

Dated: \_\_\_\_\_ 2026

PAUL ANTHONY READ and LESLEY ANN READ

-and-

JOYCE ALICE BRADBURY, MICHAEL GEORGE RANSOME BRADBURY,  
RITA ARLANE EVANS and KEVIN EDMUND VICTOR BRADBURY

-and-

JULIE PATRICIA CHARLTON and STEPHEN JAMES DAY and MARIA  
BRIDGET DAY

-and-

DAVID EDWARDS and MARGARET BRIDGET ANN EDWARDS

-and-

KEITH DOUGLAS ENFIELD

-and-

LINDA MAY EMMETT

-to-

WOKINGHAM BOROUGH COUNCIL

---

**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 at**  
**Reading Road Arborfield**  
**Planning Reference Number 243099 and APP/X0360/W/25/3371069**

---

This Deed is made the \_\_\_\_\_ day of \_\_\_\_\_ 2026

BY

- (1) PAUL ANTHONY READ and LESLEY ANN READ of Windwhistle, Reading Road, Arborfield, Berkshire RG2 9HN ("the First Owner")
- (2) JOYCE ALICE BRADBURY, MICHAEL GEORGE RANSOME BRADBURY, RITA ARLANE EVANS and KEVIN EDMUND VICTOR BRADBURY all care of Stablecroft, Greenacres Lane, Reading Road, Winnersh, Wokingham ("the Second Owner")
- (3) JULIE PATRICIA CHARLTON of 1 Rokeby Close, Newbury, Berkshire and STEPHEN JAMES DAY of Tre-Ki, 4 South Cottages, Fyfield Wick, Abingdon, Oxon OX13 5NB and MARIA BRIDGET DAY of 15 Loyd Road, Didcot, Oxon OX11 8JX ("the Third Owner")
- (4) DAVID EDWARDS and MARGARET BRIDGET ANN EDWARDS of Ridgefield Farm, Reading Road, Arborfield, Berks., RG2 9HN ("the Fourth Owner")
- (5) KEITH DOUGLAS ENFIELD of 23 Tippings Lane, Woodley, Reading, Berkshire ("the Fifth Owner") and
- (6) LINDA MAY EMMETT of 56 Blandford Road, Reading, Berkshire ("the Sixth Owner")

TO

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

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 Owners are the freehold owners of the Site as set out in Schedule Four.
3. The Planning Application has been submitted to the Council for planning permission for the Development on the Site.
4. The Council has refused the Planning Application and the Owners enter into this Deed to in support of a planning appeal (with reference APP/X0360/W/25/3371069) in respect of the Planning Application ("the Appeal").
5. If the Planning Inspector considers that the Off-Site Sports Facilities Contribution calculated in accordance with the Off-Site Sports Facilities Formula A does not comply with the tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 and the Off-Site Sports Facilities Contribution calculated in accordance with the Off-Site Sports Facilities Formula B does comply with the tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010, then it is intended that the Decision Letter for the Appeal should specify that the Off-Site Sports Facilities Contribution calculated in accordance with the Off-Site Sports Facilities Formula B shall apply.

NOW THIS DEED WITNESSES AS FOLLOWS:

## **1 DEFINITIONS**

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

"Decision Letter" the decision letter issued by the Planning Inspector following the Appeal confirming whether or not the Appeal is allowed

"Development" the erection of up to 111 dwellings with associated works, parking, landscaping, publicly accessible open space and access from Reading Road pursuant to the Planning Permission

"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

“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 reference to 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 grant of the Planning Permission

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 the Relevant Amount is calculated then the forecast figure will be used for the purposes of the calculation

"Monitoring Fee"

a sum calculated at a rate of five hundred and thirty-eight pounds (£538.00) per planning obligation trigger for each distinct planning obligation in this Deed (based on the Council's annual Section 106 monitoring costs divided by the annual average number of planning obligation triggers over the preceding five year period) which shall amount to a total sum of XXXXX Pounds (£XXXX)

Commented [SP1]: LPA to confirm.

"Occupation" and  
"Occupied"

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 but not including occupation for the purposes of construction, decoration, marketing or security

"Owners" the First Owner, the Second Owner, the Third Owner, the Fourth Owner, the Fifth Owner and the Sixth Owner

"Plan" the plan attached to this Deed at Appendix 1 with reference 052403-DAN-LOC01

"Planning Application" the outline planning application made under reference 243099 for the Development (all matters reserved except for means of access)

"Planning Inspector" the planning inspector appointed by the Secretary of State for Housing, Communities and Local Government to determine the Appeal (or the Secretary of State for Housing, Communities and Local Government in the event the Appeal is determined by it)

"Planning Permission" the planning permission if granted pursuant to the Planning Application and subsequent Appeal

"Reserved Matters Application" an application for reserved matters relating to the Planning Permission

"Reserved Matters Approval" an approval pursuant to a Reserved Matters Application

|                         |                                                                                                                                                                                                                                 |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Section 73 Consent"    | a planning permission issued pursuant to an application to vary the Planning Permission made under Section 73 of the Act (or any subsequent planning permission issued pursuant to an application to vary a Section 73 Consent) |
| "Section 106 Agreement" | the agreement entered into by the Owners and the Council pursuant to section 106 of the Act in relation to the Development                                                                                                      |
| "Site"                  | the land known as land north of Reading Road Arborfield and shown for identification purposes only edged red on the Plan                                                                                                        |
| "Working Day"           | any Monday, Tuesday, Wednesday, Thursday and Friday except bank or public holidays                                                                                                                                              |

## **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 and creates planning obligations for the purposes of Section 106 of the Act and to the intent that it shall bind the Owners and its successors in title and assigns and the persons claiming under or through it.
- 3.2 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 their successors in title and assigns and the persons claiming under or through them.

#### **4 CONDITIONALITY**

- 4.1 Clause 5.1 is conditional upon the grant of the Planning Permission.
- 4.2 If the Planning Inspector, in his Decision Letter, concludes that any of the planning obligations set out in the Deed are incompatible with any one or more of the tests for planning obligations set out at Regulation 122 of the Community Infrastructure Levy Regulations 2010, and accordingly attaches no weight to that obligation in determining the Appeal then the relevant obligations shall, from the date of the Decision Letter, cease to have effect and the Owners shall be under no obligation to comply with them.

#### **5 THE OWNERS'S COVENANTS**

- 5.1 The Owners covenants with the Council as set out in Schedule One to this Deed.

#### **6 MISCELLANEOUS**

6.1 The Owners shall pay to the Council:

- 6.1.1 within 20 Working Days of request by the Council (if made within 10 Working Days of the date of this Deed), the reasonable legal costs of the Council incurred in the negotiation of this Deed up to £X; and

**Commented [SP2]:** LPA to confirm, or we will include our undertaking amount.

6.1.2 on or before Commencement of Development the Monitoring Fee and the Owners shall not Commence Development until the Monitoring Fee has been paid to and received by the Council.

6.2 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.

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

6.4 Where any payment of costs or other payments are to be made by the Owners to the Council pursuant to this Deed such costs and other payments shall be deemed to be reasonable and proper.

6.5 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 such other address as one party may notify to the other

6.6 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 legality or enforceability of the remaining provisions of this Deed.

6.7 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 Owners) it is modified by any statutory procedure or expires prior to the Commencement of Development.

6.8 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.

6.9 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.

6.10 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.

6.11 This Deed shall not be enforceable against:

6.11.1 owners occupiers or tenants of Dwellings nor against those deriving title from them nor against their mortgagees or chargees;

6.11.2 any party solely as a result of such party possessing an interest in the Site relating to subsoil of land which has been adopted by any relevant authority as maintainable at public expense;

6.11.3 statutory undertakers acquiring an interest in the Site for the benefit of their undertaking;

6.11.4 mortgagees or chargees with a charge over the Site (or any part thereof) from time to time unless and until such mortgagee or chargee becomes a mortgagee in possession pursuant to the terms of the mortgage or charge; and

6.11.5 any registered provider within the meaning of the Housing & Regeneration Act 2008 or any statutory modifications made thereto.

## **7 WAIVER**

7.1 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.

## **8 CHANGE IN OWNERSHIP**

- 8.1 The Owners agrees with the Council to give the Council written notice within ten 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 (other than in relation to any transfer of an individual Dwelling or to a statutory undertaker) 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.

## **9 INTEREST**

- 9.1 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 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.

## **10 VAT**

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

## **11 JURISDICTION**

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

## **12 DELIVERY**

- 12.1 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.

### **13 SECTION 73 CONSENTS**

In the event any Section 73 Consent is granted by the Council after the date of this Deed (but not for the avoidance of doubt on appeal):

- 13.1 the obligations in this Deed shall relate to and bind such Section 73 Consent; and
- 13.2 the definitions of Planning Application, Planning Permission and Development shall be construed to include reference to the planning application for the Section 73 Consent, the Section 73 Consent itself and the development permitted by the Section 73 Consent respectively

PROVIDED THAT

- 13.3 nothing in this clause shall fetter the discretion of the Council in determining the planning application for the Section 73 Consent and the appropriate planning obligations required in connection with the determination of the same;
- 13.4 to the extent that any of the obligations in this Deed have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent.

### **14 DISPUTE MECHANISM**

- 14.1 In the event of any dispute or difference arising between the Owners and the Council (referred to as the parties in this clause) in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed by agreement between the parties or in the absence of agreement as to the identity of the person by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute.
- 14.2 In the absence of agreement as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Royal Institution of Chartered Surveyors for him to determine the appropriate professional body.

- 14.3 Any person appointed pursuant to this clause 15 shall act as an expert and his decision shall be final and binding on the parties in the absence of manifest error and fraud.
- 14.4 The expert's costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 14.5 Any expert shall be appointed subject to the express requirements that:
- 14.5.1 a decision is reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 30 (thirty) Working Days after appointment; and
- 14.5.2 the expert shall be required to give notice to each of the said parties requiring them to submit to him within 10 (ten) Working Days written submissions and supporting material and each party will be entitled to make a counter written submission on the other party's original submission within a further 10 (ten) Working Days.

## SCHEDULE ONE

### SANG

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

**“SANG”** Suitable Alternative Natural Greenspace designed to attract visitors away from the SPA

**“SANG Required Capacity”** (hectares) is calculated by reference to the following formula:

$$(A \times B / C) \times D$$

Where:

A is the number of Dwellings approved in accordance with the Reserved Matters Approval (or where paragraph 1.6 applies, the number of Dwellings specified in the notice served under paragraph 1.5)

B is 2.4 (being the occupancy rate per Dwelling)

C is 1000

D is 8 (being the number of hectares required per 1,000 persons)

**“SANG Contribution”** a sum payable to secure capacity at the University of Reading SANG or such other SANG as may mitigate the impacts of the Development and agreed with the Council

**“Rooks Nest SANG”** the SANG at Rooks Nest Wood, Barkham Ride, Barkham, RG40 4EU

**“Rooks Nest SANG Extension”** the extension of Rooks Nest SANG to be developed to provide additional SANG capacity

**“Rooks Nest SANG Capacity”** the area of the Rooks Nest SANG (in hectares) which is not formally allocated to a development

**“Rooks Nest SANG Extension Capacity”** the area of the Rooks Nest SANG Extension (in hectares) which is not formally allocated to a development

**“Rooks Nest SANG Contribution”** a sum calculated with reference to the approved mix of Dwellings in accordance with the Reserved Matters Approval to which the contribution relates by adding up the sums obtained by multiplying each of the number of 1-bedroom, 2-bedroom, 3-bedroom and 4-bedroom Dwellings by the relevant figure below Index Linked

1 bedroom: £1,567.98

2 bedroom: £2,049.59

3 bedroom: £2,690.93

4 bedroom: £3,546.86

**“Rooks Nest SANG Extension Contribution”** a sum calculated with reference to the approved mix of Dwellings in accordance with the Reserved Matters Approval to which the contribution relates by adding up the sums obtained by multiplying each of the number of 1-bedroom, 2-bedroom, 3-bedroom and 4-bedroom Dwellings by the relevant figure below Index Linked

1 bedroom: £1,567.98

2 bedroom: £2,049.59

3 bedroom: £2,690.93

4 bedroom: £3,546.86

or such other sum to be agreed with the Council

**“SPA”** 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

**“University of Reading SANG”** the Langley Mead SANG, Shinfield or the RIDGE SANG, west of Shinfield, off Hyde End Lane

## **1. SANG Provision**

- 1.1. The Owners covenant to submit to the Council the calculation of the Development's SANG Required Capacity not later than its submission of the first Reserved Matters Application for the Dwellings.
- 1.2. The Owners may request details from the Council of the Rooks Nest SANG Capacity and the Rooks Nest SANG Extension Capacity (and for the avoidance of doubt the Owners may make more than one request).
- 1.3. Within 30 Working Days of receipt from the Council of details of the Rooks Nest SANG Capacity (following a request under paragraph 1.2) the Owners may serve notice in writing on the Council specifying the quantity of the Rooks Nest SANG Capacity which they desire to be allocated to the Development (which shall not exceed the SANG Required Capacity) and the number of Dwellings to which it relates.
- 1.4. If:
  - 1.4.1. the Owners serve notice on the Council under paragraph 1.3; and
  - 1.4.2. the Council confirms in writing to the Owners within 30 Working Days of the Owners' notice under paragraph 1.3 (or such other timescale agreed between the Owners and the Council) that it shall reserve the requested Rooks Nest SANG Capacity for the Development (and shall not allocate it to another development), then

the Owners shall not Occupy the Development until the Rooks Nest SANG Contribution has been paid to and received by the Council and the Owners have served notice on the Council identifying the Dwellings to which the Rooks Nest SANG Contribution paid relate.
- 1.5. Within 30 Working Days of receipt from the Council of the details of the Rooks Nest SANG Extension Capacity (following a request under paragraph 1.2) the Owners may serve notice in writing on the Council specifying the quantity of the Rooks Nest SANG Extension Capacity which they desire to be allocated to the Development (which shall not exceed the SANG Required Capacity (provided that in calculating the SANG Required Capacity for the purposes of this paragraph the Owners shall not include any Dwellings in relation to which

the Rooks Nest SANG Contribution has been paid or is payable)) and the number of Dwellings to which it relates.

1.6. If:

- 1.6.1. the Owners serve notice under paragraph 1.5; and
- 1.6.2. the Council confirms in writing to the Owners within 30 Working Days of the Owners' notice under paragraph 1.5 (or such other timescale agreed between the Owners and the Council) that it shall reserve the requested Rooks Nest SANG Extension Capacity for the Development (and shall not allocate it to another development), then

the Owners shall not Occupy any Dwelling (save for the avoidance of doubt those Dwellings not identified in a notice served under paragraph 1.4 in respect of which the Rooks Nest SANG Contribution has been paid) until in respect of that Dwelling the Rooks Nest SANG Extension Contribution has been paid to and received by the Council and the Owners have served notice on the Council confirming that the Rooks Nest SANG Extension Contribution paid relates to that Dwelling or paragraph 1.7 applies in respect of that Dwelling.

- 1.7. The Owners shall not Occupy any Dwelling in respect of which a Rooks Nest SANG Contribution or Rooks Nest SANG Extension Contribution has not been paid unless and until the Owners have in respect of that Dwelling:
  - 1.7.1. submitted to the Council details of the SANG allocation secured at the University of Reading SANG or other appropriate SANG so as to secure the SANG Required Capacity in respect of that Dwelling and evidence of payment to any relevant third parties to secure that allocation; and
  - 1.7.2. the Owners have served notice on the Council confirming that the allocation relates to that Dwelling.

## SCHEDULE TWO

### TRANSFER OF GREEN INFRASTRUCTURE

In this Schedule, words and expressions have the same meaning as in the Section 106 Agreement unless otherwise identified, and the below words and expressions have the following meaning:

#### **Biodiversity Reporting Contribution**

the Index Linked sum to be calculated by the Council using the formula below with such sum to be paid by the Owners to the Council to be applied by the Council as a financial contribution towards the Council's costs of preparing Monitoring Reports in respect of Biodiversity Enhancements on Public Open Space (if any)

$£3,000 + £100/\text{ha for habitat units} \times 8$

$£3,000 + £100/100\text{m for linear units} \times 8$

$£3,000 + £100/100\text{m for watercourse units} \times 8$

**Commented [SP3]:** CRS to LPA: How is this calculated? Can you give an example? E.g. how do you divide £100 by 100m? Do you mean £100 per 100m of linear units provided?

#### **“LEAP Maintenance**

##### **Contribution”**

the Index Linked sum to be calculated by the Council after the Council's review and approval of the Specification at a rate of £8.44 per m<sup>2</sup> comprised in the activity zone forming part of the LEAP (to be used towards the maintenance of the LEAP x 20 (to reflect maintenance for a period of 20 years)

#### **“Public Open Space**

**Maintenance Contribution”** the Index Linked sum to be calculated by the Council after the Council’s review and approval of the Specification to be used towards the maintenance of the Public Open Space for a period of 20 years (unless any area is to be used for BNG purpose, in which case the maintenance should be for 30 years) at the rates set out in the Council’s Public Open Space Landscape Management Requirements:

Amenity greenspace: £0.51 per m2 of Amenity greenspace (as defined in the Council’s policy MDD TB08) x 20 (or 30 for any part to be used for BNG purposes)

Natural/Semi-natural greenspace: £0.18 per m2 per year of Natural/Semi-natural greenspace (as defined in the Council’s policy MDD TB08) x 20 (or 30 for any part to be used for BNG purposes)

Parks and Gardens (if applicable): £2.65 per m2 per year of Parks and Gardens (as defined in the Council’s policy MDD TB08) x 20 (or 30 for any part to be used for BNG purposes)

1.1 Within 14 days of the issue (or deemed issue) of a Final Certificate for Green

Infrastructure, the Owners shall at their discretion either elect to transfer the Green Infrastructure to the Management Company or make an irrevocable offer to transfer the Green Infrastructure to the Council and inform the Council of their decision in writing.

1.2 If the Owners elect to transfer any Green Infrastructure to the Council, the Council may subsequently nominate another body or organisation at the Council’s discretion to take a transfer of the Green Infrastructure (the “Nominated Party”). In the event of the Council specifying a Nominated Party, the Owners shall make an offer to transfer the Green Infrastructure to that Nominated Party within fourteen (14) days of receiving the Nominated Party’s details from the Council. If the Council or the Nominated Party does not accept the offer of a transfer of the Green Infrastructure within fifty six (56) days (or within such other timescale as is reasonably agreed in writing between the Owners and the Council) of receiving an offer from the Owners or the Council or Nominated Party (as applicable) does not enter into a transfer within fifty six days of request then the Owners

shall transfer the Green Infrastructure to the Management Company in accordance with the provisions of this Schedule.

1.3 Following the issue of the Final Certificate and subject to the provisions of this Schedule the Owners shall transfer the Green Infrastructure to the Council, the Nominated Party, or the Management Company.

1.4 Any transfer of the Green Infrastructure to the Council or to the Nominated Party shall be for a nominal consideration of no more than One Pound (£1.00) (if so demanded) with full title guarantee and free from any charge or other encumbrances that prevents its use as open space and such transfer shall be subject to terms as may be agreed in writing between the Owners and the Council (or the Nominated Party as appropriate) including terms that:

1.4.1 members of the public shall continue to have perpetual permissive rights of access and use over the Green Infrastructure (save for periods when it is closed);

1.4.2 the transferee shall maintain the Green Infrastructure in accordance with the approved Specification subject to the rights of the transferee as the successor in title to the Owners, and

1.4.3 the Owners shall pay the transferee's reasonable legal costs of the transfer

1.5 Where the Council or the Nominated Party have accepted an offer of transfer of the Green Infrastructure the Owners shall:

1.5.1 at their own expense issue and deliver to the Council (or to the Nominated Party as appropriate) and release to it for completion a signed land transfer (the terms and details of which must comply with paragraph 1.4 and must have been previously agreed between the Owners and the Council (or the Nominated Party as appropriate) prior to signature and release for completion) within fifty six (56) days of the Council (or the Nominated Party as appropriate) accepting the offer of the Owners to transfer the Green Infrastructure to the Council/Nominated Party (or such longer timescale as the Council and the Owners may agree);

- 1.5.2 maintain the Green Infrastructure in accordance with the Specification as approved in writing by the Council until such time as the Green Infrastructure is transferred to the Council or Nominated Party (as appropriate); and
  - 1.5.3 pay to the Council the Public Open Space Contribution or the LEAP Maintenance Contribution, as the case may be, as a once and for all contribution towards the cost of the future maintenance of the Green Infrastructure, immediately ahead of completion of the transfer of the Green Infrastructure to the transferee; and
  - 1.5.4 pay to the Council the Biodiversity Reporting Contribution.
- 1.6 Any transfer of the Green Infrastructure to the Management Company shall require the long term management of the Green Infrastructure in accordance with the approved Specification with a covenant that:
- 1.6.1 members of the public shall continue to have perpetual permissive rights of access and use over the Green Infrastructure (save for periods when it is closed);
  - 1.6.2 the Green Infrastructure shall not be used otherwise than as an area of Green Infrastructure and for outdoor recreation subject to the rights of the Owners; and
  - 1.6.3 the Management Company shall maintain the Green Infrastructure on the Development in accordance with the approved Specification;
- but which shall otherwise be free from encumbrances that would prevent its use as above.

### SCHEDULE THREE

#### OFF-SITE SPORTS FACILITIES CONTRIBUTION

In this Schedule, words and expressions have the same meaning as in the Section 106 Agreement unless otherwise identified, and the below words and expressions have the following meaning:

- Off-Site Sports Facilities Contribution** a sum to be paid to the Council for the provision of new sports facilities at Grays Farm, Wokingham to serve the Development
- Off-Site Sports Facilities Formula A** a sum to be determined in accordance with the Council's Playing Pitch Strategy by applying the following to the Council's playing pitch calculator
- (i) the total population of the Council's area; and
  - (ii) the estimated population of the Development (calculated by multiplying the number of Dwellings with the benefit of Reserved Matters Approval by 2.4 (being the average occupancy rate set out in the Council's Playing Pitch Strategy Action Plan))
- Off-site Sports Facilities Formula B** a sum of £3591 per Dwelling the total of which to be determined by the Council by reference to the number of Dwellings with Reserved Matters Approval to be paid to the Council for the provision of new sports facilities at Grays Farm, Wokingham to serve the Development

## **1. Off-site Sports Facilities Contribution**

1.1 Paragraphs 1.1.1 to 1.1.3 apply subject to paragraph 1.2.2.

1.1.1 At least three (3) months' prior to the anticipated date of Occupation, the Owners shall request from the Council all necessary information to enable the calculation of the Off-site Sports Facilities Contribution using the Council's playing pitch calculator in accordance with the Off-Site Sports Facilities Formula A

1.1.2 Provided that the Council has provided to the Owners all necessary information as requested in accordance with paragraph 11.1 within twenty (20) Working Days' of the Owners' request, the Owners covenant to:

1.1.2.1 pay the Off-site Sports Facilities Contribution calculate in accordance with paragraph 1.1.3 to the Council prior to first Occupation of the Development;

1.1.2.2 not Occupy nor permit Occupation of any Dwelling within the Development until the Off-Site Sports Facilities Contribution calculated in accordance with paragraph 1.1.3 has been paid to and received by the Council

1.1.3 In calculating the Off-Site Sports Facilities Contribution for the purposes of paragraph 1.2 the Off-Site Sports Facilities Formula A shall be used.

1.2 In the event that the Decision Letter states that the calculation of the Off-Site Sports Facilities Contribution in accordance with the Off-Site Sports Facilities Formula A does not comply with the tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 and the calculation of the Off-Site Sports Facilities Contribution in accordance with the Off-Site Sports Facilities B does comply with the tests set out in Regulation 122 of the Community Infrastructure Levy then:

1.2.1 in calculating the Off-Site Sports Facilities Contribution the Off-Site Sports Facilities Formula B shall be used;

1.2.2 paragraphs 1.1 to 1.3 of this Schedule shall not apply; and

1.2.3 the Owners shall not Occupy nor permit Occupation of any Dwelling within the Development until the Off-Site Sports Facilities Contribution calculated in accordance with the Off-Site Sports Facilities Formula B has been paid to and received by the Council.

DRAFT

#### **SCHEDULE FOUR**

##### **SITE OWNERSHIP**

The First Owner is the owner of part of the Site registered at the Land Registry under BK99585

The Second Owner is the owner of part of the Site registered at the Land Registry under BK97646 and BK260157

The Third Owner is the owner of part of the Site registered at the Land Registry under BK430413

The Fourth Owner is the owner of part of the Site registered at the Land Registry under BK362756

The Fifth Owner is the owner of part of the Site registered at the Land Registry under BK260171

The Sixth Owner is the owner of part of the Site registered at the Land Registry under BK172103

**APPENDIX 1**  
**PLAN**

DRAFT

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 LINDA MAY EMMETT )  
In the presence of:- )

Witness Signature:

Witness Name and Address:

Witness Occupation

SIGNED AS A DEED )  
by the said LESLEY ANN READ )  
In the presence of:- )

Witness Signature:

Witness Name and Address:

Witness Occupation

SIGNED AS A DEED )

by the said PAUL ANTHONY READ )

In the presence of:- )

Witness Signature:

Witness Name and Address:

Witness Occupation

SIGNED AS A DEED )

by the said JOYCE ALICE BRADBURY )

In the presence of:- )

Witness Signature:

Witness Name and Address:

Witness Occupation

SIGNED AS A DEED )

by the said MICHAEL GEORGE RANSOME BRADBURY )

In the presence of:- )

Witness Signature:

Witness Name and Address:

Witness Occupation

SIGNED AS A DEED )

by the said RITA ARLANE EVANS )

In the presence of:- )

Witness Signature:

Witness Name and Address:

Witness Occupation

SIGNED AS A DEED )

by the said KEVIN EDMUND VICTOR BRADBURY )

In the presence of:- )

Witness Signature:

Witness Name and Address:

Witness Occupation

SIGNED AS A DEED )

by the said JULIE PATRICIA CHARLTON )

In the presence of:- )

Witness Signature:

Witness Name and Address:

Witness Occupation

SIGNED AS A DEED )

by the said KEITH DOUGLAS ENFIELD )

In the presence of:- )

Witness Signature:

Witness Name and Address:

Witness Occupation

SIGNED AS A DEED )

by the said STEPHEN JAMES DAY )

In the presence of:- )

Witness Signature:

Witness Name and Address:

Witness Occupation

SIGNED AS A DEED )

by the said MARIA BRIDGET DAY )

In the presence of:- )

Witness Signature:

Witness Name and Address:

Witness Occupation

SIGNED AS A DEED )

by the said DAVID EDWARDS )

In the presence of:- )

Witness Signature:

Witness Name and Address:

Witness Occupation

SIGNED AS A DEED )

by the said BRIDGET ANN EDWARDS )

In the presence of:- )

Witness Signature:

Witness Name and Address:

Witness Occupation

DRAFT