Dated: 2026

WOKINGHAM BOROUGH COUNCIL

- and -

SUSAN OLIVE PHOEBE PATRICIA ELGAR

- and -

EQUITAS CAPITAL NO 1 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 known as
Bluebell Farm, Commonfield Lane, Barkham, Wokingham, RG40 4PR

Planning Reference Number: **252801**

Wokingham Borough Council
Civic Offices
Shute End
Wokingham
Berkshire
RG40 1BN

Legal Ref: 34000002/574

This Deed is made the day of 2026

BETWEEN

1. **WOKINGHAM BOROUGH COUNCIL** of Civic Offices, Shute End, Wokingham, Berkshire RG40 1BN ("**the Council**"); and

2. **SUSAN OLIVE PHOEBE PATRICIA ELGAR** of The Quilters, Commonfield Lane, Barkham, Wokingham, Berkshire, RG40 4PR ("**the Owner**"); and

3. **EQUITAS CAPITAL NO 1 LIMITED** (Company Registration Number 15788883) whose office is 120 Cockfosters Road, Barnet, England, EN4 0DZ ("**the Mortgagee**")

WHEREAS

1. 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.

2. The Council is the local highway authority for the area in which the Site is situated.

3. The Owner is the freehold owner of the Site registered at HM Land Registry under Title Numbers BK325729 and BK517484.

4. The Mortgagee has a legal charge dated 26 August 2026 registered under HM Land Registry Title Numbers BK325729 and BK517484 against the Site and consents to the Owner entering into this Deed.

5. The Planning Application has been made to the Council for planning permission for the Development on the Site.

6. The Site lies within 5 kilometres of the Thames Basin Heaths SPA.

7. The purpose of the planning obligations in this Deed is to avoid and mitigate any impact which the Development might otherwise have upon the integrity of the Thames Basin Heaths SPA.

8. The Head of Development Management acting under delegated authority of the Council has determined to grant the Planning Permission subject to the prior completion of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

1 DEFINITIONS

For the purposes of this Deed, unless otherwise specified or the context otherwise requires, the following words and expressions shall have the following meanings:

"Act"	the Town and Country Planning Act 1990, as amended;
"Co-ordinating Authority"	the authority designated from time to time in the Thames Basin Heath Framework Agreement as the

	co-ordinating authority for Thames Basin Heaths SPA Access Management and Monitoring Project;
"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 ~~"*Full application for*~~ change of use of the land for stationing of 9no. mobile homes for permanent residential use for people over the age of 55 years, following demolition of the existing dwellinghouse~~"~~ as set out in the Planning Application, pursuant to the Planning Permission;
"Dwelling"	any mobile home to be stationed on the Site pursuant to the Planning Permission;
"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 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 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;
"Monitoring Fee"	means a sum calculated at a rate of Five Hundred and Sixty-Five Pounds and Zero Pence (£565.00) 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) shall amount to a maximum total sum of One Thousand and One Hundred and Thirty Pounds and Zero Pence (**£1,130.00**);
"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;
"Plan"	the plan titled 'Location Plan' with drawing number 400 Revision A attached to this Deed at the Third Schedule;
"Planning Application"	the full planning application made under reference **252801** 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;
"Rooks Nest Wood SANG"	the Council designated 18.5ha Strategic Suitable Alternative Natural Green Space (SANG) in Barkham;
"Rooks Nest Wood SANG Contribution"	an Index-Linked sum of Sixteen Thousand Three Hundred and Ninety-Six Pounds and Seventy-Two Pence **(£16,396.72)** towards the provision of the SANG Capacity in Rooks Nest Wood SANG to mitigate the impact of the Development on the SPA;
"SANG Capacity"	means 0.15 ha of SANG;
"SPA"	Thames Basin Heaths Special Protection Area;

"Strategic Access Management and Monitoring Contribution"	an Index-Linked sum of Six Thousand Six Hundred and Eighty Pounds and Zero Pence **(£6,680.00**) towards the management and monitoring of strategic access to the SPA;
"Site"	the land known as Bluebell Farm, Commonfield Lane, Barkham, Wokingham, RG40 4PR (and includes land known as The Quilters, Commonfield Lane, Barkham RG40 4PR) being the land against which this Deed may be enforced and shown for identification purposes only edged red on the Plan;
"Thames Basin Heaths Framework Agreement"	The Thames Basin Heaths SPA Delivery Framework dated 14th July 2011 or any replacement or variation thereof;
"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 SPA the detail of which is set out in Schedule 3 of the Thames Basin Heaths Framework Agreement.

2 CONSTRUCTION OF THIS DEED

2.1 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, 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.

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 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 Site and 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 to each and every part of the Site as provided by this Deed and the covenants and obligations contained in it.

3.2 The covenants, restrictions, requirements and 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 their successors in title and assigns and the persons claiming under or through it.

4 CONDITIONALITY

4.1 This Deed is conditional upon the grant of the Planning Permission, save for this clause, clause 7.1 and clause 15 which shall be of immediate effect.

5 THE OWNER'S COVENANTS

5.1 The Owner covenants with the Council as set out in the First Schedule.

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.

6 THE COUNCIL'S COVENANTS

6.1 The Council covenants with the Owner as set out in the Second Schedule.

7 MISCELLANEOUS

7.1 The Owner shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed.~~;~~

7.2 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.

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

7.4 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.

7.5 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.

7.6 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.

7.7 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.

7.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after they 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.

7.9 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.

7.10 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.

8 THE MORTGAGEE'S CONSENT

8.1 The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Site shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

9 WAIVER

9.1 No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the obligations, 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 obligations, covenants, terms or conditions or for acting upon any subsequent breach or default.

10 OWNERSHIP AND CHANGE IN OWNERSHIP

10.1 The Owner warrants that no person other than the Owner and the Mortgagee has any legal or equitable interest in the Site.

10.2 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.

11 INTEREST

11.1 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 Bank of England base rate from time to time being charged from the date payment was due to the date payment is received by the Council.

12. NOTICES

12.1 All notices served under or in connection with this Deed shall be deemed to have been properly served if sent in writing by recorded or special delivery post to:

(a) In the case of the Council, the Head of Development Management at Wokingham Borough Council, Civic Offices, Shute End, Wokingham, Berkshire RG40 1BN (and cc'd to Developer Contributions); and

(b) In the case of the Owner, to Susan Olive Phoebe Patricia Elgar of Bluebell Farm, Commonfield Lane, Barkham, RG40 4PR or such other address as shall be notified to the Council from time to time; and

(c) In the case of the Mortgagee to, Equitas Capital No 1 Limited, 120 Cockfosters Road, Barnet EN4 0DZ or such other address as shall be notified to the Council from time to time.

13. VAT

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

14 JURISDICTION

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

15 DELIVERY

15.1 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.

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

FIRST SCHEDULE

SPA CONTRIBUTIONS

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 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 SANG Contribution

2.1 The Owner covenants with the Council to pay the Rooks Nest Wood SANG Contribution to the Council before Commencement of Development.

2.2 The Owner covenants with the Council not to Commence Development until the Rooks Nest Wood SANG Contribution has been paid to and received by the Council.

3. MONITORING FEE

3.1 The Owner covenants with the Council to pay the Monitoring Fee to the Council before Commencement of Development.

3.2 The Owner covenants with the Council not to Commence Development until the Monitoring Fee has been paid to and received by the Council.

SECOND SCHEDULE

THE COUNCIL'S COVENANTS

1. STRATEGIC ACCESS MANAGEMENT AND MONITORING CONTRIBUTION

1.1 The Council covenants that following receipt of the Strategic Access Management and Monitoring Contribution it will transfer the Strategic Access Management and Monitoring Contribution to the Co-ordinating Authority.

2. SANG PROVISION

2.1 The Council covenants that following receipt of the Rooks Nest Wood SANG Contribution it will ~~apply~~ allocate the SANG Capacity ~~to the Development~~ within the Rooks Nest Wood SANG.

3. CONTRIBUTIONS

3.1. 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.

THIRD SCHEDULE

PLAN

THE COMMON SEAL OF
WOKINGHAM BOROUGH COUNCIL
was hereunto affixed in the presence of:

SIGNED AS A DEED
by the said **SUSAN OLIVE PHOEBE PATRICIA ELGAR**
In the presence of:-

Witness Signature:

Witness Name and Address:

Witness Occupation

EXECUTED AS A DEED BY
EQUITAS CAPITAL NO 1 LIMITED

acting by its Attorneys
and
in the presence of

Witness Signature:

Witness Name and Address:

Witness Occupation