

DATED 28 October **2025**

WOKINGHAM BOROUGH COUNCIL

- and -

CALA HOMES COMMUNITIES (ARBORFIELD) LIMITED

- and -

MARINO FAMILY TRUST COMPANY LIMITED

- and –

SIMON MARINO JASON MARINO AND AMBER MARINO

- and –

BDW TRADING LIMITED

- and -

VIVID HOUSING LIMITED

- and -

METROPOLITAN HOUSING TRUST LIMITED

- and -

COUNTRYSIDE PROPERTIES (UK) LIMITED

-and-

METROPOLITAN DEVELOPMENT SERVICES LIMITED

**pursuant to Section 106 and 106A of the
Town and Country Planning Act 1990 and
Section 111 Local Government Act 1972
relating to
Land at Hogwood Farm, Finchampstead**

THIS DEED is made the 28 day of October Two Thousand and Twenty-Five

BETWEEN

1. **WOKINGHAM BOROUGH COUNCIL** of Council Offices, Shute End, Wokingham, Berkshire RG40 1BN (the "**Council**");
2. **CALA HOMES COMMUNITIES (ARBORFIELD) LIMITED** (company registration number 11050597) of Cala House, The Causeway, Staines-Upon-Thames, England, TW18 3AX (the "**First Owner**");
3. **MARINO FAMILY TRUST COMPANY LIMITED** (company registration number 02289977) of Willow Wick Farm, Wick Hill Lane, Finchampstead, Wokingham RG40 3QH (the "**Second Owner A**");
4. **SIMON MARINO, JASON MARINO and AMBER MARINO** of Willow Wick Farm, Wick Hill Lane, Finchampstead, Berkshire RG40 3QH. (the "**Second Owner B**");

the **Second Owner A** and the **Second Owner B** shall together be defined as the "**Second Owner**"
5. **BDW TRADING LIMITED** (company registration number 0301873) of Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville Leicestershire LE67 1UF (the "**Third Owner**");
6. **METROPOLITAN HOUSING TRUST LIMITED** (company registration number IP16337R) of The Grange, 100 High Street, Southgate, London, N14 6PW (the "**Fourth Owner**");
7. **COUNTRYSIDE PROPERTIES (UK) LIMITED** (company registration number 00614864) of 1 Tower View, Kings Hill, West Malling, Kent, United Kingdom, United Kingdom, ME19 4UY (the "**Fifth Owner**"); and
8. **METROPOLITAN DEVELOPMENT SERVICES LIMITED** (company registration number 05623548) of The Grange, 100 High Street, Southgate, London, N14 6PW (the "**Sixth Owner**");
9. **VIVID HOUSING LIMITED** (a registered society with number 7544) of Peninsular House, Whard Road, Portsmouth, PO2 8HB (the "**Mortgagee**").

(together the "**Parties**").

RECITALS

- (A) For the purposes of the Town and Country Planning Act 1990 (as amended) (the "**Act**"), the Council is the local planning authority for the area within which the Application Site (as defined in the Principal Agreement) and the Full Application Site (as defined in this Deed) are located and is the authority that is entitled to enforce the obligations contained in the Principal Agreement and this Deed.
- (B) The First Owner is the freehold owner of part of the Application Site as registered at the Land Registry under title number BK496482 and is also the freehold owner of the Full Application Site as registered at the Land Registry under title number BK496482.

- (C) The Second Owner A is the freehold owner of part of the Application Site as registered at the Land Registry under title number BK132059 and the Second Owner B is the freehold owner of part of the Application Site as registered at the Land Registry under title number BK436385.
- (D) The Third Owner is freehold owner of part of the Application Site as registered at the Land Registry under title number BK521415.
- (E) The Fourth Owner is the freehold Owner of part of the Application Site as currently pending registration at the Land Registry with allocated title number BK538106 pursuant to a transfer of part dated 20 December 2024 made between Countryside Properties (UK) Limited and Metropolitan Housing Trust Limited.
- (F) The Fifth Owner is freehold owner of part of the Application Site by way of a transfer dated 20 December 2024 and two transfers dated 11 July 2025, all of which are transfers out of title number BK496482 and are in the process of being registered at the Land Registry.
- (G) The Sixth Owner is the freehold Owner of part of the Application Site as currently pending registration at the Land Registry with allocated title number BK538107 pursuant to a transfer of part dated 20 December 2024 made between Countryside Properties (UK) Limited and Metropolitan Development Services Limited.
- (H) The Mortgagee has the benefit of a registered charge dated 22 December 2021 over part of the Application Site within title number BK496482.
- (I) The Council is freehold owner of part of the Application Site as registered at the Land Registry under title number BK517751.
- (J) The Original Agreement was entered into on 14 November 2018.
- (K) The Original Agreement was varied by the First Deed of Variation on 3 April 2024.
- (L) On 21 October 2024, the First Owner submitted a full planning application with reference 242653 to the Council for the proposed erection of 48 residential dwellings with associated access, internal roads, parking, landscaping, drainage and cycle storage on the Full Application Site (the "**Full Planning Application**"). The Full Planning Application was validated by the Council on 31 October 2024.
- (M) On 24 October 2024, the First Owner submitted a reserved matters application with reference 242696 to the Council pursuant to the Planning Permission comprising details of sports pitches, a sports pavilion, allotments, car parking, play areas along with associated landscaping, highways and drainage infrastructure within the Application Site (the "**Reserved Matters Application**"). The Reserved Matters Application was validated by the Council on 31 October 2024.
- (N) On 5 November 2024, the First Owner submitted an application for a non-material amendment of the Planning Permission with reference 242811 to the Council to amend the approved parameter plans to reflect revised land use arrangements (the "**Non-Material Amendment**"). The Non-Material Amendment was validated by the Council on 5 November 2024.

- (O) This Deed is made pursuant to Section 106A of the Act and is supplemental to and varies the Original Agreement as varied by the First Deed of Variation ("Principal Agreement").
- (P) This Deed is also made pursuant to Section 106 of the Act in respect of the Full Planning Application to regulate the development of the Full Application Site.
- (Q) The Parties acknowledge that the obligations created in Schedule 1 and Schedule 2 of this Deed are for the purposes of Regulation 122 of the CIL Regulations 2010:
 - (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.

1. DEFINITIONS AND INTERPRETATION

- 1.1 Words and expressions defined in the Principal Agreement will have the same meaning as the words and expressions defined in Schedule 1 of this Deed unless the context otherwise requires.
- 1.2 Words and expressions defined in Schedule 2 of this Deed shall have the same meanings as set out in Schedule 1 of this Deed and where appropriate in the Principal Agreement unless the context otherwise requires.

2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any recital, clause, paragraph, schedule, plan or annex such reference (unless the context otherwise requires) is a reference to a recital, clause, paragraph, or schedule in this Deed or to a plan or annex annexed to 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 interchangeably 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 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.
- 2.6 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 any person deriving title through or under that party and in the case of the Council the successors to its statutory functions.

2.8 The clause headings shall not be taken into account for the purposes of the constructions or interpretation of this Deed.

3. LEGAL BASIS

3.1 This Deed is made pursuant to Section 106 and 106A of the Act, Section 111 Local Government Act 1972, Section 1 of the Localism Act 2011, s33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other powers so enabling to the intent that (a) the covenants in Schedule 1 shall bind the Owners and their successors in title to each and every part of the Application Site and (b) the covenants and obligations in Schedule 2 shall bind the First Owner and its successors in title to each and every part of the Full Application Site.

3.2 The covenants, restrictions and requirements imposed upon the First Owner under Schedule 2 of this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the First Owner and the First Owner's successors in title to the Full Application Site.

3.3 The provisions in this Deed shall not be enforceable against:

3.3.1 any statutory undertaker or public utility company who acquires or owns an interest in the Full Application Site for the sole purposes of undertaking their statutory functions or the supply of electricity gas water telecommunications highways or other utility services to the Full Application Site; or

3.3.2 the individual owners, lessees, or occupiers of any Dwelling within the Full Application Site or any mortgagee or chargee of any such Dwelling or any purchasers therefrom or any successors in title;

4. RELEASE AND LAPSE

This Deed shall lapse and be of no further effect (without any further act or deed on the part of any person) if prior to carrying out a material operation as defined in section 56(4) of the Town and Country Planning Act 1990 (as amended) pursuant to the Full Planning Permission the Full Planning Permission is quashed or revoked or modified so as to render this Deed or the Full Planning Permission unimplementable.

5. CONDITIONALITY

5.1 This Deed shall come into effect on the grant of the Full Planning Permission with the exception of the First and Second Schedules which shall come into effect on Commencement of Development of the Full Planning Permission.

6. VARIATIONS TO THE PRINCIPAL AGREEMENT

6.1 On Commencement of Development of the Full Planning Permission the Principal Agreement shall be construed as varied by the provisions of Schedule 1 of this Deed.

6.2 In all other respects, the Principal Agreement shall remain in full force and effect.

7. THE OWNERS' AND FIRST OWNERS' COVENANTS

- 7.1 The Owners covenant with the Council as set out in Schedule 1 to this Deed.
- 7.2 The First Owner covenants with the Council as set out in Schedule 2 to this Deed.

8. THE COUNCIL'S COVENANTS

- 8.1 The Council covenants with the First Owner as follows:
 - 8.1.1 To use all sums received from the First Owner under Schedule 2 of this Deed for the purposes specified in Schedule 2 of this Deed for which they are to paid or for such other purposes for the benefit of the Full Development in accordance with this Deed.
 - 8.1.2 in the event of any sum (or part) paid under the terms of Schedule 2 of this Deed remaining unallocated or unspent for the purposes referred to in Schedule 2 of this Deed for which the said 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) shall to that extent be repayable on demand to the person who made the payment 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.
 - 8.1.3 Subject to payment of the Council's reasonable administrative costs, to give the First Owner such evidence as the First Owner shall reasonably require in order to confirm the expenditure of the sums paid by the First Owner under Schedule 2 of this Deed.
 - 8.1.4 At the written request of the First Owner, subject to payment of the Council's reasonable administrative costs, to provide written confirmation of the discharge of the obligations contained in Schedule 2 of this Deed when satisfied that such obligations have been performed.

9. MISCELLANEOUS

- 9.1 The First Owner shall pay to the Council the Council's reasonable and proper legal costs incurred in the preparation, negotiation and completion of this Deed prior to the date of this Deed.
- 9.2 The First Owner shall not Commence the Full Development until the First Owner has paid the Monitoring Fee to the Council.
- 9.3 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.
- 9.4 No person shall be liable for a breach of any covenant or obligation in this Deed after he shall have parted with all interest in the Full Application Site or the part in respect of

which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.

- 9.5 Nothing in this Deed shall prohibit or limit the right to develop any part of the Full Application Site in accordance with a planning permission (other than one relating to the Full Development as specified in the Full Planning Application) granted (whether or not on appeal) after the date of this Deed.
- 9.6 This Deed shall be deemed a Local Land Charge and will be registered as such.
- 9.7 For the avoidance of doubt none of the provisions of the Contract (Rights of Third Parties) Act 1999 shall apply to this Deed.
- 9.8 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 provision of this Deed.
- 9.9 This Deed shall cease to have effect subject to all obligations due to be discharged or performed on the date this Deed ceases to have effect having been discharged and/or performed (insofar only as it has not already been complied with) if the Full Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 9.10 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.
- 9.11 Where any drawing, plan, specification, strategy or other document is required to be submitted for the Council's approval under this Deed subject to the proper prior discharge of clause 10.1 and 10.2 of this Deed by the relevant Party the Council shall consider the same and respond in writing within eight weeks of receipt of such a submission either approving, refusing or requesting further information and in the event of a refusal or request for further information shall respond within a further eight weeks to any subsequent submission and if the Council has not responded by the end of any eight week period following receipt of a submission then the relevant drawing, plan, specification, strategy or other document shall be deemed to be approved.

10. NOTICES

- 10.1 Any notice or other communication to be given under this Deed must be in writing and must be:
- 10.1.1 delivered by hand; or
- 10.1.2 sent by pre-paid first-class post or other next working day delivery service.
- 10.2 Any notice or other communication to be given under this Deed must be sent to the Council at the address referred to on page 1 of this Deed marked for the attention of:

Manager, Developer Contributions and emailed to
Developer.Contributions@wokingham.gov.uk

10.3 Any notice or other communication to be given under this Deed must be sent to the First Owner at the address referred to on page 1 of this Deed marked for the attention of: The Director of Planning and emailed to jrichards@cala.co.uk

10.4 A notice given under this Deed shall not be validly given if sent only by email or fax.

11. WAIVER

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

12. OWNERSHIP

12.1 The First Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of their interests in the Full Application Site occurring before all the obligations in Schedule 2 have been fully 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 Full Application Site or unit of occupation purchased by reference to a plan PROVIDED THAT this requirement shall not apply to the disposal of any individual dwellings.

13. INDEXATION AND PAYMENTS

13.1 Any contribution referred to in Schedule 2 of this Deed shall be Index Linked and therefore increased by an amount equivalent to the increase in the Index from the date of this Deed until the date of actual payment;

13.2 Where in this Deed any reference is made to a specific sum of money including the Contributions 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.

14. NO FETTER OF DISCRETION

Nothing contained or implied in this Deed fetters or restricts the Council's statutory rights, powers, discretions and responsibilities.

15. VAT

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

16. AGREEMENTS AND DECLARATIONS

16.1 The Parties agree that:

16.1.1 nothing in this Deed constitutes a planning permission or an obligation to grant planning permission; and

- 16.1.2 nothing in this Deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

17. ELECTRONIC SIGNATURES

The Parties agree that this Deed may be signed by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of the intention of all Parties to be bound by this Deed as if signed by manuscript signature by all Parties.

18. SECTION 73 APPLICATION

- 18.1 In the event that any new planning permission(s) are granted by the Council pursuant to Section 73 of the 1990 Act to vary or release a condition contained in the Full Planning Permission and unless otherwise agreed between the Parties:-

- 18.1.1 the obligations in this Deed shall relate to and bind any subsequent planning permission(s) in respect of the Full Application Site granted pursuant to Section 73 of the 1990 Act and the Full Application Site itself;
- 18.1.2 the definitions of Full Planning Application, Full Development and Full Planning Permission in Schedule 2 of this Deed shall be construed to include reference to any application under Section 73 of the 1990 Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s); and
- 18.1.3 this Deed shall be endorsed with the following words in respect of any future Section 73 application:-

"The obligations in this Deed relate to and bind the Full Application Site in respect of which a new planning permission referenced [] has been granted pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended)"

PROVIDED THAT nothing in this Clause shall fetter the discretion of the Council in determining any application(s) under Section 73 of the 1990 Act or the appropriate nature and/or quantum of Section 106 obligations in so far as they are different to those contained in this Deed and required pursuant to a determination under Section 73 of the 1990 Act whether by way of a new agreement, deed of variation or supplemental agreement pursuant to Section 106 and Section 106A and all other enabling powers of the 1990 Act.

19. MORTGAGEE'S LIABILITY

- 19.1 The Mortgagee acknowledges and declares that this Deed has been entered into by the First Owner with its consent and that the security of the Mortgagee over the relevant part of the Application Site which is subject to the registered charge shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the relevant part of the Application Site subject to the Mortgagee's interest or any part thereof, in which case it too will be bound by the relevant obligations as if it were a person deriving title from the First Owner to

the extent that such obligations apply to that part of the Application Site which is subject to the registered charge.

- 19.2 The Parties agree that a future mortgagee of the Full Application Site shall have no liability under this Deed unless it takes possession of the Full Application Site or any part of the Full Application Site in which case it too shall be bound by the provisions of this Deed as a person deriving title from the First Owner.

20. JURISDICTION

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

21. DELIVERY

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

22. DISPUTE RESOLUTION

- 22.1 Where any matter the subject of this Deed shall be in dispute the relevant parties shall use their reasonable endeavours to resolve the same within 20 Working Days of the dispute arising.
- 22.2 Failing the resolution of any such dispute within 20 Working Days of the same arising, it may be referred for determination in accordance with the provisions of this clause on the reference of any of the relevant parties to the dispute by notice to each other relevant party.
- 22.3 Any dispute disagreement or difference arising between the relevant parties with regard to their respective rights and obligations as to any matter or thing in any way arising out of or connected with this Deed shall be referred to the decision of a single Expert who shall either be jointly nominated by the relevant parties within a period of 10 Working Days of the reference or failing agreement on such nomination, the Expert shall be nominated 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 on the application of any relevant party PROVIDED THAT the relevant parties shall co-operate in good faith to agree the professional body chiefly relevant in England with the subject matter of the dispute (and failing agreement, the question shall be referred by any relevant party to the President of the Law Society for determination by him).
- 22.4 The determination of the Expert (including any determination as to the responsibility for payment of his own costs and those of the relevant parties) shall be final and binding upon the relevant parties save in the event of fraud or manifest error.
- 22.5 The terms of reference of any Expert appointed to determine a dispute disagreement or difference shall include the following:
- 22.5.1 the Expert shall call for representations from the relevant parties to the dispute within 15 Working Days of a reference to him under this Deed and require the relevant parties to exchange representations within this period;

- 22.5.2 the Expert shall allow the relevant parties to the determination 10 Working Days from the expiry of the period referred to under clause 22.5.1 above to make counter representations;
- 22.5.3 any representations or counter representations received out of time may be disregarded by the Expert;
- 22.5.4 the Expert shall be at liberty to call for such written evidence from the relevant parties and to seek such legal or other expert assistance as he or she may reasonably require;
- 22.5.5 the Expert shall not take oral representations from the relevant parties without giving all relevant parties the opportunity to be present and to give evidence and to cross-examine each other;
- 22.5.6 the Expert shall use all reasonable endeavours to provide the relevant parties with a written decision (including his reasons) within 20 Working Days of the last date for receipt of counter representations and he shall be entitled to call for such independent expert advice as he shall think fit; and
- 22.5.7 the Expert's costs and the costs of any independent expert advice called for by the Expert and the costs of the relevant parties of referring the matter to the Expert shall be included in his award.

SCHEDULE 1

Variations to the Principal Agreement

The Principal Agreement is modified as follows:

1. The following definition of "Additional Monitoring Fee" shall be inserted immediately after the definition of "Act" in the Principal Agreement:

""Additional Monitoring Fee" means the sum of £2,356.00 (two thousand three hundred and fifty-six pounds) calculated at a rate of £538.00 (five hundred and thirty-eight pounds) per additional planning obligation trigger plus for modified obligation triggers the difference between the average cost per obligation trigger in the Principal Agreement and the current rate of £538.00 per obligation trigger
2. The definition of "Allotments Land" in the Principal Agreement shall be deleted and the following definition inserted in its place:-

""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 1.475 hectares for the provision of allotment plots as shown for indicative purposes only on the Landscape and Open Spaces Parameter Plan".
3. The following definition of "Allotment Land Specification" shall be inserted immediately after the definition of "Allotments Land" in the Principal Agreement:

""Allotment Land Specification" means a specification for the works to and laying out of the Allotments Land to be submitted to and agreed by the Council in accordance with Part 3 of Schedule 5 of this Deed".
4. The following definition of "Astroturf Pitch 3G (third generation)" shall be inserted immediately after the definition of "Arborfield Garrison SDL" in the Principal Agreement:

""Astroturf Pitch 3G (third generation)" means a type of artificial playing surface specifically designed to meet the needs of different sports, including football and rugby, by closely replicating the playing characteristics of natural turf".
5. The following definition of "Astroturf Pitch 3G (third generation) Specification" shall be inserted immediately after the definition of "Astroturf Pitch 3G (third generation)" in the Principal Agreement:

""Astroturf Pitch 3G (third generation) Specification" means a detailed specification for the works to create the Astroturf Pitch 3G (third generation)".
6. The definition of "Certificate of Practical Completion" in the Principal Agreement shall be deleted and the following definition inserted in its place:

""Certificate of Practical Completion" means a certificate or individual certificates to be issued to the Owner by Council to certify practical completion of the laying out and the construction of the allotments on the Allotments Land, Astroturf Pitch 3G (third generation), Pavilion, Senior Football Turf Pitch and Informal Kick-About Area, Children's Play Areas, the Open Space and the SANGs".

7. The following definition of "Final Certificate" shall be inserted in the Principal Agreement:

"**Final Certificate**" means a certificate issued by the Council confirming that the works to which the certificate relates have been maintained to its reasonable satisfaction during the Maintenance Period and any remedial works have been completed".
8. The following definition of "**Full Application Site**" shall be added to the Principal Agreement:

"**Full Application Site**" means the land shown edged red on the Full Application Site Plan".
9. The following definition of "**Full Application Site Plan**" shall be added to the Principal Agreement:

"**Full Application Site Plan**" means the plan with reference 3232-A-1000-PL-A annexed to this Deed at Annex 8".
10. The following definition of "**Full Development**" shall be added to the Principal Agreement:

"**Full Development**" means the development authorised by the Full Planning Permission".
11. The following definition of "**Full Planning Application**" shall be added to the Principal Agreement

"**Full Planning Application**" means the full planning application submitted to the Council with reference 242653 for the proposed erection of 48 residential dwellings with associated access, internal roads, parking, landscaping, drainage and cycle storage".
12. The following definition of "**Full Planning Permission**" shall be added to the Principal Agreement

"**Full Planning Permission**" means the planning permission to be granted by the Council pursuant to the Full Planning Application".
13. The definition of "Landscape and Open Spaces Parameter Plan" in the Principal Agreement shall be deleted and replaced by the following definition:

"**Landscape and Open Spaces Parameter Plan**" means plan with reference CB_12_103_PARAMETER PLAN_004 Rev N annexed to this Deed at Annex 4".
14. The definition of "**Land Use Parameter Plan**" in the Principal Agreement shall be deleted and replaced by the following definition:

"**Land Use Parameter Plan**" means the plan with reference CB_12_103_PARAMETER PLAN_001 Rev N annexed to this Deed at Schedule 12".
15. The following definition of "**Maintenance Period (Senior Football Turf Pitch and Informal Kick-About Area)**" shall be added to the Principal Agreement:

"Maintenance Period (Senior Football Turf Pitch and Informal Kick-About Area)" means the period of 12 calendar months (or such shorter period as agreed by the Council in writing) from the date of the relevant Certificate of Practical Completion confirming completion of the Senior Football Turf Pitch and Informal Kick-About Area".

16. The following definition of **"Pavilion"** shall be added to the Principal Agreement:

"Pavilion" means the pavilion building and associated car park comprising part of the Sports Hub to be constructed in accordance with the Pavilion Specification and comprising a net internal area of 365 square metres".

17. The following definition of **"Pavilion Specification"** shall be added to the Principal Agreement:

"Pavilion Specification" means the initial outline specification for the construction of the Pavilion appended to this Deed at Annex 9 as the basis for the final specification and that final specification to be agreed in writing by the Council prior to the letting of a contract to construct the Pavilion".

18. The definition of **"Playing Pitches Provision"** in the Principal Agreement shall be deleted and the following definition inserted in its place:

"Playing Pitches Provision" means the provision of land sufficient to accommodate an approximate area of 1.75 hectares of playing pitches on the Land as shown indicatively on the Landscape and Open Spaces Parameter Plan".

19. The definition of **"Sports Hub"** in the Principal Agreement shall be deleted and the following definition inserted in its place:

"Sports Hub" means a sports complex comprising Senior Football Turf Pitch and Informal Kick-About Area,, Astroturf Pitch 3G (third generation) the Pavilion and car parking, a drainage basin, landscaping and footpaths, which will deliver the Playing Pitches Provision".

20. The definition of **"Sports Hub Land"** in the Principal Agreement shall be deleted and the following definition inserted in its place:

"Sports Hub Land" means the land shown on drawing number 3232_C_1006_PL_B comprising the Sports Hub appended to this Deed at Annex 11".

21. The table at Paragraph 12 of Part 2 of Schedule 5 in the Principal Agreement shall be deleted and replaced with the following updated table:

Children's Play Area Table:

Updated Children's Play Areas	Children's Play Areas Completion payment triggers	Children's Play Areas Maintenance Sum
LEAP1 in combination with LAP	Prior to Occupation of the 25 th Dwelling in aggregate	£135,040 (LEAP) And £10,453 (LAP)

	across the combination of any of the following Development Parcels: P2, P6, P7, P8 and P9	
LLAP1	Prior to Occupation of the 25 th Dwelling in aggregate across the combination of the following Development Parcels: P2, P3, P4, P5 and P6	£168,800
LEAP2	Prior to Occupation of the 25 th Dwelling in aggregate across the combination of any of the following Development Parcels: P10, P11, P12a and P12b	£135,040 (LEAP)
LAP	Prior to Occupation of the 46 th Dwelling on the Full Application Site	£10,453
NEAP in combination with LAP	Prior to Occupation of the 25 th Dwelling in aggregate across the combination of the following Development Parcels: P6, P7, P10, P11 and NC	£384,000 (NEAP) and £10,454 (LAP)
LLAP2	Prior to Occupation of the 46 th Dwelling on the Full Application Site	£168,800
BMX Facility	Prior to Occupation of the 46 th Dwelling on the Full Application Site	£101,280

22. The **"Landscape and Open Spaces Parameter Plan"** at Annex 4 of the Principal Agreement shall be deleted and replaced with the **"Landscape and Open Spaces Parameter Plan"** at Schedule 3 of this Deed.
23. The **"Land Use Parameter Plan"** at Schedule 12 of the Principal Agreement shall be deleted and replaced with the **"Land Use Parameter Plan"** at Schedule 3 of this Deed.
24. The "Full Application Site Plan" at Schedule 3 of this Deed shall be included as Annex 8 of the Principal Agreement.
25. The Pavilion Specification at Schedule 3 of this Deed shall be inserted as Annex 9 of the Principal Agreement.
26. The "Sports Hub Landscape Proposals Plan" at Schedule 3 of this Deed shall be inserted as Annex 10 of the Principal Agreement.
27. Part 3 of Schedule 5 of the Principal Agreement shall be deleted and the following new Part 3 of Schedule 5 set out below inserted in its place:
28. An additional sub clause shall be inserted in clause 10 of the Principal Agreement as follows:

"10.3 The Developer covenants with the Council to pay the Additional Monitoring Fee to the Council on or prior to 31 October 2025"

"Part 3

ALLOTMENTS

The Owners covenant with the Council:

1. Prior to the Occupation of the 10th Dwelling to be Occupied within Development Parcels P4 and P5 combined of the Development (as shown and marked on the Landscape and Open Spaces Parameter Plan) to submit in writing to the Council the Allotment Land Specification;
2. Not to Occupy or allow Occupation of more than 9 Dwellings within Development Parcels P4 and P5 combined of the Development (as shown and marked on the Landscape and Open Spaces Parameter Plan) until the Allotment Land Specification has been approved in writing by the Council;
3. To complete the works to the Allotments Land in accordance with the approved Allotment Land Specification either prior to Occupation of the 35th Dwelling within the Full Development OR prior to the Occupation of the 100th Dwelling within Development Parcels P4 and P5 combined (as shown and marked on the Landscape and Open Spaces Parameter Plan) whichever is the earlier.
4. In the event that the obligation to complete the works to the Allotments Land in accordance with the Allotment Land Specification is triggered by Occupation of Dwellings in the Development pursuant to paragraph 3 Part 3 of Schedule 5 of this Deed:-

- 4.1 Following the completion of works to the Allotments Land in accordance with the approved Allotment Land Specification the Owners shall serve notice on the Council inviting them to inspect the Allotments Land and issue a Certificate of Practical Completion confirming that the works to the Allotments Land have been completed to the reasonable satisfaction of the Council in accordance with the Allotment Land Specification;
 - 4.2 To allow access as reasonably required by the Council on 10 Working Days' notice in writing from the Council to carry out the necessary surveys, tests and investigations to assess whether the works to the Allotments Land have been carried out in accordance with the Allotment Land Specification;
 - 4.3 If the Council reasonably requires remedial works to be carried out to the Allotments Land prior to issuing the Certificate of Practical Completion, the Owners shall carry out such remedial works as soon as reasonably practicable to the satisfaction of the Council acting reasonably; and
 - 4.4 Within three months of the Council issuing the Certificate of Practical Completion the Owners shall deliver the duly executed Transfer of the Allotments Land to the Council and the parties shall then be obliged duly to complete that Transfer."
29. Part 4 of Schedule 5 of the Principal Agreement shall be deleted and the following new Part 4 of Schedule 5 set out below inserted in its place:-

"PART 4

SPORTS HUB LAND

Part 4a (Astroturf Pitch 3G (third generation))

The Owners covenant with the Council:

1. Prior to the Occupation of the 10th Dwelling to be Occupied within Development Parcels P4 and P5 combined of the Development (as shown and marked on the Landscape and Open Spaces Parameter Plan) to submit in writing to the Council the Astroturf Pitch 3G (third generation) Specification;
2. Not to Occupy or allow Occupation of more than 9 Dwellings within Development Parcels P4 and P5 combined of the Development (as shown and marked on the Landscape and Open Spaces Parameter Plan) until the Astroturf Pitch 3G (third generation) Specification has been approved in writing by the Council;
3. To complete the works to the Astroturf Pitch 3G (third generation) in accordance with the approved Astroturf Pitch 3G (third generation) Specification either prior to Occupation of the 40th Dwelling within the Full Development OR prior to the Occupation of the 100th Dwelling within Development Parcels P4 and P5 combined (as shown and marked on the Landscape and Open Spaces Parameter Plan) whichever is the earlier.
4. In the event that the obligation to complete of the works to the Astroturf Pitch 3G (third generation) in accordance with the Astroturf Pitch 3G (third generation) Specification is

triggered by Occupation of Dwellings in the Development pursuant to paragraph 3 Part 4a of Schedule 5 of this Deed:-

- 4.1 Following the completion of the works to create the Astro turf Pitch 3G (third generation) in accordance with the approved Astro turf Pitch 3G (third generation) Specification the Owners shall serve notice on the Council inviting them to inspect the Astro turf Pitch 3G (third generation) and issue a Certificate of Practical Completion confirming that the works to the Astro turf Pitch 3G (third generation) have been completed to the reasonable satisfaction of the Council in accordance with the Astro turf Pitch 3G (third generation) Specification;
- 4.2 To allow access as reasonably required by the Council on 10 Working Days' notice in writing from the Council to carry out the necessary surveys, tests and investigations to assess whether the works to the Astro turf Pitch 3G (third generation) have been carried out in accordance with the Astro turf Pitch 3G (third generation) Specification;
- 4.3 If the Council reasonably requires remedial works to be carried out to the Astro turf Pitch 3G (third generation) prior to issuing the Certificate of Practical Completion, the Owners shall carry out such remedial works as soon as reasonably practicable to the satisfaction of the Council acting reasonably; and
- 4.4 Within three months of the Council issuing the Certificate of Practical Completion the Owners shall deliver the duly executed Transfer of the Astro turf Pitch 3G (third generation) to the Council and the parties shall then be obliged duly to complete that Transfer".

Part 4b (Pavilion)

The Owners covenant with the Council:

1. To execute the works to create the Pavilion in accordance with the Pavilion Specification either prior to Occupation of the 40th Dwelling within the Full Development OR prior to the Occupation of the 100th Dwelling within Development Parcels P4 and P5 combined (as shown and marked on the Landscape and Open Spaces Parameter Plan) whichever is the earlier.
2. In the event that the obligation to complete of the works to the Pavilion in accordance with the Pavilion Specification is triggered by Occupation of Dwellings in the Development pursuant to paragraph 1 Part 4b of Schedule 5 of this Deed:-
 - 2.1 Following the completion of works to create the Pavilion in accordance with the approved Pavilion Specification the Owners shall serve notice on the Council inviting them to inspect the Pavilion and issue a Certificate of Practical Completion confirming that the works to create the Pavilion have been completed to the reasonable satisfaction of the Council in accordance with the Pavilion Specification;
 - 2.2 To allow access as reasonably required by the Council on 10 Working Days' notice in writing from the Council to carry out the necessary surveys, tests and

investigations to assess whether the works to the Pavilion have been carried out in accordance with the Pavilion Specification;

- 2.3 If the Council reasonably requires remedial works to be carried out to the Pavilion prior to issuing the Certificate of Practical Completion, the Owners shall carry out such remedial works as soon as reasonably practicable to the satisfaction of the Council acting reasonably; and
- 2.4 Within three months of the Council issuing the Certificate of Practical Completion the Owners shall deliver the duly executed Transfer of the Pavilion to the Council and the parties shall then be obliged duly to complete that Transfer".

Part 4c (Senior Football Turf Pitch and Informal Kick-About Area)

The Owners covenant with the Council:

1. Prior to the Occupation of the 10th Dwelling to be Occupied within Development Parcels P4 and P5 combined of the Development (as shown and marked on the Landscape and Open Spaces Parameter Plan) to submit the Senior Football Turf Pitch and Informal Kick-About Area Specification to the Council for the Council's written approval;
2. Not to Occupy or allow Occupation of more than 9 Dwellings within Development Parcels P4 and P5 combined of the Development (as shown and marked on the Landscape and Open Spaces Parameter Plan) until the Senior Football Turf Pitch and Informal Kick-About Area Specification has been approved in writing by the Council;
3. To complete the works to create the Senior Football Turf Pitch and Informal Kick-About Area in accordance with the approved the Senior Football Turf Pitch and Informal Kick-About Area Specification either prior to Occupation of the 40th Dwelling within the Full Development OR prior to the Occupation of the 100th Dwelling within Development Parcels P4 and P5 combined (as shown and marked on the Landscape and Open Spaces Parameter Plan) whichever is the earlier.
4. In the event that the obligation to complete of the works to the Senior Football Turf Pitch and Informal Kick-About Area in accordance with the Senior Football Turf Pitch and Informal Kick-About Area Specification is triggered by Occupation of Dwellings in the Development pursuant to paragraph 3 Part 4c of Schedule 5 of this Deed:
 - 4.1 Following the completion of works to create the Senior Football Turf Pitch and Informal Kick-About Area in accordance with the Senior Football Turf Pitch and Informal Kick-About Area Specification the First Owner shall serve notice on the Council inviting them to inspect the Senior Football Turf Pitch and Informal Kick-About Area and issue a Certificate of Practical Completion confirming that the Senior Football Turf Pitch and Informal Kick-About Area has been completed to the reasonable satisfaction of the Council in accordance with the Senior Football Turf Pitch and Informal Kick-About Area Specification;
 - 4.2 To allow access as reasonably required by the Council on 10 Working Days' notice in writing from the Council to carry out the necessary surveys, tests and investigations to assess whether works to the Senior Football Turf Pitch and Informal Kick-About Area

have been carried out in accordance with the Senior Football Turf Pitch and Informal Kick-About Area Specification;

4.3 If the Council reasonably requires remedial works to be carried out to the Senior Football Turf Pitch and Informal Kick-About Area prior to issuing the Certificate of Practical Completion, the Owners shall carry out such remedial works as soon as reasonably practicable to the satisfaction of the Council acting reasonably;

4.4 Following issue of a Certificate of Practical Completion in respect of the Senior Football Turf Pitch and Informal Kick-About Area the First Owner shall:

4.4.1 until completion of the Transfer under paragraph 6 of Part 4c of this Schedule maintain the Senior Football Turf Pitch and Informal Kick-About Area throughout the Maintenance Period (Senior Football Turf Pitch and Informal Kick-About Area) to the reasonable satisfaction of the Council but shall not be required to open the Senior Football Turf Pitch and Informal Kick-About Area for use during the Maintenance Period (Senior Football Turf Pitch and Informal Kick-About Area).

5. On expiration of the Maintenance Period (Senior Football Turf Pitch and Informal Kick-About Area) the Owners shall:

5.1 serve notice on the Council inviting the Council to inspect the Senior Football Turf Pitch and Informal Kick-About Area and issue a Final Certificate confirming that such works have been maintained to its reasonable satisfaction;

5.2 if the Council identifies necessary remedial works to the Senior Football Turf Pitch and Informal Kick-About Area, to complete such remedial works to the reasonable satisfaction of the Council as soon as reasonably practicable;

5.3 upon completion of any remedial works, to serve notice on the Council inviting the Council to inspect the remedial works identified by them pursuant to paragraph 5.2 and issue a Final Certificate confirming that the Senior Football Turf Pitch and Informal Kick-About Area has been maintained to the reasonable satisfaction of the Council

PROVIDED THAT the inspection procedure identified in paragraphs 5.2 and 5.3 shall be repeated until such time as the Council issues a Final Certificate in relation to the Senior Football Turf Pitch and Informal Kick-About Area

6. Within 5 Working Days of the issue of the Final Certificate for the Senior Football Turf Pitch and Informal Kick-About Area to deliver a duly executed Transfer of the Senior Football Turf Pitch and Informal Kick-About Area to the Council and the parties shall then be obliged duly to complete that Transfer"

SCHEDULE 2

OBLIGATIONS RELATION TO THE FULL APPLICATION SITE

1. DEFINITIONS AND INTERPRETATION

1.1 Words and expressions defined in the Principal Agreement as modified by Schedule 1 of this Deed will have the same meaning in Schedule 2 of this Deed unless the context otherwise requires.

1.2 In this Deed the following words and expressions shall have the following meanings unless the context otherwise requires:-

"Affordable Housing" means housing of different tenures provided with subsidy support for people who are unable to resolve their needs in the private housing market because of the relationship between local housing cost and their incomes such housing being provided for in conformity with the advice contained in the National Planning Policy Framework published by the Ministry for Housing, Communities & Local Government.

"Allotments Land" means the land to be laid out as allotments in accordance with the Allotment Land Specification as shown indicatively shaded brown on the Landscape and Open Spaces Parameter Plan and the Land Use Parameter Plan for the provision of allotment plots.

"Allotment Land Specification" means a specification for the works to and laying out of the Allotments Land to be submitted to and agreed by the Council in accordance with paragraph 1 of Schedule 2 to this Deed.

"Astroturf Pitch 3G (third generation)" means a type of artificial playing surface specifically designed to meet the needs of different sports, including football and rugby, by closely replicating the playing characteristics of natural turf.

"Astroturf Pitch 3G (third generation) Specification" means a detailed specification for the works to create the Astroturf Pitch 3G (third generation).

"Build Costs" means the build costs comprising construction of the Full Development supported by evidence of these costs to the Council's reasonable satisfaction including but not limited to:

- (a) details of payments made or agreed to be paid in the relevant building contract;
- (b) receipted invoices;
- (c) costs certified by the First Owner's quantity surveyor, costs consultant or agent;
- (d) costs of S106 planning obligations and CIL charges; and
- (e) in respect of estimated build costs, any contingency on costs allowance; but for the avoidance of doubt actual and estimated build costs exclude:
 - (i) design, professional, finance, legal and marketing costs; and
 - (ii) all internal costs of the First Owner including but not limited to project management costs, overheads and administration expenses; and
 - (iii) any costs arising from Fraudulent Transactions;
- (f) and in respect of actual build costs, these should also exclude any contingency on costs allowance.

"Bus Contribution" means the sum of £43,872 (FORTY-THREE THOUSAND EIGHT HUNDRED AND SEVENTY-TWO POUNDS) payable by the First Owner to the Council to be used towards improvements to bus services and related bus stops in the vicinity of the Full Application Site.

"Certificate of Practical Completion" means a certificate to be issued to the First Owner by the Council to certify practical completion of the laying out and / or construction of the Allotments, the Senior Football Turf Pitch and Informal Kick-About Area, Astroturf Pitch 3G (third generation) and the Pavilion and car park.

"CIL Regulations" means the Community Infrastructure Levy Regulations 2010 (as amended).

"Commencement of Development" means the date on which any material operation under Section 56(4) of the Act comprised in the Full Development begins to be carried out pursuant to the Full Planning Permission but shall not include site clearance works, demolition works, site inspection works, remediation works, archaeological investigations, laying of services, erection of temporary fences or site compounds and "Commence", "Commencing" and "Commencement" shall be construed accordingly.

"Deed" means this Deed.

"Development Parcel" means the individual development parcels shown on the Landscape and Open Spaces Parameter Plan and **"Development Parcels"** shall be construed accordingly.

"Disposal" means the sale of the freehold or the grant of a long leasehold interest in a Dwelling or the Full Development or part thereof and **"Dispose"**, **"Disposes"**, **"Disposals"** and **"Disposed"** shall be construed accordingly.

"Dwelling" means any dwelling (including a house flat or maisonette with associated garden garage driveway and parking spaces) to be constructed on the Full Application Site pursuant to the Full Planning Permission and **"Dwellings"** shall be construed accordingly.

"First Deed of Variation" means the deed of variation of the Original Agreement dated 3 April 2024 made between (1) Wokingham Borough Council, (2) Legal & General Homes Communities (Arborfield) Limited, Marino Family Trust Company Limited, (4) BDW Trading Limited and (5) Vivid Housing Limited.

"External Consultant" means an independent external consultant(s) appointed by the Council to assess the development viability information as part of the assessment of the Late Stage Review process.

"Formula 3" means the formula identified as "Formula 3" in Part 5, paragraph 2.3 of this Schedule 2

"Fraudulent Transaction" means:

- (a) a transaction the purpose or effect of which is to artificially reduce the Late Stage Review actual GDV and/or artificially increase the Late Stage Review actual Build Costs; or
- (b) a Disposal that is not an arm's length third party bona fide transaction

and **"Fraudulent Transactions"** shall be construed accordingly

"Full Application Site" means the land shown edged red on the Full Application Site Plan.

"Full Application Site Plan" means the plan with reference 3232-A-1000-PL-A annexed to this Deed at Schedule 3.

"Full Development" means the development authorised by the Full Planning Permission.

"Full Planning Application" means the full planning application to the Council with reference 242653 for the proposed erection of 48 residential dwellings with associated access, internal roads, parking, landscaping, drainage and cycle storage.

"Full Planning Permission" means the planning permission to be granted by the Council pursuant to the Full Planning Application.

"GDV" means the gross development value of the Full Development being all of the revenues received or estimated to be received by the First Owner in connection with all parts of the Full Development including but not limited to the rental value of any units

to be rented out which are capitalised being a yield, car parking spaces and any rents generated by any other use, all circumstances being 'normal' when rented to a willing purchaser on the open market and including all Public Subsidy and consistent with those elements reviewed at the Full Planning Application stage (if applicable) supported by evidence to the Council's reasonable satisfaction.

"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 under Schedule 2 of this Deed shall be varied by movements in the Index between the date of this Deed 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 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

(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 3% (three percent) above the base rate for the time being of the Bank of England.

"Landscape and Open Spaces Parameter Plan" means the plan appended to this Deed at Schedule 3 with reference CB_12_103_PARAMETER PLAN_004 Rev N. and annexed to the Principal Agreement at Annex 4.

"Land Use Parameter Plan" means the plan appended to this Deed at Schedule 3 with reference CB_12_103_PARAMETER PLAN_001 Rev N and annexed to the Principal Agreement at Schedule 12.

"Late Stage Review" means a review and assessment to be undertaken by a Viability Expert which shall provide documentary evidence to the Council regarding the calculation of any sum which following consideration of the late stage viability information prepared following the Late Stage Review Date by or on behalf of the First Owner to be reviewed by the External Consultant in accordance with Part 5 of this Schedule should be payable by the First Owner to the Council towards Affordable Housing within the Wokingham Borough in order to provide a policy compliant scheme.

"Late Stage Review Contribution" means a financial contribution for the provision of off-site Affordable Housing within the administrative area of the Council subject to the Late Stage Review Contribution Cap and calculated in accordance with Formula 3.

"Late Stage Review Date" means the date on which 75 per cent of the Dwellings within the Full Development have been Disposed unless otherwise agreed by the Council in writing.

"Maintenance Period (Senior Football Turf Pitch and Informal Kick-About Area)" means the period of 12 calendar months from the date of the relevant Certificate of Practical Completion confirming completion of the Senior Football Turf Pitch and Informal Kick-About Area.

"Market Value" means the estimated amount for which a Dwelling should be sold on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after a reasonable period of proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion

"Mayor's Affordable Housing and Viability SPG" means the "Affordable Housing and Viability Supplementary Planning Guidance" published by the Mayor of London in August 2017 or any update or replacement guidance.

"Monitoring Fee" means a sum calculated at a rate of £538.00 (five hundred and thirty eight pounds) per planning obligation trigger in this Deed (based on the Council's annual Section 106 monitoring costs divided by the annual average number of planning obligation triggers over the preceding five year period) which shall amount to a total sum of [£19,368 (nineteen thousand three hundred and sixty eight pounds)].

"My Journey Contribution" means the sum of £29,376 (TWENTY NINE THOUSAND THREE HUNDRED AND SEVENTY SIX POUNDS) (£612 per Dwelling) to be paid by the First Owner to the Council to be used towards the implementation of My Journey initiative in respect of this Full Development.

"NHS Contribution" means the sum of £43,497.00 (FORTY THREE THOUSAND FOUR HUNDRED AND NINETY SEVEN POUNDS) payable by the First Owner to the Council to be used towards the funding of an estate project to create additional health facilities to serve residents of the development; to be provided either within the Swallowfield Medical Practice or Finchampstead Practice and/or other facilities or services within the vicinity of the Full Development.

"Occupation" means first beneficial occupation for the purposes permitted by the Full Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupied", "Occupy" and "Occupier" shall be construed accordingly.

"Open Market Dwellings" means Dwellings within the Full Development that are not Affordable Housing dwellings.

"Original Agreement" means an agreement dated 14 November 2018 pursuant to section 106 of the 1990 Act (and other enabling powers) relating to the Application Site

entered into by (1) Marino Family Trust Company Limited (2) Simon Marino and Amber Marino (3) Alison Jayne Marino (4) Hazel Violette Marino (5) Legal & General Homes Communities (Arborfield) Limited and (6) Wokingham Borough Council).

"Owners" means the First Owner, the Second Owner, the Third Owner, the Fourth Owner, the Fifth Owner and the Sixth Owner.

"Pavilion" means the pavilion building and associated car park comprising part of the Sports Hub to be constructed in accordance with the Pavilion Specification and comprising a net internal area of 365 square metres.

"Pavilion Specification" means the initial outline specification for the construction of the Pavilion appended to this Deed at Schedule 3 as the basis for the final specification and that final specification to be agreed in writing by the Council prior to the letting of a contract to construct the Pavilion.

"Planning Permission" means planning permission reference 181194 granted by the Council on 14 November 2018 for development of the Application Site.

"Playing Pitches Provision" means the provision of land sufficient to accommodate an approximate area of 1.75 hectares of playing pitches on the Land (as defined in the Principal Agreement) as shown indicatively on the Landscape and Open Spaces Parameter Plan.

"Principal Agreement" means the Original Agreement varied by the First Deed of Variation.

"Public Subsidy" means any funding from the Council together with any additional public subsidy secured by the First Owner to support the delivery of the Full Development.

"PV Panel Contribution" means the sum of £10,850 (TEN THOUSAND EIGHT HUNDRED AND FIFTY POUNDS) to be paid by the First Owner to the Council to be used towards the installation of photovoltaic panels to serve the users of the Allotments Land.

"Registered Provider" or "RP" shall mean either:

- (a) a registered provider within the meaning of the Housing & Regeneration Act 2008 or any statutory modifications made thereto; or
- (b) the Council.

"Reserved Matters Site" means the land shown edged red on drawing number 3232_A_1100_PL_A appended to this Deed at Schedule 3.

"SAMM Contribution" means the sum of £51,195 (FIFTY ONE THOUSAND ONE HUNDRED AND NINETY FIVE POUNDS) payable by the First Owner to the Council to be used towards the management and monitoring of strategic access to the Thames Basin Heaths Special Protection Area as calculated on the basis of:

£563.00 per 1 bed Dwelling

£784.00 per 2 bed Dwelling

£1,042.00 per 3 bed Dwelling

£1,225.00 per 4 bed Dwelling

£1,400.00 per 5+ bed Dwelling¹.

"SANG" means 0.92 hectares of Suitable Alternative Natural Greenspace created on the SANG Land.

"SANG Land" means part of the land shown shaded dark green and marked 'SANGS' on the Landscape and Open Spaces Parameter Plan.

"Senior Football Turf Pitch and Informal Kick-About Area" means respectively the areas marked 'Senior Football Turf Pitch (11v11)' and Informal Kick-About Area on the Sports Hub Landscape Proposals Plan at Schedule 3 of this Deed.

"Senior Football Turf Pitch and Informal Kick-About Area Specification" means a detailed specification for the works to create the Senior Football Turf Pitch and Informal Kick-About Area.

"Shared Ownership Housing" shall mean housing provided by a Registered Provider where the occupier will initially be offered an equity share in the property of 35% (with an option of purchasing a greater share either initially or subsequently should the occupier so wish) and pays a maximum rent of 1.5% per annum on the value of the unsold equity.

"Sports Hub" means a sports complex comprising Senior Football Turf Pitch and Informal Kick-About Area, Astro turf Pitch 3G (third generation) the Pavilion and car parking, a drainage basin, landscaping and footpaths, which will deliver the Playing Pitches Provision.

"Sports Hub Landscape Proposals Plan" means a suite of three plans with the following drawing numbers: CSA/6689/142 Rev B, CSA/6689/143 Rev B and CSA/6689/144 Rev B annexed to this Deed at Schedule 3.

"Sports Hub Land" means the land comprising the Sports Hub shown on drawing 3232_C_1006_PL_B appended to this Deed at Schedule 3.

"Sports Hub Specification" means a detailed specifications including both the Astro turf Pitch 3G (third generation) Specification and the Senior Football Turf Pitch and Informal Kick-About Area Specification (but not including the Pavilion).

"Viability Expert" means an independent and suitable person holding appropriate professional qualifications appointed by the First Owner (and subject of the prior written approval by the Council) to undertake the Late Stage Review of viability of the Full Development.

"Transfer" means transfer of the ownership of any part of the Reserved Matters Site to the Council (or some other party who the Council elects to undertake its function 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 any part of the Reserved Matters Site

¹ Development within 5km of the SPA

is vested in the Council, and "Transfers" and "Transferred" shall be construed accordingly.

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

Planning Obligations relating to the Full Planning Permission

Part 1– Open Space

The First Owner covenants with the Council as follows:

Allotments

1. Within six months of Commencement of Development to submit the Allotment Land Specification to the Council for the Council's approval.
2. Not to Occupy or allow Occupation of any Dwellings within the Full Development until the Allotment Land Specification has been approved in writing by the Council.
3. To complete the works to the Allotments Land in accordance with the approved Allotment Land Specification either prior to Occupation of the 35th Dwelling within the Full Development OR prior to the Occupation of the 100th Dwelling within Development Parcels P4 and P5 combined (as shown and marked on the Landscape and Open Spaces Parameter Plan) whichever is the earlier.
4. In the event that the obligation to complete of the works to the Allotments Land in accordance with the Allotment Land Specification is triggered by Occupation of Dwellings in the Full Development pursuant to paragraph 3 Part 1 of Schedule 2 of this Deed:
 - 4.1 Following the completion of works to the Allotments Land in accordance with the approved Allotment Land Specification the First Owner shall serve notice on the Council inviting them to inspect the Allotments Land and issue a Certificate of Practical Completion confirming that the works to the Allotments Land have been completed to the reasonable satisfaction of the Council in accordance with the Allotment Land Specification;
 - 4.2 To allow access as reasonably required by the Council on 10 Working Days' notice in writing from the Council to carry out the necessary surveys, tests and investigations to assess whether the works to the Allotments Land have been carried out in accordance with the Allotments Land Specification;
 - 4.3 If the Council reasonably requires remedial works to be carried out to the Allotments Land prior to issuing the Certificate of Practical Completion, the First Owner shall carry out such remedial works as soon as reasonably practicable to the satisfaction of the Council acting reasonably; and

- 4.4 Within three months of the Council issuing the Certificate of Practical Completion the First Owner shall deliver the duly executed Transfer of the Allotments Land to the Council and the parties shall then be obliged duly to complete that Transfer.

Sports Hub - Astroturf Pitch 3G (third generation)

5. Within six months of Commencement of Development to submit the Astroturf Pitch 3G (third generation) Specification to the Council for the Council's written approval.
6. Not to Occupy any Dwelling within the Full Development until the Astroturf Pitch 3G (third generation) Specification has been approved in writing by the Council.
7. To complete the works to create the Astroturf Pitch 3G (third generation) in accordance with the approved Astroturf Pitch 3G (third generation) Specification either prior to Occupation of the 40th Dwelling within the Full Development OR prior to the Occupation of the 100th Dwelling within Development Parcels P4 and P5 combined (as shown and marked on the Landscape and Open Spaces Parameter Plan) whichever is the earlier.
8. In the event that the obligation to complete the works to create the Astroturf Pitch 3G (third generation) in accordance with the Astroturf Pitch 3G (third generation) Specification is triggered by Occupation of Dwellings in the Full Development pursuant to paragraph 7 Part 1 of Schedule 2 of this Deed:
- 8.1 Following the completion of works to create the Astroturf Pitch 3G (third generation) in accordance with the Astroturf Pitch 3G (third generation) Specification the First Owner shall serve notice on the Council inviting them to inspect the Astroturf Pitch 3G (third generation) and issue a Certificate of Practical Completion confirming that the Astroturf Pitch 3G (third generation) has been completed to the reasonable satisfaction of the Council in accordance with the Astroturf Pitch 3G (third generation) Specification;
- 8.2 To allow access as reasonably required by the Council on 10 Working Days' notice in writing from the Council to carry out the necessary surveys, tests and investigations to assess whether works to create the Astroturf Pitch 3G (third generation) have been carried out in accordance with the Astroturf Pitch 3G (third generation) Specification:
- 8.3 If the Council reasonably requires remedial works to be carried out to create the Astroturf Pitch 3G (third generation) prior to issuing the Certificate of Practical Completion, the First Owner shall carry out such remedial works as soon as reasonably practicable to the satisfaction of the Council acting reasonably;
- 8.4 Within three months of the Council issuing the issue of the Certificate of Practical Completion the First Owner shall deliver the duly executed Transfer of the Sports Hub (excluding the Pavilion) to the Council in accordance with the Sports Hub Specification and the parties shall then be obliged duly to complete that Transfer.

Sports Hub - Pavilion

9. To execute the works to create the Pavilion in accordance with the Pavilion Specification either prior to Occupation of the 40th Dwelling within the Full Development OR prior to the Occupation of the 100th Dwelling within Development Parcels P4 and P5 combined (as shown and marked on the Landscape and Open Spaces Parameter Plan) whichever is the earlier.

10. In the event that the obligation to execute and complete the Pavilion works in accordance with the Pavilion Specification is triggered by Occupation of Dwellings in the Full Development pursuant to paragraph 12 Part 1 of Schedule 2 of this Deed:
 - 10.1 Following the completion of works to create the Pavilion in accordance with the Pavilion Specification the First Owner shall serve notice on the Council inviting them to inspect the Pavilion and issue a Certificate of Practical Completion confirming that the Pavilion has been completed to the reasonable satisfaction of the Council in accordance with the Pavilion Specification;
 - 10.2 To allow access as reasonably required by the Council on 10 Working Days' notice in writing from the Council to carry out the necessary surveys, tests and investigations to assess whether works to the Pavilion have been carried out in accordance with the Pavilion Specification;
 - 10.3 If the Council reasonably requires remedial works to be carried out to the Pavilion prior to issuing the Certificate of Practical Completion, the First Owner shall carry out such remedial works as soon as reasonably practicable to the satisfaction of the Council acting reasonably.
 - 10.4 Within three months of the Council issuing the issue of the Certificate of Practical Completion the First Owner shall deliver the duly executed Transfer of the Pavilion to the Council in accordance with the Pavilion Specification and the parties shall then be obliged duly to complete that Transfer.

Sports Hub - Senior Football Turf Pitch and Informal Kick-About Area

11. Within six months of Commencement of Development to submit the Senior Football Turf Pitch and Informal Kick-About Area Specification to the Council for the Council's written approval;
12. Not to Occupy any Dwelling within the Full Development until the Senior Football Turf Pitch and Informal Kick-About Area Specification has been approved in writing by the Council;
13. To complete the works to create the Senior Football Turf Pitch and Informal Kick-About Area in accordance with the approved the Senior Football Turf Pitch and Informal Kick-About Area Specification either prior to Occupation of the 40th Dwelling within the Full Development OR prior to the Occupation of the 100th Dwelling within Development Parcels P4 and P5 combined (as shown and marked on the Landscape and Open Spaces Parameter Plan) whichever is the earlier.
14. In the event that the obligation to complete of the works to the Senior Football Turf Pitch and Informal Kick-About Area in accordance with the Senior Football Turf Pitch and Informal Kick-About Area Specification is triggered by Occupation of Dwellings in the Full Development pursuant to paragraph 13 Part 1 of Schedule 2 of this Deed:
 - 14.1 Following the completion of works to create the Senior Football Turf Pitch and Informal Kick-About Area in accordance with the Senior Football Turf Pitch and Informal Kick-About Area Specification the First Owner shall serve notice on the Council inviting them to inspect the Senior Football Turf Pitch and Informal Kick-About Area and issue a

Certificate of Practical Completion confirming that the Senior Football Turf Pitch and Informal Kick-About Area has been completed to the reasonable satisfaction of the Council in accordance with the Senior Football Turf Pitch and Informal Kick-About Area Specification;

- 14.2 To allow access as reasonably required by the Council on 10 Working Days' notice in writing from the Council to carry out the necessary surveys, tests and investigations to assess whether works to the Senior Football Turf Pitch and Informal Kick-About Area have been carried out in accordance with the Senior Football Turf Pitch and Informal Kick-About Area Specification;
- 14.3 If the Council reasonably requires remedial works to be carried out to the Senior Football Turf Pitch and Informal Kick-About Area prior to issuing the Certificate of Practical Completion, the First Owner shall carry out such remedial works as soon as reasonably practicable to the satisfaction of the Council acting reasonably;
- 14.4 Following issue of a Certificate of Practical Completion in respect of the Senior Football Turf Pitch and Informal Kick-About Area the First Owner shall:
 - 14.4.1 maintain the Senior Football Turf Pitch and Informal Kick-About Area throughout the Maintenance Period (Senior Football Turf Pitch and Informal Kick-About Area) to the reasonable satisfaction of the Council but shall not be required to open the Senior Football Turf Pitch and Informal Kick-About Area for use during the Maintenance Period (Senior Football Turf Pitch and Informal Kick-About Area).
15. On expiration of the Maintenance Period (Senior Football Turf Pitch and Informal Kick-About Area) the First Owner shall:
 - 15.1 serve notice on the Council inviting the Council to inspect the Senior Football Turf Pitch and Informal Kick-About Area and issue a Final Certificate confirming that such works have been maintained to its reasonable satisfaction;
 - 15.2 if following inspection of the Senior Football Turf Pitch and Informal Kick-About Area the Council identifies necessary remedial works, to complete such remedial works to the reasonable satisfaction of the Council as soon as reasonably practicable;
 - 15.3 upon completion of any remedial works, to serve notice on the Council inviting the Council to inspect the remedial works identified by them pursuant to paragraph 15.2 and issue a Final Certificate confirming that the Senior Football Turf Pitch and Informal Kick-About Area has been maintained to the reasonable satisfaction of the Council PROVIDED THAT the inspection procedure identified in paragraphs 15.2 and 15.3 shall be repeated until such time as the Council issues a Final Certificate in relation to the Senior Football Turf Pitch and Informal Kick-About Area.
16. Within 5 Working Days of the issue of the Final Certificate for the Senior Football Turf Pitch and Informal Kick-About Area to deliver a duly executed Transfer of the Senior Football Turf Pitch and Informal Kick-About Area to the Council and duly complete that transfer of the Senior Football Turf Pitch and Informal Kick-About Area to the Council and the parties shall then be obliged duly to complete that Transfer.

Part 2– Open Space (Council's covenants)

The Council covenants with the First Owner as follows:

1. Following Transfer of the Allotments Land not to use the Allotments Land for any purposes or development other than for providing Allotments and associated infrastructure unless otherwise agreed in writing with the First Owner.
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 and associated infrastructure unless otherwise agreed in writing with the First Owner.
3. Following Transfer of the Pavilion not to use the Pavilion for any purposes or development other than for as a pavilion building in connection with the use of the Sports Hub unless otherwise agreed in writing with the First Owner.
4. Following Transfer of the Football Turf Pitch and Informal Kick-About Area not to use the Football Turf Pitch and Informal Kick-About Area for any purposes or development other than for as a sports pitch and kick about area in connection with the use of the Sports Hub unless otherwise agreed in writing with the First Owner.

Part 3 – Contributions

The First Owner covenants with the Council as follows:

1. To pay the SAMM Contribution to the Council prior to first Occupation of the first Dwelling to be Occupied within the Full Development and not to Occupy any Dwelling within the Full Development until the SAMM Contribution has been paid to the Council.
2. To pay the PV Panel Contribution to the Council prior to Occupation of the 36th Dwelling to be Occupied within the Full Development and not to Occupy more than 35 Dwellings within the Full Development until the PV Panel Contribution has been paid to the Council.
3. To pay the My Journey Contribution to the Council prior to Occupation of the first Dwelling to be Occupied within the Full Development and not to Occupy any Dwelling within the Full Development until the My Journey Contribution has been paid to the Council.
4. To pay the Bus Contribution to the Council prior to Occupation of the 20th Dwelling to be Occupied within the Full Development and not to Occupy the more than 19 Dwellings within the Full Development until the Bus Contribution has been paid to the Council.
5. To pay the NHS Contribution to the Council prior to Occupation of the first Dwelling within the Full Development and not to Occupy any Dwellings within the Full Development until the NHS Contribution has been paid to the Council.

Part 4– SANG

The First Owner covenants with the Council as follows:

1. Prior to Occupation of the Full Development to provide written evidence to the Council that:

- 1.1 the SANG has been allocated to the Full Development as mitigation for the Full Development and that arrangements are in place to ensure that the SANG will not be allocated to any other development.

PART 5

LATE STAGE REVIEW

1. LATE STAGE REVIEW

The First Owner covenants with the Council as follows:

- 1.1 no later than the date on which the 35th Dwelling within the Full Development is Disposed to submit to the Council a Late Stage Review in accordance with the provisions of paragraph 2 of this Schedule for the Council's assessment;
- 1.2 not to permit the Disposal and Occupation of the Thirty Sixth (36th) Dwelling or more than 75% of the total number of Dwellings within the Full Development until the Late Stage Review has been submitted to and assessed by the Council or an External Consultant appointed by the Council and until the Late Stage Review has been agreed in writing by the Council following assessment of the same;
- 1.3 to pay to the Council the costs which are reasonably and properly incurred by the Council in assessing the Late Stage Review including those of any External Consultant employed by the Council to undertake assessment of the Late Stage Review such payment to be made no later than twenty (20) Working Days from a written request for payment being made by the Council ;
- 1.4 to provide the Council and its External Consultant where appropriate with any information reasonably requested and required by the Council or its External Consultant for inclusion in the Late Stage Review including (but for which this is not an exhaustive list and may be subject to change by the Council acting reasonably) expended and estimated Build Costs, exchanged sale contracts evidencing the sold unit values and actual Build Costs expended and to be expended and certificated by an independent Chartered Quantity Surveyor;
- 1.5 not to act or do anything contrary to the requirements of the Late Stage Review agreed in writing by the Council and to adhere to the requirements of the Council following its consideration and assessment of the Late Stage Review;
- 1.6 if the Council or the External Consultant has determined that a Late Stage Review Contribution is payable to pay the Late Stage Review Contribution to the Council no later than twenty (20) Working Days from demand for payment of the same being made by the Council following determination by the Council that a Late Stage Review Contribution is payable to the Council after assessment of the Late Stage Review and not to permit the Disposal and Occupation of the Fortieth (40th) Dwelling or more than

83.33% of the total number of Dwellings within the Full Development until the Council has received the Late Stage Review Contribution.

2. IN RELATION TO THE LATE STAGE REVIEW

In relation to the Late Stage Review:

- 2.1 The First Owner will provide to the Council the gross development value ("GDV") which shall be the end value of the completed Dwellings together with any such additional information as the Council may reasonably require, so as to ascertain the GDV of the Full Development as a whole.
- 2.2 The calculation of the Late Stage Review Contribution will be produced by the First Owner under which there shall be full and frank disclosure of all relevant information.
- 2.3 The calculation to be used for the purposes of the Late Stage Review in order to ascertain what if any Late Stage Review Contribution is to be paid shall be calculated by using the 'Mayoral SPG Formula 3: Affordable Housing Contribution' in accordance with the following formula:-

X= Late Stage Review Contribution

$$X = (((A+B)-C)-((D+E)-F)-P) - Z \times 0.6$$

A=GDV achieved on Dwellings and other parts of the Full Development sold/let and other income receipts

B= estimated GDV for parts of the Full Development that are yet to be sold/let and other income sources

C= GDV determined as part of the assessment of viability at the time planning permission was granted = £29,830,000

D= actual Build Costs incurred at the time of review

E= estimated Build Costs for remainder of the Full Development

F= Build Costs determined as part of the assessment of viability at the time planning permission was granted = £16,390,297

P= (A+B-C)* Y; developer profit on change in GDV

Y= developer profit as a percentage of 17.5% of GDV as determined at the time planning permission was granted (%)

Z = Application Stage Deficit of -£461,864

Notes:

(A+B)-C=The change in GDV from the grant of planning permission to the Late Stage Review

(D+E) -F = The change in build costs from the grant of planning permission to the Late Stage Review

P= developer profit on change in GDV

0.6=Any surplus profit, after deducting the developer profit (P), will be shared between the Council as Local Planning Authority and the developer with 60% used for additional affordable housing, up to the Total Late Stage Review Contribution.

Z = deficit of -£461,864 identified within Application Stage Viability Appraisal

- 2.4 The Late Stage Review Contribution shall be subject to a cap (the "Late Stage Review Contribution Cap") which shall be calculated in accordance with the methodology set out at appendix 4 of the Council's 'Affordable Housing Supplementary Planning Document July 2013', reflecting a 17% margin on the market housing GDV and 6% on affordable GDV.

SCHEDULE 3

PLANS / SPECIFICATIONS

Plan 1 – Full Application Site Plan

Plan 2 – "Landscape and Open Spaces Parameter Plan"

Plan 3 – "Land Use Parameter Plan"

Plan 4 - "Reserved Matters Site"

Pavilion Specification

Sports Hub Landscape Proposals Plan

Sports Hub Land Plan ref. 3232_C_1006_PL_B



Calla Homes	Site Location Plan								
Project: Land South of P15, Hogwood Farm, Finchampstead	Scale: 1:1250 @ A0 <table><tr><td>Revisions:</td><td>Drawn:</td><td>Checked:</td><td>Date:</td></tr><tr><td>A</td><td>MP</td><td></td><td>07/10/20</td></tr></table>	Revisions:	Drawn:	Checked:	Date:	A	MP		07/10/20
Revisions:	Drawn:	Checked:	Date:						
A	MP		07/10/20						

KEY

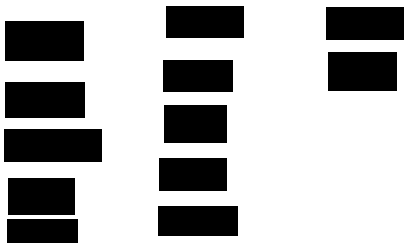
REF	COLOUR	ACRES (AC)	HECTARES (HA)
SITE BOUNDARY		271.382	109.824
OPEN SPACE (INCLUDING AMENITY GREEN SPACE & PARKS)		51.369	20.788
SANCS		73.988	29.942
OUTDOOR SPORTS		10.564	4.275
COMMUNITY ALLOTMENTS		3.644	1.475
PLAYSPACES		1.856	0.751
TOTAL		141.421	57.231

- | | | | | | |
|---|-------------------|---|---|----|----------------------------|
|  | Site Boundary |  | Ancient Woodland with a 15m Offset | CA | Community Allotments |
|  | Public Open Space |  | Area equivalent to Ancient Woodland with a 15m Offset | PG | Parks and Gardens |
|  | Sports Pitches | P | Phasing Reference | FD | Area of Future Development |
|  | Allotments | NC | Neighbourhood Centre | | |
|  | SANG | E | Employment Land | | |
|  | Built Development | PRS | Primary School | | |
|  | Playspaces | OS | Outdoor Sports | | |
| | | AGS | Amenity Green Space | | |



The Leas

-  Ancient Woodland with a 15m Offset
-  Area equivalent to Ancient Woodland with a 15m Offset

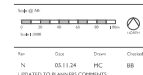


LAND USE PARAMETER PLAN

HOGWOOD FARM, FINCHAMPSTEAD

KEY

REF	COLOUR	ACRES (AC)	HECTARES (HA)
SITE BOUNDARY		27.382	109.824
RESIDENTIAL AREA		101.703	41.158
OPEN SPACE (INCLUDING AMENITY GREEN SPACE & PARKS)		51.369	20.788
SANDS		73.988	29.942
INFRASTRUCTURE		10.239	4.144
OUTDOOR SPORTS		10.564	4.275
PRIMARY SCHOOL		6.193	2.506
EMPLOYMENT		5.724	2.337
AREA OF FUTURE DEVELOPMENT		5.320	2.153
COMMUNITY ALLOTMENTS		3.644	1.475
PLAYSPACES		1.856	0.751
NEIGHBOURHOOD CENTRE (MIXED OF RETAIL & HOUSING)		0.732	0.296
GRAND TOTAL		271.382	109.824



Date: April 2018

Chapter 4: KD

Cooper Bullitt Limited • 2
The above are not to be construed as

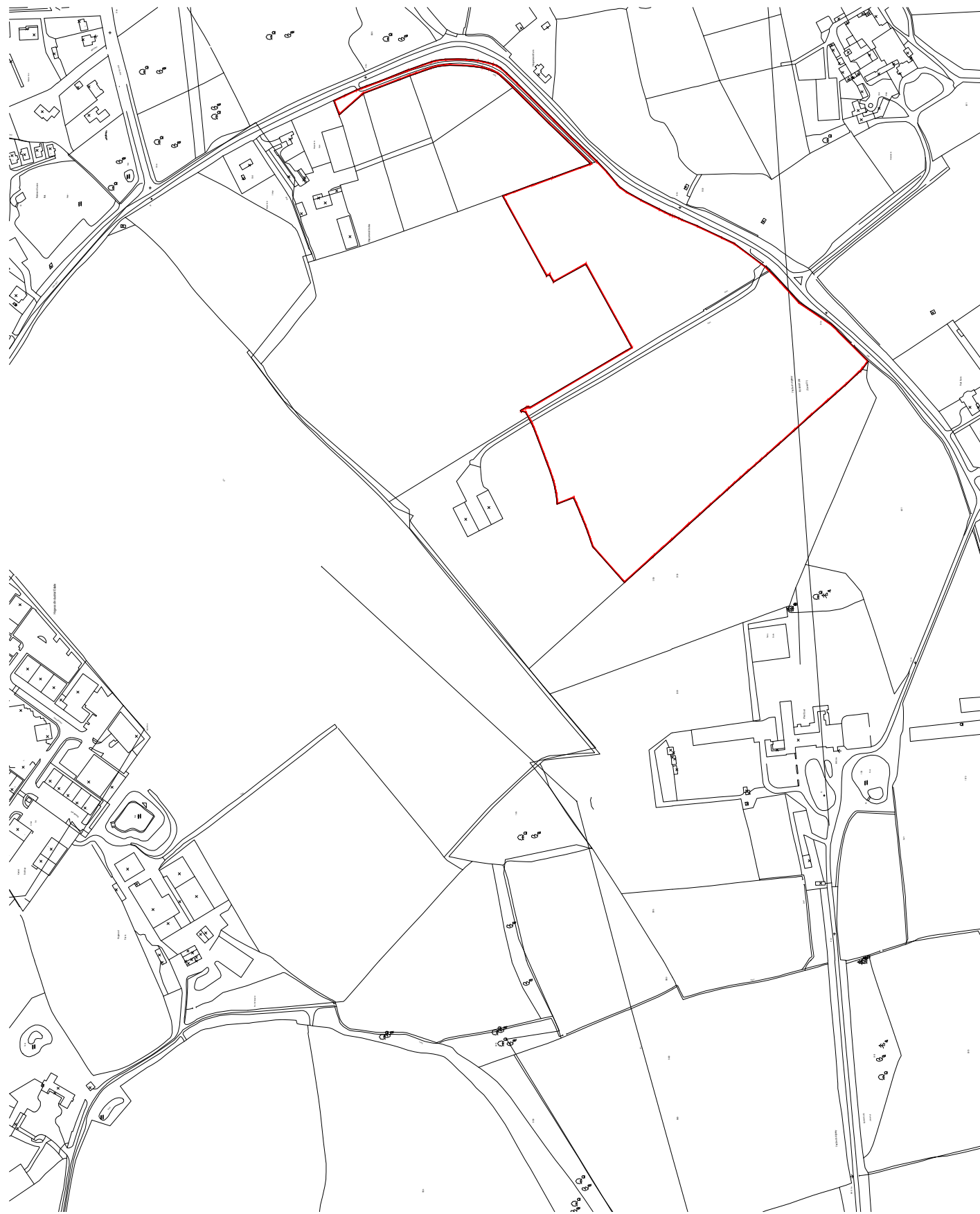
HOGWOOD FARM

FINCHAMPSTEAD

LAND USE
PARAMETER PLAN

COOPER & LYTLE

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Site Name	Site Location Plan
Land South of P15, Hedgesford Farm, Hedgesford, Wiltshire, Wiltshire	11250 @ 1:1000
11250 @ 1:1000	11250 @ 1:1000

3232 A 1100 PL A	3232 A 1100 PL A
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