

DATED:

30th July

2026

WOKINGHAM BOROUGH COUNCIL

and

KEITH GERALD ANDREWS

and

SUSAN CAROLINE ANDREWS

DEED OF VARIATION

relating to a planning obligation by deed dated 27 May 2026
made pursuant to section 106 of the Town and Country Planning Act 1990
in respect of land at 1B Old Sawmill Lane, Crowthorne, Wokingham

Parties

(1) Wokingham Borough Council of Shute End, Wokingham, Berkshire, RG40 1WH

acting as local planning authority for the purposes of the Town and Country Planning Act 1990 (the **Council**).

(2) Keith Gerald Andrews and Susan Caroline Andrews of 1B Old Sawmill Lane, Crowthorne, Berkshire, RG45 6LN (the **Owners**)

Background

A. The Owners are the registered proprietors of the freehold land known as 1B Old Sawmill Lane, Crowthorne, Wokingham, registered at HM Land Registry under title numbers **BK330399** and **BK68282** (**Site**).

B. The Council and the Owners entered into a planning obligation by deed dated **27 May 2026** pursuant to section 106 of the Town and Country Planning Act 1990 in relation to the Site (**Original Agreement**).

C. The Original Agreement relates to the proposed development of the Site for **two self-build dwellings** and includes obligations relating to mitigation of impacts on the Thames Basin Heaths Special Protection Area, including Strategic Access Management and Monitoring, SANG contribution and capacity, monitoring costs, and related notice obligations.

D. The parties have identified that the plan attached to the Original Agreement was not the correct revised plan intended to define the Site and/or relevant land for the purposes of the Original Agreement.

E. The parties have agreed to vary the Original Agreement so that the incorrect plan attached to it is replaced by the correct plan attached to this Deed.

F. This Deed is made pursuant to section 106A(1)(a) of the Town and Country Planning Act 1990.

Agreed Terms

1. Definitions and Interpretation

1.1 In this Deed, unless the context otherwise requires:

Correct Plan means the plan attached to this Deed

Original Agreement means the section 106 agreement dated **27 May 2026** made between the Council and the Owners relating to the Site.

Site means the land known as **1B Old Sawmill Lane, Crowthorne, Wokingham**, registered at HM Land Registry under title numbers **BK330399** and **BK68282**, as shown for identification purposes on the Correct Plan.

1990 Act means the Town and Country Planning Act 1990.

1.2 Expressions defined in the Original Agreement have the same meaning in this Deed unless otherwise defined in this Deed.

1.3 References to clauses, schedules and plans in the Original Agreement are references to clauses, schedules and plans of the Original Agreement.

1.4 The headings in this Deed are for convenience only and do not affect interpretation.

2. Variation of the Original Agreement

2.1 With effect from the date of this Deed, the Original Agreement is varied as follows:

(a) the plan attached to the Original Agreement is deleted in its entirety; and

(b) the Correct Plan attached to this Deed is substituted in its place.

2.2 Any reference in the Original Agreement to the plan, the attached plan, the site plan, or any equivalent expression identifying the land by reference to the plan attached to the Original Agreement shall be read as a reference to the Correct Plan.

2.3 For the avoidance of doubt, this Deed varies the Original Agreement only to the extent expressly set out in this clause 2.

3. Continuing Effect of the Original Agreement

3.1 Except as varied by this Deed, the Original Agreement remains in full force and effect.

3.2 Nothing in this Deed releases, waives, modifies or discharges any obligation in the Original Agreement except to the extent expressly stated in this Deed.

3.3 The planning obligations in the Original Agreement, as varied by this Deed, continue to bind the Site and the Owners and their successors in title in accordance with section 106 of the 1990 Act.

4. Local Land Charge

4.1 This Deed is a planning obligation for the purposes of section 106 of the 1990 Act and is enforceable by the Council as local planning authority.

4.2 The Council may register this Deed as a local land charge.

5. Costs

5.1 Each party shall bear its own legal and professional costs incurred in connection with the preparation, negotiation, completion and registration of this Deed.

6. Delivery

6.1 This Deed is delivered on the date appearing at the beginning of this Deed.

Executed as a deed by Wokingham Borough Council

The Common Seal of
Wokingham Borough Council
was affixed to this Deed in the presence of:

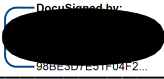


Authorised Signatory: 

Name: Siobhan Allen

Position: Legal Assistant

Executed as a deed by Keith Gerald Andrews

Signature: 

Name: **Keith Gerald Andrews**
in the presence of:

Witness signature: 

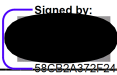
Witness name: Mr J Kinvig

Witness address: 42 Roebuck Estate
Binfield
Berks RG42 4DG

Executed as a deed by Susan Caroline Andrews

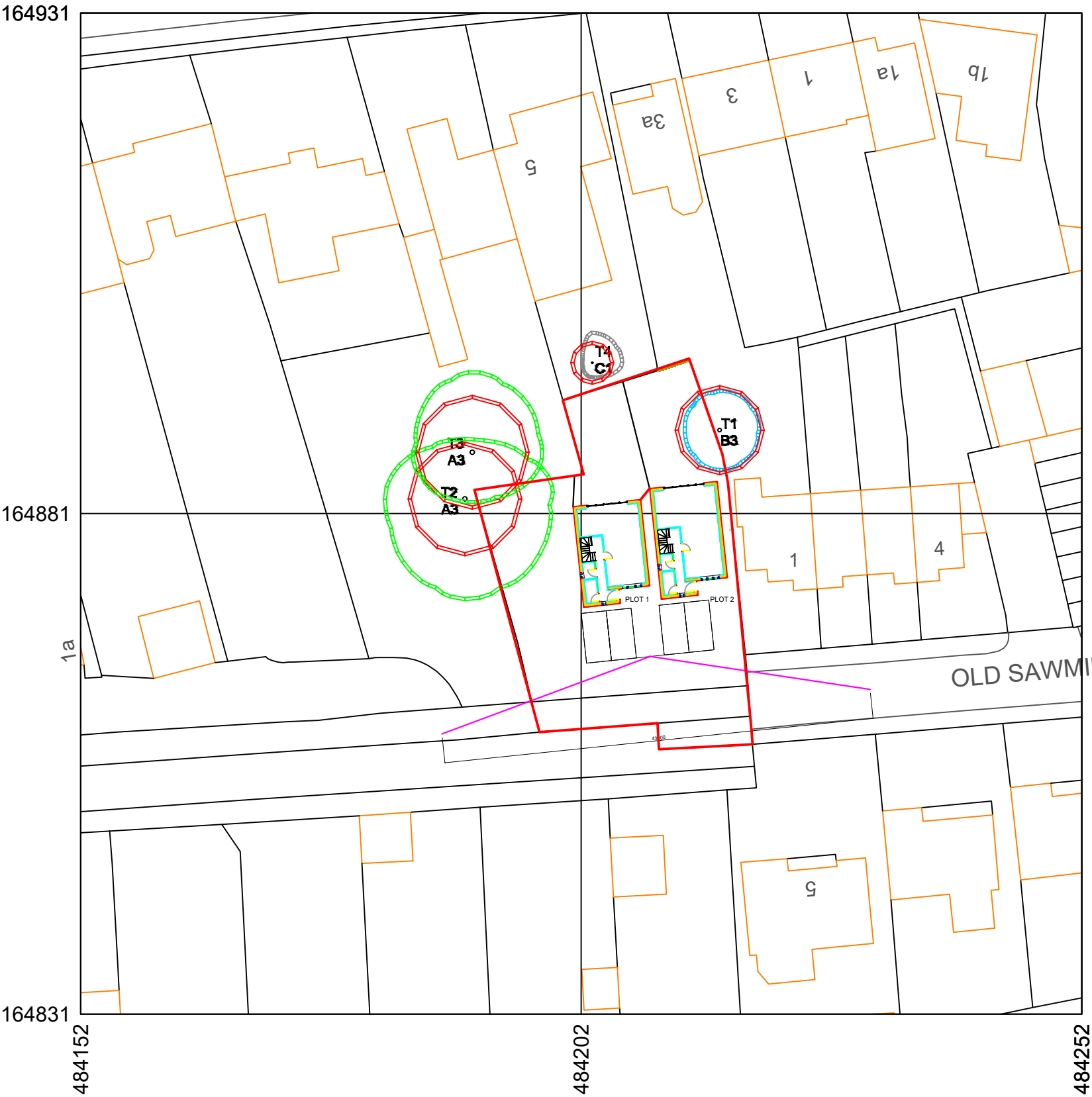
Signature: 

Name: **Susan Caroline Andrews**
in the presence of:

Witness signature: 

Witness name: Mr J Kinvig

Witness address: 42 Roebuck Estate
Binfield
Berks
RG42 4DG



LOCATION PLAN SCALE 1:500