

**DATED** 1st July **2020**

**PEDNOR PROPERTY LIMITED (1)**

**("the Owner")**

**READING BOROUGH COUNCIL (2)**

**("the Council")**

**AGREEMENT**

constituting a Planning Obligation relating to land at  
Former Zoar Strict Baptist Chapel South Street Reading RG1 4QU

**(Planning Application No. 182188)**

Michael Graham LLB(Hons);  
MBA  
Assistant Director of Legal &  
Democratic Services  
Reading Borough Council  
DX 40124 Reading (Castle Street)  
IKEN 12205  
WB 28/4/2020

THIS AGREEMENT is made the

1st July

2020

BETWEEN:

- (1) **PEDNOR PROPERTY LIMITED** (Co. Regn. No. 10757846) care of Bridger Smart & Co Ltd Unitek House Churchfield Road Chalfont St Peter Gerrards Cross SL9 9EW (the "Owner")
- (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 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 for the Borough of Reading in which the Application Land is situated

**C. Land Ownership/Interests**

(1) The Owner is the freehold 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 under Land Registry Title BK478122

**D. Planning Application**

On 31 January 2019 the Application (182188) was submitted by the Owner to the Council for Planning Permission to carry out the Development

**E. Planning Permission**

The Council having regard to the Development Plan and to all other material considerations have resolved that the 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 1990 Act”**

means the Town and Country Planning Act 1990

### **1.2 “2008 Act”**

shall mean the Housing and Regeneration Act 2008

### **1.3 “Access” means the provision (without payment of monetary or other consideration) of pedestrian rights of way and access to and from the Affordable Housing Unit within the Application Land.**

### **1.4 “Affordable Housing”**

means affordable rented housing and intermediate housing as defined in Annex 2 of the National Planning Policy Framework published on 19 February 2019 or any subsequent definition in any revision amendment or re-enactment thereof published by the UK Government

### **1.5 “the Affordable Housing Price”**

means the price which it is reasonably estimated a Housing Association or RP is reasonably likely to pay to acquire the Affordable Housing Unit on the terms and conditions set out in the Second Schedule

### **1.6 “the Affordable Housing Unit”**

means the one on site affordable dwelling to be provided as Affordable Housing at an Affordable Rent (at the lower Ground Floor level known as Flat 2) together with Access Services and connection to the Service Media as shown on Plan 2 attached at Annexure 1

### **1.7 “Affordable Rent”**

shall mean rents set in accordance with the requirements of the HE and being of no more than 80% of the Market Rent (including service charges where

applicable) or the maximum sum payable as housing benefit for the size and condition of the Affordable Housing Unit

**1.8 “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

**1.9 “Application”**

means the application seeking Planning Permission to carry out the Development submitted on behalf of the Owner to the Council and registered by the Council under reference number 182188

**1.10 “Application Land”**

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

**1.11 “Approval”**

means the written approval on behalf of the Council from the Head of Planning Development and Regulatory Services to the Owner 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

**1.12 “First Default Affordable Housing Contribution”**

Means £100,000 (one hundred thousand pounds) Index Linked as a contribution towards the provision of off-site Affordable Housing in the Borough of Reading should the Affordable Housing Unit not be disposed of to either a Housing Association or Registered Provider

**1.13 “Development”**

means residential development consisting of a three storey building (with basement level) to provide 8 dwellings (3 x studio flats, 3 x 1 bedroom flats and 2 x 2 bedroom flats - Class C3)

**1.14 “disposal”**

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 and “disposed” shall be construed accordingly

**1.15 “Effective Date”**

means the date of this Agreement

**1.16 “Gross Development Value”**

means the actual long leasehold or freehold capital receipt and independently confirmed 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 Owner 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 Owner from:-

- (1) 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; and
- (2) 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 Owner in such Residential Unit; and
- (3) in respect a Residential Unit subject to a short residential lease all rents received up to the disposal of that Residential Unit; and
- (4) all rents licence fees and other sums received by the Owner from any licensee or occupier or any proposed licensee or occupier; and
- (5) any non-repayable sums secured from or through third parties in relation to the Development including government relief grants incentives or tax opportunities; and

(6) the value of any overage or other performance related payment attributable to any disposal; and

(7) 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; and

(8) 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

#### **1.17 "HE"**

means Homes England or its successor body

#### **1.18 "Housing Association"**

means a housing association within the meaning of Section 1 of the Housing Associations Act 1985

#### **1.19 "Implementation"**

means the carrying out of a "material operation" as defined in Section 56(4) of the 1990 Act in respect of the Development save that this definition shall not for the purposes of this Agreement and for no other purpose include any works of demolition site clearance and site preparation including the construction of temporary access and service ways exploratory boreholes and trial pits ground (including archaeological) investigations site survey works ecological works construction of boundary fencing scaffolding or hoardings decontamination soil investigation and consequent remedial actions the decommissioning diversion and laying of services and the temporary display of site notices/advertisements and "Implement" and "Implemented" shall be construed accordingly

#### **1.20 "Implementation Notice"**

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

**1.21 "Index"**

means the Retail Prices Index issued by the Office of National Statistics or any official index replacing it

**1.22 "Index Linked"**

means adjusted in line with movements in the Index between the date of this deed and the date that the First Default Affordable Housing Contribution falls due

**1.23 "Market Rent"** means the rent based on a residential lettings estimate for a property of the appropriate size and condition in the Borough of Reading to that of the Affordable Housing Unit and calculated in accordance with the principles for valuation set out in the Royal Institution of Chartered Surveyors recognised method (the Red Book)

**1.24 "Monitoring Fee"**

means the sum of FOUR HUNDRED POUNDS (£400.00) to be paid to the Council for the purpose of monitoring the Obligations set out in this Agreement

**1.25 "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

**1.26 "Obligations"**

means the covenants on behalf of the Owner set out at Clause 5 to this Agreement and the expression "Obligation" shall be construed as any one of the Obligations set out at Clause 5 to this Agreement

**1.27 "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 decorating and fitting out or occupation for marketing or display or occupation in relation to providing security shall not constitute **"Occupation"** and **"Occupy"** and **"Occupied"** shall be construed accordingly

**1.28 "Occupation Notice"**

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

**1.29 "Open Market Units"**

means the Residential Units excluding the Affordable Housing Unit and the expression **"Open Market Unit"** shall be construed accordingly

**1.30 "Open Market Value"**

means the price at which the sale of the relevant freehold or long leasehold interest with vacant possession would have been completed unconditionally for cash consideration on the date of valuation assuming:

a willing seller and a willing buyer;

that the sale is an arm's-length transaction;

that prior to the date of valuation there had been a reasonable period (having regard to the nature of the Residential Unit and the state of the market) for the proper marketing of the interest for the agreement of the price and terms and for the completion of the sale;

that the state of the market level of values and other circumstances were on an earlier assumed date of exchange of contracts the same as on the date of valuation;

that no account is taken of any additional bid by a prospective purchaser with a special interest;

that both parties to the transaction had acted knowledgeably prudently and without compulsion; and

that this Agreement did not bind the interest concerned

**1.31 “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 2

**1.32 “Practical Completion”**

means (where the context so admits) the issue of a certificate of practical completion pursuant to a building contract for a building and/or part of a building or (b) where a building or part of a building is ready for Occupation (whichever is the earlier) and the expression “**Practically Completed**” shall be construed accordingly

**1.33 “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. 34 “Protected Tenant”**

means any tenant who:

- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force in respect of the Affordable Housing Unit; or
- (b) has exercised any statutory right to buy in respect of the Affordable Housing Unit

**1.35 “Refuse Disposal Management Plan”**

Means the plan submitted to the Council for approval covering the disposal of refuse from the Development as more particularly described in the Second Schedule

### **1.36 "Residential Unit"**

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

### **1.37 "RP"**

means a registered provider as defined in the 2008 Act and which is registered with the HE under Part 2 of the 2008 Act as a registered provider and/or any other provider or providers approved by the Council

### **1.38 "Second Default Affordable Housing Contribution"**

means the sum calculated in accordance with the formula set out below:

$$A = B - C$$

Where:

A = The Second Default Affordable Housing Contribution;

B = Six and a quarter per centum (6.25%) of the Gross Development Value; and

C = The First Default Affordable Housing Contribution; and

Provided that where this formula produces a negative figure, the Second Default Affordable Housing Contribution shall be nil.

### **1.38 "Services"**

means the provision prior to Occupation (without payment of monetary or other consideration) to the Affordable Housing Unit of roads foul and surface water sewers water and gas mains electricity telephone and any other cables sewers drains soakaways conduits wires gutters downpipes watercourses or pipes serving or intended to serve the Affordable Housing Unit together with (without payment of monetary or other consideration) all rights and easements over the Application Land as are necessary to facilitate the construction and Occupation of the Affordable Housing Unit on the Application Land

### **1.39 "Service Media"**

means media for the supply to or provision prior to Occupation (without payment of monetary or other consideration) to the Affordable Housing Unit of any foul and surface water sewers water and gas mains electricity telephone or any other cables sewers drains conduits wires gutters downpipes watercourses or pipes serving or intended to serve the Affordable Housing Unit together with (without payment of monetary or other consideration) all rights and easements over the Application Land as are necessary to facilitate the construction and Occupation of the Affordable Housing Unit on the Application Land

### **1.40 "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 subject to the provisions of Clauses 3.6 and 3.8 bind the Owner and its successors in title to each and every part of the Application Land and their assigns
- 3.2 This Agreement shall be enforceable by the Council and shall be registrable as a Local Land Charge by the Council
- 3.3 If the Planning Permission expires within the meaning of Sections 91 92 and 93 of the 1990 Act or is revoked or otherwise withdrawn or modified by any statutory procedure without the consent of the Owner this Agreement shall cease to have effect (but not so as to avoid any Obligation in this Agreement on the part of the Owner 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 Owner shall in parting with its entire interest in the Application Land be released from all liability under the terms of this Agreement except in respect of any breach subsisting prior to parting with that part of the Application Land to which the breach relates
- 3.7 The Council shall only be able to enforce the Obligations in this Agreement against those with an interest in that part of the Application Land to which the breach of the obligations relates (but without prejudice to the liability of such person for any breach occurring prior to parting with any such interest)
- 3.8 The Obligations contained in this Agreement shall not be binding upon or enforceable against:-
- (a) any individual owner lessee or occupier or any mortgagee chargee or receiver of any individual owner lessee or occupier or any successors in title thereto and their respective mortgagees chargees or receivers of the Residential Units save in respect of the obligations in paragraph 11 of the Second Schedule provided the affordable housing unit has been provided on site or the default affordable housing contributions have been paid
  - (b) any individual owner lessee or occupier or any mortgagee chargee or receiver of any individual owner lessee or occupier or any successors in title thereto and their respective mortgagees chargees or receivers of the Affordable Housing Unit save in respect of the Obligations in the Second Schedule

- (c) any statutory undertaker or other person who acquires any part of the Application Land or interest therein for the purposes of the supply of heat cooling electricity gas water drainage telecommunication services or public transfer services
- (d) any mortgagee or chargee of the whole or any part of the Owner's or any Housing Association or RP's interest in the Application Land unless it takes possession of the Application Land or part thereof in which case it will be bound by the obligations in the Second Schedule

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 later of the grant of the Planning Permission and the Implementation of the Development

#### 5. THE OWNER'S OBLIGATIONS

##### 5.1 The Owner covenants with the Council

- (a) not to Implement the Development before the Owner has served the Implementation Notice
- (b) prior to occupation of any part of the Development to submit to the Council the Refuse Disposal Management Plan as set out in the Second Schedule (Refuse Disposal Management Obligations)
- (c) not to Occupy suffer or permit Occupation of the Development until the Refuse Disposal Management Plan has been submitted and approved by the Council
- (d) to serve an Occupation Notice within ten (10) Working Days after any part of the Development has been first Occupied
- (e) to ensure and procure compliance from first Occupation of one or more of the Residential Units in the Development of all terms within the

approved Refuse Disposal Management plan for as long as the Development exists

- (f) to observe and perform the obligations on their part contained in the Second Schedule (Affordable Housing Obligations)

5.2 The Owner further covenants with the Council to pay on the Effective Date the Council's reasonable legal costs and expenses incurred in the preparation and completion of this Agreement in the sum of two thousand pounds (£2,500) and the Monitoring Fee

**6. COUNCIL'S OBLIGATIONS**

The Council covenants with the Owner to observe and perform the obligations on its part contained in the Second Schedule (Affordable Housing Obligations) and the Third Schedule (Council's Obligations)

**7. INTEREST ON UNPAID MONIES**

If the First Default Affordable Housing Contribution or the Second Default Affordable Housing Contribution due under this Agreement is paid late the Owner shall pay the Council interest at the rate of 4% per annum above the of the Bank of England base rate for the time being in force on the sum of the said contribution 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 said contribution is due up to the date of payment of the said contribution

**8. PAYMENTS TO THE COUNCIL**

Any payments 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 direct credit 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: 182188 or other such details as found upon the demand

notice as issued by the Council

**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 Owner as specified or provided for in this Agreement and advised by them within 5 Working Days if this changes

**11. ARBITRATION**

11.1 Other than any disputes in relation to the Affordable Housing Price which shall be dealt with pursuant to paragraph 10 of the Second Schedule in the event of any other 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 (20) 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 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 thereof by the Owner

## 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

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

## **THE FIRST SCHEDULE**

### **Part 1 - the Application Land**

All that freehold land registered at the Land Registry under Title Number BK478122 and known as Former Zoar Strict Baptist Chapel South Street Reading RG1 4QU which is shown edged red on Plan 1 at Annexure 1

## THE SECOND SCHEDULE

("the Affordable Housing Obligations")

The Owner covenants and agrees with the Council as follows:-

### 1. Provision of Affordable Housing Unit

Subject to Paragraphs 3 and 4 of this Second Schedule the Owner shall at its own cost and expense provide the one (1) Affordable Housing Unit within the Development and provide access thereto

### 2. Sale Agreement

Subject to Paragraphs 3 and 4 of this Second Schedule none of the Open Market Units shall be Occupied until the Owner has disposed of the Affordable Housing Unit in accordance with Paragraph 6 of this Second Schedule to a Housing Association or RP for the Affordable Housing Price and the Council has been given notice thereof in accordance with this Agreement

### 3. Direction to Transfer

- (a) In the event that the Affordable Housing Unit has not been disposed of to a Housing Association or RP in accordance with Paragraph 2 of this Second Schedule by a date three (3) months prior to the anticipated date of Practical Completion of the first four (4) Open Market Units the Owner shall give written notice thereof to the Council in accordance with this Agreement
- (b) On receipt of the written notice referred to in Paragraph 3 (a) of this Second Schedule the Council is hereby given the option to direct that the Affordable Housing Unit be offered at no less than the Affordable Housing Price and on reasonable terms including but not limited to the conditions specified in Paragraph 6 of this Second Schedule (at the direction of the Council) to either (a) a named Housing Association or RP or (b) the Council as the Local Housing Authority PROVIDED THAT such option shall be exercised by the Council within two month of the Owner giving notice under Paragraph 3(a) of this Second Schedule that the Affordable Housing Unit have not been disposed of to a Housing Association or RP

**4. Default Affordable Housing Contributions**

(a) Where the Council does not exercise the option in Paragraph 3(b) of this Second Schedule or where it does but the Affordable Housing Unit is not transferred to the named Housing Association or RP in accordance with the provisions of Paragraph 3(b) of this Second Schedule or to the Council for any reason after the expiry of three months from the date that the Council exercised its option the Owner shall pay to the Council:

(i) the First Default Affordable Housing Contribution on or before Occupation of the first Open Market Unit and the Owner shall not Occupy or permit Occupation of one or more of the Open Market Units until the First Default Affordable Housing Contribution has been paid to the Council in full including any interest due thereon; and

(ii) the Second Default Affordable Housing Contribution (if any) on or before Occupation of the seventh Residential Unit to be disposed of.

(b) On payment of the First Default Affordable Housing Contribution the Owner shall be free to dispose of the Affordable Housing Unit on the open market free of the obligations in this Second Schedule other than the obligations in paragraph 11 in Schedule 2

**5. Use**

Subject to the provisions of Paragraph 4 of this Second Schedule the Affordable Housing Unit will not be used except for the provision of Affordable Housing let at an Affordable Rent in accordance with the Planning Permission and the obligations stipulations and other matters set out in this Agreement

**6. Conditions**

The Affordable Housing Unit will not be disposed of except by way of a transfer of the freehold interest or the grant of a lease of not less than ninety nine (99) years with vacant possession free from mortgages and legal charges together with full and free rights of Access Service Media and Services

**7. Mortgagee of Housing Association or RP**

The Obligations in this Second Schedule save for the Obligations under paragraph 11 of the Second Schedule shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver)) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Housing Unit or any persons or bodies deriving title through such mortgagee or chargee or Receiver **PROVIDED THAT:** (a) such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Unit and (b) shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Unit to another Housing Association or RP or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies interest and costs and expenses and (c) if such disposal has not completed within the three month period the mortgagee chargee or Receiver shall be entitled to dispose of the Affordable Housing Unit free from the Affordable Housing Obligations in this Agreement which provisions shall determine absolutely

**8. Disposal by Housing Association or RP**

The liability of a Housing Association or RP under this Second Schedule shall cease (subject to and without prejudice to the Council's rights in relation to any antecedent breach of the obligations contained in this Second Schedule) after a Housing Association or RP shall have parted either (a) (in the case of a disposal of the Affordable Housing Unit) with all interest in the Affordable Housing Unit or (b) (in the case of a disposal of the Affordable Housing Unit) with all its interest in the Affordable Housing Unit

**9. Disposal by Protected Tenant**

The covenants in this Second Schedule shall not apply to a Protected Tenant in relation to the Affordable Housing Unit or any mortgagee or chargee of a Protected Tenant or any person deriving title from a Protected Tenant or any successor in title to a Protected Tenant and their respective mortgagees and charges

#### 10. Affordable Housing Price

In the event that the Council exercises its option under Paragraph 3(b) of this Second Schedule and the Council and the Owner are not able to reach an agreement as to the Affordable Housing Price it is agreed that in the event of a difference arising touching or concerning the Affordable Housing Price such dispute or difference shall be referred to an independent Valuation Member of the Royal Institute of Chartered Surveyors to be appointed jointly by the parties or (in default of agreement) appointed at the request of the parties by the President of the Royal Institute of Chartered Surveyors and the person who is so appointed shall act as an expert and not as an arbitrator and his decision shall be final and binding on the parties to the dispute or difference and his costs shall be borne equally by the parties to the dispute and also shall give the parties an opportunity to submit to him representations and cross representations with such supporting evidence as the party submitting the representations shall consider necessary and the expert shall make his decision within the range of any representations made by the parties and deliver his decision in writing while complying with any time limits or other directions agreed by the parties on or before his appointment and in any event shall use all reasonable endeavours to communicate his decision to the parties within twenty (20) Working Days of his appointment

(“the Refuse Disposal Management Obligations”)

The Owner covenants and agrees with the Council as follows:-

#### 11. Refuse Disposal Management Plan

The “Refuse Disposal Management Plan” shall set out the process and procedures for the management of the disposal of refuse from the Development by the residents of the Residential Units. It will ensure all refuse from the Residential Units is deposited in refuse bins located or to be located in the “Disposal Area” as set out in the plan attached to the Plan and marked accordingly. It will ensure a contract is entered into and put in place with a registered private disposal refuse collector for the regular (weekly/fortnightly) collection of refuse from the Disposal Area. This contract is to be in place prior to the first Occupation of the first Residential Unit and a copy of the said contract is to be made available to every adult occupier of the Residential Units. The Refuse Disposal Management Plan must cover specific

enforcement measures that will be taken to ensure compliance by all residents of the residential Units with the Refuse Disposal Management Plan. A contract for refuse disposal with a registered private disposal refuse collector must be in place at all times to ensure the refuse disposal for each Residential Unit is to be in place for the lifetime of the Development unless otherwise agreed in writing by the Council

### THE THIRD SCHEDULE

("the Council's Obligations")

1. Within five (5) Working Days of the Effective Date the Council will issue the Planning Permission
2. The Council covenants with and undertakes to the Owner that any Default Affordable Housing Contribution will be utilised for the purposes specified in the Agreement and for no other purposes
3. 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
4. If the Default Affordable Housing Contribution is paid and remains unspent or uncommitted in part or in whole at the expiry of the Prescribed Period the Council covenants to return the Default Affordable Housing Contribution or such part thereof as appropriate to the person who made the payment together with such interest at the Bank of England 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

Plan 1 - the Application Land

Plan 2 - the Affordable Housing Unit

0 25 50 100 150 200 300 metres



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**Zoar Chapel**  
South Street, Reading RG1 4QU  
Pencol Property Ltd  
Site Location Plan  
As Existing

**332-02-00 T2**  
May 2017 Information  
1:1250 A4 NDE EGM



Colony architects is a collaborative of architects and designers with an ambition to find out more and do beautiful things.  
www.colonyarchitects.com  
contact: hello@colonyarchitects.com

**site plan key**

- surrounding buildings
- highways
- public space
- existing buildings
- new buildings
- other land in proposed ownership



[illegible]





**ANNEXURE 2**

(“the draft Planning Permission”)



**Reading**  
Borough Council

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**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: Colony Architects Ltd  
250 South Oak Way  
Green Park  
Reading  
RG2 6UG

Application No: 182188  
Application type: Full Planning Approval

**Applicant:** Pendor Property Ltd

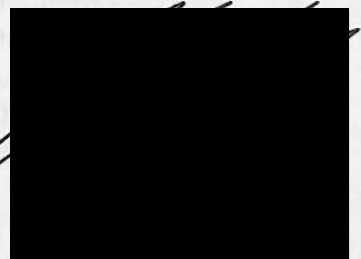
READING BOROUGH COUNCIL as Local Planning Authority **GRANT FULL** planning permission for the following development in accordance with the plans and supporting information submitted in connection with this application.

**Proposal:** Proposed three storey building (with basement level) to provide 8 dwellings (3 x studio flats, 3 x 1 bedroom flats and 2 x 2 bedroom flats)

**At:** Zoar Strict Baptist Chapel South Street Reading RG1 4QN

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:

Head of Planning, Development  
& Regulatory Services

*RE*



Application At: Zoar Strict Baptist Chapel South Street Reading RG1 4QN

Application No: 182188

Application type: Full Planning Approval

**CONDITIONS & REASONS**

1. The development hereby permitted shall begin within three years from the date of this planning permission.

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

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

03-12 rev P2 - First Floor Plan

03-13 rev P3 - Second Floor Plan

02-20 rev P2 - Landscape Plan

04-10 rev P3 - Section AA

05-10 rev P2 - South West Elevation

05-11 rev P2 - North West Elevation

05-12 rev P2 - South East Elevation

05-13 rev P2 - Proposed Site Elevations

Received by the Local Planning Authority on 4th April 2019

02-10 rev P2 - Block Plan as Proposed

Received by the Local Planning Authority on 29th January 2019

02-00 rev T2 - Site Location Plan as Existing

Received by the Local Planning Authority on 14th December 2018

03-10 P4 - Lower Ground Floor Plan

03-11 P4 - Ground Floor Plan

04-10 P4 - Section AA

Received by the Local Planning Authority on 22nd August 2019

Reason: because permission is granted in respect of the development as detailed in the approved plans only.

3. No development shall take place until details of the materials to be used in the construction of the external surfaces of the development including all external facing materials, external fixtures, fittings, window frames and mortar and details of window and doorway reveals have been submitted to and been approved in writing by the Local Planning Authority. The development shall be carried out using only the approved materials.

Reason: as no details have been submitted and in the interests of the visual appearance of the building and the area in accordance with Policies CS7 and RC5.

Date:

Head of Planning, Development  
& Regulatory Services

RE



4. No development shall take place, including any works of demolition, until a Construction Method Statement has been submitted to and been approved in writing by the Local Planning Authority to provide for:

- space on site where vehicles of site operatives and visitors can be parked with details of how site operatives and visitors will be required to make use of the parking area provided
- location on site for storage of plant and materials used in constructing the development
- the erection and maintenance (including removal of any graffiti or fly posters) of security hoarding around the site
- any footpath closures or road closures needed during construction
- wheel washing facilities on site
- a scheme for recycling waste resulting from the construction works

The measures within the approved Construction Method Statement shall be maintained and adhered to throughout the course of the development unless changes are agreed in advance and in writing by the Local Planning Authority.

Reason: in the interests of protecting the amenity of local land uses or neighbouring residents, the character of the area and highway safety. In accordance with Policy DM12.

5. (a) No development shall take place until a plan has been submitted to and been approved in writing by the Local Planning Authority to show how bicycle parking facilities can be provided on site.

(b) No building or use hereby permitted shall be occupied or the use commenced until the bicycle parking facility for that building or use has been completed as shown on the approved plan.

(c) Thereafter the bicycle parking facility shall be kept free of obstruction and available for the approved use at all times.

Reason: To encourage travel by sustainable alternatives to driving a motorcar in accordance with the Local Planning Authority's approved transport policies CS23 and CS24.

6. No dwellings hereby permitted shall be occupied until the bin store shown on approved drawing no. 03-10 rev P3 received by the Local Planning Authority on 4th April 2019 has been provided and the bin store shall be retained thereafter for use by occupiers of the dwellings at all times.

Reason: in the interests of the visual amenity of the area and to ensure that bins can be easily accessed when required in accordance with Policy CS7.

7. No residential unit hereby approved shall be occupied until the Council has been notified in writing of the full postal address of the unit. The notification shall be sent

Date:

Head of Planning, Development  
& Regulatory Services

*RB*



to the Council's Planning Manager quoting the application reference specified on this Notice.

Reason: In order that the Council can update its records to ensure that parking permits are not automatically issued to the occupiers of the new residential units hereby approved, and thus ensure that the development does not harm the existing amenities of the occupiers of neighbouring residential properties by adding to the already high level of on street car parking in the area in accordance with Policy CS24 and Policy DM12.

8. Prior to any agreement being entered into for a new occupation of, or transfer of any interest in, the residential unit(s) hereby approved, the prospective occupier/transferee shall be informed that there is no automatic entitlement to a car parking permit for any existing residential parking permit schemes and future schemes on adjacent and surrounding streets. All material used for advertising or marketing the residential unit(s) for letting or sale shall make it clear to prospective tenants and occupiers that they will not be automatically entitled to a parking permit, but any application for a parking permit will be considered on its merits.

Reason: In order that the prospective occupiers are made aware of the fact that while they can submit an application they will not be automatically entitled to an on-street car parking permit. In the interests of the proper management of parking, and to ensure that the development does not harm the existing amenities of the occupiers of neighbouring residential properties by adding to the already high level of on street car parking in the area in accordance with Policy CS24 and Policy DM12.

9. No development shall take place until a detailed scheme, informed by an assessment of the current noise environment, for protecting the dwellings from the external noise environment of the area has been submitted to and approved, in writing, by the Local Planning Authority. The scheme itself shall be designed, specified and constructed so that the sound insulation performance of the structure and the layout of the dwellings are such that the indoor ambient noise levels do not exceed the values detailed in Table 4 of BS 8233:2014. The assessment shall include specific considerations and mitigation of the noise impact of the adjacent South Street Arts Centre and shall include noise measurements when there are live events taking place at the Arts Centre. Where opening windows will lead to an internal noise level increase of 5 dBA or greater above BS 8233:2014 recommended internal levels, the scheme shall include provision of alternative mechanical ventilation with minimum performance equivalent to a mechanical heat recovery (MVHR) system with cool air bypass as an alternative means of cooling and ventilation. Noise from the system should not result in BS8233 internal levels being exceeded.

Thereafter, the development shall not be carried out other than in accordance with the approved scheme which shall be completed before any part of the accommodation hereby approved is occupied, unless the Local Planning Authority otherwise agrees in writing and shall be retained in accordance with the approved details thereafter.

Date:

Head of Planning, Development  
& Regulatory Services



Reason: to protect the amenity of future occupants of the proposed development in accordance with Policies DM4 and CS34.

10. No development shall take place until a scheme has been submitted to and been approved in writing by the Local Planning Authority, which specifies the provisions to be made for the control of noise and dust coming from the site during demolition and construction. The development shall not commence until the approved scheme has been fully implemented and the scheme shall be followed until the development is completed.

Reason: To protect the occupants of nearby residential properties from noise and dust during the development of the site in accordance with Policy CS34 and Policy DM4

11. The hours of construction, demolition and associated deliveries shall be restricted to the hours of 08:00hrs to 18:00hrs Mondays to Fridays, and 09:00hrs to 13:00hrs on Saturdays, and not at any time on Sundays and Bank or Statutory Holidays without prior approval from the Local Planning Authority.

Reason: In the interests of the amenities of nearby residents in accordance with Policy CS34.

12. No development shall take place within the site until the applicant, or their agents or their successors in title, has secured and implemented a programme of archaeological work (which may include more than one phase of work) in accordance with a written scheme of investigation, which has been submitted to and approved in writing by the Local Planning Authority. The development shall only take place in accordance with the detailed scheme approved pursuant to this condition.

Reason: To ensure that any archaeological remains within the site are adequately investigated and recorded so as to advance our understanding of their significance in accordance with national and local plan policy and in the interest of protecting the archaeological heritage of the Borough in accordance with Policy CS33.

13. No development shall take place until full details of both hard and soft landscaping have been submitted to and been approved in writing by the local planning authority. The submitted details shall include:

- (a) hard surfacing materials; and
- (b) proposed and existing functional services above and below ground (e.g drainage, power, communications cables, pipelines etc. indicating lines, manholes etc); and
- (c) planting plans; written specifications (including cultivation and other operations associated with plant and grass establishment); schedules of plants, noting species, plant sizes and proposed numbers/planting densities where appropriate.
- (d) Tree pit specifications.

Reason: in the interest of ensuring that the landscaping of the development enhances the visual local environment and in accordance with Policy CS7

Date:

Head of Planning, Development  
& Regulatory Services



14. The hard and soft landscaping of the development hereby permitted shall be carried out, in accordance with the approved landscaping plans and documents. The hard landscaping shall be completed before occupation of the development. The soft landscaping shall take place no later than during the first planting season following the date when the development hereby permitted is ready for occupation or in accordance with a timetable agreed in writing with the Local Planning Authority.

Reason: in the interests of the character and appearance of the new development and in accordance with Policy CS7

15. All planted materials shall be maintained for five years and any trees or plants removed, dying, being severely damaged or becoming seriously diseased within 5 years of planting shall be replaced with others of similar size and species to those originally required to be planted. Reason: in the interests of the character and appearance of the new development and in accordance with Policy CS7

#### INFORMATIVES

1. The occupiers of the residential unit(s) will not be automatically entitled to an on-street car parking permit. Current and new occupiers should be informed of this and be advised to find out more about parking permits on the Council's website. There is already a high level of on street car parking in the area and the site is located close to local facilities, with frequent public transport services on nearby roads.

2. i) The attention of the applicant is drawn to Section 59 of the Highways Act 1980, which enables the Highway Authority to recover expenses due to damage caused by extraordinary traffic.

ii) Any works affecting the Highway shall be in accordance with Reading Borough's Council's document "Guidance Notes for Activities on the Public Highway within the Borough of Reading". The applicant should note that compliance with this document is mandatory and licences to work on the Highway will only be issued if the requirements contained within it are met. A copy can be obtained from the Council's website.

3. To minimise the disturbance by noise of future residential occupiers of the flats and its effect on neighbouring residents, residential accommodation must be designed and constructed or converted so as to achieve the insulation requirements set out in Building Regulations Approved Document E.

4. 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

Date:

Head of Planning, Development  
& Regulatory Services

*Handwritten initials*



**Reading**  
Borough Council

Working better with you

construction and demolition associated with the approved development will be subject to environmental health law.

5. The local planning authority has worked positively and proactively with the applicant to resolve relevant matters to allow permission to be granted within the prescribed target or agreed extended timescale for the decision to be issued.

6. In accordance with Article 35 (DMPO 2015) some conditions above require approval from the local planning authority before any development begins. This is because the details need to be designed or works implemented before any other works start on the site or are of a nature that it would be impractical to consider after work has started.

7. 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.

8. Your attention is drawn to the requirement for submission of a Building Regulations application for the proposed development. Please contact RBC Building Control on 0118 937 2449 for advice. It is your responsibility to be satisfied that the planning approval drawings would be compliant with building regulation requirements.

9. A section 106 Agreement has been completed for this development. A copy of the S106 Legal Agreement is available on the Council's Public Register of Planning

10. The Council introduced the Community Infrastructure Levy (CIL) on 1st April 2015. CIL is a way of securing financial contributions towards infrastructure from new development, and partially replaces the Section 106 planning obligation regime. It is a set charge per sq m of floorspace for different uses, and, unlike Section 106, it is non-negotiable. It applies to developments which result in at least one dwelling; where the space has not been in lawful use for 6 months within the last 3 years or 100 sq m of new floorspace. For this approved development the CIL status is - CHARGEABLE. If chargeable you will be sent a CIL Liability Notice with the calculated amount soon. CIL becomes payable on commencement of the development or by instalments.

For more information go to:

[http://www.reading.gov.uk/media/2791/Community-Infrastructure-Levy-Advice-to-Applicants/pdf/CIL\\_Advice\\_to\\_Applicants.pdf](http://www.reading.gov.uk/media/2791/Community-Infrastructure-Levy-Advice-to-Applicants/pdf/CIL_Advice_to_Applicants.pdf)

Date:

  
Head of Planning, Development  
& Regulatory 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/planning-inspectorate>.

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](mailto: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.

## Street Naming & Numbering

You must contact Reading Borough Council to:

- Name or number a new development
- Name a new street
- Get addresses for flat conversions
- Name or rename an existing building

Otherwise the following may occur:

- You will not have an official address or postcode. When your property goes through the official process it may be given a different address and Postcode than you are currently using.
- You may have difficulty receiving mail
- You may have problems when buying goods or services such as utilities and telecommunications
- The emergency services may have difficulty locating you.
- You may have problems accessing Council services such as Education, Parking Services and Electoral Registration.

The Council is responsible for assigning house names and numbers and street names. It is also responsible for updating the National Land and Property Gazetteer (NLPG) which is a list of addresses which meet a common standard (BS7666) used throughout the country.

When a new address or change of address is requested, the Council contacts Royal Mail who check the address on behalf of the Emergency Services, assign a postcode and add it to their Postal Address File (PAF). The PAF list is used by many companies and services to check addresses, authenticate transactions and order goods, as well as deliver mail, so it is in your interest for your address to be on that list. Royal Mail will not create an address until requested to do so by the Council.

How to apply:

Email us using [streetnamingnumbering@reading.gov.uk](mailto:streetnamingnumbering@reading.gov.uk)

Or telephone us on 0118 9373737

What we need to complete your request:

For new addresses or flat conversions:

- Site layout plan containing plot numbers
- Location plan - No bigger than A3 size (hard copy, PDF, JPEG or AutoCAD) showing the site boundary, including the new development, together with surrounding buildings for reference
- Anticipated completion and occupation dates

For change of address:

- You must be, or have authorisation from, the owner to request a change of address.
- Floor plan of the existing property
- Reason for change

Once created, the Council informs various bodies of your new address including the Emergency Services, Council Tax, Land Registry and utility companies as well as adding it to the National Land and Property Gazetteer.

Please be advised that companies and services using the PAF file only update the addresses monthly, quarterly or even less frequently, therefore it may take a while for your address to be listed in some places. It will, however, appear on the Royal Mail website within a few days once it has been added to the live address file.

Reading Borough Council has no control over the frequency by which other organisations update their address files.

EXECUTED (BUT NOT DELIVERED UNTIL )  
UNTIL THE DATE HEREOF) AS A DEED )  
by PEDNOR PROPERTY LIMITED acting by:-  
a director



Signature of Director

in the presence of:

.....

Witness Signature:



Witness Name (In BLOCK CAPITALS):

Natasha Long

Witness Address:

7 Hawthorn Walk Hazlemere  
High Wycombe HP13 7PN

Witness Occupation:

Office manager

EXECUTED (BUT NOT DELIVERED)

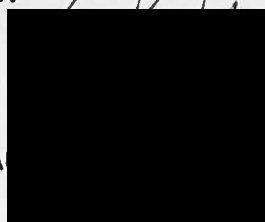
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SEAL of READING BOROUGH )

COUNCIL in the presence of:-

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|------------|------------------------|
| Minute     | HPRS 23/7/14<br>Min 12 |
| Originator | WB                     |
| Seal No.   | 157/20                 |
| Checked    | 03                     |



THE UNITED STATES OF AMERICA  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

1901

Section 16

of Township 10 North  
Range 10 East  
County of Lincoln  
State of Nebraska

Section 16

of Township 10 North

Range 10 East

County of Lincoln

State of Nebraska



1901

DATED 1st July 2020

**PEDNOR PROPERTY LIMITED (1)**

**("the Owner")**

**READING BOROUGH COUNCIL (2)**

**("the Council")**

**AGREEMENT**

constituting a Planning Obligation relating to land at Former Zoar Strict Baptist  
Chapel South Street Reading RG1 4QN

(Planning Application No.182188)

Michael Graham LLB(Hons);  
MBA  
Assistant Director of Legal &  
Democratic Services  
Reading Borough Council  
DX 40124 Reading (Castle Street)  
IKEN 12205  
WB/ 18/3/2020

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