

. DATED

18th November

2014

GEORGE WIMPEY WEST LONDON LIMITED

TO

THE LONDON BOROUGH OF HILLINGDON

**PLANNING OBLIGATION BY UNILATERAL UNDERTAKING
PURSUANT TO SECTION 106
OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ASSOCIATED POWERS
RELATING TO THE DEVELOPMENT OF LAND AT**

FORMER RAF EASTCOTE, LIME GROVE, EASTCOTE

**10189/APP/2014/3354, 10189/APP/2014/3358, 10189/APP/2014/3359
and 10189/APP/2014/3360**

Attn: Tim Brown
Planning & Corporate Team
Legal Services
London Borough of Hillingdon
Civic Centre 3E/04
High Street
Uxbridge
Middlesex
UB8 1UW

Tel: 01895 556 425

Ref: 3E/04/TB/6450

THIS PLANNING OBLIGATION BY UNILATERAL UNDERTAKING is dated

18th day of **November** 2014

And is **GIVEN BY:**

- (1) **GEORGE WIMPEY WEST LONDON LIMITED** (Company number 4108188) a company incorporated in England and Wales whose registered office is situated at Gate House, Turnpike Road, High Wycombe, Buckinghamshire, HP12 3NR ("the Owner ") and;

TO:

- (2) **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW ("the Council").

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in respect of the Land and by whom the obligations in this Undertaking are enforceable.
- B The Owner has the freehold interest in the Land registered under title number MX217956 at Land Registry
- C On 11 January 2012 the Owner submitted the Planning Applications to the Council for permission to develop the Land for the purposes and in the manner described in the Planning Application.
- D The Owner intends to develop the Land pursuant to the Planning Permissions.
- E The Planning Application was refused by the North Planning Committee on 30 August 2012 and the Owner submitted an appeal to the Planning Inspectorate on 12 March 2013 (appeal reference number inter alia APP/R5510/A/13/2194584) ("the Appeal").

- F The Appeal was allowed on 13 November 2013 and the Planning Permissions were granted, subject to conditions including a condition restricting Commencement of Development until a scheme for the provision of affordable housing as part of the development has been submitted to and approved in writing by the local planning authority ("the Affordable Housing Conditions").
- G On 19 September 2014 the Owner submitted the Details Applications to the Council to discharge the Affordable Housing Conditions and enters into this Unilateral Undertaking with the intention of discharging the Details Applications.

THIS UNDERTAKING WITNESSES AS FOLLOWS: -

1. DEFINITIONS AND INTERPRETATION

- 1.1 For the purposes of the recitals and this Undertaking, the following expressions shall have the following meaning:

"Act"	means the Town and Country Planning Act 1990;
"Affordable Housing Contribution"	means the Index Linked contribution of two hundred and ninety eight thousand nine hundred and ninety eight pounds (£298,998) referred to in Schedule 1 as a contribution towards subsidised housing available through an Affordable Housing Provider to persons who cannot afford to rent or buy houses generally available on the open market;
"Authority's Area"	means the administrative area of the Council;
"Commencement of Development"	means the date on which any material operation as defined in Section 56(4) of the Act forming part of the Development begins to be carried out and "Commence" and "Commencement" shall be construed accordingly;
"the Contributions"	means the Affordable Housing Contribution;
"the Council"	means the Council or any authority which may succeed to its function of enforcing the terms, provisions and planning obligations created by this Deed;

"the Decision Date"	means the date of the grant of Planning Permission;
"the Details Applications"	means the applications to discharge the Affordable Housing Conditions: 1. Details of affordable housing in compliance condition 5 of Planning Inspectorate decision ref: APP/R5510/A/13/2194591 dated 13 November 2013 (change of use of 2 no 1 bedroom and 1 no 2 bedroom units to provide 5 no. 1 bedroom and 1 no. 2 bedroom Use Class C3 residential dwellings within Block R; LPA ref: 10189/APP/2012/106) under the Council's reference 10189/APP/2014/3358; 2. Details of affordable housing in compliance condition 5 of Planning Inspectorate decision ref: APP/R5510/A/13/2194584 dated 13 November 2013 (change of use of 3 x 1 bedroom live/work units to 6 x 1 bedroom Use Class C3 residential dwellings within Block H1; LPA ref: 10189/APP/2012/108) under the Council's reference 10189/APP/2014/3354; 3. Details of affordable housing in compliance condition 5 of Planning Inspectorate decision ref: APP/R5510/A/13/2194600 dated 13 November 2013 (change of use of 3 x 1 bedroom live/work units to 6 x 1 bedroom Use Class C3 residential dwellings within Block L; LPA ref: 10189/APP/2012/109) under the Council's reference

	10189/APP/2014/3360; 4. Details of affordable housing in compliance condition 5 of Planning Inspectorate decision ref: APP/R5510/A/13/2194594 dated 13 November 2013 (change of use of 3 x 1 bedroom live/work units to 6 x 1 bedroom Use Class C3 residential dwellings within Block J; LPA ref: 10189/APP/2012/112) under the Council's reference 10189/APP/2014/3359;
"Development"	means the development authorised by the Planning Permissions;
"the Deputy Chief Executive and Corporate Director of Residents Services"	means the Council's Deputy Chief Executive and Corporate Director of Residents Services or such person as the Council designates as undertaking this role;
"Form PO1"	means the form in the substantial format set out in Appendix 1 ;
"Index Linked"	means the application of the formula at clause 15 of this Deed and "Indexation" and "Index Linking" and "Indexation" shall be construed accordingly;
"Interest"	means interest at 4% above the base lending rate of HSBC Bank PLC from time to time;
"Land"	means all the land and buildings at Former RAF Eastcote, Lime Grove, Eastcote which is in the

	freehold ownership of the Owner and is registered at the Land Registry under Title No. MX217596 and is shown for identification purposes edged in blue on Plan 1;
"Occupation"	means occupation of the Land for the purposes permitted by the Planning Permission and "Occupy" and "Occupied" shall be construed accordingly;
"Plan"	means the Plan attached to this Undertaking at Appendix 2 ;
"Plan 1"	means the plan marked as Plan 1 annexed attached to this Undertaking at Appendix 2 ;
"Plan 2"	means the plan marked as Plan 2 annexed to this Undertaking at Appendix 2 ;
"Plan 3"	means the plan marked as Plan 3 annexed to this Undertaking at Appendix 2 ;
"Plan 4"	means the plan marked as Plan 4 annexed to this Undertaking at Appendix 2 ;
"Plan 5"	means the plan marked as Plan 5 annexed to this Deed at Appendix 2 ;
"Planning Permissions"	means the planning permission for: 1. the conversion of 2, one bedroom and 1,two bedroom live/work units to provide 5, one bedroom and 1 two bedroom flats (Block R)

	under the Council's reference number 10189/APP/2012/106 and shown outlined Red on Plan 2; 2. the conversion of 3 one bedroom live work units to 6, one bedroom flats (Block H1) under the Council's reference number 10189/APP/2012/108 shown outlined Red on Plan 3; 3. the conversion of 3 one bedroom live work units to 6 x one bedroom flats (Block L) under the Council's reference number 10189/APP/2012/109 shown outlined Red on Plan 4; and 4. the conversion of 3 one bedroom live work units to 6 x one bedroom flats (Block J) under the Council's reference number 10189/APP/2012/112 shown outlined Red on Plan 5; granted by the Planning Inspectorate pursuant to the Appeal (inter alia ref: APP/R5510/A/13/2194584);
"Section 106 Reference"	means the Details Applications reference numbers 10189/APP/2014/3354, 10189/APP/2014/3358, 10189/APP/2014/3359 and 10189/APP/2014/3360;
"Specified Date"	means the date upon which an obligation arising under this Deed is due to be performed;
"Undertaking"	means this Deed; and

“VAT”	means Value Added Tax.
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- 1.2 Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.
- 1.3 References in this Undertaking to any statute or statutory provision shall be construed as a reference to the same as it may from time to time be amended, extended, modified, consolidated or re-enacted whether before or at the date of this Undertaking.
- 1.4 Unless the context otherwise requires, reference to any clause, paragraph, sub-clause or schedule or appendix is a reference to a clause, paragraph, sub-clause, schedule or appendix of or to this Undertaking.
- 1.5 The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Undertaking.
- 1.6 Where a party includes more than one person named as a party any obligations of that party shall be joint and several unless there is an express provision otherwise.
- 1.7 References to any party to this Undertaking shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to the Council's respective functions.
- 1.8 Where the agreement, approval, consent or an expression of satisfaction is required by the Owner under the terms of this Undertaking from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

- 1.9 Without prejudice to the terms of any other provision contained in this Undertaking the Owner shall pay all costs charges and expenses (including without prejudice to legal costs and Surveyor's fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Owner arising under this Undertaking.

2. STATUTORY PROVISIONS

- 2.1 This Undertaking is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 16 of the Greater London Council (General Powers) Act 1974 and section 1 of the Localism Act 2011 to the intent that it will bind the Owner and their successors in title to the Land.
- 2.2 The covenants, restrictions and requirements imposed upon the Owner under this Undertaking create planning obligations pursuant to section 106 of the Act and are enforceable by the Council as local planning authority against the Owner without limit of time.

3. CONDITIONALITY

- 3.1 The obligations in Schedule 1 of this Undertaking are subject to and conditional upon:
- (i) the grant of the Planning Permission; and
 - (ii) Commencement of the Development.
- All other parts of this Undertaking shall be of immediate force and effect unless otherwise stated.

4. MISCELLANEOUS

- 4.1 Nothing contained or implied in this Undertaking shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of their functions as local planning authority and their rights, powers, duties and obligations under all public and private statutes, bylaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Undertaking.

- 4.2 If any provision in this Undertaking shall be held to be invalid, illegal or unenforceable then the validity, legality and enforceability shall not affect the validity or enforceability of the remaining provisions of this Undertaking.
- 4.3 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants undertakings obligations or restrictions contained in this Undertaking shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertaking or obligation from acting upon any subsequent breach or default in respect thereof by the Owner.
- 4.4 Nothing in this Undertaking shall be construed as a grant of planning permission.
- 4.5 Unless expressly agreed otherwise in this Undertaking, the covenants in this Undertaking shall be enforceable without any limit of time against the Owner and any successors in title to the Land and assigns of the Owner or any person corporate or otherwise claiming title through or under the Owner an interest or estate to the Land or any part or parts of the Land as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.
- 4.6 No party to this Undertaking nor any of its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Undertaking after it shall have parted with its entire interest in the Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 4.7 This Undertaking shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed or revoked or otherwise withdrawn or (without the consent of the Owner or its successors in title) is modified by any statutory procedure or expires prior to Commencement of Development.

- 4.8 Nothing in this Undertaking shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Undertaking.
- 4.9 This Undertaking cannot be amended or discharged without the prior consent in writing of the Owner and the Council.
- 4.10 In the event of the planning obligations contained in this Undertaking being modified a note or memorandum thereof shall be endorsed upon this Undertaking.

5. THE OWNER'S PLANNING OBLIGATIONS

The Owner covenants with the Council so as to bind the Land to observe and perform the obligations contained this agreement and in the schedule hereto

6. COSTS

The Owner hereby covenants with the Council that on execution of this Undertaking it will pay the Council's costs incurred in the negotiation, preparation and execution of this Undertaking in the sum of £750.

7. REGISTRATION OF UNDERTAKING

The Owner recognises and agrees that covenants in this Undertaking shall be treated and registered as local land charges for the purposes of the Local Land Charges Act 1975.

8. RIGHT OF ACCESS

Without prejudice to the Council's statutory rights of entry the Owner shall permit the Council and its authorised employees and agents upon reasonable written notice to enter the Land at all reasonable times for the purpose of verifying whether or not any obligation arising under this Undertaking has been performed or observed.

9. ARBITRATION

9.1 All disputes, differences or questions arising out of this Undertaking or as to the rights or obligations of the parties under it or in connection with its construction shall be referred to arbitration by a single arbitrator to be agreed between the parties or, failing agreement, within twenty one (21) days by an arbitrator to be appointed at the request of any party by the President of The Royal Institution of Chartered Surveyors as the case may be having due regard to any representations made to him as to the appropriate qualifications of such arbitrator.

9.2 The arbitration shall take place in London and shall be in accordance with the Arbitration Act 1996 or any re-enactment or modification of such Act for the time being in force, unless otherwise agreed in writing by the Council.

10. THIRD PARTIES

A person who is not named in this Undertaking does not have any right to enforce any term of this Undertaking under the Contracts (Rights of Third Parties) Act 1999.

11. NOTICES

11.1 All notices served under or in connection with this Undertaking shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party;

11.2 Any notice to be served under or in connection with this Undertaking shall be sent to the:

- a) Deputy Chief Executive and Corporate Director of Residents Services, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Section 106 Reference for this Undertaking;
 - b) Owner at Gate House, Turnpike Road, High Wycombe, Buckinghamshire HP12 3NR;
-

12. FORM PO1

Upon Commencement of the Development the Owner shall immediately notify the Council by completing and sending Form PO1 to the Council addressed to the Deputy Chief Executive and Corporate Director of Residents Services, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW and shall cite the Section 106 Reference.

13. CHANGE IN OWNERSHIP

The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interest in the Land occurring before all the obligations under this Undertaking have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan and the Section 106 Reference.

14. CONTRIBUTIONS

14.1 Payment of the Contributions required by this Undertaking shall be made on the following basis:

- (a) The Contributions due under this Undertaking shall be delivered to the person and address specified in clause 11 above;
- (b) The Council may retain any unexpended balance of the Contributions where this amounts to less than £10,000 as is necessary to make the Development acceptable in planning terms for any other relevant purpose(s) that is directly related to the Development taking into account whether the unexpended balance is fairly and reasonably related in scale and kind to the Development; and
- (c) Pursuant to the Local Government Act 2003, the Council shall be at liberty to charge the Contributions to a Council revenue account and for the avoidance of doubt it is agreed and declared that this shall be without prejudice to the

Council's right to apply the Contributions or any part or parts thereof to revenue purposes or to capital purposes or partly to the one and partly to the other.

15. INDEXATION

The Owner agree with the Council that any sums payable by the Owner under this Unilateral Planning Obligation shall be increased by the application of the formula $A=B \times C/D$ where:

- (a) A is the sum actually payable on the Specified Date;
- (b) B is the original sum mentioned in this Unilateral Planning Obligation;
- (c) C is the Index of Retail Prices (All Items) for the month 2 months before the Specified Date;
- (d) D is the Index of Retail Prices (All Items) for the month 2 months before the date of this Agreement; and
- (e) C/D is equal to or greater than 1.

16. INTEREST

All costs, payments and expenses payable to the Council under this Deed shall bear the Interest rate from time to time being charged from the date such payment is due until the payment is received by the Council.

17. VAT

17.1 All consideration given in accordance with the terms of this Undertaking shall be exclusive of any VAT properly payable in respect thereof.

17.2 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of any Land and the Contributions then to the extent that VAT had not been previously charged in respect of that payment the Council shall have the right to issue a VAT invoice to the Owner and the VAT shall be paid accordingly.

18. JURISDICTION

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

IN WITNESS of which this Undertaking has been duly executed as a Deed and has been delivered once dated.

SCHEDULE 1
AFFORDABLE HOUSING CONTRIBUTION

The Owner hereby covenants with the Council as follows:

1. Within 28 days of the date of this Deed to pay to the Council the Affordable Housing Contribution; and
2. Not to occupy or cause or permit to be occupied any part of the Development until the Affordable Housing Contribution has been paid to the Council.

APPENDIX 1

PO1 Form

TO: HEAD OF PLANNING GREEN SPACES AND CULTURE
RESIDENTS SERVICES
LONDON BOROUGH OF HILLINGDON
CIVIC CENTRE ROOM A357
HIGH STREET UXBRIDGE
MIDDLESEX UB8 1UW

FORM

SECTION 106/278 LEGAL AGREEMENT

SITE ADDRESS: _____

PLANNING REFERENCE: _____

DESCRIPTION OF DEVELOPMENT: _____

DATE OF COMMITTEE AUTHORISATION: _____

SECTION 106 OBLIGATIONS: _____

DATE OF IMPLEMENTATION OF DEVELOPMENT: _____

SECTION 106/278 OBLIGATION:

(i) NOTIFIED TO THE COUNCIL: _____

(ii) SUBMITTED TO THE COUNCIL WITH THIS FORM: _____

NB: Please continue of separate sheet(s) if necessary.

**TICK BOX IF THIS FORM IS TO CONSTITUTE THE "FIRST NOTICE"
UNDER THE SECTION 278 HIGHWAY AGREEMENT IF THIS IS THE
"FIRST NOTICE" PLEASE ATTACH THE "FIRST PAYMENT" AS
SPECIFIED IN THE AGREEMENT**

☐

FOR COUNCIL USE

NB: IF THIS IS THE FIRST NOTICE PASS IMMEDIATELY TO HIGHWAYS ENGINEERS

COST CODE: _____

PLANNING COSTS: _____

LEGAL COSTS: _____

OTHER COSTS (IDENTIFY): _____

MAINTENANCE COSTS (COMMUTED SUM)

INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS _____ **YES/NO**

APPENDIX 2

Site Plans



RAF Eastcote

location Plan
- Block R

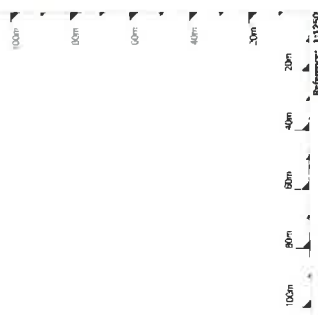
5585R-WIM-WL-01



LONBORO OF HILLINGDON
 RECEIVED
 - 5 JUL 2012
 PLANNING & TRANSPORTATION
 GROUP

AMENDED
PLAN

RAEASTCOTE



Taylor
Winpey 2

RAF Eastcote

Location Plan - Block H1
Aug 2011
1:1250 @ A2

5585H1-WIM-WL-01

DHA
architecture

The architecture firm
10000 Wilshire Blvd.
Beverly Hills, CA 90210
Tel: (310) 274-1000 Fax: (310) 274-1001

1000 Wilshire Blvd.
Beverly Hills, CA 90210
Tel: (310) 274-1000 Fax: (310) 274-1001

1000 Wilshire Blvd.
Beverly Hills, CA 90210
Tel: (310) 274-1000 Fax: (310) 274-1001

AMENDED
PLAN

CON BOARD OF HILLINGDON
RECEIVED
- 5 JUL 2012
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GROUP



RAEASTCOTE



LOW COPY OF RELEASED
12 JAN 2012
PLANNING & TRANSPORTATION
DESIGN

100m 50m 25m 12.5m
Scale: 1:1250
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RAF Eastcote

Aug 2011
Location Plan
- Block 1

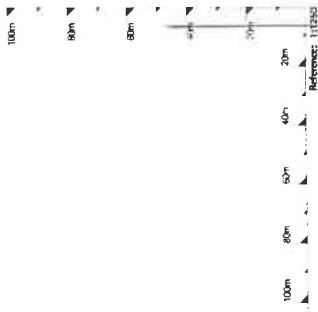
55851-WIM-WL-01



RAF EASTCOTE

AMENDED
PLAN

LOW BORO OF HILLINGDON
RECEIVED
- 5 JUL 2012
PLANNING & TRANSPORTATION
GROUP



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A 2014 12 47 Taylor Wimpey Limited



RAF Eastcote

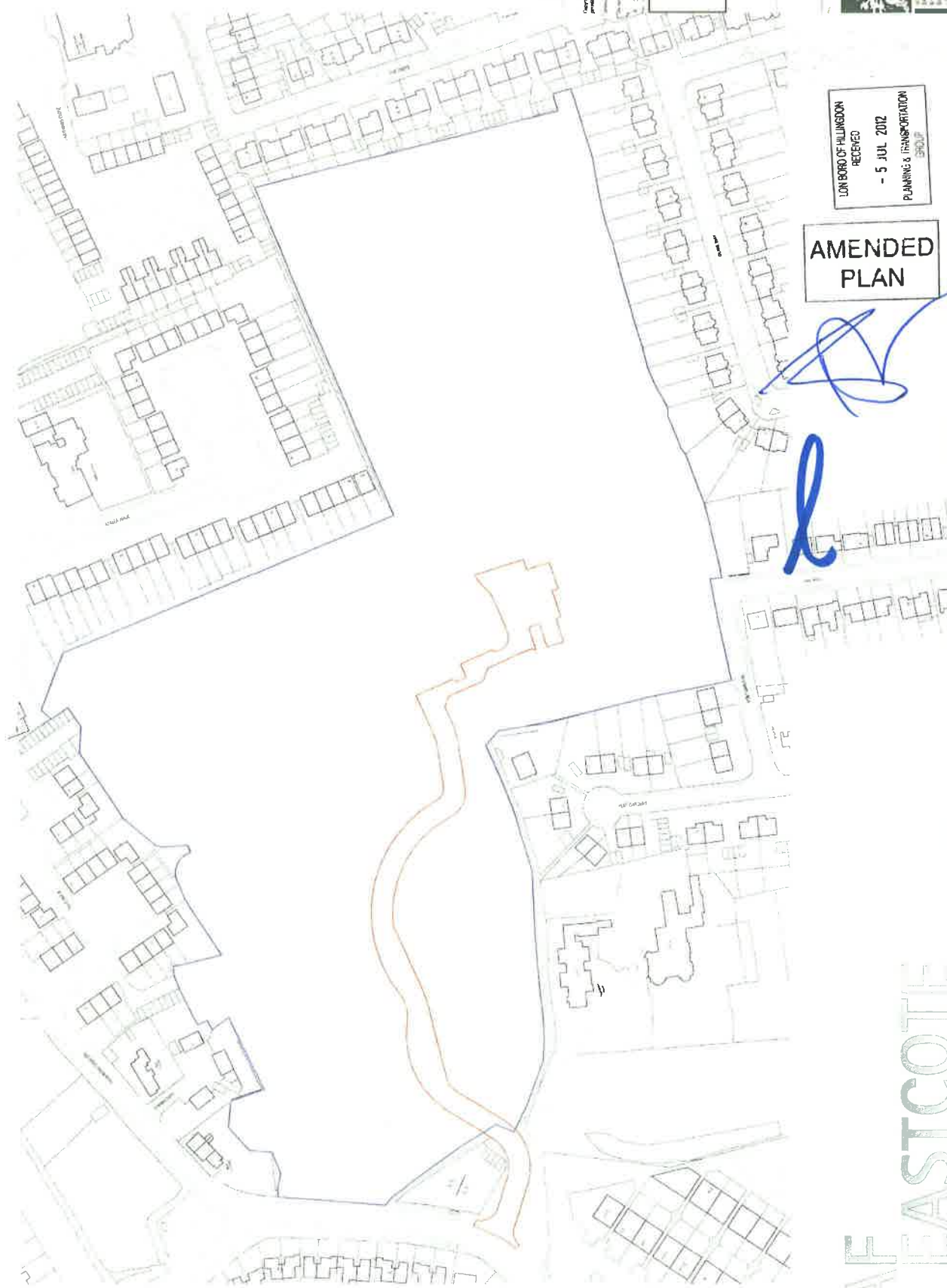
Location Plan
Block 1
Aug 2011
1:1250 @ A2

55851-WIM-WL-01



RAF EASTCOTE

Handwritten blue ink marks, including a large stylized 'L' and a circular scribble.



AMENDED
PLAN

RAFAEL CASTO

RAF Eastcote

Aug 2011 1:1250 @ A2

5585J-WIM-WL-01

DHA
architecture

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Taylor Wimpey

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Reference: 1:1254

Executed as a Undertaking by

GEORGE WIMPEY WEST LONDON LIMITED

acting by its attorneys

In the presence of



**LAURA AUSTIN , SOLICITOR
TEMPLARS HOUSE
LULWORTH CLOSE EASTLEIGH
HAMPSHIRE SO53 3TJ**



**MICHAEL DORE
ATTORNEY**

**DELINDA FERRETT
ATTORNEY**

