

S106A / 018 / BRCL

07/244/fv

DATED

3 December

2010

**Agreement relating to Multi-Purpose Building on land west of Rockbeare
Stream, Devon**

Section 106 of the Town and Country Planning Act 1990

East Devon District Council (1)

and

Taylor Wimpey Developments Limited (2)

and

Hallam Land Management Limited (3)

CERTIFIED A TRUE AND COMPLETE
COPY OF THE ORIGINAL

DATE: 1 June 2011

SOLICITOR'S REFERENCE: AM16/307621
BURGES SALMON LLP

One Glass Wharf, Bristol BS2 0ZX
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THIS AGREEMENT is made the *3rd* day of *December* 2010

BETWEEN:

PARTIES:

- (1) **EAST DEVON DISTRICT COUNCIL** of Knowle Sidmouth Devon EX10 8HL ("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")

NOW THIS DEED WITNESSES AS FOLLOWS:

1 RECITALS

- 1.1 Taylor Wimpey and Hallam (who together are "the Owners") are proprietors of the Land which is free from encumbrances other than those disclosed to EDDC prior to the date of this Agreement and which is registered at HM Land Registry under title number DN351615
- 1.2 EDDC is the Local Planning Authority for the purposes of the Act for the district within which the Land is situate
- 1.3 By the Application the NCP (of which the Owners form part) have applied to EDDC for the Planning Permission
- 1.4 The NCP were granted the Cranbrook Permission on 29 October 2010
- 1.5 The Development is required solely in connection with the Cranbrook Development and may be required to be constructed in advance of other development permitted by the Cranbrook Permission in order for grant funding to be secured from the New Growth Point Fund

- 1.6 It is agreed between the parties hereto that if the Cranbrook Development does not proceed then the Development is unacceptable as it would result in development in the open countryside contrary to adopted Local Plan Policy
- 1.7 The parties to this Agreement have agreed to enter into it for the purpose of facilitating and regulating the Development and use of the Land
- 1.8 This Agreement is entered into solely to allow the Development to be built in advance of any other development at Cranbrook (save for the Main Local Route which is subject to a section 106 Agreement dated 10 November 2010) but does not have the effect of excluding the Multi-Purpose Building from the Cranbrook Permission following the Commencement of the Cranbrook Development. Therefore all the obligations within the Cranbrook Section 106 Agreement and all the conditions to which the Cranbrook Permission is subject apply equally to the Development except to the extent that Commencement of the Development would be taken to constitute Commencement of the Cranbrook Development and for the avoidance of doubt the Commencement of the Development shall not by itself trigger any of the obligations contained in the Cranbrook Section 106 Agreement unless expressly stated otherwise in this Agreement.

2 INTERPRETATION

- 2.1 Words denoting the singular only shall include the plural and vice versa Where the Owners are not a body corporate then unless a context requires otherwise neuter words shall include the masculine or feminine gender (as the case may be)
- 2.2 Words denoting one gender shall include all genders and words denoting persons shall include firms and corporations and vice versa
- 2.3 References to any party in this Agreement shall include that party's successors in title and assigns
- 2.4 Every covenant in this Agreement not to do a particular thing shall be deemed to include a covenant not to authorise or permit that thing to be done by another person
- 2.5 References to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended extended re-enacted or consolidated and all statutory instruments or orders made pursuant to it.
- 2.6 Unless the context otherwise requires references to any clause sub-clause schedule appendix drawing or plan (or any part of

them) is to a clause sub-clause schedule appendix drawing or plan (or any part of them) to this Agreement

- 2.7 The headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement

3 DEFINITIONS

"the Act"	means the Town and Country Planning Act 1990 as amended
"Appendices"	means the appendices to this Agreement and "Appendix" shall mean any one of them
"BREEAM Certificate"	means a certificate produced by a BRE licensed assessor certifying the BREEAM standard of the Multi-Purpose Building
"BREEAM Standards"	means BRE Environmental Assessment Standards produced by the Building Research Establishment and current at the date of the Planning Permission applicable to the Multi-Purpose Building or in the event of there being no BREEAM standard for the Multi-Purpose Building a bespoke BREEAM standard or recent equivalent standard will be developed and agreed with EDDC prior to construction
"BREEAM Standard Excellent"	means the relevant term as set out within BREEAM standards
"Biomass Boilers"	means boilers for water and space heating that are fuelled by material that is derived from living or recently living biological organisms and which may include crops grown specifically for energy plant material by-products and waste from livestock farming food processing and preparation and domestic organic waste
"Building Regulations"	means building regulations made under the Building Act 1984 or any superseding legislation which regulates the construction standard of the Dwellings or Buildings
"Certificate of Practical Completion"	means a certificate issued by EDDC in accordance with the provisions of clause 12.8
"Commencement"	means the date that the Development is begun within the meaning of Section 56 (4) of the Town & Country Planning Act 1990 (as amended) pursuant to the

	Planning Permission
"Commencement notice"	means written notice of the date that Commencement of the Development is to take place in the form at Appendix 4
"Completion Standard"	<p>means completion of the whole of the Multi-Purpose Building so that it meets the following criteria:</p> <p>The Multi-Purpose Building is wind and water tight</p> <p>All Services have been provided and completed and tested and the test certificates have been handed over to EDDC and there is proper and safe access to the Multi-Purpose Building</p> <p>In respect of those parts of the Multi-Purpose Building which are to be fitted by a tenant the relevant parts of the Multi-Purpose Building are ready for the tenant to fit out and all the works to be completed by the Owners have been fixed in their final position</p> <p>In respect of those parts of the Multi-Purpose Building which are not to be fitted out by a tenant the relevant parts of the Multi-Purpose Building are ready for beneficial use and occupation</p> <p>A completion certificate has been issued for the Multi-Purpose Building by the relevant local authority pursuant to and in accordance with Section 17 of the Building Regulations 2000 (as may be amended and in force at the date of construction)</p> <p>The Owners have provided written evidence from the relevant authority that all planning conditions in respect of the Multi-Purpose Building have been complied with</p> <p>The Multi-Purpose Building has been constructed and completed in all respects in accordance with the Specification</p> <p>The Health and Safety File pursuant to the Construction Design and Management Regulations 1995 (as may be amended and in force at the date of construction) has been handed over to EDDC</p> <p>The operating and maintenance manual has been handed over to EDDC</p> <p>All necessary and/or appropriate warranties and guarantees (together with copies of relevant</p>

	<p>appointments) have been procured for the benefit of EDDC and the Owners shall act diligently to obtain such warranties and/or guarantees as are appropriate to the Multi-Purpose Building</p> <p>and the "Date of Completion Standard" shall be construed accordingly</p>
"Considerate Constructors Scheme"	means the Construction Industry Board's Considerate Constructors Scheme as varied from time to time and presently administered by CUB (H) Ltd
"Cranbrook Application"	means the outline planning application for the Cranbrook Development submitted to EDDC and given reference number 7/22/03/P1900/079
"Cranbrook Conditions"	means the conditions to which the grant of the Cranbrook Permission is subject
"Cranbrook Development"	means the proposed development of a new community comprising up to 2,900 dwellings a town centre and a local centre including retail residential and employment assembly and leisure uses non residential institutions (including two primary schools and one secondary school) sports and recreation facilities a country park a railway station landscaping engineering works and associated infrastructure and car parking infrastructure and parking for all uses
"Cranbrook Permission"	means outline planning permission for the Cranbrook Development
"Cranbrook Section 106 Agreement"	means the Agreement dated 29 October 2010 under Section 106 of the Act in relation to the Cranbrook Development which was entered into as a pre-condition of the grant of the Cranbrook Permission
"the Development"	means the proposed construction of the Multi-Purpose Building on the Land pursuant to the Planning Application
"District Heating Facility"	means any facility provided on the Land or otherwise in the vicinity of the Development for the co-generation of heat and electricity from which hot water and heating for the Development is provided and shall include pipes and or other apparatus to be laid within both existing adopted highways and highways to be constructed (whether or not adopted or to be adopted) within the Cranbrook Development

"Heavy Goods Vehicle"	means any vehicle whose gross weight is greater than 7.5 tonnes
"Interim Library Facility"	means the provision of Serviced space consisting of 222 sq metres to be located in the Multi Purpose Building and which shall be suitable to accommodate a library
"Land"	means the land edged with a broken red line on Plan 1
"Main Local Route"	means the carrying out of engineering operations comprising the construction of a road (known as construction of the Main Local Route) pursuant to the Planning Permission granted by EDDC and referenced 07/0784 MFUL
"Multi-Purpose Building"	means an area of Serviced Land of 0.22 hectares incorporating a community building built in accordance with the Specification and which shall incorporate the Interim Library Facility and the Town Council Offices and which Serviced Land shall accommodate the Temporary Ambulance Land the Temporary Police Land and health and social care facilities and other community uses (including educational uses) and which is to be located within the Neighbourhood Centre
"NCP"	means Taylor Wimpey Hallam Persimmon Homes (South West) Limited and Redrow Homes Limited
"Neighbourhood Centre"	means the Neighbourhood Centre as defined in the Cranbrook Section 106 Agreement and which includes <i>inter alia</i> the Multi Purpose Building
"Offer to Transfer"	means an offer to Transfer the Multi-Purpose Building in accordance with clause 13 and obligation 1.10 of Schedule 1 to this Agreement
"Plan 1"	means drawing number 616-100 Rev F attached to this Agreement showing the Land and marked "Plan 1"
"Plan 2"	means drawing numbers 616-104 Rev D and 616-105 Rev E attached to this Agreement showing the Multi-Purpose Building (together "Plan 2") each marked "Plan 2"
"Plan 3"	means drawing number 616SK014A showing the internal layout of the Multi-Purpose Building and

	marked "Plan 3"
"Plan 4"	means drawing number 04N055/57A showing the routes along which Heavy Goods Vehicles are prohibited from travelling pursuant to this Agreement and marked "Plan 4"
"Planning Application"	means the full planning application for the Development registered with EDDC on 30 August 2007 and given reference number 07/2441/FUL
"Planning Permission"	means planning permission for the Development in the form annexed at Appendix 3
"Rectification Period"	means a period of 12 months from the date of a Certificate of Practical Completion
"Reinstated"	means to remove the Development and all works and materials in connection with the Development from the Land and to restore and re-establish the Land to its former condition
"Serviced Land"	means land to the boundary of which all relevant Services and provided and Serviced shall be construed accordingly
"Services"	means in relation to the Multi-Purpose Building an adopted highway giving access to the Multi-Purpose Building and the service media (including without limitation water pipes foul and surface water drainage electricity gas supply telecommunications high bandwidth internet and broadband communication services) being of sufficient capacity for the Multi Purpose Building
"Specification"	<p>means the specification of the Multi-Purpose Building which shall be submitted to and agreed with EDDC pursuant to this Agreement and which shall cover the items contained in Appendix 2 together with the plans showing the Multi-Purpose Building to be constructed which have been approved pursuant to the Planning Permission together with approval in writing by EDDC of the following:</p> <p>The quality and quantity of the materials and goods to be used</p> <p>The standard of workmanship</p>

	<p>The general layout of the Multi-Purpose Building</p> <p>A schedule of finishes</p>
"Strategies"	mean the Strategies as defined in the Cranbrook Section 106 Agreement and which appear in Appendices 14-19 to that Agreement or any amendments or variations thereto as agreed in writing between the Owners and EDDC
"Temporary Ambulance Land"	means a hard surfaced area of land sufficient to accommodate the parking for two ambulances to be provided adjacent to the Multi Purpose Building
"Temporary Police Land"	means a hard surfaced area of land sufficient to accommodate the parking of two police vehicles to be provided adjacent to the Multi Purpose Building
"Town Council Offices"	means an area of 237 m2 to be used for provision of offices and meeting rooms for the democratically elected members of the Town Council and located within the Multi Purpose Building
"Transfer"	means a transfer of the freehold interest of the Multi-Purpose Building to EDDC which shall be for a consideration of £1 and which shall be in the form annexed hereto at Appendix 1

4 STATUTORY POWERS

- 4.1 This Agreement is made pursuant to section 106 of the Act section 111 of the Local Government Act 1972 Section 2 of the Local Government Act 2000 and all other enabling powers

5 CONDITIONALITY

- 5.1 This Agreement is conditional upon the grant of Planning Permission and Commencement of the Development
- 5.2 If the Planning Permission expires without Commencement of the Development or is quashed as a result of any legal proceedings in the Courts or is revoked without the consent of the Owners this Agreement shall cease to have effect
- 5.3 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission other than the Planning Permission granted after the date of this Agreement although for the avoidance of doubt prior to any grant of planning permission for development of any part of the Land a Deed will be required to be entered into to ensure

the provisions of this Agreement apply to any subsequent grant of planning permission for the Multi-Purpose Building

6 ENFORCEMENT

- 6.1 The Owners covenant to comply with its obligations as set out in the clauses and Schedules to this Agreement
- 6.2 Each covenant contained in a clause or Schedule to this Agreement is a planning obligation for the purposes of section 106 of the Act and is enforceable by EDDC
- 6.3 Should EDDC be required to enforce the provisions of this Agreement then the Owners shall pay to EDDC the costs of such enforcement action such costs to include but not be limited to obtaining any injunction or prosecuting court proceedings provided that nothing in this provision shall prevent the Owners seeking an award of costs from the Court following any Court proceedings brought by EDDC nor enforcing or retaining any such award as maybe made by the Court
- 6.4 Subject to the following provisions of this Clause 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 Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise even if the terms are expressed to be for their benefit and nor shall any third party have by virtue of that Act or otherwise a right of veto over any future variation of this Agreement

7 COVENANTS BY THE OWNERS

- 7.1 The Owners hereby covenant with EDDC for themselves and their successors in title and assigns not to develop the Land pursuant to the Planning Permission other than in compliance with the provisions of this Agreement
- 7.2 Insofar as any of the covenants or restrictions in this Agreement are not planning obligations they are entered into pursuant to Section 111 of the Local Government Act 1972 Section 2 of the Local Government Act 2000 and all other enabling powers

8 COVENANTS BY EDDC

EDDC hereby covenants with the Owners as follows:

- 8.1 Having regard to the covenants on the part of the Owners herein contained to grant the Planning Permission for the Development in the form and format annexed hereto and marked as Appendix 3 on the same day this Agreement is completed

- 8.2 It is hereby agreed and declared that the Development can be Commenced and completed (pursuant to the Planning Permission and in accordance with the terms of this Agreement) in advance of any part of the Cranbrook Development the subject of the Cranbrook Permission and EDDC covenants with the Owners that it shall not enforce the terms of the Cranbrook Section 106 Agreement or the Cranbrook Conditions in so far as is necessary to permit construction of the Development in advance of Commencement of the Cranbrook Development

9 NOTICES

- 9.1 The Owners hereby covenant not to Commence the Development unless and until the Commencement Notice has been served on EDDC
- 9.2 The Owners shall serve all notices and written communication to be served under this Agreement by registered or recorded delivery or by hand as specified below
- 9.3 The address for service for any notice or written communication is for EDDC Head of Legal and Member Services, EDDC, Knowle Sidmouth Devon EX10 8HL copied to Burges Salmon LLP, One Glass Wharf Avon Street Bristol (Ref G. Soloman) or such other legal advisors as may from time to time be appointed by EDDC and notified to the Owner
- 9.4 EDDC hereby covenants to serve all notices approvals consents and written communication to the Owners at Clarke Willmott LLP Solicitors of 1 George's Square Bath Street Bristol BS1 6BA
- 9.5 A notice approval consent or written communication under this Agreement shall be deemed to have been served as follows
- 9.5.1 if personally delivered at the time of delivery
 - 9.5.2 if posted at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authority
 - 9.5.3 It will be sufficient to prove service pursuant to this Clause if it is proved that personal delivery was made or that the envelope containing the notice approval consent or written communication was properly addressed and delivered into the custody of the postal authority in a registered or recorded delivery envelope

10 SEVERANCE

- 10.1 If any provision of this Agreement shall be held to be invalid illegal or unenforceable by any Court the validity legality and

enforceability of the remaining provisions of this Agreement shall not in any way be deemed to be affected as a result thereof

11 DISPUTE RESOLUTION

- 11.1 Any dispute or failure to agree a matter arising out of the provisions of this Agreement shall be referred to a person having appropriate qualifications and experience in such matters ("the Expert") appointed jointly by the relevant parties to the dispute ("the relevant parties") or in default by a person nominated by the President for the time being of the Royal Institution of Chartered Surveyors on the application of any of the relevant parties
- 11.2 The decision of the Expert shall be final and binding upon the relevant parties and the following provisions shall apply:
 - 11.2.1 The charges and expenses of the Expert shall be borne equally between the relevant parties unless the Expert shall otherwise direct
 - 11.2.2 The Expert shall be requested to give the relevant parties an opportunity to make representations and counter representations to him before making his decision
 - 11.2.3 The Expert shall be entitled to obtain opinions from others if he so wishes
 - 11.2.4 The Expert shall be requested to make his decision within the range of any representations made by the relevant parties themselves
 - 11.2.5 The Expert shall be requested to comply with any time limit or other directions agreed by the relevant parties on or before his appointment

12 INSPECTION AND COMPLETION STANDARD

- 12.1 EDDC and its advisers may at all reasonable times during the Development by arrangement with the Owners enter the Multi-Purpose Building in order to inspect and view the state and progress of the Development and the materials used
- 12.2 EDDC and its agents in doing so may not impede or obstruct the progress of the Development nor issue any instructions to the building contractor any workmen employed on the site but will address any requirement comment or complaint only to the Owners
- 12.3 The Owners will give to EDDC prior notice of site and other formal meetings in line with relevant project agreements in respect of the Multi Purpose Building on order that they might attend at and participate in such meetings

- 12.4 The Owners shall notify EDDC in respect of the Multi-Purpose Building of the date it considers the Multi-Purpose Building has reached Completion Standard in order to allow EDDC and its professional advisers the opportunity to inspect the Multi-Purpose Building and consider whether the Multi-Purpose Building has reached Completion Standard in accordance with this Agreement
- 12.5 Notwithstanding the provisions of clause 12.4 the Owners shall ensure that the Date of Completion Standard is a day which is a Saturday Sunday or a statutory bank holiday or other public holiday or Christmas Eve
- 12.6 If EDDC is of the opinion that the Multi-Purpose Building has not reached Completion Standard then EDDC shall notify the Owners within a reasonable time giving details of their objections
- 12.7 The Owners will take whatever action may be required in consequence of any reasonable objections made under clause 12.6
- 12.8 Once EDDC is of the opinion that the Multi-Purpose Building has reached Completion Standard they shall issue the Owners with a Certificate of Practical Completion
- 12.9 The Owners shall not be entitled to Offer to Transfer the Multi-Purpose Building to EDDC until a Certificate of Practical Completion has been issued by the EDDC in respect of the Multi-Purpose Building
- 12.10 Any defects shrinkages or other faults in the Multi-Purpose Building which appear and are notified by EDDC to the Owners not later than 14 days after the expiry of the Rectification Period shall at no cost to EDDC be made good by the Owners within a period of two months from such notification

13 OFFER TO TRANSFER MULTI-PURPOSE BUILDING

- 13.1 The following provisions of this clause shall apply for the purpose of the Owners' obligation to Offer to Transfer the Multi-Purpose Building to EDDC
- 13.2 The Multi-Purpose Building shall be offered to EDDC (as provided for in this Agreement) by notice in writing from the Owners and shall be open for acceptance and shall not be withdrawn for a period of two months after service and shall be accompanied by a form of contract (to Transfer the Multi-Purpose Building) in duplicate in terms settled in accordance with Appendix 1 and each part of such contract shall be signed by the owner of the land to be transferred

13.3 The Multi-Purpose Building shall be offered to EDDC for a Consideration of £1

13.4 EDDC shall (if it wishes to accept the offer) sign and date both parts of such contract and return one part to the owners within the two month period specified in 13.2 following which the Owners shall Transfer the Multi Purpose Building to EDDC pursuant to such contract

13.5 For the avoidance of doubt if:

13.5.1 any Offer to Transfer made pursuant to this Agreement is withdrawn prior to the period for which it is to remain open for acceptance or is made prior to the issue of a Certificate of Practical Completion then the Offer to Transfer shall be deemed not to have been validly made and shall be of no effect and

13.5.2 if EDDC fails to accept a valid Offer to Transfer as provided for in clause 13.4 the Owners shall not be required to make any further Offer and the Owners' obligations under this Agreement in relation to the Transfer of the Multi-Purpose Building shall be deemed to be discharged

14 FEES

14.1 Upon completion of this Agreement the Owners shall pay to EDDC its legal costs in preparing amending and completing this Agreement

15 STRATEGIES

15.1 The Owners hereby undertake to comply with and carry out the measures obligations objectives solutions and actions contained in the Strategies in so far as they apply to the Multi Purpose Building

Schedule 1

Owners' Obligations

- 1 The Owners covenant with EDDC for itself and its successors in title that:-
- 1.1 If the Cranbrook Permission expires without being commenced (as defined in the Cranbrook Section 106 Agreement): then the Land shall be Reinstated at the Owners cost
 - 1.2 The Owners shall ensure that any contractor constructing any part of the Development shall be registered on the Considerate Contractors Scheme or any similar or successor scheme
 - 1.3 The Owners shall use all reasonable endeavours to prevent the owners and/or drivers of Heavy Goods Vehicles entering or leaving the Land in order to construct the Development to pass or repass with vehicles over and along Station Road shown with a broken black line on Plan 4 and Clyst Honiton Village Road also shown with a broken black line on Plan 4
 - 1.4 The Owners shall ensure that all owners and drivers of Heavy Goods Vehicles entering or intending to enter the Land with vehicles are at all times firstly informed of the prohibition referred to in paragraph 1.3 above and are instructed to comply therewith
 - 1.5 The Owners shall use all reasonable endeavours to ensure that the prohibition in paragraph 1.3 above is at all times fully observed and complied with by all persons entering or leaving the Land with Heavy Goods Vehicles
 - 1.6 The Owners shall submit the Specification to EDDC for approval prior to commencement of the construction of the Multi-Purpose Building (such Specification to cover the matters contained in Appendix 2 and any other matter reasonably required by EDDC) and the Owners shall not commence construction of the Multi-Purpose Building until the Specification has been approved by EDDC
 - 1.6.1 the approved Specification
 - 1.6.2 the Planning Permission
 - 1.7 The Owners shall ensure that the Development is constructed and completed to Completion Standard within 18 months of Commencement of the Development and that it is in accordance with and complies with

- 1.8 That the Multi-Purpose Building shall achieve a BREEAM Standard Excellent rating as set out in the BREEAM Standard
- 1.9 Upon the completion of the Development the Owners shall produce evidence to show that the Multi-Purpose Building has been completed in accordance with this Agreement and to the Specification
- 1.10 Before the completion of the Multi-Purpose Building to Completion Standard and provided always that the Cranbrook Permission has been Commenced the Owners shall Offer to Transfer the Multi-Purpose Building to EDDC
- 1.11 Before Transfer of the Multi-Purpose Building to EDDC or as soon as reasonably practical following Transfer of the Multi-Purpose Building a copy of the relevant BREEAM Certificate(s) for the Multi-Purpose Building shall be obtained and given to EDDC confirming the Multi-Purpose Building achieves BREEAM Standard Excellent rating. Provided That if the BREEAM standards are superseded and it is no longer possible to obtain a BREEAM Certificate(s) the Owners shall nevertheless be required to obtain a written certification from a suitably qualified surveyor that the Multi-Purpose Building at least would have achieved the BREEAM Standard Excellent rating
- 1.12 A post construction review of Multi-Purpose Building shall be carried out at the Owners cost by an independent qualified assessor if required by EDDC (by notice in writing to the Owners) to ensure compliance with the BREEAM standards in accordance with this Schedule and any remedial action identified by such an assessor to comply with this Schedule shall be carried out by the Owners at the Owners cost as soon as reasonably practicable after identification
- 1.13 Unless a District Heating Facility is provided and used to heat the Development the Owners shall install a Biomass Boiler in the Multi-Purpose Building and shall maintain and continue to operate the Biomass Boiler unless otherwise agreed in writing with EDDC
- 1.14 If a District Heating Facility is provided the Owners shall use all reasonable endeavours to secure use of that facility to heat the Multi-Purpose Building

Plans and Appendices

Plan 1	Plan of the Land
Plan 2	Drawings of the Multi-Purpose Building
Plan 3	Drawing of internal layout of Multi-Purpose Building
Plan 4	Route Heavy Goods Vehicles are prevented from using
Appendix 1	Form of Transfer of Multi-Purpose Building
Appendix 2	Scope of Specification for the Multi-Purpose Building
Appendix 3	Draft Planning Permission
Appendix 4	Commencement Notice

BROADCLYST



STATION ROAD

ROUTES ALONG WHICH HEAVY GOODS
VEHICLES ARE PROHIBITED

STATION ROAD

AIRPORT TERMINAL
ACCESS

C832

C93

ROUTES ALONG WHICH HEAVY GOODS
VEHICLES ARE PROHIBITED

CLYST HONITON

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Devon
County Council

Edward Chorlton
Director of Environment,
Economy and Culture.

Matford Offices
County Hall
Topsham Road
Exeter
EX2 4OW

Telephone 01392 382000
Fax 01392 382342

DRAWING TITLE

Cranbrook

No.	Date	Revisions

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Designer	GT	Reviewed	AA
Drawn	DA	Date	July 2009
Scale	NTS		
Dwg. No.	04PN055/57 A		

BROADCLYST



STATION ROAD

ROUTES ALONG WHICH HEAVY GOODS
VEHICLES ARE PROHIBITED

STATION ROAD

AIRPORT TERMINAL
ACCESS

C832

C63

ROUTES ALONG WHICH HEAVY GOODS
VEHICLES ARE PROHIBITED

CLYST HONITON

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Devon
County Council

Edward Chorlton
Director of Environment,
Economy and Culture.

Matford Offices
County Hall
Topsham Road
Exeter
EX2 4OW

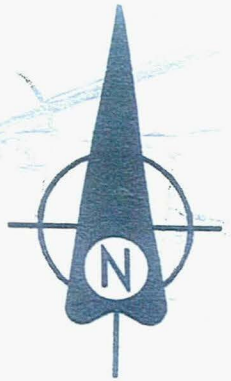
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DRAWING TITLE

Cranbrook

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Design	GT	Reviewed AA
Drawn	DA	Date July 2009
Checked	NTS	
Draw. No.	04PN055/57 A	

BROADCLYST



STATION ROAD

ROUTES ALONG WHICH HEAVY GOODS
VEHICLES ARE PROHIBITED

STATION ROAD

AIRPORT TERMINAL
ACCESS

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SKYPARK

C832

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ROUTES ALONG WHICH HEAVY GOODS
VEHICLES ARE PROHIBITED

CLYST HONITON

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Devon
County Council

Edward Chorlton
Director of Environment,
Economy and Culture.

Matford Offices
County Hall
Topeham Road
Exeter
EX2 4QW
Telephone 01392 382000
Fax 01392 382342

DRAWING TITLE

Cranbrook

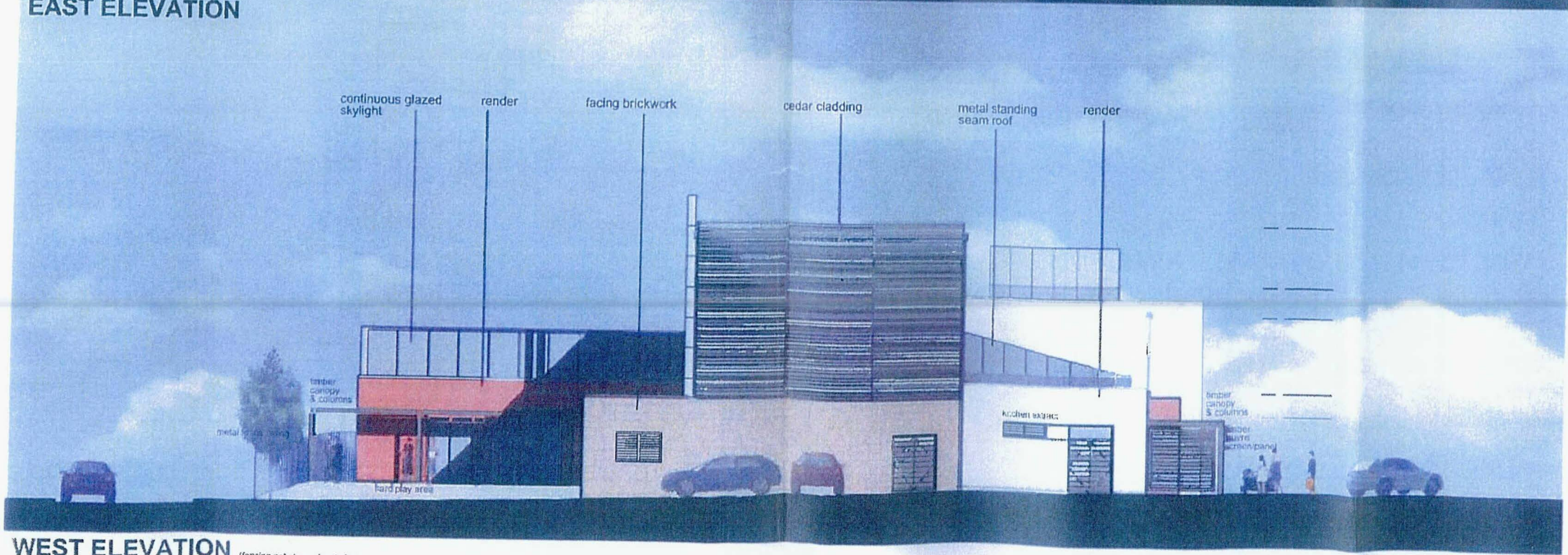
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designer	GT	checked	AA
drawn	DA	date	July 2009
checked	NTS		
Draw. No.	04PN055/57 A		



EAST ELEVATION



WEST ELEVATION
(fencing not shown for clarity)

NOTES

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REVISIONS

HALLAM LAND, PERSIMMON HOMES, REDROW, TAYLOR WIMPEY
MULTI PURPOSE COMMUNITY BUILDING, CRANBROOK
PROPOSED EAST & WEST ELEVATIONS
DATE 02/10/2007 SCALE 1:200 STATUS **PLANNING**
DRAWING NUMBER 616-104 REVISION **D**

DLA ARCHITECTS PRACTICE
INTEGRATED ARCHITECTURE
50 NORTH THIRTEENTH STREET
CENTRAL MILTON KEYNES, MK9 3BP
TEL: (01908) 259719 FAX: (01908) 605747
e-mail: mail@dla-architects.com

SOUTH ELEVATION

roof level +33.00
 roof level +30.60
 first floor ceiling level +29.40
 first floor level +26.40
 ground floor ceiling level +25.50
 ground floor level



NORTH ELEVATION

roof level +33.00
 roof level +30.60
 first floor ceiling level +29.40
 first floor level +26.40
 ground floor ceiling level +25.50
 ground floor level +22.50



NOTES

Do not scale this drawing - use figured dimensions only.
 All dimensions are to be checked before implementation.
 Any discrepancies are to be advised immediately.
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REVISIONS

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 MULTI PURPOSE COMMUNITY BUILDING, CRANBROOK
 PROPOSED NORTH & SOUTH ELEVATIONS

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SCALE
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STATUS
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 INTEGRATED ARCHITECTURE

50 NORTH THIRTEENTH STREET
 CENTRAL MILTON KEYNES, MK9 3B7
 TEL: (01908) 259719 FAX: (01908) 605747
 e-mail: mail@dla-architects.com

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PROPOSED FLOOR PLANS

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MULTI PURPOSE BUILDING . CRANBROOK

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Appendix 1

Form of Transfer of Multi-Purpose Building

TP1

Land Registry
Transfer of part of registered title(s)

1	Title number(s) out of which the property is transferred:- []
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Land comprising [] hectares shown edged red on the attached plan referred to as [] The property is identified ✓ On the attached plan and shown: Edged red On the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: [] <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:
6	Transferee for entry in the register: [East Devon District Council/Devon County Council] <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u>

	<p>(a) Territory of incorporation:</p> <p>(b) Registered number in England and Wales including any prefix:</p>
7	<p>Transferee's intended address(es) for service for entry in the register:</p> <p>[Council Offices, Knowle, Sidmouth, Devon EX10 8HL/ County Hall, Topsham Road, Exeter, Devon EX2 4QD]</p>
8	<p>The transferor transfers the property to the transferee</p>
9	<p>Consideration</p> <p>√ The transferor has received from the transferee for the property the following sum (in words and figures): One Pound (£1.00)</p> <p>Insert other receipt as appropriate:-</p>
10	<p>The Transfer of the Property with full title guarantee is qualified as follows:</p> <p>10.1 The words "at his own cost" in Section 2(a)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 are deemed to have been replaced by "at the cost of the covenantor" and the words "and could not reasonably be expected to" from section 3(a) of the 1994 Act will be deemed to have been omitted.</p> <p>10.2 For the purposes of section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994 the Transferee is considered to have actual knowledge of and the Property is expressly transferred subject to all matters:-</p> <p>10.2.1 contained or referred to in this deed;</p> <p>10.2.2 now recorded in registers open to public inspection;</p> <p>10.2.3 apparent on inspection or rights acquired through long use whether or not apparent on inspection.</p>
11	<p>Declaration of trust.</p>
12	<p>Additional provisions</p> <p>Definitions</p> <p>12.1 In this clause 12 save where the context otherwise provides the definitions in the preceding clauses apply and the following expressions shall have the meanings given to them below:-</p> <p>12.1.1. "the Covenant Owners" means Taylor Wimpey UK Limited, Hallam Land Management</p>

Limited, and every person who owns any part of the Covenant Land.

12.1.2 **"the Estate"** means the property defined as the "Land" in the Section 106 Agreement which includes the Retained Land.

12.1.3 **"the Estate roads and footways"** means the roads and footways on the Estate intended for maintenance by the Highway Authority at public expense but not including any driveway forecourt or footway transferred or intended to be transferred to individual transferees.

12.1.4 **"the Town Council for Cranbrook"** means of [] of [].

12.1.5 **"Permitted Use"** means either the Temporary Use or use for the accommodation of the Temporary Ambulance Land and the Temporary Police Land (both as defined in the Section 106 Agreement) and the provision of a town hall and community building, health and social care facilities, education uses and other community uses including as a library.

"the Plan" means the attached plan.

12.1.6 **"the Retained Land"** means the land comprised in the above titles excluding the Property.

12.1.7 **"Section 106 Agreement"** means an agreement relating to land North of Rockbeare, Devon dated 29 October 2010 and made pursuant to section 106 of the Town and Country Planning Act 1990 made between East Devon District Council (1) Devon County Council (2) Taylor Wimpey UK Limited (3) Hallam Land Management Limited (4) Persimmon Homes (South West) Limited (5) Redrow Homes Limited (6) and others and any subsequent variations or supplemental agreements entered into.

12.1.8 **"Service Authorities"** means the companies or authorities from time to time responsible for highways sewerage drainage and land drainage for the area in which the Property is situated.

12.1.9 **"Service Companies"** means the companies or authorities from time to time providing water electricity gas telephone television, radio services, telecommunications, internet and broadband services for the area in which the Property is situated.

12.1.10 **"Service Installations"** means Sewers channels drains pipes watercourses wires cables soakaways manholes and any other conducting media and apparatus for the supply of water electricity gas telephone television or radio services, telecommunications, internet, broadband services or the disposal of foul or surface water.

12.1.11 **"Sewer"** shall be deemed to include manholes, ventilation shafts pumps rising mains and other accessories (and "Sewers" shall be interpreted accordingly).

12.1.12 **"Statutory Agreement"** means any agreement that is made under one or more of section 38 and/or 278 Highways Act 1980 and Section 104 Water Industry Act 1991 or

under the Gas Act 1980, the Water Act 1989 or any statutory provisions with a similar purpose or any agreement with a local water authority, the Environment Agency, an internal drainage board or other appropriate authority about water supply to and drainage of foul and surface water and effluent from the Retained Land or any other agreement with a competent authority or body relating to other services for the benefit or access to and from the Retained Land.

12.1.13 **"Temporary Use"** shall be as defined in the Section 106 Agreement.

12.1.14 **"Unbuilt Property"** means such area(s) of the Property which are not built upon.

12.1.2 **"the Transferor"** and **"the Transferee"** shall include the successors in title of the Transferor and the Transferee respectively

12.1.3 Reference to any statutory provisions herein shall be deemed to include references to any re-enactment or modification of such provisions or similar legislative provision.

Rights granted for the benefit of the property

12.2 The Property and each and every part of it is transferred with the rights set out in the First Schedule hereto

Rights reserved for the benefit of other land

12.3 The Property and each and every part of it is transferred excepting and reserving the rights set out in the Second Schedule hereto

Restrictive covenants by the Transferee

12.4 The Transferee covenants with the Covenant Owners (but not so as to render the Transferee personally liable for any breach arising after the Transferee has parted with all interest in the Property or the part on which such breach is committed)

as follows:

12.4.1. not to use the Property except for the Permitted Use until the earlier of:

12.4.1 25 years from the date of this transfer;

12.4.2 the Transferee obtains a deed of release from the Covenant Owners.

12.4.2 Not to obstruct the roads and footways on the Estate by parking save as temporarily necessary for development of the Property.

12.4.3 Not to make any disposition of the Property without first procuring a deed of covenant from the disponent in favour of the Transferor in which the disponent covenants to observe the covenants in this transfer and such deed of covenant shall be delivered to the Transferor within 5 working days of its being dated and

completed PROVIDED THAT this paragraph shall not apply if the disposition is to the Transferor.

Positive covenants by the Transferee

12.5 The Transferee further covenants with the Transferor:-

12.5.1 To grant to the Transferor or to any of the Service Authorities or Service Companies such easements in under or over the Unbuilt Property as any of them from time to time reasonably require (and in such form as they may reasonably require) in connection with the services usually provided by or maintained by them provided that such easements do not interfere with or prejudice the use of the Property

12.5.2 To maintain the boundary fences walls and/or hedges (if any) marked with an inward T on the Plan

12.5.3 [To maintain in good repair and condition any balancing pond constructed or to be constructed on the Property] – to be inserted in Transfer of County Park and Nature Reserve Land.

12.5.4 To observe and perform the restrictive and other covenants affecting the Property and contained in the charges registers of the title to the Property to the extent that they are not prejudicial to the Transferee's use of the Property for the Permitted Use.

Agreements and Declarations

12.6 IT IS HEREBY AGREED AND DECLARED as follows:-

12.6.1 That except as expressly granted by this transfer the Transferee shall not by virtue of this transfer acquire or be entitled to any right of light or air or other easements or rights and nothing contained in or implied by this transfer shall operate to impose any restriction which would materially prejudice the free use or enjoyment of any adjoining or neighbouring land of the Transferor for building or other purposes and any enjoyment of light or air had by the Transferee from or over any adjoining or neighbouring land now or within the perpetuity period belonging to the Transferor shall be deemed to be had by the consent of the Transferor.

12.6.2 That except as expressly granted by this transfer the Transferor shall not by virtue of this transfer acquire or be entitled to any right of light or air or other easements or rights and nothing contained in or implied by this transfer shall operate to impose any restriction which would materially prejudice the free use or enjoyment of any adjoining or neighbouring land of the Transferee for building or other purposes and any enjoyment of light or air had by the Transferor from or over any adjoining or neighbouring land now or within the perpetuity period belonging to the Transferee shall be deemed to be had by the consent of the Transferee.

Transferor's Covenants

12.8 The Transferor hereby covenants with the Transferee and its successors in title that the Transferor will at its own cost ensuring no cost is passed to the Transferee by increased utility costs or otherwise as soon as reasonably practicable [but in any event within a period of [] of the date of this Transfer]:-

12.8.1 construct and make up the roads and footways and adjacent verges on the Estate serving or used in connection with the Property reserve access and egress with or without vehicles to the developed highway in a proper and workmanlike manner and will kerb, drain and light, mark and complete the same according to the requirements of the appropriate highway authority and will maintain review and repair such roads footpaths and verges within the Estate until the same are adopted and taken over by the appropriate highway authority and will at all times hereafter indemnify the Transferee from and against all costs charges claims and demands in respect of the making up maintenance, renewal, repair and adoption of the Estate roads and footways and adjacent verges except to the extent that the same shall arise out of or in consequence of neglect, default of liability of the Transferee and shall procure that such roads and footways and adjacent verges within the Estate are adopted and maintainable at public expense as soon as reasonably possible (provided that the Transferee shall either make good any specific damage it or its agents cause to the Estate roads and footways and adjacent verges or pay the reasonable costs of repairing such damage and contributes a fair proportion according to use of the cost of cleaning, maintaining, repairing and reinstating all such Estate roads and footways).

12.8.2 construct and make up the Service Installations serving or used in connection with the Property in a proper and workmanlike manner and will complete the same according to the requirements of the appropriate authority or utility company and will maintain review and repair such Service Installations until the same are adopted and taken over by the appropriate authority and will at all times hereafter indemnify the Transferee from and against all costs charges claims and demands in respect of the making up maintenance renewal repair and adoption of the Service Installations except to the extent that the same shall arise out of or in consequence of neglect, default or liability of the Transferee and shall procure the adoption of such Service Installations as soon as reasonably possible (provided that the Transferee shall either make good any specific damage it or its agents cause to the Service Installations or pay the reasonable costs of repairing such damage and contributes a fair proportion according to use of the cost of cleaning maintaining repairing and reinstating all such Service Installations).

12.9 Application to Registrar

The Transferor and the Transferee hereby apply to the Registrar to enter in the Register such of the rights exceptions reservations agreements declarations covenants conditions and stipulations in this transfer as are capable of registration and also apply to the Registrar (and if necessary will do so in appropriate Land Registry form) to enter the following restriction on the

proprietorship register of the title to the Property in the following terms or any variation of the same required by the Registrar (and for the avoidance of doubt the Transferee consents to registration of such restriction):

"No disposition of the registered estate other than a charge by the proprietor of the registered estate is to be registered without written consent signed by the solicitors or conveyancers acting for the proprietor making the disposition that the provisions of paragraph 12.4.8 of a Transfer dated ▼ between ▼ Limited (1) and [East Devon District Council/Devon County Council](2) have been complied with".

THE FIRST SCHEDULE

(Rights Granted)

1. The free and uninterrupted right for the Transferee and all person authorised by the Transferee in common with the Transferor and all others having the like rights or to whom like rights may be granted to pass at all times and for all purposes in connection with the use and occupation of the Property with or without vehicles as appropriate over such parts of the Estate along roads and footways and any private roads and footways necessary to gain access to and egress from the Property to the adopted highway.
2. The right to connect to and thereafter use inspect maintain replace (on a like for like basis) clean and renew any Service Installations that are now or within in the future are laid in, through, upon, over or under the Estate which serve or are capable of serving the Property.
3. The free and uninterrupted passage of all services through service installations to and from the Property at all times for all purposes.
4. The right to connect and use inspect maintain and renew any service installations on the Estate which serve the Property for the Transferee and those authorised by it to enter and remain upon so much as is necessary of the Estate on reasonable prior notice (save in the case of emergency) with or without workmen plan and equipment and the right to do the following:-
 - 4.1 inspect, maintain, renew, replace, clean, connect to and server connections with any Service Installations referred to in Clause 2 of this First Schedule;
 - 4.2 lay further Service Installations during the perpetuity period in accordance with the rights granted by paragraph 2 of this First Schedule;
 - 4.3 repair maintain decorate replace renew and clean any buildings or fences on the Property or boundary fences or party walls between the Estate and the Property and to erect scaffolding on the Retained Land in the exercise of this Right

- 1.1 Upon reasonable notice to divert or alter the course of the Sewers or drains now laid on the Estate and connected to the Property without any payment or compensation therefore provided that any such diversion or alteration shall not materially affect the use and enjoyment of the Property provided that there is no interruption to service or that an alternative service is provided and making good any damage which may be occasioned thereby.
 - 1.2 Upon reasonable prior notice to enter upon the Unbuilt Property so far as may be necessary to repair cleanse maintain and renew Service Installations and the said eaves gutters downpipes foundations and similar structures
 - 1.3 Upon giving reasonable prior notice (except in the case of emergency) to enter upon the Unbuilt Property so far as may be reasonably necessary to repair, cleanse, maintain and renew Service Installations and the said eaves, gutters, downpipes, foundations and similar structures, the persons entering causing as little damage as possible and making good all damage caused.
 - 1.4 Upon reasonable prior notice being given to enter upon the Unbuilt Property where reasonably necessary for the purpose of constructing, decorating, maintaining and repairing any walls, buildings or fences erected or to be erected on the Retained Land the person or persons entering doing as little damage as possible and making good all damage caused in the exercise of such rights.
2. The right for the Transferor and others authorised by it to enter on the Unbuilt Property where reasonably necessary to carry out any work required under or in relation to any landscaping scheme or agreements under the Section 106 Agreement in respect of the Estate making good any damage occasioned by the exercise of such rights.
3. The right for Service Companies for the benefit of their respective undertakings

to place underground electric lines and if appropriate conduits and other Service Installations on and under the Unbuilt Property and overhead electric and telephone lines and supports therefore and any other apparatus connected therewith in and over the Unbuilt Property and thereafter to use the same with the right of such companies their officers, servants, workmen and agents with or without all necessary appliances and materials to enter upon the Unbuilt Property at all reasonable times on prior reasonable written notice (save in the case of emergency) for the purpose of inspecting, maintaining, repairing, cleansing, renewing or replacing the same provided that such companies shall make good any damage caused by them as soon as practicable and shall not break open the surface of any land covered by a building.

4. The right for Service Authorities for the benefit of their respective undertakings to lay and use Service Installations passing under the Unbuilt Property for the passage and disposal of surface water and/or foul water as may be reasonably necessary with the right of such authorities, their officers, servants, workmen and agents with or without all necessary appliances and materials to enter upon the Unbuilt Property at all reasonable times on prior reasonable written notice (save in case of emergency) for the purpose of inspecting, maintaining, repairing, cleansing, renewing or replacing any such Service Installations provided that such authorities shall make good any damage caused in the exercise of such rights as soon as practicable.
5. The Right for the Transferor and others authorised by it to construct sewer pipes, drains and/or other drainage infrastructure including a balancing pond on the Property] – To be inserted in transfer of Country Park and Nature Reserve Land.
6. The rights of entry reserved by this Second Schedule are subject to the Transferor or other person or body wishing to exercise such right:
 - 6.1 First obtaining any consents required for the installation of or connection to any Service Installation;

- 6.2 Causing as little inconvenience as reasonably practicable to the Transferee and the occupiers of the Property in the exercise of these rights;
- 6.3 Complying with any statutory requirements and obligations in relation to a rights of entry and the carrying out of any works; and
- 6.4 Making good as soon as reasonably practicable all damage caused to the Property and any buildings from time to time on it to the reasonable satisfaction of the Transferee or the owner and occupier of any buildings so affected.

13 Execution:

THE COMMON SEAL of (Transferor) was)
hereunto affixed in the presence of:-)

Director

Secretary/Authorised Signatory

THE COMMON SEAL of (Transferee) was)
hereunto affixed in the presence of:-)

Director

Secretary/Authorised Signatory

Appendix 2

Scope of Specification for the Multi Purpose Building

APPENDIX 2

Cranbrook New Community – Scope of Specification for the Multi-Purpose Building

The following outlines the matters which need to be covered by and agreed with EDDC in the detailed Specification required for the Multi-Purpose Building pursuant to this Agreement.

General Requirements

- Detailed design for building structure, internal and external layout
- Site clearance, landscaping, service connections
- Drainage, access and parking arrangements
- Quality and quantity of materials to be used

Structure

- Foundations, structural steelwork
- Materials and form of:
 - Flooring
 - Walls:
 - Substructure
 - External
 - Internal
 - Ceilings
 - Roofing (including roof lights)
 - Windows
 - Doors (internal and external)
- Finishes for all internal and external surfaces
- Fixtures and Fittings

Service Installations

- Drainage for surface water and foul including size, design, vents, outlet sizes, gradient for horizontal pipework
- Electrical supply including switchgear, cables, ducts, distribution boards, trunking, transformers, switches, power points
- Plumbing design (for cold and hot water systems), toilets, sinks, taps, pumps, valves, pipe size and specification
- Ventilation
- Heating system - design and installation including pipes, ducts, plant, boilers (if any), pumps and valves
- Communications Services including design, cables, ducts, trunking and specification for telephone and internet high bandwidth broadband.

Appendix 3
Draft Planning Permission

5. Upon giving prior reasonable written notice to divert or alter the course of the Sewers or drains or Service Installations now or in future laid and connected to the Property without any payment or compensation therefore provided that any such diversion or alteration shall not materially affect the use and enjoyment of the Retained Land provided that there is no interruption to service or that an alternative service is provided
6. The right of support for the Property and any walls buildings structures and fences on it
7. The right of overhang of the roofs, gutters, eaves and drainpipes of the buildings from time to time on the Property during the Perpetuity Period over the Retained Land and the right to discharge rainwater from them on to the Estate.
8. The right of support for the Property and any walls buildings, structures and fences on it.
9. [All other necessary rights necessary to use the Property for the Permitted Use.]
10. The rights of entry granted by this First Schedule are subject to the Transferee or other person or body exercising such right:
 - 10.1 Causing as little inconvenience as reasonably practicable to the Transferor in the exercise of these rights;
 - 10.2 Complying with all statutory requirements and obligations in relation to the rights of entry and the carrying out of any works;
 - 10.3 Making good as soon as reasonably practicable all damage caused to the Retained Land and any buildings from time to time on it to the reasonable satisfaction of the Transferor or the owner and occupier of any buildings so affected.
 - 10.4 Not exercising the rights in respect of any built upon areas of the Estate upon which a building is erected.

THE SECOND SCHEDULE

(Rights excepted and reserved out of the Property)

1. The rights for the Transferor and its successors in title owners and occupiers of the Retained Land:

THE COMMON SEAL of
East Devon District Council
was affixed to this Deed in the
presence of:-



18478

~~Chief Executive/Deputy Chief~~
~~Executive/Head of Legal, Licensing and~~
~~Democratic Services~~ *Senior Solicitor*



Executed by the attorney of
Or ~~THE COMMON SEAL~~ of
Taylor Woodrow Developments Limited
was affixed hereto in the
presence of:-



Diana Comings



Director

DEBBIE FITZPATRICK

TAYLOR WIMPEY

Director/Secretary

600 Park Avenue

Aztec West

Almondsbury, Bristol BS32 4SD.

THE COMMON SEAL of
Hallam Land Management Limited
was affixed hereto in the
presence of:-



Director



Director/Secretary

