



**WOKINGHAM
BOROUGH COUNCIL**

DATED

2025

WOKINGHAM BOROUGH COUNCIL

-and-

PHILIP JOHN BURGESS and JACQUELINE BURGESS

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 of land East of Longwater Road,
Longwater Road, Finchampstead, Wokingham RG40 3TS**

Planning Reference Number
241567

Legal Ref: 34000002/519

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

TABLE OF CONTENTS

CLAUSE	PAGE
RECITALS	2
1. DEFINITIONS AND INTERPRETATION	2
2. CONSTRUCTION OF THIS DEED	6
3. LEGAL BASIS	7
4. CONDITIONALITY	7
5. THE OWNER'S COVENANTS.....	8
6. THE COUNCIL'S COVENANTS	8
7. MISCELLANEOUS.....	8
8 WAIVER	10
9 CHANGE IN OWNERSHIP	10
10 INTEREST	11
11 VAT	11
12 JURISDICTION	11
13 DELIVERY	11
SCHEDULE 1 - AFFORDABLE HOUSING	12
SCHEDULE 2 - CONTRIBUTIONS	22
SCHEDULE 3 - EMPLOYMENT SKILLS	24
SCHEDULE 4 - ESTATE ROADS	28
SCHEDULE 5 – SPA CONTRIBUTIONS	31
SCHEDULE 6 - BIODIVERSITY NET GAIN	34
SCHEDULE 7– MANAGEMENT COMPANY	37
SCHEDULE 8- COUNCIL'S COVENANTS - GENERAL	39

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) **PHILIP JOHN BURGESS and JACQUELINE BURGESS** of 14 Cricket Hill, Finchampstead, Wokingham RG40 3TN (the “**Owner**”).

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.
- D. The Planning Application has been made to the Council for planning permission for the Development on the Site.
- E. On 12/03/2025 the Council resolved to grant planning permission for the Planning Application subject to the prior completion of this Deed.

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
“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”	the proposed erection of 38no. dwellings (Use Class C3), together with associated outdoor space and landscaping, drainage infrastructure, hard and soft landscaping, parking, access, and associated works as more particularly set out in the Planning Application
“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:

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

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

“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;

- 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 and arranging all necessary insurances, and

to keep in good maintenance and repair the Estate Roads.

“Monitoring Fee”

means a sum calculated at a rate of five hundred and twelve pounds (£512.00) 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 Twelve Thousand Nine Hundred and Twelve Pounds (£12,912)

“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.

“Parties”

means the Owner 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 attached to this Deed
“Planning Application”	the full planning application made under Council reference 241567 for the Development
“Planning Permission”	the planning permission granted pursuant to the Planning Application and shall include any subsequent permissions under Section 73 of the Act permitting the carrying out of the Development
“Site”	the land known as land East of Longwater Road, Longwater Road, Finchampstead, Wokingham RG40 3TS registered at HM Land Registry with title numbers BK453239 and BK453249 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 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 13 which shall come into effect on the date hereof and save in respect of any obligations expressly requiring

compliance prior to Commencement of Development, this Deed is conditional upon the grant of the Planning Permission and the Commencement of Development.

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 20% of the Dwellings

5.2.4 the date of first Occupation of 60% of the Dwellings

5.2.5 the date of first Occupation of 80% of the Dwellings

5.2.6 the date of first Occupation of 90% 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 Owner shall pay to the Council on or before 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.

- 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 or by email where such email is expressly acknowledged as being received.
- 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 This Deed shall not be enforceable against any public utility company or statutory undertaker having an interest in the Site for the sole purpose of providing utility services to the Site.
- 7.14 Except for any provision hereof that restricts or prevents Commencement of Development or any Dwellings being Occupied or prevents a number of Dwellings being Occupied until another provision hereof is complied with this Deed shall not be enforceable against residential owner, occupiers or tenants of any Dwelling nor any mortgagee or chargee of the interest of any such owner, occupier nor against those deriving title from them PROVIDED THAT the terms of Schedule 1 (Affordable Housing) and Schedule 7 (Management Company) shall be enforceable against such persons.

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

- 9.1 The Owner agrees with the Council to give the Council written notice within ten (10) working days 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 PROVIDED THAT this clause shall not apply to:

9.1.1 The sale of individual Open Market Dwellings (as defined in Schedule 1) on the Development; or

9.1.2 Any disposal of any part of parts of the Site for servicing or utility requirements or to a statutory body or service supply company of an electricity substation gas governor pumping station water pumping station or other statutory service which have been constructed or installed in or on the Site.

10 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.

11 VAT

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

12 JURISDICTION

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

13 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 the total Dwellings for use as Affordable Housing in accordance with the approved Affordable Housing Scheme 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 in accordance with the terms of this Agreement
"Affordable Housing Plan"	means a plan required to be approved in writing by the Council (not to be unreasonably withheld or delayed) setting out the location of the Affordable Housing Dwellings on the Site
"Affordable Housing Scheme"	A scheme for the provision of the Affordable Housing Dwellings to be provided by the Owner which shall provide:

- a) 60% of the Dwellings on the Site as Affordable Housing;
- b) the type and size of Affordable Housing Dwellings to be provided to be built in compliance with the Standards, in accordance with an ~~indicative~~ tenure mix ~~of 70% Affordable Rent and 30% Shared Ownership of Affordable Housing compliant with the Council's policy to be agreed between the Owner and the Council (unless otherwise agreed with the Council (acting reasonably))~~;
- c) the Affordable Housing Plan;
- d) such other matters as the Council may require (acting reasonably)

"Affordable Rented Housing"	shall mean rented housing provided by Registered Providers at up to a maximum 80% of local market rents (inclusive of service charges, where applicable)
"Approved Registered Provider"	shall mean a Registered Provider approved in writing by the Council (not to be unreasonably withheld or delayed) (such approval will only be given if a Preferred Registered Provider is not able or willing to take on the Affordable Housing Dwellings and reasonable Evidence of such is provided to the Council)
"Evidence"	shall mean written correspondence to or with a Preferred Registered Provider and / or Approved Registered Provider
"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
"Open Market Dwellings"	shall mean any Dwellings which are not designated as Affordable Housing Dwellings and "Open Market Dwelling(s)" shall be construed accordingly

“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
“Reasons”	shall include but not be limited to size of the development, viability, funding availability, tenure requirements, acquisition requirements, no response, acquisition timescales and delivery timescales
“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
“Revised Affordable Housing Scheme”	Shall mean a revised scheme for the provision of Affordable Housing Dwellings to be provided in accordance with the cascade which may include: a) an alternative tenure mix and / or overall provision (which for the avoidance of doubt can identify not less than 60% of the Dwellings as Affordable Housing Dwellings) to the approved Affordable Housing Scheme, including type and size of Affordable

Housing Dwellings to be provided to be built in compliance with the Standards;

- b) The Affordable Housing Plan;
- c) Such other matters as the Council may require (acting reasonably)

“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

“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 nationally described space standards and conform to building regulation M4(2) (or any other applicable regulation) to ensure the provision of homes which are adaptable to varying needs

PART 1

Provision of Affordable Housing

The Owner covenants with the Council as follows:

1. Prior to the Commencement of Development to submit to the Council for its approval the Affordable Housing Scheme (or Revised Affordable Housing Scheme, as appropriate) and not to Commence Development unless and until the Council has approved the Affordable Housing Scheme (or Revised Affordable Housing Scheme, as appropriate) in writing (such approval not to be unreasonably withheld or delayed).
2. Subject to Part 3 of this Schedule 1, that no less than 60% of the Dwellings on the Site being no less than 23 Dwellings in total, shall be provided as Affordable Housing by constructing the Affordable Housing Dwellings in accordance with this Schedule

and the approved Affordable Housing Scheme ~~(or Revised Affordable Housing Scheme, as appropriate)~~.

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 Affordable 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 the Nomination Agreement:

3.3.1 no Affordable Rented Housing dwelling shall be Occupied other than as Affordable Rented Housing; and

3.3.2 no Shared Ownership Housing Dwelling shall be Occupied other than as Shared Ownership Housing

and for the avoidance of doubt a Shared Ownership Housing unit shall not be subject to the Affordable Housing obligations in this Schedule or the terms of the Nomination Agreement following the tenant staircasing up to 100% of the equity in the Shared Ownership Housing such that the freehold ownership of that dwelling is transferred to the tenant.

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 tenant of an Affordable Housing Dwelling who:

- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Dwelling (or their mortgagee), or
- (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Dwelling (or their mortgagee), or
- (c) has acquired 100% of the equity in a Shared Ownership Housing Dwelling (or their mortgagee) or
- (d) any successor in title of any persons detailed in Sub-Paragraphs 3.4.2(a) to (c) above or their mortgagee or chargee

4. Delivery of Affordable Housing

- 4.1 Not to commence construction of any Open Market Dwellings unless and until the Affordable Housing Scheme has been approved in writing by the Council.
- 4.2 Not to Occupy the Development until the Owner 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 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 pursuant to 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, unless otherwise agreed with the Council acting reasonably pursuant to Part 3..
- 4.4 Not to permit more than sixty per cent (60%) 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, unless otherwise agreed with the Council acting reasonably pursuant to Part 3.

- 4.5 The Owner will give not less than seven (7) days prior notice in writing to the Council of the date of occupation of 60% of the Open Market Dwellings, unless otherwise agreed with the Council acting reasonably pursuant to Part 3.
- 4.6 The Preferred Registered Provider or Approved Registered Provider as the case may be 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 (acting reasonably).

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

Costs

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

Rights

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

Exchange of Contracts

4. Following the written acceptance of an offer by the Preferred Registered Provider or an Approved Registered Provider the Affordable Housing Land 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

5. 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

Land to the Preferred Registered Provider or the Approved Registered Provider the Owner of the Affordable Housing Land 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

6. The Affordable Housing provisions in this Deed and Nomination Agreement 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 including a housing administrator 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 or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:
 - 6.1 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 have used 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
 - 6.2 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 and Nomination Agreement which provisions shall determine absolutely.

PART 3

Affordable Housing Cascade

1. If the Owner has used all reasonable 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 Affordable Housing Scheme and the restrictions contained in this Schedule for a period of at least six (6)

months from the date of the Planning Permission but has been unable to do so it may notify the Council in writing to that effect such notice to include Evidence of the reasonable endeavours so used and detailing the Reasons why the contracts have not been secured ~~PROVIDED THAT (if applicable) a contract with a Preferred Registered Provider for a Revised Affordable Housing Scheme shall not preclude the provisions of this part.~~

2. Within two (2) calendar months of receipt of any notice pursuant to paragraph 1 of this part, and after having received any further information the Council reasonably requires, the Council shall confirm in writing to the Owner whether or not it is satisfied that the relevant Owner has complied with the requirements of paragraph 1 of this part PROVIDED THAT where the Council does not consider that the relevant Owner has complied with the requirements of paragraph 1 of this part its written confirmation shall state the reason(s) for such dissatisfaction and the Owner may submit any further Evidence as may be appropriate to address the Council's stated reasons for such dissatisfaction.
3. Where the Council agrees that the Owner has complied with the requirements of paragraph 1 of this part then the Owner may either pay the Affordable Housing Contribution to the Council or submit a Revised Affordable Housing Scheme and where the Council approves such Revised Affordable Housing Scheme the Owner shall carry provide the Revised Affordable Housing Scheme in accordance with this Schedule.
4. In the event that the Owner elects to pay the Affordable Housing Contribution to the Council pursuant to paragraph 3 above the Owner covenants not to Occupy the Development unless it has paid the Affordable Housing Contribution to the Council
5. In the event 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 obligations, covenants and restrictions in this Schedule shall no longer apply and will not be enforceable by the Council against the Owner.

SCHEDULE 2 - CONTRIBUTIONS

i. Definitions

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

“Bus Service Improvement Contribution”	means the sum of Thirty Thousand Pounds (£30,000.00) Index-Linked towards public transport improvements (bus route 145) to serve the area within which the Site is located.
“NHS Contribution”	means the sum of Thirty-Two Thousand Seven Hundred and Sixty Pounds (£32,760.00) Index-Linked towards primary health care infrastructure to support local plans to surgery alterations or capital projects to support patient services within the area where the Site is located.
“Traffic Regulation Order Contribution”	means the sum of Six Thousand Five Hundred Pounds (£6,500.00) Index-Linked towards a traffic regulation order reducing the speed limit along Longwater Road.

PART 1 - OWNER’S OBLIGATIONS

The Owner covenants with the Council as follows:

1. Bus Service Improvement Contribution

- 1.1 to pay to the Council the Bus Service Improvement Contribution prior to first Occupation of the Development; and
- 1.2 not to Occupy nor permit Occupation of any Dwelling within the Development until the Bus Service Improvement Contribution has been paid to and received by the Council.

2. Traffic Regulation Order Contribution

- 2.1 to pay to the Council the Traffic Regulation Order Contribution on or before Commencement of Development.

2.2 not to Commence Development until the Traffic Regulation Order Contribution has been paid to and received by the Council.

3. NHS Contribution

3.1 To pay to the Council 20% of the NHS Contribution on or before Commencement of the Development.

3.2 Not to Commence the Development until 20 % of the NHS Contribution has been paid to and received by the Council.

3.3 To pay to the Council the remaining 80% of the NHS Contribution on or before Occupation of the Development.

3.4 Not to Occupy the Development until 80 % of the NHS Contribution has been paid to and received by the Council.

PART 2 – COUNCIL’S COVENANT – NHS CONTRIBUTION

1. The Council covenants with the Owner that it will pass the NHS Contribution to the NHS Buckinghamshire, Oxfordshire & West Berkshire Integrated Care Board (ICB) as soon as reasonably practicable following receipt from the Owner, after the Council is satisfied the NHS Contribution has been factored into the relevant NHS primary health care infrastructure programme or capital project programme and satisfied as to the proposed timescales for implementation of the project.

SCHEDULE 3 - EMPLOYMENT SKILLS

i. Definitions

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

“Employment Skills Contribution” the sum of Fifteen Thousand Pounds (£15,000.00) Index-Linked (which has been calculated by the Council using the formula set out below) 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:

$$4 \times £3,750 = \text{Employment Skills Contribution}$$

Where 4 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

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 shall provide for 5 community skills support activities, the creation of 2 apprenticeships and the creation of 2 jobs 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 (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. within fourteen (14) days (or any other period as agreed in writing between the Council and the Owner) of receipt of written approval of the Employment Skills Plan by the Council the Owner shall discharge in full the requirements within the approved Employment Skills Plan to the reasonable satisfaction of the Council; and
 - 2.2. within seven (7) days of written request from the Council the Owner shall provide a progress report 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 be satisfactorily discharged within twenty eight (28) days of the date of the notice. If at the end of that twenty eight (28) day period insufficient progress has been made the Owner will be required to pay

the Employment Skills Contribution or a proportion thereof 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 Commutated 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

The Owner covenants with the Council to comply with either paragraph 1.1 or paragraph 1.2 as follows:

- 1.1 Not to Commence any Development above slab level unless it has completed 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 which are to be submitted by the Owner to the Council and approved in writing by the Council prior to Commencement of development PROVIDED THAT it is agreed:
 - 1.1.1 such Estate Roads Deed 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 or prior to Commencement of the 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 Not to Commence any Development above slab level unless it has entered into and completed 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 as public highway(s) 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 – SPA CONTRIBUTIONS

i. Definitions

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

“CIL”	shall mean the planning charge known as the community infrastructure levy introduced by the Community Infrastructure Levy Regulations 2010 (as amended)										
“Development CIL Receipt”	shall mean the community infrastructure levy collected by the Council arising from the grant of the Planning Permission pursuant to the Community Infrastructure Levy Regulations 2010 (as amended)										
“Rooks Nest Wood SANGS”	the Council designated 18.5ha Strategic Suitable Alternative Natural Green Space (SANGS) in Barkham										
“Rooks Nest Wood SANGS Contribution”	an Index-Linked sum calculated for each Dwelling (including any Affordable Housing) as follows: <table><tr><td>One bedroom dwelling</td><td>£1,567.98</td></tr><tr><td>Two bedroom dwelling</td><td>£2,049.59</td></tr><tr><td>Three bedroom dwelling</td><td>£2,690.93</td></tr><tr><td>Four bedroom dwelling</td><td>£3,546.86</td></tr><tr><td>Five bedroom dwelling</td><td>£4,240.62</td></tr></table>	One bedroom dwelling	£1,567.98	Two bedroom dwelling	£2,049.59	Three bedroom dwelling	£2,690.93	Four bedroom dwelling	£3,546.86	Five bedroom dwelling	£4,240.62
One bedroom dwelling	£1,567.98										
Two bedroom dwelling	£2,049.59										
Three bedroom dwelling	£2,690.93										
Four bedroom dwelling	£3,546.86										
Five bedroom dwelling	£4,240.62										
“SANG Delivery Contribution”	shall mean that part of the Development CIL Receipt to be allocated towards the delivery of the Rooks Nest Wood SANGS being an amount equal to the Rooks Nest Wood SANGS Contribution										
“SPA”	Thames Basin Heaths Special Protection Area designated by the Secretary of State for Environment, Food and Rural Affairs on 9 March 2005 pursuant to Council Directive 79/409/EEC of 2 April 1979 on the conservation of wild birds.										

“Strategic Access Management and Monitoring Contribution”	an Index-Linked sum towards the management and monitoring of strategic access to the SPA calculated for each Dwelling approved (including any Affordable Housing) as follows:
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One bedroom dwelling	£582.00
Two bedroom dwelling	£810.00
Three bedroom dwelling	£1,077.00
Four bedroom dwelling	£1,267.00
Five bedroom dwelling	£1.447.00

“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 SPA the detail of which is set out in Schedule 3 of an agreement dated 14th July 2011
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PART 1 – OWNER’S OBLIGATIONS

1. STRATEGIC ACCESS MANAGEMENT AND MONITORING CONTRIBUTION

- 1.1 The Owner covenants with the Council to pay the Strategic Access Management and Monitoring Contribution to the Council on or before Commencement of Development.
- 1.2 The Owner covenants with the Council not to Commence Development until the Strategic Access Management and Monitoring Contribution has been paid to and received by the Council.

2. ROOKS NEST WOOD SANGS

- 2.1 The Owner covenants with the Council to pay the Rooks Nest Wood SANGS Contribution to the Council on or before Commencement of Development unless the SANGS Delivery Contribution has been paid to the Council and the Council confirms receipt of the SANGS Delivery Contribution.
- 2.2 The Owner covenants with the Council not to Commence Development until the Rooks Nest Wood SANGS Contribution or the SANGS Delivery Contribution (as the case may be) has been paid to and received by the Council.

PART 2 – COUNCIL’S COVENANTS

4. Strategic Access Management and Monitoring Contribution

The Council covenants that it will apply the Strategic Access Management and Monitoring Contribution on the managing and monitoring of SPA sites which may include some or all of the following:

- i. Finalising and securing implementation of mechanisms of collecting developer contributions from Local Authorities and redistributing them to the Thames Basin Heaths SPA Access Management and Monitoring Project
- ii. Promotion of new access opportunities for local people
- iii. Monitoring of Planning Permissions granted which will affect SPA sites
- iv. Monitoring of visitor use of SANGS and SPA sites
- v. Monitoring of SPA sites for birds which are contained within annexe 1 of the EU Birds Directive
- vi. Analysis and reporting on monitoring data acquired by the Thames Basin Heaths SPA Access Management and Monitoring Project
- vii. Provision of an SPA wide on-the-ground wardening service to support and supplement existing management mechanisms
- viii. Provision of education programmes
- ix. Appropriate branding of SANGS and SPA sites
- x. Creation of new volunteering opportunities (within the monitoring process)
- xi. Demonstration of best practice for strategic access management of visitors and visitor infrastructure; particularly where the supply of open space within the vicinity of the Development is heavily dependent on protected areas.

5. SANGS provision through Community Infrastructure Levy

- 5.1 The Council covenants that on or before Commencement of Development it will apply the SANGS Delivery Contribution if received by the Council towards the cost of providing a sufficient area of Rooks Nest Wood SANGS in order to avoid any adverse impact from the Development on the SPA.
- 5.2 In the event that the Council accept and confirm receipt of the Rooks Nest Wood SANGS Contribution then paragraph 5.1 above shall cease to have effect.

SCHEDULE 6 - BIODIVERSITY NET GAIN

Definitions

In this schedule, and where relevant in Schedule 7, the following additional words and expressions shall have the following meanings:

“Biodiversity Gain Plan” means the plan submitted to, and approved by the Council pursuant to the conditions attached to the Planning Permission, to satisfy the Development's biodiversity net gain requirements pursuant to Schedule 7A of the Act

“BNG Monitoring Fee” an Index-Linked sum to be calculated by the Council to be used by the Council for monitoring the Biodiversity Gain Plan and the Habitat Management and Monitoring Plan and the Owner's obligation to submit monitoring reports (both as detailed in the Planning Permission) and the relevant conditions of the Planning Permission:

The formula for calculating the contribution is set out for information:

$\text{£}34 \times 10\text{hrs} \times 9 \text{ occasions} = \text{£}3,060$ for up to 1ha; and

$\text{£}34 \times 10\text{hrs} \times 9 \text{ occasions} = \text{£}3,060$ for each additional hectare pro rata

Where £34 is the hourly rate of an ecologist

Where 10hrs is the hours required to assess and respond to monitoring reports

Where 9 occasions represent the number of individual monitoring occasions are that are required

Therefore, $\text{£}3,060$ for up to 1ha + $\text{£}3,060$ for each additional hectare pro rata = Biodiversity Monitoring Fee

“Certificate of Practical Completion (Soft Landscaping)” a certificate to be issued by the Council to certify that the laying out and construction of the Soft Landscaping Scheme has been Practically Completed to the Council's reasonable satisfaction

“Habitat Management and Monitoring Plan” a detailed specification in accordance with condition 16 of the Planning Permission (or such other condition that relates to biodiversity net gain requirements if re-numbered from time-to-time) to achieve the Development's biodiversity net gain requirements pursuant to Schedule 7A of the 1990 Act prepared by a suitably qualified person to be submitted to the Council for approval in accordance with the terms of the Planning Permission covering a minimum of 30 (thirty) years from the date of implementation of said plan and including but not limited to details of monitoring and reporting to the Council during that period

“Soft Landscaping Scheme” the soft landscaping scheme pursuant to condition 24 of the Planning Permission (or such other condition that relates to soft landscaping if re-numbered from time-to-time)

1. The Owner Covenants with the Council as follows:

1.1 Following completion of the laying out and construction of the Soft Landscaping Scheme, the Owner shall serve notice in writing on the Council inviting it to inspect the soft landscaping and issue a Certificate of Practical Completion (Soft Landscaping) (which shall not be unreasonably withheld or delayed), and

1.2 if the Council chooses to inspect the Soft Landscaping Scheme 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); and

1.3 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 (Soft Landscaping) (which shall not be unreasonably withheld or delayed).

2. The requirements of paragraphs 1.2 and 1.3 then repeat themselves until the Council has been able to issue the Certificate of Practical Completion (Soft Landscaping).

3. Unless the Council agrees otherwise in writing, not to Occupy any Dwelling on the Development until the Council has issued the Certificate of Practical Completion (Soft Landscaping).

4. From the date the Council issues the Certificate of Practical Completion (Soft Landscaping), the Owner shall maintain (including renewing/replacing where appropriate) the Soft Landscaping Scheme for a consecutive period of at least 30 (thirty) years to the reasonable satisfaction of the Council and in accordance with any reasonable requirements the Council may stipulate.

5. To allow the Council, its agents, and contractors with or without workmen and equipment to enter onto the Site at all reasonable times to monitor compliance with this Deed and to pass and repass across any land in the Owner's control which is reasonably necessary to gain access to for the purpose of accessing the Site.

6. To submit separate monitoring reports to the Council in respect of the Soft Landscaping Scheme and the Biodiversity Gain Plan and the Habitat Management and Monitoring Plan which must be produced to the reasonable satisfaction of the Council, in the following years calculated from (and including) the date that the Certificate of Practical Completion (Soft Landscaping) is issued:

- a. one report 12 months from the date the Certificate of Practical Completion (Soft Landscaping) is issued,
- b. a further report in the 2nd year from the date the Certificate of Practical Completion (Soft Landscaping) is issued,
- c. a further report in the 5th year from the date the Certificate of Practical Completion (Soft Landscaping) is issued,

- d. a further report in the 10th year from the date the Certificate of Practical Completion (Soft Landscaping) is issued,
- e. a further report in the 15th year from the date the Certificate of Practical Completion (Soft Landscaping) is issued,
- f. a further report in the 20th year from the date the Certificate of Practical Completion (Soft Landscaping) is issued ,
- g. a further report in the 25th year from the date the Certificate of Practical Completion (Soft Landscaping) is issued, and
- h. a final report in the 30th year from the date the Certificate of Practical Completion (Soft Landscaping) is issued.

If any reports provided have not been completed to the reasonable satisfaction of the Council, the Owner is to submit revised report(s) within such reasonable period of time as the Council may specify (which may include submitting further revised report(s) until produced to the Council's reasonable satisfaction).

7. To pay the BNG Monitoring Fee to the Council prior to Occupation of any Dwelling on the Development or before the Certificate of Practical Completion (Soft Landscaping) is issued by the Council, whichever is earlier.

8. Not to Occupy any Dwelling on the Development until the BNG Monitoring Fee has been paid to and received by the Council.

SCHEDULE 7– MANAGEMENT COMPANY

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

In the event of a transfer to a Management Company of the land containing (as appropriate) the Estate Roads and Soft Landscaping Scheme (or any part(s) of them) then the Owner undertakes to 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 Soft Landscaping Scheme 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 and the Biodiversity Gain Plan and Soft Landscaping Scheme as defined in Schedule 6 (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 undertakings 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 and Soft Landscaping Scheme
- 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 and Soft Landscaping Scheme (as the case may be depending on whether the relevant part of the Site has been transferred to the Management Company).

SCHEDULE 8- 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:

- a. Highways Commuted Sum (if applicable),
- b. the Strategic Access Management and Monitoring Contribution,
- c. the Rooks Nest Wood SANGS Contribution,
- d. the NHS Contribution,
- e. BNG Monitoring Fee
- f. SANGS Delivery Contribution (if applicable)

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 ten (10) 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 ten (10) 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.

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

.....
Solicitor / Authorised Signatory

Signed as a DEED by
PHILIP JOHN BURGESS
in the presence of:

.....
Signature - PHILIP JOHN BURGESS

.....
Witness signature

.....
Witness name

.....

.....

.....
Witness address

Signed as a DEED by
JACQUELINE BURGESS
in the presence of:

.....
Signature - JACQUELINE BURGESS

.....
Witness signature

.....
Witness name

.....

.....

.....
Witness address