with the Council that it will upon the completion of the matters mentioned in the Schedule hereto dedicate a right of way as

a highway to the use of the public for pedestrian use over the land edged in red on the plan annexed hereto

7. 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

8. THE expressions "the Owner" and "the Council" shall include their respective successors in Title and Assigns

9. 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/D1400) London Borough of Camden Town Hall Euston Road London NW1 and any notice to the Owner to be addressed to it at its registered office

10. 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

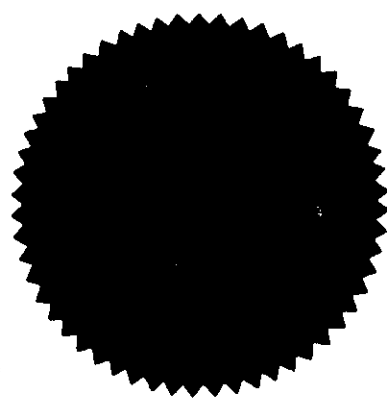
11. FOLLOWING completion of the matters mentioned in the Schedule hereto the Council will take over and henceforth maintain for pedestrian use the land therein mentioned

12. THE Owner shall give all reasonable access to the Council to permit men machines and vehicles to maintain the land edged in red on the plan annexed hereto for pedestrian use

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

SCHEDULE

1. On or before the expiration of one year from the date of first occupation of the development treat the land edged in red on the plan annexed hereto with a fresh surface to the satisfaction of the Council
2. The said resurfacing shall be carried out in materials and to a design previously submitted to the Council and approved in writing by the Council



(THE COMMON SEAL of
(TREVIAN PROPERTIES
(LIMITED was hereunto
(affixed in the presence
(of:

Director

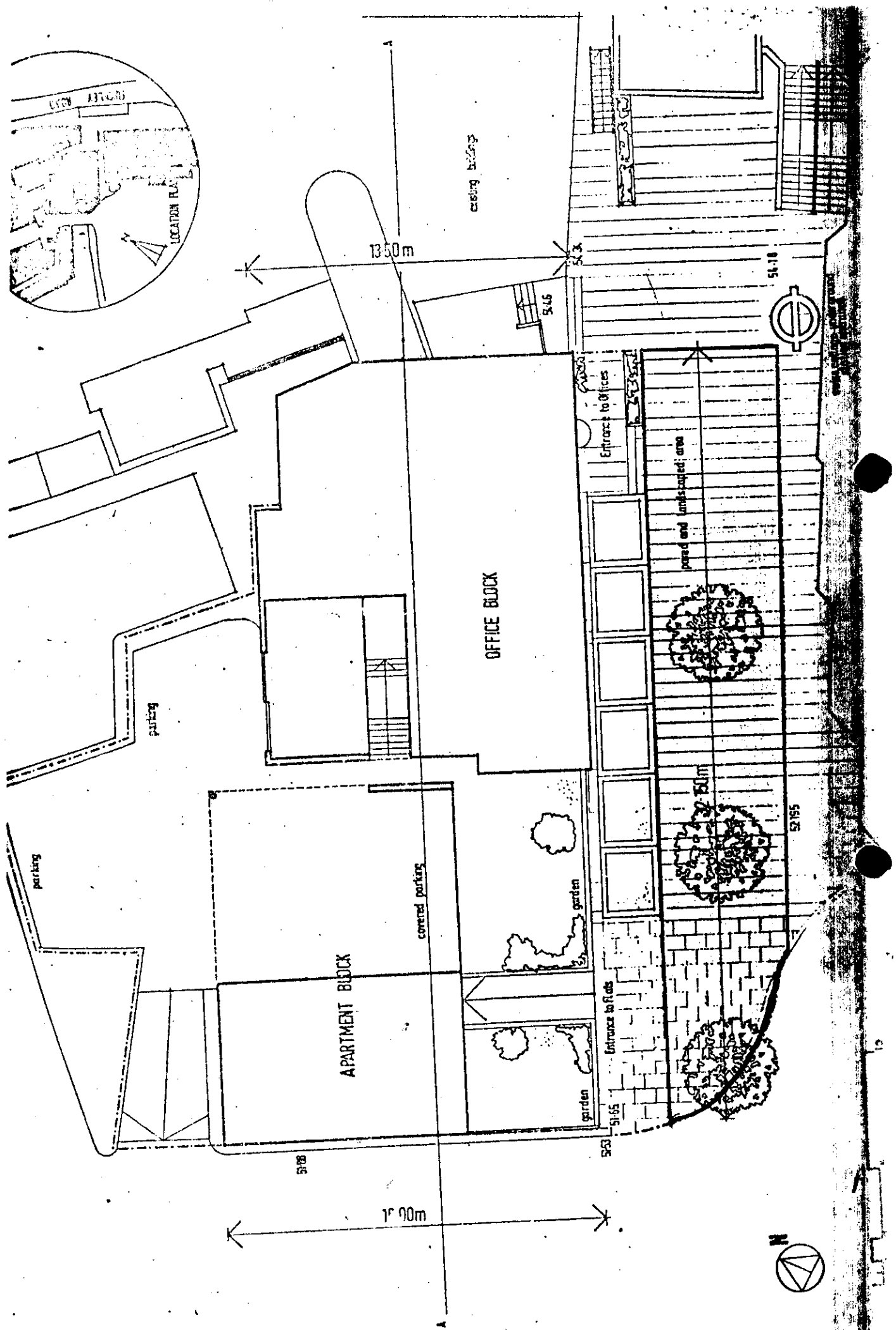
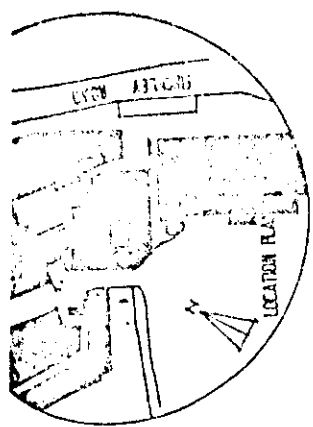
W. A. Linn

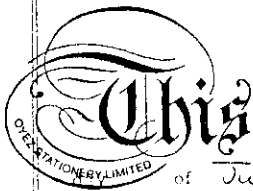
Secretary

(THE COMMON SEAL of THE
(MAYOR AND BURGESSES OF
(THE LONDON BOROUGH OF
(CAMDEN was hereunto
(affixed by Order:

Mayor

Chief Executive





A G R E E M E N T is made on the 24th

of July

One thousand nine hundred and eighty-five

BETWEEN TREVIAN PROPERTIES LIMITED of 22/26 Paul Street

London EC2 (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

W H E R E A S

(1) The Owner is registered at H M Land Registry with Title Absolute under Title Number NGL 462946 as the freehold owner of the land (hereinafter called "the Land") known as 8-13 Swiss Terrace London NW6

(2) The Council is the local planning authority for the London Borough of Camden in which the land is situated for the purposes of the Town and Country Planning Act 1971 (hereinafter called "the Act")

(3) Application was made on the tenth day of January One thousand nine hundred and eighty-five for planning permission for development of the Land by the erection of a seven-storey office building and a nine-storey residential building

(4) The Council is prepared to grant consent for the said application subject to the conditions set out in the Schedule hereto and subject to the conditions restrictions provisions and other matters herein contained

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

2. THE Council hereby approves and grants consent to the aforesaid application for development of the Land for the purposes of the Act subject to the conditions and other matters contained herein

3. THE Owner hereby covenants with the Council that it will not make any claim for compensation in respect of any condition restriction provision or other matter mentioned in this Agreement and/or the Schedule hereto

4. THE Owner hereby covenants with the Council that it will observe and perform the conditions restrictions provisions and other matters mentioned in the Schedule hereto

5. THE Owner hereby covenants with the Council that it will within ten days from the date hereof lodge its Land or Charge Certificate to the Site with H M Land Registry and will apply to the Chief Land Registrar to register this Agreement in the Charges Register thereof and shall forthwith after such lodgement inform the Council of the deposit number 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 Agree-ment in the Charges Register of the title to the Land

6. THE Owner hereby covenants with the Council that it will upon completion of the matters mentioned in the Schedule hereto dedicate a right of way as a highway to the use of the public for pedestrian use over the land edged and coloured in red on the plan annexed hereto

7. 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

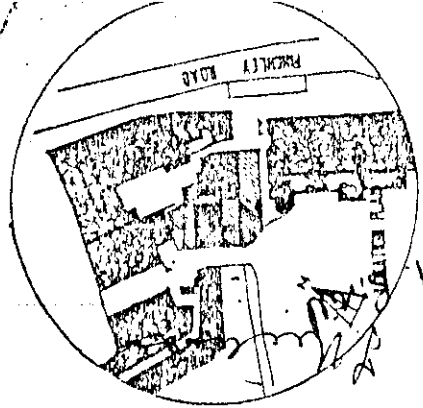
8. THE expression "the Owner" and "the Council" shall include their respective successors in Title and Assigns

9. THE provisions of Section 196 of the Law of Property Act 1952 (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 addressed to Chief Executive (Reference LEGAL/D.1400/SA.3591) London Borough of Camden Town Hall Euston Road London NW1 2RU and any notice to the Owner to be addressed to it at its registered office

10. 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

11. FOLLOWING completion of the matters mentioned in the Schedule hereto the Council will take over and henceforth maintain for pedestrian use the land therein mentioned

12. THE Owner shall give all reasonable access to the Council to permit men machines and vehicles to maintain the land edged in red on the plan annexed hereto for pedestrian use



CLIA

13.50m

existing building

OFFICE BLOCK

APARTMENT BLOCK

covered parking

existing building

existing building

garden

garden

16.00m

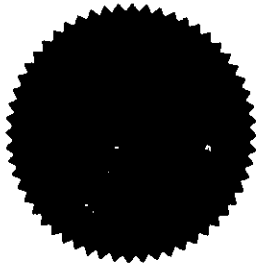


I N W I T N E S S whereof the Owner and the Council have caused their respective Common Seals to be hereunto affixed the day and year first before written

SCHEDULE

1. On or before the expiration of the one year from the date of first occupation of the development treat the land edged in red on the plan annexed hereto with a fresh surface to the satisfaction of the Council
2. The said resurfacing shall be carried out in materials and to a design previously submitted to the Council and approved in writing by the Council

THE COMMON SEAL OF TREVIAN
PROPERTIES LIMITED was
hereunto affixed in the
presence of:

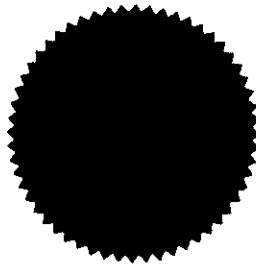


Director

Adrian Smith

Secretary

THE COMMON SEAL of THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF CAMDEN was
hereunto affixed by Order:



Mayor

J. Wilson
Chief Executive

Cllr A. Bird
Member

DATED 24th July 1985

TOWN AND COUNTRY PLANNING ACT 1971
GREATER LONDON COUNCIL (GENERAL
POWERS) ACT 1974
LOCAL GOVERNMENT (MISCELLANEOUS
PROVISIONS) ACT 1982

TREVIAN PROPERTIES LIMITED

and

THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

A G R E E M E N T

To regulate the development of land
and premises at 8-13 Swiss Terrace,
London NW6, and part of Belsize
Terrace, London NW6

Legal Division
Chief Executive's Department
London Borough of Camden
Town Hall
Euston Road
LONDON
NW1 2RU