

DATED 28th June **2023**

JOHN RIVERS and KIM JULIE CHAPMAN (1)

("the Owners")

and

READING BOROUGH COUNCIL (2)

("the Council")

AGREEMENT

constituting a Planning Obligation relating to land at
85 Pell Street Reading RG1 2NP
(Planning Application No. 201757)

Michael Graham LLB (Hons);
MBA
Head of Legal Services
Reading Borough Council
IKEN 021330

THIS AGREEMENT is made the

28th June

2023

BETWEEN:

- (1) **JOHN RIVERS and KIM JULIE CHAPMAN** both of Upper Studley Farm, Swindon Road, Royal Wootton Bassett, Swindon, SN4 8ET ("the "Owners")
- and
- (2) **READING BOROUGH COUNCIL** of Civic Offices Bridge Street Reading RG1 2LU ("the Council")

RECITALS

A. Planning Obligation

This Agreement constitutes a planning obligation within the meaning of the term in Section 106 of the 1990 Act

B. Application Land

The Council is the Local Planning Authority for the purposes of the 1990 Act for the Borough of Reading in which the Application Land is situated and is the Authority that can enforce the provisions in this Agreement

C. Land Ownership

The Owners are the freehold owners of the Application Land that is registered at the Land Registry under Title Numbers BK463345 and BK498025 and have an interest in the Application Land within the meaning of the term in Section 106(9) (b) of the 1990 Act

D. Planning Application

The Owners submitted the Application (201757) to the Council for Planning Permission to carry out the Development

E. Planning Permission

The Council and the Owners having regard to the Development Plan and to all other material considerations consider that Planning Permission should be granted for the

Development pursuant to the Application subject to the prior completion of this Agreement

F. The Owners and the Council are satisfied that the planning obligations contained in this Agreement are:

- i. necessary to make the Development acceptable in planning terms;
- ii. directly related to the Development; and
- iii. fairly and reasonably related in scale and kind to the Development.

IT IS HEREBY AGREED AND DECLARED between the parties hereto as follows:-

1. DEFINITIONS

The following expressions shall have the under mentioned meanings

1.1 “the 1990 Act”

means the Town and Country Planning Act 1990 (as amended)

1.2 “the Actual Building Costs”

means the actual Building Costs incurred at the Trigger Date

1.3 “Affordable Housing”

means housing provided with some degree of financial subsidy enabling the sale price to be lower than the prevailing Open Market Value prices for similar housing in the Borough of Reading and let by a Housing Association or Registered Provider or the Council at a Social Rent to persons or households in housing need and unable to afford to rent at a Market Rent or buy housing on the open market at prevailing Open Market

Value and including those on moderate incomes whose earnings are insufficient to enable them to afford market price housing

1.4 “Affordable Off Site Housing Contribution”

means the sum of TEN THOUSAND POUNDS (£10,000) which is to be provided towards the provision of Affordable Housing by the Council within the Borough as Affordable Housing is not being provided by the Owner on the Application Land

1.5 “this Agreement”

means this planning obligation by agreement and any modification thereof approved by the Council pursuant to the powers in Section 106 and Section 106A of the 1990 Act

1.6 “Any Other Costs”

means any other cost properly directly and reasonably incurred by the Owners as would be expected in the open market and evidenced as part of the submitted Deferred Affordable Housing Contribution Appraisal in connection with the Development

1.7 “Application”

means the application seeking Planning Permission to carry out the Development submitted on behalf of the Owners to the Council and registered by the Council under reference number 201757

1.8 “Application Land”

means the land at 85 Pell Street Reading RG1 2NP as described in the First Schedule hereto and shown edged red on the Plan at the Fourth Schedule

1.9 “Building Contract”

means the contract(s) for the carrying out of the Building Works to be entered into by the Owners

1.10 “Building Costs”

shall mean all of the following costs reasonably and properly incurred in carrying out the Development on the Application Land incurred after the date of this Agreement:-

- (a) The actual costs of carrying out the Building Works under the Building Contract as certified by the Contract Supervisor; and
- (b) Developer Preliminaries; and
- (c) a maximum contingency of five per cent (5%) of the costs incurred in Paragraph (a) in this definition of Building Costs excluding Developer Preliminaries; and
- (d) the Building Contractors overheads and profits as reflective of prevailing market rates; and
- (e) the fees of solicitors planning consultants architects (including landscape architects) quantity surveyors building surveyors structural engineers mechanical and electrical engineers construction engineers the employer's agent any project monitor CDM co-ordinators any other reasonably anticipated professional fees and disbursements incurred in obtaining Planning Permission including the costs of entering into this Agreement and any fees and charges payable for planning and building regulation approval any National Building Council or analogous application and any inspection fees and any statutory based fees and charges payable to any statutory undertakers; and
- (f) the planning costs associated with any modifications to the Development; and
- (g) the cost of obtaining any Statutory Consents including all fees incurred for obtaining Statutory Consents and any other fees and contributions payable to any public or other authority and any payments due under any planning agreement (including this Agreement) entered into in order to obtain the relevant Statutory Consents; and
- (h) the cost of diversion of existing supplies and services and the installation and connection of new supplies (including foul and surface water drainage gas water and electricity supplies and telecommunications); and
- (i) provided that the Development proceeds without unreasonable delay the costs incurred in insuring the Development and all third party and any other necessary insurance and the periodic cost of valuation for income purposes on usual terms; and
- (j) rates including sums payable pursuant to any statute or byelaw rents and value added tax where the same is not recoverable or not zero rated; and
- (k) costs of carrying out appropriate environmental surveys and monitoring and any other site investigations

1.11 "Building Works"

means the works of and in connection with the carrying out of the Development and includes (unless the context otherwise requires) all site clearance work, site

preparation works and fitting out of the New Dwellings to a standard required for a capital disposal on the open market

1.12 “Contract Supervisor”

means the person appointed by the Owners under the Building Contract to supervise the Building Works

1.13 “Contributions”

means the Deferred Affordable Housing Contribution and the Affordable Off Site Housing Contribution

1.14 “Costs”

means the aggregate of the Final Building Costs Finance Costs Land Costs Sales Costs Planning Costs and Guaranteed Developer’s Profit

1.15 “Deemed Disposal”

means a deemed transfer of the freehold interest or grant of a long leasehold estate or interest in a New Dwelling at Open Market Value where the Owners do not dispose of the New Dwelling but let it out or otherwise permit Occupation of the said New Dwelling

1.16 “the Deferred Affordable Housing Contribution”

means the sums calculated in accordance with the following formula:-

Net Profit

(divided by) 2

As per the worked example included at Appendix 3 to be paid to and applied by the Council to the provision of Affordable Housing in the Borough which is not being provided by the Owners on the Application Land and which shall be up to the Maximum Sum

1.17 “the Deferred Affordable Housing Contribution Appraisal”

means the format for reporting the breakdown of the Gross Proceeds of Sale the Costs the Net Profit and the Guaranteed Developer's Profit at the Trigger Date set out at Sixth Schedule

1.18 "Developer Preliminaries"

means the actual ongoing running costs incurred in the construction of the Development to include scaffolding site and project management and staff plant tools site services site storage security insurance and welfare subject to a maximum of 15 per cent (15%) of the costs incurred in Paragraph (a) in the definition of Building Costs

1.19 "Development"

means the development of the Application Land comprising the demolition of existing disused salvage yard and construction of a replacement building to provide 4 no. 1 bedroom units and 1 no. 2 bedroom house together with associated landscaping, cycle and bin stores.

1.20 "Disposal"

means the transfer of the freehold interest or the grant of a long leasehold estate or interest in a New Dwelling and for the avoidance of doubt Disposal shall not mean the exchange of contracts and "dispose" and "disposed of" shall be construed accordingly

1.21 "Effective Date"

means the date of this Agreement

1.22 "the Estimated Final Building Costs"

means the sum representing the estimated Building Costs after the Trigger Date exclusive of value added tax save where value added tax is not recoverable in which case it shall be included as set out in the Deferred Affordable Housing Contribution Appraisal

1.23 "Final Account"

means a detailed final account statement including a full breakdown of all elements therein agreed between the Owners and the Contract Supervisor under the Building Contract

1.24 “the Final Building Costs”

means the aggregate of the Actual Building Costs and the Estimated Final Building Costs exclusive of value added tax

1.25 “Finance Costs”

means the cost of finance for acquiring the Application Land, obtaining the Planning Permission and carrying out the Development including interest charges and financial charges arrangement fees commitment fees and similar costs and the redemption fees on competitive terms or terms that are reasonably obtainable and where any funding is provided by the Owners from their own resources notional interest at the interest rate at which the Owners are able to secure loan finance

1.26 “Gross Proceeds of Sale”

means the actual long leasehold or freehold revenue and independently confirmed estimated revenue of each Disposal together with all other actual sale proceeds capital payments and receipts paid to or received by the Owners or by others on their behalf after the date of this Agreement in respect of any Disposal (and in the case of a Deemed Disposal the Open Market Value) including in each case (but not limiting the generality of the foregoing) any income or receipt generated by the Owners from:-

- i. all rents licence fees and other sums received by the Owners from any licensee or occupier or any proposed licensee or occupier and
- ii. any non-repayable sums secured from or through third parties in relation to the Development including government relief grants incentives or tax opportunities and
- iii. the value of any overage or other performance related payment attributable to any Disposal and
- iv. any compensation damages interest or other payment or sum of whatever nature not otherwise provided for in this definition received by or on behalf or as agent of the Owners or a third party on his behalf for whatsoever purpose in respect of the Development and
- v. the actual or independently estimated capitalised rental value of any ground rents on long leasehold disposals;
together with the independently estimated Open Market Value of any private residential unit to be sold in respect of the Development

1.27 “Guaranteed Developer’s Profit”

means a sum that is 18.5% of any Gross Proceeds of Sale

1.28 “Implementation”

means the carrying out of a “material operation” as defined in Section 56(4) of the 1990 Act save that this definition shall not include any works of site clearance ground investigation site survey works construction of boundary fencing hoardings or compounds decontamination soil investigation and archaeological testing and the laying and diversion of services and service media and “Implement” and “Implemented” shall be construed accordingly

1.29 “Implementation Notice”

means the notice to be served by the Owners upon the Council stating the proposed date of Implementation of the Development

1.30 “Index”

means the All Items Index of Retail Prices issued by the Office for National Statistics

1.31 “Land Costs”

means the:

- i. cost of acquisition of the Application Land which is agreed between the parties to be £158,000 as representing Open Market Value; and
- ii. all professional and management costs reasonably and properly incurred associated with the entering into of any option agreement on the Application Land and payments thereunder; and
- iii. agents' fees reasonably and properly incurred in connection with acquisition of the Application Land and/or entering into an option agreement over the same; and
- iv. legal fees reasonably and properly incurred in connection with acquisition of the Application Land and/or entering into an option agreement over the same; and
- v. Stamp Duty and Tax incurred in the acquisition of the Application Land

1.32 “Maximum Sum”

means ONE HUNDRED AND TWENTY-THREE THOUSAND EIGHT HUNDRED AND SEVENTY-SIX POUNDS (£123,876) (which reflects the lack of initial provision of any

Affordable Off Site Housing Contribution) instead of the expected policy compliant quantum of Affordable Housing within the Development that may have otherwise been provided

1.33 “Monitoring Fee”

means the sum of EIGHT HUNDRED POUNDS (£800.00) to be paid to the Council for the purpose of monitoring the Obligations by the Monitoring Officer as set out in this Agreement

1.34 “Monitoring Officer”

means the Council’s Monitoring Officer (within the Council’s Directorate of Environment and Neighbourhood Services) as designated by the Council to monitor the Obligations set out in this Agreement

1.35 “Net Profit”

means a positive figure which is more than £0 (zero pounds) where the Gross Proceeds of Sale exceeds the Costs

1.36 “New Dwelling”

means any one of the five (5) new dwellings formed or to be formed in the carrying out of Development pursuant to the Planning Permission

1.37 “Obligations”

means the covenants on behalf of the Owners set out at Clause 5 and the Second Schedule (Deferred Affordable Housing Obligations) and the Third Schedule (Council Obligations) to this Agreement

1.38 “Occupation”

means beneficial occupation of any part of the Development PROVIDED THAT (and it is agreed between the parties hereto that) for the avoidance of doubt occupation for the purposes of construction completion and fitting out shall not constitute “Occupation” and “Occupy” and “Occupied” shall be construed accordingly

1.39 “Occupation Notice”

means the notice to be served by the Owners upon the Council that the Development has been brought into use and is being Occupied

1.40 “Open Market Value”

means the price at which the sale of the relevant freehold or long leasehold interest with vacant possession would have been completed unconditionally for cash consideration on the date of valuation assuming:

- a willing seller and a willing buyer;
- that the sale is an arm's-length transaction;
- that prior to the date of valuation there had been a reasonable period (having regard to the nature of the New Dwelling and the state of the market) for the proper marketing of the interest for the agreement of the price and terms and for the completion of the sale;
- that the state of the market level of values and other circumstances were on an earlier assumed date of exchange of contracts the same as on the date of valuation;
- that no account is taken of any additional bid by a prospective purchaser with a special interest;
- that both parties to the transaction had acted knowledgeably prudently and without compulsion; and
- that this Agreement did not bind the interest concerned

1.41 “Plan”

means the plan marked at Fourth Schedule illustrating the Application Land edged red

1.42 “Planning Costs”

means:

- a) Community Infrastructure Levy under the Community Infrastructure Levy Regulations 2010 (as amended), excluding any surcharges and late payment interest payable under the said Regulations; and
- b) the sums paid to the Council pursuant to this Agreement (including legal fees incurred in connection with this Agreement), other than:
 - i. the Deferred Affordable Housing Contribution; and
 - ii. any interest on unpaid monies payable in accordance with Clause 8

1.43 “Planning Permission”

means the planning permission to be granted by the Council pursuant to the Application substantially in the form of the draft at the Fifth Schedule and including any other planning permissions granted under Section 73 of the 1990 Act varying the Development

1.44 “Sales Costs”

means the fees disbursements and other costs reasonably and properly incurred:

- (a) of selling agents in relation to each New Dwelling; and
- (b) in relation to negotiations of any agreement for sale and sale documentation any agreement for lease and the grant of a lease and any agreements for ground rent; and
- (c) in promotional or marketing costs relating to the letting or sale of any part of the Application Land; and
- (d) of settling claims from or reaching agreement with neighbouring landowners who hold rights that will prevent the Development or whose co-operation is needed or beneficial in respect of the Development; and
- (e) all discounts incentives or allowances allowed by the Owners to any tenant or buyer (including without limitation payment of legal and agents' costs (including irrecoverable VAT) Stamp Duty and all payments for or made towards the provision of carpets curtains and white goods; and
- (f) any reasonable property related costs incurred by the Owners in carrying out any extra works at the request of an individual buyer of part of the completed Development over and above the Owners' standard specification for that particular New Dwelling which increases the value of the New Dwelling and is not already accounted for as Building Costs; and
- (g) any proper legal and marketing and professional costs and other costs incurred by the Owners in acquiring any property at market value by way of part exchange on sale of residential unit; and
- (h) estimated costs for (a) – (g) incurred related to Disposal of the 5th New Dwelling

PROVIDED ALWAYS that all such fees disbursements and other costs shall only be taken into account once when calculating the Costs

1.45 “Sales Schedule”

means a schedule setting out the actual gross sales price achieved in respect of each private residential unit that has been sold or the independently estimated Open Market Value of any private residential unit to be sold and clearly identifying the value of discounts incentives or allowances allowed by the Owners in respect of each such private residential unit sale

1.46 “Statutory Consents”

means any statutory approvals consents or licences or permissions required from any local or competent authority to enable the Owners to carry out and complete the Development

1.47 “Supporting Evidence”

means:

- (a) for Costs actually incurred at the time the Deferred Affordable Housing Contribution Appraisal is carried out (the "relevant time"):
 - (i) receipted invoices or other evidence of payment; or
 - (ii) costs certified by the Owners' quantity surveyor or cost consultant or other professional (subject to such person expressly owing a duty of care to the Council);
- (b) for Costs yet to be incurred at the relevant time, the up-to-date best estimate of such costs by the Owners or where available by the Owners' quantity surveyor or costs consultant (subject to such person expressly owing a duty of care to the Council);
- (c) for sale proceeds and other monies received by the relevant time, certified copies of sale contracts or completion statements by the Owners' solicitor addressed to the Council confirming in giving such confirmation that a duty of care is owed to the Council;
- (d) in relation to any New Dwelling(s) which are/is unsold at the relevant time, then independently obtained estimates from 3 local reputable firms of Estate Agents

based on sales at the Development already effected, the trend in sale prices and the expected date of sale.

1.48 “the Trigger Date”

means the date which is fifteen (15) Working Days prior to the Disposal or Deemed Disposal of the fourth (4th) New Dwelling

1.49 “Working Days”

means days (other than Saturdays Sundays or public holidays in England) when banks in London are open for business

2. INTERPRETATION

2.1 Clause headings shall not affect the interpretation of this Agreement

2.2 A person includes a natural person corporate or unincorporated body (whether or not having separate legal personality)

2.3 A reference to a company shall include any company corporation or other body corporate wherever and however incorporated or established

2.4 Unless the context otherwise requires words in the singular shall include the plural and in the plural shall include the singular

2.5 Unless the context otherwise requires a reference to one gender shall include a reference to the other genders

2.6 A reference to any party shall include that party's personal representatives successors or permitted assigns and in the case of the Council the successors to its respective statutory functions

2.7 An Obligation in this Agreement on a person not to do something includes an Obligation not to agree or allow that thing to be done

2.8 Where an Obligation falls to be performed by more than one person the Obligation can be enforced against every person so bound jointly and against each of them individually

- 2.9 Any phrase introduced by the terms "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
- 2.10 Any reference to Act of Parliament whether general or specific shall include any modification or re-enactment thereof for the time being in force and shall also include all instruments orders plans regulations by-laws and directions for the time being made issued or given thereunder or deriving validity therefrom
- 2.11 A reference to writing or written does not include faxes or e-mail
- 2.12 A reference to "this Agreement" or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other document or deed as varied or novated (in each case other than in breach of the provisions of this Agreement) from time to time
- 2.13 References to Clauses Plans Schedules and Paragraphs are to the Clauses Plans Schedules and Paragraphs and of this Agreement

3. LEGAL EFFECT

- 3.1 This Agreement is made pursuant to Section 106 of the 1990 Act and Section 111 of the Local Government Act 1972 and all other enabling powers to the intent that it shall bind the Owners and their successors in title to each and every part of the Application Land and their assigns
- 3.2 This Agreement shall be enforceable by the Council
- 3.3 If the Planning Permission expires within the meaning of Sections 91 92 or 93 of the 1990 Act or is revoked or otherwise withdrawn or modified by any statutory procedure without the consent of the Owners, this Agreement shall cease to have effect (but not so as to avoid any Obligation in this Agreement on the part of the Owners having already been implemented or performed)

- 3.4 Nothing in this Agreement shall be construed as prohibiting or limiting any right to develop any part of the Application Land in accordance with a planning permission (other than the Planning Permission) granted by the Council or by the Secretary of State on appeal or by reference to him after the date of this Agreement
- 3.5 If any provision of this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired
- 3.6 The Owners shall in parting with the Application Land or part of the Application Land be released from all liability under the terms of this Agreement (insofar as it is binding on that part of the Application Land to which the breach relates) unless they hold an interest in the Application Land or part of the Application Land in respect of which such breach occurs or held such an interest at the date of the breach
- 3.7 This Agreement is without prejudice to and shall not be construed as derogating from any of the rights powers and duties of the Council pursuant to any of its statutory functions nor in any other capacity

4. CONDITIONALITY

Unless the context otherwise requires the Obligations in this Agreement shall come into force on the grant of the Planning Permission and the Implementation of the Development

5. THE OWNERS' OBLIGATIONS

- 5.1 The Owners covenant with the Council as follows:
- (a) not to Implement the Development before the Owners have served the Implementation Notice
 - (b) to serve an Occupation Notice within five (5) Working Days after a New Dwelling which forms part of the Development has been first Occupied for residential purposes
 - (c) to observe and perform the obligations on their part contained in the Second Schedule (Deferred Affordable Housing Obligations) to this Agreement

(d) to pay to the Council the Affordable Off Site Housing Contribution (as increased by the Indexation provision in Clause 7) prior to the Occupation of any New Dwelling and shall not Occupy or permit Occupation of any New Dwelling until the said Affordable Off Site Housing Contribution has been paid in full to the Council

(d) not to Occupy or permit the Occupation of the fifth New Dwelling until any payment due in accordance with Paragraph 1 of the Second Schedule has been made to the Council

5.2 The Owners further covenant with the Council to pay prior to the Effective Date the Council's Legal Fees and Monitoring Fee.

6. COUNCIL'S OBLIGATIONS

The Council covenants with the Owners to observe and perform the obligations on its part contained in the Third Schedule

7. INDEXATION

The amount of the Maximum Sum Affordable Off Site Housing Contribution, and Deferred Affordable Housing Contribution payable under the provisions of this Agreement shall be increased by an amount equivalent to the increase in the Index from the Effective Date until the date on which each of the said Contributions is paid

8. INTEREST ON UNPAID MONIES

If a Contribution due under this Agreement is paid late the Owners shall pay the Council interest at the rate of 4% per annum above the base rate of the Bank of England for the time being in force on the sum of the said Contribution due or (as the case may be) on any amount thereof which may be outstanding from the date on which under the terms of this Agreement the Contribution is due up to the date of payment of the said Contribution

9. LEGAL FEES

The Owner shall pay the Council's legal costs and expenses incurred in the preparation, negotiation and completion of this Agreement in the sum of £2500.00 such sum to be paid to the Council on the Effective Date.

10. MONITORING FEE

The Owner agrees to pay the Council's costs and expenses incurred or to be to be incurred by the Council in the administration and monitoring of the provisions of his Agreement in the sum of £800.00 such sum to be paid to the Council on the Effective Date

11. PAYMENTS TO THE COUNCIL

Any Contributions due to the Council under the terms of this Agreement (SAVING AND EXCEPTING for the sums payable to the Council under Clause 5.2) shall be paid to the Council by means of telegraphic transfer to the Council as follows:

Reading Borough Council

Sort Code: 30-91-31

Account Number: 00271502

Lloyds Bank plc 24 Broad Street Reading RG1 2BT

quoting ref: S106/021330/201757 or such other reference quoted in relevant S106 Demand Notice issued in respect of the obligation.

No Affordable Housing Contribution or other sum required under this Agreement (or part of it) shall be paid to the Council earlier than eight (8) weeks before the date that contribution or sum falls due.

12. NOTICES

Any notice or other written communication to be served by one party upon another pursuant to the terms of this Agreement shall be deemed to have been validly served if delivered by hand or sent by pre-paid registered or recorded delivery post to the party to be served at its address herein specified or such other address as may from time to time be notified for the purpose by notice in writing and any such notice or other written communication to be given by the Council shall be deemed valid and effectual if on its face it is signed on behalf of the Council by a duly authorised signatory

13. ADDRESSES FOR SERVICE

The address for any notice or other written communication is for the Council at Civic Offices Bridge Street Reading RG1 2LU and for the Owners at the address specified above or notified

14. ARBITRATION

14.1 In the event of any dispute arising between the parties in respect of this Agreement the dispute shall be referred:-

- (a) in the case of a dispute regarding the interpretation or meaning of any provision in this Agreement to leading planning counsel to be agreed between the parties or failing agreement to be appointed by the President for the time being of the Law Society or
- (b) in the case of a dispute regarding the works or other technical matters referred to in the schedules to a member of the Institution of Civil Engineers to be agreed between the parties or failing agreement to be appointed by the President for the time being of such institution or
- (c) in the case of any other dispute regarding this Agreement to a member of the Royal Institution of Chartered Surveyors to be agreed between the parties or failing agreement to be appointed by the President for the time being of such Institution

14.2 Any referral pursuant to Clause 14.1 may be made on the joint application of the parties or on the application of any party and any such referral shall be construed as a submission to arbitration within the meaning of the Arbitration Act 1996

14.3 The decision of any expert appointed pursuant to Clause 14.1 (the "Expert") shall be final and binding on the parties and whose costs shall be in his award

14.4 The Expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the parties to the dispute within the minimum practical timescales allowing for the nature and complexity of the dispute and in any event not more than twenty (20) Working Days from the date of his appointment to act

15. THIRD PARTY RIGHTS

It is not otherwise intended that any of the provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by anyone other than the parties to this Agreement

16. NO WAIVER

No waiver (whether express or implied) by the Council of any breach of or default by the Owners in performing or observing any of the terms of or covenants Obligations or restrictions in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms covenants Obligations or restrictions or from acting upon any subsequent breach or default in respect thereof by the Owners

17. LOCAL LAND CHARGE

This Agreement is and shall be registered as a Local Land Charge by the Council

16. RIGHT OF ACCESS

Without prejudice to the Council's statutory rights of entry the Owners shall permit the Council and its authorised employees and agents upon reasonable written notice to enter the Application Land at all reasonable times for the purpose of verifying whether or not any Obligation arising hereunder has been performed or observed

17. AGREEMENT AND DECLARATION

It is agreed by the Owners and the Council that should the Development the subject of the Planning Permission be varied under a new planning permission granted by the Council under Section 73 of the 1990 Act (the VARIAT Planning Permission) the Obligations in the Agreement shall apply to the said VARIAT Planning Permission

18. JURISDICTION

This Agreement is governed by and interpreted in accordance with the law of England and Wales

THE FIRST SCHEDULE

(the Application Land)

All that freehold land at 85 Pell Street Reading RG1 2NP registered at the Land Registry under Title Numbers BK463345 and BK498025 as shown edged red on the Plan at Schedule 4.

THE SECOND SCHEDULE

(The Deferred Affordable Housing Contribution)

1. The Owners covenant with the Council to pay to the Council the lesser of:
 - a) the Deferred Affordable Housing Contribution as increased by the indexation provision in Clause 7; and
 - b) the Maximum Sum as increased by the indexation provision in Clause 7.

in accordance with the procedures and mechanism described in Paragraphs 2 to 10 (inclusive) below.
2. As regards the Deferred Affordable Housing Contribution the Owners will:
 - (a) maintain development accounts in a good and efficient manner and in accordance with approved accountancy and good bookkeeping principles and the accounts are to be made available for inspection by the Council as often as may reasonably be appropriate; and
 - (b) permit the Council under Clause 16 to have access to and inspect the Development for the purposes of verifying whether the Trigger Date has occurred
3. The Owners agree that:
 - (a) in making a Disposal the Owners are under a duty to the Council to take steps to use all commercial reasonable endeavours to maximise the Gross Proceeds of Sale from a Disposal; and
 - (b) where there is a Deemed Disposal the Deferred Affordable Housing Contribution shall be calculated by substituting Open Market Value of the New Dwelling for the Gross Proceeds of Sale
4. The Owners shall provide to the Council no later than the Trigger Date the Deferred Affordable Housing Contribution Appraisal in accordance with and in the form set out at Schedule 6 which shall confirm whether a Net Profit has been achieved and the calculation of the Deferred Affordable Housing Contribution and shall include evidence of all Costs and Gross Proceeds of Sale including copies of Building Contract Final Accounts Sales Schedule and other Supporting Evidence
5. Upon receipt of the Deferred Affordable Housing Contribution Appraisal the Council may request in writing that the Owners provide further information in order to verify any matter or figure within the Deferred Affordable Housing Contribution Appraisal **PROVIDED THAT** such written request is served on the Owners within 20 (twenty) Working Days of the date on which the Council receives the said Deferred Affordable Housing Contribution Appraisal

THE THIRD SCHEDULE

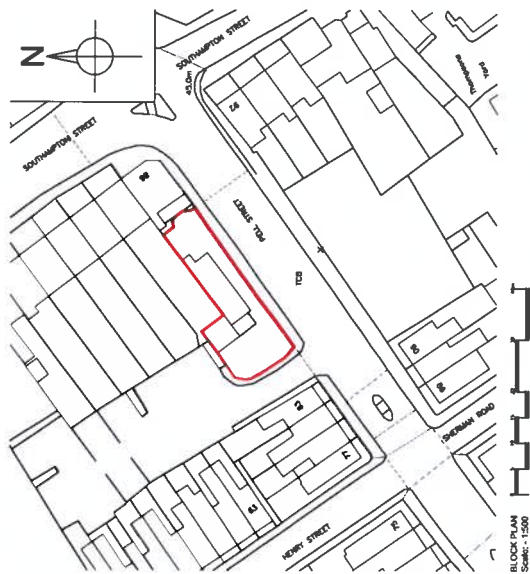
("the Council's Obligations")

1. Not later than five (5) Working Days after the Effective Date the Council will issue the Planning Permission
2. The Council covenants with and undertakes to the Owners that each of the Contributions will be utilised for the purposes specified in the Agreement and for no other purpose
3. In this Agreement where the agreement approval consent or any other expression of satisfaction is required from the Council that agreement approval consent or any other expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed

6. If a written request for further information is received from the Council in accordance with Paragraph 5 above the Owners shall provide such further information to the Council within 20 (twenty) Working Days of such request
7. The parties shall use their reasonable endeavours to agree the calculation of the Deferred Affordable Housing Contribution but in the event of a dispute either party (acting reasonably) may refer the matter to arbitration in accordance with Clause 12
8. In the event that the calculation of the Deferred Affordable Housing Contribution is agreed between the parties the Owners shall pay the Deferred Affordable Housing Contribution to the Council within 20 (twenty) Working Days of the date of the parties' agreement and in any event prior to occupation of the 4th unit and shall not permit the occupation of the 5th unit until it has paid the Deferred Affordable Housing Contribution to the Council
9. In the event of a dispute between the parties over the calculation of the Deferred Affordable Housing Contribution the Owners shall pay the Deferred Affordable Housing Contribution to the Council within 20 (twenty) Working Days of the determination made under the provisions of Clause 14
10. In the event of late payment under Paragraphs 8 or 9 above the Owners shall also be required to pay to the Council interest (in accordance with Clause 8) on the Deferred Affordable Housing Contribution from the date on which the Deferred Affordable Housing Contribution falls due to the date on which it is paid

THE FOURTH SCHEDULE

("the Plan")

[illegible]

Stefan

K. D. Lloyd

THE FIFTH SCHEDULE

(“the draft Planning Permission”)

**TOWN AND COUNTRY PLANNING ACT 1990
PLANNING AND COMPENSATION ACT 1991
THE TOWN & COUNTRY PLANNING
(DEVELOPMENT MANAGEMENT PROCEDURE) (ENGLAND) ORDER 2015**

APPLICATION FOR FULL PLANNING PERMISSION

To: AAIMS Consulting
59 Castle Street
Reading
RG1 7SN

Application No: 201757
Application type: Full Planning Approval

Applicant: John Rivers

READING BOROUGH COUNCIL as Local Planning Authority **GRANT FULL** planning permission for the following development in accordance with the plans and supporting information submitted in connection with this application.

Proposal: Demolition of existing disused salvage yard and construction of a replacement building to provide 4 no. 1 bedroom units (Class C3) and 1 no. 2 bedroom house (Class C3) together with associated landscaping, cycle and bin stores.

At: 85 Pell Street Reading RG1 2NP

Subject to such conditions and for such reasons as may be attached

**OTHER STATUTORY CONSENTS MAY BE REQUIRED
PLEASE READ THE NOTES ISSUED WITH THIS DECISION NOTICE**

Date: **DRAFT - SUBJECT TO S106**



SDV

Assistant Director of Planning, Transport and
Public Protection Services

Application At: 85 Pell Street Reading RG1 2NP

Application No: 201757

Application type: Full Planning Approval

CONDITIONS & REASONS

1. The development hereby permitted shall begin no later than three years from the date of this planning permission.

REASON: In pursuance of Section 91 of the Town and Country Planning Act 1990 (as amended by Section 51 of the Planning and Compulsory Purchase Act 2004) in order to prevent an accumulation of unimplemented planning permissions.

2. The development hereby permitted shall ONLY be carried out in accordance with the following approved plans:

Drawing No: Proposed Site Plan - Ground PD011 Rev E

Drawing No: Proposed Site Plan - Roof PD010 Rev E

Drawing No: Proposed Ground Floor Plan PD100 Rev E

Drawing No: Proposed First Floor Plan PD101 Rev E

Drawing No: Proposed Second Floor Plan PD102 Rev E

Drawing No: Proposed Sections Sheet 1 PD151 Rev E

Drawing No: Proposed Sections Sheet 2 PD152 Rev E

Drawing No: Proposed Elevations Sheet 1 PD162 Rev E

Drawing No: Proposed Elevations Sheet 2 PD163 Rev E

Received 17th October 2022

Drawing No: Location Plan AED000

Drawing No: Proposed Amenity, Cycles and Bin Store PD110 Rev A Received 10th December 2022

REASON: For the avoidance of doubt and to ensure that the development is carried out and adhered to in accordance with the application form and associated details hereby approved.

3. *No development shall take place (including demolition) until details and samples of the materials to be used in the construction of the external surfaces of the development including all external fixtures, fittings and window frames have been submitted to and been approved in writing by the local planning authority. The development shall be carried out using only the approved materials.

REASON: These details are required due to insufficient information being contained within this submission and in the interests of visual amenity and ensuring the new development responds positively to the local context and character in accordance with Policies CC7, EN1 and EN6 of the Reading Borough Local Plan 2019.

Date: DRAFT - SUBJECT TO S106



SDV

Assistant Director of Planning, Transport and
Public Protection Services

4. *No development shall commence on site, including any works of demolition, until a site specific Construction Method Statement has been submitted to and been approved in writing by the Local Planning Authority. The Statement shall provide for:

- a) Space on site where vehicles of site operatives and visitors can be parked with details of how site operatives and visitors will be required to make use of the parking area provided;
- b) Location on site for storage of plant and materials used in constructing the development;
- c) The erection and maintenance (including removal of any graffiti or fly posters) of security hoarding around the site;
- d) Identification of any footpath closures or road closures needed during construction;
- e) Required wheel washing facilities on site;
- f) A scheme for recycling waste resulting from the construction works. g) Measures for controlling the use of site lighting whether required for safe working or for security purposes;
- h) Required measures to control the emission of dust, dirt and other airborne pollutants during demolition and construction;
- i) Provisions to be made for the control of noise coming from the site during demolition and construction;
- j) Full details of pest control measures following any demolition required. Where necessary, capping of drains/sewers and baiting arrangements.

The measures within the approved Statement shall be adhered to throughout the demolition and construction period unless otherwise agreed in writing by the Local Planning Authority.

REASON: These details are required due to insufficient information being contained within this submission and in the interests of protecting the amenity of local land uses or neighbouring residents, the character of the area and highway safety in accordance with Policy CC8 and TR3 of the Reading Borough Local Plan 2019.

5. The development hereby permitted shall not be occupied until the bicycle parking facility for that dwelling/building has been provided in accordance with the plans hereby approved. The facility shall be kept available for bicycle parking at all times thereafter.

REASON: To encourage travel by sustainable alternatives to driving a motorcar in accordance with Policy TR1 and TR5 of the Reading local Plan 2019.

6. The development hereby permitted shall not be occupied until the refuse and recycling storage facility has been implemented fully in accordance with those details shown on the approved plans and thereafter retained for use by occupiers of the dwelling/building at all times.

REASON: In the interests of the visual amenity of the area and to ensure that bins can be easily accessed when required in accordance with Policy CC7 of the Reading Local Plan 2019.

7. The existing access(es) to the site shall be stopped up and abandoned immediately after the new access has been brought into use. The footway(s) and verge shall be reinstated to the satisfaction of the Local Planning Authority.

REASON: In the interests of road safety and maintenance of the highway in accordance with Policy TR1 and TR3 of the Reading Local Plan 2019.

8. The development hereby permitted shall not be occupied until the Local Planning Authority has been notified in writing of the full postal address of the unit(s) hereby approved. The notification shall be sent to the Local Planning Authority quoting the application reference specified on this Notice.

REASON: In order that the Council can update its records to ensure that parking permits are not automatically issued to the occupiers of the new residential units hereby approved, and thus ensure that the development does not harm the existing amenities of the occupiers of neighbouring residential properties by adding to the already high level of on street car parking in the area in accordance with Policy TR3 and TR5 of the Reading Local Plan 2019.

9. Prior to any agreement being entered into for a new occupation of, or transfer of any interest in, the residential unit(s) hereby approved, the prospective occupier/transferee shall be informed that there is no automatic entitlement to a car parking permit for any existing residential parking permit schemes and future schemes on adjacent and surrounding streets. All material used for advertising or marketing the residential unit(s) for letting or sale shall make it clear to prospective tenants and occupiers that they will not be automatically entitled to a parking permit, but any application for a parking permit will be considered on its merits.

REASON: In order that the prospective occupiers are made aware of the fact that while they can submit an application they will not be automatically entitled to an on-street car parking permit. In the interests of the proper management of parking, and to ensure that the development does not harm the existing amenities of the occupiers of neighbouring residential properties by adding to the already high level of on street car parking in the area Policy TR3 and TR5 of the Reading Local Plan 2019.

10. *No development shall commence on site including demolition and any preparatory works until an assessment of the nature and extent of contamination has been submitted to and been approved in writing by the Local Planning Authority. This assessment must be undertaken by a competent person, and shall assess any contamination on the site, whether or not it originates on the site. Moreover, it must include:

- (i) a survey of the extent, scale and nature of contamination;
- (ii) an assessment of the potential risks to:
 - human health,

Date: **DRAFT - SUBJECT TO S106**



SDV

Assistant Director of Planning, Transport and
Public Protection Services



- property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes,
- adjoining land,
- groundwaters and surface waters,
- ecological systems,
- archaeological sites and ancient monuments;

REASON: These details are required due to insufficient information being contained within this submission and to ensure the development is suitable for its end use and the wider environment and does not create undue risks to occupiers of the site or surrounding areas in accordance with Policy EN16 of the Reading local Plan 2019.

11. *No development shall commence on site including demolition and any preparatory works until a detailed remediation scheme to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment has been submitted to and been approved in writing by the Local Planning Authority. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, an appraisal of remedial options, and proposal of the preferred option(s), and a timetable of works and site management procedures. The scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.

REASON: These details are required due to insufficient information being contained within this submission and to ensure the development is suitable for its end use and the wider environment and does not create undue risks to occupiers of the site or surrounding areas in accordance with Policy EN16 of the Reading local Plan 2019.

12. The approved remediation scheme under Condition 11 shall be implemented in accordance with the approved timetable of works. A validation report (that demonstrates the effectiveness of the remediation carried out) shall be submitted to and approved by the Local Planning Authority before construction above foundation level.

REASON: To ensure the development is suitable for its end use and the wider environment and does not create undue risks to occupiers of the site or surrounding areas in accordance with Policy EN16 of the Reading local Plan 2019.

13. In the event that contamination is found at any time when carrying out the approved development not previously identified, development shall be halted on that part of the site the contamination reported in writing to the Local Planning Authority. An assessment of the nature and extent of contamination shall be undertaken and where remediation is necessary a remediation scheme, together with a timetable for its implementation, shall be submitted in writing to the Local Planning Authority for its written approval. The measures in the approved remediation scheme shall be implemented in accordance with the approved timetable. Halted works shall not be re-

commenced until the measures identified in the approved remediation scheme have been completed and a validation report has been submitted to and been approved in writing by the Local Planning Authority.

REASON: To ensure the development is suitable for its end use and the wider environment and does not create undue risks to occupiers of the site or surrounding areas in accordance with Policy EN16 of the Reading local Plan 2019.

14. *No development shall commence on site until written verification has been submitted to and approved in writing by the Local Planning Authority demonstrating that the dwellings hereby permitted have achieved a minimum of a 19% improvement in the dwelling emission rate over the target emission rate as defined in The Building Regulations for England Approved Document L1a: Conservation of Fuel and Power in New Dwellings (2013 edition), and built to the higher water efficiency standard under Regulation 36(3). Such evidence shall be in the form of a 'design stage' Standard Assessment Procedure (SAP), produced by an accredited energy assessor.

REASON: To ensure that the development is carried out in accordance with sustainable building standards in accordance with Policy CC2 and H5 of the Reading Borough Local Plan 2019.

15. The development hereby permitted shall not be occupied until written verification has been submitted to and approved in writing by the Local Planning Authority demonstrating that the dwellings hereby permitted have achieved a minimum of a 19% improvement in the dwelling emission rate over the target emission rate as defined in The Building Regulations for England Approved Document L1a: Conservation of Fuel and Power in New Dwellings (2013 edition), and built to the higher water efficiency standard under Regulation 36(3). Such evidence shall be in the form of an 'As Built' Standard Assessment Procedure (SAP), produced by an accredited energy assessor.

REASON: To ensure that the development is carried out in accordance with sustainable building standards in accordance with Policy CC2 and H5 of the Reading Borough Local Plan 2019.

16. *No development shall commence on site until details of biodiversity enhancements, to include a minimum of 4 swift bricks built into the walls of the new building and native and wildlife friendly landscaping (including gaps at the bases of fences to allow hedgehogs to traverse through the gardens), have been submitted to and approved in writing by the Local Planning Authority. The biodiversity enhancements shall thereafter be installed as approved and prior to occupation of the development a letter from a suitably qualified ecologist with photos of the bricks in situ shall be submitted to and approved in writing by the Local Planning Authority.

REASON: To incorporate biodiversity in and around developments in accordance with Policy EN12 of the Reading Borough Local Pan 2019.

Date: **DRAFT - SUBJECT TO S106**



SDV

Assistant Director of Planning, Transport and
Public Protection Services

17. The development hereby permitted shall not be occupied until a scheme of hard and soft landscaping has been submitted to and approved in writing by the Local Planning Authority. This scheme shall specify means of treatment for hard surfaced areas, means of enclosure including mammal gaps where appropriate, specify species, planting sizes, spacing and numbers of trees/shrubs to be planted (including replacement trees and tree pit specifications where appropriate), and shall include a maintenance programme detailing all operations to be carried out in order to allow successful establishment of planting. Planting shall be carried out in accordance with the approved details in the first planting and seeding seasons following the occupation of the building(s) or in accordance with a timetable agreed in writing with the Local Planning Authority. Any trees or plants which, within a period of 5 years from the date of planting, die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, to be agreed in writing by the Local Planning Authority.

REASON: In the interest of ensuring that the landscaping of the development enhances the visual local environment and in accordance with Policy CC7 of the Reading Borough Local Plan 2019.

18. No development (except demolition to ground level) shall take place until the applicant or their agents or successors in title have secured the implementation of a programme of archaeological work (which may comprise more than one phase of works) in accordance with a written scheme of investigation, which has been submitted by the applicant and approved by the planning authority. The development shall only take place in accordance with the detailed scheme approved pursuant to this condition.

REASON: To ensure the site is adequately investigated and recorded in order to advance our understanding of the significance of any buried remains to be lost and in the interest of protecting the archaeological heritage of the Borough. In accordance with Policy EN2 of the Reading Borough Local Plan 2019.

19. No change to the unit mix (4 x 1 bed and 1 x 2 bed dwellings) shall be made to the development hereby permitted without written approval from the Local Planning Authority.

REASON: In order to ensure that the proposed development provides an appropriate range of housing opportunities / dwelling types to meeting requirements for different groups, in accordance with Policy H2 of the Reading Borough Local Plan 2019.

20. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking and/or re-enacting that Order) no windows/doors/dormers/openings, other than those shown on the approved plans shall be placed in the south west facing, north or north east facing elevations of the building hereby permitted at any time without the grant of a separate planning permission from the Local Planning Authority.

REASON: To safeguard the amenities of the adjoining premises from overlooking and loss of privacy in accordance with Policy CC8 of the Reading Borough Local Plan 2019.

21. No construction, demolition or associated deliveries shall take place outside the hours of 0800hrs to 1800hrs Mondays to Fridays, and 0800hrs to 1300hrs on Saturdays, and not at any time on Sundays and Bank or Statutory Holidays without prior written approval from the Local Planning Authority.

REASON: In order to protect occupiers of nearby properties from unreasonable disturbance from works connected with implementing this permission in accordance with Policy CC8 of the Reading Borough Local Plan 2019.

22. No materials or green waste produced as a result of the clearance of the site, demolition works or construction works associated with the development hereby approved shall be burnt on site.

REASON: In the interests of air quality, the amenity of neighbours, and to promote more sustainable approaches to waste management in accordance with Policy CC8 of the Reading Borough Local Plan 2019.

23. Notwithstanding the provisions of Part 3, Schedule 2, of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any order revoking or re-enacting that Order with or without modification), the development to which this permission relates shall be used as Class C3 dwellings and for no other use including any use permitted within Class L (small HMOs to dwellinghouses and vice versa), at any time.

REASON: In the interests of ensuring that the development responds positively to the local context and character in accordance with Policies CC7 and H2 of the Reading Borough Local Plan 2019.

24. The areas laid as garden on the plans hereby approved shall be retained as private garden at all times and shall not be converted into parking areas or areas of hardstanding.

REASON: In order to ensure the dwellings are provided with sufficient functional private outdoor space to ensure that a high quality of life can be achieved and the character and appearance of the area is not harmed in accordance with Policies CC7, EN1 and H10 of the Reading Borough Local Plan.

INFORMATIVES

Date: DRAFT - SUBJECT TO S106



SDV

Assistant Director of Planning, Transport and
Public Protection Services



Reading
Borough Council

Working better with you

1. Your attention is drawn to the terms and conditions of this permission. Any development which is carried out but which differs materially from the approved plans and details, or does not comply with any condition(s) or planning obligation(s) attached to the permission may result in the Council taking action to remedy the breach of planning control. If you are in any doubt please contact the Council.

2. Your attention is drawn to the requirement for submission of a Building Regulations application for the proposed development. Please contact Building Control on 0118 937 2449 for advice.

3. i) The attention of the applicant is drawn to Section 59 of the Highways Act 1980, which enables the Highway Authority to recover expenses due to damage caused by extraordinary traffic.

ii) Any works affecting the Highway shall be in accordance with Reading Borough's Council's document "Guidance Notes for Activities on the Public Highway within the Borough of Reading". The applicant should note that compliance with this document is mandatory and licences to work on the Highway will only be issued if the requirements contained within it are met. A copy can be obtained from the Council's website.

4. The occupiers of the residential unit(s) will not be automatically entitled to an on-street car parking permit. Current and new occupiers should be informed of this and be advised to find out more about parking permits on the Council's website. There is already a high level of on street car parking in the area and the site is located close to local facilities, with frequent public transport services on nearby roads.

5. To minimise the disturbance by noise of future residential occupiers of the units and its effect on neighbouring residents, residential accommodation must be designed and constructed so as to achieve the insulation requirements set out in Building Regulations Approved Document E.

6. A section 106 Agreement has been completed for this development. A copy of the S106 Legal Agreement is available on the Council's Public Register of Planning.

7. In accordance with Article 35 (DMPO 2015) some conditions have been highlighted (with a *) to make clear that they require approval from the Local Planning Authority before any development begins. This because the details need to be designed or works implemented before any other works start on the site or are of a nature that it would be impractical to consider after work has started.

981st April 2015. CIL is a way of securing financial contributions towards infrastructure from new development, and partially replaces the Section 106 planning obligation regime. It is a set charge per sq m of floorspace for different uses, and, unlike Section 106, it is non-negotiable. It applies to developments which result in at least one

Date: **DRAFT - SUBJECT TO S106**

SDV
Assistant Director of Planning, Transport and
Public Protection Services



dwelling; where the space has not been in lawful use for 6 months within the last 3 years or 100 sq m of new floorspace. If chargeable you will be sent a CIL Liability Notice with the calculated amount soon.

CIL becomes payable on commencement of the development or by instalments. For more information go to:

http://www.reading.gov.uk/media/2791/Community-Infrastructure-Levy-Advice-to-Applicants/pdf/CIL_Advice_to_Applicants.pdf

9. The Local Planning Authority has worked positively and proactively with the applicant to resolve relevant matters to allow permission to be granted within the agreed extended timescale for the decision to be issued.

Date: DRAFT - SUBJECT TO S106

SDV

Assistant Director of Planning, Transport and
Public Protection Services

NOTES

APPEALS TO THE SECRETARY OF STATE

If you are aggrieved by the decision of the Council to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.

If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an enforcement notice, if you want to appeal against the Council's decision on the application you must do so within 28 days of the date of this notice.

If an enforcement notice is served relating to the same or substantially the same land and development as in your application and you want to appeal against the Council's decision on your application, you must do so within 28 days of the date of service of the enforcement notice, or within 6 months (or 12 weeks in the case of a householder appeal) of the date of this notice, whichever period expires earlier.

If the above circumstances do not apply, any appeal must be made within the following time limits.

If this is a householder application and you want to appeal against the Council's decision then you must do so within 12 weeks of the date of this notice. If this is an advertisement application and you want to appeal against your local planning authority's decision then you must do so within 8 weeks of the date of this notice. If you want to appeal against your local planning authority's decision for any other type of application (which is not a householder or advertisement application, or an application for a Certificate of Lawfulness) then you must do so within 6 months of the date of this notice.

Appeals can be made online at: <https://www.gov.uk/planning-inspectorate>.

If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.

The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. Further details are on GOV.UK.

Purchase Notices

If either the Local Planning Authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted. In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

Street Naming & Numbering

You must contact Reading Borough Council to:

- Name or number a new development
- Name a new street
- Get addresses for flat conversions
- Name or rename an existing building

Otherwise the following may occur:

- You will not have an official address or postcode. When your property goes through the official process it may be given a different address and Postcode than you are currently using.
- You may have difficulty receiving mail
- You may have problems when buying goods or services such as utilities and telecommunications
- The emergency services may have difficulty locating you.
- You may have problems accessing Council services such as Education, Parking Services and Electoral Registration.

The Council is responsible for assigning house names and numbers and street names. It is also responsible for updating the National Land and Property Gazetteer (NLPG) which is a list of addresses which meet a common standard (BS7666) used throughout the country.

When a new address or change of address is requested, the Council contacts Royal Mail who check the address on behalf of the Emergency Services, assign a postcode and add it to their Postal Address File (PAF). The PAF list is used by many companies and services to check addresses, authenticate transactions and order goods, as well as deliver mail, so it is in your interest for your address to be on that list. Royal Mail will not create an address until requested to do so by the Council.

How to apply:

Email us using streetnamingnumbering@reading.gov.uk

Or telephone us on 0118 9373737

What we need to complete your request:

For new addresses or flat conversions:

- Site layout plan containing plot numbers
- Location plan - No bigger than A3 size (hard copy, PDF, JPEG or AutoCAD) showing the site boundary, including the new development, together with surrounding buildings for reference
- Anticipated completion and occupation dates

For change of address:

- You must be, or have authorisation from, the owner to request a change of address.
- Floor plan of the existing property
- Reason for change

Once created, the Council informs various bodies of your new address including the Emergency Services, Council Tax, Land Registry and utility companies as well as adding it to the National Land and Property Gazetteer.

Please be advised that companies and services using the PAF file only update the addresses monthly, quarterly or even less frequently, therefore it may take a while for your address to be listed in some places. It will, however, appear on the Royal Mail website within a few days once it has been added to the live address file.

Reading Borough Council has no control over the frequency by which other organisations update their address files.

THE SIXTH SCHEDULE

("Deferred Affordable Housing Contribution Appraisal")

$$X = (((((A+B)-C)-((D+E)-F)-P)+G) \times 0.5$$

A = GDV achieved on sale of / lease of 75% of residential units and GDV from other parts of the development sold / let and other income receipts (£)

B = Estimated GDV for parts of the development that are yet to be sold/let and other income sources (£)

C = GDV determined as part of the assessment of viability at the time planning permission was granted (or as determined in previous review) (£)

D = Development Costs Incurred at the time of review (£)

E = Estimated Development costs for remainder of the development (£)

F = Total build costs determined as part of the assessment of viability at the time planning permission was granted (or as determined in previous review) (£)

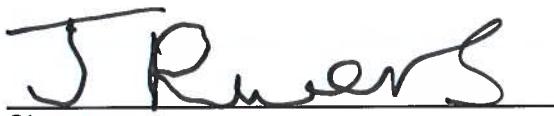
P = $(A + B - C) \times Y$; Developer profit on change in GDV (£)

Y = Developer profit as a percentage of GDV as determined at the time planning permission was granted (%)

G = Deficit: Residual Land Value (RLV) – Benchmark Land Value (BLV) as determined at the time planning permission was granted (or as determined in previous review) (£)

EXECUTED as a deed by the parties hereto and delivered on the date written at the start of this deed

Signed as a deed by **JOHN RIVERS**


Signature

in the presence of

Signature of witness:

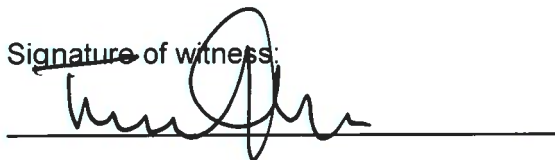

Witness name (in CAPITALS):

Address: Timothy Cameron
The Merriman Partnership
107 High Street
Marlborough SN8 1LN
Solicitor

Signed as a deed by **KIM JULIE CHAPMAN**


Signature

in the presence of

Signature of witness:


Witness name (in CAPITALS):

Address: Timothy Cameron
The Merriman Partnership
107 High Street
Marlborough SN8 1LN
Solicitor

EXECUTED (BUT NOT DELIVERED UNTIL)
THE DATE HEREOF) by the affixing of THE)
COMMON SEAL of **READING BOROUGH**)
COUNCIL in the presence of:-


) Authorised Signatory

Minute	PAC(4)(b) 18.10.2022 24.5.23
Original	PT
Seal No.	205/23
Checked	

DATED 28th June **2023**

JOHN RIVERS and KIM JULIE CHAPMAN (1)

("the Owners")

and

READING BOROUGH COUNCIL (2)

("the Council")

AGREEMENT

constituting a Planning Obligation relating to land at

85 Pell Street Reading RG1 2NP

(Planning Application No. 201757)

Michael Graham LLB (Hons);
MBA
Head of Legal Services
Reading Borough Council
IKEN 021330