

DoV (minor)

DATED

26th November

2013

East Devon District Council (1)

and

Devon County Council (2)

and

Taylor Wimpey Developments Limited (3)

and

Hallam Land Management Limited (4)

and

Persimmon Homes Limited (5)

and

Bovis Homes Limited (6)

and

Sovereign Living Limited (7)

and

Westco Properties Limited (8)

DEED OF VARIATION

to an Agreement made under Section 106 of the Town and Country Planning Act 1990 dated 29 October 2010 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 and mortgagees (as listed in Appendix 6 to the Agreement) (7) and the Chargees (8) relating to land north of Rockbears, Devon (Cranbrook)

EAST DEVON DISTRICT COUNCIL ECONOMY			
16 DEC 2013			
ACK	CIRC	SEEN	FILE

This Deed is made the 26th day of November 2013

Between:

- (1) **EAST DEVON DISTRICT COUNCIL** of Knowle Sidmouth Devon EX10 8HL ("EDDC")
- (2) **DEVON COUNTY COUNCIL** of County Hall Topsham Road Exeter EX2 4QD ("DCC")
- (3) **TAYLOR WIMPEY DEVELOPMENTS LIMITED** whose registered office is at 80 New Bond Street London W1S 1SB ("Taylor Wimpey")
- (4) **HALLAM LAND MANAGEMENT LIMITED** whose registered office is at Banner Cross Hall Sheffield S11 9PD ("Hallam")
- (5) **PERSIMMON HOMES (SOUTH WEST) LIMITED** whose registered office is at Persimmon House Fulford York YO1 4RE ("Persimmon")
- (6) **BOVIS HOMES LIMITED** whose registered office is at The Manor House North Ash Road New Ash Green Longfield Kent DA3 8HQ ("Bovis")
- (7) **SOVEREIGN LIVING LIMITED** whose registered office is at Woodlands 90 Bartholomew Street Newbury West Berkshire RG14 5EE ("Sovereign")
- (8) **WESTCO PROPERTIES LIMITED** whose registered office is at The Mount Paris Street Exeter Devon EX1 2JZ ("Westco")

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 and mortgagees (as listed in Appendix 6 of the Agreement) (7) and the Chargees (8) relating to land north of Rockbeare, Devon (Cranbrook)

Introduction

The terms and expressions defined in the Principal Agreement shall unless defined in this Deed of

(Cranbrook)

Introduction

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

- (A) EDDC is the Local Planning Authority for the purposes of the Act for the district within which the Land is situated
- (B) DCC is also a Local Planning Authority for the purposes of the Act and the Local Education Authority for the area within which the Land is situated
- (C) This Deed is to vary the Principal Agreement (as herein defined) in respect of the Land
- (D) 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
- (E) The NCP (excluding Redrow) together with Bovis Sovereign and Westco have acquired a freehold of all the Land subject to this Deed of Variation and NCP (excluding Redrow) have submitted the Reserved Matters Application in respect of the Education Campus
- (F) NCP (excluding Redrow) Bovis Sovereign and Westco and have agreed with EDDC and DCC that certain provisions in the Principal Agreement shall be varied in accordance with the provisions of this Deed in relation to the Education Campus
- (G) The parties hereto have agreed to enter into this Deed to vary the terms of the Principal Agreement in respect of the Land

1 OPERATIVE PROVISIONS

- 1.1 In pursuance of sections 106A of the Act section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and all other enabling provisions powers it is **HEREBY AGREED AND DECLARED** by and between the parties as follows:
- 1.2 This Deed of Variation shall become effective upon the date of completion hereof
- 1.3 Save as varied by this Deed of Variation the Principal Agreement shall remain in full force and effect

1.4 This Deed of Variation is entered into under Section 106 and 106(A)(1)(a) of the Act and creates planning obligations for the purposes of the Act and is enforceable by the EDDC DCC and the Owners

2 INTERPRETATION

2.1 "the Principal Agreement" means the agreement dated 30 October 2010 made under section 106 of the Act 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 and mortgagees (as listed in Appendix 6 to the Agreement) (7) and the Chargees (8) relating to land north of Rockbears, Devon (Cranbrook)

2.2 "Land" means the land edged read on Plan 1 of this Deed of Variation

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

2.4 The Definitions and clauses of the Principal Agreement shall be incorporated into this Deed as if the same was set out herein in full

2.5 References to clauses paragraphs schedules and appendices are references to the Principal Deed unless the contrary intention is shown

3 ENFORCEMENT

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

4 VARIATION PROVISIONS

4.1 The terms of the Principal Agreement shall be amended as follows:

4.2 The Following definitions contained in clause 3 of the Principal Agreement shall be deleted

"Special School" means a school for pupils with special educational needs (such as learning difficulties or disabilities) which shall include such other ancillary specialist support facilities as may be agreed between the parties including but not limited to a hydrotherapy pool secure play and leisure areas and premises to provide small groups of young people with residential independent living facilities

4.3 The following definitions in the Principal Agreement shall be amended as set out below

"Education Payment"

means the aggregate of:

- The Second Primary School Contribution plus
- £9,205,200 (Nine million Two hundred and Five thousand Two Hundred pounds) and
- Abnormal Costs (if any) associated with any of the Buildings to be constructed on the Education Campus
- Less the Secondary School Design Contribution (if paid) and whether paid to DCC or (subject to the Owners first complying with paragraph 2.18 of Schedule 2) where it has been properly paid to a third party consultant employed or instructed by the Owners to design all or part of the Education Campus

Index Linked (save that any Abnormal Costs shall not be Index Linked) to be paid by the Owners to DCC in respect of the cost by DCC of constructing the Second Primary School and the Secondary School which for the avoidance of doubt shall include the repayment of any sums used or borrowed to fund the construction of the Second Primary School or the Secondary School

"Education Campus"

means that part of the Land shown on Plan 20 being an area of sufficient size to accommodate the Second Primary School the Secondary School and a flood-lit all-weather pitch such that the Education Campus and the First Primary School is of sufficient size to accommodate the primary education requirements of the occupants of up to 3500 Dwellings on the Land and the secondary education requirements of 1000 pupils living in dwellings on the Land and adjacent land (and for the avoidance of doubt shall not contain a special school but is of sufficient size (if required) to accommodate a sixth form of 150 places)

"Secondary School"

means the Secondary School to be constructed and fitted out on the Education Campus with a capacity of 435 pupil places to accommodate pupils generated by the Development together with dwellings to be included within the Further Development

(subject to the receipt of planning permission) to the specifications set out in Building Bulletins 98 and 99 and subject to the provisions of Schedule 25 and will be connected to the District Heating Facility (unless otherwise agreed between the Owners and the Council) and which will be integrated in its design with the Second Primary School

4.4 The following additional definitions shall be incorporated into the Principal Agreement

"Education Campus Reserved Matters Application" means the application for reserved matters consent in respect of the Education Campus Application submitted to EDDC dated 14 January 2013 and given reference number 13/0111/MRES

"Education Campus Reserved Matters Consent" means a consent granted in determination of the Education Campus Reserved Matters Application and dated 28 March 2013

"Plan 20" means drawing number SK 33 appended hereto showing the size and location of the Education Campus Land

"Second Primary School" means the primary school to be constructed and fitted out on the Education Campus and which will be integrated in its design with the Secondary School and which is to provide for 420 pupils and 28 full time equivalent early years places and which forms part of the Education Campus Reserved Matters Consent

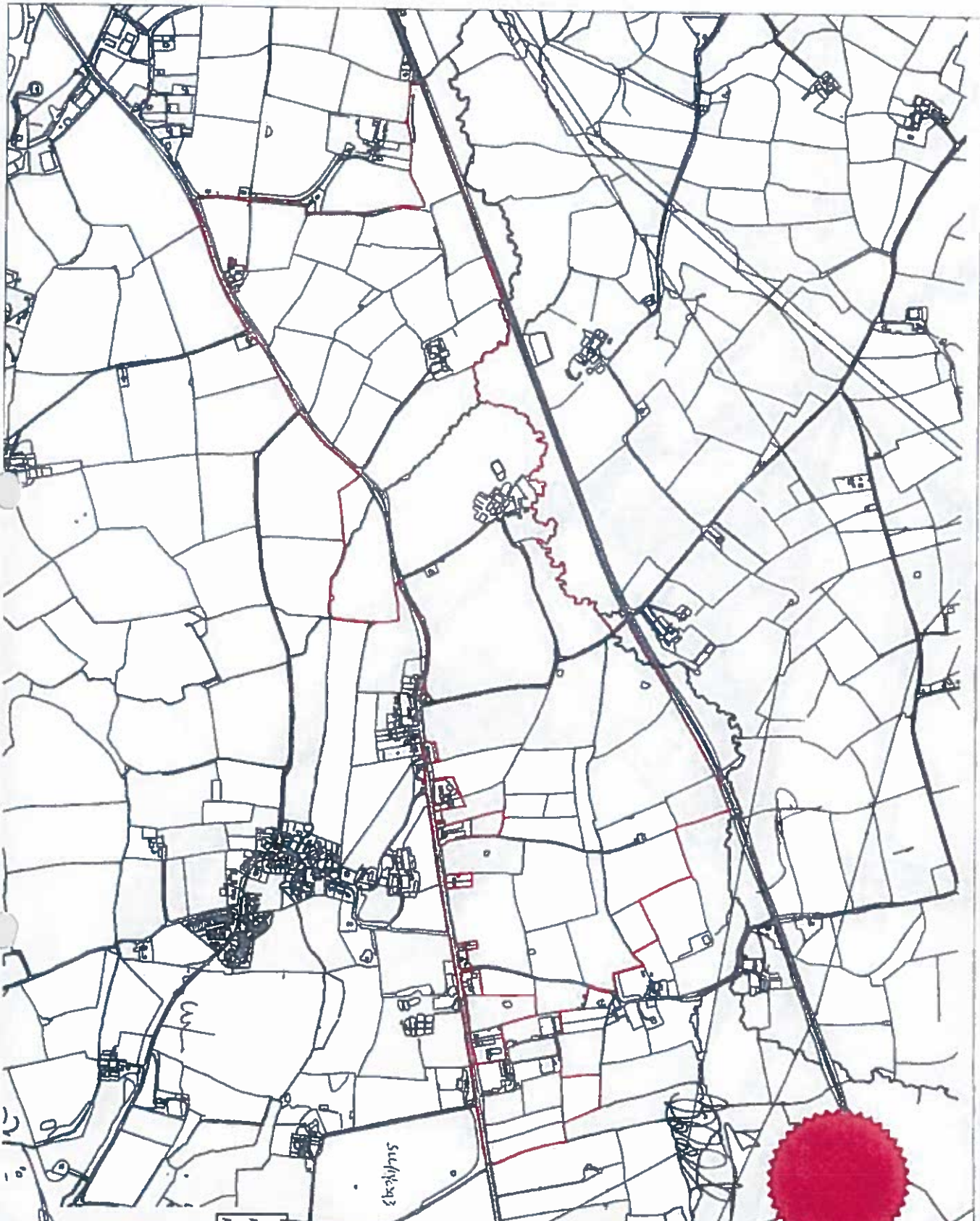
4.5 Clauses 9.6, 9.7 and 9.8 of the Principal Agreement shall be deleted and replaced with the following:

9.6 To procure the construction and completion of the Second Primary School and Secondary School in accordance with a programme of works to be notified in advance to the Owners which shall in any event provide for the completion of the Second Primary School and Secondary School no later than the First Occupation of the 1600th Dwelling

4.6 In Table 1 of Schedule 5 to the Principal Agreement in respect of Payment Five the Annual Bus Service Contribution Instalment in the second column shall be amended to £250,000

4.7 The following Clause shall be added to the Principal Agreement:

18.12 Where the Owners provide a Bond(s) pursuant to clause 18.2(a) above then subject always to clauses 18.6 and 18.8 the Owners shall maintain or replace the said Bond(s) until the value of the Secured Items to which those Bonds relate which remain outstanding is nil PROVIDED THAT nothing in this Agreement shall prevent the Owners from providing a replacement Bond(s) at any time to the value of existing



 Deed of Variation

Richard Gaskin

SE Davis



2-21-11

Director

DR

Secretary
Walter R. Hooper

Walter R. Hooper

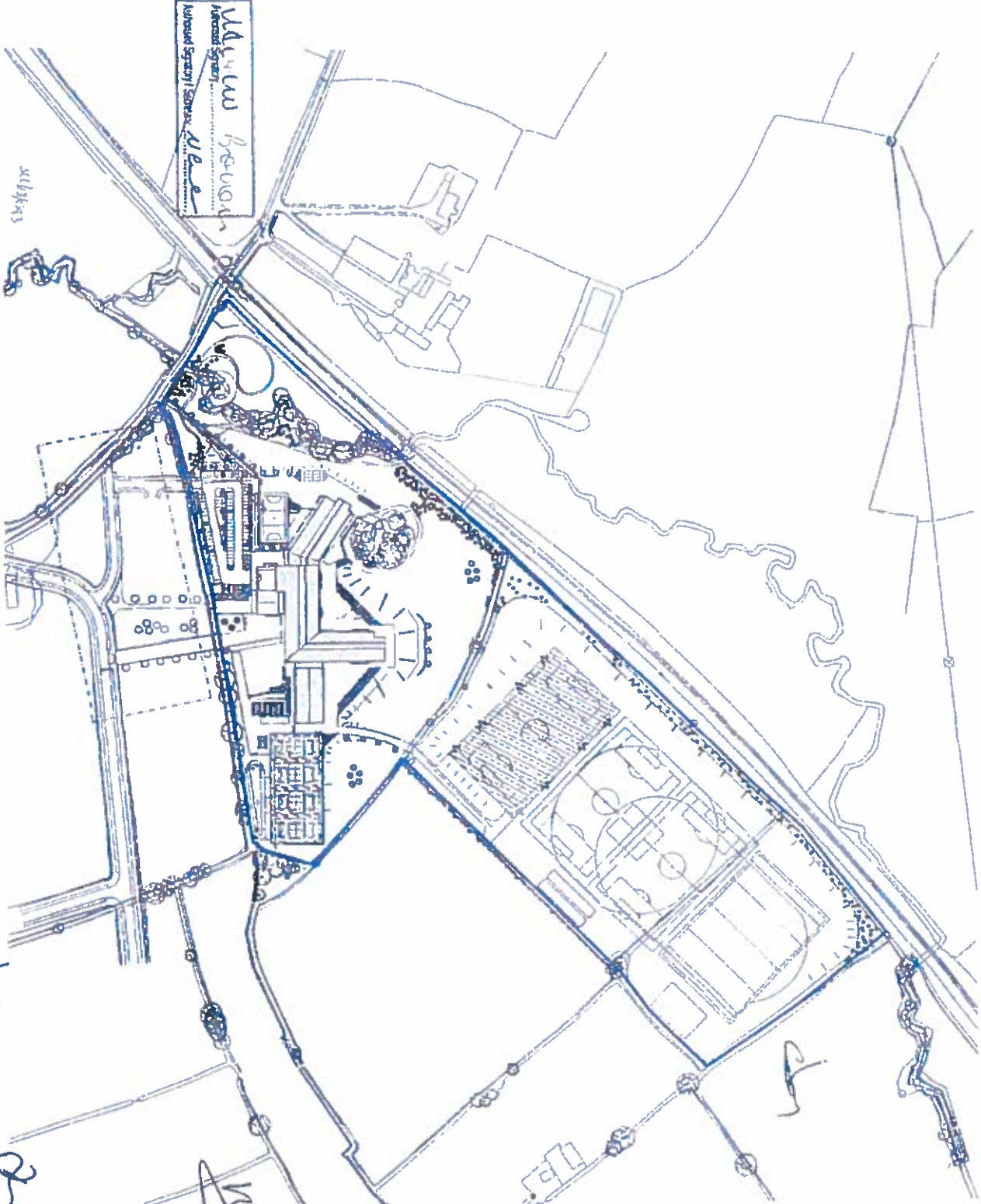
William Keenan
Member Secretary

Grandbrook
Deed of Variation Plan

DATE	NO.	ISSUE
04/15/11	1	1/18/2011
05/11/11	2	05/11/11
06/11/11	3	06/11/11

David Lock Associates
Professional Land Surveyors

State of New Jersey
Professional Land Surveyors
No. 123456789
Exp. 12/31/2011



W. 10th St
 W. 11th St
 W. 12th St

W. 13th St

W. 14th St

W. 15th St

Approved for the University of Idaho
 by the Board of Regents
 on 10/15/1973

A1
 Allen N. Morgan
 Richard Condon
 S. C. Finner

[Handwritten signature]

Director
 K.L.L.

[Handwritten signature]

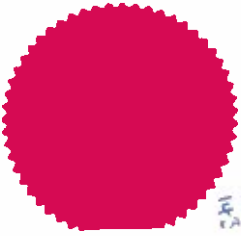
General
 Land Ownership Boundary

[Handwritten signature]
 Steve Treglown

Approved for the University of Idaho
 by the Board of Regents
 on 10/15/1973

Approved for the University of Idaho
 by the Board of Regents
 on 10/15/1973

PRELIMINARY			
Sheet	of	Drawings	Scale
1	120	JA	C1
2	120	JA	C1
3	120	JA	C1
4	120	JA	C1
5	120	JA	C1
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98	120	JA	C1
99	120	JA	C1
100	120	JA	C1



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Bonds or the value of the remaining outstanding Secured Items (as may have been reduced at the date of replacement) whichever shall be less PROVIDED THAT EDDC or DCC (as the case may be) shall have first approved the identity of the proposed replacement bondsman and the replacement bond shall be provided at least 28 days before any existing Bond is discharged

4.8 Schedule 2 shall be amended by the insertion of the following additional paragraph:

2.18 The Owners shall not be able to deduct the Secondary School Design Contribution from the Education Payment if it has been paid by the Owners to a third party consultant unless the Owners shall first have:

2.18.1 provided DCC with copies of all receipted invoices in respect of such payments; and 2.18.2 novated all copyright and ownership and any other intellectual property rights in such drawings to DCC

2.18.3 provided DCC with such warranties from the third party consultants to DCC in respect of the professional workmanship in such drawings as DCC shall reasonably require

And in all respects DCC shall act reasonably in accepting such warranties and novations as are reasonably necessary to enable DCC to carry out the construction of the Education Campus using the third party consultant design and in particular DCC shall not seek to use such design for the delivery of any other school or schools project

5 FEES

Upon completion of this Deed of Variation NCP (excluding Redrow) shall pay to DCC and EDDC their 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 EAST DEVON
DISTRICT COUNCIL was hereunto
affixed in execution as a deed

in the presence of:



18898

THE COMMON SEAL of
DEVON COUNTY COUNCIL was
hereunto affixed in the presence of:
A Duly Authorised Officer

[Handwritten signature]



DOCUMENT No. 44718
~~County Solicitor/Assistant County Solicitor~~

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

)
)
)
)

[Handwritten signature]

in the presence of:

[Handwritten signature]

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

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

)
)
)
)



[Handwritten signature]

Director

Director/Secretary

EXECUTED as a DEED by
PERSIMMON HOMES (SOUTH-WEST)
LIMITED acting by its attorneys

)
)
)
)

[Handwritten signature] *[Handwritten signature]*
[Handwritten signature] Simon Parks
C Coombes CARLEY COOMBES
C/O PERSIMMON HOMES

EXECUTED as a DEED by affixing

THE COMMON SEAL of

BOVIS HOMES LIMITED

in the presence of two authorised signatories:



[Handwritten signatures]

EXECUTED as a DEED by

^{LIVING}
SOVEREIGN LIMITED

acting by its attorneys

in the presence of:



Alan Bowen
Authorised Signatory
[Signature]
Authorised Signatory / Secretary

566/13/0393

~~SIGNED as a DEED~~
~~by PHILIP RICHARD TRUMP~~
~~in the presence of~~

~~SIGNED as a DEED~~
~~by WILLIAM RICHARD TRUMP~~
~~in the presence of~~

~~SIGNED as a DEED~~
~~by SUZANNE MARY TRUMP~~
~~in the presence of~~

SIGNED as a DEED _____)
by JANET LOUISE HARVEY _____)
in the presence of: _____)

hh
EXECUTED as a DEED by _____)
WESTCO PROPERTIES LIMITED _____)
acting by two directors or a _____)
director and the Secretary _____)



Director *Richard Conolly*

Director/Secretary *SK [unclear]*