

Dated: _____ 2026 ~~WBC 23.3.26~~

WOKINGHAM BOROUGH COUNCIL

- and -

ANDREW JOHN HART, RICHARD PAUL HART and DAVID TIMOTHY HART

- and -

CROUDACE HOMES LIMITED

**Deed of Agreement to Provide Planning Obligations
pursuant to Section 106 of the Town and Country Planning Act 1990 and
Section 111 Local Government Act 1972
in relation to the proposed development on land at
Land North of School Road, Arborfield Cross**

Planning Reference Number: 250735

Wokingham Borough Council
Shute End
Wokingham
Berkshire
RG40 1BN

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) ANDREW JOHN HART of 3 Darley Park Drive, Derby, DE22 1EN, RICHARD PAUL HART of 8 Queens Lane, Arundel, BN18 9JN and DAVID TIMOTHY HART of 38 Pulross Road, London, SW9 8AF ("the Owners")
- (3) CROUDACE HOMES LIMITED (Company Registration Number 813521) whose registered office is Croudace House, Caterham, Surrey, CR3 6XQ ("the Unilateral Notice 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.
2. The Council is the local highway authority for the area in which the Site is situated.
3. The Owners are the freehold owner of the remaining part of the Site registered at the Land Registry under Title Number BK450289 subject to an option agreement dated 23 February 2024 in favour of the Unilateral Notice Owner.
4. The reference to 'Croudace Homes Limited' in number 3 of the Charges Register under Title Number BK450289 is a typographical error and it is the Unilateral Notice Owner.
5. The Council's Planning Committee resolved to approve the Planning Application 7 July 2025 subject to the Owners entering into this Deed in respect of the Planning Application.
6. The Site lies within 5 kilometres of the Thames Basin Heaths SPA.
7. Each obligation undertaken in this deed by the Owners is a planning obligation for the purposes of Section 106 of the Act.

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
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“Affordable Housing”	housing of different tenures provided with or without subsidy support for purchase and/or rent as defined in the National Planning Policy Framework published by the Ministry of Housing, Communities & Local Government (or equivalent at the time).
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“Affordable Housing Dwellings”	40% of the number of Dwellings for use as Affordable Housing consisting of a mix of Social Rented Housing and Shared Ownership Housing which shall be built in compliance with the Standards (the exact size and mix of which are to be specified herein)
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“Affordable Housing Land”	that part of the Site upon which the Affordable Housing Dwellings are to be constructed
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“Allotments”	allotment gardens as defined by the Small Holdings and Allotments Act 1908, the Allotment Act 1922, the Allotment Act 1925, and the Allotment Act 1950 and any amendments, extensions, or replacement acts which may come into force including means of enclosure, ancillary buildings including access from a highway and parking.
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“Allotments Contribution”	the sum of £686.40 per Dwelling approved pursuant to the Reserved Matter Approval (Index Linked)
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towards the provision of new and/or refurbishment of the existing Allotments within the administrative area of Arborfield and Newland Parish Council.

“Approved”	approval in writing by the Council under hand of the Head of Planning (or equivalent at the time) and “Approval” shall be construed accordingly.
“Approved Registered Provider”	a Registered Provider approved in writing by the Council (such approval will only be given if a Preferred Registered Provider is not able or willing to take on the Affordable Housing Dwellings and evidence of such is provided to the Council)
“Biodiversity Enhancements”	the works approved pursuant the BNG Plan and HMMP in respect of on-site biodiversity
“BNG Completion Certificate”	a certificate or certificates which are issued by the Council when it is reasonably satisfied that (a) the Biodiversity Enhancements has been provided in accordance with the HMMP; and (b) the Compensation Habitat Works have been provided in accordance with the Compensation Habitat Scheme and Practical Completion Certificate and Practical Completion Certificates shall be construed accordingly.
“BNG 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 1990 Act and Condition 34 of the Planning Permission.
“BNG Monitoring Fee”	the sum (Index Linked) to be calculated by the Council using the formula below towards the Council's costs of monitoring compliance with the

BNG Plan and HMMP and the Owner's obligation to submit monitoring reports (both as detailed in the Planning Permission) and the relevant conditions of the Planning Permission:

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

£34 is the hourly rate of an ecologist.

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

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

Therefore, £3060 for up to 1ha + £3060 for each additional hectare pro rata = Biodiversity Monitoring Fee.

"BNG Monitoring Scheme"	a scheme (including but not limited to monitoring reports) for a minimum of 30 years for the ongoing management and monitoring of the habitat enhancements (and which must include provision for the monitoring of all watercourses) and any landscape and ecological management plan to be provided on the Site.
"Bus Service Contribution"	the sum of £1,228.81 (Index Linked) per dwelling towards the Bus Route 3 service (within the administrative Borough of the Council).
"Bus Service Infrastructure Contribution"	the sum of £50,000.00 (Index Linked) towards the improvements and maintenance of 'The Swan' bus

stops on Eversley Road (within the administrative Borough of the Council).

“CIL”

the planning charge known as the community infrastructure levy introduced by the Community Infrastructure Levy Regulations 2010 (as amended)

“Commencement of Development”

the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and no other purpose) operations consisting of marking out, surveying, ground investigations, archaeological investigations, demolition, site clearance, site preparation, investigation for the purposes of assessing contamination, remedial action in respect of contamination, diversion and laying services and the erection of any temporary means of enclosure for the purposes of site security and the temporary display of advertisements and “Commence”, “Commencement” and “Commence the Development” shall be construed accordingly

“Development”

the proposed erection of up to 70 dwellings with associated works, parking, landscaping, publicly accessible open space and access from School Road (all matters reserved except for means of access) as set out in the Planning Application.

“Dwelling”

any dwelling (including a house flat or maisonette with associated garden garage driveway and parking spaces) to be constructed on the Site pursuant to the Planning Permission and Reserved Matters Approval.

“Employment Skills
Contribution”

the sum (Index-Linked) calculated by the Council using the formula set out below towards supporting employment, training, apprenticeship and other appropriate initiatives to support the promotion of employment opportunities in the Borough of Wokingham:

Formula for calculating contribution set out for information:

$$1 \times £3,750 = \text{Employment Skills Contribution}$$

Where 1 is the total number of jobs created and apprenticeship starts identified in the Bands using V being the value of the construction costs of the development to be applied to the Bands below

$$\text{Where } V = C \times D$$

Where C= interior floor space of the Development in square metres using the number and size of Dwellings approved by the Planning Permission and Reserved Matters Approval.

Where D= the costs of construction per square metre as set out by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or its successor (Currently £1,025).

	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”

an employment skills plan for the Site which shall include (but not be limited to):

- (a) a timetable for its implementation and which complies with the Council's Managing Development Delivery Local Plan policy TB12 detailing how the Development accords opportunities for training, apprenticeship or other vocational initiatives to develop local employability skills required by developers, contractors and end users;
- (b) a supporting method statement to accompany the plan; and,
- (c) the provision for community skills support activities and the creation of jobs and apprenticeships calculated

“Estate Roads”

- the highways, carriageways, cycleways, (including segregated cyclepaths), footways (including segregated footpaths) and the associated lighting, —drainage and landscaping (within highway verges) to be constructed on the Site which may remain as

private roads or are to become public pursuant to a Highways Agreement;

“Estate Roads Bond”

- a bond or a guarantee sum sufficient to construct the roads to be adopted in accordance with the Part Three of the Sixth Schedule ;

“Estate Roads Inspection Fee”

a sum calculated on the basis of up to 10% of the sum referred to in the— Estate Roads Bond representing the Council’s reasonable fees for approving the Estate Roads Specification and the carrying out of any inspections and testing of materials used during the construction of the Estate Roads.

“Estate Roads Specification”

the specification and plans of the Estate Roads including (but not limited to):

- the layout and design, construction in accordance with— the Council’s adoptable standard (irrespective of whether the roads are to remain as private roads or are to become public pursuant to a Highways Agreement;-)
- future maintenance arrangements (to ensure their safe use by the public including pedestrians, cyclists and mechanically propelled vehicles); and,
- identification of which parts of the Estate Roads are to remain private roads and which are to become public pursuant to a Highways Agreement.

“Final Certificate”	a certificate to be issued by the Council when the Open Space have been maintained to the reasonable satisfaction of the Council.
“Framework Travel Plan”	means the Framework Travel Plan 2305-083_TP_02 Rev A
“Full Travel Plan”	means the full travel plan to be submitted to the Council 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 annually thereafter and shall include the Full Travel Plan Measures
“Full Travel Plan Measures”	Means the measure to be provided to include but not limited to (i) Plan for delivering information and incentives (ii) Provision of Travel Pack for residents (ahead of 1st occupation) (iii) Monitoring An action timetable (iv) Survey programme (typically annually for 5 yrs) – to include at least two SAM surveys (v) Submission of annual monitoring reports

	(vi) Package of measures to influence travel demand (until targets have been met and/or sustained) (vii) E-bike vouchers for residents (viii) Vouchers/bus taster tickets for residents
Healthcare Contribution"	the sum of £864.00 (Index Linked) per Dwelling approved pursuant to the Reserved Matters Approval towards the provision of healthcare facilities at Swallowfield Medical Practice
"Highways Agreement"	an agreement made under Section 38 (and/or if appropriate Section 278) of the Highways Act 1980 substantially in the form of the Council's usual precedent at the time which including (but not limited to): • an Approved detailed design, methodology and programme for the delivery of the relevant Estate Roads; • the Owners to construct and complete the Estate Roads in strict accordance with the details Approved by the Council under the Estate Roads Specification and this Highways Agreement; • Provision of the Estates Roads Bond; and, • Provision for the dedication and adoption of the relevant part of the Estate Roads • Payment of commuted sums • Payment of Inspection Fees.
"HMMP"	a detailed specification to achieve the Development's biodiversity net gain requirements

pursuant to Schedule 7A of the 1990 Act and Condition 34 of the Planning Permission prepared by a suitably qualified person to be submitted to the Council for Approval in accordance with the terms of the Planning Permission covering a minimum of 30 years from the date of implementation of said plan (including but not limited to monitoring reports).

“Hybrid Travel Plan”

Means the travel plan to be submitted to the Council 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 annually thereafter and shall include the Hybrid Travel Plan Measures

“Hybrid Travel Plan Measures

Means the measures to be provided to include but not limited to : (i) Plan for delivering information and incentives

- (ii) Monitoring An action timetable
- (iii) Survey programme (typically annually for 5 yrs) – to include at least two SAM surveys
- (iv) Submission of annual monitoring reports
- (v) Package of measures to influence travel demand (until targets have been met and/or sustained)
- (vi) E-bike vouchers for residents
- (vii) Vouchers/bus taster tickets for residents

“Implementation”

the carrying out on the Land or any part thereof by any party of any material operation begun in accordance with the provisions of section 56(4) of the Act pursuant to the Planning Permission and “Implement” shall be construed accordingly

“Index”

the national all-in tender price index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or such other reference base used to compile the national all-in tender price index as shall be published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or its successor in function

“Index-Linked”

the sum of money payable to the Council under this Deed shall be varied by movements in the Index between the date of this Deed and the date of actual payment and increased in accordance with the following formula:

Amount Payable = Relevant Amount x (A divided by B)

Where the Relevant Amount = the payment to be Index Linked

A = the figure for the Index which applied when the Index was last published prior to the date the Relevant Amount is actually paid under this Deed

B = the figure for the Index which applied when the Index was last published prior to the date of this Deed

PROVIDED THAT the Index-Linked sum shall never be less than the original sum specified as payable under this Deed

The Index presents forecast figures which are published quarterly. These forecast figures are updated and finalised periodically. If the indexation figure has not been finalised at such time as A is calculated then the forecast figure will be used for the purposes of the calculation

“LEAP”

a local equipped area of play compliant with the Wokingham Borough Council Play Space Design Guide: Technical Note March 2018.

“Management Company”

a limited company registered at Companies House or any such future management company which shall replace it in respect of which all of the owners of the Dwellings comprised in the Development shall be members and of which the principle objects shall include (but not be limited to):

(a) to hold the legal interest in the Estate Roads (or such part as to be maintained and managed by the Management Company under the Sixth Schedule) and Open Space (or such part as to be maintained and managed by the Management Company under the Eighth Schedule) within the Site;

(b) to levy and collect charges including the service charges from persons having a relevant legal interest within the Site in respect of the cleaning, maintenance, winter maintenance and repair of the Estate Road

Estate Roads (or such part as to be maintained and managed by the Management Company under the Sixth Schedule) and Open Space (or such part as to be maintained and managed by the Management Company under the Eighth Schedule) s and arranging all necessary insurances;

(c) to keep in repair and to maintain the Estate Roads (or such part as to be maintained and managed by the Management Company under the Sixth Schedule) and Open Space (or such part as to be maintained and managed by the Management Company under the Eighth Schedule); and,

(d) to manage the Estate Roads (or such part as to be maintained and managed by the Management Company under the Sixth Schedule) and Open Space (or such part as to be maintained and managed by the Management Company under the Eighth Schedule).

“Monitoring Fee”

the sum calculated at a rate £538 (Index Linked) 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 three year period) amounting to £16140

“Monitoring Reports”

the reports to be submitted in respect of the on-site biodiversity net gain at such intervals as approved by the Biodiversity Gain Plan and HMMP.

“Mortgagee in Possession”	the Mortgagee (or any successor of the Mortgagee) where the Mortgagee takes possession of any part of the Site except any of the Affordable Housing Dwellings
“My Journey”	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
“My Journey Contribution”	the sum of £540 (Index Linked) per Dwelling approved pursuant to the Reserved Matters Approval towards the implementation of My Journey.
“Nominated Party”	a body or organisation nominated at the Council’s discretion to take a transfer of the Open Space
“Nominations Agreement”	an agreement substantially in the form of the draft nominations agreement annexed hereto by which the Council may nominate tenants for the Affordable Housing Dwellings.
“Occupation” and “Occupied”	the date of the first occupation of the Dwelling permitted by the Planning Permission and Reserved Matters Approval but shall not include occupation for the purposes of construction fitting-out, decorating, security, marketing or repair and the expressions “Occupied” and “Occupy” shall be construed accordingly.
“Off-Site Sports Contribution”	sum of £3,538 per Dwelling approved pursuant to the Reserved Matter Approval (Index Linked) towards the provision off-site sports facilities at Gray’s Farm within the administrative Borough of the Council.

“Open Market Dwellings”	any Dwellings which are not designated as Affordable Housing Dwellings
“Open Space”	the public open space to be provided and laid out as open space for public use in accordance with the Planning Permission and any Reserved Matters Approval which shall include (but not be limited to) the following open space typologies within an area identified as Open Space within the Parameters Plan 2522477.4 Rev F: • a minimum of 0.19 hectares of parks and gardens • a minimum of 0.17 hectares amenity green space; • a minimum of 0.06 hectares of LEAP; and, • If notice is given under Paragraph 1(b) of the Ninth Schedule a minimum of 0.09 hectares Allotments.
“Open Space Maintenance Contribution”	the sum (Index-Linked) calculated by the Council using the formula set out below towards the maintenance of the Open Space for a period of 20 years: • £53 x metre squared of parks and gardens Open Space; • £10.20 x metre squared of amenity green space Open Space; and, • £168.80 x metre squared of LEAP Open Space.
“Open Space Scheme”	a scheme for the Open Space including (but not limited):

- detailing the location and size of any Open Space within the Site;
- how the Open Space will be laid out and constructed;
- detailing technical specification of any Open Space; and,
- which will detail the maintenance (including landscaping) and management measures of the Open Space.

“Plan”	the plan attached to this Deed at Appendix 1.
“Planning Application”	The outline planning application made under reference 250735 for the Development
“Planning Permission”	the planning permission granted pursuant to the Planning Application permitting the carrying out of the Development and shall include any subsequent permissions granted under Section 73 of the Act
“Preferred Registered Provider”	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

“PROW Contribution”	the sum of £59392 (fifty nine thousand three hundred and ninety two pounds) (Index Linked) towards improvement and maintenance works on Cole Lane (within the administrative Borough of the Council).
“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
“Reserved Matters Application”	an application for reserved matters relating to the Planning Permission
“Reserved Matters Approval”	an approval of the Reserved Matters Application required for the carrying out of the Development of the Land or part thereof in accordance with the Planning Permission
“SAMM Monitoring Contribution”	the sum (Index Linked) to be calculated in accordance with the below formula table towards the Thames Basin Heaths SPA Access Management and Monitoring Project:

	No of bedrooms	SAMM Contribution	Aggregate SAMM Contribution
A	1	£582	<u>Ax£582=V</u>
B	2	£810	<u>Bx£810=W</u>
C	3	£1077	<u>Cx£1077=X</u>
D	4	£1267	<u>Dx£1267=Y</u>
E	5+	£1447	<u>Ex£1447=Z</u>
Total SAMM Contribution = <u>V+W+X+Y+Z</u>			

“SANG Allocation Agreement”	the formal legal agreement between the SANG Land Owner and the Developer or the Owners to secure Sufficient Capacity in the SANG Land
“SANG Allocation Fee”	the allocation fee sum as set out in the SANG Allocation Agreement
“SANG Land”	the off-site Suitable Alternative Natural Greenspace at the Ridge SANG lying just off Hyde End Lane, to the west of Shinfield within the administrative Borough of the Council as shown on the SANG Land Plan.
“SANG Land Owner”	means the owner(s) from time to time of the SANG Land
“SANG Land Plan”	the plan appended to this Deed showing the Ridge Sang edged in blue.
“Shared Ownership Housing”	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
“Site”	the land known as land at Land North of School Road, Arborfield Cross and shown edged red on the Plan
“Social Rented Housing”	housing provided by a Registered Provider at the government’s target social rents
“Standards”	built in accordance with the standards requirements and latest guidance issued by Homes England and/ or the Regulator of Social Housing and to meet the national space standards and conform to building regulation M4(2) (or any other applicable regulation) to ensure the provision of lifetime homes which are adaptable to varying needs
“Sufficient Capacity”	the capacity at the SANG Land required to mitigate the impact of the Development on the Thames Basin Heath Special Protection Area to be calculated as follows: $\text{Number of Dwellings} \times 2.4 / 1000 \text{ person} \times 8 \text{ hectares}$
“Thames Basin Heaths Special Protection Area”	the area designated on 9 March 2005 under the Wild Birds Directive (Council Directive 79/409/EEC on the Conservation of Wild Birds) to protect three species of breeding birds; woodlark, Dartford warbler and nightjar being a fragmented area of European importance in the counties of Surrey, Hampshire and Berkshire

“Thames Basin Heaths SPA Access Management and Monitoring Project”	the project established to deliver measures required to avoid and mitigate against the recreational impacts of housing development on the Thames Basin Heaths Special Protection Area the detail of which is set out in Schedule 3 of the Agreement dated 14th July 2011
“Traffic Regulation Order Contribution”	the sum of £6,418 (Index Linked) towards the costs of making and, if appropriate, confirming traffic regulation orders within the administrative Borough of the Council.
“Transfer”	the transfer of the ownership of any part of the Site and includes appropriation where at the time of any intended transfer to the Council (or to some other party who the Council elects to undertake its function in respect of the land as the case may be) and/or the Management Company the land concerned is vested in the Wokingham Borough Council and/or the Management Company.
“Travel Plan”	Means either the Full Travel Plan or the Hybrid Travel Plan depending on the Owners’ election pursuant to Schedule Four
“Travel Plan Bond”	Means 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 Travel Plan
“Travel Plan Co-ordinator”	Means Travel Plan Co-ordinator ” means a suitably qualified and experienced person appointed by the Owner (or its nominee) and Approved in writing by

the Council, whose responsibilities shall include (but not be limited to):

- (a) preparing, implementing and promoting the Travel Plan;
- (b) acting as the main point of contact with the Council in respect of the Travel Plan;
- (c) organising and overseeing all travel surveys required under the Travel Plan;
- (d) preparing and submitting monitoring reports to the Council in accordance with the Travel Plan;
- (e) implementing and managing the Travel Plan Measures and any additional measures required to achieve the Travel Plan Objectives; and
- (f) liaising with residents, occupiers, the Management Company (if applicable), public transport providers and any other relevant stakeholders for the purpose of encouraging sustainable travel and ensuring compliance with the Travel Plan.

“Travel Plan Monitoring Fee”	the sum of £4500 (Index Linked) towards the monitoring of the Travel Plan
“Travel Plan Objective”	means 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 8% reduction in single occupancy car trips (from the year 1 survey)
“Travel Plan Period”	Means the period of 5 years from first Occupation of the Development

“Working Day” any day (apart from Saturday, Sunday, Christmas Day, Good Friday and any statutory bank holiday and Working Days shall be construed accordingly.

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of the restriction.
- 2.5 Where more than one person is obliged to observe or perform an obligation the obligation can be enforced against all such persons jointly and against each individually unless there is an express provision otherwise.
- 2.6 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.7 References to any party to this Deed shall include the successors in title to that party and to anyone deriving title through or under that party and in the case of the Council the successor to its statutory functions.
- 2.8 The clause headings shall not be taken into account for the purposes of the construction or interpretation of this Deed.
- 2.9 References to this Deed include references to its schedules and the schedules form a part of this Deed.
- 2.10 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2.11 An obligation in this deed on a person not to do something includes an obligation not to agree, permit or allow such thing to be done.

2.12 Any phrase introduced by the words “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

3 LEGAL BASIS

3.1 This Deed is made pursuant to all powers enabling the parties and in particular Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 33 of the Local Government (Miscellaneous Provisions) Act 1982, Section 62 Berkshire Act 1986 and Section 1 Localism Act 2011 and creates planning obligations for the purposes of Section 106 of the Act.

3.2 Subject to 3.3. below 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 its successors in title and assigns and the persons claiming under or through it.

3.3 The obligations contained in the Deed shall not be binding upon nor enforceable against:

3.3.1 except as provided in the First Schedule an Approved Registered Provider and the owners and/or occupiers of individual Affordable Housing Dwellings and those deriving title from them including mortgagees and chargees

3.3.2 the owners tenants and occupiers of individual Open Market Dwellings and those deriving title from them including mortgagees and chargees;

3.3.3 a chargee unless such chargee takes possession of any part of the Land in which case it will be bound as if it were a party deriving title from the Owners;

3.3.4 a statutory undertaker or service provider after the transfer of the statutory apparatus and any land upon or in which the statutory apparatus is situated by the Owners for the purposes for the provision of services; and

3.3.5 in respect of any person whose only interest in the Site or part of it is in the nature of the benefit of an easements or a covenant nor against any highway authority which may be responsible for any public highway maintainable at the public expense.

4 CONDITIONALITY

- 4.1 This Deed is conditional upon the grant of the Planning Permission

5 THE OWNER'S COVENANTS

- 5.1 The Owners covenant with the Council as set out in the First Schedule, the Second Schedule, the Third Schedule, the Fourth Schedule, the Fifth Schedule, the Sixth Schedule, the Seventh Schedule, the Eighth Schedule and the Ninth Schedule.
- 5.2 The Owners covenant with the Council that it will give not less than 7 days prior notice in writing to the Council of:
- 5.2.1 the date of Commencement of Development
- 5.2.2 the date of first Occupation of the Dwellings
- 5.2.3 the date of Occupation of 50 of the Dwellings

6 MISCELLANEOUS

- 6.1 It is hereby agreed and declared that a person who is not a party to this Deed shall not be entitled in his own right to enforce any of the terms of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 6.2 This Deed shall be enforceable as a local land charge and shall be registered as such by the Council and if the Council so requires with the Land Registry.
- 6.3 Where the agreement, approval, consent or expression of satisfaction is to be given by any party or any person on behalf of any party hereto under this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may only be given in writing and may be validly obtained only prior to the act or event to which it applies and the party giving such agreement, approval, consent or expression of satisfaction shall at all times act reasonably.
- 6.4 Where any payment of costs are to be made by the Owners to the Council such costs shall be deemed to be reasonable and proper.

- 6.5 Any notices shall be deemed to have been properly served if sent by recorded delivery:
- (a) In the case of the Council marked for the Head of Planning (or equivalent at the time).
 - (b) In the case of any other party to the address set out at the beginning of this Deed or where a company their registered address (and where such party is a company addressed to the Company Secretary).
- 6.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 6.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 6.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 6.9 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 6.10 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of its functions in any capacity (including in particular its capacities as highway authority and local planning authority) and the rights, powers, duties and obligations of the Council under private, public or subordinate legislation may be effectively exercised as if it were not a party to this Deed.
- 6.11 No compensation shall be payable by the Council as a result of the obligations contained in this Deed.
- 6.12 Nothing in this Deed constitutes a planning permission or an obligation to grant planning permission and nothing in this Deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory functions.

7 UNILATERAL NOTICE OWNER'S CONSENT

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

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 agree with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan PROVIDED THAT it is agreed that the requirement for the Owners to give the Council immediate written notice of any change in ownership of any of its interests in the Site will not apply in respect of individual Dwellings.

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.

11. INDEXATION

11.1 It is hereby agreed that all financial payments to the Council under this Deed shall be Index Linked.

11.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owners in writing.

12. OWNERSHIP

12.1 The Owners warrant that no person other than the Owners and Unilateral Notice Owner has any legal or equitable interest in the Site.

13 VAT

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

14 JURISDICTION

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

15 DELIVERY

15.1 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

FIRST SCHEDULE AFFORDABLE HOUSING

Owner's Covenants

PART 1

Provision of Affordable Housing

The Owners covenant with the Council as follows:

1. That 40% of the Dwellings (rounded up to the nearest whole Dwelling) which are constructed on the Site shall be provided as Affordable Housing of which 70% shall be Social Rented Units and the remaining 30% shall be Shared Ownership Housing

2. The Development shall contain 40% Affordable Housing Dwellings of the total number of Dwellings within the Site which shall comprise of a mix as follows (unless otherwise Approved by the Council in writing):
 - (a) 20% x one bedroom flats
 - (b) 45% x two bedroom houses
 - (c) 20% x three bedroom houses
 - (d) 15% x 4 bedroom houses.
3. To submit the location of the Affordable Housing Land and Affordable Housing Dwellings to the Council prior to or concurrently with the first Reserved Matters Application
4. Not to Commence Development or otherwise permit or allow Commencement until the Owners have submitted and the Council has Approved:
 - (a) The location of the Affordable Housing Land and Affordable Housing Dwellings;
 - (b) the name of the chosen Preferred Registered Provider or Approved Registered Provider
5. 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.
6. Not to allow more than 75% of the Open Market Units to be Occupied until all the Affordable Housing Dwellings have been constructed in accordance with the Planning Permission and Reserved Matters Approval, made available for occupation and transferred (which shall be by way of freehold or in the case of a flat a minimum 125 year lease has been transferred/granted) to a Registered Provider on the terms set out in Part 2 of this First Schedule.

PART 2

Terms of Offer

1. The Affordable Housing Dwellings shall be transferred:
 - 1.1 With vacant possession;
 - 1.2 Subject to any easements, wayleaves and rights over on and under and any other matters to which the Owners title is subject in relation to the Affordable Housing Dwellings as may exist at the date of the offer;

- 1.3 Free from any charge or other encumbrances which would prevent the same from being used for the development and the subsequent use of them as Affordable Housing;
- 1.4 With full title guarantee;
- 1.5 Cleared of debris and building materials; and,
- 1.6 With all necessary rights of access and services.

Price

- 2 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

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

Rights

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

Exchange of Contracts

5. 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 90 days following such written acceptance or if later from the date of the Planning Permission (or such longer period as may be required by the Preferred Registered Provider or the Approved Registered Provider but in any event not exceeding 120 days).

Occupation of the Affordable Housing Dwellings

6. The Affordable Housing Dwellings shall not be used for any purpose other than as Affordable Housing and within (eight) 8 weeks of the transfer of the Affordable Housing Dwellings to the Preferred Registered Provider or the Approved Registered Provider the Owners shall procure the execution by the Preferred Registered Provider or the

Approved Registered Provider of the Nominations Agreement and deliver the same to the Council.

Affordable Housing Mortgagee Sale Provision

7. The Affordable Housing provisions in this Deed shall not be binding on a mortgagee or chargee (or any receiver including an administrative receiver or administrator) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security (each a Receiver) of the whole or any part of the Affordable Housing Dwellings or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

- 7.1. 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 (3) months from the date of the written notice to complete a disposal of the Affordable Housing Dwellings to another Preferred Registered Provider or to an Approved Registered Provider for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and,
- 7.2 If such disposal has not completed within the three (3) month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Dwellings free from the Affordable Housing provisions in this Deed which provisions shall determine absolutely.

SECOND SCHEDULE
CONTRIBUTIONS & MANAGEMENT COMPANY

The Owners covenant with the Council:

1. Prior to Commencement of the Development to pay the following to the Council and not to Commence the Development until the following has been paid to the Council:
 - (a) Healthcare Contribution;
 - (b) PROW Contribution;
 - (c) Bus Service Infrastructure Contribution;
 - (d) SAMM Monitoring Contribution;
 - (e) Traffic Regulation Order Contribution; and,

(f) Monitoring Fee

2. Prior to Occupation of the Development to pay the following to the Council and not to Occupy the Development until the following has been paid to the Council:

(a) Bus Service Contribution;

(b) Off-Site Sports Contribution;

3. Prior to Commencement of the Development and not to Commence the Development until the Owners have submitted and the Council has Approved the details of the Management Company.

THIRD SCHEDULE

EMPLOYMENT SKILLS CONTRIBUTION OR EMPLOYMENT SKILLS PLAN

The Owners covenant with the Council:

1. Not to Commence Development until the Owners have either:
 - (a) paid to the Council the Employment Skills Contribution; or,
 - (b) submitted to the Council, and the Council has Approved an Employment Skills Plan.

2. If the Owners elect to submit an Employment Skills Plan in accordance with paragraph 1(b) of this Second Schedule then:
 - 2.1. Within 14 days (or any other period as Approved in writing) of receipt of Approval of the Employment Skills Plan by the Council the Owners shall discharge in full the requirements within the approved Employment Skills Plan to the reasonable satisfaction of the Council; and
 - 2.2. Within seven (7) days of written request from the Council the Owners shall provide a progress report to determine whether satisfactory progress is being made in meeting the key performance indicators in the Approved Employment Skills Plan towards the deadlines set out in the Approved Employment Skills Plan
 - 2.3 If the Council considers that progress is unsatisfactory the Council shall by written notice require that the approved Employment Skills Plan is satisfactorily completed within twenty eight (28) days of the date of the notice if at the end of that twenty eight (28) day period insufficient progress has been made the Owners will be required to pay the Employment Skills Contribution or a proportion thereof as Approved within seven (7) days of a further written notice from the Council demanding payment.

FOURTH SCHEDULE

MY JOURNEY CONTRIBUTIONS/TRAVEL PLAN

The Owners covenant with the Council to elect in writing prior to the first Reserved Matters Application as to whether they shall pay the My Journey Contribution and provide the Hybrid Travel Plan OR to provide the Full Travel Plan and covenant with the Council as follows in Part One (but only where they have elected to pay the My Journey Contribution) AND regardless of any election in Part One the Owners covenant with the Council as follows in Part Two of this Schedule:

PART ONE MY JOURNEY CONTRIBUTIONS

1. Prior to Occupation of the first Dwelling to pay to the Council 100% of the My Journey Contribution relative to the number of Dwellings approved pursuant to the Planning Permission
2. Not to occupy nor permit Occupation of any Dwelling within the Development until the My Journey Contribution relative to the number of Dwellings has been paid to and received by the Council

PART TWO

- 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 Travel Plan for the Council's written approval. The Travel Plan will include the recommendations of the Council's Framework Travel Plan assessment and not to Commence Development unless it has submitted the 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 on the Travel Plan Co-Ordinator as set out in this Schedule.
- 1.4 That the Travel Plan Co-ordinator shall undertake or commission the initial travel survey upon fifty per cent (50%) Occupation of the Development or six (6) months after first Occupation, whichever occurs soonest. A survey will then be undertaken annually for a period of five (5) years from the date of the initial survey.
- 1.5 That the Travel Plan Co-ordinator will report the survey results to the Council within three (3) months of each travel survey in the form of a monitoring report.
- 1.6 That the Travel Plan Co-ordinator shall implement the measures/initiatives and use reasonable endeavours to achieve the Travel Plan Objective within five (5) years of the first survey (which first survey shall be no later than either at fifty per cent (50%) of

Occupation, or six (6) months after first Occupation whichever occurs soonest in accordance with paragraph 1.4 above).

1.7 That the Travel Plan Co-ordinator will be responsible for handing over the responsibility of the Travel Plan to the residents' association or equivalent at the end of five (5) years

1.89 That a as package of measures/initiatives will be made available to all residents and, where practical, visitors of and to the Development such measure/initiatives to be the Full Travel Plan Measures or the Hybrid Travel Plan Measures as the case may be. In the event the Travel Plan Objective is not being met, then additional measures or initiatives will be introduced individually or collectively so that the Travel Plan Objective is achieved and/or maintained:

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

1.101 If at any time during the Travel Plan Period any of the requirements of the Travel Plan are not complied with, in any material respect, the Council shall notify the Owner of that failure and allow the Owner a reasonable time period in all the circumstances to remedy the failure. If the Owner does not remedy the failure within the reasonable time period, the Council may:

(a) 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 Travel Plan; and

(b) implement such alternative measures which the Council reasonably determines to achieve the aims of the Travel Plan.

1.112 The Council shall be entitled to the reasonable cost of any works carried out or steps taken by drawing on the Travel Plan Bond and at the end 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 Owner .

**FIFTH SCHEDULE
BIODIVERSITY NET GAIN**

The Owners covenant with the Council:

1. Not to Commence Development until the Owners have:
 - (a) submitted to the Council, and the Council has Approved the HMMP and BNG Monitoring Scheme; and,
 - (b) paid the BNG Monitoring Contribution to the Council.

2. The Owners shall implement the BNG Monitoring Scheme and HMMP in strict accordance with said BNG Monitoring Scheme and HMMP.
3. To provide access upon reasonable written request to the Council's authorised officers for the purpose of monitoring and inspection of the HMMP and BNG Monitoring Scheme.
4. To submit the Monitoring Reports for the Biodiversity Enhancements by 15 October in years 1, 2, 5, 10, 15, 20, 25, 30 from the issue of the BNG Completion Certificate and in accordance with the BNG Plan and HMMP.
5. Following completion of the Biodiversity Enhancements to apply to the Council in writing requesting issue of the BNG Completion Certificate in respect of the Biodiversity Enhancements.
6. Within 10 Working Days of the written request (or such other period agreed in writing between the parties) referred to in Paragraph 5 of this Fifth 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 BNG Plan to the Council's reasonable satisfaction the Council shall issue the BNG Completion Certificate within 10 Working Days of carrying out the inspection.
7. 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 BNG 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 BNG Plan and the procedures referred to in Paragraphs 5 - 7 of this Fifth Schedule shall be repeated as often as necessary until the Practical Completion Certificate is issued
8. Where monitoring identifies that there is a shortfall in delivery and the on-site habitat is not achieving the habitat type or condition identified in the BNG Plan and/or HMMP to adapt and amend the HMMP and/or BNG Plan as required by the Council in writing in order to ensure that the Biodiversity Enhancements continue to be achieved for a minimum of 30 (thirty) years from the date of implementation of the HMMP and BNG Plan.

SIXTH SCHEDULE
ESTATE ROADS

The Owners covenant with the Council:

PART ONE

1. To submit the Estate Roads Specification to the Council prior to or concurrently with the first Reserved Matters Application.

2. Not to Commence the Development until the Owners have:

(a) Submitted and the Council has Approved the Estate Roads Specification;

PART TWO

IN RESPECT OF ANY OF THE ESTATE ROADS WHICH ARE NOT TO BE ADOPTED BY THE COUNCIL:

1 Not Commence Development unless -it has paid the Estate Roads Inspection Fee to the Council

2.the Owners shall not transfer title to the Estate Roads to a properly constituted Management Company until the Estate Roads are completed in accordance with the Estate Roads Specification and such Estate Roads will be maintained by the Owner to a standard to ensure their safe use by the public including pedestrians, cyclists and mechanically propelled vehicles until transferred to a Management Company and that the Owners shall 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 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 Estate Roads by the public.

PART THREE

IN RELATION TO ROADS WHICH ARE TO BE ADOPTED

1 Not to Commence Development unless it has

(a)Entered into a Highways Agreement with the Council and where the Highways Agreement does not contain a bond provided the Estate Roads Bond and paid the Estate Roads Inspection Fee for those parts of the Estate Roads to be adopted as publicly maintainable highway as set out in the Estate Roads Specification and,

- (b) Obtained all necessary consents from the Council as Local Highways Authority for all works for and associated with the Estate Roads to be adopted as publicly maintainable.

23. Not to Occupy any Dwelling until such Estate Roads or the relative part of the Estate Road that is proposed to provide the occupier with both pedestrian and vehicular access to that Dwelling to be adopted as publicly maintainable are completed up to binder course level in strict accordance with the Estate Roads Specification and any Highways Agreement.

34. To maintain and manage the Estate Roads to a standard to ensure their safe use by the public including pedestrians, cyclists and mechanically propelled vehicles until the Estates Roads to be adopted as publicly maintainable highway as set out in the Estate Roads Specification have been dedicated as such in accordance with the relevant Highways Agreement

**SEVENTH SCHEDULE
SANG ALLOCATION AGREEMENT**

The Owners covenant with the Council:

1. Not to Implement the Development until the Owners have:
 - (a) have entered into a SANG Allocation Agreement for the purchase of Sufficient Capacity in the SANG Land so as to mitigate the impact of the Development on the Thames Basin Heaths Special Protection Area;
 - (b) they have paid the SANG Allocation Fee; and

- (c) have produced to the Council a copy of the said SANG Allocation Agreement together with evidence of payment of the SANG Allocation Fee and the Council has Approved the SANG Allocation Agreement as being sufficient to mitigate the impact of the Development on the Thames Basin Heaths Special Protection Area.

EIGHTH SCHEDULE PUBLIC OPEN SPACE

The Owners covenant with the Council as follows:

1. To submit the Open Space Scheme to the Council prior to or concurrently with the first Reserved Matters Application.
2. Not to Commence the Development until the Owners have Submitted and the Council has Approved the Open Space Scheme.
3. To provide the Open Space in strict accordance with the Approved Open Space Scheme and Reserved Matters Approval -and not to erect any Dwellings on the Open Space nor to use the Open Space other than for open space and outdoor recreation.

4. Not to Occupy more than 50% of the Dwellings until the Owners have completed the Open Space in strict accordance with the Open Space Scheme and the Reserved Matters Approval and the completed Open Space has been Approved by the Council.
5. On Approval of the completion of construction of the Open Space it shall be maintained by the Owners in strict accordance with the Approved Open Space Scheme for a period of 12 months during which time any defects should be made good within that 12-month period.
6. At the expiration of the period referred to in Paragraph 5 of this Eighth Schedule which shall be the later of 12 months or any further period required to make good any defects in accordance Paragraph 5 of this Eighth Schedule the Owners shall serve notice on the Council inviting it to inspect the Open Space and issue the Final Certificate.
7. On receipt of the written request referred to in Paragraph 6 of this Eighth Schedule the Council may carry out an inspection of the Open Space and if after inspection of the Open Space the Council considers that the Open Space has been satisfactorily maintained for the period referred to in Paragraph 5 of this Eighth Schedule the Council shall issue the Final Certificate within 10 Working Days of carrying out the inspection.
8. If after inspection of the Open Space by the Council it considers that the Open Space has not been satisfactorily maintained for the period referred to in Paragraph 5 of this Eighth Schedule in accordance with the Open Space Scheme 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 Open Space up to the standard required by the Open Space Scheme and the procedures referred to in Paragraphs 7 and 8 of this Eighth Schedule shall be repeated as often as necessary until the Final Certificate is issued.
9. If the Council chooses not to inspect the Open Space within 4 weeks of the Owners written request referred to in Paragraph 6 of this Eighth Schedule then the Open Space shall be treated as though a Final Certificate has been issued by the Council.
10. Following the issue of the Final Certificate by the Council the Owners shall make an irrevocable offer to Transfer the Open Space to the Council (or a Nominated Party) 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.

11. The offer under Paragraph 10 of this Eighth Schedule shall be capable of acceptance by the Council (or a Nominated Party) for 4 weeks following the date of service of the offer under Paragraph 10 of this Eighth Schedule.
12. If the Council (or a Nominated Party) accepts the offer under Paragraph 10 of this Eighth Schedule then on completion of the Transfer of the Open Space to the Council (or a Nominated Party) the Owners shall pay the Open Space Maintenance Contribution to the Council (or a Nominated Party) .
13. In the event the Council does not accept the offer in accordance with Paragraph 10 of this Eighth Schedule then (and only then) the:

13.1 Owners shall as soon as practicably possible Transfer the Open Space to the Management Company 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 save for rights granted to residents, occupiers and the Management Company to facilitate good estate management of the Development and/or any rights for access or services for the benefit of owners of adjoining land for the purposes of future development of such adjoining land .
- (d) pursuant to the approved Open Space Scheme for the long term management of the Open Space with a covenant that:
 - (i) members of the public shall continue to have perpetual permissive rights of access and use over the Open Space;
 - (ii) the Open Space shall not be used otherwise than as an area of Open Space and for outdoor recreation subject to the rights of the Owners referred to in Paragraph 13.1.(c); and
 - (iii) the Management Company shall maintain the Open Space on the Development in accordance with the approved Open Space Scheme;

13.2 Once Transferred to the Management Company it shall maintain and managed the Open Space in accordance with the Open Space Scheme in perpetuity.

- 13.3 Until the Open Space is Transferred to the Management Company the Owners shall main and manage the Space in accordance with the Open Space Scheme.
- 13.4 where the Owners are to transfer the Open Space to the Management Company, the Owners must agree with the Council the details of the Management Company, including provisions for costs/maintenance costs before the transfer is completed

NINTH SCHEDULE

ALLOTMENTS

The Owners covenant with the Council as follows:

1. Not to Commence Development until the Owners have either:
 - (a) given written notice to the Council that Allotments of at least the minimum area required (by calculating at Reserved Matters Application stage the area of Allotments the Development should be providing by reference to the following formula “Number of dwellings x 2.4 occupancy / 1,000 x 0.52ha” pursuant to the Council’s Open Space Strategy) are to be provided on the Site as part of the Development, at which point the Allotments shall form part of the Open Space and a specification shall be submitted for the Allotments as part of the Open Space Scheme and the provisions of the Eighth Schedule shall apply to the Allotments or
 - (b) in the event that the Owners are not able to provide on the Site the minimum area of Allotments required (by calculating at Reserved Matters Application stage the area of Allotments the Development should be providing by reference to the following formula “Number of dwellings x 2.4 occupancy / 1,000 x 0.52ha” pursuant to the Council’s Open Space Strategy) paid to the Council the Allotment Contribution;

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 ANDREW JOHN HART)

In the presence of:-)

Witness Signature:
Witness Name and Address:

Witness Occupation

SIGNED AS A DEED)
by the said RICHARD PAUL HART)
In the presence of:-)

Witness Signature:
Witness Name and Address:

Witness Occupation

SIGNED AS A DEED)
by the said DAVID TIMOTHY HART)
In the presence of:-)

Witness Signature:
Witness Name and Address:

Witness Occupation

SIGNED AS A DEED)
BY CROUDACE HOMES LIMITED
acting by
two Directors _____)

Director

Director