

reg on 205101704  
1010

From: CHIEF EXECUTIVE'S OFFICE  
Legal Services

To: ENVIRONMENTAL SERVICES  
Attn: Local Land Charges (3W09)

Location: 3E04 Extn: 3861

My ref: 3E04/HT/S106/90982

Your ref:

Date: 30th March 2004

**RE: DEED PURSUANT TO SECTION 106 OF THE TOWN & COUNTRY  
PLANNING ACT 1990, ETC.  
LAND TO THE SOUTH OF BUCHAN CLOSE COWLEY MIDDLESEX  
DATED: 29th March 2004**

I should be grateful if the Land Charges Clerk would arrange for the attached agreement to be registered in the Local Land Charges Register at his/her earliest convenience. On completion of the registration please countersign below and return this top copy

I CONFIRM THAT THE AGREEMENT WAS REGISTERED IN THE LOCAL LAND  
CHARGES REGISTER

ON THE ~~28-9-05~~ 2004

SIGNED: K Johnson

  
PP Humphrey Tapper  
Locum Lawyer  
Environment and Property

Enc. Agreement

DATED

29<sup>th</sup> March

2004

**ANNINGTON PROPERTY LIMITED**

and

**THE LAW DEBENTURE TRUST CORPORATION PLC**

and

**THE LONDON BOROUGH OF HILLINGDON**

---

**AGREEMENT UNDER SECTION 106  
OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ASSOCIATED POWERS  
RELATING TO THE DEVELOPMENT OF LAND AT**

**Land to the South of Buchan Close Cowley Middlesex**

---

Environment and Property Team  
Attn: H J Tapper  
London Borough of Hillingdon  
Civic Centre  
High Street  
Uxbridge  
Middlesex  
Ref: (3E/04)HT/S106/694/90982  
Tel: 01895-250861

**THIS PLANNING OBLIGATION BY AGREEMENT** is dated 27th March 2004

And is made **BETWEEN:**

- (1) **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW ("the Council")
- (2) **ANNINGTON PROPERTY LIMITED** (Company Registration Number 03232852) whose registered office is at 1 James Street, London W1U 1DR (the "Owner")
- (3) **THE LAW DEBENTURE TRUST CORPORATION PLC** (Company Registration Number 01675231) whose registered office is at the Fifth Floor, 100 Wood Street, London EC2V 7EX ("the Mortgagee")

## **BACKGROUND**

- A The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 (as amended) ("TCPA 1990") in respect of the Land (as defined below) and by whom the obligations in this Agreement are enforceable.
- B The Owner has the Freehold interest in the Land.
- C The Owner has the Leasehold interest in the Land being for a period of 999 years from 5 November 1996.
- D The Leasehold interest in the Land is charged to the Mortgagee who has agreed to enter into this Agreement.
- E On 26 March 2003 the Planning Application (as defined below) was submitted to the Council for permission to develop the Land for the purposes and in the manner described in the application.
- F The Council resolved at its Uxbridge Planning Sub-Committee meeting on 19 August 2003 to delegate authority to determine the Planning Application to the Head of Planning and Transportation subject to the completion of this Agreement.
- G The Council considers and the Owner accepts that the Development should not take place without the Owner entering into the obligations contained in this Agreement.

H The Mortgagee has agreed to be party to this agreement and consents to the Planning Obligations in the Agreement binding the Land.

**IT IS AGREED AS FOLLOWS:-**

**1. INTERPRETATION**

1.1 In this Agreement, unless the context otherwise requires:

"the Charge" means the legal charges dated 5 November 2001 between the Owner and the Mortgagee;

"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 Agreement;

"the Development" means the development authorised by the Planning Permission and Reserved Matters Application as approved;

"the Education Contribution" means the education contribution referred to in the Schedule towards the costs of providing educational places and facilities within the London Borough of Hillingdon;

"Form PO1" means a form in the substantial form set out in Appendix 1;

"Index" the index of Retail Prices (All Items) published by the Office for National Statistics;

|                                    |                                                                                                                                                                                                       |
|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Implementation"                   | means any operation as defined in section 56 of the TCPA 1990, but not including archaeological investigations, demolition, remediation, site clearance, site preparation or surveys;                 |
| "the Land"                         | means part of the land which is registered at H M Land Registry under Freehold Title No. MX123821 and Leasehold Title No. AGL54334 and is shown for identification purposes edged in red on the Plan; |
| "the Plan"                         | means the Plan numbered 1 set out in Appendix 2;                                                                                                                                                      |
| "the Planning Application"         | means the application for outline planning permission under the Council's reference number 58254/APP/2003/783;                                                                                        |
| "the Planning Permission"          | the outline planning permission to be granted pursuant to the Planning Application in the substantial form set out in Appendix 3;                                                                     |
| "the Reserved Matters Application" | any eventual application or applications for approval of reserved matters made to the Council pursuant to the Planning Permission;                                                                    |

"the Specified Date"

means the date upon which an obligation arising under this Agreement is due to be performed;

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 Agreement to any statute or statutory provision includes a reference to:

1.3.1 that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated whether before or after the date of this agreement; and

1.3.2 all statutory instruments or orders made pursuant to it.

1.4 Unless the context otherwise requires, reference to any clause, sub-clause or schedule or appendix is to a clause, sub-clause, schedule or appendix (as the case may be) of or to this Agreement.

1.5 The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

1.6 Where the context so requires references to any party shall include the successors in title to that party.

1.7 Where a party includes more than one person, any obligations of that party shall be joint and several.

1.8 This Agreement may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

## **2. LEGAL EFFECT**

2.1 This Agreement is made pursuant section 106 of the TCPA 1990, section 111 of the Local Government Act 1972, section 16 of the Greater London Council (General Powers)

Act 1974, to the intent that (subject to clause 2.11) it will bind the Owner and the Mortgagee and their successors in title.

- 2.2 This Agreement contains a planning obligation made pursuant to section 106 of the TCPA 1990 Act which is enforceable by the Council and which binds each and every part of the Land.
- 2.3 Nothing contained or implied in this Agreement shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority and its 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 Agreement.
- 2.4 Subject to clause 13.2 if any provision in this Agreement shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired.
- 2.5 The failure by any party to enforce at any time or for any period any one or more of the terms and/or obligations of this Agreement including those contained in any Schedule shall not be a waiver of those terms and/or obligations or of the right at any time subsequently to enforce all terms of this Agreement.
- 2.6 Nothing in this Agreement shall be construed as a grant of planning permission.
- 2.7 Unless expressly agreed other wise in this Agreement the covenants in this Agreement shall be enforceable without any limit of time against the Owner and any successors in title and assigns of the Owner or any person claiming title through or under the Owner to the Land or any part 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.
- 2.8 The relevant period for the purposes of section 106A of the TCPA 1990 shall be five years commencing upon the date of this Agreement and accordingly no application shall be made for any modification or discharge of a planning obligation contained in this Agreement under the said section 106A before the expiration of the relevant period without the consent of the Council.
- 2.9 The Schedule to this Agreement is and shall be construed as being part of this Agreement.

- 2.10 Neither the Owner nor any of its successors in title nor any person deriving title from or under them shall be liable for any default or breach of the obligations contained in this Agreement in respect of the whole or part of the Land to which the obligation relates in which it has at the time of the default or breach no legal interest but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.

**3. THE OWNER'S PLANNING OBLIGATIONS**

The Owner covenants with the Council so as to bind the Land to observe and perform the obligations contained in clause 4 and the Schedule.

**4. COSTS**

- 4.1 The Owner shall on the execution of this Agreement pay the Council's costs incurred in the negotiation, preparation and settlement of this Agreement in the sum of three thousand and four hundred and seventy nine pounds (£3,479.00).

- ~~4.2 On the Implementation of the Planning Permission the Owner will pay to the Council a sum~~  
being no more than 3% of the value of contributions for specified requirements to project manage and oversee.

- 4.3 The Owner will pay to the Council a sum equivalent to 2% of the value of contributions incurred at its discretion in administering, monitoring, and reviewing this agreement.

- 4.4 For the avoidance of doubt sums payable under the clauses 4.2 and 4.3 shall be in addition to the costs referred to in clause 4.1.

**5. REGISTRATION OF AGREEMENT**

- 5.1 The covenants in this Agreement shall be treated and registered as a local land charges for the purposes of the Local Land Charges Act 1975.

- 5.2 Where in the opinion of the Owner the provisions of the Agreement have been fully completed and satisfied the Owner shall be entitled to make an application to the Council for written confirmation of this and if the Council is satisfied that the Agreement has been fully completed and satisfied the Council shall provide written confirmation (if requested to do so) and the Council shall as soon as reasonably practicable remove the Agreement from the Register of Local Land Charges.



**6. MORTGAGEE'S CONSENT**

The Mortgagee consents to the Owner entering into this Agreement and acknowledges that the Land shall be bound by the terms and obligations contained in this Agreement and should the Mortgagee become a Mortgagee in possession of the Land or any part of the Land the Mortgagee agrees to be bound by the provisions of this Agreement and the Mortgagee further agrees that it will not carry out or procure the Development or any part of the Development without performing and observing the terms and obligations contained in this Agreement.

**7. ARBITRATION**

All disputes, differences or questions arising out of this Agreement 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 Law Society of England and Wales having due regard to any representations made to him as to the appropriate qualifications of such arbitrator. 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.

**8. THIRD PARTIES**

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not, give any person who is not party to it any right to enforce any of its provisions.

**9. NOTICES**

Any notice or other written communication given pursuant to this Agreement shall be in writing and shall be sent by pre-paid registered or recorded delivery post to the other party at the address stated in this Agreement or such other address stated in this Agreement or such other address as may be specified by the parties by notice from time to time. Any such

notice shall be deemed to have been served at the expiration of 3 working days after it has been posted. In proving such service it shall be sufficient to show that the envelope containing the notice was properly addressed and posted.

10. **FORM PO1**

Within 5 working days of Implementation of the Planning Permission the Owner shall immediately notify the Council by completing and sending Form PO1 to the Council addressed to the Head of Planning and Transportation, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW.

11. **REASONABLENESS**

Save as otherwise expressly provided in this Agreement, any agreement, approval, certificate, consent or expression of satisfaction to be given by any party under this Agreement shall be given in writing and will not be unreasonably withheld or delayed.

12. **CONTRIBUTIONS**

Payment of any contributions required by this Agreement shall be made on the following basis:

- (a) Any contributions due under this Agreement shall be delivered to the Council at the address specified in clause 10;
- (b) upon receipt of the contribution the Council shall deposit the funds in an interest bearing account of its own choosing and all interest (less tax if payable and reasonable administrative costs or fees) shall be credited to the account; and
- (c) the principle and interest shall be applied by the Council towards the purposes specified in the relevant schedule (unless agreed otherwise with the Owner PROVIDED THAT if any part of such funds are not expended for such purposes at the expiration of 7 years when cleared funds are received by the Council or when form PO1 is actually received by the Council (whichever is the later) the unexpended balance, together with any interest, in the account less any tax and

reasonable administrative costs incurred by the Council shall be repaid to whoever made the contribution.

**13. CONDITION PRECEDENT**

- 13.1 Subject to clause 4.1 (which shall take effect immediately upon completion of this Agreement) this Agreement is conditional and shall only take effect upon:
- (a) the date upon which the Council grants Planning Permission; and
  - (b) the date upon which the Owner Implements the Planning Permission.
- 13.2 If the Planning Permission is quashed or revoked or (without the consent of the Owner or its successors in title) is modified by any statutory procedure or expires or prior to Implementation this Agreement shall for all purposes be deemed to be void.

**14. INDEX LINKING**

The Owner agree with the Council that any sums payable by the Owner under this Agreement 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 Agreement;
- (c) C is the Index for the month 2 months before the Specified Date;
- (d) D is the Index for the month 2 months before the date of this Agreement;
- (e) For the avoidance of doubt C/D shall always be equal to or greater than 1.

**15. INTEREST**

The Owner agrees with the Council that where any payment or part payment which the Owner is obliged to pay to the Council pursuant to this Agreement is not paid on the Specified Date, then (but without prejudice to any other right of the Council) interest at 4% above the base rate of HSBC Bank PLC from time to time calculated on a daily basis shall be paid by the Owner to the Council on and in addition to the outstanding balance of the payment from the date on which the payment or part payment became due to the actual receipt by the Council.

## SCHEDULE

### EDUCATION CONTRIBUTION

The Owner covenants with the Council that:

1. Within five working days of Implementing the Planning Permission to pay to the Council the Education Contribution and not to occupy or cause, or allow to be occupied, any part of the Development before the Education Contribution is paid.
2. The Education Contribution shall be determined by the Council on approval of the Reserved Matters Application showing the number and type of dwelling units to be built on the Land in accordance with the Planning Permission and shall be in accordance with the formula contained at paragraph 3 below.
3. The Education Contribution shall be calculated by the School Places Contribution formula that follows:
  1. The School Places Contribution shall be the sum of £11,000.00 x Total Secondary Child Yield.
  2. The Total Secondary Child Yield shall be the sum of the Affordable Housing Child Yield as defined below and the Open Market Housing Child Yield as defined below less any Site Clearance Credit as defined below multiplied by 0.3125.
  3. In this Schedule the Site Clearance Credit shall be an amount (if any) which equates to any reduction in child yield as a result of the demolition of any dwellings on the Land caused by the Development and for the purposes of calculating such yield the provisions of paragraphs 4 and 5 below shall apply *mutatis mutandis*.
  4. Affordable Housing Child Yield is the notional number of children produced by applying the formula:

$$((A2 \times 0.657) + (A3 \times 0.810) + (A4 \times 1.341))$$

where –

A2 is the number of 2 bedroom Affordable Housing Units comprised within the Development

A3 is the number of 3 bedroom Affordable Housing Units comprised within the Development

A4 is the number of 4 or more bedroom Affordable Housing Units comprised within the Development.

"Affordable Housing Unit" means a dwelling unit to be erected on the Land as part of the Development by the Owner which are accessible to people whose incomes are insufficient to enable them to afford adequate housing locally in the open market.

5. Open Market Housing Child Yield is the notional number of children produced by applying the formula:

$$((M2 \times 0.493) + (M3 \times 1.113) + (M4 \times 1.911))$$

---

where –

M2 is the number of 2 bedroom Open Market Housing Units comprised within the Development

M3 is the number of 3 bedroom Open Market Housing Units comprised within the Development

M4 is the number of 4 or more bedroom Open Market Housing Units comprised within the Development.

"Open Market Housing Unit" means a dwelling unit to be erected on the Land as part of the Development by the Owner and sold or rented at arms length value on the open market.

## APPENDIX 1

Form PO1 attached hereto

TO: HEAD OF DEVELOPMENT CONTROL  
ENVIRONMENTAL SERVICES  
LONDON BOROUGH OF HILLINGDON  
CIVIC CENTRE 3N/04 HIGH STREET UXBRIDGE MIDDLESEX UB8 1UW

FORM PO1

**SECTION 106/278 LEGAL AGREEMENT**

**SITE ADDRESS:** Land to the South of Buchan Close being 1 to 9 and 11 Boulmer Road, 1 to 7 Patrington Close and 1 to 25 Buchan Close, Cowley

**PLANNING REFERENCE:** 58254/APP/2003/783

**DESCRIPTION OF DEVELOPMENT:** Residential Development (outline application)

**DATE OF COMMITTEE AUTHORISATION:** Uxbridge Planning Committee 19 August 2003

**SECTION 106 OBLIGATIONS:** 1) The Provision of an Education Contribution

**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)

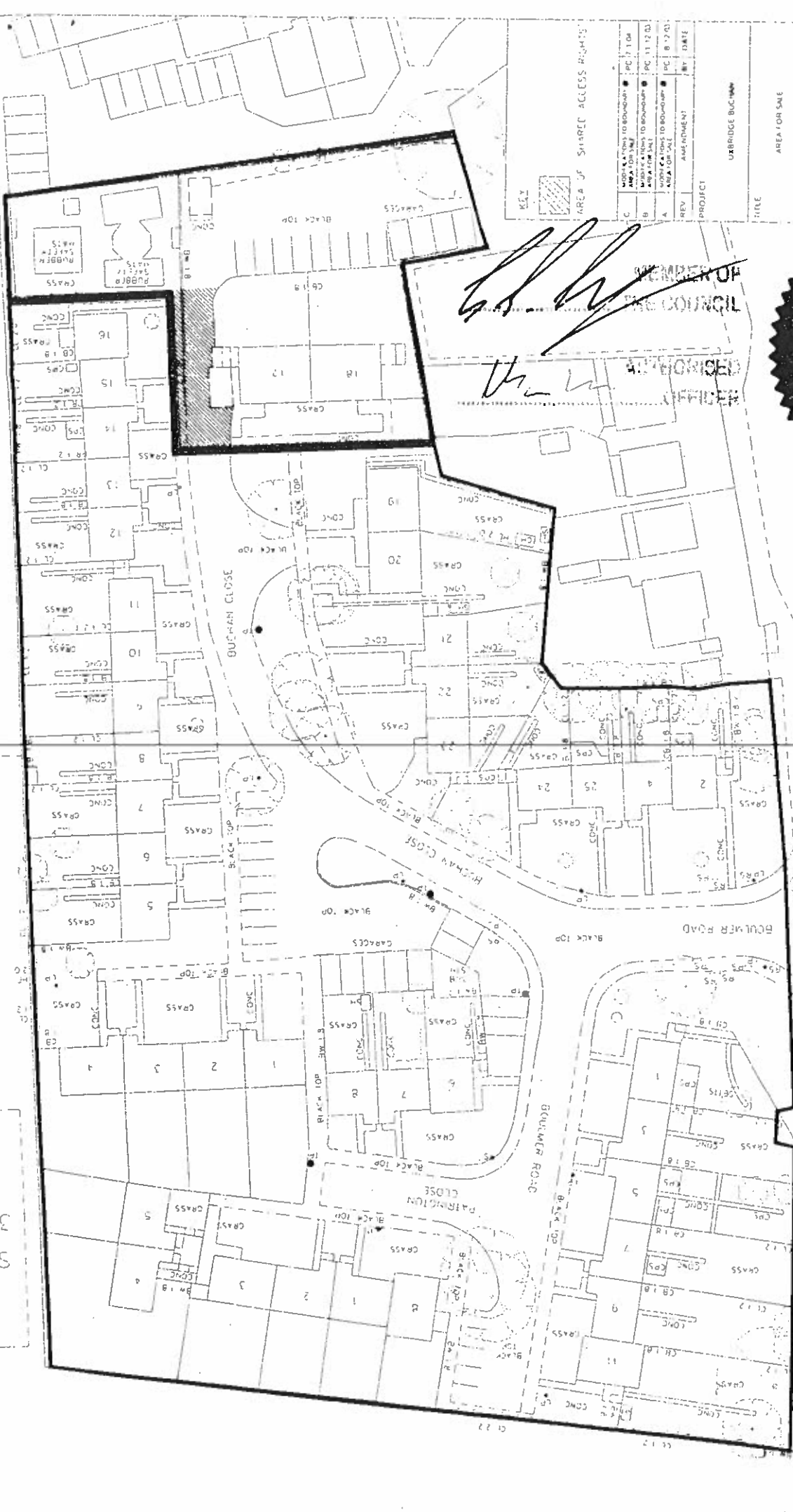
INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS

YES/NO

## APPENDIX 2

The Plan attached hereto





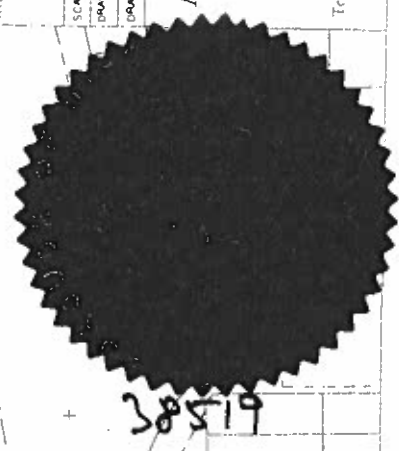
*[Signature]*  
MEMBER OF THE COUNCIL  
*[Signature]*  
AUTHORIZED OFFICER

| REV | AMENDMENT            | BY       | DATE |
|-----|----------------------|----------|------|
| 1   | ADDITION TO BOUNDARY | PC 11 04 |      |
| 2   | ADDITION TO BOUNDARY | PC 11 04 |      |
| 3   | ADDITION TO BOUNDARY | PC 11 04 |      |
| 4   | ADDITION TO BOUNDARY | PC 11 04 |      |
| 5   | ADDITION TO BOUNDARY | PC 11 04 |      |
| 6   | ADDITION TO BOUNDARY | PC 11 04 |      |
| 7   | ADDITION TO BOUNDARY | PC 11 04 |      |
| 8   | ADDITION TO BOUNDARY | PC 11 04 |      |
| 9   | ADDITION TO BOUNDARY | PC 11 04 |      |
| 10  | ADDITION TO BOUNDARY | PC 11 04 |      |
| 11  | ADDITION TO BOUNDARY | PC 11 04 |      |
| 12  | ADDITION TO BOUNDARY | PC 11 04 |      |
| 13  | ADDITION TO BOUNDARY | PC 11 04 |      |
| 14  | ADDITION TO BOUNDARY | PC 11 04 |      |
| 15  | ADDITION TO BOUNDARY | PC 11 04 |      |
| 16  | ADDITION TO BOUNDARY | PC 11 04 |      |
| 17  | ADDITION TO BOUNDARY | PC 11 04 |      |
| 18  | ADDITION TO BOUNDARY | PC 11 04 |      |
| 19  | ADDITION TO BOUNDARY | PC 11 04 |      |
| 20  | ADDITION TO BOUNDARY | PC 11 04 |      |
| 21  | ADDITION TO BOUNDARY | PC 11 04 |      |
| 22  | ADDITION TO BOUNDARY | PC 11 04 |      |
| 23  | ADDITION TO BOUNDARY | PC 11 04 |      |
| 24  | ADDITION TO BOUNDARY | PC 11 04 |      |
| 25  | ADDITION TO BOUNDARY | PC 11 04 |      |

|                           |                 |
|---------------------------|-----------------|
| SCALE 1:500               | ORIGIN SHEET A3 |
| DRAWING NO. (0000) R7 A/S |                 |
| DRAWN BY POC              | DATE 27/10/03   |
| PROJECT UXBIDGE BUCHAN    |                 |
| TITLE AREA FOR SALE       |                 |



1 James Street,  
London,  
W11 1DR  
Tel 020 7960 1300 Fax 020 7960 1301  
www.annington.co.uk



### **APPENDIX 3**

The draft Outline Planning Permission 58254/APP/2003/783

# DRAFT

## GRANT OF PLANNING PERMISSION

To:

Ref: 58254/APP/2003/783

Annington Developments Ltd  
1 Eaglethorpe Barns  
Peterborough Road  
Warmington  
Peterborough, PE8

The Council of the London Borough of Hillingdon as the Local Planning Authority within the meaning of the above mentioned Act and Orders made thereunder hereby GRANT permission for the following development:-

|                                     |                                               |
|-------------------------------------|-----------------------------------------------|
| <b>Description of development:-</b> | Residential development (Outline Application) |
| <b>Location of development:-</b>    | Land South of Buchan Close, Cowley            |
| <b>Date of application:-</b>        | 26 March 2003                                 |
| <b>Drawing/plan Nos:-</b>           | Plan 1 and Plan 2 received 26/03/03           |

Permission however is given subject to the conditions listed on the attached schedule:-

Signed:

HEAD OF PLANNING AND TRANSPORTATION SERVICE

Date:

- NOTES:**
- (i) If you wish to appeal against any of the conditions please read the attached sheet which explains the procedure.
  - (ii) This decision does not purport to convey any approval or consent which may be required under any by-laws, building regulations, or under any enactment other than the Town and Country Planning Act 1990.

# DRAFT

## GRANT OF PLANNING PERMISSION

Continuation Sheet No. 1

Ref: 58254/APP/2003/783

### CONDITION 1

Approval of the details of the siting, design and external appearance of the building(s), the means of access thereto and the landscaping of the site (hereinafter called the "reserved matters") shall be obtained from the local planning authority in writing before any development is commenced

### REASON

To comply with Section 91 of the Town and Country Planning Act 1990.

### CONDITION 2

Plans and particulars of the reserved matters referred to in condition 3 shall be submitted in writing to the local planning authority and shall be carried out as approved.

### REASON

To comply with Section 91 of the Town and Country Planning Act 1990.

### CONDITION 3

Application for approval of the following reserved matters shall be made to the local planning authority before the expiry of three years from the date of this permission: -

- (a) Siting of building(s)
- (b) Design
- (c) External Appearance
- (d) Landscaping
- (e) Car parking (including design and materials of car parking areas and access)

### REASON

To comply with Section 92 of the Town and Country Planning Act 1990.

# DRAFT

## GRANT OF PLANNING PERMISSION

Continuation Sheet No. 2

Ref: 58254/APP/2003/783

### CONDITION 4

The development hereby permitted shall begin either before the expiration of five years from the date of this permission, or before the expiration of two years from the date of approval of the last of the reserved matters to be approved, whichever is the later.

### REASON

To comply with Section 92 of the Town and Country Planning Act 1990.

### CONDITION 5

Dustbins and enclosed refuse collection areas, details of which shall be submitted to and approved by the Local Planning Authority, shall be sited a maximum distance of 23 metres (10 metres where palladins are employed) from an adopted highway, and 25 metres from any dwelling unit.

### REASON

To comply with the Council's Design Guide 'Roads in Residential Layouts' and for the convenience of residents.

### INFORMATIVES:

1. All details of reserved matters should be submitted for approval simultaneously.
2. You are reminded that the drawings submitted with the application are for illustrative purposes only and do not form part of the application for which permission is hereby granted.
3. Your attention is drawn to the fact that planning permission does not override property rights and any ancient rights of light that may exist. This permission does not empower you to enter onto land not in your ownership without the specific consent of the owner. If you require further information or advice, you should consult a solicitor.
4. The applicant/developer should ensure that the site contractor receives copies of all drawings approved and conditions/informatives attached to this planning permission. During building construction the name, address and telephone number of the contractor (including an emergency telephone number) should be clearly displayed on a hoarding visible from outside the site.

# DRAFT

## GRANT OF PLANNING PERMISSION

Continuation Sheet No. 3

Ref: 58254/APP/2003/783

5. Before the submission of reserved matters/details required by condition 3, you are advised to consult the Metropolitan Police's Crime Prevention Design Advisers at West Drayton Police Station, Station Road, West Drayton, Middlesex UB7 7JQ.
6. Your attention is drawn to the attached note '*Environmental Control on Construction Sites*'.
7. Your attention is drawn to the need to comply with the relevant provisions of the Building Regulations, the Building Acts and other related legislation. These cover such works as - the demolition of existing buildings, the erection of a new building or structure, the extension or alteration to a building, change of use of buildings, installation of services, underpinning works, and fire safety/means of escape works. Notice of intention to demolish existing buildings must be given to the Council's Building Control Service at least 6 weeks before work starts. A completed application form together with detailed plans must be submitted for approval before any building work is commenced. For further information and advice, contact - Building Control Services, Civic Centre, Uxbridge (Telephone 01895 250111).

HEAD OF PLANNING AND TRANSPORTATION SERVICE

*[Signature]*  
MEMBER OF  
THE COUNCIL

*[Signature]*  
AUTHORIZED  
OFFICER



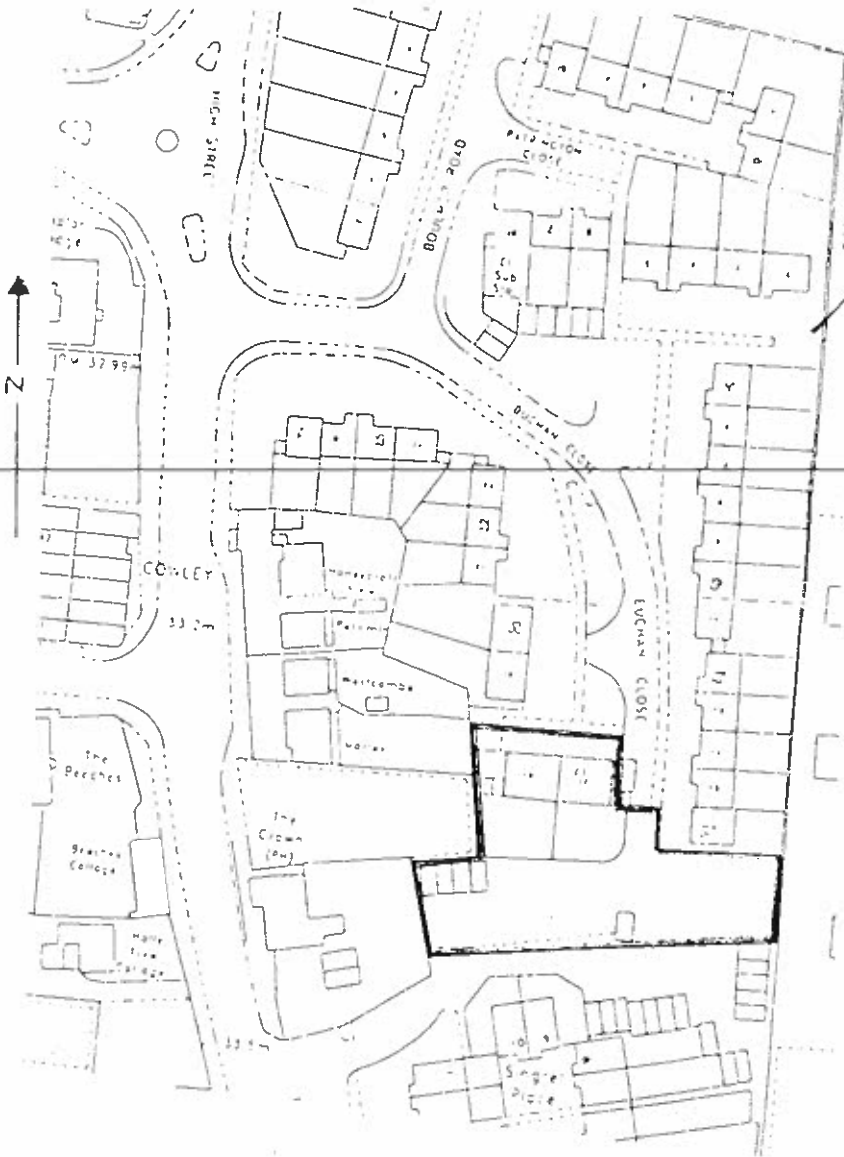
20017

Uxbridge  
Buchan Road

*[Signature]*

Location Plan 1:1250

NP Vaughan



*[Signature]*

*[Signature]*  
**Representing**  
**Law Debenture**  
**Corporate Services Limited**

LONG OFF  
15 APR 2003  
*[Signature]*

BUCHAN CLOSE

Honeycroft View

Pet-mill

Westcombe

Marles

The town (PH)

Reg  
La  
Corp  
SE

Limited

LONBORG OF HILLINGDON  
REC'D

15 APR 2003

FRONT  
SERV

WATER  
GROUP

Uxbridge  
Buchan Road

Indicative Layout 1:500

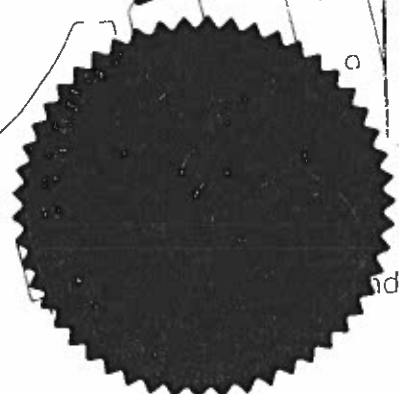
Plan 2

MEMBER OF  
THE COUNCIL

AUTHORISED  
OFFICER

3.5m

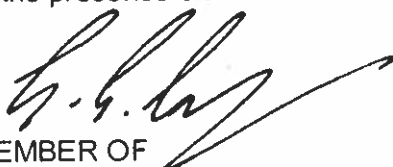
28519

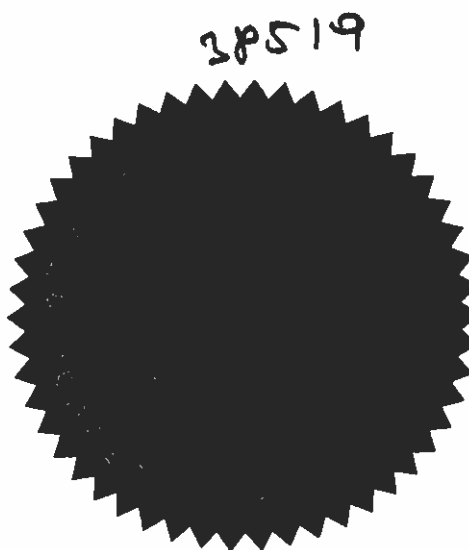




IN WITNESS of which this Agreement has been duly executed as a Deed and has been delivered  
once dated.

THE COMMON SEAL of the  
MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF HILLINGDON  
was duly affixed to this Agreement  
in the presence of:-

  
MEMBER OF  
THE COUNCIL



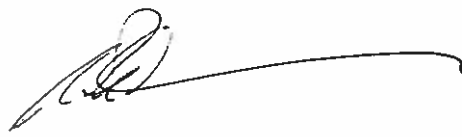
  
AUTHORISED OFFICER

Signed as a Deed by  
ANNINGTON PROPERTY  
LIMITED  
Acting by:

DIRECTOR 

DIRECTOR 

Signed as a Deed for and on behalf of  
THE LAW DEBENTURE  
CORPORATION PLC

  
AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

  
AUTHORISED SIGNATORY