



**WOKINGHAM
BOROUGH COUNCIL**

DATED _____ 2025

WOKINGHAM BOROUGH COUNCIL

-and-

SHARON MARGARET MILLETT and HOWARD CHARLES MILLETT

-and-

MACTAGGART & MICKEL STRATEGIC LAND LIMITED

Deed of Agreement to Provide Planning Obligations

**pursuant to Section 106 of the Town and Country Planning Act 1990 and
Section 111 Local Government Act 1972**

**in relation to the proposed development on land between Lodge Road
and Tape Lane Hurst RG10 0EG
Planning Reference Number 242067**

Appeal Reference Number APP/X0360/W/25/3364304

Legal Ref: 34000002/540

Legal Services
Wokingham Borough Council
Council Offices
Shute End
Wokingham
Berkshire
RG40 1BN

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THIS DEED OF AGREEMENT is made the day of Two Thousand and Twenty-Five

BETWEEN

- (1) **WOKINGHAM BOROUGH COUNCIL** of Council Offices, Shute End, Wokingham, Berkshire, RG40 1WH (the “**Council**”), and
- (2) **SHARON MARGARET MILLETT and HOWARD CHARLES MILLETT** of Trecarnwenn Mead End Road Sway Lymington SO41 6EH (“**the Owner**”); and
- (3) **MACTAGGART & MICKEL STRATEGIC LAND LIMITED** (Company registration number 10401881) whose registered office is at London Office 167-169 Great Portland Street 5th Floor London W1W 5PF (“**the Developer**”)

RECITALS

- A. The Council is the local planning authority for the purpose of the Act for the area in which the Site is situated and by whom the obligations created by this Deed are enforceable.
- B. The Council is the local highway authority for the area in which the Site is situated.
- C. The Owner is the freehold owner of the Site registered at HM Land Registry with title absolute subject to a promotion agreement in favour of the Developer dated 5 March 2021.
- D. The Planning Application has been made to the Council for planning permission for the Development on the Site.
- E. The Council has refused the Planning Application on 29 November 2024 and the Owner and the Developer enters into this Deed in support of the Appeal.

1. DEFINITIONS AND INTERPRETATION

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

“Act”	the Town and Country Planning Act 1990, as amended
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“Appeal”	means an appeal which is determined by the Secretary of State or his appointed Planning Inspector in relation to the Council’s refusal of the Planning Application given appeal reference number APP/X0360/W/25/3364304
“Commencement of Development”	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and no other purpose) operations consisting of marking out, surveying, ground investigations, archaeological investigations, demolition, site clearance, site preparation, investigation for the purposes of assessing contamination, remedial action in respect of contamination, diversion and laying services and the erection of any temporary means of enclosure for the purposes of site security and the temporary display of advertisements and “Commence”, “Commencement” and “Commence Development” shall be construed accordingly
“Development”	means the proposed erection of up to 99 no. dwellings, green infrastructure, open space, pedestrian and cycle links, recreational facilities and other associated infrastructure and access points on Lodge Road and Tape Lane with required improvements. (All matters reserved except for means of access.)
“Dwelling”	any dwelling (including a house flat or maisonette with associated garden garage driveway and parking spaces) to be constructed

	on the Site pursuant to the Planning Permission and "Dwellings" shall be construed accordingly
"Index"	the national all-in tender price index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or such other reference base used to compile the national all-in tender price index as shall be published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or its successor in function
"Index-Linked"	means that the sum of money payable to the Council under 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: $\text{Amount Payable} = \text{Relevant Amount} \times (\text{A divided by B})$ 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 It should be noted that the index presents forecast figures which are published quarterly. These forecast figures are updated and finalised periodically. If the indexation figure has not been finalised at such time as A is calculated then the

forecast figure will be used for the purposes of the calculation

PROVIDED THAT the Index Linked sum shall never be less than the original sum specified as payable (where such sum is specified) under this Deed

"Management Company"

means a limited company registered at Companies House or any such future management company which shall replace it in respect of which the Owner shall be and then all of the owners of the Dwellings comprised in the Development shall eventually be members and shareholders and of which the principle objects shall include as applicable in accordance with the terms of this Deed:

- a. to hold the legal interest in the Estate Roads, the Open Space, LAP and Allotments (as applicable)
- b. to levy and collect charges including service charges from persons having a relevant legal interest within the Development in respect of the management, cleaning, maintenance, winter maintenance and repair of the Estate Roads, the Open Space, LAP and Allotments (as applicable) and arranging all necessary insurances, and
- c. to keep in good maintenance and repair the Estate Roads, the Open Space, LAP and Allotments (as applicable) constructed by the Owner; and

- d. to deliver the Bus Improvement Strategy by the appointment of a suitability qualified professional (if required)

"Monitoring Fee"	means a sum calculated at a rate of five hundred and thirty eight pounds (£538.00) per planning obligation trigger for each distinct planning obligation 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 amounts to a total sum of Fifteen Thousand and Sixty Four Pounds (£15,064.00)
"Occupation" and "Occupied"	means personal residential occupation of a Dwelling by an individual or individuals in right of an interest in the Dwelling purchased or rented by that individual or individuals and 'Occupy' shall be construed accordingly.
"Open Market Dwellings"	shall mean any Dwellings which are not designated as Affordable Housing Dwellings (and "Open Market Dwelling(s)" shall be constructed accordingly)
"Parties"	means the Owner the Developer and the Council (and their successors) and where necessary or the context permits "Party" shall be construed as meaning one of the Parties
"Plan"	the plan titled "Site Location Plan" attached to this Deed
"Planning Application"	the outline planning application made under Council reference 242067 for the Development

"Planning Inspector"	means an inspector appointed by the Secretary of State to determine the Appeal
"Planning Permission"	the planning permission granted pursuant to the Appeal and shall include any subsequent permissions under Section 73 of the Act permitting the carrying out of the Development
"Protected Tenant"	means in respect of an Affordable Housing Dwelling a person who: i. has exercised the right to acquire pursuant to section 180 of the Housing and Regeneration Act 2008 and governed by the Housing (Right to Acquire) Regulations 1997 or any equivalent statutory provision for the time being in force ii. has exercised any statutory right to buy or statutory preserved right to buy pursuant to the Housing Act 1985 or any equivalent statutory provision for the time being in force iii. has been granted a lease of a unit of Shared Ownership Housing by a Registered Provider and has subsequently purchased from the Preferred Registered Provider or Approved Registered Provider 100% of the equity and owns the entire unit of Shared Ownership Housing

“Reserved Matters Application”	an application for reserved matters relating to the Planning Permission
“Reserved Matters Approval”	means the approval of the Reserved Matters Application
“Secretary of State”	means the Secretary of State for Housing, Communities and Local Government from time to time appointed and includes any successor in function or any other Secretary of State authorised for the time being to exercise the powers given under section 77, 78 and 79 of the Act
“Site”	the land known as land between Lodge Road and Tape Lane Hurst registered at HM Land Registry with title number BK297703 and BK154069 and shown for identification purposes only edged red on the Plan

2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in 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 interchangeable 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 Where more than one person is obliged to observe or perform an obligation the obligation can be enforced against all such persons 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 anyone deriving title through or under that party and in the case of the Council the successor to its statutory functions.
- 2.8 The clause headings shall not be taken into account for the purposes of the construction or interpretation of this Deed.
- 2.9 References to this Deed include references to its schedules and the schedules form a part of this Deed.
- 2.10 Where the context so admits, words defined in the individual schedules to this Deed apply to the rest of this Deed.

3. LEGAL BASIS

- 3.1 This Deed is made pursuant to all powers enabling the parties and in particular Section 106 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 Localism Act 2011 and creates planning obligations for the purposes of Section 106 of the Act and to the intent that it shall bind the Owner, as owner of the Site, and its successors in title and assigns and the persons claiming under or through it.
- 3.2 The obligations imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner and its successors in title to the Site and assigns and the persons claiming under or through it.

4. CONDITIONALITY

- 4.1 With the exception of this clause and clauses 7.1 and 10 which shall come into effect on the date hereof, this Deed is conditional upon the grant of the Planning Permission.

5. THE OWNER'S COVENANTS

- 5.1 The Owner covenants with the Council to observe and perform the covenants, restrictions and obligations expressed to be given by the Owner as set out in the schedules to this Deed.
- 5.2 The Owner covenants with the Council that it will give not less than seven (7) days prior notice in writing to the Council of:
- 5.2.1 the date of Commencement of Development
 - 5.2.2 the date of first Occupation of the Dwellings
 - 5.2.3 the date of first Occupation of 50% of the Dwellings
 - 5.2.4 the date of first Occupation of 60% of the Open Market Dwellings
 - 5.2.5 the date of first Occupation of 70% of the Open Market Dwellings
 - 5.2.6 the date of first Occupation of 75% of the Dwellings

6. THE COUNCIL'S COVENANTS

The Council covenants with the Owner to observe and perform the covenants, restrictions and obligations expressed to be given by the Council as set out in the schedules to this Deed.

7. MISCELLANEOUS

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

7.2 The Owner shall pay to the Council on or before Commencement of Development the Monitoring Fee and the Owner shall not Commence Development until the Monitoring Fee has been paid to and received by the Council PROVIDED THAT

7.2.1 In the event that the Inspector decides in his decision letter pursuant to clause 11.2 that Schedule 5 should be enforceable against the Owner then the Monitoring Fee shall increase by £ 1614 (one thousand six hundred and fourteen pounds)

7.2.2 In the event that the Inspector decides in his decision letter pursuant to clause 11.2 that Schedule 11 in relation to the Strategic Cycle Route Works should be enforceable against the Owner then the Monitoring Fee shall increase by £538 (five hundred and thirty eight pounds)

7.3 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.

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

7.5 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 and may be validly obtained only prior to the act or event to which it applies and the party giving such agreement, approval, consent or expression of satisfaction shall at all times act reasonably.

7.6 Where any payment of costs or other payments are to be made by the Owner to the Council such costs and other payments shall be deemed to be reasonable and proper.

7.7 Any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

7.8 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 provisions of this Deed.

- 7.9 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.10 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.11 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.12 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.
- 7.13 The obligations contained in this Deed shall not be binding upon nor enforceable against:
- 7.13.1 any statutory undertaker or other person acting under statutory authority who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services;
 - 7.13.2 an individual owner, occupier or tenant of an Affordable Housing Dwelling in their capacity as such EXCEPT for the obligations regulating the use of the Affordable Housing Dwellings as contained in the First Schedule and the obligations in the Schedule 11 of this Deed which shall remain binding SAVE THAT the said obligations regulating the use of the Affordable Housing Dwellings shall not be binding on Protected Tenant(s) or any successor in title to such Protected Tenant(s) and their mortgagees and their successors in title .

7.13.3 an individual owner/occupier of an Open Market Dwelling in their capacity as such, save for the obligations in the Schedule 11 which shall remain binding upon and enforceable against individual owners/occupiers

8 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.

9 CHANGE IN OWNERSHIP

The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been 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 Site or unit of occupation purchased by reference to a plan save that this clause 9 shall not apply to the disposal of any Dwellings to individual owner/occupiers

10 DISPUTE RESOLUTION

- 10.1 In the event of any dispute or difference arising between any of the Parties to this Deed in respect of any matter contained in this Deed (which the Parties cannot resolve among themselves) such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) 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 and such person shall act as an expert whose decision shall be final and binding on the Parties in the absence of manifest error and any costs shall be payable by the Parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the Parties in equal shares.

- 10.2 The Owner shall not be entitled to refer for expert determination pursuant to clause 10.1 any matter that relates to the quantum of any contribution that they are required to make pursuant to this Deed.
- 10.3 In the absence of agreement as to the appropriateness/identity of the professional body pursuant to clause 10.1 then such question may be referred by either party to the President for the time being of the Law Society for him to appoint a solicitor to determine the appropriateness/identity of the professional body such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 10.4 Any expert howsoever appointed shall be subject to the express requirement that a decision is reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight (28) Working Days after the conclusion of any hearing that takes place or twenty-eight (28) Working Days after he has received any file or written representation from all parties to the dispute.
- 10.5 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten (10) Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten (10) Working Days.
- 10.6 The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.
- 10.7 No dispute difference or question may be referred to an expert unless the dispute difference or question has first been addressed in a notice from one party to the other party and the Parties shall have met in good faith to resolve the dispute or difference amicably but have failed to do so.

11 APPEAL: MATERIALITY

- 11.1 Save for Schedule 5 and Schedule 9 and Schedule 10 (in relation to the Strategic Cycle Route Highway Works only) of this Deed if the Secretary of State or her Planning Inspector for the purposes of the determination of the Appeal shall in his decision letter for the Appeal clearly and expressly indicate that one or more of the planning obligations secured by this Deed are incompatible with any one or more of the criteria for planning obligations set out at Regulation 122 of the CIL Regulations, and/or that any such obligation is not a material planning consideration in respect of the determination of the Appeal and/or that he attaches no weight to the relevant obligation(s) for the purposes of his determination then the relevant obligation so expressly specified in the decision letter shall, from the date of the decision letter cease to have effect and the Owner shall be under no obligation to comply with it (but this shall not affect the validity or enforceability of the other obligations under this Deed) and for the avoidance of doubt where the Secretary of State or her Planning Inspector is silent upon any obligations then the obligations shall apply and be enforceable by the Council in accordance with the terms of this Deed.
- 11.2 In relation to Schedule 5 and Schedule 9 and Schedule 10 (in relation to the Strategic Cycle Route Highway Works only) of this Deed only, if the Secretary of State or her Planning Inspector for the purposes of the determination of the Appeal shall in his decision letter for the Appeal clearly and expressly indicate that the obligations of Schedule 5 and/or Schedule 9 and/or Schedule 10 (in relation to the Strategic Cycle Route Highway Works only) are in whole or in part necessary or otherwise in whole or in part meet the statutory tests set out in Regulation 122 of CIL Regulations then the said planning obligation or planning obligations to that extent shall apply and to that extent shall be enforceable by the Council (but this shall not affect the validity or enforceability of the other obligations under this Deed) and for the avoidance of doubt where the Secretary of State or her Planning Inspector is silent in the decision letter for the Appeal regarding Schedule 5 and/or Schedule 9 and/or Schedule 10 (in relation to the Strategic Cycle Route Highway Works only) then those obligations shall not apply nor be enforceable by the Council in accordance with the terms of this Deed

12 INTEREST

Any payment which is due to the Council under the terms of this Deed that is paid after the date the payment is due shall attract interest at the rate of 4% above the National Westminster Bank PLC base rate from time to time being charged from the date payment was due to the date payment is received by the Council.

13 VAT

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

14 JURISDICTION

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

15 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.

SCHEDULE 1 - AFFORDABLE HOUSING

Owner's Covenants

i. Definitions

In this schedule, the following additional words and expressions shall have the following meanings:

"Affordable Housing"	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
"Affordable Housing Contribution"	a sum or sums of money to be calculated by the Council, using the Council's standard calculation methodology that exists at the relevant point in time, to be paid to the Council and used towards the off-Site provision or regeneration of Affordable Housing within the Council's administrative area
"Affordable Housing Dwellings"	shall mean 50% of the number of Dwellings for use as Affordable Housing consisting of a mix of Social Rented Housing and Shared Ownership Housing which shall be built in compliance with the Standards (the exact size, locations and mix of which are to be agreed at the Reserved Matters Application stage), and "Affordable Housing Dwelling(s)" shall be construed accordingly
"Affordable Housing Land"	that part of the Site upon which the Affordable Housing Dwellings are to be constructed the exact position of which is to be nominated by the Owner and reasonably agreed by the Council on or before the approval of the Reserved Matters Application

“Affordable Housing Plan”	means a plan required to be approved in writing by the Council setting out the location of the Affordable Housing Dwellings on the Site
“Approved Registered Provider”	shall mean a Registered Provider approved in writing by the Council (such approval will only be given if a Preferred Registered Provider is not able or willing to take on the Affordable Housing Dwellings and evidence of such is provided to the Council)
“Nominations Agreement”	an agreement substantially in the form of the draft nominations agreement annexed hereto by which the Council may nominate tenants for the Affordable Housing Dwellings
“Preferred Registered Provider”	shall mean the Council or any one of the following Registered Providers or their respective successors and permitted assigns each of whom is a Registered Provider within the meaning of the Housing & Regeneration Act 2008 or any statutory modification thereto: - i A2Dominion - ii Aster - iii Housing Solutions - iv Loddon - v MTVH - vi Abri Group Limited - vii Sovereign - viii Vivid
“Registered Provider” or “RP”	shall mean either: (1) a registered provider within the meaning of the Housing & Regeneration Act 2008 or any statutory modifications made thereto; or (2) the Council

“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
“Social Rented Housing”	shall mean housing provided by a Registered Provider at target social rents (which are currently determined through the rent standard - that being an economic standard the ‘Regulator of Social Housing’ expects Registered Providers to comply with).
“Standards”	means built in accordance with the standards requirements and latest guidance issued by Homes England and/ or the Regulator of Social Housing and to meet the national space standards to ensure the provision of lifetime homes which are adaptable to varying needs

PART 1

Provision of Affordable Housing

The Owner covenants with the Council as follows:

1. That 50% of the Dwellings on the Site shall be provided as Affordable Housing by constructing the Affordable Housing Dwellings in accordance with this Schedule and in the location shown on the Affordable Housing Plan.
2. That the Development shall contain 50% Affordable Housing Dwellings (of the total number of Dwellings within the Site) which shall comprise of a mix to be provided by the Owner to the Council no later than the Reserved Matters Application stage and which is subject to approval in writing by the Council but which is proposed to be made up of seventy (70%) Social Rented Housing Dwellings and thirty per cent (30%) Shared Ownership Housing Dwellings unless otherwise agreed by the Council in writing. The indicative sizes and numbers (based on fifty per cent (50%) of ninety nine (99) Dwellings comprised in the Development) are as follows:

PROVIDED THAT it is agreed that the above Dwelling sizes and numbers are based

Dwelling Size	Percentage of Affordable Housing Dwellings of each Size	Number of Affordable Housing Dwellings (50 in total)
1 bed 2 person flat/maisonette	20%	10
2 bed 3 person flat/maisonette	16%	8
2 bed 4 person house	30%	15
3 bed 5 person house	20%	10
4 bed 6 person house	14%	7

upon ninety nine (99) Dwellings being constructed as part of the Development and in the event that less than ninety nine (99) Dwellings are constructed as part of the

Social Rented Housing	Shared Ownership Housing
35 Dwellings	15 Dwellings

Development the sizes and the related percentages of the Affordable Housing Dwellings shall be based on a pro rata mix based on the sizes and the related percentages referred to in the above tables.

3. **Restriction on Use**

- 3.1 That the Affordable Housing Dwellings provided on the Site shall be owned and managed by a Preferred Registered Provider or an Approved Registered Provider as may be the case and subject to paragraph 3.4 of this part shall be retained for use as Affordable Housing in perpetuity.
- 3.2 To procure that the title in respect of each Affordable Housing Dwelling is subject to covenants:

- 3.2.1 restricting the use of that Affordable Housing Dwelling to either Social Rented Housing or Shared Ownership Housing (as appropriate), and
 - 3.2.2 requiring that on each occasion that such Affordable Housing Dwelling is let or sold in accordance with the Nomination Agreement the relevant provisions of this paragraph 3 are observed and performed.
- 3.3 Subject to the terms of this Deed and the Nomination Agreement:
 - 3.3.1 no Social Rented Housing Dwelling shall be Occupied other than as Social Rented Housing; and
 - 3.3.2 no Shared Ownership Housing Dwelling shall be Occupied other than as Shared Ownership Housing.
- 3.4 The restrictions on use in this part shall not bind:
 - 3.4.1 a mortgagee provided that such mortgagee who exercises any power of sale or leasing shall first have satisfied the mortgagee sale provisions set out in Part 2 of this Schedule, or
 - 3.4.2 any Protected Tenant (or their mortgagee) of an Affordable Housing Dwelling.
- 4. **Delivery of Affordable Housing**
 - 4.1 Not to commence construction of any Open Market Dwellings unless and until the precise Affordable Housing Dwellings number and mix and the Affordable Housing Plan have all been approved in writing by the Council.
 - 4.2 Not to allow or permit first Occupation of the Development until it has submitted to the Council the name of the chosen Preferred Registered Provider or obtained written consent of the Council confirming the Council's approval of the Approved Registered Provider.
 - 4.3 Not to commence construction of the Affordable Housing Dwellings any later than 6 calendar months after the commencement of construction of the Open Market Dwellings.

- 4.4 To construct the Affordable Housing Dwellings and make the same ready for Occupation in accordance with the Standards to the reasonable satisfaction of the Council as part of the Development upon the Site at no cost to the Council prior to the use or Occupation of more than sixty per cent (60%) of the Open Market Dwellings.
- 4.5 Not to permit more than seventy per cent (70%) of the Open Market Dwellings to be used or Occupied unless and until all of the Affordable Housing has been completed and either the freehold ownership or (in the case of a flat) a minimum 125 year lease has been transferred/granted to a Preferred Registered provider or to an Approved Registered Provider on the terms set out in Part 2 of this Schedule.
- 4.6 The Owner will give not less than seven (7) days prior notice in writing to the Council of the date of occupation of 60% and 70% of the Open Market Dwellings.
- 4.7 The Preferred Registered Provider or Approved Registered Provider as the case may be (as successor in title to the Affordable Housing Land) shall enter into a Nomination Agreement with the Council within 8 weeks of the transfer of any Affordable Housing Dwellings) to that provider, or such other timescale as the Council may agree.

5. **Affordable Housing Cascade**

- 5.1 If the Owner has used all reasonable and commercially prudent endeavours to secure contracts for the sale or other disposal of the Affordable Housing Dwelling(s) to a Preferred Registered Provider or an Approved Registered Provider in accordance with the restrictions contained in this Schedule for a period of at least six (6) months but has been unable to do so it shall notify the Council in writing to that effect such notice to include evidence of the reasonable and commercially prudent endeavours so used and detailing the reasons why the contracts have not been secured.
- 5.2 Within three (3) calendar months of receipt of any notice pursuant to paragraph 5.1 above, and any additional information the Council may reasonably require, the Council shall confirm in writing to the Owner whether or not it is satisfied that the Owner has complied with the requirements of paragraph 5.1 above PROVIDED THAT where the Council does not consider that the Owner has complied with the requirements of

paragraph 5.1 above its written confirmation shall state the reason(s) for such dissatisfaction and in the event there is disagreement between the Council and the Owner in respect of the reason(s) provided either party may refer the matter for determination under clause 10 of this Deed.

- 5.3 Where it is agreed or determined that the Owner has complied with the requirements of paragraph 5.1 above then the Owner may pay the Affordable Housing Contribution to the Council.
- 5.4 After the Council has confirmed receipt of the Affordable Housing Contribution, the Owner may then dispose of the relevant Affordable Housing Dwelling(s) to which the contribution relates as Open Market Dwelling(s) (and the other paragraphs of this schedule shall then be construed accordingly)

PART 2

Terms of Offer

- 1 The Affordable Housing Dwellings shall be transferred:
 - 1.1 with vacant possession
 - 1.2 subject to any easements wayleaves and rights over on and under and any other matters to which the Owner's title is subject in relation to the Affordable Housing Dwellings as may exist at the date of the offer
 - 1.3 free from any charge or other encumbrances which would prevent the same from being used for the development and the subsequent use of them as Affordable Housing
 - 1.4 with full title guarantee and
 - 1.5 cleared of debris and building materials
 - 1.6 with all necessary rights of access and services

Price

- 2 The price of the Affordable Housing Land and the Affordable Housing Dwellings shall be an amount calculated to enable the Preferred Registered Provider or the Approved Registered Provider to acquire the Affordable Housing Dwellings without the need for public subsidy.

Costs

3. Each party shall bear its own costs of negotiation and exchange of contracts.

Rights

4. The provisions of Part 2 of this Schedule shall apply to the transfer of any Affordable Housing Dwelling

Exchange of Contracts

5. Following the written acceptance of an offer by the Preferred Registered Provider or an Approved Registered Provider the Affordable Housing Dwellings shall be exchanged between the two parties within 56 days following such written acceptance

(or such longer period as may be required by the Preferred Registered Provider or the Approved Registered Provider but in any event not exceeding 90 days).

Occupation of the Affordable Housing Dwellings

6. Subject to the terms of this Deed, the Affordable Housing Dwellings shall not be used for any purpose other than as Affordable Housing and within (eight) 8 weeks of the transfer of the Affordable Housing Dwellings to the Preferred Registered Provider or the Approved Registered Provider the Owner shall procure the execution by the Preferred Registered Provider or the Approved Registered Provider of the Nominations Agreement and deliver the same to the Council.

Affordable Housing Mortgagee Sale Provision

7. The Affordable Housing provisions in this Deed shall not be binding on a mortgagee or chargee (or any receiver including an administrative receiver or administrator) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security (each a Receiver) of the whole or any part of the Affordable Housing Dwellings (excluding First Homes) or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:
 - 7.1 Such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Dwellings and shall make reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Dwellings to another Preferred Registered Provider or to an Approved Registered Provider for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
 - 7.2 If such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Dwellings free from the Affordable Housing provisions in this Deed which provisions shall determine absolutely.

SCHEDULE 2 - CONTRIBUTIONS

i. Definitions

In this schedule, the following additional words and expressions shall have the following meanings:

"My Journey"	means the Council's Borough-wide travel awareness initiative which seeks to encourage Wokingham Borough residents to consider and make use of the various transport options available to them for local journeys
"My Journey Contribution"	means a contribution of Five Hundred and Forty Pounds (£540) per Dwelling approved pursuant to a Reserved Matters Approval Index-Linked payable towards the implementation of My Journey in respect of this scheme.
"Parking Restriction Contribution"	means the sum of Three Thousand Five Hundred Pounds (£3,500) Index-Linked towards the Council's costs of delivering any changes to parking restrictions as a result of the delivery of the Bus Improvement Strategy and/or highway works required pursuant to Schedule 10
"Parks and Gardens Contribution"	means the Index -Linked sum to be calculated in accordance with the Council's relevant adopted policy at the time by the Council following approval of the open space plan pursuant to the Reserved Matters Application (on the basis of a minimum provision of 1.1ha per 1000 population) towards, in the first instance, the provision or enhancement of new or existing parks and garden landscape in the Parishes of Hurst, Charvil, Ruscombe or Twyford or, if no suitable projects are identified by the Council, then in the administrative area of Wokingham Borough as a whole
"Speed Limit Order Contribution"	means the sum of Five Thousand Pounds (£5,000) Index Linked towards to Council's costs of the processing speed limit changes in Lodge Road and Broadwater

	Lane as a result of the access arrangements and highway works required for the Development
"Sports Facilities Contribution"	means the sum of three hundred and fifty thousand two hundred and sixty two pounds £350,262.00 Index-Linked towards, in the first instance, the provision of new outdoor sports facilities in the Parishes of Hurst, Charvil, Ruscombe or Twyford or if no suitable projects are identified by the Council then in the administrative area of Wokingham Borough as a whole

OWNER'S OBLIGATIONS

The Owner covenants with the Council as follows:

1. My Journey Contribution

- 1.1 to pay 30% of the My Journey Contribution to the Council prior to Commencement of the Development.
- 1.2 not to Commence the Development until 30% of the My Journey Contribution has been paid to and received by the Council.
- 1.3 to pay the remaining 70% of the My Journey Contribution to the Council prior to Occupation of more than 50% of the Dwellings within the Development.
- 1.4 not to Occupy nor permit Occupation of more than 50% of the Dwellings within the Development until the remaining 70% of the My Journey Contribution has been paid to and received by the Council.

2. Parking Restriction Contribution

- 2.1 to pay the Parking Restriction Contribution to the Council to the Council on or prior to Commencement of Development.

2.2 not to Commence Development until the Parking Restriction Contribution has been paid to and received by the Council.

3. **Parks and Gardens Contribution**

3.1 to pay the Parks and Gardens Contribution to the Council prior to first Occupation of the Development.

3.2 not to Occupy nor permit Occupation of any Dwelling within the Development until the Parks and Gardens Contribution has been paid to and received by the Council.

4. **Speed Limit Order Contribution**

4.1 to pay the Speed Limit Order Contribution to the Council on or prior to Commencement of Development (unless the Council has confirmed in writing that it is not required to be paid)

4.2 not to Commence Development until the Speed Limit Order Contribution has been paid to and received by the Council (unless the Council has confirmed in writing that it is not required to be paid)

5. **Sports Facilities Contribution**

5.1 to pay the Sports Facilities Contribution to the Council prior to first Occupation of the Development.

5.2 not to Occupy nor permit Occupation of any Dwelling within the Development until the Sports Facilities Contribution has been paid to and received by the Council.

SCHEDULE 3 - EMPLOYMENT SKILLS

i. Definitions

In this schedule, the following additional words and expressions shall have the following meanings:

“Employment Skills Contribution” means the Index-Linked sum to be calculated by the Council at the Reserved Matters Application stage using the formula set out below and which is payable to the Council in lieu of the production of an Employment Skills Plan and which, if received, is to be spent by the Council on supporting employment, training, apprenticeship and other appropriate initiatives to support the promotion of employment opportunities in the Borough of Wokingham:

Formula for calculating contribution set out for information:

$$1 \times £3,750 = \text{Employment Skills Contribution}$$

Where 1 is the total number of jobs created and apprenticeship starts identified in the Bands using V being the value of the construction costs of the development to be applied to the Bands below

Where $V = C \times D$

Where C= interior floor space of the Development in square metres using the number and size of Dwellings approved in the Reserved Matters Approval

Where D= the costs of construction per square metre as set out by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or its successor (currently £1,025.00)

	Bands									
Outcomes	1	2	3	4	5	6	7	8	9	10
	£1-3.5m	£3.5-6m	£6-10m	£10-15m	£15m-20m	£20-30m	£30-40m	£40-50m	£50-60m	£60-100m
Community Skills Support CSCS cards School Visits etc	3	5	7	9	11	13	16	18	19	21
Apprenticeship Starts	0	2	4	6	7	8	9	10	11	12
Jobs Created	1	2	3	6	7	8	9	9	11	11

“Employment Skills Plan”

a site specific plan which includes:

- (a) a timetable for its implementation and which complies with the Council's policy TB12 detailing how the Development accords opportunities for training, apprenticeship or other vocational initiatives to develop local employability skills required by developers, contractors and end users and
- (b) a supporting method statement to accompany the plan,

both of which are to be submitted by the Owner to the Council for approval in writing prior to the Commencement of Development and which (with reference to the table contained within the definition of the Employment Skills Contribution and the bands within that table, the bands corresponding to the cost of construction for the Development) shall provide for the required number of community skills support activities, jobs created and apprenticeship starts as are detailed in the relevant band from that table, or

such other mix as is approved in writing by the Council

EMPLOYMENT SKILLS CONTRIBUTION OR EMPLOYMENT SKILLS PLAN

Part 1 – Owner’s Covenants

The Owner covenants with the Council as follows:

1. Not to Commence Development until the Owner entirely at its own absolute discretion either:
 - 1.1. pays to the Council the Employment Skills Contribution (in which case the Council agrees that the requirements relating to the Employment Skills Plan in paragraphs 1.2 and 2 are discharged in full); or
 - 1.2. submits to the Council an Employment Skills Plan to be approved in writing by the Council such approval not to be unreasonably withheld or unreasonably delayed and the Council approves that plan (in which case paragraph 2 shall apply and the Council agrees that the requirement relating to the Employment Skills Contribution in paragraph 1.1 is discharged in full).
2. In the event the Owner elects to submit an Employment Skills Plan in accordance with paragraph 1.2 then:
 - 2.1. the Owner shall discharge the requirements of the approved Employment Skills Plan in full and to the reasonable satisfaction of the Council in accordance with the details set out in the approved Employment Skills Plan; and
 - 2.2. within seven (7) days of written request from the Council the Owner shall provide a progress report, and any further information the Council requests, to enable the Council to determine whether satisfactory progress is being made in meeting the key performance indicators in the approved Employment Skills Plan to the deadlines set out in the approved Employment Skills Plan and if the Council (acting reasonably) considers that progress is unsatisfactory the Council shall by written notice require

that the approved Employment Skills Plan is satisfactorily discharged within twenty eight (28) days of the date of the notice.

- 2.3. If at the end of that twenty eight (28) day period the Council considers insufficient progress has been made the Owner will be required to pay the Employment Skills Contribution or a proportion thereof to the Council within seven (7) days of a further written notice from the Council demanding payment.

Part 2 – Council's Covenants

1. The Council covenants with the Owner that;

1.1 if it receives the Employment Skills Contribution from the Owner in accordance with paragraph 1.1 of this Schedule, the obligations at paragraphs 1.2 and 2 of the this Schedule shall be discharged in full; and

1.2 if it receives and approves the Employment Skills Plan from the Owner in accordance with paragraph 1.2 of this Schedule, the obligations at paragraph 1.1 of this Schedule shall be discharged in full.

SCHEDULE 4 - ESTATE ROADS

i. Definitions

In this schedule, the following additional words and expressions shall have the following meanings:

"Estate Roads"	the carriageways and footways including the lighting to and drainage of the carriageways and footways to be constructed within the Site
"Estate Roads Bond"	in the event that the Owner constructs the Estate Roads in accordance with paragraph 1.1 of this Schedule a bond or guarantee with a bank or other institution acceptable to the Council and in a form acceptable to the Council to a sum sufficient to construct the Estate Roads to a durable and serviceable standard
"Estate Roads Inspection Fee"	a sum calculated on the basis of up to 10% of the sum referred to in the Estate Roads Bond representing the Council's reasonable fees for approving the Estate Roads Specification and Plans and the carrying out of any inspections and testing of materials used during the construction of the Estate Roads within the Development
"Estate Roads Specification and Plans"	the specification and plans agreed by the Council in writing in accordance with which the Estate Roads will be constructed to a durable and serviceable standard
"Highways Bond"	in the event that the Owner constructs the Estate Roads in accordance with paragraph 1.2 of this Schedule a bond or guarantee with a bank or other institution acceptable to the Council and in a form acceptable to the Council to a sum sufficient to construct the Estate Roads to the Council's adoptable standard

"Highways Commuted Sum"	the financial contribution paid to the Council as compensation for taking on the future maintenance responsibility for the Estate Roads
Highways Inspection Fee	a sum calculated on the basis of up to 10% of the sum referred to in the Highways Bond representing the Council's reasonable fees for approving the Highways Specification and Plans and the carrying out of any inspections and testing of materials used during the construction of the Estate Roads within the Development
"Highways Specification and Plans"	the specifications and plans agreed by the Council in accordance with which the Estate Roads will be constructed to the Council's adoptable standard
"Management Company"	as defined in Clause 1.1 of this Deed

1. The Owner covenants with the Council to comply with either paragraph 1.1 or paragraph 1.2 or if applicable when considering the requirements of the Bus Improvement Strategy a combination of both 1.1 and 1.2 as follows:
 - 1.1 Prior to Commencement of Development, to complete a further deed ("Estate Roads Deed") with the Council pursuant to the Act and / or any other statutory enabling powers to secure the construction of the Estate Roads on the Site in accordance with the Estate Roads Specification and Plans submitted to and approved in writing by the Council prior to the issue of Reserved Matters Approval PROVIDED THAT it is agreed:
 - 1.1.1 such Estate Roads Deed will be conditional on the Commencement of Development and will require prior to Commencement of Development the completion of the Estate Roads Bond in favour of the Council which the Council will be entitled to draw down upon in the event of default by the Owner in the construction of the Estate Roads in accordance with the approved Estate Roads Specification and Plans;

1.1.2 the Owner will pay the Council's Estate Roads Inspection Fee on Commencement of Development; and

1.1.3 the Owner shall not transfer title to the Estate Roads to a properly constituted Management Company until the Estate Roads are completed in accordance with the approved Estate Roads Specification and Plans and such Estate Roads will be maintained by the Owner to a standard to ensure their safe use by the public including pedestrians, cyclists and mechanically propelled vehicles until transferred to a Management Company and that the Owner shall procure in transfer to the Management Company an obligation to maintain to the same standard in perpetuity;

or

1.2 Prior to Commencement of Development to enter into and complete a highways agreement pursuant to section 38 of the Highways Act 1980 with the Council and any other statutory enabling powers in the form of the Council's standard section 38 agreement or such other mechanism or agreement as may be requested by the Council to dedicate the Estate Roads and to construct the Estate Roads in accordance with the approved Highways Specification and Plans to the Council's adoptable standards subject to simultaneous completion of a Highways Bond and payment of the Council's Highways Inspection Fee and Highways Commuted Sum and the Owner acknowledges that for the avoidance of doubt any statutory undertaker's work required to facilitate the carrying out of the Development shall be at the Owner's liability and the Owner shall be entirely liable for any costs of the statutory undertakers.

SCHEDULE 5 –TRAVEL PLAN PROVISIONS

i. Definitions

In this schedule, the following additional words and expressions shall have the following meanings:

“Final Travel Plan”	means the final travel plan to be submitted to the Council in accordance with this Schedule and which will include the recommendations of the Council’s Interim Travel Plan assessment and be based on the first travel survey as defined in the Interim Travel Plan and which shall be updated annually thereafter;
“Interim Travel Plan”	means the travel plan prepared by i-Transport with title “Land East of Lodge Road, Hurst: Framework Travel Plan: Date 13 November 2024 which includes provision of an on Site car club”
“Travel Plan Co-Ordinator”	means the person or company to be appointed subject to prior written approval of the Council and to undertake the travel plan obligations in accordance with this Schedule
“Travel Plan Monitoring Fee”	means the sum of Four Thousand Five Hundred Pounds (£4,500.00) Index-Linked towards the costs of monitoring the Interim Travel Plan and the Final Travel Plan;
“Travel Plan Objective”	means an objective to reduce the number and length of single car trips to be generated by the Development while supporting more sustainable forms of travel and reduce the overall need to travel
“Travel Vouchers”	means a voucher for the value of Five Hundred Pounds (£500) to be provided to the first occupier of each Dwelling towards the purchase of a bicycle, e-bicycle and/or bicycle equipment and/or bus and/or rail pass in line with the Interim Travel Plan

1. The Owner covenants with the Council as follows:
 - 1.1 The Travel Plan Co-ordinator shall be appointed not less than three (3) months prior to first Occupation and as part of such appointment will be required to fulfil all obligations on the Travel Plan Co-Ordinator as set out in this Schedule.

- 1.2 The Travel Plan Co-ordinator shall within three (3) months of the first travel survey provided in accordance with the terms of the Interim Travel Plan submit to the Council in writing the Final Travel Plan for the Council's written approval. The Final Travel Plan will include the recommendations of the Council's Interim Travel Plan assessment and be based on the first travel survey as defined in the Interim Travel Plan.
- 1.3 The Travel Plan Co-ordinator will implement the Interim Travel Plan and the approved Final Travel Plan from the Council approving in writing the Final Travel Plan.
- 1.4 The Travel Plan Co-ordinator shall undertake or commission the initial travel survey upon fifty per cent (50%) Occupation of the Development or six (6) months after first Occupation, whichever occurs soonest. A survey will then be undertaken annually for a period of five (5) years from the date of the initial survey.
- 1.5 The Travel Plan Co-ordinator will report the survey results to the Council within three (3) months of each travel survey in the form of a monitoring report.
- 1.6 The Owner shall pay the Travel Plan Monitoring Fee to the Council on or before Commencement of Development.
- 1.7 The Travel Plan Co-ordinator shall implement the measures/initiatives and use reasonable endeavours to achieve the Travel Plan Objective within five (5) years of the first survey (which first survey shall be no later than either at fifty per cent (50%) of Occupation, or six (6) months after first Occupation whichever occurs soonest in accordance with paragraph 1.4 above).
- 1.8 The Travel Plan Co-ordinator will be responsible for handing over the responsibility of the Final Travel Plan to the residents' association or equivalent at the end of five (5) years
- 1.9 A package of measures/initiatives will be made available to all residents and, where practical, visitors of and to the Development. The measures to encourage sustainable travel will include any or all of the items listed (a) to (i) in this paragraph 1.9. In the event the Travel Plan Objective is not being met, then additional measures or initiatives will be introduced individually or collectively so that the Travel Plan Objective is achieved and/or maintained:
 - a) Provide travel information in the form of a welcome pack;

- b) Promotion of a car sharing database;
- c) Promoting the use of electrical vehicles
- d) Travel plan newsletter prepared by the Travel Plan Co-ordinator and distributed to residents of the Development;
- e) Community travel website;
- f) Establish the Electric Vehicle Car Club
- g) Establish the Bicycle User Group (as defined in the Interim Travel Plan)
- h) Promote the Bus Improvement Strategy
- i) Provide to the first Occupier of each Dwellings a sustainable travel voucher to the value of £500 towards public transport tickets and/or cycle equipment purchase (limited to one voucher per Dwelling);

2. Travel Vouchers

- 2.1 To provide a Travel Voucher to each household within 6 (six) weeks of the first Occupation of each Dwelling.
- 2.2 The Travel Voucher shall be valid for no less than twelve (12) months from the date of initial Occupation of a Dwelling and within fifteen (15) Working Days of receipt of valid receipts for the purchase of season tickets for public transport and/or cycles and/or cycling equipment (in the name of a member of the household referred to in paragraph 2.1 above) the first occupier of each Dwelling shall be reimbursed by the Owner to the value of such receipts up to a maximum of five hundred pounds (£500).

SCHEDULE 6 – OPEN SPACE

i. Definitions

In this schedule, the following additional words and expressions shall have the following meanings:

“Certificate of Practical Completion”	a certificate to be issued by the Council to certify the laying out and/ or construction of the Open Space (or part thereof) has been Practically Completed to the Council’s reasonable satisfaction.
“Final Certificate”	a certificate to be issued by the Council to certify the Open Space has been maintained to the Council’s reasonable satisfaction for the duration of the Maintenance Period and any remedial or other maintenance works have been completed by the Owner to the Council’s reasonable satisfaction
“Maintenance Period”	the period of twelve (12) calendar months from the date of the final Certificate of Practical Completion or until the issue of the Final Certificate (if later)
“Open Space”	the communal areas of informal and formal open space including a community orchard to be provided within the Site the exact size, location and boundaries of which are to be subject to the written approval of the Council following submission of the open space plan pursuant to the Reserved Matters Application to include a. parks and gardens with a minimum provision of 1.1ha per 1000 population b. amenity green space (inc semi natural green space) with a minimum provision of 2.84 ha per 1000 population c. ancillary green space with a minimum provision of 0.98 ha per 1000 population

“Open Space Commuted Sum” the Index-Linked sum(s) to be to be calculated by the Council based on the rates applicable at the time of payment for annual maintenance of the relevant parts of the Open Space to provide for no less than 20 years maintenance in accordance with the Council’s relevant adopted policy at the time:

- parks and gardens
- amenity green space
- ancillary greenspace

“Open Space Detailed Specification and Management Plan” the detailed specification for the establishment and future management and maintenance of the Open Space which shall include the location of the site compound and where applicable, the basis of sharing costs of maintenance and management between Dwellings and methodology for recovery of costs from the Dwellings, the calculation of the Open Space Commuted Sum and the formation of the Management Company with responsibility to perform such obligations (in the event the Open Space is transferred to a management company) and any other information the Council may reasonably require

1. The Owner covenants with the Council as follows:
 - 1.1 not to erect any Dwellings on the Open Space nor to use the Open Space other than for open space and outdoor recreation, save for temporarily in respect of the site compound whilst the Development is being initially constructed as approved by a Reserved Matters Approval and the Open Space Detailed Specification and Management Plan;

- 1.2 to submit to the Council for its written approval (such approval not to be unreasonably withheld or delayed) the Open Space Detailed Specification and Management Plan as part of the Reserved Matters Application in respect of the Site;
- 1.3 not to Commence Development until the Council has approved the Open Space Detailed Specification and Management Plan in writing;
- 1.4 to construct and deliver the Open Space approved as part of the Reserved Matters Approval in accordance with the approved Open Space Detailed Specification and Management Plan and in the location approved by a Reserved Matters Approval and in accordance with the requirements of this Schedule so that the part of the Open Space not to be used as a site compound (as approved by the Open Space Detailed Specification and Management Plan) is constructed and delivered prior to the Occupation of not more than 75% of the Dwellings within the Site and the part of the Open Space approved for use as a site compound pursuant to the Open Space Detailed Specification and Management Plan is delivered prior to Occupation of any of the final 3 Dwellings on the Site;
- 1.5 not to Occupy 75% or more of the Dwellings until the Council has issued the Certificate of Practical Completion for that part of the Open Space not used for the site compound as approved by the Open Space Detailed Specification and Management Plan;
- 1.6 not to Occupy the final 3 Dwellings on the Development until the Council has issued the Certificate of Practical Completion for that part of the Open Space previously used for the site compound as approved by the Open Space Detailed Specification and Management Plan
- 1.7 following completion of the Open Space (or part thereof in accordance with the Open Space Detailed Specification and Management Plan the Owner shall serve notice on the Council inviting it to inspect the Open Space (or part thereof) and issue a Certificate of Practical Completion (which shall not be unreasonably withheld or delayed);
- 1.8 if the Council chooses to inspect the Open Space (or part thereof) and identifies remedial works the Owner shall complete such remedial work to the reasonable satisfaction of the Council within twenty eight (28) days of the Council identifying the necessary remedial works (or such other timescale as may be agreed in writing with the Council);

- 1.9 upon completion of any remedial works the Owner shall serve notice in writing on the Council inviting it to inspect the remedial works identified pursuant to paragraph 1.7 and issue a Certificate of Practical Completion (which shall not be unreasonably withheld or delayed);

PROVIDED THAT:-

(a) if the Council fails to inspect the Open Space within 28 Working Days after receipt of the notice of invitation from the Owner; or

(b) fails to issue a Certificate of Practical Completion for the Open Space within 28 Working Days after the inspection where no remedial works have been identified

then the Certificate of Practical Completion for the Open Space shall be deemed to have been issued at the end of those specified periods;

- 1.10 the requirements of paragraph 1.9 then repeat themselves until the Council has been able to issue a Certificate of Practical Completion or the Certificate of Practical Completion for the Open Space has been deemed to have been issued

- 1.11 following issue of the relevant Certificate of Practical Completion the Owner shall;

1.11.1 maintain the relevant part of the Open Space for the Maintenance Period to the reasonable satisfaction of the Council;

1.11.2 not use the relevant part of the Open Space otherwise than as an area of open space and for outdoor recreation subject to the rights of the Owner, and

1.11.3 allow access to the relevant part of the Open Space (free of charge but on a permissive basis only) in perpetuity to members of the public each day for the purpose of recreation and play (unless the Council agrees otherwise in writing)

- 1.12 on expiration of the Maintenance Period the Owner shall serve notice on the Council inviting them to inspect the Open Space and issue a Final Certificate (which shall not be unreasonably withheld or delayed);

1.12.1 if the Council chooses to inspect the Open Space and identifies remedial/maintenance works, to complete such remedial/maintenance works to the reasonable satisfaction of the Council within twenty eight (28) days of the Council identifying them (or such other timescale as may be agreed in writing with the Council); and

1.12.2 upon completion of any remedial/maintenance works, to serve notice on the Council inviting them to inspect the remedial/maintenance works identified by them pursuant to paragraph 1.12.1 and issue a Final Certificate (which shall not be unreasonably withheld or delayed)

PROVIDED THAT:-

(a) if the Council fails to inspect the Open Space within 28 Working Days after receipt of the notice of invitation from the Owner; or

(b) fails to issue a Final Certificate for the Open Space within 28 Working Days after the inspection where no remedial works have been identified

then the Final Certificate for the Open Space shall be deemed to have been issued at the end of those specified periods;

1.12.3 the requirements of paragraph 1.12 then repeat themselves until the Council has been able to issue the Final Certificate for the Open Space or the Final Certificate for the Open Space has been deemed to have been issued.

1.13 Not later than fourteen (14) days following the issue of a Final Certificate, the Owner the Owner shall make an irrevocable offer to Transfer the Open Space to the Council.

1.14 The Council may subsequently nominate another body or organisation at the Council's discretion to take a transfer of the Open Space (the "Nominated Party"). In the event of the Council specifying a Nominated Party, the Owner shall make an irrevocable offer to transfer the Open Space to that Nominated Party within fourteen (14) days of receiving the Nominated Party's details from the Council. PROVIDED THAT, if the Council or the Nominated Party does not accept the offer of a transfer of

the Open Space within twenty eight (28) days (or within such other timescale as is reasonably agreed in writing between the Owner and the Council) of receiving an offer from the Owner then the Owner shall transfer the Open Space to the Management Company in accordance with the provisions of this schedule.

- 1.15 a transfer of the Open Space to the Council or to the Nominated Party (which shall be subject to agreement and acceptance of the same in writing by the Council, or Nominated Party as appropriate, exercising its discretion) shall be for a nominal consideration of no more than One Pound (£1.00) (if so demanded) with full title guarantee and free from any charge or other encumbrances and such transfer shall be subject to terms to be reasonably agreed in writing between the Owner and the Council (and the Nominated Party as appropriate) including terms that:

1.5.1 members of the public shall continue to have perpetual permissive rights of access and use over the Open Space;

1.15.2 the transferee shall maintain the Open Space in accordance with the approved Open Space Detailed Specification and Management Plan subject to the rights of the transferee as the successor in title to the Owner, and

1.15.3 the Owner is to pay the transferee's reasonable legal costs of the transfer

and the Owner will at its own expense issue and deliver to the Council (or to the Nominated Party as appropriate) and release to it for completion a signed land transfer deed (the terms and details of which must have been previously agreed between the Owner and the Council (and the Nominated Party as appropriate) prior to signature and release for completion) within fifty six (56) days of the Council (or the Nominated Party as appropriate) accepting the offer of the Owner to transfer the Open Space to the Council/Nominated Party (or such longer timescale as the Council may reasonably specify).

- 1.16 where the Council or the Nominated Party have elected to take a transfer of the Open Space pursuant to paragraph 1.14 the Owner shall:

1.16.2 maintain the Open Space in accordance with the Open Space Detailed Specification and Management Plan as approved in writing by the Council until such time as the Open Space is transferred to the Council or Nominated Party (as appropriate); and

1.16.3 the Owner shall pay to the Council the Open Space Commuted Sum, as a once and for all contribution towards the cost of the future maintenance of the Open Space, immediately ahead of completion of the transfer of the Open Space to the transferee.

1.17 in the event that the Council (or the Nominated Party as appropriate) does not accept the transfer of the Open Space in accordance with paragraph 1.14 then the Open Space shall, within fifty-six (56) days of the Owner notifying the Council of its intention to transfer the Open Space to the Management Company (in accordance with paragraph 1.17) or within fifty-six (56) days of either the Council or the Nominated Party as appropriate declining the transfer, (whichever is relevant) (or such other timescale as the Council may agree), be transferred to the Management Company pursuant to the approved Open Space Detailed Specification and Management Plan for the long term management of the Open Space with a covenant that:

1.17.1 members of the public shall continue to have perpetual permissive rights of access and use over the Open Space;

1.17.2 the Open Space shall not be used otherwise than as an area of open space and for outdoor recreation subject to the rights of the Owner; and

1.17.3 the Management Company shall maintain the Open Space on the Development in accordance with the approved Open Space Detailed Specification and Management Plan;

but which shall otherwise be free from encumbrances.

1.18 Where the Council (or Nominated Party as appropriate) do not elect to take a transfer of the Open Space the Owner, and the Management Company as successor in title to the Owner, shall maintain the Open Space in perpetuity to the Council's reasonable satisfaction and in accordance with the approved Open Space Detailed Specification and Management Plan and, in addition, the Owner shall procure in transfer to the Management Company an obligation to maintain to the same standard as set out in the approved Open Space Detailed Specification and Management Plan in perpetuity.

- 1.19 where the Owner is to transfer the Open Space to the Management Company, the Owner must agree with the Council the details of the Management Company, including provisions for costs/maintenance costs before the transfer is completed.

SCHEDULE 7 – LAP

i. Definitions

In this schedule, the following additional words and expressions shall have the following meanings:

“Certificate of Practical Completion (LAP)”	a certificate to be issued by the Council to certify the laying out and construction of the LAP (as the case may be) as been Practically Completed to the Council’s reasonable satisfaction
“Final Certificate (LAP)”	a certificate issued by the Council confirming that the LAP has been maintained to its reasonable satisfaction during the Maintenance Period (LAP) and any remedial works have been completed
“LAP”	a local area of play comprising an area of not less than 0.0594 ha of activity zone otherwise constructed in accordance with the principles in the Wokingham Play Space Design Guide Technical Note the exact location specification and boundaries of which are to be agreed in writing by the Council as part of the relevant Reserved Matters Approval
“LAP Commuted Sum”	the Index-Linked sum to be calculated by the Council after the Council’s review and approval of the LAP Detailed Specification and Management Plan of the Planning Permission to be used towards the maintenance of the Play Area for a period of 20 years
“LAP Detailed Specification and Management Plan”	means the detailed specification for the establishment and future maintenance of the LAP which shall include the basis of sharing costs of maintenance and management between Dwellings and methodology for recovery of costs from the Dwellings and the formation of the Management Company with responsibility to perform such obligations (for in the event the Play Area is

transferred to a management company) and any further information the Council may reasonably require

"Maintenance Period (LAP)" the period of twelve (12) calendar months from the date of the Certificate of Practical Completion (LAP) or until all outstanding remedial works have been completed to the Council's reasonable satisfaction (if longer)

1. The Owner covenants with the Council as follows:
 - 1.1 Not to erect any Dwellings on the LAP nor to use the LAP other than for a LAP for outdoor play and recreation by the general public;
 - 1.2 to submit to the Council for its written approval (such approval not to be unreasonably withheld or delayed) the LAP Detailed Specification and Management Plan as part of the Reserved Matters Application and not to Commence Development until the LAP Detailed Specification and Management Plan has been approved in writing by the Council.
 - 1.3 to construct and deliver the LAP in accordance with the LAP Detailed Specification and Management Plan approved in writing by the Council and in the location as per the approved by a Reserved Matters Approval as evidenced by the issue of the Certificate of Practical Completion (LAP), and in accordance with the requirements of this Schedule prior to first Occupation of not more than 75% of the Dwellings within the Development (and not to Occupy 75% or more of the Dwellings until the Council has issued the Certificate of Practical Completion (LAP));
 - 1.4 following completion of construction of the LAP the Owner shall serve notice in writing on the Council inviting it to inspect the constructed LAP and issue a Certificate of Practical Completion (LAP) (which shall not be unreasonably withheld or delayed);
 - 1.4.1 if the Council chooses to inspect the LAP then on inspection the Council will identify to the Owner any necessary remedial works and the Owner shall complete such remedial works to the reasonable satisfaction of the Council within twenty eight (28) days of the Council identifying the necessary remedial works (or such other timescale as may be agreed in writing with the Council);

- 1.4.2 upon completion of the remedial works the Owner shall serve notice in writing on the Council inviting it to inspect such remedial works and issue a Certificate of Practical Completion (LAP) (which shall not be unreasonably withheld or delayed);

PROVIDED THAT:-

(a) if the Council fails to inspect the LAP within 28 Working Days after receipt of the notice of invitation from the Owner; or

(b) fails to issue a Certificate of Completion (LAP) within 28 Working Days after the inspection where no remedial works have been identified

then the Certificate of Completion (LAP) shall be deemed to have been issued at the end of those specified periods;

- 1.4.3 the requirements of paragraph 1.4 then repeat themselves until the Council has been able to issue the Certificate of Completion (LAP)

- 1.5. on completion of construction of the LAP to procure a Royal Society for the Prevention of Accidents (RoSPA) report or such alternative report produced in accordance with the RoSPA Code of Good Practice for play areas and the RoSPA inspection methodology by a suitably qualified inspector registered with the Register of Play Inspectors International (RPII) in respect of the Play Area as constructed and submit the same to the Council;
- 1.6. prior to Occupation of not more than 75% of the Dwellings to make such corrective amendments to the LAP as may be required to satisfy and/or correct any adverse safety comments made in such RoSPA report or such alternative report produced in accordance with the RoSPA Code of Good Practice for play areas and the RoSPA inspection methodology by a suitably qualified inspector registered with the Register of Play Inspectors International (RPII);
- 1.7. On the issue of the Certificate of Practical Completion (LAP) the LAP shall be maintained by the Owner to the reasonable satisfaction of the Council for the

Maintenance Period (LAP) during which time any defects shall be made good as soon as practicable and routine maintenance carried out;

- 1.8. on expiration of the Maintenance Period (LAP) the Owner shall serve notice on the Council in writing inviting it to inspect the LAP and issue a Final Certificate (LAP) confirming that such works have been maintained to its reasonable satisfaction (which shall not be unreasonably withheld or delayed);
 - 1.8.1 if the Council chooses to inspect then on inspection the Council will identify to the Owner any necessary remedial works and the Owner shall complete such remedial works notified to them to the reasonable satisfaction of the Council as soon as reasonably practicable; and
 - 1.8.2 upon completion of any remedial works notified to them the Owner shall serve notice in writing on the Council inviting it to inspect such remedial works and issue a Final Certificate (LAP) (which shall not be unreasonably withheld or delayed);

PROVIDED THAT:-

(a) if the Council fails to inspect the LAP within 28 Working Days after receipt of the notice of invitation from the Owner; or

(b) fails to issue a Final Certificate (LAP) within 28 Working Days after the inspection where no remedial works have been identified

then the Final Certificate (LAP) shall be deemed to have been issued at the end of those specified periods;

1.8.3 the requirements of paragraph 1.8 then repeat themselves until the Council has been able to issue the Final Certificate (LAP) or the Final Certificate (LAP) has been deemed to have been issued

- 1.9 Not later than fourteen (14) days following the issue of the Final Certificate (LAP), the Owner shall the Owner shall make an irrevocable offer to Transfer the LAP to the Council.
- 1.10 The Council may subsequently nominate another body or organisation at the Council's discretion to take a transfer of the LAP (the "Nominated Party"). In the event of the Council specifying a Nominated Party, the Owner shall make an irrevocable offer to transfer the LAP to that Nominated Party within fourteen (14) days of receiving the Nominated Party's details from the Council. PROVIDED THAT, if the Council or the Nominated Party does not accept the offer of a transfer of the LAP within twenty eight (28) days (or within such other timescale as is reasonably agreed in writing between the Owner and the Council) of receiving an offer from the Owner then the Owner shall transfer the LAP to the Management Company in accordance with the provisions of this schedule.
- 1.11. a transfer of the LAP to the Council or to the Nominated Party (which shall be subject to agreement and acceptance of the same in writing by the Council, or Nominated Party as appropriate, exercising its discretion) shall be for a nominal consideration of no more than One Pound (£1.00) (if so demanded) with full title guarantee subject to the provisions as set out in paragraphs 1.11.1-1.11.4 below (unless otherwise agreed in writing between the Owner and the Council (and the Nominated Party as appropriate)) but otherwise free from charges and other encumbrances and such transfer shall be subject to terms to be reasonably agreed in writing between the Owner and the Council (and the Nominated Party as appropriate) and contain covenants that:
- 1.11.1 members of the public shall continue to have perpetual permissive rights of access and use over the LAP;
- 1.11.2 the LAP shall not be used otherwise than as an area for outdoor recreation and play;
- 1.11.3 the transferee shall maintain the LAP in accordance with the LAP Detailed Specification and Management Plan as approved in writing by the Council subject to the rights of the transferee as the successor in title to the Owner; and
- 1.11.4 the Owner shall pay the transferee's reasonable legal costs of the transfer; and

the Owner will at its own expense issue and deliver to the Council (or to the Nominated Party as appropriate) and release to it for completion a signed land transfer deed (the terms and details of which must have been previously agreed between the Owner and the Council (and to the Nominated Party as appropriate) prior to signature) within fifty six (56) days of the Council (or to the Nominated Party as appropriate) accepting the offer of the Owner to transfer the LAP to the Council/Nominated Party (or such other longer period as the Council may reasonably specify);

- 1.12 Where the Council or the Nominated Party have elected to take a transfer of the LAP in accordance with paragraph 1.11 the Owner shall:

1.12.1 maintain the LAP in accordance with the LAP Detailed Specification and Management Plan as approved in writing by the Council until such time as the LAP is transferred to the Council or Nominated Party (as appropriate); and

1.12.2 pay to the Council the LAP Commuted Sum as a once and for all contribution towards the cost of the future maintenance of the LAP immediately ahead of completion of the transfer of the LAP to the transferee;

- 1.13. In the event the Council (or the Nominated Party as appropriate) does not accept the transfer of the LAP in accordance with paragraph 1.10 then the LAP shall, within fifty-six (56) days of the Owner notifying the Council of its intention to transfer the LAP to the Management Company (in accordance with paragraph 1.13) or within fifty-six (56) days of either the Council or the Nominated Party as appropriate declining the transfer (as relevant) (or such other timescale as the Council may agree), be transferred to the Management Company for its long term management with a covenant that:

1.13.1 members of the public shall continue to have perpetual permissive rights of access and use over the LAP;

1.13.2 the LAP shall not be used otherwise than as an area for outdoor play and recreation; and

1.13.3 the Management Company shall maintain the Play Area on the Development in accordance with the LAP Detailed Specification and Management Plan as approved in writing by the Council subject to the rights of the Management Company as the successor in title to the Owner;

but which shall otherwise be free from encumbrances.

- 1.14 Where the Council (or Nominated Party as appropriate) do not elect to take a transfer of the LAP the Owner, and the Management Company as successor in title to the Owner, shall maintain the LAP in perpetuity to the Council's reasonable satisfaction and in accordance with the LAP Detailed Specification and Management Plan as approved in writing by the Council and, in addition, the Owner shall procure in transfer to the Management Company an obligation to maintain to the same standard as set out in the approved LAP Detailed Specification and Management Plan in perpetuity.
- 1.15 Once constructed, the LAP must be made available for use by the general public on a permissive basis in perpetuity in accordance with any reasonable conditions the Owner and the Council may agree from time to time.

SCHEDULE 8 – ALLOTMENTS

i. Definitions

In this schedule, the following additional words and expressions shall have the following meanings:

“Allotments”	provision of land forming part of the Site (the exact location and boundaries of which are to be determined within the open space plan pursuant to the Reserved Matters Application and in accordance with the Allotments Specification being used to promote local food production and provide an opportunity for the community to grow produce as part of the long terms promotion of sustainability health and social interaction
“Allotments Commuted Sum”	the Index-Linked sum to be calculated by the Council following approval of the open space plan pursuant to the Reserved Matters Application for annual maintenance of the Allotments in accordance with the Council’s relevant adopted policy at the time
“Allotments Contribution”	the Index-Linked sum of £67,953.60 towards the provision of new and/or refurbishment of the existing Allotments
“Allotments Specification”	the detailed drawings and specification to be provided to the Council which shall be subject to its written approval and which shall include details of the Allotments to be provided on the Site as part of the Reserved Matters Application for the Development such specification to include plot dimensions, essential facilities such as access to water points, vehicular access, loading and unloading area, secure perimeter fencing and gates, internal haulage ways, internal paths, composting facilities and any other details reasonably required by the Council

“Certificate of Practical Completion (Allotments)”	a certificate to be issued by the Council to certify the laying out and construction of the Allotments (as the case may be) has been Practically Completed to the Council’s reasonable satisfaction
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“Service Installations”	means all sewers drains pipes wires cables channels watercourses ducts flues conduits optic fibres pumping stations holding tanks drainage systems and all other conducting media and associated equipment
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1. The Owner covenants with the Council as follows:

EITHER:

- 1.1 Not to Commence Development until the Owner pays to the Council the Allotments Contribution (in which case the Council agrees that the remaining requirements of this Schedule are discharged in full);

OR

- 1.2 to submit to the Council for its written approval (such approval not to be unreasonably withheld or delayed) the Allotments Specification as part of the Reserved Matters Application in respect of the Site and not to Commence Development until the Council has approved the Allotments Specification.
- 1.3 to construct the Allotments in accordance with the Allotments Specification approved by the Council
- 1.4 not to Occupy nor permit or allow Occupation of more than 75% of the Dwellings until the Allotments have been constructed and completed in accordance with the approved Allotments Specification to be evidenced by the issue of the Certificate of Practical Completion (Allotments)
- 1.5 Following completion of construction of the Allotments the Owner shall serve notice in writing on the Council inviting it to inspect the constructed Allotments and issue a Certificate of Practical Completion (Allotments) (which shall not be unreasonably withheld or delayed);

1.5.1 if the Council chooses to inspect the Allotments then on inspection the Council will identify to the Owner any necessary remedial works and the Owner shall complete such remedial works to the reasonable satisfaction of the Council within twenty eight (28) days of the Council identifying the necessary remedial works (or such other timescale as may be agreed in writing with the Council);

1.5.2 upon completion of the remedial works the Owner shall serve notice in writing on the Council inviting it to inspect such remedial works and issue a Certificate of Practical Completion (Allotments) (which shall not be unreasonably withheld or delayed);

PROVIDED THAT:-

(a) if the Council fails to inspect the Allotments within 28 Working Days after receipt of the notice of invitation from the Owner; or

(b) fails to issue a Certificate of Practical Completion (Allotments) within 28 Working Days after the inspection where no remedial works have been identified

then the Certificate of Practical Completion (Allotments) shall be deemed to have been issued at the end of those specified periods;

1.5.2 The requirements of paragraphs 1.5 then repeat themselves until the Council has been able to issue the Certificate of Practical Completion (Allotments) or the Certificate of Practical Completion (Allotments) has been deemed to have been issued

1.6 Within 14 days from the issue of the Certificate of Practical Completion (Allotments) the Owner shall the Owner shall make an irrevocable offer to Transfer the Allotments to the Council.(the Council may subsequently nominate another body or organisation to which the Allotments should be transferred (the 'Nominated Party'). Any transfer to the Council or Nominated Party shall be subject to agreement and acceptance of the same in writing by the Council or the Nominated Party (as the case may be) exercising its discretion) for a nominal consideration of no more than One Pound (£1.00) (if so demanded) with full title guarantee free from charges or other encumbrances at no cost to the Council (or Nominated Party as appropriate) for the long term management of such Allotments with a covenant that the Allotments shall

not be used otherwise than as an area for allotments or activities ancillary thereto and with a condition that residents of the Site should be given priority of the allocation of individual plots within the Allotments and the Owner shall not transfer title to the Allotments until the Allotments are completed in accordance with the approved Allotments Specification);

- 1.7 Where the Council or the Nominated Party have elected to take a transfer of the Allotments, the Owner will at its own expense issue and deliver to the Council or the Nominated Party (as the case may be) and release to it for completion a signed land transfer deed (the terms and details of which must have been previously agreed between the Owner and the Council (and the Nominated Party as appropriate) prior to signature and release for completion) within fifty six (56) days of the Council or the Nominated Party (as the case may be) accepting the offer of the Owner to transfer the Allotments to the Council or the Nominated Party (as the case may be) (or such other longer timeframe as the Council may reasonably specify).
- 1.8 Where the Council or the Nominated Party have elected to take a transfer of the Allotments pursuant to paragraph 1.6 the Owner shall maintain the Allotments in accordance with the Allotments Specification as approved in writing by the Council until such time as the Allotments are transferred to the Council or the Nominated Party (as the case may be) subject to the rights of the Owner set out above and further, the Owner shall pay the Council or Nominated Party's (as appropriate) reasonable costs and expenses of the transfer and the Owner shall pay to the Council the Allotments Commuted Sum, as a once and for all contribution towards the cost of the future maintenance of the Allotments, immediately ahead of completion of the transfer of the Allotments to the transferee.
- 1.9 In the event the Council and the Nominated Party as appropriate do not accept the transfer of the Allotments in accordance with paragraph 1.1.5 then the Allotments shall be transferred to the Management Company, within fifty six (56) days of the Owner notifying the Council of its intention to transfer the Allotments to the Management Company or within fifty-six (56) days of the Council and/or the Nominated Party deciding not to accept the transfer (or such other timescale as the Council may agree), pursuant to the approved Allotments Specification for their long term management subject to such rights as the Owner may reasonably reserve for

the benefit of the Service Installations for the rest of the Development and with covenants that:

- 1.9.1 members of the public shall continue to have permissive rights of access and use over the Allotments in perpetuity;
- 1.9.2 the Allotments shall not be used otherwise than as an area of allotments for outdoor recreation/food production subject to the rights of the Owner; and
- 1.9.3 the Management Company shall maintain the Allotments on the Site in accordance with the approved Allotments Specification subject to the rights of the Management Company as the successor in title to the Owner;

but which shall otherwise be free from encumbrances.

- 1.10 Where the Council and the Nominated Party (as appropriate) do not elect to take a Transfer of the Allotments pursuant to paragraph 1.6 the Owner, and the Management Company as successor in title to the Owner, shall maintain the Allotments on the Development in perpetuity to the Council's reasonable satisfaction and in accordance with the approved Allotments Specification subject to the rights of the Owner set out above and, in addition, residents of the Site shall be given priority of the allocation of individual plots within the Allotments (with the plots also capable of being allocated to residents of Wokingham Borough as a whole through the active waiting lists held by the Council);
- 1.11 Once constructed in accordance with this schedule, members of the public shall have permissive rights of access and use over the Allotments in perpetuity and the Allotments shall not be used otherwise than as an area of allotments for outdoor recreation/food production, both subject to any conditions the Council and the Owner may agree from time to time;

SCHEDULE 9 – BUS IMPROVEMENT STRATEGY

i. Definitions

In this schedule, the following additional words and expressions shall have the following meanings:

“Bespoke Bus Service”	means the bus service serving the Development and connecting to Twyford rail station, Twyford centre and Piggot School to be established and operated in accordance with the Bus Improvement Strategy
“Bespoke Bus Service Site Connection”	means the bus link through the Site to provide a connection from Lodge Road to Tape Lane shown indicatively on the Bespoke Bus Service Site Connection Plan and in accordance with the details approved in the Bus Improvement Strategy
“Bespoke Bus Service Site Connection Plan”	means the plan annexed hereto with title “Bespoke Bus Service Site Connection Plan” or such other plan approved in writing by the Council
“Bespoke Bus Service Works”	means the provision of 2 (two) new bus stops on Lodge Road and the relocation of existing bus stops on Broadwater Lane shown indicatively on the Bespoke Bus Service Works Plan and in accordance with the details approved in the Bus Improvement Strategy to facilitate the diversion of the Service 128/129 service
“Bespoke Bus Service Works Plan”	means the plan annexed hereto with title “Bespoke Bus Service Works Plan” or such other plan approved in writing by the Council
“Bus Improvement Strategy”	means a scheme broadly in accordance with the “Land East of Lodge Road, Hurst: Proposed Bus Improvement Strategy” dated 10 July 2025 annexed to this Deed to be approved in writing by the Council to provide improved bus-based transport services between the Development and Twyford, including serving Twyford Railway Station, Twyford Centre and the Piggot School and such scheme shall include:

Commented [HC1]: Subject to Council approval

Commented [HC2]: Subject to Council approval

- i. arrangements for the funding of the Bespoke Bus Service, via the Bus Improvement Strategy Forward Funding Contribution and/or Bus Improvement Strategy Fund
- ii. arrangement for the funding of the Bespoke Bus Service through a service charge of not more than £20 (twenty pounds) per month Index Linked on an annual basis per Open Market Dwelling levied through the Management Company and to be paid into the Bus Improvement Strategy Fund
- iii. the detailed route for the Bespoke Bus Service and detail specifications for the Bespoke Bus Service Site Connection and Bespoke Bus Service Works
- iv. details of the proposed adoption/maintenance arrangements for the Bespoke Bus Service Site Connection
- v. details of the how the Bus Strategy Review will be undertaken and reported to the Council
- vi. details of how the Council can elect to draw down the money held in the Bus Improvement Strategy Fund having given the Owner or the Management Company (as applicable) 1 (one) years written notice within 3 months of a Bus Strategy Review
- vii. such other details reasonably required by the Council

“Bus Improvement Strategy Contribution” means the sum of £1,500,000 (One Million Five Hundred Thousand Pounds) less any amount expended on the delivery of the Bespoke Bus Service to be paid to the Council in accordance with the terms of this Deed towards the delivery of bus improvements that benefit the Development in accordance with the Wokingham Bus Service Improvement Plan 2 (2023-2040)

“Bus Improvement” means the sum of £500,000 (Five Hundred Thousand Pounds) to be paid to the Council in accordance with the terms of this

Strategy Contribution 1"	Deed towards the delivery of bus improvements that benefit the Development in accordance with the Wokingham Bus Service Improvement Plan 2 (2023-2040)
"Bus Improvement Strategy Contribution 2"	means the sum of £500,000 (Five Hundred Thousand Pounds) to be paid to the Council in accordance with the terms of this Deed towards the delivery of bus improvements that benefit the Development in accordance with the Wokingham Bus Service Improvement Plan 2 (2023-2040)
"Bus Improvement Strategy Contribution 3"	means the sum of £500,000 (Five Hundred Thousand Pounds) to be paid to the Council in accordance with the terms of this Deed towards the delivery of bus improvements that benefit the Development in accordance with the Wokingham Bus Service Improvement Plan 2 (2023-2040)
"Bus Improvement Strategy Forward Funding Contribution"	means the sum of £1,500,000 (One Million Five Hundred Thousand Pounds) to be held by the Owner or the Management Company (as applicable) to be spent towards the establishment and operation of the Bespoke Bus Service
"Bus Improvement Strategy Fund"	means a ring fenced interest bearing account held by the Owner or the Management Company (as applicable) to hold money towards to the delivery of the Bus Improvement Strategy
"Bus Strategy Review"	means a review of the delivery of the approved Bus Improvement Strategy and appraisal of the role and value of the Bespoke Bus Service which shall identify any proposed amendments to the Bus Improvement Strategy and Bespoke Bus Service which shall be undertaken every 2 (two) years commencing from the 50% Occupation of the Development until the Bus Improvement Strategy Fund is expended

1. In the event that the Inspector in his decision letter allowing the Appeal confirms that the Management Company is a suitable body for delivering the Bus Improvement Strategy then paragraphs 3, 4, 5 and 6 of this Schedule shall apply.
2. In the event that the Inspector in his decision letter allowing the Appeal confirms that the Bus Improvement Strategy Contribution should be paid to the Council in lieu of the Bus Improvement Strategy being provided then paragraphs 7 and 8 of this Schedule shall apply
3. The Owner covenants with the Council:
 - 3.1 To submit to the Council for approval in writing the Bus Improvement Strategy prior to the Commencement of Development
 - 3.2 Not to Commence Development unless and until the Bus Improvement Strategy has been approved in writing by the Council or the Council has confirmed that it wishes to receive the Bus Improvement Strategy Contribution in lieu of approving the Bus Improvement Strategy
 - 3.3 Where the approved Bus Improvement Strategy is approved by the Council and provides for the establishment and delivery of the Bespoke Bus Service and/or the delivery of the Bespoke Bus Service Site Connection and/or the Bespoke Bus Service Works:
 - 3.3.1 to deliver the measures set out in the Bus Improvement Strategy in accordance with the approved Bus Improvement Strategy; and
 - 3.3.2 to pay the Bus Improvement Strategy Forward Funding Contribution into the Bus Improvement Strategy Fund prior to the first Occupation of the Development and shall not allow or permit the first Occupation of the Development until the Bus Improvement Strategy Forward Funding Contribution has been paid into the Bus Improvement Strategy Fund; and
 - 3.3.3 to provide the Bespoke Bus Service in accordance with the approved Bus Improvement Strategy to the reasonable satisfaction of the Council prior to Occupation of more than 50%

of the Dwellings on the Development and shall not Occupy more than 50% of the Dwellings on the Development unless and until Bespoke Bus Service has been provided to the reasonable satisfaction of the Council in accordance with the Bus Improvement Strategy; and

- 3.3.4 Where the Bespoke Bus Service Works are to be provided, not to allow or permit Occupation of more than 50% of the Dwelling on the Development until if so required by the Council an agreement or agreements pursuant to s38/278 of the Highways Act 1980 (or such other agreement as is required by the Council) has been entered into and completed with the Council in respect of the Bespoke Bus Service Works including but not limited to the necessary surety and a requirement for the Owner to pay the Council's fees associated with entering into such agreement(s) and any legal formalities as are required to guarantee the adoption by the Council of any areas of new highway; and
- 3.3.5 To submit Bus Improvement Strategy Review(s) in accordance with the terms of the Bus Improvement Strategy and to update the Bus Improvement Strategy in accordance with such reasonable recommendations the Council provides following each Bus Improvement Strategy Review; and
- 3.3.6 From the payment of the Bus Improvement Strategy Forward Funding Contribution into the Bus Improvement Strategy Fund pursuant to paragraph 3.3.2, the Management Company shall henceforth then be responsible for the delivery of the measures set out in the Bus Improvement Strategy and the Bespoke Bus Service until such time as the Bus Improvement Strategy Fund is expended or transferred to the Council;
- 3.3.7 Upon the receipt of written notice from the Council served in accordance with the Bus Improvement Strategy to pay to the Council the balance held in the Bus Improvement Strategy Fund within 20 Working Days less any funding already committed to deliver the Bespoke Bus Service

- 4 Subject to paragraphs 1 and 2 of this Schedule, the Council covenants with the Owner :
- 4.1 Upon receipt of the Bus Improvement Strategy for its approval the Council shall within 20 Working Days confirm in writing if it wishes the Owner to pay the Bus Improvement Strategy Contribution or if it wishes to approve the Bus Improvement Strategy
 - 4.2 Upon receipt of the money held in the Bus Service Improvement Strategy Fund pursuant to paragraph 3.3.7 above the Council shall apply such funds towards the delivery of bus improvements that benefit the Development in accordance with the Wokingham Bus Service Improvement Plan 2 (2023-2040)
 - 4.3 Upon receipt of the Bus Improvement Strategy Contribution (or part thereof) the Council shall apply such funds towards the delivery of bus improvements that benefit the Development in accordance with the Wokingham Bus Service Improvement Plan 2 (2023-2040)
- 5 Subject to paragraphs 1 and 2 of this Schedule, where pursuant to paragraph 4.1 the Council confirms that it wishes the Owner to pay the Bus Improvement Strategy Contribution to the Council then the Owner shall :
- 5.1 pay the Bus Improvement Strategy Contribution 1 to the Council prior to first Occupation of the Development and shall not allow or permit the first Occupation of the Development until the Bus Improvement Strategy Contribution 1 has been paid to the Council.
 - 5.2 pay the Bus Improvement Strategy Contribution 2 to the Council prior to Occupation of 50% of the Development and shall not allow or permit the first Occupation of more than 50% of the Development until the Bus Improvement Strategy Contribution 2 has been paid to the Council.
 - 5.3 pay the Bus Improvement Strategy Contribution 3 to the Council prior to Occupation of 75% of the Development and shall not allow or permit the first Occupation of more than 75% of the Development until the Bus Improvement Strategy Contribution 3 has been paid to the Council.

- 6 The Owner and the Council hereby agree that:
- 6.1 Upon payment of the money held in the Bus Improvement Strategy Fund to the Council in accordance with this Schedule the provisions of paragraph 3 of this Schedule shall cease to apply
- 6.2 Where paragraph 3 of this Schedules applies, the liability of the Owner and the Management Company (as applicable) in relation to the Bus Improvement Strategy and delivery of the matters therein shall be limited to sum held at any given time in the Bus Improvement Strategy Fund
7. Subject to paragraphs 1 and 2 of this Schedule, the Owner covenants with the Council
- 7.1 to pay the Bus Improvement Strategy Contribution 1 to the Council prior to first Occupation of the Development and shall not allow or permit the first Occupation of the Development until the Bus Improvement Strategy Contribution 1 has been paid to the Council.
- 7.2 to pay the Bus Improvement Strategy Contribution 2 to the Council prior to Occupation of 50% of the Development and shall not allow or permit the first Occupation of more than 50% of the Development until the Bus Improvement Strategy Contribution 2 has been paid to the Council.
- 7.3 to pay the Bus Improvement Strategy Contribution 3 to the Council prior to Occupation of 75% of the Development and shall not allow or permit the first Occupation of more than 75% of the Development until the Bus Improvement Strategy Contribution 3 has been paid to the Council.
8. Subject to paragraphs 1 and 2 of this Schedule, the Council covenants with the Owner that upon receipt of the Bus Improvement Strategy Contribution the Council shall apply such funds towards the delivery of bus improvements that benefit the Development in accordance with the Wokingham Bus Service Improvement Plan 2 (2023-2040)

SCHEDULE 10 - HIGHWAY WORKS

i. Definitions

In this schedule, the following additional words and expressions shall have the following meanings:

- “Access Highway Works”** the access into the Development and offsite highway works shown indicatively on drawing ITB19328-GA-001 Rev D and ITB19328-GA-003 Rev C (or such other drawings as requested by and approved in writing by the Council) final drawings for which are to be submitted to the Council for its prior written approval
- “Broadwater Lane Highway Works”** ~~the~~ off site access works on Broadwater Lane shown indicatively on drawing ITB19328-GA-104 Rev B (or such other drawings as requested by and approved in writing by the Council) final drawings for which are to be submitted to the Council for its prior written approval
- “Strategic Cycle Route Highway Works”** the off site access works providing strategic cycle improvements shown indicatively on drawings ITB19328-GA-102 Rev A, 103 Rev B, 104 Rev B, 105 Rev A, 106 Rev A, 107 Rev A, 108 Rev A, 109 Rev A, 110 Rev A, 111 Rev A, 112 Rev A and 113 Rev B (or such other drawings as requested by and approved in writing by the Council) final drawings for which are to be submitted to the Council for its prior written approval
- “Tape Lane and School Road Highway Works”** the off site access works on Tape Lane and School Road shown indicatively on drawing ITB19328-GA- 121 Rev A and ITB19328-GA- 131 Rev B (or such other drawings as requested by and approved in writing by the Council) final drawings for which are to be submitted to the Council for its prior written approval

Commented [AP3]: Under discussion given that the shop these works would service is no longer operating

Commented [HC4R3]: I am instructed that this shop is about to re-open. There is already a new application with the Council's licencing team for an off licence

The Owner covenants with the Council

1. Subject to clause 11 in relation to the Strategic Cycle Route Highway Works, not to allow or permit first Occupation of the Development until a Detailed Specification for the Access Highway Works, the Broadwater Land Highway Works, the Strategic Cycle Route Highway Works and the Tape Land and School Road Highway Works to be undertaken by the Owner are submitted to the Council for its prior written approval, such approval not to be unreasonably delayed or unreasonably withheld.
2. Subject to clause 11 in relation to the Strategic Cycle Route Highway Works, not to allow or permit first Occupation of the Development until if so required by the Council an

agreement or agreements pursuant to s278 of the Highways Act 1980 (or such other agreement as is required by the Council) has been entered into and completed with the Council in respect of the Access Highway Works, the Broadwater Lane Highway Works, the Strategic Cycle Route Highway Works and the Tape Lane and School Road Highway Works including but not limited to the necessary surety and any necessary commuted sums for future maintenance of works in the highway and a requirement for the Owner to pay the Council's fees associated with entering into such agreement(s) and any legal formalities as are required to guarantee the adoption by the Council of any areas of new highway.

3. not to cause or permit Occupation of any Dwelling until the Access Highway Works, the Broadwater Lane Highway Works and the Tape Lane and School Road Highway Works which will be entirely at the Owner's cost and at no cost to the Council so required by the agreement referred to in paragraph 2 above have been fully completed and approved in writing by the Council and the Owner acknowledges that for the avoidance of doubt any statutory undertaker's work that are required to facilitate the carrying out of the works shall be its liability and it shall be entirely liable for all costs of the statutory undertakers
4. Not to cause or permit Occupation of more than 49 Dwellings until the Strategic Cycle Route Highway Works which will be entirely at the Owner's cost and at no cost to the Council so required by the agreement referred to in paragraph 2 above have been fully completed and approved in writing by the Council and the Owner acknowledges that for the avoidance of doubt any statutory undertaker's work that are required to facilitate the carrying out of the works shall be its liability and it shall be entirely liable for all costs of the statutory undertakers.

SCHEDULE 11 – MANAGEMENT COMPANY

The Owner covenants with the Council:

1. Prior to first Occupation of the Site to establish and engage the Management Company on terms as agreed in writing with the Council and to confirm in writing the name and contact details of the Management Company and to submit to the Council evidence of the formation of the Management Company and procure that the Management Company executes and delivers a deed of covenant to the Council covenanting to observe and perform the obligations of the Management Company set out in this Schedule.
2. The Management Company shall be wholly owned by persons holding a relevant freehold or leasehold interest in the Site and/ or any Dwelling in the Development.
3. On:
 - 3.1 the transfer of a freehold interest in a Dwelling; and/or
 - 3.2 the grant of a long leasehold in a Dwelling;such freehold owner or lessee shall be offered the opportunity to acquire an equal interest in the Management Company as the remaining freehold owners or lessees
4. That the Management Company:
 - 4.1 shall be under an obligation to manage, clean, maintain and repair as necessary the communal areas referred to and transferred or leased to it, including the Estate Roads and/or the Open Space, the LAP and Allotments (as applicable) or in respect of which it has the benefit of an easement or other right in the Site and ensure the terms of requirements of the Estate Roads Specifications and Plans, the Open Space Detailed Specification and Management Plan, the Play Area Detailed Specification and Management Plan and the Allotments Specification and deliver the Bus Improvement Strategy (as appropriate) as approved in writing by the Council are fully complied with, along with the conditions of the Planning Permission; and

- 4.2 shall be under an obligation to comply with and observe the covenants of the Owner contained within this Deed in relation to the Site; and
- 4.3 shall have the power to levy and collect charges from persons holding a relevant interest in the Dwellings in respect of the cost of performing the obligations referred to in this Schedule together with the cost of arranging insurances and management and such other costs as are usual for a Management Company to recover; and
- 4.4 shall impose in every transfer or lease to the future owners and/ or occupiers of the Dwellings and the Management Company a covenant on behalf of the Management Company to comply with the terms of this Schedule and a covenant by an owner of that Dwelling not to transfer the interest in the Dwelling without simultaneously procuring that the transferee covenant to become a member of the Management Company and pay the service charges in respect of the Development including the fair and reasonable proportion of the costs of managing and maintaining the Estate Roads, the Open Space, Play Area and Allotments and delivering the Bus Improvement Strategy (as applicable)
5. Not to wind up the Management Company or alter its constitution without the prior written consent of the Council unless the whole of the Development shall have been demolished or unless the Council has otherwise first agreed in writing.
6. On the occurrence of the winding up or cessation of the Management Company to submit to the Council details of the replacement Management Company the structure and formation of which shall be subject to the Council's prior written approval for the purpose of managing and maintaining the Estate Roads, the Open Space, the Play Area and the Allotments (as the case may be depending on whether the relevant part of the Site has been transferred to the Management Company) and the delivery of the Bus Improvement Strategy (if applicable).

SCHEDULE 12 - COUNCIL'S COVENANTS - GENERAL

1 REPAYMENT OF CONTRIBUTIONS

1.1 The Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree.

1.2 Save for the following where applicable:

- a. Highways Commuted Sum,
- b. the Open Space Commuted Sum,
- c. Play Area Commuted Sum
- d. Allotment Commuted Sum

in the event of any other contribution (or part) paid to the Council under the terms of this Deed remaining unallocated or unspent for the purposes referred to in this Deed for which the contribution (or part) was paid for a period of fifteen (15) years from the date of the final 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 fifteen (15) 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.

Annexe – draft Bus Improvement Strategy

THE COMMON SEAL of)
WOKINGHAM BOROUGH COUNCIL)
was affixed to this Deed in the presence of:-)
)

.....
Solicitor / Authorised Signatory

Executed as a DEED by
SHARON MARGARET MILLETT

In the presence of :

Witness name:

Witness signature:

Witness address:

Executed as a DEED by
HOWARD CHARLES MILLETT

In the presence of :

Witness name:

Witness signature:

Witness address:

Executed as a DEED by
MACTAGGART & MICKEL STRATEGIC LAND LIMITED

Acting by a director in the presence of a witness

In the presence of :

Witness name:

Witness signature:

Witness address