

DATED 1st August 2024

OYINKANSOLA KOFOWOROLA ODUYA and CHARLES LUTTAH ODUYA
(the Owners) (1)

and

SANTANDER UK PLC
(the First Mortgagee) (2)

and

TANDEM HOME LOANS LIMITED
(the Second Mortgagee) (3)

and

READING BOROUGH COUNCIL
(the Council) (4)

AGREEMENT

constituting Planning Obligations
relating to land at

8 Wetherby Close, Emmer Green, Reading, RG4 8UD

(Appl. No. 230483)

Michael Graham LLB (Hons);
MBA
Assistant Director of Legal and
Democratic Services
Reading Borough Council
Civic Offices Bridge Street
Reading RG1 2LU
IKEN NO. 023871

THIS AGREEMENT is made the 7th day of August 2024

BETWEEN:

- (1) OYINKANSOLA KOFOWOROLA ODUYA and CHARLES LUTTAH ODUYA of 8 Wetherby Close, Emmer Green, Reading, RG4 8UD (hereinafter referred to as "the Owners"); and
- (2) SANTANDER UK PLC (company registration number 2294747) of 2 Triton Square, Regent's Place, London, NW1 3AN ("the First Mortgagee"); and
- (3) TANDEM HOME LOANS LIMITED (company registration number 05667257) of Viscount Court, Sir Frank Whittle Way, Blackpool, United Kingdom, FY4 2FB ("the Second Mortgagee"); and
- (4) 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 Section 106 of the 1990 Act.

B. The 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.

C. Land Ownership

The Owners are the registered proprietors of the freehold interest in the Application Land under HM Land Registry title number BK51044 and have an interest in the Application Land within the meaning of section 106(9)(b) of the 1990 Act

The First Mortgagee has the benefit of a legal charge dated 23 May 2022 which is registered at HM Land Registry under title number BK51044 and has an interest in the Application Land within the meaning of section 106(9)(b) of the 1990 Act.

The Second Mortgagee has the benefit of a legal charge dated 18 September 2023 which is pending registration at HM Land Registry under title number BK51044 and has an interest in the Application Land within the meaning of section 106(9)(b) of the 1990 Act.

D. Planning Application

An application (given reference 230483 by the Council) has been submitted to the Council for the development of the Application Land.

E. Planning Permission

The Council and the Owners having regard to the Council's statutory 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. Community Infrastructure Regulations 2010 (as amended)

The Parties 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 agreed as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 The following expressions shall have the following meanings which for the avoidance of doubt shall apply to all parts of this Agreement:

1990 Act means the Town and Country Planning Act 1990 as amended;

Agreement means this planning obligation by agreement pursuant to Section 106 of the 1990 Act;

Application means the application for planning permission submitted to the Council and given reference number 230483;

Application Land means the land described in the First Schedule;

Development means the Proposed New Annex Outbuilding with Demolition of the existing outbuilding to be permitted by the Planning Permission.

Effective Date means the date of this Agreement.

Implementation means the carrying out of a material operation as defined in Section 56(4) of the 1990 Act;

Occupation means (as the context permits) beneficial occupation for the purposes permitted by the Planning Permission of any building constructed on the Application Land within the Development PROVIDED THAT, for the avoidance of any doubt, occupation for the purposes of construction and fitting out shall not constitute Occupation (and **Occupy** and **Occupied** shall be construed accordingly).

Outbuilding means the proposed ancillary annex on the Application Land as shown coloured dark grey and labelled "02" on the Plan attached hereto

Party means each party to this Agreement and its respective successors and those deriving title under it (and **Parties** shall be construed accordingly).

Planning Permission means planning permission granted by the Council pursuant to the Application substantially in the form of the draft set out in Appendix 2 to this Agreement.

Principal Dwellinghouse means the dwellinghouse situated on the Land on the Effective Date

Interpretation

- 1.2 Clause headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes a natural person corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any Party shall include that Party's successors in title and assigns and personal representatives.

- 1.8 References in this Agreement to the Council shall include any successor to its functions as the local planning authority in relation to the Application Land and any body to which all or part of its functions may lawfully have been transferred.
- 1.9 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 and an obligation on a person to do something includes an obligation to procure that thing to be done.
- 1.10 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.
- 1.11 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.
- 1.12 Save as specified to the contrary 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.
- 1.13 A reference to writing or written does not include faxes or e-mail.
- 1.14 References to Clauses, Plans, Schedules, Paragraphs and Appendices are to the Clauses, Plans, Schedules, Paragraphs and Appendices of this Agreement.

2. CONDITIONALITY

- 2.1 Subject to Clause 2.2 below this Agreement shall have immediate effect.
- 2.2 The covenants by the Owners in the Second Schedule are conditional upon the granting of the Planning Permission and Implementation of the Development.

3. LEGAL EFFECT

- 3.1 This Agreement is made pursuant to:
- (a) section 106 of the 1990 Act,
 - (b) section 1 of the Localism Act 2011,
 - (c) section 111 of the Local Government Act 1972, and
 - (d) all other enabling powers,

with an intent to bind (jointly and severally) the Owners' interest in the Application Land (and each and every part of it) subject to the provisions of Clause 2 (conditionality), 4 (the Owner's obligations), 9 (lapse) and 5 (release).

3.2 This Agreement is a planning obligation within the meaning of section 106 of the 1990 Act and the obligations contained within it shall, subject to the provisions of the Agreement, be enforceable by the Council against the Owners (including its successors in title and those deriving title from the Owners).

3.3 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. THE OWNER'S OBLIGATIONS

4.1 The Owners covenants with the Council, so as to bind the entirety of its interest in the Application Land, to comply with the restrictions, covenants and requirements set out in Second Schedule of this Agreement.

4.2 The Owners covenants with the Council not to encumber nor deal with the Application Land (or any part of it) in any manner pursuant to which the Owner may be prevented from carrying out its covenants and obligations contained in this Agreement.

5. RELEASE

5.1 The Owners shall upon parting:

- (a) with their interest in any part of the Application Land be released from all obligations and duties under the terms of this Agreement insofar as they relate to, or are binding on, that part of the Application Land; and
- (b) with their entirety of its interest in the Application Land be released from all liabilities whatsoever under the terms of this Agreement.

5.2 The releases provided for in this Clause 5 shall not apply to any prior or existing breach of this Agreement as at the date of disposal.

7. RIGHTS OF THIRD PARTIES

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

8. LOCAL LAND CHARGE

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

9. LAPSE

- 9.1 The obligations in this Agreement shall cease to have effect (insofar only as they have not already been complied with) if the Planning Permission is quashed, revoked or modified (without the consent of the Owners) or is withdrawn or expires prior to Implementation of the Development.

10. LEGAL FEES

- 10.1 The Owners shall pay the Council's legal costs and expenses incurred in the preparation, negotiation and completion of this Agreement in the sum of ONE THOUSAND FIVE HUNDRED POUNDS (£1,500.00) such sum to be paid to the Council prior to the Effective Date.

11. MONITORING FEE

- 11.1 The Owners 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 FOUR HUNDRED POUNDS (£400.00) such sum to be paid to the Council prior to the Effective Date.

12. PAYMENTS TO THE COUNCIL

- 12.1 Any payments due to the Council under the terms of this Agreement 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: S10623871230483 or such other reference quoted in relevant S106 Demand Notice issued in respect of the obligation.

13. MORTGAGEE'S CONSENT

- 13.1 The First Mortgagee acknowledges and declares that this Agreement has been entered into by the Owners with its consent and that the security of its charge over the

Application Land shall take effect subject to this Agreement PROVIDED THAT the First Mortgagee shall have no liability under this Agreement unless it takes possession of the Application Land in which case it shall be deemed to be a successor in title to the Owners.

- 13.2 The Second Mortgagee acknowledges and declares that this Agreement has been entered into by the Owners with its consent and that the security of its charge over the Application Land shall take effect subject to this Agreement PROVIDED THAT the Second Mortgagee shall have no liability under this Agreement unless it takes possession of the Application Land in which case it shall be deemed to be a successor in title to the Owners.

14. FUTURE SECTION 73 PERMISSION

- 14.1 In the event that any new planning permission(s) in respect of the Development is or are granted by the Council pursuant to section 73 of the 1990 Act (**Future S73 Permissions**) and unless otherwise agreed between the parties with effect from the date that the new planning permission is granted pursuant to section 73 of the 1990 Act:

- (a) the obligations in this Agreement shall (in addition to continuing to bind the Application Land in respect of the Planning Permission) relate to and bind the Application Land in respect of development pursuant to that Future S73 Permission(s); and
- (b) the definitions of Application, Development and Planning Permission shall be construed to include reference to any application for that Future S73 Permission(s), the Future S73 Permission(s) granted pursuant to that application and the development permitted by that Future S73 Permission(s); and
- (c) this Agreement shall be endorsed with the following words in respect of that Future S73 Permission(s) (with the blank spaces completed with the reference number and date of issue of the relevant Future S73 Permission(s)):

'The obligations in this Agreement relate to and bind the Application Land in respect of development pursuant to a new planning permission reference [] granted on [] 20[] pursuant to section 73 of the Town and Country Planning Act 1990 (as amended).'

PROVIDED THAT nothing in this Clause shall fetter the general discretion of the Council in determining any application(s) under section 73 of the 1990 Act including a requirement for a new deed or a supplemental deed to be entered into pursuant to section 106 and/or section 106A of the 1990 Act before that application is determined by the Council.

15. RIGHT OF ACCESS

- 15.1 Without prejudice to the Council's statutory rights of entry the Owners shall permit the Council and its authorised employees and agents upon reasonable prior written notice to enter the Application Land at all reasonable times for the purpose of verifying whether or not any obligation or restriction arising under this Agreement has been performed or observed.

16. NO WAIVER

- 16.1 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 of any of them by the Owners.

17. NO FETTER ON DISCRETION

- 17.1 Nothing in this Agreement shall fetter or prejudice the Council's statutory rights, powers, discretions and responsibilities under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

18. SEVERANCE

- 18.1 Each clause, sub-clause, schedule or paragraph shall be separate, distinct and several from each other to the extent only that if any clause, sub-clause, schedule or paragraph becomes or is invalid because of a change of circumstances or any other unforeseen reasons or if any one or more of such clause, sub-clause, schedule or paragraph shall be held by the Courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such clause, sub-clause, schedule or paragraph be valid shall apply without prejudice to any other clause, sub-clause, schedule or paragraph contained in this Agreement.

19. JURISDICTION

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

In witness whereof the Parties have executed this Agreement as a deed the day and year first above written.

THE FIRST SCHEDULE

(The Land)

All that land at 8 Wetherby Close, Emmer Green, Reading, RG4 8UD the subject of the Application and which comprises the land registered at the Land Registry under Title Number BK51044 shown edged red on the Plan at Appendix 1 to this Agreement.

THE SECOND SCHEDULE

- 1 **Restriction on use of Outbuilding**
 - 1.1 Not to sell lease sub-let or otherwise dispose of or part with possession of the Outbuilding or any part or parts thereof separately from the Principal Dwellinghouse
 - 1.2 Not to sell lease sub-let or otherwise dispose of or part with possession of the Principal Dwellinghouse or any part or parts thereof separately from the Outbuilding
 - 1.3 Not to Occupy the Outbuilding at any time other than for purposes ancillary to the residential use of the Principal Dwellinghouse

Appendix 1

(the Plan)



Reading

Borough Council

Working better with you

**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: Mr Silviu Pasargiu
The White Building
33 King's Road
Reading
RG1 3AR

Application No: 230483
Application type: Householder

Applicant: Oyin Onduya

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: Proposed new annex outbuilding following demolition of the existing outbuilding

At: 8 Wetherby Close Emmer Green Reading RG4 8UD

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: subject to legal agreement

Assistant Director of Planning, Transport and
Public Protection Services

Application At: 8 Wetherby Close Emmer Green Reading RG4 8UD

Application No: 230483

Application type: Householder

CONDITIONS & REASONS

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

REASON: to prevent an accumulation of unimplemented planning permissions, and in accordance with Section 91 of the Town & Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004.

2. The materials to be used in the construction of the external surfaces of this development shall be as specified on the plans and/or application forms unless otherwise agreed in writing with the Local Planning Authority.

REASON: In the interests of visual amenity and ensuring the new development responds positively to the local context and character in accordance with Policy CC7 and Policy H9 of the Reading Borough Local Plan 2019.

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

Drawing No. PD.1 - Location Plan received 13th April 2023

Drawing No. PD.3 - Proposed Annex Ground Floor Plan received 13th April 2023

Drawing No. PD.5 - Illustrative Visual received 13th April 2023

Drawing No. PD.2 rev A - Proposed Block Plan received 21st June 2023

Drawing No. PD.4 rev A - Annex Proposed Elevations received 21st June 2023

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.

4. Protective measures, including fencing, ground protection, supervision and working procedures shall be carried out in accordance with the METHOD STATEMENT REPORT AS PER BS5837:2012 ANNEX and Tree Protection Plan PB/TPP-23/05.23 received on 7 June 2023. Protective fencing shall be erected prior to any works on site and retained until completion. Any deviation from the works prescribed or methods agreed in the report will require prior written approval from the Local Planning Authority.

REASON: In order to ensure that reasonable measures are taken to safeguard trees in the interests of local amenity and the enhancement of the development itself in accordance with Policy EN14 of the Reading Borough Local Plan 2019.

Date: subject to legal agreement



Assistant Director of Planning, Transport and
Public Protection Services



Reading

Borough Council

Working better with you

INFORMATIVES

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. Complaints are commonly received about noise and dust caused by construction and demolition works, particularly working outside reasonable hours and smoke from bonfires associated with the burning of waste on site. The developer is reminded that construction and demolition associated with the approved development will be subject to environmental health law.
4. During the course of construction, the developer should take care to ensure that no part of this development (foundations, eaves, guttering, etc.) would encroach on, under or across the boundary line with the adjoining property, as the requisite Notice has not been served on the owner of that property. This permission does not confer any right of access onto land that is not under the developer's control. The developer should also be mindful of the obligations and requirements of the Party Wall Act (1996) details of which can be found at:
www.communities.gov.uk/publications/planningandbuilding/partywall
5. 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.
6. You are advised to avoid the use of the grass verges for development related activity, e.g. storage of materials, due to the resulting potential harm to important street trees.

Date: subject to legal agreement

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/appeal-householder-planning-decision>

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.

Appendix 2
(The Draft Planning Permission)

Executed as a Deed by)
OYINKANSOLA KOLOWOROLA)
ODUYA)

sign here _____

In the presence of

print name _____

Witness signature:

Witness sign here _____

Witness name:

print name _____

Witness address:

Witness occupation:

Executed as a Deed by)
CHARLES LUTTAH ODUYA)
)

sign here _____

In the presence of

print name _____

Witness signature:

Witness sign here _____

Witness name:

print name _____

Witness address:

Witness occupation:

EXECUTED AS A DEED by SANTANDER UK PLC)

acting by a Director and its Secretary

/two Directors)


David Harrison
Service Advisor
Deeds Services
By authority of the Board of Directors
Santander UK plc

sign here

Director

print name

sign here

Director/Secretary

print name

EXECUTED AS A DEED by TANDEM HOME LOANS LIMITED)

acting by a Director and its Secretary

/two Directors)

sign here

Director

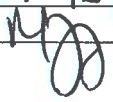
print name

sign here

Director/Secretary

print name

EXECUTED (BUT NOT DELIVERED <u>UNTIL</u> <u>THE DATE HEREOF</u>) by the affixing of <u>THE</u> <u>COMMON SEAL</u> of <u>READING BOROUGH</u> <u>COUNCIL</u> in the presence of:-	
	 Authorised Signatory

Minute	PAC 4 (a) 18.10.22
Originator	DA
Seal No.	292/24
Checked	

DATED 7th August 2024

OYINKANSOLA KOFOWOROLA ODUYA and CHARLES LUTTAH ODUYA
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TANDEM HOME LOANS LIMITED
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(Appl. No. 230483)

Michael Graham LLB (Hons);
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Assistant Director of Legal and
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IKEN NO. 023871

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The First Mortgagee has the benefit of a legal charge dated 23 May 2022 which is registered at HM Land Registry under title number BK51044 and has an interest in the Application Land within the meaning of section 106(9)(b) of the 1990 Act.

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F. Community Infrastructure Regulations 2010 (as amended)

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Principal Dwellinghouse means the dwellinghouse situated on the Land on the Effective Date

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- 1.3 A person includes a natural person corporate or unincorporated body (whether or not having separate legal personality).
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- 1.5 Unless the context otherwise requires words in the singular shall include the plural and in the plural shall include the singular.
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- 1.11 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.
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- 1.13 A reference to writing or written does not include faxes or e-mail.
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- 2.2 The covenants by the Owners in the Second Schedule are conditional upon the granting of the Planning Permission and Implementation of the Development.

3. LEGAL EFFECT

- 3.1 This Agreement is made pursuant to:
- (a) section 106 of the 1990 Act;
 - (b) section 1 of the Localism Act 2011;
 - (c) section 111 of the Local Government Act 1972; and
 - (d) all other enabling powers,

with an intent to bind (jointly and severally) the Owners' interest in the Application Land (and each and every part of it) subject to the provisions of Clause 2 (conditionality), 4 (the Owner's obligations), 9 (lapse) and 5 (release).

3.2 This Agreement is a planning obligation within the meaning of section 106 of the 1990 Act and the obligations contained within it shall, subject to the provisions of the Agreement, be enforceable by the Council against the Owners (including its successors in title and those deriving title from the Owners).

3.3 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. THE OWNER'S OBLIGATIONS

4.1 The Owners covenants with the Council, so as to bind the entirety of its interest in the Application Land, to comply with the restrictions, covenants and requirements set out in Second Schedule of this Agreement.

4.2 The Owners covenants with the Council not to encumber nor deal with the Application Land (or any part of it) in any manner pursuant to which the Owner may be prevented from carrying out its covenants and obligations contained in this Agreement.

5. RELEASE

5.1 The Owners shall upon parting:

- (a) with their interest in any part of the Application Land be released from all obligations and duties under the terms of this Agreement insofar as they relate to, or are binding on, that part of the Application Land; and
- (b) with their entirety of its interest in the Application Land be released from all liabilities whatsoever under the terms of this Agreement.

5.2 The releases provided for in this Clause 5 shall not apply to any prior or existing breach of this Agreement as at the date of disposal.

7. RIGHTS OF THIRD PARTIES

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

8. LOCAL LAND CHARGE

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

9. LAPSE

- 9.1 The obligations in this Agreement shall cease to have effect (insofar only as they have not already been complied with) if the Planning Permission is quashed, revoked or modified (without the consent of the Owners) or is withdrawn or expires prior to Implementation of the Development.

10. LEGAL FEES

- 10.1 The Owners shall pay the Council's legal costs and expenses incurred in the preparation, negotiation and completion of this Agreement in the sum of ONE THOUSAND FIVE HUNDRED POUNDS (£1,500.00) such sum to be paid to the Council prior to the Effective Date.

11. MONITORING FEE

- 11.1 The Owners 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 FOUR HUNDRED POUNDS (£400.00) such sum to be paid to the Council prior to the Effective Date

12. PAYMENTS TO THE COUNCIL

- 12.1 Any payments due to the Council under the terms of this Agreement 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: S10623871230483 or such other reference quoted in relevant S106 Demand Notice issued in respect of the obligation.

13. MORTGAGEE'S CONSENT

- 13.1 The First Mortgagee acknowledges and declares that this Agreement has been entered into by the Owners with its consent and that the security of its charge over the

Application Land shall take effect subject to this Agreement PROVIDED THAT the First Mortgagee shall have no liability under this Agreement unless it takes possession of the Application Land in which case it shall be deemed to be a successor in title to the Owners.

- 13.2 The Second Mortgagee acknowledges and declares that this Agreement has been entered into by the Owners with its consent and that the security of its charge over the Application Land shall take effect subject to this Agreement PROVIDED THAT the Second Mortgagee shall have no liability under this Agreement unless it takes possession of the Application Land in which case it shall be deemed to be a successor in title to the Owners.

14. FUTURE SECTION 73 PERMISSION

- 14.1 In the event that any new planning permission(s) in respect of the Development is or are granted by the Council pursuant to section 73 of the 1990 Act (Future S73 Permissions) and unless otherwise agreed between the parties with effect from the date that the new planning permission is granted pursuant to section 73 of the 1990 Act:

- (a) the obligations in this Agreement shall (in addition to continuing to bind the Application Land in respect of the Planning Permission) relate to and bind the Application Land in respect of development pursuant to that Future S73 Permission(s); and
- (b) the definitions of Application, Development and Planning Permission shall be construed to include reference to any application for that Future S73 Permission(s), the Future S73 Permission(s) granted pursuant to that application and the development permitted by that Future S73 Permission(s); and
- (c) this Agreement shall be endorsed with the following words in respect of that Future S73 Permission(s) (with the blank spaces completed with the reference number and date of issue of the relevant Future S73 Permission(s)):

'The obligations in this Agreement relate to and bind the Application Land in respect of development pursuant to a new planning permission reference [] granted on [] 20[] pursuant to section 73 of the Town and Country Planning Act 1990 (as amended).'

PROVIDED THAT nothing in this Clause shall fetter the general discretion of the Council in determining any application(s) under section 73 of the 1990 Act including a requirement for a new deed or a supplemental deed to be entered into pursuant to section 106 and/or section 106A of the 1990 Act before that application is determined by the Council.

15. RIGHT OF ACCESS

- 15.1 Without prejudice to the Council's statutory rights of entry the Owners shall permit the Council and its authorised employees and agents upon reasonable prior written notice to enter the Application Land at all reasonable times for the purpose of verifying whether or not any obligation or restriction arising under this Agreement has been performed or observed.

16. NO WAIVER

- 16.1 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 of any of them by the Owners.

17. NO FETTER ON DISCRETION

- 17.1 Nothing in this Agreement shall fetter or prejudice the Council's statutory rights, powers, discretions and responsibilities under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

18. SEVERANCE

- 18.1 Each clause, sub-clause, schedule or paragraph shall be separate, distinct and several from each other to the extent only that if any clause, sub-clause, schedule or paragraph becomes or is invalid because of a change of circumstances or any other unforeseen reasons or if any one or more of such clause, sub-clause, schedule or paragraph shall be held by the Courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such clause, sub-clause, schedule or paragraph be valid shall apply without prejudice to any other clause, sub-clause, schedule or paragraph contained in this Agreement.

19. JURISDICTION

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

In witness whereof the Parties have executed this Agreement as a deed the day and year first above written.

THE FIRST SCHEDULE

(The Land)

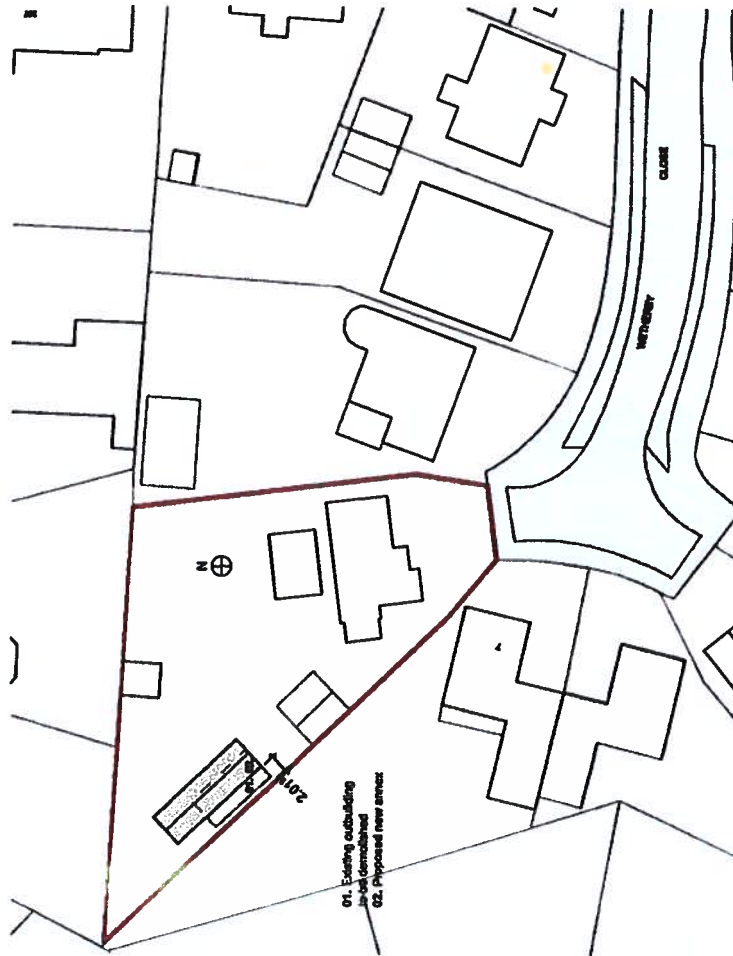
All that land at 8 Wetherby Close, Emmer Green, Reading, RG4 8UD the subject of the Application and which comprises the land registered at the Land Registry under Title Number BK51044 shown edged red on the Plan at Appendix 1 to this Agreement.

THE SECOND SCHEDULE

- 1 Restriction on use of Outbuilding**
- 1.1 Not to sell lease sub-let or otherwise dispose of or part with possession of the Outbuilding or any part or parts thereof separately from the Principal Dwellinghouse**
- 1.2 Not to sell lease sub-let or otherwise dispose of or part with possession of the Principal Dwellinghouse or any part or parts thereof separately from the Outbuilding**
- 1.3 Not to Occupy the Outbuilding at any time other than for purposes ancillary to the residential use of the Principal Dwellinghouse**

Appendix 1

(the Plan)



W-04 Proposed Site Plan 1:500

Project Name: Wetherby Close

Address: 8 Wetherby Close, Reading, RG4 8UD

Status: Planning

Drawing Name: Proposed Site Plan

Drawing No.: PO.2

Scale: as indicated @ A3

Date: 12/08/2022

Rev	CD	Change Name	Date

1:1250 0 12.5 25 37.5 50 62.5 1:200 0 2 4 6 8 10 1:100 0 2 4 6 8 10 1:50 0 0.5 1 1.5 2 2.5

All dimensions to be confirmed on site. This drawing is to be used in conjunction with other drawings in this series and all relevant consultation drawings and correspondence shall be read in conjunction with this drawing. It is not intended for use for any other purpose other than indicated on this drawing. Please report any discrepancy on this drawing.

OUTSETTHINK
ARCHITECTS

Appendix 2
(The Draft Planning Permission)



Reading
Borough Council

Working better with you

**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: Mr Silviu Pasargiu
The White Building
33 King's Road
Reading
RG1 3AR

Application No: 230483
Application type: Householder

Applicant: Oyin Onduya

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: Proposed new annex outbuilding following demolition of the existing outbuilding

At: 8 Wetherby Close Emmer Green Reading RG4 8UD

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: subject to legal agreement

**Assistant Director of Planning, Transport and
Public Protection Services**

Application At: 8 Wetherby Close Emmer Green Reading RG4 8UD

Application No: 230483

Application type: Householder

CONDITIONS & REASONS

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

REASON: to prevent an accumulation of unimplemented planning permissions, and in accordance with Section 91 of the Town & Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004.

2. The materials to be used in the construction of the external surfaces of this development shall be as specified on the plans and/or application forms unless otherwise agreed in writing with the Local Planning Authority.

REASON: In the interests of visual amenity and ensuring the new development responds positively to the local context and character in accordance with Policy CC7 and Policy H9 of the Reading Borough Local Plan 2019.

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

Drawing No. PD.1 - Location Plan received 13th April 2023

Drawing No. PD.3 - Proposed Annex Ground Floor Plan received 13th April 2023

Drawing No. PD.5 - Illustrative Visual received 13th April 2023

Drawing No. PD.2 rev A - Proposed Block Plan received 21st June 2023

Drawing No. PD.4 rev A - Annex Proposed Elevations received 21st June 2023

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.

4. Protective measures, including fencing, ground protection, supervision and working procedures shall be carried out in accordance with the METHOD STATEMENT REPORT AS PER BS5837:2012 ANNEX and Tree Protection Plan PB/TPP-23/05.23 received on 7 June 2023. Protective fencing shall be erected prior to any works on site and retained until completion. Any deviation from the works prescribed or methods agreed in the report will require prior written approval from the Local Planning Authority.

REASON: In order to ensure that reasonable measures are taken to safeguard trees in the interests of local amenity and the enhancement of the development itself in accordance with Policy EN14 of the Reading Borough Local Plan 2019.

Date: subject to legal agreement



Assistant Director of Planning, Transport and
Public Protection Services

INFORMATIVES

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. Complaints are commonly received about noise and dust caused by construction and demolition works, particularly working outside reasonable hours and smoke from bonfires associated with the burning of waste on site. The developer is reminded that construction and demolition associated with the approved development will be subject to environmental health law.

4. During the course of construction, the developer should take care to ensure that no part of this development (foundations, eaves, guttering, etc.) would encroach on, under or across the boundary line with the adjoining property, as the requisite Notice has not been served on the owner of that property. This permission does not confer any right of access onto land that is not under the developer's control. The developer should also be mindful of the obligations and requirements of the Party Wall Act (1996) details of which can be found at:

www.communities.gov.uk/publications/planningandbuilding/partywall

5. 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.

6. You are advised to avoid the use of the grass verges for development related activity, e.g. storage of materials, due to the resulting potential harm to important street trees.

Date: subject to legal agreement



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/appeal-householder-planning-decision>

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.

Executed as a Deed by
OYINKANSOLA KOLOWOROLA
ODUYA

)
)
)

sign here: _____

In the presence of:

print name: _____

Witness signature:

Witness sign here: _____

Witness name:

print name: _____

Witness address:

Witness occupation:

Executed as a Deed by
CHARLES LUTTAH ODUYA

)
)
)

sign here: _____

In the presence of:

print name: _____

Witness signature:

Witness sign here: _____

Witness name:

print name: _____

Witness address:

Witness occupation:

EXECUTED AS A DEED by SANTANDER UK PLC)

acting by a Director and its Secretary

/two Directors)

sign here:

Director

print name:

sign here:

Director/Secretary

print name:

EXECUTED AS A DEED by TANDEM HOME LOANS LIMITED)

acting by a Director and its Secretary

/two Directors)

X sign here: X

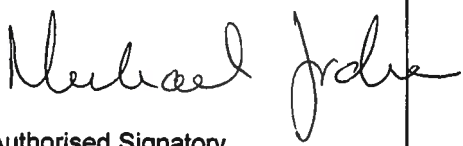
Director

print name: Steve Beard

Y sign here: V

Director/Secretary

print name: Annalise Haruigon

EXECUTED (BUT NOT DELIVERED <u>UNTIL</u> <u>THE DATE HEREOF</u>) by the affixing of <u>THE</u> <u>COMMON SEAL</u> of <u>READING BOROUGH</u> <u>COUNCIL</u> in the presence of:-	
	 Authorised Signatory

Minute	PAC 4 (a) 18.10.22
Originator	DA
Seal No.	292/24
Checked	MJX

DATED 7th August 2023

OYINKANSOLA KOFOWOROLA ODUYA and CHARLES LUTTAH ODUYA
(the Owners) (1)

and

SANTANDER UK PLC
(the First Mortgagee) (2)

and

TANDEM HOME LOANS LIMITED
(the Second Mortgagee) (3)

and

READING BOROUGH COUNCIL
(the Council) (4)

AGREEMENT

constituting Planning Obligations
relating to land at

8 Wetherby Close, Emmer Green, Reading, RG4 8UD

(Appl. No. 230483)

Michael Graham LLB (Hons);
MBA
Assistant Director of Legal and
Democratic Services
Reading Borough Council
Civic Offices Bridge Street
Reading RG1 2LU
IKEN NO. 023871

THIS AGREEMENT is made the 7th day of August, 2024

BETWEEN:

- (1) **OYINKANSOLA KOFOWOROLA ODUYA** and **CHARLES LUTTAH ODUYA** of 8 Wetherby Close, Emmer Green, Reading, RG4 8UD (hereinafter referred to as "**the Owners**"); and
- (2) **SANTANDER UK PLC** (company registration number 2294747) of 2 Triton Square, Regent's Place, London, NW1 3AN ("**the First Mortgagee**"); and
- (3) **TANDEM HOME LOANS LIMITED** (company registration number 05667257) of Viscount Court, Sir Frank Whittle Way, Blackpool, United Kingdom, FY4 2FB ("**the Second Mortgagee**"); and
- (4) **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 Section 106 of the 1990 Act.

B. The 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.

C. Land Ownership

The Owners are the registered proprietors of the freehold interest in the Application Land under HM Land Registry title number BK51044 and have an interest in the Application Land within the meaning of section 106(9)(b) of the 1990 Act.

The First Mortgagee has the benefit of a legal charge dated 23 May 2022 which is registered at HM Land Registry under title number BK51044 and has an interest in the Application Land within the meaning of section 106(9)(b) of the 1990 Act.

The Second Mortgagee has the benefit of a legal charge dated 18 September 2023 which is pending registration at HM Land Registry under title number BK51044 and has an interest in the Application Land within the meaning of section 106(9)(b) of the 1990 Act.

D. Planning Application

An application (given reference 230483 by the Council) has been submitted to the Council for the development of the Application Land.

E. Planning Permission

The Council and the Owners having regard to the Council's statutory 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. Community Infrastructure Regulations 2010 (as amended)

The Parties 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 agreed as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 The following expressions shall have the following meanings which for the avoidance of doubt shall apply to all parts of this Agreement:

1990 Act means the Town and Country Planning Act 1990 as amended;

Agreement means this planning obligation by agreement pursuant to Section 106 of the 1990 Act;

Application means the application for planning permission submitted to the Council and given reference number 230483;

Application Land means the land described in the First Schedule;

Development means the Proposed New Annex Outbuilding with Demolition of the existing outbuilding to be permitted by the Planning Permission;

Effective Date means the date of this Agreement;

Implementation means the carrying out of a material operation as defined in Section 56(4) of the 1990 Act;

Occupation means (as the context permits) beneficial occupation for the purposes permitted by the Planning Permission of any building constructed on the Application Land within the Development PROVIDED THAT, for the avoidance of any doubt, occupation for the purposes of construction and fitting out shall not constitute Occupation (and **Occupy** and **Occupied** shall be construed accordingly);

Outbuilding means the proposed ancillary annex on the Application Land as shown coloured dark grey and labelled "02" on the Plan attached hereto

Party means each party to this Agreement and its respective successors and those deriving title under it (and **Parties** shall be construed accordingly);

Planning Permission means planning permission granted by the Council pursuant to the Application substantially in the form of the draft set out in Appendix 2 to this Agreement;

Principal Dwellinghouse means the dwellinghouse situated on the Land on the Effective Date

Interpretation

- 1.2 Clause headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes a natural person corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any Party shall include that Party's successors in title and assigns and personal representatives.

- 1.8 References in this Agreement to the Council shall include any successor to its functions as the local planning authority in relation to the Application Land and any body to which all or part of its functions may lawfully have been transferred.
- 1.9 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 and an obligation on a person to do something includes an obligation to procure that thing to be done.
- 1.10 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.
- 1.11 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.
- 1.12 Save as specified to the contrary 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.
- 1.13 A reference to writing or written does not include faxes or e-mail.
- 1.14 References to Clauses, Plans, Schedules, Paragraphs and Appendices are to the Clauses, Plans, Schedules, Paragraphs and Appendices of this Agreement.

2. CONDITIONALITY

- 2.1 Subject to Clause 2.2 below this Agreement shall have immediate effect.
- 2.2 The covenants by the Owners in the Second Schedule are conditional upon the granting of the Planning Permission and Implementation of the Development.

3. LEGAL EFFECT

- 3.1 This Agreement is made pursuant to:
- (a) section 106 of the 1990 Act;
 - (b) section 1 of the Localism Act 2011;
 - (c) section 111 of the Local Government Act 1972; and
 - (d) all other enabling powers,

with an intent to bind (jointly and severally) the Owners' interest in the Application Land (and each and every part of it) subject to the provisions of Clause 2 (conditionality), 4 (the Owner's obligations), 9 (lapse) and 5 (release).

- 3.2 This Agreement is a planning obligation within the meaning of section 106 of the 1990 Act and the obligations contained within it shall, subject to the provisions of the Agreement, be enforceable by the Council against the Owners (including its successors in title and those deriving title from the Owners).
- 3.3 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. THE OWNER'S OBLIGATIONS

- 4.1 The Owners covenants with the Council, so as to bind the entirety of its interest in the Application Land, to comply with the restrictions, covenants and requirements set out in Second Schedule of this Agreement.
- 4.2 The Owners covenants with the Council not to encumber nor deal with the Application Land (or any part of it) in any manner pursuant to which the Owner may be prevented from carrying out its covenants and obligations contained in this Agreement.

5. RELEASE

- 5.1 The Owners shall upon parting:
- (a) with their interest in any part of the Application Land be released from all obligations and duties under the terms of this Agreement insofar as they relate to, or are binding on, that part of the Application Land; and
 - (b) with their entirety of its interest in the Application Land be released from all liabilities whatsoever under the terms of this Agreement.
- 5.2 The releases provided for in this Clause 5 shall not apply to any prior or existing breach of this Agreement as at the date of disposal.

7. RIGHTS OF THIRD PARTIES

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

8. LOCAL LAND CHARGE

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

9. LAPSE

9.1 The obligations in this Agreement shall cease to have effect (insofar only as they have not already been complied with) if the Planning Permission is quashed, revoked or modified (without the consent of the Owners) or is withdrawn or expires prior to Implementation of the Development.

10. LEGAL FEES

10.1 The Owners shall pay the Council's legal costs and expenses incurred in the preparation, negotiation and completion of this Agreement in the sum of ONE THOUSAND FIVE HUNDRED POUNDS (£1,500.00) such sum to be paid to the Council prior to the Effective Date.

11. MONITORING FEE

11.1 The Owners 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 FOUR HUNDRED POUNDS (£400.00) such sum to be paid to the Council prior to the Effective Date

12. PAYMENTS TO THE COUNCIL

12.1 Any payments due to the Council under the terms of this Agreement 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: S10623871230483 or such other reference quoted in relevant S106 Demand Notice issued in respect of the obligation.

13. MORTGAGEE'S CONSENT

13.1 The First Mortgagee acknowledges and declares that this Agreement has been entered into by the Owners with its consent and that the security of its charge over the

Application Land shall take effect subject to this Agreement PROVIDED THAT the First Mortgagee shall have no liability under this Agreement unless it takes possession of the Application Land in which case it shall be deemed to be a successor in title to the Owners.

- 13.2 The Second Mortgagee acknowledges and declares that this Agreement has been entered into by the Owners with its consent and that the security of its charge over the Application Land shall take effect subject to this Agreement PROVIDED THAT the Second Mortgagee shall have no liability under this Agreement unless it takes possession of the Application Land in which case it shall be deemed to be a successor in title to the Owners.

14. FUTURE SECTION 73 PERMISSION

- 14.1 In the event that any new planning permission(s) in respect of the Development is or are granted by the Council pursuant to section 73 of the 1990 Act (**Future S73 Permissions**) and unless otherwise agreed between the parties with effect from the date that the new planning permission is granted pursuant to section 73 of the 1990 Act:

- (a) the obligations in this Agreement shall (in addition to continuing to bind the Application Land in respect of the Planning Permission) relate to and bind the Application Land in respect of development pursuant to that Future S73 Permission(s); and
- (b) the definitions of Application, Development and Planning Permission shall be construed to include reference to any application for that Future S73 Permission(s), the Future S73 Permission(s) granted pursuant to that application and the development permitted by that Future S73 Permission(s); and
- (c) this Agreement shall be endorsed with the following words in respect of that Future S73 Permission(s) (with the blank spaces completed with the reference number and date of issue of the relevant Future S73 Permission(s)):

'The obligations in this Agreement relate to and bind the Application Land in respect of development pursuant to a new planning permission reference [] granted on [] 20[] pursuant to section 73 of the Town and Country Planning Act 1990 (as amended).'

PROVIDED THAT nothing in this Clause shall fetter the general discretion of the Council in determining any application(s) under section 73 of the 1990 Act including a requirement for a new deed or a supplemental deed to be entered into pursuant to section 106 and/or section 106A of the 1990 Act before that application is determined by the Council.

15. RIGHT OF ACCESS

- 15.1 Without prejudice to the Council's statutory rights of entry the Owners shall permit the Council and its authorised employees and agents upon reasonable prior written notice to enter the Application Land at all reasonable times for the purpose of verifying whether or not any obligation or restriction arising under this Agreement has been performed or observed.

16. NO WAIVER

- 16.1 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 of any of them by the Owners.

17. NO FETTER ON DISCRETION

- 17.1 Nothing in this Agreement shall fetter or prejudice the Council's statutory rights, powers, discretions and responsibilities under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

18. SEVERANCE

- 18.1 Each clause, sub-clause, schedule or paragraph shall be separate, distinct and several from each other to the extent only that if any clause, sub-clause, schedule or paragraph becomes or is invalid because of a change of circumstances or any other unforeseen reasons or if any one or more of such clause, sub-clause, schedule or paragraph shall be held by the Courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such clause, sub-clause, schedule or paragraph be valid shall apply without prejudice to any other clause, sub-clause, schedule or paragraph contained in this Agreement.

19. JURISDICTION

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

In witness whereof the Parties have executed this Agreement as a deed the day and year first above written.

THE FIRST SCHEDULE

(The Land)

All that land at 8 Wetherby Close, Emmer Green, Reading, RG4 8UD the subject of the Application and which comprises the land registered at the Land Registry under Title Number BK51044 shown edged red on the Plan at Appendix 1 to this Agreement.

THE SECOND SCHEDULE

1 Restriction on use of Outbuilding

- 1.1 Not to sell lease sub-let or otherwise dispose of or part with possession of the Outbuilding or any part or parts thereof separately from the Principal Dwellinghouse
- 1.2 Not to sell lease sub-let or otherwise dispose of or part with possession of the Principal Dwellinghouse or any part or parts thereof separately from the Outbuilding
- 1.3 Not to Occupy the Outbuilding at any time other than for purposes ancillary to the residential use of the Principal Dwellinghouse

Appendix 1

(the Plan)

Appendix 2

(The Draft Planning Permission)



Reading
Borough Council
Working better with you

**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: Mr Silviu Pasargiu
The White Building
33 King's Road
Reading
RG1 3AR

Application No: 230483
Application type: Householder

Applicant: Oyin Onduya

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: Proposed new annex outbuilding following demolition of the existing outbuilding

At: 8 Wetherby Close Emmer Green Reading RG4 8UD

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: subject to legal agreement

Assistant Director of Planning, Transport and
Public Protection Services

Application At: 8 Wetherby Close Emmer Green Reading RG4 8UD

Application No: 230483

Application type: Householder

CONDITIONS & REASONS

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

REASON: to prevent an accumulation of unimplemented planning permissions, and in accordance with Section 91 of the Town & Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004.

2. The materials to be used in the construction of the external surfaces of this development shall be as specified on the plans and/or application forms unless otherwise agreed in writing with the Local Planning Authority.

REASON: In the interests of visual amenity and ensuring the new development responds positively to the local context and character in accordance with Policy CC7 and Policy H9 of the Reading Borough Local Plan 2019.

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

Drawing No. PD.1 - Location Plan received 13th April 2023

Drawing No. PD.3 - Proposed Annex Ground Floor Plan received 13th April 2023

Drawing No. PD.5 - Illustrative Visual received 13th April 2023

Drawing No. PD.2 rev A - Proposed Block Plan received 21st June 2023

Drawing No. PD.4 rev A - Annex Proposed Elevations received 21st June 2023

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.

4. Protective measures, including fencing, ground protection, supervision and working procedures shall be carried out in accordance with the METHOD STATEMENT REPORT AS PER BS5837:2012 ANNEX and Tree Protection Plan PB/TPP-23/05.23 received on 7 June 2023. Protective fencing shall be erected prior to any works on site and retained until completion. Any deviation from the works prescribed or methods agreed in the report will require prior written approval from the Local Planning Authority.

REASON: In order to ensure that reasonable measures are taken to safeguard trees in the interests of local amenity and the enhancement of the development itself in accordance with Policy EN14 of the Reading Borough Local Plan 2019.

Date: subject to legal agreement



Assistant Director of Planning, Transport and
Public Protection Services



Reading
Borough Council
Working better with you

INFORMATIVES

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. Complaints are commonly received about noise and dust caused by construction and demolition works, particularly working outside reasonable hours and smoke from bonfires associated with the burning of waste on site. The developer is reminded that construction and demolition associated with the approved development will be subject to environmental health law.
4. During the course of construction, the developer should take care to ensure that no part of this development (foundations, eaves, guttering, etc.) would encroach on, under or across the boundary line with the adjoining property, as the requisite Notice has not been served on the owner of that property. This permission does not confer any right of access onto land that is not under the developer's control. The developer should also be mindful of the obligations and requirements of the Party Wall Act (1996) details of which can be found at:
www.communities.gov.uk/publications/planningandbuilding/partywall
5. 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.
6. You are advised to avoid the use of the grass verges for development related activity, e.g. storage of materials, due to the resulting potential harm to important street trees.

Date: subject to legal agreement

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/appeal-householder-planning-decision>

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.

Executed as a Deed by
OYINKANSOLA KOFOWOROLA
ODUYA

)
)
)

sign here:

[Signature]

print name: OYINKANSOLA ODUYA

In the presence of:

Witness signature:

Witness sign here:

[Signature]

Witness name:

print name:

Louisa Boltz

Witness address:

Apartment 9,
214 De Montfort Street
SE1 3TG London

Witness occupation:

Executed as a Deed by
CHARLES LUTTAH ODUYA

)
)
)

sign here:

[Signature]

print name: CHARLES LUTTAH ODUYA

In the presence of:

Witness signature:

Witness sign here:

[Signature]

Witness name:

print name:

ABIDA BAIWA

Witness address:

Emmer Green Post Office

14 Milestone way

RG4 8XW

Witness occupation:

Manager

EXECUTED AS A DEED by SANTANDER UK PLC)

acting by a Director and its Secretary

/two Directors)

sign here:

Director

print name:

sign here:

Director/Secretary

print name:

EXECUTED AS A DEED by TANDEM HOME LOANS LIMITED)

acting by a Director and its Secretary

/two Directors)

sign here:

Director

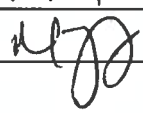
print name:

sign here:

Director/Secretary

print name:

EXECUTED (BUT NOT DELIVERED <u>UNTIL</u> <u>THE DATE HEREOF</u>) by the affixing of <u>THE</u> <u>COMMON SEAL</u> of <u>READING BOROUGH</u> <u>COUNCIL</u> in the presence of:-	
	 Authorised Signatory

Minute	PAC 4 (a) 18.10.22
Originator	DA
Seal No.	292/24
Checked	

DATED

2023

OYINKANSOLA KOFOWOROLA ODUYA and CHARLES LUTTAH ODUYA
(the Owners) (1)

and

SANTANDER UK PLC
(the First Mortgagee) (2)

and

TANDEM HOME LOANS LIMITED
(the Second Mortgagee) (3)

and

READING BOROUGH COUNCIL
(the Council) (4)

AGREEMENT

constituting Planning Obligations
relating to land at

8 Wetherby Close, Emmer Green, Reading, RG4 8UD

(Appl. No. 230483)

Michael Graham LLB (Hons);
MBA
Assistant Director of Legal and
Democratic Services
Reading Borough Council
Civic Offices Bridge Street
Reading RG1 2LU
IKEN NO. 023871