

DATED 27th May 2020

NFAG LIMITED

and

HOWARTH HOMES PLC

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**

71 AND 73 COWLEY ROAD, UXBRIDGE UB8 2AE

**Planning Application Reference Number. 13010/APP/2020/1006
SIGNED IN COUNTERPART**

Attn: Kerrie Munro
Planning & Corporate Team
Legal Services
London Borough of Hillingdon
Civic Centre
High Street
Uxbridge
Middlesex
Ref: 3E/04/KM/16874

THIS PLANNING OBLIGATION BY DEED is dated 27th May 2020

and is **GIVEN BY:**

- (1) **NFAG LIMITED** (Company Registration Number 05989704) a company incorporated in England and Wales whose registered office is situated at Frays Court, 71 Cowley Road, Uxbridge, Middlesex UB8 2AE ("the Owner"); and
- (2) **HOWARTH HOMES PLC** (Company Registration Number 02274807) a company incorporated in England and Wales whose registered office is situated at Waterside House, 20 Riverside Way, Uxbridge, Middlesex UB8 2YF ("the Applicant")

TO:

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 AGL7191 at Land Registry.
- D The Applicant has entered into a contract dated 21 February 2020 with the Owner to acquire the Site.
- E On 26th March 2020 the Applicant submitted the Planning Application to the Council for permission to develop the Land for the purposes and in the manner described in the Planning Application and approved plans.
- F The Applicant intends to develop the Land pursuant to the Planning Permission.

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 (as amended)
"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 of the Act forming part of the Development begins to be carried out other than (for the purposes of this Undertaking and for no other purpose): • demolition works; • site clearance; • ground investigations; • temporary access construction works • erection of any fences and hoardings around the Property and "Commence" and "Commencement" shall be construed accordingly;
"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;
"Development"	Prior Approval with Unilateral Undertaking - Change of use from offices (Use Class

	B1a) to residential (Use Class C3) to accommodate 19 residential units (Application for Prior Approval under Schedule 2, Part 3, Class O of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended)) in accordance with the Prior Approval Planning Application Reference Number 13010/APP/2020/1006 Schedule 1 ;
"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;
"Flood risk assessment (FRA) or Drainage Contribution"	means the £28,000 (twenty eight thousand pound) contribution which includes a full and detailed topographical survey of Cowley Road, surface water flooding depths plan and an evacuation plan. The contribution will be used towards the cost of providing public highway/drainage improvement works in the vicinity of the Land; in accordance with Schedule 2 ;
"Form PO1"	means the form in the substantial format set out in Appendix 1 ;
"Interest"	means interest at 4% above the base lending rate of HSBC Bank PLC from time to time;
"Implementation"	means any operation as defined in section 56 of the 1990 Act, but not

	including archaeological investigations, demolition, remediation, site clearance, site preparation or surveys;
"Land"	means all the land and buildings at Frays Court 71-73 Cowley Road Uxbridge Middlesex UB8 2AE which is in the freehold ownership of the Owner and is registered at the Land Registry under Title No. AGL7191 and is shown for identification purposes edged in red on the Plan annexed to this Undertaking;
"Parking Permit"	means a resident's parking permit issued by the Council (which for the avoidance of doubt does not include a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970) in accordance with Schedule 3 ;
"Prior Approval Application"	means the application for Prior Approval with Unilateral Undertaking - Change of use from offices (Use Class B1a) to residential (Use Class C3) to accommodate 19 residential units (Application for Prior Approval under Schedule 2, Part 3, Class O of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended));
"Prior Approval Decision"	means the prior approval to be granted

	pursuant to the Prior Approval Application in the substantial form set out in Appendix 3 ;
"Prior Approval Reference"	means the planning application reference number 13010/APP/2020/1006
"Plan"	means the Plan attached to this Deed at Appendix 2 ;
"Project Management & Monitoring Fee Contribution"	means Project Management & Monitoring Contribution- equal to 5% of the total cash contributions. Details shall be in accordance with the Council Planning Obligations Supplementary Planning Document 2014
"Specified Date"	means the date upon which an obligation arising under this Deed is due to be performed;
"Undertaking"	means this Deed
"VAT"	means Value Added Tax

- 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 or the Applicant 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 Applicant 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 Applicant 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 2 of the Local Government Act 2000 and section 16 of the Greater London Council (General Powers) Act 1974 to the intent that it will bind the Owner and the Applicant and their successors in title to the Land.
- 2.2 The covenants, restrictions and requirements imposed upon the Owner and the Applicant 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 this Undertaking are subject to and conditional upon the grant of the Planning Permission; and
- 3.2 ____ This Undertaking cannot be amended or discharged without the prior consent in writing of the Owners and the Council.

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.
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- 4.3 No waiver (whether express or implied) by the Council of any breach or default by the Owner and/or the Applicant 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 and/or Applicant.
- 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 Applicant 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

- 5.1 The Owner and the Applicant covenant with the Council so as to bind the Land to observe and perform the obligations contained in clause 5.2 and Schedules 2 and 3.
- 5.2 Prior to Commencement of the Development the Owner and/or the Applicant will pay to the Council the Project Management and Monitoring Sum.

6. REGISTRATION OF UNDERTAKING

- 6.1 The Owner and the Applicant recognize and agree that covenants in this Undertaking shall be treated and registered:
- (a) As local land charges for the purposes of the Local Land Charges Act 1975; and
 - (b) In the Charges Register of Title No AGL7191 at the Land Registry.
- 6.2 The Owner and the Applicant shall as soon as reasonably practicable after the completion of this Undertaking at their own cost do or concur in doing all things necessary to enable an entry of this Undertaking to be made in the Charges Register of the above title number of the Land and following the making of such entry shall furnish the Council's Borough Solicitor with a certified copy of the title information document relating to the said title in order that the Council may satisfy themselves that such entry has been made.
- 6.3 If the Owner and/or the Applicant fails to make the application referred to in clause 6.2 above the Council shall (without prejudice to any other right) be entitled to register the Undertaking and recover the expenses incurred in doing so from the Owner and the Applicant hereby covenant with the Council to do or concur in doing all things necessary or advantageous to enable such entries to be made.

7. RIGHT OF ACCESS

- 7.1 Without prejudice to the Council's statutory rights of entry the Owner and the Applicant 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.

8. ARBITRATION

- 8.1 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 21 days by an arbitrator to be appointed at the request of any party by the President of The Royal Institute 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.

- 8.2 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.

9. 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.

10. NOTICES

- 10.1 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;

- 10.2 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) to the Owner at Frays Court, 71 Cowley Road, Uxbridge, Middlesex UB8 2AE; and
- c) to the Applicant at Waterside House, 20 Riverside Way, Uxbridge UB8 2YF.

11. FORM PO1

- 11.1 Upon Commencement of the Development the Applicant shall immediately notify the Council by completing and sending Form PO1 to the Council addressed to the Director of Planning, Environment, Education and Community Services, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW and shall cite the Section 106 Reference.

12. CHANGE IN OWNERSHIP

- 12.1 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.

13. CONTRIBUTIONS

- 13.1 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 10 above;
- (b) The Council may retain any unexpended balance of the Contributions where this amounts to less than £10,000 for any other relevant purpose(s) related 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.

14. INDEX LINKING

The Owner and the Applicant agree with the Council that any sums payable by the Owner and/or the Applicant 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.

15. INTEREST

- 15.1 All costs, payments and expenses payable to the Council under this Undertaking shall bear interest at the rate of 4% above the base rate of HSBC Bank PLC from time to time being charged from the date such payment is due until the payment is received by the Council.

16. VAT

- 16.1 All consideration given in accordance with the terms of this Undertaking shall be exclusive of any VAT properly payable in respect thereof.
- 16.2 The Owner and the Applicant hereby acknowledge and agree 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 Applicant and the VAT shall be paid accordingly.

17. JURISDICTION

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

18. COUNTERPART

This Deed may be executed in any number of counterparts, each of which when executed shall constitute a duplicated original, but all the counterparts shall together constitute the one agreement.

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

SCHEDULE 1
DEVELOPMENT

1. Prior Approval with Unilateral Undertaking - Change of use from offices (Use Class B1a) to residential (Use Class C3) to accommodate 19 residential units (Application for Prior Approval under Schedule 2, Part 3, Class O of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended)) in accordance with the Planning Application Reference Number 13010/APP/2020/1006;
2. Section 106 of the Town and Country Planning Act 1990 (as amended) by way of Unilateral Agreement;
3. The obligations for Flood risk assessment, which includes a full and detailed topographical survey of Cowley Road, surface water flooding depths plan and an evacuation plan and Project Management & Monitoring Fee equal to 5% of the total cash contributions. Details shall be in accordance with the Council Planning Obligations Supplementary Planning Document 2014

SCHEDULE 2
DRAINAGE CONTRIBUTION

The Owner and the Applicant hereby covenant with the Council as follows:

1. Prior to Commencement of the Development to pay to the Council the Drainage Contribution of £28,000 (twenty eight thousand pounds); and
2. Not to commence or cause or allow or permit to be commenced, any part of the Development before the Drainage Contribution is paid.

SCHEDULE 3
RESIDENTIAL PARKING PERMITS

The Owner hereby covenants and agrees with the Council as follows:-

1. Upon completion of this Deed not to apply to the Council for a Parking Permit in respect of any Dwelling nor to knowingly permit any owner or occupier of the Dwelling to apply to the Council for a Parking Permit and if such a permit is issued in respect of the Dwelling it shall be surrendered to the Council within seven (7) days of written demand.
2. That all material used for advertising or marketing the Dwellings for letting or sale will notify prospective owners and occupiers that they will not be entitled to apply for a Parking Permit.
3. That in respect of every freehold transfer or lease granted assigned transferred or otherwise provided in respect of the Dwelling the following covenant shall be imposed (or a covenant of substantially the same nature in respect of any tenancy agreement licence or other instrument entitling Occupation of the Dwelling):

"the transferee/lessee for himself and his successors in title being the owner or owners for the time being [of [plot No. []]/the terms of years hereby granted] hereby covenant with the transferor/lessor and separately with the Mayor and Burgesses of the London Borough of Hillingdon ("the Council") not to apply for nor knowingly permit an application to be made by any person residing in the premises to the London Borough of Hillingdon for a parking permit (save for the display of badges on motor vehicles used by disabled persons issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 as amended) and if such a permit is issued then it shall be surrendered within seven (7) days of written request to do so from the Council and this covenant shall also be enforceable by the Council under the Contracts (Rights of Third Parties) Act 1999, section 1"

APPENDIX 1

PO1 FORM

TO: DIRECTOR OF PLANNING, ENVIRONMENT, EDUCATION AND
COMMUNITY SERVICES
LONDON BOROUGH OF HILLINGDON
CIVIC CENTRE 3N/04 HIGH STREET UXBRIDGE MIDDLESEX UB8 1UW

FORM PO1

SECTION 106 LEGAL AGREEMENT

SITE ADDRESS:

PLANNING REFERENCE:

DESCRIPTION OF DEVELOPMENT:

DATE OF COMMITTEE AUTHORISATION:

SECTION 106 OBLIGATIONS:

DATE OF IMPLEMENTATION OF DEVELOPMENT: _____

SECTION 106 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 PLAN

APPENDIX 3
"PRIOR APPROVAL DECISION"

Executed as a Undertaking by)

NFAG LIMITED)

By a Director in the presence of:-)

.....

Director

Witness signature

Witness name

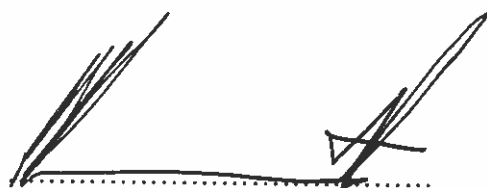
Witness address

Witness occupation

Executed as a Undertaking by)

HOWARTH HOMES PLC)

By a Director in the presence of:-)



Director

Witness signature

Witness name

Witness address

Witness occupation



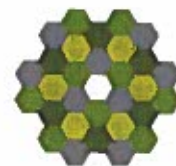
RICHARD CONROY

37 Beresford Avenue, Hanwell, W7 3AS

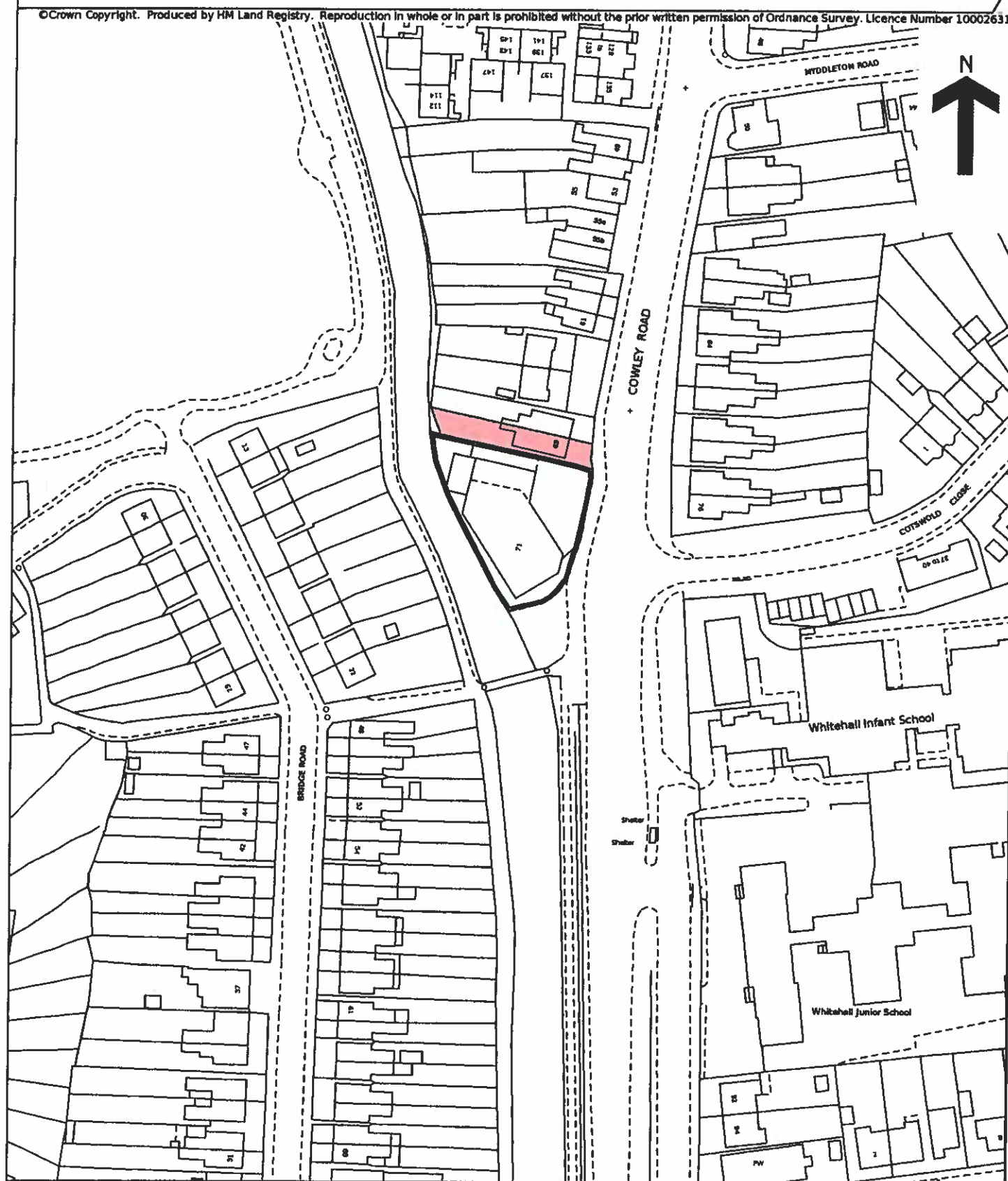
Planning Consultant

HM Land Registry Official copy of title plan

Title number **AGL7191**
Ordnance Survey map reference **TQ0583NW**
Scale **1:1250**
Administrative area **Hillingdon**



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B. HOWARTH

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 23 April 2020 shows the state of this title plan on 23 April 2020 at 11:54:37. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Wales Office .

DRAFT

Mr Richard Conroy
Progress Planning
Waterside House
UB8 2YF

Application Ref: 13010/APP/2020/1006

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

The Council of the London Borough of Hillingdon as the Local Planning Authority within the meaning of the above Act and associated Orders **GRANTS** permission for the following:-

Description of development:

Change of use from offices (Use Class B1a) to residential (Use Class C3) to accommodate 19 residential units (Application for Prior Approval under Schedule 2, Part 3, Class O of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended))

Location of development: Frays Court, 71-73 Cowley Road Uxbridge

Date of application: 26 March 2020

Plan Numbers: See attached Schedule of plans

Permission is subject to the condition(s) listed on the attached schedule:-

Draft Decision Notice produced: 7 May 2020

Checked by:..... **Date:**.....

Amendments required: YES / NO

- NOTES:
- (i) Please also see the informatives included in the Schedule of Conditions.
 - (ii) Should you wish to appeal against any of the conditions please read the attached sheet which explains the procedure.
 - (iii) This decision does not convey any approval or consent which may be required under any by-laws, building regulations or under any Act other than the Town and Country Planning Act 1990 (as amended).

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

Application Ref: 13010/APP/2020/1006

SCHEDULE OF CONDITIONS

- 1 - The proposed development constitutes permitted development by virtue of the provisions of Schedule 2, Part 3, Class O of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended), as the Council has assessed the impacts of the proposal and considers that there would be no unacceptable impacts with regard to (a) transport and highways impacts of the development, (b) contamination risks on the site, (c) flooding risks on the site, and (d) impacts of noise from commercial premises on the intended occupiers of the development, subject to compliance with the stated planning conditions and obligations.
- 2 - The development hereby permitted shall not be carried out except in complete accordance with the details shown on the submitted plans, references:

Proposed Lower Ground Floor Plan;
Proposed Ground Floor Plan;
Proposed First Floor Plan;
Proposed Second Floor Plan;

and shall thereafter be retained/maintained for as long as the development remains in existence.

REASON

To ensure the development complies with the provisions of the Hillingdon Local Plan Part 1 - Strategic Policies (November 2012), Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020) and the London Plan (March 2016).

- 3 - Prior to occupation of the building, a Parking Plan shall be submitted to and approved in writing by the Local Planning Authority. These details should demonstrate:-

1. 20 car parking spaces including visitor parking with markings
2. 2 parking spaces to be assigned for use by disabled persons and marked as such
3. 4 parking spaces to be supplied with active Electric Vehicle Charging points
4. 16 parking spaces to be supplied with passive Electric Vehicle Charging points
5. 1 motorcycle parking space
6. Secure and covered cycle parking with capacity for a minimum of 20 bicycles

Thereafter, the development shall not be occupied or brought into use until the parking arrangement has been implemented in accordance with the approved plan.

REASON

To ensure adequate parking is provided and to promote sustainable modes of transport, in accordance with Policies DMT 1, DMT 2 and DMT 6 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020) and Policies 6.3, 6.9, and 6.13 of the London Plan (March 2016).

SCHEDULE OF CONDITIONS

- 4 . Prior to occupation of the building, a Parking Allocation Plan shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, the parking shall be for the residential use of the flats hereby approved and as agreed within the Parking Allocation Plan for so long as the development remains in existence.

REASON

To ensure that the residential use does not have an unacceptable impact on the local highway network or lead to a significant increase in demand for on-street parking, in accordance with Policies DMT 1, DMT 2 and DMT 6 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020) and Chapter 6 of the London Plan (March 2016).

DRAFT

SCHEDULE OF CONDITIONS

- 5 (i) The development shall not commence until a scheme to deal with contamination has been submitted to and approved by the Local Planning Authority (LPA). All works which form part of the remediation scheme shall be completed before any part of the development is occupied or brought into use unless the Local Planning Authority dispenses with any such requirement specifically and in writing. The scheme shall include all of the following measures unless the LPA dispenses with any such requirement specifically and in writing:
- (a) A desk-top study carried out by a competent person to characterise the site and provide information on the history of the site/surrounding area and to identify and evaluate all potential sources of contamination and impacts on land and water and all other identified receptors relevant to the site;
 - b) A site investigation, including where relevant soil, soil gas, surface and groundwater sampling, together with the results of analysis and risk assessment shall be carried out by a suitably qualified and accredited consultant/contractor. The report should also clearly identify all risks, limitations and recommendations for remedial measures to make the site suitable for the proposed use; and
 - (c) A written method statement providing details of the remediation scheme and how the completion of the remedial works for each phase will be verified shall be agreed in writing with the LPA prior to commencement of each phase, along with the details of a watching brief to address undiscovered contamination. No deviation shall be made from this scheme without the express agreement of the LPA prior to its implementation.
- (ii) If during remedial or development works contamination not addressed in the submitted remediation scheme is identified an addendum to the remediation scheme shall be agreed with the LPA prior to implementation; and
- (iii) Upon completion of the approved remedial works, this condition will not be discharged until a comprehensive verification report has been submitted to and approved by the LPA. The report shall include the details of the final remediation works and their verification to show that the works for each phase have been carried out in full and in accordance with the approved methodology.
- (iv) No contaminated soils or other materials shall be imported to the site. All imported soils for landscaping purposes shall be clean and free of contamination. Before any part of the development is occupied, all imported soils shall be independently tested for chemical contamination, and the results of this testing shall be submitted and approved in writing by the Local Planning Authority. All soils used for gardens and/or landscaping purposes shall be clean and free of contamination.

REASON

To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems and the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Hillingdon Local Plan: Part 2 (January 2020) Policies - DME1 11: Protection of Ground Water Resources and DME1 12: Development of Land Affected by Contamination.

SCHEDULE OF CONDITIONS

- 6 . The development must achieve the following internal noise levels:
- Indoors 35 dB LAeq,16hrs daytime (07.00 to 23.00hrs);
 - Inside bedrooms 30 dB LAeq,8hrs night-time (23.00 to 07.00hrs);
 - Inside bedrooms 45 dB LAFmax to be exceeded no more than 15 times per night-time from sources other than emergency sirens.

Prior to occupation of the first residential unit, a report must be submitted to the Council confirming that these standards (through appropriate acoustic mitigation if necessary) will be met unless otherwise agreed in writing with the Local Planning Authority. These levels (or alternative as agreed in writing with the Local Planning Authority) must be maintained as a minimum within the development throughout its lifetime.

REASON

To ensure that an acceptable level of noise can be maintained within the development in accordance with Policy EM8 of the Hillingdon Local Plan Part 1 - Strategic Policies (November 2012), Policy DMHB 11 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020) and Policy 7.15 of the London Plan (March 2016).

INFORMATIVES:

- 1 . In dealing with the application the Council has implemented the requirement in the National Planning Policy Framework to work with the applicant in a positive and proactive way. We have made available detailed advice in the form of our statutory policies from Local Plan Part 1, Local Plan Part 2, Supplementary Planning Documents, Planning Briefs and other informal written guidance, as well as offering a full pre-application advice service, in order to ensure that the applicant has been given every opportunity to submit an application which is likely to be considered favourably.
- 2 . Under the terms of the Planning Act 2008 (as amended) and Community Infrastructure Levy Regulations 2010 (as amended), this development is liable to pay the London Borough of Hillingdon Community Infrastructure Levy (CIL) and the Mayor of London's Community Infrastructure Levy (CIL). This will be calculated in accordance with the London Borough of Hillingdon CIL Charging Schedule 2014 and the Mayor of London's CIL Charging Schedule 2012. Before commencement of works the development parties must notify the London Borough of Hillingdon of the commencement date for the construction works (by submitting a Commencement Notice) and assume liability to pay CIL (by submitting an Assumption of Liability Notice) to the Council at planning@hillingsdon.gov.uk. The Council will then issue a Demand Notice setting out the date and the amount of CIL that is payable. Failure to submit a valid Assumption of Liability Notice and Commencement Notice prior to commencement of the development may result in surcharges being imposed.

The above forms can be found on the planning portal at:
www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil

Pre-Commencement Conditions: These conditions are important from a CIL liability perspective as a scheme will not become CIL liable until all of the pre-commencement conditions have been discharged/complied with.

- 3 . Advice to LPA

SCHEDULE OF CONDITIONS

We do not normally comment on or approve the adequacy of flood emergency response procedures accompanying development proposals, as we do not carry out these roles during a flood. Our involvement with this development during an emergency will be limited to delivering flood warnings to occupants/users covered by our flood warning network.

The planning practice guidance to the National Planning Policy Framework states that, in determining whether a development is safe, the ability of residents and users to safely access and exit a building during a design flood and to evacuate before an extreme flood needs to be considered. One of the key considerations to ensure that any new development is safe is whether adequate flood warnings would be available to people using the development.

In all circumstances where warning and emergency response is fundamental to managing flood risk, we advise local planning authorities to formally consider the emergency planning and rescue implications of new development in making their decisions. As such, we recommend you consult with your emergency planners and the emergency services to determine whether the proposals are safe in accordance with the guiding principles of the Planning Practice Guidance (PPG).

We have considered the findings of the flood risk assessment in relation to the likely duration, depths, velocities and flood hazard rating against the design flood for the proposal. We agree that this indicates that there will be "No danger to people". This does not mean we consider that the access is safe, or the proposals acceptable in this regard. We remind you to consult with your emergency planners and the emergency services to confirm the adequacy of the evacuation proposals.

END OF SCHEDULE

Address:

Residents Services
London Borough of Hillingdon
3 North Civic Centre, High Street, Uxbridge UB8 1UW
Tel: 01895 250230
www.hillingdon.gov.uk

GRANT OF PLANNING PERMISSION

Application Ref.No.: 13010/APP/2020/1006

SCHEDULE OF PLANS

AGL7191 Location Plan - received 26 Mar 2020

191232/FRA/RS/KL/01 Flood Risk Assessment - received 26 Mar 2020

Existing Lower Ground Floor Plan - received 26 Mar 2020

Proposed Lower Ground Floor Plan - received 26 Mar 2020

Prior Approval Planning Statement (Dated March 2020) - received 26 Mar 2020

Draft Unilateral Undertaking - received 26 Mar 2020

Proposed Ground Floor Plan - received 26 Mar 2020

Proposed Second Floor Plan - received 26 Mar 2020

Proposed First Floor Plan - received 26 Mar 2020

DATED

27th May

2020

NFAG LIMITED

and

HOWARTH HOMES PLC

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**

71 AND 73 COWLEY ROAD, UXBRIDGE UB8 2AE

**Planning Application Reference Number. 13010/APP/2020/1006
SIGNED IN COUNTERPART**

Attn: Kerrie Munro
Planning & Corporate Team
Legal Services
London Borough of Hillingdon
Civic Centre
High Street
Uxbridge
Middlesex
Ref: 3E/04/KM/16874

THIS PLANNING OBLIGATION BY DEED is dated

27th May 2020

and is **GIVEN BY:**

- (1) **NFAG LIMITED** (Company Registration Number 05989704) a company incorporated in England and Wales whose registered office is situated at Frays Court, 71 Cowley Road, Uxbridge, Middlesex UB8 2AE ("the Owner "); and
- (2) **HOWARTH HOMES PLC** (Company Registration Number 02274807) a company incorporated in England and Wales whose registered office is situated at Waterside House, 20 Riverside Way, Uxbridge, Middlesex UB8 2YF ("the Applicant")

TO:

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 AGL7191 at Land Registry.
- D The Applicant has entered into a contract dated 21 February 2020 with the Owner to acquire the Site.
- E On 26th March 2020 the Applicant submitted the Planning Application to the Council for permission to develop the Land for the purposes and in the manner described in the Planning Application and approved plans.
- F The Applicant intends to develop the Land pursuant to the Planning Permission.

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 (as amended)
"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 of the Act forming part of the Development begins to be carried out other than (for the purposes of this Undertaking and for no other purpose): • demolition works; • site clearance; • ground investigations; • temporary access construction works • erection of any fences and hoardings around the Property and "Commence" and "Commencement" shall be construed accordingly;
"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;
"Development"	Prior Approval with Unilateral Undertaking - Change of use from offices (Use Class

	B1a) to residential (Use Class C3) to accommodate 19 residential units (Application for Prior Approval under Schedule 2, Part 3, Class O of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended)) in accordance with the Prior Approval Planning Application Reference Number 13010/APP/2020/1006 Schedule 1 ;
"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;
"Flood risk assessment (FRA) or Drainage Contribution"	means the £28,000 (twenty eight thousand pound) contribution which includes a full and detailed topographical survey of Cowley Road, surface water flooding depths plan and an evacuation plan. The contribution will be used towards the cost of providing public highway/drainage improvement works in the vicinity of the Land; in accordance with Schedule 2 ;
"Form PO1"	means the form in the substantial format set out in Appendix 1 ;
"Interest"	means interest at 4% above the base lending rate of HSBC Bank PLC from time to time;
"Implementation"	means any operation as defined in section 56 of the 1990 Act, but not

	including archaeological investigations, demolition, remediation, site clearance, site preparation or surveys;
"Land"	means all the land and buildings at Frays Court 71-73 Cowley Road Uxbridge Middlesex UB8 2AE which is in the freehold ownership of the Owner and is registered at the Land Registry under Title No. AGL7191 and is shown for identification purposes edged in red on the Plan annexed to this Undertaking;
"Parking Permit"	means a resident's parking permit issued by the Council (which for the avoidance of doubt does not include a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970) in accordance with Schedule 3 ;
"Prior Approval Application"	means the application for Prior Approval with Unilateral Undertaking - Change of use from offices (Use Class B1a) to residential (Use Class C3) to accommodate 19 residential units (Application for Prior Approval under Schedule 2, Part 3, Class O of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended));
"Prior Approval Decision"	means the prior approval to be granted

	pursuant to the Prior Approval Application in the substantial form set out in Appendix 3 ;
"Prior Approval Reference"	means the planning application reference number 13010/APP/2020/1006
"Plan"	means the Plan attached to this Deed at Appendix 2 ;
"Project Management & Monitoring Fee Contribution"	means Project Management & Monitoring Contribution- equal to 5% of the total cash contributions. Details shall be in accordance with the Council Planning Obligations Supplementary Planning Document 2014
"Specified Date"	means the date upon which an obligation arising under this Deed is due to be performed;
"Undertaking"	means this Deed
"VAT"	means Value Added Tax

- 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 or the Applicant 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 Applicant 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 Applicant 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 2 of the Local Government Act 2000 and section 16 of the Greater London Council (General Powers) Act 1974 to the intent that it will bind the Owner and the Applicant and their successors in title to the Land.
- 2.2 The covenants, restrictions and requirements imposed upon the Owner and the Applicant 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 this Undertaking are subject to and conditional upon the grant of the Planning Permission; and
- 3.2 ____ This Undertaking cannot be amended or discharged without the prior consent in writing of the Owners and the Council.

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 and/or the Applicant 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 and/or Applicant.
- 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 Applicant 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

- 5.1 The Owner and the Applicant covenant with the Council so as to bind the Land to observe and perform the obligations contained in clause 5.2 and Schedules 2 and 3.
- 5.2 Prior to Commencement of the Development the Owner and/or the Applicant will pay to the Council the Project Management and Monitoring Sum.

6. REGISTRATION OF UNDERTAKING

- 6.1 The Owner and the Applicant recognize and agree that covenants in this Undertaking shall be treated and registered:
- (a) As local land charges for the purposes of the Local Land Charges Act 1975; and
 - (b) In the Charges Register of Title No AGL7191 at the Land Registry.
- 6.2 The Owner and the Applicant shall as soon as reasonably practicable after the completion of this Undertaking at their own cost do or concur in doing all things necessary to enable an entry of this Undertaking to be made in the Charges Register of the above title number of the Land and following the making of such entry shall furnish the Council's Borough Solicitor with a certified copy of the title information document relating to the said title in order that the Council may satisfy themselves that such entry has been made.
- 6.3 If the Owner and/or the Applicant fails to make the application referred to in clause 6.2 above the Council shall (without prejudice to any other right) be entitled to register the Undertaking and recover the expenses incurred in doing so from the Owner and the Applicant hereby covenant with the Council to do or concur in doing all things necessary or advantageous to enable such entries to be made.

7. RIGHT OF ACCESS

- 7.1 Without prejudice to the Council's statutory rights of entry the Owner and the Applicant 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.

8. ARBITRATION

- 8.1 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 21 days by an arbitrator to be appointed at the request of any party by the President of The Royal Institute 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.

- 8.2 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.

9. 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.

10. NOTICES

- 10.1 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;

- 10.2 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) to the Owner at Frays Court, 71 Cowley Road, Uxbridge, Middlesex UB8 2AE; and
- c) to the Applicant at Waterside House, 20 Riverside Way, Uxbridge UB8 2YF.

11. FORM PO1

- 11.1 Upon Commencement of the Development the Applicant shall immediately notify the Council by completing and sending Form PO1 to the Council addressed to the Director of Planning, Environment, Education and Community Services, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW and shall cite the Section 106 Reference.

12. CHANGE IN OWNERSHIP

- 12.1 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.

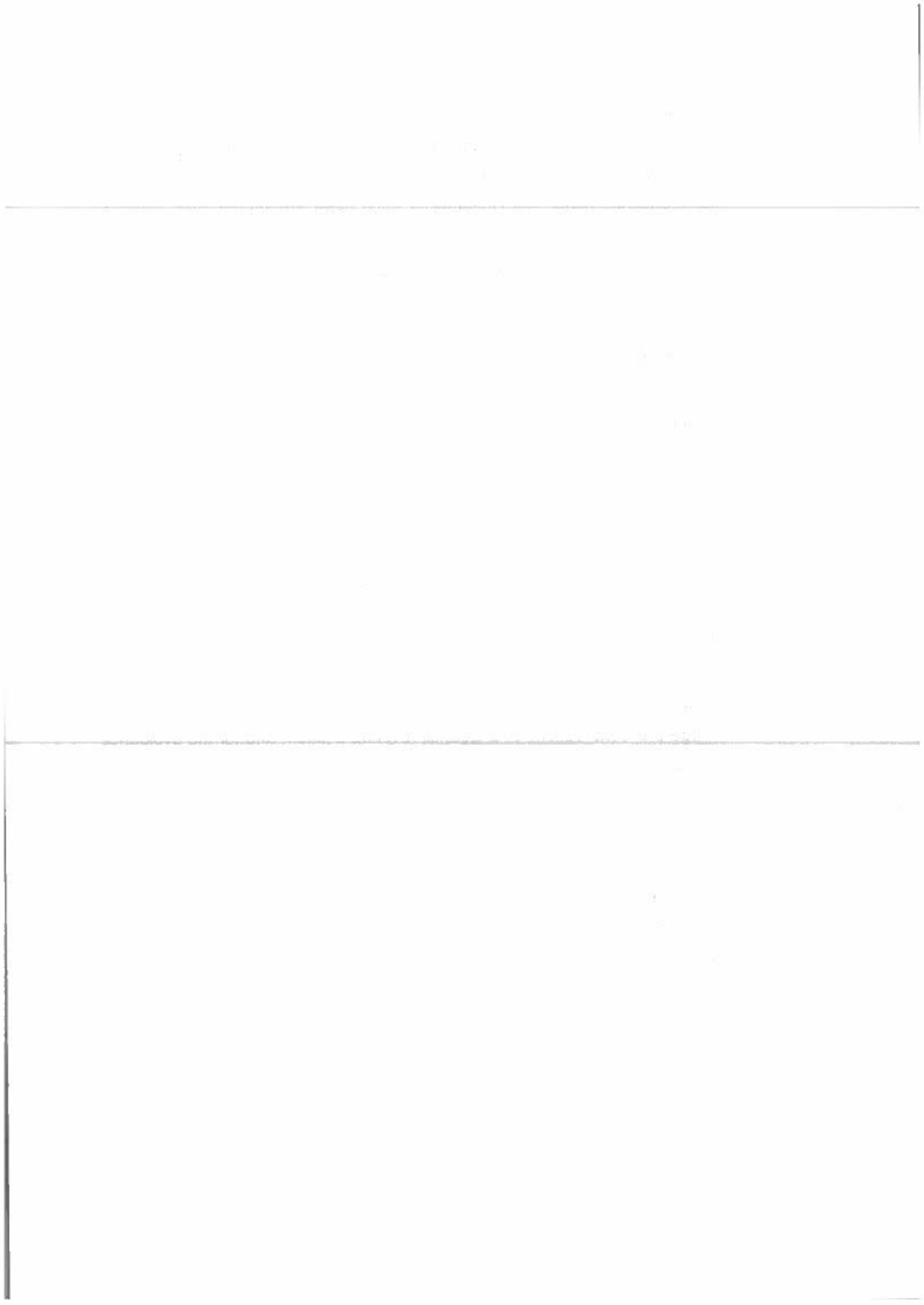
13. CONTRIBUTIONS

- 13.1 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 10 above;
 - (b) The Council may retain any unexpended balance of the Contributions where this amounts to less than £10,000 for any other relevant purpose(s) related 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.

14. INDEX LINKING

The Owner and the Applicant agree with the Council that any sums payable by the Owner and/or the Applicant 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.

15. INTEREST

- 15.1 All costs, payments and expenses payable to the Council under this Undertaking shall bear interest at the rate of 4% above the base rate of HSBC Bank PLC from time to time being charged from the date such payment is due until the payment is received by the Council.

16. VAT

- 16.1 All consideration given in accordance with the terms of this Undertaking shall be exclusive of any VAT properly payable in respect thereof.
- 16.2 The Owner and the Applicant hereby acknowledge and agree 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 Applicant and the VAT shall be paid accordingly.

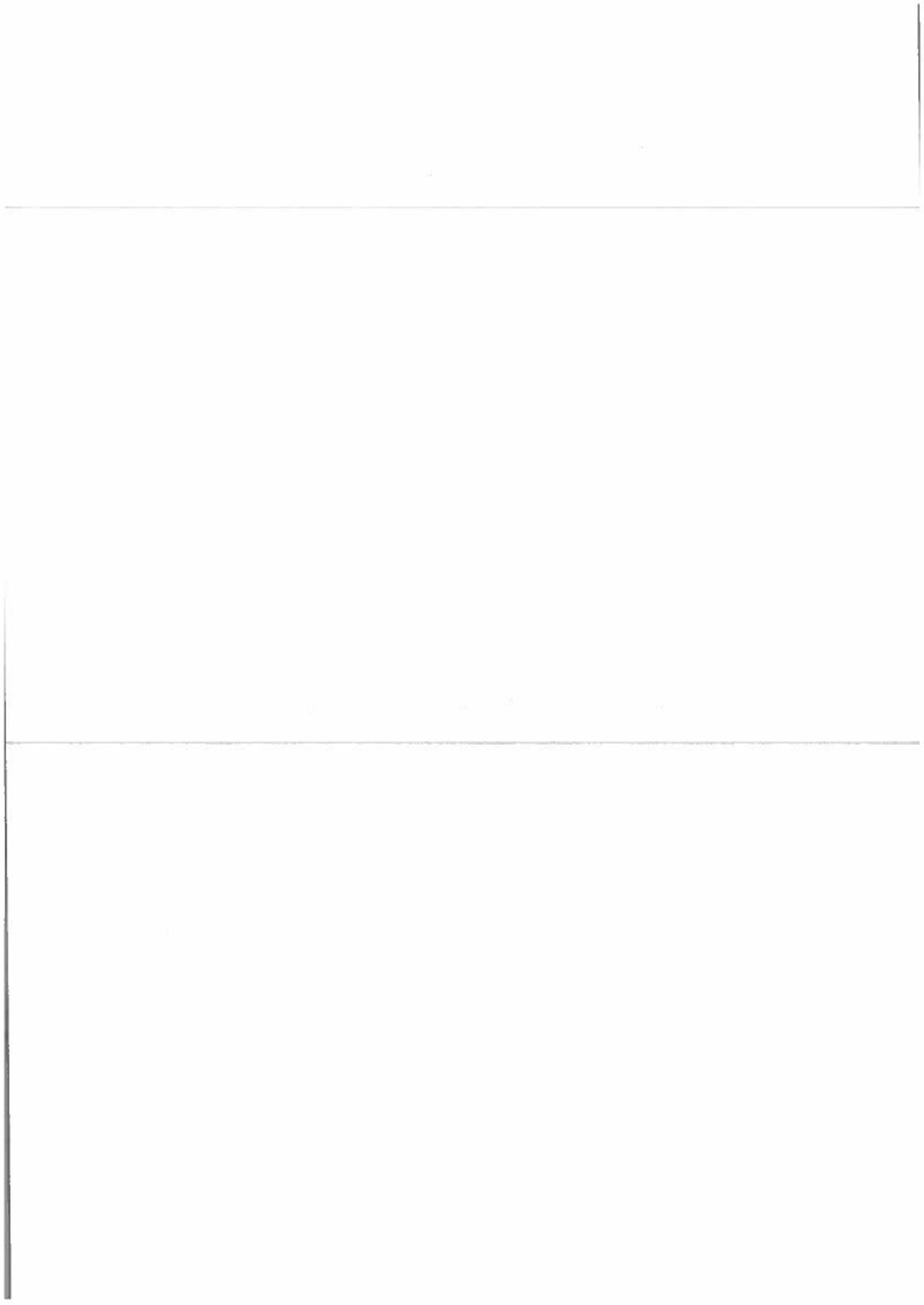
17. JURISDICTION

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

18. COUNTERPART

This Deed may be executed in any number of counterparts, each of which when executed shall constitute a duplicated original, but all the counterparts shall together constitute the one agreement.

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



SCHEDULE 1
DEVELOPMENT

1. Prior Approval with Unilateral Undertaking - Change of use from offices (Use Class B1a) to residential (Use Class C3) to accommodate 19 residential units (Application for Prior Approval under Schedule 2, Part 3, Class O of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended)) in accordance with the Planning Application Reference Number 13010/APP/2020/1006;
2. Section 106 of the Town and Country Planning Act 1990 (as amended) by way of Unilateral Agreement;
3. The obligations for Flood risk assessment, which includes a full and detailed topographical survey of Cowley Road, surface water flooding depths plan and an evacuation plan and Project Management & Monitoring Fee equal to 5% of the total cash contributions. Details shall be in accordance with the Council Planning Obligations Supplementary Planning Document 2014

SCHEDULE 2
DRAINAGE CONTRIBUTION

The Owner and the Applicant hereby covenant with the Council as follows:

1. Prior to Commencement of the Development to pay to the Council the Drainage Contribution of £28,000 (twenty eight thousand pounds); and
2. Not to commence or cause or allow or permit to be commenced, any part of the Development before the Drainage Contribution is paid.

SCHEDULE 3
RESIDENTIAL PARKING PERMITS

The Owner hereby covenants and agrees with the Council as follows:-

1. Upon completion of this Deed not to apply to the Council for a Parking Permit in respect of any Dwelling nor to knowingly permit any owner or occupier of the Dwelling to apply to the Council for a Parking Permit and if such a permit is issued in respect of the Dwelling it shall be surrendered to the Council within seven (7) days of written demand.
2. That all material used for advertising or marketing the Dwellings for letting or sale will notify prospective owners and occupiers that they will not be entitled to apply for a Parking Permit.
3. That in respect of every freehold transfer or lease granted assigned transferred or otherwise provided in respect of the Dwelling the following covenant shall be imposed (or a covenant of substantially the same nature in respect of any tenancy agreement licence or other instrument entitling Occupation of the Dwelling):

"the transferee/lessee for himself and his successors in title being the owner or owners for the time being [of [plot No. []]/the terms of years hereby granted] hereby covenant with the transferor/lessor and separately with the Mayor and Burgesses of the London Borough of Hillingdon ("the Council") not to apply for nor knowingly permit an application to be made by any person residing in the premises to the London Borough of Hillingdon for a parking permit (save for the display of badges on motor vehicles used by disabled persons issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 as amended) and if such a permit is issued then it shall be surrendered within seven (7) days of written request to do so from the Council and this covenant shall also be enforceable by the Council under the Contracts (Rights of Third Parties) Act 1999, section 1"

APPENDIX 1

PO1 FORM

TO: DIRECTOR OF PLANNING, ENVIRONMENT, EDUCATION AND
COMMUNITY SERVICES
LONDON BOROUGH OF HILLINGDON
CIVIC CENTRE 3N/04 HIGH STREET UXBRIDGE MIDDLESEX UB8 1UW

FORM PO1

SECTION 106 LEGAL AGREEMENT

SITE ADDRESS:

PLANNING REFERENCE:

DESCRIPTION OF DEVELOPMENT:

DATE OF COMMITTEE AUTHORISATION:

SECTION 106 OBLIGATIONS:

DATE OF IMPLEMENTATION OF DEVELOPMENT: _____

SECTION 106 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

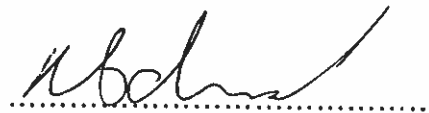
APPENDIX 2
SITE PLAN

APPENDIX 3
"PRIOR APPROVAL DECISION"

Executed as a Undertaking by)

NFAG LIMITED)

By a Director in the presence of:-)



Director

Witness signature *Claire Edwards*

Witness name CLAI RE EDWARDS

Witness address 20 GRANGE ROAD, AMPTHILL, MK45 2PA

Witness occupation ACCOUNTANT

Executed as a Undertaking by)

HOWARTH HOMES PLC)

By a Director in the presence of:-)

.....

Director

Witness signature

Witness name

Witness address

Witness occupation

