

Dated 22nd February 2011

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

- and -

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

DEED OF VARIATION

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

Legal & Governance Services
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Station Road
Harrow
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HA1 2UH

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Ref: ABK /EC-006003

THIS DEED OF VARIATION is made the 22nd day of February Two Thousand and Eleven

B E T W E E N:

- (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")
- (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")

RECITALS

1. On 23 June 1995, the Council, the Developer and National Westminster Bank PLC ("the Mortgagee") entered into an agreement ("the Principal Agreement") under section 106 of the Town and Country Planning Act 1990 (as amended) ("the 1990 Act") relating to land at John Lyon School Harrow on the Hill HA2 0HN ("the Land")
2. The Mortgagee released its legal charge over the Land by way of a Deed of Release dated 5 November 2004
3. The obligations in the Principal Agreement were modified by deeds of variation dated 24 September 2007 ("the First Deed of Variation") and 16 October 2007 ("the Second Deed of Variation") made between the Council and the Developer
4. Clause 1 of the Second Schedule of the Principal Agreement contains an obligation which restricts development on the Land outside a building envelope shown edged red on the plan (Drawing No 977/31/B) annexed to the Principal Agreement save that future development within the areas edged blue on the plan annexed to the Principal Agreement may be granted planning permission upon application to the Council
5. This Deed is supplemental to the Principal Agreement, the First Deed of Variation and the Second Deed of Variation

6. The Council is the Local Planning Authority for the purposes of the 1990 Act and for the area in which the Land is situated.
7. The Developer is the freehold owner of the Land registered at HM Land Registry under title numbers MX70845 and NGL889975
8. The Developer has applied (ref: P/2160/10) to the Council for planning permission to carry out development on the Land
9. Part of the proposed development will be located outside the building envelope shown edged red on the plan annexed to the Principal Agreement and the Second Deed of Variation
10. The Council resolved at a meeting of its Planning Committee on 8th December 2010 to grant planning permission for the proposed development subject to variation of the Principal Agreement in the manner set out in this Deed
11. The parties to this Deed have agreed to the variation of the Principal Agreement with the intent that the obligations hereinafter contained 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. LEGAL EFFECT

1.1 This Deed is made pursuant to sections 106 and 106A of the 1990 Act

1.2 The obligations in the Principal Agreement (read along with the First Deed of Variation and the Second Deed of Variation) as modified by this Deed are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council as such

1.3 It is hereby agreed by the parties that the provisions of this Deed shall take effect on the date set out above

2. MODIFICATIONS TO THE PRINCIPAL AGREEMENT

2.1 On and from the date of this Deed, the Principal Agreement shall be modified as follows:

2.1.1 The following definitions shall be inserted into Clause 1 (Interpretation) of the Principal Agreement:

“Scheme 2” means the two storey extension to existing main building to provide catering facilities and dining room; alterations to existing old building to facilitate its use as a sixth form centre together with associated landscaping approved by the Council on 8th December 2010 pursuant to planning application reference P/2160/10

2.1.2 Clause 1.2 shall be inserted into the Second Schedule of the Principal Agreement immediately after Clause 1.1 (inserted by the Second Deed of Variation) as follows:

“1.2. Nothing in Clause 1 of this Second Schedule shall prevent or limit the development of Scheme 2 outside the building envelope edged red on Drawing No 977/31/B”

2.1.3 Save as modified by this Deed the covenants and restrictions in the Principal Agreement (as modified by the First Deed of Variation and the Second Deed of Variation) shall remain in full force and effect

3. LEGAL COSTS

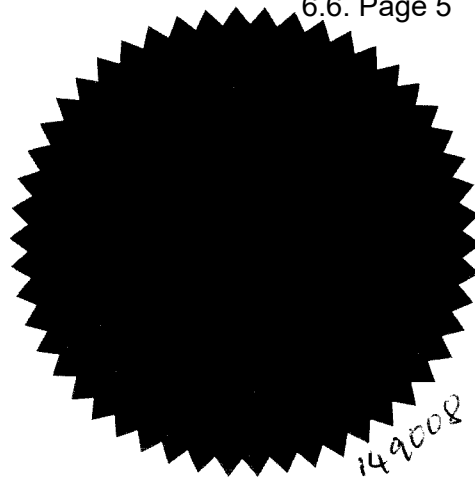
3.1 The Developer shall pay to the Council on completion of this Deed the Council's legal costs incurred in the negotiation preparation and settlement of this Deed in the sum of £1,000 (One Thousand Pounds)

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

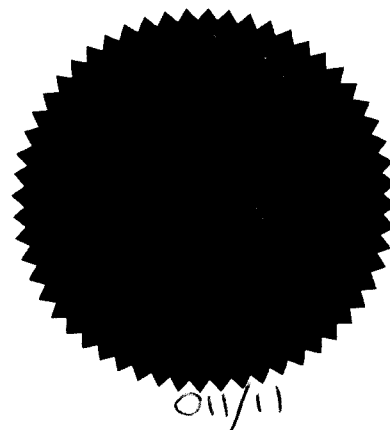
THE COMMON SEAL OF THE LONDON)
 BOROUGH OF HARROW was hereunto)
 affixed to this Deed in the presence of:)



Authorised Officer



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:



Two of the said Keepers and Governors

Signature



Name

Signature



Name

The Clerk

