

Dated: 3 September 2026

WOKINGHAM BOROUGH COUNCIL

-and-

PAUL ANTHONY READ and LESLEY ANN READ

-and-

RITA ARLANE EVANS and KEVIN VICTORY BRADBURY as Executors of the
late JOYCE ALICE BRADBURY, MICHAEL GEORGE RANSOME BRADBURY,
RITA ARLANE EVANS and KEVIN EDMUND VICTOR BRADBURY

-and-

JULIE PATRICIA CHARLTON and STEPHEN JAMES DAY and MARIA
BRIDGET DAY

-and-

DAVID EDWARDS and MARGARET BRIDGET ANN EDWARDS

-and-

KEITH DOUGLAS ENFIELD

-and-

JOANNE MAXINE ALLEN and LOUISE JAYNE EMMETT as Administrators of
the late LINDA MAY EMMETT

Deed of Agreement to Vary Planning Obligations
pursuant to Section 106 and Section 106A of the Town and Country
Planning Act 1990
in relation to the development on land at
Reading Road Arborfield

This Deed is made the 3 day of September 2026

BETWEEN

- (1) WOKINGHAM BOROUGH COUNCIL of Council Offices Shute End Wokingham Berkshire RG40 1WH ("the Council")
 - (2) PAUL ANTHONY READ and LESLEY ANNE READ of 15 Ellingham Road, Barton on Sea, New Milton, BH25 7RB ("the First Owner")
 - (3) RITA ARLANE EVANS and KEVIN VICTORY BRADBURY as Executors of the late JOYCE ALICE BRADBURY, MICHAEL GEORGE RANSOME BRADBURY, RITA ARLANE EVANS and KEVIN EDMUND VICTOR BRADBURY all care of Stablecroft, Greenacres Lane, Reading Road, Winnersh, Wokingham ("the Second Owner")
 - (4) JULIE PATRICIA CHARLTON of 1 Rokeby Close, Newbury, Berkshire and STEPHEN JAMES DAY of Tre-Ki, 4 South Cottages, Fyfield Wick, Abingdon, Oxon OX13 5NB and MARIA BRIDGET DAY of 15 Loyd Road, Didcot, Oxon OX11 8JX ("the Third Owner")
 - (5) DAVID EDWARDS and MARGARET BRIDGET ANN EDWARDS of Ridgfield Farm, Reading Road, Arborfield, Berks., RG2 9HN ("the Fourth Owner")
 - (6) KEITH DOUGLAS ENFIELD of 23 Tippings Lane, Woodley, Reading, Berkshire ("the Fifth Owner")
 - (7) JOANNE MAXINE ALLEN and LOUISE JAYNE EMMETT as Administrators of the late LINDA MAY EMMETT of 56 Blandford Road, Reading, Berkshire ("the Sixth Owner")
- (together "the Owners")

WHEREAS

1. The Council is the local planning authority for the purpose of the Act for the area in which the Site is situated and by whom the obligations created by this Deed are enforceable.
2. The Owners are the freehold owners of the Site as set out in the Schedule.
3. On 8 April 2026, the Unilateral Undertaking was entered into.
4. On 8 June 2026, the Planning Permission was granted following the Appeal.
5. This Deed is made pursuant to S106 and S106A of the Act and varies the Unilateral Undertaking.

NOW THIS DEED WITNESSES AS FOLLOWS:

1 DEFINITIONS

- 1.1 All words and phrases defined in the Unilateral Undertaking shall have the same meaning in this Deed unless otherwise specified or amended in this Deed, and the following words and phrases shall have the following meanings:

Deed	means this deed of variation; and
Unilateral Undertaking	means the unilateral undertaking pursuant to section 106 of the Act dated 8 April 2026 given by the Owners to the Council

2 CONSTRUCTION OF THIS DEED

- 2.1 Save as expressly varied by this Deed, the provisions in the Unilateral Undertaking in clause 2 regarding interpretation shall apply to this Deed.

3 LEGAL BASIS

- 3.1 This Deed is a planning obligation made pursuant to Section 106 and Section 106A of the Act to the intent that it shall bind the Owners and their successors in title to the Site and any persons claiming under or through them subject to the terms of the Unilateral Undertaking and shall be enforceable by the Council.

4 CONDITIONALITY

- 4.1 This Deed takes effect on the date hereof.

5 MISCELLANEOUS

- 5.1 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.
- 5.2 This Deed shall be enforceable as a local land charge and shall be registered as such by the Council.
- 5.3 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 legality or enforceability of the remaining provisions of this Deed.
- 5.4 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.
- 5.5 Nothing in this Deed shall affect the validity of any act taken by any party to comply with or discharge any obligation contained in the Unilateral Undertaking and any matters which have been approved under the Unilateral Undertaking or obligations which have been complied with or discharged pursuant to the Unilateral Undertaking shall be deemed to have been approved under the Unilateral Undertaking or complied with or discharged pursuant to the Unilateral Undertaking as varied by this Deed as the case may be.
- 5.6 Subject to the provisions of the Decision Letter and except as varied by this Deed all the covenants terms and conditions contained in the Unilateral Undertaking shall remain in full force and effect.

6 JURISDICTION

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

7 DELIVERY

- 7.1 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.

8 AMENDMENTS TO THE UNILATERAL UNDERTAKING

- 8.1 The Council and the Owners agree that the Unilateral Undertaking is varied as follows:

8.1.1 At Schedule Three (Off-Site Sports Facilities Contribution) the definition of “*Off-Site Sports Facilities Formula A*” shall be **deleted**.

8.1.2 At Schedule Three (Off-Site Sports Facilities Contribution) paragraphs 1.1 and 1.2 shall be **deleted** and **replaced** with the following:

“1.1 The Owners shall not Occupy nor permit Occupation of any Dwelling within the Development until the Off-Site Sports Facilities Contribution calculated in accordance with the Off-Site Sports Facilities Formula B has been paid to and received by the Council”.

SCHEDULE

SITE OWNERSHIP

The First Owner is the owner of part of the Site registered at the Land Registry under BK99585

The Second Owner is the owner of part of the Site registered at the Land Registry under BK97646 and BK260157

The Third Owner is the owner of part of the Site registered at the Land Registry under BK430413

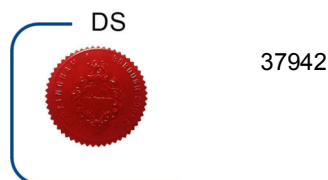
The Fourth Owner is the owner of part of the Site registered at the Land Registry under BK362756

The Fifth Owner is the owner of part of the Site registered at the Land Registry under BK260171

The Sixth Owner is the owner of part of the Site registered at the Land Registry under BK172103

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:)



Signed by:

0D459E2A39B8422...
Authorised Signatory/ Solicitor Legal Assistant

SIGNED AS A DEED)
by the said JOANNE MAXINE ALLEN)
as Administrator of LINDA MAY EMMETT (deceased))
In the presence of:-)

Signed by:

3FD502AC377B425...

Witness Signature:

Signed by:

063C17B30C13484...

Witness Name and Address:



Witness Occupation

COMPANY SECRETARY

SIGNED AS A DEED)

by the said LOUISE JAYNE EMMETT)

as Administrator of LINDA MAY EMMETT (deceased))

In the presence of:-)

Signed by:
[Redacted Signature]
AF110000ED4100...

Witness Signature:

Signed by:
[Redacted Signature]

Witness Name and Address:

[Redacted Address]

Witness Occupation

Housewife

SIGNED AS A DEED)

by the said LESLEY ANN READ)

In the presence of:-)

Signed by:
[Redacted Signature]
D7585779BA664D6...

Witness Signature:

[Redacted Signature]
4192ADC11EB8413...

Witness Name and Address:

A [Redacted Address]

Witness Occupation

Retired

SIGNED AS A DEED)

by the said PAUL ANTHONY READ)

Signed by:
[Redacted]
652B2B99B53F449...

In the presence of:-)

Witness Signature:

Signed by:
[Redacted]

Witness Name and Address:

[Redacted]

Witness Occupation Retired

SIGNED AS A DEED)

by the said RITA ARLANE EVANS)

as Executor of JOYCE ALICE BRADBURY (deceased))

In the presence of:-)

Witness Signature:

Signed by:
[Redacted]

Witness Name and Address:

[Redacted]

Witness Occupation: Day Care Manager

SIGNED AS A DEED)

by the said KEVIN VICTOR BRADBURY)

as Executor of JOYCE ALICE BRADBURY (deceased))

In the presence of:-)

Signed by:

Witness Signature:

Signed by:

Witness Name and Address:

Witness Occupation

Retired

SIGNED AS A DEED)

by the said MICHAEL GEORGE RANSOME BRADBURY)

In the presence of:-)

Signed by:

1E2AE84853C5454...

Witness Signature:

Signed by:

Witness Name and Address:

Witness Occupation

Credit control clerk

SIGNED AS A DEED)

by the said RITA ARLANE EVANS)

Signed by:

In the presence of:-)

Witness Signature:

Signed by:

Witness Name and Address:

Witness Occupation Day Care Manager

SIGNED AS A DEED)

by the said KEVIN EDMUND VICTOR BRADBURY)

Signed by:

In the presence of:-)

Witness Signature:

Signed by:

E2795DE661134DF...

Witness Name and Address:

]Witness Occupation Retired

SIGNED AS A DEED)

by the said JULIE PATRICIA CHARLTON)

Signed by:

In the presence of:-)

Witness Signature:

Signed by:

Witness Name and Address:

Witness Occupation Retired SRN

SIGNED AS A DEED)

by the said KEITH DOUGLAS ENFIELD)

DocuSigned by:

F3A43B5984E0415...

In the presence of:-)

Witness Signature:

Signed by:

Witness Name and Address:

Witness Occupation Illustrator & Actor

SIGNED AS A DEED)

by the said STEPHEN JAMES DAY)

In the presence of:-)

Signed by:

Witness Signature:

Signed by:

Witness Name and Address:

Witness Occupation Surveyor

SIGNED AS A DEED)

by the said MARIA BRIDGET DAY)

In the presence of:-)

Signed by:

Witness Signature:

Signed by:

Witness Name and Address:

Witness Occupation Registered General Nurse

SIGNED AS A DEED)

by the said DAVID EDWARDS)

[Redacted Signature]

In the presence of:-)

Witness Signature:

Signed by:
[Redacted Signature]

Witness Name and Address:

[Redacted Name and Address]

Witness Occupation Retired

SIGNED AS A DEED)

by the said MARGARET BRIDGET ANN EDWARDS)

Signed by:
[Redacted Signature]

In the presence of:-)

Witness Signature:

Signed by:
[Redacted Signature]

Witness Name and Address:

[Redacted Name and Address]

Witness Occupation Retired