

DATED

29th June 2017

- (1) THE WARDENS AND COMMONALTY OF THE MYSTERY OF MERCERS OF THE CITY OF LONDON
- (2) ST PAUL'S SCHOOL
- (3) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES

AGREEMENT TO VARY EXISTING PLANNING AGREEMENT

pursuant to Section 106 of the
Town and Country Planning Act 1990

- relating to -

Land at St Paul's School Lonsdale Road Barnes
London SW13

CONTENTS

Clause	Page
1. DEFINITIONS.....	1
2. INTERPRETATION.....	4
3. RECITALS.....	4
4. AGREEMENT.....	6
5. TERMINATION.....	7
6. CANCELLATION OF ENTRIES.....	8
7. THE FIRST OWNERS CONSENT.....	8
8. COSTS.....	8
9. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999.....	8

ANNEXES

ANNEXE 1 – The Main Agreement

ANNEXE 2 – The Confirmatory Deed

ANNEXE 3 – The Main Planning Permission

ANNEXE 4 – The Draft Variation Planning Permission

DATED:

29th June

2017

PARTIES:

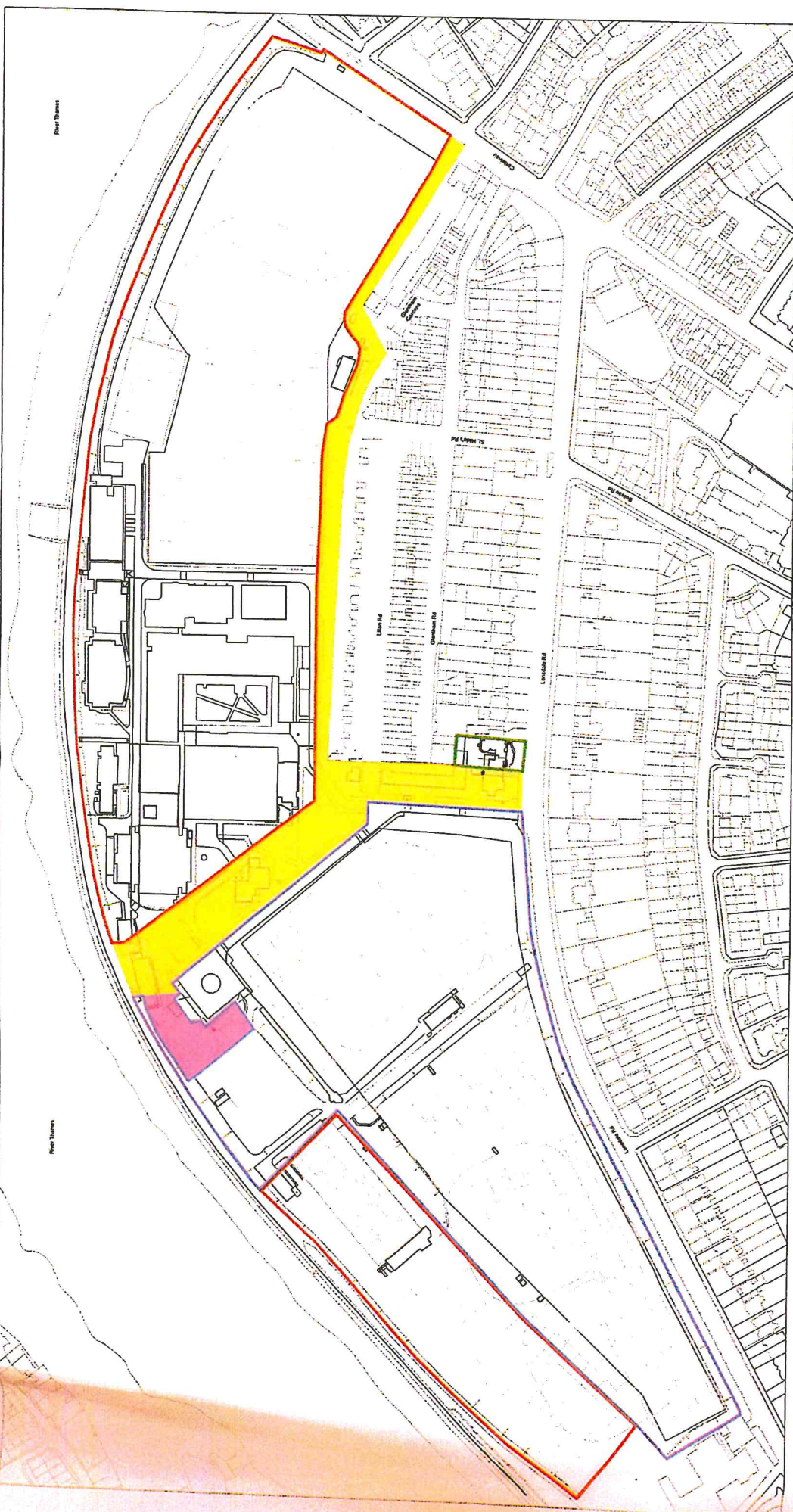
- (1) **THE WARDENS AND COMMONALTY OF THE MYSTERY OF MERCERS OF THE CITY OF LONDON** of Mercers Hall Ironmonger Lane London EC2 ("the First Owner");
- (2) **ST PAUL'S SCHOOL** of Lonsdale Road Barnes London SW13 ("the Third Owner");
- (3) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES** of Civic Centre 44 York Street Twickenham TW1 3BZ ("the Council" which expression shall include any successor local planning authority exercising planning powers under the 1990 Act)

1. DEFINITIONS

In this Agreement, the following words and expressions shall have the respective specified meanings unless the context otherwise requires:

"1990 Act"	the Town and Country Planning Act 1990 (as amended)
"Blue Land"	the land lying to the north of Lonsdale Road delineated for the purposes of identification only edged blue on Plan A
"Condition"	a planning condition attached to any planning permission issued by the Council and identified by a reference number
"Confirmatory Deed"	a confirmatory deed dated 16 March 2009 and made between the First Owner (1) and the Council (2) (a copy of which is annexed to this Agreement as Annexure 2) confirming

Handwritten notes:
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 P. (M)



WILLIS TOWERS WOOD ARCHITECTS 2 Lakes Drive West York Ontario Canada		Telephone: 905.771.8151 Fax: 905.771.8152 Email: info@willistowerswood.com	
Section 108 Plan - OPTION A (For identification purposes only)			
Project Name: St Paul's School, Masterplan	Date: 2013.03.17	Scale: 1:1000	Revision: 01
Drawn by: J. Lee	Checked by: J. Lee	Approved by: J. Lee	Date: 2013.03.17
© This drawing is copyright. Do not scale. Check dimensions on site.			

	that the Yellow Land had been transferred to the First Owner
"Green Land"	the land being 80 Lonsdale Road London SW13 9JS delineated for the purposes of identification only edged green on Plan A
"Land"	the Blue Land the Green Land the Pink Land the Red Land and the Yellow Land
"Main Agreement"	a Deed dated 24 December 2008 and made between the First Owner (1) the Second Owner (2) the Third Owner (3) and the Council (4) relating to land at St Paul's School Lonsdale Road Barnes London SW13 (a copy of which is annexed to this Agreement as Annexure 1) and which has been registered by the Council as a local land charge
"Main Planning Permission"	the planning permission dated 16 January 2009 under reference 08/1760/OUT for the Development (a copy of which is annexed to this Agreement as Annexure 3)
"Party"	the First Owner, the Third Owner or the Council
"Pink Land"	The land on lying to the north of Lonsdale Road delineated for the purposes of identification only edged pink on Plan A
"Plan A"	the plan attached to this Agreement and marked "A"
"Red Land"	the land on the north-west side of Castlenau and lying to the north of Lonsdale Road

delineated for the purposes of identification only edged red on Plan A

"Second Owner"

Thames Water Utilities Limited

"Variation Development"

demolition of most of existing School buildings. Outline permission for the refurbishment of the sports hall and construction of a maximum of 36,090m² floorspace/13,159m² footprint of educational facilities comprising classrooms, dining hall, kitchen, assembly hall, library, chapel, junior music school, boathouse and associated staff accommodation (1 unit), sports pavilion, ancillary boarding accommodation (40 bedspaces) and associated staff accommodation (3 units). Reconfiguration of vehicular circulation and car parking provision, playing fields and sports facilities within the site, landscaping and the erection of minor structures to accommodate covered cycle parking, canopies, pergola and covered play area. Full planning permission for the area east of the access to provide 2,758m² floorspace/1,084m² footprint of buildings (3 to 4 storeys including basement and attic levels) comprising a total of 33 residential units for full time school personnel (including immediate family) with part underground car parking (25 spaces) and cycle parking (54 spaces), associated servicing, hard and soft landscaping and boundary treatments' in order to extend the time limit for

implementation of the full element of the permission for a further 3 years

"Variation Planning Application"

the planning application for a new planning permission for the extension of the time limit specified in condition U22119 of the Main Planning Permission for the Variation Development reference **08/1760/EXT**

"Variation Planning Permission"

a new planning permission for the Variation Development to be granted by the Council pursuant to the Variation Planning Application (a draft of which is annexed to this Agreement as **Annexure 4**)

"Yellow Land"

the land on the north side of Lonsdale Road coloured yellow for the purposes of identification only on Plan A

2. INTERPRETATION

- 2.1 In this Agreement the words and expressions where the words have an initial capital letter and which are not defined in Clause 1 shall have the meanings given to them in the Main Agreement and the Confirmatory Deed
- 2.2 The provisions of Clauses 4.2 to 4.8 (inclusive) of the Main Agreement shall have effect in relation to this Agreement as though they were set out in full

3. RECITALS

- 3.1 This Agreement is supplemental to and varies the Main Agreement
- 3.2 The Confirmatory Deed supplemented the Main Agreement
- 3.3 The Main Agreement as supplemented by the Confirmatory Deed continues to have full force and effect in relation to the Land in accordance with its terms as varied by this Agreement

- 3.4 Plan 1 in the Main Agreement is replaced by Plan A in this Agreement
- 3.5 The Main Planning Permission remains extant and has been Implemented
- 3.6 The Third Owner submitted the Variation Planning Application and the Council has agreed to grant the Variation Planning Permission subject to the variation of the Main Agreement as supplemented by the Confirmatory Deed as set out in this Agreement
- 3.7 The Council is the local planning authority for the purposes of the 1990 Act for the area within which the Land is situated
- 3.8 The First Owner is registered at the Land Registry under Title Number SY326324 as the freehold owner of the Red Land as Trustees of the Charity or Foundation called or known as St Paul's School in London (founded by Dean Colet) of Mercers Hall 4 Ironmonger Lane London EC2 8HE
- 3.9 The First Owner is registered at the Land Registry under Title Number TGL319542 as the freehold owner of the Yellow Land
- 3.10 The First Owner is registered at the Land Registry under Title Number TGL319543 as the leasehold owner of the Blue Land as the trustees of the St Paul's Schools Foundation of Mercers Hall 4 Ironmonger Lane London EC2V 8HE
- 3.11 The Second Owner is registered at the Land Registry under Title Number TGL289480 as freehold owner of the Blue Land and the Pink Land
- 3.12 The Third Owner is registered at the Land Registry under Title Number TGL321271 as the leasehold owner of the Red Land and the Yellow Land
- 3.13 The Third Owner is registered at the Land Registry under Title Number TGL321270 as the sub-leasehold owner of the Blue Land
- 3.14 The Third Owner is registered at the Land Registry under Title Number SY316969 as the freehold owner of the Green Land

3.15 The Parties agree that the obligations contained in this Agreement the Main Agreement and the Confirmatory Deed are in accordance with paragraphs 203 to 206 of the National Planning Policy Framework

4. **AGREEMENT**

4.1 This Agreement is a deed and is made pursuant to made Section 106 of the 1990 Act and all other powers so enabling

4.2 The covenants, restrictions and requirements imposed upon the First Owner and the Third Owner in this Agreement are planning obligations for the purposes of Section 106 of the 1990 Act whether expressed to be planning obligations or not and are enforceable by the Council against the First Owner or the Third Owner and any person deriving title under the First Owner or the Third Owner respectively

4.3 The Parties have entered into this Agreement with the intent that the obligations contained in the Main Agreement shall be enforceable against the First Owner and the Third Owner following the issue of the Variation Planning Permission

4.4 This Agreement will not take effect unless and until the Council has granted the Variation Planning Permission

4.5 No Party will be liable for any breach of the covenants, obligations and restrictions contained in this Agreement in respect of any period during which that Party no longer has an interest in the Land or the part in respect of which the breach occurs

4.6 This Agreement will be registered as a local land charge

4.7 The First Owner and the Third Owner covenant with the Council to comply with the obligations terms and provisions set out in the Main Agreement (as supplemented by the Confirmatory Deed) as if each reference in the Main Agreement to the Main Planning Permission were also a reference to the Variation Permission

4.8 Plan 1 in the Main Agreement shall be replaced by Plan A annexed to this Agreement

- 4.9 The following definitions contained in the Main Agreement will be replaced by the definitions contained in this Agreement:

Blue Land

Green Land

Land

Red Land

Yellow Land

- 4.10 Where in the operative Clauses in the Main Agreement reference is made to "**Planning Permission**" this Agreement has the effect of substituting "**Variation Planning Permission**" for such references

- 4.11 If the Council agrees pursuant to an application under Section 73 or 73A of the 1990 Act to any variation or release of any condition contained in the Main Planning Permission or the Variation Planning Permission or if any such condition is varied or released following an appeal under Section 78 of the Act this Agreement the Main Agreement and the Confirmatory Deed shall also apply to development carried out pursuant to such further planning permission granted pursuant to Section 73 or 73A or 78 of the Act and the covenants or provisions in this Agreement shall be deemed to be accordingly modified to correspond to any such further permission

5. **TERMINATION**

If the Variation Planning Permission is quashed or revoked, or ceases to have effect by operation of law, or expires before it has been implemented then:

- 5.1 this Agreement will (except for Clause 5.2) cease to have effect; and
- 5.2 the Council will forthwith cancel all entries made in the register of local land charges in respect of this Agreement

6. **CANCELLATION OF ENTRIES**

6.1 The Council will upon the written request of the First Owner or the Third Owner at any time after each or all of the obligations set out in the Main Agreement the Confirmatory Agreement or this Agreement have been performed or otherwise discharged, issue written confirmation of such performance or discharge

6.2 The Council will upon the written request of the First Owner or the Third Owner at any time after all the obligations of the First Owner or the Third Owner under the Main Agreement the Confirmatory Agreement and this Agreement which are not of a continuing nature have been performed or otherwise discharged, forthwith cancel all entries made in the register of local land charges in respect of the Main Agreement the Confirmatory Deed or this Agreement as relevant

7. **THE FIRST OWNER'S CONSENT**

The First Owner consents to the completion of this Agreement and agrees that from the date of this Agreement its freehold interests in the Red Land and the Yellow Land shall be bound by the terms of this Agreement

8. **COSTS**

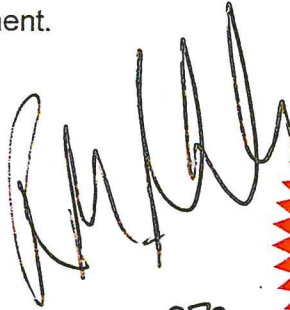
The Developer covenants to pay the Council's reasonable legal costs amounting to ONE THOUSAND FIVE HUNDRED POUNDS (£1500.00) incurred in connection with the preparation and completion of this Agreement

9. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

This Agreement is not intended to nor shall it create or confer any rights, entitlements, claims or benefits pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of any person who is not a party to this Agreement

DELIVERED as a deed on the date of this Agreement.

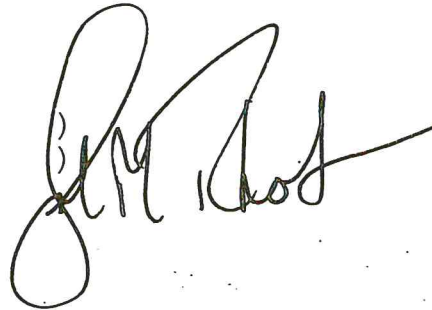
EXECUTED as a **DEED** by the **WARDENS AND COMMANLTY OF THE MYSTERY OF MERCERS OF THE CITY OF LONDON** acting by:-

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EXECUTED as a **DEED** by **ST PAUL'S SCHOOL** acting by:

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THE COMMON SEAL of **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES** was hereto affixed by Order:-

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Authorized Officer
Seal Reg. No. 28647/03