

Dated 17 MARCH 2015

**THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF BARNET**

-and-

CENTRAL G H TRUST

-and-

LANGTON PROJECTS LIMITED

DEED OF VARIATION

Made under Sections 106 and 106A of the Town and Country Planning Act 1990
relating to land off High Road/Chandos Avenue, London N20 and Brethren
Meeting Hall and Well Grove School, Well Grove, London N20 in the London
Borough of Barnet

HB Public Law
Legal Practice for Barnet and Harrow Councils
PO Box 2
Civic Centre
Station Road
Harrow
Middlesex
HA1 2UH

DX 30450 HARROW 3

Ref: ABK /EBAC-PH006-015381

THIS DEED OF VARIATION is made the 17th day of MARCH 2015

BETWEEN:

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET**
of North London Business Park, Oakleigh Road South, London N11 1NP
("the Council")
- (2) **CENTRAL G H TRUST** (a company limited by guarantee with company
Registration No. 06656919 and Registered Charity No 1125717) whose
registered office is at Noble House, Eaton Road, Hemel Hempstead Industrial
Estate, Hemel Hempstead HP2 7UB ("CGHT")
- (3) **LANGTON PROJECTS LIMITED** (Company Registration No. 07340092) whose
registered office is at 84 Cowper Road, Hemel Hempstead, Hertfordshire HP1
1PF ("Langton")

RECITALS

1. On 29 March 2012, the Council, Langton and the Original Mortgagees of the
Langton Land entered into the Principal Agreement to secure the planning
obligations covenants and restrictions contained in the Principal Agreement
2. The Original Mortgages of the Langton Land have assigned their charges over
the Langton Land to CGHT
3. The Council is the Local Planning Authority for the purposes of the 1990 Act for
the area in which the Land is situated
4. CGHT now owns the freehold interest in the Trust Land which is registered at the
Land Registry under title number MX292106 and also holds registered charges
over the Langton Land dated 28 October 2010 and 16 December 2010
5. Langton owns the freehold interest in the Langton Land registered at the Land
Registry under title numbers NGL642491 and NGL656501 subject to charges in
favour of CGHT
6. The Principal Agreement contains planning obligations which the Council
considers are necessary to make the Development acceptable in planning terms,

are directly related to the Development and are fairly and reasonably related in scale and kind to the Development

7. On completion of the Principal Agreement, the Council granted the Original Planning Permission for redevelopment of the Land
8. On 30 September 2014, the Council received the Section 73 Application which seeks to modify some conditions attached to the Original Planning Permission and the description of the development set out in the Original Planning Permission
9. The Council's Chipping Barnet Area Planning Committee resolved on 8th January 2015 to approve the Section 73 Application subject to variation of the Principal Agreement in the manner set out in this Deed.
10. The parties to this Deed have agreed to amend the terms and covenants contained in the Principal Agreement as set out in this Deed
11. This Deed is supplemental to and varies the Principal Agreement and should be read in conjunction with the Principal Agreement

NOW THIS DEED WITNESSES as follows:-

1. INTERPRETATION

- 1.1 All words and expressions used in this Deed shall have the meanings prescribed in the Principal Agreement unless as otherwise stated in this Deed
- 1.2 References to clauses, paragraphs and schedules in this Deed are references to those in the Principal Agreement
- 1.3 In this Deed the following expressions shall have the meaning set out below

"Deed" means this Deed of Variation

"Principal Agreement" means an agreement made under section 106 of the 1990 Act dated 29 March 2012 and entered into between the Council (1)

Langton (2) and the Original Mortgages of
the Langton Land (3)

**“Original Mortgagees
of the Langton Land”** means Gordon James Cooper, Roy David
Sewell, Paul Adrian Boyt and Douglas Craig
Evershed (in their separate capacities as
trustees of Haringey Gospel Hall Trust and
mortgagees of the Langton Land)

2. LEGAL EFFECT

- 2.1 This Deed is made under sections 106 and 106A of the 1990 Act
- 2.2 The obligations contained in this Deed are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council against the Owners and their successors in title
- 2.3 The obligations, definitions and covenants inserted into the Principal Agreement by this Deed shall take effect on the date the Council issues its decision notice granting the Section 73 Permission SAVE FOR the provisions of Clause 4 (Legal Costs) of this Deed which shall come into effect on completion of this Deed

3. MODIFICATIONS TO THE PRINCIPAL AGREEMENT

- 3.1 On and from the date of this Deed, the Principal Agreement shall be read and construed as follows:
 - 3.1.1 The following definitions shall be inserted in alphabetical order into Clause 1 (Interpretation) of the Principal Agreement:

“Community Hub Building” means a building of a gross
external floor space of at least
512m² to be constructed on the
Community Hub Land and used

only as a multi-use community hub within class D1 of the Use Classes Order (including a children's nursery) and for no other purpose (including any other purpose within class D1 of the Use Classes Order)

"Original Planning Application" means the application for planning permission validated by the Council on 2 August 2011 and allocated reference B/03068/11

"Original Planning Permission" means the outline planning permission pursuant to the Original Planning Application which was granted by the Council on 29 March 2012 for *"demolition of existing buildings and redevelopment comprising of 70no dwellings (62no houses and 8no flats). Erection of 512sqm building for use class D1 purposes (Non-Residential Institution). Provision of associated car parking, landscaping and open space. Use of existing accesses from High Road and Well Grove."*

"Section 73 Application" means the application for planning permission under section 73 of the 1990 Act validated by the Council on 1 October 2014 and allocated reference B/05370/14 and described as follows:

"Section 73 material amendment application to vary condition 1 (Approved Plans), condition 5 (Compliance with Approved Plans) and condition 34 (Restricted Use Office/Community Building) pursuant to planning permission B/03068/11 dated 29/03/2012 for 'Demolition of existing buildings and redevelopment comprising of 70no dwellings (62no houses and 8no flats). Erection of 512sqm building for use class D1 purposes (Non-Residential Institution). Provision of associated car parking, landscaping and open space. Use of existing accesses from High Road and Well Grove. (Outline Application)' Amendments to include: Amendment to Description of Development to read 'Demolition of existing buildings and redevelopment comprising of 70 dwellings (60 no houses and 10 no flats). Erection of 512sqm building for use class D1 purposes (Non-Residential Institution). Provision of associated car parking, landscaping and open space. Use of existing accesses from High Road and Well Grove. (Outline Application)'; Updated List of approved plans listed in conditions 1 and 5; Alteration to

wording of Condition 34 to include Children's Nursery within the permitted Use Class D1 uses that can occupy the Community Hub building; Alterations to plans contained within the S106 Agreement showing the proposed Public Open Space and Community Hub Land."

"Section 73 Permission"

means the planning permission to be granted by the Council for the Section 73 Application

"Use Classes Order"

means the Town and Country Planning (Use Classes) Order 1987 (as amended)

- 3.1.2 The definition of **"Application"** in clause 1.1 of the Principal Agreement shall be deleted and shall be replaced with the following definition:

"Application"

means the Original Planning Application as modified by the Section 73 Application

- 3.1.3 The definition of **"Permission"** in clause 1.1 of the Principal Agreement shall be deleted and shall be replaced with the following definition:

"Permission"

means either the Original Planning Permission or the Section 73 Permission (whichever is built out by the Owners)

- 3.1.4 The definition of “**Community Hub Building Works**” in clause 1.1 of the Principal Agreement shall be deleted and shall be replaced with the following definition:

“Community Hub Building Works”

means the works for construction of the Community Hub Building to Shell and Core Standard in accordance with a design, specification and configuration to be agreed with the Council

- 3.1.5 In the definition of “**Community Hub Land**” delete the reference to plan no reference 0729/CH/OS/01 and replace with drawing number 12461_S_90_13-3.2
- 3.1.6 In the definition of “**Public Open Space Land**” delete the reference to plan no reference 0729/CH/OS/01 and replace with drawing number 12461_S_90_13-3.2
- 3.1.7 The reference to ‘Section 2 of the Local Government Act 2000’ in clause 2.4 of the Principal Agreement shall be deleted and shall be replaced with ‘Section 1 of the Localism Act 2011’
- 3.1.8 The plan annexed to the Fourth Schedule of the Principal Agreement entitled “Community Hub Site & Open Space” with reference 0729/CH/OS/01 shall be deleted and replaced with drawing number 12461_S_90_13-3.2 annexed to this Deed

- 3.2 **SAVE AS** modified by this Deed the Principal Agreement shall remain in full force and effect

4. LEGAL COSTS

CGHT shall pay to the Council on completion of this Deed the Council’s reasonable legal costs incurred in the negotiation preparation and settlement of this Deed

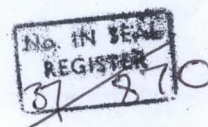
EXECUTED AS A DEED but not delivered until the day and year first before written

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



Clare Green
Interim Assurance Director:

Andrew Charlwood
Acting Head of Governance:



Executed as a Deed by CENTRAL GH)
TRUST)
acting by its: **)**

Director: *Clare Green* *GEORGE P. D. CLAYSON*

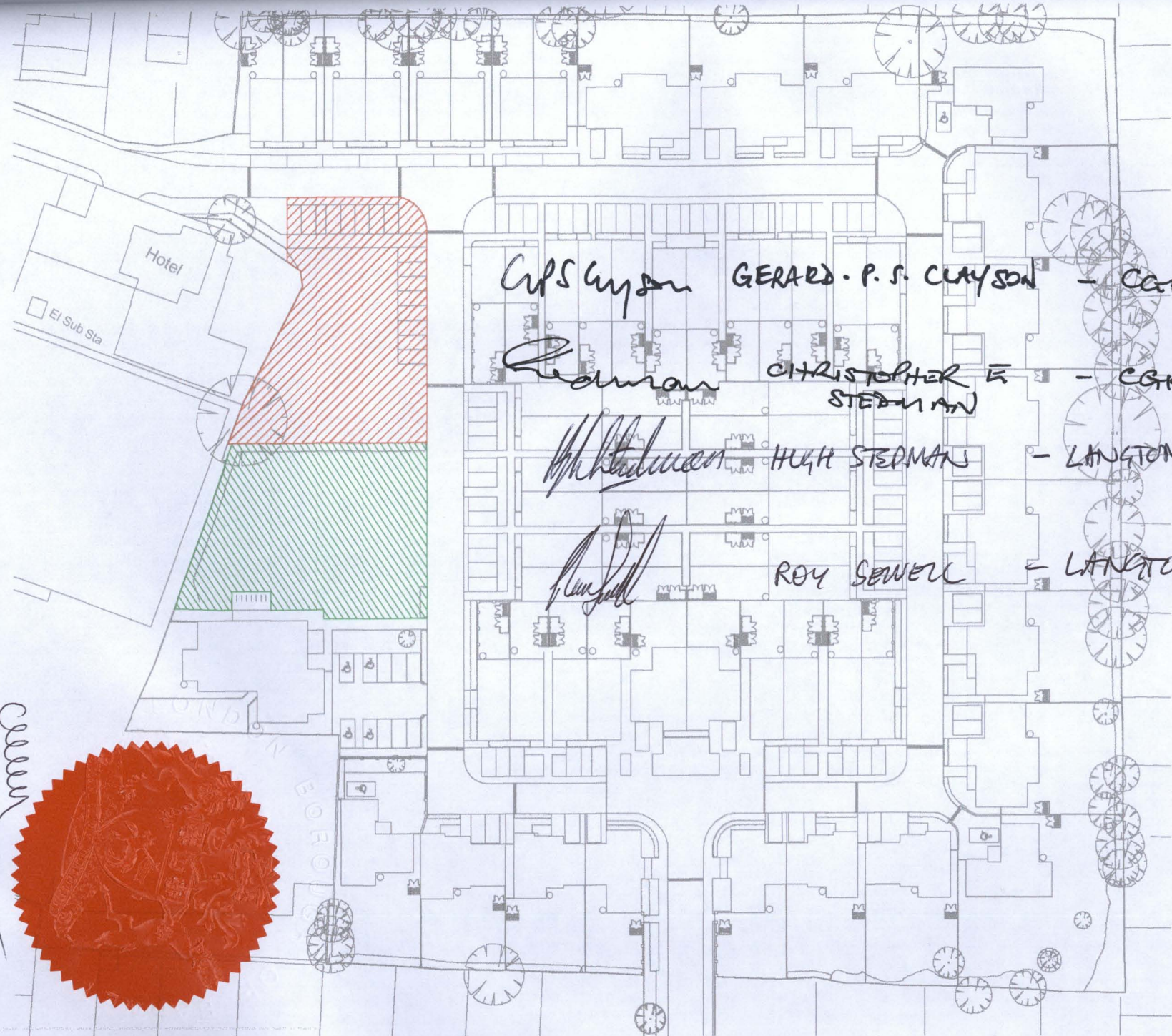
Director/Secretary *Christopher E. Stedman* *CHRISTOPHER E. STEDMAN*

Executed as a Deed by LANGTON)
PROJECTS LIMITED)
acting by its: **)**

Director: *Roy A. Sewell* *ROY A. SEWELL*

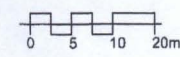
~~Director~~/Secretary *Hugh Stedman* *HUGH STEDMAN*

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KEY

-  Community Hub
-  Open Space



Scale: 1:300

3.2 EP 13.11.14 AC UPDATED GA
3.1 GB 28.09.14 GB PLANNING ISSUE
REV BY DATE CHK DESCRIPTION

STATUS

STAGE 3 - FOR PLANNING

CONTRACTOR

N/A

PROJECT

CHANDOS AVENUE

CLIENT

BARRATT NORTH THAMES

DRAWING TITLE

COMMUNITY HUB / OPEN SPACE

DATE CREATED 13.11.14	DATE AMENDED 13.11.14	SCALE 1:300 @ A1
DRAWN BY EP	AMENDED BY EPOWELL	CHECKED GB
DRAWING A.D. & REVISION 12461_S_90_13-3.2		

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