

DATED

29th July

2021

ELDON HOMES LIMITED

(the Owner) (1)

and

READING BOROUGH COUNCIL

(the Council) (2)

AGREEMENT

constituting Planning Obligations relating to
land adjoining 12 Eldon Terrace Reading, RG1 4DX

(Appl. No.200973)

Michael Graham LLB (Hons); MBA
Assistant Director of Legal and
Democratic Services
Reading Borough Council
Civic Offices Bridge Street
Reading RG1 2LU

IKEN NO. 016476

THIS AGREEMENT is made the 29th day of July 2021

BETWEEN:

ELDON HOMES LIMITED (Co. Regn Number 11227472) whose registered office is at Saville Chambers, 4 Saville Street, South Shields, United Kingdom, NE33 2PR (hereinafter referred to as "the Owner") (1) and

READING BOROUGH COUNCIL of Civic Offices Bridge Street Reading RG1 2LU ("the Council") (2)

RECITALS

A. Planning Obligation

This Agreement constitutes a planning obligation within the meaning of the term in Section 106 of the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991 ("the 1990 Act")

B. The Land

The Council is the Local Planning Authority for the purposes of the 1990 Act for the Borough of Reading in which the land at 12 Eldon Terrace ("the Land") more particularly described in the Schedule hereto is situated and the Council is the authority who can enforce the provisions of this Agreement

C. Land Ownership

The Owner is the owner of the freehold of the Land and has an interest in the Land within the meaning of the term in Section 106(9)(b) of the 1990 Act

D. Planning Application

An application (given reference 200973 by the Council) has been submitted to the Council for the development of the Land hereinafter described

E. Planning Permission

The Council and the Owner having regard to the Development Plan and to all other material considerations including the Court of Appeal decision in the case of

Secretary for Communities and Local Government and West Berkshire Council and Reading Borough Council (CO/76/2015) consider that Planning Permission should be granted for the Development pursuant to the Application subject to the prior completion of this Agreement

NOW IN PURSUANCE OF THE POWERS CONTAINED in Section 106 of the 1990 Act IT IS HEREBY AGREED AND DECLARED between the parties hereto as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following expressions shall have the under mentioned meanings:-

“1990 Act”

means the Town and Country Planning Act 1990 as amended

“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 U K Government

“the Affordable Housing Contribution”

means the sum of TWENTY FOUR THOUSAND POUNDS (£24,000.00) towards the provision by the Council of Affordable Housing in the Borough which is not being provided by the Owner on the Land

“this Agreement”

means this planning obligation by agreement pursuant to Section 106 of the 1990 Act

“the Application”

means the application for planning permission submitted to the Council and given reference number 200973

“Deferred Affordable Housing Contribution Mechanism”

means the mechanism whereby upon occupation of the Second New Dwelling, the owner shall pay 50% of the Sale Value achieved or Estimated Sale Value in default in excess of seven hundred and fifteen thousand pounds sterling £715,000 (being the current Open Market Value of the New Dwellings), less the Affordable Housing Contribution (£24,000), but always provided that Deferred Affordable Housing Contribution will be capped at £12,000, by way of a working example for illustration purposes only:

Sales: £787,000

Uplift £72,000 (£787,000 - £715,000)

50% of uplift: £36,000

Less original affordable housing contribution: £36,000 - £24,000 = £12,000

Balance to pay the Council would be £12,000

Capped at £36,000 - making total contribution £36,000 (as increased by the indexation provision in Clause 11)

“develop” and “development”

shall be construed in accordance with Section 55 of the 1990 Act

“the Development”

means the erection of two storey (and roof space accommodation) building comprising 3 (2x1 & 1x2-bed) residential units (Class C3) with associated bin and cycle storage to be permitted by the Planning Permission

“Disposal”

means the transfer of the freehold interest or the grant of a long leasehold estate or interest in a New Dwelling and for the avoidance of doubt Disposal shall not mean the exchange of contracts and “dispose” and “disposed of” shall be construed accordingly

“the Effective Date”

means the date of this Agreement

“Estimated Sales Value”

means the market value of the 3 residential units as assessed by the average of two agents’ valuations provided by the owner from appropriate local reputable Estate Agents

“Implementation”

means the carrying out of a “material operation” as defined in Section 56(4) of the 1990 Act and “Implement” and “Implemented” shall be construed accordingly

“Implementation Notice”

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

“Index”

means the All Items Index of Retail Prices issued by the Office for National Statistics

“the Land”

means the land described in the Schedule hereto

“New Dwellings”

means the new dwellings formed or to be formed in the carrying out of Development pursuant to the Planning Permission

“Occupation”

means (for the purposes of the covenant in Clause 4) the first beneficial occupation of the Second (2nd) New Dwelling for residential purposes following Implementation of the Planning Permission and “Occupied” shall be construed accordingly

“the Planning Permission”

means planning permission granted by the Council pursuant to the Application substantially in the form of the draft set out in the Annexure hereto

“the Prescribed Period”

means the period commencing on the date of receipt by the Council of the whole of the Deferred Affordable Housing Contribution and expiring at the end of ten full financial years (ending 31 March) following the financial year in which the payment is received by the Council

“Sale 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 New Dwelling 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 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

1.2 Interpretation

IT IS HEREBY FURTHER AGREED that unless the context otherwise requires:

- 1.2.1 the singular shall include the plural and vice versa
- 1.2.2 references to any party shall include the successors in title of that party
- 1.2.3 where a party includes more than one person the obligations of those persons shall be joint and several
- 1.2.4 references to Clauses Schedules and the Annexure are references to clauses schedules and the Annexure respectively in this Agreement
- 1.2.5 references to a statute or statutory instrument shall mean and include any statutory revision amendment or re-enactment thereof
- 1.2.6 words denoting an obligation on a party to do any act or matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to permit infringement of the restriction

AND THAT Clause headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation

2. CONDITIONALITY

- 2.1 Subject to Clause 2.2 below this Agreement shall have immediate effect
- 2.2 The covenants by the Owner in Clause 4 are conditional upon the grant by the Council of the Planning Permission on the Effective Date and Implementation of the Development

3. COVENANTS BY THE OWNER: DECLARATION

The covenants by the Owner hereinafter set out are entered into with the intent that those covenants shall (subject to Clause 5) be enforceable without any limits of time against the Owner and any person deriving title from the Owner to all or any part of

the Land and any person deriving title under them in respect of a lesser interest in the whole or any part of the Land as if that person had also been an original covenanting party in respect of the interest for the time being held by him

4. THE OWNER'S COVENANTS

The Owner COVENANTS AND AGREES with the Council:

- (a) to pay the Affordable Housing Contribution as increased by the indexation provision in Clause 10 to the Council prior to the Disposal or Occupation (whichever is the earlier) of the Second (2nd) New Dwelling within the Development; and
- (b) not to Dispose or Occupy the Third (3rd) New Dwelling until the Affordable Housing Contribution has been paid to the Council in full including any interest due thereon under the terms of this Agreement

4.1 The Owner further agrees to pay monies to the Council in accordance with the Deferred Affordable Housing Contribution Mechanism as increased by the indexation provision in Clause 10:

- (a) no later than upon occupation of the Second New Dwelling and
- (b) not to Occupy or permit the Occupation of the Third New Dwelling until such payment has been made to the Council in full including any interest due thereon under the terms of this Agreement

AND for the avoidance of doubt the maximum sum payable to the Council under this clause is £12,000 Twelve Thousand Pounds sterling

4.2 not to Implement the Development before the Owner has served the Implementation Notice

4.3 The Owner shall not sell the Development without giving 14 fourteen days written notice upon exchange of contracts for sale to be served by 1st Class post service and sent to the Infrastructure Monitoring Officer at Reading Borough Council Offices Bridge Street Reading RG1 2LU

5. CESSER OF LIABILITIES

The liabilities of the person who for the time being is the Owner under this Agreement in relation to the Land shall cease (subject to and without prejudice to the Council's rights in relation to any antecedent breach of the obligations contained in this Agreement) after the person has parted with all his interest in the Land

6. 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

7. RIGHTS OF THIRD PARTIES

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

8. LOCAL LAND CHARGE

This Agreement is and shall be registered as a Local Land Charge by the Council

9. REVOCATION

In the event that the Planning Permission expires or is quashed before implementation or is (without the consent of the Owner) revoked by any statutory enactment then in that event the provisions of this Agreement shall lapse and determine and in that event the Council will thereafter effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement

10 COUNCIL'S OBLIGATIONS

The Council covenants with the Owner to observe and perform the obligations on its part contained in the Second Schedule

11. INDEXATION

The amount of Affordable Housing Contribution and Deferred Affordable Housing Contribution payable under the provisions of Clause 4 of this Agreement shall be increased by an amount equivalent to the increase in the Index from the Effective Date until the date on which the respective contribution is payable

12. INTEREST ON UNPAID MONIES

If any Contribution due under this Agreement is paid late the Owner shall pay the Council interest at the rate of 4% per annum above the base rate of the Bank of England 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 Contribution is due up to the date of payment of the said Contribution

13 ARBITRATION

13.1 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

- 13.2 Any referral pursuant to Clause 13.1 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
- 13.3 The decision of any expert appointed pursuant to Clause 13.1 (the "Expert") shall be final and binding on the parties and whose costs shall be in his award
- 13.4 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

14. LEGAL FEES

The Owner agrees to reimburse the Council the legal costs and expenses incurred by the Council in the preparation and completion of this Agreement in the sum of £2500.00 such sum to be paid to the Council on the Effective Date

15. MONITORING FEE

The Owner agrees to pay the Council's costs and expenses incurred or to be to be incurred by the Council in the administration and monitoring of the provisions of his Agreement in the sum of £800.00 such sum to be paid to the Council on the Effective Date

16. PAYMENTS TO THE COUNCIL

Any payments due to the Council under the terms of this Agreement (SAVE AND EXCEPT for the legal fees payable to the Council under the provisions of the Clause

12 and the monitoring fee under the provisions of Clause 13) shall be paid to the Council by means of telegraphic transfer to the Council as follows:

Reading Borough Council

Sort Code: 30-91-31

Account Number: 00271502

Lloyds Bank plc 24 Broad Street Reading RG1 2BT

quoting reference: **200973** or other reference quoted in relevant S106 Demand Notice issued in respect of the obligation

17. RIGHT OF ACCESS

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

18. AGREEMENT AND DECLARATION

It is agreed by the Owner and the Council that should the Development the subject of the Planning Permission be varied under a new planning permission ("the VARIAT planning permission") granted by the Council under Section 73 of the 1990 Act the planning obligations in this Agreement shall apply to the VARIAT planning permission

19. 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 SCHEDULE

(The Land)

All that land known as 12 Eldon Terrace Reading RG1 4DX the subject of the Application and which comprises the land registered at the Land Registry under Title Numbers BK83858 and BK509963 shown edged red on the plan annexed hereto

Rev.	Date	Note	Author	Checked

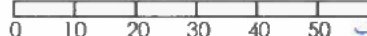


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SITE LOCATION PLAN 1:1250

Application Site Boundary

1:1250



Project	Residential Development R/O 17 Eldon Square Reading RG1 4DX				Drawing	Site Location Plan				
					Job-Dwg Number	15023-PL-30	Rev.	-		
Client	Eldon Homes Ltd.				WESTON + CO ARCHITECTS Watlington House 44 Watlington Street Reading, RG1 4RJ T. 0118 375 0252 www.weston-co.com					
Status	Planning									
Scale	1/1250		Sheet Size						A4	
Author	MW	Checked	CTW	Date					24/06/2020	

THE SECOND SCHEDULE

("the Council's Obligations")

1. Not later than five (5) Working Days after the Effective Date the Council will issue the Planning Permission
2. The Council covenants with and undertakes to the Owner that the monies payable in accordance with Clause 4.1 of this Agreement ("the Contribution") will be utilised for the purposes specified in the Agreement and for no other purpose
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. The Council will re-pay to the person who made the payment of the Contribution under this Agreement such amount of any such payment which has not within the Prescribed Period been expended or allocated to be expended together with interest on any balance then remaining unspent of the relevant Contribution at the rate of one per centum below Lloyds Bank PLC base rate for the time being in force such payment to be made within twenty (20) Working Days of written demand made following the expiry of the Prescribed Period

THE ANNEXURE

(The Draft Planning Permission)



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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: Weston & Co Architects Ltd
Watlington House
44 Watlington Street
Reading
RG1 4RJ

Application No: 200973
Application type: Full Planning Approval

Applicant: Eldon Homes 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: Erection of two storey (and roof space accommodation) building comprising 3 (2x1 & 1x2-bed) residential units (Class C3) with associated bin and cycle storage.

At: 12 Eldon Terrace Reading RG1 4DX

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: 12 Eldon Terrace Reading RG1 4DX

Application No: 200973

Application type: Full Planning Approval

CONDITIONS & REASONS

1. The development hereby permitted shall begin no later than three years from the date of this planning permission.

Reason: In pursuance of Section 91 of the Town and Country Planning Act 1990 (as amended by Section 51 of the Planning and Compulsory Purchase Act 2004) in order to prevent an accumulation of unimplemented planning permissions.

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

15023-PL-30 Site Location Plan
As received 08/07/2020

15023-PL-48 Proposed Site Plan
15023-PL-49 Proposed Ground Floor Plan
15023-PL-49A Proposed Ground Floor Plan
15023-PL-50 Proposed First Floor Plan
15023-PL-50A Proposed First Floor Plan
15023-PL-51 Proposed Second Floor Plan
15023-PL-51A Proposed Second Floor Plan
15023-PL-52 Proposed North Elevation
15023-PL-53 Proposed South Elevation
15023-PL-54 Proposed East West Elevation and Section AA
As received 10/08/2020

REASON: For the avoidance of doubt and to ensure that the development is carried out and adhered to in accordance with the application form and associated details hereby approved.

3. No change to the unit mix (2 x 1-bedroom and 1 x 2-bedroom units) shall be made to the development hereby permitted without written approval from the Local Planning Authority.

Reason: In order to ensure that the proposed development provides an appropriate range of housing opportunities / dwelling types to meeting requirements for different groups, in accordance with Policy H2 of the Reading Borough Local Plan 2019.

Date:

Head of Planning, Development
& Regulatory Services RE



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4. The following shall be submitted to and approved in writing by the local planning authority before the relevant part of the work is begun:

- a). Sample panel of the facing stonework materials which demonstrates stone type, colour, texture, face bond, mortar mix and pointing, to be erected on site and maintained there during the course of construction;
- b). Samples and manufacturer's details of the roof materials;
- c). Plan and elevation drawings, with materials annotated, of all new windows at a minimum scale of 1:10;
- d). Plan and elevation drawings, with materials annotated, of all new doors at a minimum scale of 1:10;
- e). Manufacturer's details of the conservation type rooflights, fitted flush with or below the roof covering.

The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: In the interests of ensuring the design quality of the proposed development, to safeguard the character and appearance of the Eldon Square Conservation Area and to ensure that the proposals are appropriate to the setting of the special architectural and historic interest of the nearby listed buildings, in accordance with Policies CC7, EN1, EN3 and EN6 of the Reading Borough Local Plan 2019.

5. * No development shall commence on site, including any works of demolition, until a site specific Construction Method Statement has been submitted to and been approved in writing by the Local Planning Authority. The Statement shall provide for WHERE REQUIRED:

- a) 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;
- b) Location on site for storage of plant and materials used in constructing the development;
- c) The erection and maintenance (including removal of any graffiti or fly posters) of security hoarding around the site;
- d) Identification of any footpath closures or road closures needed during construction;
- e) Required wheel washing facilities on site;
- f) A scheme for recycling waste resulting from the construction works.
- g) Measures for controlling the use of site lighting whether required for safe working or for security purposes;
- h) Required measures to control the emission of dust, dirt and other airborne pollutants during demolition and construction;

Date:

Head of Planning, Development
& Regulatory Services RE



- i) Provisions to be made for the control of noise coming from the site during demolition and construction;
- j) Full details of pest control measures following any demolition required. Where necessary, capping of drains/sewers and baiting arrangements.

The measures within the approved Statement shall be adhered to throughout the demolition and construction period unless otherwise agreed in writing by the Local Planning Authority.

Reason: These details are required due to insufficient information being contained within this submission and 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 CC8, EN16 and TR3 of the Reading Borough Local Plan 2019.

6. No dwelling hereby permitted shall be occupied until the bicycle parking facility for that dwelling has been provided in accordance with hereby approved plan 15023-PL-49 Proposed Ground Floor Plan as received 10/08/2020. The facility shall be kept available for bicycle parking at all times thereafter.

Reason: To encourage travel by sustainable alternatives to driving a motorcar in accordance with Policies TR1 and TR5 of the Reading Borough Local Plan 2019.

7. No dwelling hereby permitted shall be first occupied until details of refuse and recycling bin stores have been submitted to and approved in writing by the Local Planning Authority. The details shall include measures to prevent pests and vermin accessing the bin store(s). The approved bin storage, including pest and vermin control measures, shall be provided in accordance with the approved details prior to first occupation of any permitted dwelling, shall be retained and maintained as such and shall not be used for any purpose other than bin storage at all times thereafter.

Reason: To ensure that sufficient provision is made for the storage and collection of refuse and recyclables and to safeguard the amenity (including visual amenity) of existing nearby / future occupiers / road users from potential disturbance and/or smells and highway safety, in accordance with Policies CC5, CC7, CC8 and TR3 of the Reading Borough Local Plan 2019.

8. No residential unit hereby approved shall be occupied until the Local Planning Authority has been notified in writing of the full postal address of the unit(s) hereby approved. The notification shall be sent to the Local Planning Authority 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

Date:

Head of Planning, Development
& Regulatory Services RE



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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 TR3 and TR5 of the Reading Local Plan 2019.

9. 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 Policy TR3 and TR5 of the Reading Local Plan 2019.

10. * No development shall commence on site until written verification has been submitted to and approved in writing by the Local Planning Authority demonstrating that the dwellings hereby permitted have achieved a minimum of a 19% improvement in the dwelling emission rate over the target emission rate as defined in The Building Regulations for England Approved Document L1a: Conservation of Fuel and Power in New Dwellings (2013 edition), and built to the higher water efficiency standard under Regulation 36(3). Such evidence shall be in the form of a 'design stage' Standard Assessment Procedure (SAP), produced by an accredited energy assessor.

Reason: To ensure that the development is carried out in accordance with sustainable building standards in accordance with Policies CC2 and H5 of the Reading Borough Local Plan 2019.

11. The development hereby permitted shall not be occupied until written verification has been submitted to and approved in writing by the Local Planning Authority demonstrating that the dwellings hereby permitted have achieved a minimum of a 19% improvement in the dwelling emission rate over the target emission rate as defined in The Building Regulations for England Approved Document L1a: Conservation of Fuel and Power in New Dwellings (2013 edition), and built to the higher water efficiency standard under Regulation 36(3). Such evidence shall be in the form of an 'As Built' Standard Assessment Procedure (SAP), produced by an accredited energy assessor.

Date:

Head of Planning, Development
& Regulatory Services RE



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Reason: To ensure that the development is carried out in accordance with sustainable building standards in accordance with Policies CC2 and H5 of the Reading Borough Local Plan 2019.

12. No construction, demolition or associated deliveries shall take place outside the hours of 0800hrs to 1800hrs Mondays to Fridays, and 0800hrs to 1300hrs on Saturdays, and not at any time on Sundays and Bank or Statutory Holidays without prior written approval from the Local Planning Authority.

Reason: In order to protect occupiers of nearby properties from unreasonable disturbance from works connected with implementing this permission in accordance with Policy CC8 of the Reading Borough Local Plan 2019.

13. Prior to first occupation/use of the building hereby approved, a scheme of hard and soft landscaping shall be submitted to and approved in writing by the Local Planning Authority. This scheme shall specify means of treatment for hard surfaced areas, means of enclosure including mammal gaps where appropriate, specify species, planting sizes, spacing and numbers of trees/shrubs to be planted (including replacement trees and tree pit specifications where appropriate), and must include a maintenance programme detailing all operations to be carried out in order to allow successful establishment of planting. Planting shall be carried out in accordance with the approved details in the first planting and seeding seasons following the occupation of the building or in accordance with a timetable agreed in writing with the Local Planning Authority. Any trees or plants which, within a period of 5 years from the date of planting, die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, to be agreed in writing by the Local Planning Authority.

Reason: In the interest of ensuring that the landscaping of the development enhances the visual local environment and in accordance with Policy CC7 of the Reading Borough Local Plan 2019.

14. * No development shall take place until a scheme detailing the locations and specifications of biodiversity enhancements (including bird nesting and bat roosting features on or around the new buildings) shall be submitted to and approved in writing by the local planning authority. The biodiversity enhancements permitted shall be carried out in accordance with the approved plans and documents prior to the first occupation of any residential unit and shall be retained thereafter.

Reason: To incorporate biodiversity enhancements in and around developments and in the interests of the visual amenities of the locality and local wildlife in accordance with Paragraph 175 of the NPPF (2019), Policies CC7 and EN12 of the Reading Borough Local Plan 2019, the Wildlife and Countryside Act 1981 (as amended).

Date:

Head of Planning, Development
& Regulatory Services RE



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15. Only the area of external terrace annotated as such on approved plan 15023-PL-50A Proposed First Floor Plan shall be used for such purposes. No other roof area hereby permitted shall be used as a balcony, roof garden or similar amenity area without the grant of further specific planning permission from the Local Planning Authority.

Reason: To safeguard the amenities of the adjoining premises from overlooking and loss of privacy in accordance with Policy CC8 and H9 of the Reading Borough Local Plan 2019.

INFORMATIVES

1. 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.

2. 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.

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. No materials or green waste produced as a result of the clearance of the site, demolition works or construction works associated with the development hereby approved shall be burnt on site. Complaints are commonly received about noise and dust caused by construction and demolition works, particularly working outside reasonable hours and smoke from bonfires associated with the burning of waste on site. The developer is reminded that construction and demolition associated with the approved development will be subject to environmental health law.

5. 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.

Date:

Head of Planning, Development
& Regulatory Services RE



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6. In accordance with Article 35 (DMPO 2015) some conditions have been highlighted (with a *) to make clear that they 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 Building Control on 0118 937 2449 for advice.

9. During the course of construction, the developer should take care to ensure that no part of this development (foundations, eaves, guttering, etc.) would encroach on, under or across the boundary line with the adjoining property, as the requisite Notice has not been served on the owner of that property. This permission does not confer any right of access onto land that is not under the developer's control. The developer should also be mindful of the obligations and requirements of the Party Wall Act (1996) details of which can be found at:

www.communities.gov.uk/publications/planningandbuilding/partywall

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

Date:

Head of Planning, Development
& Regulatory Services RE

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

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.

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) 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.

EXECUTED as a deed by ELDON HOMES LIMITED)

acting by a director)

JAGTAR DHADWAL
.....
Director

In the presence of:

Signature of Director: [REDACTED]

Signature of witness: [REDACTED]

Name (in BLOCK CAPITALS): LESLIE KILLICK

Address: 153 UPPER WOODCOTE ROAD
CAVERSHAM
READING
RG4 7JR

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	<u>LPORS 23/8/14</u>
Originator	<u>PT</u>
Seal No.	<u>185/21</u>
Checked	<u>CS</u>

ELDON HOMES LIMITED
(the Owner) (1)

and

READING BOROUGH COUNCIL
(the Council) (2)

AGREEMENT

**constituting Planning Obligations relating to
land adjoining 12 Eldon Terrace Reading, RG1 4DX**

(Appl. No.200973)

Michael Graham LLB (Hons); MBA
Assistant Director of Legal and Democratic Services
Reading Borough Council
Civic Offices Bridge Street
Reading RG1 2LU

IKEN NO. 016476

