

Dated 23rd June 1995



LONDON BOROUGH OF HARROW (1)

THE KEEPERS AND GOVERNORS OF THE
POSSESSIONS REVENUES AND GOODS OF THE
FREE GRAMMAR SCHOOL OF JOHN LYON (2)

-and-

NATIONAL WESTMINSTER BANK PLC (3)

DEED OF AGREEMENT

Relating to land at The John Lyon School
Middle Road Harrow on the Hill
in the London Borough of Harrow

LB Harrow Legal Services

PO Box 2
Civic Centre
Harrow
Middlesex
HA1 2UH

DX 30450 HARROW 3

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Ref: LP/EM/11437

THIS DEED OF AGREEMENT is made the _____ day of _____ 1995
 thousand nine hundred and ninety five BETWEEN (1) THE MAYOR AND
 BURGESSES OF THE LONDON BOROUGH OF HARROW of PO Box 2 Civic Centre
 Station Road Harrow Middlesex HA1 2UH ("the Council") (2) THE
 KEEPERS AND GOVERNORS OF THE POSSESSIONS REVENUES AND GOODS OF THE
 FREE GRAMMAR SCHOOL OF JOHN LYON of Middle Road Harrow on the Hill
 Middlesex ("the Developer") and (3) NATIONAL WESTMINSTER BANK PLC of
 315 Station Road Harrow HA1 2AD ("the Mortgagee")

INTERPRETATION

(1) In this Agreement the following words and expressions shall
 unless the context otherwise requires have the following meanings:-

WORDS AND EXPRESSIONS

MEANINGS

"the Planning Application"	the application for planning permission statutorily acknowledged by the Council on the Seventeenth day of November 1994 under the Council's reference WEST/695/696/94/FUL (as amended prior to the completion hereof)
"the Development"	the development referred to in the Planning Application and described in the First Schedule
"the Application Plans"	the plans and drawings forming part of the Planning Application bearing the following reference:- WEST/695/696/94/FUL
"the Site Plan"	the plan marked JLI
"the Plan"	the Drawing No. 977/20 annexed hereto
"the Land"	the land at The John Lyon School Middle Road Harrow on the Hill shown for identification purposes edged red on the Site Plan

"the Model Planning Notice"	the form of notice of grant of planning permission annexed hereto
"the Planning Permission"	the planning permission to be granted pursuant to the Planning Application in the precise form of the Model Planning Notice
"the Operative Acts"	Section 106 of the Town and Country Planning Act 1990 and Section 111 of the Local Government Act 1972
"the 1990 Act"	the Town and Country Planning Act 1990 as amended
"the School"	the John Lyon School
"Permitted Recreational Uses"	the use of the sports hall and swimming pool premises for purposes connected with the provision of physical education of pupils of the school or for sporting recreation for parents and immediate families of pupils attending the school members of staff and their families and sports teams of the Old Lyonian Association and such other categories of people as shall be approved in writing by the Council (such approval not to be unreasonably withheld taking account of all material planning considerations prevailing at the time)

(2) Words in this Agreement importing the singular meaning shall where the context so admits include the plural meaning and vice-versa

(3) Words in this Agreement of the masculine gender shall include the feminine and neuter genders and vice versa and words denoting natural persons shall include corporations and vice versa

(4) References in this Agreement to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force

(5) Covenants made hereunder

(i) if made by more than one person are made jointly and severally and

(ii) are to the intent that the same shall bind whomsoever shall become a successor or successors in title to the Land and

(iii) are to the intent that the same shall operate as a charge on the Land and shall be registered in the Register of Local Land Charges

(iv) are to the intent that each of the same shall be a planning obligation for the purposes of S.106 of the 1990 Act

RECITALS

(1) The Council is the Local Planning Authority for the purposes of this Agreement

(2) The Developers Clerk Andrew John Francis Stebbings has made Statutory Declarations on behalf of the Developer dated 12th day of January 1989 and 3th March 1995 that the Developer has been in undisputed possession and enjoyment of the part of the Land situate at Middle Road (shown for identification purposes only edged green and blue on the Site Plan) for over one hundred years and by a Legal Charge dated 25 July 1989 registered by way of a caution at HM Land Registry under Title Number NGL643067 charged the Green Land to the Mortgagee

(3) The Developer is registered at HM Land Registry with freehold Title Absolute under Title Nos. MX451197 and MX443085 in respect of the Part of the Land at 62-64 Crown Street (shown on the Plan as "Oldfield House")

- (4) The Developer is registered at HM Land Registry with freehold Title Absolute under Title No. MX70845 in respect of the Part of the Land at The Red House
- (5) The Developer proposes to extend the educational facilities upon the Land to provide sports hall swimming pool library and ancillary facilities
- (6) In contemplation of being granted planning permission the Developer has agreed to restrict future development outside the defined building envelope and to enhance the landscaping on land immediately adjoining the Land
- (7) The Council decided at a meeting of its Development Control Committee on the Twelfth day of January One thousand nine hundred and ninety five to grant planning permission for the Development in the form of the Model Planning Notice subject to the completion of an agreement under the Operative Acts for the purpose of making acceptable arrangements in conjunction with the carrying out of the Development pursuant to the Planning Permission.
- (8) The parties hereto have accordingly agreed to enter into this Agreement pursuant to the provisions of the Operative Acts upon the terms and conditions hereinafter appearing with the intent that it should be binding not only upon the said parties but also upon their successors in title and any persons claiming through under or in trust for them

NOW THIS DEED WITNESSETH as follows:-

1. This Agreement is completed pursuant to the Operative Acts and the covenants by the Developer hereinafter contained shall be ones to which the provisions of Section 106 of the 1990 Act shall apply and shall be binding and enforceable against the Developer and his successors in title to the Land
2. Each of the obligations created by this Agreement constitutes a planning obligation for the purpose of Section 106 of the 1990 Act and shall be enforceable by the Council as such

3. This Agreement is a conditional agreement and shall become binding upon both of the following two conditions being satisfied

(a) the granting of the Planning Permission

(b) the Development having been begun pursuant to the Planning Permission by the carrying out of any of the material operations referred to in Section 56 of the 1990 Act

4. Subject as hereinafter provided the Developer hereby for himself and his successors in title to the Land undertakes agrees declares and covenants with the Council that the Land shall be subject to the terms conditions restrictions and obligations as to the manner of carrying out the Development and otherwise contained in the Second Schedule

5. The Mortgagee hereby consents to the giving of the covenants on the part of the Developer herein contained and the Mortgagee hereby agrees to be bound by the said covenants

6. IT IS HEREBY AGREED that:-

(a) Nothing contained or implied in this Agreement shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of their functions as Local Planning Authority and their rights powers duties and obligations under all public and private statutes byelaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement

(b) If any provision in this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired

7. No waiver (whether express or implied) by the Council of any breach or default by the Developer in performing or observing any of the terms or conditions of this Agreement shall constitute a

continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof by the Developer

8. The Developer shall on the execution hereof pay the Council's costs and disbursements incurred in the preparation and settlement of this Agreement in the sum of EIGHT HUNDRED AND SEVENTY POUNDS (£870)

9. Notwithstanding the terms contained herein the parties hereto agree that the Mortgagee shall not be held liable or continue to be bound for any breaches of the covenants restrictions or obligations after it has ceased to be a Mortgagee in possession of the Property and/or has disposed of all its interests in the Property or the part(s) in respect of which such breaches occur

THE FIRST SCHEDULE

The Development

Construction of a Part Single 2, 3 and 4 storey building to provide sports hall, swimming pool and library and ancillary areas alterations to existing building and parking

THE SECOND SCHEDULE

Obligations Affecting the Development

The Developer for itself and its successors in title to the Land hereby covenants with the Council

1) The Developer agrees that no development (whether requiring express planning permission or permitted by virtue of a Development Order or any statutory successor) shall take place outside the building envelope hereby agreed and shown edged red on drawing No.977/31/B save that future development may be granted planning permission in the areas edged blue on the drawing upon application being made to the Council

2) That the number of pupils enrolled for full time education at the school shall not exceed 525 or such increase as shall be first approved in writing by the Council (~~such approval not to be unreasonably withhold or delayed~~)

Handwritten signatures and stamps. One signature is clearly visible. Below it is a circular stamp with some illegible text. To the right of the signature is the number '2'. At the bottom of the stamp area, the word 'Bank' is written.

HARROW TECHNICAL SERVICES



Director of Technical Services: GARETH PRYCE MATP/RIBA

Head of Planning & Development: KATH HUBBARD MATP/RM/MSM

P.O. Box 37, Civic Centre, Harrow, Middlesex, HA1 2UY

Tel: 0181 863 5614

Fax: 0181 424 1551

**PLANNING &
DEVELOPMENT**

KENNETH W REED & ASSOCIATES
369 STATION ROAD
HARROW
MIDD
HA1 2AW

Handwritten signatures and initials: 'Kato', 'K', 'J', 'X', 'J'

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TOWN & COUNTRY PLANNING ACT 1990

16-JAN-95

GRANT/APPROVE SUBJECT TO LEGAL AGREEMENT

Ref: WEST/695/94/FUL

With reference to the application received 17-NOV-94 accompanied by Drawing(s) 977/9-20(INCL)21/B; 22/B; 23/B; 24/B; 25/B; 26/B; 27/B; 28/B; 29/B; 30/B; 31/B

for: **PT. SGLE, 2, 3 & 4 ST. BLDG. TO PROVIDE SPORTS HALL, SWIMMING POOL & LIBRARY & ANC. AREAS, ALTS. TO EXT. BLDG & PARKING**

at: **THE JOHN LYON SCHOOL MIDDLE ROAD HARROW ON THE HILL**

THE COUNCIL OF THE LONDON BOROUGH OF HARROW, the Local Planning Authority, GRANT/APPROVE subject to legal agreement.

1. The development hereby permitted shall commence before the expiration of five years from the date of this permission.

REASON: To comply with the provisions of Section 91 of the Town and Country Planning Act 1990.

2. No part of the development hereby permitted shall be used until all of the Phase 1 works, as detailed in the application, have been completed.

REASON: To ensure a satisfactory form of development.

3. No part of Phase 2 of the development shall be used until all of the Phase 2 works as detailed in the application have been completed.

REASON: To ensure a satisfactory form of development.

4. No part of the development hereby permitted shall be used until there has been submitted to, and approved in writing by, the local planning authority a scheme of landscaping to reflect the two building phases and to include a survey of all existing trees and hedgerows on the site.

REASON: To protect the appearance and character of the area, and to enhance the appearance of the development.

DECISION NOTICE
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WEST/695/94/FUL

5. All planting, seeding or turfing for Phase 1 comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the completion of Phase 1. Any trees or plants which, within a period of 5 years from the completion of Phase 1, die, are removed, or those that become seriously damaged or diseased, shall be replaced in the next planting season, with others of a similar size and species, unless the local authority agrees any variation in writing.
REASON: To safeguard the appearance and character of the area and to enhance the appearance of the development.
6. All planting, seeding or turfing for Phase 2 comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the completion of Phase 2. Any trees or plants which, within a period of 5 years from the completion of Phase 2, die, are removed, or those that become seriously damaged or diseased, shall be replaced in the next planting season, with others of a similar size and species, unless the local authority agrees any variation in writing.
REASON: To safeguard the appearance and character of the area and to enhance the appearance of the development.
7. None of the existing trees on the site shall be lopped, topped or felled without the prior written permission of the local planning authority.
REASON: The existing trees represent an important amenity feature which the local planning authority considers should be protected.
8. The external materials to be used in the construction of the extension hereby permitted shall match those used in the existing building.
REASON: To safeguard the appearance of the locality.
9. The development hereby permitted shall not commence until detailed particulars of the levels of noise to be generated in the building, of the provision to be made for the insulation of the building against the transmission of noise and vibration by reason of granting this permission, and of the times during which noise producing activities will be carried out shall be submitted to, and approved by, the local planning authority. The development shall not be occupied or used until the works have been completed in accordance with the approved plans and thereafter retained.
REASON: To ensure that adequate precautions are taken to avoid noise nuisance and to safeguard the amenity of neighbouring residents.
10. Any plant and machinery, including that for fume extraction, ventilation, refrigeration and air-conditioning, which may be used by reason of granting this permission, shall be so installed, used and maintained as to prevent the transmission of noise and vibration into any neighbouring premises.
REASON: To ensure that the proposed development does not give rise to noise nuisance to neighbouring residents.
11. The car parking spaces shown on the approved plan no. 977/20 shall be permanently marked out and used for no other purpose outside of school hours, without the written permission of the local planning authority.

REASON: To ensure that adequate parking provision is available for use by occupants of the site for after school functions.

DECISION NOTICE

WEST/695/94/FUL

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12. The development hereby permitted shall not commence until the temporary contractor's vehicular access to Lower Road has been constructed in accordance with details (of this temporary access and appropriate highway signs and markings) to be submitted to, and approved in writing by, the local planning authority.

REASON: To ensure that the traffic generated by the building operations will not interfere with the free flow of traffic on the public highway and that the road and footway shall be of an adequate specification for the anticipated traffic.

13. Parking of contractor's vehicles shall only take place in the area shown on approved plan no. 977/20 and nowhere else within the site or on the highway.

REASON: To safeguard the amenity of neighbouring residents.

14. The temporary contractor's vehicular access shall be closed and the highway shall be reinstated to the satisfaction of the local highway authority prior to the commencement of the use of Phase 1 of the development hereby permitted.

REASON: To confine access to the permitted points in order to ensure that the development does not prejudice the free flow of traffic or the conditions of general safety along the neighbouring highway.

15. The development hereby permitted shall not commence until details indicating adequate access to, and egress from, the building(s) have been submitted to, and approved in writing by, the local planning authority. The development shall not be occupied or used until the works have been completed in accordance with the approved plans and thereafter retained as such.

REASON: To ensure that the development will be accessible to people with disabilities.

16. The temporary contractor's vehicular access shall not be opened to Lower Road until a contract has been made for the carrying out of Phase 1 of the development hereby permitted.

REASON: To safeguard the appearance and character of the area.

17. INFORMATIVE:

The applicant's attention is drawn to the requirements in the attached Considerate Contractor Code of Practice, in the interests of minimising any adverse effects arising from building operations.

18. INFORMATIVE:

Harrow Council has published a leaflet "ACCESS FOR ALL", containing design guidelines for the provision of safe and convenient access for all disabled groups. A copy is enclosed.

(DNOT_EAST_DRAFT)

3) Not to use or permit the use of any part of the Development outside the school's normal hours of operation for any purpose other than for Permitted Recreational Uses without the written consent of the Council such consent not to be unreasonably withheld taking account of all material planning considerations prevailing at the time

4) To submit to the Council for approval in writing a Landscaping scheme to be carried out by the Developer on the Land which shall include a scheme for the planting of trees and shrubs on land outside but immediately adjoining the site which is in the ownership of the Developer

6) To implement and complete the said landscaping scheme in accordance with the approved scheme

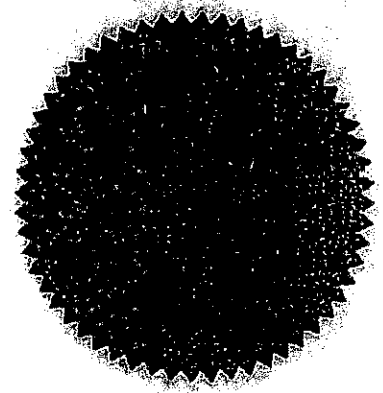
IN WITNESS whereof the Council the Developer and the Mortgagee have caused their respective Common Seals to be hereunto affixed to this Deed the day and year first before written

THE COMMON SEAL OF THE KEEPERS AND)
 GOVERNORS OF THE POSSESSIONS REVENUES)
 AND GOODS OF THE FREE GRAMMAR SCHOOL)
 OF JOHN LYON was hereunto affixed to)
 this Deed in the presence of:-)

[Handwritten signatures]

Two of the said Keepers
and Governors

[Handwritten signature]
The Clerk



Signed as a deed by

[Handwritten signature]

WESTMINSTER BANK

THE COMMON SEAL OF NATIONAL WESTMINSTER)
 BANK plc was hereunto affixed to)
 this Deed in the presence of:-)

Director

Secretary

[Handwritten signature]
CHRISTOPHER LEAM MILLER