

DATED 4th August 2026 2026

GIVEN BY

DALLAS LEE RUTTER

and

FORAYS HOMES (SOUTHERN) LIMITED

TO

WOKINGHAM BOROUGH COUNCIL

Unilateral Undertaking 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 Lodge Road Hurst
Wokingham RG10 0SG**

**Planning Reference Number
252934**

THIS UNILATERAL UNDERTAKING is given the 4th day of August Two Thousand and Twenty-Six

BY

- (1) **DALLAS LEE RUTTER** of 54a Woosehill Lane Wokingham RG41 2TS (the “**Owner**”); and
- (2) **FORAYS HOMES (SOUTHERN) LIMITED** (Company registration number 03729254) of Cedar Business Park Cedar Lane Frimley Surrey GU16 7AZ (the “**Developer**”);

TO

- (3) **WOKINGHAM BOROUGH COUNCIL** of Council Offices, Shute End, Wokingham, Berkshire, RG40 1WH (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 Owner is the freehold owner of the Site registered at HM Land Registry with title absolute subject to an option agreement dated 6 December 2024 and a supplemental agreement dated 12 September 2025 in favour of the Developer.
- C. The Planning Application was refused by the Council on 16 March 2026.
- D. The Developer has submitted the Appeal against the refusal of the Planning Application and the Owner and the Developer enter into this Deed in support of the Appeal.

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
“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 Contribution”	the sum of one hundred and seventy two thousand two hundred and forty four pounds and fifty pence (£172,244.50) Index Linked in lieu of the provision of 40% of Affordable Housing on the Site to be paid to the Council and used towards the off-Site provision or regeneration of Affordable Housing within the Council’s administrative area
“Appeal”	the appeal by the Developer against the Council’s refusal of the Planning Application
“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
“CIL Regulations”	means the Community Infrastructure Levy Regulations 2010 (as amended)
“Development”	the proposed erection of 3 no. detached dwellings with associated access, parking and landscaping and creation of a balancing pond as more particularly set out in the Planning Application and to be carried out pursuant to the Planning Permission
“Dwelling”	any dwelling (including a house flat or maisonette with associated garden garage driveway and parking spaces) to be constructed on the Site pursuant to the Planning Permission and “Dwellings” shall be construed accordingly
“Index”	the Index of Retail Prices (all items) published by the Office for National Statistics or any other reference base used to compile the Retail Prices Index (all items) as shall be published by the Office for National Statistics 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

"Monitoring Fee"

means a sum to be calculated by the Council based on a rate of five hundred and eighty five pounds (£585) 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

"Occupation" and "Occupied"

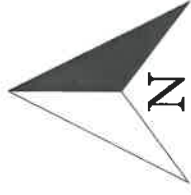
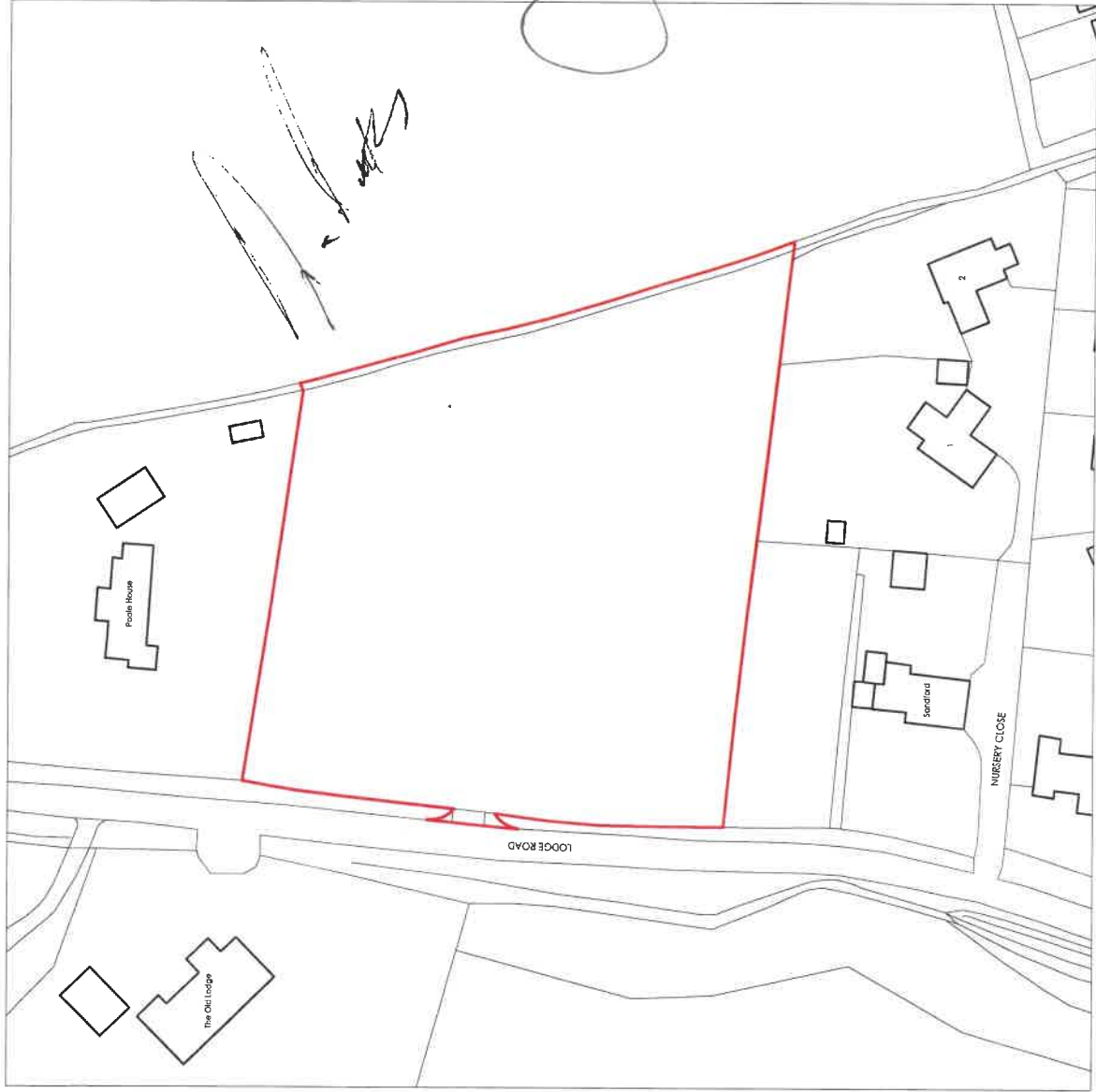
means personal residential occupation of a Dwelling by an individual or individuals in right of an interest in the Dwelling purchased or rented by that individual or individuals and 'Occupy' shall be construed accordingly.

"Plan"

the plan titled "Location Plan" annexed to this Deed

"Planning Application"

the full planning application with Council reference 252934 for the Development



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Client:

FORAYS HOMES

Project:

**LAND ADJACENT TO POOLE HOUSE,
LODGE ROAD, HURST**

Drawing:

LOCATION PLAN

Scale:

1:1250 @A4

Date:

23/08/25

Status:

PLANNING

Drawing Number:

P78/100

Revision:

B

“Planning Inspector”	means an inspector appointed by the Secretary of State to determine the Appeal
“Planning Permission”	the planning permission granted pursuant to the Appeal and shall include any subsequent permissions under Section 73 (or Section 73B when in force) of the Act permitting the carrying out of the Development
“Secretary of State”	means the Secretary of State for Housing, Communities and Local Government from time to time appointed and includes any successor in function or any other Secretary of State authorised for the time being to exercise the powers given under section 77, 78 and 79 of the Act
“Site”	the land known as land on the east side of Lodge Road Hurst registered at HM Land Registry with title number BK153785 and shown for identification purposes only edged red on the Plan

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 clause and 14 which shall come into effect on the date hereof, this Deed is conditional upon the grant of the Planning Permission.

5. THE OWNER'S UNDERTAKINGS

5.1 Subject to clause 9, the Owner undertakes to the Council to observe and perform the undertakings, restrictions and obligations expressed to be given by the Owner as set out in Schedule 1 of this Deed.

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

(a) the date of Commencement of Development

(b) the date of first Occupation of the Dwellings

6. MISCELLANEOUS

6.1 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.

6.2 It is hereby agreed and declared that a person who is not a party to this Deed shall not be entitled in his own right to enforce any of the terms of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

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

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

6.5 Any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

- 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 The obligations contained in this Deed shall not be binding upon nor enforceable against:
- 6.11.1 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;
- 6.11.2 an individual owner/occupier of a Dwelling in their capacity as such.

7 WAIVER

No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the undertakings terms or conditions of this Deed shall

constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

8 CHANGE IN OWNERSHIP

The Owner undertakes 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 8 shall not apply to the disposal of any Dwellings to individual owner/occupiers

9 APPEAL: MATERIALITY

- 9.1 If the Secretary of State or his Planning Inspector for the purposes of determination of the Appeal shall in his decision letter for the Appeal clearly and expressly indicate that one or more of the planning obligations secured by this Deed are incompatible with any one or more of the criteria for planning obligations set out at Regulation 122 of the CIL Regulations, and/or that any such obligation(s) is not a material consideration in respect of the determination of the Appeal and/or that he attaches no weight to the relevant obligation(s) for the purposes of his determination of the Appeal then the relevant obligation(s) so expressly specified in the decision letter shall, from the date of the decision letter, cease to have effect and the Owner shall be under no obligation to comply with it (but this shall not affect the validity or enforceability of the other obligations under this Deed) and for the avoidance of doubt where the Secretary of State or his Planning Inspector is silent upon any obligations then the obligations shall apply and be enforceable by the Council in accordance with the terms of this Deed.

10 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.

11 VAT

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

12 JURISDICTION

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

13 DEVELOPER'S CONSENT

The Developer acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations herein PROVIDED THAT the Developer shall otherwise have no liability under this Deed unless and until it derives title to the Site or any part thereof in which case it will be bound by the obligations herein

14 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 CONTRIBUTION

Owner Undertakings

1. The Owner undertakes to the Council as follows:
 - 1.1 to pay the Affordable Housing Contribution to the Council prior to first Occupation of the Development.
 - 1.2 not to Occupy nor permit Occupation of any Dwelling within the Development until the Affordable Housing Contribution has been paid to and received by the Council.

IN WITNESS whereof the parties hereto have executed this Deed but the same remains undelivered until the day and year first before written

Executed as a DEED by

DALLAS LEE RUTTER



In the presence of a witness:

Witness name: ~~R. RUTTER~~ RICHARD NEED

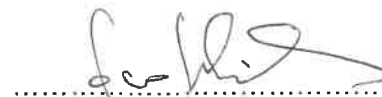
Witness signature: R. Need

Witness address: CLIFTON INGRAM L.L.P
SOLICITORS
22-24 BROAD STREET
WOKINGHAM
BERKS. RG40 1BA

Executed as a Deed by

FORAYS HOMES (SOUTHERN) LIMITED

acting by a director : in the presence of a witness



Director signature

OLIVER HICKS

Director name

Witness name: CHRIS HOWES

Witness signature: 

Witness address: HCR Legal
Aquis House
Valpy Street
Reading
RG1 1PL