

Dated: 11th March 2025

WOKINGHAM BOROUGH COUNCIL

- and -

MUSKETEERS PROPERTIES LIMITED

**Deed of Variation
to an Agreement under
Section 106 of the Town and Country Planning Act 1990
in relation to the development of Bound Oak Industrial Estate Wokingham
Lane Arborfield RG2 9PN
Planning Application Reference: 243053**

Wokingham Borough Council
Shute End
Wokingham
Berkshire
RG40 1WH

THIS DEED is made the 11th day of March 2025

BETWEEN

- (1) **WOKINGHAM BOROUGH COUNCIL** of Council Offices Shute End Wokingham Berkshire RG40 1WH (“the Council”), and
- (2) **MUSKETEERS PROPERTIES LIMITED** (Company Registration Number 05049780) whose registered office is at Cobblers Spinfield Lane West Marlow Buckinghamshire SL7 2DB (“the Owner”)

WHEREAS

1. The Council is the local planning authority for the purposes of the Act.
2. The Owner is the freehold owner of the whole of the Site registered under HM Land Registry titles BK120588, BK123279 and BK343160 and free from encumbrances that would prevent the Owner entering into this Agreement.
3. On 28th May 2021, the Owner and the Council entered into an agreement made pursuant to section 106 of the Act and all other enabling powers and the Council granted the First Planning Permission.
4. The Owner subsequently submitted a ‘section 73’ application. On 21st October 2024 the Owner and the Council entered into a deed of variation pursuant to sections 106 and 106A of the Act and all other enabling powers. The Council then issued the Second Planning Permission on 25th October 2024.
5. The Owner has now submitted the Third Planning Application to the Council and the Council considers that the Third Planning Permission could be granted subject to the prior completion of this Agreement.
6. 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”	means full application for the erection of 4No buildings for B1c, B2 and B8 industrial and commercial use with the addition of a sui generis energy centre comprising a combined heat and power facility and a lithium ion battery store in unit 1 to include landscaping and access works, following demolition of the existing buildings;
“the First Deed of Variation”	the deed of variation dated 21 st October 2024 made pursuant to sections 106 and 106A of the Act and all other enabling powers between Wokingham Borough Council (1) and Musketeers Properties Limited (2) in relation to the development of Bound Oak Industrial Estate, Wokingham Lane Arborfield RG2 9PN;
“the First Planning Permission”	the planning permission dated 28 May 2021 with Council reference 201573 granted for the Development;
“the Original Agreement”	the agreement dated 28 th May 2021 made pursuant to Section 106 of the Act and all other enabling powers between Wokingham Borough Council (1) and Musketeers Properties Limited (2), in relation to the proposed development on land at Bound Oak Industrial Estate, Wokingham Lane, Arborfield RG2 9PN, as subsequently varied by the First Deed of Variation;

“the Second Planning Application”	the planning application for the proposed variation of the First Planning Permission for removal or variation of a condition following grant of planning permission (201573) Condition [2, Approved drawings 3, Materials 12, Cycle parking 13, Construction method statement 14, Highway construction details 16, Walking and Cycling 18, Electric vehicle charging 19,Ground and Building Levels 20, Details of boundary wall 22, Contamination 23, Landscaping 25,Protected Trees 27,Control of environmental effects including biodiversity during construction 28, Drainage Strategy 32, BREEAM Levels and 33 Travel Plans] (part retrospective) given the reference number 241658 by the Council;
“the Second Planning Permission”	the planning permission dated 25/10/2024 granted pursuant to the Second Planning Application;
“the Site”	the land known as Bound Oak Industrial Estate Wokingham Lane Arborfield RG2 9PN, registered at HM Land Registry with title numbers BK120588, BK123279 and BK343160 and shown for identification purposes only edged red on the plan attached to the Original Agreement;
“the Third Planning Application”	the application given Council reference 243053, being an application to ‘vary conditions 15, 22 and 31 of planning consent 201573 (as amended by 241658) for the erection of 4No buildings for B1c, B2 and B8 industrial and commercial use with the addition of a sui generis Energy Centre comprising a Combined Heat and Power facility and a Lithium Ion Battery store in Unit 1 to include landscaping and access works, following demolition of the

existing buildings. Condition 15 refers to mix of uses, condition 22 refers to contamination and condition 31 to an energy statement, and the variation is to amend the wording of these conditions’;

“the Third Planning Permission” the planning permission granted pursuant to the Third Planning Application and shall include any subsequent permissions under Section 73 of the Act permitting the carrying out of the Development;

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 Owner 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 Owner, as the owner 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 Owner agree that on and from the date of this Agreement the Original Agreement (as defined in clause 1 of this Agreement) shall, for the purposes of the Third 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 Third Planning Application and that references in the Original Agreement to the “Planning Permission” (as defined in the Original Agreement) are also references to the Third Planning Permission with the intent that the provisions and obligations in the Original Agreement shall become fully and effectively binding in respect of the Third Planning Permission and enforceable on the date the Third 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 Third Planning Permission as well as the First Planning Permission and the Second Planning Permission.

- 3.3 The Owner 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 COSTS OF THIS AGREEMENT

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

5 REGISTRATION

- 5.1 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.

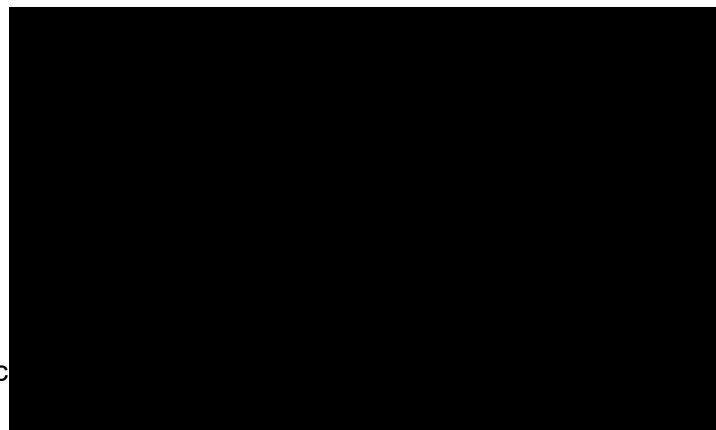
6 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 6.1 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.

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

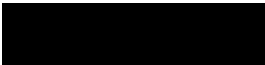


EXECUTED AS A DEED BY)
MUSKETEERS PROPERTIES LIMITED)
acting by a Director in the presence of)

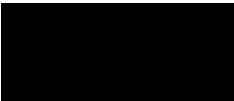
Director Signature:



Director Name:



Witness Signature:



Witness Name:



Witness Address:

