

DATED

2021

REDROW HOMES LIMITED (1)

and

TRAVERS CORN BARN LTD (2)



Redrow Homes Ltd
Redrow House
St David's Park
Flintshire
CH5 3RX
Ref: NR/SJS/H7(x)
V1 02.08.21

This Agreement is dated

2021

Parties

- (1) **REDROW HOMES LIMITED** (Company Number: 01990710) whose registered office is at Redrow House, St David's Park, Flintshire CH5 3RX (**Redrow**)
- (2) **TRAVERS CORN BARNES LTD** (Company Number: 12731228) whose registered office is 1 Frimley Road, Camberley, GU15 3EN (**Buyer**)

BACKGROUND

- (A) Redrow is the freehold owner of land at Moss End Farm, Moss End, Warfield, Bracknell RG42 6EJ part of which has the benefit of planning permission for the future provision of Suitable Alternative Natural Greenspace.
- (B) The Buyer is seeking planning permission for the development at Land at Travers Farm, Well Road, Crondall, Farnham, Hampshire, GU10 5HJ (**the Buyer's Development**) but in order to facilitate such development the Buyer is required to provide 0.09 hectares of Suitable Alternative Natural Greenspace prior to the occupation of the Buyer's Development (**the Buyer's SANG Mitigation**).
- (C) Redrow has agreed to provide on the Site the Buyer's SANG Mitigation (limited to 0.09 hectares of Suitable Alternative Natural Greenspace) in accordance with the terms of this agreement.
- (D) Redrow has obtained confirmation from the Council that the Buyer's SANG Mitigation will (subject to compliance with the SANG Planning Obligation) be suitable mitigation for the Buyer's Development to enable the future occupation of its dwellings.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this agreement as do the definitions set out in the SANG Planning Obligation (where applicable).

1.1 Definitions.

Applicable Laws: all applicable laws, statutes, regulations and codes from time to time in force.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Buyer's Development: the development at Land at Travers Farm, Well Road, Crondall, Farnham, Hampshire, GU10 5HJ.

Council: Bracknell Forest Borough Council.

Redrow Bank Account: Barclays Bank plc, Flint Branch - Account Number 13239624 - Sort Code 20-25-77.

Price: means the sum of Forty Five Thousand Pounds (£45,000.00) plus VAT payable by the Buyer to Redrow in accordance with the provisions of clause 5 of this agreement.

SANG Planning Obligation: an agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated 11 November 2016 and made between the Council (1) Harrow Estates Plc (2) and Warfield Parish Council (3).

SANG Planning Permission: planning permission granted by the Council dated 11 November 2016 under reference 15/01161/FUL.

Site: means the 12.57 hectare site at Moss End Farm, Bracknell as more particularly defined in the SANG Planning Obligation.

VAT: value added tax chargeable under the Value Added Tax Act 1994.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to **writing** or **written** includes email but not fax.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference of this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.14 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.15 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Commencement and duration

- 2.1 This agreement shall commence on today's date and shall continue, unless terminated earlier in accordance with clause 9.
- 2.2 Redrow shall provide written updates to the Buyer as often as shall be necessary to keep the Buyer fully informed of all developments relevant to this agreement including but not limited to:
- (a) the Works Completion Date (as referred to in clause 4.3 below);
 - (b) confirmation of payment to the Council of the Initial Commuted Sum and SANG Transfer Commuted Sum (together with reasonable evidence of the same); and
 - (c) confirmation of completion of the relevant Site Parcel Transfer.

3. Redrow's initial responsibilities

- 3.1 Redrow warrants that the Site has not less than 0.09 hectares of spare capacity for use as the Buyer's SANG Mitigation and acknowledges that the purpose of this agreement is to provide the Buyer's SANG Mitigation on the Site.

3.2 Redrow shall on today's date provide to the Buyer a letter in the form of the letter set out at Schedule 1 of this agreement.

4. The SANG Upgrade Works

4.1 Following the Works Completion Date in respect of the First SANG Enhancement Works Redrow shall as soon as reasonably practicable (if they haven't already done so) commence and diligently proceed with the SANG Upgrade Works in order to provide the Buyer's SANG Mitigation (**the Relevant SANG Upgrade Works**) in accordance with the Final SANG Management Plan and the terms of the SANG Planning Obligation.

4.2 Redrow shall procure the completion of the Relevant SANG Upgrade Works as soon as reasonably practicable but in any event on or before 30 September 2021 subject only to clause 11 of this agreement and following completion of such works shall give written notice of such completion to the Buyer as soon as reasonably practicable but in any event within ten (10) Business Days following completion of such works.

4.3 As soon as reasonably practicable following completion of the Relevant SANG Upgrade Works in accordance with the Final SANG Management Plan (and subject to the Buyer first complying with the provisions of clause 5.4) Redrow shall submit a Works Completion Notice to the Council confirming that such works have been completed in accordance with the Final SANG Management Plan and thereafter shall do all things necessary pursuant to the SANG Planning Obligation to achieve a Works Completion Date in respect of such works. Redrow shall provide the Buyer with a copy of of such notice within five (5) Business Days of the Buyer complying with the provisions of clause 5.4.

4.4 Upon the occurrence of the Works Completion Date in relation to the SANG Upgrade Works referred to in clause 4.3 above and following agreement or determination of the relevant Site Parcel Transfer Redrow shall legally transfer the relevant Site Parcel to the Council and on or before such date shall pay to the Council the SANG Transfer Commuted Sum in accordance with the terms of the SANG Planning Obligation.

5. Buyer's obligations

5.1 The Buyer shall co-operate with Redrow in all matters relating to the SANG Planning Obligation and in consideration of the obligations on Redrow pursuant to this agreement the Buyer shall pay the Price to Redrow in accordance with the terms of this clause 5.

5.2 If Redrow's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Buyer, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, Redrow shall be allowed an extension of time to perform its obligations equal to the delay caused by the Buyer.

- 5.3 In consideration of the provision of the First SANG Enhancement Works already undertaken by Redrow, the Buyer shall pay Twenty Two Thousand & Five Hundred Pounds (£22,500.00) plus VAT to Redrow no later than the date of this agreement.
- 5.4 In consideration of the provision of the Relevant SANG Upgrade Works by Redrow, the Buyer shall pay the balance of the Price in the sum of Twenty Two Thousand & Five Hundred Pounds (£22,500.00) plus VAT to Redrow within five (5) Business Days of receiving written notice from Redrow in accordance with clause 4.2 above.
- 5.5 All payments by the Buyer pursuant to this agreement shall be made in cleared funds to the Redrow Bank Account.
- 5.6 Redrow shall provide the Buyer with a valid VAT invoice for each of the payments referred to in this clause 5 when such monies are paid to Redrow.
- 5.7 Without prejudice to any other right or remedy that it may have, if the Buyer fails to pay Redrow any sum due under this agreement on the due date:
- (a) the Buyer shall pay interest on the overdue amount at the rate of 7% per annum above Barclays Bank base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Buyer shall pay the interest together with the overdue amount; and
 - (b) Redrow may suspend all or part of its obligations under this agreement until the relevant payment has been made in full.
- 5.8 All sums payable to Redrow under this agreement:
- (a) are exclusive of VAT, and the Buyer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
 - (b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. Compliance with laws and further obligations on Redrow

- 6.1 In performing its obligations under this agreement, Redrow shall comply with all Applicable Laws.
- 6.2 Redrow shall use its reasonable endeavours to procure that all obligations under this agreement are carried out:
- (a) diligently, in a good and workmanlike manner and in accordance with good building practice;
 - (b) using only good quality materials;

- (c) in accordance with this agreement, the SANG Planning Obligation and the SANG Planning Permission;
- (d) in accordance with all statutory or other legal requirements and the recommendations or requirements of the local authority or statutory undertakings;
- (e) in compliance with all relevant British Standards, codes of practices and good building practice; and
- (f) by selecting and using materials so as to avoid hazards to the health and safety of any person.

7. Confidentiality

- 7.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 7.2.
- 7.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 7; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 7.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

8. Limitation of liability

- 8.1 Nothing in this agreement shall limit or exclude Redrow's liability for:
- (a) death or personal injury caused by its negligence; or
 - (b) fraud or fraudulent misrepresentation.
- 8.2 Subject to clause 8.1, Redrow shall not be liable to the Buyer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:
- (a) loss of profits;

- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of or damage to goodwill;
- (f) loss of use or corruption of software, data or information; and
- (g) any indirect or consequential loss.

9.3 Nothing in this agreement will require Redrow to provide more than 0.17 hectares of Suitable Alternative Natural Greenspace mitigation in connection with the Buyer's Development.

9. Termination

9.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a reasonable period (taking into account the nature of the breach) after being notified in writing to do so;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);

- (f) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (g) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- (h) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within ten (10) Business Days;
- (i) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.1(b) to clause 9.1(h) (inclusive); or
- (j) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

9.2 If the Works Completion Date has not occurred by the third anniversary of the date of this agreement the Buyer shall be entitled to terminate this agreement by serving twenty (20) Business Days' notice on Redrow and if on expiry of such notice the Works Completion Date has still not occurred this agreement will immediately terminate and Redrow will repay to the Buyer all sums paid to it by the Buyer without interest.

9.3 Without affecting any other right or remedy available to it, Redrow may terminate this agreement with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than ten (10) Business Days after being notified in writing to make such payment.

10. Consequences of termination

10.1 On termination of this agreement where the Buyer is in default the Buyer shall immediately pay to Redrow all of Redrow's outstanding unpaid invoices and interest and, in respect of the services supplied but for which no invoice has been submitted, Redrow may submit an invoice, which shall be payable immediately on receipt.

10.2 On termination of this agreement where Redrow is in default Redrow shall immediately refund to the Buyer all sums paid by the Buyer under this agreement.

10.3 Notwithstanding the termination of this agreement the following clauses shall continue in force: clause 1 (Interpretation), clause 7 (Confidentiality), clause 8 (Limitation of liability), clause 10 (Consequences of termination), clause 14 (Waiver), clause 16 (Severance),

clause 18 (Conflict), clause 23 (Multi-tiered dispute resolution procedure), clause 24 (Governing law) and clause 25 (Jurisdiction).

10.4 Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

11. **Force majeure**

11.1 **Force Majeure Event** means any circumstance not within Redrow's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) seasonal constraints;
- (c) epidemic or pandemic;
- (d) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (e) nuclear, chemical or biological contamination or sonic boom;
- (f) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (g) collapse of buildings, fire, explosion or accident;
- (h) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);
- (i) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and
- (j) interruption or failure of utility service.

11.2 Provided that Redrow has complied with clause 11.3, if Redrow is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event, Redrow shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

11.3 Redrow shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than five (5) Business Days from its start, notify the Buyer in writing of

the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and

- (b) use its reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

12. **Assignment and other dealings**

- 12.1 This agreement is personal to the Buyer and the Buyer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.
- 12.2 Redrow may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this agreement, provided that Redrow gives prior written notice of such dealing to the Buyer.
- 12.3 Redrow shall not transfer or otherwise lease that part of the Site registered under Title Number BK196876 or any part of it unless (in each case) prior to completion of such disposal the disponent shall execute and deliver to the Buyer a deed of covenant so as to ensure that the said third party is bound by the obligations on the part of Redrow contained in this agreement to the extent that such obligations relate to that part of the Site being disposed of and remain to be performed.
- 12.4 The provisions of clause 12.3 shall not apply to a transfer to the Council pursuant to the SANG Planning Obligation and the Buyer hereby consents to such transfer or transfers, including the removal of the restriction referred to in clause 12.5 below without further recourse to the Buyer.
- 12.5 The parties hereby agree to apply to the Land Registry for a restriction on the Proprietorship Register of that part of the Site registered under Title Number BK196876 as follows:

“No transfer or lease of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer certifying that the provisions of clause 12.3 of an agreement dated [] 2021 made between Redrow Homes Limited (1) and Travers Corn Barns Ltd (2) have been complied with or that they do not apply to the disposition”

13. **Variation**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14. **Waiver**

14.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

14.2 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

15. **Rights and remedies**

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

16. **Severance**

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

17. **Entire agreement**

17.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

17.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

18. **Conflict**

If there is an inconsistency between any of the provisions of this agreement and the provisions of the Schedules, the provisions of this agreement shall prevail.

19. **No partnership or agency**

19.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

19.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

20. **Third party rights**

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

21. **Notices**

21.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b) sent by email to:-

in the case of Redrow to both neil.robinson@redrow.co.uk and info@harrowestates.co.uk; and

in the case of the Buyer to both shane@kandsconstruction.co.uk and deglan.rowe@dbande.co.uk

Any notice shall be deemed to have been received:

(c) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

(d) if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

(e) if sent by email, at 9.00 am on the next Business Day after transmission.

21.2 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22. Counterparts

- 22.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 22.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the other with the original of such counterpart as soon as reasonably possible thereafter.
- 22.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

23. Multi-tiered dispute resolution procedure

- 23.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**) then the parties shall follow the procedure set out in this clause:
- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, a Director of the Buyer and the Legal Director of Redrow shall attempt in good faith to resolve the Dispute;
 - (b) if the Director of the Buyer and the Legal Director of Redrow are for any reason unable to resolve the Dispute within twenty (15) Business Days of service of the Dispute Notice, the Dispute shall be referred to a second Director of the Buyer and the Managing Director of Redrow who shall attempt in good faith to resolve it; and
 - (c) if the Managing Director of the Buyer and the Managing Director of Redrow are for any reason unable to resolve the Dispute within twenty (15) Business Days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than twenty (15) Business Days after the date of the ADR notice.

23.2 No party may commence any court proceedings under clause 26 in relation to the whole or part of the Dispute until thirty-five (35) Business Days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.

24. **Governing law**

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

25. **Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 Draft letter from Redrow to the Buyer

**[TO BE PREPARED ON THE LETTERHEAD OF REDROW HOMES LIMITED AND
ADDRESSED TO THE BUYER]**

Dear Sirs

**Land at “Frost Folly”, Moss End Farm, Moss End, Warfield, Bracknell RG42 6EJ
edged red on the attached plan (the “SANG Site”)
Section 106 Agreement dated 11 November 2016 made between Bracknell Forest
Borough Council (the “Council”) (1) Harrow Estates plc (2) and Warfield Parish
Council (3)**

We write further to a contract dated [] 2021 made between Travers Corn Barns Ltd (the “**Buyer**”) and Redrow in connection with the provision by Redrow of 0.09 hectares of Suitable Alternative Natural Greenspace at the SANG Site (the “**Buyer’s Mitigation**”).

We can confirm the following:

1. The allocation of the Buyer’s Mitigation relates to the Buyer’s Development at Land at Travers Farm, Well Road, Crondall, Farnham, Hampshire, GU10 5HJ (the Buyer’s Development)
2. There is currently [0.49] hectares of excess SANG capacity at the SANG Site, which equates to an excess capacity in dwelling numbers of [27]. The Buyer’s Development is for 9 dwellings reducing the excess capacity in dwelling numbers to [18].
3. Bracknell Forest Council has by an email dated [18th August] 2021 timed at [09:00] hours confirmed that there is capacity available at the SANG Site to utilise as the Buyer’s Mitigation and that the Buyer’s Development located at Land at Travers Farm, Well Road, Crondall, Farnham, Hampshire, GU10 5HJ is located in the catchment area of the SANG Site given it is for less than 10 dwellings.

If the Council should require any further information in relation to the provision of the Buyer's Mitigation at the SANG Site, they should not hesitate to contact the writer.

Yours faithfully

**For and on behalf of
Redrow Homes Limited**

CC : Simon Cridland – Bracknell Forest Council

Signature

Signed by []
for and on behalf of Redrow
Homes Limited

.....
Director/Company Secretary

Signed by []
for and on behalf of Travers
Corns Barns Limited

.....
Director