

DATED

20th November

2020

East Devon District Council (1)

and

Persimmon Homes Limited (2)

GALILEO 6 AFFORDABLE HOUSING – SUPPLEMENTAL DEED

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

This Supplemental Deed is made the 20th day of November 2020

Between:

- (1) **EAST DEVON DISTRICT COUNCIL** of Blackdown House, Border Road, Heathpark Industrial Estate, Honiton, EX14 1EJ ("EDDC")
- (2) **PERSIMMON HOMES LIMITED** whose registered office is at Persimmon House Fulford York YO1 4RE ("Persimmon")

Background

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

Introduction

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

- (A) EDDC is the Local Planning Authority for the purposes of the Act for the district within which the Land is situated
- (B) This Supplemental Deed is to supplemental to the Principal Agreement (as herein defined) in respect of land known as Galileo 6 being part of the Land
- (C) This Supplemental Deed is made in accordance with section 106A of the Act section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011
- (D) The New Community Partners ("NCP") now comprise of Taylor Wimpey Hallam and Persimmon following Redrow Homes Limited having no further interest in the Land
- (E) Persimmon have acquired the freehold of all of Galileo 6 being the land the subject of this Supplemental Deed and are thus "the Owners" for the time being of Galileo 6 for the purposes of the Principal Agreement
- (F) Persimmon have agreed with EDDC that certain provisions in Schedule 1 of the

Principal Agreement relating to the delivery of affordable housing shall not apply to Galileo 6 in favour of the obligations set out in this Supplemental Deed in respect of:

- The Affordable Housing tenure mix within Galileo 6

All other provisions of the Principal Agreement shall continue to apply to Galileo 6

- (G) The parties hereto have agreed to enter into this Supplemental Deed to vary the terms of the Principal Agreement in respect of the Land within Galileo 6

1 OPERATIVE PROVISIONS

- 1.1 In pursuance of sections 106A of the Act section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and all other enabling provisions powers it is **HEREBY AGREED AND DECLARED** by and between the parties as follows:
- 1.2 This Supplemental Deed shall become effective upon the date of completion hereof
- 1.3 Save as varied by this Supplemental Deed the Principal Agreement shall remain in full force and effect in relation to the Land and Galileo 6
- 1.4 This Supplemental Deed is entered into under Section 106 and 106(A)(1)(a) of the Act and creates planning obligations for the purposes of the Act and is enforceable by the EDDC as local planning authority

2 INTERPRETATION

- 2.1 In this Supplemental Deed the following definitions shall apply:

"the Principal Agreement"	<p>means the agreement dated 29 October 2010 made under section 106 of the Act between East Devon District Council (1) Devon County Council (2) Taylor Wimpey Developments Limited (3) and Hallam Land Management Limited (4) Persimmon Homes (South West) Limited (5) Redrow Homes Limited (6) the Owners (7) and the Chargees (8) relating to land north of Rockbeare Devon (Cranbrook) as varied by:</p> <p>(a) A deed of variation dated 26 November 2013 made between East Devon District Council (1) Devon County Council (2) Taylor Wimpey Developments Limited (3) Hallam Land Management Limited (4) Persimmon Homes (South West) Limited (5) Bovis Homes Limited (6) Sovereign Living Limited (7) and Westco Properties Limited (8)</p>
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	<p>(b) A deed of variation dated 26 November 2013 made between East Devon District Council (1) Devon County Council (2) Taylor Wimpey Developments Limited (3) Hallam Land Management Limited (4) Persimmon Homes Limited (5) Bovis Homes Limited (6) Sovereign Living Limited (7) and Westco Properties Limited (8)</p> <p>(c) A deed of variation dated 24 November 2014 made between East Devon District Council (1) Devon County Council (2) Taylor Wimpey Developments Limited (3) Hallam Land Management Limited (4) Persimmon Homes Limited (5) Bovis Homes Limited (6) Sovereign Living Limited (7) Westco Properties Limited (8) and Devon and Cornwall Housing Limited (9)</p> <p>(d) A deed of variation dated 13 May 2016 made between East Devon District Council (1) Devon County Council (2) Taylor Wimpey Developments Limited (3) Hallam Land Management Limited (4) Persimmon Homes Limited (5) Bovis Homes Limited (6) Sovereign Living Limited (7) Westco Properties Limited (8) and Devon and Cornwall Housing Limited (9)</p> <p>(e) A deed of variation dated 8 December 2016 made between Devon County Council (1) Taylor Wimpey Developments Limited (2) Hallam Land Management Limited (3) Persimmon Homes Limited (4)</p> <p>(f) A deed of variation dated 18 May 2018 made between East Devon District Council (1) Devon County Council (2) Taylor Wimpey Developments Limited (3) Hallam Land Management Limited (4) Persimmon Homes Limited (5)</p> <p>(g) A deed of variation dated 16 November 2018 made between East Devon District Council (1) Taylor Wimpey Developments Limited (2) Hallam Land Management Limited (3) Persimmon Homes</p>
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	Limited (4) (h) A deed of variation dated 17 October 2019 made between East Devon District Council (1) Taylor Wimpey Developments Limited (2) Hallam Land Management Limited (3) Persimmon Homes Limited (4)
“Galileo 6”	Means the parts of the land edged red on Plan 1
“Plan 1”	Means the drawing number 2019-CRAN – RL100 – C1 attached to this Supplemental Deed at Appendix 1 showing the parts of the Land comprising Galileo 6
“Plan 2”	Means the drawing number 2019-CRAN – 125 – C9 attached to this Supplemental Deed at Appendix 1 showing the Dwellings that have been identified as Affordable Housing and their tenure

- 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 Supplemental Deed
- 2.3 The Definitions and clauses of the Principal Agreement shall be incorporated into this Supplemental Deed as if the same was set out herein in full
- 2.4 References to clauses paragraphs schedules and appendices are references to the Principal Deed unless the contrary intention is shown

3 ENFORCEMENT

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

4 SUPPLEMENTAL PROVISIONS

- 4.1 From the date of this Supplemental Deed the terms set out in Schedule 1 relating to Affordable Housing shall apply to Galileo 6 but not to any other part of the Land
- 4.2 It is hereby agreed between EDDC and Persimmon that provided the terms of this Supplemental Deed are complied with in full that such compliance shall be deemed to amount to full compliance with the terms of Schedule 1 of the Principal Agreement

(and any other obligations relating to the provision of Affordable Housing on the Land in relation to Galileo 6) and specifically that any deficit in the number of Affordable Housing units provided on Galileo 6 (as measured against the Affordable Housing Optimum Mix or Affordable Housing Base Mix (as appropriate)) shall not be required to be provided elsewhere on the Land

5 FEES

Upon completion of this Supplemental Deed Persimmon shall pay to EDDC their legal costs in preparing amending and completing this Supplemental Deed

6 COUNTERPARTS

This Supplemental Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement

SCHEDULE 1

Affordable Housing

- 1 Persimmon hereby covenants with EDDC on behalf of itself and its successors in title that:

Approval to the Affordable Housing Plan

- 1.1 For the purposes of Galileo 6 the Affordable Housing Plan (which for the avoidance of doubt is appended to this Deed) shall be Plan 2 unless otherwise agreed in writing by EDDC
- 1.2 Persimmon shall use all reasonable commercial endeavours to enter into a RP Agreement for the Transfer of the RP Units in respect of Galileo 6 (and in accordance with the Affordable Housing Plan) to a Registered Provider upon the following terms:
- (a) that the Transfer Values to be paid in respect of each Social Rented Unit and each HomeBuy Unit shall be as set out in Tables 1A and 1B of Part 2 of the Affordable Housing Appendix (as set out in the Principal Agreement)
 - (b) Persimmon shall confirm to EDDC whether an RP Agreement has been entered into within 3 months of the date of this Supplemental Deed
- 1.3 If despite using all reasonable commercial endeavours it has not been possible to enter into an RP Agreement for the Transfer of the RP Units in respect of Galileo 6 by the date specified in paragraph 1.2 of this Schedule Persimmon and EDDC shall work together for a period of not less than 3 months to seek an alternative solution whereby the RP units are retained as Affordable Housing and Persimmon receives the same consideration as it would have received under the RP Agreement.
- 1.4 If it has not been possible (despite both parties using all reasonable commercial endeavours) to agree an alternative solution under the terms of paragraph 1.3 of this Schedule it shall be deemed that there have been no Compliant Bids for the purposes of paragraph 1.6 of this Schedule and Persimmon shall (unless otherwise agreed in writing with EDDC) make an Offer to Transfer as required by paragraph 1.7 of this Schedule and thereafter the provisions of paragraph 1.8 of this Schedule shall apply (if appropriate)

General Terms

- 1.5 The Affordable Housing shall be constructed in the locations shown on the Affordable Housing Plan and so that in terms of their external appearance they are materially indistinguishable from the Open Market Dwellings
- 1.6 Subject to the provisions of clause 13 of the Principal Agreement (which it is hereby agreed shall specifically apply to the provision of Affordable Housing under this Deed) and paragraph 1.8 of this Schedule the Affordable Housing shall be maintained as Affordable Housing in perpetuity and shall not be used other than for the provision of Affordable Housing

Transfer to EDDC

- 1.7 If the terms of paragraph 1.4 of this Schedule apply and it is deemed that no Compliant Bids are received then Persimmon shall Offer to Transfer to EDDC or such other body nominated by EDDC 10% of the Dwellings in Galileo 6 at the Transfer Values set out in Table 3 of Part 2 of the Affordable Housing Appendix as set out in the Principal Agreement (Index Linked) such RP Units shall be an even mixture (so far as is practicable) of two (2) and three (3) bedroom Dwellings and which shall be constructed to the standards set out in paragraph 1.13 (excluding paragraph 1.13(c)) of this Schedule

Release of Affordable Housing Obligations

- 1.8 If EDDC do not accept the Offer to Transfer made by Persimmon as set out in paragraph 1.7 above within three (3) months of such written offer being made there will be no further obligation upon Persimmon to transfer the RP Units in Galileo 6 either to EDDC or to a Registered Provider and those RP Units shall be free of any restrictions contained in this Schedule (or in the Principal Agreement) and may be sold as Open Market Dwellings even though such Dwellings may have been provisionally identified as Affordable Housing Units in the relevant Detailed Application and on the Affordable Housing Plan provided always that the terms of this Schedule have been complied with

General Terms of Transfer to a Registered Provider

- 1.9 Where under the provisions of this Schedule there is an obligation on the Persimmon to transfer RP Units to a Registered Provider such Transfers shall be subject to the following conditions:
 - 1.9.1 that the Social Rented Units the HomeBuy Units and the Affordable Rented Dwellings (if any) shall not be used other than for the provision of Affordable Housing but with the proviso that this shall cease to apply in the circumstances outlined in clause 13 of the Principal Agreement

1.9.2 that the Nominations Agreement contained in Appendix 23 of the Principal Agreement shall apply in respect of the Social Rented Units the HomeBuy Units and the Affordable Rented Dwellings (if any) and nomination of Designated Persons to the Social Rented Units HomeBuy Units and Affordable Rented Dwellings (if any) shall be in accordance with the appropriate Nominations Agreements

1.9.3 that Transfer of the Social Rented Units HomeBuy Units and Affordable Rented Dwellings (if any) shall be with:

- (a) full title guarantee
- (b) vacant possession
- (c) free from encumbrances other than existing at the time of transfer (save for any financial charges)
- (d) the benefit of any existing rights easements quasi easements and rights of drainage or access as would benefit the Social Rented Units Affordable Rented Dwellings or HomeBuy Units (if any) through on over or under the remainder of the Development of the Land

and Persimmon shall provide evidence to EDDC that the RP Agreement(s) have been entered into in accordance with this Supplemental Deed

1.10 Persimmon will provide EDDC with a copy of the Transfer of the Social Rented Units the HomeBuy Units and the Affordable Rented Dwellings (if any) to a Registered Provider pursuant to this Supplemental Deed within ten (10) Working Days of completion of the Transfer (save in the case that EDDC are the purchaser of the relevant Affordable Housing Units)

Nominations

1.11 As to any Affordable Housing provided in Galileo 6 EDDC has the right to nominate Designated Persons to 100% of the Initial Disposals and to 75% of the Subsequent Disposals of Affordable Housing in that Sub Phase

Timing of Construction and Transfer of the Affordable Housing

1.12 The construction and Offer to Transfer of the Social Rented Units and HomeBuy Units and Affordable Rented Dwelling to a Registered Provider or to EDDC (as appropriate) pursuant to this Schedule shall be completed before First Occupation of 60% of the Open Market Dwellings to be built within Galileo 6

1.13 The Social Rented Units HomeBuy Units and Affordable Rented Dwellings (if any) shall be constructed to comply with the following standards relevant at the date of

entering into the RP Agreement with the Registered Provider for the Transfer of the Social Rented Units the HomeBuy Units and Affordable Rented Dwellings (if any) together with:

- (a) Buildmark Choice
- (b) NHBC Contamination Cover and
- (c) the specifications of the Registered Provider(s)
- (d) Code For Sustainable Homes Star Rating Three (***)
- (e) Building Regulations
- (f) Planning Permission or the Second Planning Permission
- (g) the latest version of the Housing Corporation publication "Design and Quality Standards" (or such other standards as may be agreed between the HCA and the Owners)

Affordable by Design Housing Units

- 1.14 There shall be no requirement to provide Affordable by Design Housing Units on Galileo 6

Designated Protection Area

~~1.15 No RP Agreement shall permit the tenant of a HomeBuy Unit to staircase to 100% unless the DPA Order has been lifted in respect of the land to which such RP Agreement relates. Provided That any RP Agreement may permit a Homebuy Unit tenant to staircase to 100% if or when the DPA Order is lifted (after the date of the RP Agreement).~~ *CC Clarke*



⁵
~~1.16~~ ⁵ *CC Clarke* If the DPA Order is lifted, the Registered Provider shall ensure that any Staircasing Receipts shall be used only for the provision of Affordable Housing (which shall include the improvement or alteration of Affordable Housing) in the administrative area of EDDC

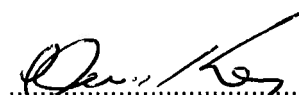
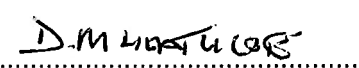
⁶ *CC Clarke* ⁵ *CC Clarke*
1.17 The provisions of paragraph 1.16 of this Schedule shall not apply where there is a statutory or regulatory requirement to account for Staircasing Receipts to any other body

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

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

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

 
.....
[Name of First Attorney]

 
.....
[Name of Second Attorney]

in the presence of:

Witness signature 

Name: KAREN GREENBLADE

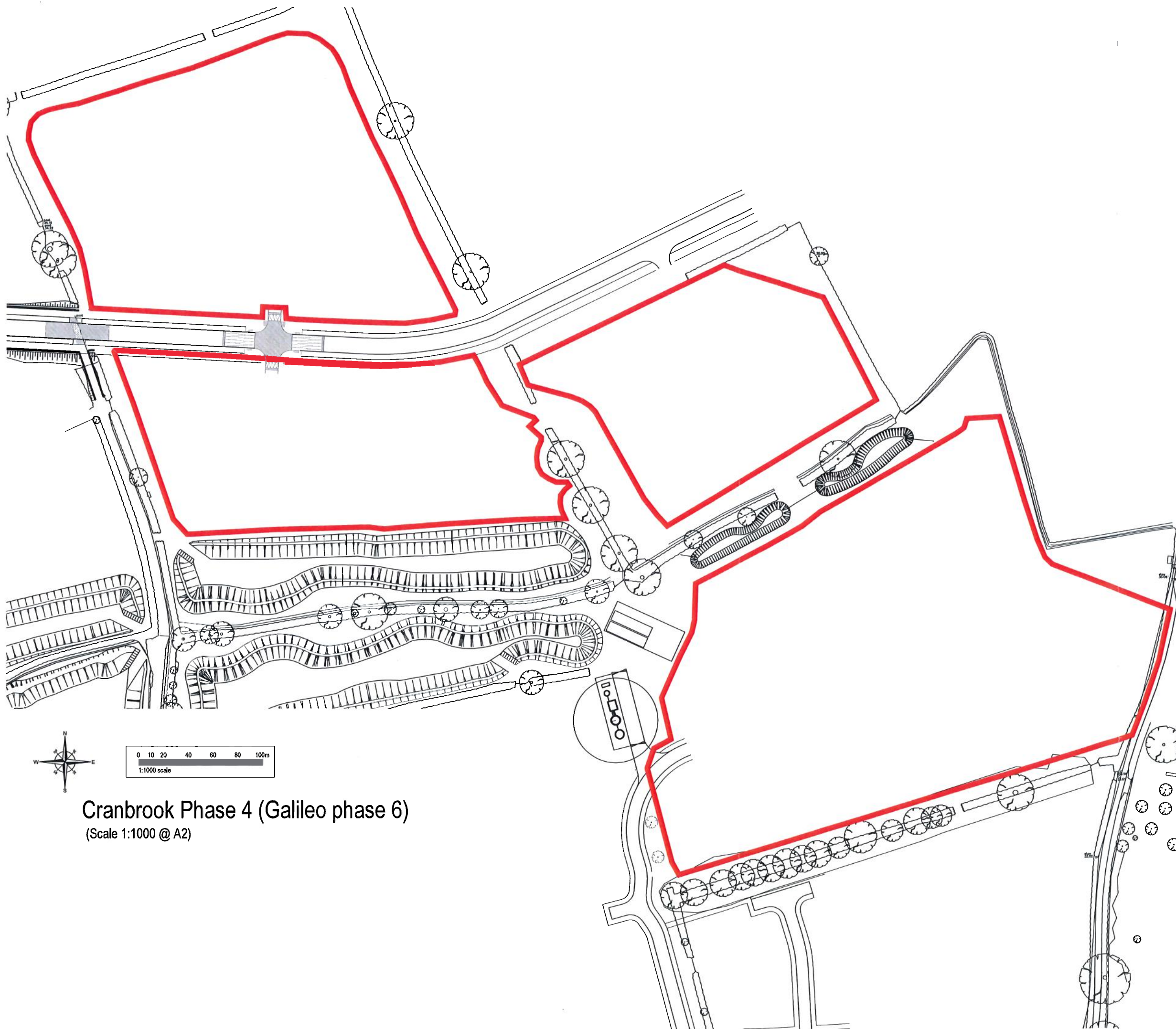
Address: c/o Persimmon Homes, Malloot Rd, Exeter

Occupation: Secretary

APPENDIX 1

PLAN 1 - being Drawing Number 2019-CRAN – RL100 – C1 showing Galileo 6

**PLAN 2 - being Drawing Number 2019-CRAN – 125 – C9 showing the Affordable
Dwellings**



[Handwritten signature]
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Rev	Description	Date	Initial
C1	Initial Issue	12.11.20	SKC



PERSIMMON
Together, we make a home

Project:
Cranbrook Phase 4 (Galileo Phase 6)

Drawing Title:
Redline Parcel Plan

Scale:
1:500 @ A1

Project No:
2019-CRAN

Persimmon Homes South West Ltd
Mallard Road
Sawton Trading Estate
Exeter
Devon, EX2 7LD

Tel: 01392 252541
Fax: 01392 430195

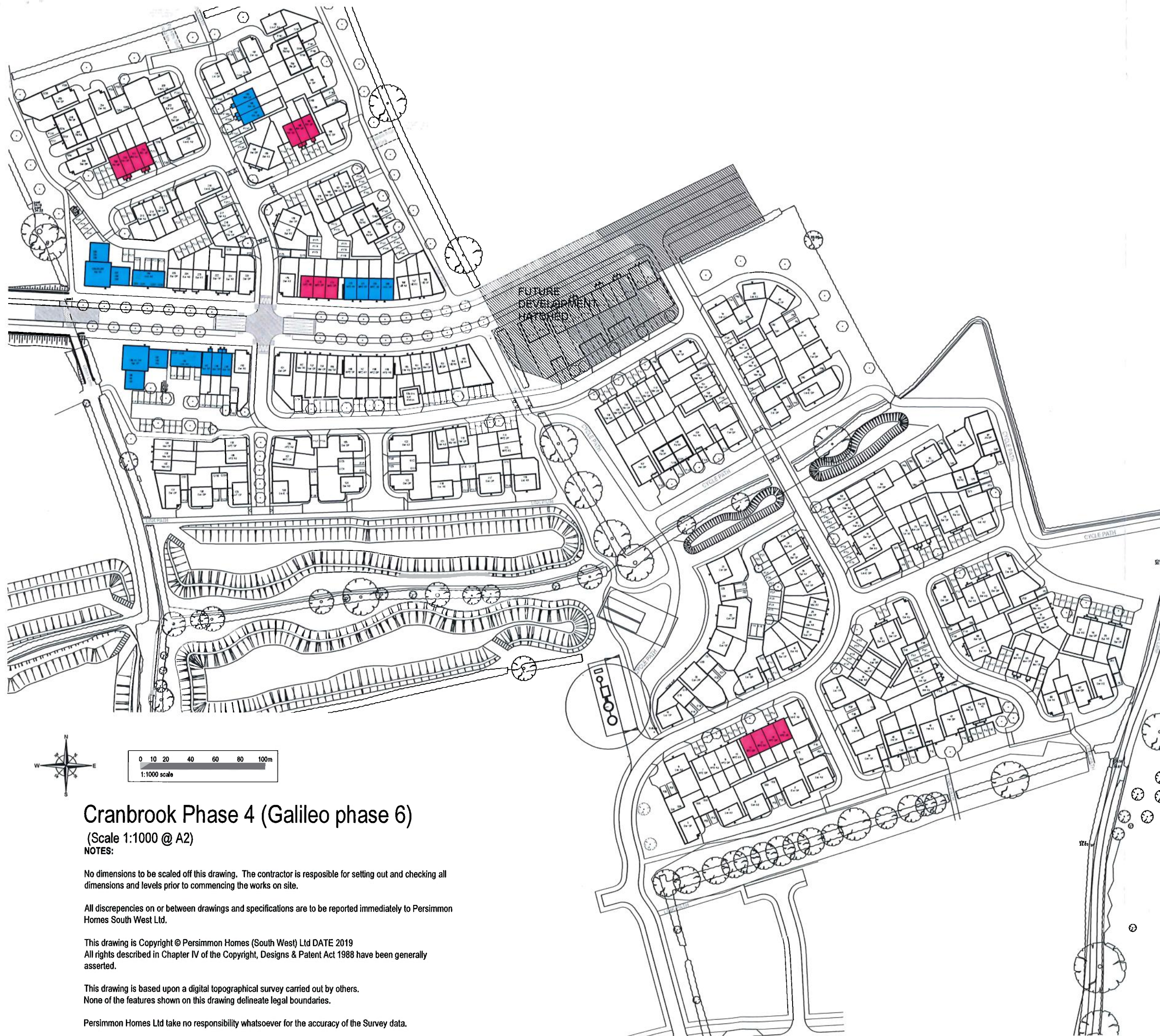
www.persimmonhomes.com

Checked:
SKC Nov 2020

Drawn:
RL001

Approved:
C1

Revised:
C1



Affordable Distribution

 Homebuy

 Social Rent

[Handwritten signatures]

C9	Affordable wording amended from shared to Homebuy & Social rent.	12.11.20	SKC
C8	Affordable by design omitted.	06.11.20	SKC
C7	Drawing reverted back to rev. C5 ie Hatch added to 209-212 omitted from 156-159.	15.10.20	SKC
C6	Hatch omitted from 209-212 added to 156-159.	22.09.20	SKC
C5	Various plot tenures changed	18.09.20	SKC
C4	Tenure change at request of HA. Plots 137-145 114-115 126-127 135-136 209-210 & 228.	13.03.20	NJB
C3	Parking bays revised and increased by apartment block. Plots 221 - 235.	15.10.19	NJB
C2	Plot 04 changed to a Lockwood and plot 04s handing changed to AS revised due to back to back distance issues.	13.09.19	NJB
C1	Construction Issue	23.08.19	NJB
Rev	Description	Date	Initial

Cranbrook Phase 4 (Galileo phase 6)

(Scale 1:1000 @ A2)

NOTES:


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

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

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

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

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

 **PERSIMMON**
Together, we make a home

Project:
Cranbrook Phase 4 (Galileo Phase 6)

Drawing Title:
Affordable Distribution Plan

Scale: 1:500 @ A1	Drawn: SKC April 2019	Checked: BS	Approved: BS
Project No. 2019-CRAN	Drawing No. 125	Revision No. C9	

Persimmon Homes South West Ltd
Millard Road
Saxton Trading Estate
Exeter
Devon. EX2 7LD

Tel: 01392 252541
Fax: 01392 430195
www.persimmonhomes.com