

DATED

17TH OCTOBER

2019

East Devon District Council (1)

and

Taylor Wimpey Developments Limited (2)

and

Hallam Land Management Limited (3)

and

Persimmon Homes Limited (4)

AFFORDABLE BY DESIGN DWELLINGS DEED OF VARIATION

to an Agreement made under Section 106 of the Town and Country Planning Act 1990 dated 29 October 2010 (and as subsequently amended) made between East Devon District Council (1) Devon County Council (2) Taylor Wimpey Developments Limited (3) and Hallam Land Management Limited (4) Persimmon Homes (South West) Limited (5) Redrow Homes Limited (6) the Owners (7) and the Chargees (8) relating to land north of Rockbeare Devon (Cranbrook)

This Deed is made the

17th

day of October

2019

Between:

- (1) **EAST DEVON DISTRICT COUNCIL** of Blackdown House, Border Road, Heathpark Industrial Estate, Honiton, EX14 1EJ ("EDDC")
- (2) **TAYLOR WIMPEY DEVELOPMENTS LIMITED** whose registered office is at 80 New Bond Street London W1S 1SB ("Taylor Wimpey")
- (3) **HALLAM LAND MANAGEMENT LIMITED** whose registered office is at Banner Cross Hall Sheffield S11 9PD ("Hallam")
- (4) **PERSIMMON HOMES LIMITED** whose registered office is at Persimmon House Fulford York YO1 4RE ("Persimmon")

Background

This Deed is supplemental to an agreement dated 29 October 2010 made under section 106 of the Act section 111 of the Local Government Act 1972 and section 2 of the Local Government Act 2000 and the Highways Act 1980 between East Devon District Council (1) Devon County Council (2) Taylor Wimpey Developments Limited (3) and Hallam Land Management Limited (4) Persimmon Homes (South West) Limited (5) Redrow Homes Limited (6) the Owners (7) and the Chargees (8) relating to land north of Rockbeare, Devon (Cranbrook)

Introduction

The terms and expressions defined in the Principal Agreement shall unless defined in this Deed of Variation or the context otherwise requires have the same meaning when used in this Deed of Variation

- (A) EDDC is the Local Planning Authority for the purposes of the Act for the district within which the Land is situated
- (B) This Deed is to vary the Principal Agreement (as herein defined) in respect of the Land
- (C) This Deed is made in accordance with section 106A of the Act section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011
- (D) The New Community Partners ("NCP") now comprise of Taylor Wimpey Hallam and Persimmon following Redrow Homes Limited having no further interest in the Land
- (E) The NCP have acquired a freehold of all the Land subject to this Deed of Variation
- (F) NCP have agreed with EDDC that certain provisions in the Principal Agreement shall be varied in accordance with the provisions of this Deed in respect of:

- Affordable by Design Housing Units

which are covered in the Schedule 1 to the Principal Agreement

- (G) The parties hereto have agreed to enter into this Deed to vary the terms of the Principal Agreement in respect of the Land

1 OPERATIVE PROVISIONS

- 1.1 In pursuance of sections 106A of the Act section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and all other enabling provisions powers it is **HEREBY AGREED AND DECLARED** by and between the parties as follows:
- 1.2 This Deed of Variation shall become effective upon the date of completion hereof
- 1.3 Save as varied by this Deed of Variation the Principal Agreement shall remain in full force and effect
- 1.4 This Deed of Variation is entered into under Section 106 and 106(A)(1)(a) of the Act and creates planning obligations for the purposes of the Act and is enforceable by the EDDC as local planning authority

2 INTERPRETATION

In this Deed of Variation the following definitions shall apply:

- 2.1 "the Principal Agreement" means the agreement dated 29 October 2010 made under section 106 of the Act between East Devon District Council (1) Devon County Council (2) Taylor Wimpey Developments Limited (3) and Hallam Land Management Limited (4) Persimmon Homes (South West) Limited (5) Redrow Homes Limited (6) the Owners (7) and the Chargees (8) relating to land north of Rockbeare Devon (Cranbrook) as varied by:
- (a) A deed of variation dated 26 November 2013 made between East Devon District Council (1) Devon County Council (2) Taylor Wimpey Developments Limited (3) Hallam Land Management Limited (4) Persimmon Homes (South West) Limited (5) Bovis Homes Limited (6) Sovereign Living Limited (7) and Westco Properties Limited (8)
- (b) A deed of variation dated 26 November 2013 made between East Devon District Council (1) Devon County Council (2) Taylor Wimpey Developments Limited (3) Hallam Land Management Limited (4) Persimmon Homes Limited (5) Bovis Homes Limited (6) Sovereign Living Limited (7) and Westco Properties Limited (8)
- (c) A deed of variation dated 24 November 2014 made between East Devon District Council (1) Devon County Council (2) Taylor Wimpey Developments Limited (3) Hallam Land Management Limited (4) Persimmon Homes Limited (5) Bovis Homes Limited (6) Sovereign Living Limited (7) Westco Properties Limited (8) and Devon and Cornwall Housing Limited (9)

- (d) A deed of variation dated 13 May 2016 made between East Devon District Council (1), Devon County Council (2) Taylor Wimpey Developments Limited (3) Hallam Land Management Limited (4) Persimmon Homes Limited (5) Bovis Homes Limited (6) Sovereign Living Limited (7) Westco Properties Limited (8) and Devon and Cornwall Housing Limited (9)
 - (e) A deed of variation dated 8 December 2016 made between Devon County Council (1) Taylor Wimpey Developments Limited (2) Hallam Land Management Limited (3) Persimmon Homes Limited (4)
 - (f) A deed of variation dated 18 May 2018 made between East Devon District Council (1) Devon County Council (2) Taylor Wimpey Developments Limited (3) Hallam Land Management Limited (4) Persimmon Homes Limited (5)
 - (g) A deed of variation dated 16 November 2018 made between East Devon District Council (1) Taylor Wimpey Developments Limited (2) Hallam Land Management Limited (3) Persimmon Homes Limited (4)
- 2.2 The interpretation and expressions defined in the Principal Agreement shall unless the context otherwise requires have the same meaning when used in this Deed
- 2.3 The Definitions and clauses of the Principal Agreement shall be incorporated into this Deed as if the same was set out herein in full
- 2.4 References to clauses paragraphs schedules and appendices are references to the Principal Deed unless the contrary intention is shown


3 ENFORCEMENT

No third party other than successors in title to the Owners and any person or body succeeding to any of the statutory functions of EDDC shall have any right to enforce the terms of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise a right of veto over any future or further variation to the Principal Agreement

4 VARIATION PROVISIONS

- 4.1 From the date of this Agreement the terms of the Principal Agreement shall be amended as follows:
- 4.2 The following definitions shall be added to the Principal Agreement

| | |
|---|---|
| "Consented Affordable By Design Housing Units" | Means those Affordable By Design Housing Units that have been granted reserved matters consent or have been identified in applications for reserved matters consent but have not as of 17 th October 2019 been built and |
|---|---|

| | |
|------------------|---|
| | occupied by the First Occupier as shown on Plan 29 |
| "Plan 29" | <p>Means the drawing numbers</p> <p>2017-CB-175-P1</p> <p>2017-CB-176-P1</p> <p>2019-CRAN – 124⁵ C2 </p> <p>1285-P102-1 Rev T and</p> <p>1285-P102-2 Rev Q</p> <p>showing the Dwellings that have been identified as Affordable By Design Housing Units but which are not to be provided as such</p> |

4.3 In Clause 14.3 the words 'Knowle, Sidmouth, Devon, EX10 8HL' shall be replaced with 'Blackdown House, Border Road, Heathpark Industrial Estate, Honiton, EX14 1EJ'

4.4 Paragraph 1.31 of Schedule 1 to the Principal Agreement (requirement for Affordable by Design Housing Units) shall be deleted and replaced with the following:

"1.31 As of ~~17th October~~ 2019 there shall be no requirement to provide any further Affordable by Design Housing Units on the Land and this shall include the Consented Affordable By Design Housing Units which (notwithstanding any previous agreement shall also not be required to be provided as Affordable By Design Housing Units) but for the avoidance of any doubt the Affordable By Design Housing Units already provided and or identified but which are not Consented Affordable by Design Housing Units (if any) shall continue to be bound by the terms of paragraphs 1.32 to 1.39"

4.5 Plan 29 shall be attached to the Principal Agreement in the form labelled as such and attached as part of Appendix 1 to this Deed

5 FEES

Upon completion of this Deed of Variation the NCP shall pay to and EDDC their legal costs in preparing amending and completing this Deed of Variation

6 COUNTERPARTS

This Deed of Variation 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

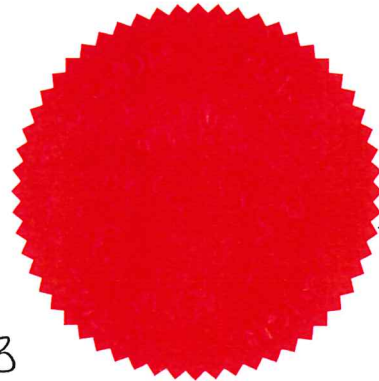
IN WITNESS whereof this Deed of Variation was executed and delivered as a deed on the day and year first above written

EAST DEVON DISTRICT COUNCIL was hereunto)
affixed in execution as a deed)
in the presence of:



ANITA WILLIAMS
PRINCIPAL SOLICITOR

19993



EXECUTED as a **DEED** by)
TAYLOR WIMPEY DEVELOPMENTS)
LIMITED acting by its attorneys)

.....
Name of First Attorney

.....
Name of Second Attorney

in the presence of:

EXECUTED as a **DEED** by)
HALLAM LAND MANAGEMENT)
LIMITED acting by two directors or a)
director and the Secretary)

Director

Director/Secretary

EXECUTED as a **DEED** by)
PERSIMMON HOMES)
LIMITED acting by its attorneys)

.....
[Name of First Attorney]

.....
[Name of Second Attorney]

in the presence of:

Witness signature

Name:.....

Address:.....

Occupation:

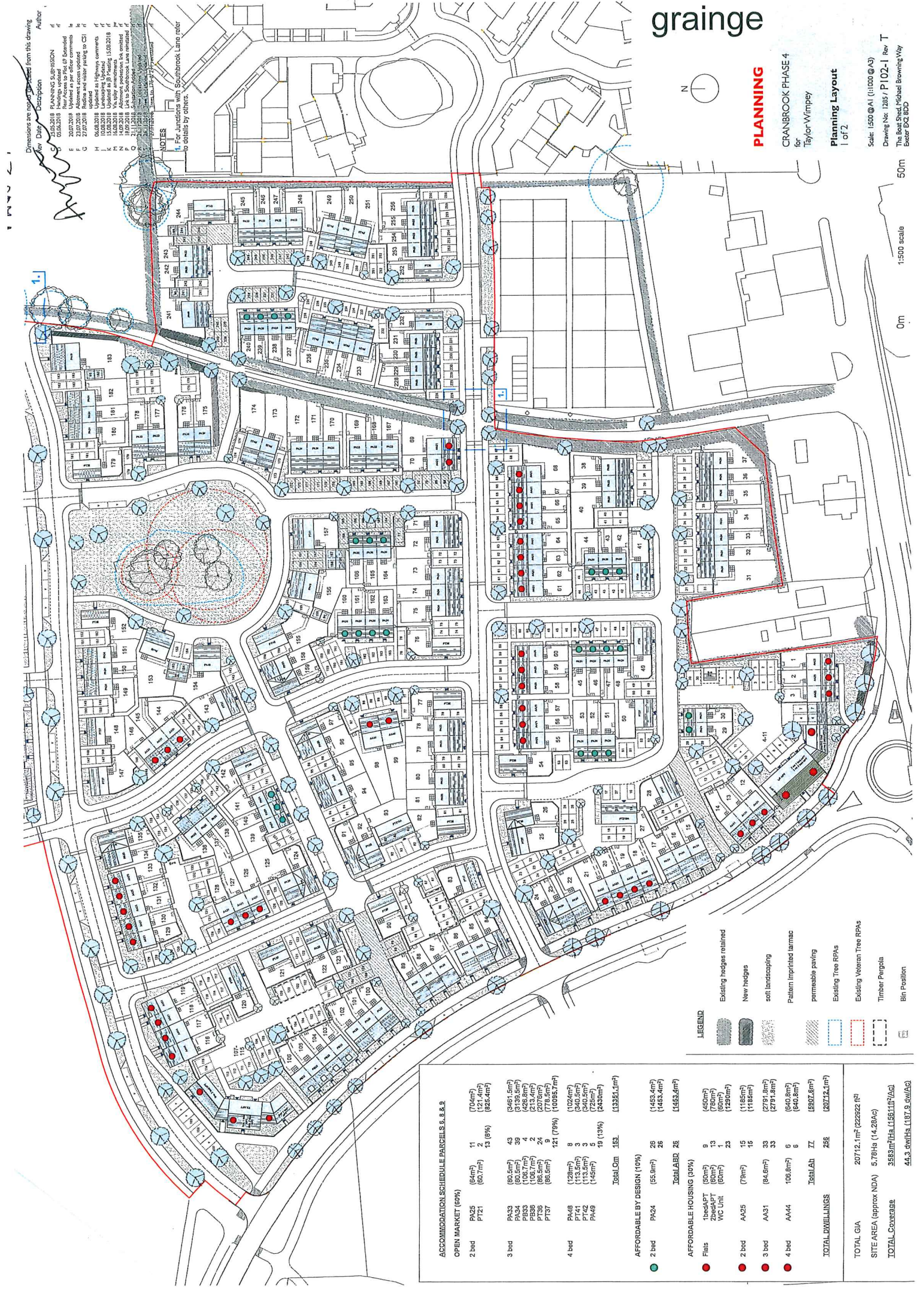
APPENDIX 1

PLANS

Plan 29

Dimensions are taken from this drawing

| Key | Date | Description | Author |
|-----|------------|-----------------------------------|--------|
| A | 05.03.2018 | PLANNING SUPERVISION | if |
| B | 05.03.2018 | Headings updated | if |
| C | 05.03.2018 | Use of Access to Plot 49 Standard | if |
| D | 05.03.2018 | Use of Access to Plot 49 Standard | if |
| E | 23.07.2018 | Alignment access updated | if |
| F | 23.07.2018 | Refine and visitor parking to CSI | if |
| G | 06.03.2018 | Updated as highways comments | if |
| H | 06.03.2018 | Updated as highways comments | if |
| I | 06.03.2018 | Updated as highways comments | if |
| J | 06.03.2018 | Updated as highways comments | if |
| K | 06.03.2018 | Updated as highways comments | if |
| L | 06.03.2018 | Updated as highways comments | if |
| M | 06.03.2018 | Updated as highways comments | if |
| N | 06.03.2018 | Updated as highways comments | if |
| O | 06.03.2018 | Updated as highways comments | if |
| P | 06.03.2018 | Updated as highways comments | if |
| Q | 06.03.2018 | Updated as highways comments | if |
| R | 06.03.2018 | Updated as highways comments | if |
| S | 06.03.2018 | Updated as highways comments | if |
| T | 06.03.2018 | Updated as highways comments | if |
| U | 06.03.2018 | Updated as highways comments | if |
| V | 06.03.2018 | Updated as highways comments | if |
| W | 06.03.2018 | Updated as highways comments | if |
| X | 06.03.2018 | Updated as highways comments | if |
| Y | 06.03.2018 | Updated as highways comments | if |
| Z | 06.03.2018 | Updated as highways comments | if |



grainge

PLANNING

CRANBROOK PHASE 4
for
Taylor Wimpey

Planning Layout
1 of 2

Scale: 1:500 @ A1 (1:1000 @ A3)
Drawing No: 1285 / P102-1 Rev T
The Best Start Michael Browning Way
Easter BQ 8DD

| ACCOMMODATION SCHEDULE PARCELS 6, 8 & 9 | | | | |
|---|-----------------|--|--------------------------|--|
| OPEN MARKET (60%) | | | | |
| 2 bed | PA25 | 11 | (704m ²) | |
| | PT21 | 13 (8%) | (824.4m ²) | |
| 3 bed | PA33 | 43 | (346.5m ²) | |
| | PA34 | 39 | (319.5m ²) | |
| | PA35 | 4 | (428.8m ²) | |
| | PA36 | 2 | (213.4m ²) | |
| | PT30 | 2 | (207.9m ²) | |
| | PT37 | 121 (79%) | (10095.7m ²) | |
| 4 bed | PA48 | 8 | (1024m ²) | |
| | PT41 | 3 | (340.5m ²) | |
| | PT42 | 5 | (725m ²) | |
| | PA49 | 19 (13%) | (2450m ²) | |
| | Total Om | 151 | (13351.4m ²) | |
| AFFORDABLE BY DESIGN (10%) | | | | |
| 2 bed | PA24 | 25 | (1453.4m ²) | |
| | | 28 | (1453.4m ²) | |
| | Total LABD | 28 | (1453.4m ²) | |
| AFFORDABLE HOUSING (30%) | | | | |
| Flats | 1bedAPT | 9 | (450m ²) | |
| | 2bedAPT | 13 | (780m ²) | |
| | WC Unit | 23 | (1230m ²) | |
| 2 bed | AA25 | 15 | (1185m ²) | |
| 3 bed | AA31 | 33 | (2751.8m ²) | |
| 4 bed | AA44 | 6 | (640.8m ²) | |
| | Total AH | 71 | (5907.6m ²) | |
| | Total DWELLINGS | 255 | (20212.1m ²) | |
| TOTAL GIA | | 20712.1m ² (223222 f ²) | | |
| SITE AREA (approx NDA) | | 5.78Ha (14.28Ac) | | |
| TOTAL Coverage | | 3583m ² Ha (115611f ² /Ac) | | |
| | | 44.3.9WHa (187.9.4dw/Ac) | | |



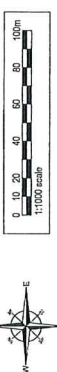
Handwritten signature

Affordable Distribution

Shared Ownership

Rent

ABD (affordable by design)



Cranbrook Phase 4 (Galileo phase 6) (Scale 1:1000 @ A2)

NOTES:

No dimensions to be scaled off this drawing. The contractor is responsible for selling out and checking all dimensions and levels prior to commencing the works on site.

All discrepancies on or between drawings and specifications are to be reported immediately to Persimmon Homes South West Ltd.

This drawing is Copyright © Persimmon Homes (South West) Ltd DATE 2019
 All rights described in Chapter IV of the Copyright, Designs & Patent Act 1988 have been generally asserted.

This drawing is based upon a digital topographical survey carried out by others.
 None of the features shown on this drawing delineate legal boundaries.

Persimmon Homes Ltd take no responsibility whatsoever for the accuracy of the Survey data.

C2 P04.04 changed to a Leicestershire and Rutland SAs
 housing changed to A2, revised due to back
 to back condition issues.

C1 Construction Issues

Rev

13.05.19 NJS

22.06.19 NJS

Date Issue

PERSIMMON
 Together, we make a home

Project:
 Cranbrook Phase 4 (Galileo Phase 6)
 Drawing Title:
 Affordable Distribution Plan

Drawn:
 15.09.2019
 15.09.2019
 2019-09-19

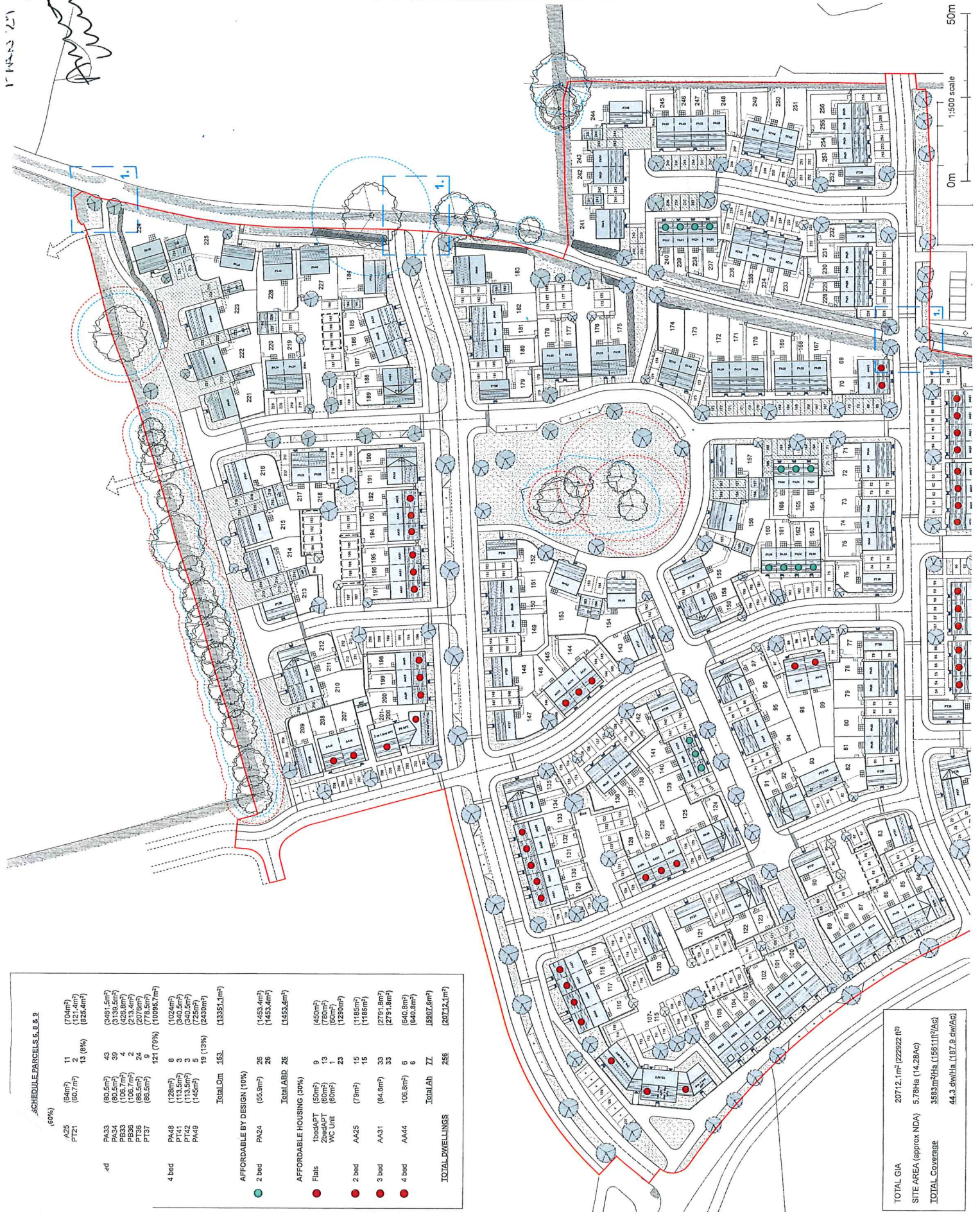
Checked:
 BS
 15.09.2019
 15.09.2019

Approved:
 BS
 15.09.2019
 15.09.2019

Persimmon Homes South West Ltd
 Station Training Estate
 Station Road
 Exeter EX2 7LD
 Tel: 01392 529241
 Fax: 01392 430105
 www.persimmonhomes.com

Dimensions are not to be scaled from this drawing

| Rev | Date | Description | Author |
|-----|------------|---------------------------------|--------|
| C | 23/03/2018 | PLANNING SUBMISSION | rf |
| D | 05/04/2018 | Planning meeting at 09 Extended | la |
| E | 20/07/2018 | Updated at per officer comments | la |
| F | 23/07/2018 | Abandon access updated | la |
| G | 27/07/2018 | Access and water parking to C21 | la |
| H | 06/08/2018 | Updated as highway comments | rf |
| K | 15/08/2018 | Updated as B Peering 15/08/2018 | rf |
| L | 26/11/2018 | Worship amended | rf |
| M | 26/11/2018 | Tree Locations Updated | rf |
| N | 26/11/2018 | Tree Locations Updated | rf |
| P | 27/11/2018 | Tree to 175 & 241 removed | rf |



grainge architects

PLANNING

CRANBROOK PHASE 4
for
Taylor Wimpey

Planning Layout
2 of 2

Scale: 1:500 @ A1 (1:1000 @ A3)
Drawing No: 126 / P102-2 Rev Q
The Boat Shed, Michael Browning Way
Ester DC B20 8DD
01972 438051 mail@grainge.co.uk

NOTES
1. For Junctions with Southbrook Lane refer to details by others.

LEGEND

| | |
|--|-----------------------------|
| | Existing hedges retained |
| | New hedges |
| | Soft landscaping |
| | Pattern imprinted tarmac |
| | Permeable paving |
| | Existing tree RPA's |
| | Existing Veteran Tree RPA's |
| | Timber Pergola |
| | Bin Position |

SCHEDULE PARCELS 6, 8 & 9

60%

| | | | |
|------|---------------------|----|---------------------|
| A25 | 64m ² | 11 | 724m ² |
| PT21 | 121.4m ² | 13 | 826.4m ² |
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TOTAL GIA
20712.1m² (222322 ft²)

SITE AREA (approx NDA)
5.78Ha (14.28Ac)

TOTAL COVERAGE
3593.2m²Ha (15811 ft²Ac)
44.3 dw/ha (187.8 dw/ac)

5725-1

NOTES

No dimensions to be copied off this drawing. The contractor is responsible for such work and checking all dimensions and levels prior to construction. The work is to be as shown on this drawing. Between drainage and specifications are to be specified immediately to Permanent Homes South Trust Ltd.

This drawing is Copyright © Permanent Homes (South Trust) Ltd. All rights reserved in Chapter IV of the Copyright, Design & Patents Act 1988 have been fully exercised.

This drawing has been prepared for the purposes only of obtaining the approval of the Agency for new development at Cranston, East Devon New Community, Devon for Permanent Homes South Trust Ltd. This drawing is to be read in conjunction with all other drawings submitted to the local planning authority in support of the relevant planning application.

This document is to be used for no other purpose whatsoever.

In cases in which the user is not a member of the organization, the user must be a member of the organization in order to be able to use the system.

For more information, see the user manual.

 Affordable by Design (7 no)



17.05.2018 14:44



www.perolminenhomes.com