

Dated: 22 October 2025

MALCOLM ROY PHILLIPS and JACQUELINE PHILLIPS

to

WOKINGHAM BOROUGH COUNCIL

**Unilateral Undertaking 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 Hambridge Farm, Easthampstead Road, Wokingham, RG40 3BS**

This Deed is made the 22 day of October 2025

BETWEEN

MALCOLM ROY PHILLIPS and JACQUELINE PHILLIPS both of 10 Sawpit Road, Hurst, Reading, RG10 0SE ("the Owners")

TO

WOKINGHAM BOROUGH COUNCIL of Council Offices, Shute End, Wokingham, Berkshire RG40 1WH ("the Council")

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- (B) The Council is the local highway authority for the area in which the Site is situated.
- (C) The Owners are the freehold Owners of the Site registered at the Land Registry under Title Number BK219687.
- (D) The Owners have made the Planning Application.
- (E) The Owners give this undertaking to perform the obligations set out in this deed.
- (F) Each obligation undertaken in this deed by the Owners is a planning obligation for the purposes of Section 106 of the Act.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

"Act"

the Town and Country Planning Act 1990, as amended.

“Development”

the permanent retention of a rural workers dwelling as set out in the Planning Application.

“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”

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 and increased in accordance with the following formula:

Amount Payable = Relevant Amount
x (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

PROVIDED THAT the Index-Linked sum shall never be less than the original sum specified as payable under this Deed

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.

"Monitoring
Contribution"

The sum of £1,076.

"Plan"

the plan attached to this Deed.

"Planning
Application"

the full planning application made under reference 251313 for the Development.

"Planning
Permission"

the planning permission granted pursuant to the Planning Application permitting the carrying out of the Development and shall include any subsequent permissions granted under Section 73 of the Act.

"Rooks Nest
Wood SANGS"

the Council designated 18.5ha
Strategic Suitable Alternative Natural
Green Space (SANGS) in Barkham.

"Rooks Nest
Wood SANGS
Contribution"

the sum of £2,690.93 towards the
Rooks Nest Wood SANGS.

"SAMM
Monitoring
Contribution"

the sum of £1,077 towards the
Thames Basin Heaths SPA Access
Management and Monitoring
Project.

"Site"

Hambridge Farm, Easthampstead
Road, Wokingham, RG40 3BS
shown edged red on the Plan

"Thames Basin
Heaths Special
Protection
Area"

the area designated on 9 March 2005
under the Wild Birds Directive
(Council Directive 79/409/EEC on the
Conservation of Wild Birds) to protect
three species of breeding birds;
woodlark, Dartford warbler and
nightjar being a fragmented area of
European importance in the counties
of Surrey, Hampshire and Berkshire

"Thames Basin
Heaths SPA
Access
Management
and Monitoring
Project"

the project established to deliver
measures required to avoid and
mitigate against the recreational
impacts of housing development on
the Thames Basin Heaths Special
Protection Area the detail of which is

set out in Schedule 3 of the
Agreement dated 14th July 2011

- 1.2 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.
- 1.3 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.4 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.
- 1.5 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.
- 1.6 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.
- 1.7 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.
- 1.8 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.
- 1.9 The clause headings shall not be taken into account for the purposes of the construction or interpretation of this Deed.
- 1.10 References to this Deed include references to its schedules and the schedules form a part of this Deed.
- 1.11 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. Statutory provisions

- 2.1 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.

2.2 The obligations imposed upon the Owners 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 Owners and its successors in title and assigns and the persons claiming under or through it.

2.3 This deed comes into effect on the date of grant of the Planning Permission.

3. Covenants with the Council

The Owners covenant with the Council as set out in the First Schedule.

4. Indexation of Contribution

4.1 All financial contributions payable to the Council will be Index Linked.

4.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased, then it includes reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this deed) or, in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owners in writing.

5. Release

No person shall be liable for any breach of an obligation, restriction or covenant contained in this deed after parting with all of its interest in the Site, except in respect of any breach subsisting prior to parting with such interest.

6. Determination of deed

This deed shall be determined and have no further effect if the Planning Permission:

- (a) is varied or revoked (without the consent of the Owners);
- (b) is quashed following a successful legal challenge (without the consent of the Owners); or,
- (c) is modified by any statutory procedure.

7. Local land charge

This deed is a local land charge and shall be registered as such by the Council and if the Council so requires with the Land Registry.

8. Interest on late payment

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.

9. Council's costs

On the date of this Deed, the Owners shall pay the sum of £1,575 towards the Council's reasonable and proper legal in connection with the preparation, completion and registration of this deed.

10. Ownership

10.1 The Owners warrant that no person other than the Owners has any legal or equitable interest in the Site.

10.2 The Owners covenant 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.

11. Notices

11.1 Any notices to be given under or in connection with this deed must be in writing and shall be deemed to have been properly served if sent by recorded delivery:

- (a) In the case of the Council marked for the Head of Planning (or equivalent at the time).
- (b) In the case of any other party to the address set out at the beginning of this Deed or where a company their registered address (and where such party is a company addressed to the Company Secretary

11.2 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

12. Third party rights

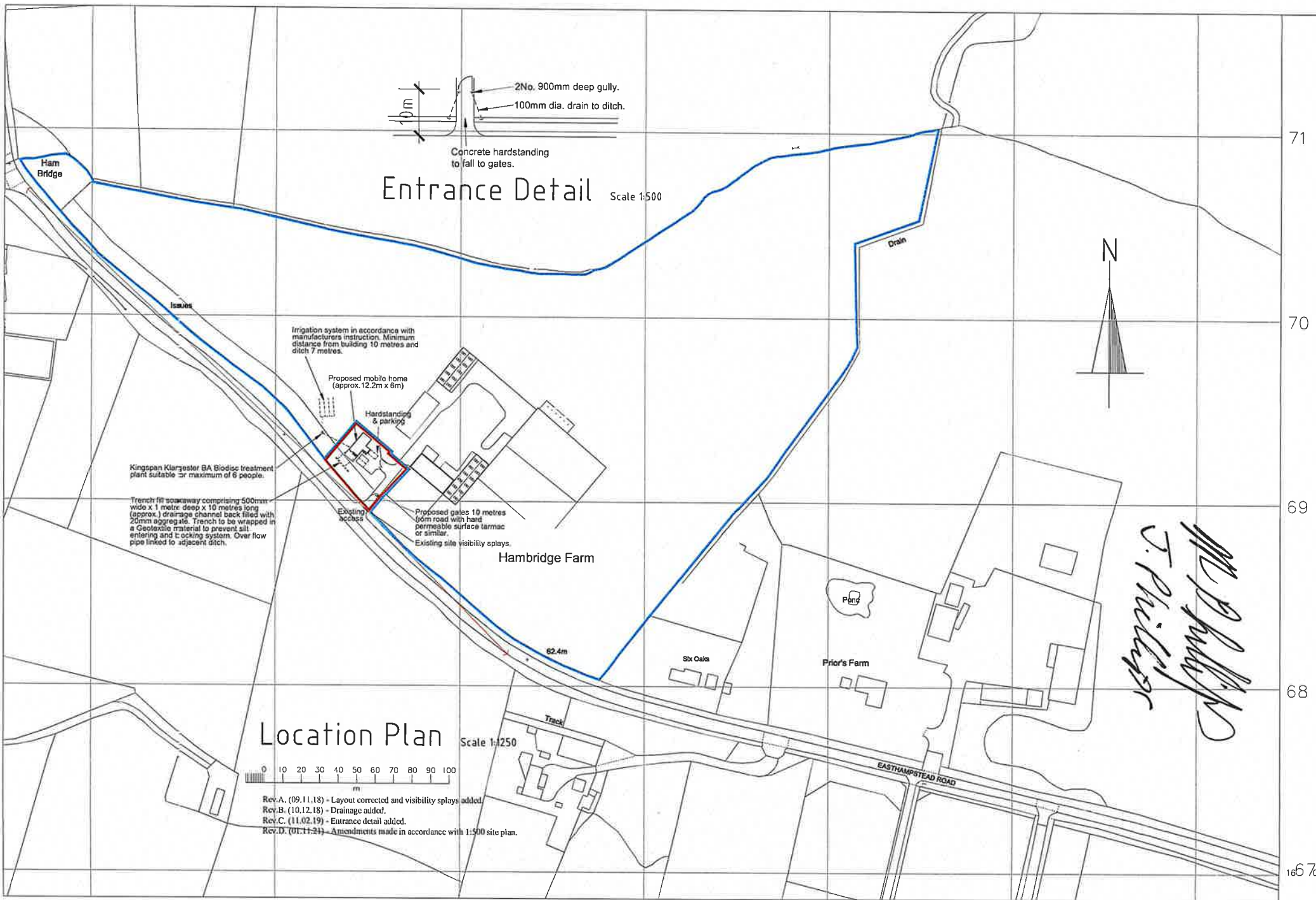
A person who is not a party to this deed does not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

13. Governing law

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

14. Delivery

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.



FIRST SCHEDULE

The Owners covenants with the Council:

1. Within 48 hours of the grant of the Planning Permission to pay the following to the Council:
 - (a) Rooks Nest Wood SANGS Contribution
 - (b) SAMM Monitoring Contribution; and,
 - (c) Monitoring Contribution.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

SIGNED AS A DEED

by the said MALCOM ROY PHILLIPS

In the presence of:-

Witness Signature:

Witness Name and Address:

Witness Occupation

SIGNED AS A DEED

by the said JACQUELINE PHILLIPS

In the presence of:-

Witness Signature:

Witness Name and Address:

Witness Occupation