

DATED

20th December

2017

Taylor Wimpey Developments Limited (1)
and
Hallam Land Management Limited (2)
and
Persimmon Homes Limited (3)
To
East Devon District Council (4)

UNILATERAL UNDERTAKING

London Road Temporary Access

A Deed made under Section 106 of the Town and Country Planning Act 1990
relating to land north of Rockbeare Devon (Cranbrook)

This Deed is made the 20th day of December 2017

Between:

- (1) **TAYLOR WIMPEY DEVELOPMENTS LIMITED** whose registered office is at Gate House Turnpike Road High Wycombe Buckinghamshire HP12 3NR ("Taylor Wimpey")
- (2) **HALLAM LAND MANAGEMENT LIMITED** whose registered office is at Banner Cross Hall Sheffield S11 9PD ("Hallam")
- (3) **PERSIMMON HOMES LIMITED** whose registered office is at Persimmon House Fulford York YO1 4RE ("Persimmon")

To:

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

Background

- (A) EDDC is a Local Planning Authority for the purposes of the Act for the area within which the Land is situated
- (B) The New Community Partners ("NCP") comprise of Taylor Wimpey Hallam and Persimmon and are joint owners of part of the Land being part of the land contained in title numbers DN612663 and DN640317
- (C) Persimmon are the sole owner of part of the Land being land contained in title number DN684664
- (D) The NCP have applied for and been granted the Outline Permission to develop the Land as part of a larger development site at Cranbrook
- (E) Hallam and Persimmon (together the Developers) have submitted the Non Material Amendment Application to remove condition 15 of the Reserved Matters Permission reference 17/0397/MRES to EDDC in order to enable a greater number of dwellings to be accessed temporarily from London Road
- (F) The Developers have entered into this Deed so as to ensure that proper arrangements are put in place for the accessing of the land

1 OPERATIVE PROVISIONS

- 1.1 In pursuance of sections 106 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 NCP as follows:
- 1.2 This Deed shall become effective upon the date of grant of the Non Material Amendment Application

- 1.3 The obligations contained in Clause 4 shall only apply following the Commencement of the Development pursuant to the Non Material Amendment Application
- 1.4 This Deed is entered into under Section 106 of the Act and creates planning obligations for the purposes of the Act and is enforceable by EDDC as local planning authority
- 1.5 Nothing in this Deed shall prevent the Developers or the NCP from carrying out development of the Land subject to a planning permission (whether a full permission or revised reserved matters permission) granted after the date of the Non Material Amendment

2 INTERPRETATION

In this Deed the following definitions shall apply:

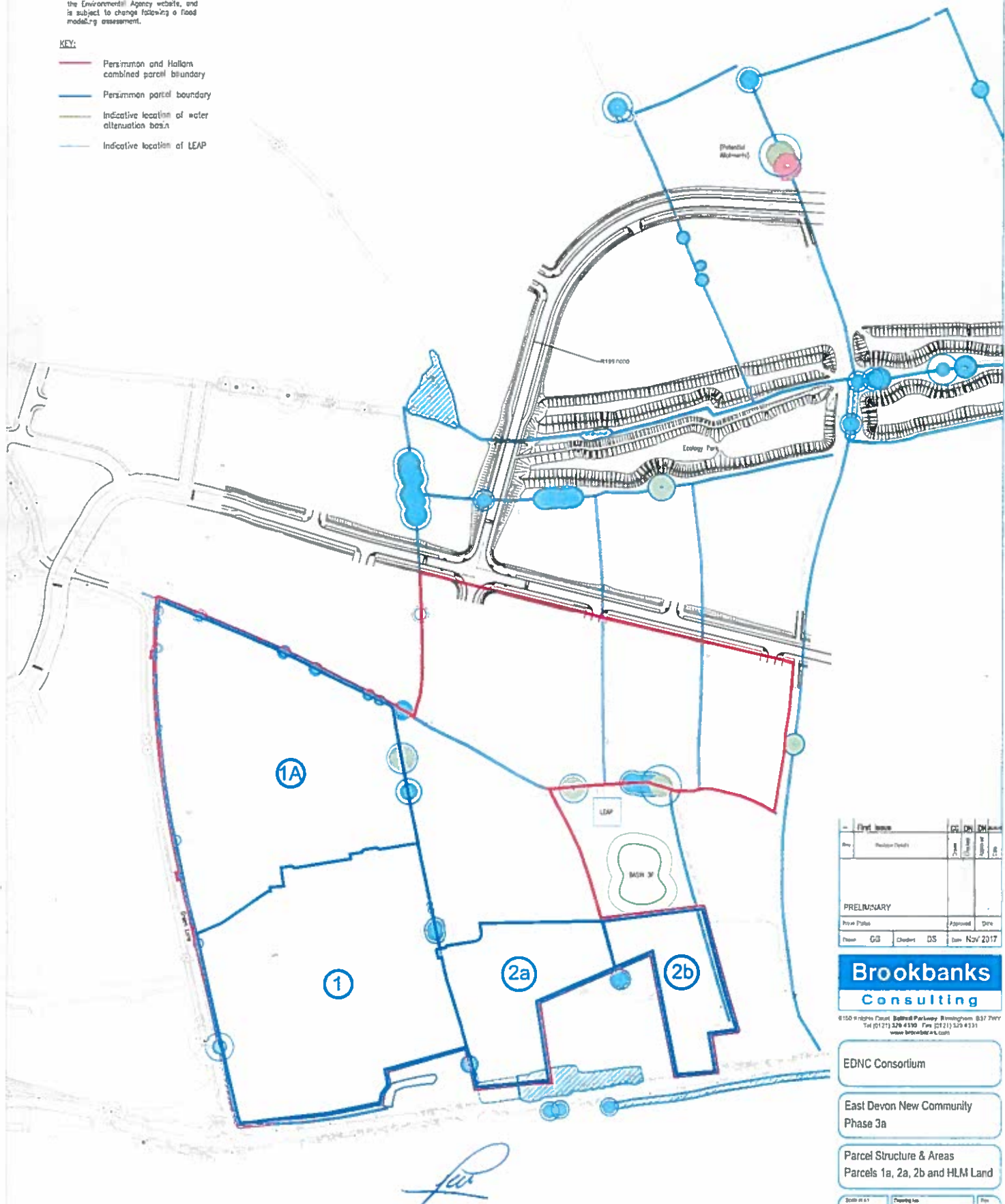
Act	means the Town and Country Planning Act 1990 (as amended)
the Access Plan	means Plan Number 10301 LP 16A annexed hereto
Dwelling	means a dwelling constructed or to be constructed on the Land pursuant to the Outline Permission and Reserved Matters Approval
Land	means the land edged red on Plan 1
Non Material Amendment Application	means the application dated 25 October 2017 and submitted to EDDC for the amendment of Reserved Matters Permission reference 17/0397/MRES by the removal of condition 15 restricting the number of Dwellings that may be occupied from the temporary access to London Road/B3174
Non Material Amendment	means any written approval given by EDDC in respect of the Non Material Amendment Application
Outline Permission	means the outline planning permission reference 7/22/03/P1900/0079 for the development of a new community comprising up to 2,900 (two thousand and nine hundred) dwellings a town centre and a local centre including retail residential and employment assembly and leisure uses non residential institutions (including 2 (two) primary schools and 1 (one) secondary school) sports and recreation facilities a country park a railway station landscaping engineering works and associated infrastructure parking infrastructure and parking for all uses
Persimmon Land	means the land edged blue on Plan 1 and numbered 1, 1A, 2a and 2b
Plan 1	means the plan reference 10301 LP 17 annexed hereto and

NOTES:

1. Do not scale from this drawing.
2. This drawing is based on topographical survey conducted by others for the EDNC development consortium, supplemented around the site boundary by Ordnance Survey digital data © Crown Copyright (reproduction in whole or part is prohibited without the prior permission of Ordnance Survey). Brookbanks Consulting accept no responsibility for the accuracy of this information.
3. The flood areas shown in this drawing are based on information provided on the Environment Agency website, and is subject to change following a flood modelling assessment.

KEY:

- Persimmon and Hallam combined parcel boundary
- Persimmon parcel boundary
- Indicative location of water attenuation basin
- Indicative location of LEAP



Rev	Change	By	Check	Date
PRELIMINARY				
Issue	GG	Checked	DS	Date Nov 2017

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EDNC Consortium

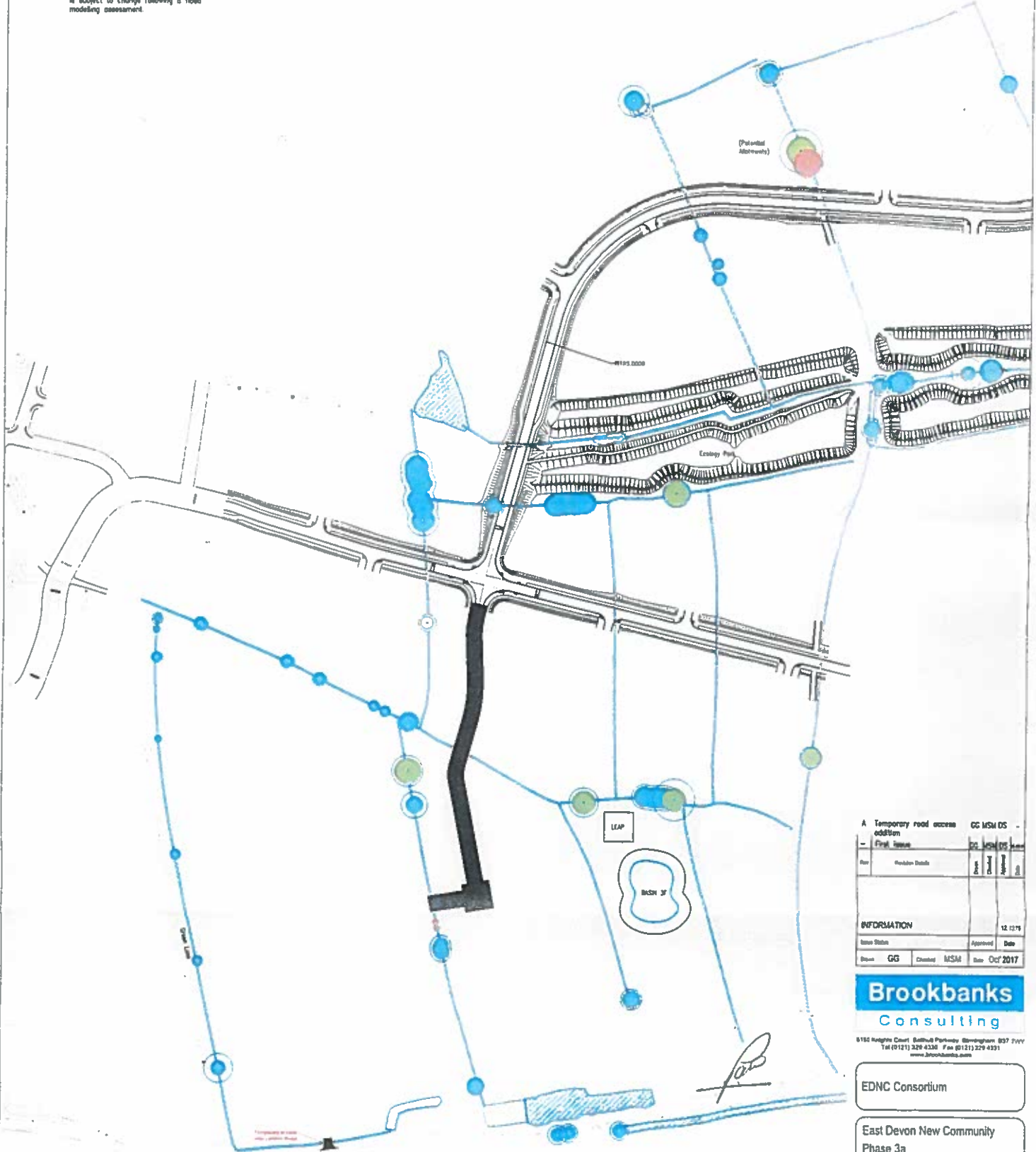
East Devon New Community
Phase 3a

Parcel Structure & Areas
Parcels 1a, 2a, 2b and HLM Land

Scale: 1:1250	Drawing No: 10301-LP-17	Rev: -
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A Temporary road access		GG	MSM	DS	-	addition
Rev	First Issue	DS	MSM	DS	Rev	
Rev	Revision Details	Drawn	Checked	Approved	By	Date
INFORMATION						12/12/15
Issue Status	Approved		Date			
Drawn	GG	Checked	MSM	Date	Oct 2017	

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EDNC Consortium

East Devon New Community Phase 3a

HLM
Crossroad Southern Link

Scale of A1	Drawing No.	Rev.
1:1250	10301-LP-16	A

labelled as "Plan 1"

Principal Agreement

means the agreement dated 29 October 2010 made under section 106 of the Act between East Devon District Council (1) Devon County Council (2) Taylor Wimpey Developments Limited (3) and Hallam Land Management Limited (4) Persimmon Homes (South West) Limited (5) Redrow Homes Limited (6) the Owners (7) and the Chargees (8) relating to land north of Rockbeare Devon (Cranbrook) as subsequently varied:

Temporary Access

means the access from the Land to London Road/B3174 labelled 'Temporary access onto London Road' on the Access Plan

- 2.1 The interpretation and expressions defined in the Principal Agreement shall unless the context otherwise requires have the same meaning when used in this Deed
- 2.2 The Definitions and clauses of the Principal Agreement shall be incorporated into this Deed as if the same was set out herein in full and where there is any conflict between a clause of this Deed and the clauses of the Principal Agreement precedence shall be given to the clause in the Principal Deed
- 2.3 References to clauses paragraphs schedules and appendices are references to the Principal Deed unless the contrary intention is shown

3 ENFORCEMENT

- 3.1 No third party other than successors in title to the Developers 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
- 3.2 No person shall be liable for any breach of an obligation in this Deed occurring after that person has parted with all of its interest in the Land (but without prejudice to liability for any subsisting breach arising prior to parting with such interest)
- 3.3 The obligations in this Deed shall not be binding on nor enforceable against any statutory undertaker or other person who acquires any part of the Land or any interest in it for the purposes of the supply of electricity gas water drainage telecommunication services nor the residential owner or occupier of an individual Dwelling or their mortgagee or charge

4 OPERATIVE PROVISIONS

- 4.1 Following the grant of the Non Material Amendment no more than 230 (two hundred and thirty) Occupied Dwellings may be permitted to gain access and egress from the Land to London Road using the Temporary Access
- 4.2 The Temporary Access shall be closed to all traffic prior to the earlier of:
 - 4.2.1 The Occupation of the 230th Dwelling on the Persimmon Land or

4.2.2 The substantial completion of the Dwellings fronting on to the carriageway on both sides of the length of roadway shown coloured black on the Access Plan (and for the avoidance of doubt this does not include the Temporary Access)

5 FEES

Upon completion of this Deed the NCP shall pay to EDCC its legal costs in preparing amending and completing this Deed

6 COUNTERPARTS

This 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 Deed

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

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

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 two directors or a)
director and the Secretary)

Director

Director/Secretary

EXECUTED as a DEED by
PERSIMMON HOMES LIMITED
acting by its Attorneys:

)
)

for Simon King
.....
[Name of First Attorney]

.....
[Name of Second Attorney]

Christopher Charlton

in the presence of:

Witness signature *[Signature]*

Name:.....

Address: *Christie Wilment LLP, 1 George Square Bath Street Bristol*

Occupation: *Solicitor*