

Dated: _____ 2025

WOKINGHAM BOROUGH COUNCIL

- and -

THE FAMILY TRUST

- and -

**THE RIGHT HONOURABLE NICHOLAS ALAN VISCOUNT BEARSTED and DR
CAROLINE JANE THE RIGHT HONOURABLE VISCOUNTESS BEARSTED**

- and -

THE RIGHT HONOURABLE NICHOLAS ALAN VISCOUNT BEARSTED

- and -

**THE RIGHT HONOURABLE NICHOLAS ALAN VISCOUNT BEARSTED DR
CAROLINE JANE THE RIGHT HONOURABLE VISCOUNTESS BEARSTED
AND THE HONOURABLE HARRY RICHARD SAMUEL**

**Deed of Variation
to an Agreement under
Section 106 of the Town and Country Planning Act 1990
in relation to the development of land at Bridge Farm, Reading Road,
Arborfield, Berkshire, RG2 9HT (Observer Park)**

Planning Application Reference: 243190 and 223083

Wokingham Borough Council
Shute End
Wokingham
Berkshire
RG40 1WH

THIS DEED is made the

day of

2025

BETWEEN

- (1) **WOKINGHAM BOROUGH COUNCIL** of Council Offices, Shute End, Wokingham, Berkshire, RG40 1WH ("the Council"), and
- (2) **THE FAMILY TRUST** (a charitable incorporated organisation company number CE015257 and charity number 1180132) of Euro Packaging, 20 Brickfield Road, Birmingham, B25 8HE ("the First Owner")
- (3) **THE RIGHT HONOURABLE NICHOLAS ALAN VISCOUNT BEARSTED** and **DR CAROLINE JANE THE RIGHT HONOURABLE VISCOUNTESS BEARSTED** both of Farley Hall, Castle Street, Farley Hill, Berks, RG7 1UL ("the Second Owner")
- (4) **THE RIGHT HONOURABLE NICHOLAS ALAN VISCOUNT BEARSTED** of Farley Hall, Castle Street, Farley Hill, Berks, RG7 1UL ("the Third Owner")
- (5) **THE RIGHT HONOURABLE NICHOLAS ALAN VISCOUNT BEARSTED DR CAROLINE JANE THE RIGHT HONOURABLE VISCOUNTESS BEARSTED AND THE HONOURABLE HARRY RICHARD SAMUEL** each of Farley Hall, Castle Street, Farley Hill, Berks, RG7 1UL ("the Fourth Owner")

WHEREAS

1. The Council is the local planning authority for the purposes of the Act.
2. The First Owner is the freehold owner of part of the Site following the Transfers and free from encumbrances that would prevent the First Owner entering into this Agreement.
3. The Second Owner remains the freehold owner of part of the Site registered under HM Land Registry title number BK400369 (subject to the Transfers) and the freehold owner of part of the Site (if applicable) registered under HM Land Registry BK427422.
4. The Third Owner remains the freehold owner of part of the Site registered under HM Land Registry title number BK400370 (subject to the Transfers).
5. The Fourth Owner is freehold owner of part of the Site by virtue of a transfer dated 10 March 2025 and made between (1) Wokingham Borough Council and (2) The Right Honourable Nicholas Alan Viscount Bearsted, Dr Caroline Jane The Right Honourable Viscountess Bearsted and The Honourable Harry Richard Samuel.

6. On 2 February 2024 the Council entered into the Original Agreement and the Council granted the First Planning Permission.
7. The First Owner has now submitted the Second Planning Application to the Council and the Council considers that the Second Planning Permission could be granted subject to the prior completion of this Agreement.
8. The Council considers it expedient and in the interests of the proper planning of its area and having regard to its statutory function that this Agreement which is a supplemental agreement to the Original Agreement be entered into for the purpose of securing satisfactory arrangements for the development of the Site.

NOW THIS DEED WITNESSES AS FOLLOWS:

1 DEFINITIONS

In this Agreement where the context so admits all expressions shall have the meanings given to them by the Original Agreement save that the following expressions shall have the following meanings:-

“the Act”	means the Town and Country Planning Act 1990, as amended;
“the Development”	the proposed erection of up to 11 no. commercial units to provide 6,986sqm GIA commercial / employment development predominantly within Class B8 and/or Class E(g) uses with supporting facilities within Class E uses comprising ancillary offices, trade counters and food/drink facilities with highway works and strategic landscaping as more particularly detailed in the First Planning Permission;
“the First Planning Permission”	the outline planning permission dated 2 February 2024 with Council reference 223083 granted for the Development;
“the Original Agreement”	the agreement dated 2 February 2024 made pursuant to Section 106 of the Act and all other

enabling powers between Wokingham Borough Council (1) The Right Honourable Nicholas Alan Viscount Bearsted (2), Dr Caroline Jane The Right Honourable Viscountess Bearsted (3), Avalon (Panama) SA (4) and The Honourable Harry Richard Samuel (5) in relation to the proposed development on land at Bridge Farm, Reading Road, Arborfield, Berkshire, RG2 9HT;

"the Owners"	The First Owner, Second Owner, Third Owner and Fourth Owner;
"the Second Planning Application"	the planning application with Council reference 243190 being an application to vary condition 2 of the First Planning Permission;
"the Second Planning Permission"	the planning permission granted pursuant to the Second Planning Application and shall include any subsequent permissions under Section 73 of the Act;
"the Section 73 Development"	the development permitted pursuant to the Second Planning Permission;
"the Site"	the land known as land at Bridge Farm, Reading Road, Arborfield, Berkshire, RG2 9HT shown for identification purposes only outlined in red on the plan attached to the Original Agreement; and
"the Transfers"	the following transfer deeds relating to land that included that within titles BK400368, BK400369, BK400370: (1) the transfer deed dated 4 April 2025 made between (1) The Right Honourable Nicholas Alan Viscount Bearsted, Dr Caroline Jane The Right Honourable Viscountess Bearsted, Avalon

(Panama) S.A. and The Honourable Harry Richard Samuel and (2) Tungsten Dev Co 4 Limited; and
(2) the transfer deed dated 4 April 2025 made
between (1) Tungsten Dev Co 4 Limited and (2)
The Family Trust.

2 LEGAL BASIS

- 2.1 This Agreement is made pursuant to all powers enabling the parties and in particular Sections 106 and 106A of the Act and Section 111 of the Local Government Act 1972.
- 2.2 The obligations imposed upon the Owners by this Agreement create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owners, as the owners of the Site, its successors in title and assigns and the persons claiming under or through it.

3 VARIATION TO THE ORIGINAL AGREEMENT

- 3.1 The Council and the Owners agree that on and from the date of this Agreement the Original Agreement shall, for the purposes of the Second Planning Permission, be read and construed and shall take effect as if references in the Original Agreement to the "Planning Application" (as defined in the Original Agreement) are also references to the Second Planning Application and that references in the Original Agreement to the "Planning Permission" (as defined in the Original Agreement) are also references to the Second Planning Permission and that references in the Original Agreement to the "Development" (as defined in the Original Agreement) are also references to the Section 73 Development with the intent that the provisions and obligations in the Original Agreement shall become fully and effectively binding in respect of the Second Planning Permission and enforceable on the date the Second Planning Permission is granted.
- 3.2 Any performance or part performance of an obligation under the Original Agreement which has already taken place shall be deemed to be performance or part performance pursuant to the Commencement of Development (as defined in the Original Agreement) of the Second Planning Permission as well as the First Planning Permission.
- 3.3 The Owners and the Council confirm that the obligations contained in the Original Agreement shall remain in full force and effect save as varied by this Agreement.

4. OWNERSHIP

4.1 The First Owner warrants to the Council, in respect of land to which the First Owner has an interest, that no-one other than as set out in the recitals has any freehold or leasehold interest and that the land is not bound by any charges or mortgages at the date of this Agreement.

4.1 The Second Owner warrants to the Council, in respect of land to which the Second Owner has an interest, that no-one other than as set out in the recitals has any freehold or leasehold interest and that the land is not bound by any charges or mortgages at the date of this Agreement.

4.3 The Third Owner warrants to the Council, in respect of land to which the Third Owner has an interest, that no-one other than as set out in the recitals has any freehold or leasehold interest and that the land is not bound by any charges or mortgages at the date of this Agreement.

4.4 The Fourth Owner warrants to the Council, in respect of land to which the Fourth Owner has an interest, that no-one other than as set out in the recitals has any freehold or leasehold interest and that the land is not bound by any charges or mortgages at the date of this Agreement.

5. COSTS OF THIS AGREEMENT

Upon completion of this Agreement the First Owner shall pay to the Council its reasonable and proper legal costs in connection with the negotiation preparation and completion of this Agreement.

6 REGISTRATION

This Agreement shall be registered as a local land charge in the Register of Local Land Charges maintained by the Council and may be registered as a notice in the Charges Register of the titles to the Site at HM Land Registry.

7 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

8 JURISDICTION

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

IN WITNESS whereof this Agreement has been executed and delivered as a Deed 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 FAMILY TRUST**, a charitable incorporated organisation (charity number 1180132) acting by two of its charity trustees

.....
charity trustee

.....
charity trustee

Second Owner

Signed as a deed by The Right Honourable Nicholas Alan Viscount Bearsted:

in the presence of

Witness

Signature:

Name:

Address:

Occupation:

.....
The Right Honourable Nicholas Alan Viscount Bearsted

Signed as a deed by Dr Caroline Jane The Right Honourable Viscountess Bearsted:

in the presence of

Witness

Signature:

Name:

Address:

.....
Dr Caroline Jane The Right Honourable Viscountess Bearsted

Occupation:

Third Owner

Signed as a deed by The Right Honourable Nicholas
Alan Viscount Bearsted:

in the presence of

Witness

Signature:

Name:

Address:

Occupation:

.....
**The Right
Honourable
Nicholas Alan
Viscount
Bearsted**

Fourth Owner

Signed as a deed by The Right Honourable Nicholas
Alan Viscount Bearsted:

in the presence of

Witness

Signature:

Name:

Address:

Occupation:

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**The Right Honourable
Nicholas Alan
Viscount Bearsted**

Signed as a deed by Dr Caroline Jane The Right Honourable Viscountess Bearsted:

in the presence of

Witness

Signature:

Name:

Address:

Occupation:

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**Dr Caroline
Jane The Right
Honourable
Viscountess
Bearsted**

Signed as a deed by The Honourable Harry Richard Samuel:

in the presence of

Witness

Signature:

Name:

Address:

Occupation:

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**The Honourable
Harry Richard
Samuel**