

THIS DEED is made on this day of **17th OCTOBER**

2016

Between

MULBERRY PARK INVESTMENT (S.E.) LIMITED of 3rd Floor, Sterling House, Lanston Road, Loughton IG10 3TS (the 'Owner')

READING BOROUGH COUNCIL of Civic Offices, Bridge Street, Reading, RG1 2LU (the 'Council')

BACKGROUND

- (A) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 (as amended) for the area in which the Property is situated
- (B) The Owner owns the Property free from incumbrances
- (C) The Owner has made the Planning Application and is proposing to carry out the Development
- (D) The Owner gives this undertaking in accordance with the Council's Employment, Skills and Training, Supplementary Planning Document, the Council's Affordable Housing Supplementary Planning Document and Reading Borough Local Development Framework 'Core Strategy' with Alteration Adopted 27th January 2015.

AGREED TERMS

1. Definitions and Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this Deed:

"Affordable Housing"; means social rented housing affordable rented housing and intermediate housing as defined in Annex 2 of the National Planning Policy Framework published on 27th March 2012 or any subsequent definition in any revision amendment or re-enactment thereof published by the UK Government

'Affordable Housing Contribution'; means the sum of £50,000 (Fifty Thousand Pounds) as increased by the Indexation provision in Clause 2.6 payable under Clause 2.5 of this Deed as a contribution towards the cost of the provision or improvement/alteration of Affordable Housing which sum is to be committed

for expenditure by the Council for this purpose using the following hierarchical order:-

1. Within the Ward of Abbey located within the Borough of Reading
2. Within the Borough of Reading

'Commencement of Development'; the carrying out in relation to the Development of any material operation as defined by Section 56 (4) of the Town and Country Planning Act 1990 and **'Commenced and Commences'** shall be construed accordingly

'Commencement Date'; the date of Commencement of Development

'Council'; Reading Borough Council of Civic Offices, Bridge Street, Reading, RG1 2LU

'Development'; the development of the Property described in the Planning Application namely the change of use, conversion, extensions and various associated works to former Gas Works Buildings to create a part 4, 5 and 6 storey building adjacent to the River Kennet and a 3 storey building fronting Gas Works Road, providing 20 (10x1, 9x2 and 1x3-bed) residential units (Class C3)

'Dwelling'; a building or part of a building designed for residential occupation by a single household to be constructed or used on the Property in accordance with the Planning Permission and **Dwelling and Dwellings** shall be construed accordingly

'Employment, Skills and Training Contribution' means the sum of £3869.02 (Three thousand, eight hundred and sixty-nine pounds and two pence) as increased by the Indexation provision in Clause 2.6 payable under Clause 2.5 of this Deed

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

"Occupation"; means (for the purposes of the covenant in Clause 2.5) the first beneficial occupation of the first Dwelling for residential purposes following Commencement of the Development and **"Occupied"** shall be construed accordingly

'Plan'; the plan attached to this Deed

'Property'; the freehold land at 'Land on the north and south sides of Gas Works Road and the site of Gas Works Road, Reading' shown edged red on the Plan and registered at HM Land Registry with absolute title under title number **BK365881**

'Planning Application'; an application for Planning Permission registered by the Council under reference number **160378**

'Planning Permission'; the planning permission to be granted by the Council in respect of the Planning Application

- a) the Council in respect of the Planning Application; or,
- b) the Secretary of State under an appeal in respect of the Planning Application under the Town and Country Planning Act 1990

'Working Day'; a day (other than a Saturday, Sunday or public holiday in England when banks in London are open for business

- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality)
- 1.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established
- 1.4 Unless the context otherwise requires, words in the singular include the plural and in the plural shall include the singular
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders
- 1.6 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
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time; provided that, as between the parties, no such amendment, extension or re-enactment shall apply to the deed to the extent that it would impose any new or extended obligation,

liability or restriction, on, or otherwise adversely affect the rights of, any party

- 1.8 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision
- 1.9 A reference to writing or written does not include faxes or emails
- 1.10 A reference to "this Deed" or to any other agreement or document referred to in this Deed is a reference to this Deed or such other document or deed as varied or novated (in each case, other than in breach of the provisions of this Deed) from time to time
- 1.11 References to Clauses and plans are to the Clauses and plans of this Deed
- 1.12 An obligation in this Deed on a person not to do something includes an obligation not to agree or allow that thing to be done
- 1.13 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
- 1.14 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

NOW THIS DEED WITNESSES AS FOLLOWS:

- 2.1 This Deed is given under Section 106 of the Town and Country Planning Act 1990 (TCPA 1990), Section 111 of the Local Government Act 1972 and any other enabling powers
- 2.2 The obligations contained in this Deed are planning obligations for the purposes of Section 106 of the TCPA 1990 and are enforceable by the Council in accordance with Section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns
- 2.3 With the exception of Clause 2.8 this Deed shall come into effect on the date of grant of Planning Permission
- 2.4 This Deed shall be determined and have no further effect if the Planning

Permission expires before the Commencement of Development

2.5 The Owner covenants with the Council:

- (a) to pay the Affordable Housing Contribution as increased by the indexation provision in Clause 2.6 to the Council no later than the date of first Occupation of a Dwelling to be Occupied and not to Occupy any Dwelling until such payment has been made to the Council in full including any interest due thereon under the terms of this Unilateral Undertaking;**
- (b) to pay the Employment Skills and Training Contribution as increased by the indexation provision in Clause 2.6 to the Council on or prior to the Commencement Date;**
- (c) to give at least five Working Days written notice to the Council of the Commencement Date and the date of the first Occupation of the first Dwelling to be Occupied which notices shall be given to the Head of Planning, Development and Regulatory Services at Civic Offices, Bridge Street, Reading, RG1 2LU**

2.6 The amount of any contribution payable under the provisions of Clause 2.5 of this Unilateral Undertaking shall be increased by an amount equivalent to the increase in the Index from the date of this Deed until the date on which the respective contribution is payable

2.7 If any payment due under this Unilateral Undertaking is paid late interest at the rate of 4% per annum above the base rate of the Lloyds Bank PLC for the time being in force will be payable to the Council from the date payment is due to the date of payment

2.8 No person shall be liable for any breach of an obligation, restriction or covenant contained in this Deed after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest

2.9 No waiver (whether express or implied) by the Council of any breach of or default by the Owner in performing or observing any of the terms of or covenants obligations or restrictions in this Unilateral Undertaking 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 Owner

- 2.10 Any payments due to the Council under the terms of this Unilateral Undertaking (SAVE AND EXCEPT for the legal fees and the monitoring fee payable to the Council under the provisions of the Clause 2.12) 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 reference: Land at Land on the north and south sides of Gas Works Road (S106 No.4255)

- 2.11 This Deed is a Local Land Charge and shall be registered as such by the Council

- 2.12 The Owner shall pay to the Council on the date of this Deed:-

- (a) the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, completion and registration of this Deed and
- (b) 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 this Unilateral Undertaking in the sum of £300.00

- 2.13 The Owner warrants that no person other than the Owner has any legal or equitable interest in the Property

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

EXECUTED as a Deed by the said)

MULBERRY PARK INVESTMENT)

(S.E.) LIMITED acting by Director)

in the presence of.)

Signature of Director: _____

Signature of Witness: _____

Name of Witness: _____

NICOLA TAYLOR

Address of Witness: _____

196 MOORFIELD

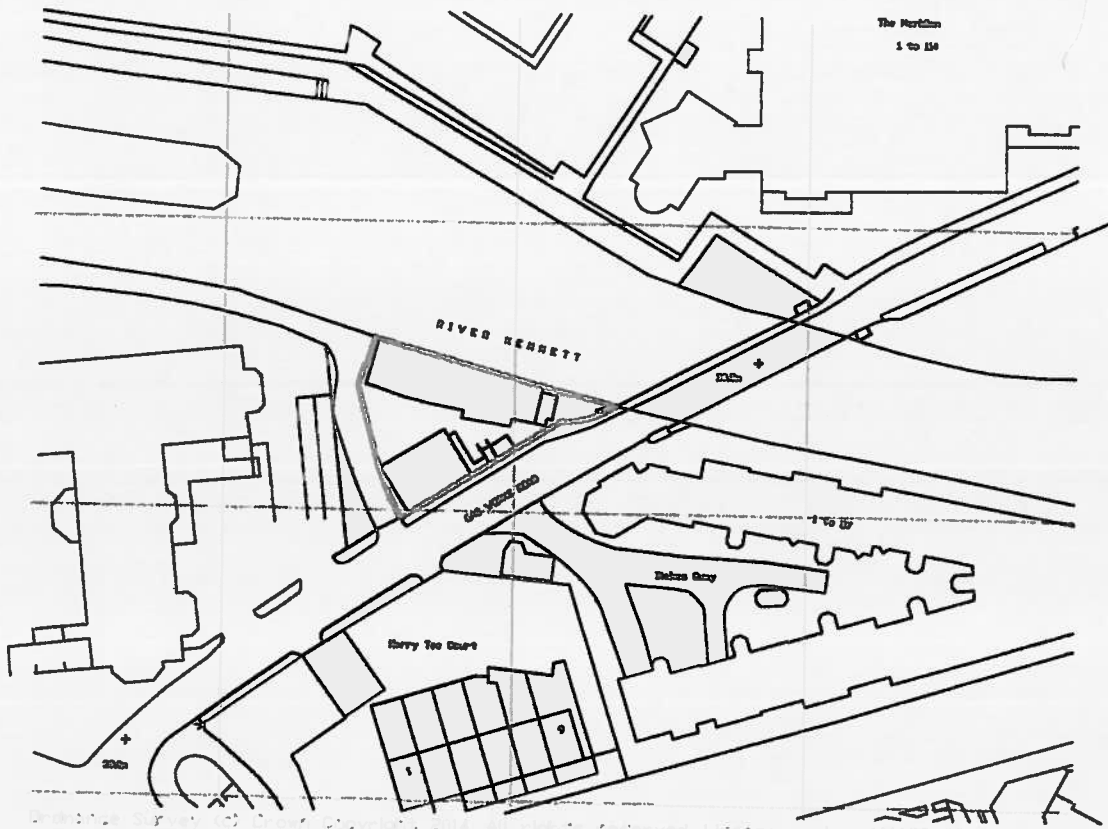
HARLOW

ESSEX CM18 7QL

Occupation of Witness: _____

PERSONAL ASSISTANT

17.10.16



Site Location Plan

Site Area

651.67m² 0.0651 ha

0.161 Acres

0m 10 20 30 40 50 60
scale bar

Project Title

Land at
Gas Works Road
Reading
RG1 3EE

Scale 1 : 1250 @ A4

Date June 2014

