

DATED

18th May

2018

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)

TOWN CENTRE DEED OF VARIATION – 1

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 Deed is made the

18th

day of

May

2018

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 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)

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 New Community Partners ("NCP") now comprise of Taylor Wimpey Hallam and Persimmon following Redrow Homes Limited having no further interest in the Land
- (F) The NCP have acquired a freehold of all the Land subject to this Deed of Variation
- (G) NCP 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 respect of the provision of

Open Space and Play Areas Country Park and Nature Reserve Youth Facilities Library Facilities Police and Ambulance Facilities Health and Wellbeing Land Town and Neighbourhood Centres Retail Facilities Exe Estuary and Pebblebed Heaths Special Areas of Conservation and Special Protection Areas Allotments Extra Care Children's Centre Facilities and Town Council Facilities all of which are covered in the Schedules to the Principal Agreement to enable the NCP to properly plan and deliver the Development

- (H) 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 and DCC as local planning authorities

2 INTERPRETATION

In this Deed of Variation the following definitions shall apply:

- 2.1 "the 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 varied by:
- (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)
- (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)
- (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)

- (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)
- (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)

- 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
- 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 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 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 From the date of this Agreement the terms of the Principal Agreement shall be amended as follows:
- 4.2 The definition of Plan 27 NEAPs and Town Centre in the Principal Agreement shall be replaced with

“Plan 27” means the drawing number WCN048/352 RevH showing the general location of the Play Areas and the order for their delivery and marked Plan 27

“NEAPs” means two Neighbourhood Equipped Areas for Play to include a MUGA (which may or may not be located within each NEAP) which are mainly for older children each NEAP to comprise an enclosed activity zone of 1000 square metres (whether together or separately) with one part containing play equipment and the other providing a hard surface of at least 685 square metres as a MUGA such NEAPs shall be positioned so as to

AMENDED PROVISION

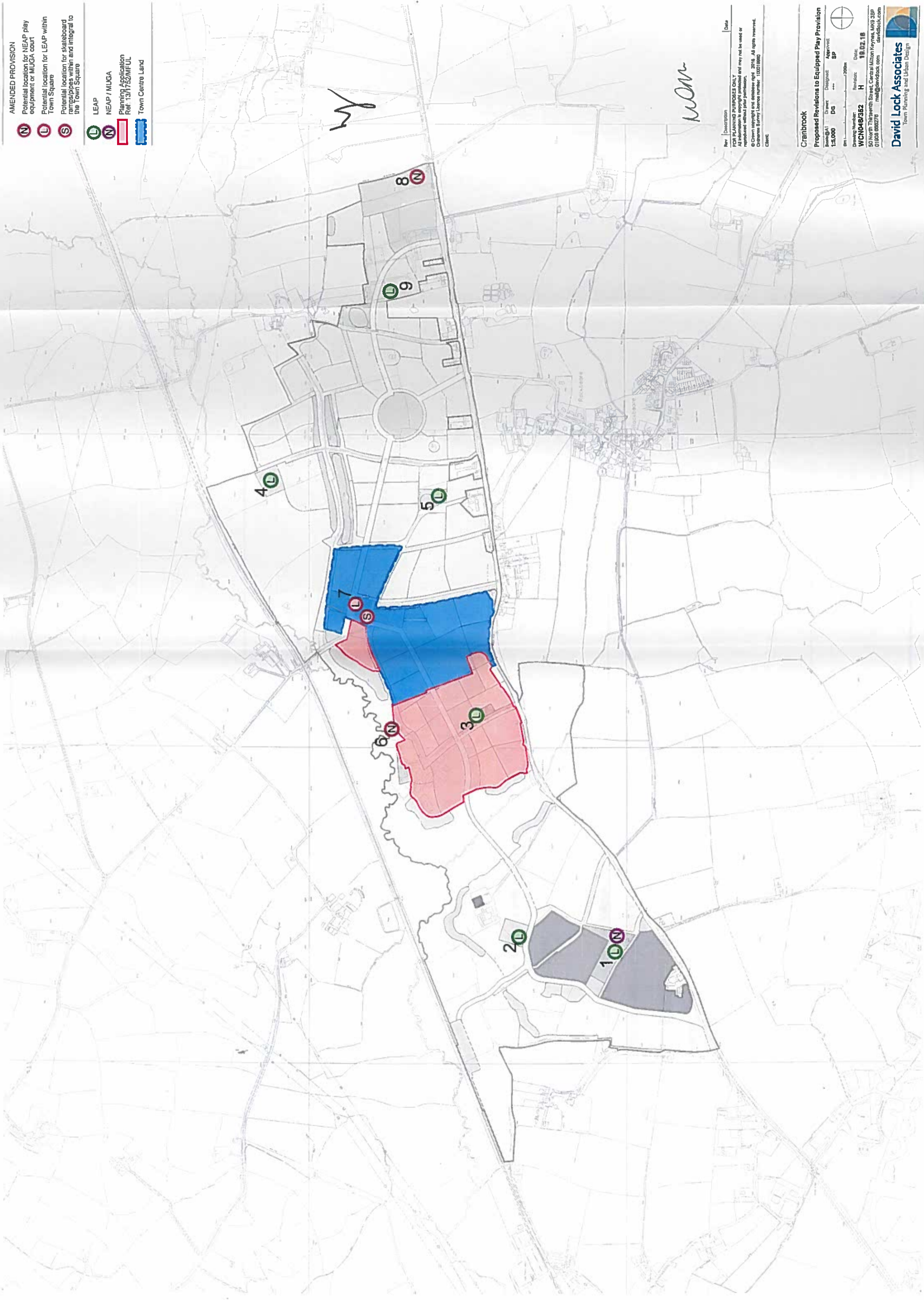
- N** Potential location for NEAP play equipment or MUGA court
- L** Potential location for LEAP within Town Square
- S** Potential location for skateboard ramps/pipes within and integral to the Town Square

LEAP

NEAP / MUGA

Planning Application Ref: 13/1752/MFUL

Town Centre Land



WOM

Rev Description Date
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 Ordnance Survey Licence number: 100011880
 Client:

Cranbrook
 Proposed Revisions to Equipped Play Provision

Scale: 1:5000	Drawn: DJ	Designed: BP	Agreed: BP
Drawing Number: WCN0482362	Revision: H	Date: 18.02.18	

50 North Thirskworth Street, Central Milton Keynes, MK9 3BP
 01908 555219
 mail@cranbrook.com davidlock.com

David Lock Associates
 Town Planning and Urban Design

provide a suitable buffer and shall be at such a distance from the nearest Dwelling as is approved by EDDC pursuant to Detailed Applications

“Town Centre”

means an area with the Land on which a mixed use development shall be developed including but not limited to;

- Uses within Class A of the Use Classes Order 1987 (as amended) which shall deliver retail floorspace
- Uses within Class B1 of the Use Classes Order 1987 (as amended) which shall deliver B1 units (including one unit of up to 4,000 square metres)
- Youth Facilities Land
- Library Facilities Land
- Police Station Land and Ambulance Land
- Health and Wellbeing Land
- Extra Care Land
- Children's Centre Land
- Town Council Land
- residential units

4.3 Clause 7 of the Principal Agreement shall be revised as follows:

4.3.1 The number '6.5' shall be deleted and replaced with '6.4.1'

4.3.2 The number '6.6' shall be deleted and replaced with '6.4.2'

4.4 Clause 8.7 of the Principal Agreement shall be revised as follows;

4.4.1 The number '8.11' shall be deleted and replaced with '8.13'

4.4.2 The number '8.12' shall be deleted and replaced with '8.11'

4.5 Clause 14.3 of the Principal Agreement shall be revised to delete the first bullet point and replace it with 'For EDDC Strategic Lead Governance and Licensing, EDDC, Knowle, Sidmouth, Devon, EX10 8HL

4.6 In Schedule 8 (Open Space and Play Areas) the following revisions shall be made:

- 4.6.1 In paragraph 8.9A the words 'First Occupation of the 1250th Dwelling' shall be replaced with the words 'preparation and servicing of each Play Area (and the Trim Trail) in accordance with paragraph 8.10'
- 4.6.2 In paragraph 8.10 after the words 'in accordance with' and before the words 'the following programme' the words 'the order shown on Plan 27 (unless otherwise agreed between the Owners and EDDC) and' shall be added
- 4.6.3 In Paragraph 8.10.2 the words 'the earlier of the First Occupation of 2000 Dwellings and the opening of the Secondary School' shall be replaced with 'the First Occupation of 1850 Dwellings'
- 4.6.4 In paragraph 8.10.6 the number '1750' shall be replaced with the number '1850'
- 4.6.5 In Paragraph 8.10.7 the words 'the earlier of the First Occupation of 2000 Dwellings and the opening of the Secondary School' shall be replaced with 'the First Occupation of 2200 Dwellings'
- 4.6.6 In Paragraph 8.10.10 the words 'the earlier of the First Occupation of 2000 Dwellings and the opening of the Secondary School' shall be replaced with 'the First Occupation of 2250 Dwellings'
- 4.7 Schedule 10 (*Country Park and Nature Reserve and Street Scene Compound*) of the Principal Agreement shall be revised so that in paragraph 10.9 the words 'Prior to the First Occupation of the 1500th Dwelling' shall be replaced with 'Upon the 18th May 2018'
- 4.8 In Schedule 17 (*Youth Facilities*) of the Principal Agreement the following revisions shall be made;
- 4.8.1 Paragraph 17.3 shall be deleted and replaced with 'The Youth Facilities Land shall be located within the Town Centre Land with the specific location to be agreed in accordance with Schedule 24'
- 4.8.2 In paragraph 17.4.1 after the word 'DCC' and before the word 'and' insert the words '(or if jointly directed in writing by EDDC and DCC with EDDC or such other organisation)'
- 4.9 In Schedule 19 (*Library Facilities*) of the Principal Agreement paragraph 19.3 shall be deleted and replaced with 'The Library Facilities Land shall be located within the Town Centre Land with the specific location to be agreed in accordance with Schedule 24'
- 4.10 In Schedule 20 (*Police and Ambulance Facilities*) of the Principal Agreement paragraph 20.1 shall be deleted and replaced with 'The Police Station Land and the Ambulance Land shall be located within the Town Centre Land with the specific location to be agreed in accordance with Schedule 24'
- 4.11 In Schedule 21 (*Health And Wellbeing Land*) of the Principal Agreement paragraph 21.1 shall be deleted and replaced with 'The Health and Wellbeing Land shall be located within the Town Centre Land with the specific location to be agreed in accordance with Schedule 24'

4.12 In Schedule 24 (*Town and Neighbourhood Centres Retail Facilities*) paragraph 24.2 shall be deleted and replaced with:

'24.2 Within 12 months of *18th May* 2018 and in any event prior to any application for development (whether for full permission or approval of reserved matters) within the Town Centre Land the Owners shall have submitted;

24.2.1 and had approved by EDDC (in full consultation with DCC) a Location Plan to be submitted in accordance with the provisions set out in Clause 17 of this Deed identifying the location of the various elements of the Town Centre, and

24.2.2 in writing for EDDC's approval the Town Centre Design Code which shall include a scheme for the implementation phasing and laying out of the Town Centre on the Town Centre Land'

4.13 In Schedule 26 (*Exe Estuary and Pebble Beds Heaths Special Areas of Conservation and Special Protection Area*) of the Principal Agreement the following revisions shall be made:

4.13.1 In paragraph 26.4 (b) the words 'prior to the First Occupation of the 230th Dwelling within the 587 Dwelling Phase' shall be replaced with 'upon the *18th May* 2018'

4.13.2 In paragraph 26.4 (c) the words 'prior to the First Occupation of the 500th Dwelling within the 587 Dwelling Phase' shall be replaced with 'upon the *18th May* 2018'

4.14 Schedule 27 (*Allotments*) of the Principal Agreement shall be revised so that in paragraph 21.1 the words 'Prior to the First Occupation of the 1500 Dwellings' shall be replaced with 'Upon the *18th May* 2018'

4.15 Schedule 29 (*Extra Care*) of the Principal Agreement shall be deleted and replaced with Schedule 1 of this Deed

4.16 Schedule 30 (*Children's Centre Facilities*) of the Principal Agreement shall be deleted and replaced with Schedule 2 of this Deed

4.17 Schedule 31 (*Town Council Facilities*) of the Principal Agreement shall be deleted and replaced with Schedule 3 of this Deed

4.18 The Plan annexed to this Agreement and labelled 'Plan 27' shall replace the Plan 27 annexed to the Principal Agreement

5 FEES

Upon completion of this Deed of Variation the NCP shall pay to DCC and EDDC their legal costs in preparing amending and completing this Deed of Variation

6 COUNTERPARTS

This Deed of Variation 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

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

SCHEDULE 1

Schedule 29

Extra Care

- 29.1 The Extra Care Land shall be located within the Town Centre Land with the specific location to be agreed in accordance with Schedule 24.
- 29.2 Prior to the first Occupation of 2500 Dwellings the Owners shall lay out and complete the Extra Care Land as Serviced Land in the approved location shown on the Location Plan to Completion Standard
- 29.3 On completion of the Extra Care Land pursuant to paragraph 29.2 of this Schedule as Serviced Land the Owners shall Offer to Transfer the Extra Care Land to DCC (or if jointly directed in writing by EDDC and DCC to DCC or such other organisation)

SCHEDULE 2

Schedule 30

Children's Centre Facilities

- 30.1 The Children's Centre Land shall be located within the Town Centre Land with the specific location to be agreed in accordance with Schedule 24

Temporary Children's Centre Contribution

- 30.2 Prior to the First Occupation of the 2000th Dwelling the Owners shall pay to DCC (or to EDDC or other organisation, if agreed between DCC and EDDC) the first Temporary Children's Centre Contribution
- 30.3 Upon the first anniversary of payment of the first Temporary Children's Centre Contribution and annually thereafter the Owners shall pay to DCC (or to EDDC or other organisation, if agreed between DCC and EDDC) the Temporary Children's Centre Contribution such annual payments to continue until the earlier of either three payments having been made or the Children's Centre Facilities having been provided and transferred to DCC (or EDDC or other organisation) in accordance with paragraph 30.5 below

Children's Centre Contribution and Facilities

- 30.4 Not prior to the First Occupation of the 1750th Dwelling but at any time thereafter DCC (or EDDC, if agreed between DCC and EDDC) shall give written notice to the Owners that the Owners shall either:
- a) lay out and complete the Children's Centre Land as Serviced Land in accordance with the Specification and to Completion Standard on a date to be stipulated by DCC (or EDDC, if agreed between DCC and EDDC) Provided That such date shall be after either the First Occupation of 2500 Dwellings or one year from the date of the written notice (whichever shall be the later) and pay to DCC (or EDDC, if agreed between DCC and EDDC) the Children's Centre Contribution or
 - b) agree the Specification for the Children's Centre Facilities with DCC (or EDDC, if agreed between DCC and EDDC) and lay out construct and complete the Children's Centre Facilities on the Children's Centre Land in accordance with the Specification and to Completion Standard Provided That if the Owners are required to construct the Children's Centre Facilities they shall:
 - i. do so no later than a date to be stipulated by DCC (or EDDC, if agreed between DCC and EDDC) Provided That such date shall not be sooner than two years from the date of the written notice given under this paragraph or the First Occupation of 2500 Dwellings whichever shall be the later; and in either case DCC act expeditiously and reasonably in relation to the agreement of the Specification

- ii. not be required to expend more than £432,000 Index Linked in doing so and which shall include all administrative legal design and other professional fees together with all construction inspection and other costs associated with the construction of the Children's Centre Facilities

30.5 The Children's Centre Contribution (if required to be paid under paragraph 30.4) shall be paid by the Owners upon the later of First Occupation of 2000 Dwellings or three months from the notice served under paragraph 30.4

30.6 Following either payment of the Children's Centre Contribution and laying out of the Children's Centre Land as Serviced Land or completion of the Children's Centre Facilities to Completion Standard (as appropriate) pursuant to paragraph 30.4 of this Schedule the Owners shall Offer to Transfer the completed Children's Centre Land or completed Children's Centre Facilities (as appropriate) to DCC (or if jointly directed in writing by EDDC and DCC to EDDC or other organisation) on the date stipulated by DCC (or EDDC, if agreed between DCC and EDDC)

SCHEDULE 3

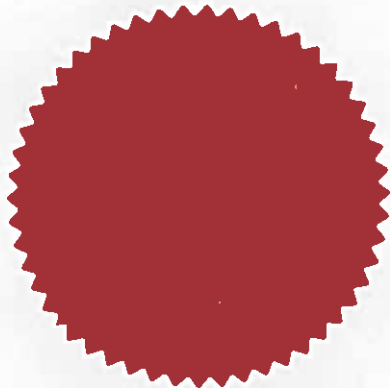
Schedule 31

Town Council Facilities

- 31.1 On each occasion and upon notice from EDDC that EDDC intend to carry out a Corporate Governance Review in relation to the Land the Owners shall pay to EDDC the Town Council Reorganisation Contribution (up to a maximum of three (3) such payments)
- 31.2 Prior to the First Occupation of 1500 Dwellings on the Land the Owners shall pay to EDDC the Town Council Contribution and thereafter shall pay to EDDC the Town Council Contribution upon written confirmation from EDDC that it has commenced the creation of a further Town Council to serve the Land up to a maximum of three (3) such payments
- 31.3 The Town Council Land shall be located within the Town Centre Land with the specific location to be agreed in accordance with Schedule 24
- 31.4 Prior to First Occupation of 3450 Dwellings the Owners shall lay out construct and complete the Town Council Facilities on the Town Council Land in accordance with the Specification and to the Completion Standard
- 31.5 On completion of the Town Council Facilities pursuant to paragraph 31.4 of this Schedule to Completion Standard the Owners shall offer to Transfer the Town Council Facilities to EDDC or to the Town Council (in the event that a Town Council has been formed for Cranbrook which is willing and able to take on the responsibility for the Town Council Facilities)

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

WJ



19740

THE COMMON SEAL of)
DEVON COUNTY COUNCIL was)
hereunto affixed in the presence of:

MOM
MEGAN ORES



A Duly Authorised Officer

County Solicitor/Assistant County Solicitor

DOCUMENT No. 48882

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**

)
)
)

.....
[Name of First Attorney]

.....
[Name of Second Attorney]

in the presence of:

Witness signature

Name:.....

Address:.....

Occupation: