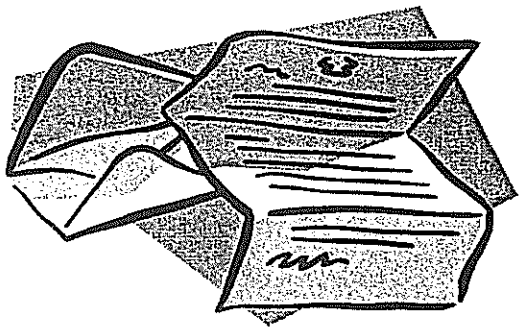
DATE: 11 January 2008

SCANNING INFORMATION SHEET

DECISION NOTICE + 106



F/2001/3311

WOKINGHAM DISTRICT COUNCIL

TOWN AND COUNTRY PLANNING ACTS

Notification of Approval of Permission

London & Cambridge Properties Ltd
C/O Lyons & Sleeman & Hoare
Nero Brewery
Cricket Green
Hartley Wintney
Hook
RG27 8QA

Application Number: F/2001/3311

Parish:	**WOODLEY**
Location:	**Building 66, Headley Road East, Woodley, Reading.**
Proposal:	**Proposed redevelopment of site to form class B1 (business) accommodation with associated provision for access, servicing, parking and landscaping.**

The Wokingham District Council in pursuance of their powers under the above Acts and Regulations hereby **Approve Permission** for carrying out the above development in accordance with the application and the accompanying plans submitted to the Council subject to compliance with the following conditions, the reasons for which are specified hereunder.

Conditions

1. The development hereby permitted shall be begun before the expiration of five years from the date of this permission.

2. Before the building operations hereby permitted are commenced, samples and details of the proposed external materials shall be submitted to and approved in writing by the Local Planning Authority and no external materials shall be used other than those approved.

3. The development shall not commence until details of all boundary treatment(s) has been submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be implemented prior to the first occupation of the development or phased as agreed in writing by the Local Planning Authority. The approved scheme shall be maintained in perpetuity.

4. No external lighting shall be installed on the site or affixed to any buildings on the site unless the Local Planning Authority has first approved in writing details of the position, height, design and intensity.

5. Works related to the construction of the development hereby granted, including works of demolition or preparation prior to building operations, shall not take place other than between the hours of 8 am and 7 pm Monday to Friday and 8 am to 1.30 pm Saturdays and at no time on Sundays or Bank or National Holidays

6. Prior to the commencement of development, details of the slab levels of the proposed buildings shall be submitted to and approved in writing by the Local Planning Authority. The constructed development shall not vary from the approved levels.

7. No materials, containers or equipment shall be stored on the site outside buildings except for waste materials contained within suitable and sufficient waste containers for removal

8. Prior to commencing work on site, provision shall be made to accommodate all site operatives' visitors and construction vehicles loading, off-loading, parking and turning within the site during the construction period, in accordance with details to be submitted to and agreed in writing by the Local Planning Authority. The provision should be maintained and used at all times.

9. Precautions shall be taken for the duration of the construction period to prevent the deposit of mud and similar debris (including blown litter) on the adjacent public highways, in accordance with details to be submitted to and approved in writing by the Local Planning Authority prior to the commencement of development.

10. No development shall take place until there has been submitted to and approved in writing by the Local Planning Authority a scheme of landscaping, which shall include indications of all existing trees and hedgerows on the land, and details of any to be retained, together with measures for their protection in the course of development; the approved landscaping scheme (with the exception of planting, seeding and turfing) shall be implemented prior to the occupation of any of the building(s) hereby approved and retained.

11. All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of the buildings or the completion of the development, whichever is the sooner; and any trees or plants which within a period of 5 years from the completion of the landscaping die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species.

12. No trees, hedgerows or shrubs within the curtilage of the site, except those shown on the approved plan(s) or otherwise clearly indicated in the approved details as being removed, shall be felled, lopped or pruned, nor shall any roots be removed or pruned without the prior consent of the Local Planning Authority during development and for a period of five years after completion of the development hereby approved. The branch structure and trunks of the trees to be retained and their root systems shall be protected from any damage during site works, in accordance with a scheme to be submitted to and approved in writing by the Local Planning Authority. Any trees, hedgerows or shrubs removed or which die or become dangerous, damaged or diseased before the end of a

period of five years after completion of the development hereby approved shall be replaced with new trees, hedging or shrub species (of such size species and in such number and position as maybe agreed in writing), before the end of the first available planting season (1st November to 31st March) following their loss or removal.

13. All plant, machinery and equipment (including fans, ducting and external openings) to be used by reason of the granting of this permission shall be so installed, maintained and operated so as to prevent the transmission of noise and vibration beyond the boundary of any residential premises within the vicinity of the site to which the application refers. Development shall not begin until a scheme of noise attenuation measures has been submitted to and approved in writing by the Local Planning Authority.

14. All dust, grit, ash, smoke, steam and fumes created from the use hereby approved shall be extracted via ventilation and filtration equipment to avoid a nuisance to nearby properties. Details of the nature and location of such ventilation and filtration equipment shall be submitted to and approved in writing by the Local Planning Authority before installation. The approved details shall be installed prior to commencement of the use hereby approved and shall thereafter be maintained.

15. No development shall be commenced until a scheme for protecting dwellings and gardens within the vicinity of the proposed development from car park noise has been submitted to and approved in writing by the Local Planning Authority. All works that form part of the approved scheme shall be completed before the use hereby approved is commenced. The approved scheme shall be retained and maintained for the duration of the use.

16. No soakaways shall be constructed in contaminated ground.

17. Notwithstanding the plans submitted, prior to the development commencing the access shall be constructed in accordance with detailed plans submitted to and approved by the Local Planning Authority. Details shall include the provision of adequate access width, junction radii and set back of gates.

18. Notwithstanding the plans submitted, prior to the development commencing, detailed plans showing the on site car parking, loading and unloading provision shall be submitted to and approved by the Local Planning Authority. The number of on site car parking spaces shall not exceed 1 space per 30 sq. metres. The approved details shall be implemented prior to the occupation of any of the approved development and thereafter be retained.

19. Notwithstanding the plans submitted, prior to the development commencing, details plans shall be submitted to and approved by the Local Planning Authority showing cycle parking in accordance with the standards contained within the Wokingham District Cycle Strategy document and relocated within the forecourt area of the development. The cycle parking shall be provided in accordance with the approved plans prior to the development being occupied and thereafter be retained.

20. Prior to the start of the hereby approved development full details of the proposed treatment of the rear boundary ditch shall be submitted to and approved in writing by the

Local Planning Authority. These approved works shall be carried out prior to the occupation of the first building on the site, and shall thereafter by maintained.

21. Surface water source control measures shall be carried out in accordance with details which shall be submitted to and approved in writing by the Local Planning Authority before development is commenced.

22. The proposed vertical masts as shown on drawing numbers 00/011 PO7; 00/011/PO8; 00/011 P9; 00/011 P10 and the illustrative perspective drawing number 00/011 P12, shall at no time be erected on the hereby approved building.

Reasons

1. In pursuance of Section 91(1) of the Town and Country Planning Act 1990.

2. To ensure that the external appearance of the building is satisfactory.

3. To safeguard the visual amenities of neighbouring properties and the locality.

4. In the interests of visual amenity.

5. To protect the occupiers of neighbouring properties from noise and disturbance outside the permitted hours during the construction period.

6. In order to ensure a satisfactory form of development relative to surrounding buildings and landscape.

7. In the interests of visual amenity.

8. To prevent queuing and parking off site, in the interests of highway safety and convenience.

9. In the interests of highway safety and convenience.

10. In the interests of visual amenity.

11. In the interests of visual amenity.

12. The existing trees/hedgerows/shrubs represent an important public visual amenity in the area.

13. To safeguard the residential amenity of the adjacent dwellings.

14. To protect the amenities of the occupants of nearby properties from dust, grit, fumes, steam and smoke.

15. To protect the adjacent occupiers from noise and disturbance.

16. To prevent pollution of ground water.

17. To safeguard highway safety.

18. To safeguard highway safety.

19. To safeguard highway safety.

20. To safeguard adequate land drainage and the visual amenity of the area.

21. To prevent the increased risk of flooding and to improve water quality.

22. To safeguard the visual amenity of the surrounding area.

Informatives

1. No soakaways shall be constructed such that they penetrate the water table, and they shall not in any event exceed 3meters in depth below the existing ground level.

2. You are advised, in compliance with the Town and Country Planning (General Development procedure)(England) (Amendment) Order 2000, that the following policies and/or proposals in the development plan are relevant to this decision:

Berkshire Structure Plan Policies OS1, BU1, BU2, LD3 and EN1.

Loddon Area Local Plan Policies LTV1, LE1, LBE1, LW2, LBE2, LBE8, LT5 and LT6.

Wokingham District Local Plan Policies WOS1, WOS2, WOS3, WOS4, WOS5, WOS6, WOS7, WEM2, WEM12, WBE1, WBE2, WBE10, WBE12, WT6 and WT7.

T. G Watson

Trevor Watson
Development Control Manager
Date: 13/11/2003

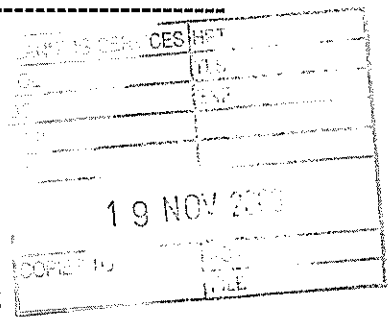
Notice checked by:

If this notice grants permission to proceed with the proposal the applicant is reminded that it relates to planning permission only and does not constitute approval under any other legislation including Building Regulations.

MEMO

WOKINGHAM
DISTRICT COUNCIL

LEGAL AND DEMOCRATIC SERVICES



To: Jenny Jackson – Development Control
From: Colin Lawley, Principal Solicitor
Tel: 6524
Date: 18.11.03
Subject: LCP SECURITIES LIMITED
SECTION 106 AGREEMENT
PLANNING APPLICATION NO. 0/2001/3322
THE WESTERN SITE, HEADLEY ROAD EAST,
WOODLEY

Attached for your information is a copy of a completed Section 106 Agreement.

Colin Lawley

Enc.

DATED 29th OCTOBER 2003

WOKINGHAM DISTRICT COUNCIL

and

LCP SECURITIES LIMITED

AGREEMENT

under Section 106 of the Town and Country Planning Act 1990
and Section 111 of the Local Government Act 1972
Planning Application Number 0/2001/3322

S Nelson-Wehrmeyer, Solicitor
Wokingham District Council
Civic Offices, Shute End
Wokingham, Berkshire RG40 1WH

CJL/CEM/S106 London & Cambridge - Western

THIS AGREEMENT is made the 29TH day of OCTOBER Two thousand and three BETWEEN WOKINGHAM DISTRICT COUNCIL of Civic Offices Shute End Wokingham Berkshire ("the Council") and LCP SECURITIES LIMITED having its registered office at LCP House The Pensnett Estate Kingswinford West Midlands DY6 7NA ("the Owner")

WHEREAS:

A. The Owner is the estate owner/owner in fee simple of the land shown edged red on the plan annexed hereto and known as The Western Site Headley Road East Woodley Berkshire ("the Site")

B. On the 1st day of February 2001 the LONDON & CAMBRIDGE PROPERTIES LIMITED made an application for planning permission number 0/2001/3322 ("the Application") for the redevelopment of the Site to create 3,600 square metres of the Site for B1(c) use as defined by the Town and Country Planning (Use Classes) Order 1987 ("the Order") and 8,700 square metres of the Site for B8 use as defined by the Order ("the Development")

C. The Council is the District Planning Authority for the administrative District of Wokingham

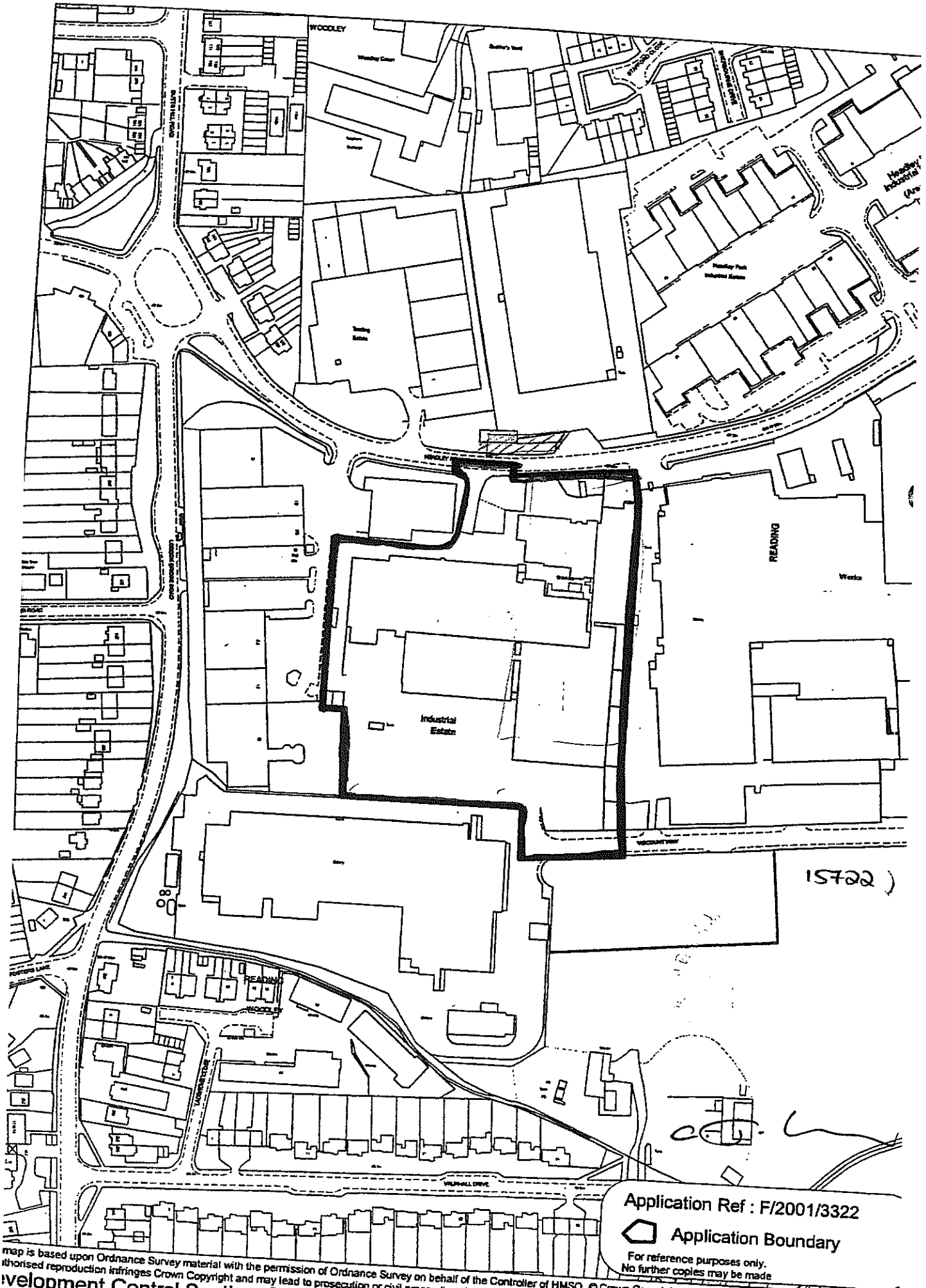
D. The Council has resolved that SUBJECT to the Owner entering into this Agreement planning permission ("the Permission") should be granted in respect of the Application and the Owner has agreed to enter into this Agreement conditionally upon the Permission being granted in respect of the Application

E. This Agreement is entered into pursuant to the provisions of Section 106 of the Town and Country Planning Act 1990 and Section 111 of the Local Government Act 1972 whereby the Council is empowered to enter into Agreement for various purposes in connection with the

development of land and otherwise as more particularly set out in the Statutory Provisions

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. This Agreement is made in pursuance of the Statutory Provisions and all other powers enabling the Council in this behalf and is a planning obligation pursuant to Section 106 of the Town and Country Planning Act 1990 (as substituted – "the 1990 Act") which planning obligation is enforceable by the Council
2. This Agreement shall only come into effect following the grant of the Permission and its implementation ("Implementation" which shall mean a material operation as defined in section 56(4) of the 1990 Act PROVIDED THAT for the purposes of determining whether or not a material operation has been carried out there shall be disregarded works of demolition site clearance site preparation and diversion and laying of services and "Implemented" shall be construed accordingly) by the Owner or by any other person so entitled
3. Words in this Agreement importing the singular meaning shall where the context so admits include the plural meaning and vice versa
4. Words in this Agreement of the masculine gender shall include the feminine and neuter genders and vice versa and words denoting natural persons shall include corporations and vice versa
5. This Agreement shall terminate and cease to have effect if the Permission expires before the Development is commenced by its Implementation by the Owner (or any other person so entitled) or if at any time it is quashed or revoked or otherwise withdrawn (or without the consent of the Applicant) modified



map is based upon Ordnance Survey material with the permission of Ordnance Survey on behalf of the Controller of HMSO. © Crown Copyright.
uthorised reproduction infringes Crown Copyright and may lead to prosecution or civil proceedings.Wokingham District Council Licence LA086134

velopment Control Section, Environmental Services, Wokingham District Council.
May 2001

6. No person shall be liable for any breach of the covenants contained in this Agreement after it shall have parted with ownership of its interest in that part of the Site in respect of which such breach occurs but without prejudice to liability for any antecedent breach prior to parting with such interest

7. Nothing in this Agreement shall be constructed as prohibiting or limiting any right to develop any part of the Site in accordance with the planning permission granted by the Council or by the Secretary of State for Transport Local Government and the Regions on appeal or reference to him after the date of this Agreement

8. The provisions of this Agreement shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999

9. The Owner so as to bind each and every part of the Site into whosoever hands the same may come hereby covenants with the Council:

9.1 on Implementation of the Permission to pay to the Council the sum of SEVENTY THOUSAND POUNDS (£70,000) as a contribution towards highway improvements in the vicinity of the Site ("the Highway Contribution") together with an additional sum (hereinafter called "the Additional Highway Contribution") which shall be a sum equivalent to the Highway Contribution increased by such proportion as the figures show in the Index of Retail Prices (All items) published by or on behalf of HM Government in respect of the month and year when the Permission is issued has increased by comparison to the figure shown in the said Index last published on the date on which the Highway Contribution and the Additional Highway Contribution shall actually have been received by the Council PROVIDED THAT in the event of the reference bases figure having been changed since the month and the year when the Permission is issued the figure to be used shall be that

which would have been applicable on the month and year when the Permission is issued if the said reference base figure had not been changed

9.2 on Implementation of the Permission to pay to the Council the sum of TEN THOUSAND POUNDS (£10,000) as a contribution towards the enhancement of leisure facilities at Vauxhall Park and the Bulmershe leisure facilities ("the Leisure Facility Contribution") together with an additional sum (hereinafter called "the Additional Leisure Facility Contribution") which shall be a sum equivalent to the Leisure Facility Contribution increased by such proportion as the figures show in the index of Retail Prices (All Items) published by or on behalf of HM Government in respect of the month and year when the Permission is issued has increased by comparison to the figure shown in the said Index last published on the date on which the Leisure Facility Contribution and the Additional Leisure Facility Contribution shall actually have been received by the Council PROVIDED THAT in the event of the reference base figure having been changed since the month and the year when the Permission is issued the figure to be used shall be that which would have been applicable on the month and the year when the Permission is issued if the said reference base figure had not been changed

9.3 in the event that payments of £70,000 and £10,000 in respect of Application F/2001/3311 submitted by the Developer to the Council have already been received when the Permission is Implemented then clauses 9.1 and 9.2 shall not apply to this Agreement

9.4 Not to occupy the Development (except for the purposes of fitting out and/or decoration) until the Council has approved a green travel plan ("GTP") for the development such GTP to be substantially in

accordance with the guidelines contained within the Second Schedule and to implement the GTP once it has been approved by the Council

9.5 In the event that application 2001/3311 is Implemented not to grant any new lease for B1(a) use as defined in the Order in respect of premises located upon the site PROVIDED THAT this shall not prevent the renewal of an existing lease of such premises under the provisions of the Landlord and Tenant Act 1954

9.6 to pay the Council's reasonable legal fees for the preparation of this Agreement

10. The Council covenants that if it shall not have applied the sums received pursuant to clauses 9.1 and 9.2 in accordance with the provisions of such clauses within 5 years from the date of payment then it shall on such date repay to the Owner such sum as shall not have been so applied together with interest at the base rate from time to time of Lloyds Bank plc from the date of payment to the Council pursuant to clauses 9.1 and 9.2 until the date of repayment

IN WITNESS whereof the parties hereto have affixed their Common Seals the day and year first before written

15722

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

Solicitor

THE COMMON SEAL of
LCP SECURITIES LIMITED was
hereunto affixed in the presence of:

Director

Secretary

SECOND SCHEDULE

GREEN TRAVEL PLAN GUIDELINES

Measures shall include:-

1. The encouragement of pedestrian access to the Development by appropriate initiatives including the provision of information/maps and existing footpaths/cycleways available in the vicinity of the Site.

2. The encouragement of cycle commuting by appropriate initiatives including the provision of facilities for the parking of cycles and shower and changing facilities but without requiring the offer or making of any financial inducement or benefit and provided that the provision of cycle parking shall not be in excess of that required by the relevant condition in the Permission.

3. The encouragement of the use of existing local public bus services (but not the provision of new or dedicated services).

4. The encouragement of car sharing through such provisions as bulletin boards (electronic or otherwise) and employee databases where employees may seek others to share rides to and from work

106/1000/-1

Lawrence Graham

WOKINGHAM DISTRICT COUNCIL
RECEIVED
10 OCT 2002
LEGAL SERVICES



9 October 2002

Mrs Edwina Farrell
Solicitor
Legal Services
Wokingham District Council
Shute End
Wokingham RG40 1WH

Our ref: ETL/ETL/L2683/175
Direct dial: 020-7759 6581
Direct fax: 020-7173 8581

doc number: 3948912.1

Dear Mrs Farrell

Development at Headley Road East, Woodley - Section 106 Agreements

Further to your letter of the 11th September in respect of the cycle way, my Client is agreeable to an option at nil cost, but only for a period of 5 years. Whilst my Client is agreeable to a fixed point of access and egress, the proposed route of the cycle way cannot be fixed as this may prevent future development of the site. I would also be grateful if you could kindly let me know details of the cycle way including its width and the materials for its construction.

I look forward to hearing from you and receiving the draft.

Yours sincerely

Edward Lewis

EDWARD LEWIS

190 Strand London WC2R 1JN Tel: +44(0)20 7379 0000
Fax: +44(0)20 7379 6854 DX: 39 London Chancery Lane WC2 info@lawgram.com www.lawgram.com

MEMBER OF ABLE (ASSOCIATED BUSINESS LAWYERS IN EUROPE)
REGULATED BY THE LAW SOCIETY. A LIST OF PARTNERS IS AVAILABLE FOR INSPECTION AT OUR OFFICE

Reply 10 days please ?

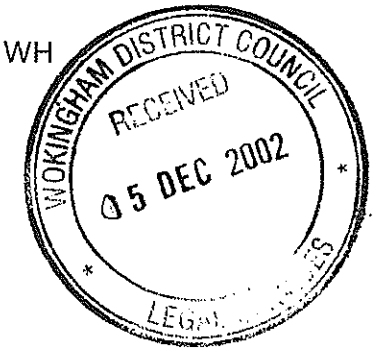
Lawrence Graham

4 December 2002

Mrs Edwina Farrell
Solicitor
Legal Services
Wokingham District Council
Shute End
Wokingham RG40 1WH

Our ref: ETL/ETL/L2683/175
Direct dial: 020-7759 6581
Direct fax: 020-7173 8581

doc number: 4018288.1



Dear Mrs Farrell

Development at Headley Road East, Woodley - Section 106 Agreements

Please can you let us know whether you have received instructions in respect of the above matter. We returned the draft to you on 25 June and subsequently dealt with your queries in respect of tenancies. We are also waiting to hear from you further to our letter of 9 October in respect of details of the cycle way, including its width and the materials for its construction.

Please can you kindly respond as a matter of urgency.

Yours sincerely

Edward Lewis

EDWARD LEWIS

190 Strand London WC2R 1JN Tel: +44(0)20 7379 0000
Fax: +44(0)20 7379 6854 DX: 39 London Chancery Lane WC2 info@lawgram.com www.lawgram.com

MEMBER OF ABLE (ASSOCIATED BUSINESS LAWYERS IN EUROPE)
REGULATED BY THE LAW SOCIETY. A LIST OF PARTNERS IS AVAILABLE FOR INSPECTION AT OUR OFFICE