

Dated: _____ 2026

WOKINGHAM BOROUGH COUNCIL

- and -

TONY NASSER

**Deed of Agreement to Provide Planning Obligations
pursuant to Section 106 of the Town and Country Planning Act 1990 and
Section 111 Local Government Act 1972
in relation to the proposed development at Warren Crest Farm, Wick Hill
Lane, Finchampstead,
Wokingham, RG40 3PY**

Planning Reference Number 251233

Wokingham Borough Council
Shute End
Wokingham
Berkshire
RG40 1BN

This Deed is made the

day of

2026

BETWEEN

(1) **WOKINGHAM BOROUGH COUNCIL** of Council Offices Shute End Wokingham
Berkshire RG40 1WH ("the Council")

(2) **TONY NASSER** of 5 Folly Avenue Wokingham Berkshire RG41 4EG ("the Owner")

WHEREAS

1. The Council is the local planning authority for the purpose of the Act for the area in which the Site is situated and by whom the obligations created by this Deed are enforceable.
2. The Owner is the freehold owner of the Site registered at the Land Registry under Title Numbers BK138398 and BK527328.
3. The Planning Application has been made to the Council for planning permission for the Development on the Site.
4. The Site lies within 5 kilometres of the Thames Basin Heaths SPA.
5. Each obligation undertaken in this Deed given by the Owner is a planning obligation for the purposes of Section 106 of the Act.
6. The Head of Development Management acting under delegated authority of the Council has determined to grant the Planning Permission subject to the prior completion of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

1 DEFINITIONS

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

"Act" the Town and Country Planning Act 1990, as amended

"Approved" approval in writing by the Council under hand of the Head of Planning (or equivalent at the time) and "Approval" shall be construed accordingly.

"Commencement of Development" the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other

than (for the purposes of this Deed and no other purpose) operations consisting of marking out, surveying, ground investigations, archaeological investigations, demolition, site clearance, site preparation, investigation for the purposes of assessing contamination, remedial action in respect of contamination, diversion and laying services and the erection of any temporary means of enclosure for the purposes of site security and the temporary display of advertisements and “Commence”, “Commencement” and “Commence the Development” shall be construed accordingly

“Co-ordinating Authority”

the authority designated from time to time in the Thames Basin Heath Framework Agreement as the co-ordinating authority for Thames Basin Heaths SPA Access Management and Monitoring Project

“Development”

the proposed erection of 3 no. dwellings following demolition of existing dwelling, outbuilding and agricultural barns as set out in the Planning Application

“Index”

the national all-in tender price index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or such other reference base used to compile the national all-in tender price index as shall be published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or its successor in function

“Index-Linked”

the sum of money payable to the Council under this Deed shall be varied by movements in the Index between the date of this Deed and the date of actual payment and increased 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 the date of this Deed

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

The Index presents forecast figures which are published quarterly. These forecast figures are updated and finalised periodically. If the indexation figure has not been finalised at such time as A is calculated then the forecast figure will be used for the purposes of the calculation

“Monitoring Fee”

The sum of **£1614** calculated at a rate of five hundred and thirty eight pounds (£538.00) per planning obligation trigger for each distinct planning obligation in this Deed

“Occupation” and
“Occupied”

the date of the first occupation of the dwellings permitted by the Planning Permission but shall not include occupation for the purposes of construction fitting-out, decorating, security, marketing or repair and the expressions “Occupied” and “Occupy” shall be construed accordingly.

“Plan”	the plan attached to this Deed				
“Planning Application”	The full planning application made under reference 251233 for the Development				
“Planning Permission”	the planning permission granted pursuant to the Planning Application permitting the carrying out of the Development and shall include any subsequent permissions granted under Section 73 of the Act				
“Practically Completed”	means constructed to a level of practical completion and certified as such by the relevant project professional under the construction contract				
“Rooks Nest Wood SANGS”	the Council designated 18.5ha Strategic Suitable Alternative Natural Green Space (SANGS) in Barkham.				
“Rooks Nest Wood SANGS Contribution”	The sum of £3,617.57 towards Rooks Nest Wood SANGS calculated as follows: <table> <tr> <td>One bedroom dwelling</td><td>£1567.98</td></tr> <tr> <td>Two bedroom dwelling</td><td>£2049.59</td></tr> </table>	One bedroom dwelling	£1567.98	Two bedroom dwelling	£2049.59
One bedroom dwelling	£1567.98				
Two bedroom dwelling	£2049.59				
“SANG Capacity”	Means 0.0384 hectares of the Rooks Nest Wood SANG being the amount of SANG which needs to be provided to mitigate the adverse impacts of the Development upon the SPA.				
“SPA”	Thames Basin Heaths Special Protection Area designated by the Secretary of State for				

Environment, Food and Rural Affairs on 9 March 2005 pursuant to Council Directive 79/409/EEC of 2 April 1979 on the conservation of wild birds.

“Strategic Access Management and Monitoring Contribution” The sum of £1,392 (Index-Linked) payable to the Council towards the management and monitoring of strategic access to the SPA calculated for each Dwelling approved as follows (provided that, where a dwelling or dwellings already exist on the Site, this contribution is to be calculated based on the net increase in dwellings overall):

(For development within 5km of the SPA)

One bedroom dwelling	£582.00
Two bedroom dwelling	£810.00

“Site” the land known as Warren Crest Farm and shown for identification purposes only edged red on the Plan

“Thames Basin Heaths Special Protection Area” the area designated on 9 March 2005 under the Wild Birds Directive (Council Directive 79/409/EEC on the Conservation of Wild Birds) to protect three species of breeding birds; woodlark, Dartford warbler and nightjar being a fragmented area of European importance in the counties of Surrey, Hampshire and Berkshire

“Thames Basin Heaths SPA Access Management and Monitoring Project” the project established to deliver measures required to avoid and mitigate against the recreational impacts of housing development on the SPA the detail of which is set out in Schedule 3 of the Agreement dated 14th July 2011

2 CONSTRUCTION OF THIS DEED

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

- 2.11 Any phrase introduced by the words “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to all powers enabling the parties and in particular Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 33 of the Local Government (Miscellaneous Provisions) Act 1982, Section 62 Berkshire Act 1986 and Section 1 Localism Act 2011 and creates planning obligations for the purposes of Section 106 of the Act.
- 3.2 The obligations imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner and its successors in title and assigns and the persons claiming under or through it.

4 CONDITIONALITY

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

5 THE OWNER'S COVENANTS

- 5.1 The Owner covenants with the Council as set out in Schedules 1 and 3.
- 5.2 The Owner covenants with the Council that it will give not less than seven (7) days prior notice in writing to the Council of the date of Commencement of Development
- 5.3 The Owner covenants with the Council that it will give not less than seven (7) days prior notice in writing to the Council of the date of Occupation of the Development

6 THE COUNCIL'S COVENANTS

- 6.1 The Council covenants with the Owner as set out in Schedule 2.

7 MISCELLANEOUS

- 7.1 The Owner shall pay to the Council: on or before Commencement of Development the Monitoring Fee and the Owner shall not Commence Development until the Monitoring Fee has been paid to and received by the Council.

- 7.2 It is hereby agreed and declared that a person who is not a party to this Deed shall not be entitled in his own right to enforce any of the terms of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 7.3 This Deed shall be enforceable as a local land charge and shall be registered as such by the Council.
- 7.4 Where the agreement, approval, consent or expression of satisfaction is to be given by any party or any person on behalf of any party hereto under this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may only be given in writing and may be validly obtained only prior to the act or event to which it applies and the party giving such agreement, approval, consent or expression of satisfaction shall at all times act reasonably.
- 7.5 Where any payment of costs or other payments are to be made by the Owner to the Council such costs and other payments shall be deemed to be reasonable and proper.
- 7.6 Any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party
- 7.7 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.8 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.9 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.11 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of its functions in any capacity (including in particular its capacities as highway authority and local planning authority) and the rights, powers, duties and obligations of the Council under private, public or subordinate legislation may be effectively exercised as if it were not a party to this Deed.

8 WAIVER

- 8.1 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 of the relevant terms or conditions or for acting upon any subsequent breach or default.

9 OWNERSHIP

- 9.1 The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.
- 9.2 The Owner warrant that no person other than the Owner has any legal or equitable interest in the Site other than what is stated at the beginning of this Deed.

10 INTEREST

- 10.1 Any payment which is due to the Council under the terms of this Deed that is paid after the date the payment is due shall attract interest at the rate of 4% above the National Westminster Bank PLC base rate from time to time being charged from the date payment was due to the date payment is received by the Council.

11 VAT

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

12 DISPUTES

- 12.1 In the event of there being any dispute between the parties hereto in respect of any of the terms of this Deed such dispute shall be determined in accordance with this clause and either party to the dispute may at any time require by notice in writing to the other party to the dispute an independent expert to be appointed to resolve the dispute.
- 12.2 The expert (who shall be an appropriately qualified person to resolve the dispute in question) may be agreed upon by the parties to the dispute and in default of such

agreement within one month of a requirement being made pursuant to this clause shall be appointed by the President for the time being of the Royal Institution of Chartered Surveyors on the application of either party to the dispute made at any time after the said period of one month.

- 12.3 Notice in writing of their appointment shall be given by the expert to the parties to the dispute and they shall invite each to submit within a specified period (which will not exceed four weeks) any written representations each wishes to make to them.
- 12.4 The expert shall act as an expert and not as an arbitrator and they shall consider any written representation submitted to them within the said period and shall not be in any way limited or fettered thereby and shall determine the dispute in accordance with their own judgment.
- 12.5 The expert shall give notice in writing of their decision to the parties to the dispute within 2 months of their appointment or within such extended period as the parties may together allow.
- 12.6 The decision of the expert shall be final on all matters referred to them save in the case of manifest error.
- 12.7 If for any reason the expert shall fail to make a decision and give notice thereof within the time and in the manner herein before provided either party to the dispute may apply to the President of the Royal Institution of Chartered Surveyors for a substitute to be appointed in their place which procedure may be repeated as many times as necessary.
- 12.8 Each party to the dispute shall bear its own costs save that the fees of the expert and of the Royal Institution of Chartered Surveyors shall be in the expert's determination.
- 12.9 Nothing in this clause shall be construed as ousting the jurisdiction of the courts to enforce the provisions of this Deed.

12 JURISDICTION

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

13 DELIVERY

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

SCHEDULE 1

SPA Contributions

1. Strategic Access Management and Monitoring Contribution

- 1.1 The Owner covenants with the Council to pay the Strategic Access Management and Monitoring Contribution on or before Commencement of Development.
- 1.2 The Owner covenants with the Council not to Commence Development until the Strategic Access Management and Monitoring Contribution has been paid to and received by the Council.

2. Rooks Nest Wood SANGS

- 2.1 The Owner covenants with the Council to pay the Rooks Nest Wood SANGS Contribution on or before Commencement of Development
- 2.2 The Owner covenants with the Council not to Commence Development until the Rooks Nest Wood SANGS Contribution has been paid to and received by the Council.

SCHEDULE 2

Council's Covenants

1. STRATEGIC ACCESS MANAGEMENT AND MONITORING CONTRIBUTION

The Council covenants that it will transfer the Strategic Access Management and Monitoring Contribution to the Co-ordinating Authority.

2. SANG PROVISION

The Council covenants that upon receipt of the Rooks Nest Wood SANG Contribution it will allocate the SANG Capacity within the Rooks Nest Wood SANG to the Development.

3 USE OF CONTRIBUTIONS

- 4 The Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to

be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree

5 BIODIVERSITY NET GAIN

5.10 Where the Council considers that the Owner is not complying with its obligations under Schedule 3 of this Deed (acting reasonably) in relation to on-site Biodiversity Net Gain, and intends to take steps to remedy the breach the Council covenants with the Owner, to first notify the Owner:

5.10.1 the reasons for alleging non-compliance;

5.10.2 the steps required to be taken to remedy the breach or non-compliance; and

5.10.3 the reasonable time limit for the Owner to take these steps (having regard to the steps required and any seasonal limitations upon the carrying out of those steps).

5.11 Where the Council has served a Breach Notice and the Owner has not complied with the time limits specified in the Breach Notice (or as otherwise agreed) or as determined by an expert in accordance with clause 12 of this Deed, the Council can undertake the requirements imposed on the Owner as set out in the Breach Notice or as determined by an expert in accordance with clause 12 of this Deed provided that the Council:

5.11.1 provides not less than 5 Working Days' notice that it, its agents, and contractors with or without workmen and equipment will enter the Site and/or land in the Owner's control to access the Site;

5.11.2 endeavours to cause minimal damage and inconvenience to the Owner; and

5.11.3 issues a full breakdown of the time spent and costs incurred in exercising the step-in rights under Schedule 3 of this Deed.

5.12 The provisions of this paragraph 4 above shall terminate thirty (30) years after the BNG Completion Date save in respect of any prior breach.

SCHEDULE 3 BIODIVERSITY NET GAIN

The Owner covenants with the Council as follows:

“Biodiversity Baseline Assessment”	means the Biodiversity Metric completed on 11/12/2025 by Sofia Sanchez Piccone (Ecology by Design) and reviewed by the Council on 15/01/2026 quoting planning application 251233 on the ‘Start page’
“Biodiversity Gain Site Register”	means the statutory biodiversity gain site register created under regulation 3 of the Biodiversity Gain Site Register Regulations 2024 or any other equivalent regulations
“Biodiversity Metric”	means the statutory biodiversity accounting tool published by the Department for Environment, Food & Rural Affairs (or any successor department/body) from time to time that can be used to measure the biodiversity value or relative biodiversity value of habitat or habitat enhancement for the purposes of biodiversity net gain
“Biodiversity Net Gain Assessment”	means the detailed assessment of the biodiversity value of the Site based on the detailed design for the Development set out in the Biodiversity Metric
“Biodiversity Net Gain Credits”	means biodiversity units purchased by the Owner from a third-party habitat bank provider that are recorded on the Biodiversity Gain Site Register
“Biodiversity Net Gain Target”	means the biodiversity baseline for the Site (for habitat units and hedgerow units respectively) as set out in the Biodiversity Baseline Assessment (expressed in Biodiversity Net Gain Units)
“Biodiversity Net Gain On-Site Monitoring Contribution”	means the Index-Linked sum to be calculated by the Council using the formula below with such sum to be paid by the Owner to the Council for the Council’s costs of monitoring the outcomes and compliance with the Habitat Management and Monitoring Plan requirements set out in the Planning Permission for not less than thirty (30) years:

The formula for calculating the contribution is set out for information:

$\text{£}34 \times 10\text{hrs} \times 9 \text{ occasions} = \text{£}3,060$ for up to 1ha; and
 $\text{£}34 \times 10\text{hrs} \times 9 \text{ occasions} = \text{£}3,060$ for each additional hectare pro rata

Where £34 is the hourly rate of an ecologist

Where 10hrs is the hours required to assess and respond to monitoring reports

Where 9 occasions is the number of individual monitoring occasions which are required

Therefore, $\text{£}3,060$ for up to 1ha + $\text{£}3,060$ for each additional hectare pro rata = Biodiversity Net Gain On-Site Monitoring Contribution

“Biodiversity Net Gain Off-Site Monitoring Contribution”	means the Index-Linked sum to be calculated by the Council using the formula below with such sum to be paid by the Owner to the Council for the Council’s costs of monitoring the outcomes of the Biodiversity Net Gain Plan on the Biodiversity Net Gain Site for not less than thirty (30) years:
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The formula for calculating the contribution is set out for information:

$\text{£}34 \times 10\text{hrs} \times 9 \text{ occasions} = \text{£}3,060$ for up to 1ha; and
 $\text{£}34 \times 10\text{hrs} \times 9 \text{ occasions} = \text{£}3,060$ for each additional hectare pro rata

Where £34 is the hourly rate of an ecologist

Where 10hrs is the hours required to assess and respond to monitoring reports

Where 9 occasions is the number of individual monitoring occasions which are required

Therefore, $\text{£}3,060$ for up to 1ha + $\text{£}3,060$ for each additional hectare pro rata = Biodiversity Net Gain Off-Site Monitoring Contribution

“Biodiversity Net Gain Plan”	means a management plan that secures the Biodiversity Net Gain Target which shall have effect for a period of not less than thirty (30) years from the completion of the planting required by the approved management plan
“Biodiversity Net Gain Site”	the off-Site land situated at Warren Crest Farm and registered at HM Land Registry within title number BK527328 which will be identified on a plan submitted as part of the Biodiversity Net Gain Plan
“Breach Notice”	means a notice which may be served by the Council on the Owner under paragraph 25 of this Schedule
“Certificate of Completion”	means a written certificate of completion confirming that the Habitat Creation and Enhancement Works have been completed to the reasonable satisfaction of the Council on the Completion Date, such certificate being issued by the Council under paragraph 8 of Schedule 3
“Commencement Date”	means the date upon which the Habitat Creation and Enhancement Works have commenced
“Completion Date”	means the date specified in the Certificate of Completion as the date the Habitat Creation and Enhancement Works were completed
“Completion Date Notice”	means written notice from the Owner to the Council of the proposed Completion Date of the Habitat Creation and Enhancement Works served in accordance with paragraph 7 of this Schedule
“Habitat Creation and Enhancement Works”	means the habitat creation and enhancement works set out in the Habitat Management and Monitoring Plan (excluding any management or monitoring activities specified in the Habitat Management and Monitoring Plan)
“Habitat Management	a habitat management and monitoring plan as defined in paragraph 1.5 of this Schedule

and Monitoring
Plan”

“Register” means act of applying for Registration on the Biodiversity Gain Site Register

“Registration” means the record on the Biodiversity Gain Site Register of the Biodiversity Net Gain Site

The Owner covenants with the Council as follows:

- 1 Prior to Commencement of Development, to submit to the Council for its written approval a Biodiversity Net Gain Plan containing the following:
 - 1.1 a Biodiversity Net Gain Assessment;
 - 1.2 a revised Biodiversity Metric to include all on-Site habitats approved by the Council and any off-Site habitat baseline and creation or enhancement necessary to achieve the Biodiversity Net Gain Target and any Biodiversity Net Gain Credits to be acquired in respect of the Development;
 - 1.3 the measures to be delivered to meet the Biodiversity Net Gain Target, such measures to include, as necessary, works within the Site and/or works on the Biodiversity Net Gain Site or such other measures as may be agreed by the Council in writing;
 - 1.4 an implementation programme for the above measures; and
 - 1.5 a Habitat Management and Monitoring Plan in respect of the measures proposed on the Biodiversity Net Gain Site to meet the Biodiversity Net Gain Target. That plan must include:
 - a. details of the proposed habitat creation and enhancement works;
 - b. details of the proposed management and monitoring arrangements for the delivery of the objectives of the Biodiversity Net Gain Plan for a minimum period of 30 years following the issue of the Certificate of Completion.

- 2 Not to Commence Development until the Council has approved the Biodiversity Net Gain Plan in writing.
- 3 To fully deliver the measures set out in the approved Biodiversity Net Gain Plan, including all Habitat Creation and Enhancement Works as set out in the approved Habitat Management and Monitoring Plan, prior to first Occupation of the Development or within such other period as has been approved by the Council, and thereafter to fully implement and comply with the monitoring arrangements and all further ongoing measures as set out in the approved Biodiversity Net Gain Plan.
- 4 Not to Occupy the Development unless it has fully delivered the measures set out in the approved Biodiversity Net Gain Plan, including all Habitat Creation and Enhancement Works as set out in the approved Habitat Management and Monitoring Plan

Implementation of the Habitat Management and Monitoring Plan

- 5 To notify the Council in writing of the Commencement Date within 14 days of implementation of the Habitat Management and Monitoring Plan.
- 6 To complete the Habitat Creation and Enhancement Works in accordance with the Habitat Management and Monitoring Plan and prior to first Occupation;
- 7 To issue the Completion Date Notice to the Council within fourteen (14) days of the completion date of the Habitat Creation and Enhancement Works.
- 8 To promptly rectify any defects in the Habitat Creation and Enhancement Works identified by the Council and issue a subsequent Completion Date Notice and thereafter to continue to rectify any defects and issue Completion Date Notices until the Council issues a Certificate of Completion.
- 9 Upon receiving the Certificate of Completion from the Council, to maintain the Biodiversity Net Gain Site in accordance with the Habitat Management and Monitoring Plan for a period of not less than 30 years from the Completion Date; and
- 10 To submit separate monitoring reports to the Council in respect of the Biodiversity Net Gain Plan and the Habitat Management and Monitoring Plan which must be produced to the reasonable satisfaction of the Council, in the following years calculated from (and including) the date that the Certificate of Completion is issued:

- a. one report 12 months from the date the Certificate of Completion is issued,
- b. a further report in the 2nd year from the date the Certificate of Completion is issued,
- c. a further report in the 5th year from the date the Certificate of Completion is issued,
- d. a further report in the 10th year from the date the Certificate of Completion is issued,
- e. a further report in the 15th year from the date the Certificate of Completion is issued,
- f. a further report in the 20th year from the date the Certificate of Completion is issued ,
- g. a further report in the 25th year from the date the Certificate of Completion is issued, and
- h. a final report in the 30th year from the date the Certificate of Completion is issued.

If any reports provided have not been completed to the reasonable satisfaction of the Council, the Owner is to submit revised report(s) within such reasonable period of time as the Council may specify (which may include submitting further revised report(s) until produced to the Council's reasonable satisfaction).

- 11 Not to Occupy the Development until the Council has issued the Certificate of Completion and the requirements of paragraph 3 of this Schedule have been complied with.

Biodiversity Gain Site Register

Where the Biodiversity Net Gain or any part thereof is delivered on the Biodiversity Net Gain Site:

- 12 To apply to register the Biodiversity Net Gain Site on the Biodiversity Gain Site Register PROVIDED THAT the Council is hereby authorised to apply to revise the Registration in line with any determination by the expert in accordance with clause 12 of this Deed.

- 13 To pay the Council's reasonable costs in respect of any application by it to applying to amend the Registration under paragraph 12 of this Schedule.
- 14 To notify the Council in writing of the date of any Registration within 14 days of it occurring.
- 15 To do the following if an application to Register the Biodiversity Net Gain Site under paragraph 12 of this Schedule is unsuccessful, as soon as reasonably practicable:
 - (i) notify the Council in writing;
 - (ii) remedy the defects in the application;
 - (iii) re-apply to Register the Biodiversity Net Gain Site on the Biodiversity Gain Site Register;
 - (iv) continue to notify the Council and remedy defects in any application until the Biodiversity Net Gain Site is Registered; and
 - (v) apply to amend the Registration if directed by the expert under paragraph 12 of this Schedule.
- 16 Not to amend the Registration without the Council's prior written approval, other where necessary to comply with this Agreement.
- 17 Not to allocate any Biodiversity Net Gain Units on the Biodiversity Net Gain Site, other than to the Development.

Habitat Management and Monitoring Plan

- 18 To notify the Council of any requested amendment to the Habitat Management and Monitoring Plan, such notice to include:
 - (a) the proposed amended Habitat Management and Monitoring Plan;
 - (b) a statement of reasons for such amendment; and
 - (c) confirmation (with reasons) that the amendment would not prejudice:
 - (i) the use or management of the Biodiversity Net Gain Site in a manner consistent with its function to deliver the Biodiversity Net Gain Target; and

(ii) the continued functioning of the Biodiversity Net Gain Site for the purpose of meeting the Biodiversity Net Gain Target.

- 19 Not to implement any amendments to the Habitat Management and Monitoring Plan without the prior written approval of the Council.

Access for Inspection

- 20 To allow the Council, its agents, and contractors with or without workmen and equipment to enter onto those unbuilt upon parts of the Site and/or Biodiversity Net Gain Site at all reasonable times to monitor compliance with this Schedule and to pass and repass across any land in the Owner's control which is reasonably necessary to gain access to for the purpose of monitoring compliance with this Schedule provided that for the avoidance of doubt such access shall not be permitted until after Commencement of Development.

Monitoring Contribution

In the event that the BNG or any element thereof is provided on the Site:

21. On or before Commencement of Development the Owner shall pay to the Council the Biodiversity Net Gain On-Site Monitoring Contribution. 22. The Owner covenants with the Council not to Commence Development until the Biodiversity Net Gain On-Site Monitoring Contribution has been paid to and received by the Council.

23. In the event that the Biodiversity Net Gain or any part thereof is to be provided on the Biodiversity Net Gain Site or any site not currently registered with the Council as a habitat bank providing Biodiversity Net Gain Credits, prior to the Commencement of Development the Owner shall pay the BNG Off-Site Monitoring Fee and the Owner covenants (where payment of the BNG Off-Site Monitoring Fee is required) not to Commence Development unless it has paid the BNG Off-Site Monitoring Fee to the Council

24 Step-In Rights

24.1 Where a Breach Notice is served, to notify the Council within 28 days of service of the Breach Notice whether the Owner accepts or disputes the notice;

24.2 Where it notifies the Council that it disputes a Breach Notice (or it is unable to agree remedial steps):

(a) to include a reasoned response in the notice under paragraph 24.1 (if disputing the Breach Notice); and

(b) it may request, within 14 days of any time limit in the Breach Notice (or other extended timeframe as agreed with the Council in writing), that the matter be referred for determination by an expert;

24.3 Where it has notified the Council that it accepts a Breach Notice (or the expert has determined that it is valid), to

(a) comply with the requirements of the Breach Notice within the time limits specified by the Breach Notice (or other extended timeframe as agreed with the Council in writing);

(b) use reasonable endeavours to agree the following with the Council within 28 days of the notifying the Council that it accepts the Breach Notice:

(i) the steps required to remedy the breach; and

(ii) if applicable, any remedial works;

and

(c) commence and diligently proceed to remedy the breach within the time period specified in the Breach Notice (or such other period as may be agreed with the Council under sub-paragraph (a)) in accordance with the details agreed under sub-paragraph (a);

24.4 To comply with any requirements imposed on the Owner in connection with a Breach Notice by the expert within the time limits specified in the expert's determination;

24.5 Where it has failed to comply with a time limit of the Breach Notice or expert's determination in respect of a Breach Notice, to allow the Council, its agents, and contractors with or without workmen and equipment to enter:

(a) the Site and/or the Biodiversity Net Gain Site and

(b) other land in the Owner's control needed to access the Biodiversity Net Gain Site, at all reasonable times (following reasonable notice) to carry out works reasonably necessary to comply with the requirement of the Breach Notice or the expert's determination, as applicable, following reasonable notice; and

24.6 To pay the Council a sum equivalent to its reasonably and properly incurred costs in respect of carrying out the relevant works under paragraph 24.5 within 28 days of a notice requesting payment (such notice to include a breakdown of such costs)

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

THE COMMON SEAL OF)
WOKINGHAM BOROUGH COUNCIL)

was hereunto affixed in the presence of:)

Authorised Signatory/ Solicitor

SIGNED AS A DEED)

by the said TONY NASSER)

In the presence of:-)

Witness Signature:

Witness Name and Address:

Witness Occupation