

DATED 1st May 2019

CCL DEVELCO 4 LIMITED (1)
("the Owner")

and

READING BOROUGH COUNCL (2)
("the Council")

DEED OF VARIATION MADE PURSUANT TO SECTIONS 106 & 106A OF
THE TOWN AND COUNTRY PLANNING ACT 1990

in relation to land adjacent to 300 Kings Road, Reading, RG1 4HP

C J Brooks BSc
Head of Legal and
Democratic Services
Reading Borough
Council
DX 40124 Reading (Castle
Street)

IKEN 10703
28.03.19

THIS DEED is made

1st may

2019

BETWEEN:-

- (1) CCL DEVELCO 4 LIMITED (Co. Regn. No. 08964542) of Palladium House 1-4 Argyll Street London W1F 7LD (the "Owner") and
- (2) READING BOROUGH COUNCIL of Civic Offices Bridge Street Reading RG1 2LU ("the Council")

1. BACKGROUND

- (a) 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
- (b) The Owner is the owner of the Application Land and has an interest in the Application Land within the meaning of the term in Section 106(9) (b) of the 1990 Act
- (c) On 12th February 2019 the Owner and the Council entered into the Principal Section 106 Agreement in connection with the Planning Permission issued on 13th February 2019 under Council reference 180683/FUL and the said Planning Permission authorised the Development
- (e) The Principal Section 106 Agreement included a planning obligation requiring that in certain circumstances a Default Affordable Housing Contribution would be payable to the Council and the said Principal Section 106 Agreement set out the supporting definitions
- (f) The Owner and the Council have agreed that the terms of the Principal Section 106 Agreement do not accurately reflect the intentions of the parties in relation to the Default Affordable Housing Contribution and they have agreed to enter into this Deed to the Principal Section 106 Agreement on the terms and conditions as hereinafter set out

2. OPERATIVE PROVISIONS

DEFINITIONS AND INTERPRETATION

- 2.1 All words and expressions defined in the Principal Section 106 Agreement shall bear the same meaning in this Deed except where otherwise provided or where the context otherwise requires
- 2.2 The provisions regarding interpretation contained in Clause 1 of the Principal Section 106 Agreement shall apply to this Deed
- 2.3 In this Deed the following words and expressions shall unless the context otherwise requires have the following meaning

“Principal Section 106 Agreement”

means the agreement dated 12th February 2019 and made between CCL Develco 4 Limited (1) and Reading Borough Council (2) under Section 106 of the 1990 Act in connection with the Planning Permission

3. LEGAL EFFECT

- 3.1 This Deed is made pursuant to Sections 106 and 106A of the 1990 Act and Section 111 of the Local Government Act 1972 and all other powers so enabling
- 3.2 This Deed contains planning obligations made pursuant to the said Section 106 of the 1990 Act which are enforceable by the Council and which bind each and every part of the Application Land and which the Owner and the Council agree comply with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended)
- 3.3 Nothing contained or implied in this Deed shall be taken to be or shall operate so as to fetter or prejudice the Council's statutory rights powers discretions and responsibilities (save where legally or equitably permitted)
- 3.4 If any provision in this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining

provisions shall not in any way be deemed thereby to be affected or impaired

- 3.5 No waiver (whether express or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default
- 3.6 Nothing in this Deed shall be construed as a grant of planning permission
- 3.7 The covenants herein shall be enforceable without any limit of time against the Owner and any successors in title and assigns of the Owner or any person claiming title through or under the Owner to the Application Land or any part thereof as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person **PROVIDED THAT** no person shall be liable for any breach of the covenants restrictions or obligations contained in this Deed occurring after he has parted with the whole of his interest in the Application Land or the part in respect of which such breach occurs save and without prejudice to the rights of the Council in relation to any subsisting antecedent breach of those covenants restrictions or obligations prior to the parting of such interest
- 3.8 Nothing in this Deed shall prohibit or limit the right to develop any part of the Application Land in accordance with a planning permission granted (whether or not on appeal) after the date of this Deed
- 3.9 Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 no part of this Deed shall be enforceable by a third party who is not a party to the Deed
- 3.10 This Deed is governed by and interpreted in accordance with the Law of England

4. **VARIATION OF PRINCIPAL SECTION 106 AGREEMENT**

4.1 The Owner covenants and agrees with the Council that the Application Land shall be subject to and bound by the terms and obligations contained in the Principal Section 106 Agreement with the following variations to the said Principal Section 106 Agreement:-

(a) In Clause 1.19 in the definition of "Gross Development Valuations" the words "*four Shared Ownership Units proposed as Affordable Housing Units*" shall be deleted and replaced by the word "*Development*"

(b) In Paragraph 1 of Part 2 of the Second Schedule the words "*four Residential Units proposed as Affordable Housing Units*" shall be deleted and replaced by the word "*Development*"

(c) Paragraph 3 of Part 2 of the Second Schedule shall be deleted in its entirety and replaced by the following new Paragraph 3 namely:-

"The Default Affordable Housing Contribution shall be a sum that equates to 14.5% of the Gross Development Value of the Development"

5. **MISCELLANEOUS**

5.1 Except as varied by this Deed all the terms and obligations contained in the Principal Section 106 Agreement shall continue and remain in full force and effect

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

This Deed has been entered into on the date stated at the beginning of this Deed

EXECUTED as a Deed by the said)
CCL DEVELCO 4 LIMITED acting by)
a Director in the presence of:-

Signature of Director:

Signature of Witness:

Name of Witness: Emma Raulc

Address of Witness: 23 IVES STREET
LONDON
SW3 2ND

Occupation of Witness: ADMINISTRATOR

EXECUTED (BUT NOT DELIVERED)

UNTIL THE DATE HEREOF by)

the affixing of THE COMMON)

SEAL of READING BOROUGH)

COUNCIL in the presence of :-)

Authorised Signatory

MINUTE	del to MPO 23 23/10/14
ORIGINATOR	sa
SEAL NO	170/19
CHECKED	CB

DATED 1st May 2019

CCL DEVELCO 4 LIMITED (1)
("the Owner")

and

READING BOROUGH COUNCIL (2)
("the Council")

DEED OF VARIATION MADE PURSUANT TO SECTIONS 106 & 106A OF
THE TOWN AND COUNTRY PLANNING ACT 1990

in relation to land adjacent to 300 Kings Road, Reading, RG1 4HP

C J Brooks BSc
Head of Legal and
Democratic Services
Reading Borough Council
DX 40124 Reading (Castle
Street)

IKEN 10703
28.03.19