

DATED

20th July

2026

WOKINGHAM BOROUGH COUNCIL

- and –

MILLER HOMES LIMITED

Deed to secure Suitable Alternative Natural Greenspace (SANG) mitigation prior to the occupation of up to 20 dwellings within Development Parcel R10 of the Development granted planning permission under planning reference 191068 pursuant to Section 1 and 2 of the Localism Act 2011 and all other enabling powers including Section 111 of the Local Government Act 1972

THIS Deed is made the 20th day of July Two Thousand and Twenty-Six

BETWEEN

- (1) **WOKINGHAM BOROUGH COUNCIL** of Council Offices, Shute End, Wokingham, Berkshire RG40 1BN (the **Council**); and
- (2) **MILLER HOMES LIMITED** (company no. SC255429) of Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH (the **Owner**)

The Council and the Owner shall be known together in this Deed as the Parties.

WHEREAS

- (A) The Council as Local Planning Authority granted "Planning Permission" under planning reference 191068 for the "Development" as defined below in this Deed subject to planning obligations and planning conditions.
- (B) Planning condition 18 of the Planning Permission requires the Owner to submit the SANG Delivery Strategy for approval by the Council in conjunction with Natural England prior to the commencement of the Development.
- (C) The Parties to this Deed acknowledge that this Deed does not and cannot in law vary the 'Section 106 Deed' dated 19 July 2024 between amongst other parties the Parties to this Deed as defined below in this Deed and that there shall be no reduction in the SANGs Maintenance Sum or the Additional SANG Maintenance Sum as defined in the Section 106 Deed as a consequence of this Deed.
- (D) The Owner had submitted a SANG Delivery Strategy pursuant to condition 18 of the Planning Permission (with reference number 191068) which was approved on 20 June 2025 by the Council in conjunction with Natural England and such approval was required prior to the commencement of the Development. However, the approved SANG Delivery Strategy relies on St Anne's SANG (with planning reference 190900) to mitigate the impact of the first 88 Dwellings to be Occupied within the Development. St Anne's

SANG will not likely be available prior to the initial Occupations of up to 20 Dwellings within the Development (specifically within Development Parcel R10) and the Parties therefore enter into this Deed to secure SANG mitigation for up to 20 Dwellings to be Occupied within the Development before the Long Stop Date as part of a revised SANG Delivery Strategy to be submitted to the Council pursuant to condition 18 of the Planning Permission.

1. DEFINITIONS AND INTERPRETATION

1.1 The definition in this clause applies in this Deed.

“Application Site” means all that land shown for identification purposes only edged red on Plan 1

“Development” means the development of the Application Site pursuant to a hybrid planning application (part outline/part detailed) comprising an outline application with all matters reserved except principal means of access to the highways, for a mixed use development of up to 1,434 dwellings, a two-form entry primary school, Neighbourhood Centre (use classes A1, A2, A3, A4, A5 and D1 including community building D1/D2), public open space, play areas and associated infrastructure and landscaping; and a full application for the proposed Suitable Alternative Natural Greenspace (SANG), associated landscaping and temporary car park

“Development Parcel R10” means that area edged in red on Plan 2

“Dwelling” means any dwelling (including a house flat or maisonette with associated garden garage driveway and parking spaces) to be constructed within the Development and "Dwellings" shall be construed accordingly

“Long Stop Date” means 1st September 2026

“Occupation” means first beneficial occupation of the Development pursuant to a valid planning permission but not including occupation by personnel engaged in construction, fitting

out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupied", "Occupy" and "Occupier" shall be construed accordingly.

"Plan 1" means the plan at Schedule 1 of this Deed

"Plan 2" means the plan at Schedule 2 of this Deed

"Planning Permission" means the planning permission granted pursuant to the planning application with reference number 191068

"Rooks Nest Wood SANGs" means the Council designated 18.5ha strategic Suitable Alternative Natural Green Space (SANGS) in Barkham

"Rooks Nest Wood SANGs

Payment" means the sum of [REDACTED] at [REDACTED] per Dwelling

"Section 106 Deed" means the Deed made pursuant to section 106 of the Act dated 19 July 2024 between (1) the Council (2) Miller Homes Limited (3) Kier Ventures Limited (4) Ruth Marion Brookbank Robbins and Jonathan Brian Gater (5) Thames Valley Housing Association Limited (6) Maureen Lesley Brown, Richard Mark Brown and Stephen Paul Brown (7) the Council and (8) Gerard William Priestman Barber and Ludgrove School Trust Limited;

"Working Day" any day from Monday to Friday (inclusive) which is neither Christmas Day nor Good Friday nor a bank or public holiday in England

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 indicating an obligation on a party to this Deed to do any act include an obligation to procure that it be done and words indicating a restriction on a party to this Deed include an obligation not to cause permit or allow infringement of the restriction.
- 2.5 Words indicating an obligation on a party to this Deed to do any act include an obligation to procure that it be done and words indicating a restriction on a party to this Deed include an obligation not to cause permit or allow infringement of the restriction.
- 2.6 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.7 Any reference to an Act of Parliament shall include any modification extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

3 Legal Basis

This Deed is made and entered into by the Parties pursuant to Sections 1 and 2 of the Localism Act 2011 (as amended) and to the powers contained in section 111 of the Local Government Act 1972 and all other enabling powers.

4 Owner's Obligations

- 4.1 To pay to the Council on the date of this Deed the Rooks Nest Wood SANGs Payment;
- 4.2 Not to Occupy any Dwelling within the Development before a further SANG Delivery Strategy replacing that approved by the Council in conjunction with Natural England on 20 June 2025 under reference 251240 has been approved in writing by the Council in conjunction with Natural England with the revised phasing approved in the said replacement SANG Delivery Strategy;

- 4.3 Not to Occupy more than 20 Dwellings within the Development before the Long Stop Date.
- 4.4 To allow the Council's officers between 9am and 5.30pm on any Working Day to inspect without notice the Development to check the numbers of Dwellings Occupied within the Development on and prior to the Long Stop Date
- 4.5 To notify the Council in writing by email directed to 'Developer Contributions' Developer.Contributions@wokingham.gov.uk 10 Working Days prior to:
 - 4.5.1 the 1st Dwelling to be Occupied within the Development;
 - 4.5.2 the 10th Dwelling to be Occupied within the Development; and
 - 4.5.3 the 20th Dwelling to be Occupied within the Development;

5 Council's Obligations

- 5.1 The Rooks Nest Wood SANGs Payment or any part thereof (as the case may be) shall be used by the Council for the maintenance of Rooks Nest Wood SANG;
- 5.2 If on the Long Stop Date fewer than 20 Dwellings have been Occupied within the Development the Council shall on receipt of satisfactory evidence of Occupations repay to the Owner [REDACTED] for each Dwelling resulting from the number of Dwellings Occupied on the Long Stop Date being subtracted from 20 Dwellings.

6. LEGAL COSTS

- 6.1 The Owner will pay on completion of this Deed the Council's reasonable legal costs and disbursements in connection with its preparation.

7. JURISDICTION

- 7.1 This Deed is to be governed by and interpreted in accordance with the law of England and Wales.
- 7.2 The courts of England and Wales are to have jurisdiction in relation to any disputes between the Parties arising out of or related to this Deed.

8. RIGHTS OF THIRD PARTIES

- 8.1 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Deed.

9. NOTICES

9.1 In this Clause:

9.1.1 'The Council's address' means the address of the Council shown on the first page of this Deed or such other address as the Council may from time to time notify to the Owner and its successors as being its address for service for the purposes of this Deed;

9.1.2 The addresses of Owner means that shown on the first page of this Deed or such other address as the Owner may from time to time notify to the Council and its successors as being its address for service for the purposes of this Deed

- 9.2 Any notice or other communication given or made in accordance with this Deed shall be in writing and:

9.2.1 may (in addition to any other effective mode of service) be delivered personally or sent by registered or recorded delivery or prepaid first class letter post or its equivalent;

9.2.2 shall in the case of a notice or other communication to the Council be served on the Council at the Council's address addressed to Council Offices, Shute End, Wokingham, Berkshire RG40 1BN;

9.2.3 shall in the case of a notice or other communication to the Owner be served on Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH;

- 9.3 Notices may be served by email;

- 9.4 Subject to clause 9.5 below and unless the date and/or time of actual receipt is proven by a notice, demand or other communication sent by the following means is to be treated as having been served as follows:

9.4.1 If delivered by hand at the time of delivery;

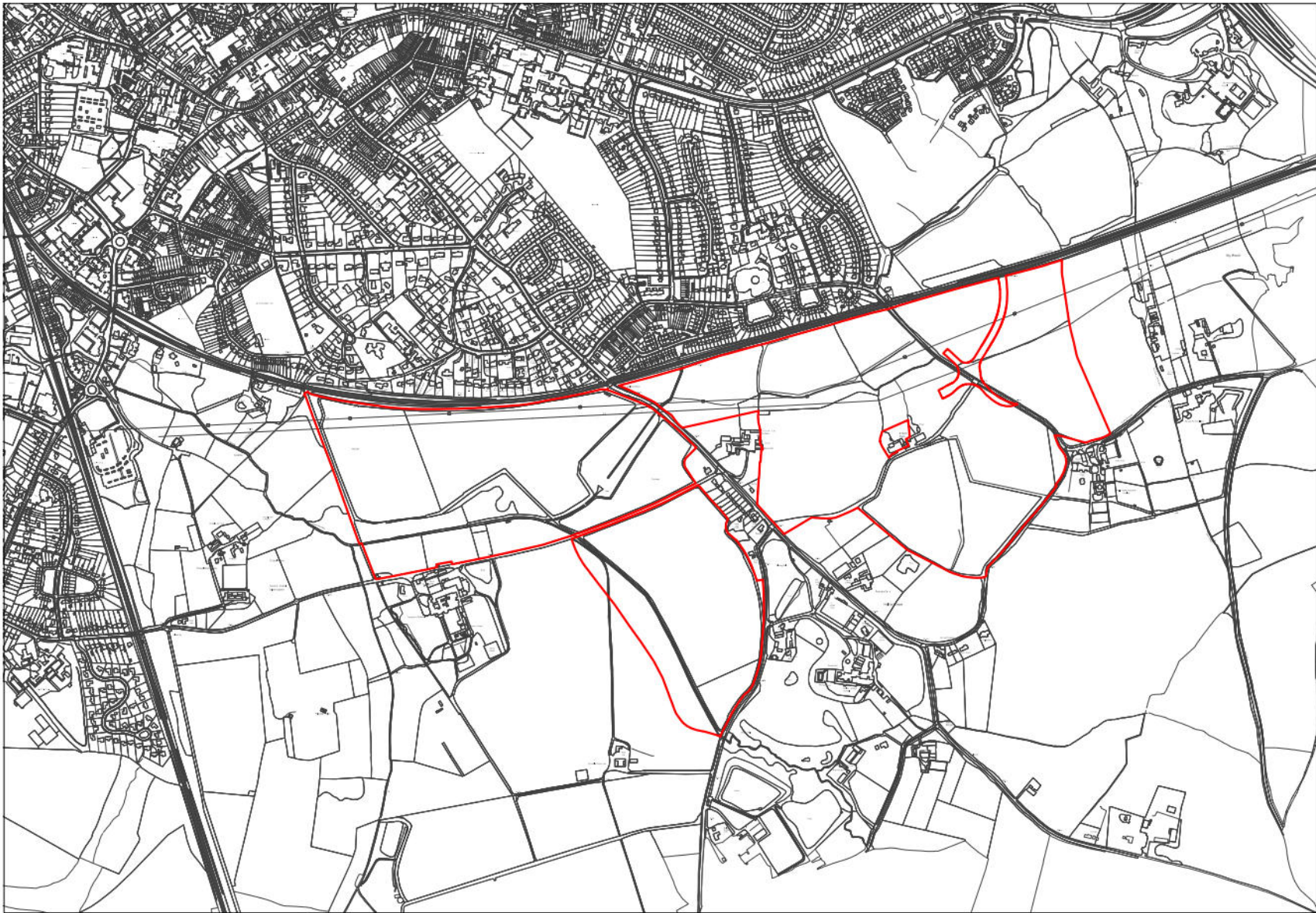
9.4.2 If sent by pre-paid first class post on the second Working Day after posting;

9.4.3 If sent by recorded delivery at the date and time delivery was signed for;

- 9.5 If a notice, demand or other communication is served after 4.00pm on a Working Day or on a day that is not a Working Day it is to be treated as having been served on the next Working Day

Schedule 1

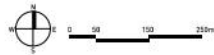
Plan 1



KEY



PHASE 2B BOUNDARY

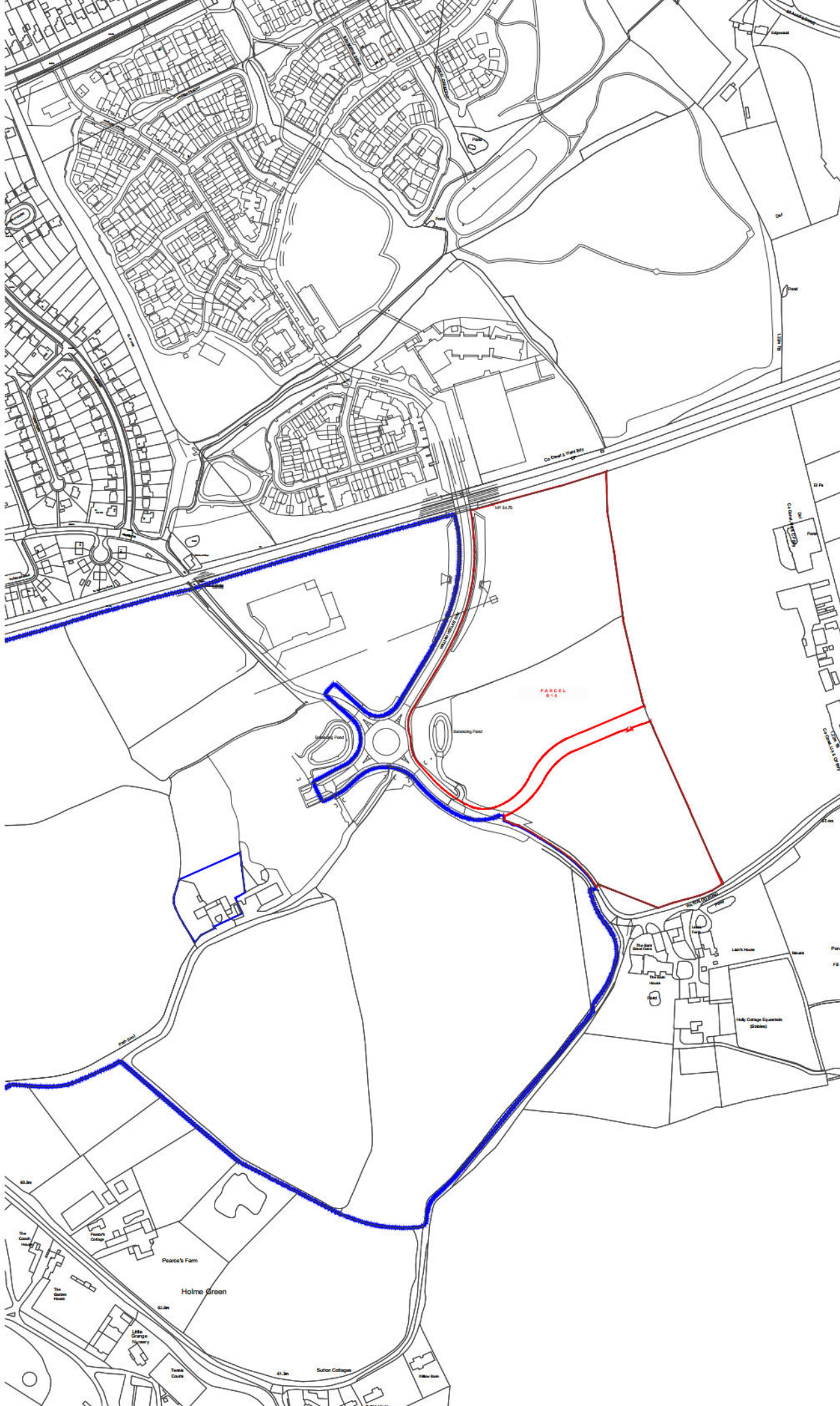


LAND AT SOUTH WOKINGHAM, STRATEGIC DEVELOPMENT AREA - SITE LOCATION PLAN (PHASE 2B)



Schedule 2

Plan 2



In witness to the above the Parties have executed this Deed and the Council has affixed its Common Seal the day and year above written

EXECUTED as a DEED by affixing)
THE COMMON SEAL of)
WOKINGHAM BOROUGH COUNCIL)
In the presence of:)

A

EXECUTED AS A DEED by
MILLER HOMES LIMITED acting by an attorney
Under a Power of Attorney dated 7 January 2026

Signature of Attorney:

in the presence of:

Signature of Witness:...

Name (in BLOCK CAPITALS)

Address:

Occupation:...

