



**WOKINGHAM
BOROUGH COUNCIL**

DATED _____ 2026

ELSTREE LAND LIMITED (1)

and

IAN KENNETH ALEXANDER JACKSON (2)

and

WOKINGHAM BOROUGH COUNCIL (3)

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 of land at Old Forest Road
Wokingham**

Planning Reference Number
251421

Legal Ref: **34000008/012**

Legal Services
Wokingham Borough Council
Council Offices
Shute End
Wokingham
Berkshire
RG40 1BN

THIS DEED OF AGREEMENT is made the day of Two Thousand and Twenty-Six

BETWEEN:-

1. **ELSTREE LAND LIMITED** (Company registration number 11567343) of 7 Grena Gardens, Richmond, Surrey TW9 1XP (the “**Owner**”)
2. **IAN KENNETH ALEXANDER JACKSON** of Beehive Cottage, Bull Lane, Riseley, Reading RG7 1SE (the “**Mortgagee**”)
3. **WOKINGHAM BOROUGH COUNCIL** of Council Offices, Shute End, Wokingham RG40 1BN in its capacity as the local planning authority and in its capacity as the freehold owner of the land registered at the Land Registry with title number BK497774 (the “**Council**”)

RECITALS

- A. 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.
- B. The Council is the local highway authority for the area in which the Site is situated.
- C. The Owner is the freehold owner of the Site registered at HM Land Registry with title absolute subject to a legal charge dated 9 May 2025 in favour of the Mortgagee.
- D. The Council is the freehold owner of land registered at HM Land Registry with title absolute number BK497774 over which the Hoggan Footpath will be constructed and maintained and where applicable enters into this Deed in its capacity as such.
- E. The Planning Application has been made to the Council for planning permission for the Development on the Site.
- F. The parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.

1. DEFINITIONS AND INTERPRETATION

- 1.1 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
“Approved Provider”	Registered	shall mean 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)
“Commencement of Development”		the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and no other purpose) operations consisting of marking out, surveying, ground investigations, archaeological investigations, demolition, site clearance, site preparation, investigation for the purposes of assessing contamination, remedial action in respect of contamination, diversion and laying services and the erection of any temporary means of enclosure for the purposes of site security and the temporary display of advertisements and “Commence”, “Commencement” and “Commence Development” shall be construed accordingly
“Development”		the erection of 53 no. dwellings with associated landscaping, parking, drainage, open space and other associated works as more particularly 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 “Dwellings” 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”

means that the sum of money payable to the Council under this Deed shall be varied by movements in the Index between the date of this Deed and the date of actual payment 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

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

“Management Company”

means a limited company registered at Companies House or any such future management company which shall replace it in respect of which the Owner shall be and then all of the owners of the Dwellings comprised in the Development shall eventually be members and shareholders and of which the principal objects shall include as applicable in accordance with the terms of this Deed:

- a. to hold the legal interest in the Estate Roads and the Open Space (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 Estate Roads and the Open Space, and arranging all necessary insurances, and

to keep in good maintenance and repair the Estate Roads and the Open Space (as may be applicable) constructed by the Owner

“Monitoring Fee”

means a sum to be calculated by the Council based on a rate of **£565** 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) and indicatively **£7,345**

“Occupation” and “Occupied”	means personal residential occupation of a Dwelling by an individual or individuals in right of an interest in the Dwelling purchased or rented by that individual or individuals and ‘Occupy’ shall be construed accordingly.
“Parties”	means the Owner and the Council (and their successors in title and in the case of the Council, its statutory functions) and where necessary or the context permits “Party” shall be construed as meaning one of the Parties
“Plan”	the plan titled “Location Plan” annexed hereto at Annex 1
“Planning Application”	the planning application made under Council reference 251421 for the Development
“Planning Permission”	the planning permission granted pursuant to the Planning Application and shall include any subsequent permissions granted by the Council under Section 73 (or Section 73B when in force) of the Act permitting the carrying out of the Development
“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
ix	Legal & General
x	HSPG
xi	Stonewater

“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

“Protected Tenant” means in respect of an Affordable Housing Dwelling a person who:

- i. has exercised the right to acquire 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
- ii. 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
- iii. has been granted a lease of a unit of Shared Ownership Housing by a Registered Provider and has subsequently purchased from the Preferred Registered Provider or

Approved Registered Provider 100% of
the equity and owns the entire unit of
Shared Ownership Housing

“Site” the land known as land on the north west side
of Old Forest Road Wokingham registered at
HM Land Registry with title numbers
BK207659, BK184284, BK345836 and
BK523825 and shown for identification
purposes only edged red on the Plan

“Working Days” means any day other than a Saturday, Sunday
or public holiday in England

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 interchangeably 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 Where the context so admits, words defined in the individual schedules to this Deed apply to the rest 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 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 Owner, as owner of the Site, and its successors in title and assigns and the persons claiming under or through it.
- 3.2 The obligations imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner and its successors in title and assigns and the persons claiming under or through it.

4. CONDITIONALITY

- 4.1 With the exception of this clause and clauses 7.1 and 15 which shall come into effect on the date hereof, this Deed is conditional upon the grant of the Planning Permission and the Commencement of the Development.

5. THE OWNER'S COVENANTS

- 5.1 The Owner covenants with the Council to observe and perform the covenants, restrictions and obligations expressed to be given by the Owner as set out in the schedules to this Deed.

5.2 The Owner covenants with the Council that it will give not less than seven (7) days prior notice in writing to the Council of:

5.2.1 the date of Commencement of Development

5.2.2 the date of first Occupation of the Dwellings

5.2.3 the date of first Occupation of 50% of the Dwellings

5.2.4 the date of first Occupation of 60% of the Dwellings

5.2.5 the date of first Occupation of 75% of the Dwellings

6. THE COUNCIL'S COVENANTS

The Council covenants with the Owner to observe and perform the covenants, restrictions and obligations expressed to be given by the Council as set out in the schedules to this Deed.

7. MISCELLANEOUS

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

7.2 The Owner shall pay to the Council on or before Commencement of Development the Monitoring Fee and the Owner shall not Commence Development until the Monitoring Fee has been paid to and received by the Council.

7.3 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.

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

7.5 Where the agreement, approval, consent or expression of satisfaction is to be given by any party or any person on behalf of any party hereto under this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may only be given in writing and may be validly obtained only prior to the act or event to which it applies and the party giving such agreement, approval, consent or expression of satisfaction shall at all times act reasonably.

- 7.6 Where any payment of costs or other payments are to be made by the Owner to the Council such costs and other payments shall be deemed to be reasonable and proper.
- 7.7 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.
- 7.8 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.9 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.10 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 or the part to which the breach relates but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.11 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.
- 7.12 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.
- 7.13 The obligations contained in this Deed shall not be binding upon nor enforceable against:
- (a) any statutory undertaker or other person acting under statutory authority who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services;
 - (b) an individual owner, occupier or tenant of an Affordable Housing Dwelling in their capacity as such EXCEPT for the obligations regulating the use of the

Affordable Housing Dwellings as contained in Schedule 1 and the obligations in Schedule 8 of this Deed which shall remain binding SAVE THAT the said obligations regulating the use of the Affordable Housing Dwellings shall not be binding on Protected Tenant(s) or any successor in title to such Protected Tenant(s) and their mortgagees and their successors in title.

- (c) an individual owner/occupier of an Open Market Dwelling in their capacity as such, save for the obligations in Schedule 8 which shall remain binding upon and enforceable against individual owners/occupiers
- (d) a Preferred Registered Provider or Approved Registered Provider who acquires the Affordable Housing Dwellings save for the obligations in Schedule 1 and Schedule 8 which shall remain binding upon and enforceable against such Preferred Registered Provider or Approved Registered Provider

8. WAIVER

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

The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan save that this clause 9 shall not apply to the disposal of any Open Market Dwellings to individual owner/occupiers

10. DISPUTE RESOLUTION

- 10.1 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 (which the Parties cannot resolve among themselves) such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) 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 and such person shall act as an expert whose decision shall be final and binding on the Parties in the absence of manifest error and any 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.

- 10.2 The Owner shall not be entitled to refer for expert determination pursuant to clause 10.1 any matter that relates to the quantum of any contribution that they are required to make pursuant to this Deed.
- 10.3 In the absence of agreement as to the appropriateness/identity of the professional body pursuant to clause 10.1 then such question may be referred by either party to the President for the time being of the Law Society for him to appoint a solicitor to determine the appropriateness/identity of the professional body such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 10.4 Any expert howsoever appointed shall be subject to the express requirement that 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 twenty-eight (28) Working Days after the conclusion of any hearing that takes place or twenty-eight (28) Working Days after he has received any file or written representation from all parties to the dispute.
- 10.5 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten (10) Working Days of notification of his appointment written submissions and supporting material and the other party will

be entitled to make a counter written submission within a further ten (10) Working Days.

10.6 The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

10.7 No dispute difference or question may be referred to an expert unless the dispute difference or question has first been addressed in a notice from one party to the other party and the Parties shall have met in good faith to resolve the dispute or difference amicably but have failed to do so.

11. INTEREST

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.

12. VAT

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

13. JURISDICTION

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

14. CHARGEES CONSENT

14.1 This Deed shall not be enforceable against any mortgagee or chargee from time to time unless and until it takes possession of the Land or any part of it in which case that mortgagee or chargee will be bound by the obligations herein as if it were a person deriving title from the Owner.

- 14.2 The Mortgagee (or any future mortgagee whose interest in the Site is bound by the terms of this Agreement) shall not be personally liable for any breach of the obligations in this deed unless committed or continuing at a time when the Mortgagee is in possession of all or any part of the Site

15. DELIVERY

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.

SCHEDULE 1 - AFFORDABLE HOUSING

Owner's Covenants

i. Definitions

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 resolve 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 Dwellings"	shall mean 40% of the number of Dwellings for use as Affordable Housing consisting of a mix of Affordable Rented Housing and Shared Ownership Housing which shall be built in compliance with the exact size, locations and mix approved within the Affordable Housing Plan, and "Affordable Housing Dwelling(s)" shall be construed accordingly
"Affordable Housing Land"	that part of the Site upon which the Affordable Housing Dwellings are to be constructed the exact position of which is outlined within the Affordable Housing Plan
"Affordable Housing Plan"	means the plan referenced "Tenure Layout 092404-ELS-04 Rev E" as approved within condition 2 of the Planning Permission or such other plan approved in writing by the Council
"Affordable Rented Housing"	shall mean housing provided by a Registered Provider at 80% of market standard for rental purposes PROVIDED THAT the rents may be increased annually by CPI plus 1% during the tenancy in accordance with arrangements made for such rent increases established by Homes England and the Regulator of Social Housing.

“Nominations Agreement”	an agreement substantially in the form of the draft nominations agreement annexed hereto at Annex 2 by which the Council may nominate tenants for the Affordable Housing Dwellings
“Open Market Dwelling”	shall mean any Dwellings which are not designated as Affordable Housing Dwellings (and “Open Market Dwellings” shall be construed accordingly)
“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 at least 10% (with an option of purchasing a greater share either initially or subsequently should the occupier so wish) and pays a maximum rent of 2.75% per annum on the value of the unsold equity PROVIDED THAT the rents may be increased annually by CPI plus 1% during the tenancy in accordance with arrangements made for such rent increases established by Homes England and the Regulator of Social Housing
“Standards”	means 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, where identified in accordance with condition 11 of the Planning Permission (Accessibility), to conform to building regulation M4(2) (or any other applicable regulation) to ensure the provision of lifetime homes which are adaptable to varying needs

PART 1

Provision of Affordable Housing

The Owner covenants with the Council as follows:

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 and in the location shown on the Affordable Housing Plan.

2. That the Development shall contain 40% Affordable Housing Dwellings (of the total number of Dwellings within the Site) which shall comprise a mix as shown on the Affordable Housing Plan unless otherwise agreed by the Council in writing.
3. **Restriction on Use**
 - 3.1 That the Affordable Housing Dwellings provided on the Site shall be owned and managed by a Preferred Registered Provider or an Approved Registered Provider as may be the case and subject to paragraph 3.4 of this part shall be retained for use as Affordable Housing in perpetuity.
 - 3.2 To procure that the title in respect of each Affordable Housing Dwelling is subject to covenants:
 - 3.2.1 restricting the use of that Affordable Housing Dwelling to either Affordable Rented Housing or Shared Ownership Housing (as appropriate), and
 - 3.2.2 requiring that on each occasion that such Affordable Housing Dwelling is let or sold in accordance with the Nominations Agreement the relevant provisions of this paragraph 3 are observed and performed.
 - 3.3 Subject to the terms of this Deed and the Nominations Agreement:
 - 3.3.1 no Affordable Rented Housing shall be Occupied other than as Affordable Rented Housing; and
 - 3.3.2 no Shared Ownership Housing Dwelling shall be Occupied other than as Shared Ownership Housing.
 - 3.4 The restrictions on use in this part shall not bind:
 - 3.4.1 a mortgagee provided that such mortgagee who exercises any power of sale or leasing shall first have satisfied the mortgagee sale provisions set out in Part 2 of this Schedule, or
 - 3.4.2 any Protected Tenant (or their mortgagee) of an Affordable Housing Dwelling.

4. Delivery of Affordable Housing

- 4.1 Not to allow or permit first Occupation of the Development until it has submitted to the Council the name of the chosen Preferred Registered Provider or obtained written consent of the Council confirming the Council's approval of the Approved Registered Provider.
- 4.2 Not to commence construction of the Affordable Housing Dwellings any later than 6 calendar months after the commencement of construction of the Open Market Dwellings.
- 4.3 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 sixty per cent (60%) of the Open Market Dwellings .
- 4.4 Not to permit more than seventy per cent (70%) of the Open Market Dwellings to be used or Occupied unless and until all of the Affordable Housing has been completed and either the freehold ownership or (in the case of a flat) a minimum 125 year lease has been transferred/granted to a Preferred Registered Provider or to an Approved Registered Provider on the terms set out in Part 2 of this Schedule.
- 4.5 The Owner will give not less than seven (7) days prior notice in writing to the Council of the date of occupation of 60% and 70% of the Open Market Dwellings .
- 4.6 The Preferred Registered Provider or Approved Registered Provider as the case may be shall enter into a Nominations Agreement with the Council within 8 weeks of the transfer of any Affordable Housing Dwellings to that provider, or such other timescale as the Council may agree.

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 Owner's 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 and
- 1.5 cleared of debris and building materials
- 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 56 days following such written acceptance (or such longer period as may 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

- 6. Subject to the terms of this Deed, 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 Owner 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) 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:

- 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 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 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.

SCHEDULE 2 - CONTRIBUTIONS

i. Definitions

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

“Bus Service Enhancement Contribution”	means the sum of Fifty Eight Thousand Six Hundred and Forty Four Pounds (£58,644) Index-Linked towards the provision of bus stop enhancements situated at Old Forest Road serving the Development
“NHS Contribution”	means the sum of Forty Eight Thousand and Twenty Eight Pounds (£48,028) Index-Linked to support local NHS capacity via investment in a capital project in the vicinity of the Development
“Off Site Open Space Contribution”	means the sum of One Hundred and Forty Thousand Three Hundred and Twenty Nine Pounds and Ninety Pence (£140,329.90) Index-Linked towards off-site creation and/or enhancement of open space in accordance with the Council's relevant open space policies in the vicinity of the Development.

OWNER’S OBLIGATIONS

The Owner covenants with the Council as follows:

1. Bus Service Enhancement Contribution

- 1.1 to pay to the Council the Bus Service Enhancement Contribution prior to first Occupation of the Development; and
- 1.2 not to Occupy nor permit Occupation of any Dwelling within the Development until the Bus Service Enhancement Contribution has been paid to the Council.

2. NHS Contribution

- 2.1 to pay the NHS Contribution to the Council prior to first Occupation of the Development.

- 2.2 not to Occupy nor permit Occupation of any Dwelling within the Development until the NHS Contribution has been paid to the Council.

3. **Off Site Open Space Contribution**

- 3.1 to pay the Off Site Open Space Contribution to the Council prior to first Occupation of the Development.
- 3.2 not to Occupy nor permit Occupation of any Dwelling within the Development until the Off Site Open Space Contribution has been paid to the Council.

SCHEDULE 3 - EMPLOYMENT SKILLS

i. Definitions

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

“Employment Skills Contribution” means the Index-Linked sum to be calculated by the Council using the formula set out below and which is payable to the Council in lieu of the production of an Employment Skills Plan 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 set out for information:

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

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

Where $V = C \times D$

Where C= interior floor space of the Development in square metres using the number and size of Dwellings approved in the 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 £1,025.00)

	Bands									
Outcomes	1	2	3	4	5	6	7	8	9	10

	£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 accords 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 Owner to the Council for approval in writing prior to the Commencement of Development and which (with reference to the table contained within the definition of the Employment Skills Contribution and the bands within that table, the bands corresponding to the cost of construction for the Development) 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 – Owner’s Covenants

The Owner covenants with the Council as follows:

1. Not to Commence Development until the Owner entirely at its own absolute discretion either:
 - 1.1. pays 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. submits 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 Owner elects to submit an Employment Skills Plan in accordance with paragraph 1.2 then:
 - 2.1. the Owner 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 Owner 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 to the deadlines set out in the approved Employment Skills Plan and if the Council (acting reasonably) considers that progress is unsatisfactory the Council shall by written notice require that the approved Employment Skills Plan is satisfactorily discharged within twenty eight (28) days of the date of the notice.

- 2.3. If at the end of that twenty eight (28) day period the Council considers insufficient progress has been made the Owner will be required to pay the Employment Skills Contribution or a proportion thereof to the Council within seven (7) days of a further written notice from the Council demanding payment.

Part 2 – Council’s Covenants

1. The Council covenants with the Owner that;
 - 1.1 if it receives the Employment Skills Contribution from the Owner in accordance with paragraph 1.1 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; and
 - 1.2 if it receives and approves the Employment Skills Plan from the Owner in accordance with paragraph 1.2 of Part 1 of this Schedule, the obligations at paragraph 1.1 of Part 1 of this Schedule shall be discharged in full.

SCHEDULE 4 - ESTATE ROADS

i. Definitions

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

“Estate Roads”	the carriageways and footways including the lighting to and drainage of the carriageways and footways to be constructed within the Site
“Estate Roads Management Plan”	a plan setting out how the Estate Roads will be managed and maintained in accordance with the Planning Permission and which may be revised or replaced from time to time with the written agreement of the Council

The Owner covenants with the Council as follows:

1. Prior to Occupation of the Development to submit an Estate Roads Management Plan to the Council for approval in writing and not to Occupy the Development unless the Estate Roads Management Plan has been approved by the Council in writing.
2. To manage and maintain the Estate Roads in accordance with the Estate Roads Management Plan to a standard to ensure their safe use for the lifetime of the Development (unless otherwise agreed in writing with the Council).

SCHEDULE 5 - BIODIVERSITY NET GAIN

i. Definitions

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

“Biodiversity Net Gain On- Site Monitoring Contribution”	means the Index-Linked sum to be calculated by the Council based on a rate of Three Thousand Six Hundred Pounds (£3,600.00) for up to the first hectare of land to be monitored and Three Thousand Six Hundred Pounds (£3,600.00) per hectare pro rata for each subsequent hectare or part hectare of land to be monitored with such sum to be paid by the Owner to the Council for the Council’s costs of monitoring the outcomes and compliance with the habitat management and monitoring plan requirements set out in the Planning Permission
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The Owner covenants with the Council as follows:

Biodiversity Net Gain On-Site Monitoring Contribution

- 1 On or before Commencement of Development the Owner shall pay to the Council the Biodiversity Net Gain On-Site Monitoring Contribution.
- 2 The Owner covenants with the Council not to Commence Development until the Biodiversity Net Gain On-Site Monitoring Contribution has been paid to and received by the Council.

SCHEDULE 6 – TRAVEL PLAN PROVISIONS

i. Definitions

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

“Draft Travel Plan”	the framework travel plan referenced “SMA Ref: 7365/TP” and submitted in support of the Planning Application a copy of which is appended to this Deed at Annex 3
“Travel Plan”	a full and final form of travel plan based on the Draft Travel Plan that: (a) shall apply for a period of 5 (five) years (but which may be extended by up to 2 (two) years in accordance with paragraph 4 of this Schedule) commencing on the date of first Occupation; (b) shall be approved by the Council; and which may be revised or replaced from time to time with the written agreement of the Council
“Travel Plan Co-Ordinator”	means the person to be appointed subject to prior written approval of the Council and to undertake the travel plan obligations in accordance with this Schedule
“Travel Plan Monitoring Fee”	means the sum of Four Thousand Pounds (£4,000.00) Index-Linked towards the costs of monitoring the Travel Plan;

The Owner covenants with the Council as follows:

1. Not to Occupy the Development unless it has paid the Travel Plan Monitoring Fee to the Council.
2. Not Occupy or permit the Occupation of any Dwelling within the Development until the Travel Plan has been approved in writing by the Council PROVIDED THAT if the Travel Plan has not been rejected by the Council upon the expiry of three (3) months from the date of receipt by the Council’s Director of Place and Growth and Assistant Director Highways and Transport (or such other named directorate of the highways authority of the Council) it shall be deemed to be approved and the approved or deemed to be approved Travel Plan shall be implemented as approved.

3. That the Travel Plan Co-ordinator shall be appointed no less than three (3) months prior to first Occupation and as part of such appointment the Travel Plan Co-ordinator will be required to fulfil and perform all the obligations of the Travel Plan Co-ordinator set out in paragraphs 4 – 6 of this Schedule.
4. That the Travel Plan Co-ordinator shall undertake or commission a survey on or prior to six (6) months after the date of first Occupation (“the First Survey”). A survey will then be taken annually each year on the anniversary of the date of the First Survey for a period of five (5) years from the date of first Occupation which may be extended by up to two (2) years to seven (7) years if the targets are not met within five (5) years (“the Annual Survey”).
5. The Travel Plan Co-ordinator will report the survey results to the Council within three (3) months of each survey. The Travel Plan will be updated annually with the results of the Annual Survey.
6. The Travel Plan Co-ordinator shall implement the measures or initiatives required to achieve the objectives of the Travel Plan within five (5) years of the first Annual Survey undertaken pursuant to paragraph 4 above.
7. If the Council considers that any of the requirements of the Travel Plan are not complied with it 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.

The reasonable cost of any works carried out or steps taken shall be payable by the Owner to the Council.

SCHEDULE 7 – OPEN SPACE

i. Definitions

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

“Certificate of Practical Completion”	a certificate to be issued by the Council to certify the laying out and/ or construction of the Open Space (or part thereof) has been Practically Completed to the Council’s reasonable satisfaction.
“Final Certificate”	a certificate to be issued by the Council to certify the Open Space has been maintained to the Council’s reasonable satisfaction for the duration of the Maintenance Period and any remedial or other maintenance works have been completed by the Owner to the Council’s reasonable satisfaction
“Maintenance Period”	the period of twelve (12) calendar months from the date of the final Certificate of Practical Completion or until the issue of the Final Certificate (if later)
“Open Space”	the communal areas of informal and formal open space to be provided within the Site in accordance with the Open Space Layout Plan
“Open Space Layout Plan”	means the plan referenced 092404-ELS-POS01-A and appended to this Deed at Annex 4
“Open Space Detailed Specification and Management Plan”	the detailed specification for the establishment and future management and maintenance of the Open Space which shall include the location of the site compound and where applicable, the basis of sharing costs of maintenance and management between Dwellings and methodology for recovery of costs from the Dwellings and the formation of the Management Company with responsibility to perform such obligations (in the event the Open Space is transferred to a management company) and any other

information the Council may reasonably require which may be amended from time to time with the written approval of the Council

The Owner covenants with the Council as follows:

- 1.1 not to erect any Dwellings on the Open Space nor to use the Open Space other than for open space and outdoor recreation, save for temporarily in respect of the site compound whilst the Development is being initially constructed as approved by open space condition 39 and the Open Space Detailed Specification and Management Plan;
- 1.2 to submit to the Council for its written approval (such approval not to be unreasonably withheld or delayed) the Open Space Detailed Specification and Management Plan prior to the Commencement of the Development
- 1.3 not to Commence Development until the Council has approved the Open Space Detailed Specification and Management Plan
- 1.4 to construct and deliver the Open Space in accordance with the approved Open Space Detailed Specification and Management Plan and in the location as per the approved Open Space Layout Plan pursuant to open space condition 39 of the Planning Permission and in accordance with the requirements of this Schedule so that the part of the Open Space not to be used as a site compound (as approved by condition 39 and the Open Space Detailed Specification and Management Plan) is constructed and delivered prior to the Occupation of not more than 75% of the Dwellings within the Site and the part of the Open Space approved for use as a site compound pursuant to open space condition 39 and the Open Space Detailed Specification and Management Plan is delivered prior to Occupation of any of the final 3 Dwellings on the Site;
- 1.5 not to Occupy 75% or more of the Dwellings until the Council has issued the Certificate of Practical Completion for that part of the Open Space not used for the site compound as approved by open space condition 39 and the Open Space Detailed Specification and Management Plan;
- 1.6 not to Occupy the final 3 Dwellings on the Development until the Council has issued the Certificate of Practical Completion for that part of the Open Space previously used

for the site compound as approved by open space condition 39 and the Open Space Detailed Specification and Management Plan

- 1.7 following completion of the Open Space (or part thereof in accordance with the open space condition 39 and the Open Space Detailed Specification and Management Plan) the Owner shall serve notice on the Council inviting it to inspect the Open Space (or part thereof) and issue a Certificate of Practical Completion (which shall not be unreasonably withheld or delayed);
- 1.8 if the Council chooses to inspect the Open Space (or part thereof) and identifies remedial works the Owner shall complete such remedial work to the reasonable satisfaction of the Council within twenty eight (28) days of the Council identifying the necessary remedial works (or such other timescale as may be agreed in writing with the Council);
- 1.9 upon completion of any remedial works the Owner shall serve notice in writing on the Council inviting it to inspect the remedial works identified pursuant to paragraph 1.8 and issue a Certificate of Practical Completion (which shall not be unreasonably withheld or delayed);
- 1.10 the requirements of paragraph 1.9 then repeat themselves until the Council has been able to issue a Certificate of Practical Completion
- 1.11 following issue of the relevant Certificate of Practical Completion the Owner shall;
 - 1.11.1 maintain the relevant part of the Open Space for the Maintenance Period to the reasonable satisfaction of the Council;
 - 1.11.2 not use the relevant part of the Open Space otherwise than as an area of open space and for outdoor recreation subject to the rights of the Owner, and
 - 1.11.3 allow access to the relevant part of the Open Space (free of charge but on a permissive basis only) in perpetuity to members of the public each day for the purpose of recreation and play (unless the Council agrees otherwise in writing)
- 1.12 on expiration of the Maintenance Period the Owner shall:

- 1.12.1 serve notice on the Council inviting them to inspect the Open Space and issue a Final Certificate (which shall not be unreasonably withheld or delayed);
 - 1.12.2 if the Council chooses to inspect the Open Space and identifies remedial/maintenance works, to complete such remedial/maintenance works to the reasonable satisfaction of the Council within twenty eight (28) days of the Council identifying them (or such other timescale as may be agreed in writing with the Council); and
 - 1.12.3 upon completion of any remedial/maintenance works, to serve notice on the Council inviting them to inspect the remedial/maintenance works identified by them pursuant to paragraph 1.12.2 and issue a Final Certificate (which shall not be unreasonably withheld or delayed)
 - 1.12.4 the requirements of paragraph 1.12.3 then repeat themselves until the Council has been able to issue the Final Certificate.
- 1.13 Following the issue of a Final Certificate, the Owner shall transfer the relevant Open Space to the Management Company in accordance with paragraph 1.14 below.
- 1.14 The transfer of the Open Space to the Management Company shall contain a covenant that:
- 1.14.1 members of the public shall continue to have perpetual permissive rights of access and use over the Open Space;
 - 1.14.2 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 Owner; and
 - 1.14.3 the Management Company shall maintain the Open Space on the Development in accordance with the approved Open Space Detailed Specification and Management Plan;
- but which shall otherwise be free from encumbrances.

- 1.15 the Management Company as successor in title to the Owner, shall maintain the Open Space in perpetuity to the Council's reasonable satisfaction and in accordance with the approved Open Space Detailed Specification and Management Plan

SCHEDULE 8 - MANAGEMENT COMPANY

The Owner covenants 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
2. The Management Company shall be wholly owned 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 long leasehold in a Dwelling;such freehold owner or lessee shall be offered the opportunity to acquire an equal interest in the Management Company as the remaining freehold owners or lessees
4. That the Management Company:
 - 4.1 shall be under an obligation to manage, clean, maintain and repair as necessary the communal areas referred to and transferred or leased to it, including the Estate Roads and/or the Open Space (as applicable) or in respect of which it has the benefit of an easement or other right in the Site and ensure the terms of requirements of the Estate Roads Management Plan, the Open Space Detailed Specification and Management Plan (as appropriate) as approved in writing by the Council are fully complied with, along with the conditions of the Planning Permission; and
 - 4.2 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; and
 - 4.3 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 covenant 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 Estate Roads and/or the Open Space (as applicable)

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 Estate Roads and/or the Open Space (as the case may be depending on whether the relevant part of the Site has been transferred to the Management Company).

SCHEDULE 9 – HOGGIN FOOTPATH ROUTE

i. Definitions

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

“Cash Deposit”		means a cash deposit (or alternatively a bond from a reputable FCA regulated insurer) equal to the estimated cost of construction of the Hoggin Footpath, against which the Council will be entitled to draw under the Hoggin Footpath Licence in the event of default by the Owner
“Commuted Sum”		means a non-refundable payment to the Council in respect of the Council’s cost to maintain the Hoggin Footpath for 25 years
“Construction Access Licence”		means a licence authorising the use of part of the Council’s land by the Owner for a construction access
“Hoggin Footpath Licence”		means the licence authorising the construction of the Hoggin Footpath on the Council’s land by the Owner at the Owner’s expense and which shall be subject to the Commuted Sum and Cash Deposit
“Hoggin Footpath”		means the hoggin footpath in the location and specification shown on the Hoggin Footpath Plan
“Hoggin Footpath Completion Certificate”		means the “Certificate of Practical Completion” or any other certificate to be issued by the Council pursuant to the Hoggin Footpath licence to certify the laying out and/or construction of the Hoggin Footpath has been completed to the Council’s reasonable satisfaction.
“Hoggin Footpath Final Certificate”		means the “Final Certificate” or any other certificate to be issued by the Council pursuant to the Hoggin Footpath Licence confirming that the Hoggin footpath remains free of defects after being used by the public and maintained

for 12 months at the expense of the Owner following the issue of the Hoggin Footpath Completion Certificate

“Hoggin Footpath Plan” means the plan annexed hereto at Annex 5 with title “Old Forest Road, Winnersh Illustrative Footpath Connection Plan”

The Owner covenants with the Council in its capacity as local planning authority and freeholder of the land upon which the Hoggin Footpath is to be constructed as follows:

- 1.1 Prior to Commencement of the Development the Owner shall negotiate the Hoggin Footpath Licence and the Construction Access Licence with the Council (both parties to negotiate in good faith and promptly execute both documents)
- 1.2 Prior to Commencement the Owner shall construct the Hoggin Footpath and obtain the Hoggin Footpath Completion Certificate in accordance with the Hoggin Footpath Licence at its own expense (and for the avoidance of doubt, this obligation shall also be satisfied if the Hoggin Footpath Completion Certificate is deemed to have been issued).
- 1.3 Prior to the Occupation of 50% of the Dwellings, to obtain the Hoggin Footpath Final Certificate from the Council; and not to Occupy more than 50% of the Dwellings unless the Hoggin Footpath Final Certificate has been issued or deemed to have been issued by the Council.

The Council in its capacity as freeholder of the land upon which the Hoggin Footpath is to be constructed covenants with the Owner as follows:

- 1.4 To execute and complete the Construction Access Licence and the Hoggin Footpath Licence within 10 Working Days of receipt of properly executed Construction Access Licence and Hoggin Footpath Licence from the Owner.
- 1.5 The Council shall promptly following the completion of the Construction Access Licence and the Hoggin Footpath Licence provide the Owner with an original completed Construction Access Licence and Hoggin Footpath Licence either in hard or electronic copy
- 1.6 Following the issue of the Hoggin Footpath Completion Certificate the Council shall allow access to pedestrians along the Hoggin Footpath in perpetuity (free of

charge and on a permissive basis in accordance with the provisions of this paragraph) to members of the public each day for the purpose of walking along that route;

1.7 Nothing in this Schedule shall be construed as preventing the Council from:

a) either serving a statutory deposit on the highway authority pursuant to s.31(6) Highways Act 1980 (or any re-enactment thereof) or erecting signage with the intention of defeating any statutory or common law presumption of dedication of the Hoggin Footpath as a public right of way or highway; or

b) closing the Hoggin Footpath temporarily to carry out routine maintenance works; or

c) closing the Hoggin Footpath at the direction or request of a Police Constable or pursuant to any other statutory requirement or court order

SCHEDULE 10- COUNCIL'S COVENANTS - GENERAL

1 REPAYMENT OF CONTRIBUTIONS

- 1.1 The Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree.

Save for the Biodiversity Net Gain On-Site Monitoring Contribution, in the event of any other contribution (or part) paid to the Council under the terms of this Deed remaining unallocated or unspent for the purposes referred to in this Deed for which the contribution (or part) was paid for a period of fifteen (15) years from the date of the final payment thereof the said sum (or part) shall to that extent be repayable on demand to the person who made the payment provided that if the Council (or a relevant third party) has entered into a contract prior to the expiry of the fifteen (15) year period in respect of matters which relate to the said sum the period shall be extended until the completion of the contract or payment of the final account under the contract whichever is later.

Annex 1 – Location Plan

Annex 2 – Nominations Agreement

Annex 3 – Draft Travel Plan

Annex 4 – Open Space Layout Plan

Annex 5 – Hoggin Footpath Plan

EXECUTED as a Deed by **ELSTREE**

LAND LIMITED acting by a director

In the presence of:

.....

Director

Witness name:

Witness signature:

Witness address:

EXECUTED as a Deed by

IAN KENNETH ALEXANDER JACKSON

.....

In the presence of:-

.....

Witness signature

.....

Witness Name

.....

Address

The **COMMON SEAL** of
WOKINGHAM BOROUGH COUNCIL
(in its capacity as the Council)

Was affixed hereto in the presence of:

Authorised signatory