Dated:_____2026 WBC 9.3.26

WOKINGHAM BOROUGH COUNCIL

-and–

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

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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

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_____Wokingham Borough Council

Shute End

Wokingham

Berkshire RG40 1BN

Legal ref: 34000002/550

This Deed is made the day of 2026

BETWEEN

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

(2) PAUL ANTHONY READ and LESLEY ANN READ of Windwhistle, Reading Road, Arborfield, Berkshire RG2 9HN ("the First Owner")

(3) 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")

(4) 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")

(5) DAVID EDWARDS and MARGARET BRIDGET ANN EDWARDS of Ridgefield Farm, Reading Road, Arborfield, Berks., RG2 9HN ("the Fourth Owner")

(6) KEITH DOUGLAS ENFIELD of 23 Tippings Lane, Woodley, Reading, Berkshire ("the Fifth Owner")

(7) LINDA MAY EMMETT of 56 Blandford Road, Reading, Berkshire ("the Sixth Owner")

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.

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

3. The Owners are the freehold owners of the Site as set out in Schedule Ten.

4. The Planning Application has been submitted to the Council for planning permission for the Development on the Site.

5. 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").

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

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	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

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	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 or other date in accordance with the following formula: Amount Payable = Relevant Amount x (A divided by B) Where the Relevant Amount = the payment or cost to be Index Linked A = the figure for the Index which applied when the Index was last published prior to (i) the date the Relevant Amount is actually paid under this Deed or (ii) in relation to the cost of the package of measures provided in connection with the Final Travel Plan (as defined in Schedule Six), in accordance with Schedule Six paragraph 1.4, the date of approval of the Final Travel Plan 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 or as costed 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

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	Relevant Amount is calculated then the forecast figure will be used for the purposes of the calculation
"Management Company"	a management company as defined in Schedule Nine of this Deed
"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 twenty three thousand, one hundred and thirty four pounds (£23134.00)
"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

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"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
"Protected Tenant"	a person who: (a) has exercised the right to acquire (so far as legally permissible) pursuant to section 180 of the Housing and Regeneration Act 2008 and governed by the Housing Act 1985 and modified by the Housing (Right to Acquire) Regulations 1997 or any equivalent statutory provision for the time being in force in respect of a particular Affordable Housing Dwelling;

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(b) has exercised any statutory right to buy or statutory preserved right to buy pursuant to the Housing Act 1985 or any equivalent statutory provision for the time being in force in respect of a particular Affordable Housing Dwelling; or

(c) has been granted a lease of a Dwelling that is Shared Ownership Housing by a Registered Provider and has subsequently purchased from the Registered Provider 100% of the equity from the Registered Provider and owns the entire Dwelling;

"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)

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"Site"	the land known as land north of Reading Road Arborfield and shown for identification purposes only edged red on the Plan
"Unilateral Undertaking"	the deed pursuant to section 106 of the Act given by the Owners to the Council in relation to the Development
"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.

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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 33 of the Local Government (Miscellaneous Provisions) Act 1982, Section 62 of the 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 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 it.

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

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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' COVENANTS

5.1 The Owners covenant with the Council as set out in the Schedules to this Deed.

5.2 The Owners covenant 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 first Dwelling

5.2.3 the date of Occupation of 50% of the Dwellings

5.2.4 the date of Occupation of 75% of the Dwellings

5.2.5 the date of Occupation of 80% of the Dwellings

5.2.6 the date of Occupation of 90% of the Dwellings

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6 THE COUNCIL'S COVENANTS

6.1 The Council covenants with the Owners as set out in the Schedules.

7 MISCELLANEOUS

7.1 The Owners shall pay to the Council:

7.1.1 on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed; and

7.1.2 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.

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, notice, 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, notice 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 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 Owners to the Council pursuant to this Deed such costs and other payments shall be deemed to be reasonable and proper.

7.6 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

7.7 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

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unenforceability shall not affect the validity legality or enforceability of the remaining provisions of this Deed.

7.8 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.

7.9 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.

7.10 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.

7.11 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.

7.12 This Deed shall not be enforceable against:

7.12.1 owners occupiers or tenants of Dwellings nor against those deriving title from them nor against their mortgagees or chargees PROVIDED THAT paragraph 5 of Part 2 of Schedule One shall continue to bind owners occupiers or tenants of Affordable Housing Dwellings other than Protected Tenants and subject to Part 3 of Schedule One

7.12.2 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;

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

7.12.4 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

7.12.5 any Registered Provider (as defined in Schedule One) save for the obligations in Schedule One which shall remain binding subject to the exclusions contained therein

8 WAIVER

8.1 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.

9 CHANGE IN OWNERSHIP

9.1 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.

10 INTEREST

10.1 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.

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11 VAT

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

12 JURISDICTION

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

13 DELIVERY

13.1 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.

14 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):

14.1 the obligations in this Deed shall relate to and bind such Section 73 Consent; and

14.2 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

14.3 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;

14.4 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.

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15 DISPUTE MECHANISM

15.1 In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed 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.

15.2 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.

15.3 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.

15.4 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.

15.5 Any expert shall be appointed subject to the express requirements that:

15.5.1 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

15.5.2 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.

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SCHEDULE ONE

AFFORDABLE HOUSING

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 meet 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 of 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 off-Site provision of regeneration of Affordable Housing within the Council's administrative area
"Affordable Housing Dwellings"	shall mean 40% of the number of Dwellings for use as Affordable Housing

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	consisting of a mix of Social Rented Housing (70%) and Shared Ownership Housing (30%) which shall be built in compliance with the Standards (the exact size and mix of which are to be specified herein)
"Affordable Housing Land"	that part of the Site upon which the Affordable Housing Dwellings are to be constructed the exact position of which is to be nominated by the Owners and reasonably agreed by the Council on or before the grant of Reserved Matters Approval in respect of those Affordable Housing Dwellings
"Approved Registered Provider"	a Registered Provider approved in writing by the Council (such approval will only be given if a Preferred

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	Registered Provider is not able or willing to take on the Affordable Housing Dwellings and evidence of such is provided to the Council)
"Commence Construction"	the digging of foundations serving a Dwelling that forms part of the Development and "Commencement of Construction" shall be construed accordingly
"Index CPI"	the consumer price index or such other replacement index agreed by the Council
"Nominations Agreement"	an agreement substantially in the form of the draft nominations agreement annexed at Appendix 2 to this Deed 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

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“Preferred Registered Provider”	shall mean the Council or any one of the following Registered Providers or their respective successors and permitted assigns each of whom is a Registered Provider within the meaning of the Housing & Regeneration Act 2008 or any statutory modification thereto: i A2Dominion ii Aster iii Housing Solutions iv Loddon v MTVH vi Abri Group Limited vii Sovereign viii Vivid
“Registered Provider” or “RP”	shall mean either: (1) a registered provider within the meaning of the Housing & Regeneration Act 2008 or any statutory modifications made thereto; or (2) the Council

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“Regulator of Social Housing”	the body which regulates and provides funding to Registered Providers and shall include any replacement or successor organisation which is appointed or designated to carry out its functions
“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 and which may be increased by Index CPI plus 1% annually or otherwise in accordance with the rent guidance published by the Regulator of Social Housing
“Social Rented Housing”	shall mean housing provided by a Registered Provider at target social rents
“Standards”	means built in accordance with standards requirements and latest guidance issued by Homes England and/ or the Regulator of Social Housing and to meet the national space standards and conform to Building Regulation M4(2) in respect of 95% of the Affordable Housing Dwellings and M4(3) in respect of 5% of the Affordable Housing

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Dwellings (or any other applicable regulation superseding these Standards if applicable to the Affordable Housing Dwellings) to ensure the provision of lifetime homes which are adaptable to varying needs

The Owners covenants with the Council as follows:

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PART 1

PROVISION OF AFFORDABLE HOUSING

1. That 40% of the Dwellings on the Site shall be provided as Affordable Housing by constructing the Affordable Housing Dwellings in accordance with this Schedule.

2. The Development shall contain 40% Affordable Housing Dwellings of the total number of Dwellings within the Site which shall comprise of:

Dwelling Size	**Number of Affordable Housing Dwellings**
1 bedroom apartment	20%
2 bedroom apartment	15%
2 bedroom house	30%
3 bedroom house	20%

4+ bedroom house	15%
Total:	100%

3. Not to Commence Construction of any Open Market Dwellings unless and until the precise number, location and mix of the Affordable Housing Dwellings has been approved in writing by the Council as part of the Reserved Matters Application

4. Not to Commence Construction of the Affordable Housing Dwellings any later than 3 calendar months after the Commencement of Construction of the Open Market Dwellings.

5. To use all reasonable endeavours to enter into a binding contract prior to Occupation of the Open Market Dwellings for the transfer of the Affordable Housing Dwellings or the Affordable Housing Land for a fair and commercially acceptable price (in accordance with paragraph 1.7 of Part 2 of this Schedule with a Preferred Registered Provider or (having obtained written consent of the Council to the identity of an Approved Registered Provider) that Approved Registered Provider).

6. If the Owners have 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 paragraph 5 for a period of at least six (6) months but has been unable to do so it shall notify the Council in writing to that effect, such notice to include evidence of the reasonable endeavours so used and detailing the reasons why the contracts have not been secured.

7. Within three (3) months of receipt of any notice pursuant to paragraph 6 above the Council shall confirm in writing to the Owners whether or not it is satisfied that the Owners have complied with the requirements of paragraph 5 above PROVIDED THAT where the Council does not consider that the Owners have complied with the requirements of paragraph 5 above its written confirmation shall state the reason(s) for such dissatisfaction and in the event there is disagreement between the Council and the Owners in respect of the reason(s) provided with party may refer the matter for determination under clause 15 of this Deed.

8. Where it is agreed or determined that the Owners have complied with the requirements of paragraph 5 above then the Owners may pay the Affordable Housing Contribution to the Council in lieu of on-site delivery of Affordable Housing Dwelling(s) and if the Owners have

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elected to pay the Affordable Housing Contribution they covenant not to Occupy any Open Market Dwellings unless they have paid the Affordable Housing Contribution to the Council

9. If the Owners have elected to pay the Affordable Housing Contribution, once the Council has confirmed receipt of the Affordable Housing Contribution, the Owners may then dispose of the relevant Affordable Housing Dwelling(s) to which the contribution relates as Open Market Dwelling(s) and the obligations in paragraphs 4, 5, 10 and 11 and Part 2 of this Schedule shall not apply to those Affordable Housing Dwellings.

10. To construct the Affordable Housing Dwellings and make the same ready for Occupation in accordance with the Standards to the reasonable satisfaction of the Council as part of the Development upon the Site at no cost to the Council prior to the use or Occupation of more than fifty per cent (50%) of the Open Market Dwellings

11. Not to permit more than fifty per cent (50%) of the Open Market Dwellings to be used or Occupied unless and until all of the Affordable Housing Dwellings have been completed and either the freehold interest or (in the case of a flat) a minimum 125 year lease has been transferred or granted to a Preferred Registered Provider or to an Approved Registered Provider on the terms set out in Part 2 of this Schedule.

PART 2

Terms of Offer

The Affordable Housing Dwellings shall be transferred:

1.1 with vacant possession (save for the presence of any contractor or sub-contractor carrying out works to complete the Affordable Housing Dwellings, and any party authorised by it)

1.2 subject to any easements wayleaves and rights over on and under the Affordable Housing Land and any other matters to which the Owners' title is subject in relation to the Affordable Housing Dwellings (whether such easements wayleaves and rights have yet to be registered at HM Land Registry or not) or otherwise as may exist at the date of the offer or the date of the transfer

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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

1.5 cleared of debris and building materials where the Affordable Housing Dwellings are being transferred after their completion (unless the transfer is for the Affordable Housing Land) and/or

1.6 with all necessary rights of access and services

Price

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

Costs

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 to a Registered Provider, subject to paragraph 1.7 of this Part 2.

Exchange of Contracts

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

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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. Subject to clause 7.12 and Part 3 of this Schedule, the Affordable Housing Dwellings shall not be used for any purpose other than as Affordable Housing.

6. The Owners shall use all reasonable endeavours to procure the execution by the Preferred Registered Provider or the Approved Registered Provider of the Nominations Agreement and deliver the same to the Council within (eight) 8 weeks of the transfer of any Affordable Housing Dwellings to the Preferred Registered Provider or the Approved Registered Provider the Owners; and shall not Occupy an Affordable Housing Dwelling until a Nominations Agreement has been entered into by the Preferred Registered Provider or the Approved Registered Provider in relation to that particular Dwelling.

PART 3

Affordable Housing Mortgagee Sale Provision

1. The Affordable Housing provisions in this Deed shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (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:

1.1. Such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Dwellings and shall make reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Dwellings to another Registered Provider for a consideration not less than the amount due and outstanding under the terms of the relevant

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security documentation including all accrued principal monies, interest and costs and expenses; and

1.2 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 Agreement which provisions shall determine absolutely

PART 4

The Council covenants with the Owners as follows:

1. to expend the Affordable Housing Contribution solely for the purposes specified in this Deed and for which they have been paid by the Owners;
2. that in the event that the Affordable Housing Contribution or part thereof has not been expended on such date as is fifteen years from the date of payment of the Affordable Housing Contribution (or part) the Council shall within 20 Working Days repay the unspent balance to the payer (or its nominee) together with any interest accrued thereon from the date of payment by the Owners to the Council to the date of repayment by the Council to the Owners; and
3. to keep a record of the Affordable Housing Contribution received, interest accrued, monies expended and the purpose of such expenditure and provide a copy to the Owners on request.

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SCHEDULE TWO

CONTRIBUTIONS

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

Allotments Contribution	the sum of £374.40 (Index Linked) per Dwelling with the benefit of the Reserved Matters Approval payable towards the refurbishment of the existing allotments within the administrative area of Arborfield Parish Council or Shinfield Parish Council
Burial Grounds Contribution	the sum of £111.86 (Index Linked) per Dwelling with the benefit of the Reserved Matters Approval towards the provision of new cemeteries or the enhancement of existing cemeteries within the Council's administrative area,
Bus Services Contribution	the sum of £1,228.81 (Index Linked) per Dwelling with the benefit of Reserved Matters Approval payable towards the Bus Route 3 service within the administrative Borough of the Council and serving the Development
Contributions	the Allotments Contribution, the Burial Grounds Contribution, the Bus Services Contribution, the Healthcare Contribution, Off-site Parks and Gardens Contribution and the My Journey Contribution
Healthcare Contribution	a sum of £864 (Index Linked) per Dwelling to be paid to the Council to mitigate demand for additional GP surgery floorspace arising from the Development and based on the number of Dwellings with the benefit of Reserved Matters Approval towards the commissioning of a pre-project study and an identified project at either Shinfield Medical Centre of South Reading and Shinfield Group Medical Practice or

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	Swallowfield Medical Practice (which may include pre-project study work)
Off-site Parks and Gardens Contribution	the sum of £40 (Index Linked) per m2 of the area of Parks and Gardens required pursuant to the Council's MDDLP Policy TB08, by calculating at Reserved Matters Application stage the amount of Parks and Gardens the Development should be providing by reference to the following formula "*Number of dwellings x 2.4 occupancy / 1,000 x TB08 standard",* such sum to be used towards refurbishment/construction and ongoing maintenance at existing parks and gardens site at California Country Park and/or Finchampstead Baptist Centre and /or existing parks and garden sites within Arborfield
My Journey Contribution	the sum of £450 (Index Linked) per Dwelling with the benefit of Reserved Matters Approval towards the Council's Borough-wide travel awareness initiative which seeks to encourage Wokingham residents to consider and make use of the various transport options available to them for local journeys

PART 1

The Owners covenant with the Council as follows:

1. **My Journey Contribution**

1.1 to pay 50% of the My Journey Contribution to the Council prior to first Occupation of the Development.

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1.2 not to Occupy nor permit Occupation of any Dwelling within the Development until 50% of the My Journey Contribution has been paid to and received by the Council.

1.3 to pay the remaining 50% of the My Journey Contribution to the Council prior to Occupation of more than 50% of the Dwellings within the Development.

1.4 not to Occupy nor permit Occupation of more than 50% of the Dwellings within the Development until the remaining 50% of the My Journey Contribution has been paid to and received by the Council.

2. **Allotments Contribution**

2.1 to pay the Allotments Contribution to the Council prior to Occupation of more than 50% of the Dwellings.

2.2 not to Occupy more than 50% of the Dwellings until the Allotments Contribution has been paid to and received by the Council.

3. **Healthcare Contribution**

3.1 to pay the Healthcare Contribution to the Council on or prior to Commencement of Development.

3.2 not to Commence the Development until the Healthcare Contribution has been paid to and received by the Council.

4. **Bus Services Contribution**

4.1 to pay the Bus Services Contribution to the Council prior to first Occupation of the Development.

4.2 not to Occupy nor permit Occupation of any Dwelling within the Development until the Bus Services Contribution has been paid to and received by the Council.

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5. **Off-site Parks and Gardens Contribution**

5.1 to pay the Off-site Parks and Gardens Contribution to the Council prior to first Occupation of the Development.

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

6 Burial Grounds Contribution

6.1 To pay the Burial Grounds Contribution to the Council prior to Occupation of 80% of the Dwellings

6.2 Not to Occupy more than 80% of the Dwellings unless it has paid the Burial Grounds Contribution to the Council

PART 2

The Council covenants with the Owners as follows:

4. to expend the Contributions solely for the purposes specified in this Deed and for which they have been paid by the Owners;
5. that in the event that any Contribution or part thereof has not been expended on such date as is fifteen years from the date of payment of the Contribution (or part) the Council shall within 20 Working Days repay the unspent balance to the payer (or its nominee) together with any interest accrued thereon from the date of payment by the Owners to the Council to the date of repayment by the Council to the Owners; and
6. to keep a record of all Contributions received, interest accrued, monies expended and the purpose of such expenditure and provide a copy to the Owners on request.

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SCHEDULE THREE

EMPLOYMENT SKILLS

i. **Definitions**

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

"Employment Skills Contribution"	means the sum to be calculated by the Council at the Reserved Matters Application stage using the formula set out below and which is payable to the Council in lieu of the production of an Employment Skills Plan (or in accordance with paragraph 2.3 of Part 1 of this Schedule) 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: A x £3,750.00 (Index Linked) = B Where A is the total number of Jobs Created plus Apprenticeship Starts identified in the outcome bands below where V is the value of the construction costs calculated as = C x D Where B is the Employment Skills Contribution Where C is the interior floor space (GIA) of the Development in square metres calculated by reference to the Dwellings with the benefit of Reserved Matters Approval; Where D is 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

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	Bands									
Outcomes	1	2	3	4	5	6	7	8	9	10
Value of the construction costs (V)	£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 provides 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 Owners to the Council for approval in writing prior to the Commencement of Development and which (with reference to the table contained within the

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definition of the Employment Skills Contribution and the band within that table) shall provide for the required number of community skills support activities, jobs created and apprenticeship starts as are detailed in the relevant band from that table, or such other mix as is approved in writing by the Council

EMPLOYMENT SKILLS CONTRIBUTION OR EMPLOYMENT SKILLS PLAN

Part 1 – Owners' Covenants

The Owners covenant with the Council as follows:

1. Not to Commence Development until the Owners entirely at their own absolute discretion either:

1.1. pay 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. submit to the Council an Employment Skills Plan to be approved in writing by the Council (such approval not to be unreasonably withheld or unreasonably delayed) and the Council approves that plan (in which case paragraph 2 shall apply and the Council agrees that the requirement relating to the Employment Skills Contribution in paragraph 1.1 is discharged in full).

2. In the event the Owners elects to submit an Employment Skills Plan in accordance with paragraph 1.2 then:

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2.1. the Owners shall discharge the requirements of the approved Employment Skills Plan in full and to the reasonable satisfaction of the Council in accordance with the details set out in the approved Employment Skills Plan; and

2.2. within seven (7) days of written request from the Council the Owners shall provide a progress report, and any further information the Council requests, to enable the Council to determine whether satisfactory progress is being made in meeting the key performance indicators in the approved Employment Skills Plan in relation to the deadlines set out in the approved Employment Skills Plan and if the Council (acting reasonably) considers that progress is unsatisfactory the Council may by written notice require that reasonable steps (as set out in the notice) are taken to comply with the approved Employment Skills Plan within twenty eight (28) days of the date of the notice; and

2.3. if at the end of that twenty-eight (28) day period the Council considers insufficient progress has been made to comply with the required steps, the Owners will be required to pay a reasonable proportion of the Employment Skills Contribution (calculated by the Council acting reasonably by reference to those key performance indicators in the Employment Skills Plan which have not been complied with) to the Council within fourteen (14) days of a further written notice from the Council demanding payment (and the obligation to achieve those key performance indicators shall no longer apply).

Part 2 – Council's Covenants

1. The Council covenants with the Owners that:

1.1 if it receives all of the Employment Skills Contribution from the Owners in accordance with paragraph 1.1 or paragraph 2.3 of Part 1 of this Schedule the obligations at paragraphs 1.2 and 2 of Part 1 of this Schedule shall be discharged in full;

1.2 if it receives all or part of the Employment Skills Contribution from the Owners in accordance with paragraph 1.1 or paragraph 2.3 of Part 1 of this Schedule:

1.2.1 to expend the Employment Skills Contribution solely for the purposes specified in this Deed and for which they have been paid by the Owners;

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1.2.2 that in the event that the Employment Skills Contribution or part thereof has not been expended on such date as is fifteen years from the date of payment of the Employment Skills Contribution (or part) the Council shall within 20 Working Days repay the unspent balance to the payer (or its nominee) together with any interest accrued thereon from the date of payment by the Owners to the Council to the date of repayment by the Council to the Owners; and

1.2.3 to keep a record of any Employment Skills Contribution received, interest accrued, monies expended and the purpose of such expenditure and provide a copy to the Owners on request; and

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

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SCHEDULE FOUR

SPA Mitigation

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

"Strategic Access Management and Monitoring Contribution" an Index Linked sum towards the management and monitoring of strategic access to the Thames Basin Heaths Special Protection Area

No. of bedrooms	No. of dwellings	SAMM contribution (per dwelling)	Aggregate SAMM Contribution
1	A	£ 582.00	A x £582 = V
2	B	£ 810.00	B x £810 = W
3	C	£ 1,077.00	C x £1,077 = X
4	D	£ 1,267.00	D x £1,267 = Y
5+	E	£ 1,447.00	E x £1,447 = Z
Total SAMM Contribution: V + W + X + Y + Z			

"**Thames Basin Heaths Special Protection Area" or "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

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"**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 Agreement dated 14th July 2011

PART ONE

1. Strategic Access Management and Monitoring Contribution

1.1 The Owners covenant to submit to the Council its calculations for the Strategic Access Management and Monitoring Contribution based on the formula set out in the relevant definition not later than its submission of the first Reserved Matters Application for the Dwellings and not to Occupy the Development unless the amount of the Strategic Access Management and Monitoring Contribution has been agreed by the Council

1.1 The Owners covenant with the Council to pay the Strategic Access Management and Monitoring Contribution on or before Occupation of Development.

1.2 The Owners covenant with the Council not to Occupy the Development until the Strategic Access Management and Monitoring Contribution has been paid to and received by the Council.

PART TWO

Council's Covenants

1. Strategic Access Management and Monitoring Contribution

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

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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 SANG 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 a SPA-wide on-the-ground wardening service to support and supplement existing management mechanisms

viii. Provision of education programmes

ix. Appropriate branding of SANG 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 public open space within the vicinity of the Development is heavily dependent on protected areas.

2 To keep a record of interest accrued, monies expended and the purpose of such expenditure in relation to the Strategic Access Management and Monitoring Contribution, and provide a copy to the Owners on request.

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SCHEDULE FIVE

ESTATE ROADS

In this Schedule the following additional definitions shall apply (for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to it in the main body of this Deed):

Adoptable Roads	those parts of the Estate Roads to be adopted by the Council as publicly maintainable highway
Adoptable Roads Bond	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 fund the construction of the Adoptable Roads
Adoptable Roads Specification	the specification and plans to be agreed by the Council in writing, in accordance with which the Adoptable Roads will be constructed to an adoptable standard
Estate Roads	the carriageways and footways (including the lighting to and drainage of the carriageways and footways) serving the Development to be approved pursuant to the relevant Reserved Matters Approval and which may be Private Roads and / or Adoptable Roads according to the election made by the Owners
Highways Agreement	an agreement pursuant to s278 and/or s38 Highways Act 1980 and any other

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	relevant legislation to secure the construction and adoption of the Adoptable Roads to include but not limited to payment of commuted sums and Inspection Fee
Inspection Fee	a sum calculated on the basis of up to 10% of the sum referred to in the Private Roads Bond and/or the Adoptable Roads Bond (as the case may be) representing the Council's reasonable fees for approving the Private Roads Specification and/or the Adoptable Roads Specification (as the case may be) and the carrying out of any inspections and testing of materials used during the construction of the Estate Roads
Private Roads	those parts of the Estate Roads which are to remain privately maintainable and not to be dedicated nor adopted as publicly maintainable highway
Private Roads Bond	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 fund the construction of the Private Roads
Private Roads Specification	the specification and plans to be agreed by the Council in writing, in accordance with which the Private Roads will be

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	constructed to a durable and serviceable standard
Provisional Certificate of Completion	a certificate issued by the Council confirming that the Adoptable Roads have been constructed to its satisfaction (acting reasonably) in accordance with the relevant Highways Agreement

The Owners covenant with the Council as follows:

PART ONE

1. Prior to the submission of the first Reserved Matters Application to elect in writing which Estate Roads shall be adopted by the Council and which Estate Roads shall remain privately maintained
2. To submit the Private Roads Specification and/or the Adoptable Roads Specification (as applicable) to the Council prior to or concurrently with the first Reserved Matters Application.
3. Not to Commence the Development until the Owners has submitted and the Council has Approved the Private Roads Specification and/or the Adoptable Roads Specification (as applicable)

PART TWO

IN THE EVENT THE OWNER IS PROVIDING ANY ESTATE ROADS AS PRIVATE ROADS:

1 Not to Commence Development unless the Owners have

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(a) Provided the Private Roads Bond in a form approved by the Council

(b) Paid the Inspection Fee to the Council;

(c) Completed a further deed ("Private Roads Deed") with the Council to secure the construction of the Private Roads in accordance with the Private Roads Specification

PROVIDED THAT it is agreed:

such Private Roads Deed will be subject to the simultaneous completion of the Private Roads Bond in favour of the Council which the Council will be entitled to drawn down upon in the event of default (in accordance with terms set out therein) by the Owners in the construction of the Private Roads in accordance with the Private Roads Specification

2 Not to Occupy any Dwelling unless the Private Roads serving that particular Dwelling have been constructed to base course level

3 Not to Occupy more than 90% of the Dwellings unless the Private Roads have been completed in accordance with the Private Roads Specification and to the Council's satisfaction (acting reasonably)

4 Not to transfer title to the Private Roads to a properly constituted Management Company until the Private Roads are completed in accordance with the Private Roads Specification and such Private Roads will be maintained by the Owners 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 to procure in the transfer to the Management Company an obligation to maintain to the same standard for the lifetime of the Development and such transfer of the Private Roads shall be on the following terms:

(a) for a nominal sum of £1;

(b) with vacant possession; and,

(c) free from all financial charges and other encumbrances which may materially affect the use of the Private Roads by the public.

But for the avoidance of doubt if the Owners notify the Council in accordance with paragraph 1 of Part One of this Schedule that they shall not be providing any Private Roads, this Part Two of this Schedule shall be cease to apply

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PART THREE

IN THE EVENT THE OWNER IS PROVIDING ANY ESTATE ROADS AS ADOPTABLE ROADS:

1 Not to Commence Development unless they have

(a) Entered into a Highways Agreement with the Council;

(b) Provided the Adoptable Roads Bond to the Council;

(c) paid the Inspection Fee for the Adoptable Roads as set out in the Adoptable Roads Specification; and

(d) Obtained all necessary consents from the Council as Local Highways Authority for all works for and associated with the Adoptable Roads

2 Not to Occupy any Dwelling unless the Adoptable Roads serving that particular Dwelling have been completed to base course level

3 Not to Occupy more than 90% of the Dwellings until the Adoptable Roads are completed in strict accordance with the Adoptable Roads Specification and any Highways Agreement and a Provisional Certificate of Completion has been issued.

4 To maintain and manage the Adoptable Roads to a standard to ensure their safe use by the public including pedestrians, cyclists and mechanically propelled vehicles until the Adoptable Roads as set out in the Adoptable Roads Specification have been dedicated and adopted as such in accordance with the relevant Highways Agreement

But for the avoidance of doubt if the Owners notify the Council in accordance with paragraph 1 of Part One of this Schedule that they shall not be providing any Adoptable Roads, this Part Three of this Schedule shall cease to apply

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SCHEDULE SIX

TRAVEL PLAN

In this Schedule the following additional definitions shall apply (for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to it in the main body of this Deed):

"Final Travel Plan"	the final travel plan to be submitted to the Council in accordance with this Schedule and which will include the recommendations of the Council's Framework Travel Plan assessment and be based on the first travel survey as defined in the Framework Travel Plan and which shall be updated bi-annually for a period of five years as set out in this Schedule;
"Framework Travel Plan"	the travel plan prepared with title CD01.24 Framework Travel Plan 147.0019-FTP-1 Rev -
"Travel Plan Bond"	a bond or cash deposit provided by the Owner to the Council being the cost to be agreed with the Council of implementation of the measures and initiatives of the Final Travel Plan
"Travel Plan Co-ordinator"	a person appointed by the Owners to implement the Final Travel Plan
"Travel Plan Monitoring Fee"	the sum of £4500 (Index Linked) towards the monitoring of the Final Travel Plan
"Travel Plan Objective"	an objective to reduce the number and length of single car trips to be generated by the Development while supporting more sustainable forms of travel and reduce the overall need to travel including but not limited to an 10%

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	reduction in single occupancy car trips (from the year 1 survey)
"Travel Plan Period"	the period of 5 years from first Occupation of the Development

The Owners covenant with the Council as follows:

1.1 To pay the Travel Plan Monitoring Fee to the Council on or before Commencement of Development AND not to Commence Development unless it has paid the Travel Plan Monitoring Fee to the Council

1.2 Prior to Commencement of Development to submit to the Council in writing the Final Travel Plan for the Council's written approval (to include the recommendations of the Council's Framework Travel Plan assessment) and not to Commence Development unless they have submitted the Final Travel Plan to the Council for approval and not to Occupy the Development unless the Council has approved the Final Travel Plan in writing.

1.3 That the Travel Plan Co-ordinator shall be appointed not less than three (3) months prior to first Occupation and as part of such appointment will be required to fulfil all obligations of the Travel Plan Co-Ordinator as set out below:

1.3.1 to undertake or commission the initial travel survey upon Occupation of fifty per cent (50%) of the Dwellings or six (6) months after first Occupation of the Development, whichever occurs soonest. A survey will then be undertaken bi-annually for a period of five (5) years from the date of the initial survey.

1.3.2 to report the survey results to the Council within three (3) months of each travel survey in the form of a monitoring report.

1.3.3 to implement the measures/initiatives of the Final Travel Plan and use reasonable endeavours to achieve the Travel Plan Objective within five (5) years of the first survey

1.3.4 to be responsible for handing over the responsibility of the Final Travel Plan to the residents' association or equivalent at the end of five (5) years or after the final survey

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1.4 Following approval of the Final Travel Plan, to make available a package of measures/initiatives to all residents of the Dwellings and, where practical, visitors of and to the Development, which shall include measures to encourage sustainable travel which may include the below:

1.4.1 Plan for delivering information and incentives

1.4.2 Provision of cycle-hire and/or e-bikes

1.4.3 E-bike lease

1.4.4 Cycle purchase vouchers

1.4.5 Bus taster tickets

1.4.6 Provision of a mobility hub including but not limited to Car Club (car plus free membership for residents of development) E-Bike hire Dr Bike and Hot-spot / Information (with any such details to be submitted to the Council as part of the Reserved Matters Application)

or other package of measures agreed to enhance sustainability

PROVIDED THAT the cost of complying with the package of measures shall not exceed £97,570 (ninety-seven thousand, five hundred and seventy pounds) (Index Linked) unless otherwise agreed with the Council

1.5 Prior to first Occupation of the Development to provide to the Council the Travel Plan Bond

1.6 If at any time during the Travel Plan Period any of the requirements of the Final Travel Plan are not complied with in any material respect, the Council shall notify the Owners of that failure and allow the Owners a reasonable time period (which shall be a minimum of twenty-eight days) in all the circumstances to remedy the failure. If the Owners do not remedy the failure within the specified time period (or longer period agreed with the Council), the Council may:

1.6.1 carry out the works or take such other steps as the Council reasonably determines to remedy the failure to comply with the requirements of the Final Travel Plan; and/or

1.6.2 implement such alternative measures which the Council reasonably determines to achieve the aims of the Final Travel Plan.

1.7 The Council shall be entitled to the reasonable cost of any works carried out or steps taken in accordance with paragraphs 1.6.1 or 1.6.2 by drawing on the Travel Plan Bond and at the end

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of the Travel Plan Period any remaining Travel Plan Bond (save for any outstanding liabilities) shall be released or returned (as the case may be) to the payer (or its nominee) within 28 Working Days.

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SCHEDULE SEVEN

LEAP AND PUBLIC OPEN SPACE

In this Schedule the following additional definitions shall apply (for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to it in the main body of this Deed):

"Certificate of Completion" means a certificate issued by the Council confirming that the relevant Green Infrastructure has been constructed to the reasonable satisfaction of the Council

"Final Certificate" means a certificate to be issued by the Council when the relevant Green Infrastructure has been maintained to the reasonable satisfaction of the Council

"Green Infrastructure" means the Public Open Space and/or the LEAP as the case may be and Green Infrastructure shall be construed accordingly

"LEAP" means a local equipped area for play comprising an area of not less than 600 square metres typically for children ages up to 11 with 6 or more different pieces of play equipment that is designed for children and meets the Council's minimum size for play areas and is constructed in accordance with the principles set out in the Wokingham Play Space Design Guide;

"Public Open Space" means the communal areas of informal and formal public open space to be provided within the Site the details of which are to be subject to the written approval of the Council following submission of a Public Open Space Plan pursuant to the Reserved Matters Application in accordance

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with the Council's policy MDD TB08 to include as a minimum assuming a population rate of 2.4 persons per Dwelling:

Amenity greenspace calculated at 0.98 ha standard for 1,000 population (with a minimum of 0.4ha to be provided)

Natural/Semi-natural greenspace calculated at 2.84 ha standard for 1000 population (with a minimum of 0.4ha to be provided)

"Public Open Space Plan" means a plan setting out the exact size, location and boundaries of the Public Open Space

"Maintenance Period" means the later of 12 months or any further period required to make good any defects for the relevant Green Infrastructure

"Specification" means the detailed specification for the relevant Green Infrastructure which shall include (but is not limited to) details of future maintenance requirements and the basis of sharing costs of maintenance and management between Dwellings and methodology for recovery of costs from the Dwellings (in the event the relevant Green Infrastructure is transferred to the Management Company in accordance with the Unilateral Undertaking) and any further information the Council may reasonably require

PART ONE: LEAP

The Owners covenant with the Council as follows:

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1.1 Not to use the LEAP for the storage of construction equipment or materials and not to erect any Dwellings on the LEAP nor to use the LEAP other than for outdoor play and recreation by the general public

1.2 Not to Occupy or cause or permit the Occupation of any Dwelling until the design of LEAP in accordance with the Specification has been submitted to the Council for approval by the Council's Outdoor Play and Development Officer

1.3 Prior to Occupation of 75% of the Dwellings to lay out and construct at the Owners' expense the LEAP in accordance with the approved Specification

1.4 On completion of the construction of the LEAP and before opening it to the public to procure a Royal Society for the Protection of Accidents ("ROSPA") report in respect of the LEAP as constructed and submit the same to the Council

1.5 To make such corrective amendments to the LEAP as may be reasonably required to satisfy and correct any adverse safety comments made in the ROSPA report to the satisfaction of the Council's Outdoor Play and Development Officer

1.6 Not to Occupy or cause or permit the Occupation of more than 75% of the Dwellings until the LEAP has been constructed and any corrective amendments following the ROSPA report have been completed all to the satisfaction of the Council's Outdoor Play and Development Officer so that it is available for use by the public

1.7 On satisfactory completion of construction of the LEAP in accordance with paragraphs 1.4 to 1.6 above the Council shall issue a Certificate of Completion and the LEAP shall be maintained by the Owners to the reasonable satisfaction of the Council for the Maintenance Period during which time any defects should be made good within that 12 month period or as soon thereafter as practicable.

1.8 At the expiration of the Maintenance Period the Owners shall procure a further ROSPA report in respect of the LEAP and take such measures as may be needed to reasonably satisfy and correct any adverse comments made in such report to the reasonable satisfaction of the Council

PART TWO PUBLIC OPEN SPACE

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The Owners covenants with the Council as follows:

1.1 Not to use the Public Open Space for the storage of construction equipment or materials and not to erect any Dwellings on the Public Open Space nor to use the Public Open Space other than for Public Open Space for outdoor play and recreation by the general public

1.2 Not to Occupy or cause or permit the Occupation of any Dwelling until the design of the Public Open Space in accordance with the Specification has been submitted to the Council for approval by the Council

1.3. On or before occupation of 50% of the Dwellings (or in accordance with an alternative timescale as agreed with the Council as part of the Reserved Matters Approval) to construct 75% of the Public Open Space in accordance with the Council's reasonable requirements and in accordance with the Planning Permission

1.3. On or before occupation of 95% of the Dwellings (or in accordance with an alternative timescale as agreed with the Council as part of the Reserved Matters Approval) to construct the remaining 25% of the Public Open Space in accordance with the Council's reasonable requirements and in accordance with the Planning Permission

1.5. On satisfactory completion of construction of the Public Open Space the Council shall issue a Certificate of Completion and the Public Open Space shall be maintained by the Owners to the reasonable satisfaction of the Council for the Maintenance Period during which time any defects should be made good within that 12 month period or as soon thereafter as practicable.

1.6. At the expiration of the Maintenance Period and subject to the provisions of Part Three below the Council shall issue a Final Certificate.

PART THREE INSPECTION REGIME

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1. At the expiration of each Maintenance Period the Owners shall serve notice on the Council inviting it to inspect the relevant Green Infrastructure and issue the relevant Final Certificate.

2. On receipt of the written request referred to at paragraph 1 of this Part Three the Council may within one month carry out an inspection of the relevant Green Infrastructure and if it does so, if after inspection of the relevant Green Infrastructure the Council considers that the relevant Green Infrastructure has been satisfactorily maintained for the Maintenance Period the Council shall issue the Final Certificate within 10 Working Days of carrying out the inspection.

3. If after inspection of the Green Infrastructure by the Council it considers that the Green Infrastructure has not been satisfactorily maintained for the Maintenance Period the Council shall notify the Owners of the outcome of the inspection within 10 Working Days of carrying out the inspection and the Owners shall at their own expense rectify any deficiencies and carry out such works or operations as may reasonably be required by the Council to bring the Green Infrastructure up to the standard required and the procedures referred to above shall be repeated as often as necessary until the Final Certificate is issued.

4. If the Council chooses not to inspect the Green Infrastructure within one month of the Owners' written request pursuant to paragraph 1 of this Part Three then the Green Infrastructure shall be treated as though a Final Certificate has been issued by the Council.

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SCHEDULE EIGHT BIODIVERSITY NET GAIN

Biodiversity Enhancements	the works on Site approved pursuant to the Biodiversity Net Gain Plan and HMMP
Biodiversity Monitoring 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 monitoring compliance with the Biodiversity Net Gain Plan and HMMP and the Owners' obligation to submit Monitoring Reports (which may be detailed in conditions imposed on the Planning Permission): The formula for calculating the contribution is set out for information: £34 x 10hrs x 9 occasions = £3060 for up to 1ha; and £34 x 10hrs x 9 occasions = £3060 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 that are required Therefore, £3060 for up to 1ha + £3060 for each additional hectare pro rata = Biodiversity Monitoring Contribution
Biodiversity Net Gain Plan	the plan submitted to and approved by the Council to satisfy the Development's biodiversity net gain requirements pursuant to Schedule 7A of the Act

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HMMP	a detailed management and monitoring plan in accordance with a condition which may be imposed by the Planning Inspector on the Planning Permission to achieve the Development's biodiversity net gain requirements pursuant to Schedule 7A of the Act, prepared by a suitably qualified person to be submitted to the Council for approval 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
Monitoring Report	a monitoring report to be submitted to the Council in respect of the Biodiversity Enhancements
Practical Completion Certificate	a certificate or certificates which are issued by the Council when it is reasonably satisfied the Biodiversity Enhancements have been provided in accordance with the HMMP; and "Practical Completion Certificates" shall be construed accordingly

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PART ONE

The Owners covenant with the Council as follows:

1. Not to Commence Development until the Owners have:

   (a) submitted to the Council, and the Council has approved, the HMMP; and

   (b) paid the Biodiversity Monitoring Contribution to the Council.

2. Following approval pursuant to paragraph 1, to implement the Biodiversity Net Gain Plan and HMMP in strict accordance with the approved Biodiversity Net Gain Plan and HMMP.

3. To provide access to that part of the Site where the Biodiversity Enhancements are located upon reasonable written request to the Council's authorised officers for the purpose of monitoring and inspection of the HMMP and Biodiversity Net Gain Plan.

4. Following completion of the Biodiversity Enhancements to apply to the Council in writing requesting issue of the Practical Completion Certificate in respect of the Biodiversity Enhancements.

5. Within 10 Working Days of the written request (or such other period agreed in writing between the parties) referred to in paragraph 4 of this Schedule the Council shall carry out an inspection of the Biodiversity Enhancements and if after inspection of the Biodiversity Enhancements the Council considers that the Biodiversity Enhancements have been provided in accordance with the HMMP and Biodiversity Net Gain Plan to the Council's reasonable satisfaction the Council shall issue the Practical Completion Certificate within 10 Working Days of carrying out the inspection.

6. If after inspection of the Biodiversity Enhancements the Council considers that the Biodiversity Enhancements have not been provided in accordance with the HMMP and/or Biodiversity Net Gain Plan the Council shall notify the Owners of the outcome of the inspection within 10 Working Days of carrying out the inspection including details of any remedial works required and the Owners shall at their own expense rectify any deficiencies and carry out such works or operations as reasonably be required by the Council in its notice to the Owners to bring Biodiversity Enhancements up to the standard required by the HMMP and/or Biodiversity Net Gain Plan and the procedures referred to in paragraphs 4 - 6 of this Schedule shall be repeated as often as necessary until the Practical Completion Certificate is issued

7. To submit a Monitoring Report for the Biodiversity Enhancements by 15 October in years 1, 2, 5, 10, 15, 20, 25, 30 from the issue of the Practical Completion Certificate and in accordance with the Biodiversity Net Gain Plan and HMMP.

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8. Where a Monitoring Report identifies that there is a shortfall in delivery and the on-site habitat is not achieving the habitat type or condition identified in the Biodiversity Net Gain Plan and/or HMMP, to adapt and amend the HMMP and/or Biodiversity Net Gain Plan as required by the Council in writing in order to ensure that the objectives in the Biodiversity Net Gain Plan and/or HMMP continue to be achieved for a minimum of 30 (thirty) years from the issue of the Practical Completion Certificate.

9. For the avoidance of doubt paragraphs 2 to 8 of this Part 1 only apply in relation to the Biodiversity Enhancements that have not been transferred to the Council or the Council's nominated body as part of the Public Open Space (if any).

PART TWO

COUNCIL'S COVENANTS

1. The Council covenants to use the Biodiversity Monitoring Contribution for the purpose of monitoring implementation and ongoing compliance of the Biodiversity Net Gain Plan and the HMMP and the Owners' obligation to submit monitoring reports (both as detailed in the Planning Permission) and any relevant conditions of the Planning Permission

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SCHEDULE NINE

MANAGEMENT COMPANY

Definitions:

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

"Management Company"	means a private company limited by guarantee, registered in England and Wales at Companies House or any such future private company limited by guarantee which shall replace it in respect of which the Owners shall be (and all of the owners and/or lessees of the Dwellings comprised in the Development shall be (subject to the terms of the company's articles of association)) members 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 Private Roads and/ or the Green Infrastructure (in accordance with the Unilateral Undertaking) as applicable b. to levy and collect charges including service charges from persons having a relevant legal interest within the Development in respect of the management, cleaning, maintenance, winter maintenance and repair of the Private Roads and/

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or the Green Infrastructure (in accordance with the Unilateral Undertaking) as applicable and arranging all necessary insurances, and

c. to keep in good maintenance and repair the Private Roads and/ or the Green Infrastructure (in accordance with the Unilateral Undertaking) as applicable

In the event the Owners are providing any Estate Roads as Private Roads or are transferring the Green Infrastructure to the Management Company in accordance with the Unilateral Undertaking, the Owners covenant with the Council:

1. Prior to first Occupation of the Site to establish and engage the Management Company on terms as agreed in writing with the Council and to confirm in writing the name and contact details of the Management Company and to submit to the Council evidence of the formation of the Management Company and a 10 (ten) year management plan for any Green Infrastructure transferred to it.

2. Not to Occupy the Site unless they have established and engaged the Management Company on terms as agreed in writing with the Council and confirmed in writing the name and contact details of the Management Company and submitted to the Council evidence of the formation of the Management Company and a 10 (ten) year management plan for any Green Infrastructure transferred to it

2. The Management Company shall be controlled 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 residential lease of over 99 years in a Dwelling;

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such freehold owner or lessee shall be offered the opportunity to apply for membership in the Management Company in accordance with the articles of association, such application to be approved by the directors of the Management Company should the application be delivered in the form approved by the directors.

4. That the Management Company:

4.1 shall be under an obligation to manage, clean, maintain and repair as necessary any Private Roads that are transferred to it and shall ensure the terms of requirements of the Specifications for the Private Roads as approved in writing by the Council are fully complied with (in the event such parts of the Site are transferred to it); and

4.2 shall have the power to comply with and observe the covenants of the Owners contained within this Deed that relate expressly to that part of the Site it takes an interest in; 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

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 covenants 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 Private Roads and Green Infrastructure (if relevant)

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 Private Roads and Green Infrastructure (if relevant)

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SCHEDULE TEN

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

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APPENDIX 1

PLAN

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APPENDIX 2

NOMINATIONS AGREEMENT

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

THE COMMON SEAL OF)

WOKINGHAM BOROUGH COUNCIL)

was hereunto affixed in the presence of:)

Authorised Signatory/ Solicitor

SIGNED AS A DEED)

by the said LINDA MAY EMMETT)

In the presence of:-)

Witness Signature:

Witness Name and Address:

Witness Occupation

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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

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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

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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

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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

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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

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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

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