

DATED

18th November

2004

121/04

READING BOROUGH COUNCIL

- and -

- **DAVID FREDERICK WILLS**

-

-

AGREEMENT

constituting a Planning Obligation relating to land at 217 Peppard Road
Reading

CJ Brooks

Head of Legal Services

Reading Borough Council

Civic Offices Civic Centre

Reading RG1 7ER

SS/L/AEWS

THIS AGREEMENT is made the 18th November 2004

BETWEEN:

READING BOROUGH COUNCIL of Civic Offices Civic Centre Reading RG1 7TD ("the Council") (1) and DAVID FREDERICK WILLS of 217 Peppard Road Caversham Reading RG4 8TS ("the Owner") (2)

RECITALS

1. 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

2. The Site

The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 for the Borough of Reading in which the land at 217 Peppard Road ("the Application Land") more particularly described in the First Schedule hereto is situated

3. Land Ownership

The Owner is the owner of the Application Land and has an interest in the Application Land within the meaning of the term in Section 106(9)(b) of the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991

4. Planning Application

An application (04/01147/FUL) has been submitted to the Council for conversion of existing single storey extensions to 1 bed flat to include new roof over ("the Development")

NOW IN PURSUANCE OF THE POWERS CONTAINED in Section 106 of the Town and Country Planning Act 1990 Section 111 of the Local Government Act 1972 and all other powers enabling the Council in this behalf **IT IS HEREBY AGREED AND DECLARED** between the parties hereto as follows:-

1. Definitions

In this Agreement the following expressions shall have the undermentioned meanings:-

1.1. "1990 Act"

means the Town and Country Planning Act 1990 as amended

1.2. "this Agreement"

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

1.3. "Application"

means the application for planning permission submitted to the Council and bearing reference number 04/01147/FUL

1.4. "Application Land"

means the land described in the First Schedule hereto

1.5. "develop" and "development"

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

1.6. "the Development"

means the development permitted by the Planning Permission

1.7. "Effective Date"

means the date of this Agreement

1.8. "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

1.9. "Infrastructure Contribution"

means the sum of ONE THOUSAND FIVE HUNDRED POUNDS (£1,500.00) ("the Basic Infrastructure Charge") and such additional sum ("the Additional Infrastructure Sum") which shall be a sum equal to the difference between (a) the Basic Infrastructure Charge and (b) a sum arrived at by increasing the Basic Infrastructure Charge by the percentage by which the Index of Retail Prices (all items) published by the Central Statistical Office has increased

between the Effective Date and the date of payment of the Basic Infrastructure Charge in accordance with this Agreement (and for the purposes of calculating the Additional Infrastructure Sum the Index of Retail Prices for which most recent official figures published by the Central Statistical Office are available shall be deemed to be the Index prevailing at the date of payment of the Basic Infrastructure Charge in accordance with this Agreement) as a contribution towards the provision/improvement of leisure/recreation facilities

1.10. "Planning Permission"

means planning permission granted by the Council pursuant to the Application in the form and subject to the Conditions set out in the Second Schedule

1.11. "RUAP Contribution"

means the sum of TWO THOUSAND POUNDS (£2,000.00). ("the Basic RUAP Charge") and such additional sum ("the Additional RUAP Sum") which shall be a sum equal to the difference between (a) the Basic RUAP Charge and (b) a sum arrived at by increasing the Basic RUAP Charge by the percentage by which the Index of Retail Prices (all items) published by the Central Statistical Office has increased between the Effective Date and the date of payment of the Basic RUAP Charge in accordance with this Agreement (and for the purposes of calculating the Additional RUAP Sum the Index of Retail Prices for which most recent official figures published by the Central Statistical Office are available shall be deemed to be the Index prevailing at the date of payment of the Basic RUAP Charge in accordance with this Agreement) as a contribution towards the Council's costs (including preliminary investigation, design and supervision fees) of carrying out transport improvements and measures as identified in the Reading Urban Area Package

IT IS HEREBY FURTHER AGREED that where the context so requires:

- (a) the singular shall include the plural and vice versa
- (b) references to any party shall include the successors in title of that party

- (c) where a party includes more than one person the obligations of that party shall be joint and several
- (d) references to clauses and schedules are references to clauses in and schedules to this Agreement
- (e) references to a Statute or Statutory Instrument shall mean and include any statutory revision amendment or re-enactment thereof
- (f) 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
- (g) a reference to a Permission shall mean the permission under which development is from time to time being undertaken but in the event of there being more than one planning permission capable of being used for that purpose it shall for the purposes of this Agreement mean such planning permission or planning permissions as the Council may from time to time specify

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

2. Planning Permission

The Council will on the Effective Date grant the Planning Permission subject to the draft Conditions and substantially in the form set out in the Second Schedule

3. Covenants by the Owner: declaration

The Covenants by the Owner hereinafter set out are entered into with the intent that those Covenants shall 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 Application Land and any person deriving title under them in respect of a lesser interest in the whole or any part of the Application 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. Owner Covenants;

The Owner COVENANTS AND AGREES with the Council that the Development will not be implemented until

4.1. Infrastructure Contribution

the Infrastructure Contribution and

4.2. Education Contribution

the RUAP Contribution

have both been paid to the Council

5. Cesser of Liabilities

The liabilities of the Owner under this Agreement in relation to the Application 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 Owner shall have parted with all interest in the Application 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 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. Land Charge

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

9. Land Registry

The Owner

9.1. declaration of consent

consents to the entry of a notice of the planning obligations contained in this Agreement on the Register of Title Number BK18605 at HM Land Registry

and

9.2. application

agrees to apply for entry of a notice of the planning obligations contained in this Agreement on the Register of Title Number BK18605

10. 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 and the Owner will apply for removal of notice of the planning obligations contained in this Agreement from the Register of Title Number BK

11. Interest on unpaid monies

In the event that any of the sums payable by virtue of this Agreement is not paid to the Council there shall be paid to the Council:

11.1. interest

interest at the rate of 4% per annum above the base rate of the National Westminster Bank PLC for the time being in force on the sum or any amount thereof which may be outstanding from the date on which the payment is due until the date of receipt of payment by the Council

11.2. legal costs

the proper legal costs and expenses incurred by the Council in recovering any of the sums payable by virtue of this Agreement

12. Notices

Any notice or other written document to be served or given by one party upon or to any other under the terms of this Agreement shall be deemed to have been validly served or given if transmitted by facsimile delivered by hand or sent by prepaid post to the party on whom it is to be served or as otherwise notified for the purpose by notice in writing

13. Addresses for service

The address for any notice or other written communication is

13.1. the Council

for the Council at Civic Offices Civic Centre Reading RG1 7TD

13.2. the Owner

for the Owner as specified above

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 forthwith upon completion of this Agreement

15. Payments to the Council

Any payments due to the Council under the terms of this Agreement (SAVING AND EXCEPTING for the legal fees payable to the Council under the provisions of Clause 14) shall be paid to the Council by means of telegraphic transfer to the Council as follows:

Reading Borough Council
Sorting Code 08-90-16
Bank Account No. 61018798
Co-operative Bank PLC, 34 St.Mary's Butts, Reading
Account; Reading Borough Council.

quoting reference: 217 Peppard Road

THE FIRST SCHEDULE (Application Land)

All that the land registered at H.M. Land Registry under Title Number BK18605

THE SECOND SCHEDULE

CASE OFFICER RECOMMENDATION

Agent: c/o Day Tanner Partnership Ltd
55 Church Street
Caverhsham
Reading
RG4 8AX

Application No: 04/01147/FUL

Recommendation: Application Permitted

Applicant: Mr D Wills

Proposal: Conversion of existing single storey extensions to 1 bed flat to include new roofover

At: 217 Peppard Road Emmer Green Reading RG4 8TS

CONDITIONS & REASONS

1. The development to which this permission relates must be begun not later than the expiration of five years beginning with the date on which the permission was granted. Reason: to prevent an accumulation of unimplemented planning permissions, and in accordance with Section 91(1) of the Town & Country Planning Act 1990.
2. No development shall take place until samples of the materials to be used in the construction of the external surfaces of this development have been submitted to and approved in writing by the local planning authority. The development shall be carried out in accordance with the approved details. Reason: as no details have been submitted and in the interests of the visual appearance of the building and the area in accordance with Policy HSG5 of the Reading Borough Local Plan (1998).
3. Any windows to a bathroom, shower room or WC in the development hereby permitted shall be glazed with obscure glass and thereafter maintained with obscure glass. Reason: in the interests of privacy in accordance with policies HSG 8 of the Reading Borough Local Plan (1998).
4. No development shall take place until there has been submitted to and approved in writing by the local planning authority a scheme for both hard and soft landscaping. The submitted details shall include any pedestrian and vehicle circulation areas, surfacing materials, structures and ancillary objects (refuse bins, lighting columns etc). For schemes involving soft landscaping the submitted details should include schedules of plants giving the species, plant sizes, proposed numbers/densities and an implementation and maintenance programme. Other details shall include the provision where appropriate of fencing, walling and other means of enclosure and screening, the formation of banks, terraces or other earthworks. Following approval by the local planning authority the hard and soft landscaping works shall be carried out in accordance with the approved details before any of the development is occupied and all planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting season following the occupation of the buildings or the completion of the development, whichever is the sooner. Reason: in the interest of ensuring that the redevelopment of this site enhances the visual local environment in accordance with Policy HSG 5 of the Reading Borough Local Plan (1998).

5. If within a period of three years from the date of the planting of any tree or shrub, or any tree or shrub planted in replacement of it, is removed, uprooted or destroyed or dies or becomes in any other way defective in the opinion of the local planning authority, another tree or shrub of the same species and size of that originally planted shall be planted at the same place, unless the local planning authority gives its written consent to any variation. Reason: to ensure that any trees or shrubs planted as part of the landscaping scheme are replaced in accordance with that scheme in accordance with Policy HSG 5 of the Reading Borough Local Plan (1998).
6. No dwelling/building shall be occupied until vehicle parking space has been provided in accordance with the approved plan. The space shall thereafter be kept available for parking at all times. Reason: To ensure that the development is provided with adequate parking facilities in order to reduce the likelihood of roadside parking which could be a danger to other road users.
7. No development shall take place until there has been submitted to and approved in writing by the local planning authority details of the proposed fence separating the two properties. The fence shall be erected, in accordance with the approved details, before the development is occupied and shall thereafter be maintained as shown on the approved details. Reason: In order to protect the privacy of adjoining and future occupiers and enhance the appearance of the development in accordance with Policy HSG 5 of the Reading Borough Local Plan (1998).

INFORMATIVES

1. Building Regulations application required.
2. A Section 106 Agreement relates to this planning permission.
3. This application has been assessed against HSG5 (Residential Design Standards), HSG 6 (Residential Conversions), HSG9 (Location of Residential Development), CUD14 (Standards of Design in Development), KEY3 (The Role of Development in Improving the Town), TRN1 (A Balanced Transport Strategy), TRN11B (Development and Traffic), and Policies EN1 (Protection and Enhancement of the Environment of Built-Up Areas) of the Berkshire Structure Plan 1991-2006, and H6 (Residential Density and Dwelling Mix) of the Deposit Draft Berkshire Structure Plan 2001 - 2016; together with PPG3 (Housing).and taking into account these and any material considerations, has been found to be acceptable.

Approved by Planning Manager/Team Leader: YES / NO

Signed: _____

Date: _____

Minute	Delegated HPTS
Originator	AEWS
Seal No.	533/14
Checked	CS

EXECUTED as a Deed by the Parties hereunto on the above date

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

SIGNED as a DEED)

by DAVID FREDERICK WILLS)

in the presence of:-)

David Wills

N. Wykes

N. WYKES

1 Prospect Street

Caversham

Reading

SOLICITOR