

DATED 18 August 2021

GRASS HILL VIEW LIMITED and GRASS HILL LIMITED (1)

("the Owner")

and

READING BOROUGH COUNCIL (2)

("the Council")

AGREEMENT

constituting a Planning Obligation relating to land at **5 Grass Hill**
Caversham Reading RG4 7TJ

(Planning Application No. 201233)

M Graham
Assistant Director of Legal
& Democratic Services
Reading Borough Council
Civic Offices Civic Centre
Reading RG1 7AE

IKEN 017034

THIS AGREEMENT is made the 18th day of August 2021

BETWEEN:

GRASS HILL VIEW LIMITED (Co. Regn.No.10446984) whose registered office and is at 2 Crossways Business Centre, Bicester Road, Kingswood, Aylesbury, England, HP18 0RA and **GRASS HILL LIMITED** (Co. Regn.No.06897401 whose registered office is at The Granary 1a Patrick Road, Caversham, Reading, Berkshire, RG4 8DD ("the Owner") 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 Owner is the freehold owner of the Application Land as identified in the First Schedule hereto and has an interest in the Application Land within the meaning of the term in Section 106(9) (b) of the 1990 Act

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 201233) 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

“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 201233

“Deferred Affordable Housing Contribution Mechanism”

means the mechanism whereby upon occupation of the first New Dwelling, the owner shall pay 50% of the Sale Value achieved or Estimated Sale Value in default in excess of two million, two hundred and thirty two thousand two hundred and fifty pounds sterling £2,232,250.00 (being the current open market value of the New Dwellings) but always provided that Deferred Housing Contribution will be capped at £84,800 (as increased by the indexation provision in Clause 10)

“develop” and “development”

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

“the Development”

means the erection of two 3-bed detached dwellings with associated garaging 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 2 New Dwellings as assessed by at least two independent valuations from suitably qualified local estate agents as agreed with the Council

“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 First 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 any 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 Annex 2 hereto

“the Prescribed Period”

means the period of ten (10) years from the date of this Agreement

“Sale Value”

means the price of the New Dwellings 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 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

“Turnstone Ecology Reptile Mitigation and Enhancement Plan”

means the plan at Annex 3

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:

4.1 to pay to the Council the Deferred Affordable Housing Contribution 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 First New Dwelling and

(b) not to Occupy or permit the Occupation of the First 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 £84,800 (Eighty-Four Thousand Eight Hundred Pounds Sterling)

- 4.2 not to Implement the Development before the Owner has served the Implementation Notice
- 4.3 to serve an Occupation Notice within five (5) Working Days after a New Dwelling which forms part of the Development has been first Occupied for residential purposes
- 4.4 to observe and perform the obligations on their part contained in the Second Schedule (Turnstone Ecology Reptile Mitigation and Enhancement Plan)
- 4.5 The Owner shall not sell the whole 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. INDEXATION

The amount of 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

11. INTEREST ON UNPAID MONIES

If any payment due under this Agreement is paid late interest at the rate of 4% per annum above the base rate of the Bank of England for the time being in force will be payable from the date payment is due to the date of payment

12. 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 £1760.00 such sum to be paid to the Council on the Effective Date

13. 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

14. 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: 201233 or other reference quoted in relevant S106 Demand Notice issued in respect of the obligation

15. 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

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

THE FIRST SCHEDULE

(The Land)

All that freehold land known as land at 5 Grass Hill Caversham Reading RG4 7TJ registered at the Land Registry under Title Numbers BK7168 and BK302247 shown edged red on the Plan at Annex 1

THE SECOND SCHEDULE

(Reptile Mitigation and Enhancement Plan)

1. Not to Occupy any of the New Dwelling unless provision of slow worm habitat mitigation/enhancement in accordance with the Turnstone Ecology Reptile Mitigation and Enhancement Plan ref. R02-Reptile Mitigation and Enhancement Plan Rev 01 dated 29 April 2021 has been made.
2. Prior to first Occupation of any New Dwelling to make provision for a slow worm habitat mitigation/enhancement in accordance with the Turnstone Ecology Reptile Mitigation and Enhancement Plan ref. R02-Reptile Mitigation and Enhancement Plan Rev 01 dated 29 April 2021.
3. To maintain at the Owner's own expense the Slow worm habitat and mitigation in perpetuity and in accordance with the management details set out within the approved Reptile Mitigation and Enhancement Plan Rev 01 dated 29 April 2021.

THE THIRD 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 provision by the Council of Affordable Housing in the Borough which is not being provided by the Owner on the Land 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

ANNEX 1
THE PLAN



WILL GRATHAM
DIRECTOR.



1:500 scale Bar
This Drawing has been produced for printing onto A3 size paper.



SHAUN TANNER
ARCHITECTURE & PLANNING
STL

9446-5587-1140 (L27, 2004)

Mr. & Mrs. S. Turner and Mr. J. Neill

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Land Registry, 2000

Warning

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105. The author of the article is a(n) **editorial writer** because the article is an opinion piece that is intended to persuade the reader to take a certain action or to change their opinion on a particular issue.

ANNEX 2

(The Draft Planning Permission)



Reading
Borough Council

Working better with you

**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: Mr Peter Neville
Arctic House
Grass Hill
Reading
RG4 7TJ

Application No: 201233
Application type: Full Planning Approval

Applicant: Mr Peter Neville

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 3-bed detached dwellings with associated garaging

At: 5 Grass Hill Caversham Reading RG4 7TJ

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: **DRAFT SUBJECT TO S106**

SDV

Head of Planning, Development
& Regulatory Services



Application At: 5 Grass Hill Caversham Reading RG4 7TJ

Application No: 201233

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 and documents:

- Drawing no.s 3707/206 - Proposed Roof Plan

Received by the Local Planning Authority on 16th December 2021

- Drawing no. 3707/205 Rev C - Proposed Landscaping Plan

- Drawing no. 3707/204 Rev A - Block and Location Plan

- Drawing no. 3707/203 Rev B - Elevations 1 of 2

- Drawing no. 3707/202 Rev C - First Floor Layout

- Drawing no. 3707/201 Rev C - Ground Floor Layout

- Drawing no. 3707/200 Rev G - Proposed Site Plan

Received by the Local Planning Authority on 1st December 2021

- Mark Welby Arboricultural Consultant Arboricultural Impact Assessment and Tree Protection Strategy ref. MW.20.0613.AIA Rev C dated 05.02.2021

Received by the Local Planning Authority on 12th February 2021

- Turnstone Ecology Preliminary Ecological Appraisal rev 01 ref. R01-PEA Report-Rev 03 dated 13/04/2021

Received by the Local Planning Authority 15th April 2021

- Turnstone Ecology Reptile Mitigation and Enhancement Plan ref. R02-Reptile Mitigation and Enhancement Plan Rev 01 dated 29 April 2021

Date: DRAFT SUBJECT TO S106

SDV

Head of Planning, Development
& Regulatory Services



Received by the Local Planning Authority on 6th May 2021

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 development shall commence beyond foundation level until a schedule of the materials to be used in the construction of the external surfaces of the development hereby permitted have been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out and thereafter maintained in accordance with the details approved 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 visual amenity and ensuring the new development responds positively to the local context and character in accordance with Policy CC7 of the Reading Borough Local Plan 2019

4. No dwelling hereby permitted shall be occupied until the vehicle access serving it has been constructed in accordance with the plans hereby approved.

REASON: In the interests of road safety in accordance with Policy TR1 and TR3 of the Reading Local Plan 2019.

5. No dwelling hereby permitted shall not be occupied until all vehicle parking spaces have been provided in accordance with the plans hereby approved. The spaces shall be kept available for parking at all times thereafter.

REASON: To ensure that the development is provided with adequate parking facilities to meet the needs of future occupiers and reduce the likelihood of roadside parking which could be a danger to other road users in accordance with Policy TR3 and TR5 of the Reading Local Plan 2019.

6. 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:

Date: **DRAFT SUBJECT TO S106**

SDV
Head of Planning, Development
& Regulatory Services



- 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;
- 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 and TR3 of the Reading Borough Local Plan 2019.

7. No dwelling hereby permitted shall be occupied until the bicycle parking facility for that dwelling has been provided in accordance with the plans hereby approved. 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 Policy TR1 and TR5 of the Reading local Plan 2019.



8. Prior to first occupation of the dwellings hereby approved, the refuse and recycling storage facility shall be implemented fully in accordance with those details shown on the approved plans and thereafter retained 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 CC7 of the Reading Local Plan 2019.

9. No dwelling hereby permitted shall be occupied until details of an electric vehicle (EV) charging Scheme comprising a layout plan and detailed specification has been submitted to and approved in writing by the Local Planning Authority. No dwelling hereby permitted shall be first occupied until the Scheme for that dwelling has been fully provided in accordance with the approved details. The spaces shall be maintained for vehicle charging in accordance with the approved Scheme at all times thereafter.

REASON: In the interests of environmentally sustainable transport in accordance with Policy TR3 and TR5 of the Reading Local Plan 2019.

10. Protective measures, including fencing, ground protection, supervision and working procedures shall be carried out in accordance with the Arboricultural Impact Assessment and Tree Protection Strategy MW.20.0613.AIA Revision C issued 05.02.2021; with tree protection erected prior to removal of the spoil identified on the Spoil Removal Plan. Any deviation from the works prescribed or methods agreed in the report will require prior written approval from the Local Planning Authority.

REASON: In order to ensure that reasonable measures are taken to safeguard trees in the interests of local amenity and the enhancement of the development itself in accordance with Policy EN14 of the Reading Borough Local Plan 2019.

11. No development shall commence on site until a comprehensive scheme of hard and soft landscaping has been submitted to and approved in writing by the Local Planning Authority. These details shall include:

- a. Proposed finished ground and floor levels or contours, means of enclosure (including mammal gaps where appropriate), car parking layouts, other vehicle and pedestrian access and circulation areas; b. Hard surfacing materials and minor



artefacts and other ancillary structures (e.g. furniture, play equipment, refuse or other storage units, signs, lighting, external services, etc);

c. Soft landscaping details shall include planting plan, specification (including cultivation and other operations associated with plant and grass establishment), schedules of plants, noting species, planting sizes and proposed numbers/densities where appropriate, and implementation timetable;

d. A maintenance programme detailing all operations to be carried out in order to allow successful establishment of planting;

e. routes and details of proposed and existing functional services above and below ground including foul and surface water drainage, soakaways and SUDs details, power, communications cables and water and gas supply pipelines, including access points, tree pit specifications;

The approved hard and soft landscaping scheme shall be carried out in accordance with the approved details prior to the occupation of any part of the development or in accordance with a timetable approved in writing by 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: These details are required prior to commencement of development because of insufficient information contained within this submission and 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.

12. No development above slab level shall take place until details of biodiversity enhancements, to include integral bird and bat boxes, tiles or bricks on the new buildings and native and wildlife friendly landscaping, shall be submitted to and approved in writing by the council. The biodiversity enhancements shall thereafter be installed as per the approved details and a letter report confirming that the enhancements has been installed, including photographs of the enhancements in situ, shall be submitted to and approved in writing by the council prior to occupation of the development.

REASON: In the interests of biodiversity, in accordance with Policy EN16 of the Reading Borough Local Plan 2019.



13. The new dwelling to plot 1 hereby permitted shall not be occupied until all first-floor windows to the north east elevation shall be fitted with obscure glass and with no opening windows up to 1.7m in height above the internal floor level, before the dwelling is occupied. Any replacement or repair of the window shall only be with obscure glass.

REASON: To prevent actual and perceived overlooking, in the interests of the privacy of neighbours. In accordance with Policy CC8 of the Reading Borough Local Plan 2019.

14. 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.

15. 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 Policy CC2 and H5 of the Reading Borough Local Plan 2019.

16. No dwelling hereby permitted shall be occupied until written verification has been submitted to and approved in writing by the Local Planning Authority demonstrating that the dwellings 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.

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

17. Prior to first occupation of the dwellings hereby permitted the biodiversity mitigation enhancement measures set out with the approved Turnstone Ecology Reptile Mitigation and Enhancement Plan ref. R02- Reptile Mitigation and Enhancement Plan Rev 01 dated 29 April 2021, received by the Local Planning Authority on 6th May 2021 shall be implemented in full on site. The biodiversity mitigation and enhancement measures shall be maintained and managed thereafter in accordance with the approved details.

REASON: In the interests of biodiversity, in accordance with Policy EN16 of the Reading Borough Local Plan 2019.

18. No development shall commence on site until the applicant or their agents or successors in title have secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation, which will have been submitted by the applicant and approved in writing by the Local Planning Authority.

REASON: These details are required due to insufficient information being contained within this submission and because the site lies in an area of archaeological potential, as illustrated by the Berkshire Archaeology Historic Environment Record. Archaeological monitoring or evaluation will ensure preservation, either by record or in situ, of any heritage assets present on the site in a manner appropriate to their significance, Policy EN1 and EN2 of the Reading Local Plan 2019.

INFORMATIVES

Date: **DRAFT SUBJECT TO S106**

SDV

Head of Planning, Development
& Regulatory Services



1. 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.
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. A section 106 Agreement relates to this planning permission. A copy of the S106 Legal Agreement is available on the Council's Public Register of Planning Applications.
4. In accordance with Article 35 (DMPO 2015) some conditions have been highlighted 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.
5. 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
6. 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:

Date: **DRAFT SUBJECT TO S106**

SDV
Head of Planning, Development
& Regulatory Services



Reading
Borough Council
Working better with you

http://www.reading.gov.uk/media/2791/Community-Infrastructure-Levy-Advice-to-Applicants/pdf/CIL_Advice_to_Applicants.pdf

DRAFT

Date: DRAFT SUBJECT TO S106

SDV

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) 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

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.

ANNEX 3

(Turnstone Ecology Reptile Mitigation and Enhancement Plan)

5 Grass Hill, Caversham Reptile Mitigation and Enhancement Plan

Prepared for STL Architects

April 2021

Revision 01

TURNSTONE ECOLOGY LIMITED

Project Number TT3014

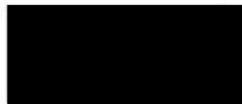
Title 5 Grass Hill, Caversham

Document Number R02-Reptile Mitigation and Enhancement Plan-Rev01

Client STL Architects

Issue Date 29 April 2021

Prepared by:


Tom Lewis
Assistant Ecologist 20/04/2021

Checked and Approved
for Issue by:


Simon Parker
Principal Consultant 29/04/2021

This report has been prepared by Turnstone Ecology Ltd, with all reasonable skill, care and diligence within the terms of the Contract with the client.

We disclaim any responsibility to the client and others in respect of any matters outside the scope of the above.

This report may contain detailed information about protected species and is confidential to the client. We accept no responsibility of whatsoever nature to third parties to whom this report, or any part thereof, is made known. Any such party relies on the report at their own risk.

SURVEY AND REPORT VALIDITY

It is important that planning decisions are based on up-to-date ecological reports and survey data. However, it is difficult to set a specific timeframe over which reports or survey data should be considered valid, as this will vary in different circumstances. In some cases there will be specific guidance on this (such as for the age of data which may be used to support an EPS licence application) but in circumstances where such advice does not already exist, the Chartered Institute of Ecology and Environmental Management (CIEEM) has provided the general advice set out below.

<i>Age of Data / Survey / Report</i>	<i>Validity</i>
Less than 12 months	Likely to be valid in most cases.
12-18 months	Likely to be valid in most cases with the following exceptions: • Where a site may offer existing or new features which could be utilised by a mobile species within a short timeframe; • Where a mobile species is present on site or in the wider area, and can create new features of relevance to the assessment; • Where country-specific or species-specific guidance dictates otherwise.
18 months to 3 years	A professional ecologist will need to undertake a site visit and then review the validity of the report. Some or all of the other ecological surveys updated.
Protected Species Licensing	Licence applications usually only possible using data less than 2 years old

The likelihood of surveys needing to be updated increases with time and is greater for mobile species or in circumstances where the habitat or its management has changed significantly since the surveys were undertaken. Factors to be considered include (but are not limited to):

- Whether the site supports, or may support, a mobile species which could have moved on to site, or changed its distribution within a site;
- Whether there have been significant changes to the habitats present (and/or the ecological conditions/functions/ecosystem functioning upon which they are dependent) since the surveys were undertaken, including through changes to site management;
- Whether the local distribution of a species in the wider area around a site has changed (or knowledge of it increased), increasing the likelihood of its presence.

Table of Contents

I	Introduction	5
1.1	Purpose of Report.....	5
1.2	Ecological Context	5
1.3	Summary of Proposals.....	6
2	Mitigation and Enhancement Plan.....	10
3	Legal Protection	16

1 INTRODUCTION

1.1 Purpose of Report

This reptile mitigation and enhancement plan has been completed in connection with the proposed construction of two residential dwellings at 5 Grass Hill, Caversham (OS Grid Reference SU 7036 7509). The location of the proposed development site is shown in *Figures 1* and *2* and the proposed development plans are shown in *Figures 3* and *4*.

This document should be read in conjunction with the previous survey report *TT3014-5 Grass Hill, Caversham-R01-PEA Report-Rev03* which was completed by Turnstone Ecology Ltd following site surveys completed in July 2020 and January 2021.

This document summarised the survey findings and provides methods and mitigation measures to offset any ecological impacts associated with the proposal and to satisfy national and local planning policies.

Figure 1. Location of proposed development



1.2 Ecological Context

The proposed development site is located at 5 Grass Hill, Caversham, Reading, RG4 7TJ which is situated just north of central Reading and the River Thames. It is accessed from Grass Hill via a driveway from the north-west. The area of the development comprises areas of bare earth and rubble (where a

recently demolished building had previously been present) with ruderal vegetation that has encroached from the boundaries, as well as areas of overgrown amenity grassland. The peripheries and boundaries of the land ownership are lined with hedge to the north, trees to the east and scrub with trees to the south and west. The tree density increases adjacent to the site to form woodland along the east, south and west boundaries. The proposed houses will be built within the bare earth area and the surrounding areas will be subject to landscaping. The site is bordered by Grass Hill to the west, and residential dwellings with associated gardens on all other boundaries.

Figure 2. Overview of the site and surrounding area (the demolished building is still present within the overhead image)



1.3 Summary of Proposals

The proposed development involves the construction of two residential dwellings with associated garages and parking at 5 Grass Hill (*Figure 3*). The proposal will utilise the existing access track from Grass Hill and the footprint of a previously demolished building.

The proposal will involve some levelling of the land upon which construction is taking place, although it is already relatively flat. No major landscaping is proposed but the existing amenity grassland garden area will be returned to an expected level of management typical of an urban garden. No work will be undertaken that will directly impact on the woodland or scrub at the edge of the site boundaries.

The proposed development will directly affect areas of bare ground, overgrown amenity grassland and ruderal vegetation, these represent suitable habitats for common species of reptile and during the July 2020 survey a small number of Slow-worms were identified using the site. *Plates 1, 2 & 3* show habitats on site and one of the Slow-worms which was found under a fallen Heras fencing panel.

Figure 3. The proposed development plan



Plate 1. Potential hibernacula in the bare earth area (looking east)



Plate 2. Sheet of black material-lined Heras fencing



Plate 3. Slow-worm found under a sheet of Heras fencing lined with black material



2 MITIGATION AND ENHANCEMENT PLAN

Reptile presence was confirmed on site during the initial survey and as such reasonable avoidance and mitigation measures are proposed which will ensure that reptiles will not be impacted during site preparation and construction work. Enhancement measures are also proposed which will result in an increase in the extent and quality of terrestrial habitats available reptiles.

It is worthy of note that the construction will take place only on a large area of bare ground which is largely within the footprint of the previous building and is of low value for reptiles. This area will be fenced off using reptile exclusion fencing at the start of works to ensure that no reptiles will be able to move into areas where they would be at any risk from the proposed works once construction starts. The rubble piles which have potential for reptiles will be thoroughly searched by an ecologist during the active period for reptiles (March-October inclusive) before they are dismantled under a watching brief by a suitably qualified ecologist.

The following mitigation and Reasonable Avoidance Measures (RAMs) will be undertaken to minimise the risk of Reptiles being on site during works which will include:

- All methods are to be undertaken with regard to and within the requirements of any other species mitigation;
- Work will be undertaken with an experienced Ecological Clerk of Work (ECoW) present to search for reptiles prior to work and oversee all work that impacts potential reptile habitat and toolbox talks to be given to all site staff;
- Construction will only take place on existing areas of bare ground. Reptile proof fencing will be erected around the construction zone to ensure no reptiles are able to move into areas at which they may be at risk from works;
- Vegetation that will be removed will be cut down and maintained at 100mm prior to the commencement of the development and up to the start of construction. This will be undertaken using only hand tools;
- Prior to the commencement of any work that impacts reptile habitat directly (*i.e.* removal of the rubble piles and Heras fencing panels and supports) the ecologist will undertake a thorough search for reptiles and oversee the work at any stage that is likely to find or impact reptile species;
- During construction, any storage of piles of materials and excavated earth on the site will be kept to a minimum and away from the boundaries to deter reptiles from using them for temporary cover;
- No open excavations to be left outside the reptile proof fencing overnight (*i.e.* back filled or covered and all building materials to be stored away from site boundaries and raised on pallets;
- In the unlikely event of a reptile being found during works when an ecologist is not present, then an ecologist will be contacted, and an appropriate course of action agreed before works continue.
- To ensure the longevity of reptiles on site, areas in the south of the site and adjacent to the west of the site will be maintained as reptile habitats with rough tussocky grassland and the area

under the trees so the east of the site will be enhanced for wildlife with an improved understorey (Detailed further below and shown in *Figures 4 and 5*). There will also be three hibernacula and a basking area within the reptile habitat to the south and a grass cutting pile adjacent.

- Timings of reptile habitat management following the occupation of the property will reflect the calendar in *Table 1*.

Table 1. Reptile habitat management (post construction) calendar

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Mowing												
Scrub/tree cutting												
Stump treatment												
	Most effective and least damaging time to carry out work											
	Work may be less effective and/or require more care to avoid disturbance											

Mitigation and enhancements as part of the proposals, to ensure opportunities for reptiles to use the site and connectivity to the wider area, will include:

- Removing scrub in the south of the site and replacing it with tussocky/rank grassland (*Figure 4*).
- Removing and scrub on roadside verge immediately west of the site, but under the same ownership, as tussocky/rank grassland (*Figure 5*).
- Enhancing the extended wildlife area beneath the trees at the east of the site with understorey vegetation to provide an area maintained for wildlife (*Figure 4*).
- This work will be done whilst leaving existing trees in these areas in place.
- Scrub removal will begin concurrently with development and be done with hand tools to reduce impacts on the nearby badger sett.
- The sections to the south of the site and the one on the roadside verge, indicated by the dashed red line in *Figures 4 and 5*, respectively, will have dense scrub vegetation, but not trees, removed and replanted as grassland which will be allowed to grow out to a rank/tussocky stage.
- Grassland planting will include a mix of species detailed in *Table 2*, sown at a rate of 20kg per acre in both areas. Planting should occur in Autumn or Spring.
- Ongoing grass cutting will occur across the site annually in later summer, with arising being removed at the same time.
- The owners of the property, or contractors appointed by the owners of the property, will be responsible for ongoing management of the wildlife areas on site as well as the area on the roadside verge that is not within the development boundary but is under the same ownership.
- The areas indicated by dashed red lines in *Figures 4 and 5* will be managed in the same way.
- The roadside verge will be lined with bollards to ensure that it is not driven on.

- The wildlife area along the south of the garden will be separated from the amenity grassland by a change of ground level supported by a retaining wall and a post-and-rail fence, indicated by the dashed blue line in *Figure 4*.
- Three hibernacula are to be created within the area being maintained for reptiles, further increasing suitability and ensuring long-term opportunities for reptiles to utilise the site (*Figure 4*). Two of these will be set into the ground and the third will be built into the structure of the retaining wall.
- A grass cuttings pile will also be maintained near to the wildlife habitat to encourage Grass Snake egg-laying (shown in *Figure 4*).
- Hibernacula will be installed after the closure of badger setts in July.

Overall, the proposals will result in temporary loss of a small amount of suitable reptile habitat, however, the suggested mitigation and enhancements measures will ensure that the proposals will result in a minor positive impact on common species of reptile. Full timings of proposed works relating to reptiles are given in *Table 3*.

Table 2. The species mix for planting of the tussocky grassland areas.

Percentage (%)	Scientific Name	Common Name
2.5	<i>Alopecurus pratensis</i>	Meadow Foxtail
20	<i>Cynosurus cristatus</i>	Crested Dogstail
20	<i>Dactylis glomerata</i>	Cocksfoot
5	<i>Deschampsia cespitosa</i>	Tufted Hair-grass
30	<i>Festuca rubra</i>	Strong-creeping Red-fescue
2.5	<i>Holcus lanatus</i>	Yorkshire Fog
12.5	<i>Schedonorus arundinaceus</i>	Tall Fescue
7.5	<i>Schedonorus pratensis</i>	Meadow Fescue

Table 3. Schedule of works

Task	Time of commencement	Responsible party
Erection of reptile fencing around development site	Before commencement of works	Developers under ecologist's supervision
Removal of rubble piles	Before commencement of works	Developers under ecologist's supervision
Scrub removal using hand tools in the reptile areas	Concurrent with works	Developers under ecologist's supervision
Planting of grassland in the reptile areas	Autumn following scrub removal	Developers

Planting of the understorey area under the trees at the east of the site	Concurrent with works	Developers
Erection of bollards, retaining wall and post and rail fencing to protect the reptile areas	Concurrent with works	Developers
Installation of hibernacula	After setts are closed in July	Developers under ecologist's supervision
Installation of grass cutting pile	After first cutting	Owners
Ongoing cutting and management of the grassland, including removal of arisings	Annually in late summer	Owners

The site plan illustrates the proposed development at 10000 104th Avenue. It features two main plots: Plot 1, a large rectangular area on the left, and Plot 2, a smaller rectangular area on the right. The site is bounded by 104th Avenue to the north and 100th Avenue to the south. The plan includes various site features such as parking areas, landscaping, and building footprints. A legend in the bottom left corner defines the symbols used on the plan, including building footprints, parking spaces, landscaping, and site boundaries. The plan is dated 10/10/2010 and is the property of STA SHAUNTANNER ARCHITECTURE & PLANNING.

Legend:

- Building Footprint
- Parking Space
- Landscaping
- Site Boundary
- Proposed Development
- Existing Development
- Proposed Access
- Proposed Easement
- Proposed Right-of-Way
- Proposed Utility
- Proposed Stormwater Management
- Proposed Fire Protection
- Proposed Security
- Proposed Other

Site Features:

- Plot 1: Large rectangular building footprint, parking area, landscaping.
- Plot 2: Smaller rectangular building footprint, parking area, landscaping.
- 104th Avenue: North boundary.
- 100th Avenue: South boundary.
- Proposed Access: Dashed line from 104th Avenue to Plot 1.
- Proposed Easement: Dashed line from Plot 1 to Plot 2.
- Proposed Right-of-Way: Dashed line from Plot 1 to Plot 2.
- Proposed Utility: Dashed line from Plot 1 to Plot 2.
- Proposed Stormwater Management: Dashed line from Plot 1 to Plot 2.
- Proposed Fire Protection: Dashed line from Plot 1 to Plot 2.
- Proposed Security: Dashed line from Plot 1 to Plot 2.
- Proposed Other: Dashed line from Plot 1 to Plot 2.

STA SHAUNTANNER ARCHITECTURE & PLANNING

10/10/2010

10000 104th Avenue

Figure 5. Additional reptile enhancement area. This figure will also be submitted separately, without the red lines in a larger format, for ease of viewing.



3 LEGAL PROTECTION

Common Lizard, Grass Snake, Slow-worm and Adder are listed under *Schedule 5* of the *Wildlife and Countryside Act 1981* (as amended), in respect of *Section 9(5)* and part of *Section 9(1)*. This protection was extended by the CRow Act.

Under the above legislation, it is an offence to:

- intentionally or deliberately kill or injure any individual of such a species; or
- sell or attempt to sell any part of the species alive or dead.

EXECUTED (BUT NOT DELIVERED)

UNTIL THE DATE HEREOF) by)

GRASS HILL VIEW LIMITED)

Director

WIL GRAHAM

In the presence of:

Witness signature:

Witness name:

Witness address:

[Signature]
LISA GODDARD
5 HILLSIDE RD
EARLEY
READING
RG6 7LP

EXECUTED (BUT NOT DELIVERED)

UNTIL THE DATE HEREOF) by)

GRASS HILL LIMITED)

Director

In the presence of:

Witness signature:

Witness name:

Witness address:

Nicholas R. Goodson
[Signature]
NICHOLAS R. GOODSON
17 NIAGARA ROAD
HENLEY-ON-THAMES
OXON, RG9 1EB

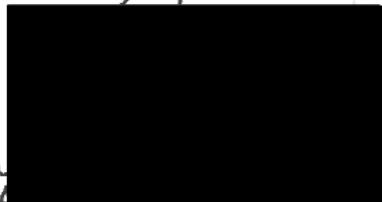
EXECUTED (BUT NOT DELIVERED)

UNTIL THE DATE HEREOF) by)

the affixing of THE COMMON)

SEAL of READING BOROUGH)

COUNCIL in the presence of:-



Signatory

Minute	HPDRS 23/8/14	
Originator	PT	
Seal No.	202	21
Checked	CS	