

DATED

9th May 2023

**STATEMENT OF INTENT IN RELATION TO LAND AT FORMER
MAPLE AND POPLAR DAY CENTRE, MAPLE ROAD, HAYES**

between

COUNCIL OF THE LONDON BOROUGH OF HILLINGDON

THIS STATEMENT OF INTENT is dated

9th MAY 2023

and is made

BY:

THE LONDON BOROUGH OF HILLINGDON of the Civic Centre,
High Street, Uxbridge, Middlesex, UB8 1UW acting in its capacity as land owner
("the Owner")

1.1 BACKGROUND

- A** The Owner acting in its capacity as land owner has the freehold interest in the Land registered under TITLE NO. NGL272059 at the Land Registry.
- B** On **01/02/2018** the Owner 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.
- C** The Council resolved at its Majors Committee meeting on **23/05/2018** to delegate authority to determine the Planning Application to the Head of Planning, Green Spaces and Construction subject to the prior completion of the requisite Statement of Intent with Required Section 106 Agreement. The Council completed a Statement of Intent in relation to planning application 43762/APP/2018/396 ("the Original Statement of Intent") (annexed hereto).
- D** On 21/11/2022 the owner submitted application 43762/APP/2022/3588 ("the S.96A Application") to the Council for permission to develop the Land for the purposes and in the manner described in the Planning

Application. The application consisted of a minor material amendment for amendments to conditions 2,3,6 and 20 of the Planning Application.

- E The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Land and considers that in the interests of the proper planning of its area the development of the Land ought to only be permitted subject to the terms of the Statement of Intent as amended by the terms of this Deed.

(A)

AGREED TERMS

2. INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

2.1 Definitions:

Original Statement of Intent: the statement of intent made by the Council and in relation to planning application 43762/APP/2018/396.

2.2 Unless the context otherwise requires, all words and phrases defined in the Original Agreement shall have the same meaning in this deed.

2.3 Clause headings shall not affect the interpretation of this deed.

2.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 2.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 2.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 2.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 2.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 2.10 Unless the context otherwise requires, references to clauses are to the clauses of this deed.
- 2.11 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2.12 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

3. VARIATIONS TO THE ORIGINAL STATEMENT OF INTENT

- 3.1 Appendix 4 The Required S.106 Agreement shall be amended as follows:
- 3.2 The definition of Carbon Emission Contribution at Paragraph 1 Definitions and Interpretation of The Required S.106 Agreement shall be deleted and replaced with the following:

"Carbon Offset Contribution"	means the Index Linked sum of sixty-seven thousand two hundred and sixty[pounds] (£67,260.00) referred to in Schedule 7 as a contribution to be used by the Council towards the provision of offsite carbon reduction measures to mitigate the Development;
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3.3 In all other respects the Original Agreement (as varied by this deed) shall remain in full force and effect.

4. COVENANTS TO THE COUNCIL

The Owner covenants to observe and perform the covenants, restrictions and obligations contained in the Statement of Intent as varied by this deed.

5. LOCAL LAND CHARGE

This deed shall be registered as a local land charge.

6. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

The common seal of COUNCIL OF THE
LONDON BOROUGH OF HILLINGDON
(acting as local planning authority) was
affixed to this document in the presence of:


Member of Council

Authorised signatory



The common seal of COUNCIL OF THE
LONDON BOROUGH OF HILLINGDON
(acting as Owner) was affixed to this
document in the presence of:


Member of Council

Authorised signatory



