

Dated 16 OCTOBER 2007

**FILE COPY**

THE MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF HARROW (1)

- and -

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

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**DEED OF VARIATION**

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

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Ref: AMC/EC-002818

THIS DEED OF AGREEMENT is made the 16 day of October Two thousand and Seven BETWEEN

- (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARROW of PO Box 2 Civic Centre Station Road Harrow Middlesex HA1 2UH (hereinafter called "the Council") of the first part and
- (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 HA2 0HN (hereinafter called "the Developer") of the second part

#### RECITALS

1. On 23 June 1995 a Deed of Agreement ("the Principal Agreement") under section 106 of the Town and Country Planning Act 1990 (as amended) ("the 1990 Act") was entered into by the Council, the Developer and National Westminster Bank PLC ("the Mortgagee") relating to land at the John Lyon School, Middle Road, Harrow on the Hill, HA2 0HN ("the Land")
2. By way of a Deed of Release dated 5 November 2004, the Mortgagee released its legal charge over the Land
3. Clause 1 of the Second Schedule to the Principal Agreement contains an obligation that no development shall take place outside a building envelope shown edged red on Plan No.977/31/B ("the Plan") annexed to this Agreement save that future development within areas edged blue on the Plan may be granted planning permission upon application to the Council
4. This Agreement is supplemental to the Principal Agreement and the obligations in this Agreement are planning obligations for the purposes of Section 106 of the 1990 Act
5. The Council is the Local Planning Authority for the area within which the Land is situated and by whom the obligations in this Agreement and the Principal Agreement are enforceable
6. The Developer is the owner of the Land as set out in Recitals (2) to (4) in the Principal Agreement

7. On 30 November 2006 the Developer submitted a planning application (ref: P/3420/06/CFU) to the Council for planning permission for a three-storey side/rear extension to the existing science block, to provide three new classrooms together with various internal alterations ("the Scheme")
8. The Scheme is located outside the building envelope edged in red on the Plan
9. The Council resolved at a meeting of its Strategic Planning Committee on 18 April 2007 to grant planning permission for the Scheme subject to variation of the Principal Agreement in the manner set out in this Agreement
10. The parties to this Agreement have agreed to the variation of the Principal Agreement in the manner set out below with the intent that the same should be binding not only upon the said parties but also upon their successors in title and any person claiming title through under or in trust for them

**NOW THIS DEED WITNESSES** as follows:-

1. On and from the date of this Agreement the Principal Agreement shall be read and construed as if:
  - a. The following definition is inserted in Clause (1) (Interpretation) of the Principal Agreement:
 

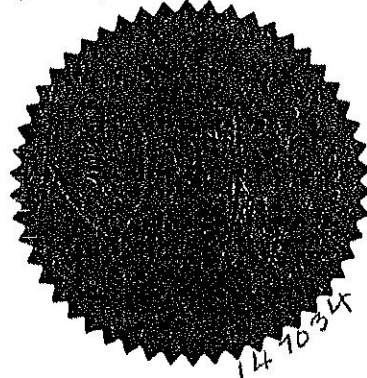
"the Scheme" means the three-storey side/rear extension to the existing science block to provide three new classrooms together with various internal alterations approved by the Council under planning application reference P/3420/06/CFU
  - b. A new Clause 1.1 is inserted immediately after Clause 1 of the Second Schedule (Obligations Affecting the Development) of the Principal Agreement as follows:
 

1.1 Nothing in Clause 1 of this Schedule shall prohibit or limit the development of the Scheme outside the building envelope edged red on Drawing No. 977/31/B
2. Save as varied by this Agreement the Principal Agreement shall remain in full force and effect in relation to other matters contained therein

3. The Developer shall on the execution hereof pay the Council's reasonable costs properly incurred in the preparation and settlement of this Agreement

**EXECUTED AS A DEED** but not delivered until the day and year first before written

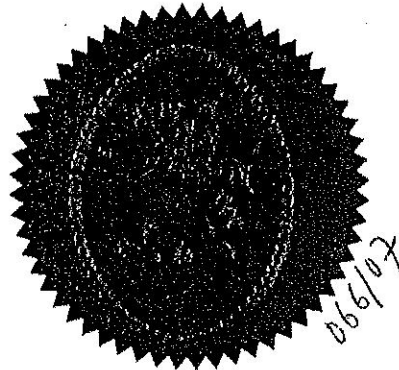
THE COMMON SEAL OF THE MAYOR AND )  
BURGESSES OF THE LONDON BOROUGH )  
OF HARROW was hereunto affixed to this )  
Deed in the presence of: )



Authorised Officer

*[Handwritten signature]*

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 signature]*  
*[Handwritten signature]*

Two of the said Keepers and Governors

*[Handwritten signature]*  
The Clerk