



WOKINGHAM BOROUGH COUNCIL

DATED *14th November* 2018

WOKINGHAM BOROUGH COUNCIL

and

MARINO FAMILY TRUST COMPANY LIMITED

and

SIMON MARINO

and

JASON MARINO

and

AMBER MARINO

and

ALISON JAYNE MARINO

and

HAZEL VIOLETTE MARINO

and

LEGAL & GENERAL HOMES COMMUNITIES (ARBORFIELD) LIMITED

DEED OF PLANNING OBLIGATION

in relation to development at Arborfield Garrison (Hogwood Farm), Wokingham (application reference 181194 pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended) to vary conditions 1 to 10 (inclusive) 13 14, 24, 39, 41, 45, 46, 62, 64 and 66 of a hybrid planning application under planning reference O/2014/2179)

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DEED OF PLANNING OBLIGATION

THIS DEED is made on

14th November

2018

Between

- (1) **MARINO FAMILY TRUST COMPANY LIMITED** (company number 02289977) whose Registered Office is at Willow Wick Farm, Wick Hill Lane, Finchampstead, Wokingham, Berkshire RG40 3QH
- (2) **SIMON MARINO** of the Lodge Hogwood Farm, Finchampstead, Wokingham, Berkshire RG40 3QY **JASON MARINO** of Hogwood House, Hogwood Farm, Finchampstead, Wokingham, Berkshire RG40 4QY and **AMBER MARINO** of Willow Wick Farm, Wick Hill Lane, Finchampstead, Wokingham, Berkshire RG40 3QH
- (3) **ALISON JAYNE MARINO** of Hogwood House, Hogwood Farm, Sheerlands Road, Finchampstead, Wokingham, Berkshire RG40 4QY
- (4) **HAZEL VIOLETTE MARINO** of Willow Wick Farm, Wick Hill Lane, Finchampstead, Wokingham, Berkshire RG40 3QH

who together shall be defined as "the Owners"

- (5) **LEGAL & GENERAL HOMES COMMUNITIES (ARBORFIELD) LIMITED** (Company Number: 11050597) whose registered address is at One Coleman Street, London, EC2R 5AA ("the Developer")
- (6) **WOKINGHAM BOROUGH COUNCIL** of Council Offices, Shute End, Wokingham, Berkshire RG40 1BN ("the Council")

Introduction

- (A) The Council is the Local Planning Authority for the purposes of the Act for the Borough of Wokingham in which the Application Site is situated.
- (B) The Council is also the Local Highway Authority for the purposes of the Highways Act 1980 and the Local Education Authority for the purposes of the Education Act 1996 for the Borough of Wokingham in which the Application Site is situated.
- (C) By a deed dated 5 January 2017 pursuant to the Act (as defined below) between the Council and the Owners (the "Original S.106 Agreement Deed"), the parties entered into planning obligations in connection with the proposed development of land at Arborfield Garrison, Hogwood Farm, Sheerlands Road, Finchampstead, Wokingham, Berkshire, RG40 4QY pursuant to the Original Planning Permission (as defined below).
- (D) The Developer has by the planning application with reference 181194 ("the Section 73 Planning Application") applied to vary the wording contained in Conditions 1 to 10 (inclusive) 13 14, 24, 39, 41, 45, 46, 62, 64 and 66 attached to the Original Planning Permission.
- (E) The Council under delegated powers intends to grant outline planning permission pursuant to the Section 73 Planning Application subject to (inter alia) the prior completion of this Deed.
- (F) The Application Site is within the Arborfield Garrison Strategic Development Location (SDL) and it is the Council's policy that all development within the SDL should proceed generally in accordance with the provisions of the Core Strategy and further that the cost of providing infrastructure required to enable the SDL to be developed as

contemplated within the Core Strategy shall be shared proportionately between all the new developments within the SDL.

- (G) The Developer entered into a conditional contract dated 23 November 2017 to purchase the Land. Subsequently, on 31 October 2018, the Developer purchased the freehold interest in the Land (as defined below) and will be registered as the proprietor of the freehold interest at the Land Registry under title numbers BK236764, BK395699, BK287472, BK229239, BK427896, BK203135 and part of title numbers BK436385 and BK132059 and subject to the entries on the register therein and hold an equitable interest in the Land until its registration.
- (H) Simon Marino, Jason Marion and Amber Marino are the proprietors of the freehold interest in the balance of the freehold title registered at Land Registry under title number BK436385 and the Marino Family Trust Company Limited are the proprietors of the freehold interest in the balance of the freehold title registered at Land Registry under title number BK132059.
- (I) The Owners have the benefit of an option dated 8 April 2008 as varied by an agreement dated 18 December 2012 and further varied by an agreement dated 23 November 2017 registered at HM Land Registry as unilateral notices against title number BK374005 to acquire freehold title of that part of the Application Site not comprising the Land.
- (J) The Owners have exercised their option in respect of title number BK374005 and directed part of the freehold title to be transferred to the Developer on 31 October 2018 and the balance of the freehold title to be transferred to the Owners. The Developer and the Owners will be registered as the proprietors of the respective parts of the freehold interest at the Land Registry under title number BK374005 and subject to the entries on the register therein and hold an equitable interest in the Land until its registration.
- (K) The Marino Family Trust Company Limited has a charge over title numbers BK236764, BK132059 and BK436385.
- (L) The Owners the Developer and the Council acknowledge that the Development forms part of the wider development of the SDL and the obligations created by this Deed are:
- (a) necessary to make the Development acceptable in planning terms,
 - (b) directly related to the Development, and
 - (c) fairly and reasonably related in scale and kind to the Development
- and are therefore capable of constituting reasons for granting planning permission in accordance with Regulation 122(2) of the 2010 Regulations.
- (M) The Owners and the Developer enter into this Deed for the purpose of ensuring that the Council can regulate the proper development of the Land and to secure financial contributions towards the purposes set out in this Deed.
- (N) The Chargee enters into this Deed to give its consent to the land over which it has a charge to be bound by the terms of this Deed.

NOW THIS DEED WITNESSES as follows

1. Definitions and interpretation

In this Deed the following words and expressions shall where the context so requires or admits have the following meanings:

2010 Regulations means the Community Infrastructure Regulations 2010 (as amended)

Access and Movement Parameter Plan means the plan annexed to this Deed at Annex 3 (with reference CB_12_103_S73_002 Rev K)

Access Junctions means potential junctions along the Nine Mile Ride Extension and Hogwood Spur Road that are required to access the Development Parcels the locations and details of which will be agreed between the Council and Owners during the detailed design of the NMRES and Hogwood Spur Road to ensure suitable access to the Development Parcels.

Access Junctions Costs means the costs of delivering the Access Junctions (being such additional costs over and above the costs of the NMRES) as notified by the Council to the Owner the final figure of which will be provided to the Owner by the Council following approval by the Council of the locations and detailed design of the Access Junctions pursuant to the Reserved Matters application for the NMRES and the Hogwood Spur Road

Act means the Town and Country Planning Act 1990 (as amended)

Affordable Housing means housing which meets the definition of affordable housing in annex 2 of the National Planning Policy Framework published by the Ministry of Housing, Communities and Local Government or any future guidance that replaces it

Affordable Housing Contribution means a contribution(s) which may or may not be payable subject to the details agreed under the Affordable Housing Scheme(s) and which is to be applied towards the off site provision or regeneration of Affordable Housing within the Council's administrative area

Affordable Housing Scheme means a scheme to be submitted in accordance with Schedule 1 of this deed and which shall set out the provisions for delivering 35% of the residential units as Affordable Housing (or equivalent value to the provision of 35% affordable housing) and which shall include full details of:

- (a) the form of affordable housing delivery, including on-site delivery and/or an Affordable Housing Contribution in lieu of a full 35% on-site provision of affordable housing and/or the Transfer of developable land of broadly equivalent value towards affordable housing provision;
- (b) the numbers, type, tenure and location of the on-site affordable housing provision;
- (c) the timing of the construction of the on-site affordable housing and its phasing in relation to the construction and occupancy of the market housing;
- (d) the arrangements for the transfer of the on-site affordable housing to an affordable housing Registered Provider;
- (e) the arrangements to ensure that such provision is affordable for both first and subsequent occupiers of the affordable housing, unless such arrangements are inappropriate for the specific affordable housing tenures proposed; and
- (f) the occupancy criteria to be used for determining the identity of the occupiers of the on-site affordable housing and the means by which such occupancy criteria shall be enforced.
- (g) the approved thresholds of Dwelling numbers restricting Occupation of Dwellings until appropriate provision of Affordable Housing has been made

in accordance with this Deed or until payment of Affordable Housing Contribution is made or the Transfer of developable land of broadly equivalent value towards affordable housing provision

Allotments Land means the Land suitable to be laid out as allotments (in accordance with the Council's standard specification) comprising an area of no less than 1.87 hectares for the provision of allotment plots as shown for indicative purposes only on the Landscape and Open Spaces Parameter Plan.

Ancillary Open Space means Open Space Areas within the Land which are not individually identified or specifically allocated either on the Landscape and Open Spaces Parameter Plan or in of this Deed the exact size locations and boundaries of which are to be determined as part of the Reserved Matters applications

Ancillary Open Space Maintenance Sum means a sum to be calculated at £3.61 (three pounds, sixty one pence) per square metre of provision of Ancillary Open Spaces which shall be applied towards the maintenance of the Ancillary Open Space following Transfer to the Council

Application Site means the Land and all that land shown for identification purposes hatched blue on the Plan and which for the avoidance of doubt comprises in part the Land

Arborfield Garrison SDL means the Arborfield Garrison Strategic Development Location as identified within the adopted development plan for Wokingham Borough Council

BMX Facility means a facility suitable for freestyle wheeled local equipped area for play comprising an area of not less than 800sqm of activity zone with provision for a minimum number of ten play experiences otherwise constructed in accordance with the principles set out in Fields in Trust's "Planning for Design for Outdoor Sport and Play" the exact location, specification and boundaries of which are to be agreed by the Council pursuant to an application for approval of Reserved Matters

Bridleway means the public right of way shown indicatively on the Access and Movement Parameter Plan as an orange coloured dotted line

Bridleway Maintenance Sum means the sum of £16,500 (sixteen thousand five hundred pounds)

Certificate of Practical Completion means a certificate to be issued to the Owner by Council to certify practical completion of the laying out and / or construction of the Children's Play Areas, the Open Space and the SANGs

Chargee means the Marino Family Trust Company Limited

Children's Play Area means the provision of children's play facilities within the Land in the locations marked 'Playspaces' on the Landscape and Open Spaces Parameter Plan comprising an aggregate area of not less than 0.9 hectares in accordance with the specification in Schedule 5, Part 2 and consisting of 1 NEAP, 2 LEAPs, 2 LLAPs, a BMX Facility and sufficient LAPS to meet Fields In Trust standards or equivalent the exact location and boundaries of which are to be agreed by the Council pursuant to an application for the approval of Reserved Matters

Children's Play Area Maintenance Sum means £1,124,320 (one million one hundred and twenty four thousand and three hundred and twenty pounds) towards the cost of maintaining the Children's Play Area within the Land

Church Road/Farley Hill Contribution means £44,000 (forty four thousand pounds) towards the provision and implementation of traffic calming works/measures in and around Church Road and Farley Hill

Commencement of Development means the carrying out on the Land of a material operation pursuant to the Section 73 Planning Permission as defined in Section 56(4) of the Act save that for the purposes of this Deed for the purpose of determining whether or not a material operation has been carried out there should be disregarded such operations as marking out surveying, ground investigations, archaeological investigations, demolition, site clearance, preparation, any decontamination works and works to provide Service Media, construction access and the base course to the estate roads and any works in connection with the Hogwood Spur Road, NMRES, the erection of temporary fences, hoardings and any temporary marketing suite within the Land in addition to for the avoidance of doubt all work agreed in writing by the Council pursuant to the SUDS works and the SANG Landscape Strategy of which the latter is required prior to Commencement of Development and Commence and Commencement shall be construed accordingly

Community Infrastructure Levy means the levy to be collected by the Council pursuant to the 2010 Regulations (as amended)

Community Manager Contribution means a contribution of £150,000 (one hundred and fifty thousand pounds) towards the employment of a community manager for the SDL

Complete means the completion of the relevant item so that:

- (a) it has been laid out and/or constructed; and
- (b) a Certificate of Practical Completion has been issued in respect of it (where applicable); and
- (c) it has been opened for use by the public or traffic as appropriate

and Completion and Completed shall be construed accordingly

Construction Works Site(s) means a works compound or compounds necessary to facilitate the construction of the various pieces of infrastructure on the Land

Contributions means all of the financial contributions payable under the terms of this Deed as described in Schedule 3 to this Deed

Core Strategy means the Adopted Core Strategy Development Plan Document which forms part of the Development Plan for the Borough of Wokingham and was adopted by the Council in January 2010

Detailed Specification means a document which sets out in sufficient detail the manner in which the relevant item of infrastructure is to be laid out or constructed or delivered or all of these.

Development means the development of the Application Site for demolition of all existing buildings on site; up to 1,500 new dwellings (Use Class C3); up to 12,000 sqm of employment floorspace (Use Class B2); a Neighbourhood Centre with up to 1,900 sqm of non-residential floorspace (Use Classes A1/A2/A3/A4/A5 and D1); a new primary school; new sports pitches and associated pavilion building; highways infrastructure including an extension to the Nine Mile Ride and a new link from the Nine Mile Ride Extension to the Hogwood Lane Industrial Estate; associated landscaping, public realm and open/green space (including children's play areas); Suitable Alternative Natural Greenspace (SANG); and sustainable urban drainage systems.

Development Parcel means the individual development parcels on the Land as shown on the Landscape and Open Spaces Parameter Plan those being Parcels P1 to P15 (inclusive), PRS, NC and E

Development Plan has the meaning ascribed to it in section 38(3) of the Planning and Compulsory Purchase Act 2004

Dwelling means any dwelling (including house, flat or maisonette) together with associated garden, garage, driveway and/or parking spaces to be constructed within the Land pursuant to the Section 73 Planning Permission

Eversley Highways Improvements Contribution means a contribution of £60,000.00 (sixty thousand pounds) towards environmental and road safety improvements along the A327 corridor south of Arborfield between the County boundary and the A30 including the A328/A30 junction

Existing Use means the use for which land is intended following Transfer.

Highways Development Manager means the manager of the personnel who amongst other things advise development control officers within the planning department on transport and highway matters or such other person who carries out the substantial duties of that role.

Highways Improvements Corridor Land means a corridor of land to be secured for the Council under the terms of this Deed sufficient to deliver a Secondary Street the route and extent of which is shown on the Highways Improvements Corridor Land Plan

Highways Improvements Corridor Land Plan means the plan annexed to this Deed at Annex 5 with plan reference C85672_SK_130 Rev D

Highways Works means all of those works described in Part 2 of Schedule 4

Hogwood Spur Road means a new highway between Nine Mile Ride Extension South and Hogwood Lane to be constructed along the indicative alignment shown on the Access and Movement Parameter Plan.

Hogwood Spur Road Land means the land required for the construction of the Hogwood Spur Road the exact location of which will be identified/established in the Reserved Matters planning application/approval pertaining to the NMRES and the Hogwood Spur Road shown for indicative purposes only on the Access and Movement Parameter Plan and will comprise of highway, footways, cycleways associated verges

Index means the All in Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor index

Index-Linked means that the sum of money payable to the Council as Contributions and/or Maintenance Sums under this Deed shall be varied by movements in the Index between 5 January 2017 and the date of actual payment in accordance with the following formula:

Amount Payable = Relevant Amount x (A divided by B)

Where the Relevant Amount = the payment to be Index Linked

A = the figure for the Index which applied when the Index was last published prior to the date the Relevant Amount is actually paid under this Deed

B = the figure for the Index which applied when the Index was last published prior to 5 January 2017

PROVIDED THAT the Index Linked sum shall never be less than the original sum specified as payable under this Deed

(it should be noted that the Index presents forecast figures, which are updated and finalised periodically. If the published Index figure to be applied has not been finalised (firmed up) then the forecast figure will be used.)

Interest means 4% (four percent) above base rate for the time being of the Bank of England

Interest Bearing Account means an interest bearing account with a major clearing bank which attracts a rate of interest and which is on terms which would be acceptable to a reasonably prudent local authority

Land means that part of the Application Site shown edged in red on the Plan

Landscape and Open Spaces Parameter Plan means drawing CB_12_103_S73_004 Rev J annexed to this Deed at Annex 4

Land Use Parameter Plan means the plan annexed to this Deed at Schedule 12

LAP means a local area of play comprising an area of not less 400sqm of activity zone otherwise constructed in accordance with the principles in Fields in Trust's "Planning and Design for Outdoor Sport and Play" the exact location, specification and boundaries of which are to be agreed by the Council pursuant to an application for the approval of Reserved Matters

LEAP means a local equipped area for play comprising an area of not less than 800sqm of activity zone with provision for a minimum number of ten play experiences otherwise constructed in accordance with the principles set out in Fields in Trust's "Planning and Design for Outdoor Sport and Play" the exact location, specification and boundaries of which are to be agreed by the Council pursuant to an application for approval of Reserved Matters

LLAP means a local landscaped area for play comprising a minimum of 1000sqm of activity zone otherwise constructed in accordance with the principles set out in Fields in Trust's "Planning and Design for Outdoor Sport and Play" the exact location and boundaries of which are to be agreed by the Council pursuant to an application for approval of Reserved Matters

Local Businesses mean businesses which are located within the Council's administrative area or otherwise have an operational place of business within 20 miles of the Site

Local People means people who live within the Council's administrative area or otherwise within 20 miles of the Site

Maintenance Period means the period of 12 calendar months from the date of the Certificate of Practical Completion

Maintenance Sums means the Children's Play Area Maintenance Sum, Ancillary Open Space Maintenance Sum, SANG Maintenance Sum and the Open Space Maintenance Sum

Monitoring Fee means a total sum of £20,000 (twenty thousand pounds) representing the reasonable expenses which will be incurred by the Council in connection with checking that the terms of this Deed

My Journey means the Council's Borough-wide travel awareness initiative which seeks to encourage Wokingham residents to consider and make use of the various transport options available to them for local journeys.

My Journey Contribution means a contribution of £450.00 (four hundred and fifty pounds) per Dwelling paid towards the implementation of the My Journey initiative relating to the Land.

Nine Mile Ride Extension (NMRE) means a new highway connecting the A327 at the A327 Access Junction with the existing Nine Mile Ride at Park Lane

Nine Mile Ride Extension South (NMRES) means works for the southern section of the Nine Mile Ride Extension between the existing Nine Mile Ride at Park Lane and Byway 18 where it will connect with NMRE northwards that links to the A327 the indicative alignment of which is shown on the Access and Movement Parameter Plan for indicative purposes only

NMRES Construction Works Site means a temporary works site required for the construction of the NMRES

NMRES Land means the land required for the construction of the NMRES the exact area and location of which will be identified/established in the Reserved Matters planning application/approval pertaining to the NMRES and the Hogwood Spur Road shown for indicative purposes only in the Access and Movement Parameter Plan and will comprise highway, footways, cycleways, associated, verges, highway verges, landscaping and highway drainage

NEAP means a neighbourhood equipped area of play comprising a minimum of 1,300sqm of activity zone of which a minimum of 685sqm shall be a hard-surfaced MUGA otherwise constructed in accordance with the principles set out in Fields in Trust's "Planning and Design for Outdoor Sport and Play" the exact location, specification and boundaries of which are to be agreed by the Council pursuant to an application for approval of Reserved Matters

Occupation means occupation for the purposes permitted by the Section 73 Planning Permission but not including occupation by personnel engaged in construction, fitting out, decoration or occupation solely for marketing or display purposes or occupation in relation to security operations within the Land

Open Market Dwellings means any Dwellings which are not Affordable Housing Dwellings

Open Space means the collective areas of informal and formal open space to be laid and delivered in accordance with Part 1 of Schedule 5 to this Deed as shown indicatively on the Landscape and Open Spaces Parameter Plan within the Land the total area of which is approximately not less than 9 hectares comprising not less than 3.6 hectares of parks and 3.73 hectares of amenity greenspace and 0.04 hectares of civic space the exact size locations and boundaries of which are to be agreed by the Council pursuant to an application for the approval of Reserved Matters

Open Space Maintenance Sum means £902,508 (nine hundred and two thousand five hundred and eight pounds) towards the cost of maintaining the Open Space

Open Space Areas means each individual area of the Open Space as depicted on the Landscape and Open Spaces Parameter Plan including parcels PG1, PG2, AGS1, AGS2, AGS3, AGS4, and AGS5

Original Planning Application means the hybrid planning application for the development registered by the Council under references O/2014/2179 which includes

the plans, specifications and particulars deposited with the Council and forming part of the Original Planning Application

Original Planning Permission means the planning permission granted pursuant to the Original Planning Application

Original S106 Agreement Deed means the deed dated 5 January 2017 between the Owners and the Council pursuant to and in association with the Original Planning Permission

Plan means the plan (with reference CB_12_103_913) annexed to this Deed at Annex 1

Playing Pitches Provision means the provision of land sufficient to accommodate an approximate area of 5.79ha of playing pitches on the Land as shown indicatively on the Landscape and Open Spaces Parameter Plan which for the avoidance of doubt may include provision within the Primary School Land

Primary School means a school providing primary education provision which for the avoidance of doubt may include ancillary provisions for childcare and services for children under the age of 5

Primary School Land means a single parcel of land comprising no less than 2.5 hectares forming part of the Land on which the Primary School is to be built as shown for indicative purposes only on the Land Use Parameter Plan

Primary Street means a primary street as indicatively shown in the Masterplan Framework Document Revision G submitted with the Planning Application the precise locations and boundaries of which are to be agreed by the Council pursuant to an application for the approval of Reserved Matters

Reasonable Endeavours means that it is agreed by the Parties to this Deed that the party under such an obligation will not be required to take proceedings (including any appeal) in any court, public inquiry, or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Deed such party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort or sums of money or both and the engagement of such professional or other advisers as in all the circumstances may be reasonable to expect

Registered Provider means a provider of social housing within the meaning of section 80 of the Housing and Regeneration Act 2008 which is registered as a provider of social housing with the Homes and Communities Agency and which has first been approved by the Council (such approval not be unreasonably withheld or delayed)

Reserved Matters means details of any one or more of access, appearance, landscaping, layout and scale reserved under the terms of the Planning Permission for subsequent approval

Reserved Matters Development Phase means a phase of the development for which Reserved Matters have been approved and which may comprise one or more Development Parcels

SAMM Contribution means a contribution towards the management and monitoring of strategic access to the Thames Basin Heaths Special Protection Area and SANGs as shall be calculated at the time of payment on the basis of:

£376.86 per 1 bed Dwelling

£492.61 per 2 bed Dwelling

£646.76 per 3 bed Dwelling

£852.47 per 4 bed Dwelling

£1,019.22 per 5+ bed Dwelling

SANG means the land not less than 29.7 hectares broadly equivalent to 8 ha per 1,000 occupants (unless otherwise agreed in writing with the Council) within the Land shown for identification purposes on the Landscape and Open Spaces Parameter Plan to be provided as suitable alternative natural green space in accordance with Schedule 6 of this Deed

SANG Landscape Strategy means a specification for works carried out on the SANG to be agreed in writing by the Council prior to Commencement of Development

SANG Maintenance Sum means a contribution of £ 2,766,031 (two million seven hundred and sixty six thousand and thirty one pounds) towards the cost of maintaining the SANG for an indefinite period

SANG Management Plan means a plan prepared by the Owner and approved by the Council prior to Commencement of Development showing the establishment and future management of the SANG (covering an initial 10 year period but including ongoing review provisions to take account of the requirement to maintain the SANG for an indefinite period)

SDL means the Arborfield Garrison Strategic Development Location as identified within the adopted development plan for Wokingham Borough Council

Secondary Street means a secondary street as indicatively shown in the Masterplan Framework Document Revision G submitted with the Planning Application

Section 25 Agreement means an agreement pursuant to section 25 of the Highways Act 1980 (as amended) to dedicate and create the Bridleway a draft form of which is annexed to this Deed at Annex 6

Section 73 Planning Application means the hybrid planning application for the Development registered by the Council under references 181194 which includes the plans, specifications and particulars deposited with the Council and forming part of the Section 73 Planning Application

Section 73 Planning Permission means the planning permission granted pursuant to the Section 73 Planning Application a draft form of which is annexed to this Deed as Annex 2

Serviced Site means a site which at its boundaries direct connection can be readily made to the main services electricity, telecommunications, water, sewers, gas drainage and carriageway, cycleways and footways providing unimpeded safe, surfaced access in an appropriate manner for the intended use for pedestrians, cyclists and vehicles to the public highway serving all or any occupied homes within the Development.

Service Media means service channels, drains, pipes, water courses, mains, wires, cables, pillars, turrets, aerials, amplifiers, receivers, poles, soakaways, swales, ponds and any other apparatus for the Services

Services means the supply of water, electricity and the disposal of foul and surface water and to the extent that they are provided for the development gas and radio, television, telephone and other audio visual and data signals

Sheerlands Road Site Access Junction means a site access junction on Sheerlands Road that connects to development parcel P1 as shown on the Access and Movement Parameter Plan

Southern Access Loop means the street labelled proposed bus loop shown for indicative purposes only on the Access and Movement Parameter Plan

SPA means the Thames Basin Heath which was designated as a 'Special Protection Area' on 9 March 2005 and forms part of a European network of sites of international importance for nature conservation established under the European Community Wild Birds and Habitat Directives

Sports Hub means a sports complex comprising multiple playing pitches pavilion facilities and car parking which will deliver all or part of the Playing Pitches Provision

Sports Hub Land means a parcel of land comprising no less than 5.79 hectares forming part of the Land on which the Sports Hub is to be provided

SUDS means the Sustainable Drainage Systems which may include any of the following to be constructed on the Land the exact location and specification of which are to be agreed by the Council pursuant to an application(s) for approval of Reserved Matters:

- (a) attenuation ponds
- (b) a surface water pumping station
- (c) swales watercourses and ditches
- (d) ponds and infiltration basins
- (e) soakaways and
- (f) all associated inlet/outlet structures, control devices, headwalls silt traps catchpits culverts and manholes

Transfer means transfer of the ownership of any part of the Land (or any other land) to the Council (or some other party who the Council elects to undertake its function in respect of the land as the case may be) pursuant to the terms of this Deed and includes appropriation where at the time of any intended transfer to the Council the land concerned is vested in the Council and Transfers and Transferred shall be construed accordingly

Transferee means a party to whom land is Transferred under the terms of this Deed

Transferor means a party who Transfers land under the terms of this Deed

Transport Interventions Contribution means a contribution of £1,100,000 (one million one hundred thousand) to be applied towards transport infrastructure and services directly related to and necessary to facilitate the Development

TRO means a Traffic Regulation Order under the Road Traffic Regulation Act 1984 as necessary to accommodate the delivery of the Highways Works

White Horse Lane and Finchampstead War Memorial Traffic Management Scheme Contribution means a contribution of £21,000.00 (twenty one thousand pounds) towards the provision and implementation of traffic calming works/measures in and around White Horse Lane and improvements to the Finchampstead War Memorial Junction

Working Days means weekdays between Monday and Friday inclusive excluding public holidays and bank holidays in England and Wales

2. Construction of this Deed

- 2.1 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, 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 indicating an obligation on a party to this Deed to do any act include an obligation to procure that it be done and words indicating a restriction on a party to this Deed include an obligation not to cause permit or allow infringement of the restriction.
- 2.5 Words indicating an obligation on a party to this Deed to do any act include an obligation to procure that it be done and words indicating a restriction on a party to this Deed include an obligation not to cause permit or allow infringement of the restriction.
- 2.6 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.7 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.
- 2.8 References in this Deed to the Owners shall include the successors in title to the Owners, their assigns and to any person deriving title through or under the Owners and any references in this Deed to the Council shall include successors to their respective statutory functions.

3. Legal basis

- 3.1 This Deed is made pursuant to section 106 of the Act. To the extent that they fall within the terms of section 106 of the Act, the obligations contained in this Deed are planning obligations for the purposes of the Act and are enforceable by the Council.
- 3.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the Act, they are entered into pursuant to the powers contained in sections 38 and 278 of Highways Act 1980, section 111 of the Local Government Act 1972 and all other enabling powers.

4. The Owners Obligations

The Owners agree with the Council:

- 4.1 to perform or procure the performance of the planning obligations contained in this Deed and set out in Schedules 1 to 16 to this Deed, and
- 4.2 to co-operate with the Council and other landowners and developers with interests in the SDL to bring forward infrastructure related to development within the SDL.

5. Conditions of this Deed

It is agreed that the covenants entered into and the planning obligations created by this Deed are entered into or as the case may be created subject to the following terms:

- 5.1 Those covenants given by the Owners in this Deed which constitute planning obligations for the purposes of Section 106 of the Act and Regulation 122 of the Community Infrastructure Regulations 2010 (as amended) shall be enforceable by the Council as the Local Planning Authority in accordance with the provisions of Section 106 of the Act against the Owners and any person deriving title from the Owners in respect of the land intended to be bound by the relevant planning obligations.
- 5.2 The planning obligations set out in the Schedules shall be subject to such terms and conditions as relate to them and appear in those Schedules and in this Clause 5 of this Deed.
- 5.3 No person shall be liable for breach of any covenant or given planning obligation created by this Deed after that person has parted with all that person's interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant or planning obligation arising prior to that party parting with such interest.
- 5.4 No person shall be liable for breach of any planning obligation created by this Deed in so far as that person's interest in the Land is solely comprised in a Dwelling constructed on the Land which is in private occupation or is a statutory undertaker which has acquired the part of the Land for the purposes of constructing or operating facilities which serve the Development or part of it.
- 5.5 No person who is not a party to this Deed (third party) has or shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term under this Deed and no consent of any third party (save in respect to successors in title or assigns or those deriving title from the Owners and Council) shall be required under that Act to any cancellation or variations of this Deed.
- 5.6 The obligations contained in this Deed (other than Clauses 4.2, 5, 9 and 10 and 11 which shall come into effect on the date hereof and clause 4.1 and Schedules as the context so requires) shall not take effect unless and until:
- 5.6.1 the Planning Permission has been granted by the Council, and
- 5.6.2 the Commencement of Development.
- 5.7 In the event that the Planning Permission expires or is revoked this Deed shall cease to have effect and the Council shall remove any entry relating to this Deed from the Council's Register of Local Land Charges.
- 5.8 In the event that the Owners demonstrate that planning obligations created by this Deed and binding on a particular part of the Land have been satisfied such obligations shall be deemed to be discharged in respect of such part of the Land the Council shall within 28 days of the written request to the Council of the person owning such part of the Land confirm in writing to such Owner that such part of the Land is so discharged from the provisions of this Deed relating to such part.
- 5.9 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 5.10 Save for the Maintenance Sums, in the event of any sum (or part) paid under the terms of this Deed remaining unallocated or unspent for the purposes referred to in

this Deed for which sum (or part) was paid for a period of 10 years from the date of the final phased payment thereof the said sum (or part) together with interest at the base rate of the Bank of England shall to that extent be repayable on demand to the Owner provided that if the Council (or a relevant third party) has entered into a contract prior to the expiry of the 10 year period in respect of matters which relate to the said sum the period shall be extended until the completion of the contract or payment of the final account under the contract whichever is later. On reasonable written notice to the Council of not less than 28 days the Council shall disclose information on sums received and expended pursuant to this Deed in the form that the Council maintains such records (save in respect of the Maintenance Sums).

- 5.11 Any obligation by the Owners to provide a Serviced Site shall not take effect until the NMRES is open for use to the public.
- 5.12 The parties hereto agree that subject to compliance with all of the requirements of the copyrights of the owners of such details to be provided to supply to each other details of all technical drawings, reports, surveys and other non-confidential relevant information insofar as it relates to any infrastructure works pertaining to the Development.
- 5.13 This Deed shall be registered as a local land charge in the Register of Local Land Charges maintained by the Council.
- 5.14 Where the agreement, approval, consent or expression of satisfaction is required by the Owners from the Council under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 5.15 Any notice required to be served under this Deed shall be deemed to have been served properly if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant person.
- 5.16 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 exercised effectively as if it were not a party to this Deed.

6. Payments

- 6.1 The Contributions and Maintenance Sums shall be Index-Linked.
- 6.2 Where in this Deed any reference is made to a specific sum of money including the Contributions and Maintenance Sums Interest shall become payable on that sum from the date that it becomes payable under the terms of this Deed to the date of actual payment or to the date statutory interest becomes payable pursuant to a county court judgement as the case may be for any outstanding unpaid sums.

7. Land Bound

In so far as any covenant or agreement in this Deed constitutes a planning obligation such planning obligation will be binding upon the Land but if any planning obligation in this deed is specified as relating to and binding only a part or parts of the Land any such obligation shall not bind any other part of the Land.

8. Freehold Transfers

- 8.1 The Transfer of any parcel of land as a result of the exercise by the Council of rights granted to it under this Deed or as a result of the provisions of the Schedules shall

unless otherwise agreed between the Council, and the Owners be subject to and in accordance with the provisions of the relevant Schedule and the following provisions:

- 8.1.1 each parcel of land shall be Transferred
 - (a) without any consideration in money with vacant possession free from any charge or encumbrance which might prevent the parcel being used for the purpose for which it is to be Transferred,
 - (b) subject to the provisions of this Deed insofar as they apply to that parcel and subject to any easements wayleaves and rights over on or under the parcel of land as may exist at the time of the Transfer, and
 - (c) with full title guarantee,
- 8.1.2 each party shall bear its own costs,
- 8.1.3 the appropriate provisions of Schedule 8 (Rights Exceptions and Reservations) shall apply to the Transfer of each such parcel of land subject to such modifications as may be provided for in the relevant Schedule, and
- 8.1.4 unless the context otherwise provides completion of the Transfer of each parcel shall be 56 days following receipt by the owner of a notice in writing from the Council requesting the Transfer of such parcel.

9. Commencement of Development

- 9.1 The Owners covenant that written notice shall be served on the Council to inform the Council of the date of Commencement of Development at least 14 days before that date.
- 9.2 The Owners covenant that written notice shall be served on the Council to inform the Council at least 14 days prior to the intended date of the following events:
 - 9.2.1 First Commencement of the Development,
 - 9.2.2 Commencement of Development on each Reserved Matters Development Phase
 - 9.2.3 Occupation of the first Dwelling within each Reserved Matters Development Phase
 - 9.2.4 Occupation of 80% of the Open Market Dwellings within each Reserved Matters Development Phase,
 - 9.2.5 Occupation of the 100th Dwelling of the Development
 - 9.2.6 Occupation of the 200th Dwelling of the Development
 - 9.2.7 Occupation of the 500th Dwelling of the Development
 - 9.2.8 Occupation of the 750th Dwelling of the Development
 - 9.2.9 Occupation of the 1,000th Dwelling of the Development

10. Council's Legal Expenses and Monitoring Fee

- 10.1 The Owners covenant with the Council to pay the Council's reasonable legal expenses of £5,000 incurred in the negotiation and preparation hereof on or before the date hereof
- 10.2 The Owners covenant with the Council to pay the Monitoring Fee prior to the Commencement of Development

11. Council's Covenants

In addition to the various agreements on the part of the Council set out in the Schedules to this Deed the Council agrees:

- 11.1 to use its Reasonable Endeavours to ensure that planning permission for residential development within the SDL will not be granted other than subject to terms requiring the landowners and developers to enter into planning obligations in terms consistent with those contained in this Deed;
- 11.2 subject to the constraints imposed and requirements of interested third parties to use its Reasonable Endeavours to secure the provision of the infrastructure referred to in, or anticipated as being provided in, the Core Strategy broadly in accordance with the timescales and phasing contemplated in the Core Strategy, and in addition
- 11.3 to use its Reasonable Endeavours to ensure that the cost of such infrastructure provision is borne fairly between all the developments within the Council's administrative area that have a direct impact on the specific infrastructure and taking into account any funding from other sources, and
- 11.4 to hold any payments received in accordance with the provisions of this Deed in an identifiable Council account pending the expenditure of such funds for the purposes referred to in this Deed.
- 11.5 to liaise with and keep the Owners fully informed of the proposed details and timing of the infrastructure before such proposed details are made public and/or subject to consultation and thereafter.

12. Waiver and Jurisdiction

- 12.1 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 or all of the relevant terms or conditions or from acting upon any of the relevant terms or conditions or from acting upon any subsequent breach or default.
- 12.2 This Deed is governed by and interpreted in accordance with the Law of England and Wales.

13. Mortgagee or chargee of the Affordable Housing

- 13.1 The Affordable Housing provisions in this Agreement (including for the avoidance of doubt the provisions of Schedule 1 and paragraph 1 of Schedule 3) shall not be binding on a mortgagee or chargee or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver) of the whole or any part of the Affordable Housing within the Application Site or any persons or bodies deriving title through such mortgagee or charge or receiver PROVIDED THAT:

- 13.1.1 Such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of Affordable Housing within the Application Site and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of Affordable Housing within the Application Site to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- 13.1.2 If such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of Affordable Housing within the Application Site free from the Affordable Housing provisions) in this Agreement which provisions shall determine absolutely

14. Dispute Resolution

- 14.1 In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the President for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 14.2 The Owners shall not be entitled to refer for expert determination pursuant to Clause 13.1 any matter that relates to the quantum of any contribution that they are required to make pursuant to this Deed.
- 14.3 In the absence of agreement as to the appointment of suitability of the person to be appointed pursuant to Clause 13.1 or as to the appropriateness of the professional body then such question may be referred by either party to the President for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 14.4 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.
- 14.5 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.
- 14.6 The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.
- 14.7 No dispute difference or question may be referred to an expert unless the dispute difference or question has first been addressed in a notice from one party to the other

party and the parties shall have met in good faith to resolve the dispute or difference amicably but have failed to do so.

15. Counterparts

- 15.1 This Deed may be executed in any number of counterparts each of which when executed and delivered shall be an original and all the counterparts together shall constitute one and the same instrument.

16. Chargee's Consent

- 16.1 The Chargee acknowledges and declares that:-

16.1.1 this Deed has been entered into by the Owners and the Developer with its consent;

16.1.2 the Land shall be bound by the obligations contained in this Deed; and

16.1.3 the security of the Chargee over the Land shall take effect subject to this Deed.

- 16.2 The Parties agree that the Chargee will only be liable for any breach of the provisions of this Deed during such period as it is a chargee in possession of any part of the Land when it becomes bound by the obligations as if it were a person deriving title from the Owner. It will not be liable for any breach of the provisions of this Deed after it has parted with or released its interest in the Land.

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed to this Deed and together with the Owners and the Developer have executed this Deed as a Deed the day and year first before written

SCHEDULE 1

AFFORDABLE HOUSING

The Owners covenant with the Council:

1. To prior to or concurrently with the submission of the first Reserved Matters application for any Reserved Matters Development Phase of the Development which includes Dwellings submit in writing to the Council the Affordable Housing Scheme which for the avoidance of doubt will be for all of the Development
2. That no residential development shall begin upon a Reserved Matters Development Phase containing dwellings until an Affordable Housing Scheme in relation to the Development as a whole has been approved in writing by the Local Planning Authority
3. Unless otherwise agreed in writing by the Council not to Occupy more than 80% of the Open Market Dwellings in any Reserved Matters Development Phase unless and until all of the Affordable Housing in that Reserved Matters Development Phase has been completed and secured in accordance with the details of the approved Affordable Housing Scheme.

SCHEDULE 2

EDUCATION

PART 1

1. The Owners covenant with the Council:
 - 1.1 subject to the prior completion of NMRES to deliver a duly executed Transfer of the Primary School Land to the Council (or to a governing body of such other organisation as directed by the Council) within 14 Working Days of service of the Council's written notice to so Transfer (the Council following completion of NMRES having previously given not less than 6 (six) months notice of its intention to request a Transfer) the Primary School Land and PROVIDED ALWAYS that the Owners will in any event not use the Primary School Land for any purpose that prejudices the future use of the Primary School Land as a Primary School and that no buildings or structures are to be erected on the Primary School Land prior to its Transfer to the Council and further that prior to the Transfer of the Primary School Land to:
 - 1.1.1 demolish all buildings within the Primary School Land as at the date of this Deed
 - 1.1.2 remove from the Primary School Land all debris, rubble, asbestos, and all other waste including hazardous waste and superfluous materials;
 - 1.1.3 undertake remediation of the Primary School Land as appropriate so that it is transferred to the Council in a condition which renders it fit for its intended use as a site suitable for the construction of the Primary School;
 - 1.1.4 ensure that the Primary School Land is otherwise cleared and in a fit and proper state as a Serviced Site for the commencement of the construction of the Primary School PROVIDED THAT in the event the constraints imposed by and requirements of interested third parties at the date of this Deed are likely to cause delay in transferring the Primary School Land in a fit and proper state and as a Serviced Site the Council will consider on written request from the Owners delaying transfer until the Primary School Land can be transferred in a fit and proper state and as a Serviced Site, assent to such request not to be unreasonably withheld or delayed; and
 - 1.1.5 erect post and wire fencing around the boundary of the Primary School Land.
 - 1.2 To allow access as reasonably required by the Council on 10 Working Days' notice in writing from the Council to carry out prior to construction all necessary survey, testing and investigation works and the construction of the required SUDs temporary or otherwise necessary for the drainage of the Primary School and the Primary School Land by granting the Council an access and works licence substantially in the form of that annexed at Schedule 13 to this Deed and to allow access as reasonably required by the Council for the construction of the Primary School including allowing (if applicable) for the formation of a Construction Works Site the size and location of which shall be agreed between the Council and Owner as necessary for the Primary School construction such agreement not to be unreasonably withheld or delayed

PART 2

1. The Council covenants with the Owners:
 - 1.1 To demonstrate to the Owners in writing that the procurement process to appoint contractors to build the Primary School is complete and the Council are ready to

appoint a contractor on service of notice by the Council on the Owner pursuant to paragraph 1.1 of this Schedule.

- 1.2 Following Transfer of the Primary School Land not to use the Primary School Land for any purposes or development other than for providing the Primary School unless otherwise agreed in writing with the Owners

SCHEDULE 3

CONTRIBUTIONS

The Owners covenant with the Council:

Affordable Housing

1. Subject to the detail approved Affordable Housing Scheme for the Development as a whole, such phasing for the avoidance of doubt in this Deed relates solely to the approval of the Affordable Housing Scheme to pay to the Council the Affordable Housing Contribution/s as detailed in the Affordable Housing Scheme prior to the Occupation of the various threshold numbers of Dwellings approved by the Council as part of the Affordable Housing Scheme

Community and Leisure

2. To pay to the Council the SAMM Contribution prior to the Occupation of the first Dwelling of each Reserved Matters Development Phase and the amount to be paid shall be calculated based on the total number and mix of Dwellings approved in the corresponding Reserved Matters application.
3. To pay to the Council the Community Manager Contribution prior to the Occupation of the 100th Dwelling of the Development

Highways / Transport

4. To pay to the Council the My Journey Contribution prior to the Occupation of the first Dwelling of each Reserved Matters Development Phase and the amount to be paid shall be calculated based on the total number of Dwellings approved in the corresponding Reserved Matters application.
5. To pay to the Council the Church Road/Farley Hill Contribution prior to the Occupation of 100 Dwellings.
6. To pay to the Council the Eversley Highways Improvements Contribution prior to the Occupation of 200 Dwellings
7. To pay to the Council the White Horse Lane and Finchampstead War Memorial Traffic Management Scheme Contribution prior to the Occupation of 200 Dwellings.
8. To pay to the Council the Transport Intervention Contribution in two Instalments
 - (i) 50 percent prior to the Occupation of 100th Dwelling
 - (ii) 50 percent prior to the Occupation of the 200th Dwelling

SCHEDULE 4

TRANSPORT / HIGHWAYS

PART 1

NINE MILE RIDE EXTENSION SOUTH (NMRES) AND HOGWOOD SPUR ROAD

The Owners covenant with the Council:

1. without cost to the Council to provide the Council or other party working on behalf of the Council with access to the Land as is necessary and/or appropriate to undertake surveys and the gathering of supporting evidence and information to facilitate the submission of a detailed planning application and the construction of the required SUDs temporary or otherwise for the NMRES the Access Junctions and the Hogwood Spur Road and to enter into an access and works licence substantially in the form annexed as Schedule 11 of this Deed and PROVIDED THAT the Owners having the requisite title to the land dedicate those areas on which permanent SUDs are constructed, enter into an agreement for adoption in a form satisfactory to the Council and grant the Council without cost to the Council such easements necessary to properly maintain the SUDs the Council will maintain the SUDs constructed pursuant to this paragraph.
2. To deliver a duly executed Transfer of the NMRES Land and the Hogwood Spur Road Land to the Council within 28 Working Days of service of the Council's written notice to so Transfer the NMRES Land and the Hogwood Spur Road Land and PROVIDED ALWAYS that the Owners will in any event not use the NMRES Land and the Hogwood Spur Road Land for any purpose that prejudices the future use of the NMRES Land and the Hogwood Spur Road Land as public highway and that no buildings or structures are to be erected on the NMRES Land and the Hogwood Spur Road Land prior to its Transfer to the Council and further prior to the Transfer of the NMRES Land and the Hogwood Spur Road Land to:
 - 2.1 demolish all buildings within the NMRES Land and the Hogwood Spur Road Land as at the date of this Deed
 - 2.2 remove from the NMRES Land and the Hogwood Spur Road Land all debris, rubble, asbestos, and all other waste and superfluous materials;
 - 2.3 undertake remediation of the NMRES Land and the Hogwood Spur Road Land as appropriate so that it is transferred to the Council in a condition which renders it fit for its intended use;
 - 2.4 ensure that the NMRES Land and the Hogwood Spur Road Land is otherwise cleared and in a fit and proper state for the commencement of the construction of the NMRES and the Hogwood Spur Road; and
 - 2.5 erect post and rail fencing around the boundary of the NMRES Land and the Hogwood Spur Road Land.

PROVIDED ALWAYS that the Council in finalising the detailed alignment of NMRES shall not materially diverge from the alignment of the NMRES as shown indicatively on the Access and Movement Parameter Plan and otherwise the Owners and the Council agree that the alignment of NMRES shall otherwise be subject only to third party requirements, consents and the constraints, requirements and/or consents resulting from or relating to detailed survey of the NMRES Land.

3. The Owners may either elect to:
 - 3.1 pay the Access Junctions Costs (which for the avoidance of doubt are not part of the Community Infrastructure Regulations Regulation 123 list) within 28 days of the Council notifying the developer in writing that the procurement process has been completed and the Council are ready to award a contract for the delivery of the NMRE and the Access Junctions; OR
 - 3.2 within 10 Working Days of the Council notifying the Owners in writing that it intends to commence the detailed design of the Access Junctions the Owners may elect to confirm by notice in writing to the Council's Highways Development Manager that the Owners will at their own costs procure the construction of the Access Junctions subject to agreeing a timeframe for construction with the Council and securing all necessary consents and for the avoidance of doubt the Owners agree that the Council will construct NMRES and Hogwood Spur Road kerb to kerb in anticipation of the Owners constructing the Access Junctions in accordance with this paragraph.
4. To allow access to the Land as reasonably required by the Council on 10 Working Days' notice in writing from the Council to carry out prior to construction all necessary survey, testing and investigation works by granting the Council access licence substantially in the form of that annexed a Schedule 11 to this Deed and during the construction of the NMRES the Access Junctions and the Hogwood Spur Road including allowing for the formation of a Construction Works Site the size and location of which shall be agreed between the Council and Owner at the relevant time.

The Council covenant with the Owners as follows:

5. To use Reasonable Endeavours to procure the detailed planning permission for the NMRES and the Hogwood Spur Road.
6. To demonstrate to the Owners in writing that the procurement process to appoint contractors to build the NMRES and the Hogwood Spur Road is complete and the Council are ready to appoint a contractor on service of notice by the Council on the Owner pursuant to paragraph 2 of this Schedule.
7. Subject to paragraph 3 of Part 1 of this Schedule to procure the construction of the NMRES the Hogwood Spur Road and the relevant Access Junctions after the completion of the Transfer in a timely manner
8. Subject to paragraph 3 of Part 1 of this Schedule to procure that the construction of the NMRES, the Hogwood Spur Road and the Access Junctions is in accordance with the relevant detailed planning permission subject to such rights and reservations in the transfer of the NMRES Land, the Hogwood Spur Road Land to the Council

PART 2

HIGHWAYS WORKS

Subject always to the operation of Part 3 the Owners covenant with the Council:

1. Not to allow Occupation of any Dwelling in aggregate across Development Parcels P1 P2, P3 P4 and P7 until completion of the Sheerlands Road Site Access Junction unless otherwise agreed in writing by the Council.
2. Not to allow Occupation of Development Parcels P5 and P6 until Completion of the Southern Access Loop unless otherwise agreed in writing by the Council.

PART 3

CONDITIONALITY

The Owners and the Council agree and covenant the drawings referred to in this Deed (where applicable) in respect of each of the Highways Works are acknowledged to be presently at an early stage in design adequate for outline planning application purposes where access is reserved and that prior to the commencement of any of those works referred to in this Part 3:

1. Detailed design specifications including for the avoidance of doubt, the alignment and layout of the Highways Works shall be submitted by the Owners to the Council for the Council's approval together with evidence of relevant road safety audit(s) and for the avoidance of doubt the relevant Highways Works shall not commence until the Council has so approved the relevant detailed design specification.
2. A legal agreement under section 278 and/or 38 of the Highways Act 1980 (or such other instrument as may be agreed by the Council) relating to the relevant Highways Works shall first be entered into with the Council and completed.
3. All necessary TROs are first made by the Council.

PART 4

TROS

1. Subject to the Owners having made an application to the Council for any necessary TRO and paying the Council its costs in respect of the TRO in a timely fashion the Council will use reasonable endeavours to make the TRO in a timely manner and where such necessary TRO is not made within a timeframe to enable the Highways Works to be completed in accordance with Part 2 of this Schedule then:
 - 1.1 the Council shall in the interest of progressing the Development hold discussions with the Owners with a view to considering any mutually acceptable alternative measure(s); and
 - 1.2 in such circumstances the Occupation restrictions set out Part 2 of this Schedule shall be reviewed and may be revised accordingly.

PART 5

HIGHWAY IMPROVEMENTS CORRIDOR LAND

The Owners covenant with the Council:

1. If the Council submits a notice in writing to the Owners within 14 years from the Commencement of Development confirming that the Highways Improvements Corridor Land is required for highway improvements reasons relating to highway congestion on the NMRE to Transfer the Highways Improvements Corridor Land to the Council within such period as specified within the said written notice to be used for highway purposes only.
2. The alignment of the route shown for indicative purposes on the Highways Improvements Corridor Land Plan shall be approved by the Council to ensure it connects with the improvement corridor extending to the north of the Land.

SCHEDULE 5

PART 1

OPEN SPACE

The Owners covenant with the Council:

1. Not to erect any Dwellings on the Open Space nor to use the Open Space other than for open space and outdoor recreation which for the purpose of this paragraph includes the provision of SUDs.
2. To submit to the Council for approval (such approval not to be unreasonably withheld or delayed) a Detailed Specification in respect of the Open Space prior to the submission of any Reserved Matters application relating to the part of the Land on which the Open Space will be located.
3. To construct and deliver the Open Space in accordance with the Detailed Specification as approved by the Council in accordance with paragraph 2 in this Part of this Schedule.
4. To Complete the Open Space in accordance with the following table (or other delivery timetable as may be agreed with the Council) and to thereafter maintain the Open Space to the reasonable satisfaction of the Council for the duration of the Maintenance Period:

Open Space Areas	Open Space Area Completion payment triggers	Open Space Maintenance Sum
PG1	Prior to Occupation of the 50th Dwelling in aggregate across the combination of any of the following Development Parcels: P6, P7, P8, P9 and P10	£299,880
PG2	Prior to Occupation of the 50th Dwelling in aggregate across the combination of any of the following Development Parcels: P10, P11, P12a, P12b, P14 and P15	£162,680
AGS1	Prior to Occupation of the 50th Dwelling in aggregate across the combination of any of the following Development Parcels: P1, P8 and P9	£123,480
AGS2	Prior to Occupation of the 50th Dwelling in aggregate across the combination of any of the following	£73,500

	Development Parcels: P2, P3 P6 and P7	
AGS3	Prior to Occupation of the 50th Dwelling in aggregate across the combination of any of the following Development Parcels: P4 and P5	£32,340
AGS4	Prior to Occupation of the 50th Dwelling in aggregate across the combination of any of the following Development Parcels: P10 and P11	£47,040
AGS5	Prior to Occupation of the 50th Dwelling in aggregate across the combination of any of the following Development Parcels: P12b, P13a, P13b, P14 and P15	£163,660

5. Following completion of each Open Space Area, to serve notice on the Council inviting it to inspect the completed relevant Open Space Area and issue a Certificate of Practical Completion confirming that the relevant Open Space Area has been completed to its reasonable satisfaction:
- 5.1 if the Council chooses to inspect the relevant Open Space Area and identifies necessary remedial works, the Owners shall complete such remedial works to the reasonable satisfaction of the Council as soon as reasonably practicable;
- 5.2 upon completion of any remedial works, the Owners shall serve notice on the Council inviting it to inspect the remedial works identified pursuant to paragraph 5.1 and issue a Certificate of Practical Completion confirming that the relevant Open Space Area have been completed to their reasonable satisfaction

PROVIDED THAT if the Council fails to inspect the relevant Open Space Area within 28 Working Days of receipt of the notice of invitation from the Owners or fails to issue a Certificate of Practical Completion within 28 Working Days of the inspection where no remedial works have been identified then the Certificate of Practical Completion shall be deemed to have been issued at the end of those specified periods
PROVIDED FURTHER THAT the inspection procedure identified in paragraphs 5.1 and 5.2 shall be repeated until such time as the Council issues a Certificate of Practical Completion or a Certificate of Practical Completion shall be deemed to have been issued in relation to the relevant Open Space Area.

6. Following issue or deemed issue of a Certificate of Practical Completion in respect of any relevant Open Space Area, the Owners shall:
 - 6.1 maintain the relevant Open Space Area for the Maintenance Period to the reasonable satisfaction of the Council; and

- 6.2 allow access to relevant Open Space Area (free of charge but on a permissive basis only) to members of the public each day for the purpose of recreation and play (unless the Council agrees otherwise in writing), PROVIDED THAT the Owners shall not be prevented from:
- 6.2.1 closing the such areas (or any part thereof) for the purposes of maintenance repair decoration replacement or alterations to any equipment, building or land on or abutting the such areas (or any part thereof) for such period or periods as may be agreed with the Council to carry out and complete such maintenance repairs decorations replacements or alterations;
 - 6.2.2 working on such areas (or any part thereof) as necessary in connection with the maintenance repair decoration or alteration of the Development or any part or parts thereof;
 - 6.2.3 ejecting from or refusing access to such areas (or any part thereof) to any persons conducting themselves in any excessively noisy or disorderly manner or indecently behaving or causing any nuisance or annoyance;
 - 6.2.4 closing the such areas (or any part thereof) at any time on the advice of an officer in public authority (whether temporarily or permanently but only for so long as is necessary) in the event of there being a security risk or alert in the vicinity;
 - 6.2.5 erecting barriers or gates whether temporarily or permanently to facilitate closure of the such areas (or any part thereof) in the event of there being such a security risk or alert in the vicinity;
 - 6.2.6 closing the such areas (or any part thereof) during hours of darkness;
 - 6.2.7 closing the such areas (or any part thereof) temporarily for not more than one day per year to assert rights of proprietorship preventing public or private rights from coming into being by means of prescription or other process of law.
7. On expiration of the Maintenance Period the Owners shall:
- 7.1 serve notice on the Council inviting them to inspect the relevant Open Space Area and issue a Final Certificate confirming that such works have been maintained to its reasonable satisfaction;
 - 7.2 if the Council chooses to inspect the relevant Open Space Area and identifies necessary remedial works, to complete such remedial works to the reasonable satisfaction of the Council as soon as reasonably practicable;
 - 7.3 upon completion of any remedial works, to serve notice on the Council inviting them to inspect the remedial works identified by them pursuant to paragraph 7.2 and issue a Final Certificate confirming that the relevant Open Space Area has been maintained to the reasonable satisfaction of the Council

PROVIDED THAT if the Council fails to inspect the relevant Open Space Area within 28 Working Days of invitation from the Owners or fails to issue a Final Certificate within 28 Working Days of the inspection where no remedial works have been identified then the Final Certificate shall be deemed to have been issued at the end of those specified periods PROVIDED FURTHER THAT the inspection procedure identified in paragraphs 7.2 and 7.3 shall be repeated until such time as the Council issue a Final Certificate or a Final Certificate shall be deemed to have been issued in relation to the relevant Open Space Area

8. Within 5 Working Days of the issue of the completion of the Final Certificate for each Open Space Area to deliver a duly executed Transfer of the relevant Open Space Area to either the Council (or to some other body or organisation nominated by the Council at its discretion) for the long term management of such Open Space Area with a covenant that the Open Space Area shall not be used otherwise than as an area of open space and for outdoor recreation.
9. Within 5 Working Days of the Transfer of each Open Space Area pursuant to paragraph 8 of this Part of this Schedule to pay such proportion of the Open Space Maintenance Sum as specified in the Public Open Space Table at paragraph 4 of this Part 1 of Schedule 5.

The Council covenants with the Owners:

10. To complete any duly executed Transfer delivered to the Council by the Owners in relation to any Open Space Area; and
11. In the event the Council has nominated another body or organisation to take any Open Space Area and such a body or organisation does not complete the Transfer of the relevant Open Space Area within 40 Working Days of a duly executed Transfer being deemed to have been delivered to it then the Owners shall be entitled to Transfer the relevant Open Space Area to the Council and the provisions of paragraph 10 shall apply.

PART 2

CHILDREN'S PLAY AREA

The Owners covenant with the Council:

1. Not to erect any Dwellings on the Children's Play Areas nor to use or permit the use of any of the Children's Play Areas other than for a Children's Play Area.
2. To submit to the Council a detailed specification for each Children's Play Area for its approval (such approval not to be unreasonably withheld or delayed) prior to commencement of the works for the relevant Children's Play Area.
3. To construct and deliver the Children's Play Areas in accordance with the relevant Children's Play Area specification as approved by the Council pursuant to paragraph 2 of this Part of this Schedule and in accordance with the Children's Play Area Table being the table at paragraph 12 in this part of this Schedule (Children's Play Area Table) unless otherwise agreed in writing with the Council.
4. On the completion of the construction of each Children's Play Area to procure a Royal Society for the Prevention of Accidents (RoSPA) report in respect of that Children's Play Area as constructed and submit the same to the Council.
5. To make such corrective amendments to the relevant Children's Play Area as may be required to satisfy and correct any adverse safety comments made in the RoSPA report procured pursuant to paragraph 4 of this Part of this Schedule.
6. To notify the Council in writing once each Children's Play Area has been constructed and a RoSPA certificate has been issued in respect of it.
7. Following completion of construction of any Children's Play Area the Owners shall serve notice on the Council inviting it to inspect the constructed Children's Play Area and issue a Certificate of Practical Completion confirming that the relevant Children's Play Area has been constructed to its reasonable satisfaction:

7.1 if the Council chooses to inspect the Children's Play Area and identifies necessary remedial works, the Owners shall complete such remedial works to the reasonable satisfaction of the Council as soon as reasonably practicable;

7.2 upon completion of any remedial works, the Owners shall serve notice on the Council inviting it to inspect the remedial works identified pursuant to paragraph 7.1 and issue a Certificate of Practical Completion confirming that the Children's Play Area have been completed to their reasonable satisfaction

PROVIDED THAT if the Council fails to inspect the Children's Play Area within 28 Working Days of receipt of the notice of invitation from the Owners or fails to issue a Certificate of Practical Completion within 28 Working Days of the inspection where no remedial works have been identified then the Certificate of Practical Completion shall be deemed to have been issued at the end of those specified periods PROVIDED FURTHER THAT the inspection procedure identified in paragraphs 7.1 and 7.2 shall be repeated until such time as the Council issues a Certificate of Practical Completion or a Certificate of Practical Completion shall be deemed to have been issued in relation to the Children's Play Area.

8. Following issue or deemed issue of a Certificate of Practical Completion in respect of any Children's Play Area, the Owners shall:

8.1 maintain the relevant Children's Play Area for the Maintenance Period to the reasonable satisfaction of the Council; and

8.2 allow access to Children's Play Area (free of charge but on a permissive basis only) to members of the public each day for the purpose of recreation and play (unless the Council agrees otherwise in writing such agreement not to be unreasonably withheld or delayed) PROVIDED THAT the Owners shall not be prevented from:

8.2.1 closing the such areas (or any part thereof) for the purposes of maintenance repair decoration replacement or alterations to any equipment, building or land on or abutting the such areas (or any part thereof) for such period or periods as may be agreed with the Council to carry out and complete such maintenance repairs decorations replacements or alterations;

8.2.2 working on such areas (or any part thereof) as necessary in connection with the maintenance repair decoration or alteration of the Development or any part or parts thereof;

8.2.3 ejecting from or refusing access to such areas (or any part thereof) to any persons conducting themselves in any excessively noisy or disorderly manner or indecently behaving or causing any nuisance or annoyance;

8.2.4 closing such areas (or any part thereof) at any time on the advice of an officer in public authority (whether temporarily or permanently but only for so long as is necessary) in the event of there being a security risk or alert in the vicinity;

8.2.5 erecting barriers or gates whether temporarily or permanently to facilitate closure of the such areas (or any part thereof) in the event of there being such a security risk or alert in the vicinity;

8.2.6 closing the such areas (or any part thereof) during hours of darkness;

8.2.7 closing the such areas (or any part thereof) temporarily for not more than one day per year to assert rights of proprietorship preventing public or private rights from coming into being by means of prescription or other process of law.

9. On expiration of the Maintenance Period the Owners shall:
- 9.1 serve notice on the Council inviting them to inspect the Children's Play Area and issue a Final Certificate confirming that such works have been maintained to its reasonable satisfaction;
- 9.2 if the Council chooses to inspect the Children's Play Area and identifies necessary remedial works, to complete such remedial works to the reasonable satisfaction of the Council as soon as reasonably practicable;
- 9.3 upon completion of any remedial works, to serve notice on the Council inviting them to inspect the remedial works identified by them pursuant to paragraph 9.2 and issue a Final Certificate confirming that the Children's Play Area has been maintained to the reasonable satisfaction of the Council

PROVIDED THAT if the Council fails to inspect the Children's Play Area within 28 Working Days of invitation from the Owners or fails to issue a Final Certificate within 28 Working Days of the inspection where no remedial works have been identified then the Final Certificate shall be deemed to have been issued at the end of those specified periods PROVIDED FURTHER THAT the inspection procedure identified in paragraphs 9.2 and 9.3 shall be repeated until such time as the Council issue a Final Certificate or a Final Certificate shall be deemed to have been issued in relation to the Children's Play Area.

10. Within 5 Working days of the of the issue of the Final Certificate for each Children's Play Area to deliver a duly executed Transfer of the relevant Children's Play Area to the Council (or such other body or organisation as may be nominated by the Council at its discretion) with a covenant that the Children's Play Area is not to be used other than as a Children's Play Area.
11. Within 5 Working Days of the Transfer of the relevant Children's Play Area pursuant to paragraph 8 of this Part of this Schedule to pay such proportion of the Children's Play Area Maintenance Sum to the Council as indicated in the Children's Play Area Table or where a Transfer has been completed pursuant to paragraph 10 to another body or organisation such Children's Play Area Maintenance Sum shall be paid instead to the body or organisation that took the Transfer of the relevant Children's Play Area.
12. Children's Play Area Table:

Children's Play Areas	Children's Play Areas Completion triggers	Children's Play Areas Maintenance Sum
LEAP1 in combination with LAP	Prior to Occupation of the 25th Dwelling in aggregate across the combination of any of the following Development Parcels: P2, P6, P7, P8 and P9	£135,040 (LEAP) And £10,453 (LAP)
LLAP1	Prior to Occupation of the 25th Dwelling in aggregate across the combination of any of the following Development Parcels: P2, P3, P4, P5 and P6	£168,800

LEAP2 in combination with LAP	Prior to Occupation of the 25th Dwelling in aggregate across the combination of any of the following Development Parcels: P10, P11, P12a and P12b	£135,040 (LEAP) and £10,453 (LAP)
NEAP in combination with LAP	Prior to Occupation of the 25th Dwelling in aggregate across the combination of any of the following Development Parcels: P6, P7, P10, P11 and NC	£384,000 (NEAP) and £10,454 (LAP)
LLAP2	Prior to the Occupation of the 25th Dwelling in aggregate across the combination of any of the following Development Parcels: P14 and P15	£168,800
BMX Facility	Prior to Occupation of the 25th Dwelling in aggregate across the combination of any of the following Development Parcels: P12a, P12b, P14 and P15	£101,280

13. The Council covenants with the Owners :

- 13.1 to complete any duly executed Transfer delivered to the Council by the Owners in relation to the Children's Play Areas; and
- 13.2 in the event the Council has nominated another body or organisation to take the Children's Play Areas and such a body or organisation does not complete the Transfer of the Children's Play Areas within 40 Working Days of a duly executed Transfer being deemed to have been delivered to it then the Owners shall be entitled to Transfer the Children's Play Areas to the Council and the provisions of paragraph 13.1 shall apply.

PART 3

ALLOTMENTS

The Owner covenant with the Council:

1. To deliver a duly executed Transfer of the Allotment Land to the Council (or to a governing body of such other organisation as directed by the Council) within 28 Working Days of service of the Council's written notice to so Transfer the Allotment Land (such notice not to be served prior to the Occupation of the 200th Dwelling and PROVIDED ALWAYS that the Owners will in any event not use the Allotment Land for any purpose that prejudices the future use of the Allotment Land as allotments and that no buildings or structures are to be erected on the Allotment Land prior to its Transfer to the Council and further prior to the Transfer of the Allotment Land to:

- 1.1 demolish all buildings within the Allotment Land as at the date of this Deed
- 1.2 remove from the Allotment Land all debris, rubble, asbestos, and all other waste and superfluous materials;
- 1.3 undertake remediation of the Allotment Land as appropriate so that it is transferred to the Council in a condition which renders it fit for its intended use;
- 1.4 ensure that the Allotment Land is otherwise cleared and in a fit and proper state for the commencement of the construction of the Allotments; and
- 1.5 erect post and wire fencing around the boundary of the Allotment Land.
2. To allow access as reasonably required by the Council on 10 Working Days' notice in writing from the Council to carry out prior to construction all necessary survey, testing and investigation works application the construction of the required SUDs temporary or otherwise associated with the drainage of the Allotments by granting the Council an access and works licence substantially in the form of that annexed at Schedule 14 to this Deed and to allow access as reasonably required by the Council for the construction of the Allotments including allowing for the formation of a Construction Works Site the size and location of which shall be agreed between the Council and Owner as necessary for the Allotment provision such agreement not to be unreasonably withheld or delayed

The Council covenants with the Owners:

3. Following Transfer of the Allotment Land not to use the Allotment Land for any purposes or development other than for providing Allotments and associated infrastructure unless otherwise agreed in writing with the Owners

PART 4

PLAYING PITCHES PROVISION AND SPORTS HUB LAND

The Owner covenant with the Council:

1. To submit to and obtain written agreement from the Council for details of the Playing Pitches Provision prior to the submission of Reserved Matters Applications pertaining to any of the development parcels P10, P11, P12a, P12b, P14 and P15 (as identified on the Landscape and Open Spaces Parameter Plan).
2. To deliver a duly executed Transfer of the Sports Hub Land to the Council (or to a governing body or such other organisation as directed by the Council) within 28 Working Days of service of the Council's written notice to do so Transfer the Sports Hub Land and PROVIDED ALWAYS that the Owners will in any event not use the Sports Hub Land for any purpose that prejudices the future use of the Sports Hub Land as a sports facility and that no buildings or structures are to be erected on the Sports Hub Land prior to its Transfer to the Council and further prior to the Transfer of the Sports Hub Land to:
 - 2.1 demolish all buildings within the Sports Hub Land as at the date of this Deed
 - 2.2 remove from the Sports Hub Land all debris, rubble, asbestos, and all other waste and superfluous materials;
 - 2.3 undertake remediation of the Sports Hub Land as appropriate so that it is transferred to the Council in a condition which renders it fit for its intended use;
 - 2.4 ensure that the Sports Hub Land is otherwise cleared and in a fit and proper state for the commencement of the construction of the Sports Hub; and

- 2.5 erect post and wire fencing around the boundary of the Sports Hub Land upon written request from WBC
3. To allow unrestricted and unconditional access as reasonably required by the Council on 10 Working Days' notice in writing from the Council to carry out prior to construction all necessary survey, testing and investigation works and the construction of the required SUDs temporary or otherwise by granting the Council an access and works licence for the drainage associated with the Sports Hub substantially in the form of that annexed at Schedule 15 to this Deed and to allow access as reasonably required by the Council for the construction of the Sports Hub including allowing for the formation of a Construction Works Site the size and location of which shall be agreed between the Council and Owner as necessary for the Sports Hub construction such agreement not to be unreasonably withheld or delayed

The Council covenants with the Owners:

- 3.1 To demonstrate to the Owners in writing that the procurement process to appoint contractors to build the Sports Hub is complete and the Council are ready to appoint a contractor on service of notice by the Council on the Owner pursuant to paragraph 2 of this part of this Schedule.
- 3.2 Following Transfer of the Sports Hub Land not to use the Sports Hub Land for any purposes or development other than for providing the Sports Hub unless otherwise agreed in writing with the Owners

PART 5

ANCILLARY OPEN SPACE

The Owners covenant with the Council:

1. Within 5 Working Days of the issue of the completion of the Final Certificate for each area of Ancillary Open Space to deliver a duly executed Transfer of the relevant Ancillary Open Space to either the Council (or to some other body or organisation nominated by the Council at its discretion) for the long term management of such Ancillary Open Space with a covenant that the Ancillary Open Space Area shall not be used otherwise than as an area of open space PROVIDED THAT THE Owners may (subject to the Council's written approval) transfer small areas of Ancillary Open Space to purchasers of individual Dwellings where this is considered appropriate; and
2. within 5 Working Days of the Transfer of each parcel of Ancillary Open Space to the Council to pay the appropriate proportion of the Ancillary Open Space Maintenance Sum to the Council.
3. The Council and the Owners covenant with one another that in relation to any areas of Ancillary Open Space that the provisions of paragraphs 5 to 11 of Part 1 of this Schedule shall apply equally to the Ancillary Open Space as if reference to Open Space Area in such paragraphs were to read Ancillary Open Space.

SCHEDULE 6

SANG

The Owners covenant with the Council:

1. That the Development shall not Commence until:
 - 1.1 the Owners demonstrate that they have duly exercised their option to trigger transfer to the Owners of land within title number BK374005 and provided to the Council with documentary evidence that the Owners have taken transfer of the land registered at HM Land Registry under title number BK374005 and registered their title to that land at HM Land Registry;
 - 1.2 the Owners have entered into a further deed under Section 106 of the Act and all other enabling powers to confirm the obligations in Schedule 6 of this Deed (together with all relevant definitions, recitals and related obligations within this Deed) are binding upon the that part of the land within title number BK374005 required to satisfy the obligations in this Schedule 6.
2. To submit to the Council for approval a SANG Management Plan for the SANG prior to commencement of the construction of the SANG and to construct the SANG in accordance with the approved SANG Management Plan and the Planning Permission.
3. Following construction of any SANG the Owners shall serve notice on the Council inviting it to inspect the SANG and issue a Certificate of Practical Completion confirming that the SANG has been completed to its reasonable satisfaction:
 - 3.1 if the Council chooses to inspect the SANG and identifies necessary remedial works, the Owners shall complete such remedial works to the reasonable satisfaction of the Council as soon as reasonably practicable;
 - 3.2 upon completion of any remedial works, the Owners shall serve notice on the Council inviting it to inspect the remedial works identified pursuant to paragraph 3.1 and issue a Certificate of Practical Completion confirming that the SANG has been completed to their reasonable satisfaction

PROVIDED THAT if the Council fails to inspect the SANG within 28 Working Days of receipt of the notice of invitation from the Owners or fails to issue a Certificate of Practical Completion within 28 Working Days of the inspection where no remedial works have been identified then the Certificate of Practical Completion shall be deemed to have been issued at the end of those specified periods PROVIDED FURTHER THAT the inspection procedure identified in paragraphs 3.1 and 3.2 shall be repeated until such time as the Council issues a Certificate of Practical Completion or a Certificate of Practical Completion shall been deemed to have been issued in relation to the SANG.

4. Not to Occupy any Dwellings on the Land until the SANG has been Completed.
5. Within 5 Working Days of the issue of a Certificate of Practical Completion to deliver a duly executed Transfer of the SANG to the Council for the long term management of the SANG subject to a covenant that this shall continue to be maintained in accordance with the SANG Management Plan for the indefinite future, shall not be used otherwise than as an area for informal recreation or activities ancillary thereto in accordance with Natural England's "Guidelines for the Creation of Suitable Accessible Natural Green Space" and that the SANG shall be open to the public for the indefinite future at all times on every day (save for occasional closures for necessary management and maintenance purposes) throughout the year.

6. Within 5 Working Days of the Transfer of the SANG to the Council in accordance with paragraph 5 of this Part of this Schedule to pay to the Council the SANG Maintenance Sum.
7. The Council covenants with the Owners to complete any duly executed Transfer delivered to the Council by the Owners in relation to the SANG.

SCHEDULE 7

LOCAL ECONOMY

The Owners covenant with the Council to use their Reasonable Endeavours to:

1. provide employment opportunities (and promotion of such opportunities) for Local People on the Development, and
2. provide the opportunity for any Local People directly employed on the Development by the Owners during the construction of the Development to be offered training where reasonably appropriate , and
3. employ Local Businesses during the construction of the Development where reasonably appropriate save where specialist trades are required

SCHEDULE 8

PROVISIONS TO BE INCLUDED IN THE TRANSFER OF LAND

The following provisions apply to the Transfer of all land to the Council (or other party performing the Council's function in respect of the relevant land as the case may be)

- 1. Rights to be granted to Transferee and its Successors in Title**
 - 1.1 The right of way with or without vehicles (except in relation to footpaths, cycleways and bridleways in which case rights to be restricted as appropriate) over any roads footpaths cycleways and bridleways which may be constructed at the date of the transfer or within the perpetuity period on or over the Owner's adjoining land which are intended to be adopted by the Highway Authority as highways maintainable at the public expense such rights of way to cease in respect of a particular way on the adoption of that way
 - 1.2 The right to connect to any such roads footpaths cycleways and bridleways at such points as shall be approved by the Owner (such approval not to be unreasonably withheld) subject to the person exercising such right making good any damage forthwith caused thereby
 - 1.3 The reasonable right (bearing in mind the purpose for which the particular parcel of land is Transferred) to the free and uninterrupted passage and running of water soil gas electricity and telephone signals from and to the parcel of land through and along any sewers pipes wires channels and watercourses which may be laid or constructed at the date of the Transfer through the Owner's adjoining land
 - 1.4 The right to enter upon the Owner's adjoining land for the purpose of making connections at such points as shall be approved by the Owner (such approval not to be unreasonably withheld) and of inspecting repairing maintaining renewing and cleansing any such sewers pipes wires channels and watercourses in respect of which rights are granted subject to the person exercising such right making good forthwith any damage thereby caused
 - 1.5 Rights of support from other parts of the Owner's adjoining land as may be requisite to ensure the stability of buildings lawfully constructed on the land
- 2. Exceptions and Reservations**
 - 2.1 An agreement and declaration that the Transferee and its successors in title shall not be or become entitled to any rights of light or air or other rights easements liberties or privileges whatsoever which would in any manner restrict prevent or interfere with the full and free use by the Owner or its successors in title of the Owner's neighbouring land for building or for any purpose whatsoever
 - 2.2 The exception and reservation to the Owner and its successors in title the owners and occupiers for the time being of the Owner's neighbouring land and any dwelling houses to be erected on such adjoining land to the statutory service authorities of the following rights:
 - 2.2.1 the right to enter upon such part of the land as is not built upon with vehicles plant and equipment for the purpose of carrying out and maintaining works on the adjoining land in connection with the construction of the Development and any protected species management plan SUBJECT TO the person exercising such right making good forthwith any damage caused thereby to the reasonable satisfaction of the Transferee
 - 2.2.2 the right in connection with the construction of the Development to enter upon such part of the land as is not built upon with vehicles plant and

equipment and to lay or construct thereunder foul and surface water sewers and gas water electricity and telephone pipes wires and cables to serve the adjoining land or any of the Owner's neighbouring land as aforesaid
SUBJECT TO

- (a) the Transferee's prior approval in writing (such approval not to be unreasonably withheld) to the route of any such sewers pipes wires and cables
- (b) the person exercising such right making good forthwith any damage caused thereby to the reasonable satisfaction of the Transferee and
- (c) the person exercising such rights providing the Transferee with a reasonable period of written notice of its intention so to do (save in case of emergency)

2.2.3 the right to the free and uninterrupted passage and running of water soil gas electricity and telephone signals from and to such adjoining and further land as aforesaid through and along the sewers pipes wires channels and watercourses at the date of Transfer laid constructed or running or which may be laid or constructed within 80 years of the Transfer pursuant to the aforementioned right under 2.2 above

2.2.4 the right upon giving reasonable notice in writing to the Transferee (save in any emergency) to enter upon such part of the land as is not built upon with vehicles plant and equipment for the purpose of making connections at such points as shall be approved by the Transferee (such approval not to be unreasonably withheld or delayed) and for inspecting repairing maintaining renewing and cleansing such sewers pipes wires cables channels and watercourses as aforesaid SUBJECT TO

- (a) the person exercising such rights making good forthwith any damage caused thereby to the reasonable satisfaction of the Transferee
- (b) the person exercising such rights providing the Transferee with a reasonable period of written notice of its intention so to do (save in case of emergency)

2.3 Such rights as the Owners may reasonably require of way and rights to construct use and repair (including appropriate rights of access for such purposes) of roads sewers drains pipes wires and other services to benefit the Owner's adjoining land or to enable the Development to be carried out.

3. Transferor's Covenants

3.1 To the extent that at the date of the Transfer the land does not benefit from the matters referred to in the sub-paragraphs below the Transferor shall covenant with the Transferee within six months of the date of the transfer

- 3.1.1 to make provision for adequate inverts for the foul and surface water drains so as to be sufficient to serve the drainage requirements of the land for the purpose for which it is Transferred (its stated purpose)
- 3.1.2 to ensure that all the pipes sewers channels and watercourses serving the land will be of sufficient capacity to serve each site or parcel of land for its stated purpose

3.1.3 to provide up to the boundary of the land so as to be sufficient and readily available to serve the same for its stated purpose such of the following services or ducts for the installation of the same as are reasonably necessary for the land to function as intended:

- (a) a water supply connection from the mains,
- (b) an electricity supply,
- (c) a gas supply where necessary and if readily available in the vicinity from a statutory undertaker reasonably required by the Transferee,
- (d) adequate access for pedestrians, cyclists and vehicles (where appropriate) to and from the public highway

4. Transferee's Covenants

- 4.1 In the Transfer of the land the Transferee shall covenant with the Transferor for the benefit of the Transferor's neighbouring land not to use the land Transferred in any way which may cause a nuisance to the Transferor's neighbouring land or for any purpose other than the purpose for which the land was Transferred the precise terms of any such covenant to be as reasonably required by the Transferor.
- 4.2 In respect of land transferred to the Council pursuant to this Deed in such Transfer the Transferee shall covenant with the Transferor to pay to the Transferor a sum equivalent to 50% of the amount if any the sum realised on sale of the land exceeds the cost of reprovision of the Existing Use in an alternative location for a period of 30 years and that the Transferee will not further transfer the land without procuring such transferee (and successors in title) covenant accordingly and the parties agree to the registration of a restriction on the title to the land Transferred to procure the enforcement of such covenant.

SCHEDULE 9

RESERVED MATTERS APPLICATIONS

The Owners covenant with the Council that:

1. No individual Reserved Matters planning application to be submitted pursuant to the Planning Permission shall include proposals for more than 200 residential units unless otherwise agreed with the Council in writing
2. Each Reserved Matter planning application will be treated as a separate phase of the Development for the purposes of the Community Infrastructure Levy

SCHEDULE 10

COMMUNITY INFRASTRUCTURE LEVY

1. The Owner covenants with the Council that in the event of the 2010 Regulations being repealed or modified prior to Commencement of Development which results in less or no Community Infrastructure Levy being payable to the Council for the Development the Owner shall:
 - 1.1 Pay to the Council a sum equal to the amount of the Community Infrastructure Levy it would have been obliged to pay to the Council if the 2010 Regulations had not been repealed or modified; and
 - 1.2 Make the payment referred to in paragraph 1.1 above to the Council at the time it would have been required to pay the sum if the 2010 Regulations had not been repealed or modified

PROVIDED THAT the Council shall utilise any payments received pursuant to this paragraph for the purposes set out in its last published s123 list and FURTHER PROVIDED THAT in the event that the Government introduces an alternative regime to pay for the infrastructure for which the Community Infrastructure Levy was payable then that scheme shall apply and this paragraph will be of no effect

SCHEDULE 11

**FORM OF ACCESS AND WORKS LICENCE NMRES LAND AND THE HOGWOOD SPUR
ROAD LAND**

**Licence to access, carry out surveys, investigative works and to carry out works to
construct SUDS relating to NMRES, Access Junctions and Hogwood Spur Road**

Relating to land within the Arborfield Garrison Strategic Development Location

Between

(1) Marino Family Trust Company Limited

(2) Simon Marino, Jason Marino and Amber Marino

(3) Alison Jayne Marino

(4) Hazel Violet Marino

(5) Legal & General Homes Communities (Arborfield) Limited

(5) Wokingham Borough Council

Dated.....20XX

This Licence is made

on.....20XX

Between:

- (1) **Marino Family Trust Company Limited** (company number 02289977) whose registered office is at Willow Wick Farm, Wick Hill Lane, Finchampstead, Wokingham, Berkshire RG40 3QH
- (2) **Simon Marino, Jason Marino and Amber Marino** of Willow Wick Farm, Wick Hill Lane, Finchampstead, Wokingham, Berkshire RG40 3QH
- (3) **Alison Jayne Marino** of The Bungalow, Hogwood Farm, Sheerlands Road, Finchampstead, Wokingham, Berkshire RG40 4QY
- (4) **Hazel Violet Marino** of Willow Wick Farm, Wick Hill Lane, Finchampstead, Wokingham, Berkshire RG40 3QH
- (5) **Legal & General Homes Communities (Arborfield) Limited** (Company Number: 11050597) whose registered address is at One Coleman Street, London, EC2R 5AA ("the Developer")

Who together shall be defined as "the Licensor"

- (6) **Wokingham Borough Council** of Council Offices, Shute End, Wokingham, Berkshire RG40 1BN ("the Licensee")

Agreed terms

1. Interpretation

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

1.1 Definitions:

"Access and Movement Parameter Plan" means the plan attached to this Agreement with reference CB_12_103_S73_002 Rev K

"Access Junctions" means potential junctions along the Nine Mile Ride Extension and Hogwood Spur Road that are required to access the Development Parcels the locations and details of which will be agreed between the Council and Owners during the detailed design of the NMRES and Hogwood Spur Road to ensure suitable access to the Development Parcels.

"Application Site" means all of the Land in addition to the land hatched blue shown for identification purposes only on the Plan

"Competent Authority" means any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

"Designated Hours" means the times of access as set out in the schedule to this Licence

"Hogwood Spur Road" means a new highway between Nine Mile Ride Extension South and Hogwood Lane to be constructed along the Indicative alignment shown on the Access and Movement Parameter Plan

"Hogwood Spur Road Land" means the land required for the construction of the Hogwood Spur Road the exact location of which will be identified/established in the Reserved Matters application/approval pertaining to the NMRES and the Hogwood Spur Road shown for indicative purposes only in the Access and Movement Parameter Plan and will comprise of highway, footways, cycleways and associated verges.

"Land" means that part of the Application Site shown edged in red on the Plan

"Land Use Parameter Plan" means drawing CB_12_103_S73_001 Rev J attached to this agreement

"Licence Fee" means £1.00 (one pound) inclusive of VAT per calendar month from and including the Licence Fee Commencement Date for the Licence Period.

"Licence Fee Commencement Date" means the date of this Licence.

"Licence Period" means the period from and including the Licence Fee Commencement Date until the Licence is determined in accordance with clause 5

"Licensor's Property" the land or any parts thereof fall within the freehold land registered at HM Land Registry under title numbers BK236764, BK395699, BK287472, BK229239, BK427896, BK203135 and part of title numbers BK436385 and BK132059

"Necessary Consents" means all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature (excluding the Licensor) which shall be required by any Competent Authority for the Permitted Use and Permitted Works including those annexed to this Licence

"Nine Mile Ride Extension South (NMRES)" means works for the southern section of the Nine Mile Ride Extension between the existing Nine Mile Ride at Park Lane and Byway 18 where it will connect with NMRE northwards that links to the A327 the indicative alignment of which is shown on the Access and Movement Parameter Plan for indicative purposes only

"NMRES Land" means the land required for the construction of the NMRES the exact area and location of which will be identified/established in the Reserved Matters application/approval pertaining to the NMRES and the Hogwood Spur Road shown for indicative purposes only in the Access and Movement Parameter Plan and will comprise highway, footways, cycleways and associated verges

"Permitted Use" means those uses listed in the schedule to this Licence but not for any other purpose

"Permitted Works" means those works listed in the schedule to this Licence.

"Section 73 Planning Permission" means the planning permission granted pursuant to the Section 73 Planning Application

"Section 73 Planning Application" means the hybrid planning application for the Development registered by the Council under references 181194 which includes the plans, specifications and particulars deposited with the Council and forming part of the Section 73 Planning Application

"Plan" means the plan (with reference CB_12_103_913) attached to this agreement

"Reserved Matters" means details of any one or more of access, appearance, landscaping, layout and scale reserved under the terms of the Section 73 Planning Permission or for subsequent approval

"SUDS" means the Sustainable Drainage Systems which may include any of the following to be constructed on the Licensor's Property the exact location and specification of which are to be agreed by the Council pursuant to an application(s) including:

- (a) attenuation ponds
- (b) a surface water pumping station
- (c) swales watercourses and ditches
- (d) ponds and infiltration basins
- (e) soakaways and
- (f) all associated inlet/outlet structures, control devices, headwalls silt traps catchpits culverts and manholes

"VAT" means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax

"Working Day" means any day which is not a Saturday, a Sunday, a bank holiday or public holiday in England and Wales

- 1.2 Clause heading shall not affect the interpretation of this Licence
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in plural shall include the singular.
- 1.5 Unless the context otherwise requires a reference to one gender shall include a reference to the other genders
- 1.6 A reference to a statute or statutory provision is a reference to it as amended extended or re-enacted from time to time
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision
- 1.8 A reference to writing or written excludes faxes and emails
- 1.9 Any obligation on a party not to do something includes an obligation to use reasonable endeavours to prevent that thing being done by another person
- 1.10 References to clauses are to clauses in this Licence
- 1.11 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms
- 1.12 Obligations on behalf of the Licensor are joint and several

2. Background

- 2.1 The Licensor owns the freehold title to the Licensor's Property
- 2.2 The Licensor has submitted a planning application reference 181194 pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended) (to vary conditions 1 to 10 (inclusive) 13 14, 24, 39, 41, 45, 46, 62, 64 and 66 of a hybrid planning application under planning reference O/2014/2179) over the Licensor's Property which has a resolution to grant planning permission subject to completion of an Agreement pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) and other enabling powers.

3. Licence to access survey and to carry out SUDS works

3.1 Subject to clause 4 and 5, the Licensor permits the Licensee in common with all others permitted by the Licensee (so far as it is not inconsistent with the rights given to the Licensee to use the Licensor's Property for the Permitted Use and/or the carrying out of the Permitted Works) to occupy the Licensor's Property for the Permitted Use and/or carry out the Permitted Works for the Licence Period during the Designated Hours under the terms of this written licence.

3.2 The Licensor shall keep that part of the Licensor's Property adjacent to NMRES and Hogwood Spur Road free during the Licence Period of any building materials, waste, vehicles, plant or other material and shall not otherwise undertake works on the Licensor's Property that would impede the execution of the Permitted Use and use reasonable endeavours to keep that part of the Licensor's Property on which the Permitted Works will be carried out free during the Licence Period of any building materials, waste, vehicles, plant or other material.

3.3 The Licensee acknowledges that:

3.3.1 the Licensee shall occupy the Licensor's Property as a licensee and that no relationship of landlord and tenant is created by the Licensor and the Licensee by this licence;

3.3.2 The Licensor retains control, possession and management of the Licensor's Property and the Licensee has no right to exclude the Licensor from the Licensor's Property;

3.3.3 The licence to occupy granted by this licence is personal to the Licensee and is not assignable and the rights given in clause 3 may only be exercised by the Licensee and its duly authorised employees and agents

4. Licensee's Obligations

4.1 The Licensee agrees and undertakes:

4.1.1 To pay the Licensor the Licence Fee if demanded in writing by the Licensor;

4.1.2 To keep the Licensor's Property clean, tidy and clear of rubbish;

4.1.3 Not to use the Licensor's Property other than for the Permitted Use and/or for the carrying out of the Permitted Works;

4.1.3.1 Not to make any alteration or addition whatsoever to the Licensor's Property save in relation to that required by the Permitted Use and the Permitted Works;

4.1.4 Not to display any advertisement, signboards, name-plate, inscription, flag, banner, placard, poster, sign or notice at the Licensor's Property save as required under Health and Safety or related legislation;

4.1.5 Not to do or permit to be done anything which is illegal or which constitutes an actionable nuisance and use all reasonable endeavours to

avoid annoyance or disturbance to the Licensor or any owner or occupier of the Licensor's Property;

4.1.6 Not to cause or permit to be caused any damage to:

4.1.6.1 The Licensor's Property or neighbouring property; or

4.1.6.2 Any property of the owners or occupiers of the Licensor's Property within the Licensor's Property

Except as necessary in connection with the proper implementation of the Permitted Works and/or pursuant to the Permitted Use;

- 4.1.7 to promptly make good any damage to the Licensor's Property at its own cost and expense and to pay reasonable compensation in respect of the Permitted Use for the crops planted during the Licence Period if the damage cannot be made good within a reasonable period both parties acting reasonably;
- 4.1.8 not to obstruct any entrance or estate roads on the Licensor's Property or deposit any waste, rubbish, or other material on any part of the Licensor's Property save for soil excavated and stored for backfill pursuant to the Permitted Use and any materials to be used in connection with the Permitted Works or in any other way interfere with, or disturb, the Licensor or any other owner or occupier of the Licensor's Property except as necessary in connection with the proper implementation of the Permitted Works and/or pursuant to the Permitted Use;
- 4.1.9 not to authorise any other person to enter onto the Licensor's Property or carry out the Permitted Use and/or Permitted Works except the Licensee's employees, authorised contractors or agents;
- 4.1.10 not to do anything that will constitute a breach of any Necessary Consents affecting the Licensor's Property or which will vitiate in whole or in part any insurance effected by the Licensor from time to time in respect of the Licensor's Property;
- 4.1.11 not to do anything that will constitute an implementation of the 73 Planning Permission or amount to "Commencement of Development" pursuant to the Section 106 Planning Agreement dated XXXX 2018 and made between Marino Family Trust Company Limited (1), Simon Marino, Jason Marino and Amber Marino (2) Alison Jayne Marino (3) Hazel Violette Marino (4) Legal & General Homes Communities (Arborfield) Limited (5) and Wokingham Borough Council (6).
- 4.1.12 save in relation to losses, claims, demands, actions, proceedings, damages, costs expenses or other liability arising from the negligence whether by omission or commission of the Licensor or other occupiers of the Licensor's Property to indemnify the Licensor for the full Licence

Period against all losses, claims, demands, actions, proceedings, damages, costs expenses or other liability to the extent that they arise directly from:

- 4.1.12.1 this licence;
- 4.1.12.2 any breach of the Licensee's undertakings contained in clause 4; and/or
- 4.1.12.3 the improper exercise by the Licensee its employees, contractors or agents of any right given under clause 3 of this licence

- 4.2 The Licensee acknowledges that any machinery or equipment or other property brought onto the Licensor's Property for the purpose of carrying out the Permitted Use and/or the Permitted Works (by the Licensee or the contractors, agents or employees) and/or left on Licensor's Property will be entirely at the Licensee's own risk.

5. Termination

- 5.1 The Licence shall end on the earliest of:

- 5.1.1 the Licensee giving one month's prior notice to the Licensor to terminate this licence; and
- 5.1.2 The Licensor giving notice to the Licensee to terminate the licence with immediate effect if the Licensee is in breach of any of the obligations in clause 4 of this Licence save in relation to breaches which the Licensee can and undertakes to remedy within a reasonable time and time is not of the essence for the Licensor.

- 5.2 Termination is without prejudice to the rights of the parties to the Licence in connection with any antecedent breach of any obligation subsisting under the licence.

6. Notices

- 6.1 Any notice given under this licence save for those given pursuant to the Schedule to this licence shall be in writing and shall be delivered by hand or sent by pre-paid first class post or other next Working Day delivery service to the relevant party as follows:

- 6.1.1 to Legal & General Homes Communities (Arborfield) Limited at the address stated in this licence and marked for the attention of the Company Secretary;

6.1.2 to the Licensee at the address stated in this licence marked for the attention of Deepender Bist the Highways Project Manager or such person carrying out the substantial part of the functions of that post;

or otherwise as specified by the relevant party by notice in writing to each other party.

6.2 Any notice given in accordance with clause 6.1 of this licence will be deemed to have been received:

6.2.1 If delivered by hand, on signature of a delivery sheet or at the time the notice is left at the proper address referred to in clause 6.1 of this licence; or

6.2.2 If sent by pre-paid first class post or other next Working Day delivery service at 12.00 noon on the second Working Day after posting including the day of posting.

6.3 A notice or other communication given under this licence shall not be validly given if sent by email.

6.4 This clause does not apply to the service of any proceedings or other documents in any legal action or where applicable any arbitration or other method of dispute resolution.

7. No Warranty of Condition

7.1 The Licensor gives no warranty that the Licensor's Property possesses the Necessary Consents for the Permitted Use and/or the carrying out of the Permitted Works.

7.2 The Licensor gives no warranty in this Licence that the Licensor's Property is physically fit for the purpose specified in clause 3;

7.3 The Licensee acknowledges that it does not rely on and shall have no remedies in respect of any representation or warranty that may have been made by the Licensor before the date of this Licence as to any of the matters referred to in sub-clause 7.1.

7.4 Nothing in this clause shall limit or exclude any liability for fraud.

8. Limitation on Licensor's Liability

The Licensor save for negligent or malicious action by the Licensor is not liable for:

8.1 the death of or injury to the Licensee, its employees, customers or invitees to the Licensor's Property; or

8.2 damage to any property on the Licensor's Property of the Licensee its employees, customers or invitees to the Licensor's Property; or

8.3 any losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability incurred by the Licensee its employees, customers

or invitees to the Licensor's Property in exercise or purported exercise of the rights granted by clause 3 of this licence.

9. VAT

All sums payable by the Licensee are exclusive of any VAT that may be chargeable. The Licensee shall pay VAT in relation to all taxable supplies made in connect with this licence on the due date for making any payment or if earlier the date on which that supply is made for VAT purposes.

10. Third Party Rights

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the licence.

11. Governing Law

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

12. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this licence or its subject matter (including non-contractual disputes or claims).

This agreement has been entered into on the date stated on the first page of this licence.

Schedule

Permitted Works	Permitted Uses	Designated Hours
Works to carry out all necessary site investigations, survey and the construction of SUDS for NMRES, Hogwood Spur Road and Access Junctions together with any associated works including but not limited to construction of a temporary construction compound, parking compound, temporary access, temporary fencing and connection to all utilities necessary to deliver the said SUDS for NMRES, Hogwood Spur Road and Access Junctions.	To undertake topographical surveys of the Licensor's property by means of a non-intrusive walking survey (with or without vehicles)	Day light hours on dates to be agreed between the Licensor and the Licensee and (in default of agreement at an alternative date and time determined by the Licensee) and the Licensee to inform the Licensor in writing by email (for the avoidance of doubt for the purposes of this Schedule only such communications constitute notice pursuant to clause 6 of this agreement) at least 10 working days before the relevant date of access.
Works to carry out all necessary site investigations, survey and the construction of SUDS for NMRES, Hogwood Spur Road and Access Junctions together with any associated works including but not limited to construction of a temporary construction compound, parking compound, temporary access, temporary fencing and connection to all utilities necessary to deliver the said SUDS for NMRES, Hogwood Spur Road and Access Junctions.	To undertake ground investigation & land contamination surveys of the Licensor's property by means of an intrusive investigation with equipment and machinery including boreholes, trial trenches and trial pits.	Day light hours on dates to be agreed between the Licensor and the Licensee and (In default of agreement at an alternative date and time determined by the Licensee) and the Licensee to inform the Licensor in writing by email (for the avoidance of doubt for the purposes of this Schedule only such communications constitute notice pursuant to clause 6 of this agreement) at least 10 working days before the relevant date of access.
Works to carry out all	Site walkover surveys	Day light hours on dates

necessary site investigations, survey and the construction of SUDS for NMRES, Hogwood Spur Road and Access Junctions together with any associated works including but not limited to construction of a temporary construction compound, parking compound, temporary access, temporary fencing and connection to all utilities necessary to deliver the said SUDS for NMRES, Hogwood Spur Road and Access Junctions.	and Site visits by the Licensee its agents and employees for various Engineering assessments including inter alia drainage and site photographs.	to be agreed between the Licensor and the Licensee and (in default of agreement at an alternative date and time determined by the Licensee) and the Licensee to inform the Licensor in writing by email (for the avoidance of doubt for the purposes of this Schedule only such communications constitute notice pursuant to clause 6 of this agreement) at least 10 working days before the relevant date of access.
Works to carry out all necessary site investigations, survey and the construction of SUDS for NMRES, Hogwood Spur Road and Access Junctions together with any associated works including but not limited to construction of a temporary construction compound, parking compound, temporary access, temporary fencing and connection to all utilities necessary to deliver the said SUDS for NMRES, Hogwood Spur Road and Access Junctions.	To undertake ecological surveys & Tree surveys of the Licensor's property by means of a non-intrusive walkovers and observation (including as necessary the placement of reptile mats)	Day light hours on dates to be agreed between the Licensor and the Licensee and (in default of agreement at an alternative date and time determined by the Licensee) and the Licensee to inform the Licensor in writing by email (for the avoidance of doubt for the purposes of this Schedule only such communications constitute notice pursuant to clause 6 of this agreement) at least 10 working days before the relevant date of access.
Works to carry out all necessary site Investigations, survey and the construction of SUDS for NMRES, Hogwood Spur Road and Access Junctions together with any associated works including but not limited to construction of a temporary construction compound, parking compound, temporary access, temporary fencing and connection to all utilities necessary to deliver the said SUDS for NMRES, Hogwood Spur Road and	To undertake archaeological surveys of the Licensor's property by means of ground radar and trial trenches and plant (360 degree excavator)	Day light hours on dates to be agreed between the Licensor and the Licensee and (in default of agreement at an alternative date and time determined by the Licensee) and the Licensee to inform the Licensor in writing by email (for the avoidance of doubt for the purposes of this Schedule only such communications constitute notice pursuant to clause 6 of this agreement) at least 10 working days before the

Access Junctions.		relevant date of access.
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Signed on behalf of Marino Family Trust Company Limited

.....(Director)

.....(Company
Secretary/Director)

Signed by Simon Marino,

.....(Simon Marino)

Signed by Jason Marino

.....(Jason Marino)

Signed by Amber Marino

.....(Amber Marino)

Signed by Alison Jayne Marino

.....(Alison Jayne Marino)

Signed by Hazel Violet Marino

.....(**Hazel Violet Marino**)

EXECUTED AS A DEED BY)

by **LEGAL & GENERAL HOMES COMMUNITIES**)

(ARBORFIELD) LIMITED acting by a director in the)

presence of:)

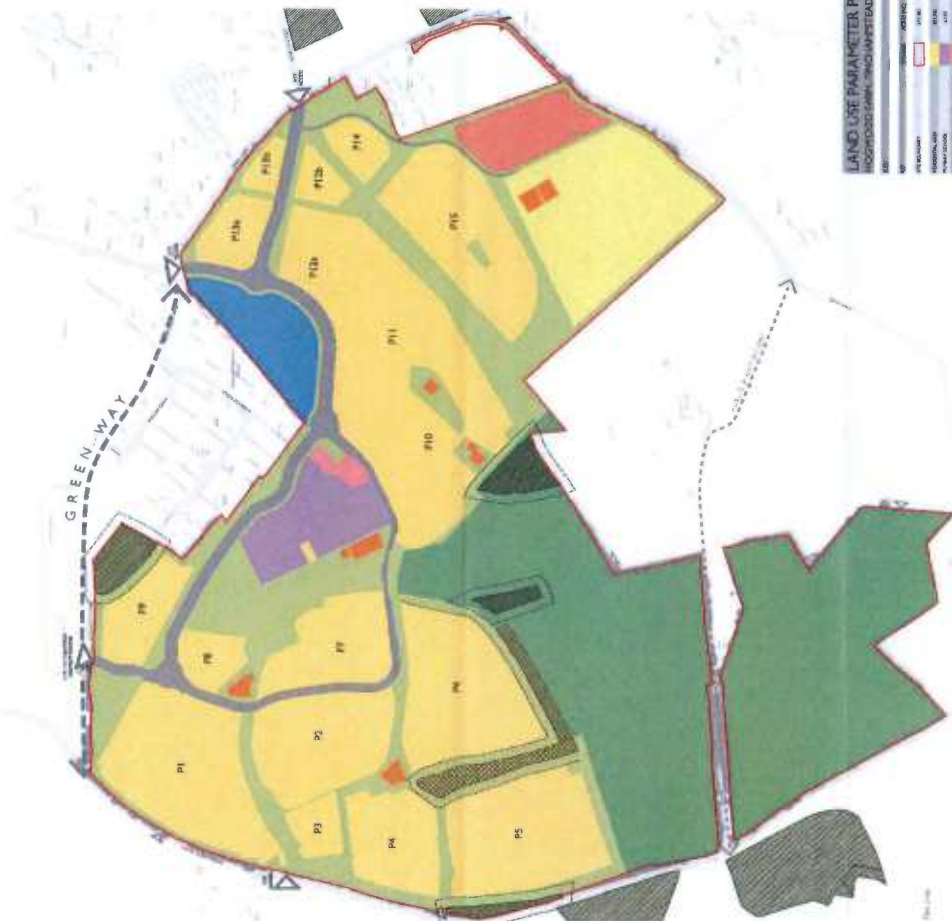
Witness Signature:

Witness Name and Address:

Signed on behalf of the Licensee by

.....(**Authorised Signatory**)

SCHEDULE 12
LAND USE PARAMETER PLAN



LAND USE PARAMETER PLAN
HOSPITAL PARK, HINDUSTAN

NO.	LAND USE	AREA (SQ. M)	PERCENTAGE
1	RESIDENTIAL	10,000	10.00
2	COMMERCIAL	5,000	5.00
3	INDUSTRIAL	15,000	15.00
4	RECREATION	20,000	20.00
5	AGRICULTURE	30,000	30.00
6	WATER BODIES	10,000	10.00
7	ROADS	5,000	5.00
8	RAILWAYS	5,000	5.00
9	UNDEVELOPED LAND	10,000	10.00
10	TOTAL	100,000	100.00

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SCHEDULE 13

FORM OF ACCESS AND WORKS LICENCE PRIMARY SCHOOL LAND

Licence to access, carry out surveys, investigative works and to carry out works to construct SUDS relating to land comprising the Primary School Land at the Arborfield Garrison Strategic Development Location

Relating to land within the Arborfield Garrison Strategic Development Location

Between

(1) Marino Family Trust Company Limited

(2) Simon Marino, Jason Marino and Amber Marino

(3) Alison Jane Marino

(4) Hazel Violet Marino

(5) Legal & General Homes Communities (Arborfield) Limited

(6) Wokingham Borough Council

Dated.....20**

This Licence is made

on20**

Between:

- (1) **Marino Family Trust Company Limited** (company number 02289977) whose registered office is at Willow Wick Farm, Wick Hill Lane, Finchampstead, Wokingham, Berkshire RG40 3QH
- (2) **Simon Marino, Jason Marino and Amber Marino** of Willow Wick Farm, Wick Hill Lane, Finchampstead, Wokingham, Berkshire RG40 3QH
- (3) **Allison Jane Marino** of The Bungalow, Hogwood Farm, Sheerlands Road, Finchampstead, Wokingham, Berkshire RG40 4QY
- (4) **Hazel Violet Marino** of Willow Wick Farm, Wick Hill Lane, Finchampstead, Wokingham, Berkshire RG40 3QH
- (5) **Legal & General Homes Communities (Arborfield) Limited** (Company Number: 11050597) whose registered address is at One Coleman Street, London, EC2R 5AA ("the Developer")

Who together shall be defined as "the Licensor"

- (6) **Wokingham Borough Council** of Council Offices, Shute End, Wokingham, Berkshire RG40 1BN ("the Licensee")

Agreed terms

1. Interpretation

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

1.1 Definitions:

"Application Site" means all that land shown for identification purposes only edged red on the Plan

"Competent Authority" means any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

"Designated Hours" means the times of access as set out in the schedule to this Licence

"Land" means that part of the Application Site shown edged in red on the Plan

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"Land Use Parameter Plan" means drawing CB_12_103_S73_001 Rev J attached to this agreement

"Licence Fee" means £1.00 (one pound) inclusive of VAT per calendar month from and including the Licence Fee Commencement Date for the Licence Period.

"Licence Fee Commencement Date" means the date of this Licence.

"Licence Period" means the period from and including the Licence Fee Commencement Date until the Licence is determined in accordance with clause 5

"Licensor's Property" the land or any parts thereof fall within the freehold land registered at HM Land Registry under title numbers BK236764, BK395699, BK287472, BK229239, BK427896, BK203135 and part of title numbers BK436385 and BK132059

"Necessary Consents" means all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use including those annexed to this Licence

"Permitted Use" means those uses listed in the schedule to this Licence but not for any other purpose

"Permitted Works" means those works listed in the schedule to this Licence.
"Plan" means the plan (with reference CB_12_103_913) attached to this agreement

"Section 73 Planning Permission" means the planning permission granted pursuant to the Section 73 Planning Application

"Section 73 Planning Application" means the hybrid planning application for the Development registered by the Council under references 181194 which includes the plans, specifications and particulars deposited with the Council and forming part of the Section 73 Planning Application

"Plan" means the plan (with reference CB_12_103_913) attached to this agreement

"Primary School" means a school providing primary education provision which for the avoidance of doubt may include ancillary provisions for childcare and services for children under the age of 5

"Primary School Land" means a single parcel of land comprising no less than 2.5 hectares forming part of the Application Site on which the Primary School is to be built as shown for indicative purposes only on the Land Use Parameter Plan

"Reserved Matters" means details of any one or more of access, appearance, landscaping, layout and scale reserved under the terms of the Section 73 Planning Permission or for subsequent approval

"SUDS" means the Sustainable Drainage Systems which may include any of the following to be constructed on the Application Site the exact location and specification of which are to be agreed by the Council pursuant to an application(s) for approval of Reserved Matters:

- (a)attenuation ponds
- (b)a surface water pumping station
- (c)swales watercourses and ditches
- (d)ponds and infiltration basins
- (e)soakaways and
- (f) all associated inlet/outlet structures, control devices, headwalls silt traps catchpits culverts and manholes

"VAT" means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax

"Working Day" means any day which is not a Saturday, a Sunday, a bank holiday or public holiday in England and Wales

- 1.2 Clause heading shall not affect the interpretation of this Licence
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- 1.5 Unless the context otherwise requires a reference to one gender shall include a reference to the other genders
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- 1.8 A reference to writing or written excludes faxes and emails
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- 1.10 References to clauses are to clauses in this Licence
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- 1.12 Obligations on behalf of the Licensor are joint and several

2. Background

- 2.1 The Licensor owns the freehold title to the Licensor's Property
- 2.2 The Licensor has submitted a planning application reference 181194 pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended) (to vary conditions 1 to 10 (inclusive) 13 14, 24, 39, 41, 45, 46, 62, 64 and 66 of a hybrid planning application under planning reference O/2014/2179) over the Licensor's Property which has a resolution to grant planning permission subject to completion of an Agreement pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) and other enabling powers.

3. Licence to access survey and to carry out SUDS works

- 3.1 Subject to clause 4 and 5, the Licensor permits the Licensee in common with all others permitted by the Licensee (so far as it is not inconsistent with the rights given to the Licensee to use the Licensor's Property for the Permitted Use and/ or the carrying out of the Permitted Works) to occupy the Licensor's Property for the Permitted Use and/or to carry out the Permitted Works for the Licence Period during the Designated Hours under the terms of this written licence.
- 3.2 The Licensor shall keep that part of the Licensor's Property identified as the Primary School Land shown for illustrative purposes on the Land Use Parameter Plan free during the Licence Period of any building materials, waste, vehicles, plant or other material that would impede the execution of the Permitted Use and use reasonable endeavours to keep that part of the Licensor's Property on which the Permitted Works will be carried out free during the Licence Period of any building materials, waste, vehicles, plant or other material..
- 3.3 The Licensee acknowledges that:
 - 3.3.1 the Licensee shall occupy the Licensor's Property as a licensee and that no relationship of landlord and tenant is created by the Licensor and the Licensee by this licence;

3.3.2 The Licensor retains control, possession and management of the Licensor's Property and the Licensee has no right to exclude the Licensor from the Licensor's Property;

3.3.3 The licence to occupy granted by this licence is personal to the Licensee and is not assignable and the rights given in clause 3 may only be exercised by the Licensee and its duly authorised employees and agents

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4.1 The Licensee agrees and undertakes:

4.1.1 To pay the Licensor the Licence Fee if demanded in writing by the Licensor;

4.1.2 To keep the Licensor's Property clean, tidy and clear of rubbish;

4.1.3 Not to use the Licensor's Property other than for the Permitted Use and/or for the carrying out of the Permitted Works;

4.1.3.1 Not to make any alteration or addition whatsoever to the Licensor's Property save in relation to that required by the Permitted Use and/or the Permitted Works;

4.1.4 Not to display any advertisement, signboards, name-plate, inscription, flag, banner, placard, poster, sign or notice at the Licensor's Property save as required under Health and Safety or related legislation;

4.1.5 Not to do or permit to be done anything which is illegal or which constitutes an actionable nuisance and use all reasonable endeavours to avoid annoyance or disturbance to the Licensor or any owner or occupier of the Licensor's Property;

4.1.6 Not to cause or permit to be caused any damage to:

4.1.6.1 The Licensor's Property or neighbouring property; or

4.1.6.2 Any property of the owners or occupiers of the Licensor's Property within the Licensor's Property

Except as necessary in connection with the proper implementation of the Permitted Works and/or pursuant to the Permitted Use;

4.1.7 to promptly make good any damage to the Licensor's Property at its own cost and expense and to pay reasonable compensation save in respect of crops planted during the Licence Period if the damage cannot be made good within a reasonable period to the other parties to this licence as appropriate;

- 4.1.8 not to obstruct any entrance or estate roads on the Licensor's Property or deposit any waste, rubbish, or other material on any part of the Licensor's Property save for soil excavated and stored for backfill pursuant to the Permitted Use and any materials to be used in connection with the Permitted Works or in any other way interfere with, or disturb, the Licensor or any other owner or occupier of the Licensor's Property except as necessary in connection with the proper implementation of the Permitted Works and/or pursuant to the Permitted Use;
- 4.1.9 not to authorise any other person to enter onto the Licensor's Property or carry out the Permitted Use and/or Permitted Works except the Licensee's employees, authorised contractors or agents;
- 4.1.10 not to do anything that will constitute a breach of any Necessary Consents affecting the Licensor's Property or which will vitiate in whole or in part any Insurance effected by the Licensor from time to time in respect of the Licensor's Property;
- 4.1.11 not to do anything that will constitute an implementation of the 73 Planning Permission or amount to "Commencement of Development" pursuant to the Section 106 Planning Agreement dated XXXX 2018 and made between Marino Family Trust Company Limited (1), Simon Marino, Jason Marino and Amber Marino (2) Alison Jayne Marino (3) Hazel Violette Marino (4) Legal & General Homes Communities (Arborfield) Limited (5) and Wokingham Borough Council (6).
- 4.1.12 save in relation to losses, claims, demands, actions, proceedings, damages, costs expenses or other liability arising from the negligence whether by omission or commission of the Licensor or other occupiers of the Licensor's Property to indemnify the Licensor for the full Licence Period against all losses, claims, demands, actions, proceedings, damages, costs expenses or other liability to the extent that they arise directly from:
 - 4.12.1 this licence;
 - 4.12.2 any breach of the Licensee's undertakings contained in clause 4; and/or
 - 4.12.3 the improper exercise by the Licensee its employees, contractors or agents of any right given under clause 3 of this licence
- 4.2 The Licensee acknowledges that any machinery or equipment or other property brought onto the Licensor's Property for the purpose of carrying out the Permitted Use and/or the Permitted Works (by the Licensee or the contractors, agents or employees) and/or left on Licensor's Property will be entirely at the Licensee's own risk.

5. Termination

5.1 The Licence shall end on the earliest of:

5.1.1 the Licensee giving one month's prior notice to the Licensor to terminate this licence; and

5.1.2 The Licensor giving notice to the Licensee to terminate the licence with immediate effect if the Licensee is in breach of any of the obligations in clause 4 of this Licence save in relation to breaches which the Licensee can and undertakes to remedy within a reasonable time and time is not of the essence for the Licensor.

5.2 Termination is without prejudice to the rights of the parties to the Licence in connection with any antecedent breach of any obligation subsisting under the licence.

6. Notices

6.1 Any notice given under this licence save for those given pursuant to the Schedule to this licence shall be in writing and shall be delivered by hand or sent by pre-paid first class post or other next Working Day delivery service to the relevant party as follows:

6.1.1 to Marino Family Trust Company Limited at the address stated in this licence and marked for the attention of the Company Secretary;

6.1.2 to Simon, Jason and Amber Marino at the address stated in this licence;

6.1.3 to Alison Jayne Marino at the address stated in this licence;

6.1.4 to Hazel Violet Marino at the address stated in this licence;

6.1.5 to the Licensee at the address stated in this licence marked for the attention of Piers Brunning, the Service Manager Policy, Strategy and Partnerships or such person carrying out the substantial part of the functions of that post ;

or otherwise as specified by the relevant party by notice in writing to each other party.

6.2 Any notice given in accordance with clause 6.1 of this licence will be deemed to have been received:

6.2.1 If delivered by hand, on signature of a delivery sheet or at the time the notice is left at the proper address referred to in clause 6.1 of this licence; or

6.2.2 If sent by pre-paid first class post or other next Working Day delivery service at 12.00 noon on the second Working Day after posting including the day of posting.

6.3 A notice or other communication given under this licence shall not be validly given if sent by email.

- 6.4 This clause does not apply to the service of any proceedings or other documents in any legal action or where applicable any arbitration or other method of dispute resolution.

7. No Warranty of Condition

- 7.1 The Licensor gives no warranty that the Licensor's Property possesses the Necessary Consents for the Permitted Use and/or the carrying out of the Permitted Works.
- 7.2 The Licensor gives no warranty in this Licence that the Licensor's Property is physically fit for the purpose specified in clause 3;
- 7.3 The Licensee acknowledges that it does not rely on and shall have no remedies in respect of any representation or warranty that may have been made by the Licensor before the date of this Licence as to any of the matters referred to in sub-clause 7.1.
- 7.4 Nothing in this clause shall limit or exclude any liability for fraud.

8. Limitation on Licensor's Liability

The Licensor save for negligent or malicious action by the Licensor is not liable for:

- 8.1 the death of or injury to the Licensee, its employees, customers or invitees to the Licensor's Property; or
- 8.2 damage to any property on the Licensor's Property of the Licensee its employees, customers or invitees to the Licensor's Property; or
- 8.3 any losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability incurred by the Licensee its employees, customers or invitees to the Licensor's Property in exercise or purported exercise of the rights granted by clause 3 of this licence.

9. VAT

All sums payable by the Licensee are exclusive of any VAT that may be chargeable. The Licensee shall pay VAT in relation to all taxable supplies made in connect with this licence on the due date for making any payment or if earlier the date on which that supply is made for VAT purposes.

10. Third Party Rights

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the licence.

11. Governing Law

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

12. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this licence or its subject matter (including non-contractual disputes or claims).

This agreement has been entered into on the date stated on the first page of this licence.

Schedule

Permitted Works	Permitted Uses	Designated Hours
Works to carry out all necessary site investigations, survey and the construction of SUDS for the Primary School together with any associated works including but not limited to construction of a temporary construction compound, parking compound, temporary access, temporary fencing and connection to all utilities necessary to deliver the said SUDS for the Primary School.	To undertake topographical surveys of the Licensor's property by means of a non-intrusive walking survey (with or without vehicles)	Day light hours on dates to be agreed between the Licensor and the Licensee and (in default of agreement at an alternative date and time determined by the Licensee) and the Licensee to inform the Licensor in writing by email (for the avoidance of doubt for the purposes of this Schedule only such communications constitute notice pursuant to clause 6 of this agreement) at least 10 working days before the relevant date of access.
Works to carry out all necessary site investigations, survey and the construction of SUDS for the Primary School together with any associated works including but not limited to construction of a temporary construction compound, parking compound, temporary access, temporary fencing and connection to all utilities necessary to deliver the said SUDS for the Primary School.	To undertake ground investigation & land contamination surveys of the Licensor's property by means of an intrusive investigation with equipment and machinery including boreholes, trial trenches and trial pits.	Day light hours on dates to be agreed between the Licensor and the Licensee and (in default of agreement at an alternative date and time determined by the Licensee) and the Licensee to inform the Licensor in writing by email (for the avoidance of doubt for the purposes of this Schedule only such communications constitute notice pursuant to clause 6 of this agreement) at least 10 working days before the relevant date of access.
Works to carry out all	Site walkover surveys	Day light hours on dates to be agreed

necessary site investigations, survey and the construction of SUDS for the Primary School together with any associated works including but not limited to construction of a temporary construction compound, parking compound, temporary access, temporary fencing and connection to all utilities necessary to deliver the said SUDS for the Primary School.	and Site visits by the Licensee its agents and employees for various Engineering assessments including inter alia drainage and site photographs.	between the Licensor and the Licensee and (in default of agreement at an alternative date and time determined by the Licensee) and the Licensee to inform the Licensor in writing by email (for the avoidance of doubt for the purposes of this Schedule only such communications constitute notice pursuant to clause 6 of this agreement) at least 10 working days before the relevant date of access.
Works to carry out all necessary site investigations, survey and the construction of SUDS for the Primary School together with any associated works including but not limited to construction of a temporary construction compound, parking compound, temporary access, temporary fencing and connection to all utilities necessary to deliver the said SUDS for the Primary School.	To undertake ecological surveys & Tree surveys of the Licensor's property by means of a non-intrusive walkovers and observation (including as necessary the placement of reptile mats)	Day light hours on dates to be agreed between the Licensor and the Licensee and (in default of agreement at an alternative date and time determined by the Licensee) and the Licensee to inform the Licensor in writing by email (for the avoidance of doubt for the purposes of this Schedule only such communications constitute notice pursuant to clause 6 of this agreement) at least 10 working days before the relevant date of access.
Works to carry out all necessary site investigations, survey and the construction of SUDS for the Primary School together with any associated works including but not limited to construction of a temporary construction compound, parking compound, temporary access, temporary fencing and connection to all utilities necessary to deliver the said SUDS for the Primary School.	To undertake archaeological surveys of the Licensor's property by means of ground radar and trial trenches and plant (360 degree excavator)	Day light hrs on dates to be agreed between the licensor and the Licensee and (in default of agreement at alternative date and time determined by the Licensee) and informed in writing by email (for the avoidance of doubt for the purposes of this Schedule only such communications constitute notice pursuant to clause 6 of this agreement) to the Licensor at least 10 working days before the relevant date of access.

Signed on behalf of Marino Family Trust Company Limited

.....(Director)

.....(Company
Secretary/Director)

Signed by Simon Marino,

.....(Simon Marino)

Signed by Jason Marino

.....(**Jason Marino**)

Signed by **Amber Marino**

.....(**Amber Marino**)

Signed by **Alison Jane Marino**

.....(**Alison Jane Marino**)

Signed by **Hazel Violet Marino**

.....(**Hazel Violet Marino**)

EXECUTED AS A DEED BY)

by **LEGAL & GENERAL HOMES COMMUNITIES**)

(ARBORFIELD) LIMITED acting by a director in the)

presence of:)

Witness Signature:

Witness Name and Address:

Signed on behalf of the Licensee by

.....(Authorised Signatory)

SCHEDULE 14
FORM OF ACCESS AND WORKS LICENCE ALLOTMENT LAND

Licence to carry out surveys and investigative works

Relating to land comprising the Allotments Land at the Arborfield Garrison Strategic Development Location

Between

(1) *Marino Family Trust Company Limited*

(2) *Simon Marino, Jason Marino and Amber Marino*

(3) *Alison Jane Marino*

(4) *Hazel Violet Marino*

(5) *Legal & General Homes Communities (Arborfield) Limited*

(6) *Wokingham Borough Council*

Dated.....20**

This Licence is made

on20**

Between:

- (1) **Marino Family Trust Company Limited** (company number 02289977) whose registered office is at Willow Wick Farm, Wick Hill Lane, Finchampstead, Wokingham, Berkshire RG40 3QH
- (2) **Simon Marino, Jason Marino and Amber Marino** of Willow Wick Farm, Wick Hill Lane, Finchampstead, Wokingham, Berkshire RG40 3QH
- (3) **Alison Jane Marino** of The Bungalow, Hogwood Farm, Sheerlands Road, Finchampstead, Wokingham, Berkshire RG40 4QY
- (4) **Hazel Violet Marino** of Willow Wick Farm, Wick Hill Lane, Finchampstead, Wokingham, Berkshire RG40 3QH
- (5) **Legal & General Homes Communities (Arborfield) Limited** (Company Number: 11050597) whose registered address is at One Coleman Street, London, EC2R 5AA ("the Developer")

Who together shall be defined as "the Licensor"

- (6) **Wokingham Borough Council** of Council Offices, Shute End, Wokingham, Berkshire RG40 1BN ("the Licensee")

Agreed terms

1. Interpretation

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

1.1 Definitions:

"Application Site" means all of the Land in addition to the land hatched blue shown for identification purposes only on the Plan

"Competent Authority" means any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

"Designated Hours" means the times of access as set out in the schedule to this Licence

"Land" means that part of the Application Site shown edged in red on the Plan

"Landscape and Open Spaces Parameter Plan" means drawing CB_12_103_S73_004 Rev J attached to this agreement

"Licence Fee" means £1.00 (one pound) inclusive of VAT per calendar month from and including the Licence Fee Commencement Date for the Licence Period.

"Licence Fee Commencement Date" means the date of this Licence.

"Licence Period" means the period from and including the Licence Fee Commencement Date until the Licence is determined in accordance with clause 5

"Licensor's Property" the land or any parts thereof fall within the freehold land registered at HM Land Registry under title numbers BK236764, BK395699, BK287472, BK229239, BK427896, BK203135 and part of title numbers BK436385 and BK132059

"Necessary Consents" means all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use including those annexed to this Licence

"Permitted Use" means those uses listed in the schedule to this Licence but not for any other purpose

"Plan" means the plan (with reference CB_12_103_913) attached to this agreement

"Section 73 Planning Permission" means the planning permission granted pursuant to the Section 73 Planning Application

"Section 73 Planning Application" means the hybrid planning application for the Development registered by the Council under references 181194 which includes the plans, specifications and particulars deposited with the Council and forming part of the Section 73 Planning Application

"VAT" means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax

"Working Day" means any day which is not a Saturday, a Sunday, a bank holiday or public holiday in England and Wales

1.2 Clause heading shall not affect the interpretation of this Licence

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

- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in plural shall include the singular.
- 1.5 Unless the context otherwise requires a preference to one gender shall include a reference to the other genders
- 1.6 A reference to a statute or statutory provision is a reference to it as amended extended or re-enacted from time to time
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision
- 1.8 A reference to writing or written excludes faxes and emails
- 1.9 Any obligation on a party not to do something includes an obligation to use reasonable endeavours to prevent that thing being done by another person
- 1.10 References to clauses are to clauses in this Licence
- 1.11 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms
- 1.12 Obligations on behalf of the Licensor are joint and several

2. Background

- 2.1 The Licensor owns the freehold title to the Licensor's Property
- 2.2 The Licensor has submitted a planning application reference 181194 pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended) (to vary conditions 1 to 10 (inclusive) 13 14, 24, 39, 41, 45, 46, 62, 64 and 66 of a hybrid planning application under planning reference O/2014/2179) over the Licensor's Property which has a resolution to grant planning permission subject to completion of an Agreement pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) and other enabling powers.

3. Licence to Occupy

- 3.1 Subject to clause 4 and 5, the Licensor permits the Licensee in common with all others permitted by the Licensee (so far as it is not inconsistent with the rights given to the Licensee to use the Licensor's Property for the Permitted Use) to occupy the Licensor's Property for the Permitted Use for the Licence Period during the Designated Hours under the terms of this written licence.
- 3.2 The Licensor shall keep that part of the Licensor's Property identified as the Allotment Land shown for illustrative purposes on the Landscape and Open Spaces Parameter Plan free during the Licence Period of any building materials, waste, vehicles, plant or other material that would impede the execution of the Permitted Use.

3.3 The Licensee acknowledges that:

- 3.3.1** the Licensee shall occupy the Licensors Property as a licensee and that no relationship of landlord and tenant is created by the Licensor and the Licensee by this licence;
- 3.3.2** The Licensor retains control, possession and management of the Licensor's Property and the Licensee has no right to exclude the Licensor from the Licensor's Property;
- 3.3.3** The licence to occupy granted by this licence is personal to the Licensee and is not assignable and the rights given in clause 3 may only be exercised by the Licensee and its duly authorised employees and agents

4. Licensee's Obligations

4.1 The Licensee agrees and undertakes:

- 4.1.1** To pay the Licensor the Licence Fee if demanded in writing by the Licensor;
- 4.1.2** To keep the Licensor's Property clean, tidy and clear of rubbish;
- 4.1.3** Not to use the Licensor's Property other than for the Permitted Use;
 - 4.1.3.1** Not to make any alteration or addition whatsoever to the Licensor's Property save in relation to that required by the Permitted Use;
- 4.1.4** Not to display any advertisement, signboards, name-plate, inscription, flag, banner, placard, poster, sign or notice at the Licensor's Property save as required under Health and Safety or related legislation;
- 4.1.5** Not to do or permit to be done anything which is illegal or which constitutes an actionable nuisance and use all reasonable endeavours to avoid annoyance or disturbance to the Licensor or any owner or occupier of the Licensor's Property;
- 4.1.6** Not to cause or permit to be caused any damage to:
 - 4.1.6.1** The Licensor's Property or neighbouring property; or
 - 4.1.6.2** Any property of the owners or occupiers of the Licensor's Property within the Licensor's Property

Except as necessary in connection with the proper implementation of the Permitted Works;
- 4.1.7** to promptly make good any damage to the Licensor's Property at its own cost and expense and to pay reasonable compensation save in respect of crops planted during the Licence Period if the damage cannot be made

good within a reasonable period to the other parties to this licence as appropriate:

- 4.1.8 not to obstruct any entrance or estate roads on the Licensor's Property or deposit any waste, rubbish, or other material on any part of the Licensor's Property save for soil excavated and stored for backfill pursuant to the Permitted Use or in any other way interfere with, or disturb, the Licensor or any other owner or occupier of the Licensor's Property except as necessary in connection with the proper implementation of the Permitted Works;
- 4.1.9 not to authorise any other person to enter onto the Licensor's Property or carry out the Permitted Use except the Licensee's employees, authorised contractors or agents;
- 4.1.10 not to do anything that will constitute a breach of any Necessary Consents affecting the Licensor's Property or which will vitiate in whole or in part any insurance effected by the Licensor from time to time in respect of the Licensor's Property;
- 4.1.11 to indemnify the Licensor for the full Licence Period against all losses, claims, demands, actions, proceedings, damages, costs expenses or other liability to the extent that they arise directly from:
 - 4.1.11.1 this licence;
 - 4.1.11.2 any breach of the Licensee's undertakings contained in clause 4; and/or
 - 4.1.11.3 the improper exercise by the Licensee its employees, contractors or agents of any right given under clause 3 of this licence
- 4.2 The Licensee acknowledges that any machinery or equipment or other property brought onto the Licensor's Property for the purpose of carrying out the Permitted Use (by the Licensee or the contractors, agents or employees) and/or left on Licensor's Property will be entirely at the Licensee's own risk.

5. Termination

5.1 The Licence shall end on the earliest of:

- 5.1.1(specify an end date for licence);
- 5.1.2 the Licensee giving one month's prior notice to the Licensor to terminate this licence; and
- 5.1.3 The Licensor giving notice to the Licensee to terminate the licence with immediate effect if the Licensee is in breach of any of the obligations in clause 4 of this Licence save in relation to breaches which the Licensee can and undertakes to remedy within a reasonable time and time is not of the essence for the Licensor.

- 5.2 Termination is without prejudice to the rights of the parties to the Licence in connection with any antecedent breach of any obligation subsisting under the licence.

6. Notices

- 6.1 Any notice given under this licence shall be in writing and shall be delivered by hand or sent by pre-paid first class post or other next Working Day delivery service to the relevant party as follows:
- 6.1.1 to Legal & General Homes Communities (Arborfield) Limited at the address stated in this licence and marked for the attention of the Company Secretary;
 - 6.1.2 to the Licensee at the address stated in this licence marked for the attention of Andy Glencross, the Green Infrastructure Service Manager or such person carrying out the substantial part of the functions of that post;
- or otherwise as specified by the relevant party by notice in writing to each other party.
- 6.2 Any notice given in accordance with clause 6.1 of this licence will be deemed to have been received:
- 6.2.1 If delivered by hand, on signature of a delivery sheet or at the time the notice is left at the proper address referred to in clause 6.1 of this licence; or
 - 6.2.2 If sent by pre-paid first class post or other next Working Day delivery service at 12.00 noon on the second Working Day after posting including the day of posting.
- 6.3 A notice or other communication given under this licence shall not be validly given if sent by email.
- 6.4 This clause does not apply to the service of any proceedings or other documents in any legal action or where applicable any arbitration or other method of dispute resolution.

7. No Warranty of Condition

- 7.1 The Licensor gives no warranty that the Licensor's Property possesses the Necessary Consents for the Permitted Use.
- 7.2 The Licensor gives no warranty that the Licensor's Property is physically fit for the purpose specified in clause 3;
- 7.3 The Licensee acknowledges that it does not rely on and shall have no remedies in respect of any representation or warranty that may have been made by the Licensor before the date of this Licence as to any of the matters referred to in sub-clauses 7.1 and 7.2.
- 7.4 Nothing in this clause shall limit or exclude any liability for fraud.

8. Limitation on Licensor's Liability

The Licensor save for negligent or malicious action by the Licensor is not liable for:

- 8.1 the death of or injury to the Licensee, its employees, customers or invitees to the Licensor's Property; or
- 8.2 damage to any property on the Licensor's Property of the Licensee its employees, customers or invitees to the Licensor's Property; or
- 8.3 any losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability incurred by the Licensee its employees, customers or invitees to the Licensor's Property in exercise or purported exercise of the rights granted by clause 3 of this licence.

9. VAT

All sums payable by the Licensee are exclusive of any VAT that may be chargeable. The Licensee shall pay VAT in relation to all taxable supplies made in connect with this licence on the due date for making any payment or if earlier the date on which that supply is made for VAT purposes.

10. Third Party Rights

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the licence.

11. Governing Law

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

12. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this licence or its subject matter (including non-contractual disputes or claims).

This agreement has been entered into on the date stated on the first page of this licence.

Schedule

Permitted Uses	Designated Hours
To undertake topographical surveys of the Licensor's property by means of a non-intrusive walking survey (with or without vehicles)	Day light hours on dates to be agreed between the Licensor and the Licensee and (in default of agreement at an alternative date and time determined by the Licensee) and the Licensee to inform the Licensor in writing by email (for the avoidance of doubt such communications do not constitute notice pursuant to clause 6 of this agreement) at least 10 working days before the relevant date of access.
To undertake ground investigation & land contamination surveys of the Licensor's property by means of an intrusive investigation with equipment and machinery including boreholes, trial trenches and trial pits.	Day light hours on dates to be agreed between the Licensor and the Licensee and (in default of agreement at an alternative date and time determined by the Licensee) and the Licensee to inform the Licensor in writing by email (for the avoidance of doubt such communications do not constitute notice pursuant to clause

	6 of this agreement) at least 10 working days before the relevant date of access.
Site walkover surveys and Site visits by the Licensee its agents and employees for various Engineering assessments including inter alia drainage and site photographs.	Day light hours on dates to be agreed between the Licensor and the Licensee and (in default of agreement at an alternative date and time determined by the Licensee) and the Licensee to inform the Licensor in writing by email (for the avoidance of doubt such communications do not constitute notice pursuant to clause 6 of this agreement) at least 10 working days before the relevant date of access.
To undertake ecological surveys & Tree surveys of the Licensor's property by means of a non-intrusive walkovers and observation (including as necessary the placement of reptile mats)	Day light hours on dates to be agreed between the Licensor and the Licensee and (in default of agreement at an alternative date and time determined by the Licensee) and the Licensee to inform the Licensor in writing by email (for the avoidance of doubt such communications do not constitute notice pursuant to clause 6 of this agreement) at least 10 working days before the relevant date of access.
To undertake archaeological surveys of the Licensor's property by means of ground radar and trial trenches and plant (360 degree excavator)	Day light hours on dates to be agreed between the Licensor and the Licensee and (in default of agreement at an alternative date and time determined by the Licensee) and the Licensee to inform the Licensor in writing by email (for the avoidance of doubt such communications do not constitute notice pursuant to clause 6 of this agreement) at least 10 working days before the relevant date of access.

Signed on behalf of Marino Family Trust Company Limited

.....(**Director**)

.....(**Company**
Secretary/Director)

Signed by Simon Marino,

.....(**Simon Marino**)

Signed by Jason Marino

.....(**Jason Marino**)

Signed by Amber Marino

.....(**Amber Marino**)

Signed by Alison Jane Marino

.....(***Alison Jane Marino***)

Signed by Hazel Violet Marino

.....(***Hazel Violet Marino***)

EXECUTED AS A DEED BY)

by **LEGAL & GENERAL HOMES COMMUNITIES**)

(ARBORFIELD) LIMITED acting by a director in the)

presence of:)

Witness Signature:

Witness Name and Address:

Signed on behalf of the Licensee by

.....(***Authorised Signatory***)

SCHEDULE 15
FORM OF ACCESS AND WORKS LICENCE SPORTS HUB LAND

Licence to access, carry out surveys, investigative works and to carry out works to construct SUDS to land comprising the Sports Hub at the Arborfield Garrison Strategic Development Location

Relating to land within the Arborfield Garrison Strategic Development Location

Between

(1) Marino Family Trust Company Limited

(2) Simon Marino, Jason Marino and Amber Marino

(3) Alison Jayne Marino

(4) Hazel Violet Marino

(5) Legal & General Homes Communities (Arborfield) Limited

(6) Wokingham Borough Council

Dated.....20XX

This Licence is made

on.....20**

Between:

- (1) **Marino Family Trust Company Limited** (company number 02289977) whose registered office is at Willow Wick Farm, Wick Hill Lane, Finchampstead, Wokingham, Berkshire RG40 3QH
- (2) **Simon Marino, Jason Marino and Amber Marino** of Willow Wick Farm, Wick Hill Lane, Finchampstead, Wokingham, Berkshire RG40 3QH
- (3) **Alison Jayne Marino** of The Bungalow, Hogwood Farm, Sheerlands Road, Finchampstead, Wokingham, Berkshire RG40 4QY
- (4) **Hazel Violet Marino** of Willow Wick Farm, Wick Hill Lane, Finchampstead, Wokingham, Berkshire RG40 3QH
- (5) **Legal & General Homes Communities (Arborfield) Limited** (Company Number: 11050597) whose registered address is at One Coleman Street, London, EC2R 5AA ("the Developer")

Who together shall be defined as "the Licensor"

- (6) **Wokingham Borough Council** of Council Offices, Shute End, Wokingham, Berkshire RG40 1BN ("the Licensee")

Agreed terms

1. Interpretation

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

1.1 Definitions:

"Application Site" means all of the Land in addition to the land hatched blue shown for identification purposes only on the Plan

"Competent Authority" means any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

"Designated Hours" means the times of access as set out in the schedule to this Licence

"Land" means that part of the Application Site shown edged in red on the Plan

"Land Use Parameter Plan" means drawing CB_12_103_S73_001 Rev J attached to this agreement

"Licence Fee" means £1.00 (one pound) inclusive of VAT per calendar month from and including the Licence Fee Commencement Date for the Licence Period.

"Licence Fee Commencement Date" means the date of this Licence.

"Licence Period" means the period from and including the Licence Fee Commencement Date until the Licence is determined in accordance with clause 5

"Licensor's Property" the land or any parts thereof fall within the freehold land registered at HM Land Registry under title numbers BK236764, BK395699, BK287472, BK229239, BK427896, BK203135 and part of title numbers BK436385 and BK132059

"Necessary Consents" means all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use including those annexed to this Licence

"Permitted Use" means those uses listed in the schedule to this Licence but not for any other purpose

"Permitted Works" means those works listed in the schedule to this Licence.

"Plan" means the plan (with reference CB_12_103_913) attached to this agreement

"Reserved Matters" means details of any one or more of access, appearance, landscaping, layout and scale reserved under the terms of the Section 73 Planning Permission or for subsequent approval

"Section 73 Planning Permission" means the planning permission granted pursuant to the Section 73 Planning Application

"Section 73 Planning Application" means the hybrid planning application for the Development registered by the Council under references 181194

which includes the plans, specifications and particulars deposited with the Council and forming part of the Section 73 Planning Application

"Sports Hub" means a sports complex comprising multiple playing pitches pavilion facilities and car parking which will deliver all or part of the Playing Pitches Provision

"Sports Hub Land" means a parcel of land comprising no less than 5.79 hectares forming part of the Application Site on which the Sports Hub is to be provided and shown shaded yellow on the Land Use Parameter Plan

"SUDS" means the Sustainable Drainage Systems which may include any of the following to be constructed on the Application Site the exact location and specification of which are to be agreed by the Council pursuant to an application(s) for approval of Reserved Matters:

- (a)attenuation ponds
- (b)a surface water pumping station
- (c)swales watercourses and ditches
- (d)ponds and infiltration basins
- (e)soakaways and
- (f) all associated inlet/outlet structures, control devices, headwalls silt traps catchpits culverts and manholes

"VAT" means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax

"Working Day" means any day which is not a Saturday, a Sunday, a bank holiday or public holiday in England and Wales

- 1.2 Clause heading shall not affect the interpretation of this Licence
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality.
- 1.4 Unless the context otherwise requires , words in the singular shall include the plural and in plural shall include the singular.
- 1.5 Unless the context otherwise requires a preference to one gender shall include a reference to the other genders
- 1.6 A reference to a statute or statutory provision is a reference to it as amended extended or re-enacted from time to time
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision

- 1.8 A reference to writing or written excludes faxes and emails
- 1.9 Any obligation on a party not to do something includes an obligation to use reasonable endeavours to prevent that thing being done by another person
- 1.10 References to clauses are to clauses in this Licence
- 1.11 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms
- 1.12 Obligations on behalf of the Licensor are joint and several

2. Background

- 2.1 The Licensor owns the freehold title to the Licensor's Property
- 2.2 The Licensor has submitted a planning application reference 181194 pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended) (to vary conditions 1 to 10 (inclusive) 13 14, 24, 39, 41, 45, 46, 62, 64 and 66 of a hybrid planning application under planning reference O/2014/2179) over the Licensor's Property which has a resolution to grant planning permission subject to completion of an Agreement pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) and other enabling powers.

3. Licence to access survey and to carry out SUDS works

- 3.1 Subject to clause 4 and 5, the Licensor permits the Licensee in common with all others permitted by the Licensee (so far as it is not inconsistent with the rights given to the Licensee to use the Licensor's Property for the Permitted Use and/ or the carrying out of the Permitted Works) to occupy the Licensor's Property for the Permitted Use and/or to carry out the Permitted Works for the Licence Period during the Designated Hours under the terms of this written licence.
- 3.2 The Licensor shall keep that part of the Licensor's Property identified as the Sports Hub Land shown for illustrative purposes on the Land Use Parameter Plan free during the Licence Period of any building materials, waste, vehicles, plant or other material that would impede the execution of the Permitted Use and use reasonable endeavours to keep that part of the Licensor's Property on which the Permitted Works will be carried out free during the Licence Period of any building materials, waste, vehicles, plant or other material.
- 3.3 The Licensee acknowledges that:
 - 3.3.1 the Licensee shall occupy the Licensor's Property as a licensee and that no relationship of landlord and tenant is created by the Licensor and the Licensee by this licence;

3.3.2 The Licensor retains control, possession and management of the Licensor's Property and the Licensee has no right to exclude the Licensor from the Licensor's Property;

3.3.3 The licence to occupy granted by this licence is personal to the Licensee and is not assignable and the rights given in clause 3 may only be exercised by the Licensee and its duly authorised employees and agents

4. Licensee's Obligations

4.1 The Licensee agrees and undertakes:

4.1.1 To pay the Licensor the Licence Fee if demanded in writing by the Licensor;

4.1.2 To keep the Licensor's Property clean, tidy and clear of rubbish;

4.1.3 Not to use the Licensor's Property other than for the Permitted Use and/or for the carrying out of the Permitted Works;

4.1.3.1 Not to make any alteration or addition whatsoever to the Licensor's Property save in relation to that required by the Permitted Use and/or the Permitted Works;

4.1.4 Not to display any advertisement, signboards, name-plate, inscription, flag, banner, placard, poster, sign or notice at the Licensor's Property save as required under Health and Safety or related legislation;

4.1.5 Not to do or permit to be done anything which is illegal or which constitutes an actionable nuisance and use all reasonable endeavours to avoid annoyance or disturbance to the Licensor or any owner or occupier of the Licensor's Property;

4.1.6 Not to cause or permit to be caused any damage to:

4.1.6.1 The Licensor's Property or neighbouring property; or

4.1.6.2 Any property of the owners or occupiers of the Licensor's Property within the Licensor's Property

Except as necessary in connection with the proper implementation of the Permitted Works and/or pursuant to the Permitted Use;

4.1.7 to promptly make good any damage to the Licensor's Property at its own cost and expense and to pay reasonable compensation save in respect of crops planted during the Licence Period if the damage cannot be made good within a reasonable period to the other parties to this licence as appropriate;

4.1.8 not to obstruct any entrance or estate roads on the Licensor's Property or deposit any waste, rubbish, or other material on any part of the Licensor's

Property save for soil excavated and stored for backfill pursuant to the Permitted Use and any materials to be used in connection with the Permitted Works or in any other way interfere with, or disturb, the Licensors or any other owner or occupier of the Licensors' Property except as necessary in connection with the proper implementation of the Permitted Works and/or pursuant to the Permitted Use;

4.1.9 not to authorise any other person to enter onto the Licensors' Property or carry out the Permitted Use and/or Permitted Works except the Licensee's employees, authorised contractors or agents;

4.1.10 not to do anything that will constitute a breach of any Necessary Consents affecting the Licensors' Property or which will vitiate in whole or in part any insurance effected by the Licensors from time to time in respect of the Licensors' Property;

4.1.11 not to do anything that will constitute an implementation of the Section 73 Planning Permission or amount to "Commencement of Development" pursuant to the Section 106 Planning Agreement dated 2018 and made between Marino Family Trust Company Limited (1), Simon Marino, Jason Marino and Amber Marino (2) Allison Jayne Marino (3) Hazel Violette Marino (4) and Legal & General Homes Communities (Arborfield) Limited (5) Wokingham Borough Council (6).

4.1.12 save in relation to losses, claims, demands, actions, proceedings, damages, costs expenses or other liability arising from the negligence whether by omission or commission of the Licensors or other occupiers of the Licensors' Property to indemnify the Licensors for the full Licence Period against all losses, claims, demands, actions, proceedings, damages, costs expenses or other liability to the extent that they arise directly from:

4.1.12.1 this licence;

4.1.12.2 any breach of the Licensee's undertakings contained in clause 4; and/or

4.1.12.3 the improper exercise by the Licensee its employees, contractors or agents of any right given under clause 3 of this licence

4.2 The Licensee acknowledges that any machinery or equipment or other property brought onto the Licensors' Property for the purpose of carrying out the Permitted Use and/or the Permitted Works (by the Licensee or the contractors, agents or employees) and/or left on Licensors' Property will be entirely at the Licensee's own risk.

5. Termination

5.1 The Licence shall end on the earliest of:

5.1.1 the Licensee giving one month's prior notice to the Licensor to terminate this licence; and

5.1.2 The Licensor giving notice to the Licensee to terminate the licence with immediate effect if the Licensee is in breach of any of the obligations in clause 4 of this Licence save in relation to breaches which the Licensee can and undertakes to remedy within a reasonable time and time is not of the essence for the Licensor.

5.2 Termination is without prejudice to the rights of the parties to the Licence in connection with any antecedent breach of any obligation subsisting under the licence.

6. Notices

6.1 Any notice given under this licence save for those given pursuant to the Schedule to this licence shall be in writing and shall be delivered by hand or sent by pre-paid first class post or other next Working Day delivery service to the relevant party as follows:

6.1.1 to Legal & General Homes Communities (Arborfield) Limited at the address stated in this licence and marked for the attention of the Company Secretary;

6.1.2 to the Licensee at the address stated in this licence marked for the attention of Andy Glencross, the Green Infrastructure Service Manager or such person carrying out the substantial part of the functions of that post;

or otherwise as specified by the relevant party by notice in writing to each other party.

6.2 Any notice given in accordance with clause 6.1 of this licence will be deemed to have been received:

6.2.1 If delivered by hand, on signature of a delivery sheet or at the time the notice is left at the proper address referred to in clause 6.1 of this licence; or

6.2.2 If sent by pre-paid first class post or other next Working Day delivery service at 12.00 noon on the second Working Day after posting including the day of posting.

6.3 A notice or other communication given under this licence shall not be validly given if sent by email.

6.4 This clause does not apply to the service of any proceedings or other documents in any legal action or where applicable any arbitration or other method of dispute resolution.

7. No Warranty of Condition

- 7.1 The Licenser gives no warranty that the Licenser's Property possesses the Necessary Consents for the Permitted Use and/or the carrying out of the Permitted Works.
- 7.2 The Licenser gives no warranty in this Licence that the Licenser's Property is physically fit for the purpose specifies in clause 3;
- 7.3 The Licensee acknowledges that it does not rely on and shall have no remedies in respect of any representation or warranty that may have been made by the Licenser before the date of this Licence as to any of the matters referred to in sub-clause 7.1.
- 7.4 Nothing in this clause shall limit or exclude any liability for fraud.

8. Limitation on Licenser's Liability

The Licenser save for negligent or malicious action by the Licenser is not liable for:

- 8.1 the death of or injury to the Licensee, its employees, customers or invitees to the Licenser's Property; or
- 8.2 damage to any property on the Licenser's Property of the Licensee its employees, customers or invitees to the Licenser's Property; or
- 8.3 any losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability incurred by the Licensee its employees, customers or invitees to the Licenser's Property in exercise or purported exercise of the rights granted by clause 3 of this licence.

9. VAT

All sums payable by the Licensee are exclusive of any VAT that may be chargeable. The Licensee shall pay VAT in relation to all taxable supplies made in connect with this licence on the due date for making any payment or if earlier the date on which that supply is made for VAT purposes.

10. Third Party Rights

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the licence.

11. Governing Law

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

12. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this licence or its subject matter (including non-contractual disputes or claims).

This agreement has been entered into on the date stated on the first page of this licence.

31/03/2020

Schedule

Permitted Works	Permitted Uses	Designated Hours
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Works to carry out all necessary site investigations, survey and the construction of SUDS for the Sports Hub together with any associated works including but not limited to construction of a temporary construction compound, parking compound, temporary access, temporary fencing and connection to all utilities necessary to deliver the said SUDS for the Sports Hub.	To undertake topographical surveys of the Licensor's property by means of a non-intrusive walking survey (with or without vehicles)	Day light hours on dates to be agreed between the Licensor and the Licensee and (in default of agreement at an alternative date and time determined by the Licensee) and the Licensee to inform the Licensor in writing by email (for the avoidance of doubt for the purposes of this Schedule only such communications constitute notice pursuant to clause 6 of this agreement) at least 10 working days before the relevant date of access.
Works to carry out all necessary site investigations, survey and the construction of SUDS for the Sports Hub together with any associated works including but not limited to construction of a temporary construction compound, parking compound, temporary access, temporary fencing and connection to all utilities necessary to deliver the said SUDS for the Sports Hub.	To undertake ground investigation & land contamination surveys of the Licensor's property by means of an intrusive investigation with equipment and machinery including boreholes, trial trenches and trial pits.	Day light hours on dates to be agreed between the Licensor and the Licensee and (in default of agreement at an alternative date and time determined by the Licensee) and the Licensee to inform the Licensor in writing by email (for the avoidance of doubt for the purposes of this Schedule only such communications constitute notice pursuant to clause 6 of this agreement) at least 10 working days before the relevant date of access.
Works to carry out all necessary site investigations, survey and the construction of SUDS for the Sports Hub together with any associated works including but not limited to construction of a	Site walkover surveys and Site visits by the Licensee its agents and employees for various Engineering assessments including inter alia drainage and site photographs.	Day light hours on dates to be agreed between the Licensor and the Licensee and (In default of agreement at an alternative date and time determined by the Licensee) and the Licensee to inform the Licensor in writing by email (for the avoidance of doubt for the purposes of this Schedule only such communications constitute notice pursuant to clause 6 of this agreement) at least 10 working days before the

temporary construction compound, parking compound, temporary access, temporary fencing and connection to all utilities necessary to deliver the said SUDS for the Sports Hub.		relevant date of access.
Works to carry out all necessary site investigations, survey and the construction of SUDS for the Sports Hub together with any associated works including but not limited to construction of a temporary construction compound, parking compound, temporary access, temporary fencing and connection to all utilities necessary to deliver the said SUDS for the Sports Hub.	To undertake ecological surveys & Tree surveys of the Licensor's property by means of a non-intrusive walkovers and observation (including as necessary the placement of reptile mats)	Day light hours on dates to be agreed between the Licensor and the Licensee and (in default of agreement at an alternative date and time determined by the Licensee) and the Licensee to inform the Licensor in writing by email (for the avoidance of doubt for the purposes of this Schedule only such communications constitute notice pursuant to clause 6 of this agreement) at least 10 working days before the relevant date of access.
Works to carry out all necessary site investigations, survey and the construction of SUDS for the Sports Hub together with any associated works including but not limited to construction of a temporary construction compound, parking compound, temporary access, temporary fencing and connection to all utilities necessary to deliver the said SUDS for the Sports Hub.	To undertake archaeological surveys of the Licensor's property by means of ground radar and trial trenches and plant (360 degree excavator)	Day light hours on dates to be agreed between the Licensor and the Licensee and (in default of agreement at an alternative date and time determined by the Licensee) and the Licensee to inform the Licensor in writing by email (for the avoidance of doubt for the purposes of this Schedule only such communications constitute notice pursuant to clause 6 of this agreement) at least 10 working days before the relevant date of access.

RECEIVED

Signed on behalf of Marino Family Trust Company Limited

.....(Director)

.....(Company
Secretary/Director)

Signed by Simon Marino,

.....(**Simon Marino**)

Signed by Jason Marino

.....(**Jason Marino**)

Signed by Amber Marino

.....(**Amber Marino**)

Signed by Allison Jayne Marino

.....(**Allison Jayne Marino**)

Signed by Hazel Violet Marino

.....(**Hazel Violet Marino**)

EXECUTED AS A DEED BY)
by **LEGAL & GENERAL HOMES COMMUNITIES**)
(ARBORFIELD) LIMITED acting by a director in the)
presence of:)

Witness Signature:

Witness Name and Address:

Signed on behalf of the Licensee by

.....**(Authorised Signatory)**

2023-10-03 10:00

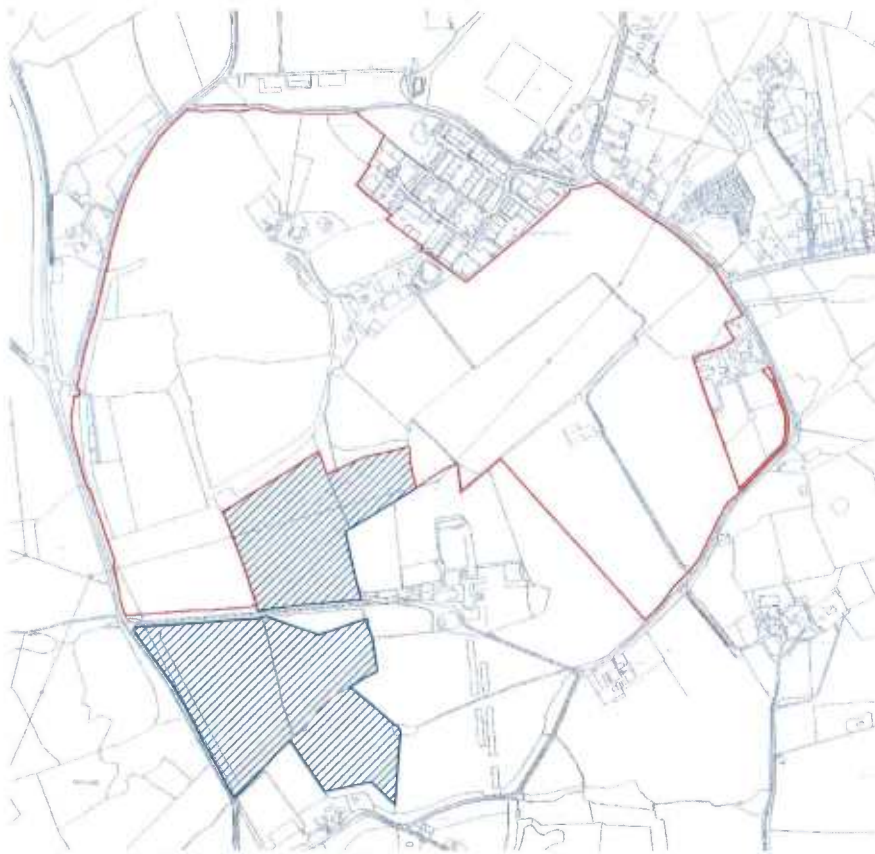
SCHEDULE 16

SECTION 25 AGREEMENT TO CREATE BRIDLEWAY

The Owners covenant with the Council:

1. Prior to Occupation of the 500th Dwelling within the Development to lay out the Bridleway in accordance with strategy approved pursuant to condition 39 of the Planning Permission and for the avoidance of doubt the approved strategy is set out in the approved Walking, Cycling and Equine Strategy (JNP Group Reference: C85672-TR-004 revision C dated 21/09/2018 annexed as Annex 7 of this Deed) PROVIDED THAT the width of the Bridleway will be four (4) metres (including the Bridleway surface and verge if any) and the bridleway surface shall be constructed with flexible permeable materials suitable for use by pedestrians, horse riders and cyclists approved in writing by the Council.
2. Prior to Occupation of the 1,000th Dwelling within the Development to pay the Council the Bridleway Maintenance Sum
3. Prior to Occupation of the 750th Dwelling within the Development to enter into the Section 25 Agreement substantially in the form of that draft agreement at Annex 6 of this Deed save that the precise route of the Bridleway may vary from that shown on the Section 25 Agreement map PROVIDED THAT the Owners use their Reasonable Endeavours to secure the start and end points of the Bridleway as close as possible to those shown on the said map.

Annex 1
The Plan
(Drawing CB_12_103_913)



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The
30499

AD et
[Handwritten signatures]

- The Land
220.801ac / 89.355ha
- Additional Land forming
part of the Application Site
50.581ac / 20.469ha



Date: NOV18/2018

Drawn by: PC

Doc Ref: CL_12_181_113

Scale: 1:1000

Client: BS

Project: HOGWOOD FARM
RINCHAMPTON

Title: THE
PLAN

Client: Legal & General

COORRABALL

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Annex 2

Draft Section 73 Planning Permission (181194)

DRAFT DECISION NOTICE WOKINGHAM BOROUGH COUNCIL

TOWN AND COUNTRY PLANNING ACTS

Legal & General Homes
3 Arlington Square, Downshire Way
Bracknell
RG12 1WA

C/O
Miss Michelle Thomson
Boyer Crowthorne
House Nine Mile Ride
Wokingham
RG40 3GZ

Application Number(s): 181194

Parish: Finchampstead

Location: Hogwood Farm, Sheerlands Road, Finchampstead,
Wokingham, Berkshire, RG40 4QY.

Proposal: Application to vary the following conditions of planning consent O/2014/2179 - 1.Approved parameter plans; 2.Reserved Matters; 3.Phasing; 4.NMRES; 5.Open Space; 6.Leisure and recreation; 7.Development brief; 8.Design code; 9.Neighbourhood centre; 10.Non-residential uses; 13.The primary school; 14.Employment land; 24. Bats; 39.Walking, Cycling and equine strategy; 41. Travel Plan (commercial); 45. Flood risk assessment; 46.Surface water drainage scheme; 62.SANG car parking; 64.SANG landscape scheme. Additional condition 66. Foul drainage.

Wokingham Borough Council, in pursuance of its powers under the above Acts and Regulations, hereby **Grants Permission** for the above development to be carried out 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

APPROVED PARAMETER PLANS

1. Part 1 (the Outline Permission) of the development hereby permitted shall only

be carried out in accordance with the following approved parameter plans and Hogwood Masterplan Framework Document Rev G, other than where those details are superseded and amended by details required and approved pursuant to the requirements of the other listed planning conditions:

	Drawing Number	Revision
Parameter Plans:		
Land Use	CB_12_103_Parameter_Plan_001	J
Access and Movement	CB_12_103_Parameter_Plan_002	K
Building Heights	CB_12_103_Parameter_Plan_003	H
Landscape and Open Space	CB_12_103_Parameter_Plan_004	J
Density Plan	CB_12_103_Parameter_Plan_005	H
Phasing Plan	CB_12_103_Parameter_Plan_006	H
SANG Masterplan	JSL2891_101	I
Other approved plans:		
SANG levels and drainage layout	HOGSANG-JNP-DR-S-0034 A, HOGSANG-JNP-DR-S-0035 A, HOGSANG-JNP-DR-S-0036 A & HOGSANG-JNP-DR-S-0037 A	Refer to drawing number.
Flood Risk Assessment	C85672-R001A	A
Drainage Assessment	C85672-R003A (October 2018)	A
Walking, Cycling and Equine Strategy	C85672-TR-004	C
Hogwood Farm Masterplan Framework Document		G

Reason: To ensure that the development is implemented in accordance with the parameters and Design and Access Statement considered by the Local Planning Authority when it determined the outline planning permission.

RESERVED MATTERS

2.a) Details of (a) access; (b) appearance; (c) landscaping; (d) layout; and (e) scale of the development (hereinafter called "the reserved matters") of Part 1 (the Outline Permission) of the development shall be submitted to and approved in writing by the Local Planning Authority before any development on the relevant phases of the development and the development shall be carried out as approved.

Reason: In pursuance of s.92 of the Town and Country Planning Act 1990 (as amended by s.51 of the Planning and Compensation Act 2004).

b) Application for the approval of all the reserved matters for the first phase of Part 1 (the outline permission) of the development shall be made by 9 January 2020 and all remaining reserved matters applications shall be made by 9 January 2027, unless otherwise agreed in writing by the Local Planning Authority.

c) The first phase of the development hereby approved shall be begun not later than 9 January 2022, or two years from the approval of the final reserved matters application for the first phase, whichever is the later.

d) The development within any other phase save for the first phase of the development hereby permitted shall be begun no later than two years from the date

of the approval of the last reserved matter for that phase or before 9 January 2032, whichever is the later.

Reason: By virtue of Sections 91 to 95 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

PHASING

3. Before submission of reserved matters pursuant to Condition 2 other than relating to the Nine Mile Ride Extension South (NMRES), a strategy for the sub-phasing of the development based on the Phasing Parameter Plan (CB_12_103_Parameter Plan_006 Rev H) shall be submitted to and approved in writing by the Local Planning Authority. The Sub-Phasing Strategy will define:

- i) The development to be delivered within each sub-phase of the development;
- ii) Timescales;
- iii) Details of the coordination of housing and infrastructure delivery including triggers for delivery of infrastructure and the arrangements to prevent interruption of delivery across sub-phase and phase boundaries;
- iv) Whether any part of the sub-phase contains wetland features (e.g. ponds, swales and balancing features).

The information to be provided shall include the following onsite infrastructure: a. The delivery of the Nine Mile Ride Extension South and other primary and secondary roads; b. Improvements to existing highways including new/improved access junctions and upgraded pedestrian and cycling infrastructure; c. Footpath, bridleway and cycle links within the site and connecting to the external network; d. The Primary school; e. The Neighbourhood Centre incorporating retail and community uses; f. Green infrastructure including sports pitches and ancillary facilities (including dual use of school facilities), children's play, and allotments; and g. Detention basins, balancing ponds and other drainage features.

The development to be delivered under i) shall be carried out in accordance with the approved Sub Phasing Strategy.

Reason: To ensure comprehensive planning of the site within the wider North Wokingham Strategic Development Location, to ensure the timely delivery of facilities and services and to protect the amenity of the area in accordance with Wokingham Borough Core Strategy Policies CP1, CP2, CP3, CP4, CP5, CP6, CP17 and CP18 and the Arborfield Garrison Strategic Development Location Supplementary Planning Document (October 2011).

4. The Reserved Matters Application(s) pertaining to the Employment Land, Primary School and development parcels P4, P5, P6, P7, P8, P9, P10, P11, P12a, P12b, P13a, P13b, P14 and P15, and open spaces PG1, PG2 and AGS3 (as identified on drawing CB_12_103_Parameter Plan_004 Rev J) shall not be submitted until such time as the Reserved Matters pertaining to the detailed design of the Nine Mile Ride Extension South has been submitted to and approved in writing by the Local Planning Authority; unless otherwise agreed in writing by the Local Planning Authority.

Reason: So as not to prejudice the delivery of key infrastructure identified as

necessary to facilitate the development in accordance with Wokingham Borough Core Strategy Policies CP1, CP2, CP3, CP4, CP5, CP6, CP17 and CP18 and the Arborfield Garrison Strategic Development Location Supplementary Planning Document (October 2011).

5. The Reserved Matters Application pertaining to development parcel P10 (as identified on drawing CB_12_103_Parameter Plan_001 Rev J) shall not be submitted until such time as the Reserved Matters Application pertaining to the detailed design of the Primary School has been submitted to and approved in writing by the Local Planning Authority; unless otherwise agreed in writing with the Local Planning Authority.

Reason: So as not to prejudice the delivery of key infrastructure identified as necessary to facilitate the development in accordance with Wokingham Borough Core Strategy Policies CP1, CP2, CP3, CP4, CP5, CP6, CP17 and CP18 and the Arborfield Garrison Strategic Development Location Supplementary Planning Document (October 2011).

6. The Reserved Matters Application pertaining to development parcel P15 (as identified on drawing CB_12_103_Parameter Plan_001 Rev J) shall not be submitted until such time as the Reserved Matters Application pertaining to the detailed design of the sports, leisure and recreation facilities in the eastern part of the site has been submitted to and approved in writing by the Local Planning Authority; unless otherwise agreed in writing with the Local Planning Authority.

Reason: So as not to prejudice the delivery of key infrastructure identified as necessary to facilitate the development in accordance with Wokingham Borough Core Strategy Policies CP1, CP2, CP3, CP4, CP5, CP6, CP17 and CP18 and the Arborfield Garrison Strategic Development Location Supplementary Planning Document (October 2011).

DEVELOPMENT BRIEFS AND CODES

7. Before the submission of reserved matters for the phases containing the Neighbourhood Centre and Open Space PG1 (as identified on drawing CB_12_103_Parameter Plan_004 Rev J), or within a period of two years from the date of commencement of Part 1 (the outline permission) of the development, whichever is the sooner, a Development Brief for the Neighbourhood Centre and Open Space PG1 shall be submitted to and approved in writing by the Local Planning Authority. The Development Brief shall include:

- a. General layout, arrangement of land uses, boundaries, built form and design principles;
- b. Existing landscape features to be retained;
- c. Proposed landscape framework, including structural planting;
- d. Details of the proposed housing mix based on size, type and tenure;
- e. Details and location of areas of open space;
- f. Details including timing of the provision of a mixed use development;
- g. Retail strategy to promote viability of the centre, including limiting the proportion of floorspace within Use Class A5 (of the Town and Country Planning (Use Classes) Order 1987 (as amended)) (Hot food takeaway).
- h. A parking and servicing strategy for the commercial, community and residential

uses within the neighbourhood centre, taking into consideration the potential for facilities to share parking;

i. Recycling facilities;

j. Details and timing of the pedestrian and cycle links to the primary school and the wider network;

k. Measures to demonstrate how the development would achieve Secured by Design principles; and

l. Details, location and timing for the provision of public art.

Reason: To secure comprehensive planning and design of the site, to be in accordance with the NPPF, Wokingham Borough Core Strategy Policies CP1, CP2, CP3, CP5, CP6, CP7, CP17 and CP18, Policies CC06 of the Managing Development Delivery Local Plan and the Arborfield Strategic Development Location Supplementary Planning Document (2011).

8. The development permitted by this planning permission shall be carried out in accordance with the approved Hogwood Farm Masterplan Framework Document Rev G (Cooper Baillie Limited dated September 2018) unless otherwise agreed in writing with the Local Planning Authority.

All applications for Reserved Matters applications shall be accompanied by a Design Statement which shall explain how the proposals conform to the requirements of the approved Master Plan Framework Document.

Reason: To secure the comprehensive planning and design of the development and to be in accordance with NPPF, Wokingham Borough Core Strategy Policy CP1, CP2, CP3, CP6, CP7, and CP18, Managing Development Delivery Local Plan Policies CC03, CC04 and CC10, and the Arborfield Strategic Development Location Supplementary Planning Document (2011).

NEIGHBOURHOOD CENTRE

9. The Neighbourhood Centre shall contain no more than 500 sqm (Gross Internal Floorpace) of non-residential floorspace, unless it is evidenced as part of the relevant Reserved Matters application pertaining to the Neighbourhood Centre that any provision greater than 500 sqm as is proposed will not: 1) have a significant adverse impact upon the vitality and/or viability of other centres within the hierarchy of main, district and local centres within Wokingham Borough and beyond, including the District centre proposed for the SDL; and 2) significantly prejudice the housing and infrastructure delivery requirements of the SDL as identified in the adopted Development Plan Documents.

Reason: So as to optimise the housing provision within the SDL and, in the absence of a retail impact assessment, the LPA cannot be assured that a provision greater than 500sqm will not have a significant adverse impact upon the vitality and/or viability of other centres within the hierarchy of main, district and local centres within Wokingham Borough and beyond, including the District centre proposed for the SDL - Core Strategy Policy CP18 and Appendix 7 and Policies TB15 and TB16 of the Managing Development Delivery Document (Local Plan).

10. The non-residential uses of the Neighbourhood Centre shall only comprise uses falling within Use Classes A1, A2, A3, A4, A5 or D1 of the Town and Country

Planning (Use Classes) Order 1987, as amended, unless otherwise agreed by the Local Planning Authority.

Reason: To ensure the units are compatible with the retail character of the Neighbourhood centre, and maintain its vitality in accordance with Core Strategy Policy CP18 and Appendix 7 and Policy TB15 of the Managing Development Delivery Document (Local Plan).

11. No non-residential units provided within the Neighbourhood Centre shall exceed a floor area of 150 sqm (gross internal floorspace) unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure the units are compatible with the retail character of the Neighbourhood centre, and maintain its vitality in accordance with Core Strategy Policy CP18 and Appendix 7 and Policy TB15 of the Managing Development Delivery Document (Local Plan).

12. No non-residential units provided within the Neighbourhood Centre shall be occupied by uses falling within use class D1 of the Town and Country Planning (Use Classes) Order 1987, as amended, until full details of the nature and operations of the proposed D1 use have been submitted to and approved in writing by the Local Planning Authority. The submission shall include evidence that the use will not impact significantly upon the viability of retail, leisure and community facilities delivery within the District Centre in direct conflict with the strategic masterplan and infrastructure delivery plan for the Strategic Development Location as a whole and that the use will not unacceptably impact upon the amenity of surrounding residential properties. Thereafter, any D1 use of the non-residential units provided within the Neighbourhood Centre shall not operate other than in accordance with the approved details, unless otherwise agreed by the Local Planning Authority.

Reason: So as to ensure that any use brought forward in the Neighbourhood Centre does not impact significantly upon the amenity of neighbouring residential properties and upon the viability of retail, leisure and community facilities delivery within the District centre of the Strategic Development Location in direct conflict with the strategic masterplan and infrastructure delivery plan for the Strategic Development Location as a whole (Core Strategy Policy CP18 and Appendix 7 and Policies TB15 and TB16 of the Managing Development Delivery Document (Local Plan)).

PRIMARY SCHOOL

13. The Primary School shall be constructed to achieve the following, evidence of which shall be submitted as part of the Reserved Matters Application pertaining to that part of the development:

- a) To achieve a minimum two-form entry facility, with potential to expand to a three form entry facility in the future;
- b) To facilitate community use of the school facilities;
- c) To facilitate a parking and servicing strategy for the school that minimises highways and amenity impact, taking into consideration the potential for facilities to share parking;
- d) To include a landscape framework, including structural planting;
- e) To deliver a lighting strategy designed to provide a safe environment whilst

preventing light spill having an adverse impact on ecology and the amenities of neighbouring properties;

- f) To achieve Secured by Design Standards;
- g) To achieve noise levels in accordance with Building Bulletin 93 – Acoustic Design of Schools – a Design Guide or any document that supersedes it including an external noise level not exceeding 55 dB LAeq,30min for unoccupied outdoor areas and an external teaching area where the noise level is below 50 dB LAeq,30min.

Reason: To ensure an acceptable standard of design in accordance with NPPF, Wokingham Borough Core Strategy Policies CP1, CP2, CP3, CP5, CP6, CP7, CP17 and CP18, Policies CC06 of the Managing Development Delivery Local Plan and the Arborfield Strategic Development Location Supplementary Planning Document (2011).

14. CONDITION 14 DELETED / INTENTIONALLY LEFT BLANK

PERMITTED DEVELOPMENT

15. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any Order revoking and re-enacting that Order with or without modification), no buildings, extensions or alterations permitted by Classes A, B, C, D and E, of Part 1 of the Second Schedule of the 2015 Order (or any order revoking and re-enacting that order with or without modification) shall be carried out without the written consent of the Local Planning Authority.

Reason: To safeguard the character of the area and residential amenity of neighbouring properties, in accordance with Wokingham Borough Core Strategy Policies CP1 and CP3.

TREES, LANDSCAPE AND ECOLOGY

Landscape Strategy

16. Prior to the submission of a reserved matters application for any sub phase of the development other than pertaining to the Nine Mile Ride Extension South, an overarching landscape strategy for the whole site shall be submitted and approved in writing by the Local Authority. The landscape strategy shall be based on the Green Infrastructure and Open Space Parameters Plan and provide more detailed information on the types of structural planting proposed throughout the site and how this relates to the existing landscape features to be retained. It should also define the location of footpaths and bridleways and other linkages to the SANG and public rights of way off site as well as SUDs proposals and all formal recreational locations. Development shall be carried out in accordance with the approved strategy unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure the reserved matters applications are linked together by a consistent landscaping approach in accordance with Wokingham Borough Core Strategy Policies CP1, CP3 and CP18 and Managing Development Delivery Local Plan Policies CC03 and the Arborfield Strategic Development Location

Supplementary Planning Document (2011).

Arboricultural Impact Assessment

17. The reserved matters for each phase of the development shall include an updated Arboricultural Impact Assessment for that area. The Assessment shall need to inform the Arboricultural Method Statement for Works and the landscaping scheme for that area.

Reason: To ensure retention and appropriate protection of trees and other vegetation that are important to the character of the proposed development and wider area in accordance with NPPF, Wokingham Borough Core Strategy Policies CP1 and CP3 and Managing Development Delivery Local Plan Policies CC03 and the Arborfield Strategic Development Location Supplementary Planning Document (2011).

Retention of existing trees/shrubs/hedges

18. No trees, shrubs or hedges within the site which are shown as being retained on the approved plans shall be felled, uprooted wilfully damaged or destroyed, cut back in any way or removed without previous written consent of the local planning authority; any trees, shrubs or hedges removed without consent or dying or being severely damaged or becoming seriously diseased within 5 years from the completion of the development hereby permitted shall be replaced in the next planning season with trees, shrubs or hedge plants of similar size and species unless the local planning authority gives written consent to any variation.

Reason: To secure the protection throughout the time that development is being carried out, of trees, shrubs and hedges growing within the site which are of amenity value to the area in accordance with Core Strategy policy CP3 and Managing Development Delivery Local Plan policies CC03 and TB21.

Protection of existing trees and vegetation

19. a) No development or other operation shall commence on site until a scheme which provides for the retention and protection of trees, shrubs and hedges growing on or adjacent the site in accordance with BS5837: 2012 has been submitted to and approved in writing by the local planning authority (the Approved Scheme); the tree protection measures approved shall be implemented in complete accordance with the Approved Scheme for the duration of the development (including, unless otherwise provided by the Approved Scheme) demolition, all site preparation work, 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.

b) No development (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) shall commence until the local planning authority has been provided (by way of a written notice) with a period of no less than 7 working days to inspect the implementation of the measures identified in the Approved Scheme 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 within 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 hedgerows growing within or adjacent to the site which are of amenity value in accordance with Wokingham Borough Core Strategy Policies CP1 and CP3 and Managing Development Delivery Local Plan Policies CC03 and TB21 and the Arborfield Strategic Development Location Supplementary Planning Document (2011).

Levels

20. The Reserved Matters applications for each phase of the development shall include a measured survey of that site and a plan prepared to a scale of not less than 1:500 showing details of existing and proposed finished ground levels (in relation to a fixed datum point) including highways and finished floor levels.

Reason: To enable the LPA to ensure a high quality of development that relates well to surrounding buildings and the landscape in accordance with NPPF, Wokingham Borough Core Strategy Policies CP1, CP3 and CP18 and Managing Development Delivery Local Plan Policies CC03 and the Arborfield Strategic Development Location Supplementary Planning Document (2011).

Landscape and Ecological Management Plan (LEMP)

21. Prior to submission of any Reserved Matters application other than in respect to the Nine Mile Ride Extension South an outline Landscape and Ecological Management Plan shall be submitted to and approved in writing by the local planning authority. Thereafter, each Reserved Matters Application for any sub phase of the development shall include a detailed Landscape and Ecological Management Plan for that sub phase of the development. Each detailed Landscape and Ecological Management Plan shall be in accordance with the mitigation, contingency and enhancement measures contained within paragraph 7.5.5 to 7.7 of the submitted Environmental Statement revision 2 (Royal Haskoning DHV, September 2014) and the approved outline Landscape and Ecological Management Plan. The detailed Landscape and Ecological Management Plan(s) shall be implemented in accordance with the approved plan unless otherwise approved in writing by the local planning authority.

Reason: In order to ensure that the approved landscaping is satisfactorily maintained in accordance with NPPF, Wokingham Borough Core Strategy policies CP1, CP3 and CP7 and Managing Development Delivery Local Plan Policies CC03 and TB21 and the Arborfield Strategic Development Location Supplementary Planning Document (2011).

Woodland

22. The Reserved Matters Applications pertaining to any sub phase of the development with a potential to impact upon Ancient Woodland shall include a detailed Ancient Woodland mitigation strategy for the Local Planning Authority's approval as part of the Reserved Matters Application. Each detailed Ancient Woodland mitigation strategy shall include the following.

- (a) No loss of the ancient woodland or mixed broadleaved woodland areas.
- (b) Details of any ancient woodland buffer zones required to protect the retained important and/or species rich hedgerows, such buffer zones to be a minimum of 15m unless there are exceptional circumstances.
- (c) The buffer zones required to protect the ancient woodland should be free from any development including residential gardens and should consist of a variety of semi natural habitats.
- (d) An appropriate detailed management plan for the ancient woodland areas and the 15m buffer zone that is aimed at maintaining and enhancing the ecological quality of these areas.
- (e) Details of the proposed management arrangements for the ancient woodland areas and the 15 buffer zone that will secure their long term future.

The mitigation and compensation strategies approved shall be implemented in accordance with the approved plans unless otherwise agreed in writing by the local planning authority.

Reason: In the interests of visual amenity and to ensure appropriate mitigation for the biodiversity impact of the development in accordance with Wokingham Borough Core Strategy Policies CP1, CP3 and CP7.

Hedgerows

23. Prior to or concurrent with the submission of a Reserved Matters application for any sub phase of the development, a detailed hedgerow mitigation and compensation strategy shall be submitted to and approved in writing by the local planning authority for that sub phase of the development. Each detailed hedgerow mitigation and compensation strategy shall include the following:

- (a) No loss of native species-rich hedgerows or other ecologically important hedgerows, unless necessary to facilitate the development and a package of mitigation and/or compensation is provided.
- (b) Details of the buffer zones required to protect the retained important and/or species rich hedgerows, such buffer zones to be a minimum of 10m unless there are exceptional circumstances - The buffer zones required to protect the retained hedgerows should be free from any development including residential gardens.
- (c) Details of measures to ensure that removal of any hedgerow does not adversely effect the ecological permeability of the site.
- (d) A detailed method statement for the translocation of any important and/or species rich hedgerows to be removed as a result of the sub phase of the development, unless mitigation could be better achieved in ecological terms through new hedgerow creation.
- (e) A detailed hedgerow compensation strategy to address all other significant

negative impacts on the local hedgerow network as a result of the sub phase of the development.

- (f) Management arrangements for the receptor site that will secure the long term future of the translocated habitats and species.

The mitigation and compensation strategy shall be implemented in accordance with the approved plans unless otherwise agreed in writing by the local planning authority.

Reason: To ensure appropriate mitigation for the biodiversity impact of the development in accordance with Wokingham Borough Core Strategy Policy CP7.

Bats

24. Prior to or concurrent with the submission of a reserved matters application for any sub phase of the development a detailed bat mitigation strategy shall be submitted to and approved in writing by the local planning authority for that sub phase of the development. Each detailed bat mitigation strategy shall include an appropriate detailed lighting scheme that maintains the dark corridors as set out in Section 6 (Lighting) and Appendix C (Illustrative Lighting Parameters Plan) of the submitted Hogwood Farm, Finchampstead: Outline Site-wide Ecological Permeability Scheme - Rev B (HDA, 2018).

The mitigation, contingency and enhancement measures contained within each of the submitted detailed bat mitigation strategies shall be implemented in accordance with the approved plan unless otherwise approved in writing by the local planning authority.

Reason: To ensure appropriate mitigation for the biodiversity impact of the development in accordance with Wokingham Borough Core Strategy Policy CP7.

25. No development of a sub phase shall take place until a Natural England Development licence has been obtained by the applicant for that sub phase.

Reason: To ensure appropriate mitigation for the biodiversity impact of the development in accordance with Wokingham Borough Core Strategy Policy CP7.

Reptiles

26. Prior to submission of any Reserved Matters applications other than pertaining to the Nine Mile Ride Extension South an outline reptile mitigation strategy shall be submitted to and approved in writing by the local planning authority. All sub phases of the development shall thereafter be designed to incorporate the requirements identified in the approved outline reptile mitigation strategy. All Reserved Matters applications for any sub phase of the development shall include a detailed reptile mitigation strategy that demonstrates how the relevant sub phases have been designed to incorporate the provisions of the outline reptile mitigation strategy and the detailed mitigation strategies shall be implemented in accordance with the approved details unless otherwise approved in writing by the local planning authority.

Reason: To ensure appropriate mitigation for the biodiversity impact of the development in accordance with Wokingham Borough Core Strategy Policy CP7.

27. The Reserved Matters application pertaining to the Nine Mile Ride Extension South shall include a detailed reptile mitigation strategy.

Reason: To ensure appropriate mitigation for the biodiversity impact of the development in accordance with Wokingham Borough Core Strategy Policy CP7.

Ecological Permeability of the Site

28. Prior to submission of any Reserved Matters application other than pertaining to the Nine Mile Ride Extension South an outline scheme to maintain or enhance the ecological permeability of the site (especially with regard to reptiles, amphibians and hedgehogs) shall be submitted to and approved in writing by the local planning authority. The mitigation and contingency measures contained within the plan shall be implemented in accordance with the approved plan unless otherwise approved in writing by the local planning authority. All Reserved Matters applications for any sub phase of the development shall include a detailed ecological permeability scheme that demonstrates how the relevant sub phases have been designed to incorporate the provisions of the outline ecological permeability scheme and the detailed mitigation strategies shall be implemented in accordance with the approved details unless otherwise approved in writing by the local planning authority.

Reason: To ensure appropriate mitigation for the biodiversity impact of the development in accordance with Wokingham Borough Core Strategy Policy CP7.

Badgers

29. No works which include the creation of trenches or culverts or the presence of pipes shall commence until measures to protect badgers from being trapped in open excavations and / or pipe and culverts are submitted to and approved in writing by the local planning authority. The measures may include; a) creation of sloping escape ramps for badgers, which may be achieved by edge profiling of trenches / excavations or by using planks placed into them at the end of each working day and b) open pipework greater than 150mm outside diameter being blanked off at the end of each working day.

Reason: To ensure appropriate mitigation for the biodiversity impact of the development in accordance with Wokingham Borough Core Strategy Policy CP7.

Non-native invasive species

30. All Reserved Matters applications for any sub phase of the development shall include a detailed non-native invasive species management plan for that phase of the development. The detailed non-native invasive species management plans shall be implemented in accordance with the submitted plans unless otherwise approved in writing by the local planning authority.

Reason: To ensure appropriate mitigation for the biodiversity impact of the development in accordance with Wokingham Borough Core Strategy Policy CP7.

HIGHWAYS

School

31. If the primary school is to exceed two forms of entry, the Reserved Matters application for that sub-phase of the development shall include an assessment of the potential additional traffic effects.

Reason: In the interests of highway safety and convenience in accordance with Wokingham Borough Core Strategy Policies CP1 and CP6.

Detailed design of roads

32. No development within any sub-phase of the development hereby approved shall commence until the Local Planning Authority have approved in writing details pertaining to that sub phase of:

- i) The width, alignment, gradient and surface materials for any propose roads/ footways/ footpaths/ cycleways within and serving that development sub-phase including all relevant horizontal and longitudinal cross sections showing existing and proposed levels, designed to a standard capable of adoption under Section 278 or 38 of the Highways Act 1980;
- ii) bus access, egress and turning; and
- iii) bus stop civil works.

The development shall be carried out in accordance with these approved details.

Reason: To ensure that the road, footway, footpath, cycleway, bus stops, street lighting and surface water drainage are constructed to an appropriate standard to serve the development and provide access for public transport in accordance with Wokingham Borough Core Strategy Policies CP1, CP3 and CP6 and the Arborfield Strategic Development Location Supplementary Planning Document (2011).

Construction Accesses

33. Details of any construction access(es) to be provided for each sub-phase shall be submitted to, and approved by the Local Planning Authority, prior to commencement of development in that sub-phase and implemented in accordance with the approved details.

Reason: In the interests of highway safety and convenience in accordance with Wokingham Borough Core Strategy Policies CP1 and CP6.

Interim Access on Sheerlands Road

34. Details of any Interim Access on Sheerlands Road shall be submitted to, and approved by the Local Planning Authority, prior to commencement of development in development parcels making use of the access and implemented in accordance with the approved details.

Reason: In the interests of highway safety and convenience in accordance with Wokingham Borough Core Strategy Policies CP1 and CP6.

Car Parking

35. The reserved matters for any sub-phase of the development shall include details of car and motorcycle parking in accordance with the Council's policies at the time of the reserved matters application and the relevant approved Design Code and/or Development Brief for that sub-phase. No building shall be occupied and the use of public open space shall not commence until the vehicular accesses, driveways, parking and turning areas to serve it have been provided in accordance with the approved details.

Reason: In the interests of highway safety and convenience in accordance with NPPF Wokingham Borough Core Strategy Policies CP1 and CP6 and Managing Development Delivery Local Plan Policy CC07 and parking standards outlined in Appendix 2 of the Managing Development Delivery Local Plan and the Arborfield Strategic Development Location Supplementary Planning Document (2011).

Bicycle parking

36. The reserved matters for any sub-phase of the development shall include details of cycle parking in accordance with the Council's policies at the time of the reserved matters application and the relevant approved Design Code and/or Development Brief for that sub-phase. No building shall be occupied and the use of public open space shall not commence until the cycle parking to serve it has been provided in accordance with the approved details and the cycle parking shall be retained thereafter for its intended purpose.

Reason: In order to ensure the development contributes towards achieving a sustainable transport system and to provide parking for cycles in accordance with Wokingham Borough Core Strategy Policies CP1 and CP6 and the Managing Development Delivery Local Plan Policy CC07 and parking standards outlined in Appendix 2 of the Managing Development Delivery Local Plan.

Conversion of garages or car ports

37. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 or any Order revoking and re-enacting that Order within or without modification), any garage, carport, or area of undercroft parking accommodation on the site shall be kept available for the parking of vehicles ancillary to the residential use of the site at all times. Carports shall be erected in accordance with the approved reserved matters and shall not be enclosed beyond any enclosure shown on the approved drawings without the prior written approval of the Local Planning Authority. Garages and carports shall not be used for any business use nor as habitable space.

Reason: to ensure provision of adequate parking and reduce the likelihood of unplanned roadside parking in accordance with Wokingham Borough Core Strategy Policies CP1 and CP6 and Managing Development Delivery Local Plan Policy CC07 and parking standards outlined in Appendix 2 of the Managing Development Delivery Local Plan.

Parking Management and Servicing Strategy

38. The reserved matters for the sub-phases containing the Employment Area the Neighbourhood Centre and the Primary School shall include a servicing and parking management strategy including service yards and parking and turning for commercial vehicles as necessary. The servicing facilities shall be provided in accordance with the approved details before first use of each sub-phase it is intended to serve and retained thereafter.

Reason: In the interests of highway safety and convenience in accordance with Wokingham Borough Core Strategy Policies CP1 and CP6.

Walking, Cycling and Equine Strategy

39. The development permitted by this planning permission shall be carried out in accordance with the approved Walking, Cycling and Equine Strategy (JNP Group Reference: C85672-TR-004 revision C dated 21/09/2018). The development shall be implemented in accordance with the agreed strategy, the details of which shall be included in the detailed design of the relevant Reserved Matters Applications to be submitted pursuant to condition 2, unless otherwise agreed in writing with the Local Planning Authority.

Reason: To ensure satisfactory development in the interests of sustainable travel in accordance with NPPF, Wokingham Borough Core Strategy Policies CP1, CP6 and CP18.

Phased Bus Strategy

40. The first reserved matters application shall include a phased bus strategy identifying bus routes and the indicative location of bus stops within the entire application site in the context of the bus strategy for the entire Arborfield Strategic Development Location. The development shall be implemented in accordance with the strategy agreed pursuant to the approval of reserved matters thereafter, unless otherwise agreed in writing by the Local Planning Authority.

Reason: to ensure the provision of sustainable transport measures in accordance with NPPF, Wokingham Borough Core Strategy Policies CP1, CP6 and CP18.

Travel Plan (Commercial)

41. Prior to the occupation of each commercial use, a travel plan pertaining to that commercial use shall be submitted to and approved in writing by the Local Planning Authority. The travel plan shall include a programme of implementation and proposals to promote alternative forms of transport to and from the site, other than by private car and provide for periodic review. The travel plan shall be implemented as agreed, unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure the provision of sustainable transport measures in accordance with NPPF, Wokingham Borough Core Strategy Policies CP1, CP6 and CP18.

Travel Plan (Primary School)

42. Prior to the first occupation of the Primary School, a School Travel Plan shall be

submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the agreed Travel Plan thereafter.

Reason: To ensure the provision of sustainable transport measures in accordance with NPPF, Wokingham Borough Core Strategy Policies CP1, CP6 and CP18.

CONSTRUCTION MANAGEMENT

Construction Environmental Management Plan (CEMP)

43. Before each sub-phase of the development hereby permitted is commenced a Construction Environmental Management Plan (CEMP) in respect of that phase shall have been submitted to and approved in writing by the Local Planning Authority. Construction of each sub-phase of the development shall not be carried out otherwise than in accordance with each approved CEMP. Each sub-phase CEMP shall include the following matters:

- i) a construction travel protocol or Green Travel plan for the construction phase including details of parking and turning for vehicles of site personnel, operatives and visitors;
- ii) loading and unloading of plant and materials;
- iii) storage of plant and materials;
- iv) a construction traffic management plan including measures for traffic management and a programme of works / phasing / lorry routing including temporary signage and potential construction vehicle numbers;
- v) piling techniques including types of piling rig and earth moving machinery;
- vi) provision of boundary hoarding;
- vii) protection of the aquatic environment in terms of water quantity and quality;
- viii) details of proposed means of dust suppression, and mitigation measures for noise, vibration and odour;
- ix) details of measures to prevent mud from vehicles leaving the site during construction;
- x) details of any site construction office, compound and ancillary facility buildings. These facilities shall be sited away from woodland areas;
- xi) lighting on site during construction (including temporary);
- xii) measures to ensure no on site fires during construction;
- xiii) details of the haul routes to be used to access the development;
- xiv) demolition protocol including details of how to deal with asbestos. This shall include an Asbestos Management Report providing details of surveys, mitigation, and verification of asbestos management, and as appropriate, provision of contingency surveys, mitigation and verification to be adopted during the construction phase;
- xv) details of the temporary surface water management measures to be provided during the construction phase;
- xvi) details of the excavation of materials and the subsurface construction methodology and
- xvii) implementation of the CEMP through an environmental management system;
- xviii) appointment of a Construction Liaison Officer.
- xix) monitoring and review mechanisms;

Any deviation from this Statement shall be first agreed in writing with the Local Planning Authority.

Reason: To protect occupants of nearby dwellings from noise and disturbance during the construction period, in the interest of highway safety and convenience and to minimise the environmental impact of the construction phase in accordance with Wokingham Borough Core Strategy Policies CP1, CP3 and CP6.

Hours of Construction

44. No development work relating to the development hereby approved, including preparation prior to building operations, shall take place other than between the hours of 08:00 am and 06:00 pm Monday to Friday and 08:00 am to 01:00 pm Saturdays and at no time on Sundays or Bank or National Holidays.

Reason: To protect the occupiers of neighbouring properties from noise and disturbance outside the permitted hours during the construction period. Relevant Policies: Core Strategy policies CP1 and CP3.

FLOODING AND DRAINAGE

45. The development permitted by this planning permission shall be carried out in accordance with the approved Flood Risk Assessment (FRA) (JNP Group Reference: C85672-R001A) and Drainage Assessment (JNP Group Reference: R003A dated October 2018). In particular the following mitigation measures detailed within the FRA shall be implemented:

1. Limiting the surface water run-off rates to match the QBar greenfield run off rate for all post development storm events up to and including the 1in100 year + 40% climate change event;
2. Providing the required surface water storage up to the 1 in 100 year rainfall event with an allowance for climate change; and
3. Incorporating sustainable drainage techniques where site specific tests allow. The mitigation measures shall be fully implemented prior to occupation and subsequently in accordance with the timing / phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed, in writing, by the Local Planning Authority.

Reason: To prevent flooding by ensuring the satisfactory disposal of surface water from the site and providing an overall benefit to the site and the surrounding area; to prevent flooding by ensuring the satisfactory storage of surface water from the site; and to prevent flooding by ensuring the satisfactory storage of surface water from the site and in addition to improve water quality.

46. The development permitted by this planning permission shall be carried out in accordance with the approved surface water drainage scheme (JNP Group Reference: C85672-R003A dated October 2018). The scheme shall be implemented in accordance with the approved details before the development is completed, unless otherwise agreed in writing with the Local Planning Authority.

Reason: To prevent the increased risk of flooding, to improve and protect water quality, improve habitat and amenity, and ensure future maintenance of the surface

water drainage system.

Wetland features

47. Where the approved Phasing Strategy identifies a phase as containing wetland features (e.g. ponds, swales and balancing features) no development within that phase shall be commenced until detailed designs for the wetland features have been approved in writing by the Local Planning Authority. Implementation shall be as approved and the wetland features shall be maintained and retained thereafter in accordance the approved details.

Reason: To ensure that any wetland features are designed to maximise their nature conservation benefits and to ensure they provide appropriate flood mitigation in accordance with NPPF, Wokingham Borough Core Strategy Policies CP1, CP3 and CP7 and the Managing Development Delivery Local Plan Policy TB23 and the Arborfield Strategic Development Location Supplementary 28 Planning Document (2011).

SUSTAINABLE DESIGN AND CONSTRUCTION

Code for Sustainable Homes

48. The reserved matters for each phase shall demonstrate how: Non-residential buildings will be designed to achieve at least BREEAM 'very good' certification; or such equivalent scheme or standard that is in operation at the time that reserved matters are submitted for that phase. Development shall be carried out in accordance with the approved details and so retained thereafter unless otherwise agreed in writing by the Local Planning Authority. No buildings shall be occupied until a Final Certificate has been issued for it by an accredited assessor certifying that the level of certification stated above has been achieved.

Reason: To ensure developments contribute to sustainable development in accordance with the NPPF, Wokingham Borough Core Strategy Policy CP1 and CP3, and the Managing Development Delivery Local Plan Policy CC04 and CC05, the Sustainable Design and Construction Supplementary Planning Document (2010) and the Arborfield Strategic Development Location Supplementary Planning Document (2011).

Low and Zero Carbon Technologies

49. The reserved matters for each phase of the development shall include either:

- a. Details to demonstrate how the development will achieve a 10% reduction in carbon emissions beyond the minimum requirements of Part L: Building Regulations; or
- b. An alternative strategy which can demonstrate a greater carbon saving than would be achieved by a. (above).

The approved measures shall be installed and functional before first occupation of the buildings they are intended to serve.

Reason: In the interests of promoting sustainable forms of development in accordance with NPPF, Wokingham Borough Core Strategy Policy CP1 and the Managing Development Delivery Local Plan Policy CC04 and CC05, the Sustainable Design and Construction Supplementary Planning Document (2010) and the Arborfield Strategic Development Location Supplementary Planning Document (2011).

Lifetime Homes

50. The reserved matters for each phase of the development shall provide details to demonstrate that at least 10% of the affordable dwellings and at least 10% of the market dwellings in that phase will be designed and constructed to Lifetime Homes standards (or such equivalent scheme or standard that is in operation at the time that reserved matters are submitted for that phase). Development shall be carried out in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority.

Reason: To meet the changing needs of future occupiers in accordance with Policy TB05 of the Managing Development Delivery Local Plan.

Other sustainability Matters

51. The reserved matters for each phase of the development shall include provision for all dwellings within the phase with a garden with:

- a. A water butt of an appropriate size installed to maximise rainwater collection; and
- b. Space for composting

unless it can be demonstrated to the satisfaction of the Local Planning Authority that it is not practicable to accommodate it within the curtilage of the building.

Reason: To reduce, reuse, and enable the efficient use of water and organic household waste in accordance with NPPF, Wokingham Borough Core Strategy Policy CP1, the Managing Development Delivery Local Plan Policy CC04, the Sustainable Design and Construction Supplementary Planning Document (2010) and the Arborfield Strategic Development Location Supplementary Planning Document (2011).

52. The reserved matters for each phase of the development shall include details of measures to reduce water consumption as far as possible. The measures shall be implemented in accordance with the approved details before first occupation of any building within the phase and shall be retained thereafter unless their replacement would result in improved water consumption.

Reason: To reduce water consumption in accordance with Wokingham Borough Core Strategy Policy CP1, the Managing Development Delivery Local Plan Policy CC04, the Sustainable Design and Construction Supplementary Planning Document (2010) and the Arborfield Strategic Development Location Supplementary Planning Document (2011).

53. The reserved matters for each phase of the development shall incorporate

internal and external spaces for the storage of refuse and recyclable materials for all dwellings within the phase, the school and the commercial units, and provision in accordance with the approved details shall be made prior to occupation of any building and retained thereafter.

Reason: To ensure that adequate provision is made for the storage of recyclables in accordance with Wokingham Borough Core Strategy Policy CP1 the Managing Development Delivery Local Plan Policy CC04, the Sustainable Design and Construction Supplementary Planning Document and the Arborfield Strategic Development Location Supplementary Planning Document (2011).

Broadband

54. All new dwellings, schools, commercial and non-commercial buildings shall be provided with ducting that shall enable the connection of broadband or similar technologies.

Reason: To ensure that an adequate level of infrastructure is provided in accordance with Wokingham Core Strategy Policy CP1 and CC04 of the Managing Development Delivery Local Plan (Feb 2014).

ENVIRONMENTAL HEALTH

Lighting

55. No floodlighting or other form of external lighting scheme shall be installed at the site unless it is in accordance with details which have first been submitted to and approved in writing by the Local Planning Authority. Such details shall include location, height, type and direction of light sources and intensity of illumination for all external lighting including details of lighting for all principle highways, cycleways, footpaths, public areas and any non-residential buildings. Any lighting, which is so installed, shall not thereafter be altered without the prior consent in writing of the Local Planning Authority other than for routine maintenance that does not change its details.

Reason: To prevent an adverse impact upon wildlife and safeguard amenity and highway safety in accordance with NPPF and Wokingham Borough Core Strategy Policy CP1, CP3, CP6 and CP7.

Asbestos Management

56. Prior to the demolition of any buildings, an Asbestos Management Report for the relevant building shall be submitted to and approved in writing by the Local Planning Authority. The report shall provide details of surveys, mitigation and verification of asbestos management, and as appropriate, provision of contingency surveys, mitigation and verification to be adopted during the construction phase. The details shall be implemented in accordance with the approved plan unless otherwise approved in writing by the Local Planning Authority.

Reason: To ensure any contamination on the site is remediated to protect the existing/proposed occupants of the application site and adjacent land. Relevant policies – Core Strategy Policies CP1 and CP3.

Land Contamination

57. Unless otherwise agreed by the Local Planning Authority, development on any relevant sub phase other than that required to be carried out as part of an approved scheme of remediation must not commence until conditions 1 to 4 (below) have been complied with. If unexpected contamination is found after development has begun, development must be halted on that part of the site affected by the unexpected contamination to the extent specified by the Local Planning Authority in writing until condition 4 has been complied with in relation to that contamination.

1. Site Characterisation

An investigation and risk assessment, in addition to any assessment provided with the planning application, must be completed in accordance with a scheme to assess the nature and extent of any contamination on the site, whether or not it originates on the site. The scope of the assessment must be submitted to an approved in writing by the Local Planning Authority. The investigation and risk assessment must be undertaken by competent persons and a written report of the findings must be produced. The written report is subject to the approval in writing of the Local Planning Authority. The report of the findings must include:

- (i) a survey of the extent, scale and nature of contamination;
- (ii) an assessment of the potential risks to:
 - human health,
 - property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes,
 - adjoining land,
 - groundwaters and surface waters,
 - ecological systems,
 - archeological sites and ancient monuments;
- (iii) an appraisal of remedial options, and proposal of the preferred option(s).

This must be conducted in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11'.

2. Submission of Remediation Scheme

A detailed remediation scheme to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment must be prepared, and is subject to the approval in writing of the Local Planning Authority. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works and site management procedures. The scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.

3. Implementation of Approved Remediation Scheme

The approved remediation scheme must be carried out in accordance with its terms prior to the commencement of development other than that required to carry out remediation, unless otherwise agreed in writing by the Local Planning

Authority. The Local Planning Authority must be given two weeks written notification of commencement of the remediation scheme works. Following completion of measures identified in the approved remediation scheme, a verification report that demonstrates the effectiveness of the remediation carried out must be produced, and is subject to the approval in writing of the Local Planning Authority.

4. Reporting of Unexpected Contamination

In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment must be undertaken in accordance with the requirements of condition 1, and where remediation is necessary a remediation scheme must be prepared in accordance with the requirements of condition 2, which is subject to the approval in writing of the Local Planning Authority. Following completion of measures identified in the approved remediation scheme a verification report must be prepared, which is subject to the approval in writing of the Local Planning Authority in accordance with 3.

5. Long Term Monitoring and Maintenance.

A monitoring and maintenance scheme to include monitoring the long-term effectiveness of the proposed remediation over a period to be agreed with LPA, and the provision of reports on the same must be prepared, both of which are subject to the approval in writing of the Local Planning Authority. Following completion of the measures identified in that scheme and when the remediation objectives have been achieved, reports that demonstrate the effectiveness of the monitoring and maintenance carried out must be produced, and submitted to the Local Planning Authority. This must be conducted in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11'.

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.

Noise from Externally Mounted Plant (Operational)

58. All plant machinery and equipment installed or operated in connection with this permission (including fans, ductings and external openings) shall be so enclosed and/or attenuated so that noise emitted does not exceed at any time a level of 5dB(A) below the existing background level (LA90)(or 10dB(A) if there is a particular tonal quality) when measured according to BS4142-2014, at a point one metre external to the nearest residential or noise sensitive property.

Reason: In the interests of the amenities of neighbouring occupiers in accordance with Wokingham Borough Core Strategy Policies CP1, CP3 and CC06 of the Managing Development Delivery Local Plan (Feb 2014) and External Noise - WHO Guidelines for Community Noise.

Ventilation and Odour

59. Before development commences for uses within Class A (shops, financial and professional services, restaurants and cafes, drinking establishments and hot food takeaways) or Class D1 (non-residential institutions) (of the Town and Country Planning (Use Classes) Order 1987 (as amended)), details of the kitchen extract ventilation systems or such other steps as may be necessary to minimise the effects of odour from the preparation of food associated with that development, including measures to control the discharge of smell and fumes shall be submitted to, and approved in writing by the Local Planning Authority. The scheme shall be implemented in accordance with the approved details prior to first use of the premises and retained thereafter.

Reason: In the interests of the amenities of neighbouring occupiers, in accordance with Wokingham Borough Core Strategy Policies CP1, CP3 and CC06 of the Managing Development Delivery Local Plan (Feb 2014).

Hours of operation of non-residential development

60. Before occupation of each unit of non-residential development, details of the hours of operation of those premises, hours of outside use of the premises, and hours of deliveries, shall be submitted to and be approved in writing by the Local Planning Authority. The unit(s) shall thereafter only be occupied in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority.

Reason: To safeguard residential amenities and to ensure that the development is not unneighbourly in accordance with Wokingham Borough Core Strategy Policies CP1 and CP3.

ARCHAEOLOGY

61. No Reserved Matters applications for any sub phases of development shall be submitted until a programme of archaeological investigation for that sub phase has been implemented in accordance with a scheme that has first been submitted to and approved in writing by the Local Planning Authority. The results of that archaeological work shall be submitted with and used to inform the reserved matters application for that phase, and shall provide for the in-situ preservation of any archaeological remains of national or regional importance should they occur on the site, and the archaeological investigation, recording and analysis of remains of lesser importance. Development shall be carried out in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure that any archaeological remains within the site are adequately investigated and recorded or preserved in situ in the interest of protecting the archaeological heritage of the borough in accordance with the NPPF, Core Strategy Policy CP3, and Policy TB25 of the Managing Development Delivery Document.

PART 2 OF THE DEVELOPMENT - DETAILED SANG

Car Parking

62. Prior to the submission of a Reserved Matters application for P15, a scheme

providing for parking associated with the SANG use shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include:

- a. Details of the location/size/construction/layout of a car park including cycle parking spaces;
- b. Existing and proposed levels in/around the area proposed for the car park;
- c. A proposed surface water drainage scheme for car park; and
- d. Access arrangements from the car park to the SANG.

The approved details shall be implemented prior to the occupation of any dwellings in sub-phase P15, and thereafter retained and maintained as such, unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure suitable provision in connection with the SANG use and in the interest of highway safety and convenience in accordance with Policies CP1, CP6, CP7 and CP8 of the Core Strategy and Policies TB21, TB23, TB24, TB25 of the Managing Development Delivery Document (Local Plan).

Archaeology in the SANG

63. Prior to the commencement of development in the SANG, or any works of laying out or planting in the SANG, a programme of archaeological work (which may comprise more than one phase) shall be carried out in accordance with a Written Scheme of Investigation which has first been submitted to and approved by the Local Planning Authority. Prior to the commencement of development in the SANG, or any works of laying out or planting in the SANG, the results of the archaeological evaluation and an impact assessment document to explore the anticipated impact of the detailed SANG works on any archaeological features or deposits identified, and mitigation measures proposed, shall be submitted to, and approved in writing by the Local Planning Authority. The results should provide for the in-situ preservation of any archaeological remains of national or regional importance should they occur on the site and the archaeological investigation, recording and analysis of remains of lesser importance. Development shall be carried out in accordance with the approved details.

Reason: To ensure that any archaeological remains within the site are adequately investigated and recorded or preserved in situ in the interest of protecting the archaeological heritage of the borough in accordance with the NPPF, Core Strategy Policy CP3, and Policy TB25 of the Managing Development Delivery Document.

SANG Landscape Scheme

64. Notwithstanding the details shown on the SANG Layout Plans (JSL2891_101 Revision 1), prior to the commencement of development in the SANG, or any works of laying out or planting in that SANG, a detailed landscape scheme shall be submitted for the SANG with a SANG Management Plan, and information to demonstrate how the proposals respond to the ecology, archaeology and heritage of the site. Development shall be implemented in accordance with the approved details and thereafter be retained.

Reason: To ensure that the development would maximise opportunities for ecology, archaeology and heritage, in accordance with Policies CP7 and CP8 of the Core

Strategy and Policies TB21, TB23, TB24, TB25 of the Managing Development Delivery Document (Local Plan).

Access to the SANG

65. Each Reserved Matters Application submitted pursuant to condition 2 shall be inclusive of a SANG Access Strategy that will detail how the residents of the relevant sub phases will be afforded access to the SANG during the phased construction of the development.

Reason: To ensure that residents are afforded access from first occupation and throughout the construction phases of the development in accordance with Policies CP7 and CP8 of the Core Strategy and Policies TB21, TB23, TB24, TB25 of the Managing Development Delivery Document (Local Plan).

SECTION 73 ADDITIONAL CONDITIONS (SITE-WIDE)

Foul Drainage

66. Prior to occupation of the 200th dwelling, details of the following shall be submitted to and approved in writing by the Local Planning Authority:

a) Details of completion of all foul water network upgrades required by Thames Water to accommodate additional flows from the development

OR

b) A Development and Infrastructure Phasing Plan outlining how additional development will be occupied in conjunction with the timely delivery of necessary existing public foul water sewer network upgrades by Thames Water. Once agreed, occupations beyond the 200th dwelling shall be phased in accordance with the Plan, unless agreed in writing by the Local Planning Authority.

Reason: The development may lead to sewage flooding and network reinforcement works are anticipated to be necessary to ensure that sufficient capacity is made available to accommodate additional flows anticipated from the new development. Any necessary reinforcement works will be necessary in order to avoid sewer flooding and/or potential pollution incidents.

INFORMATIVES

1. The development accords with the policies contained in the adopted / development plan and there are no material considerations which warrant a different decision being taken.

2. You are advised that the following policies and/or proposals in the development plan are relevant to this decision:

South East Plan 2009:

Saved policy NRM6 - Thames Basin Heaths Special Protection Area

National Planning Policy Framework (2018)

Wokingham Borough Core Strategy policies:

- CP1 - Sustainable Development**
- CP2 - Inclusive Communities**
- CP3 - General Development Principles**
- CP4 - Infrastructure Requirements**
- CP5 - Housing Mix, Density and Affordability**
- CP6 - Managing Travel Demand**
- CP7 – Biodiversity**
- CP8 - Thames Basin Heaths Special Protection Area**
- CP9 - Scale and Location of Development Proposals**
- CP10 - Improvements to the Strategic Transport Network**
- CP11 - Proposals outside Development Limits (including countryside)**
- CP13 – Town Centres and Shopping**
- CP17 - Housing delivery**
- CP18 – Arborfield Garrison Strategic Development Location**
- Appendix 7 – Additional Guidance for the Development of Strategic Development Locations**

Managing Development Delivery Document (Local Plan) (adopted February 2014):

- CC01 – Presumption in Favour of Sustainable Development**
- CC02 – Development Limits**
- CC03 - Green Infrastructure, Trees and Landscaping**
- CC04 - Sustainable Design and Construction**
- CC05 - Renewable energy and decentralised energy networks**
- CC06 – Noise**
- CC07 – Parking**
- CC08 - Safeguarding alignments of the Strategic Transport Network & Road Infrastructure**
- CC09 - Development and Flood Risk (from all sources)**
- CC10 - Sustainable Drainage**
- TB05 - Housing Mix**
- TB07 – Internal Space Standards**
- TB08 - Open Space, sport and recreational facilities standards for residential development**
- TB09 – Residential accommodation for vulnerable groups**
- TB12 – Employment Skills Plan**
- TB15 – Major Town, and Small Town/District Centre development**
- TB16 – Development for Town Centre Uses**
- TB20 – Service Arrangements and Deliveries for Employment and Retail Use**
- TB21 - Landscape Character**
- TB23 - Biodiversity and Development**
- TB24 – Designated Heritage Assets (Listed Buildings, Historic Parks and Gardens, Scheduled Ancient Monuments and Conservation Areas)**
- TB25 – Archaeology**
- TB26 – Buildings of Traditional Local Character and Areas of Special Character**
- SAL05 - Delivery of Avoidance Measures for the Thames Basin Heath Special Protection Areas**

Supplementary Planning Documents:

Arborfield Garrison Strategic Development Location Supplementary Planning Document (October 2011)
Infrastructure Delivery and Contributions Supplementary Planning Document (October 2011)
Wokingham Borough Design Supplementary Planning Document (2012)
Wokingham Borough Affordable Housing Supplementary Planning Document (July 2013)
Sustainable Design and Construction Supplementary Planning Document (28 May 2010)
Planning Advice Note, Infrastructure Impact Mitigation, Contributions for New Development (Revised 2014)

3. 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.
4. The Head of Technical Services at the Council Offices, Shute End, Wokingham [0118 9746000] should be contacted for the approval of the access construction details before any work is carried out within the highway (including verges and footways). This planning permission does NOT authorise the construction of such an access or works.
5. If it is the developer's intention to request the Council, as local highway authority, to adopt the proposed access roads etc. as highway maintainable at public expense, then full engineering details must be agreed with the Corporate Head of Environment at the Council Offices, Shute End, Wokingham. The developer is strongly advised not to commence development until such details have been approved in writing and a legal agreement is made with the Council under S38 of the Highways Act 1980.
6. Any works/events carried out either by, or at the behest of, the developer, whether they are located on, or affecting a prospectively maintainable highway, as defined under Section 87 of the New Roads and Street Works Act 1991, or on or affecting the public highway, shall be coordinated under the requirements of the New Roads and Street Works Act 1991 and the Traffic management Act 2004 and licensed accordingly in order to secure the expeditious movement of traffic by minimising disruption to users of the highway network in Wokingham.
7. Any such works or events commissioned by the developer and particularly those involving the connection of any utility to the site, shall be co-ordinated by them in liaison with Wokingham Borough Council's Street Works Team, (telephone 01189 746302). This must take place at least three month in advance of the works and particularly to ensure that statutory undertaker connections/supplies to the site are coordinated to take place wherever possible at the same time.
8. Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development.
9. The attention of the applicant is drawn to the requirements of Section 60 of the Control of Pollution Act 1974 in respect of the minimisation of noise on construction and demolition sites. It is recommended that the contractor should apply to the

Environmental Health and Licensing Manager for prior consent under s.61 of the Control of Pollution Act 1974 to ensure that Best Practicable means 43 (BPM) are used to minimise construction site noise.

10. Licences, consents or permits may be required for work on this site. For further information on environmental permits and other licences please visit

<http://www.businesslink.gov.uk/bdotg/action/layer?r.s=tl&r.lc=en&topicId=1079068363>

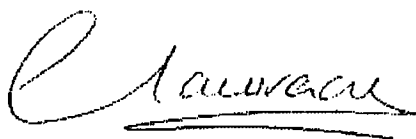
11. The applicant is advised that the Council seeks that employers or developers within the borough commit to using local labour / contractors where possible. This should include: • Advertisement of jobs within local recruitment agencies / job centres; • Recruitment and training of residents from the local area; • Seek tender of local suppliers or contractors for work.

12. The applicant is advised that the Council will expect the reserved matters to adhere to the Council's adopted Design Standards (e.g. Internal Floor-Space, Garden Sizes and Parking Provision etc).

13. For the purposes of the planning permission Nine Mile Ride Extension South means works for the southern section of the Nine Mile Ride Extension between the existing Nine Mile Ride at Park Lane and Byway 18 where it will connect with NMRE northwards that links to the A327 the indicative alignment of which is shown on the Access and Movement Parameter Plan for indicative purposes only

14. The applicant is advised that condition 25 applies only to development sub-phases for which a Natural England license is required.

DRAFT NOT SIGNED Signed



Clare Lawrence
Head of Development Management & Regulatory Services
Date: xx November 2018

Further Information

Should you require further guidance or information on the conditions and/or reasons set out in this decision notice please contact the Planning Case Officer, Nick Chancellor on telephone number: 0118 9088104 or by email at: nick.chancellor@wokingham.gov.uk

An officer report on the application and the decision will be available to view online at

www.wokingham.gov.uk within a few days of the date of the decision, or otherwise can be viewed in the council offices at Shute End, Wokingham.

The Town & Country Planning (Development Management Procedure) 2015 Article 35 – This decision has been made in accordance with the requirement to work with the applicant in a positive and proactive manner.

DISCHARGE OF CONDITIONS – This consent may contain conditions that require further approval by submission of an application for approval of details reserved by condition and the appropriate fee. Application forms can be obtained for this purpose by visiting the Planning Portal web-site at:

http://www.planningportal.gov.uk/uploads/appPDF/X0360Form027_england_en.pdf

Alternatively a paper version of the form can be requested by phoning Wokingham Borough Council on 0118 974 6000.

APPEALS – If your application has been **refused** by the Borough Council or **granted subject to conditions** that you are not happy with, you have the right to appeal to the Planning Inspectorate (under Section 78 of the Town and Country Planning Act 1990 or Section 20 of the Planning (Listed Buildings and Conservation Areas) Act 1990). The Planning Inspectorate is an Executive Agency reporting to the Secretary of State for Communities and Local Government.

The Planning Inspectorate has an online appeals service:

www.planningportal.gov.uk/pes which contains information and guides on the appeal process. The Inspectorate will publish details of your appeal on the internet which may include a copy of the application form and associated documents and the completed appeal documents. Please ensure that you only provide information, including personal details, that you are happy will be made available to others in this way. If you supply personal information belonging to a third party please ensure that you have their permission to do so. More detailed information about data protection and privacy matters is available on the Planning Portal through the above address. Alternatively, you can obtain a form from the **Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN Tel: 0303 444 5000**

If you want to appeal, you must use the correct appeal form from the following list: Planning, Householder, Minor Commercial, Listed Building Consent or Certificate of Lawful Use or Development. The time limits for appeals vary according to the type of application submitted. The period after the date of the Borough Council's decision in which an appeal must be received by the Planning Inspectorate is as follows:

- **8 weeks** in the case of a refusal of 'advertisement consent'
- **12 weeks** in the case of a refusal of a 'householder' application:
 - Being the refusal of an application for planning permission to alter or extend a house, or for works within the curtilage of a house; or,
 - Being the refusal to approve details submitted as required by a condition imposed on a permission granted for a householder application
- **12 weeks** in the case of a refusal of a 'minor commercial' application:
 - Being the refusal of an application for development of an existing building or part of a building currently in use for purposes in Use Classes A1, A2, A3, A4 and A5 where the proposal does not include a

change of use, a change to the number of units, development that is not wholly at ground floor level and/or does not increase the gross internal area of the building.

- **6 months** in the case of all other appeals made under s78(1) or s20 of the above Acts relating to a decision on a planning application or listed building/conservation area consent application.
- **6 months** in the case of any appeal made under s78 (2) of the Act in respect of a failure to give a decision within the statutory period.
- Please note an extension of time for lodging an appeal is unlikely to be granted except in special circumstances.

NEW DWELLINGS – If this notice relates to approval of new dwellings please ensure that you contact the Council to arrange for an address and post code to be allocated. Details can be obtained from Viv Conlon on 0118 974 6321.

ACCESS TO PRIVATELY OWNED LAND - The applicant is reminded that this permission does not give right of entry to land not in the ownership of the applicant. Permission must be sought from any other landowner(s) if access is required.

BUILDING REGULATIONS - 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.

FIRE REGULATIONS - In accordance with the Berkshire Act 1986, when Building Regulation applications are submitted for building(s) or extensions, the Local Authority will reject the plans unless, after consultation with the fire authority, they are satisfied that the plans show the following: -

- i) That there will be adequate means of access for the fire brigade to the building(s) or the extended building(s); and,
- ii) That the building(s) or extension(s) will not render inadequate any existing means of access for the fire brigade to a neighbouring building.

WASTE MANAGEMENT REGULATIONS - In accordance with the Site Waste Management Plans Regulations 2008, where the estimated cost of construction exceeds £300,000, the main contractor or their agent must prepare and maintain a site waste management plan. Further information can be found in the document entitled

'Non – statutory guidance for site waste management plans'

(Defra - April 2008) which can be downloaded from the Defra web site at:
<http://www.defra.gov.uk/environment/waste/topics/construction/pdf/swmp-guidance.pdf>

PURCHASE NOTICES - If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that the owner can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the Council (that

is, where the land is situated in a National Park, the National Park authority for that Park, or in any other case the district council (or county council which is exercising the functions of a district council in relation to an area for which there is no district council), London borough council or Common Council of the City of London in whose area the land is situated). This notice will require the Council to purchase the owner's interest in the land in accordance with the provisions of Chapter I of Part VI of the Town and Country Planning Act 1990.

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Annex 3

Access and Movement Parameter Plan



- Site Boundary
- New Mile Ride Extension
- South (Vehicular)
- Proposed Bus Loop
- Proposed Bridleway
- Principal Vehicular Access
- Secondary Access
- Emergency Access
- Highway Spur Road
- Temporary Emergency Access
- Pedestrian only Access
- Indicated Bus Stop Location
- Sports Pitch Parking
- Bus Link and Emergency Access Only
- Built Development
- SANG
- Regeneration

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Annex 4

Landscape and Open Spaces Parameter Plan

Annex 5

Highways Improvements Corridor Land Plan

Annex 6

Draft Bridleway Creation Agreement

PUBLIC PATH CREATION AGREEMENT SECTION 25
HIGHWAYS ACT 1980

THIS PUBLIC PATH CREATION AGREEMENT is made on this day of XXXXXX 20XX BETWEEN WOKINGHAM BOROUGH COUNCIL (hereinafter referred to as 'the Council') of the first part, and LEGAL & GENERAL HOMES COMMUNITIES (ARBORFIELD) LIMITED of the second part (hereinafter referred to as 'the Owner')

WHEREAS

- (a) The Owner is seised in fee simple in possession free from encumbrances of all that piece or parcel of land situated in Wokingham Borough Council between Park Lane, Wokingham and Hogwood Lane, Wokingham (within titles XXXXXXXX registered at HM Land Registry).
- (b) The Owner is seised in fee simple in possession free from encumbrances a strip of land which is shown by a bold dashed line between points A and R on the annexed plan having a width of four (4) metres (including the Bridleway surface and verge if any) and a total distance of XXXXX metres (hereinafter called 'the land').
- (c) It is intended to dedicate a bridleway across the land and such right of way proposed is shown on the annexed plan by a bold pink dashed line between points A and R.
- (d) Pursuant to the Highways Act 1980 the Council is the highway authority for the area in which the bridleway is situated and upon this Deed coming into effect the bridleway shall be maintainable at the public expense as specified in clauses 1 and 5 below.
- (e) The Council has consulted XXXXX Parish Council in whose area the land is situated in accordance with s25 (3) Highways Act 1980.
- (f) In the making of this Agreement, the Council has had due regard for:
 - the needs of agriculture and forestry, and
 - the desirability of conserving flora, fauna and geological and physiographical features in accordance with section 29(1) of the Highways Act 1980.
- (g) This Agreement is made in pursuance of the Highways Act 1980 Section 25 and all other enabling powers.

NOW IT IS HEREBY AGREED as follows:

- 1 In consideration of the agreements and conditions hereinafter contained and in the Schedule of this Agreement, under the provisions of section 25 of the Highways Act 1980 the Owner hereby dedicates for immediate use by the public for the purpose of a bridleway ALL THAT land in the parish of XXXXXXXX shown by a bold pink dashed line on the annexed plan from Point A Ordnance Survey Grid Reference (OSGR) SU778642 to Point R (OSGR) SU768648.
2. The Owner shall if called upon by the Council prove its Title to the land as beneficial owner in fee simple at the expense of the Owner.
3. It is hereby agreed that no compensation of whatever nature shall be payable by the Owner or Council as a result of this Agreement.

4. For the avoidance of all doubt the surface of the bridleway shall be maintainable at public expense; any boundary fence (or any form of delineation) and all structures shall be maintainable by the landowner and their successors in title.
5. This bridleway A — B — C — D — E — F — G — H — I — J — K — L — M — N — O — P — Q — R shall be known as Bridleway No.X Wokingham.

DETAILED DESCRIPTION OF NEW PATH

Position of path as shown on Agreement map	Description of path	Width
A-B-C-D-E-F-G-H-I-J-K-L-M-N-O-P-Q-R	Starts at Park Lane Wokingham at OSGR SU778642 (Point A) and proceeds in an approximately south-south-westerly direction for XX metres to OSGR XXXX (Point B) then proceeds in an approximately north-easterly direction for XX metres to OSGR TL XXXXXX (Point C). The path then continues in an approximately south-westerly direction for XX metres to OSGR TL XXXXXX (Point D) then proceeds in an approximately north-easterly direction for XX metres to OSGR XXXXXXXX (Point E), then proceeds in an approximately south-westerly direction for XX metres to OSGR XXXXXXXX (Point F), then proceeds in an approximately north-westerly direction for XX metres to OSGR XXXXXXXX (Point G), then proceeds in an approximately northerly direction for XX metres to OSGR XXXXXXXX (Point H), then proceeds in an approximately westerly direction for XX metres to OSGR XXXXXXXX (Point I), then proceeds in an approximately northerly direction for XX metres to OSGR XXXXXXXX (Point J), then proceeds in an approximately north north-easterly direction for XX metres to OSGR XXXXXXXX (Point K), then proceeds in an approximately north north-westerly direction for XX metres to OSGR XXXXXXXX (Point L), then proceeds in an approximately westerly direction for XX metres to OSGR XXXXXXXX (Point M), then proceeds in an approximately north north-westerly direction for XX metres to OSGR XXXXXXXX (Point N), then proceeds in an approximately north north-easterly direction for XX metres to OSGR XXXXXXXX (Point O), then proceeds in an approximately north north-westerly direction for XX metres to OSGR XXXXXXXX (Point P), then proceeds in an approximately north north-westerly direction for XX metres to OSGR XXXXXXXX (Point Q), then proceeds in an approximately northerly direction for XX metres to OSGR SU768648 (Point R) ending at Hogwood Lane, Wokingham.	4 metres ¹
	Total length XXXXX metres.	

¹ A width of four (4) metres (including the Bridleway surface and verge if any)

SCHEDULE

Prior to the date of this Agreement the Owner shall at its own cost:

- a. Construct the bridleway of four (4) metres (including the Bridleway surface and verge if any) in width between points A and R as shown on the Agreement map with flexible permeable materials approved by the Council suitable for use by pedestrians, horse riders and cyclists;
- b. Erect suitable signage; and
- c. Erect gates or bollards suitable for use by pedestrians, horse riders and cyclists at points A and R as shown on the Agreement map and at the intersections of the bridleway with highway.

DRAFT

IN WITNESS thereof Wokingham Borough Council has caused its common seal to be hereunto affixed and the Owner has set their hand on the day and year first before written.

The **COMMON SEAL** of)
WOKINGHAM BOROUGH COUNCIL)
Was hereunto affixed in the presence of:)

Authorised signatory

EXECUTED AS A DEED BY)

by affixing the common seal of)

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(ARBORFIELD) LIMITED)

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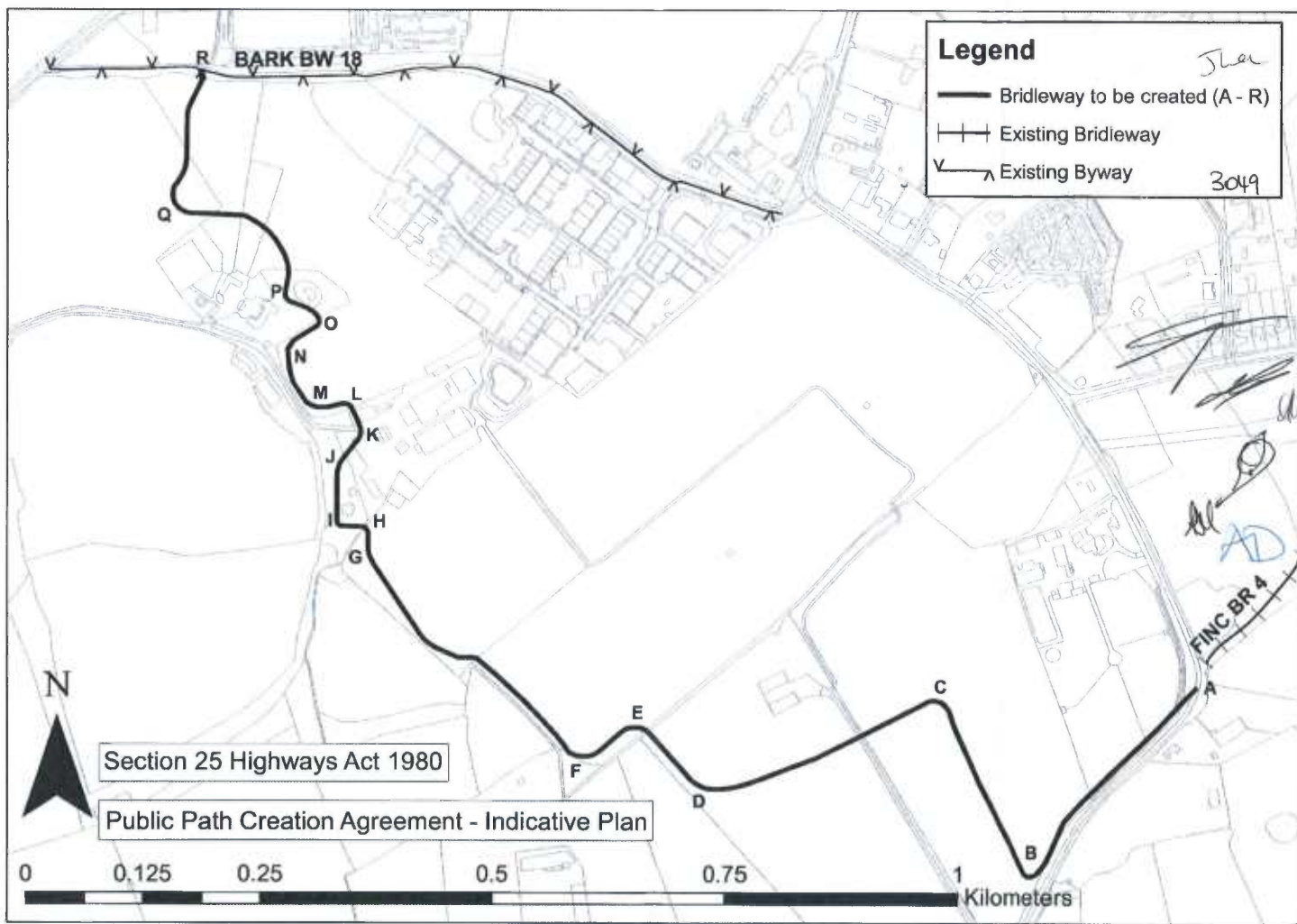
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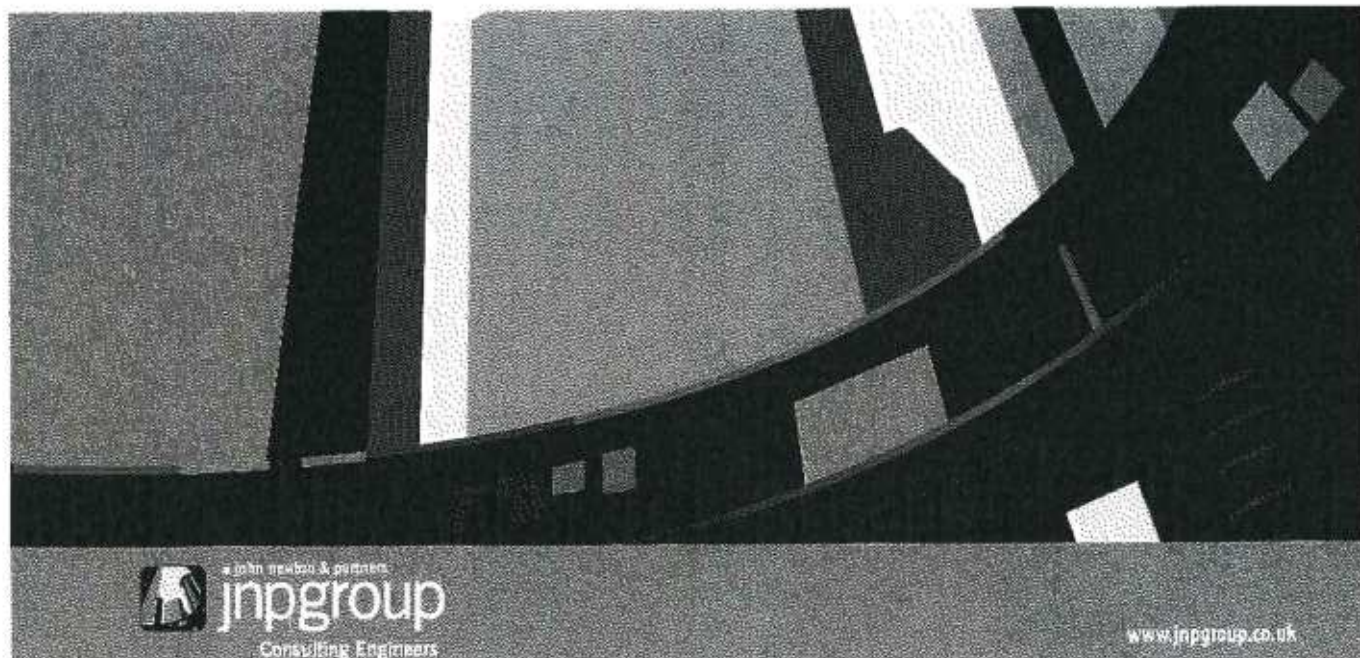
Section 25 Highways Act 1980

Wokingham Borough Council.
Bridleway No.XXX Wokingham Creation Agreement 20XX



Annex 7

**Walking, Cycling and Equine Strategy (JNP Group Reference: C85672 – TR-004
revision C dated 21/09/2018)**



Walking, Cycling, and Equine Strategy

Project: Land at Hogwood Farm, Finchampstead

Client:



Reference: C85672-TR-004

Date: 21/09/2018

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C85672
Land at Hogwood Farm, Finchampstead
TR004, Walking, Cycling and Equine Strategy



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FOR AND ON BEHALF OF JNP GROUP

Date: September 18

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Document Issue Record

Rev	Date	Description	Prepared	Checked	Approved
~	11.04.2018	Draft	JR	SW	SW
A	27.04.2018	Issue	JR	SW	SW
B	09.08.2018	Second Issue	JR	SW	SW
C	21.09.2018	Third Issue	JR	SW	SW

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1 INTRODUCTION

1.1 Background

- 1.1.1 This Walking, Cycling and Equine Strategy has been prepared on behalf of Legal and General Homes to discharge a planning condition associated with development approved under (O/2014/2179 and 140674) for a hybrid application comprising:

'Part 1: Outline Permission (reserving matters of (a) access; (b) appearance; (c) landscaping; (d) layout; (e) scale FOR: Demolition of all existing buildings on site; up to 1,500 new dwellings (Use Class C3); up to 12,000 sqm of employment floor space (Use Class B2); a Neighbourhood Centre with up to 1,900 sqm of non-residential floor space (Use Classes A1/A2/A3/A4/A5 and D1); a new primary school; new sports pitches and associated pavilion building; highways infrastructure including an extension to Nine Mile Ride and a new link from the Nine Mile Ride Extension South to the Hogwood Lane Industrial Estate; associated landscaping, public realm and open/green space (including children's play areas); and sustainable urban drainage systems.

Part 2: Full Permission FOR 29.70 ha of Suitable Alternative Natural Greenspace (SANG).'

- 1.1.2 Planning condition 39 states:

'Prior to the commencement of development, a Walking, Cycling and Equine Strategy for the whole development shall be submitted to and approved in writing by the Local Planning Authority. In particular the strategy should include details of how the Shepperlands Farm bridleway can be linked up to the Wokingham Lane and California Country Park bridleways. The development shall be implemented in accordance with the agreed strategy, the details of which shall be included in the detailed design of the relevant Reserved Matters Applications to be submitted pursuant to condition 2.'

- 1.1.3 The condition will be varied to state that the walking, cycling and equine strategy will be implemented in accordance with this document once approved.

1.2 Scope of the Strategy

- 1.2.1 This strategy has been prepared to discharge planning condition 39 attached to consent for development upon land at Hogwood Farm (commonly referred to as Hogwood Garden Village.) A separate strategy was prepared by iTransport to discharge a planning condition attached to proposals in the Arborfield Garrison site under planning reference (O/2014/2280). The movements contained within that strategy have been referred to where appropriate in terms of accessing the wider area.

- 1.2.2 This strategy identifies the opportunities at Hogwood Farm for connectivity by all non-motorised users with permeability at the forefront of scheme evolution. Connectivity has been considered internally with new routes proposed along desire lines to educational and employment opportunities and externally towards the Arborfield Garrison SDL and wider afield via the existing greenways network.

1.3 Report Structure

- 1.3.1 Following this introductory section, the strategy comprises the following sections:

 **Section 2 Walking and Cycling Strategy:** sets out the site wide provision for pedestrian and cyclists.

 **Section 3 Equine Strategy:** sets out the site wide provision for equestrians along with onward connections.

C85672
Land at Hogwood Farm, Finchampstead
TR004, Walking, Cycling and Equine Strategy



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Section 4 Conclusion: Summarises the walking, cycling and equine strategy designed to discharge planning condition 39.



2 WALKING AND CYCLING STRATEGY

2.1 Site Layout

2.1.1 The development proposed at Hogwood Farm will be subject to reserved matters applications on a parcel by parcel basis. Nonetheless, pedestrian and cyclist connectivity has been considered for the site as a whole to ensure there is a coherent movement strategy.

2.1.2 Parcel interconnectivity and access to the surrounding area of Arborfield Garrison SDL has been considered imperative to ensure there are no barriers to movement by means of sustainable travel. It is expected through providing permeable routes, the development will positively contribute towards with the Active Travel Goal contained within WBC Local Transport 3 (2011-2026) with the aim of one in five journeys being made on foot or by cycle.

2.2 Pedestrian and Cycle Connectivity along the Primary Road Network

2.2.1 Pedestrian and cyclist connectivity will be provided in several forms with the most prominent being dedicated foot/cycleways adjacent the carriageway. The Primary Road Network (PRN) comprised of the Nine Mile Ride Extension South (NMRES) connects the existing built extents of NMRE with Park Lane in the east and Hogwood Lane / Park Lane in the north east.

2.2.2 NMRE(S) will seamlessly connect with the built extents of the NMRE(N) allowing for the uninterrupted movement of pedestrians and cyclists between the two development areas and provide a safe route of access northward towards Bohunt School.

2.2.3 Crossing facilities suitable for use by pedestrians and cyclists will enable future users of the site to safely cross NMRE to access key internal facilities via the Secondary Road Network (SRN) such as the proposed primary school, neighbourhood centre, and areas equipped for play. Crossing facilities will be provided in various forms and close to junctions facilitating movement along a natural desire line. In the case of roundabouts, splitter islands will accommodate a refuge area suitable in size to cater for both pedestrians and cyclists. Away from junctions, toucan crossings will be provided at raised tables as these are considered preferable by visually impaired users and suitable for use by both pedestrians and cyclists. The exact crossing facilities will be agreed with WBC in advance of the planning application for NMRE.

2.3 Pedestrian and Cycle Connectivity Prior to the construction of the Primary Road Network

2.3.1 The first phases of development at Hogwood Farm will be provided prior to the arrival of NMRES. Opportunities have been identified to ensure future users of the site can access the pedestrian, cyclist and equestrian infrastructure that provide links to the surrounding areas.

2.3.2 A temporary bridleway will be provided in the north east corner of Phase 1 towards Byway 18. This Bridleway will be constructed in accordance with WBC requirements with recognition given to its temporary nature. The temporary link will follow the route of the future permanent Bridleway which will be located adjacent the NMRE. This minimises the impact upon the hedgerow bordering Byway 18.

2.4 Pedestrian and Cycle Connectivity along the Secondary Road Network

- 2.4.1 The SRN consists of all roads that connect directly to the NMRE. In many cases, this connection is made via roundabouts with splitter islands provided on all arms as already highlighted. In the case of priority junctions, tactile paving will be provided either side of the bellmouth to guide pedestrians across the carriageway. Cyclist give way markings will indicate an interruption of the cycle route making cyclists aware that vehicles may be entering or exiting the junction.
- 2.4.2 Running parallel to the secondary roads, 2m wide footways will be provided either side of the carriageway. Where the carriageway is to serve a bus route, a 3m shared foot/cycleway will be provided on one side. Both will be set back from the carriageway by grass verges creating a safe and attractive route overlooked by dwelling frontages. An exception to this is where the SRN passes through the centre of the site where the verge has been omitted to accommodate a route suitable for bus/emergency vehicles only.
- 2.4.3 Connection either side of the carriageway will be achieved through dropped kerb crossing points along with tactile paving.

2.5 Pedestrian and Cycle Connectivity along the Tertiary Road Network

- 2.5.1 The Tertiary Road Network (TRN) consists of roads adjoining the SRN and will either take the form of a traditional carriageway with 2m footway provided on at least one side or as a shared surface. The roads will serve access to dwellings only and in many cases are provided in the form of cul-de-sacs designed to maintain low vehicular speeds in accordance with a design speed of 20mph.
- 2.5.2 Shared surfaces are designed to accommodate motorised and non-motorised users and are to be provided in accordance with WBC requirements. As often lightly trafficked roads, they will be suitable for use by cyclists of all abilities.

2.6 Pedestrian and Cyclist Provision away from the road network.

- 2.6.1 There will be areas of the site that require pedestrian and cyclist provision in addition to that supplied adjacent the carriageway or in the form of shared surfaces. These routes will ensure that not only is the site well connected internally but also externally.
- 2.6.2 The number of external connections provided are dependent upon the nature of the sites surroundings as explained within Manual for Streets. With the exception of development within Arborfield Garrison and Hogwood Industrial Estate, the surrounding area is predominately rural and absent of key attractors of pedestrian and cyclist movement.
- 2.6.3 Opportunities have been identified for attractive grass pathways connecting south western parcels P5 and P6 towards the public right of way in the south better known as the The Devils Highway. The Devils Highway is a roman road that extends from Reading Road (A327) to Park Lane through West Court. This right of way can be seen to the rear of this report on the Access and Movement Parameter Plan prepared by Cooper Baillie.
- 2.6.4 In addition to footpaths within the SANG, further routes suitable for pedestrians and cyclists are proposed throughout the sites central green corridor. These will provide connection in a north-south alignment offering an attractive and direct route for future users away from carriageways.

- 2.6.5 Dedicated footways will be provided at the end of suitable cul-de-sacs providing a direct route of access to other parcels and towards separate footpaths traversing green space areas. These footpaths will also connect with a proposed bridleway linking Sheerlands Road with Park Lane and discussed later within this strategy. The proposed key links through the site are shown in Figure 6.5 of the Masterplan Framework Document which is provided to the rear of this report for ease of reference.
- 2.6.6 An existing Byway (Byway 18) extends across the northern border of the site between Sheerlands Road and Park Lane. It can be seen as a Greenway upon the pedestrian/cycle plan to the rear of this strategy. The Greenway will be intersected by the proposed NMRE though connectivity will be maintained either side and may be used by all non-motorised users.
- 2.6.7 Sheerlands Road beyond the site access will be lightly trafficked due to it being intersected by the NMRE(N). The route is considered appropriate for use by all non-motorised users travelling northward into the Arborfield Garrison site.
- 2.6.8 Furthermore, Sheerlands Road serves just one dwelling (Westwood Cottage) approximately 100m north of the proposed access for P1. The proximity of this dwelling to the junction promotes low vehicular approach speeds and daily movements of just three to four vehicles are expected.
- 2.6.9 The remainder of Sheerlands Road beyond Westwood Cottage is expected to be subject to a motor vehicle prohibition order by means of Traffic Regulation Order (TRO) as referenced within AECOM's Stage 1 Road Safety Audit (RSA) for the northern NMRE delivered as part of the Arborfield Garrison SDL. It is the responsibility of WBC to evoke action of the TRO by Crest Nicholson if this is still considered necessary.

2.7 Routing of footpaths throughout the site

- 2.7.1 Footpaths throughout the site will be positioned towards the outside edge of ancient woodland buffer zones to allow for buffer planting and watercourse enhancements. Full details are to be confirmed under the detailed design stage for each respective phase.
- 2.7.2 Where footpaths pass through ancient woodland such as that either side of P5 and P6, route markers will be provided to ensure users stick to the dedicated route. The route is to be clearly delineated and constructed using a no dig approach and will be selected to de-risk the requirement for intervention under health and safety grounds, i.e. tree felling or pruning.
- 2.7.3 Sensitive substrates such as bark chippings will be used in the construction of footpaths that pass close to ancient woodland areas. Further information is provided within the site wide Landscape and Ecology Management Plan (LEMP).

3 EQUINE STRATEGY

- 3.1.1 The masterplan of the site has been designed to cater for the needs of equestrians both internally and externally.

3.2 Internal Connection and Access

New Bridleway

- 3.2.1 A new bridleway is proposed to route through the site connecting Sheerlands Road in the north west and Park Lane in the south east. The route through the site can be seen under a parameter plan prepared by Cooper Baillie to the rear of this report with offsite connections shown on jnp group C85672-F-002 'Walking, Cycling and Equine Plan'.

3.3 Route Choice and Management

- 3.3.1 The bridleway through the site will be bordered by green space or ancient woodland for most of its length providing a suitable environment for equestrians of all abilities.
- 3.3.2 Consideration has been given regarding the proximity of the route to ancient woodland and hedgerows with an allowance for buffer planting. The route will be situated towards the outside edge of the buffer zone reducing the risk of low hanging branches disrupting the route of equestrians and requiring the need for regular maintenance.
- 3.3.3 Route markers will be provided to guide future equestrians along the dedicated route. The use of hard surfacing materials is to be avoided and sensitive substrates such as bark chippings will be used in the construction through ancient woodland areas.

Sheerlands Road / Byway 18 Connection

- 3.3.4 The north western connection will tie in with Byway 18 which provides access across the north of the site between Sheerlands Road and Hogwood Lane.
- 3.3.5 Sheerlands Road provides the opportunity for connection northward to 'Bridleways proposed as part of the Arborfield Garrison site.

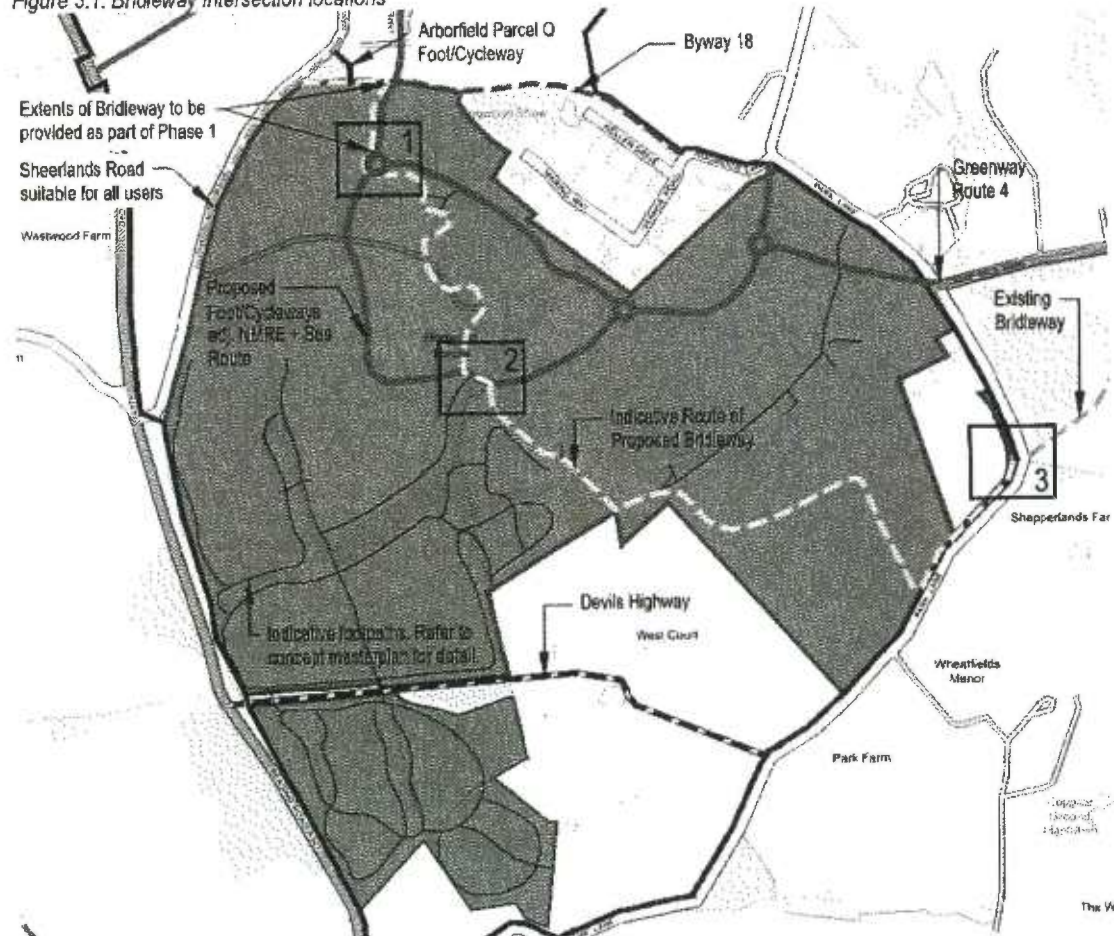
Park Lane Connection

The south eastern connection is designed to link up with the existing Bridleway (FINC BR4 II) that continues on the opposite side of Park Lane through Shepperlands Copse. This route then connects with WBC Greenway Route 4 providing access to the wider greenway network as discussed later in this strategy. The methods of crossing are discussed below with further consideration to ecology and landscape impacts provided under section 3.5.

3.4 Crossings

There are three instances where the bridleway is intersected by carriageways. The locations at which the proposed Bridleway (yellow) will be intersected by the internal carriageway (blue) are shown as 1 and 2 on Figure 3.1 overleaf. Number 3 shows the location that the new bridleway will cross Park Lane to connect to the existing bridleway.

Figure 3.1: Bridleway intersection locations



Crossing 1 – South of NMRE (Secondary Road Network)

- 3.4.1 The first is where the route crosses an arm off one of the NMRE roundabouts that forms part of the secondary road network.
- 3.4.2 Where the bridleway crosses the secondary road network, a Pegasus crossing with separate Toucan crossing facility for pedestrians and cyclists will be provided. The Pegasus crossing will provide a holding area 5m deep for equestrians with push button units mounted 2m high and 2m back from the carriageway. The signalised operation of the crossing will come forward at a time to be agreed with WBC with all required provisions installed at the time of construction.
- 3.4.3 The Pegasus crossing has been designed with reference to guidance contained in the following publications and will be subject to the full detailed design process post planning:
 -  The British Horse Society – Advice on road crossings for horses
 -  The Department of Transport Traffic Advisory Leaflet - 03/03 Equestrian Crossings

 Traffic Signs Manual – Chapter 5

Crossing 2 – Bus/Emergency Only Link

- 3.4.4 The second Pegasus crossing is through the centre of the site where a bus/emergency vehicle only link connects the eastern and western halves together in agreement with WBC officers. It is proposed that a non-signalised Pegasus crossing is provided with separate provision for pedestrians and cyclists. As the link would only be used by bus and emergency vehicles, it is not expected to be signalised. Exact crossing details are to be confirmed with WBC and subject to separate discussions and full detailed design post planning.

Crossing 3 – Park Lane

- 3.4.5 The proposed Bridleway in the south east corner of the site will be intersected by Park Lane prior to its continuation within Shepperlands Copse. This location comprises a strip of land immediately adjacent the highway boundary along Park Lane.
- 3.4.6 Park Lane is not expected to be heavily trafficked following completion of the NMRE and in recognition of its rural nature, is expected to allow equestrians to cross without any difficulty thus the proposals for a non-signalised crossing.
- 3.4.7 As detail has been requested regarding the way in which the site will connect with the existing bridleway network, a sketch has been prepared showing the Pegasus crossing for Park Lane. This can be seen upon jnp group C85672-SK-142 'Park Lane Pegasus Crossing'. Sketches for other Pegasus crossings are subject to future reserved matters planning applications.

3.5 Park Lane Pegasus Crossing - Ecology and Landscaping Considerations

- 3.5.1 The park lane Pegasus crossing is to be set back from the carriageway in the location of the existing vegetated verge situated within highways-maintained land.
- 3.5.2 Land adjacent to the highway boundary is within the ownership of the applicant and this strip of land has the availability to provide a 3m wide bridleway route to the point of the proposed crossing point.
- 3.5.3 This strip of land route appears to have been a trackway in the past (at least in part) and subject to sensitive design it would be possible to retain the significant mature trees and important understory shrubs, including coppice stools.
- 3.5.4 Although some loss of dense bramble and tall ruderal habitats (nettles etc) would be unavoidable, this is unlikely to be significant in its own right, especially where such losses are balanced against the connectivity maintained by retained vegetation on both sides of Park Lane in addition to new habitat creation works within the SANG and other areas of open space as part of the wider development.
- 3.5.5 The bridleways construction will be carefully designed to avoid harm to retained mature trees, this may include "no dig" construction and/or the use of permeable surface materials.
- 3.5.6 With regard to protected species, the provision of a bridleway along this route would be expected to result in the loss of an outlying Badger sett (active at the time of survey) but this is a low status type of sett and its loss is unlikely to be significant in a local context. A licence would still however be required for its closure. The normal precautionary measures with regards to the potential presence of breeding birds and low numbers of reptiles will need to be considered during the clearance works in keeping with

the recommended approaches outlined in the ecology submissions provided to WBC to support discharge of conditions.

3.6 Off-site connections

- 3.6.1 Excellent onward opportunities are available for equestrians passing through the site. The existing bridleway that routes through Shepperlands Copse to the east of the site connects with Nine Mile Ride. From this point, it connects with WBC's proposed Greenway Route 4. This provides connection to Greenway Route 3 and the existing Bridleway in California Country Park.
- 3.6.2 Byway 18 provides connection to Hogwood Lane on its eastern side which in turn connects to Park Lane and can be traversed southward towards WBC Greenway Route 4. Whilst there is no dedicated equestrian provision along this section of Park Lane, it is expected to be downgraded following completion of the NMRE resulting in the potential for one-way traffic and reduced vehicular flows owing itself as a suitable on road route for equestrians.
- 3.6.3 Greenway Route 4 also provides access to various leisure walking routes through land owned by the Wildlife Trust situated to the east of the site, south of Nine Mile Ride.
- 3.6.4 Bridleway links fronting Parcel O1 of the Arborfield Garrison development will further enhance connectivity beyond California Country Park with uncontrolled crossing points at the site access and across Biggs Lane adjacent Parcel O2.
- 3.6.5 Bridleway connections are also shown both north and south of Sheerlands Road where intersected by NMRE. This also serves as a route future equestrians may utilise outside of the site towards Arborfield Garrison. A bridleway is shown on plans prepared as part of the reserved matters application for Parcels A-G (161747) in the Arborfield Garrison site facilitating east/west movement towards the A327 and the remainder of the AG site. This bridleway is indicated upon **jnp group C85672-F-002 'Walking, Cycling and Equine Plan'**.

4 CONCLUSION

- 4.1.1 In conclusion this Walking, Cycling and Equine Strategy has been prepared to discharge planning condition 39 attached to consent under planning reference (O/2014/2280).
- 4.1.2 This strategy has set out the opportunities available for non-motorised users of the site by means of walking, cycling and horse riding.
- 4.1.3 The site will cater for pedestrian and cyclist movement through foot/cycleways adjacent the carriageway, shared surface roads suitable for all users, dedicated footpaths connecting parcels together and natural grass paths provided within SANG areas.
- 4.1.4 Natural grass paths provide connection in the south west of the site to the devil's highway which connects Reading Road (A327) to Park Lane.
- 4.1.5 A bridleway will route through the site and connect Byway 18 to Park Lane and the existing bridleway through Shepperlands Copse. Suitable facilities will be provided where the bridleway is intersected by the secondary road network and that of the bus/emergency access link/Park Lane.
- 4.1.6 Sheerlands Road will be suitable for use by all users beyond the Phase 1 access and continuing northward towards Byway 18 and into the Arborfield Garrison development site where bridleways are continued both west through Parcels A-G and eastward toward Biggs Lane.

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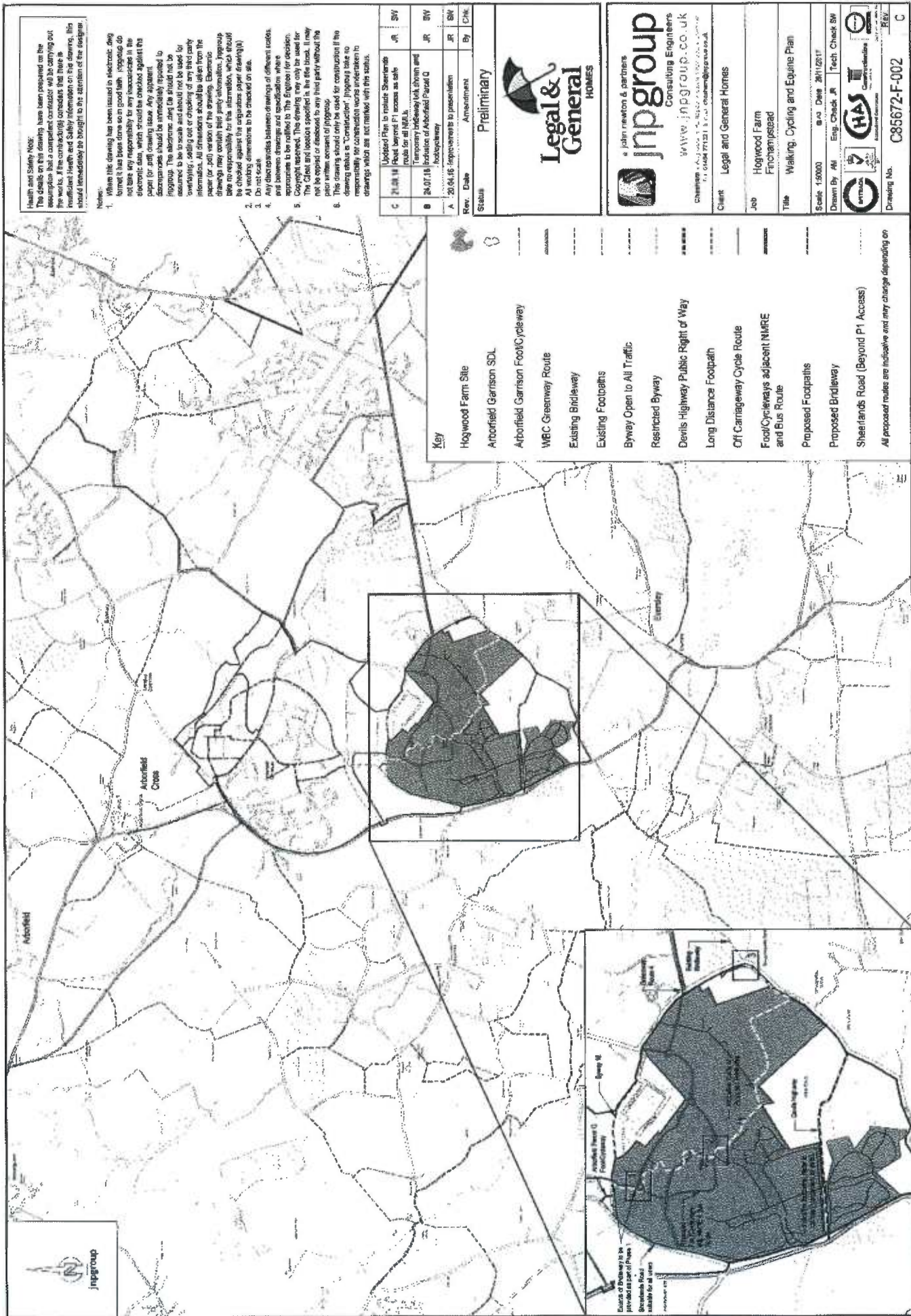
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Figures / Drawings





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Rev.	Date	Amendment	By	CHK
C	21.04.16	Updated Plan to include Shearlands Road beyond P1 access as safe route for all MFLs	JR	SW
B	24.07.16	Temporary Bridleway link shown and location of Aborfield Parcel Q Foot/Cycleway	JR	SW
A	20.04.16	Improvements to presentation	JR	SW

Status: Preliminary



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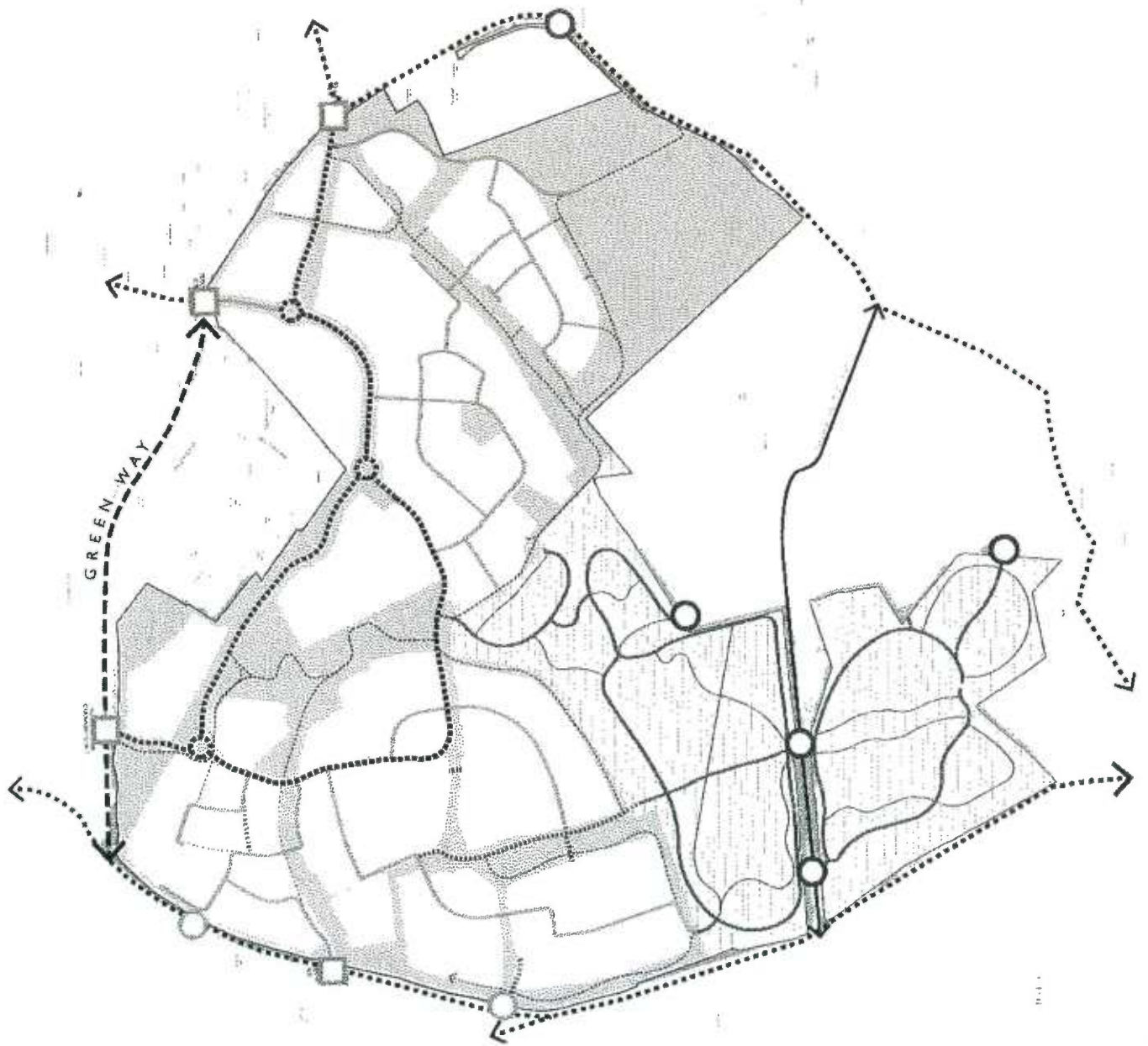
Client: Legal and General Homes
Job: Hogwood Farm, Farnham Road
Title: Walking, Cycling and Equine Plan

Scale: 1:5000
Drawn By: J. Newton
Eng. Check: J. Newton
Tech. Check: SW
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KEY 1

- NINE MILE RIDE EXTENSION
- BUS LOOP
- GREEN WAY
- PROPOSED ON-STREET PEDESTRIAN ROUTES
- PROPOSED OFF-STREET PEDESTRIAN ROUTES
- PROPOSED BICYCLEWAY
- PROPOSED SANG ROUTES
- EXISTING EXTERNAL ROADS
- EXISTING PUBLIC RIGHT OF WAY
- EXISTING BICYCLEWAY CONNECTIONS WITH EXISTING HIGHWAY
- PROPOSED FOOTPATH CONNECTIONS WITH EXISTING FOOTPATH
- PROPOSED EMERGENCY ACCESS
- PROPOSED VEHICULAR / PEDESTRIAN / CYCLEWAY CONNECTIONS WITH EXISTING HIGHWAY
- OPEN SPACES
- PROPOSED SUITABLE ALTERNATIVE NATURAL GREENSPACE

THE PROPOSED KEY SITE LINKS





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The **COMMON SEAL** of
WOKINGHAM BOROUGH COUNCIL
Was hereunto affixed in the presence of:

)
)
)



Authorised signatory

Frank Lee
(Solicitor)

30499

SIGNED AS A DEED
By the said **SIMON MARINO**
In the presence of:-

) 

Witness Signature: *R Hopkins*

Witness Name and Address: *RUTH HOPKINS, c/o: Legal & General,
3 Arlington Square, Braconey, RG12 1WA.*

SIGNED AS A DEED
By the said **JASON MARINO**
In the presence of:-

) 

Witness Signature: *R Hopkins*

Witness Name and Address: *RUTH HOPKINS, c/o: Legal & General,
3 Arlington Square, Braconey, RG12 1WA*

SIGNED AS A DEED
By the said **AMBER MARINO**
In the presence of:-

) 

Witness Signature: *R Hopkins*

Witness Name and Address: *RUTH HOPKINS, c/o: Legal & General,
3 Arlington Square, Braconey, RG12 1WA.*

SIGNED AS A DEED
By the said **ALISON JANE MARINO**
In the presence of:-

) 

Witness Signature: *R Hopkins*

Witness Name and Address: *RUTH HOPKINS, c/o: Legal & General,
3 Arlington Square, Braconey, RG12 1WA.*

SIGNED AS A DEED
By the said **HAZEL VIOLETTE MARINO**
In the presence of:-

) 

Witness Signature: *R Hopkins*

Witness Name and Address: *RUTH HOPKINS, c/o: Legal & General,
3 Arlington Square, Braconey, RG12 1WA.*

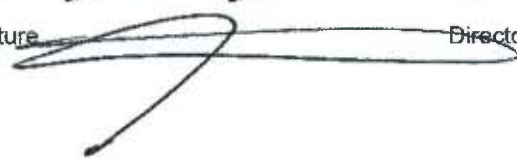
SIGNED as a DEED by
MARINO FAMILY TRUST COMPANY LIMITED
acting by two directors or one director and the
company secretary

Signature



Director

Signature



Director/Company Secretary

EXECUTED AS A DEED BY
by LEGAL & GENERAL HOMES COMMUNITIES
(ARBORFIELD) LIMITED acting by a director in the
presence of:

)
)
) *ADL* - ANDREW DICKER
)

Witness Signature: *R Hopkins*

Witness Name and Address: RUTH HOPKINS
C/O. Legal & General,
3 Arlington Square,
Brockley,
E12 1WA.