

DATED 16th November 2023



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

and

(2) LENDLEASE (HIGH ROAD WEST) LIMITED

AGREEMENT RELATING TO LAND KNOWN AS

HIGH ROAD WEST, LONDON N17

**PURSUANT TO SECTION 106A OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND
SECTION 16 OF THE GREATER LONDON COUNCIL (GENERAL POWERS) ACT 1974
AND ALL OTHER ENABLING POWERS**

VARIATION No 1

Fiona Alderman
Head of Legal and Governance (monitoring officer)
London Borough of Haringey
Alexandra House
10 Station Road
Wood Green
London N22 7TR

Legal Ref: LEG/PP/70443
Planning Ref: HGY/2023/3053

INTENTIONALLY BLANK

DATE 16th November 2023

PARTIES

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of Civic Centre Wood Green London N22 8LE ("Council") of the first part
- (2) **LENLEASE (HIGH ROAD WEST) LIMITED** of Level 9, 5 Merchant Square, London, W2 1BQ ("Developer") of the second part

WHEREAS

- I. On 31 August 2022 the Council and the Developer entered into an agreement pursuant to section 106 of the Act (the "**Original S106 Agreement**"), and following completion of the Original S106 Agreement, the Council granted the Planning Permission.
- II. The Council remains the local planning authority for the area within which the Property is located and by whom the planning obligations under the Original S106 Agreement are enforceable and the Developer still has an equitable interest in part of the Property by virtue of having entered into commercial terms with the Council.
- III. The Council and the Developer have agreed to modify the Original S106 Agreement in the manner set out in clause 6 of this deed.

NOW THIS DEED WITNESSETH as follows:-

1. Enabling Powers and Interpretation

- 1.1 Any term defined in the Original S106 Agreement shall have the same meaning in this deed.
- 1.2 This deed is made pursuant to section 106A of the Act, section 111 of the 1972 Act, section 16 of the 1974 Act, section 1 of the 2011 Act and any other enabling statutory provisions.
- 1.3 The obligations in the Original S106 Agreement as modified by this deed remain planning obligations for the purposes of section 106 of the Act.
- 1.4 The Original S106 Agreement shall remain in full force and effect, save as modified by this deed.
- 1.5 Words importing the singular shall include the plural and vice versa.
- 1.6 Any reference to a specific statute or statutes includes any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute.
- 1.7 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 1.8 Unless otherwise indicated words importing persons shall include firms, companies, other corporate bodies or legal entities and vice versa.
- 1.9 Any obligation, covenant, undertaking or agreement by any Developer not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing.

2. Taking Effect

This Agreement shall have immediate effect from the date hereof.

3. **Contracts (Rights of Third Parties) Act 1999**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this deed.

4. **Jurisdiction**

This Agreement is governed by and interpreted in accordance with the law of England and Wales.

5. **Costs**

The Developer agrees to pay the Council its legal costs incurred in preparing and settling this Agreement on or prior to the date of completion hereof

6. **Modification of the Original S106 Agreement**

It is agreed and declared by the Parties hereto that paragraphs 5.2 and 5.3 of Schedule 14 of the Original S106 Agreement shall be deleted and replaced as follows:

"5.2 The Developer shall provide and Practically Complete the Library and Learning Centre in accordance with the Winning Design prior to the Occupation of more than 95% of the Open Market Housing Units in Phase A.

5.3 The Developer shall not Occupy or permit the Occupation of more than 95% of the Open Market Housing Units in Phase A unless and until:

5.3.1 the Library and Learning Centre has been Practically Completed; and

5.3.2 the Council as Library Authority and Education Authority has acquired or been granted the right (whether as transferee of the freehold, leaseholder under a commercial lease with the protection of the Landlord and Tenant Act 1954 or beneficiary of a contract for either) to occupy the Library and Learning Centre for the purposes that the Library and Learning Centre was permitted and constructed. "

IN WITNESS whereof the parties have executed this Deed the day and year first above written

**EXECUTED as a DEED by LENDLEASE
(HIGH ROAD WEST) LIMITED** acting by a
director in the presence of a witness:

Director signature: 

Director name: **PETER . D . LEONARD**

Witness signature: 

Witness name: **NICK WATKIN**

Witness address: **TANBURY,
TUTTS LANE
RG20 9PW**

Witness occupation: **DEVELOPMENT DIRECTOR**

**EXECUTED as a DEED by affixing the
COMMON SEAL of THE MAYOR AND
BURGESSES OF THE LONDON BOROUGH
OF HARINGEY** in the presence of:


Authorised Officer:

