

DATED 20th December 2018

ABDUL HALIM KHAN AND ZALUD SARDAR KHAN (1)

("the First Owners")

and

JANET FRIEDA SEAWARD AND DAVID SEAWARD (2)

("the Second Owners")

and

MALCOLM THOMAS HERMON AND JENNIFER ELIZABETH DALE HERMON (3)

("the Third Owners")

and

PHILIP EDE AND MARY MARGARET CECILIA EDE (4)

("the Fourth Owners")

and

READING BOROUGH COUNCIL (5)

("the Council")

and

HENLEYROAD LIMITED (6)

("the Developer")

AGREEMENT

constituting a Planning Obligation relating to land at
199 - 207 Henley Road, Reading, RG4 6LJ

(Planning Application No. 180418)

C J Brooks BSc
Head of Legal Services
Reading Borough Council
DX 40124 Reading (Castle Street)
IKEN 8518
SQ (4344)
08/11/2018

THIS AGREEMENT is made the

20th December

2018

BETWEEN:

- (1) **ABDUL HALIM KHAN AND ZALUD SARDAR KHAN** both of 199 Henley Road Caversham Reading RG4 6LJ (the "First Owners") and
- (2) **JANET FRIEDA SEAWARD AND DAVID SEAWARD** both of 7 Northfield Road Ringwood Hampshire BH24 1LS (the "Second Owners") and
- (3) **MALCOLM THOMAS HERMON AND JENNIFER ELIZABETH DALE HERMON** both of 205 Henley Road Caversham Reading RG4 6LJ (the "Third Owners") and
- (4) **PHILIP EDE AND MARY MARGARET CECILIA EDE** both of 205 Henley Road Caversham Reading RG4 6LJ (the "Fourth Owners") and
- (5) **READING BOROUGH COUNCIL** of Civic Offices Bridge Street Reading RG1 2LU ("the Council")
- (6) **HENLEYROAD LIMITED** (Company registration number) whose registered office is at Unit 2 Silwood Park Business Centre Buckhurst Road Ascot Berkshire SL5 7PY ("the Developer")

RECITALS

A. Planning Obligation

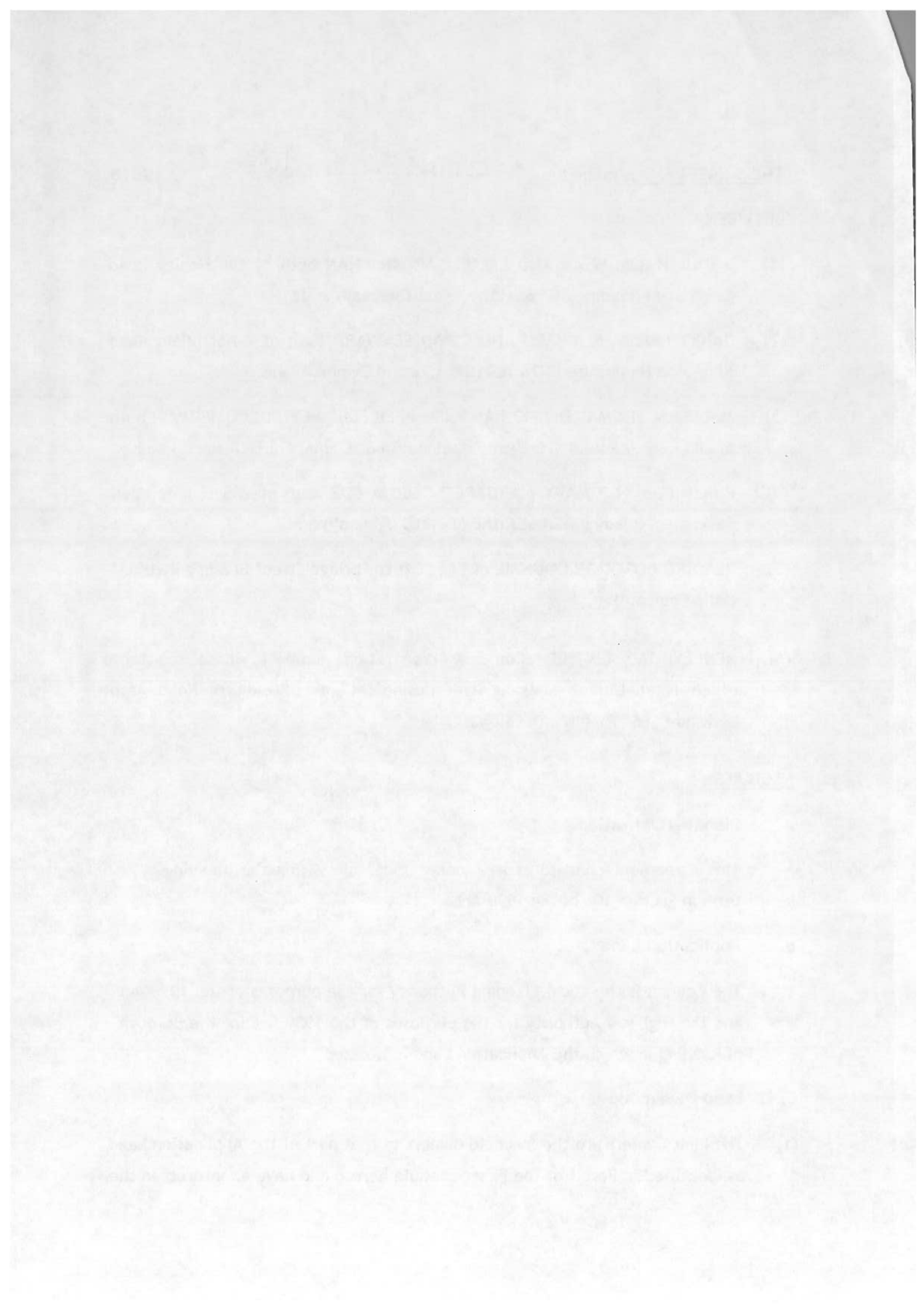
This Agreement constitutes a planning obligation within the meaning of the term in Section 106 of the 1990 Act

B. Application Land

The Council is the Local Planning Authority for the purposes of the 1990 Act and the Highway Authority for the purposes of the 1980 Act for the Borough of Reading in which the Application Land is situated

C. Land Ownership

- (1) The First Owners are the freehold owners of that part of the Application Land as identified in Part 1 of the First Schedule hereto and have an interest in the



Application Land within the meaning of the term in Section 106(9) (b) of the 1990 Act

- (2) The Second Owners are the freehold owners of that part of the Application Land as identified in Part 2 of the First Schedule hereto and have an interest in the Application Land within the meaning of the term in Section 106(9)(b) of the 1990 Act
- (3) The Third Owners are the freehold owners of that part of the Application Land as identified in Part 3 of the First Schedule hereto and have an interest in the Application Land within the meaning of the term in Section 106(9) (b) of the 1990 Act
- (4) The Fourth Owners are the freehold owners of that part of the Application Land as identified in Part 4 the First Schedule hereto and have an interest in the Application Land within the meaning of the term in Section 106(9)(b) of the 1990 Act
- (5) The First Owners the Second Owners the Third Owners and the Fourth Owners are collectively referred to in this Agreement as the Owners

D. Planning Application

Henleyroad Limited which has options to purchase the Application Land from the Owners submitted the Application (180418) to the Council for Planning Permission to carry out the Development on 07 March 2018

E. Planning Permission

The Council having regard to the Development Plan and to all other material considerations resolved at its Planning Applications Committee meeting held on 6th December 2017 that Planning Permission should be granted for the Development pursuant to the Application subject to the prior completion of this Agreement

IT IS HEREBY AGREED AND DECLARED between the parties hereto as follows:-

1. DEFINITIONS

The following expressions shall have the under mentioned meanings

1.1 “the 1980 Act”

means the Highways Act 1980

1.2 “the 1990 Act”

means the Town and Country Planning Act 1990 (as amended)

1.3 “Affordable Housing”

means social rented housing affordable rented housing and intermediate housing as defined in Annex 2 of the National Planning Policy Framework published on 27th March 2012 or any subsequent definition in any revision amendment or re-enactment thereof published by the UK Government and for the avoidance of doubt includes the Social Rented Units and Affordable Rented Units

1.4 “Affordable Housing Contribution”

means the sum of TWO HUNDRED AND FIFTY THOUSAND POUNDS (£250,000.00) as a contribution towards the provision by the Council of Affordable Housing in the Borough which is not being provided by the Owners on the Application Land

1.5 “this Agreement”

means this planning obligation by agreement and any modification thereof approved by the Council pursuant to the powers in Section 106 of the 1990 Act

1.6 “Application”

means the Application seeking Planning Permission to carry out the Development submitted by the Developer to the Council and registered by the Council under reference number 180418

1.7 “Application Land”

means the land described in the First Schedule hereto and shown edged red on Plan 1 at Annexure 1

1.8 “Approval”

means the written approval on behalf of the Council from the Head of Planning Development and Regulatory Services to the Owners or such other officer of the Council who is from time to time is responsible for dealing with and/or approving matters set out in this Agreement and **“Approved”** and **“Approve”** shall be construed accordingly

1.9 “Approved Construction ESP”

means as the case may be a Construction ESP approved by the Council pursuant to Paragraph 2 of the Third Schedule hereto

1.10 “Construction ESP”

means a Construction ESP for the Development which is to be submitted to the Council by the Owners for approval which incorporates measures and/or provisions to meet the requirements set out in the Third Schedule

1.11 “Development”

means the demolition of 199-203 Henley Road and erection of 42 dwellings at 199-203 Henley Road and to the rear of 205-207 Henley Road with associated access from Henley Road and landscaping(Resubmission of 161842)

1.12 “Dispose”

means means the transfer of the freehold interest or the grant of a leasehold estate or interest in a Residential Unit and for the avoidance of doubt disposal shall not mean the exchange of contracts

1.13 “Effective Date”

means the date of this Agreement

1.14 “the Employment Skills and Training SPD”

means the adopted Employment Skills and Training Supplementary Planning Document dated 15th April 2013 and attached at Annexure 3

1.15 “the Construction ESP Monitoring Fees”

means the sum of TWENTY FIVE POUNDS (£25.00) for each agreed Training Output in respect of the Construction ESP to be paid to the Council towards the monitoring and co-ordinating of the Approved Construction ESP

1.16 “ Further Affordable Housing Contributions”

means a further sum that equates to twenty per cent (20%) of the Gross Development Value that exceeds the Minimum GDV as a further contribution towards the provision by the Council of Affordable Housing in the Borough which is not being provided by the Owners on the Application Land

1.17 “Gross Development Valuations”

means two independent RICS valuations of the Gross Development Value of the Development

1.18 “Gross Development Value”

means the cumulative actual or estimated long leasehold or freehold capital receipt and actual or estimated capital receipt of each Disposal of a Residential Unit together with all other actual sale proceeds capital payments and receipts paid to or received by the Owners or by others on their behalf after the date of this Agreement in respect of any Disposal (or in any other case the Open Market Value of the Residential Unit) including in each case (but not limiting the generality of the foregoing) any income or receipt generated by the Owners from:-

(a) in respect of the Disposal of a Residential Unit by way of a part exchange or by way of a swap the full value of the dwelling acquired without deduction for the property taken in part exchange

(b) in respect of the Disposal of a Residential Unit by way of a shared equity scheme the full amount of the premium payable under the lease together with the up to date market value of any residual interest of the Owners in such Residential Unit

(c) in respect a Residential Unit subject to a short residential lease all rents received up to the Disposal of that Residential Unit

(d) all rents licence fees and other sums received by the Owner from any licensee or occupier or any proposed licensee or occupier

(e) any non-repayable sums secured from or through third parties in relation to the Development including government relief grants incentives or tax opportunities

(f) the value of any overage or other performance related payment attributable to any Disposal

(g) any compensation damages interest or other payment or sum of whatever nature not otherwise provided for in this definition received by or on behalf or as agent of the Owner or a third party on their behalf for whatsoever purpose in respect of the Development

(h) the actual or independently estimated capitalised rental value of any ground rents on long leasehold Disposals

PROVIDED ALWAYS that all such sale proceeds capital payments receipts and other income shall only be taken into account once when calculating the Gross Development Value

1.19 “Highway Works”

means (a) the provision of a 2.4m x 90m visibility splay in both directions for the new access to the Application Land (b) the extension to the new access of the existing foot/cycleways (c) amendments to the carriageway markings (d) relocation of the bus shelter and other works as shown for indicative purposes only on Drawing number 2829.10 at Plan 3 and which shall include any necessary alterations to and reinstatements of the existing highways and statutory undertakers equipment the provision of or alteration to street lighting road signs drainage structures traffic signals related accommodation and any other works normally associated with the construction of a highway or reasonably required as a result of the Council’s inspections

1.20 “the Highway Works Agreement”

means an agreement between the Owner and the Council as Highways Authority made under Section 278 of the 1980 Act and all other enabling

powers to regulate the carrying out of the Highway Works executed substantially in the form annexed at Annexure 2

1.21 "Implementation"

means the carrying out of a "material operation" as defined in Section 56(4) of the 1990 Act save that this definition shall not include any works of demolition site clearance ground investigation site survey works construction of boundary fencing or hauling decontamination soil investigation and archaeological testing and "Implement" and "Implemented" shall be construed accordingly

1.22 "Implementation Notice"

means the notice to be served by the Owners upon the Council stating the proposed date of Implementation of the Development

1.23 "Local Labour"

means local workers living within the Reading area

1.24 "Minimum GDV"

means the agreed Gross Development Value sum of twenty million two hundred thousand pounds (£20,200,000.00)

1.25 "Monitoring Fee"

means the sum of SIX HUNDRED POUNDS (£600.00) to be paid to the Council for the purpose of monitoring the Obligations set out in this Agreement

1.26 "Monitoring Officer"

means the Council's Monitoring Officer (within the Council's Directorate of Environment and Neighbourhood Services) as designated by the Council to monitor the Obligations set out in this Agreement

1.27 "the New Residential Road"

means the new estate road as shown coloured purple on Plan 2 which will give access and egress to the Occupiers of the Development from and to Henley Road

1.28 “Obligations”

means the covenants on behalf of the Owners set out at Clause 5.1 to this Agreement

1.29 “Occupation”

means beneficial occupation of any part of the Development **PROVIDED THAT** (and it is agreed between the parties hereto that) for the avoidance of doubt occupation for the purposes of construction completion and fitting out shall not constitute Occupation and “Occupy” and “Occupied” shall be construed accordingly

1.30 “Occupation Notice”

means the notice to be served by the Owners upon the Council that the Development has been brought into use and Occupied

1.31 “the Owners”

means the First Owners the Second Owners the Third Owners and the Fourth Owners

1.32 “Partner Organisation”

means the economic development company Reading UK CIC (Co. Registration No. 5671172) mandated by the Council and the Reading 2020 Local Strategic Partnership to lead on economic development (Memorandum of Understanding dated 15th February 2008) whose registered office is at 5th Floor Thames Tower Station Road Reading RG1 1LX or any successor or similar organisation or organisations having similar objectives to Reading UK CIC and nominated by the Council in writing to the Owner from time to time as the partner organisation for the purposes of an Approved ESP

1.33 “Plan 1” means the plan marked “Plan 1” illustrating the Application Land edged red annexed hereto

“Plan 2” means the plan marked “Plan 2” illustrating the New Residential Road

“Plan 3” means the plan marked “Plan 3” illustrating the Highway Works Drawing

1.34 “Planning Permission”

means the planning permission to be granted by the Council pursuant to the Application substantially in the form of the draft at Annexure 4

1.35 “Practical Completion”

means either (a) the issue of a certificate of practical completion pursuant to a building contract at the time when all buildings permitted under the Planning Permission are completed or (b) where the said buildings are capable of beneficial use and occupation (whichever is the earlier)

1.36 “Prescribed Period”

means the period commencing on the date of receipt by the Council of the relevant payment pursuant to and in accordance with this Agreement and expiring at the end of five (5) full financial years (ending 31 March) following the financial year in which the payment is received by the Council

1.37 “Ransom Strip”

means a small strip of land that adjoins other land and which is retained by the Owners to prevent access and egress to adjoining land unless rights of access are granted or the strip itself is purchased for valuable consideration by the adjoining landowner

1.38 “Residential Unit”

means any residential dwelling unit permitted by the Planning Permission and “Residential Units” shall be construed accordingly

1.39 “the Section 38 Agreement”

means an agreement between the Owners and the Council as Highway Authority under Section 38 of the 1980 Act for the laying out maintenance and subsequent adoption of the New Residential Road on the Application Land

1.40 "Training Output"

means in respect of a Construction ESP the relevant outputs for that Construction ESP listed in Appendix 1 to the Employment Skills and Training SPD

1.41 "Working Days"

means days (other than Saturdays Sundays of 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 otherwise requires words in the singular shall include the plural and in the plural shall include the singular

2.5 Unless the context otherwise requires 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 personal representatives successors or permitted assigns and in the case of the Council the successors to its respective statutory functions

2.7 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

2.8 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

2.9 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

- 2.10 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
- 2.11 A reference to writing or written does not include faxes or e-mail
- 2.12 A reference to "this Agreement" or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other document or deed as varied or novated (in each case other than in breach of the provisions of this Agreement) from time to time
- 2.13 References to clauses plans schedules paragraphs and annexures are to the clauses plans schedules paragraphs and annexures of this Agreement

3. LEGAL EFFECT

- 3.1 This Agreement is made pursuant to Section 106 of the 1990 Act Section 111 of the Local Government Act 1972 and all other enabling powers to the intent that it shall bind the Owners in respect of their respective interests in the Application Land and their successors in title to each and every part of their respective interests in the Application Land and their assigns and the parties agree that in the event the Developer becomes a successor in title to the Owners then the Developer shall perform the Obligations insofar as they apply to the Developer's interest in the Application Land and until such time the Developer shall not become liable for the Obligations in this Agreement save as to Clause 5.2
- 3.2 This Agreement shall be enforceable by the Council
- 3.3 If the Planning Permission expires within the meaning of Sections 91 92 93 of the 1990 Act or is revoked or otherwise withdrawn or modified by any statutory procedure without the consent of the Owners this Agreement shall cease to have effect (but not so as to avoid any Obligation in this Agreement on the part of the Owners having already been implemented or performed)

- 3.4 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) granted by the Council or by the Secretary of State on appeal or by reference to him after the date of this Agreement
- 3.5 If any provision of this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired
- 3.6 The Developer and the Owners shall in parting with their respective interests in the Application Land or part thereof be released from all liability under the terms of this Agreement (insofar as it is binding on that part of the Application Land to which the breach relates) unless they hold an interest in the Application Land or part of the Application Land in respect of which such breach occurs or held such an interest at the date of the breach
- 3.7 No Obligations contained in this Agreement shall be binding on any freehold or leasehold owners or occupiers of the Residential Units to be constructed pursuant to the Planning Permission (or their respective mortgagees) or land held by any of the statutory utilities for their operational purposes
- 3.8 The Developer hereby covenants with the Owners that from and including the date the Developer acquires the freehold of the Application Land the Developer shall discharge the Obligations pursuant to Clause 5.1 and furthermore covenants with the Owners to keep each and every one of the Owners fully indemnified against all liabilities proceedings costs claims demands and expenses incurred or arising as a result of this Agreement and/or any breach or non-observance of them
- 3.9 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

Unless the context otherwise requires the Obligations in this Agreement shall come into force on the grant of the Planning Permission and the Implementation of the Development

5. THE OWNER'S OBLIGATIONS

5.1 The Owners jointly and severally covenant with the Council

- (a) not to Implement the Development before the Owners have served the Implementation Notice
- (b) to serve an Occupation Notice within five (5) Working Days after any part of the Development has been first Occupied
- (c) to observe and perform the obligations on their part contained in the Second Schedule (Affordable Housing Obligations) the Third Schedule (Construction ESP Obligations) and the Fourth Schedule (Highways Obligations)

5.2 The Developer further covenants with the Council to pay on the Effective Date the:-

- (a) Council's reasonable legal costs and expenses incurred in the preparation and completion of this Agreement in the sum of one thousand five hundred pounds (£1,500.00)
- (b) Monitoring Contribution

6. COUNCIL'S OBLIGATIONS

The Council covenants with the Owners to observe and perform the obligations on its part contained in the Second Schedule (Affordable Housing Obligations) the Third Schedule (Construction ESP Obligations) the Fourth Schedule (Highway Obligations) and the Fifth Schedule (Council's Obligations)

7. INTEREST ON UNPAID MONIES

If any monies (save for the Monitoring Contribution) due under this Agreement are paid late the Owners shall pay the Council interest at the rate of 4% per annum above the base rate of the Lloyds Bank PLC for the time being in force on the sum of the monies due or (as the case may be) on any amount thereof

which may be outstanding from the date on which under the terms of this Agreement the monies are due up to the date of payment of the relevant monies

8. PAYMENTS TO THE COUNCIL

Any contributions due to the Council under the terms of this Agreement (SAVING AND EXCEPTING for the sums payable to the Council under Clause 5.2) 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
(No.4344)

9. NOTICES

Any notice or other written communication to be served by one party upon another pursuant to 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 herein specified or such other address as may from time to time be notified for the purpose by notice in writing and any such 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

10. ADDRESSES FOR SERVICE

The address for any notice or other written communication is for the Council at Civic Offices Bridge Street Reading RG1 2LU and for the respective Owners and the Developer as specified in the Agreement

11. ARBITRATION

11.1 In the event of any dispute arising between the parties in respect of this Agreement the dispute shall be referred:-

- (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 or
- (b) in the case of a dispute regarding the 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

11.2 Any referral pursuant to Clause 11.1 may be made on the joint application of the parties or on the application of any party and any such referral shall be construed as a submission to arbitration within the meaning of the Arbitration Act 1996.

11.3 The decision of any expert appointed pursuant to Clause 11.1 (the "Expert") shall be final and binding on the parties and whose costs shall be in his award

11.4 The Expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the parties to the dispute within the minimum practical timescales allowing for the nature and complexity of the dispute and in any event not more than twenty Working Days from the date of his appointment to act

12. THIRD PARTY RIGHTS

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

13. NO WAIVER

No waiver (whether express or implied) by the Council of any breach of or default by any of the Owners and the Developer 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 thereof by any of the Owners and the Developer

14. LOCAL LAND CHARGE

This Agreement is and shall be registered as a Local Land Charge by the Council and following performance and satisfaction of all the Obligations contained in this Agreement or in the event that the Planning Permission expires without first being Implemented the Council shall forthwith effect the cancellation of all entries in the Local Land Charges Register at no cost to the parties

15. JURISDICTION

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

EXECUTED as a deed by the parties hereto and delivered on the date written at the start of this deed

THE FIRST SCHEDULE

(“the Application Land”)

Part 1

All that freehold land known as 199 Henley Road Caversham Reading RG4 6LJ registered at the Land Registry under Title Number BK247082 as shown coloured brown on Plan 1 at Annexure 1

Part 2

All that freehold land known as (a) 201 Henley Road Caversham Reading RG4 6LJ registered at the Land Registry under Title Number BK433044 (b) land adjoining 201 and 203 Henley Road Caversham Reading RG4 6LJ registered at the Land Registry under Title Number BK433110 and (c) 203 Henley Road Caversham Reading RG4 6LJ registered at the Land Registry under Title Number BK433046 together shown coloured green on Plan 1 at Annexure 1

Part 3

All that freehold land known as 205 Henley Road Caversham Reading RG4 6LJ registered at the Land Registry under Title Number BK261564 as shown coloured orange on Plan 1 at Annexure 1

Part 4

All that freehold land known as 207 Henley Road Caversham Reading RG4 6LJ registered at the Land Registry under Title Number BK191509 as shown coloured orange on Plan 1 at Annexure 1

THE SECOND SCHEDULE

(“the Affordable Housing Obligations”)

The Owners jointly and severally covenant and agree with the Council as follows:-

1. To pay to the Council the Affordable Housing Contribution prior to the Disposal or Occupation (whichever is the earlier) of the thirty eighth (38th) Residential Unit within the Development and not to Dispose or Occupy more than thirty eight (38) Residential Units comprised within the Development until the said Affordable Housing Contribution has been paid by the Owners to the Council in full
2. The Owners will provide to the Council the Gross Development Valuations together with such supporting information as the Council may reasonably require so as to obtain the Gross Development Value of the Development as a whole no later than the Disposal or Occupation (whichever is the earlier) of the forty first (41st) Residential Unit
3. The calculation of the Further Affordable Housing Contribution will be produced by the Owners under which there shall be full and frank disclosure of all relevant supporting information
4. The Owners shall pay to the Council any Further Affordable Housing Contribution within fifteen (15) Working Days of it being agreed by the Council in writing or determined by an expert under Clause 11 to this Agreement
5. Not to Dispose of or Occupy or permit Occupation of the last Residential Unit until any Further Affordable Housing Contribution has been paid to the Council in full
6. On payment of the Further Affordable Housing Contribution the Owners shall be free to Dispose of or Occupy or permit Occupation of the last Residential Unit free of the obligations in Paragraphs 2-5 of this Second Schedule

THE THIRD SCHEDULE

(“the Construction ESP Plan Obligations”)

1. Construction Employment and Skills Measures and Provisions

means the requirements of the Construction ESP such that it:-

- identifies and promotes in collaboration with the Partner Organisation or any other organisation as the Council may nominate employment opportunities generated in relation to the construction of the Development
- targets Local Labour (although not to the exclusion of people from outside the Borough of Reading) in relation to the construction of the Development
- sets the means of and timetable for implementing and/or seeking to achieve the identified objectives of the Approved Construction ESP
- sets out a programme for payment of the Construction ESP Monitoring Fees
- provides for the reporting mechanisms (with reports to be not less than six (6) monthly) on progress in implementing and/or achieving the objectives of the Approved Construction ESP

2. Construction ESP Obligations

The Owners jointly and severally covenant and agree with the Council as follows:-

- (a) At least twenty (20) Working Days prior to Implementation of the Development the Owners shall submit the Construction ESP to the Council for Approval (and if necessary re-submit until Approved) **PROVIDED ALWAYS** that if the Construction ESP has not been Approved by the Council or the Council has not provided comments on the Construction ESP within fifteen (15) Working Days from its submission the Construction ESP shall be deemed to be Approved
- (b) The Owners shall not Implement the Development until the Construction ESP submitted by the Owners has been Approved or deemed to have been Approved pursuant to Paragraph 2(a) of this Third Schedule
- (c) In the event that the Construction ESP submitted by the Owners is Approved (or deemed Approved) by the Council under Paragraph 2 (a) of this Third Schedule and the Development is Implemented the Owners shall implement

observe monitor and comply with the Approved Construction ESP to the reasonable satisfaction of the Council until Practical Completion of the Development (or such earlier date as may be agreed between the Council and the Owners)

- (d) In carrying out its obligations under Paragraphs 2(a)-(c) of this Third Schedule the Owners shall co-operate with the Council and its Partner Organisation in the preparation by the Owner of the Construction ESP
- (e) The Owners shall pay to the Council the Construction ESP Monitoring Fees for any Approved Construction ESP as calculated by the Owners in accordance with the Employment Skills and Training SPD and as set out for payment in the Approved Construction ESP

THE FOURTH SCHEDULE

(“the Highway Obligations”)

The Owners jointly and severally covenant and agree with the Council as follows:-

1. Highway Works

- (a) Not to Implement the Development prior to entering into the Highway Works Agreement with the Council
- (b) Not to permit first Occupation of any part of the Development until the Highway Works have been carried out in accordance with the Highway Works Agreement and to the reasonable satisfaction of the Council

2. Section 38 Agreement

- (a) Not to Implement the Development prior to entering into the Section 38 Agreement for the New Residential Road
- (b) Not to create or retain any Ransom Strip along the entire length of that part of the eastern boundary of the Application Land which forms part of the New Residential Road and for the avoidance of doubt the New Residential Road (including the road footpaths cycleways and amenity land) will be constructed by the Owners up to the boundary with 209 Henley Road and adopted by the Council under the terms of the Section 38 Agreement

THE FIFTH SCHEDULE

(“the Council’s Obligations”)

1. Within five (5) Working Days of the Effective Date the Council will issue the Planning Permission
2. 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
3. Not to use any part of the Affordable Housing Contribution or any Further Affordable Housing Contribution other than towards the provision of Affordable Housing
4. If any element of the Contributions remains unspent or uncommitted in part or in whole at the expiry of the Prescribed Period the Council covenants to return the Contributions or such part thereof as appropriate to the person who made the payment together with such interest at the Lloyds Bank PLC base rate for the time being in force such payment to be made within twenty (20) Working Days of written demand following the expiry of the Prescribed Period

ANNEXURE 1

("the Plans")

"Plan 1" - the Application Land

"Plan 2" - the new Residential Road

"Plan 3" - the Highway Works

Plan 1

N



07 HENLEY ROAD, CAVERS HAM, RG4 6LJ

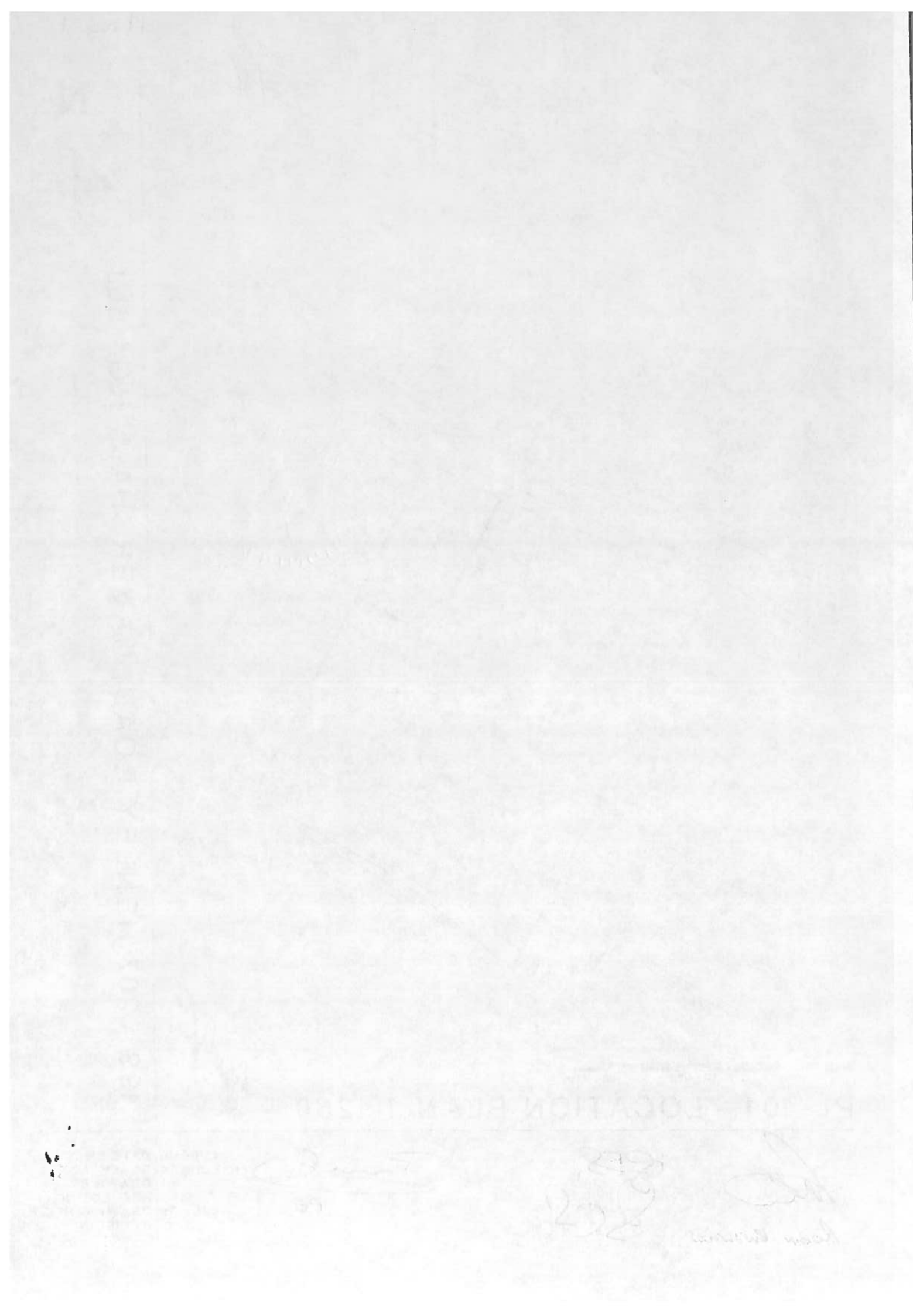
*amr/ab:the
PE*



Scale 1:1250 10 0 10 20 30 40 50m

PL-101 - LOCATION PLAN 1:1250

12/06/16 DATE DRAWN
:1250@A4 SCALE
MJ DRAWN BY
1159 PROJECT NO.
PL-101 DRAWING REF.
C REVISION



Andi Davis: Plan
RE



Based on MZA Architects Dwg no. PL-01A, Jan 2012

- Existing Adopted High
- Proposed Road for Adoption

Peter Evans Partnership
Transport Planning and
Traffic Engineering Consultants

17 Richmond Way, Chesham,
Bucks HP8 4JH
Tel: 0494 471111
Fax: 0494 471112

HENLEY ROAD LTD.
READING, 188-207 HENLEY ROAD

Job

Drawing Title
**EXTENT OF NEW RESIDENTIAL ROAD
PROPOSED FOR ADOPTION**

Scale (1:500)
1:500

Drawn by
JP

Checked by
28.09.17

Drawing Number
2828.11

© Peter Evans Partnership

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

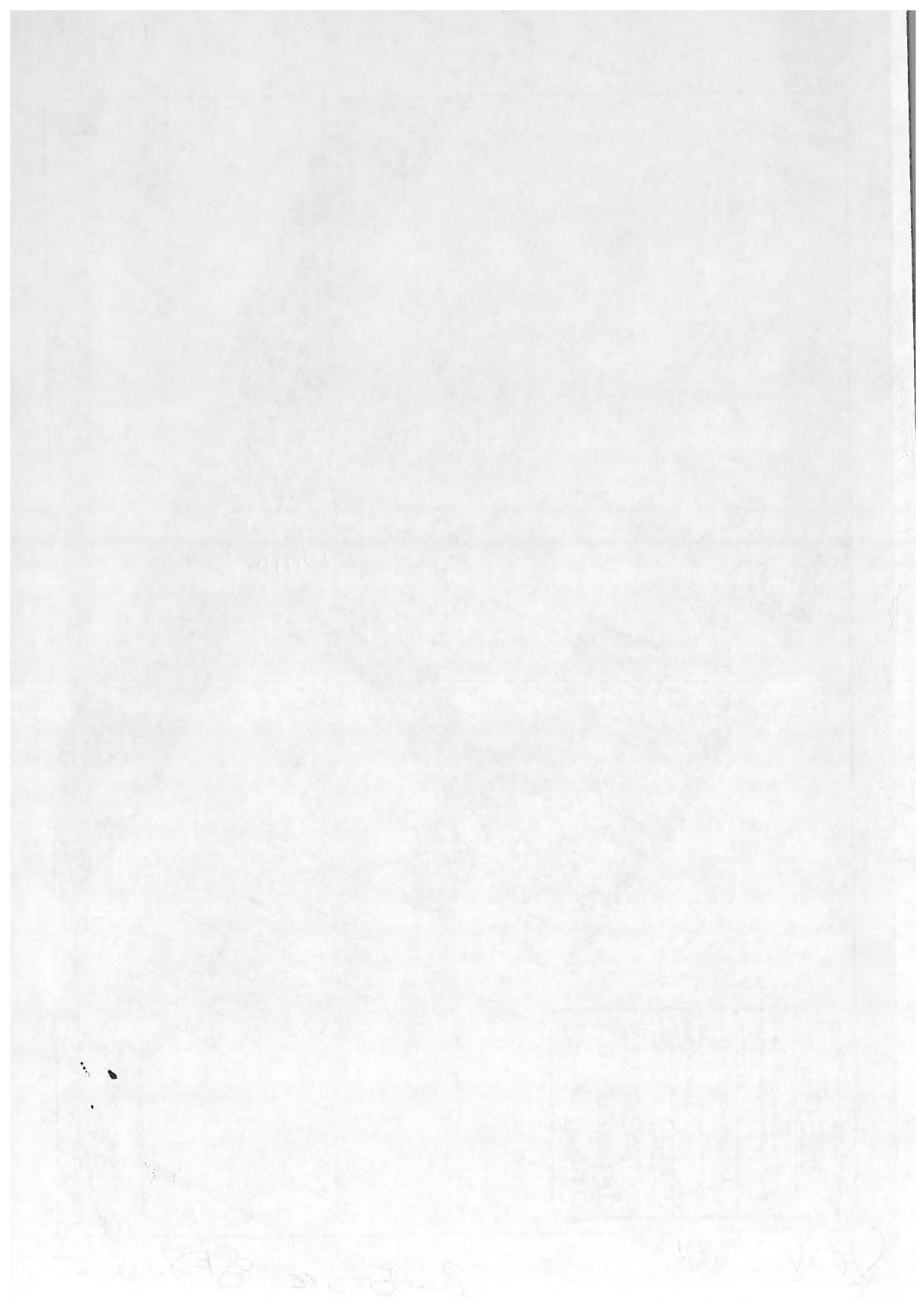
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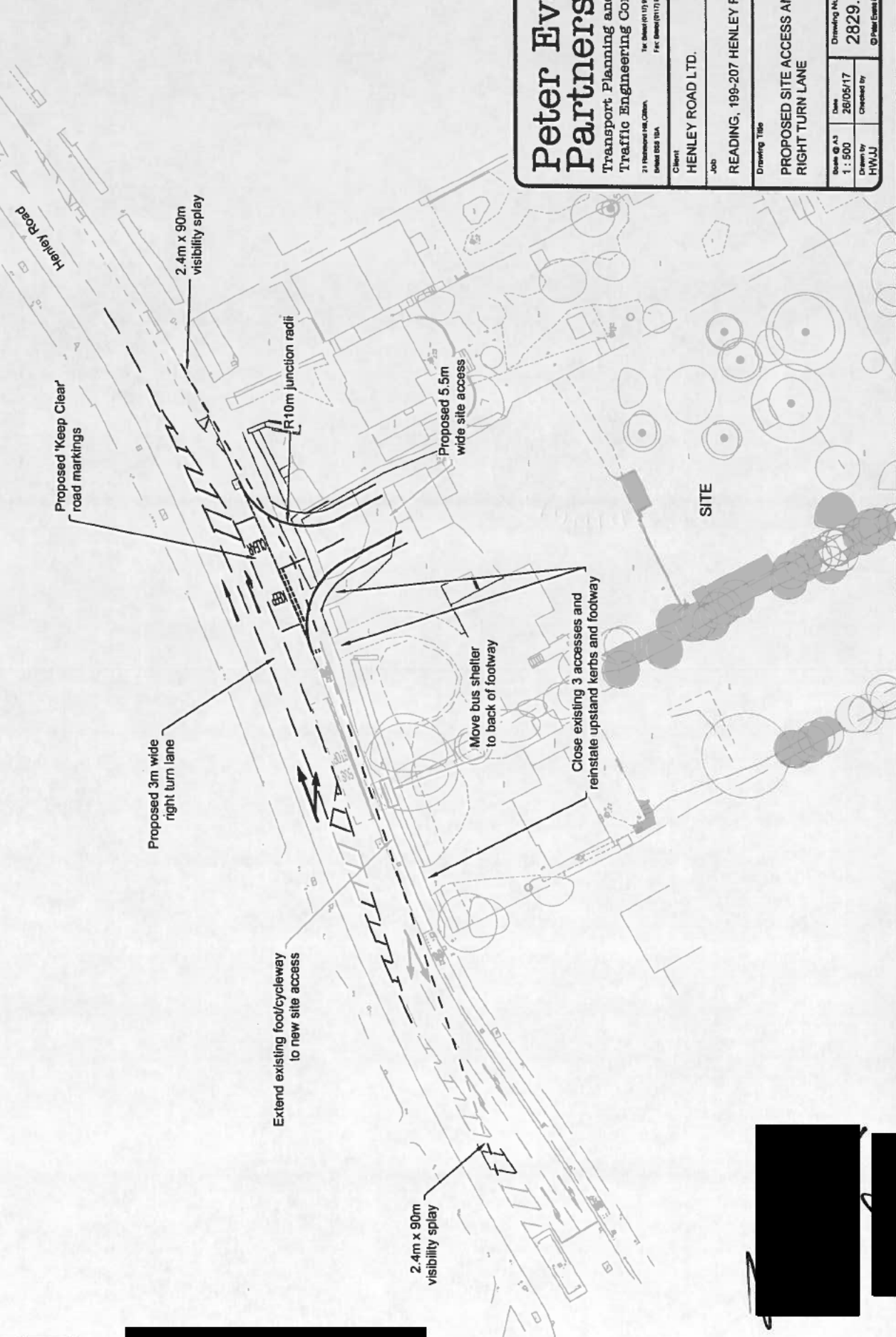
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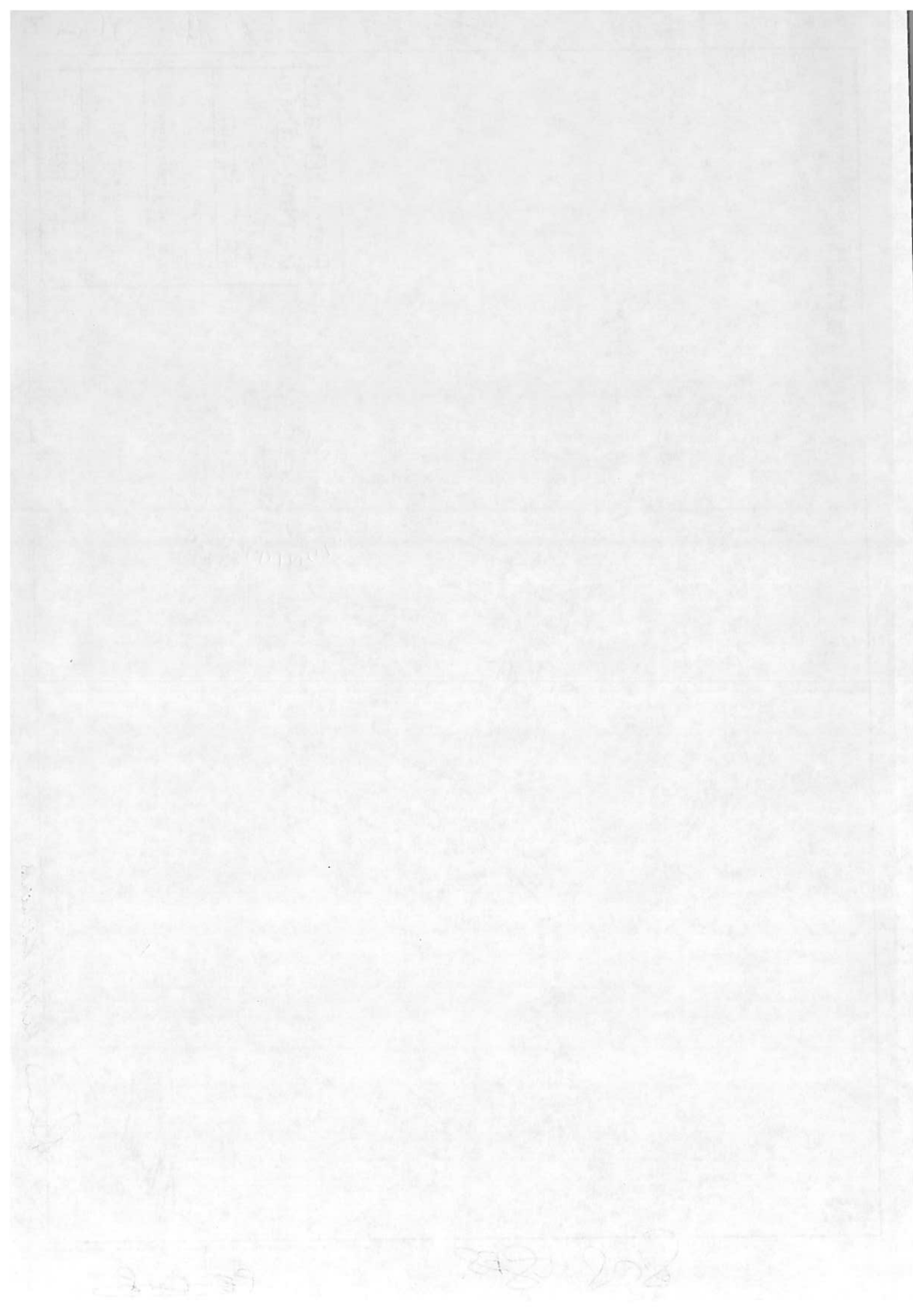
[Redacted]



Peter Evans Partnership Transport Planning and Traffic Engineering Consultants 21 Redwood Hill, Colton, Essex SS16 5DA Tel: 01702 773445 Fax: 01702 773470	
Client	HENLEY ROAD LTD.
Job	READING, 199-207 HENLEY ROAD
Drawing Title	PROPOSED SITE ACCESS AND RIGHT TURN LANE
Scale @ A3	1:500
Date	26/05/17
Drawn by	HWJJ
Checked by	
Drawing Number	2829.10
© Peter Evans Partnership	

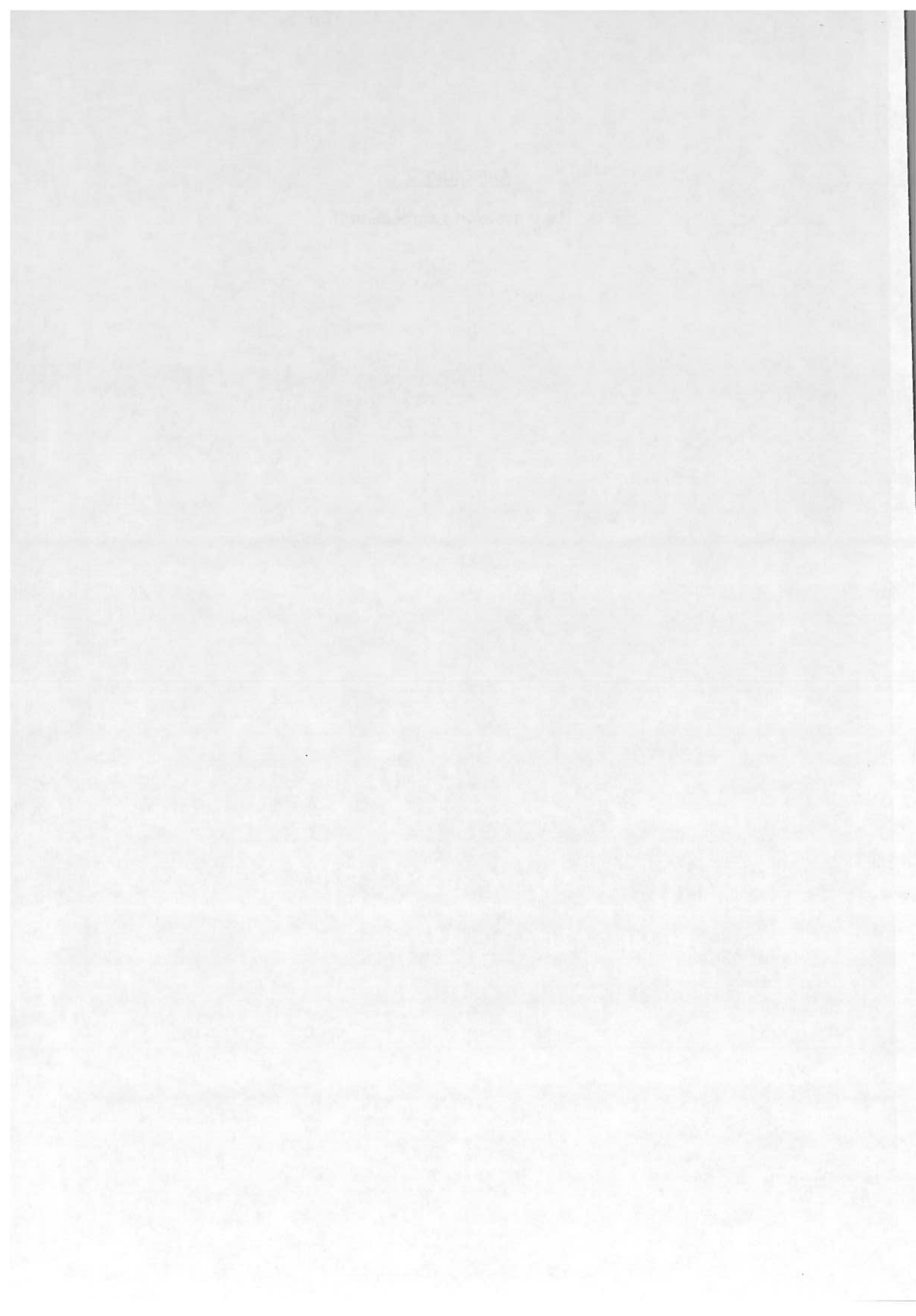


Robt Knowles



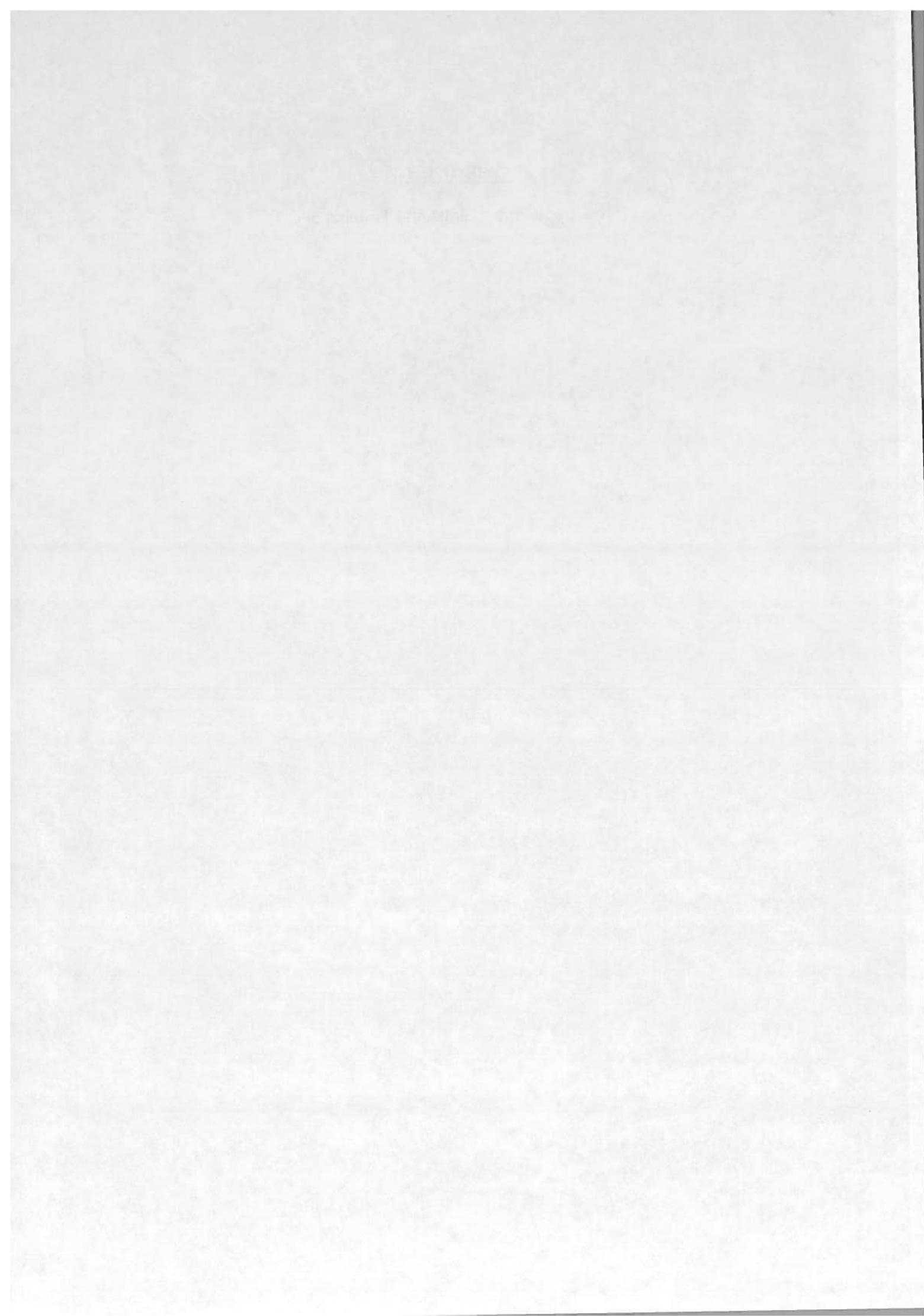
ANNEXURE 2

("the Highways Works Agreement")



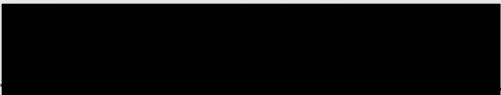
ANNEXURE 3

(“the Employment Skills and Training SPD”)



ANNEXURE 4

(“the draft Planning Permission”)

SIGNED AS A DEED (but not delivered) 
until the date hereof) by the said)
ABDUL HALIM KHAN in the presence) *sign here*
of

W

I Name: Paul Evans

T

N Address: 2 Bunce View
Bracknell

E

S

S

Signature: 

SIGNED AS A DEED (but not delivered) 
until the date hereof) by the said)
ZALUD SARDAR KHAN in the presence) *sign here*
of

W

I Name: Zalud Sardar

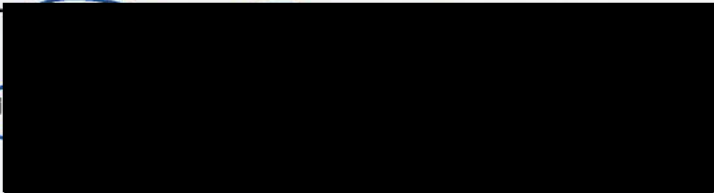
T

N Address: 2 Bunce View
Bracknell

E

S

S

Signature: 

WITNESSES AS A PARTY (see last page)

with the other party to the contract

AS PART OF THE CONTRACT IN THE PRESENCE

W

W

W

W

W

W

W

W

W

W

W

W

W

W

W

W

W

W

SIGNED AS A DEED (but not delivered)
until the date hereof) by the said)
JANET FRIEDA SEAWARD in the)
presence of

[Redacted Signature]

sign here

W

I Name: Paul Evans

T

N

E

S

S

Address: 2 Bunce's View
Bracknell

Signature

[Redacted Signature]

SIGNED AS A DEED (but not delivered)
until the date hereof) by the said)
DAVID SEAWARD in the presence of)

[Redacted Signature]

sign here

W

I Name: Paul Evans

T

N

E

S

S

Address: 2 Bunce's view
Bracknell
Berkshire

Signature

[Redacted Signature]

Donna K. T.

1000 1st St. N.
St. Paul, Minn. 55102
Phone 862-1234

Dear Mr. T.

I am sorry to hear
that you are
leaving.

I hope you will
write soon.

Sincerely,
Donna K. T.

Yours truly,
Donna K. T.

Donna K. T.
1000 1st St. N.
St. Paul, Minn. 55102

Enclosed is a
check for \$100.00.

SIGNED AS A DEED (but not delivered)

until the date hereof) by the said)

MALCOLM THOMAS HERMON in the)

sign here

presence of:-

W

I

Name:

T

N

Address:

E

S

S

Signature:

SIGNED AS A DEED (but not delivered)

until the date hereof) by the said)

JENNIFER ELIZABETH DALE HERMON)

sign here

in the presence of:-

W

I

Name:

T

N

Address:

E

S

S

Signature:

in the presence of:-
MALCOLM THOMAS HERMON in the)
sign here)
(until the date hereof) by the said)
(SIGNED AS A DEED (but not delivered)

W
1 Name: [Signature]
T
Address: [Signature]
E
S
2
Signature: [Signature]

in the presence of:-
JENNIFER ELIZABETH DALE HERMON)
sign here)
(until the date hereof) by the said)
(SIGNED AS A DEED (but not delivered)

W
1 Name: [Signature]
T
Address: [Signature]
E
S
2
Signature: [Signature]

SIGNED AS A DEED (but not delivered)

until the date hereof) by the said)

PHILIP EDE in the presence of:-)

sign here

W

I Name: JENNIFER E D. HARMON

T

N Address: 205 HONLEY RD

E CAVERSHAM

S READING RG4 6LJ

S

Signature: 

SIGNED AS A DEED (but not delivered)

until the date hereof) by the said)

MARY MARGARET CECILIA EDE in the)

sign here

presence of:-

W

I Name: JENNIFER E D. HARMON

T

N Address: 205 HONLEY RD

E CAVERSHAM

S READING RG4 6LJ

S

Signature: 

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	PAC
	06/12/2017
Originator	SQ
Seal No.	373/18
Checked	Vh

EXECUTED AS A DEED BY

HENLEYROAD LIMITED

acting by:

Director



Robin Knowles

WITNESSES
CR Director



CHRISTOPHER PAUL EVANS
2 BUNCES VIEW
BRACKNELL
BERKS
RG12 8DF

AGREEMENT

constituting a Planning Obligation relating to land at
199 - 207 Henley Road, Reading, RG4 6LJ

(Planning Application No. 180418)

C J Brooks BSc
Head of Legal Services
Reading Borough Council
DX 40124 Reading (Castle Street)
IKEN 8518
SQ (4344)
08/11/18

