

DATED

2nd October

2006

AGREEMENT

under

**SECTION 106 TOWN & COUNTRY
PLANNING ACT 1990**

BETWEEN

BRACKNELL FOREST BOROUGH COUNCIL (1)

and

**REDROW HOMES (SOUTHERN) LIMITED and
PERSIMMON HOMES LIMITED (2)**

relating to Variation of Section 106 Agreement
Land at Peacock Farm
Bracknell Berkshire

THIS AGREEMENT is made the 2nd day of October Two Thousand and Six

BETWEEN

- (1) **BRACKNELL FOREST BOROUGH COUNCIL** of Easthampstead House Town Square Bracknell Berkshire RG12 1AQ ("the Council") and
- (2) **REDROW HOMES (SOUTHERN) LIMITED** (Company Registration Number 537405) of Redrow House St Davids Park Ewloe Flintshire CH5 3RX ("the Company") and **PERSIMMON HOMES LIMITED** (Company Registration Number 4108747) of Persimmon House Fulford York YO19 4FE (jointly referred to herein as "the Developer")

RECITALS

- (1) By an Agreement ("the Section 106 Agreement") dated 17th April 2004 between the Council, CABA Trustees Limited ("the Trustee") and the Company made pursuant to Section 106 of the Town and Country Planning Act 1990 ("the Act") the Trustee and the Company entered into certain planning obligations concerning the carrying out of development pursuant to planning application reference number 98/00288/OUT on land at Peacock Farm Bracknell Berkshire shown edged red on Plan 1 annexed to the Section 106 Agreement ("the Land")
- (2) On 24 June 2005 the Trustee sold a significant part of its interest in the Land to the Developer
- (3) The Trustee remains the registered proprietor with Title Absolute of the freehold of that part of the Land registered under title numbers BK98109 and BK76747 none of which land is adjacent to or in the immediate vicinity of the Neighbourhood Centre (referred to at recital 7 below)
- (4) The Developer is now the registered proprietor with Title Absolute of the freehold of that part of the Land registered under title number BK399227 ("the Developer's Land") which includes the Neighbourhood Centre and the residential development land adjacent to it
- (5) The Section 106 Agreement contains provisions relating to the delivery of affordable housing in connection with the proposed development. Amongst those provisions is a definition of "the Affordable Housing Location Criteria" contained in Clause 1.4 of the Section 106 Agreement which sets out minimum requirements for sites on which affordable housing is to be provided
- (6) The definition of the Affordable Housing Location Criteria includes a provision (Clause 1.4.1) that each site for affordable housing must "have a minimum area of 0.3 hectares accommodating a minimum of 10 Dwellings and a maximum area of 1.7 hectares accommodating a maximum of 60 Dwellings"

- (7) The Developer has pursuant to Section 106A of the Act applied to the Council to vary the Section 106 Agreement such that a site for affordable housing within or immediately adjacent to the Neighbourhood Centre (which term is defined by paragraph 1.34 of the Section 106 Agreement) may comprise land of less than 0.3 hectares but in excess of 0.2 hectares
- (8) The Council is agreeable to the proposed variation of the Section 106 Agreement

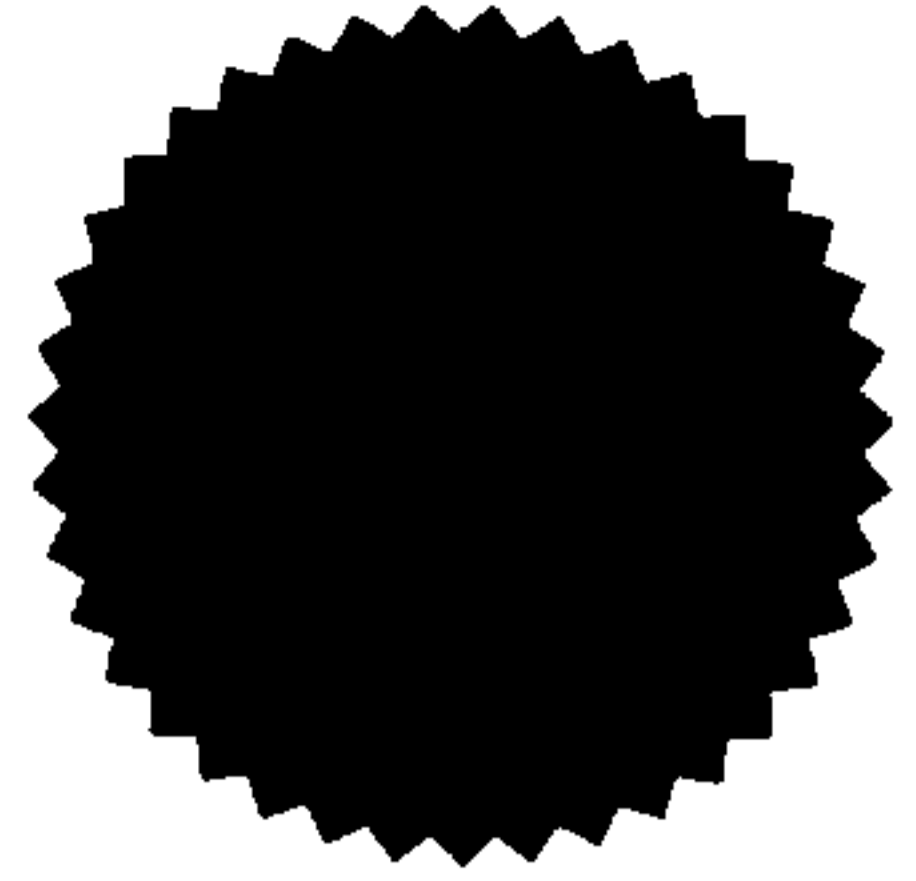
NOW THIS DEED WITNESSETH:-

1. Clause 1.4.1 of the Section 106 Agreement shall in respect of the Developer's Land be amended by inserting the words "save in respect of any site for Affordable Housing within or immediately adjacent to the Neighbourhood Centre having a minimum area of 0.2 hectares accommodating a minimum of 10 Dwellings" at the end of the clause to the intent that Clause 1.4.1 shall read:-

have a minimum area of 0.3 hectares accommodating a minimum of 10 Dwellings and a maximum area of 1.7 hectares accommodating a maximum of 60 Dwellings (save in respect of any site for Affordable Housing within or immediately adjacent to the Neighbourhood Centre which may have a minimum area of 0.2 hectares accommodating a minimum of 10 Dwellings)".
2. The planning obligations set out in the Section 106 Agreement as amended by this Agreement are planning obligations for the purposes of Section 106 of the Act and shall be enforceable by the Council.
3. The Developer covenants to pay to the Council on the date hereof the sum of £350 towards the Council's reasonable legal costs in connection with the preparation and execution of this Agreement
4. It is not intended that a third party should have the right to enforce the provisions of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999
5. The parties hereto make application to the Registrar of Local Land Charges to amend the registration of the Section 106 Agreement to reflect the amendments thereto made by this Agreement

IN WITNESS whereof this Agreement has been executed as a Deed by the Parties hereto the day and year first before written

EXECUTED as a DEED by
affixing the Common Seal of
**BRACKNELL FOREST BOROUGH
COUNCIL** in the presence of:



[Signature]
..... **MAYOR**
[Signature]
..... **BOROUGH SOLICITOR**

SIGNED as a DEED by
**REDROW HOMES (SOUTHERN)
LIMITED** acting by :-

[Signature]
..... **DIRECTOR/AUTHORISED SIGNATORY**
[Signature]
..... **DIRECTOR/SECRETARY/AUTHORISED SIGNATORY**

SIGNED as a DEED by
PERSIMMON HOMES LIMITED
acting by:-

[Signature]
..... **DIRECTOR/AUTHORISED SIGNATORY**
[Signature]
..... **DIRECTOR/SECRETARY/AUTHORISED SIGNATORY**

Corporate Services

Memorandum

3 - OCT 2006



BRACKNELL FOREST BOROUGH COUNCIL

To:	Director of Environment & Leisure F.A.O. Daniel Crawford	Date:	2 nd October 2006
From:	Borough Solicitor – Alex Jack	Ext:	5679
CC:		Ref:	AIJ/PB 01P0004573
Subject:	PEACOCK – DEED OF VARIATION		

I am happy to advise that the Deed of Variation was completed on 2nd October 2006.

I enclose two copies of the completed Deed of Variation.

As no further action is required, I believe that this completes the matter but if you have any queries please do not hesitate to contact me.

Borough Solicitor
Enc.

Dan

Is Recital (1) right - discuss