

DATED

7 October

2013

EAST DEVON DISTRICT COUNCIL (1)

and

HALLAM LAND MANAGEMENT LIMITED (2)

and

TAYLOR WIMPEY DEVELOPMENTS LIMITED (3)

DEED OF VARIATION

to an Agreement made under Section 106 of the Town and Country Planning Act 1990 dated 3 December 2010 made between East Devon District Council (1) Taylor Wimpey Developments Limited (2) and Hallam Land Management Limited (3) relating to Multi-Purpose Building on land of west of Rockbeare Stream Devon

This certified copy comprises:

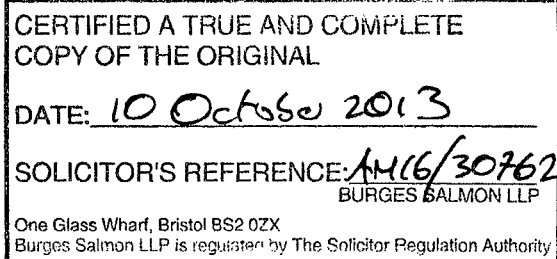
(1) a full certified copy of the counterpart executed by East Devon District Council;

(2) a certified copy of pages 13 and 14 of the counterpart executed by Hallam Land Management Limited; and

(2) a certified copy of pages 13 and 14 of the counterpart executed by Taylor Wimpey Developments Limited

Burges Salmon LLP

10 October 2013



This Deed is made the

7

day of October 2013

Between:

- (1) **HALLAM LAND MANAGEMENT LIMITED** (Company Registration Number 02456711) whose registered office is at Banner Cross Hall Eccelsall Road Sheffield S11 9PD ("Hallam")
- (2) **TAYLOR WIMPEY DEVELOPMENTS LIMITED** (Company Registration Number 00643420) whose registered office is at 80 New Bond Street London W1S 1SB ("Taylor Wimpey")
- (3) **EAST DEVON DISTRICT COUNCIL** of Knowle Sidmouth Devon EX10 8HL ("EDDC")

Background

This Deed is supplemental to an agreement dated 3 December 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 between East Devon District Council (1) Taylor Wimpey Developments Limited (2) and Hallam Land Management Limited (3) relating to the Multi Purpose Building on land west of Rockbeare Stream Devon

Introduction

- (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)
- (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 Owners have submitted an application for the Reserved Matters Approval
- (E) Taylor Wimpey and Hallam (together known as the "Owners") have agreed with EDDC that certain provisions in the Principal Agreement shall be varied in accordance with the provisions of this Deed to ensure that the Principal Agreement regulates the use of and provides for the transfer of the Multi-Purpose Building and Younghayes Place. The Principal Agreement is also to be varied to ensure that adequate parking is laid out for the Neighbourhood Centre and to provide for the Multi-Purpose Building on its transfer to EDDC
- (F) The parties hereto have agreed to enter into this Deed to vary the terms of the Principal Agreement
- (G) It is understood between the Parties that responsibility for maintenance of Younghayes Place will be shared between the owners of the Neighbourhood Retail Centre and EDDC until such

time as a Town Council or Parish Council is formed for Cranbrook and takes responsibility for Younghayes Place which may use its powers to precept for EDDC's share of the maintenance costs and/or proceeds from the estate rentcharge levied on the occupants of Cranbrook

1 OPERATIVE PROVISIONS

- 1.1 In pursuance of sections 106A of the Act section 111 of the Local Government Act 1972 and section 1 Localism Act 2011 and all other enabling provisions and 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 in respect of the Land and is enforceable by the EDDC and the Owners
- 1.5 The Owners for and on behalf of themselves and their respective heirs successors in title and assigns of their interests in the Land and with the intent to bind each and every part of the Land into whosoever hands the same may come hereby covenant with EDDC to comply with the provisions of this Deed of Variation and the Principal Agreement **PROVIDED** that any obligations hereunder shall cease to be binding upon and enforceable against the Owners after it has parted with the whole of its interest in the Land without prejudice however to any antecedent breach of any of the provisions of this Deed of Variation or the Principal Agreement

2 INTERPRETATION

- 2.1 "the Principal Agreement" means the agreement dated 3 December 2010 made under section 106 of the Act between East Devon District Council (1) Taylor Wimpey Developments Limited (2) and Hallam Land Management Limited (3) relating to the Multi Purpose Building on land west of Rockbeare Stream Devon
- 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 unless otherwise varied by this Deed

3 DISPUTE RESOLUTION

- 3.1 Any dispute or failure to agree a matter arising out of the provisions of this Deed 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

- 3.2 The decision of the Expert shall be final and binding upon the relevant parties and the following provisions shall apply:
- 3.3 The charges and expenses of the Expert shall be borne equally between the relevant parties unless the Expert shall otherwise direct
- 3.4 The Expert shall be requested to give the relevant parties an opportunity to make representations and counter representations to him before making his decision
- 3.5 The Expert shall be entitled to obtain opinions from others if he so wishes
- 3.6 The Expert shall be requested to make his decision within the range of any representations made by the relevant parties themselves
- 3.7 The Expert shall be requested to comply with any time limit or other directions agreed by the relevant parties on or before his appointment

4 ENFORCEMENT

- 4.1 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

5 VARIATION PROVISIONS

- 5.1 The terms of the Principal Agreement shall be amended as follows:
 - 5.1.1 The definition of "Multi Purpose Building" within clause 3 of the Principal Agreement shall be deleted and replaced with the following

"means that part of the Land shown edged blue on Plan 1 which shall be an area of Serviced Land incorporating a community building built in accordance with the Specification and which shall incorporate 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 and which is to be located within the Neighbourhood Centre on the Land"
 - 5.1.2 The definition of "Completion Standard" within clause 3 of the Principal Agreement shall be amended so that the following wording is inserted before the final paragraph of that definition:

"and in respect of Younghayes Place means completion of the whole of the Younghayes Place so that it meets the criteria set out in the Younghayes Place Specification"
 - 5.1.3 The definition of "the Development" within clause 3 of the Principal Agreement shall be deleted and replaced with the following:

"means the proposed construction of the Multi-Purpose Building pursuant to the Planning Application and the proposed construction of Younghayes Place pursuant to the Reserved Matters Approval"

- 5.1.4 The definition of "the Land" within clause 3 of the Principal Agreement shall be deleted and replaced with the following:
- "means the land edged blue green pink and red on Plan 1 which comprises the Multi-Purpose Building and Younghayes Place and the Neighbourhood Retail Centre and the Additional Car Parking Spaces"
- 5.1.5 The definition of "Offer to Transfer" within clause 3 of the Principal Agreement shall be deleted and replaced with the following:
- "means an Offer to Transfer the Land or part of it in accordance with clause 13 and obligations 1.10, 1.15 and 1.23 of Schedule 1 to this Agreement"
- 5.1.6 The definition of "Planning Application" and "Planning Permission" within clause 3 of the Principal Agreement shall be amended by deleting the term "the Development" and replacing that term with "part of the Development".
- 5.1.7 The definition of "Transfer" within clause 3 of the Principal Agreement shall be deleted and replaced with the following:
- "means a transfer of the freehold interest of the Land or part thereof which shall be for a consideration of £1 and which shall be in the form annexed hereto at Appendix 1"
- 5.1.8 Plan 1 (as so defined in the Principal Agreement) shall be replaced with the attached drawing number LP(90)006
- 5.1.9 The following definitions shall be added to Clause 3 of the Principal Agreement:
- (a) "Additional Car Parking Spaces" means the part of the Land shown edged red on Plan 1 which shall be used for parking in association with the Multi-Purpose Building
 - (b) "Agreed Completion Period" means the period of 13 weeks from **7 October 2013** unless such period is extended in accordance with the terms of the Project Agreement
 - (c) "Car Parking Strategy" shall mean a scheme for governing parking on Younghayes Place in accordance with paragraph 1.21 of Schedule 1
 - (d) "Neighbourhood Retail Centre" shall mean the land edged in pink on Plan 1
 - (e) "Plan 5" means the drawing number C – 10 P2 attached to this Agreement and marked as "Plan 5"
 - (f) "the Project Agreement" means the agreement to be entered into between the Owners and EDDC (whether as an amendment to an existing agreement or otherwise) for the construction and transfer of the Multi-Purpose Building, Younghayes Place and the Additional Car Parking Spaces in general accordance with the Specification and the Younghayes Place Specification
 - (g) "The Reserved Matters Approval" means approval of the matters contained in an

application for reserved matters submitted to EDDC and accorded reference 12/1662/MRES for the development of Younghayes Place in accordance with the Younghayes Place Specification or any substantially similar approval as may be given by EDDC and agreed by the Parties in writing to relate to this deed

- (h) "The Retail Units Reserved Matters Approval" means approval of the matters contained in an application for reserved matters submitted to EDDC and accorded reference 13/1223/MRES for the development of the Neighbourhood Retail Centre
- (i) "Temporary Standard" means the temporary standard required for the parking bays to be provided under paragraph 1.25 of Schedule 1 as detailed on Plan 5
- (j) "Younghayes Place" means that part of the Land shown edged green on Plan 1 which shall be used for car parking and other community uses as provided for in this Agreement
- (k) "The Younghayes Place Specification" means the specification for laying out Younghayes Place as set out on the attached drawing number 31564 SK(90) 01 R Rev M and in accordance with the minimum requirements set out at Appendix 4 of this Agreement unless otherwise agreed between the Owners and EDDC

5.1.10 Clause 7 of the Principal Agreement shall be amended by the insertion of the following sub clause

5.1.11 7.3 The Owners hereby bind the Neighbourhood Retail Centre (as opposed to the other areas of the Land) in the terms set out in Schedule 2 and paragraph 1.21 of Schedule 1 but not by any other of the terms of this Agreement and For the Avoidance of Doubt none of the covenants in this Agreement (whether in Schedule 2 or otherwise) shall be enforceable against the owner or occupier of a residential dwelling within the Neighbourhood Retail Centre

5.1.12 Clause 12 of the Principal Agreement shall be deleted and replaced by the following:

12.1 EDDC and its advisers may at all reasonable times during the Development by arrangement with the Owners enter the Multi-Purpose Building and Younghayes Place 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

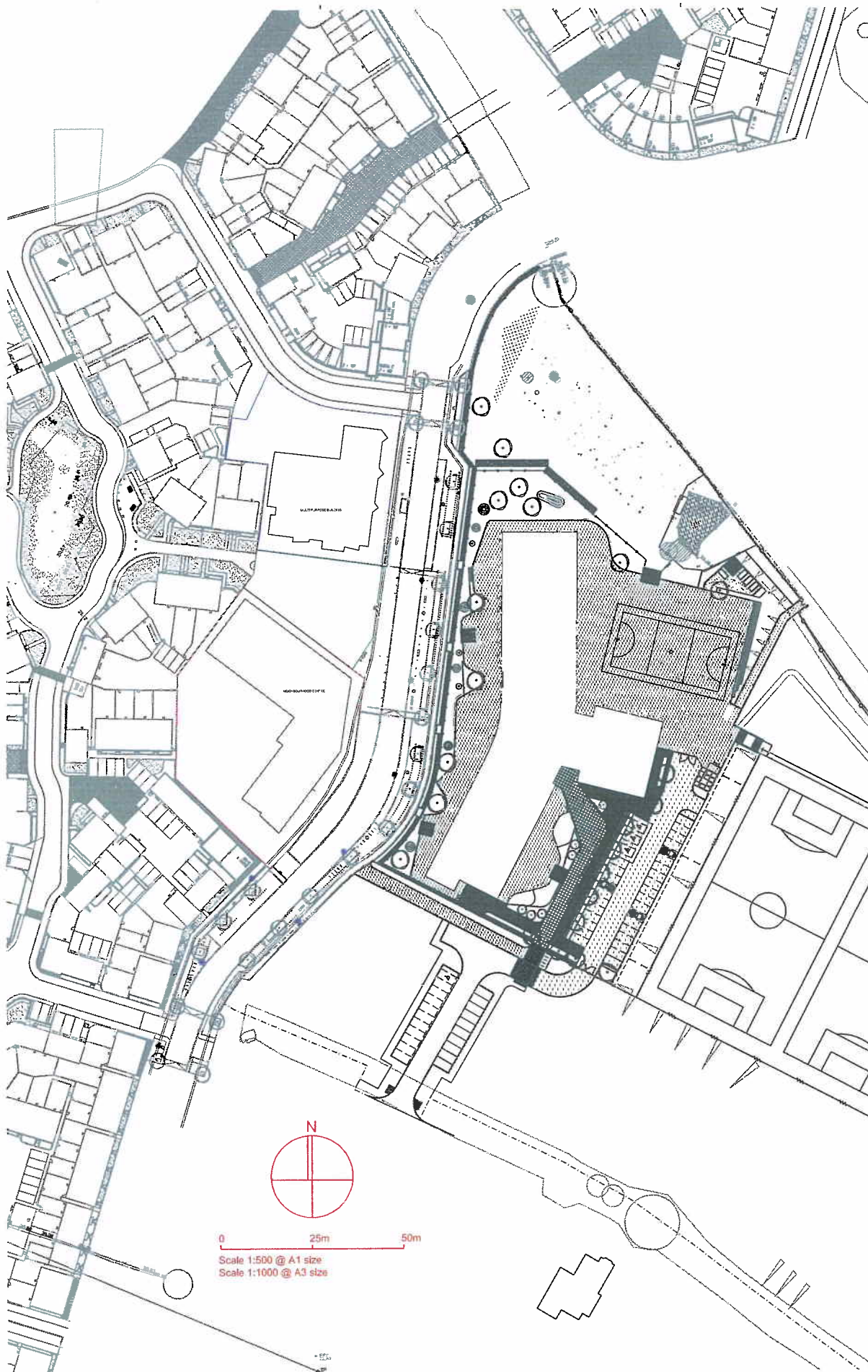
12.3 The Owners will give to EDDC prior notice of site and other formal meetings in line with relevant project agreements in respect of the Multi Purpose Building and Younghayes Place in order that they might attend at and participate in such meetings

12.4 The Owners shall notify EDDC in respect of the Multi-Purpose Building and Younghayes Place of the date it considers the Multi-Purpose Building and

Plan 1

LEGEND

-  Parking transfer boundary
-  MPB boundary
-  YHP transfer boundary
-  NC transfer boundary



Responsibility is not accepted for errors made by others in scaling from this drawing. All construction information should be taken from figured dimensions only.



Stride Treglown

Architecture Town Planning Interior Design Building Surveying Landscape Architecture Graphic Design
Promenade House, The Promenade, Clifton Down, Bristol BS8 3ME
T 0117 974 3271 F 0117 974 9207 www.stride-treglown.co.uk

STATUS

FOR INFORMATION

PROJECT
31564 Cranbrook MPB

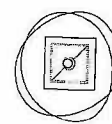
DRAWING TITLE
Land Registry Plan

SCALE	DATE	DRAWN	CHK	DRAWING NUMBER	REV.
1:500	26.06.13	JMK	CH	LP(90)006	B

A1

DATE	REV	NAME
27.06.13	1	JK
02.07.13	2	JK

DATE	REV	NAME	NOTE
27.06.13	1	JK	revised ground levels
02.07.13	2	JK	revised ground levels



20-25cm girth semi-mature trees in 'Urban tree pit' with Amsterdam tree sand. Steel tree grille frame to take paving inlay as flush continuation of adjacent surface finish. Refer to tree pit details and Landscape Specification.



Porous surfacing to tree pits: Sureset or equal equivalent porous resin bound paving; 6mm, Barley Beach aggregate.



Block paving to main square; Kilsaran 'Mellifont'; Rustic colour, 240x160x80mm, laid herringbone. Contrasting block to de-mark parking bays.



Block paving as contrasting banding; Kilsaran 'Mellifont'; Charcoal colour, 240x160x80mm, laid stretcher course.



Paving to pedestrian areas; Kilsaran 'Newgrange'; Silver grey textured finish, 600x400x80mm, laid stretcher bond.



Kerbs - Charcon CSK textured kerbs or equal equivalent and to match MLR route road kerbs - size 125x205x14mm

FURNITURE



Cycle stands (1)
Townscape 'Palo' or equal equivalent stainless steel stand, below ground fix - brushed stainless steel finish, 1000mm spacing between stands.



Seating (2)
Bench 1800mm long x 356mm wide x 660mm high FSC hardwood by Woodscape or equal equivalent. Ref: Type 2SS



BOLLARDS (3)
Woodscape FSC hardwood timber bollard or equal equivalent with round profile - dimensions: 1200x150 Ø



COLUMN LIGHTING (4)
Avenue Deco 3 meter conical column, grey anthracite textured powder coated, root mounted, with Avenue Deco lanterns. Column positions and numbers to be confirmed by M&E engineer.



CANOPY
Canopy to building. See MPB application for details



APPLICATION BOUNDARY

+23.25

LEVELS
Proposed strategic levels. Detailed levels to be confirmed by Engineer

Precedent images of furniture



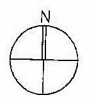
1

2

3

4

- Notes
- Detailed levels and drainage to Civil Engineers proposals.
 - Sub base to Engineers design and specification.
 - Detail of lighting to M&E Engineers design and specification.
 - Final details of Electric car charge point, festive tree anchor point, parking meter, signage and 'pop-up' power point, to be agreed and subject to EDDC requirements. Detail of 'Additional Items' to M&E Engineers design and specification.
 - Ducting and cover plate ONLY to be installed to car charge point and parking meter.



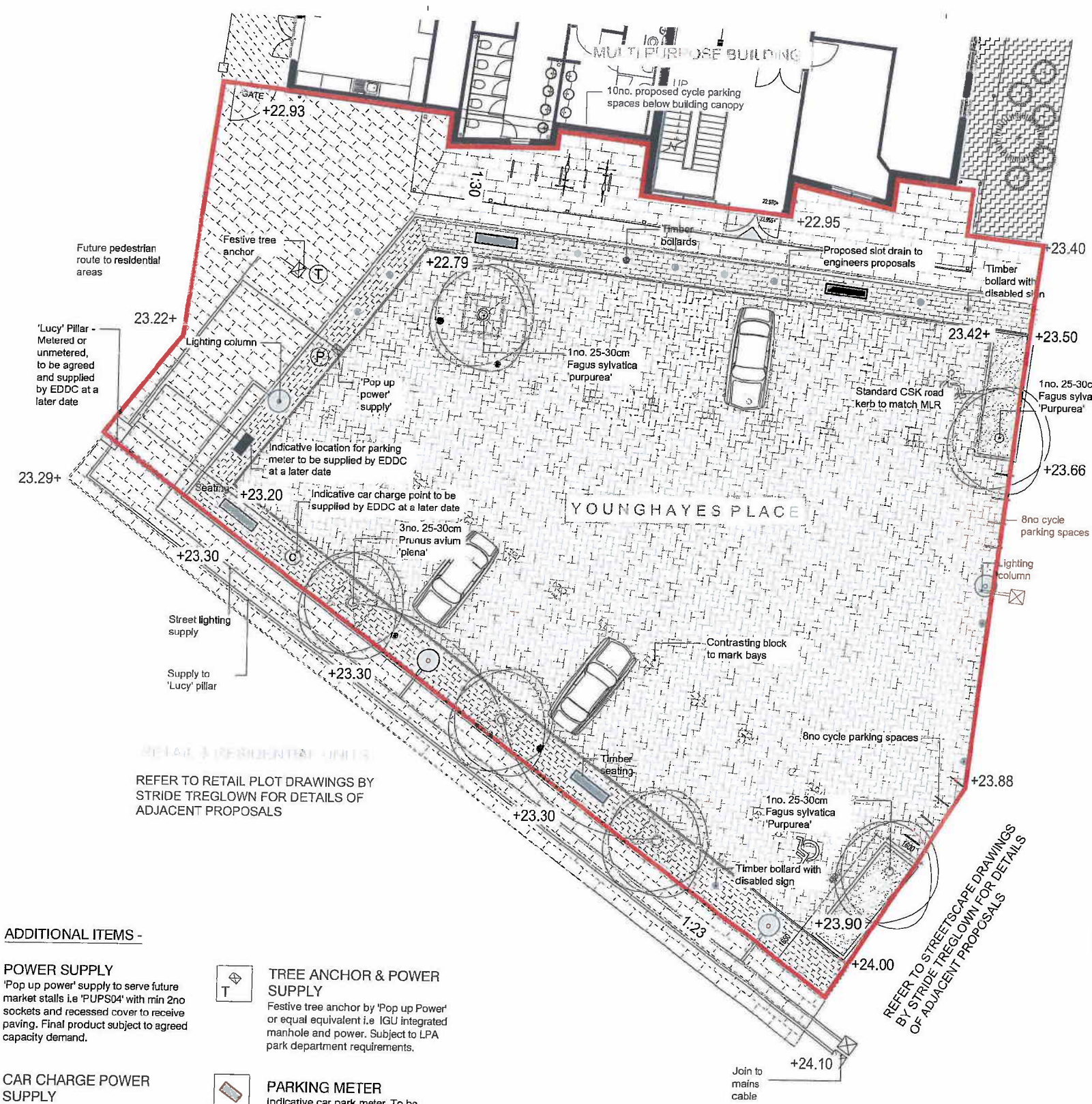
PROJECT

Crانبрук
Multi Purpose Building (NEIGHBOURHOOD SQUARE)

DRAWING TITLE

Landscape Layout

SCALE	DATE	DRAWN	CHK	DRAWING NUMBER	REV.
1:100	09/12/11	DS	MJ	31564_SK(90)01	M



ADDITIONAL ITEMS -



POWER SUPPLY
'Pop up power' supply to serve future market stalls i.e. 'PUPS04' with min 2no sockets and recessed cover to receive paving. Final product subject to agreed capacity demand.



TREE ANCHOR & POWER SUPPLY
Festive tree anchor by 'Pop up Power' or equal equivalent i.e. IGU integrated manhole and power. Subject to LPA park department requirements.



CAR CHARGE POWER SUPPLY
Indicative car charge post mount by 'Chargemaster' or equal equivalent. Colour-graphite grey with 2no points. NB. Ducting and cover plate ONLY to be installed. Unit to be supplied by EDDC at a later date



PARKING METER
Indicative car park meter. To be supplied and installed by EDDC. NB. Ducting and cover plate ONLY to be installed.

ELECTRICAL POWER DUCTING ROUTES; To M&E Engineers design and specification.

- 100mm Ø Black duct
- 50mm Ø Black duct
- 100mm Ø Black duct

Responsibility is not accepted for errors made by others in scaling from this drawing. All construction information should be taken from figured dimensions only.

130723	M	DS	
130625	L	DS	
130624	K	DS	
130522	J	CH	
130508	F	CH	
130423	H	DS	MRJ
130416	G	DS	MRJ
130415	E	DS	MRJ
121114	D	DS	JR
120717	D	WS	DS
120626	C	WS	DS
120520	B	WS	DS
111223	A	PAF	-
date	rev	name	chk

Revised amended to suit ownership
Parking meter and car charge ducting notes added.
Further levels added, parking meter and car charge omitted.
MINOR AMENDMENT APPLICATION: Number and location of bollards reviewed following comments from Planning.
Minor amendments to landscape to co-ordinate with adjacent proposals.
Minor amendments to lighting positions and finish of proposed paving.
Indicative electrical ducting routes added to LPA comments.
Additional furniture specification and images added to LPA comments parking bay
Location and specification of additional items added for condition 3
2x2no. parking bays added following LPA comments
Furniture and paving reference to the M&E MPB
Paving simplified, less amended following LPA comments
Indicative lighting columns added for coding
Detail unit

Stride Treglown

Architecture Town Planning Interior Design Building Surveying Landscape Architecture Graphic Design
Promenade House, The Promenade, Clifton Down, Bristol BS8 3NE
T 0117 974 3271 F 0117 974 5207 www.stride-treglown.co.uk

Younghayes Place has reached Completion Standard in order to allow EDDC and its professional advisers the opportunity to inspect the Multi-Purpose Building and Younghayes Place and consider whether the Multi-Purpose Building and Younghayes Place 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 not 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 or Younghayes Place 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 or Younghayes Place has reached Completion Standard they shall issue the Owners with a Certificate of Practical Completion in respect of that land

12.9 The Owners shall not be entitled to Offer to Transfer the Land to EDDC until a Certificate of Practical Completion has been issued by the EDDC in respect of the Multi-Purpose Building. (A Certificate of Practical Completion for Younghayes Place will be issued following Transfer of Younghayes Place and once Younghayes Place has been completed to Completion Standard)

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

5.1.13 Clause 13 of the Principal Agreement shall be deleted and replaced by the following:

13.1 The following provisions of this clause shall apply for the purpose of the Owners' obligation to Offer to Transfer the Land and any part thereof

13.2 The Land 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 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 Land shall be offered to EDDC for a Consideration of £1 or £1 for any part thereof included in such an offer

13.4 EDDC shall 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 Land or such part thereof included in such a Transfer to EDDC pursuant to such contract

5.1.14 Schedule 1 of the Principal Deed shall be replaced by the following:

Owners' Obligations

The Owners covenant with EDDC for itself and its successors in title:

- 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 Owner's cost
- 1.2 That 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 That 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 That 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 That 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 That the Owners shall not commence the construction of the Multi Purpose Building Land until the Specification has been approved by EDDC in accordance with the heads of terms contained in Appendix 2
- 1.7 That 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
 - 1.7.1 the Specification
 - 1.7.2 the Planning Permission
- 1.8 That the Multi-Purpose Building Land 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 On completion of the Multi-Purpose Building to Completion Standard the Owners shall Offer to Transfer the Multi-Purpose Building to EDDC unless such Offer to Transfer has already been made

1.11 That 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 must 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 the 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 Provided That nothing in this clause shall oblige the Owners to agree to a post construction review or to carry out any work that is not required as part of the BREEAM assessment process.

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

1.15 On completion of the Multi-Purpose Building to Completion Standard the Owners shall Offer to Transfer Younghayes Place to EDDC

1.16 The Owners shall lay out and complete to Completion Standard Younghayes Place within the Agreed Completion Period

1.17 The Owners shall lay out and complete to Completion Standard Younghayes Place pursuant to obligation 1.16 in accordance with:

- (i) the Younghayes Place Specification;
- (ii) the Project Agreement and
- (iii) the Reserved Matters Approval

1.18 As soon as reasonably practical after the 31 July 2013 the Owners shall submit to EDDC for its approval the Car Parking Strategy and both parties shall

negotiate the Car Parking Strategy in good faith with the intent to agree the Car Parking Strategy prior to the First Occupation of any retail unit within the Neighbourhood Centre

1.19 The Owners and EDDC shall enter into the Project Agreement on or before

7 October 2013

1.20 On the Transfer of Younghayes Place to EDDC and the completion of Younghayes Place to Completion Standard by the Owners EDDC shall manage the parking on Younghayes Place in accordance with the principles of the Car Parking Strategy and following its approval the approved Car Parking Strategy

1.21 It is hereby agreed between the parties that the Car Parking Strategy shall set out and determine the following matters:

1.21.1 make provision for the use of Younghayes Place for community uses for up to 28 days per year provided that reasonable notice of those uses is provided by EDDC to the retail/commercial occupiers of the Neighbourhood Centre and to users of Younghayes Place and it is agreed that on such days Younghayes Place may not be available for car parking

1.21.2 the waiting restrictions that should be put in place such that the parking places within Younghayes Place are managed as short term parking spaces free to users of the Neighbourhood Retail Centre (but subject to an ability to charge for overstaying and a maximum stay of two hours of free parking) for the users of the Neighbourhood Centre and the users of the Multi Purpose Building; *and*

1.21.3 the financial arrangements for the future maintenance of Younghayes Place including the payment of reasonable financial contributions towards maintenance and management costs of Younghayes Place shared 75:25 respectively between the owners (excluding any residential owners or occupiers) of the Neighbourhood Retail Centre and the Multi Purpose Building (and this may be achieved either by financial contributions or by a leasing or licensing arrangement or any other appropriate arrangement agreed between EDDC and the Owners and at the option of the owners of the Neighbourhood Retail Centre to undertake the maintenance of Younghayes Place and for EDDC to pay such owners 25% of the cost for so doing

1.21.4 *that* no spaces shall be specifically allocated to either the users of the Multi Purpose Building or the Neighbourhood Retail Centre)

1.22 The Owners shall lay out to the reasonable satisfaction of EDDC 10 (ten) car parking spaces on the land comprising the Additional Car Parking Spaces as soon as reasonably practicable and in any event prior to Friday [6] September 2013

1.23 On completion of the Multi-Purpose Building to Completion Standard the Owners shall Offer to Transfer the Additional Car Parking Spaces to EDDC

1.24 It is hereby agreed by EDDC that in accepting a Transfer of the Additional Car Parking Spaces EDDC agrees to negotiate in good faith with the Owners to transfer the Additional Car Parking Spaces back to the Owners in the event that the Owners reasonably require the land on which the Additional Car Parking Spaces are situated for other purposes Provided Always that the Owners provide replacement land for the same number of parking spaces located no less conveniently in relation to the MPB than the Additional Car Parking Spaces prior to any transfer of the Additional Car Parking Spaces back to the Owners

1.25 Within 13 weeks of the date of the Retail Units Reserved Matters Approval the Owners shall lay out 10 (ten) on street parking spaces on the eastern side of the Main Local Route adjacent to the First Primary School the Owners shall: lay out the said spaces in accordance with the details set out in the Temporary Standard and make those spaces available for use as public parking spaces free of charge and maintain them as such

1.26 Prior to the First Occupation of any retail unit within the Neighbourhood Centre the Owners shall lay out 20 (twenty) on street parking spaces on the western side of the Main Local Route adjacent to the Multi Purpose Building in accordance with the Retail Units Reserved Matters Approval (or such other number on street parking spaces as may be permitted under that approval) and make those spaces available for use as public parking spaces free of charge and maintain them as such

1.27 EDDC hereby agrees and covenants that if the car parking spaces in 1.25 and 1.26 are adopted as part of the public highway EDDC shall assist the Owners in any application to Devon County Council as Highway Authority to restrict use of the said parking spaces to short term parking

1.28 For the purposes of the planning obligations set out at paragraphs 1.16, 1.17, 1.18, 1.19, 1.22, 1.23, 1.25 and 1.26 and notwithstanding any Transfer(s) of the Land to EDDC it is hereby agreed that those planning obligations shall continue to be the responsibility of and enforceable by EDDC against the Owners as original covenanting parties (or any successors in title to the Owners excluding EDDC) until such time as the obligations in paragraphs 1.16, 1.17, 1.18, 1.19, 1.22, 1.23, 1.25 and 1.26 shall have been complied with in full

5.1.15 There shall be inserted as Schedule 2 to the Agreement the following Schedule (and reference to this Schedule shall be added to the table of contents of the Agreement):

Schedule 2

Obligations of the Owners of the Neighbourhood Retail Centre

The Owners as owners of the Neighbourhood Retail Centre covenant with EDDC for themselves and their successors in title that:

- 1 If the Car Parking Strategy requires the owners of the Neighbourhood Retail Centre to undertake the maintenance of Younghayes Place to comply with such requirements and EDDC hereby covenant to make any consequent payment towards such costs as agreed in the Car Parking Strategy (or as assessed by expert determination in the case of dispute up to a maximum of 25% of the total of such maintenance costs)
- 2 Unless the owners of the Neighbourhood Retail Centre undertake the maintenance of Younghayes Place they shall pay 75% of the reasonable maintenance costs in respect of the use of Younghayes Place as required by the Car Parking Strategy
- 3 If there is no agreed Car Parking Strategy in effect at any time the owners of the Neighbourhood Retail Centre shall nevertheless pay 75% of the reasonable maintenance costs of Younghayes Place to EDDC (or such other person who has responsibility for such maintenance from time to time) for the maintenance of Younghayes Place (such charges to be determined by expert determination in absence of agreement)
- 4 The obligations contained in this Deed upon the Owners of the Neighbourhood Retail Centre to contribute to the maintenance of Younghayes Place shall continue whether or not Younghayes Place becomes vested (whether by transfer of the fee simple or lease or otherwise) in a Town or Parish Council for Cranbrook

5.1.16 There shall be inserted as Appendix 4 to the Agreement the following appendix (and reference to this appendix shall be added to the table of contents of the Agreement):

Appendix 4

Younghayes Place Specification

The following outlines the minimum specification for Younghayes Place

Minimum requirements:

- Minimum 26 number cycle parking spaces
- Minimum 14 number car parking spaces (at least two of which are to be sized for disabled use – to minimum standards prescribed by Devon County Council)
- Minimum 5 number seating benches – specifications to be in accordance with details approved under condition 24 of Outline Planning Consent 03/P1900 granted 29 October 2010
- Street lighting – specifications agreed under reserved matters planning application 12/1662/MRES
- Below ground ducting to provide for at least 2 number electric car charge

points – specifications and locations agreed under reserved matters planning application 12/1662/MRES

- Below ground ducting to provide for at least 1 number parking meter - specifications and locations agreed under reserved matters planning application 12/1662/MRES
- 'Pop-up' power points to provide electricity for outdoor events – number, locations and specifications agreed under reserved matters planning application 12/1662/MRES
- 'Tree anchor point' – to allow for seasonal fixing of Christmas tree - location and specification agreed under reserved matters planning application 12/1662/MRES and
- Materials palette for hard surfacing agreed under reserved matters planning application 12/1662/MRES

5.1.17 Appendix 1 to the Principal Deed shall be replaced by the form of draft transfer appended to this Deed of Variation and marked as Appendix 1

6 FEES

6.1 Upon completion of this Deed of Variation the Owners shall pay to EDDC its legal costs in preparing amending and completing this Deed of Variation

EXECUTED AS A DEED the parties hereto intend this agreement to take effect as a Deed

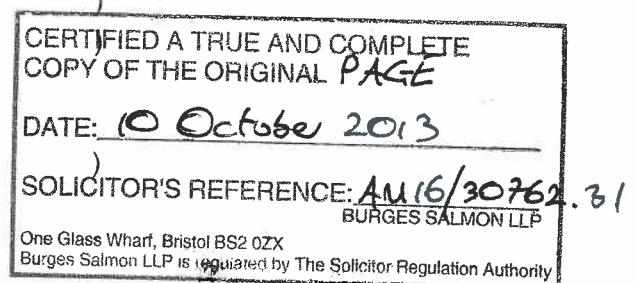
IN WITNESS whereof this Deed of Variation was executed and delivered as a deed on the day and year first above written

THE COMMON SEAL of **HALLAM LAND MANAGEMENT LIMITED** was hereunto affixed in execution as a deed in the presence of:



EXECUTED AS A DEED by **TAYLOR WIMPEY DEVELOPMENTS LIMITED** acting by its Attorneys:

in the presence of



THE COMMON SEAL of EAST DEVON

DISTRICT COUNCIL was hereunto

affixed in execution as a deed

in the presence of:

)

)

)

)

points – specifications and locations agreed under reserved matters planning application 12/1662/MRES

- Below ground ducting to provide for at least 1 number parking meter - specifications and locations agreed under reserved matters planning application 12/1662/MRES
- 'Pop-up' power points to provide electricity for outdoor events – number, locations and specifications agreed under reserved matters planning application 12/1662/MRES
- 'Tree anchor point' – to allow for seasonal fixing of Christmas tree - location and specification agreed under reserved matters planning application 12/1662/MRES and
- Materials palette for hard surfacing agreed under reserved matters planning application 12/1662/MRES

5.1.17 Appendix 1 to the Principal Deed shall be replaced by the form of draft transfer appended to this Deed of Variation and marked as Appendix 1

6 FEES

6.1 Upon completion of this Deed of Variation the Owners shall pay to EDDC its legal costs in preparing amending and completing this Deed of Variation

EXECUTED AS A DEED the parties hereto intend this agreement to take effect as a Deed

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

THE COMMON SEAL of **HALLAM LAND MANAGEMENT LIMITED** was hereunto affixed in execution as a deed in the presence of:

CERTIFIED A TRUE AND COMPLETE COPY OF THE ORIGINAL DATE: 10.10.2013 SOLICITOR'S REFERENCE: 1416/30762 31 BURGES SALMON LLP One Glass Wharf, Bristol BS2 0ZX Burgess Salmon LLP is regulated by The Solicitor Regulation Authority

EXECUTED AS A DEED by **TAYLOR WIMPEY DEVELOPMENTS LIMITED** acting by its Attorneys:

in the presence of

[Signature]

) *Diana Cummings*
) *[Signature]*
) *[Signature]*
JAMES BALL

DEBBIE FITZPATRICK
Taylor Wimpey UK Limited
600 Park Avenue
Aztec West
Bristol
BS32 4SD

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

points – specifications and locations agreed under reserved matters planning application 12/1662/MRES

- Below ground ducting to provide for at least 1 number parking meter - specifications and locations agreed under reserved matters planning application 12/1662/MRES
- 'Pop-up' power points to provide electricity for outdoor events – number, locations and specifications agreed under reserved matters planning application 12/1662/MRES
- 'Tree anchor point' – to allow for seasonal fixing of Christmas tree - location and specification agreed under reserved matters planning application 12/1662/MRES and
- Materials palette for hard surfacing agreed under reserved matters planning application 12/1662/MRES

5.1.17 Appendix 1 to the Principal Deed shall be replaced by the form of draft transfer appended to this Deed of Variation and marked as Appendix 1

6 FEES

6.1 Upon completion of this Deed of Variation the Owners shall pay to EDDC its legal costs in preparing amending and completing this Deed of Variation

EXECUTED AS A DEED the parties hereto intend this agreement to take effect as a Deed

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

THE COMMON SEAL of HALLAM)
LAND MANAGEMENT LIMITED was hereunto affixed in)
execution as a deed in the presence of:)

EXECUTED AS A DEED by TAYLOR)
WIMPEY DEVELOPMENTS LIMITED acting by)
its Attorneys:)

in the presence of)

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

R.A. Wheeler

Authorised officer



18863

Appendix 1 - Transfer

Land Registry

Transfer of part of registered title(s)

24/10/20

TP1

Authorised Officer

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

1	Title number(s) out of which the property is transferred: DN548989 DN351615
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property:</p> <p>Land comprising the Multi purpose building shown edged blue, Younghayes Place car park shown edged green and additional parking spaces at Cranbrook New Community, Exeter shown edged red</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: edged blue, edged green and edged red</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date:
5	<p>Transferor: Hallam Land Management Limited and Taylor Wimpey Developments Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: Hallam Land Management Limited 2456711 Taylor Wimpey Developments Limited 00643420</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in England and Wales including any prefix:</p>
6	<p>Transferee for entry in the register: East Devon District Council</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (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</p>
8	The transferor transfers the property to the transferee

9 Consideration

- ☒ The transferor has received from the transferee for the property the following sum (in words and figures): **One Pound (£1)**
- ☐ The transfer is not for money or anything that has a monetary value
- ☐ Insert other receipt as appropriate:

10 The transferor transfers with

- ☒ full title guarantee
- ☐ limited title guarantee

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.

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:-

10.2.1 contained or referred to in this deed;

10.2.2 now recorded in registers open to public inspection;

10.2.3 apparent on inspection or rights acquired through long use whether or not apparent on inspection

11 Declaration of trust. The transferee is more than one person and

- ☐ they are to hold the property on trust for themselves as joint tenants
- ☐ they are to hold the property on trust for themselves as tenants in common in equal shares
- ☐ they are to hold the property on trust:

12 Additional provisions

Definitions

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:-

12.1.1 "**Additional Car Parking Spaces**" means the car parking spaces to be constructed on that part of the Property shown edged red on the Plan

12.1.2 "**the Covenant Owners**" means Taylor Wimpey Developments Limited, Hallam Land Management Limited and Persimmon Homes Limited

12.1.3 "**Customer Agreement**" means an agreement for the supply of hot water to the MPB transferred by E.ON UK Plc in the form of the draft referred to in the Deed of Grant and Covenant

12.1.4 "**Deed of Covenant**" shall have the meaning assigned to it in the Rentcharge Deed

12.1.5 "**Deed of Grant and Covenant**" means a Deed of Grant and Covenant dated 24 June 2011 between Hallam Land Management Limited and Taylor Wimpey Developments Limited (1) and

- 12.1.6 **"the Estate"** means the property defined as the "Land" in the Section 106 Agreement and the Retained Land
- 12.1.7 **"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
- 12.1.8 **"Management Company"** means Cranbrook Limited (company number 7655648)
- 12.1.9 **"MPB"** means that part of the Property being the multi purpose building and shown edged blue on the Plan
- 12.1.9A **"MPB Footpath"** means an area of land one (1) metre in width running along the boundary of the MPB with Younghayes Place from the point marked point A on the Plan – being the south-western corner of the MPB adjoining Younghayes Place; to point marked as point B – on the plan being the south-eastern corner of the MPB adjoining Younghayes Place
- 12.1.10 **"Permitted Use" means**
- for the MPB** the use for the land to incorporate a community building and which shall incorporate the Town Council Offices and accommodate the Temporary Ambulance Land and the Temporary Police Land (both as defined in the Section 106 Agreement) and health and social care facilities and other community uses and any other ancillary commercial uses
- for the Additional Car Parking Spaces** the use as car parking in association with the MPB
- for Younghayes Place** the use for free short term car parking for up to a 2 hour period in connection with the MPB and the adjacent retail/commercial development and in accordance with the Car Parking Strategy to be agreed under the terms of the Section 106 Agreement except for 28 days per year when it may be used for community uses and or events (such as but not limited to May fairs, farmers markets etc)
- 12.1.11 **"the Plan"** means the attached plan
- 12.1.12 **"Rentcharge"** means the rentcharge payable under the Rentcharge Deed
- 12.1.13 **"Rentcharge Deed"** means a rentcharge deed dated 24 June 2011 made between (1) Hallam Land Management Limited and Taylor Wimpey Developments Limited and (2) the Management Company
- 12.1.14 **"the Retained Land"** means the land comprised in the above titles excluding the Property.
- 12.1.15 **"Section 106 Agreement"** means an agreement relating to land North of Rockbeare, Devon dated 3 December 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 Developments Limited (3) Hallam Land Management Limited (4) Persimmon Homes Limited (5) Redrow Homes Limited (6) and others and any subsequent variations or supplemental agreements entered into.
- 12.1.16 **"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.
- 12.1.17 **"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.

- 12.1.18 **"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.
- 12.1.19 **"Sewer"** shall be deemed to include manholes, ventilation shafts pumps rising mains and other accessories (and "Sewers" shall be interpreted accordingly).
- 12.1.20 **"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.
- 12.1.21 **"Temporary Use"** shall be as defined in the Section 106 Agreement.
- 12.1.22 **"Unbuilt Property"** means such area(s) of the Property which are not built upon and for the avoidance of doubt shall include Younghayes Place and the Additional Car Parking Spaces
- 12.1.23 **"the Transferor"** and **"the Transferee"** shall include the successors in title of the Transferor and the Transferee respectively
- 12.1.24 **"Younghayes Place"** means the car park known as Younghayes Place and being that part of the Property shown edged green on the Plan
- 12.1.25 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 relevant to each respective part of the Property until the earlier of:
- 12.4.1.1 25 years from the date of this transfer;
- 12.4.1.2 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 donee in favour of the Transferor in which the donee 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 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
- 12.5.4 Upon the completion of this Transfer to enter into a Customer Agreement and not to transfer the MPB unless at the same time as such transfer is completed the transferee enters into a Customer Agreement
- 12.5.5 To observe and perform the provisions of the Rentcharge Deed so far as the same relates to the Property and to pay the Rentcharge reserved thereby in respect of the Property and not to transfer the Property unless at the same time as such transfer is completed the transferee enters into a Deed of Covenant and delivers the same to the Management Company
- 12.5.6 On request from the Transferor to join in and execute any agreement for the purpose of consent and dedication as landowner only for the adoption of the Estate Roads and Footways and any Statutory Agreement and any variations or supplemental agreements under section 106 of the Town and Country Planning Act 1990

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

- 12.7 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:-
 - 12.7.1 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 or 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 specific damage it causes and contributes a fair proportion according to use of the cost of cleaning, maintaining, repairing and reinstating all such Estate roads and footways)

- 12.7.2 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 specific damage it causes and contributes a fair proportion according to use of the cost of cleaning maintaining repairing and reinstating all such Service Installations)

12.8 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 clauses 12.4.3 12.5.4 and 12.5.5 of a Transfer dated ▼ 2013 between Hallam Land Management Limited and Taylor Wimpey Limited (1) and East Devon District 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 plant 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
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. All other necessary rights necessary to use the Property for the Permitted Use
9. The rights of entry granted by this First Schedule are subject to the Transferee or other person or body exercising such right:
- 9.1 Causing as little inconvenience as reasonably practicable to the Transferor in the exercise of these rights;
- 9.2 Complying with all statutory requirements and obligations in relation to the rights of entry and the carrying out of any works;
- 9.3 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.
- 9.4 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:
- 1.1 Upon reasonable notice (in writing) 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 written 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 written 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 (upon reasonable prior written notice) 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
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.
7. The free and uninterrupted right for the Transferor and the owners and occupiers of the adjoining and neighbouring parts of the Estate and all others authorised by the Transferor to pass at all times on foot only over the footpaths on Younghayes Place and the MPB Footpath which are in existence at the date hereof or constructed hereafter to gain access to and egress from the other parts of the Estate Provided That the Transferee may (at any time) serve notice on the Transferor notifying the Transferor of the intention to relocate the MPB Footpath to an equitable and convenient alternative location within the Property if the Transferee desires to redevelop the Property or any part of it and from the date of such notice the right reserved by this paragraph 7 shall be varied accordingly and the Transferor shall execute such Deed of Variation as the Transferee shall reasonably require to record such variation and Further Provided That such relocation shall be at the cost of the Transferee and the Transferee shall procure that any interruption to the exercising of this right of way by the Transferor shall be minimised as far as reasonably practicable.

13 Execution

Executed as a Deed by **TAYLOR WIMPEY DEVELOPMENTS LIMITED** acting by its attorneys in the presence of:

Executed as a Deed by **HALLAM LAND MANAGEMENT LIMITED** acting by its attorneys in the presence of:

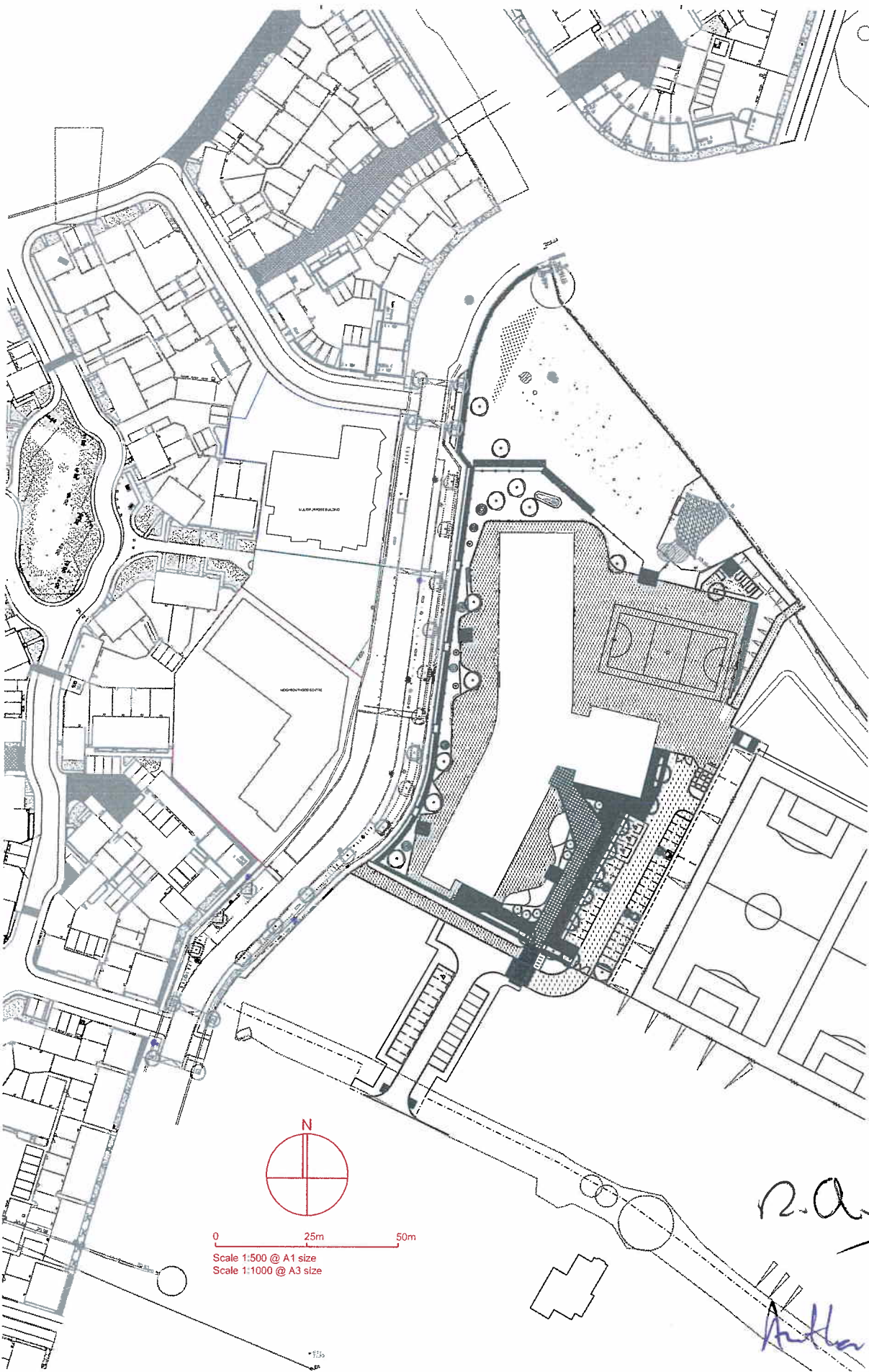
The **COMMON SEAL** of **EAST DEVON DISTRICT COUNCIL** was hereunto affixed in the presence of:

WARNING

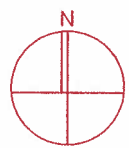
If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.



- LEGEND
- Parking transfer boundary
 - MPB boundary
 - YHP transfer boundary
 - NC transfer boundary



0 25m 50m
 Scale 1:500 @ A1 size
 Scale 1:1000 @ A3 size

N.A. Cole

Authorised office

Responsibility is not accepted for errors made by others in scaling from this drawing. All construction information should be taken from figured dimensions only.

Stride Treglown

Architects Team Planning Interior Design Building Services Landscape Architecture Graphic Design
 Promenade House, The Promenade, Clifton Down, Bristol BS8 3JH
 T 0117 974 3271 F 0117 974 5207 www.stride-treglown.co.uk

PROJECT
 31564 Cranbrook MPB

DRAWING TITLE
 Land Registry Plan

SCALE	DATE	DRAWN	CHK	DRAWING NUMBER	REV.
1:500	26.06.13	JMK	CH	LP(90)006	B

date	rev	name	chk	note
27.06.13	1	JMK		

STATUS
 FOR INFORMATION