

Paul Walton and Michelle Denise Walton

and

Reading Borough Council

Agreement

in respect of land at 130 Linden Road, Reading RG2 7EH
pursuant to Section 106 of the Town and Country Planning Act
1990 (and all other enabling powers)

Planning application reference number PL/25/0971
IKEN Reference: 033083

Contents

1	Definitions	1
2	Interpretation	3
3	Legal Effect	4
	Schedule 1 - Plans and Drawings	10
	Schedule 2 – The Development	11
	Schedule 3 – Outbuilding	12
	Schedule 4 – Council's obligations	13
	Execution Page	14

Agreement

Dated 29th of January

20256

Between:

- (1) Paul Walton and Michelle Denise Walton of 130 Linden Road, Reading RG2 7EH (the **Owner**); and
- (2) **Reading Borough Council** whose address is at Civic Offices, Bridge Street, Reading RG1 2LU (the **Council**)

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 registered proprietor of the freehold interest in the Application Land under HM Land Registry title number BK348771 and has an interest in the Application Land within the meaning of section 106(9)(b) of the 1990 Act.
- (C) The Parties have agreed to enter into this Agreement in order to facilitate the Development.
- (D) 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

- 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;

Agreement means this deed of agreement;

Application means the application for the Planning Permission and given the reference number PL/25/0971;

Application Land means 130 Linden Road, Reading RG2 7EH being land against which this Agreement may be enforced as shown edged in red in the section marked 'Block Plan' on drawing number 1198-PLA- 050_c, a copy of which is appended at Schedule 1 to this Agreement;

Approval means the written approval on behalf of the Council from the Assistant Director of Planning, Transport and Public Protection Services (or such other officer of the Council who is from time to time responsible for approving matters set out in this Agreement) to the Owner and **Approved** and **Approve** shall be construed accordingly;

Assistant Director of Planning, Transport and Public Protection Services means the Council's Assistant Director of Planning, Transport and Public

Protection Services for the time being or such other officer as the Council may from time to time designate;

Building means (as the context permits) any building that comprises part of the Development and **Buildings** shall be construed accordingly;

Commencement means the carrying out of a material operation as defined in Section 56(4) of the 1990 Act but (for the purposes of this Agreement only) not including any works of removing any above ground materials (excluding buildings) from the Application Land, temporary landscaping, ground investigation, site survey works, construction of boundary fencing or hauling, decontamination, soil investigation and archaeological testing and **Commence** and **Commenced** shall be construed accordingly;

Commencement Notice means a written notice to be served by the Owner upon the Council stating the proposed date of Commencement;

Community Infrastructure Levy means community infrastructure levy as defined in the CIL Regulations;

Contribution means each and every financial contribution (excluding the Council's legal fees and the Monitoring Fee) that is payable by the Owner to the Council in accordance with this Agreement;

Council's Area means the administrative area of the Council;

Development means the development as set out in Schedule 2 to this Agreement;

Due Date means the date when a Contribution or sum of money (or any part of it) is required to be paid to the Council in accordance with the terms of this Agreement;

Effective Date means the date of this Agreement;

Expert means an independent and fit person holding professional qualifications appropriate in light of the subject matter of the dispute, to be appointed (in the absence of agreement between the parties) by the president (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications;

Index means the Retail Price Index issued by the Office for National Statistics (including any index that replaces it from time to time);

Index Linked means that the amount of each Contribution payable under this Agreement and any other sum referred to in this Agreement shall be increased by an amount equivalent to the increase in the Index from the Effective Date until the Due Date;

Local Area means the Council's administrative area;

Monitoring Fee means the sum of THREE HUNDRED AND SIXTY POUNDS (£360.00) as a contribution towards the Monitoring Officer's costs of monitoring the provisions of this Agreement;

Monitoring Officer means the Council's monitoring officer (within the Council's Directorate of Economic Growth and Neighbourhood Services) (or any Directorate replacing it) as designated by the Council to monitor the obligations set out in this Agreement;

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

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 for the Development pursuant to the Application.

Working Days means any day (other than Saturdays Sundays or public holidays in England) when banks in London are open for business.

2 Interpretation

- 2.1 Clause headings shall not affect the interpretation of this Agreement.
- 2.2 A person includes a natural person corporate or unincorporated body (whether or not having separate legal personality).
- 2.3 A reference to a company shall include any company, corporation or other body corporate wherever and however incorporated or established.
- 2.4 Unless the context requires otherwise, words in the singular shall include the plural and words in the plural shall include the singular.
- 2.5 Unless the context requires otherwise, a reference to one gender shall include a reference to the other genders.
- 2.6 A reference to any Party shall include that Party's successors in title and assigns and personal representatives.
- 2.7 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.
- 2.8 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.
- 2.9 Where an obligation falls to be performed by more than one person the obligation can be enforced against every person so bound jointly and against each of them individually.
- 2.10 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 2.11 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.
- 2.12 A reference to writing or written does not include faxes or e-mail.

- 2.13 References to Clauses, Plans, Schedules, Paragraphs and Appendices are to the Clauses, Plans, Schedules, Paragraphs and Appendices of this Agreement.

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 the Owner's interest in the Application Land (and each and every part of it) subject to the provisions of Clauses 4 (Conditionality), 5 (the Owner's obligations), 7.2 (Lapse) and 7.5 (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 Owner (including its successors in title and those deriving title from the Owner).

- 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 Conditionality

- 4.1 Unless otherwise required in order to give legal effect to any provision in this Agreement, this Agreement is conditional upon:

- (a) the grant of the Planning Permission; and
- (b) the Commencement of the Development,

save for Clause 7 which shall come into effect upon the Effective Date.

5 Owner's Obligations

- 5.1 The Owner 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 Schedule 3 [XXX] of this Agreement.

- 5.2 The Owner covenants with the Council:

- (a) not to Commence unless and until it has served a Commencement Notice; and
- (b) 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.

6 Council's Obligations

- 6.1 The Council covenants with the Owner to observe and perform the obligations on its part contained in Schedule 4 to this Agreement.

7 Agreements and Declarations

7.1 Fees

7.1.1 The Owner covenants with the Council to pay on or before the Effective Date:

- (a) the Council's reasonable legal costs and expenses incurred in the preparation, negotiation and completion of this Agreement; and
- (b) the Monitoring Fee.

7.2 Lapse

7.2.1 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 Owner) or is withdrawn or expires prior to Commencement of the Development.

7.3 Future Development

7.3.1 Nothing in this Agreement shall be construed as prohibiting or limiting any right to develop any part of the Application Land in accordance with a planning permission (other than the Planning Permission) that is granted (whether or not on appeal) after the date of this Agreement.

7.4 Statutory Undertakers

7.4.1 This Agreement shall not be enforceable against any statutory undertakers (including their successors in title) that shall acquire an interest in the Application Land for the purpose of providing services to or for the Development or neighbouring developments.

7.5 Release

7.5.1 The Owner shall upon parting:

- (a) with its 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 the entirety of its interest in the Application Land be released from all liabilities whatsoever under the terms of this Agreement.

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

7.6 Right of access

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

7.7 No waiver

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

7.8 No Fetter on Discretion

- 7.8.1 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.

7.9 Severance

- 7.9.1 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 Deed.

7.10 Indexation

- 7.10.1 The amount of each Contribution and any other sum payable under this Agreement shall be Index Linked.

7.11 Interest on unpaid monies

- 7.11.1 If any Contribution or other sum due under this Agreement is paid after its Due Date, the Owner shall pay to the Council interest at the rate of four percent (4%) per annum above the base rate of the Bank of England for the time being in force on:

- (a) the sum of the Contribution due; or
- (b) on any amount of that Contribution due.

- 7.11.2 Any interest payable pursuant to Clause 7.11.1 shall:

- (a) be calculated from the Due Date of the Contribution up to the date of actual payment of the Contribution (or the relevant part of it); and
- (b) be deemed to be part of the Contribution or sum due to which such interest relates.

7.12 Payments to the Council

- 7.12.1 All Contributions and other sums due to the Council under the terms of this Agreement shall (unless otherwise notified in writing by the Council to the Owner) 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

Account: Reading Borough Council quoting reference: S106/250971/033083 or other reference quoted by the Council in the relevant S106 Demand Notice issued in respect of the obligation,

and the Council will not alter the account details without giving formal notice to such effect in accordance with Clause 7.12.

- 7.12.2 No Contribution or other sum required under this Agreement (or part of it) shall be paid to the Council earlier than eight (8) weeks before its Due Date.

7.13 Notice

- 7.13.1 Any notice or other written communication to be served by one Party upon another under the terms of this Agreement shall be deemed to have been validly served if delivered by hand or sent by pre-paid registered or recorded delivery post to the Party to be served at its address in accordance with this Clause.

- 7.13.2 Any notice or other written communication to be given by the Council shall be deemed valid and effectual if on its face it is signed on behalf of the Council by a duly authorised signatory.

- 7.13.3 The address for any notice or other written communication is the address given for that Party in its definition in this Agreement, or such other address as has been notified in writing to the other Parties in accordance with this Clause.

7.14 Consents and Approvals

- 7.14.1 In this Agreement where the agreement, Approval, consent or any other expression of satisfaction is required from the Council that agreement, Approval, consent or any other expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

7.15 Dispute Resolution

- 7.15.1 In the event of any dispute arising between the Parties (which cannot be resolved by the Parties) in respect of this Agreement either Party may at any time require by notice in writing to the other Party an independent expert (the **Expert**) to resolve the dispute in accordance with the provisions of this Clause 7.15 and as follows:

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

- 7.15.2 The Expert shall have no less than ten (10) years' experience of resolving disputes similar in nature to the one that is proposed to be referred pursuant to this Clause.

- 7.15.3 The Expert shall be appointed within one (1) month of an application being made by one of the Parties pursuant to Clause 7.15.1.

- 7.15.4 The Expert shall be entitled to invite written representations from each of the Parties.
- 7.15.5 The Expert shall act as an expert and not as an arbitrator.
- 7.15.6 The costs of the dispute shall be payable by the Parties in such proportion as may be determined by the Expert and failing such determination to be borne in equal shares by the Parties.
- 7.15.7 The decision of the Expert shall be final and binding on the Parties save in the case of manifest and material error.
- 7.15.8 The Expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practical timescales allowing for the nature and complexity of the dispute and in any event not more than twenty (20) Working Days from the date of his appointment to act.
- 7.15.9 Nothing in Clauses 7.15.1 – 7.15.8 shall be construed as removing the jurisdiction of the courts to enforce the provisions of this Agreement.

7.16 Future Section 73 and Section 73B Permission(s)

- 7.16.1 In the event that any new planning permission(s) in respect of the Development is or are granted pursuant to section 73 or section 73B of the 1990 Act (**Specified Future Permissions**) and unless otherwise agreed between the parties with effect from the date that the new planning permission is granted pursuant to sections 73 or 73B 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 Specified Future Permission(s); and
- (b) the definitions of Application, Development and Planning Permission shall be construed to include reference to any application for that Specified Future Permission(s), the Specified Future Permission(s) granted pursuant to that application and the development permitted by that Specified Future Permission(s); and
- (c) this Agreement shall be endorsed with the following words in respect of that Specified Future Permission(s) (with the blank spaces completed with the reference number and date of issue of the relevant Specified Future Permission(s) and the relevant section number highlighted as appropriate):

'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] [section 73B]] 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 sections 73 or 73B 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.

7.17 Third Party Rights

- 7.17.1 Unless the right of enforcement is expressly granted and except in relation to:

(a) any successor bodies of the Council; and

(b) any successors in title of and those deriving title under the Owner,

it is not intended that a third party should have the right to enforce a provision of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

7.17.2 This Agreement may be rescinded or varied without the consent of a third party to whom an express right to enforce any of its terms has been provided.

7.18 Local Land Charge

7.18.1 This Agreement is and shall be registered as a local land charge by the Council.

7.19 Change of Ownership

7.20 Save for any disposal to a statutory undertaker, the Owner shall provide the Council with written notice of any change in ownership of its interest in the Application Land before all the obligations under this Agreement have been discharged within ten (10) Working Days of any such change occurring PROVIDED THAT such written notice shall include details of the name and address of the current and new owner of such interest(s) together with details of that part of the Application Land to which each of their interests apply.

7.21 Jurisdiction

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

7.23 Warranty

7.23.1 The Owner warrants that:

(a) it has full power to enter into this Agreement;

(b) no person other than the Owner has any legal or equitable interest in the Site; and

(c) no consent is necessary to make this Agreement binding on the Application Land and any estates and interests therein.

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

Schedule 1 - Plans and Drawings

Drawing number 1198-PLA- 050_c (Application Land)

Schedule 2 – The Development

Proposed outbuilding in rear garden to be used as ancillary accommodation to the existing property.

Schedule 4 – Council's obligations

1 Definitions

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

Prescribed Period means the period commencing on the later of:

- (a) the Due Date; and
- (b) where payment of a Contribution is received by the Council after the Due Date, the date of actual receipt of the relevant payment,

and expiring at the end of ten (10) full financial years (ending 31 March) immediately following the end of either the financial year in which the Due Date falls in the case of (a) above or the financial year in which the actual payment is received by the in the case of (b) above.

2 Contributions

- 2.1 Not to use the Contributions (or any part of any of them) otherwise than for the purposes specified in this Agreement and for no other purposes unless otherwise agreed in writing by the Owner.
- 2.2 Following receipt of a written request from the person who paid the relevant Contribution, to re-pay to that person such Contribution (or part of that Contribution) which has not upon the expiration of the Prescribed Period been expended, committed, allocated and/or contracted to be expended together with interest on any balance then remaining unspent of the relevant Contribution (or part of that Contribution) at the Bank of England base rate for the time being in force such payment to be made within twenty-eight (28) days of receipt by the Council of the written request PROVIDED THAT:
- (a) any such written request for repayment must be made within six (6) months of the expiration of the Prescribed Period; and
 - (b) the Council shall not be required to return any part of the Contribution if it does not receive such a request within six (6) months of expiration of the Prescribed Period.
- 2.3 If a written request for repayment of any Contribution is not received as specified in paragraph 2.2 above, any remaining Contribution (or part of the Contribution) including any interest on any balance then held by the Council shall be used by the Council for any other purpose identified for any other Contribution in this Agreement or for the benefit of the Local Area in the vicinity of the Development.

Schedule 3– Outbuilding

1 Definitions

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

Outbuilding means the outbuilding authorised by the Planning Permission as shown shaded orange in the section marked 'Block Plan' on drawing number 1198-PLA- 050_c, a copy of which is appended at Schedule 1 to this Agreement;

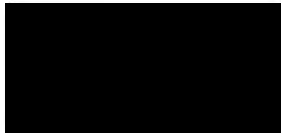
Main Dwellinghouse means the dwellinghouse on the Application Land as shown marked 'No. 130' in the section titled 'Block Plan' on drawing number 1198-PLA-050_c, a copy of which is appended at Schedule 1 to this Agreement.

2 Use Of the Outbuilding

- 2.1 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 Main Dwellinghouse.
- 2.2 Not to sell lease sub-let or otherwise dispose of or part with possession of the Main Dwellinghouse or any part or parts thereof separately from the Outbuilding.
- 2.3 Not to occupy the Outbuilding at any time other than for purposes ancillary to the residential use of the Main Dwellinghouse.

Execution Page

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

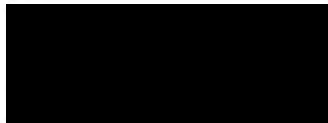


Authorised Signatory

Lava Spokes

Minute	See ODN
Originator	ND
Seal No.	026/26
Checked	LS

Signed as a Deed by)
PAUL WALTON)
)



In the presence of:

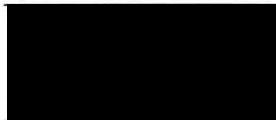
Witness signature:

Witness name:

Witness address:

Witness occupation:

print name:



JAMES FISHER

141 CORWEN ROAD
TILEHURST
READING
RG30 4TH

Signed as a Deed by)

MICHELLE DENISE WALTON

)
)

[REDACTED]

print name:

In the presence of:

[REDACTED]

Witness signature:

Witness name:

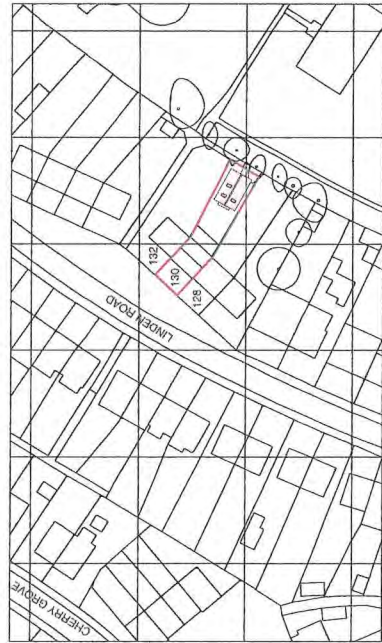
AUDREY HALL

Witness address:

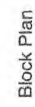
177 CORWEN ROAD
TILEHURST
READING
RG30 4TH

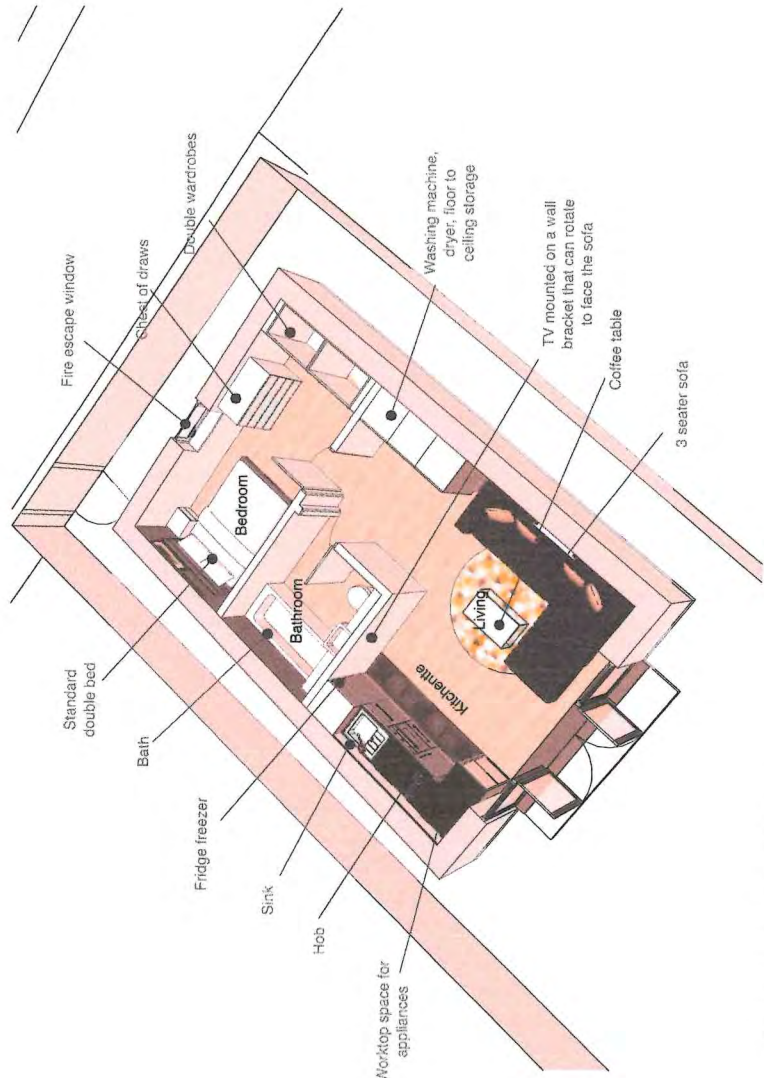
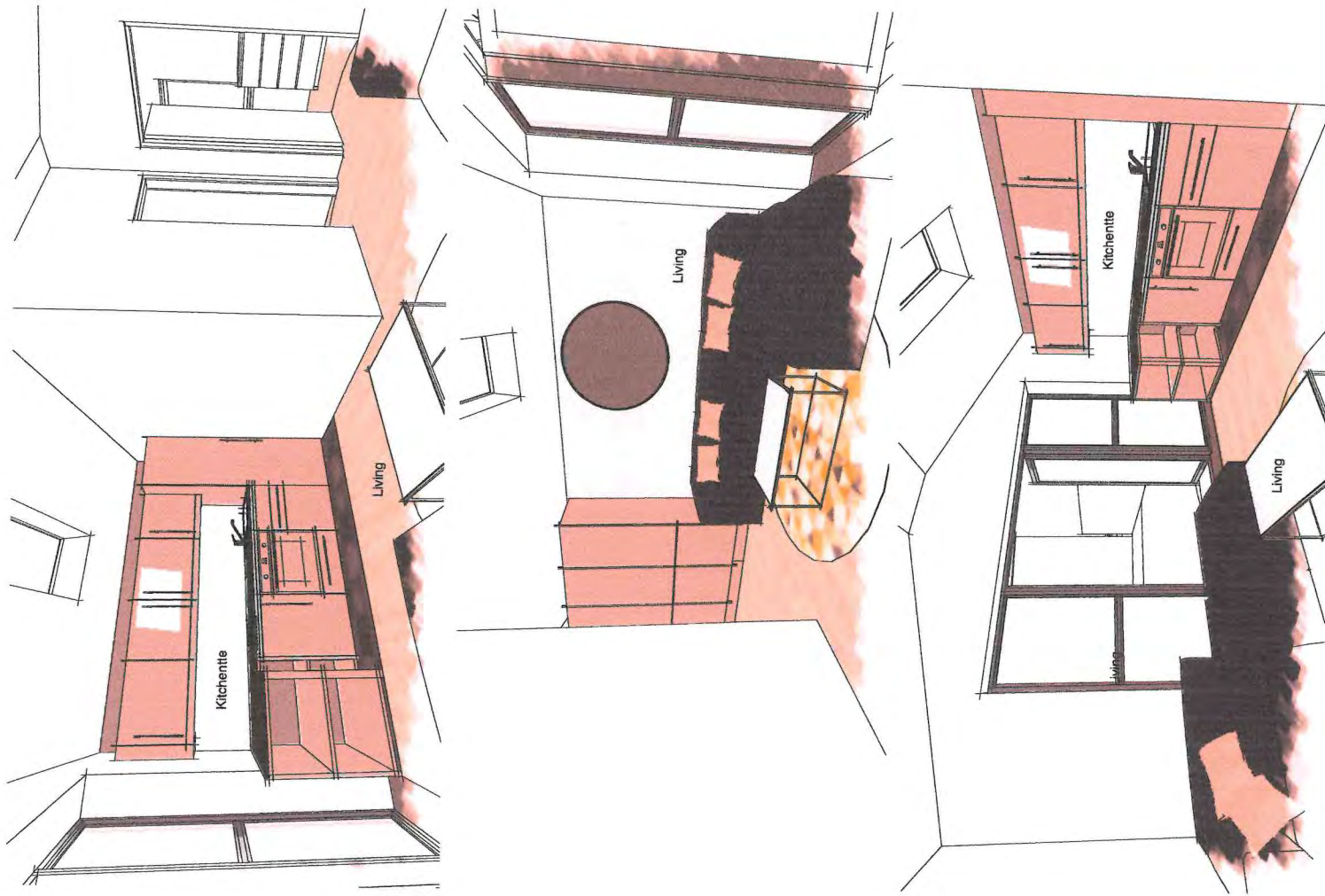
Witness occupation:

RETIRED



Site Location Plan

[illegible]



DESIGN STATEMENT

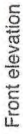
This planning application seeks approval for the construction of a modest outbuilding within the rear garden of 130 Linden Road, Reading. The purpose of the outbuilding is to create an ancillary annexe to support the mental health and wellbeing of the applicant's daughter.

Due to ongoing health needs, the daughter requires a degree of independence in her living arrangements, while still remaining in close proximity to her immediate family for daily support and care. Living separately from the family home is not a viable option, and the proposed annexe will significantly enhance her quality of life by providing a dedicated, quiet space tailored to her needs.

The annexe will include a small living area, kitchenette, dining space, bedroom and bathroom. It is intended strictly as ancillary accommodation and will remain functionally and physically subordinate to the main dwelling. The daughter will continue to access and utilise the main house for daily activities and family life, using the annexe only when appropriate.

This sensitive design proposal strikes a careful balance between fostering independence and ensuring essential family support remains readily accessible.

Drawing Title		Project no. / Stage / Revision	
Proposed Interior Views and Design Statement		1198- PLA- Revision notes: 1. To be used for planning purposes only. 2. To be used for planning purposes only. 3. To be used for planning purposes only. 4. To be used for planning purposes only. 5. To be used for planning purposes only. 6. To be used for planning purposes only. 7. To be used for planning purposes only. 8. To be used for planning purposes only. 9. To be used for planning purposes only. 10. To be used for planning purposes only.	
Project		Drawing no. / Revision	
130 Linden Road, Reading, RG2 7EH		054_C Drawn by LW	
Client		Project no. / Stage / Revision	
Paul Walton		1198- PLA- Revision notes: 1. To be used for planning purposes only. 2. To be used for planning purposes only. 3. To be used for planning purposes only. 4. To be used for planning purposes only. 5. To be used for planning purposes only. 6. To be used for planning purposes only. 7. To be used for planning purposes only. 8. To be used for planning purposes only. 9. To be used for planning purposes only. 10. To be used for planning purposes only.	
Date		Drawing no. / Revision	
June 2025		054_C Drawn by LW	



Rear elevation



Side elevation

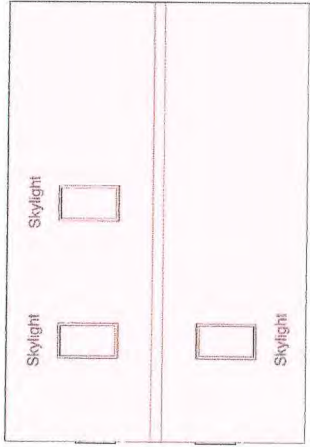


Side elevation

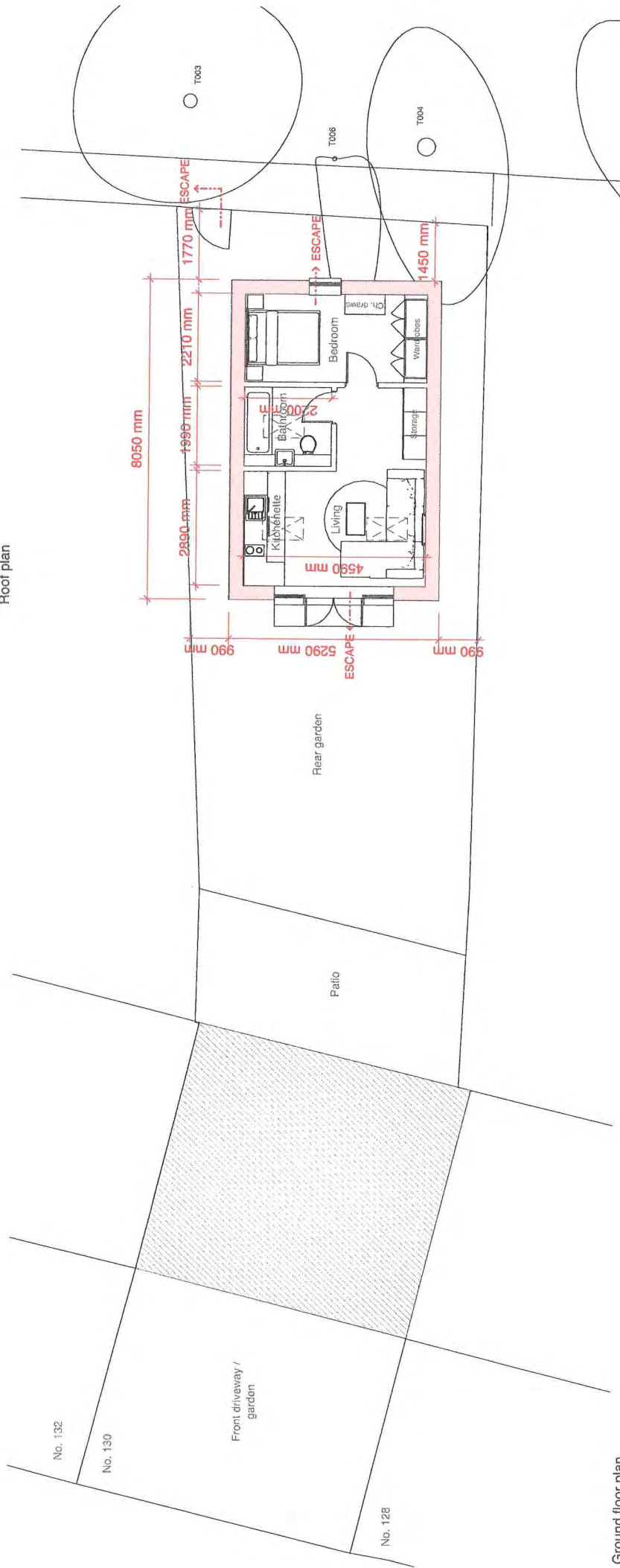


Side elevation

Drawing Title Proposed Elevations	Project no.: 75896 / Drawing no.: 75896-01
Project 130 Linden Road, Reading, RG2 7EH	055_C Drawn by: LW
Client Pau Walton	Provision notes: A: 1:10 scale B: 1:20 scale - line elevation - external C: 1:40 scale - front elevation - external
Date June 2025	Copyright © 2025 Whitefield Design Ltd. All rights reserved. No part of this document may be reproduced without written permission. This document is the property of Whitefield Design Ltd. and is loaned to you for your use only. Please return it to us when finished.



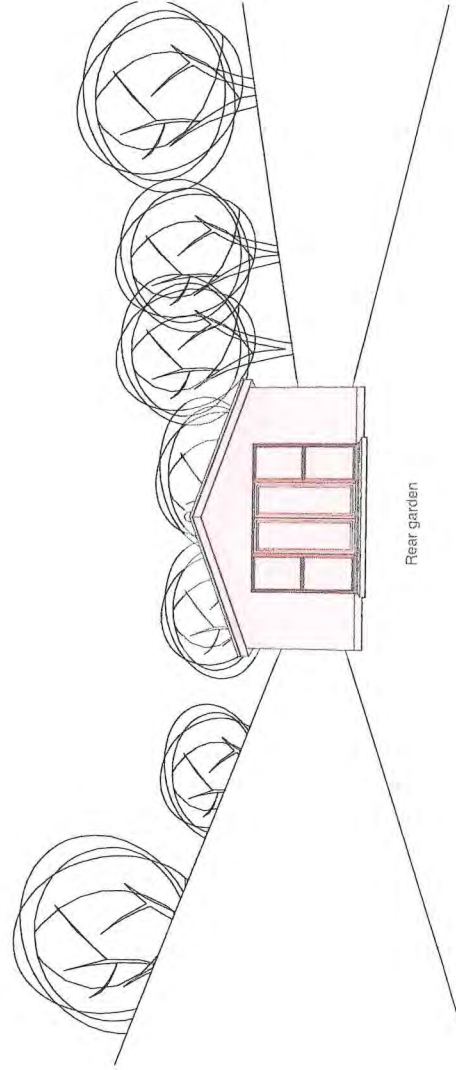
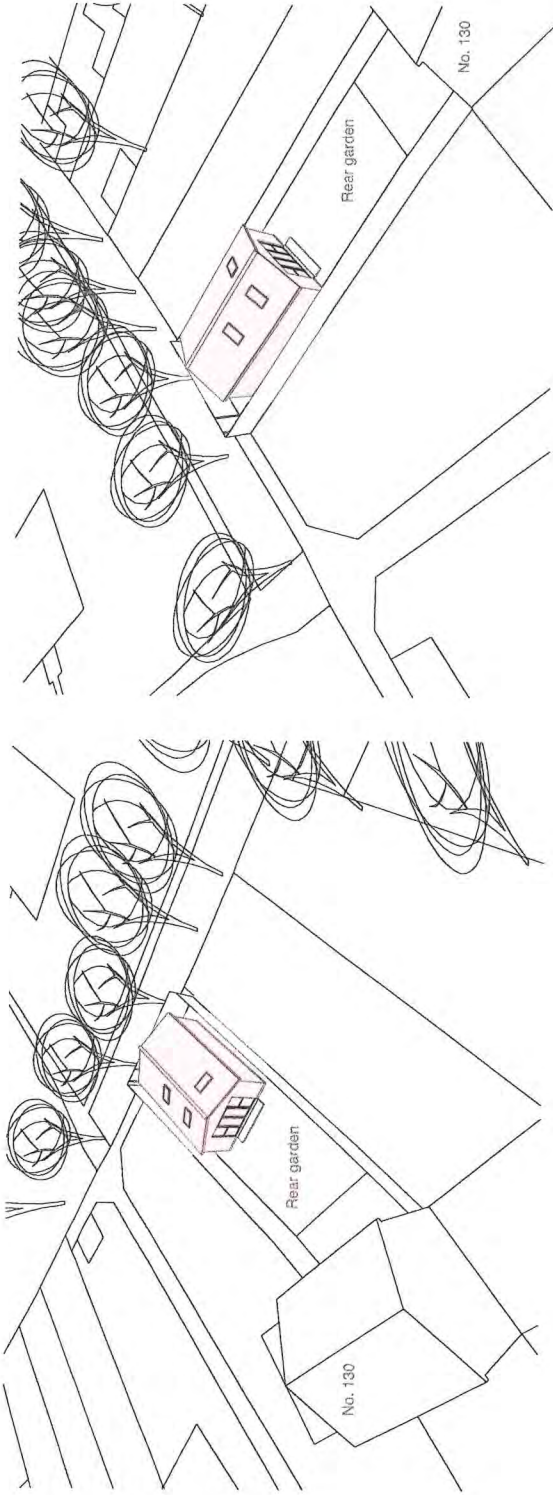
Roof plan



Ground floor plan

Drawing Title		Project no. / Stage / Revision no. / Revision
Proposed GA Plans		1198- PLA- 051_C
Project		Client
130 Linden Road, Reading, RG2 7EH		Paul Walton
Date		June 2025
Revision notes: A - First Issue B - Drawings for planning application C - Drawings for building regulations application D - Drawings for construction E - Drawings for construction (continued) F - Drawings for construction (continued) G - Drawings for construction (continued) H - Drawings for construction (continued) I - Drawings for construction (continued) J - Drawings for construction (continued) K - Drawings for construction (continued) L - Drawings for construction (continued) M - Drawings for construction (continued) N - Drawings for construction (continued) O - Drawings for construction (continued) P - Drawings for construction (continued) Q - Drawings for construction (continued) R - Drawings for construction (continued) S - Drawings for construction (continued) T - Drawings for construction (continued) U - Drawings for construction (continued) V - Drawings for construction (continued) W - Drawings for construction (continued) X - Drawings for construction (continued) Y - Drawings for construction (continued) Z - Drawings for construction (continued)		





Drawing title		Project no. / Stage / Drawing no. / Revision
Proposed 3D Views		1198- PLA- 052_C
Revision notes:		Drawn by: LW
Project:		Client:
130 Linden Road, Reading, RG2 7EH		Paul Walton
Date:		June 2025

Whitfield Design

Whitfield Design Ltd
130 Linden Road, Reading, RG2 7EH
Phone: 01865 311111
Email: info@whitfield-design.co.uk
Website: www.whitfield-design.co.uk

OFFICER DECISION NOTICE



Reading
Borough Council
Working better with you

This notice is to be used for the following types of officer decisions. (Select one option).

☐ **A.** Decisions taken by officers under a specific express delegation from Council or a Committee.

☒ **B.** Decisions taken by officers under a general delegation from Council or a Committee, which relates to (i) a permission or a licence, or (ii) the rights of an individual, or (iii) a contract or expenditure over £100,000 which materially affects that relevant local government body's financial position.

1. Title of decision:	Section 106 planning obligation in relation to 130 Linden Road.
2. Date of the decision:	28 January 2026
3. The decision maker:	Gary Miles, on behalf of the Assistant Director of Planning, Transport and Public Protection Services

4. Decision details:

Under Part 3 Section 3 Planning Applications Committee (PAC) paragraph 4(a) of the Council's Constitution (21 May 2025), planning decisions which have not been reserved to the Planning Applications Committee are to be taken by Officers in the corporate and senior management structure. Entering into a s106 planning obligation in relation to a planning application does not fall within one of the reserved categories set out in Part 3 Section 3 PAC paragraphs 2 and 3 unless the application:

- Has been called in by a Councillor;
- Has been re-referred to PAC;
- Relates to a serving Councillor, or a member of the Corporate Management, Planning or Legal services Teams;
- Relates to a Council development;
- Represents a departure from the Development Plan;
- Is for Major Development and the Officer Recommendation is to grant;
- Has an associated listed building consent; or
- Is a Tree Preservation Order where an objection has been received or is a Council application.

The current application does not fall within one of those categories.

Under Part 3 Section 3 PAC paragraph 4(b), the power to take planning decisions which are not reserved to PAC is restricted to the officer with budgetary or management responsibility for the function, which in this case is the Assistant Director of Planning, Transport and Public Protection Services.

Under Part 3 Section 3 PAC paragraph 4(c), Officers who have had something delegated to them can authorise Officers they line manage to do it on their behalf. The Planning Officer named in section 3 has been authorised to deal with this matter.

The s106 planning obligation has been reviewed by the Planning Officer and is considered to be appropriate to secure mitigation for the planning harms of the proposed development. The obligation has also been negotiated by the Planning and Highways Legal Team and is considered to be legally sound.

5. Reasons for the decision:

The s106 planning obligation is required to secure mitigation for the planning harms of the proposed development.

6. Alternative options considered (if any) and rejected:

Under Part 3 Section 3 PAC paragraph 4(c), officers have the option not to exercise their delegated authority for a planning decision and instead to “pass it back” to the Planning Applications Committee. This decision is not considered to raise any issues which would make this approach advisable or necessary.

7. List of open Background Papers:

None

8. List of confidential or exempt Background Papers:

None.

9. Any other matters taken into consideration:

☐ Legitimate expectation of consultation	☒ Procedural requirements
☐ Public Health implications	☐ Environmental or Climate Change
☐ Health and Safety	☐ Risk Management implications
☐ Transparency of Information (FOI etc)	☐ Privacy Impact Assessments
☐ Human Rights Act Duties	☐ Equality Impact Assessment
☐ Corporate Parenting	☐ Community Safety
☐ Regulatory duties	☐ EU withdrawal
☐ Armed Forces Covenant	☐ Other

Details of the matters taken into account:

As per the Legal Considerations section below, planning obligations (and variations to planning obligations) must be made by way of deed.

10. Legal considerations

S106(9) Town and Country Planning Act requires planning obligations to be entered into by an instrument executed as a deed.

Agreed variations to planning obligations must also be by way of deed (s106A(2) Town and Country Planning Act 1990).

Therefore, the document reflecting the agreed planning obligations needs to be sealed on behalf of the Council as a deed.

11. Financial considerations

None.

12. Internal consultations

None.

Sections 13- 18: To be completed only for Decision A (express delegation from a Committee)

13. The name of the Committee:

Not applicable

14. Date of the meeting:

Not applicable

15. Minute number:

Not applicable

16. The delegation given by the Committee:

Not applicable

17. The name of any member of the committee who declared a conflict of interest in relation to the decision:

Not applicable

18. Any councillor or officer required to be consulted prior to the exercise of this delegation and details of their response.

Not applicable