

Dated: 5th December 2008

WOKINGHAM BOROUGH COUNCIL

- and -

COLL HILL SPINK 2 LIMITED

- and -

GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND

**Deed of Agreement to Provide Planning Obligations
pursuant to Section 106 of the Town and Country Planning Act 1990
in relation to the proposed development on land at
Park Place Remenham Hill Remenham
Planning Reference Number O/2008/1353**

Susanne Nelson-Wehrmeyer
Solicitor
Wokingham Borough Council
PO Box 151
Shute End
Wokingham
Berkshire
RG40 1WH

This Deed is made the *5th* day of *December* 2008

BETWEEN

- (1) **WOKINGHAM BOROUGH COUNCIL** of Council Offices Shute End Wokingham Berkshire RG40 1WH ("the Council")
- (2) **COLL HILL SPINK 2 LIMITED** (Company Registration Number 04345246) whose registered office is 40 Queen Anne Street London W1G 9EL ("the Owner")
- (3) **GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND** of The Mound Edinburgh EH1 1YZ ("the Mortgagee")

WHEREAS

1. The Council is the local planning authority for the purpose of the Act for the area in which the Application Site is situated and by whom the obligations created by this Agreement are enforceable.
2. The Council is the local highway authority for the area in which the Application Site is situated.
3. The Owner is the freehold owner of the Application Site subject only to the Charge and other charges and entries subsisting on the Charges Register.
4. The Mortgagee consents to the giving by the Owner of the covenants in this Deed and agrees that its interest in the Application Site shall be bound by them.
5. The Planning Application reference number O/20081353 has been made to the Council for planning permission for the Development on the Application Site.
6. The Council resolved on 20 August 2008 to grant the Planning Permission subject to the prior completion of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

1 DEFINITIONS

For the purposes of this Deed the following words and expressions shall have the following meanings:

"Act"	the Town and Country Planning Act 1990
"Application Site"	the land at Park Place Remenham Hill Remenham and shown for identification purposes only edged red on Plan 1
"Charge"	means a mortgage of any part of the Application Site between the Owner and the Mortgagee
"Commencement of Development"	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Agreement and no other purpose) operations consisting of marking out, surveying, ground investigations, archaeological investigations, demolition, site clearance, site preparation, investigation for the purposes of assessing contamination, remedial action in respect of contamination, diversion and laying services and the erection of any temporary means of enclosure for the purposes of site security and the temporary display of advertisements and "Commence Development" shall be construed accordingly
"Conservation Management Liaison Group"	A group to be established under the chairmanship of the Owner (or its representative) which shall include representatives from the Owner and the Council (including the Council's

Ecologist/Biodiversity Officer and any other relevant officers) and may include specialist advisers invited by the Conservation Management Liaison Group to join the group

"Conservation Management Strategy" means a phased detailed five-year conservation management strategy for biodiversity derived from the Integrated Estate Management Plan for the restoration of the registered parks and gardens, County wildlife Sites and protected species populations within the Application Site

"Development" the proposed demolition of 8 dwellings and the erection of 5 new dwellings. Change of use of 3 dwellings to form 2 boathouses and guest accommodation. Alterations to the barns and the bungalow to form a single residential unit plus alterations and extensions to existing buildings pursuant to the Planning Permission.

"Dwelling" any dwelling (including a house flat or maisonette with associated garden garage driveway and parking spaces) to be constructed on the Application Site pursuant to the Planning Permission

"Integrated Estate Management Plan" means the document forming part of the Planning Application so labelled and dated June 2008 subject to any revisions approved by the Conservation Management Liaison Group

"Occupation" and "Occupied" occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations

"Plan 1"	the plan attached to this Agreement so marked showing the Application Site
"Plan 2"	the plan attached to this Agreement so marked showing the dwellings identified for phased demolition prior to construction of the relevant Dwelling in that phase of the Development of the Site in accordance with the Planning Permission
"Plan 3"	the plan attached to this Agreement so marked showing for identification purposes only the Woodland Footpaths Land and the routes of the Woodland Footpaths
"Planning Application"	the planning application made under reference O/2008/1353 for the Development
"Planning Permission"	the planning permission granted pursuant to the Planning Application substantially in the form of the draft planning permission annexed to this agreement and shall include any subsequent planning permissions under Section 73 of the Act permitting the carrying out of the Development
"Woodland Footpaths"	means the four proposed footpaths with a minimum width of 1.5 metres to be created between the points marked A and B, C and D, E and F, and G and H on Plan 3
"Woodland Footpaths Land"	means the four corridors of land with widths varying between 5 – 10 metres shown outlined in blue on Plan 3 within which the Woodland Footpaths will be created

KEY

Site boundary

41121



Harold Fullin -
6222
Amen

[illegible]

KEY

dwellings to be demolished/part demolished

Headmasters house

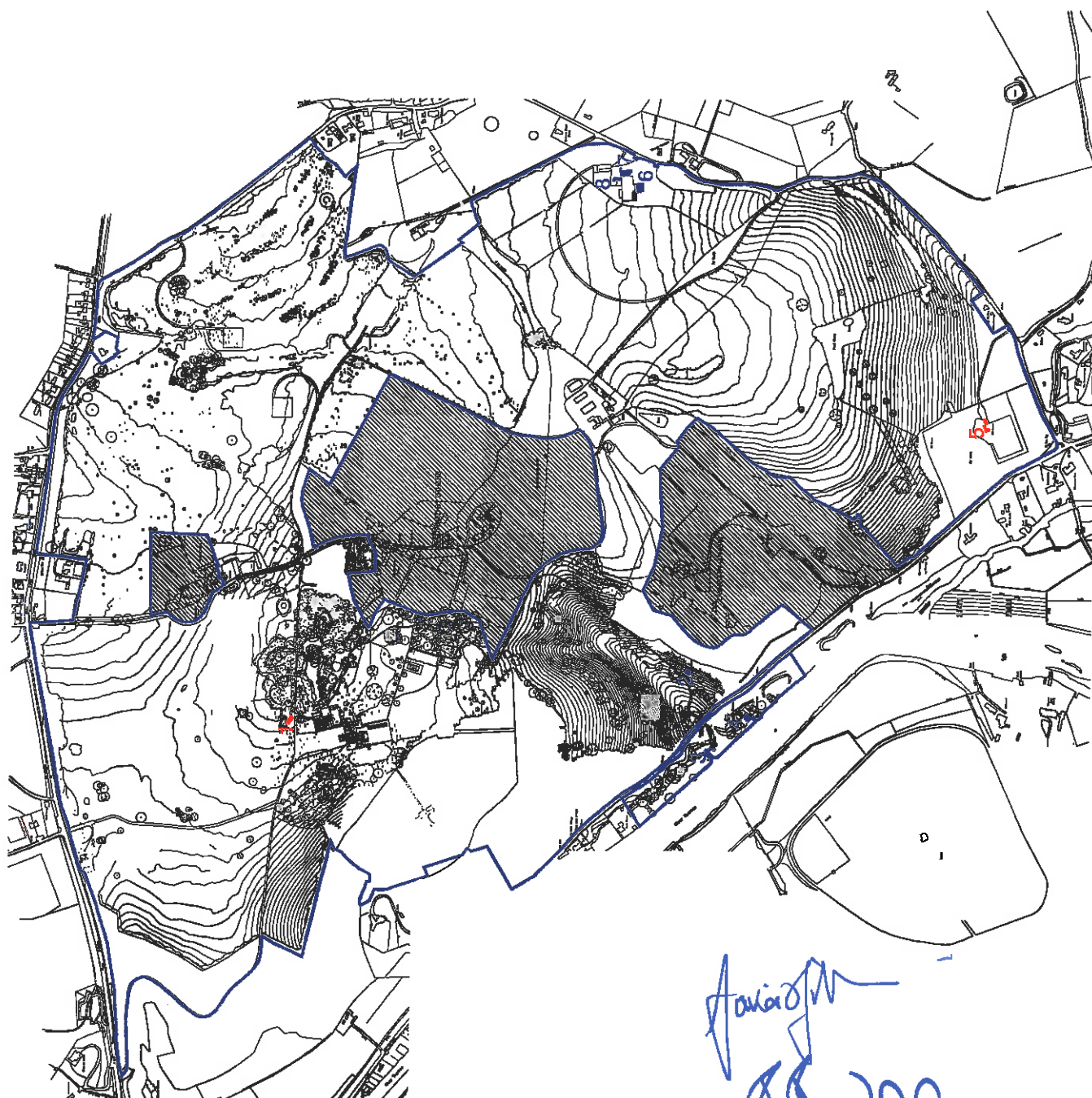
2 Gardeners cottage

3-4 Conway's boathouse and Museum

5 Bell house

6-8 Hatchgate & Kenton's Cottages

7151



Handwritten signature: *Handwritten signature*

[Signature]

	NO.	DTC	COMMENTS	PAGE
Granger Building				50
NH State Legislature				
61 Map Road				
Beverly				
Middlebury TIS OCH				
New York City				
San Diego CA				

WORK PLACE
BASED DEMOLITION/PART
DEMOLITION OF 8 DWELLINGS

DATE	2/1/2008
CLIENT	PLANNING
BY	PR
CHECKED	CLM

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PLAN 2

PLAN 3

Amogh
See
Am

Park Place Estate - Land to be gifted to Wokingham Borough Council

A - B

From the junction of the A621 with
Kenton's Lane in a north easterly
direction to a point opposite the
start point of Wargrave Restricted
Byway 35 (Penny's Lane).

C - D

From north east of "Kenton's Lodge"
in a north easterly direction
to a gate at point D on to Kenton's
Lane, north of the junction with
Worleys Lane.

E - F

From north west of "Seaforth Cottage"
on Upper Culham Road in a north
westerly direction to a point south
of the entrance to Aspect Park.

G - H

From north of the entrance to Aspect Park
in a north westerly direction to a point south
of the junction of Upper Culham Lane with
A4130 (Remenham Hill).

17914

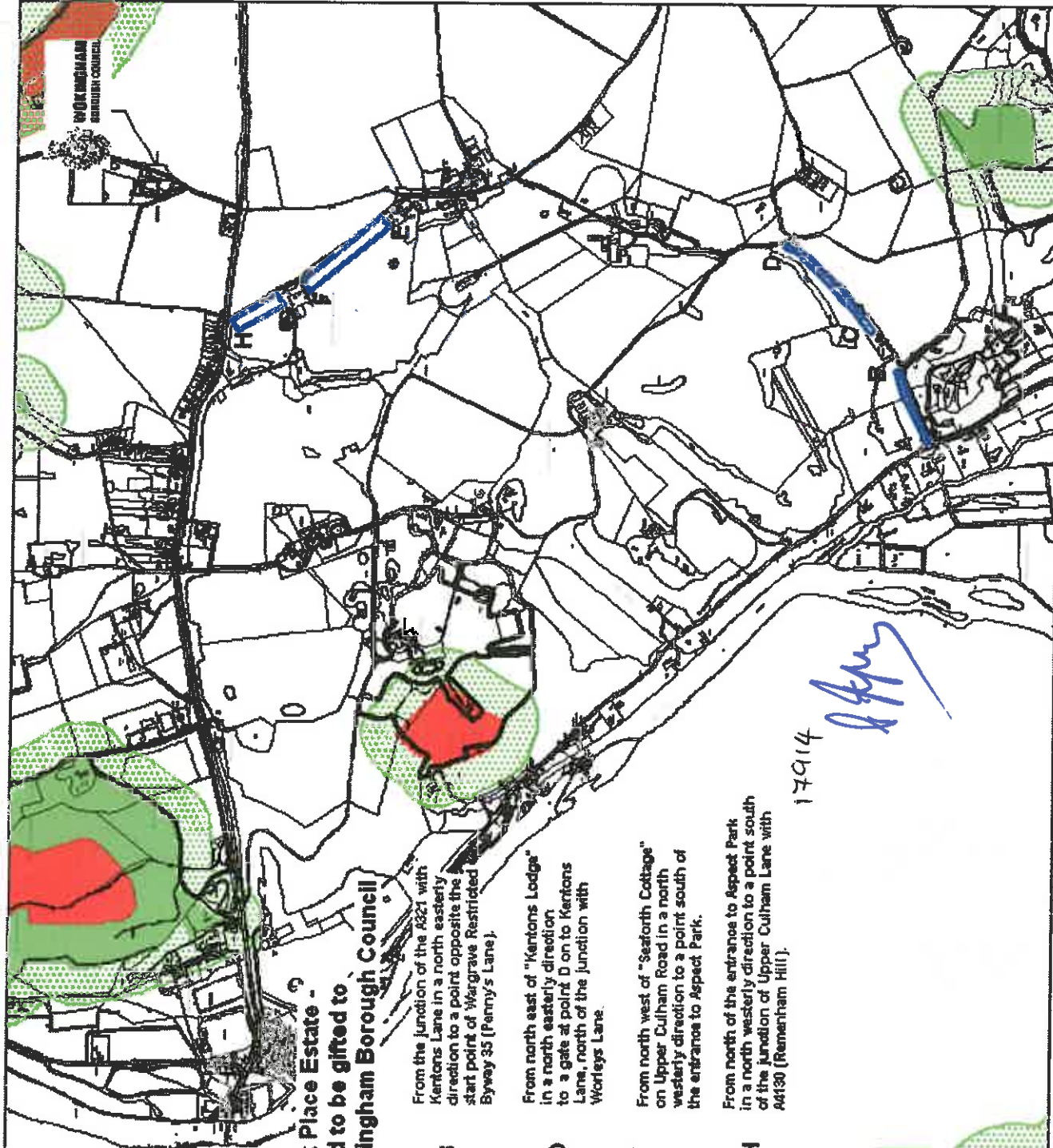
17914

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14 November 2008

Countryside Service, Environmental Services, Wokingham District Council

Scale: 1:16101



OFFICER REPORT – DRAFT DECISION NOTICE

Expiry Date: 24/08/2008

Application Number: O/2008/1353

Parish: Remenham

Location: Park Place, Remenham Hill, Remenham.

Proposal: Outline application for the demolition of 8 dwellings and erection of 5 new dwellings. Change of use of 3 dwellings to form 2 boathouses and guest accommodation. Conversion of 2 dwellings to form 1 dwelling. Alterations to the barns and the bungalow to form a single residential unit plus alterations and extensions to existing buildings.

Recommendation: APPROVAL

Conditions

- 1a) *For each phase of the development scheme referenced in Conditions 4 and 5 below approval of details of the siting, design (including floorspace, height, massing, internal layout and external appearance of the building(s), the means of access thereto and the landscaping treatment of the site)(hereinafter called "the reserved matters") shall be obtained from the Local Planning Authority in writing before any development in that phase is commenced.*
- b) Application for approval of the reserved matters referred to in a) above shall be made to the Local Planning Authority before the expiration of three years from the date of this permission.
- c) The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

Reason: a) No such details have been submitted.

b) & c) In pursuance of Section 51 of the Planning and Compulsory Purchase Act 2004.

2. Before the development hereby permitted is commenced, samples and details of the materials to be used in the construction of the external surfaces of the buildings, and hard landscaping areas shall have first been submitted to and approved in writing by the Local Planning Authority. Development shall be carried out in accordance with the approved details.

Reason: To ensure that the external appearance of the building is satisfactory.

Relevant Policy: Wokingham District Local Plan Policy WOS3.

3. Before the development hereby permitted is commenced, the developer must submit a scheme together with a timetable for the restoration of the historic park and garden shall have first been submitted to and approved in writing by the Local Planning Authority. Development shall be carried out in accordance with the approved details.

Reason: To secure the restoration of the historic park and garden

4. Before the development hereby permitted is commenced, details of a scheme of phasing of the development shall have first been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the agreed scheme of phasing, unless otherwise agreed in writing by the local planning authority.

Reason: To ensure the securing of the restoration works to the historic park and garden

5. Prior to commencement of the development hereby permitted, details of a scheme of phasing of the restoration works shall have first been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the agreed details and phasing, unless otherwise agreed in writing by the local planning authority. No part of the development hereby approved shall be occupied until such time as these details hereby approved in writing.

Reason: To ensure the restoration of the historic parkland

6. Prior to the commencement of development to submit a detailed scheme for the approval of the Council for a Construction and Environmental Management Plan in accordance with the Construction and Environmental Management Plan written by Bell Cornwell Environmental dated 23rd June 2008 and submitted with the planning application. The development shall be carried out in accordance with the agreed details, unless otherwise agreed in writing by the local planning authority.

Reason: To protect the residential amenities the historic park and wildlife during construction of the development

7. All development is to be carried out in accordance with the development schedules detailed in the submitted - Schedule of Demolition and Development (hardstanding, footprint, volume) dated 16.10.08, Park Place Dwellings Summary Table (8 dwellings demolished, 5 new dwellings built) as per O/2008/1353 dated 16.10.08 and the associated Phasing Zones at Park Place Plan dated 16.10.08, unless previously agreed in writing with the Council.

Reason: To ensure no additional built development in the Green Belt

8. Before the development hereby permitted is commenced at Aspect Park Golf course, details of a scheme for the demolition of the golf course buildings and the restoration of the golf course to parkland shall have first been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the agreed scheme of phasing, unless otherwise agreed in writing by the local planning authority.

Reason: To ensure the removal of buildings in the green belt and compliance with the Management Strategy

9. Prior to commencement of development of each phase of the development to submit for approval to the Council an assessment of flood risk and a scheme for the drainage of that phase of the development. The development shall be carried out in accordance with the agreed scheme of phasing, unless otherwise agreed in writing by the local planning authority.

Reason: To ensure adequate mitigation against flood risk and to secure sufficient drainage

10. Prior to the commencement of each phase of the development to submit for approval by the Council a scheme for foul drainage. The development shall be carried out in accordance with the agreed scheme of phasing, unless otherwise agreed in writing by the local planning authority.

Reason: To ensure the provision of adequate foul drainage and the protection of the historic park and garden

11. Before any development is commenced, a scheme to deal with contamination of the site shall be submitted to and approved in writing by the local planning authority. The scheme shall include an investigation and assessment to identify the extent of contamination and the measures to be taken to avoid risk to the [public/buildings/environment] when the site is developed. Development shall not commence until the measures approved in the scheme have been implemented.

Reason: To ensure any contamination of the site is remedied and to protect existing/proposed occupants of the application site and/or adjacent land.

Relevant Policy: Wokingham District Local Plan Policy WOS6.

12. Prior to the commencement of development at Aspect Park if piling is required to submit a methodology for piling to be agreed with the Council. The development shall be carried out in accordance with the agreed scheme, unless otherwise agreed in writing by the local planning authority.

Reason: To ensure ground stability and to protect the amenities of residents the historic park and garden and wildlife and its habitat

13. Prior to the commencement of each phase of the development the developer must submit to the Council for approval a scheme for external lighting and the scheme must be in accordance with the WSP Lighting Statement dated June 2008 submitted with the planning application. The development shall be carried out in accordance with the agreed scheme, unless otherwise agreed in writing by the local planning authority.

Reason: To ensure compliance with the WSP Lighting Statement

14. The existing vehicular accesses serving Hatchgate shall be stopped up and abandoned, and the footway and/or verge crossings shall be re-instated within one month of the completion of the new access in accordance with details to be submitted to and approved in writing by the Local Planning Authority.

Reason: In the interests of highway safety and convenience.

Relevant Policy: Wokingham District Local Plan Policy WT7.

15. Development shall not begin until surface water drainage works have been carried out in accordance with details to be submitted to and approved by the Local Planning Authority.

Reason: In order to ensure the provision of surface water drainage works to adequately serve the proposed development

Relevant Policies: PPS25 Development and Flood Risk (2006).

16. None of the dwellings shall be occupied until foul sewerage works have been provided to serve the development hereby permitted, in accordance with details to be submitted to and approved by the Local Planning Authority.

Reason: In order to ensure the provision of foul sewerage works to adequately serve the proposed development.

Relevant Policy: PPS25 Development and Flood Risk (2006).

17. a) No development or other operation shall commence on site until a scheme (herein called the Approved Method statement for Arboricultural Works scheme) which provides for the retention and protection of trees, shrubs and hedges growing on or adjacent the site has been submitted to and approved in writing by the Local Planning Authority; no development or other operations shall take place except in complete accordance with the approved protection scheme.

b) No operations shall commence on site in connection with development hereby approved (including any tree felling, tree pruning, demolition works, soil moving, temporary access construction and or widening or any other operation involving use of motorised vehicles or construction machinery) until the tree protection works required by the approved scheme are in place on site.

c) No excavations for services, storage of materials or machinery, parking of vehicles, deposit or excavation of soil or rubble, lighting of fires or disposal of liquids shall take place inside or within 10.0 metres of an area designated as being fenced off or otherwise protected in the approved scheme.

d) The fencing or other works which are part of the approved scheme shall not be moved or removed, temporarily or otherwise, until all works including external works have been completed and all equipment, machinery and surplus materials removed from the site, unless the prior approval of the Local Planning Authority has first been sought and obtained.

Reason: To secure the protection, throughout the time that the development is being carried out, of trees, shrubs or hedges growing within or adjacent to the site which are of amenity value to the area.

Relevant Policies: Berkshire Structure Plan Policy EN1 and Wokingham District Local Plan Policies WOS3 and WBE5 and PPS1 Delivering Sustainable Development.

18. No development shall take place until an archaeological watching brief has been submitted to, and approved in writing by the Local Planning Authority. The development shall only take place in accordance with the approved watching brief.

Reason: To ensure that any archaeological evidence discovered during ground works is adequately recorded.

Relevant Policies: Berkshire Structure Plan Policy EN4, Wokingham District Local Plan Policies WHE10 and WHE12 and PPG16 Archaeology and Planning.

19. When extended, altered or replaced the volumes of the following properties; Bell House, Hatchgate, Kentons Cottages, Sherwins and Park Place Cottages shall not exceed a sum in excess of 35% of their original volume. Original means in relation to the building existing on the 1st July 1948, as existing on that date and, in relation to a building built on or after the 1st July 1948 as built.

Reason: To prevent any unacceptable increase in harmful built development in the Green Belt.

20. The development shall be carried out in accordance with the detailed protected species mitigation schemes which are contained within the Environmental report submitted with the application..

Reason: to ensure that satisfactory protection of a protected species.

INFORMATIVES:

1. This permission should be read in conjunction with the legal agreement under Section 106 of the Town and Country Planning Act the contents of which relate to this development.

2. Adequate precautions shall be taken during the construction period to prevent the deposit of mud and similar debris on adjacent highways. For further information contact Corporate Head of Environment on tel: 0118 974 6302.

3. Whilst the development is a departure from the development plan it is worthy of support and there are no material considerations which warrant a different decision being taken for the reasons and policies set out in the Planning Committee Report of 20 August 2008.

Recommendation and conditions/reasons agreed: _____

Date: _____

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of the restriction.
- 2.5 Where more than one person is obliged to observe or perform an obligation the obligation can be enforced against all such persons jointly and against each individually unless there is an express provision otherwise.
- 2.6 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.7 References to any party to this Deed shall include the successors in title to that party and to anyone deriving title through or under that party and in the case of the Council the successor to its statutory functions.
- 2.8 The clause headings shall not be taken into account for the purposes of the construction or interpretation of this Deed.

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to all powers enabling the parties and in particular Section 106 of the Act and Section 111 of the Local Government Act 1972 and creates planning obligations for the purposes of Section 106 of the Act and to the intent that it shall bind the Owner and its successors in title and assigns and the persons claiming under or through it.
- 3.2 The obligations imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner.

4 CONDITIONALITY

- 4.1 This Deed is conditional upon the grant of the Planning Permission.

5 THE OWNER'S COVENANTS

- 5.1 The Owner covenants with the Council as set out in the First Schedule.

6 THE COUNCIL'S COVENANTS

- 6.1 The Council covenants with the Owner as set out in the Second Schedule.

7 MISCELLANEOUS

- 7.1 The Owner shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed.
- 7.2 It is hereby agreed and declared that a person who is not a party to this Deed shall not be entitled in his own right to enforce any of the terms of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 7.3 This Deed shall be enforceable as a local land charge and shall be registered as such by the Council.
- 7.4 Where the agreement, approval, consent or expression of satisfaction is to be given by any party or any person on behalf of any party hereto under this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may only be given in writing and may be validly obtained only prior to the act or event to which it applies and the party giving such agreement, approval, consent or expression of satisfaction shall at all times act reasonably.
- 7.5 Where any payment of costs or other payments are to be made by the Owner to the Council such costs and other payments shall be deemed to be reasonable and proper.
- 7.6 Any notices 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
- 7.7 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

- 7.8 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.9 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Application Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Application Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.11 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of its functions in any capacity (including in particular its capacities as highway authority and local planning authority) and the rights, powers, duties and obligations of the Council under private, public or subordinate legislation may be effectively exercised as if it were not a party to this Deed.

8 MORTGAGEE'S CONSENT

- 8.1 The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Application Site shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Application Site shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Application Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

9 WAIVER

No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

10 CHANGE IN OWNERSHIP

The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Application Site occurring before all the obligations under this Deed 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 Application Site or unit of occupation purchased by reference to a plan.

11 VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

12 JURISDICTION

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

14 DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

FIRST SCHEDULE

Owner's Covenants

**1 INTEGRATED ESTATE MANAGEMENT PLAN AND CONSERVATION
MANAGEMENT STRATEGY**

The Owner covenants with the Council as follows:

- 1.1 Not to Commence the Development until such time as it has submitted to the Council for approval the Conservation Management Strategy and the Council has confirmed in writing its approval of the same
- 1.2 That the Conservation Management Strategy referred to at paragraph 1.1 above shall provide for a review at five-yearly intervals by the Conservation Management Liaison Group and the Owner shall produce a new

- Conservation Management Strategy every succeeding five years for the duration of the Integrated Estate Management Plan
- 1.3 That the provisions of the Conservation Management Strategy as may have been approved by the Council shall be carried out in the period of five years following Commencement of Development pursuant to the Planning Permission and in every succeeding period of five years in accordance with the reviews referred to in paragraph 1.2 above
 - 1.4 Following Commencement of Development to establish a Conservation Management Liaison Group which shall
 - 1.4.1 be set up within the first year of the implementation of the Integrated Estate Management Plan; and
 - 1.4.2 meet annually in April for the duration of the Integrated Estate management Plan
 - 1.5 On Commencement of Development to implement the Integrated Estate Management Plan and thereafter to comply with the Integrated Estate Management Plan at all times for its duration
 - 1.6 Not to deviate from complying with any part of the Integrated Estate Management Plan unless it has beforehand obtained written approval for the change from the Conservation Management Liaison Group
 - 1.7 Not to allow nor permit nor suffer to permit Occupation of the Development other than in accordance with the terms of the Conservation Management Strategy

2 DEMOLITION OF BUILDINGS

The Owner covenants with the Council as follows:

- 2.1. Not to begin the construction of the Dwelling in the relevant phase of the Development before the demolition of the existing dwelling in the relevant phase identified on Plan 2 and in accordance with the Planning Permission

3 PROVISION OF WOODLAND FOOTPATHS

The Owner covenants with the Council as follows:

- 3.1 Within three (3) months of the date hereof to complete any tree works relating to the Woodland Footpaths Land identified in the Nicholson Park Place Roadside Tree Condition Survey Report dated Jan/Feb 2008 as due in the 24 months from the inspection date

- 3.2 Not to allow nor permit nor suffer to permit Occupation of the Development until such time as it has cleared laid out and fenced four unsurfaced Woodland Footpaths to the reasonable satisfaction of the Council and thereafter offered to transfer the Woodland Footpaths Land to the Council for the nominal sum of one pound with full title guarantee subject only to a covenant in favour of the Owner to keep clear and maintain the Woodland Footpaths as Woodland Footpaths for use by the public as public footpaths but otherwise free of encumbrances
- 3.3 On written confirmation from the Council that it will accept the transfer of the Woodland Footpaths Land to complete the transfer to the Council as soon as reasonably practicable and in any event within 56 days of the date of receipt of the written confirmation from the Council that it will accept the transfer

4 NOTIFICATION OF COMMENCEMENT OF DEVELOPMENT AND OCCUPATION

- 4.1 The Owner agrees with the Council that it will give not less than seven (7) days prior notice in writing to the Council of
- 4.1.1 the date of Commencement of Development
 - 4.1.2 the date of Occupation of 50% of the Dwellings

SECOND SCHEDULE

Council's Covenants

MAINTENANCE OF WOODLAND FOOTPATHS

1. The Council hereby covenants with the Owner that upon receipt of an offer in writing to accept the transfer of the Woodland Footpaths Land for the sum of one pound to complete the transfer of the Woodland Footpaths Land as soon as reasonably practicable and in any event within three months of receipt of the written offer and thereafter to keep the Woodland Footpaths clear and open to the public as public footpaths and maintained at public expense

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

THE COMMON SEAL OF
WOKINGHAM BOROUGH COUNCIL
was hereunto affixed in the presence of:

)
)
)
[Signature]
Solicitor



EXECUTED AS A DEED BY

AS AN ATTORNEY FOR AND BEHALF OF
GOVERNOR AND COMPANY OF
THE BANK OF SCOTLAND

in the presence of

[Signature]
Byer Doss

[Signature]

EXECUTED AS A DEED BY
COLL HILL SPINK 2 LIMITED
in the presence of:

Full name: Robert Randall
Signature: *[Signature]*
Director/Company Secretary*

Full name: CHRISTOPHER HILL
Signature: *[Signature]*
Director/Company Secretary*

