

DATED

2024

WOKINGHAM BOROUGH COUNCIL

- and –

CHARLES DAVID PLATEL
(AS EXECUTOR OF FREDERICK CHARLES RULE)

- and –

LEE MICHAEL PASHEN
(AS EXECUTOR OF FREDERICK CHARLES RULE)

- and –

BEWLEY HOMES PLC

**Deed of Variation of Agreement to Provide
Planning Obligations
pursuant to Section 106A of the Town and Country
Planning Act 1990
in relation to the proposed development of land at
171 Evendons Lane Wokingham RG41 4EH**

Planning Reference Number: [•]

This Deed is made the day of

2024

BETWEEN

- (1) **WOKINGHAM BOROUGH COUNCIL** of Council Offices, Shute End, Wokingham, Berkshire RG40 1WH ("**the Council**")
- (2) **CHARLES DAVID PLATEL and LEE MICHAEL PASHEN both of CP Law Anvil Court Unit 2 50 Denmark Street Wokingham RG40 2BB** as executors of **FREDERICK CHARLES RULE** (deceased) of Rosery Cottage, Evendons Lane, Wokingham, Berks RG41 4DX ("**the Owner**")
- (3) **BEWLEY HOMES PLC** (company registration number: 02585370) whose registered address is at Inhurst House, Brimpton Road, Baughurst, Hampshire RG26 5JJ ("**the Developer**")

WHEREAS

1. This Deed is made by virtue of section 106A(1)(a) of the Act and is a planning obligation for the purposes of that section.
2. The Council is a local planning authority for the purposes of the Act of the area in which the Site is situated and by whom the obligations created by the Principal Agreement are enforceable.
3. The Council is the local highway authority for the area in which the Site is situated.
4. The Owner is the executor of the estate of the late Frederick Charles Rule by grant of probate dated 19 February 2024 and is empowered to deal with the Site registered with HM Land Registry title number BK189485.
5. The Developer has a unilateral notice in respect of an option agreement to purchase dated 7 June 2019 registered against the Site.
6. On 7 November 2024 the Parties entered into the Principal Agreement.
7. Without prejudice to the terms of the other covenants contained in the Principal Agreement the Parties hereto have agreed to vary the terms of the Principal Agreement as hereinafter provided.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. **DEFINITIONS**

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

“Deed”	means this deed of variation;
“Principal Agreement”	means the section 106 agreement entered on 7 November 2024 and made between the Council (1) the Owner (2) and the Developer (3) to secure mitigation for the Development permitted by the Planning Permission.

1.1 All words and phrases defined in the Principal Agreement have the same meaning in this Deed unless explicitly stated otherwise.

1.2 The provisions of the Principal Agreement shall apply with similar effect to this Deed (construed with such consequential amendments as are necessary).

2. **LEGAL EFFECT**

2.1 This Deed is made pursuant to all powers enabling the Parties and in particular Section 106 and 106A 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 of the Localism Act 2011 so as to vary the Principal Agreement in the manner set out in this Deed and the obligations and covenants contained in this Deed:

- (a) are covenants and planning obligations to which these statutory provisions apply; and
- (b) relate to the Site in the manner set out in this Deed; and
- (c) are enforceable by the Council as local planning authority.

2.2 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.

2.3 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.

2.4 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.

2.5 Except as provided in this Deed, it is agreed between the Parties that this Deed is supplemental to and not in substitution for the Principal Agreement and that the terms of the Principal Agreement will continue in full force and effect, subject only to the provisions of this Deed.

3. **COMMENCEMENT**

The provisions in this Deed shall take effect immediately upon the completion of this Deed.

4. **VARIATION TO PRINCIPAL AGREEMENT**

4.1 The Parties agree that the Principal Agreement shall be varied as set out in clause 4.2 below but shall otherwise remain in full force and effect (in so far as the obligations in the Principal Agreement have not been discharged).

4.2 The plan attached to the Principal Agreement entitled '*Plan*' with drawing reference number '*232023/SL01 (Rev B)*' shall be **REMOVED** and **REPLACED** with the plan with drawing reference number '*232023/SL01 (Rev C)*' and appended at the Schedule.

4.3 This Deed shall be read in conjunction with the Principal Agreement.

5. **LEGAL COSTS**

The Developer shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed and the Land Registry fee of Forty Pounds (£40) payable in connection with the registration of this Deed against the title(s) of the Site.

6. **LAND CHARGES**

This Deed shall be enforceable as a local land charge and shall be registered as such by the Council.

7. **THIRD PARTY RIGHTS**

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.

8. **WAIVER**

No waiver (whether express 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 of conditions or from acting upon any subsequent breach or default.

9. **JURISDICTION**

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

10. **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.

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

EXECUTED as a DEED)
by the said **BEWLEY HOMES PLC**)
acting by a director:)

.....
in the presence of:-

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

SIGNED as a **DEED** by **CHARLES**)
DAVID PLATEL as executor of)
FREDERICK CHARLES RULE)

in the presence of:-

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

SIGNED as a **DEED** by **LEE**)
MICHAEL PASHEN as executor of)
FREDERICK CHARLES RULE)

in the presence of:-

Witness Signature:

Witness Name:

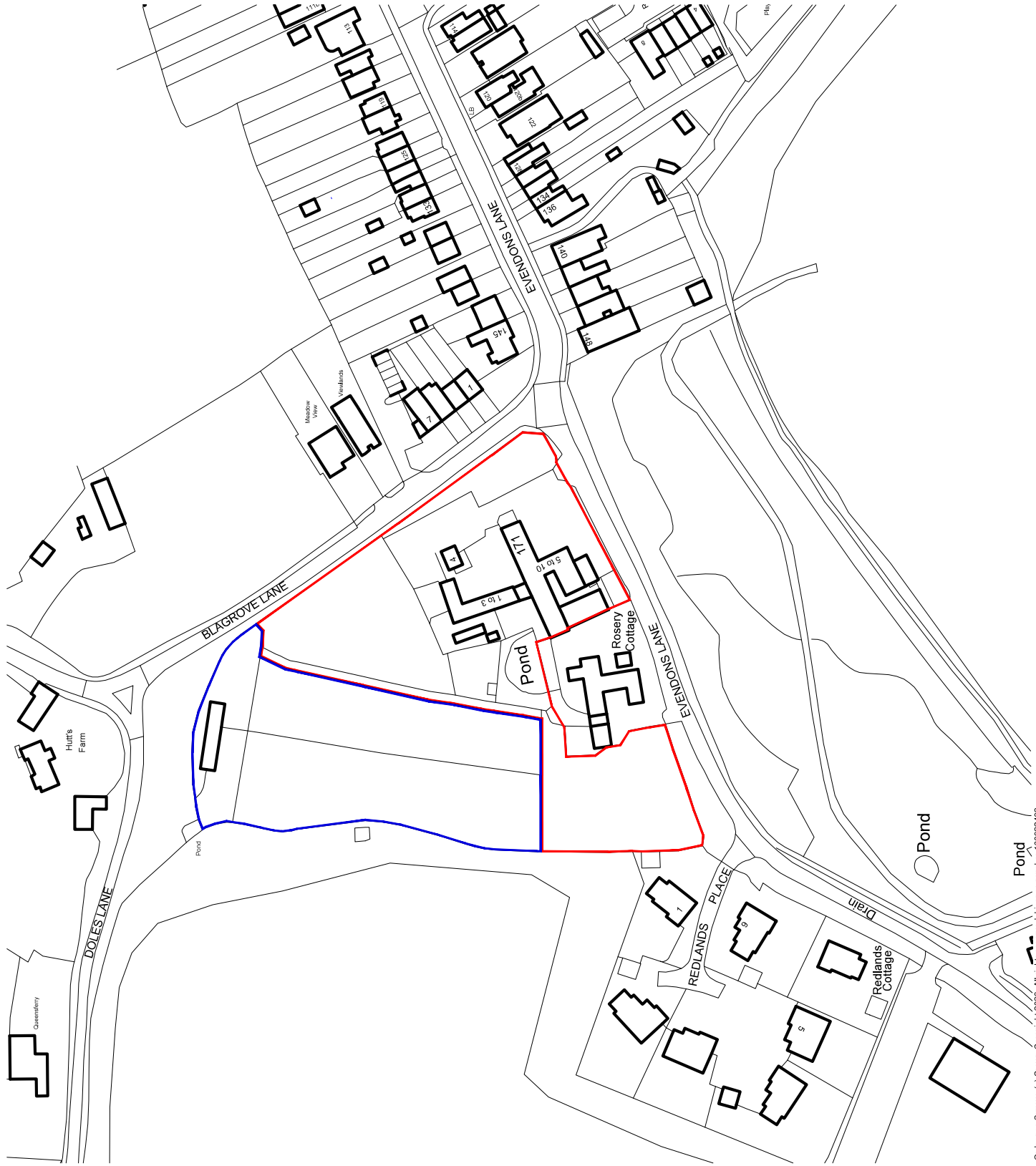
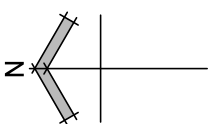
Witness Address:

Witness Occupation:

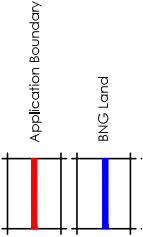
**SCHEDULE
Plan**

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Rev	Date	Drawn	Checked
A	16/05/23	HS	
RED LINE AMENDED			
B	25/05/23	HS	
RED AND BLUE LINE AMENDED			
C	22/11/2024	SD	
RED AND BLUE LINE AMENDED			



Legend



Project:
EVENDONS LANE
WOKINGHAM
RG41 4DX

Drawing Title:
SITE LOCATION PLAN

BEWLEY
HOMES

carlton
design partnership
Salwyn Homes, 23a Castle Way, Southampton, SO14 2AW
023 8011 8866 www.carltondesignpartnership.com

1:1250
@A3

0 10 20 30 40 60m

Dwg No: 232023/\$L01

Rev: C