

DATED 15th January 2025 ~~2024~~

FITZROY ANTHONY LICORISH and MARINA SUMMERS
(the Owners) (1)

and

READING BOROUGH COUNCIL
(the Council) (2)

AGREEMENT

constituting Planning Obligations
relating to land at

61 Church End Lane Tilehurst Reading RG30 4UR

(Appl. No. 240457)

Michael Graham LLB (Hons);
MBA
Assistant Director of Legal and
Democratic Services
Reading Borough Council
Civic Offices Bridge Street
Reading RG1 2LU
IKEN NO. 027191

THIS AGREEMENT is made the 15th day of January 2025 ~~2024~~

BETWEEN:

- (1) **FITZROY ANTHONY LICORISH and MARINA SUMMERS** of 61 Church End Lane, Tilehurst, Reading RG30 4UR (hereinafter referred to as “**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 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 BK54072 and have 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 240457 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)

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

- 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 SEVEN HUNDRED AND FIFTY POUNDS (£1,750.00) 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: S106/240457/027191 or such other reference quoted in a relevant S106 Demand Notice issued in respect of the obligation.

13. FUTURE SECTION 73 PERMISSION

- 13.1 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.

14. RIGHT OF ACCESS

- 14.1 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.

15. NO WAIVER

- 15.1 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.

16. NO FETTER ON DISCRETION

- 16.1 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.

17. SEVERANCE

- 17.1 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.

18. JURISDICTION

18.1 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 61 Church End Lane Tilehurst Reading RG30 4UR the subject of the Application and which comprises the land registered at the Land Registry under Title Number BK54072 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.
- 1.4 Not to install any kitchen in the Outbuilding.
- 1.5 Not to install any door openings in the elevation of the Outbuilding facing towards Bourton Close.
- 1.6 Not to create any access from the Land onto Bourton Close

Executed as a Deed by
FITZROY ANTHONY LICORISH

)
)
)

sign here:



print name:

FITZROY LICORISH

In the presence of:

Witness signature:

Witness sign here:



Witness name:

print name:

STEVE DUNK

Witness address:

19 FIRCREFT CLOSE

TILEHURST

Witness occupation:

R931 6LS

BUILDER

Executed as a Deed by
MARINA SUMMERS

)
)
)

sign here:



In the presence of:

Witness signature:

Witness sign here:



Witness name:

print name:

STEVE DUNK

Witness address:

19 FIRCREFT CLOSE

TILEHURST

Witness occupation:

R931 6LS

BUILDER

Appendix 1

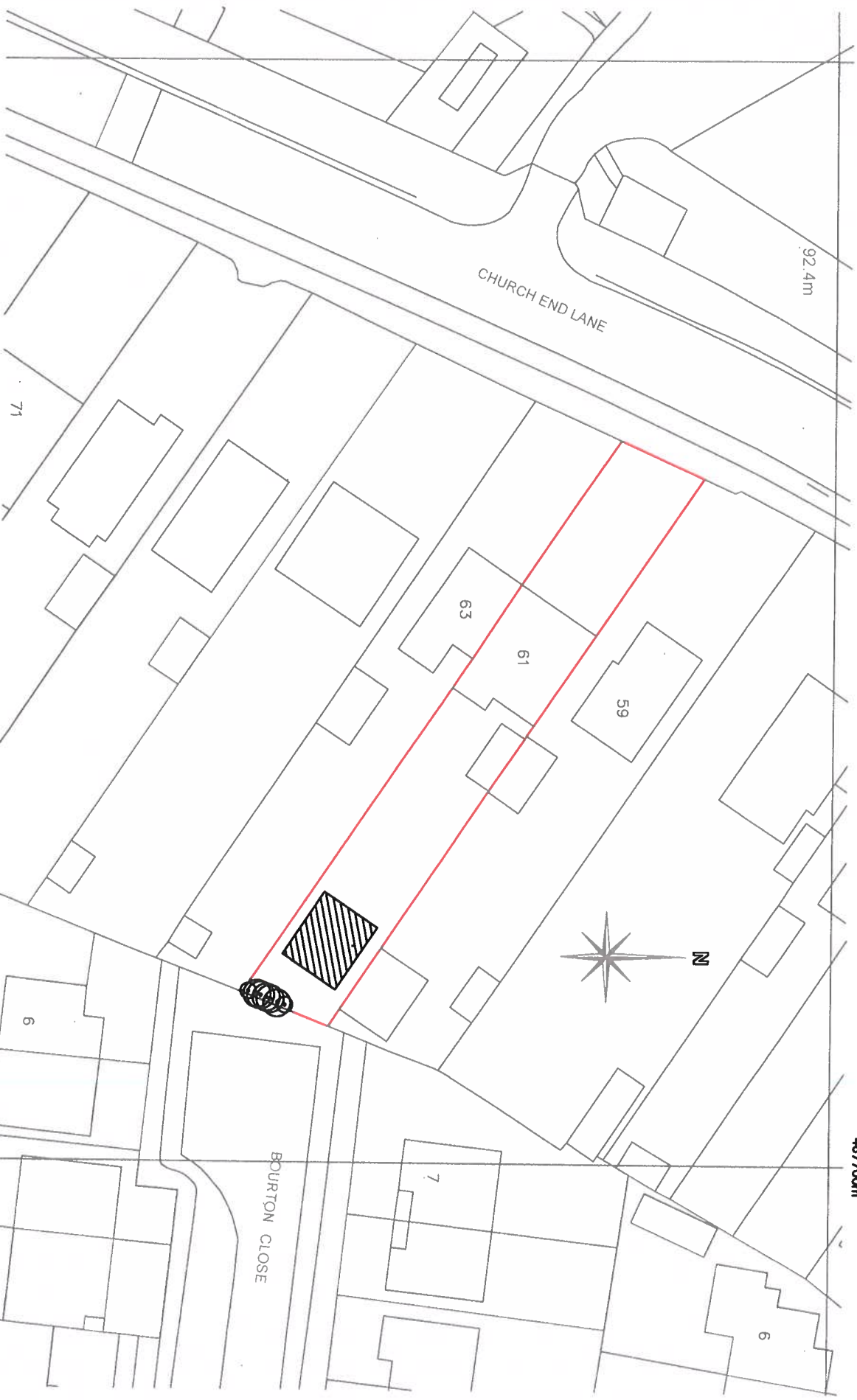
(the Plan)

173400m

467600m

92.4m

CHURCH END LANE



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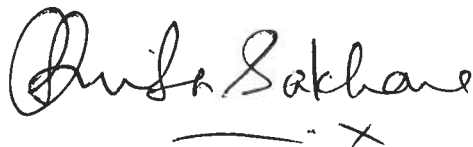
BLOCK PLAN

Scale 1:500



Appendix 2

(The Draft Planning Permission)

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:-	
	ANITA SAKHARE Authorised Signatory

Minute	See ODN
Originator	DA
Seal No.	011/25
Checked	AS



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: OASIS PLANNING
20 Wantage Road
Reading
RG30 2SE

Application No: 240457
Application type: Householder

Applicant: Marina Summers

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 timber framed building to provide additional living space for the original dwelling.

At: 61 Church End Lane Tilehurst Reading RG30 4UR

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:

Assistant Director of Planning, Transport and
Public Protection Services

protected by the fencing, at any time before or during the development, unless otherwise agreed in writing by the Local Planning Authority.

REASON: In order to ensure that retained trees are adequately protected, in the interests of the visual amenities of the locality in accordance with Policy EN14 of the Reading Borough Local Plan 2019.

5. The outbuilding hereby permitted shall not be occupied at any time other than for purposes ancillary to the residential use of the main dwelling known as 61 Church End Lane.

REASON: To accord with the terms of the application, and to ensure that separate occupation of the outbuilding would not detract from the amenities or living conditions of neighbouring residential properties (or the character of the locality) in accordance with Policy H9 of the Reading Borough Local Plan 2019.

6. 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 additional doors, other than those shown on the approved plans in Condition 3 above shall at any time be inserted into the outbuilding hereby permitted without the grant of a separate planning permission from the Local Planning Authority.

REASON: To safeguard the amenities of the adjoining premises and to control disturbance from comings and goings, in accordance with Policy CC8 and TR3 of the Reading Borough Local Plan 2019.

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 possible separate requirement for submission of a Building Regulations application for the proposed development. Please contact RBC 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.

Date:



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.

M. Swan 19/11/24
MARINA SUMMERS

lh
Fitzroy & Co. Ltd

Reading Borough Council
Civic Centre
Bridge Street
Reading
RG1 2LU

Via special delivery

Dave Anthony
Solicitor
Planning & Highways Team
Legal Services

**Our Ref: SG//L6224/1
12th December 2024**

Dear Sirs

RE: Section 106 Agreement at 61 Church End Lane

Please see enclosed executed Section 106 Agreement. Please could you confirm when you are able to complete this matter.

Yours faithfully



Sarah Gillbe
Setfords Solicitors
sgillbe@setfords.co.uk
01183 593 125



www.setfords.co.uk