

DATED

11 MAY

2022

**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**

**Cranbrook Town Council (6)**

**and**

**HDD Cranbrook Limited (7)**

**TOWN CENTRE CRANBROOK S106**

Agreement made under Sections 106 and 106A of the Town and Country Planning Act 1990 relating to land within the Town Centre at Cranbrook Devon

This Deed is made the 11<sup>th</sup> day of MAY, 2022

**Between:**

- (1) **EAST DEVON DISTRICT COUNCIL** of Blackdown House, Border Road, Heathpark Industrial Estate, Honiton, EX14 1EJ ("**EDDC**")
- (2) **DEVON COUNTY COUNCIL** of County Hall Topsham Road Exeter Devon EX1 ("**DCC**")
- (3) **TAYLOR WIMPEY DEVELOPMENTS LIMITED** (Company Registration Number 00643420) whose registered office is at Gate House, Turnpike Road, High Wycombe, Buckinghamshire, HP12 3NR ("**Taylor Wimpey**")
- (4) **HALLAM LAND MANAGEMENT LIMITED** (Company Registration Number 02456711) whose registered office is at Banner Cross Hall, Ecclesall Road South, Sheffield S11 9PD ("**Hallam**")
- (5) **PERSIMMON HOMES LIMITED** (Company Registration Number 04108747) whose registered office is at Persimmon House Fulford York YO19 4FE ("**Persimmon**")
- (6) **CRANBROOK TOWN COUNCIL** of the Younghayes Centre 169 Younghayes Road Cranbrook Devon EX5 7DR ("**CTC**")
- (7) **HDD CRANBROOK LIMITED** (Company Registration Number 11760059) whose registered office is at Pavilion House, 14-16 Bridgford Road, West Bridgford, Nottingham, Nottinghamshire, England, NG2 6AB ("**HDD**")

together "**the Parties**"

**BACKGROUND**

- (A) This Deed amends the provisions of the S106 Agreement and imposes new obligations in relation to the Site
- (B) The Owners are the freehold owners of title number DN640317 which comprises the Site, the Sheffield Stand Land and other land
- (C) HDD have agreed terms for the purchase of the Site and desires to develop the Site
- (D) The Owners and HDD have together submitted the Reserved Matters Applications to EDDC for the development of the Site
- (E) EDDC is a Local Planning Authority for the purposes of the Act for the area within which the Land is situated and has the benefit of certain of the Obligations made under section 106 of the Act and secured by the S106 Agreement
- (F) DCC is also a local planning authority and also has the benefit of certain Obligations made under section 106 of the Act and secured by the S106 Agreement
- (G) CTC is the Town Council for Cranbrook and has agreed to accept a Town Square Transfer of the Town Square to be provided at the Site


**1 OPERATIVE PROVISIONS**

In pursuance of sections 106 and section 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**

- 1.1 This Deed shall become effective upon the Reserved Matters Consents becoming Challenge Free save for clauses 1-2, 5, 7.1 and 8-17 and paragraph 1.1 to Schedule 2 which shall come into effect from the date of this Deed
- 1.2 This Deed is entered into under Section 106A of the Act to discharge the Obligations against the Owners and their successors in title to the Site for the purposes of the Act
- 1.3 This Deed is entered into under Section 106 of the Act to create new and modified planning obligations for the purposes of the Act in relation to the Site and the Sheffield Stand Land and is enforceable against the Site by EDDC and DCC as local planning authorities against the Owners (and their successors in title) for the time being of the relevant part of the Site or Sheffield Stand Land (as appropriate) in relation to the obligations affecting that part of the Site or Sheffield Stand Land (as appropriate)
- 1.4 Nothing in this Deed shall prevent the Owners or HDD from carrying out development of the Site subject to a planning permission (whether a full permission or revised reserved matters permission) granted after the date of the Reserved Matters Consent(s)
- 1.5 If the Reserved Matters Consent(s) expire without the Commencement of the Town Centre Development or is/are quashed as a result of any legal proceedings in the courts or is/are revoked without the consent of the Owners the new planning obligations in the Schedules to this Deed shall cease to have effect

**2 INTERPRETATION**

- 2.1 References to clauses paragraphs and schedules are references to the clauses paragraphs and schedules in this Deed unless the contrary intention is shown
- 2.2 In this Deed the following definitions shall apply:

<b>“Account”</b>	means: 
<b>“Act”</b>	means the Town and Country Planning Act 1990 (as amended)
<b>“Approved Travel Plan”</b>	means a travel plan in the form annexed to this Deed at Appendix 4 (which has been approved by DCC) or such other travel plan as shall from time to time be submitted by the relevant Owners of the Supermarket Land to and approved by DCC (such approval not to be unreasonably withheld or delayed)

<b>“BREEAM Certificate”</b>	means a certificate produced by a BRE licensed assessor certifying the BREEAM Standard of a non-residential building
<b>“BREEAM Standard”</b>	BREEAM Standard (Shell Only) or BREEAM Standard (Full) as applicable
<b>“BREEAM Standard (Shell Only)”</b>	means a “Shell Only” assessment and certification under the 2014 BRE Environmental Assessment Standards produced by the Building Research Establishment
<b>“BREEAM Standard (Full)”</b>	means a “Fully Fitted” assessment and certification under the 2014 BRE Environmental Assessment Standards produced by the Building Research Establishment
<b>“BREEAM Standard Very Good”</b>	means the relevant term as set out within BREEAM Standard
<b>“Building Contractor”</b>	means such contractor or contractors appointed by the Owners of the Town Square to carry out the Town Square Works
<b>“Building Regulations”</b>	means building regulations made under the Building Act 1984 or any superseding legislation which regulates the construction standard of High Street Units
<b>“Burndown Event”</b>	means an event beyond the reasonable control of the Owners which results in the partial or total destruction of a High Street Unit prior to its completion to Shell Standard
<b>“Challenge Free”</b>	means the passing of six weeks after the date of the Reserved Matters Consents without a challenge being made against any of the Reserved Matters Consents by way of Judicial Review and if such challenge is made the Reserved Matters Consents shall not be challenge free until six weeks after the later of the date that such Judicial Review is finally determined by the court and the challenge is dismissed or the date upon which the Reserved Matters Consents are re-issued if such Judicial Review is successful (and Provided That no further challenge is made against such re-issued Reserved Matters Consents in which event this process shall be repeated)
<b>“Charge Holder”</b>	means any mortgagee or chargee of the Site or any part thereof or the successors in title to such mortgagee or chargee or any receiver or manager appointed by such mortgagee or chargee
<b>“Collateral Warranty”</b>	means a deed to be given to CTC by the Building Contractor, Structural Engineer and the Employer’s Agent in the respective forms attached at <b>Appendix 6</b> with such variations as may be approved by CTC (such approval not to be unreasonably withheld or delayed)
<b>“Commencement of Construction”</b>	means the commencement or carrying out of any works of construction to any Dwelling/High Street Unit/Town Square Works (as relevant)
<b>“Commencement of the Town Centre Development”</b>	means the date that any part of the Town Centre Development is begun on the Site within the meaning of Section 56(4) of the Act pursuant to the Planning Permission and a Reserved Matters Consent(s)

<b>“Considerate Constructors Scheme”</b>	means the Construction Industry Board’s Considerate Constructors Scheme as varied from time to time and presently administered by Construction Umbrella Bodies (Holdings) Ltd
<b>“Deeds of Variation”</b>	<p>means the following Section 106 Deeds of Variation to the S106 Agreement:</p> <ul style="list-style-type: none"> <li>- a deed dated 26 November 2013 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);</li> <li>- a second deed dated 26 November 2013 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)</li> <li>- a deed dated 24 November 2014 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)</li> <li>- a deed dated 13 May 2016 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) Devon and Cornwall Housing Limited (9)</li> <li>- a deed dated 8 December 2016 between Devon County Council (1) Taylor Wimpey Developments Limited (2) Hallam Land Management Limited (3) Persimmon Homes Limited (4)</li> <li>- a deed dated 18 May 2018 between East Devon District Council (1) Devon County Council (2) Taylor Wimpey Developments Limited (3) Hallam Land Management Limited (4) Persimmon Homes Limited (5)</li> <li>- a deed dated 16 November 2018 between East Devon District Council (1) Taylor Wimpey Developments Limited (2) Hallam Land Management Limited (3) Persimmon Homes Limited (4)</li> <li>- a deed dated 17 October 2019 between East Devon District Council (1) Taylor Wimpey Developments Limited (2) Hallam Land Management Limited (3) Persimmon Homes Limited (4)</li> <li>- a deed dated 25 June 2021 between East Devon District Council (1) Taylor Wimpey Developments Limited (2) Hallam Land Management Limited (3) Persimmon Homes Limited (4) and Cranbrook Town Council (5)</li> </ul>
<b>“District Heating Facility”</b>	means the energy centre provided at Skypark from which hot water and heating for the development permitted by the Planning Permission including the Town Centre Development (or any part of the Town Centre Development) is provided and shall include pipes and or other apparatus to be laid within both existing adopted

	highways and highways to be constructed (whether or not adopted or to be adopted) within the Site
<b>“Dwelling”</b>	means a residential unit of occupation approved at the Site pursuant to a Reserved Matters Consent
<b>“Employer’s Agent”</b>	means Baker Ruff Hannon LLP (company number OC400440) whose registered office is at Home Field View (South), Prockters Farm Offices, West Monkton, Taunton TA2 8QN or such other person as the Owners of the Town Square may appoint in their place as the employer's agent under the building contract for the Town Square Works;
<b>“First Occupation”</b>	means first occupation of the relevant building comprised in the Town Centre Development but does not include temporary occupation for the purposes of construction, fitting out, marketing or security and “First Occupier” and “First Occupier” shall be construed accordingly
<b>“Further Mitigation Contribution”</b>	means the sum of Eight Hundred and Eighty Nine Pounds and Ninety Five Pence £889.95 per Dwelling to be paid by the Owners to EDDC under the terms of paragraph 3.5 or 4.1.2 to Schedule 1 as a contribution towards the cost of further survey work and mitigation measures at the Exe Estuary and Pebblebed Heaths SPA and SAC
<b>“High Street Units”</b>	means the units to be provided on the Retail Phase 1 Land in accordance with Schedule 1 to this Deed to be used for any one or more of use classes A1 A2 A3 A4 or A5 as at 31 August 2020
<b>“Maximum Heating Connection Cost”</b>	means the sum of £1,500 multiplied by the quarterly figure for the figure for the all items excluding mortgage interest (rpix) retail prices index for the quarter immediately preceding the date of Commencement of Town Centre Development and divided by the figure for the all items excluding mortgage interest (rpix) retail prices index for the fourth quarter of 2010
<b>“the Nursery Land”</b>	means that part of the Site shaded orange on the Town Centre Plan
<b>“the Nursery RMA”</b>	means the application for Reserved Matters Consent submitted in relation to the Nursery Land and given application reference 21/2021/RES for Approval of the reserved matters of access, appearance, landscaping, layout and scale children's day nursery with associated engineering works, infrastructure, car parking and landscaping
<b>“the Obligations”</b>	means all of the covenants obligations agreements requirements restrictions and stipulations contained in the S106 Agreement whether made under section 106 of the Act or otherwise and which are enforceable against one or more persons with an interest in the Site

<b>“On-Site Renewable Energy Sources”</b>	means sources and measures from which renewable energy may be taken to meet any part of the energy needs of the Supermarket
<b>“the Owners”</b>	means Taylor Wimpey, Hallam and Persimmon
<b>“Planning Permission”</b>	means the planning permission granted by EDDC on 29 October 2010 for outline planning application for the development of a new community comprising up to 2,900 dwellings a town centre and a local centre including retail residential and employment assembly and leisure uses non-residential institutions (including two primary schools and 1 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 and given reference number 7/22/03/P1900/0079
<b>“Quarter Day”</b>	means 25 March, 24 June, 29 September, 25 December
<b>“Reserved Matters Application”</b>	means (as the context so requires) any one or more of the: <ul style="list-style-type: none"> <li>- Supermarket RMA</li> <li>- Nursery RMA and/or</li> <li>- Retail RMA</li> </ul>
<b>“Reserved Matters Consent”</b>	means one or more of the consents that may be issued by EDDC in determination of the Reserved Matters Application(s)
<b>“Retail Build Deadline”</b>	means the earlier of: <ul style="list-style-type: none"> <li>(a) the date 24 months from Commencement of Construction of the first High Street Unit (subject to reasonable extensions of time agreed between the Employer’s Agent and EDDC following any Burndown Event or any other reason which has or is likely to cause delay); and</li> <li>(b) the date 5 years from but not including the date of this deed</li> </ul>
<b>“Retail Phase 1 Land”</b>	means that part of the Site shaded green but not edged yellow on the Town Centre Plan
<b>“Retail RMA”</b>	means the application for Reserved Matters Consent given application reference 21/2020/MRES submitted in relation to that part of the Site not being the Supermarket Land, Town Square and Nursery Land for approval of the reserved matters of access, appearance, landscaping, layout and scale for the southern side of the High Street comprising 11 retail units (to comprise A1, A2, A3, A4, A5 uses, in accordance with the outline consent (now recognised as falling within Class E)) and 26 residential dwellings,

	with associated engineering works, infrastructure, car parking and landscaping
<b>“Retail Phase 2 Land”</b>	means that part of the Site shaded green and edged yellow on the Town Centre Plan
<b>“S106 Agreement”</b>	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) Hallam Land Management Limited (4) Persimmon Homes (South West) Limited (5) Redrow Homes Limited (6) the Owners (being Raymond Manvill, Joyce Patricia Manvill, Frederick Ford Northmore, Rose Northmore, David Asbury Ingram, Redrow Homes (South West) Limited, Persimmon Homes Limited, John Charles Martin Gibbins, David Martin Gibbins, Beryl Joyce Whidden, Diana Mary Weekes, Taylor Wimpey Developments Limited, Hallam Land Management Limited, David John Griffin, William Richard Trump, Suzanne Mary Trump, Philip Richard Trump, Janet Louise Harvey, Steven George Manvill and Alan John Burrough) (7) and the Chargees (being Lloyds TSB PLC, Margaret Rosemary Burrough, Jonathan Mark Hoggett, Keith Hoskin, Roger Percy Carne, Helen Elizabeth Bowker, Katie Jane Down, Margaret Diane Barnes and Mary Alison Ackland) (8) relating to land north of Rockbeare Devon (Cranbrook) as varied by the Deeds of Variation
<b>“Sheffield Stand”</b>	means a stainless steel roof fixed such as Marshalls Sheffield Cycle Stand or similar or such other cycle stand as the Council may agree in writing
<b>“Sheffield Stand Land”</b>	means the area shaded yellow on the Sheffield Stand Land Plan
<b>“Sheffield Stand Land Plan”</b>	means the plan at Appendix 7
<b>“Shell Specification”</b>	<p>means (in relation to 5 of the High Street Units referred to in Paragraph 3.1 of Schedule 1) those 5 High Street Units are to be constructed to the following standard:</p> <p>(a) shall have a gross internal area of not less than 500 sq m;</p> <p>(b) shall be constructed to shell so as to be wind and watertight including a glazed shopfront;</p> <p>(c) that physical connection points for all services as below are to be provided:</p> <ul style="list-style-type: none"> <li>• Water service (to an internal stop cock)</li> <li>• Electricity (ready to receive meter connection)</li> <li>• Telecoms (ducts into each unit connected to the nearest network chamber)</li> <li>• Foul and storm drainage (outlets within the floor of each unit)</li> </ul>

	<p>(d) District Heating Network pipework (but without requirement for any meter or internal pipework) is to be installed to the relevant High Street Unit to allow for a connection in future or such other specification as shall from time to time be submitted by the Owners to and approved by East Devon District Council (such approval not to be unreasonably withheld or delayed).</p> <p>The Shell Specification is further defined in Appendix 3 to this Deed.</p>
<p><b>“Shell Standard”</b></p>	<p>means completion of the whole of the relevant High Street Unit so that:</p> <p>(a) it is wind and water tight (but without obligation for the final shopfront to have been installed);</p> <p>(b) that physical connection points for all services as below have been provided:</p> <ul style="list-style-type: none"> <li>• Water service (to an internal stop cock)</li> <li>• Electricity (ready to receive meter connection)</li> <li>• Telecoms (ducts into each unit connected to the nearest network chamber)</li> <li>• Foul and storm drainage (outlets within the floor of each unit)</li> </ul> <p>(c) District Heating Network pipework (but without requirement for any meter or internal pipework) has been installed to the relevant High Street Unit to allow for a connection in the future;</p> <p>(d) that there are safe means of pedestrian access to and from the relevant High Street Unit;</p> <p>(e) that a completion certificate or final certificate has been issued in accordance with Building Regulations by the relevant local authority or an approved inspector in respect of (inter alia) the relevant High Street Unit;</p> <p>(f) that the Owners have provided written evidence to EDDC as the planning authority that the planning conditions in the Planning Permission and the Retail RMA which are required to be complied with prior to first occupation of the High Street Unit have been complied with other than conditions which relate to operational matters or conditions that are compliance matters or conditions relating to signage; and</p> <p>(g) that the Owners have provided a statement or certificate of practical or sectional completion to EDDC which confirms that the relevant High Street Unit has been practically</p>

	completed in accordance with the relevant building contract section which includes as a minimum the Shell Specification.
<b>“the Site”</b>	means the land forming part of the Cranbrook New Community and edged blue on the Town Centre Plan comprising the Town Square, the Supermarket Land, the Nursery Land, the Retail Phase 1 Land, and the Retail Phase 2 Land
<b>“Structural Engineer”</b>	means Brooksbank Consulting Limited
<b>“Supermarket”</b>	means a food store for the sale of goods which shall be no more than 3,500 square metres gross retail floor area and which shall be primarily for the sale of food and groceries
<b>“the Supermarket Land”</b>	means that part of the Site shaded purple and not hatched and edged in black on the Town Centre Plan
<b>“the Supermarket RMA”</b>	means the application for Reserved Matters Consent submitted in relation to the Supermarket Land and the Town Square given reference 21/2033/MRES for approval of the reserved matters of access, appearance, landscaping, layout and scale for retail uses comprising a supermarket and Cranbrook town square, with associated engineering works, infrastructure, car parking and landscaping
<b>“Town Centre Development”</b>	means the development of the Site in accordance with the Planning Permission and the Reserved Matters Consent(s)
<b>“the Town Centre Plan”</b>	means the plan at appendix 5 to this Deed showing the Site, the Town Square, the Supermarket Land, the Nursery Land, the Retail Phase 1 Land, and the Retail Phase 2 Land
<b>“Town Square”</b>	means the part of the Site shaded purple and edged and hatched black on the Town Centre Plan which is to laid out and completed as public realm and to be transferred to CTC but excluding any buildings which overhang such land at first floor level or above and the airspace above such buildings
<b>“Town Square Bond”</b>	means £10,000
<b>“Town Square Commuted Sum”</b>	means £25,000 to be used for ongoing maintenance of the lift on the Town Square
<b>“Town Square Completion Standard”</b>	means completion of the whole of the relevant Town Square so that it meets the following criteria: <ul style="list-style-type: none"> <li>• the Town Square is ready for beneficial use; and</li> <li>• the Town Square has been constructed and completed in accordance with:</li> </ul>

	<p>- the Town Square Specification to the satisfaction of CTC and EDDC provided that the existence of Snagging Items (as defined in paragraph 1.1.4 of Schedule 1) that are capable of being rectified during the Town Square Maintenance Period shall not prevent the Town Square Completion Standard;</p> <ul style="list-style-type: none"> <li>○ the Planning Permission;</li> <li>○ all necessary consents;</li> <li>○ in accordance with all statutory or other legal requirements and the requirements of statutory undertakings;</li> <li>○ in compliance with all relevant British Standards, and codes of practices; and</li> </ul> <ul style="list-style-type: none"> <li>• by selecting and using any products which at the time of specification or use are generally known within the construction industry in the United Kingdom to be deleterious to health and safety</li> </ul>
<b>“Town Square Maintenance Period”</b>	means 12 months from the Town Square having achieved the Town Square Completion Standard within which any repairs and rectification of any defects identified within the 12 months period shall be undertaken by the Owners of the Town Square
<b>“Town Square Specification”</b>	means the specification for the carrying out of Town Square Works appended to this Deed at Appendix 2 subject to any changes the Owners may reasonably require and agreed by CTC and EDDC in writing (acting reasonably and within a reasonable timeframe)
<b>“Town Square Transfer”</b>	means the draft transfer appended to this Deed at Appendix 1
<b>“Town Square Works”</b>	means works to construct the Town Square in accordance with the Town Square Specification
<b>“Traffic Regulation Order”</b>	means the Devon County Council (Traffic Regulation & On-Street Parking Places) Consolidation Order 2017 or such permanent traffic regulation order made under the Road Traffic Regulation Act 1984 as may replace the same relating to traffic regulation on the roads Court Royal and Tillhouse Road in so far as they are adjacent to the boundaries of the Town Centre Development
<b>“Working Day(s)”</b>	means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England

### **3 DISCHARGE OF THE S106 AGREEMENT**

3.1 Upon the Commencement of the Town Centre Development the Obligations within the S106 Agreement that bind:

3.1.1 the Site (or any part(s) thereof); and/or

3.1.2 are enforceable against anyone with any interest in the Site

shall be discharged in respect of the Site and determine absolutely and not be enforceable against the owners of the Site and/or their successors in title.

3.2 For the avoidance of doubt:

3.2.1 the Owners shall not be required to carry out any of the Obligations relating to the Site by virtue of their continuing Ownership of the Land (as defined in the s106 Agreement) which is not part of the Site; and

3.2.2 it is agreed between the Parties that there shall be no duplication between this Deed and the S106 Agreement such that obligations under this Deed shall not also be required to be observed required or delivered under the S106 Agreement

### **4 OBLIGATIONS AFFECTING THE SITE**

4.1 Upon the release of the Obligations under the terms of clause 3 the Owners hereby covenant with EDDC and DCC that the terms of Schedule 1 to this Deed shall bind the Site (or parts thereof) as set out therein

4.2 Upon the release of the Obligations under the terms of clause 3 EDDC hereby covenant and agree with the Owners in the terms of Schedule 2 to this Deed as set out therein and that they will not enforce nor seek to enforce the Obligations in the S106 Agreement which affect the Land against the Site and that only the obligations within this Deed shall be enforceable against the Site

4.3 Upon the release of the Obligations under the terms of clause 3 DCC hereby covenant and agree with the Owners in the terms of Schedule 3 to this Deed as set out therein and that they will not enforce nor seek to enforce the Obligations in the S106 Agreement against the Site and that only the obligations within this Deed shall be enforceable against the Site.

4.4 Upon the release of the Obligations under the terms of clause 3 CTC hereby covenant and agree with EDDC and the Owners in the terms of Schedule 4 to this Deed

### **5 OBLIGATIONS AFFECTING THE SHEFFIELD STAND LAND**

5.1 The Owners hereby covenant with EDDC and DCC in respect of the Sheffield Stand Land only to install two Sheffield Stands within the Sheffield Stand Land in the locations approved by EDDC (acting reasonably and without unreasonable delay) as soon as practicable and in any event prior to First Occupation of any building constructed on the eastern half of the Retail Phase 1 Land (block a); and

5.2 For the avoidance of doubt the obligations at clause 5.1 do not bind any part of the Site and EDDC and DCC will not enforce nor seek to enforce the obligation in clause 5.1 of this deed against the Site.

## **6 CONFIRMATION OF COMPLIANCE**

6.1 EDDC or DCC or CTC as appropriate shall upon receipt of a written request from the Owners (and their successors in title) and without unreasonable delay at any time after any of the planning obligations under this Deed have been fulfilled issue written confirmation thereof

## **7 LOCAL LAND CHARGE**

7.1 EDDC shall register this Deed as a local land charge against the Site

7.2 Within ten (10) Working Days of the Owners giving EDDC written notice of the Commencement of the Town Centre Development EDDC shall in respect of the Site remove the S106 Agreement from the register of local land charges and provide written evidence of such removal to the Owners

## **8 EXEMPTIONS**

8.1 This Deed shall not be enforceable against:

8.1.1 Owners, occupiers and tenants (or their Charge Holder(s)) of any Dwellings;

8.1.2 Owners, occupiers and tenants (or their Charge Holder(s)) of any completed commercial or institutional building or unit provided that the exemption provided by this sub-clause does not apply in relation to the provisions contained in paragraphs 2.3, 2.4, 5.1 and 5.2 to Schedule 1;

8.1.3 Any statutory body acquiring any part of the Town Centre Development to be held for public purposes

8.1.4 any owner of an electricity sub-station and/or gas governor site and/or pumping station or other service supply installation acquiring part of the Site for the purposes of their statutory undertaking

nor those deriving title from them

8.2 No person will be liable for any breach of this Deed unless they hold an interest in that part of the Site in respect of which such breach occurs or held such an interest at the date of the breach

8.3 No person shall be liable for a breach of the restrictions and obligations contained in this Deed after that person has parted with all interest in the Site or that part in respect of which the breach occurs but without any prejudice to any liability for any breach committed prior to such parting

## **9 HDD'S CONSENT**

9.1 HDD consents to its interest in the Site being bound hereby and covenants with EDDC and DCC that upon acquiring a freehold or leasehold interest in the Site it will be subject to the obligations in this Deed as a person deriving title thereto PROVIDED THAT it shall have no

liability under the terms of this Deed unless and until it acquires the freehold or a leasehold interest in the Site.

- 9.2 If HDD requests that DCC secure any Traffic Regulation Orders in respect of the roads Court Royal and Tillhouse Road in so far as they are adjacent to the boundaries of the Town Centre Development to provide for limited waiting (on terms to be agreed between DCC and HDD) then HDD will pay to DCC upon demand the full and actual costs reasonably and properly incurred by DCC in securing such Traffic Regulation Orders.

## **10 SECURITY**

- 10.1 It is acknowledged and declared that this Deed has been entered into by the Owners such that the planning obligations shall be binding on the Site and that the security of any future mortgage/charge over the Site shall (subject to Clause 8.1) take effect subject to this Deed PROVIDED THAT that any future mortgagee or chargee shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as it is were a person deriving title from the Owners

## **11 INTEREST**

- 11.1 If any payment due under this Deed is paid late interest will be payable from the date payment is due to the date of payment at the rate of 2% per annum above the base rate of the Bank of England at that time.

## **12 VAT**

- 12.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

## **13 DISPUTE RESOLUTION**

- 13.1 In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed such dispute or difference may be referred at the request of either party to an independent and suitable person holding appropriate professional qualifications and experience ("**the Specialist**") in relation to such matters as may be in dispute. Such person shall be appointed (in the absence of agreement) in accordance with Clause 13.2 below and shall act as a Specialist whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the Specialist shall determine and failing such determination shall be borne by the parties in equal shares.
- 13.2 In the absence of agreement as to the appointment or suitability of the Specialist pursuant to Clause 13.1 or as to the appropriateness of the professional body then such question may be referred by either party to the President or next most senior available officer of the Law Society who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination to determine the dispute acting as a Specialist and his decision shall be final and binding on all parties in the absence of a manifest error and his costs shall be payable by the parties to the dispute in such

proportion as the Specialist shall determine and failing such determination shall be borne by the parties in equal shares.

- 13.3 The Specialist shall be required to give notice to each of the said parties requiring them to submit to him within twenty (20) Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten (10) Working Days. . If the Specialist considers a hearing is necessary, he shall be required to give notice to each of the said parties of his intention to hold a hearing within ten (10) Working Days after he has received the counter written submission.
- 13.4 Any Specialist howsoever appointed shall be subject to the express requirement that a decision is reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty (20) Working Days after the conclusion of any hearing that takes place or twenty (20) Working Days after he has received any final written representations pursuant to clause 13.3, whichever is the later.
- 13.5 A referral to the Specialist in respect of whether all/any of the 5 High Street Units identified within the Owner's self-certification pursuant to paragraph 3.1.2 of Schedule 1 have/have been completed to the Shell Standard may not be made by EDDC later than 20 Working Days after receiving the Owners' self-certification pursuant to paragraph 3.1.2 of Schedule 1.

#### **14 JURISDICTION**

- 14.1 This Deed shall be governed and construed in accordance with English law and the parties submit to the jurisdiction of the English courts.

#### **15 DELIVERY**

- 15.1 The provisions of this Deed (other than this Clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

#### **16 COUNTERPARTS**

- 16.1 This Deed may be signed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one Deed.

#### **17 LEGAL COSTS**

- 17.1 HDD shall pay the reasonable legal fees of EDDC, DCC and CTC in respect of the negotiation and completion of this Deed.

**IN WITNESS** whereof this document has been executed as a deed by the parties hereto but is not intended to have legal effect until it has been unconditionally delivered and dated.

## Schedule 1 – Owners obligations in respect of the Site

The Owners covenant in respect of the Site (or such parts of the Site where indicated below):

### 1 Town Square

1.1 In respect of the Town Square only:

- 1.1.1 Prior to First Occupation of the first High Street Unit the Owners of the Town Square shall have completed the Town Square Works to the Town Square Completion Standard and opened the Town Square for use. The Owners of the Town Square shall give not less than 10 Working Days written notice to CTC of the date on which the Employer's Agent intends to inspect the Town Square for the purpose of certifying whether the Town Square Works have been practically completed to the Town Square Completion Standard.
- 1.1.2 CTC's surveyors (in reasonable numbers) who shall all be suitably qualified shall be allowed to accompany the Employer's Agent on the relevant inspection or re-inspection prior to the issue of the certificate in respect of the Town Square Works.
- 1.1.3 CTC's surveyors who shall all be suitably qualified shall be entitled to make representations to the Employer's Agent in relation to the Town Square Works in respect of:
  - (a) any defects they have identified in the Town Square Works due to materials or workmanship not being in accordance with the Town Square Specification and which should be included in the written schedule of defects to be annexed to the Employer's Agent's certificate in accordance with paragraph 1.1.4 below; and
  - (b) whether a certificate certifying that the Town Square Works have been practically completed to the Town Square Completion Standard should be issued;

but the Employer's Agent's professional opinion shall not be fettered by any such representations.

- 1.1.4 Within 5 Working Days of such inspection the Employer's Agent shall certify in writing to CTC and EDDC whether or not the Town Square Works have been practically completed to the Town Square Completion Standard and shall attach to their certificate a written list of any defects in the Town Square Works identified at such inspection by the Employer's Agent due to materials or workmanship not being in accordance with the Town Square Specification but which were not sufficient to prevent the Employer's Agent from certifying that the Town Square Works have been practically completed to the Town Square Completion Standard ("**Snagging Items**") or shall certify in writing to CTC and EDDC that there are no Snagging Items identified at such inspection. Where defects identified during the inspection prevent the Employer's Agent from

certifying that the Town Square Works have been practically completed to the Town Square Completion Standard, the process in paragraph 1.1.1 – 1.1.5 shall be repeated until the Employer's Agent is able to so certify.

- 1.1.5 The Owners of the Town Square shall rectify any Snagging Items as soon as reasonably practicable and within the Town Square Maintenance Period following practical completion of the Town Square Works to Town Square Completion Standard to the reasonable satisfaction of CTC
- 1.1.6 the Owners of the Town Square shall deliver to CTC the Town Square Transfer duly executed by the Owners of the Town Square released for CTC to complete such Town Square Transfer of the Town Square within one (1) month of the rectification of the Snagging Items to the reasonable satisfaction of CTC or (if sooner) within one (1) month of the Employer's Agent certifying in writing to the CTC and EDDC that there are no Snagging Items
- 1.1.7 The Employer's Agent shall not be prevented from certifying that the Town Square Works have been practically completed to the Town Square Completion Standard and completion of the Town Square Transfer shall not be delayed solely due to outstanding planting required by any landscaping scheme in connection with the Reserved Matters Consents where the reason for such works not having been completed is that the plants need to be planted in an appropriate planting season and if this is the case the Owners of the Town Square (or the party who transferred the Town Square to CTC, if the first appropriate planting season falls after the transfer provided for in Paragraph 1.1.10) shall plant such plants in the first appropriate planting season following practical completion of the Town Square Works to the Town Square Completion Standard. The plants shall be maintained for a period of 12 months from the date of planting by the party who planted them.
- 1.1.8 the Owners of the Town Square shall pay the Town Square Commuted Sum to CTC on or before completion of the Town Square Transfer provided that for the avoidance of doubt payment of such sum shall represent the Owners only liability in relation to the ongoing maintenance of the Town Square and the lift within the Town Square
- 1.1.9 Until the Town Square Transfer (duly executed by the Owners of the Town Square) is delivered to CTC the Owners of the Town Square shall continue to maintain the Town Square to the Town Square Completion Standard to the reasonable satisfaction of CTC unless other arrangements are agreed between CTC and the Owners for the maintenance of the Town Square
- 1.1.10 Notwithstanding the provisions of paragraphs 1.1.7 and 1.1.9, the party who transfers the Town Square to CTC shall correct any defects in the Town Square Works due to materials or workmanship not being in accordance with the Town Square Specification identified and notified by CTC to them during the Town Square Maintenance Period to the reasonable satisfaction of CTC

- 1.1.11 In the event of any dispute as to or whether there are any Snagging Items or other defects in the Town Square Works due to materials or workmanship not being in accordance with the Town Square Specification the matter shall be determined by the Employer's Agent in their professional opinion and the Owners of the Town Square shall direct the Employer's Agent to pay due and proper regard to any reasonable representations made by CTC's surveyors in relation to such dispute but the Employer's Agent's professional opinion shall not be fettered by any such representations
- 1.1.12 Prior to Commencement of Construction of the Town Square Works the Owners of the Town Square shall deliver to CTC the Collateral Warranties addressed to CTC from the Building Contractor and the Employer's Agent (duly executed and ready for completion by CTC once executed by the CTC)
- 1.1.13 When the Town Square is transferred to CTC, the Owners of the Town Square shall ensure that it is transferred free of any Land Registry restrictions other than the restriction shown in entry B4 of the Proprietorship Register of Title Number DN640317 as at 16 October 2020 at 09:58:18 and the restriction (or a restriction of equivalent effect to it) in the Town Square Transfer
- 1.1.14 the party who transfers the Town Square to CTC shall deposit the Town Square Bond into the Account on or before completion of the Town Square Transfer
- 1.1.15 CTC's interest in the Town Square Bond shall be fiduciary as trustee for the party who transfers the Town Square to CTC (but without obligation to invest) and the party who transfers the Town Square Bond to CTC's interest therein shall be subject only to the right of CTC to have recourse thereto from time to time for payment of any amount which it is entitled to deduct in accordance with paragraph 1.1.17 below.
- 1.1.16 CTC shall be entitled to the full beneficial interest in any interest accruing on the Account and under no duty to account for any such interest to the party who transfers the Town Square to CTC.
- 1.1.17 If the party who transfers the Town Square to CTC shall fail to:
- (a) commence to correct any defects in the Town Square Works identified and notified by CTC to them during the Town Square Maintenance Period within 14 days (or such other time period agreed between the parties acting reasonably having due regard to the extent of the defect) of being notified by CTC of such defect; or
  - (b) proceed regularly and diligently with such works

then CTC may give not less than 14 days written notice to such party of its intention to apply the Town Square Bond or some part thereof towards remedial works to rectify such defects and if the default has not been remedied within such period then CTC may thereafter use such monies held in the Account to rectify the defects so notified.

- 1.2 The obligations in this paragraph 1 shall not be enforceable against the owners, occupiers and tenants (or their Charge Holder(s)) of the Retail Phase 1 Land, the Retail Phase 2 Land, the Nursery Land and the Supermarket Land

## **2 Supermarket**

- 2.1 The Owners of the Supermarket Land shall adopt and implement (in accordance with the schedule of implementation contained within the Approved Travel Plan) the Approved Travel Plan with the aim of encouraging employees visitors and customers to adopt environmentally friendly modes of travel
- 2.2 The Owners of the Supermarket Land shall in respect of the Approved Travel Plan only (for five (5) years from first implementation of each Approved Travel Plan) upon reasonable written request from DCC provide to DCC from time to time and no more than once a year details of the actions taken pursuant to paragraph 2.1
- 2.3 The Owners shall construct the Supermarket to BREEAM Standard Very Good as set out in the BREEAM Standard (Full)
- 2.4 Prior to First Occupation of the Supermarket a pre-assessment to confirm the BREEAM Standard (Full) (and as soon as possible thereafter the BREEAM Certificate(s) for the Supermarket) must be obtained and given to the First Occupier of the Supermarket Provided That if it is no longer possible to obtain a BREEAM Certificate(s) from a BRE licensed assessor then the Owners of the Supermarket Land shall nevertheless be required to obtain a written certification from a suitably qualified surveyor familiar with the BREEAM Standard (Full) that the Supermarket would have achieved at least BREEAM Standard Very Good.
- 2.5 For the avoidance of doubt there shall be no obligation on the Owners (and any operators) for the Supermarket to connect to the District Heating Facility
- 2.6 Unless a District Heating Facility is used to heat the Supermarket the Owners of the Supermarket Land shall install On-Site Renewable Energy Sources on the Supermarket Land capable of generating at least 16.7% of the energy needs of the Supermarket and shall maintain and continue to operate such On-Site Renewable Energy Sources unless otherwise agreed in writing with EDDC.
- 2.7 The obligations in this paragraph 2 shall not be enforceable against the owners, occupiers and tenants (or their Charge Holder(s)) of the Town Square, Retail Phase 1 Land, Retail Phase 2 Land and the Nursery Land.

## **3 Retail Phase 1 Land**

- 3.1 The Owners of the Retail Phase 1 Land shall construct and complete 5 High Street Units to Shell Standard on the Retail Phase 1 Land by the Retail Build Deadline. For the avoidance of doubt the Shell Standard shall be achieved for a High Street Unit on the earlier of:
  - 3.1.1 a tenant signing a lease for the relevant High Street Unit; or

- 3.1.2 the Owners of the Retail Phase 1 Land having self-certified that the relevant High Street Unit has achieved Shell Standard
- 3.2 the Owners of the Retail Phase 1 Land having self-certified compliance with this obligation by serving notice on EDDC of that self-certification within 5 Working Days of its occurrence; In the event of any dispute as to whether all/any of the 5 High Street Units identified within the Owner's self-certification pursuant to paragraph 3.1.2 have/has been completed to the Shell Standard the matter may be referred by the Owners or EDDC to a Specialist in accordance with the provisions of Clause 12 Provided That the scope of such a dispute shall strictly be limited to the items which define the Shell Standard
- 3.3 The Owners of the Retail Phase 1 Land shall install pipework (but without requirement for any meter or internal pipework) to the High Street Units constructed on their land to enable a connection to be made to the District Heating Facility in future
- 3.4 The Owners of the Phase 1 Retail Land shall use reasonable endeavours to connect the District Heating Facility to the Dwellings on the Phase 1 Retail Land Provided That that the cost per Dwelling is no greater than the Maximum Heating Connection Cost. Further, for the avoidance of doubt this obligation shall not be enforceable against the occupiers and tenants (or their Charge Holder(s)) of the High Street Units.
- 3.5 The Owners of the Phase 1 Retail Land shall pay EDDC the Further Mitigation Contribution in payments to be made on each Quarter Day in respect of those Dwellings of which the Commencement of Construction has occurred in the quarter preceding any such payment
- 3.6 The obligations in this paragraph 3 shall not be enforceable against the owners, occupiers and tenants (or their Charge Holder(s)) of the Town Square, the Retail Phase 2 Land, the Nursery Land and the Supermarket Land

#### **4 Retail Phase 2 Land**

- 4.1 The Owners of the Retail Phase 2 Land shall:
- 4.1.1 use reasonable endeavours to connect the District Heating Facility to the Dwellings on the Phase 2 Retail Land Provided That that the cost per Dwelling is no greater than the Maximum Heating Connection Cost. Further, for the avoidance of doubt this obligation shall not be enforceable against the occupiers and tenants (or their Charge Holder(s)) of the High Street Units.
- 4.1.2 pay EDDC the Further Mitigation Contribution in respect of each Dwelling permitted on the Phase 2 Retail Land in payments to be made on each Quarter Day in respect of those Dwellings of which the Commencement of Construction has occurred in the quarter preceding any such payment
- 4.2 The obligations in this paragraph 4 shall not be enforceable against the owners, occupiers and tenants (or their Charge Holder(s)) of the Town Square, the Retail Phase 1 Land, the Nursery Land and the Supermarket Land

## **5 Nursery**

- 5.1 The Owners of the Nursery Land shall construct the Nursery to BREEAM Standard Very Good as set out in the BREEAM Standard (Shell Only) certification
- 5.2 Prior to First Occupation of the building to be constructed on the Nursery Land pursuant to the Nursery RMA a pre-assessment to confirm the BREEAM Standard (Shell Only) (and as soon as possible thereafter the BREEAM Certificate(s) for the building to be constructed on the Nursery Land pursuant to the Nursery RMA) must be obtained and given to the First Occupier of such building built pursuant to the Nursery RMA Provided That if it is no longer possible to obtain a BREEAM Certificate(s) from a BRE licensed assessor then the Owners of the Nursery Land shall nevertheless be required to obtain a written certification from a suitably qualified surveyor familiar with the BREEAM Standard (Shell Only) that such building built pursuant to the Nursery RMA would have achieved at least BREEAM Standard Very Good.
- 5.3 The Owners of the Nursery Land shall use reasonable endeavours to connect the District Heating Facility to the building to be constructed on the Nursery Land pursuant to the Nursery RMA.
- 5.4 The obligations in this paragraph 5 shall not be enforceable against the owners, occupiers and tenants (or their Charge Holder(s)) of the Town Square, the Retail Phase 2 Land, the Retail Phase 1 Land and the Supermarket Land.

## **6 Considerate Constructors Scheme**

- 6.1 The Owners shall ensure that any contractor appointed to construct any building on the Site pursuant to the Nursery RMA, Retail RMA and/or Supermarket RMA shall be registered on the Considerate Constructors Scheme or successor scheme

## **Schedule 2 – EDDC obligations**

### **1 Grant of the Reserved Matters Consent(s)**

- 1.1 EDDC covenants with the Owners to work proactively with the Owners in determining the Reserved Matters Consent(s) for the Town Centre Development

### **2 Further Mitigation Contribution**

- 2.1 EDDC covenants with the Owners to use the Further Mitigation Contribution to carry out surveys projects and works that are designed to mitigate the impact of the Town Centre Development on the Exe Estuary and Pebblebed Heaths SAC and SPAs (and for ancillary expenditure to such purposes) in accordance with the South East Devon European Site Mitigation Strategy dated 9 June 2014 or such other strategy as may be adopted by EDDC or as may otherwise be agreed from time to time with the Owners

### **3 Waste Collection**

- 3.1 EDDC covenants with the Owners to ensure the collection of household and commercial refuse on the Site pursuant to its duties under sections 45 and 45A of the Environmental Protection Act 1990 (or any subsequent replacement or amending provision) notwithstanding that any roads upon which refuse collection vehicles may need to travel are not adopted as highways maintainable at public expense Provided That any such roads are constructed to at least base course and in compliance with the relevant specification at that stage of the development as agreed between the Owners and DCC

### **4 Financial Contributions**

- 4.1 EDDC covenants with the Owners that in the event that upon the expiration of ten (10) years after the date on which any of the financial contributions were received by EDDC or due to be paid to EDDC under this Deed (whichever is the later) there should be any unexpended balance EDDC shall repay the said unexpended balance to the person(s) who made the payment(s) together with any interest accrued thereon at the base rate of National Westminster Bank Plc within ten (10) Working Days of receipt of any written request from the person(s) who made the payment(s) to do so

### **Schedule 3 – DCC obligations**

#### **DCC covenants with the Owners in respect of the Site:**

#### **1 Financial Contributions**

- 1.1 Not to use suffer or permit the financial contributions paid to it by the Owners pursuant to this Deed to be used for any purpose other than those specified in this Deed
- 1.2 In the event that upon the expiration of ten (10) years after the date on which any of the financial contributions were received by DDC or due to be paid to DDC under this Deed (whichever is the later) there should be any unexpended balance DDC shall repay the said unexpended balance to the person(s) who made the payment(s) together with any interest accrued thereon at the base rate of National Westminster Bank Plc within ten (10) Working Days of receipt of any written request from the person(s) who made the payment(s) to do so

#### **2 District Heating**

- 3.1 In its capacity as Highway Authority DCC hereby confirms and accepts in principle that it will adopt highways constructed as part of the Town Centre Development under which have been laid pipes or other services connected to the provision of combined heat and power as part of a District Heating Facility subject to the owners of the relevant land entering into an agreement pursuant to section 38 of the Highways Act 1980 and subject to the payment of the required inspection fee.

## **Schedule 4 – CTC obligations**

### **CTC covenants with EDDC and the Owners in respect of the Town Square:**

#### **1 Town Square Transfer**

CTC shall enter into the Town Square Transfer and use all reasonable endeavours to complete such Town Square Transfer of the Town Square for consideration not exceeding £1 within one (1) month of the rectification of the Snagging Items in accordance with paragraph 1.1.6 of Schedule 1 or where there are no Snagging Items within ten (10) working days of CTC receiving the Town Square Transfer from the Owners and for the avoidance of doubt CTC shall only be obligated to accept any transfer following completion of the Town Square Works to the Town Square Completion Standard.

#### **2 Financial Contributions**

- 2.1 Not to use suffer or permit the financial contributions paid to it by the Owners pursuant to this Deed to be used for any purpose other than those specified in this Deed
- 2.2 In the event that upon the expiration of ten (10) years after the date on which any of the financial contributions were received by CTC or due to be paid by the Owners under this Deed (whichever is the later) there should be any unexpended balance CTC shall repay the said unexpended balance to the person(s) who made the payment(s) together with any interest accrued thereon at the base rate of National Westminster Bank Plc within ten (10) Working Days of receipt of any written request from the person(s) who made the payment(s) to do so

#### **3 Town Square Use and Maintenance**

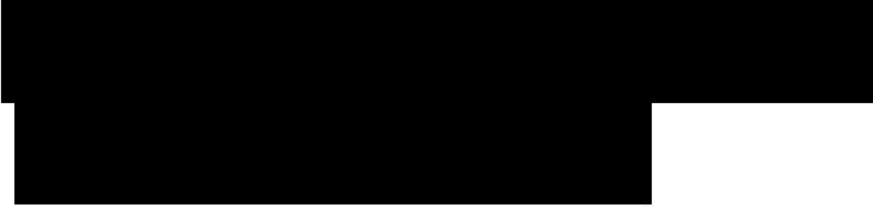
- 3.1 Following delivery of the Town Square Transfer (duly executed by the Owners of the Town Square) to CTC, CTC shall thereafter be responsible for use by members of the public and insurance of the Town Square as public open space (subject to the terms of the Town Square Transfer)
- 3.2 Following expiry of the Town Square Maintenance Period CTC shall thereafter be responsible for the maintenance of the Town Square as public open space
- 3.3 Within 14 days following expiry of the Town Square Maintenance Period (or if later following rectification to the reasonable satisfaction of CTC of any defects identified and notified by CTC to the Owners of the Town Square during the Town Square Maintenance Period) CTC shall repay the Town Square Bond (or the remainder thereof where CTC have had any recourse to the application of the Town Square Bond or any part thereof as provided for in paragraph 1.1.17 of Schedule 1) to the persons who originally deposited the Town Square Bond into the Account.

The COMMON SEAL of )

EAST DEVON DISTRICT COUNCIL was hereunto )

affixed in execution as a deed )

in the presence of:



The COMMON SEAL of )

DEVON COUNTY COUNCIL was hereunto )

affixed in execution as a deed )

in the presence of:

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

The COMMON SEAL of )  
DEVON COUNTY COUNCIL was hereunto )  
affixed in execution as a deed )  
in the presence of:



DOCUMENT No...51609

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

[Redacted Signature] .....  
Signature of First Attorney

Print name of First Attorney

[Redacted Name]

[Redacted Signature]

Signature of Second Attorney

Print name of Second Attorney

[Redacted Name]

in the presence of:

[Redacted Signature]

Witness signature

Witness Name:

[Redacted Name]

Witness Address:

**Taylor Wimpey UK Limited  
730 Waterside Drive  
Aztec West, Almondsbury  
Bristol  
BS32 4UE**

SIGNED as a DEED by ..... )  
as Attorney for HALLAM LAND MANAGEMENT )  
LIMITED under a Power of Attorney dated 17<sup>th</sup> March )  
2020 in the presence of the following witness to the )  
above signature )

.....  
Attorney Signature

Witness signature.....

Witness Name:.....

Address:.....

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

.....  
Signature of First Attorney

Print name of First Attorney .....

.....  
Signature of Second Attorney

Print name of Second Attorney .....

in the presence of:

.....  
Witness signature

Witness Name:

Witness Address:

**SIGNED** as a **DEED** by **AMY LOUISE STANBRIDGE** )  
**as Attorney for HALLAM LAND MANAGEMENT** )  
**LIMITED** under a Power of Attorney dated 22<sup>nd</sup> March )  
2021 in the presence of the following witness to the )  
above signature )

 .....  
Attorney Signature

Witness signature.... 

Witness Name:..... 

Address:..... 

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

[Redacted] )  
[Redacted] )

[Name of First Attorney]

[Redacted] )  
[Redacted] )

[Name of Second Attorney]

in the presence of:

Witness signature

Name: [Redacted] [Redacted]

Address: ..... *Persimmon Homes S. West*

Occupation: [Redacted] *Persimmon House  
Mallard Road  
Sowton Ind. Estate  
Exeter  
EX2 7LD*

**EXECUTED as a DEED by** )  
**CRANBROOK TOWN COUNCIL** )  
acting by two authorised signatories and )  
witnessed in the presence of the Proper )  
Officer )

.....  
First Authorised Signatory  
Print Name:

.....  
Second Authorised Signatory  
Print Name:

.....  
Signature of Proper Officer:  
Print Name of Proper Officer:

**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:

**EXECUTED** as a **DEED** by )  
**CRANBROOK TOWN COUNCIL** )  
acting by two authorised signatories and )  
witnessed in the presence of the Proper )  
Officer )

.....  
[Redacted Signature]  
.....  
First Authorised Signatory

Print Name: [Redacted Name]

.....  
[Redacted Signature]  
.....  
Second Authorised Signatory

Print Name: [Redacted Name]

.....  
[Redacted Signature]  
.....  
Signature of Proper Officer:

Print Name of Proper Officer: [Redacted Name]

EXECUTED as a DEED by )  
HDD CRANBROOK LIMITED )  
acting by a director )



Director

in the presence of:

Witness signature



Name:.....



Address:..... Pavilion House  
14-16 Bridgford Road.....

West Bridgford  
NOTTINGHAM

Occupation: NG2 6AB



## Appendix 1 – Town Square Transfer

**Any parts of the form that are not typed should be completed in black ink and in block capitals.**

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.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

1	Title number(s) out of which the property is transferred:  [New Title Number to be allocated out of DN640317]
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:  [New Title Number for Supermarket Plot to be allocated out of DN640317]
3	Property:  Town Square, Tillhouse Road, Cranbrook, Devon  The property is identified  <input checked="" type="checkbox"/> on the attached plan and shown:  edged red on the attached plan but <b>excluding</b> the parts [ ]m above ground level shown coloured blue on the attached plan  <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor:  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:  <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register:  Cranbrook Town Council  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:  <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix:

7	<p>Transferee's intended address(es) for service for entry in the register:</p> <p>Younghayes Centre 169 Younghayes Road Cranbrook Devon EX5 7DR</p>
8	<p>The transferor transfers the property to the transferee</p>
9	<p>Consideration</p> <p><input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): ONE POUND (£1.00)</p> <p><input type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p>
10	<p>The transferor transfers with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p> <p>10.1 The words "at his own cost" in Section 2(1)(b) of the LPMPA 1994 are deemed to have been replaced by "at the cost of the covenantee"</p> <p>10.2 The words "and could not reasonably be expected to" from section 3(1) of the LPMPA 1994 will be deemed to have been omitted</p> <p>10.3 For the purposes of section 6(2)(a) of the LPMPA 1994 the Transferee is considered to have actual knowledge of and the Property is expressly transferred subject to all matters:</p> <p>(i) contained or referred to in this transfer;</p> <p>(ii) now recorded in registers open to public inspection;</p> <p>(iii) apparent on inspection or rights acquired through long use whether or not apparent on inspection</p>
11	<p>Declaration of trust. The transferee is more than one person and</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares</p> <p><input type="checkbox"/> they are to hold the property on trust:</p>

12. Additional provisions

**12.1 Definitions and rules of interpretation**

(a) The following definitions and rules of interpretation apply in this transfer.

**Conditions for Entry:** the conditions to which any right to enter granted in clause 12.2 or excepted and reserved by clause 12.3 is subject, which are that the right shall be subject to the person exercising the right:

- a) effecting entry at a reasonable time (or at any time in an emergency);
- b) giving reasonable notice to the person whose premises are being entered (but no notice needs be given in an emergency);
- c) causing as little damage as possible to the premises being entered and promptly making good any damage caused to the reasonable satisfaction of the person whose premises are being entered; and
- d) complying with any reasonable requirements of the person whose premises are being entered in relation to the exercise of the right of entry.

**Deed of Covenant:** a deed of covenant in favour of the Transferor or the freehold owner or owners from time to time of the Transferor's Retained Land or any part of it containing covenants in the same terms as those given by the Transferee in clauses 12.4 and 12.7 of this transfer with such reasonable modifications as the parties may agree, such agreement not to be unreasonably withheld or delayed

**Disposal:** assent or transfer or lease for a term expiring more than 25 years after the date of the lease

**LPMPA 1994:** the Law of Property (Miscellaneous Provisions) Act 1994.

**Nursery Plot:** the freehold property at land to the South of Tillhouse Road, Cranbrook, Exeter shown edged in blue on the attached plan and being the land registered (or in the course of registration) at HM Land Registry under title number [New Title Number to be allocated out of DN640317]

**Permitted Use:** the use of the Property for the provision of a Town Square (as defined in the Section 106 Agreement) for the recreation and amenity of the residents of properties within Cranbrook and their visitors and invitees, and for the holding of markets.

**Projections:** all foundations, footings, chimneys, flues, eaves, guttering, drainpipes, spouts, fence, posts, wall, piers, and similar projections including for the avoidance of doubt any parts of any building overhanging the parts of the Property shown coloured blue on the attached plan.

**Relevant Authority:** all statutory corporations, local or other authorities and all bodies exercising statutory rights, powers or obligations, which will include

but not be limited to highway, planning, drainage, water, electricity, gas and telecommunications suppliers and any other authority, body or company to which the powers of such authority, body or company are delegated.

- Reservations:** the rights excepted and reserved to the Transferor in clause 12.3
- Rights:** the rights granted by the Transferor to the Transferee in clause 12.2
- Seating Area:** the parts of the Property shown tinted purple on the attached plan
- Section 106 Agreement:** the section 106 agreement dated 29 October 2010 and made between (1) East Devon District Council, (2) Devon County Council, (3) Taylor Wimpey Developments Limited, (4) Hallam Land Management Limited, (5) Persimmon Homes (South West) Limited, (6) Redrow Homes Limited and others varied by the following:
- (a) Education Campus Deed of Variation (Major) dated 26th November 2013 and 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)
  - (b) Education Campus Deed of Variation (Minor) dated 26th November 2013 and 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) Deed of Variation dated 24 November 2014 and 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) Deed of Variation dated 13th May 2016 and 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) Deed of Variation dated 8th December 2016 between Devon County Council (1) Taylor Wimpey Developments Limited (2) Hallam Land Management (3) Persimmon Homes Limited (4)
  - (f) Deed of Variation dated 18 May 2018 between East Devon District Council (1) Devon County Council (2) Taylor Wimpey Developments Limited (3) Hallam Land Management Limited

- (4) Persimmon Homes Limited (5)
- (g) Deed of Variation dated 16 November 2018 between East Devon District Council (1) Taylor Wimpey Developments Limited (2) Hallam Land Management Limited (3) Persimmon Homes Limited (4)
- (h) Deed dated 17 October 2019 between East Devon District Council (1) Taylor Wimpey Developments Limited (2) Hallam Land Management Limited (3) Persimmon Homes Limited (4)
- (i) deed dated 25 June 2021 between East Devon District Council (1) Taylor Wimpey Developments Limited (2) Hallam Land Management Limited (3) Persimmon Homes Limited (4) and Cranbrook Town Council (5)
- (j) [current s.106 Variation details to be inserted here]

**Service Media:** all media for the supply or removal of heat, smoke, electricity, gas, water, sewage, energy, telecommunications, television, data and all other services and utilities and all structures, machinery and equipment ancillary to those media

**Statutory Agreement** any agreement that is made under one or more of section 38 and/or section 278 of the Highways Act 1980, Section 104 of the Water Industry Act 1991 or under the gas Act 1980 or 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 the supply of utilities to and from the Transferor's Retained Land or any other agreement with a competent authority or body relating to utilities services or access to and from the Transferor's Retained Land

**Supermarket Plot** the freehold property at land to the East of Court Royal, Cranbrook, Exeter shown edged in yellow on the attached plan and being the land registered (or in the course of registration) at HM Land Registry under title number [New Title Number to be allocated out of DN640317]

**Transferor's Retained Land:** the freehold property at land to the South of Tillhouse Road, Cranbrook, Exeter shown edged in green on the attached plan and being the remainder of the land (excluding the Property) registered (or in the course of registration) at HM Land Registry under title number [New Title Number to be allocated out of DN640317]

- (b) Any obligation in this transfer on the Transferee not to do something includes an obligation not to permit or allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person.
- (c) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (d) Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- (e) Save as otherwise stated, a reference to legislation or a legislative provision or subordinate legislation is a reference to it as it is in force from time to time taking account

of any amendment or re-enactment and includes any legislation, legislative provision or subordinate legislation which it amends or re-enacts.

- (f) A reference to legislation or a legislative provision shall include any subordinate legislation made from time to time under that legislation or legislative provision.
- (g) Clause headings shall not affect the interpretation of this transfer.
- (h) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (i) The Transferee shall not be liable for any breach of the covenants referred to in clause 12.4 or clause 12.7 arising after the Transferee has parted with all interest in the Property Provided That the Transferee has complied with clause 12.7(e).
- (j) Where the Transferor or the Transferee is more than one person, unless otherwise expressly provided in this deed, they shall be jointly and severally liable for their respective obligations arising under this deed. Either party may take action against, or release or compromise the liability of, any one of those persons or grant time or other indulgence to any one of them without affecting the liability of any other of them.
- (k) The Reservations are excepted and reserved from this transfer for the benefit of the Transferor's Retained Land and the Supermarket Plot.
- (l) The Reservations may be exercised by the Transferor notwithstanding that the exercise of any of the Reservations or any works carried out pursuant to them may result in a reduction in the flow of light or air to the Property or loss of amenity for the Property provided that they do not materially adversely affect the reasonable use and enjoyment of the Property as a public open space.
- (m) The Reservations shall be construed as extending to the Transferor, its successors in title and all persons authorised by them or otherwise entitled to exercise the Reservations.
- (n) The Rights are not granted exclusively to the Transferee and are granted:
  - (i) subject to the Reservations and any other rights of the Transferor and its successors in title whether or not referred to in this Transfer; and
  - (ii) in common with any other persons lawfully entitled to the Rights or to similar rights.
- (o) The disposition effected by this transfer is subject to:
  - (i) any matters contained or referred to in the entries or records made in registers maintained by HM Land Registry as at [DATE AND TIME OF OFFICIAL COPIES] under title number [NUMBER];
  - (ii) any matters discoverable by inspection of the Property before the date of this transfer;
  - (iii) any matters which the Transferor does not and could not reasonably know about;
  - (iv) any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into a contract for the purchase of the Property;
  - (v) any notice, order or proposal given or made by a body acting on statutory authority;
  - (vi) any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002;
- (p) All matters recorded at the date of this transfer in registers open to public inspection are

deemed to be within the actual knowledge of the Transferee for the purposes of section 6(2)(a) of the LPMPA 1994, notwithstanding section 6(3) of the LPMPA 1994.

- (q) The Property will not, by virtue of this transfer, have any rights or easements or the benefit of any other matters over land retained by the Transferor other than those (if any) which are expressly mentioned in or granted by this transfer and section 62 of the Law of Property Act 1925 is qualified so as not to include any liberties, privileges, easements, rights or advantages over land retained by the Transferor except as expressly mentioned in or created by this transfer.
- (r) The Transferor on behalf of itself and its successors in title consents to the access of light and air to the Property (and any building on it from time to time) from the Transferor's Retained Land and the Supermarket Plot but such consent will not give any absolute right to the Transferee (or its successors in title) and is revocable at any time by the Transferor or its successors in title.

### **12.2 Rights granted for the benefit of the property**

The Transferor grants to the Transferee for the benefit of the Property:

- (a) the right of support and protection to the Property and any building on the Property from the adjoining parts of the Transferor's Retained Land and from the adjoining parts of the Supermarket Plot;
- (b) the right to keep and use on adjoining parts of the Transferor's Retained Land and on the adjoining parts of the Supermarket Plot any Projections from the Property as constructed by the Transferor; and
- (c) subject to compliance with the Conditions for Entry, the right to enter the adjoining external parts of the Supermarket Plot with or without agents, professional advisers, workmen and equipment so far as is reasonably necessary to inspect or carry out works to the Property where such inspection or works cannot otherwise reasonably be carried out without such access.

### **12.3 Rights reserved for the benefit of other land**

The Transferor excepts and reserves out of the Property for the benefit of the Transferor's Retained Land and the Supermarket Plot:

- (a) in common with the Transferee, its successors in title and assigns and those authorised by them, the right to pass on foot only over the Property to gain access to and egress from the Transferor's Retained Land and/or the Supermarket Plot;
- (b) The right to use the Seating Area as a seating area where customers of the owners or occupiers of the Transferor's Retained Land may consume food and/or drink supplied from the commercial units on the Transferor's Retained Land and to overhang such area with canopies and/or have removable awnings on such area;
- (c) without revoking the consent given in clause 12.1(r) or any other consent to the access of light or air to the Property, the right to use any part of the Transferor's Retained Land and/or the Supermarket Plot as the Transferor thinks fit, or to build on or develop any part of the Transferor's Retained Land and/or the Supermarket Plot, provided that any such use or works do not interfere with, or obstruct, the exercise of the Rights granted to the Transferee;

- (d) the right to:
  - (i) use; and
  - (ii) subject to compliance with the Conditions for Entry to connect into any Service Media at the Property which serve any parts of the Transferor's Retained Land and/or the Supermarket Plot which are in existence at the date of this transfer or are installed or constructed after the date of this transfer;
- (e) subject to compliance with the Conditions for Entry the right to put up and temporarily maintain scaffolding and other necessary equipment on so much of the Property as is reasonably necessary for the purpose of exercising the other Reservations;
- (f) subject to compliance with the Conditions for Entry, the right to enter on so much of the Property as is reasonably necessary with or without agents, professional advisers, workmen, vehicles and equipment so far as is reasonably necessary:
  - (i) to inspect or carry out works to any part of the Transferor's Retained Land and/or the Supermarket Plot;
  - (ii) to inspect, repair, maintain, connect to, install, alter, renew, re-route or replace any Service Media serving any part of the Transferor's Retained Land and/or the Supermarket Plot;
  - (iii) to plant trees or shrubs or to carry out any landscaping or to fulfil the requirements of any relevant planning permission;
  - (iv) to comply with the Transferor's obligations under the Section 106 Agreement;
- (g) the right to keep and use and alter and renew on the Property any Projections from any buildings adjoining the Property now or to be constructed by the Transferor;
- (h) the right of lateral and subjacent support and protection to the Transferor's Retained Land and the Supermarket Plot and any building on the Transferor's Retained Land and/or the Supermarket Plot from the Property.

#### **12.4 Restrictive covenants by the Transferee for benefit of Transferor's Retained Land**

The Transferee covenants with the Transferor, for the benefit of the Transferor's Retained Land each and every part of it, with the intention of binding the Property and each and every part of it:

- (a) not to use the Property for any illegal or immoral purpose;
- (b) not to use the Property except for the Permitted Use ;
- (c) save for the exercise by the Transferor and persons authorised by the Transferor of the Reservations, not to use any part of the Property for any of the following uses:
  - (i) an estate or letting agency;
  - (ii) an opticians or dentist;
  - (iii) hairdresser or tanning salon or a health and beauty salon;
  - (iv) florist;

- (v) dry cleaners;
  - (vi) a dispensing chemist/pharmacy;
  - (vii) a post office;
  - (viii) a restaurant within Class A3 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 as enacted on 30 August 2020
  - (ix) a hot food takeaway falling within Class A5 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 as enacted on 30 August 2020;
- (d) not to obstruct the Seating Areas or any other parts of the Property which would impede the reasonable exercise of the Reservations save as temporarily necessary for the carrying out of maintenance or repairs to the Property and the Transferee shall keep any such periods of temporary interference to the minimum necessary;
- (e) not to do anything at the Property that would cause loss, damage, injury, a legal nuisance, or disturbance to the Transferor or the owners or occupiers of any neighbouring property or to any other person entitled to the Rights in common with the Transferee;
- (f) not to allow to pass into any Service Media on in or under the Transferor's Retained Land serving the Property any noxious or deleterious effluent or other substance which may obstruct or damage them or any other neighbouring property;
- (g) not to erect any fence, wall or other boundary structure around any of the boundaries of the Property or the Seating Areas which would impede the reasonable exercise of the Reservations;
- (h) not to obstruct or interfere with the flow of light or air to the windows, doors or other openings in the buildings currently situated on the Transferor's Retained Land;
- (i) not to erect any permanent building or structure on the Property after the date of this transfer;
- (j) not to cut down, damage, neglect or remove any existing tree or hedge on the Property or any other plant planted pursuant to the requirements of the local planning authority;
- (k) not to leave any rubbish on the Property except in proper receptacles and to regularly arrange the emptying of such receptacles and removal of rubbish from the Property at such times and in such manner as accord with the arrangements for the collection of refuse from the Property by the local authority;
- (l) not to keep or sell any animals or livestock on or from the Property;
- (m) not to do or permit or suffer to be done upon the Property any act or things which:
- (i) may impede the adoption or the vesting in the Relevant Authority of the Service Media on in or under or serving the Transferor's Retained Land which is or are intended to be so adopted or vested;
  - (ii) may result in loss or damage to or interference with any Service Media within the Property which may be or become maintainable at public

expense or which is used jointly with the Transferor or with the owners or occupiers of the Transferor's Retained Land and/or the Supermarket Plot or any adjoining or neighbouring land.

#### **12.5 Restrictive covenants by the Transferee for benefit of the Supermarket Plot**

The Transferee covenants with the Transferor, for the benefit of the Supermarket Plot each and every part of it, with the intention of binding the Property and each and every part of it:

- (a) not to use the Property for any illegal or immoral purpose;
- (b) not to use the Property except for the Permitted Use;
- (c) not to use any part of the Property for any of the following uses:
  - (i) a supermarket; or
  - (ii) a retail store for the sale of convenience food and/or full food and/or frozen food

#### **12.6 Restrictive covenants by the Transferee for benefit of the Nursery Land**

The Transferee covenants with the Transferor, for the benefit of the Nursery Plot each and every part of them, with the intention of binding the Property and each and every part of it:

- (a) not to use the Property for any illegal or immoral purpose;
- (b) not to use the Property except for the Permitted Use;
- (c) not to use any part of the Property for any of the following uses:
  - (i) a nursery or other child care operator;

#### **12.7 Other: positive covenants by the Transferee**

The Transferee covenants with the Transferor, for the benefit of the Transferor's Retained Land and each and every part of it, with the intention of binding the Property and each and every part of it:

- (a) to comply with all laws governing the exercise of the Rights;
- (b) to maintain those parts of the Property that are not built upon in good repair and condition and in a clean and tidy condition and free from weeds and litter and (where reasonably necessary to prevent obstruction to or interference with the rights reserved pursuant to clause 12.3 above) to renew or rebuild such parts of the Town Square;
- (c) to grant (subject to the persons requesting such easements or wayleaves indemnifying the Transferee in respect of the Transferee's reasonable and properly incurred professional costs in connection with the same) to the Transferor or to any Relevant Authority such easements and wayleaves in under on or over the 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 materially interfere with or prejudice the use the Property for the Permitted Use;
- (d) on request from the Transferor to join in and execute (subject to the persons requesting such Statutory Agreement or variation or supplemental agreement

indemnifying the Transferee in respect of the Transferee's reasonable and properly incurred professional costs in connection with the same) any Statutory Agreement and any variation or supplemental agreements under Section 106 or 106A of the Town and Country Planning Act 1990; and

- (e) not to make any Disposal of the whole or any part of the Property without first procuring that the disponee at its own cost enters into a Deed of Covenant with, and supplies the same to, the freehold owner or owners from time to time of the Transferor's Retained Land or any part of it.

#### **12.8 Other: indemnity covenant**

The Transferee covenants by way of indemnity only, on behalf of the Transferee and the Transferee's successors in title, to observe and perform the charges, incumbrances, covenants and restrictions contained or referred to in the property and charges registers of [New Title Number to be allocated out of DN640317] in so far as they relate to the Property in so far as they are subsisting and capable of taking effect and will keep the Transferor indemnified against all proceedings, costs, claims and expenses arising from any failure to do so.

#### **12.9 Other: agreements and declarations**

- (a) The Transferor is not bound by any scheme of development of the Transferor's Retained Land or the Supermarket Plot or any other neighbouring property and is entitled to sell such land in such plots or parcels and subject to such rights and declarations and covenants as it considers appropriate and is entitled to vary the layout of such land as it considers fit.
- (b) The Transferee consents to the entry of the following restriction against the Transferee's title to the Property at HM Land Registry following the registration of this transfer and shall provide the Transferor with all necessary assistance and/or documentation to permit entry of the restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number [New Title Number to be allocated out of DN640317] or their conveyancer that the provisions of clause 12.7(e) of the transfer dated [ ] made between (1) [ ] and (2) Cranbrook Town Council have been complied with or do not apply to the disposition."
- (c) A person who is not a party to this transfer shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from under that Act.
- (d) This Transfer and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

13 Execution

**EXECUTED** as a **DEED** )  
by [*name of company*] acting by its )  
duly authorised director [*name of* )  
*director*]  
in the presence of:

*Witness signature:* .....

*Witness name:* .....

*Witness address:* .....

*Witness occupation:* .....

**EXECUTED** as a **DEED** by )  
**CRANBROOK TOWN COUNCIL** )  
acting by two authorised signatories and )  
witnessed in the presence of the Proper )  
Officer )

.....  
First Authorised Signatory  
Print Name:

.....  
Second Authorised Signatory  
Print Name:

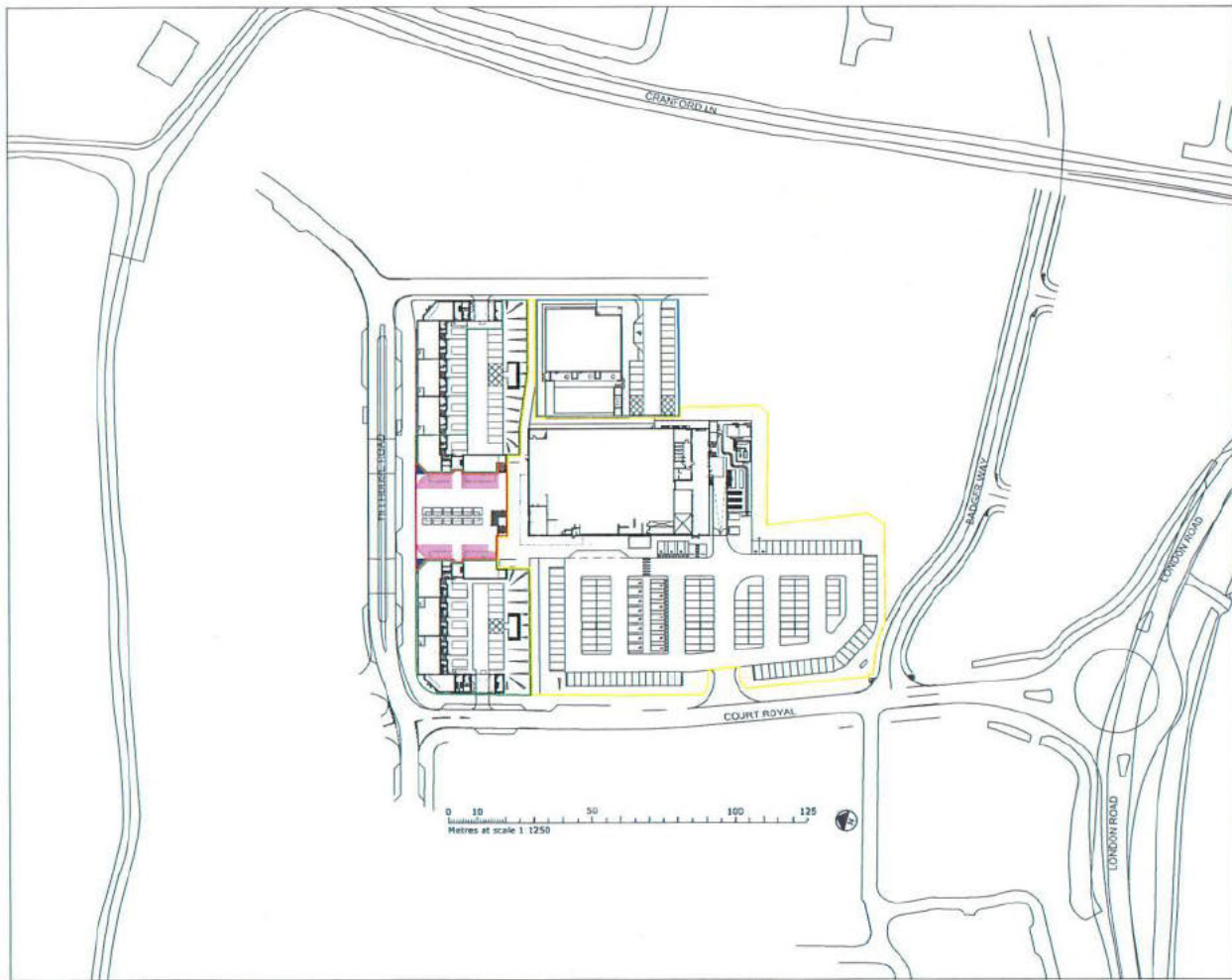
.....  
Signature of Proper Officer:  
Print Name of Proper Officer:

**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.



# SGP

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 Land Parcel TC4a

Legal Plan O

CDE Reference

Drawing Status	Legal	
CAD Reference	18-303.L017	
Drawn	SH	
Team	HY	
Date	04/03/2022	
Scale	1:1250 @ A3	
Project	DEP/161	Rev
18-303	L017	01

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## Appendix 2 – Town Square Specification



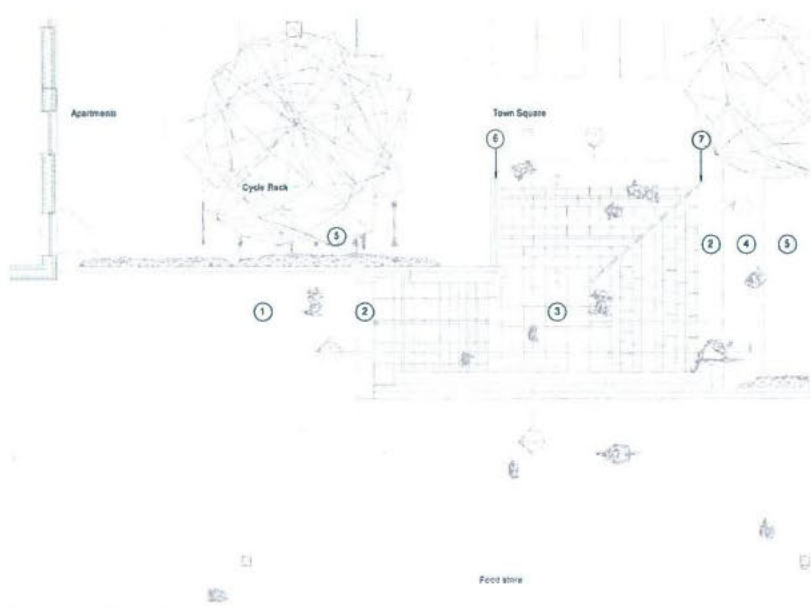
- This specification is to be read in conjunction with the appended drawings.
- The gradients to suit intended use and in accordance with Building Regulation & to be DDA Compliant.
- Grade to level, including all surface treatments (Compacting grading battered face and excavations) Type 1 backfilling in 250mm layers, compacting filling blinding with sand,
- Concrete grade GEN 1 concrete footing for precast concrete retaining walls
- Forticrete Split Faced & Shot Blast Block facing, stretcher bond, in mortar to of front of precast retaining units, allow facing reconstituted stone coping
- Supply and Install Precast or cast insitu Concrete Steps / Staircase
- Tactile hazard paving 50mm thick on 50mm sand bed over 300mm wide, 300mm type 1 filling compacted in 150mm layers (Base / top of steps and ramps)
- Paving to ramps on concrete base, concrete kerb steps with contrasting nosing's (Combined tread and riser) tactile paving to landings on concrete base
- Handrails and supports fixing to concrete base (Stairs), as illustrated on SGP's listed drawings
- Handrail and supports fixing to concrete base (Upper level, on top on retaining wall)
- Recessed planter in front of retaining wall, details as per FPCR drawings
- All paving to be as Paving Palette or alternative manufacturer to the same standard. Paving formation for Town Square, all as per FPCR drawings, incorporating all necessary precast kerbs with concrete base, haunching all excavation disposal and making good
- Drainage strategy proposes that run off from the Town Square will have freedischarges to the Phase 2 MLR sewer system
- The Town Square will utilise porous paving to provide a reduction in the speed of run off and a SuDS treatment in this area. Run off will be collected by an underdrain and discharged via a catchpit to the Phase 2 MLR sewersystem. The Town Square will also incorporate tree pits lined with a permeable geotextile membrane in accordance with the FPCR landscape plans. These pits will offer some localised potential for on plot treatment. Due to the low permeability of the prevailing ground conditions, an underdrain will be required to the tree pits to avoid the potential for water logging
- Provision of street furniture to be as per FPCR drawings
- Provision of soft landscaping, scheme to be as per FPCR drawings, including trees in suitably designed tree pits
- Lighting installation to be as per William Lighting Consultant drawing for the Town Square element connected to stand alone supply landlords supply.



- Provision of power sockets in positions as indicated on FPCR drawings, for connectivity by market stall users
- 13 person DDA compliant lift, duel door entrance, within precast concrete or built in situ lift shaft construction, with external skin of Forticrete Split Faced & Shot Blast Block facing, stretcher bond tied to structure, including all necessary DPC's, lintels, ties and insulation, etc. Roof over to be high performance single ply membrane.
- Drawings forming part of this specification;

-  18-303-SGP-SITE-XX-DR-A-131321 Town Square Staircase.pdf
-  10013-FPCR-STS-ZZ-DR-L-0003-P11-HardworksLayout 2of2.pdf
-  10013-FPCR-STS-ZZ-DR-L-0005-P10-SoftworksLayout2of2.pdf
-  10013-FPCR-STS-ZZ-DR-L-0006-P06-ConstructionDetails.pdf
-  10013-FPCR-STS-ZZ-DR-L-0007-P03-PavingPalette.pdf
-  10013-FPCR-STS-ZZ-DR-L-0008-P03-ExternalFurniturePalette.pdf
-  10667-500-101 E - Supermarket Drainage.pdf
-  18303-SGP-XX-XX-DR-A-131332-P02 - Square External Lift.pdf
-  Construction Details Sheet 1 10667-150-001.pdf
-  Superstore Exterior Lighting Layout WLC492-1300-001-B.pdf

Rev	Date	Description
01	12/11/11	Issue for tender
02	12/11/11	Revised to include
03	12/11/11	Revised to include
04	12/11/11	Revised to include
05	12/11/11	Revised to include
06	12/11/11	Revised to include
07	12/11/11	Revised to include
08	12/11/11	Revised to include
09	12/11/11	Revised to include
10	12/11/11	Revised to include



Town Square Staircase 3D



Town Square Stair Section 1  
1:50

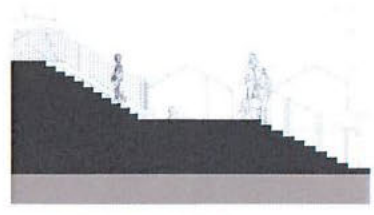
Town Square Stair Plan  
1:50



Town Square Stair Elevation 1  
1:50



Town Square Stair Elevation 2  
1:50



Town Square Stair Section 2  
1:50

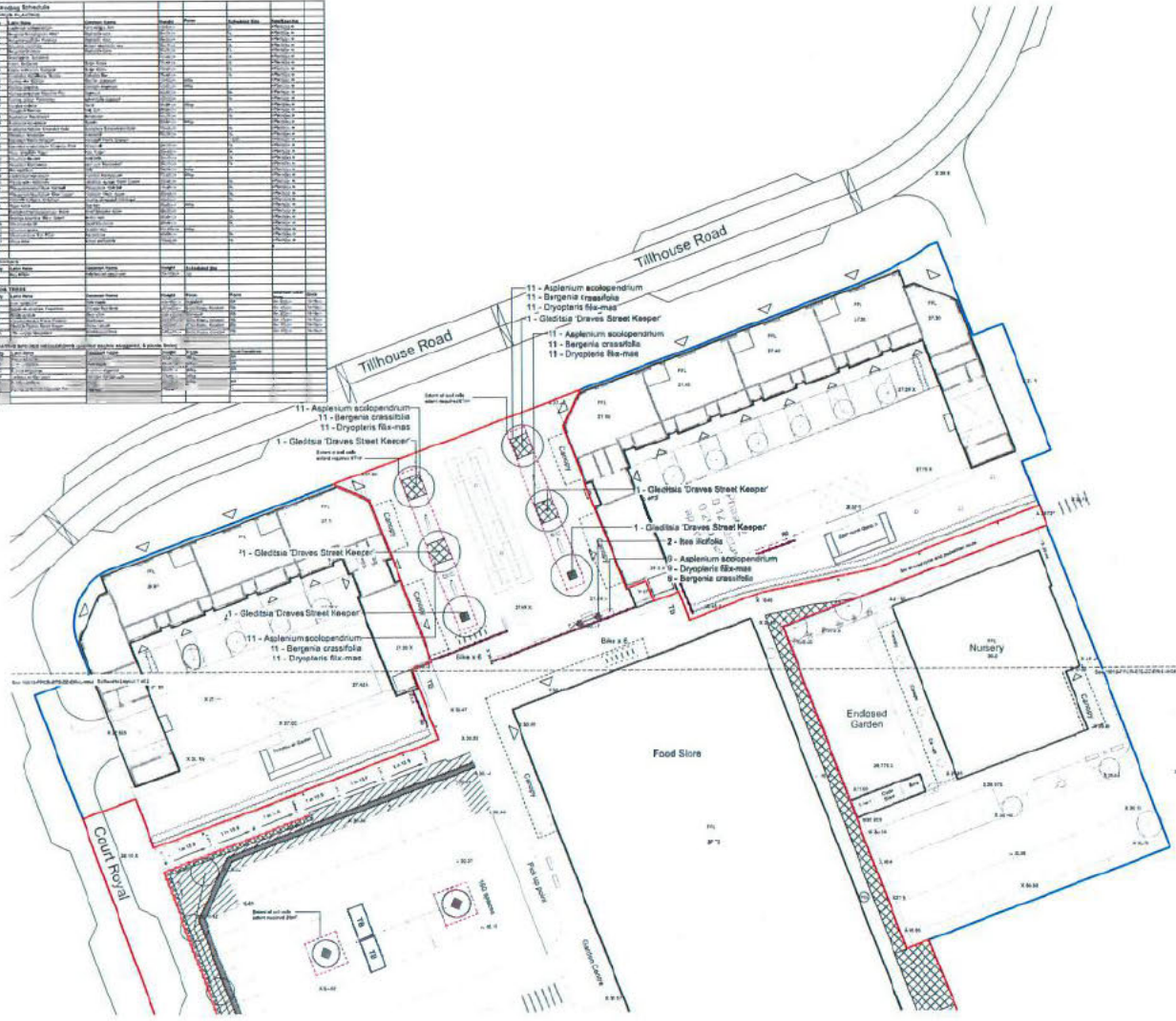
Material Schedule - Town Square	
1	Concrete
2	Brickwork
3	Staircase
4	Handrails
5	Walls
6	Floors
7	Roofs
8	Windows
9	Doors
10	Lighting
11	Planting
12	Other

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The drawings are made and developed on the basis of the information provided by the client. It is the client's responsibility to ensure that the information provided is accurate and complete. SGP Architects + Masterplanners shall not be held responsible for any errors or omissions in the drawings or for any consequences arising therefrom. The drawings are provided as a guide only and are not to be used for any other purpose without the written consent of SGP Architects + Masterplanners.



Planting Schedule	Plant Name	Quantity	Plant Size	Planting Date	Planting Location
1	Asplenium scolopendrium	11	11	21.10	Food Store
2	Bergenia crassifolia	11	11	21.10	Food Store
3	Dryopteris filix-mas	11	11	21.10	Food Store
4	Gleitsia 'Draves Street Keeper'	1	1	21.10	Food Store
5	Bee life	2	2	21.10	Food Store
6	Asplenium scolopendrium	9	9	21.10	Nursery
7	Dryopteris filix-mas	9	9	21.10	Nursery
8	Bergenia crassifolia	9	9	21.10	Nursery



**NOTES**

The drawing is the property of FPCR Environment and Design Ltd and is issued on the condition that it is not to be reproduced, altered or modified in any way without the prior written consent of FPCR Environment and Design Ltd.

**SOFT LANDSCAPING**

- Planting
- Planting Schedule
- Planting Location
- Planting Schedule
- Planting Location
- Planting Schedule
- Planting Location

**NOTES**

- All plants to be planted in the ground and not in pots.
- All plants to be planted in the ground and not in pots.
- All plants to be planted in the ground and not in pots.
- All plants to be planted in the ground and not in pots.

**Legend**

- 1:1 Scale
- 1:1 Scale
- 1:1 Scale
- 1:1 Scale

**fpcr**

**HDD**

Supermarket & Town Square

**SOFTWORKS LAYOUT**

2 OF 2

12th April 2021

10013-FPCR-STS-DR-1-0005

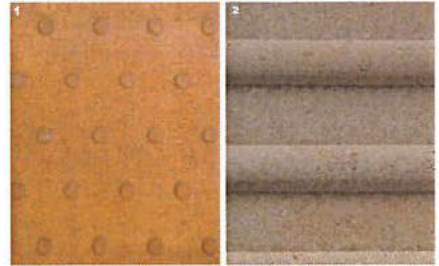




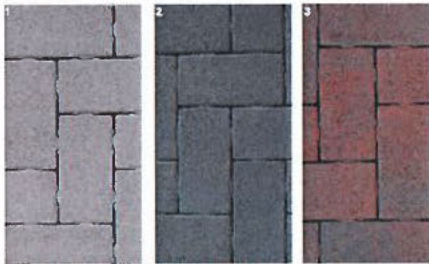
**SUPERMARKET FRONTAGE: CONCRETE BLOCK PAVING**  
 TOSERMORE SHANNON SLATE



**SUPERMARKET SERVICE YARD:**  
 BRUSHED CONCRETE



**SUPERMARKET & SQ: CONCRETE TACTILE PAVING**  
 1) SLISTER SUFF 2) CONDUROU SUFF



**SQUARE: PERMEABLE BLOCK PAVING**  
 1) NATURAL 2) CHARCOAL 3) BRICKLE



**SQUARE: KERBS**  
 TOSERMORE COUNTRYSIDE



**SUPERMARKET & SQ: STEPS WITHIN HARD PAVED AREAS**  
 TOSERMORE MAYFAIR STEP FLABS WITH CONTRASTING HOUSING



**CAR PARK:**  
 STANDARD TARMACADAM

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HCD  
 Supermarket & Town Square  
 Cranbrook

**PAVING PALETTE**

10 March 2022 19:01 CH  
**10013-FPCR-ST5-ZZ-DR-L-0007 P03**

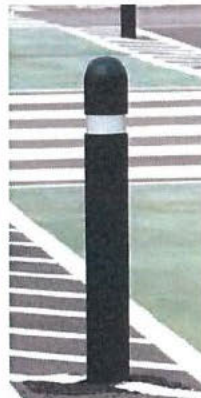




**SQUARE: TREE GRILLE**  
BROOKLYN SUNBURST SQUARE



**SUPERMARKET: BENCH**  
ASF 6003 STAINLESS STEEL SEAT



**SUPERMARKET: BOLLARDS**  
1) GLASGOW RHINOPOL 2) RHINO GUARD 16 30



**SUPERMARKET: BIN**  
GLASGOW PLAZA LITTER BIN



**SQUARE: BENCH**  
BROOKLYN LITCHFIELD SEAT



**SQUARE: BIN**  
DERBY TRIPLE RECYCLING BIN



**SUPERMARKET: CRIB WALL**



**SUPERMARKET: POST AND STRAINED WIRE FENCING**



**SQUARE: CYCLE STAND**  
STEEL CYCLE STAND



**SQUARE: ELECTRICAL UNITS**  
POP UP POWER UNITS - PUPU 06

L:\10000\10013\LANDSCAPE\10013-L-FOS Palette Sheets.indd

HCO  
Supermarket & Town Square  
Cranbrook

**EXTERNAL FURNITURE PALETTE**

10013-FPCR-ST5-ZZ-DR-L-0008 P03

04 March 2022 11:01 AM  
fpcr









## **Appendix 3 – Shell Standard Specification**

### **General**

All works to be carried out to comply with the Building Regulations and in line with other statutory consents that are required.

The High Street Units will be constructed to a wind watertight standard including a glazed shop front.

The High Street Units to be constructed to comply with the Retail RMA.

### **Foundations/Substructures**

- Foundations to suit ground conditions.
- Substructures shall be incorporated to accommodate all design loads taking into account aspects of the prevailing site and ground conditions.
- Reinforced concrete ground slabs on continuous damp proof membrane and granular sub-base incorporating gas barrier system where applicable or suspended and reinforced concrete slab as appropriate, shall be provided.

### **Structural Frame**

- A structural frame of steel, timber or traditional brick and block will be provided.

### **Roof**

- The roof will be either a built up system or a composite insulated panel.
- The drainage system shall be designed and provided throughout, connected at ground level to the mains drainage system.

### **External Walls**

- The external elevations shall be provided as per the RMA drawings.
- Any cladding shall be either a built up system or a composite insulated panel.

### **Internal finish**

- The internal finish shall be bare block walls.

### **Shop Fronts**

- For the avoidance of doubt glazed shop fronts will be provided as part of the Shell Standard.

### **Services Installation**

- Water will be provided to a stop cock in each High Street Unit.

- Electricity ready to receive a meter will be provided to each High Street Unit.
- A telecoms duct will be provided to each High Street Unit.
- Allowance will be made in each High Street Unit to connect into the District Heating Network in the future.

#### **Drainage**

- Each High Street Unit will have foul and storm water drainage points which will be connected to the mains drainage.

## Appendix 4 – Approved Travel Plan



Framework Travel Plan

**PROPOSED FOOD STORE**

Cranbrook

June 2021

On behalf of:

WM Morrison Supermarkets PLC



## CONTENTS

	Page
1. EXECUTIVE SUMMARY	2
2. INTRODUCTION	4
3. RELEVANT POLICY GUIDELINES	6
4. PROPOSED DEVELOPMENT – ACCESSIBILITY – SITE ASSESSMENT	11
5. FOOD RETAIL TRAVEL CHARACTERISTICS	14
6. THE TRAVEL PLAN - OPERATION	15
7. TRAVEL PLAN TARGETS	16
8. TRAVEL PLAN MEASURES	18
9. MONITORING AND REVIEW	20
10. CONCLUSIONS	22

### **Appendix A**

Location Plan


### **Appendix B**


Proposed Site Layout


**REPORT CONTROL**




**Document:** Framework Travel Plan  
**Project:** Proposed Food Store, Cranbrook  
**Client:** WM Morrison Supermarkets PLC  
**Job Number:** T670  
**File Origin:** Projects\Morrisons\T670 – Cranbrook / Reports/

**DOCUMENT CHECKING**

**Primary Author:** 

**Checked:** 

**Authorised:** 

<b>Issue</b>	<b>Date</b>	<b>Status</b>	<b>Checked for Issue</b>
1	7/5/21	First Draft	
2	27/5/21	Draft	
3	11/6/21	Final	

## 1. EXECUTIVE SUMMARY

- 1.1 This Framework Travel Plan (FTP) has been prepared on behalf of Wm Morrison Supermarkets PLC ("Morrison's") to support a reserved matters planning application to provide a Neighbourhood Food Store within the Cranbrook New Community.
- 1.2 The development site will form part of the proposed Town Centre in Cranbrook, in accordance with outline planning permission reference 03/P1900. The food store element will form part of a mixed-use scheme, with food store provided to the south of the site, retail units along the southern side of the high street with residential dwellings above along the northern boundary and a Nursery with enclosed garden to the east. All elements on site will be connected by dedicated internal footpaths and a Square is provided centrally between the retail and residential blocks and along the northern boundary of the food store linking directly to the store entrance.
- 1.3 Development proposals outline a Morrison's Neighbourhood Food Store, supported by a quantum of 160 car parking spaces, including 10 no. allocated for disabled motorists and 8 no. for parents with children. The development proposals provided ample short stay and long stay cycle parking, alongside charging facilities for Plug-in Electric / Hybrid vehicles.
- 1.4 The proposed site is accessed directly from Court Royal via a priority junction arrangement with 10m junction radii. The residential dwellings and Nursery land uses car parks are served by separate junctions with no vehicle access between the sites.
- 1.5 The proposed Morrisons car park will not only support customers and staff of the food store, but it will also provide additional parking for the town centre; as such, the car park will be managed in accordance with measures set out in the Car Park Management Plan (CPMP).
- 1.6 The food store will be serviced from entirely within the development site and has been subject to a swept path analysis using the largest delivery vehicle. The proposed servicing arrangements will be subject to the measures set out in the Service Management Plan (SMP) to ensure safe delivery practices.
- 1.7 This FTP has been written in accordance with Local and National guidance on Travel Plans. The measures set out in this document align with other developments being delivered as part of the Cranbrook New Community.
- 1.8 As defined in the East Devon District Council (EDDC) adopted Local Plan (2016), a Travel Plan is *"...a long-term management strategy for an organisation or site that seeks to deliver sustainable transport objectives through action and is articulated in a document that is regularly reviewed"* (p.233).
- 1.9 This FTP outlines a set of measures to be adopted by the proposed food store in addition to key infrastructure provided as part of the construction phase.
- 1.10 This Travel Plan has been prepared to achieve the following aims (overleaf):

- To encourage employees, visitors and customers to adopt environmentally friendly modes of travel;
- To introduce a package measures that will facilitate travel on sustainable modes to access the site.

**1.11** In order to achieve these aims the following measures are being proposed at the store:

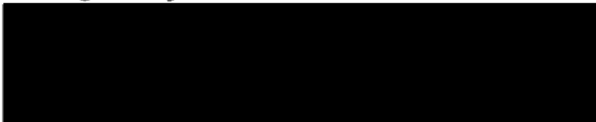
- Provision of information related to walking, cycling and bus routes / timetables;
- Internet Access to real time bus information;
- Promotion and facilitation of car sharing amongst staff, alongside the provision of detailed travel advice on how to get to and from the site sustainably;
- Staff and visitors travel surveys are carried out, and a baseline position will be established. Targets will be set to encourage those that can travel sustainably to do so.

Travel Plan Co-ordinator \_\_\_\_\_

Date Plan Activated \_\_\_\_\_

**1.12** The contact details for the company responsible for preparing the FTP is as follows:

Exigo Project Solutions Ltd



## **2. INTRODUCTION**

- 2.1** This FTP has been prepared to support the proposed Morrison's Neighbourhood Food Store delivered as part of mixed-use development in the town centre at Cranbrook New Community.
- 2.2** This document has been written in accordance with Local and National Travel Plan Guidance. The measures set out in this document align with other developments being delivered as part of the Cranbrook New Community.

### **Site Details**

- 2.3** Development proposals outline a Neighbourhood Food Store supported by a 160-space car park.
- 2.4** The wider site, the subject of separate reserved matters applications, is proposed to provide high street retail units with residential dwellings above and a Nursey, bounding the food store to north and east respectively. Each element benefits from a separate access point from the adopted highway network but is connected by internal footpaths and a central square.
- 2.5** The southern side of the high street includes a central square, which connects the residential and retail elements via steps and a lift. The square, part of this planning application, provides a social space for residents and visitors to the site and provide a seating area alongside additional communal cycle parking.
- 2.6** The introduction of a food store in this location would result in staff, customers and visitors accessing the site using various modes of transport.
- 2.7** It is anticipated that staff would predominantly travel by car due to the ease of this mode of transport. Staff would also arrive by public transport, on foot and by cycle. The aims of the Travel Plan will seek to reduce single occupancy car trips and promote more sustainable modes of travel.
- 2.8** The servicing of the proposed food store is proposed to be carried out entirely within the site accessed from Court Royal.

### **On Site Facilities**

- 2.9** The proposed food store will benefit from a vehicular access point on Court Royal, formed of a priority T-junction offering a junction radius of 10 metres.
- 2.10** The proposed food store will be supported by a quantum of 160 car parking spaces, including 10 no. allocated for disabled motorists and 8 no. for parents with children. The car park will serve the food store and provide additional parking for the Local Centre.
- 2.11** The development proposals provided ample short stay and long stay cycle parking, alongside charging facilities for Plug-in Electric / Hybrid vehicles. Within the store, staff will be provided with lockers and changing areas, so that there are no barriers to active travel.
- 2.12** The food store is connected to Cranbrook Town Centre by internal footways measuring a minimum of 2 metres and a lift or steps down to the Square to ensure full permeability by customers / visitors with restriction mobility.

**2.13** The proposed site layout is included in Appendix B.

**Objectives of the Travel Plan**

**2.14** This Travel Plan will act in encouraging staff, customers, and visitors to travel to the store by sustainable modes of travel, thereby reducing the number of trips made to and from the site by single occupancy private cars.

**2.15** The following objectives of this Travel Plan are:

- To reduce the impact and frequency of car travel;
- To deliver mode shift from single occupancy car journeys to alternative modes;
- To achieve an inclusive society;
- To reduce vehicle emissions through taking up alternative transport modes;
- To improve the health and well-being of employees and visitors.

**2.16** These objectives reflect current national and local Travel Plan guidelines.

### 3. RELEVANT POLICY GUIDELINES

#### National Planning Policy Framework (NPPF) - February 2019

**3.1** The National Planning Policy Framework (NPPF) sets out the Government's planning policies for England and how these should be applied. It provides a framework within which locally-prepared plans for housing and other development can be produced.

**3.2** One of the key policies within the NPPF is that of 'promoting sustainable transport', of which is discussed below.

#### Section 9 - Promoting Sustainable Transport

**3.3** Section 9 of the NPPF focuses on 'Promoting Sustainable Transport', which states "*Transport issues should be considered from the earliest stages of plan-making and development proposals, so that:*

- *The potential impacts of development on transport networks can be identified;*
- *Opportunities from existing or proposed transport infrastructure, and changing transport technology and usage, are realised- for example in relation to the scale, location or density of development that can be accommodated;*
- *Opportunities to promote walking, cycling and public transport are identified and perused;*
- *The environmental impacts of traffic and transport infrastructure can be identified, assessed and taken into account- including appropriate opportunities for avoiding and mitigating any adverse effects, and for net environmental gains; and*
- *Patterns of movement, streets, parking and other transport considerations are integral to the design of schemes, and contribute to making high quality places.*

#### Considering Development Proposals

**3.4** The NPPF also states, when assessing potential development sites, it must be ensured that:

- *"Appropriate opportunities to promote sustainable modes can be – or have been – taken up, given the type of development and its location;*
- *Safe and suitable access to the site can be achieved for all users; and*
- *Any significant impacts from the development on the transport network (in terms of capacity and congestion), or on highway safety, can be cost effectively mitigated to an acceptable degree."*

**3.5** The framework also states that, "Development should only be prevented or refused on highways grounds if there would be an unacceptable impact on highway safety, or the residual cumulative impacts on the road network would be severe." With this quote in mind, the document advises that developments should;

- *"Give priority first to pedestrian and cycle movements, both within the scheme and with neighbouring areas; and second – so far as possible – to facilitating access to high quality public transport, with layouts that maximise the catchment area for bus or other public transport services, and appropriate facilities that encourage public transport use;*
- *Address the needs of people with disabilities and reduced mobility in relation to all modes of transport;*
- *Create places that are safe, secure and attractive – which minimise the scope for conflicts between pedestrians, cyclists and vehicles, avoid unnecessary street clutter, and respond to local character and design standards;*
- *Allow for the efficient delivery of goods, and access by service and emergency vehicles; and*
- *Be designed to enable charging of plug-in and other ultra-low emission vehicles in safe, accessible and convenient locations."*

**3.6** Finally, the NPPF states that, *"...all developments that will generate significant amounts of movement should be required to provide a travel plan, and the application should be supported by a transport statement or transport assessment so that the likely impacts of the proposal can be assessed."*

### **Local Planning Policy**

#### **East Devon Local Plan (2013 – 2031) – Adopted January 2016**

- 3.7** Strategy 5B – Sustainable Transport, outlines that development proposals should contribute toward promoting and securing sustainable modes of travel and transport.
- 3.8** *"Development will need to be of a form, incorporate proposals for and be at locations where it will encourage and allow for efficient, safe and accessible means of transport with overall low impact on the environment, including walking and cycling, low and ultra-low emission vehicles, car sharing and public transport."*
- 3.9** Strategy 12 – Development at Cranbrook, outlines the objective to develop a modern market down in East Devon. With regard to the proposed development, the Local Plan outlines at bullet point 4, that the *"town centre of Cranbrook will provide a focal point for retail, business and leisure activities and will be designed to create a vibrant day and night-time economy and this will be complemented by a series of smaller neighbourhood centres"*.
- 3.10** At bullet point 6, the strategy outlines that *"the Council will produce an Infrastructure Delivery Plan that will set out key requirements recognising the need for improved transport links and road improvements as Cranbrook grows as well as improved education provision, high speed broadband and other services and facilities to ensure sustainable development is delivered at Cranbrook"*.

---

**The Cranbrook Plan (2013 – 2031) – Draft**

- 3.11** The Cranbrook Plan *"will guide the future development of Cranbrook into the 2030's"* and set out the *"policy to provide the supporting facilities that a sustainable new town needs; including reinvigorating a vision of a zero carbon development, together with the delivery of schools, shops, parks, open spaces, roads and services to meet the resident and visitor needs for a brand new 21st century town"*.
- 3.12** The plan is yet to be adopted but has been included in order to be entirely robust.
- 3.13** The policies relevant to the proposed development and to this Plan have been summarised below.
- 3.14** Policy CB1 set out how development must *"maintain and promote the good health and wellbeing of individuals and the community as a whole at Cranbrook"*. In particular, bullet points, 2, 4 and 5 are pertinent to the proposed application.
- "2) Ensure that the community has, and is able to have, the infrastructure to support their needs and aspirations both now and into the future;*
- 4) Ensure that locations of services and land-uses in Cranbrook integrate well with the community and are within easy reach on foot and bicycle wherever possible;*
- 5) Create well designed streets and spaces using the Healthy Streets Approach to encourage walking, cycling and social activity;"*
- 3.15** The proposed development ensures that the day to day needs of residents in Cranbrook can be met.
- 3.16** The proposed internal layout and linkage to the town centre ensures that there are no barriers to sustainable travel amongst the new residents of the development site and to the existing and proposed residents surrounding the site.
- 3.17** The site is connected to a network of walking and cycling routes around Cranbrook. Facilities are to be provided within the site to ensure that all modes of transport can be accommodated.
- 3.18** Policy CB13 outlines how all development in Cranbrook must demonstrate that *"minimise the need to travel"* through:
- *"Designing neighbourhoods around 400m walkable zones so that occupiers are located within walking distance of basic services and facilities;*
  - *Being served by good quality walking and cycling links and regular public transport routes;*
  - *Having high quality gigabit-capable digital connectivity in-built; and*

- *Being effectively masterplanned in accordance with active design principles."*

**3.19** In respect of the proposed development, the site connects to a network of walking and cycling routes to ensure that there are no barriers to sustainable travel for the residents of Cranbrook. For people travelling from further afield, the site is located within a short walk of bus stops which are served by several frequent services to Exeter and the surrounding towns and settlements.

**3.20** The measures presented in this plan, also serve to encourage sustainable travel amongst staff and visitors of the site to ensure that the application is in accordance with the principles of Policy CB13.

**3.21** Policy CB19 outlines the requirement for "coordinated sustainable travel", in particular, the implementation of a Travel Plan in order to: *"deliver sustainable transport objectives and ensure that residents and employees are made aware of the options available to them for sustainable travel, the benefits and costs of these and how they can be accessed."*

**3.22** The submission of a Travel Plan in support of the proposed development adheres to this requirement. Measures to promote shared spaces and future sustainable travel will be monitored as part of the Travel Plan.

### **Local Transport Plan 3 (LTP3) – Devon and Torbay Strategy - 2011 – 2026**

**3.23** This section summarises the policies of the Local Transport Plan for East Devon and Cranbrook, and that applicable to the proposed development.

**3.24** The overarching vision for the LTP3 is:

*"Devon & Torbay's transport system will offer business, communities and individuals safe and sustainable travel choices. The transport system will help to deliver a low carbon future, a successful economy and a prosperous, healthy population living in an attractive environment." (p.14)*

**3.25** LTP3 outlines 5 key objectives:

- *"Deliver and support new development and economic growth;*
- *Make the best use of the transport network and protect the existing transport asset by prioritising maintenance;*
- *Work with communities to provide safe, sustainable and low carbon transport choices;*
- *Strengthen and improve the public transport network;*
- *Make Devon the 'place to be naturally active'."*

**3.26** With specific reference to development, the LTP3 outlines that *"Transport Assessments and Travel Plans will be required for new housing and employment development to make sure that sustainable transport provision is designed into new development at the planning stage"*.

**3.27** The LTP3 defines a Travel Plan as *"a tool being used at a number of workplaces to manage car demand"*. The LTP3 recognises that Travel Plans

can be an *"effective tool in managing car travel more effectively and supporting transport provision and improvements to come forward"*.

- 3.28** The provision of a Travel Plan in support of the proposed development ensures that the application adheres to local policy and helps to encourage and facilitate sustainable travel locally.

**Summary**

- 3.29** Overall, the proposed development achieves the aspirations of national and local policy.

#### **4. PROPOSED DEVELOPMENT – ACCESSIBILITY – SITE ASSESSMENT**

- 4.1** The proposed neighbourhood food store will prove a vital amenity for the new residents of Cranbrook and form part of the local centre offering.

##### **Pedestrians**

- 4.2** The site links to the existing and proposed footway network via Court Royal and Tillhouse Road. The stretch of Tillhouse Road fronting the site forms part of the High Street for the local area.
- 4.3** Internal footpaths provide a direct and convenient pedestrian route to the High Street via the square. The proposed food store is accessed from the square via a set of steps and a lift. The proposed internal footpaths ensure full permeability between occupiers of the site and connect to external routes leading away from the site.
- 4.4** Footways are provided on Tillhouse Road and Court Royal link to other residential areas surrounding the site and to footways on London Road. Suitable crossing points are provided within the area to ensure there are no barriers to walking. There is also a pedestrianised green lane to the east of the site, along part of Cranford Lane that will link into the town centre in the future.
- 4.5** The majority of footways in the vicinity of the site and linking to the new areas of housing measure at least 1.8 metres in width, enabling fully permeability and ensuring that the footways are wide enough for wheelchair users and parents with small children.
- 4.6** London Road provides footways measuring a minimum of 1.2 metres in width with crossing points at a regular interval. London Road provides footways on both side of the road for much of the stretch within Cranbrook and routes are well lit.
- 4.7** Overall, the site is considered to be highly accessible on foot, and the existing and proposed footway network and crossings are considered to be suitable to serve the store.

##### **Cycling**

- 4.8** Cyclists can access the proposed site via the main vehicular access point on Court Royal or via Tillhouse Road using the Square.
- 4.9** Off-road cycle routes are provided on Court Royal, Tillhouse Road and Yonder Acre Way, formed of mostly shared footway cycleways.
- 4.10** An off-road cycle route is also provided on Cranford Lane, connecting Tillhouse Road to London Road, with connections to residential properties leading from Badger Way, Stoneland Close and Westland Way.
- 4.11** To the south of west of Cranbrook, the regional cycle routes E3 and E4 provides a dedicate cycle lane on London Road, linking the town to Exeter and other regional routes E2 and E9 and national routes 2, 34 and 279. Away from Cranbrook the cycling is mostly carried out off-road via a network of shared footway cycleways and dedicated routes.

- 4.12** Policy compliant cycle parking will be allocated to encourage the sustainable travel of staff and customers / visitors visiting the site.

### Public Transport

- 4.13** Bus stops are to be provided on Tillhouse Road and accessible via a short walk through the Square or a slightly longer route using the footways on Court Royal and Tillhouse Road.
- 4.14** The stops are located comfortably within a 400-metre walk of the store entrance.
- 4.15** Tillhouse Road will form a part of the High Street and the proposed store will benefit from regular bus services travelling past the site. A pedestrian crossing will be provided on Tillhouse Road near to the proposed bus stops to ensure ease of access to both east and westbound services.
- 4.16** Cranbrook is served by routes 4, 4A and 4B, connecting the town with Exeter, Honiton and Axminster. The existing bus provision in Cranbrook provides a service approximately every 20 minutes towards Exeter.
- 4.17** The table overleaf below provides information on the bus operation times, frequency and major destinations.

No.	Route	Weekday AM Frequency	Weekday PM Frequency	Weekend Frequency
<i>Accessible from stops in Cranbrook</i>				
4	Exeter → Cranbrook → Ottery St Mary → Honiton → Axminster	2 services per hour from 0800 onwards	2 services per hour from 0800 onwards	Up to 2 services per hour
4A (incl. School only service)		Up to 1 per hour	Up to 1 per hour	Up to 1 per hour
4B		Up to 1 service per hour	Up to 1 service per hour	Up to 1 per hour

**Table 2.1 – Bus Frequency Table.**

- 4.18** Cranbrook is also served by a new railway station offering regular services between Exeter and London Waterloo. Local connections are also provided between Salisbury and Exeter, with stops at Axminster Feniton, Honiton, Pinhoe and Whimple. The station is operated by South Western Railway.
- 4.19** Overall, the site is permeable to all modes of travel and the propensity for secondary trips to the site is high.

### Disabled Access

- 4.20** The proposed food store is to be fully accessible by all people.

### Impaired Mobility

- 
- 4.21** Level and safe access is provided from the car park to the store entrance. All footways provided within the site comfortably achieve the minimum requirement of 1.5 metres for a "a wheelchair user and ambulant person side by side". All footways measure a minimum 1.6 metres in width, however, most measure at least 3 metres.
- 4.22** A total of 10 no. car parking spaces have been provided for customers/staff/visitors who are registered as disabled and in possession of a Blue Badge. Each parking space is to be laid in accordance with requirements set out in Disability Discrimination Act / Inclusive Mobility and in adopted parking policy, with a minimum 1.2 metre strip around the parking bay to allow ease of access to all parts of the vehicle.
- 4.23** A total of 3 no. disabled spaces are located along the store frontage, with the remaining 7 no. along the central parking isle linked to the store entrance by a 3-metre level footway with an at grade crossing providing access to the store. The crossing point will be designed to give priority to non-motorised users over vehicles to ensure ease of access.
- 4.24** The central parking isle is also shared with Parent & Child bays, which provides a wider bay for ease of getting smaller children in and out of the vehicle and/or loading into a pushchair.
- 4.25** The proposed gradients along routes within the site do not exceed a 1:20 gradient, to ensure they are passable by all people. In accordance with Inclusive Mobility Guidance published by the Department for Transport, a maximum gradient of 1 in 12 should not be exceeded. Where a change in site levels is unavoidable (i.e. area between Square and Food Store), steps with handrails and lifts have been provided to ensure full permeability.
- 4.26** For customers/visitors/staff accessing the site from footways flanking Court Royal or Tillhouse Road, all crossing points are provided with dropped kerbs so users are at grade with the carriageway. Internal footpaths are linked directly to the site side footways on Court Royal and Tillhouse Road to allow full permeability from the highway to the store entrance.

#### *Impaired Visibility*

- 4.27** For customers/visitors/staff with impaired visibility, tactile paving is provided at all crossing points within the site and at planned crossing points away from the site.
- 4.28** All footways provided within the site comfortably achieve the minimum requirement of 1.2 metres for a "visually impaired person who is being guided". All footways measure a minimum 1.6 metres in width, however, most measure at least 3 metres.
- 4.29** Suitable lighting is also provided within the car park and covering footpaths to and around the store to ensure full visibility in low light conditions.

## **5. FOOD RETAIL TRAVEL CHARACTERISTICS**

### **Customer Travel Patterns**

- 5.1** Since the submission of the outline planning application in 2003, there have been significant changes in the food retail industry, especially during the last two years due to forced changes brought about by the COVID-19 pandemic.
- 5.2** The rise of online shopping and home delivery has meant a shift away from a typical 'once a week grocery shop', with convenience at the forefront of many shopping decisions. The COVID-19 pandemic has also led to increase in demand for 'Click and Collect' and online delivery over in-store shopping. The latter reducing the number of vehicle trips to the store and therefore on the local highway network.
- 5.3** Although recent trends may subside following the reversing of lockdown measures brought about by the COVID-19 pandemic, there will undoubtedly be a lasting change to food shopping habits.
- 5.4** In general, the reliance on the weekly grocery shop is becoming less and less apparent, with a move towards 'little and often' shopping. This trend has led to a significant proportion of customers regularly walking from surrounding residential areas to purchase a carrier bag full of items. The stores proximity to the Town Centre will make it a convenient location for the residents of Cranbrook to perform this type of shop.
- 5.5** It is proposed that a survey will be undertaken within 3 months of the stores' opening to establish a baseline of how customers / visitors are travelling to the development site.
- 5.6** As the site location is situated adjacent to the Cranbrook Town Centre and an area of new housing, there is a high propensity for linked trips between the proposed food store and the surrounding environment. Linked trips are generally undertaken on foot and help in reducing new trips onto the local highway network. The reduction of new trips by an increase in linked trips, helps reduce car use which aids in following government policy.
- 5.7** In line with studies undertaken by the TRICS consortium, the higher the level of offering at a destination, the higher the propensity for linked trips. The proposed development site includes a range of land uses provided as part of the Town Centre and as a result a significant occurrence of linked trips is predicted.

### **Staff Travel Patterns**

- 5.8** It is envisaged that a good proportion of proposed staff will be located in the Cranbrook and surrounding areas. The location of the proposed store and proximity to Cranbrook Town Centre will encourage sustainable travel amongst staff.
- 5.9** It is proposed that a survey will be undertaken within 3 months of the stores' opening to establish a baseline of how staff are travelling to the store.

## **6. THE TRAVEL PLAN - OPERATION**

- 6.1** A Travel Plan Co-ordinator (TPC) will be assigned to implement and administer the Travel Plan at the proposed development. The TPC will be appointed prior to the proposed store becoming operational.
- 6.2** Once the respective Travel Plan Co-ordinators have been appointed, their contact details will be shared with East Devon District Council (EDDC) and Devon County Council (DCC) within 3 months of occupation.
- 6.3** The TPC will be responsible for the administration of the Travel Plan, the implementation of the Travel Plan measures, the initial Site Audit and Travel Surveys and for on-going monitoring and review of the Travel Plan.
- 6.4** A Travel Survey will be undertaken annually for an initial 5-year period, in order to inform the annual monitoring and review of the Travel Plan. A period of 5 years is considered sufficient to establish sustainable travel habits. A further 5-year period monitoring may be requested by EDDC / DCC subject to the success of the Travel Plan and whether targets have been achieved.
- 6.5** A detailed travel survey will be undertaken within 3 months of occupation to provide a baseline for monitoring the success of the plan. Annual travel surveys will be undertaken in accordance with the timeframes above and will be used to produce an annual report to be submitted to EDDC / DCC for review.

## 7. TRAVEL PLAN TARGETS

### Targets

- 7.1** It is important for Travel Plans to set targets, in order to work towards a goal that the Travel Plan is aiming to achieve.
- 7.2** The DfT guidance document '*Technical Guidance on Accessibility; Planning In Local Transport Plans – Technical Appendix 3: SMART Targets*' states that targets should be:
- **"Specific:** saying precisely what is to be achieved;
  - **Measurable:** over the duration of the target. It must allow for regular evaluation of the effectiveness of the target. Thus the target must use data which is easily collected and updated over the duration of the target;
  - **Appropriate:** and linked to overall objectives and aims;
  - **Realistic:** in terms of their potential for being achieved over the duration of the target;
  - **Timed:** The target must define a date or series of dates by which it is expected to be achieved".
- 7.3** There is a need for a regular review of targets, to determine progress and to adjust and re-prioritise targets to reflect under-performance. The annual staff travel survey provides this requirement.
- 7.4** Appropriate SMART targets will be set in the Final Travel Plan for the site and based upon the initial staff and visitor travel surveys. The targets will be monitored and reviewed annually.
- 7.5** The major objective of the Travel Plan is to affect a reduction in the use of private cars for single occupancy trips. A suitable indicator of the success of the Plan is the modal split.
- 7.6** Consideration of the initial travel surveys and discussions with EDDC / DCC will inform the setting of targets for inclusion within the Final Travel Plan.
- 7.7** Customer / Visitor travel is considered in this Travel Plan, however, their travel behaviour is more difficult to influence through a Travel Plan as the nature these trips often means that customers/visitors would choose to use their preferred mode of transport in order to visit the development site. Furthermore, the car park supporting the supermarket also serves a dual function, supporting the local centre with additional parking. Therefore, it will be difficult to distinguish between customers of the food store and those using the car park to access the local centre.
- 7.8** It is noted that retail and employment developments forming the Cranbrook New Community are subject to the following overarching target:  
"*...no more than 55% of all trips made by single occupant cars*" (para. 7.5, schedule 7, Cranbrook S106)
- 7.9** The above target shall be applicable to the employees of the proposed food store, rather than customers / visitors to the site.

- 7.10** It is important that any target should be based on the baseline travel surveys to be undertaken within 3 months of occupation of the store. Typically, a minimum target of a 10% reduction in single occupant car trips amongst staff is considered acceptable for retail land uses.
- 7.11** Furthermore, although not specifically included in the targets, customer/visitor travel will be influenced through a range of soft measures on site, with the aim of raising awareness of alternative more sustainable modes. Nevertheless, the greatest influence can be achieved over staff mode choice and occupancy; where measures such as: subsidised public transport fares, reduce cycle purchasing costs (*Cycle to Work Scheme*) and employee car sharing, could be employed, using personalised staff travel planning undertaken by TPC.
- 7.12** An example has been provided below and shows how the targets could be achieved over the lifetime of the plan.

Target	Baseline Indicator	Timescale (year)				
		1	2	3	4	5
Single occupancy vehicle travel amongst staff will not exceed 55%	% of employees walking to work	_%	_%	_%	_%	_%
	% of employees cycling to work	_%	_%	_%	_%	_%
	% of employees using public transport to access work	_%	_%	_%	_%	_%
	% of employees travelling as a passenger in a car/van to work	_%	_%	_%	_%	_%
	% of employees driving to work by car/van	_%	_%	_%	_%	_%
	% of employees driving to work by other modes of transport	_%	_%	_%	_%	_%

**Table 6.1 – Example of Proposed Targets**

- 7.13** The above table will be updated as part of the production of the Full Travel Plan and results of the baseline travel surveys.

## **8. TRAVEL PLAN MEASURES**

### **Introduction**

- 8.1** This section of the Travel Plan considers the potential for promoting sustainable travel and outlines the specific physical and management measures to be undertaken as part of the Travel Plan.
- 8.2** The implementation of the measures and infrastructure provision, as well as the location is core to the Plan.
- 8.3** As far as possible, the obligations outlined below are designed to be suitable for review and monitoring. However, the TPC can investigate other potential initiatives to achieve the targets set out in the plan.

### **Infrastructure implemented to Encourage and Facilitate Sustainable Travel**

- 8.4** The following elements are to be implemented as part of the construction phase of the proposed development:
- Customer cycle parking spaces;
  - Covered and secure staff cycle parking spaces;
  - Staff lockers;
  - Coat hooks and seating in staff areas;
  - Electric vehicle car parking spaces and associated charging infrastructure;
  - Ducting to enable future provision of EV charging spaces if required;
  - Notice Boards installed in staff and customer areas.

### **Measures to Reduce the Need to Travel**

#### **Walking**

- 8.5** There is great potential for promoting walking as a means of accessing the development. The TPC will promote walking as part of the staff travel reviews.
- 8.6** In terms of promoting walking as a means of accessing the development, then the following measures would be considered:
- Displaying information and advice concerning safe pedestrian routes to the site, in a location accessible to staff and customers/visitors;
  - The TPC will ensure that staff are aware of the personal travel planning service provided by DCC;
  - A walking group would be set up to encourage pedestrian trips.

#### **Cycling**

- 8.7** Cycling as a means of accessing the development could be promoted through following measures:

- Displaying information and advice concerning safe cycle routes locally, in a location accessible to staff and customers/ visitors;
- Explore the option to assist staff in the purchase of a cycle through schemes such as: Cycle to Work Scheme.
- The TPC will ensure that staff are aware of the personal travel planning service provided by DCC.

### **Car sharing**

- 8.8** Some customers/visitors would already car share when accessing the proposed development. However, this obviously occurs on an informal basis and in reality, there is little an end occupier could do to promote this to customers.
- 8.9** For staff however, car sharing represents a relatively convenient alternative form of travel and would be promoted as part of the Travel Plan. This would include promotion of car sharing websites such as [www.liftshare.com](http://www.liftshare.com) alongside internal arrangement.
- 8.10** The TPC will encourage 'mutual assistance' between members of staff living in similar areas by identifying other car sharers who may live reasonably close by to ensure a guaranteed ride home. This will help to reduce concern of being stranded if a lift falls through due to an emergency.
- 8.11** Where required and in accordance GDPR, the TPC will setup a database of staff members who are willing to car share in order aid coordination.
- 8.12** Should a significant take up car sharing amongst staff be realised, then measures to prioritise car sharing spaces within the car park shall be investigated, such as, additional lining and signage.

### **Public Transport**

- 8.13** The occupiers will promote the use of public transport for accessing the development through measures such as:
- Displaying up-to-date details of bus services, including bus stop locations, route information and service frequencies, in a location accessible to staff and customers;
  - Providing details of ticketing options to both staff and customers and offer support for purchasing season tickets;
  - Subject to sufficient demand, look to secure discounts with local operators;
  - Displaying route disruption notices and alternative routes, when essential maintenance takes place;
  - Provision of up-to-date removable timetables and rail maps;
  - Provide access to real time information via the internet.

## 9. MONITORING AND REVIEW

### Action Plan

- 9.1** An outline timetable for the production and ongoing monitoring and review of the Travel Plan has been produced, which details the key elements of the process and the approximate timescales. This is shown within Table 8.1 below.

Action	Timescale
Appoint Travel Plan Co-ordinators prior to occupation	Prior to first occupation
Undertake site audit and travel surveys	Within 3 months of occupation
Produce baseline staff and visitor travel information	Within 4 months of occupation
Develop Full Travel Plan and submit to Local Authority	Within 6 months of occupation
Finalise and adopt the Full Travel Plan	Within 9 months of occupation
Monitor success of Travel Plan actions and targets. Amend if necessary	Ongoing
Undertake travel surveys and discuss findings with the council. Review Travel Plan and amend as necessary	Ongoing. Surveys to be undertaken annually for initial five year period.

**Table 8.1 – Travel Plan Timetable**

- 9.2** As with all elements of the Travel Plan process, these timescales are not prescriptive, but should be modified according to the circumstances to ensure that they allow the end user to produce a Travel Plan which benefits their company and employees and remains relevant throughout.

### Monitoring

- 9.3** A programme of monitoring and review has been designed to generate information to evaluate the Travel Plan.
- 9.4** The monitoring and review of the travel plan is the responsibility of the TPC.
- 9.5** The monitoring tasks are outlined below:
- Staff travel surveys will be undertaken annually, in order to measure the success of the Travel Plan in delivering stated targets on reducing single occupant vehicle trips;
  - Annual travel questionnaires will be undertaken to determine the modal split of the customers / visitors visiting respective occupiers at the development.
  - Ongoing monitoring of the level of car usage, both single occupancy and car sharing journeys;

- Monitor the level of usage of cycle parking;
- Monitor demand for additional cycle parking for staff;
- Monitor the use of the car park, notably use of EV charging;
- Monitor requirement for car sharing;
- Monitor pedestrian trips;
- Record visitor travel habits;
- Record comments received from management and from staff and customers / visitors relating to the operation and implications of the plan.

**9.6** Information gathered through the monitoring process will be recorded for input to the annual review.

**9.7** The information will be made available to the planning authority and highway authority.

#### **Annual Review**

**9.8** Each year, on the anniversary of the introduction of the Travel Plan and initial survey, the TPC will review the Plan.

**9.9** The review will assess the success of the Plan and to identify the potential for future refinement of the details of the Plan.

**9.10** The major element of the review will involve the re-issue of the staff and customer/visitor travel surveys.

**9.11** The new surveys gather new information about wider attitudes to travel. Comparison with data collected at the introduction of the Plan, will allow the effect of the plan to be measured.

**9.12** The Travel Plan Co-ordinator will compile a Review Report outlining the results of the annual review. The report will also incorporate the results of on-going monitoring throughout the preceding period. The report will be filed for record, with copies provided to the planning authority.

**9.13** A consideration of how the Travel Plan has performed in relation to the set targets will be made.

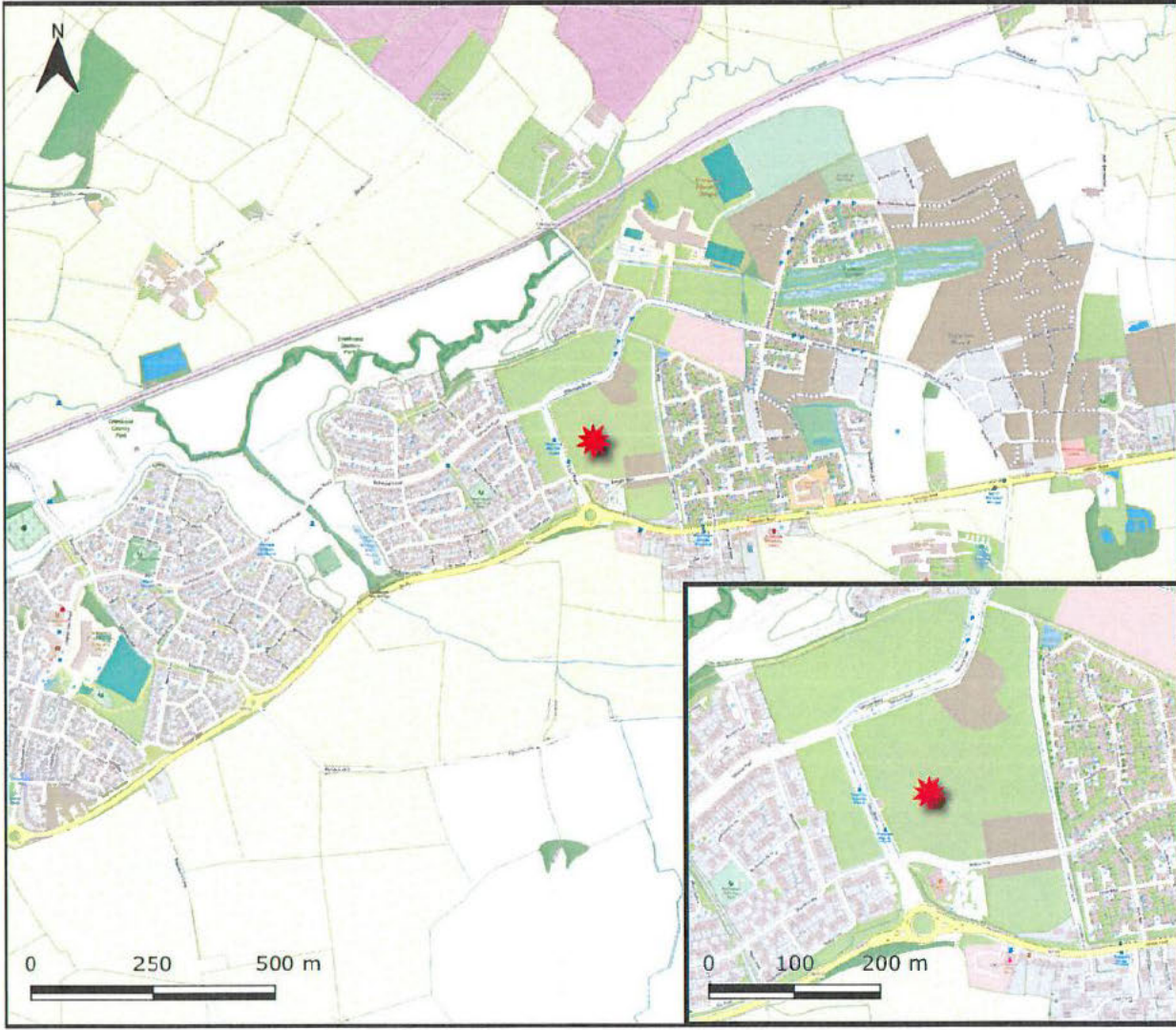
**9.14** Furthermore, employees will be given the chance to offer suggestions and ideas via a suggestion box and /or informal discussions with the TPC.

**9.15** The Travel Plan Review will identify successes and consider improvements or alterations necessary to achieve or improve on targets. This could include identifying which measures are not effective and asking staff what measures would change their travel habits. This will be undertaken in collaboration with the local authority.

## **10. CONCLUSIONS**

- 10.1** This Framework Travel Plan has been prepared in accordance with adopted local guidance. It aims to introduce integrated measures to reduce car usage and promote more sustainable forms of travel.
- 10.2** A Travel Plan Co-ordinator will be appointed for the store and will be required to increase the awareness of car sharing opportunities and more sustainable and environmentally friendly modes of transport. Sustainable travel will be marketed to all staff and visitors through identifying travel alternatives in information packs, notice boards and verbally.
- 10.3** Staff, customers and visitors will be encouraged to use sustainable transport modes to travel to the site.
- 10.4** The site audit and travel surveys will enable the TPC to identify users which could car share, or switch to sustainable modes of travel. This will enable the TPC to tailor make measures to encourage sustainable travel modes and meet the target to reduce private car use and encourage a further modal shift.
- 10.5** The Travel Plan will be implemented in line with the timescales identified in this document, with a baseline surveys undertaken within 3 months of occupation. On-going monitoring will be undertaken for each occupier for an initial 5-year period. The success of the Travel Plan will be measured against the baseline surveys, with targets aligned with other employment and retail land uses provided as part of the Cranbrook New Community.
- 10.6** The proposed measures, operation and targets of this Travel Plan are fully in accordance with local and national guidance.

**APPENDIX A**  
Location Plan



**Legend**

- Site Location

OpenStreetMap

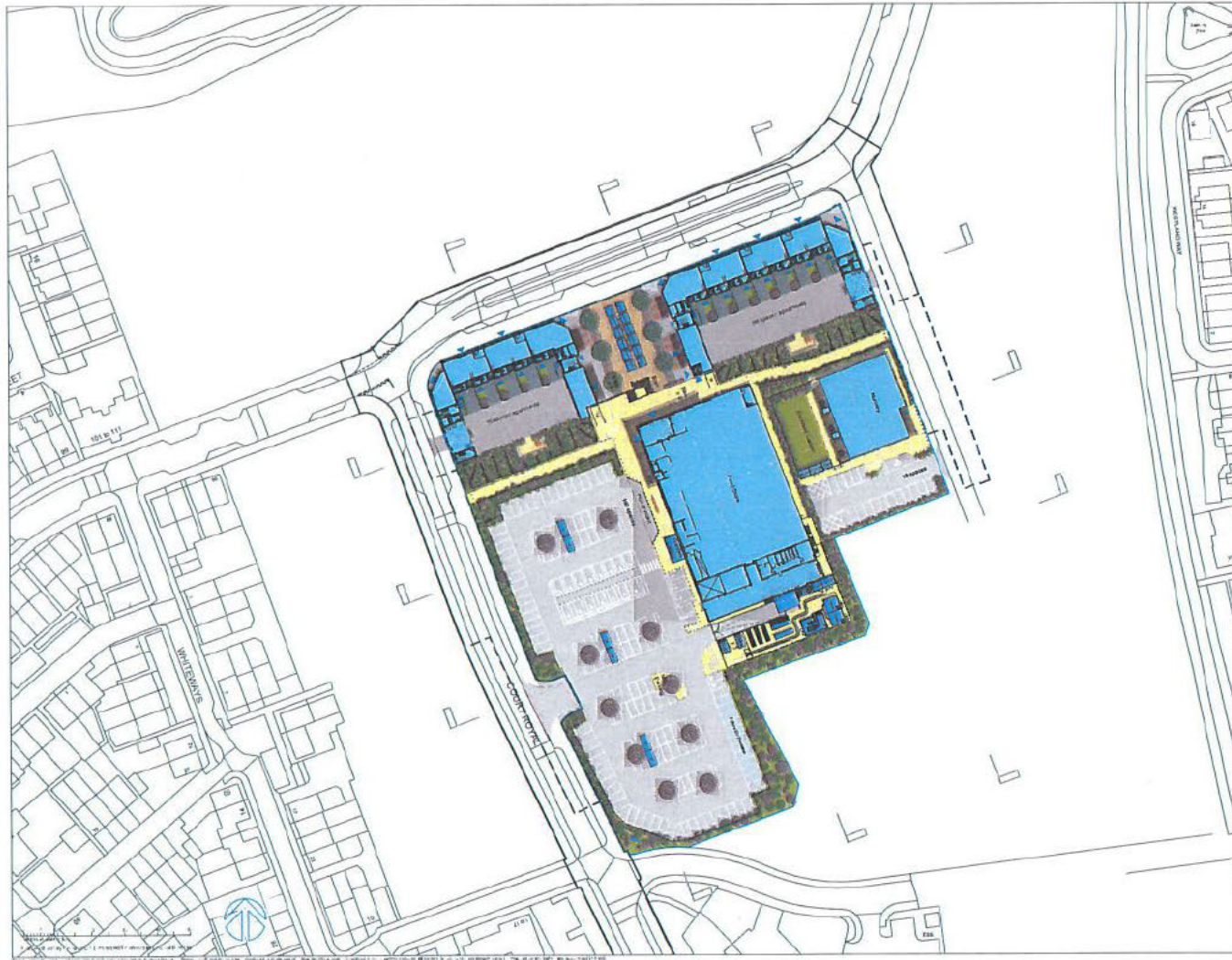
SCHEME	
Proposed Food Store, Crénbrooc	
ON BEHALF OF	
Morrisons	
DRAWING TITLE	
Site Location Plan	
DRAWING REFERENCE	REV
T655/G15/01	-
SCALE @A4	DRAWN BY
NTS	JA
DATE CREATED	CHECKED BY
2021-06-11	CS

Please do not scale from this drawing, scale indicative only.  
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**EXIGO**  
PROJECT SOLUTIONS

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**APPENDIX B**  
Proposed Site Layout



Scale: 1:500  
 Date: 15/05/2022  
 Project: 19-005 - SGP-22-00-DR-A-130011

# SGP

**Architects + Masterplanners**  
 Woodford House  
 24 South Way  
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 T: +44 (0)1702 247 007  
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Essex, Danubio  
 Local Plan 2024

Drawn by: SGP  
 Scale: 1:500  
 Date: 15/05/2022  
 Project: 19-005 - SGP-22-00-DR-A-130011



**Appendix 6 – Collateral Warranties**

# FREETHS

Dated

2022

---

- (1) [Consultant Name]
- (2) Cranbrook Town Council

## EMPLOYER'S AGENT WARRANTY

Relating to

TOWN SQUARE AT CRANBROOK EXETER

Ref:  
Direct Tel:  
Fax No:  
Email:  
Dated:

DEED dated and delivered [ ] 20[ ]

BETWEEN the Consultant and the Beneficiary named in the Particulars below and in consideration of the payment of one pound (receipt of which is hereby acknowledged) by the Beneficiary to the Consultant

**1. PARTICULARS**

- 1.1. **Consultant** [ ]  
Company Number: [ ]  
Registered Office: [ ]
- 1.2. **Beneficiary** **CRANBROOK TOWN COUNCIL** of the  
Younghayes Centre 169 Younghayes Road  
Cranbrook Devon EX5 7DR
- 1.3. **Development** the construction of the Town Square at Cranbrook  
in which the Beneficiary is interested as a  
purchaser
- 1.4. **Employer** [ ] Company Number [ ] whose  
registered office is at [ ]
- 1.5. **Contractor** [ ] Company Number [ ] whose  
registered office is at [ ]
- 1.6. **Building Contract** the contract dated [ ] under which the  
Contractor has been appointed to construct the  
Development together with other works
- 1.7. **Appointment** the agreement dated [ ] by which (inter alia)  
the Employer appointed the Consultant as  
employer's agent in relation to the Development  
with such variations as may be approved by the  
Beneficiary (such approval not to be unreasonably  
withheld or delayed)
- 1.8. **Minimum PI Cover** £1,000,000 (one million pounds) for each and  
every claim or series of claims arising from the  
same originating or underlying clause.
- 1.9. **Relevant Period** the period from the date of this Deed until 12 years  
from the earlier of: the date of sectional completion  
or practical completion (having the same meanings  
as under the Building Contract) of the

Development; and the date on which the Consultant ends the provision of services under the Appointment

**1.10. Documents**

means all drawings details plans reports calculations specifications bills of quantities and other documents of any nature whatsoever and any designs contained in them (and any works executed from them) provided by or on behalf of the Consultant in the course of performing its obligations under the Appointment

**2. EXERCISE OF SKILL AND CARE**

2.1. The Consultant warrants and undertakes to the Beneficiary that it has not breached and will not breach any of its obligations under the Appointment and that in all services performed and to be performed pursuant to the Appointment the Consultant has exercised and will continue to exercise the reasonable skill care and diligence as is to be expected of a competent employer's agent experienced in carrying out work such as its duties under the Appointment in relation to projects of a similar size scope nature and complexity to the Development

2.2. The Consultant further warrants and undertakes to the Beneficiary that it has exercised and will exercise reasonable skill care and diligence to see that:

2.2.1. it has not specified or approved and will not specify or approve for use in relation to the Development any products or materials not in conformity with relevant British or European Standards or Codes of Practice or which at the time of specification are generally known within the construction industry in the United Kingdom to be deleterious to health and safety or to the durability or integrity of buildings and/or other structures and/or finishes and/or plant and machinery in the particular circumstances in which they are used or which are otherwise not in accordance with legal and regulatory requirements

2.2.2. it notifies the Beneficiary in writing immediately if in the performance of its duties under the Appointment the Consultant becomes aware that it or any other person has specified or used or authorised or approved the specification by others of any products or materials otherwise than in accordance with clause 2.2.1 (provided that this Clause 2.2.2 does not create any additional duty for the Consultant to inspect or check the work of others which is not required by the Appointment)

### **3. LICENCE TO USE DOCUMENTS**

- 3.1. Copyright and registered and unregistered design right in all Documents will remain vested in the Consultant but the Consultant now grants (or if such a grant cannot legally take place until a later date agrees to grant) to the Beneficiary with effect from the date of this Deed or in the case of Documents not yet in existence with effect from the date of their creation an irrevocable royalty free non-exclusive licence (such licence to remain in full force and effect notwithstanding the completion of the Consultant's obligations or termination of its engagement under the Appointment or any dispute under the Appointment or this Deed) to use and reproduce all Documents for any purpose whatsoever connected with the Development (including but without limitation the execution completion maintenance letting advertisement modification extension reinstatement and repair of the Development). Such licence will carry the right to grant sub-licences and will be transferable to third parties
- 3.2. The Consultant will not be liable for any use the Beneficiary may make of the Documents for any purpose other than that for which they were originally provided unless the Consultant authorises such use and confirms that the Documents are suitable for it
- 3.3. The Consultant warrants that the Documents (save to the extent that sub-consultants have been used to prepare them) are and will be its own original work and that in any event their use in connection with the Development will not infringe the rights of any other person. The Consultant further warrants that where sub-consultants have been or are used their work is and will be original and that it will obtain the necessary consents in relation to Clause 3.1
- 3.4. The Consultant agrees that on the Beneficiary's reasonable request at any time and following reasonable prior written notice it will give the Beneficiary or those authorised by it access to the Documents and will provide copies of them (including copy negatives and/or CAD disks or other approved electronic versions) at the Beneficiary's reasonable expense
- 3.5. The Consultant now waives and agrees to waive and not to assert (and agrees to procure that any sub-consultants do likewise) all moral rights in the Documents under Chapter IV of the Copyright, Designs and Patents Act 1988

### **4. INSURANCE**

- 4.1. The Consultant warrants to the Beneficiary that it holds professional indemnity insurance in an amount and on a basis at least equal to the Minimum PI Cover and that it will maintain such insurance with reputable insurers carrying on business in the United Kingdom throughout the Relevant Period provided that such insurance is

generally available in the market to members of the Consultant's profession at a commercially reasonable cost and on commercially reasonable terms (and if not so available then the Consultant shall maintain such reduced level of or reasonable alternative insurance as is so available). For the avoidance of doubt payment of any increased or additional premiums required by insurers by reason of the Consultant's own claims record or other acts omissions matters or things peculiar to it will be deemed to be within the Consultant's obligations

- 4.2. The Consultant shall notify the Beneficiary in writing from time to time of any change in its professional indemnity insurance arrangements as set out above and within seven days of the Beneficiary's request at any time the Consultant will produce for inspection documentary evidence as to compliance with this Clause 4 and that payment has been made in respect of the last premium payment due
- 4.3. If the Consultant fails to comply with its obligations under this Clause 4 the Beneficiary may take out insurance to cover some or all of the loss or damage which could result from a breach of the Consultant's obligations under this Deed and may recover the costs and expenses of taking out such insurance from the Consultant

## **5. RELIANCE BY THE BENEFICIARY**

The Consultant acknowledges that the Beneficiary shall be entitled to rely upon the performance by the Consultant of the Consultant's obligations under the Appointment

## **6. ASSIGNMENT**

- 6.1. The Beneficiary may without the consent of the Consultant assign but no more than twice):
  - 6.1.1. the benefit of all or any of the Consultant's obligations under this Deed; and/or
  - 6.1.2. any benefit arising under or out of this Deed
- 6.2. Assignment by way of security and re-assignment following discharge of that security and assignments between companies which are part of the same group shall not count towards the number of assignments without consent permitted by clause 6.1 but shall be deemed to always have consent. Companies are part of the same group if the same person or persons exercise ultimate control over at least 50% of the voting rights in respect of both companies
- 6.3. The Consultant will not contend that any permitted assignee is precluded from recovering any loss resulting from any breach of this Deed (whatever the date of such breach) by reason only that that person is an assignee and not the original

Beneficiary under this Deed or by reason that the original Beneficiary or any intermediate Beneficiary escaped any loss resulting from such breach by reason of the disposal of any interest in the Development or that the original Beneficiary or any intermediate Beneficiary has not suffered any the same or as much loss

## **7. EXTENT OF LIABILITY**

- 7.1. The rights and benefits conferred upon the Beneficiary by this Deed are in addition to any other rights and remedies the Beneficiary may have against the Consultant including without prejudice to the generality of the foregoing any remedies for negligence
- 7.2. The Consultant shall have no greater liability to the Beneficiary under this Deed than the Consultant would have had if the Beneficiary and the Employer jointly had appointed the Consultant under the Appointment but the Beneficiary shall not be affected (unless it has approved it in writing) by any subsequent variation of the Appointment or the waiver compromise or withdrawal of any claim made by the Employer under it and the Consultant shall not be entitled to set-off any fee payments from sums due to the Beneficiary or to claim or counterclaim fees or any other sum from the Beneficiary under this clause 7
- 7.3. The Consultant's liabilities under this Deed will not be in any way reduced or extinguished by reason of any enquiry inspection or approval of the Documents or attendance at site meetings or other enquiry or inspection that the Beneficiary may make or procure to be made for its benefit or on its behalf or any failure of the Beneficiary to enquire inspect attend or approve
- 7.4. The liability of the Consultant under this Deed shall cease on the expiry of the Relevant Period. save in relation to any claims notified by the Beneficiary to the Consultant in writing before its expiry
- 7.5. The parties to this Deed do not intend that any of its provisions shall be enforceable by any person by virtue of the Contracts (Rights of Third Parties) Act 1999

## **8. NOTICES**

Any notice to be given under this Deed will be sufficiently served if sent by hand by facsimile transmission or by post to the registered office or if there is none the last known address of the party to be served. Any notice sent by hand will be deemed to be served on delivery and any notice sent by facsimile transmission will be deemed to be served in full at the time properly recorded on the sender's facsimile report sheet provided that if any notice sent by hand or facsimile is sent after 4.45 pm on any day it will be deemed to be served on the next

day. Any notice sent by post will be deemed to have been duly served two (2) working days after the time of posting if the end of that period falls before 4.45 pm and otherwise on the next day

**9. GOVERNING LAW**

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English courts (but without prejudice to the right of the parties to bring proceedings in any other jurisdiction to enforce a decision of the English courts)

**10. LIMITATION OF LIABILITY**

10.1. The Consultant's maximum aggregate liability in respect of breach of contract or breach of duty or negligence or otherwise arising out of or in connection with this Agreement shall be limited to the sum of £1,000,000 each and every claim

**11. EXECUTION AND DELIVERY**

This document is executed as a deed and is delivered on the date stated at the beginning of this deed. This document may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.

**EXECUTED as a DEED** )  
by [Consultant Name] acting by its )  
duly authorised director )  
in the presence of:

*Witness signature:* .....

*Witness name:* .....

*Witness address:* .....

.....

*Witness occupation:* .....

**EXECUTED** as a **DEED** by )  
**CRANBROOK TOWN COUNCIL** )  
acting by two authorised signatories and )  
witnessed in the presence of the Proper )  
Officer )

.....  
First Authorised Signatory  
Print Name:

.....  
Second Authorised Signatory  
Print Name:

.....  
Signature of Proper Officer:  
Print Name of Proper Officer:

# FREETHS

# DRAFT

(1)

(2)

(3)

CONTRACTOR WARRANTY

Relating to

TOWN SQUARE AT CRANBROOK EXETER

Ref:  
Direct Tel:  
Fax No:  
Email:  
Dated:

DEED dated and delivered [

] 20[ ]

**BETWEEN** the Contractor and the Beneficiary named in the Particulars below and in consideration of the payment of one pound (receipt of which is hereby acknowledged) by the Beneficiary to the Contractor

**1. PARTICULARS**

- 1.1. **Contractor** [ ]  
Company Number: [ ]  
Registered Office: [ ]
- 1.2. **Beneficiary** **CRANBROOK TOWN COUNCIL** of the  
Younghayes Centre 169 Younghayes Road  
Cranbrook Devon EX5 7DR
- 1.3. **Employer** [ ]  
Company Number: [ ]  
Registered Office: [ ]
- 1.4. **Development** the construction of the Town Square at Cranbrook  
in which the Beneficiary is interested as a  
purchaser
- 1.5. **Building Contract** the contract dated [ ] under which the  
Contractor has been appointed to construct the  
Development together with other works
- 1.6. **Minimum PI Cover** £1,000,000 (one million pounds) for each and  
every claim
- 1.7. **Relevant Period** the period from the date of this Deed until 12 years  
from the date of sectional completion or practical  
completion (having the same meaning as under the  
Building Contract) of the Development
- 1.8. **Documents** means all drawings details plans reports  
calculations specifications bills of quantities and  
other documents of any nature whatsoever and  
any designs contained in them (and any works  
executed from them) provided by or on behalf of  
the Contractor in the course of performing its  
obligations under the Building Contract

## **2. EXERCISE OF SKILL AND CARE**

- 2.1. The Contractor warrants and undertakes to the Beneficiary that it has performed and will continue to perform its obligations under the Building Contract
- 2.2. The Contractor further warrants and undertakes to the Beneficiary that in carrying out its design related obligations under the Building Contract it has exercised and will continue to exercise all the reasonable skill care and diligence to be expected of a properly qualified and competent architect or other appropriate professional designed experienced in projects of similar scope, type, size, nature and complexity as the Development.
- 2.3. The Contractor further warrants and undertakes to the Beneficiary that it has exercised and will exercise reasonable skill care and diligence to see that:
  - 2.3.1. it has not specified or used and will not specify or use in relation to the Development any products or materials not in conformity with relevant British or European Standards or Codes of Practice or which at the time of use are generally known within the construction industry to be deleterious to health and safety or to the durability or integrity of buildings and/or other structures and/or finishes and/or plant and machinery in the particular circumstances in which they are used or which are otherwise not in accordance with legal and regulatory requirements
  - 2.3.2. it notifies the Beneficiary in writing immediately if in the performance of its duties under the Building Contract the Contractor becomes aware that it or any other person has specified or used or authorised or approved the specification or use by others of any products or materials otherwise than in accordance with clause 2.3.1 (provided that this Clause 2.3.2 does not create any additional duty for the Contractor to inspect or check the work of others which is not required by the Building Contract)
  - 2.3.3. to the extent that the Contractor is responsible for the design of the Development its design will comply with all relevant legal requirements including without limitation the requirements of any relevant planning building regulations waste environmental or other authority or consent licence or approval

## **3. LICENCE TO USE DOCUMENTS**

- 3.1. Copyright and registered and unregistered design right in all Documents will remain vested in the Contractor but the Contractor now grants (or if such a grant cannot legally take place until a later date agrees to grant) to the Beneficiary with effect

from the date of this Deed or in the case of Documents not yet in existence with effect from the date of their creation an irrevocable royalty free non-exclusive licence (such licence to remain in full force and effect notwithstanding the completion of the Contractor's obligations or termination of its employment under the Building Contract or any dispute under the Building Contract or this Deed) to use and reproduce all Documents for any purpose whatsoever connected with the Development (including but without limitation the execution completion maintenance letting advertisement modification extension reinstatement and repair of the Development). Such licence will carry the right to grant sub-licences and will be transferable to third parties

- 3.2. The Contractor will not be liable for any use the Beneficiary may make of the Documents for any purpose other than that for which they were originally provided unless the Contractor authorises such use and confirms that the Documents are suitable for it
- 3.3. The Contractor warrants that the Documents (save to the extent that sub-contractors have been used to prepare them) are and will be its own original work and that in any event their use in connection with the Development will not infringe the rights of any other person. The Contractor further warrants that where sub-contractors have been or are used their work is and will be original and that it will obtain the necessary consents in relation to Clause 3.1
- 3.4. The Contractor agrees that on the Beneficiary's reasonable request at any time and following reasonable prior written notice it will give the Beneficiary or those authorised by it access to the Documents and will provide copies of them (including copy negatives and/or CAD disks or other approved electronic versions) at the Beneficiary's reasonable expense
- 3.5. The Contractor now waives and agrees to waive and not to assert (and agrees to procure that any sub-contractors do likewise) all moral rights in the Documents under Chapter IV of the Copyright, Designs and Patents Act 1988

#### **4. INSURANCE**

- 4.1. The Contractor warrants to the Beneficiary that it holds professional indemnity insurance which will cover its potential design related liabilities under this Deed in an amount and on a basis at least equal to the Minimum PI Cover and that it will maintain such insurance with reputable insurers carrying on business in the United Kingdom throughout the Relevant Period provided that such insurance is generally available in the market to design and build contractors at a commercially reasonable cost and on commercially reasonable terms (and if not so available then the Contractor shall maintain such reduced level of or reasonable alternative insurance as is so available). For the avoidance of doubt payment of any increased or

additional premiums required by insurers by reason of the Contractor's own claims record or other acts omissions matters or things peculiar to it will be deemed to be within the Contractor's obligations

- 4.2. The Contractor shall notify the Beneficiary in writing from time to time of any change in its professional indemnity insurance arrangements as set out above and within seven days of the Beneficiary's request at any time the Contractor will produce for inspection documentary evidence as to compliance with this Clause 4 and that payment has been made in respect of the last premium payment due
- 4.3. If the Contractor fails to comply with its obligations under this Clause 4 the Beneficiary may take out insurance to cover some or all of the loss or damage which could result from a breach of the Contractor's obligations under this Deed and may recover the costs and expenses of taking out such insurance from the Contractor

## **5. RELIANCE BY THE BENEFICIARY**

The Contractor acknowledges that the Beneficiary shall unless the contrary is clearly proved be deemed to have relied upon the performance by the Contractor of the Contractor's obligations under the Building Contract

## **6. ASSIGNMENT**

- 6.1. The Beneficiary may without the consent of the Contractor assign (but no more than twice):
  - 6.1.1. the benefit of all or any of the Contractor's obligations under this Deed; and/or
  - 6.1.2. any benefit arising under or out of this Deed
- 6.2. Assignment by way of security and re-assignment following discharge of that security and assignments between companies which are part of the same group shall not count towards the number of assignments without consent permitted by clause 6.1 but shall be deemed to always have consent. Companies are part of the same group if the same person or persons exercise ultimate control over at least 50% of the voting rights in respect of both companies.
- 6.3. The Contractor will not contend that any permitted assignee is precluded from recovering any loss resulting from any breach of this Deed (whatever the date of such breach) by reason only that that person is an assignee and not the original Beneficiary under this Deed or by reason that the original Beneficiary or any intermediate Beneficiary escaped any loss resulting from such breach by reason of the disposal of any interest in the Development or that the original Beneficiary or any intermediate Beneficiary has not suffered any the same or as much loss

## **7. EXTENT OF LIABILITY**

- 7.1. The rights and benefits conferred upon the Beneficiary by this Deed are in addition to any other rights and remedies the Beneficiary may have against the Contractor including without prejudice to the generality of the foregoing any remedies for negligence
- 7.2. The Contractor shall have no greater liability to the Beneficiary under this Deed than the Contractor would have had if the Beneficiary and the Employer jointly had appointed the Contractor under the Building Contract but the Beneficiary shall not be affected (unless it has approved it in writing) by any subsequent variation of the Building Contract or the waiver compromise or withdrawal of any claim made by the Employer under it and the Contractor shall not be entitled to set off any sums due under the Building Contract from sums due to the Beneficiary or to claim or counterclaim payment of any sum from the Beneficiary under this clause 7
- 7.3. The Contractor's liabilities under this Deed will not be in any way reduced or extinguished by reason of any enquiry inspection or approval of the Documents or attendance at site meetings or other enquiry or inspection that the Beneficiary may make or procure to be made for its benefit or on its behalf or any failure of the Beneficiary to enquire inspect attend or approve
- 7.4. The liability of the Contractor under this Deed shall cease on the expiry of the Relevant Period save in relation to any claims notified by the Beneficiary to the Contractor in writing before its expiry
- 7.5. The parties to this Deed do not intend that any of its provisions shall be enforceable by any person by virtue of the Contracts (Rights of Third Parties) Act 1999

## **8. NOTICES**

Any notice to be given under this Deed will be sufficiently served if sent by hand by facsimile transmission or by post to the registered office or if there is none the last known address of the party to be served. Any notice sent by hand will be deemed to be served on delivery and any notice sent by facsimile transmission will be deemed to be served in full at the time properly recorded on the sender's facsimile report sheet provided that if any notice sent by hand or facsimile is sent after 4.45 pm on any day it will be deemed to be served on the next day. Any notice sent by post will be deemed to have been duly served 48 hours after the time of posting if the end of that period falls before 4.45 pm and otherwise on the next day

## **9. GOVERNING LAW**

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and

construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English courts (but without prejudice to the right of the parties to bring proceedings in any other jurisdiction to enforce a decision of the English courts)

**10. EXECUTION AND DELIVERY**

This document is executed as a deed and is delivered on the date stated at the beginning of this deed. This document may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.

**EXECUTED as a DEED** )  
by [Contractor] acting by its duly )  
authorised director )  
in the presence of:

*Witness signature:* .....

*Witness name:* .....

*Witness address:* .....

*Witness occupation:* .....

**EXECUTED as a DEED by** )  
**CRANBROOK TOWN COUNCIL** )  
acting by two authorised signatories and )  
witnessed in the presence of the Proper )  
Officer )

.....  
First Authorised Signatory  
Print Name:

.....  
Second Authorised Signatory  
Print Name:

.....  
Signature of Proper Officer:  
Print Name of Proper Officer:

# FREETHS

Dated

2022

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- (1) BROOKSBANK CONSULTING LIMITED
- (2) Cranbrook Town Council

ENGINEER WARRANTY

Relating to

TOWN SQUARE AT CRANBROOK EXETER

DEED dated and delivered [

] 20[ ]

**BETWEEN** the Consultant and the Beneficiary named in the Particulars below and in consideration of the payment of one pound (receipt of which is hereby acknowledged) by the Beneficiary to the Consultant

**1. PARTICULARS**

- 1.1. **Consultant** [ ]  
Company Number: [ ]  
Registered Office: [ ]
- 1.2. **Beneficiary** **CRANBROOK TOWN COUNCIL** of the  
Younghayes Centre 169 Younghayes Road  
Cranbrook Devon EX5 7DR
- 1.3. **Development** the construction of the Town Square at Cranbrook  
in which the Beneficiary is interested as a  
purchaser
- 1.4. **Employer** [ ] Company Number [ ] whose  
registered office is at [ ]
- 1.5. **Contractor** [ ] Company Number [ ] whose  
registered office is at [ ]
- 1.6. **Building Contract** the contract dated [ ] under which the  
Contractor has been appointed to design and  
construct the Development together with other  
works
- 1.7. **Appointment** the agreement dated [ ] by which (inter alia)  
the Employer appointed the Consultant as civil &  
structural engineer in relation to the Development  
with such variations as may be approved by the  
Beneficiary (such approval not to be unreasonably  
withheld or delayed)
- 1.8. **Minimum PI Cover** £1,000,000 (one million pounds) for each and  
every claim or series of claims arising from the  
same original cause or event and subject to  
separate aggregate annual limits in respect of  
pollution and contamination related claims
- 1.9. **Relevant Period** the period from the date of this Deed until 12 years  
from the earlier of: the date of sectional completion  
or practical completion (having the same meanings

**1.10. Documents**

as under the Building Contract) of the Development means all drawings details plans reports calculations specifications bills of quantities and other documents of any nature whatsoever and any designs contained in them (and any works executed from them) provided by or on behalf of the Consultant in the course of performing its obligations under the Appointment

**2. EXERCISE OF SKILL AND CARE**

2.1. The Consultant warrants and undertakes to the Beneficiary that it has not breached and will not breach any of its obligations under the Appointment and that in all services performed and to be performed pursuant to the Appointment the Consultant has exercised and will continue to exercise such reasonable skill care and diligence as is to be expected of a properly qualified and competent consultant of the same discipline as the Consultant experienced in carrying out work such as its duties under the Appointment in relation to projects of a similar size scope nature and complexity to the Development

2.2. The Consultant further warrants and undertakes to the Beneficiary that it has exercised and will exercise such skill care and diligence to see that:

2.2.1. it has not specified or approved and will not specify or approve for use in relation to the Development any products or materials not in conformity with relevant British or European Standards or Codes of Practice or which at the time of use are widely known within the Consultant's profession in the United Kingdom to be deleterious to health and safety or to the integrity or durability of buildings and/or other structures and/or finishes and/or plant and machinery in the particular circumstances in which they are used

2.2.2. it notifies the Beneficiary in writing forthwith if in the performance of its duties under the Appointment the Consultant becomes aware that it or any other person has specified or used or authorised or approved the specification or use by others of any such products or materials (provided that this Clause 2.2.2 does not create any additional duty for the Consultant to inspect or check the work of others which is not required by the Appointment)

2.2.3. to the extent that the Consultant is responsible for the design of the Development its design will comply with all relevant legal requirements including without limitation the requirements of any relevant planning

building regulations waste environmental or other authority or consent licence or approval of which the Consultant is or could reasonably be expected to be aware

### **3. LICENCE TO USE DOCUMENTS**

- 3.1. Copyright and registered and unregistered design right in all Documents will remain vested in the Consultant but the Consultant now grants (or if such a grant cannot legally take place until a later date agrees to grant) to the Beneficiary with effect from the date of this Deed or in the case of Documents not yet in existence with effect from the date of their creation an irrevocable royalty free non-exclusive licence (such licence to remain in full force and effect notwithstanding the completion of the Consultant's obligations or termination of its engagement under the Appointment or any dispute under the Appointment or this Deed) to use and reproduce all Documents for any purpose whatsoever connected with the Development (including but without limitation the execution completion maintenance letting advertisement modification extension reinstatement and repair of the Development). Such licence will carry the right to grant sub-licences and will be transferable to third parties
- 3.2. The Consultant will not be liable for any use the Beneficiary may make of the Documents for any purpose other than that for which they were originally provided unless the Consultant authorises such use and confirms that the Documents are suitable for it
- 3.3. The Consultant warrants that the Documents (save to the extent that sub-consultants have been used to prepare them) are and will be its own original work and that in any event their use in connection with the Development will not infringe the rights of any other person. The Consultant further warrants that where sub-consultants have been or are used their work is and will be original and that it will obtain the necessary consents in relation to Clause 3.1
- 3.4. The Consultant agrees that on the Beneficiary's reasonable request at any time and following reasonable prior written notice it will give the Beneficiary or those authorised by it access to the Documents and will provide copies of them (including copy negatives and/or CAD disks or other approved electronic versions) at the Beneficiary's reasonable expense
- 3.5. The Consultant now waives and agrees to waive and not to assert (and agrees to procure that any sub-consultants do likewise) all moral rights in the Documents under Chapter IV of the Copyright, Designs and Patents Act 1988

#### **4. INSURANCE**

- 4.1. The Consultant warrants to the Beneficiary that it holds professional indemnity insurance which will cover its potential liabilities under this Deed in an amount and on a basis at least equal to the Minimum PI Cover and that it will maintain such insurance with reputable insurers carrying on business in the United Kingdom throughout the Relevant Period provided that such insurance is generally available in the market to members of the Consultant's profession at a commercially reasonable cost and on commercially reasonable terms (and if not so available then the Consultant shall maintain such reduced level of or reasonable alternative insurance as is so available). For the avoidance of doubt payment of any increased or additional premiums required by insurers by reason of the Consultant's own claims record or other acts omissions matters or things peculiar to it will be deemed to be within the Consultant's obligations
- 4.2. The Consultant shall notify the Beneficiary in writing from time to time of any change in its professional indemnity insurance arrangements as set out above and within seven days of the Beneficiary's request at any time the Consultant will produce for inspection documentary evidence as to compliance with this Clause 4 and that payment has been made in respect of the last premium payment due
- 4.3. If the Consultant fails to comply with its obligations under this Clause 4 the Beneficiary may take out insurance to cover some or all of the loss or damage which could result from a breach of the Consultant's obligations under this Deed and may recover the costs and expenses of taking out such insurance from the Consultant

#### **5. RELIANCE BY THE BENEFICIARY**

The Consultant acknowledges that the Beneficiary shall unless the contrary is clearly proved be deemed to have relied upon the performance by the Consultant of the Consultant's obligations under the Appointment

#### **6. ASSIGNMENT**

- 6.1. The Beneficiary may without the consent of the Consultant assign (but no more than twice) and in all cases notify the Consultant (save that any failure to notify shall not nullify the assignment):
- 6.1.1. the benefit of all or any of the Consultant's obligations under this Deed;  
and/or
  - 6.1.2. any benefit arising under or out of this Deed
- 6.2. Assignment by way of security and re-assignment following discharge of that security and assignments between companies which are part of the same group

shall not count towards the number of assignments without consent permitted by clause 6.1 but shall be deemed to always have consent. Companies are part of the same group if the same person or persons exercise ultimate control over at least 50% of the voting rights in respect of both companies

- 6.3. The Consultant will not contend that any permitted assignee is precluded from recovering any loss resulting from any breach of this Deed (whatever the date of such breach) by reason only that that person is an assignee and not the original Beneficiary under this Deed or by reason that the original Beneficiary or any intermediate Beneficiary escaped any loss resulting from such breach by reason of the disposal of any interest in the Development or that the original Beneficiary or any intermediate Beneficiary has not suffered any the same or as much loss

## **7. EXTENT OF LIABILITY**

- 7.1. The rights and benefits conferred upon the Beneficiary by this Deed are in addition to any other rights and remedies the Beneficiary may have against the Consultant including without prejudice to the generality of the foregoing any remedies for negligence
- 7.2. The Consultant shall have no greater liability to the Beneficiary under this Deed than the Consultant would have had if the Beneficiary and the Employer jointly had appointed the Consultant under the Appointment but the Beneficiary shall not be affected (unless it has approved it in writing) by any subsequent variation of the Appointment or the waiver compromise or withdrawal of any claim made by the Employer under it and the Consultant shall not be entitled to set-off any fee payments from sums due to the Beneficiary or to claim or counterclaim fees or any other sum from the Beneficiary under this clause 7
- 7.3. The Consultant's liabilities under this Deed will not be in any way be reduced or extinguished by reason of any enquiry inspection or approval of the Documents or attendance at site meetings or other enquiry or inspection that the Beneficiary may make or procure to be made for its benefit or on its behalf or any failure of the Beneficiary to enquire inspect attend or approve
- 7.4. The liability of the Consultant under this Deed shall cease on the expiry of the Relevant Period save in relation to any claims notified by the Beneficiary to the Consultant in writing before its expiry
- 7.5. The parties to this Deed do not intend that any of its provisions shall be enforceable by any person by virtue of the Contracts (Rights of Third Parties) Act 1999

**8. NOTICES**

Any notice to be given under this Deed will be sufficiently served if sent by hand or by post to the registered office or if there is none the last known address of the party to be served. Any notice sent by hand will be deemed to be served on delivery. Any notice sent by post will be deemed to have been duly served 48 hours after the time of posting if the end of that period falls before 4.45 pm and otherwise on the next day

**9. GOVERNING LAW**

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English courts (but without prejudice to the right of the parties to bring proceedings in any other jurisdiction to enforce a decision of the English courts)

**10. EXECUTION AND DELIVERY**

This document is executed as a deed and is delivered on the date stated at the beginning of this deed. This document may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.

**EXECUTED as a DEED** )  
by [Consultant Name] acting by its )  
duly authorised director )  
in the presence of:

*Witness signature:* .....

*Witness name:* .....

*Witness address:* .....

*Witness occupation:* .....

**EXECUTED** as a **DEED** by )  
**CRANBROOK TOWN COUNCIL** )  
acting by two authorised signatories and )  
witnessed in the presence of the Proper )  
Officer )

.....  
First Authorised Signatory  
Print Name:

.....  
Second Authorised Signatory  
Print Name:

.....  
Signature of Proper Officer:  
Print Name of Proper Officer:



## **EAST DEVON NEW COMMUNITY, CRANBROOK**

### **TOWN CENTRE DEVELOPMENT**

#### **Memorandum of Understanding**

This Memorandum of Understanding is made between Persimmon Homes Limited (PH), Hallam Land Management Limited (HLM), Taylor Wimpey Developments Limited (TW) (together HLM, TW and PH are the NCP), East Devon District Council (EDDC), Devon County Council (DCC) and Cranbrook Town Council (CTC) HDD Cranbrook Limited ("HDD") (the Parties).

#### **Background**

- 1.1 This Memorandum of Understanding (the Memorandum) has been entered into between the Parties to facilitate the development of the Cranbrook New Community for which planning permission has been obtained under reference 7/22/03/P1900/00791 ("the Permission") in respect of the land at Cranbrook Devon.
- 1.2 The Parties (among others and except for HDD and CTC) have entered into an agreement under section 106 of the Town and Country Planning Act 1990 dated 29 October 2010 as amended by several deeds of variation (the S106 Agreement). Terms used in this Memorandum are as defined in the S106 Agreement unless otherwise stated.
- 1.3 This Memorandum has been entered into in anticipation of the submission of an application or applications for Additional Residential Development and application or applications or reserved matter submissions for Retail Development within the Town Centre Land (the Application(s)). Such Application(s) may take the form of one or more application(s) for full permission or for reserved matters approval(s) or as a hybrid application (or applications). The proposals being put forward to develop the Town Centre Land are as contained in the documents appended to this Memorandum (the "Proposals").
- 1.4 The Town Centre Land for the purposes of this Memorandum shall be the parcels edged red on the Plan (as referred to below). The terms set out in this Memorandum are agreed to form the basis of the obligations to be secured either by way of amendment to the S106 Agreement or by way of new obligations entered into through agreement(s) under sections 106 and 106A of the Town and Country Planning Act 1997 (the Varied S106 Agreement). For the avoidance of doubt the obligations relating to TC(4a) shall be dealt with by way of a standalone deed of variation to the S106 Agreement separate from any deed(s) of variation to the S106 Agreement in respect of the remainder of the NCP changes.
- 1.5 For the purposes of this Memorandum "Additional Residential Development" shall mean residential development within parcels TC3, TC5a, TC5b, TC6, TC7a, TC7b and TC8 of dwellings (including any residential plot or unit) that are not permitted under the Permission, broadly as shown on the housing layout plans attached as item 6 to Appendix 1, and "Additional Residential Dwelling" and "Additional Residential Permission" shall be interpreted accordingly

- 1.6 The intention of the Parties is that this Memorandum shall set out the requirements to be contained in any such Varied S106 Agreements as well as accepting all of the parameters and principals of the development proposed for the Town Centre Land as set out in this Memorandum. It further deals with the requirement for any additional all weather pitch and or Sports Pitch Land.

## **Existing Obligations**

### **As Set Out In the S106 Agreement**

- 2.1 The s106 Agreement sets out the obligations which bind NCP to deliver certain infrastructure on the Town Centre Land. These obligations are set out below (and indicate the enforcing authority) :
- 2.1.1 Skateboard Park and 7<sup>th</sup> LEAP – Schedule 8 -EDDC
  - 2.1.2 Public Conveniences – Schedule 13– EDDC
  - 2.1.3 Public Realm and Public Art – Schedule 15 - EDDC
  - 2.1.4 Youth Facilities Schedule 17– DCC/EDDC
  - 2.1.5 Library Schedule 19– DCC/EDDC
  - 2.1.6 Police and Ambulance Station Land Schedule 20– DCC/EDDC
  - 2.1.7 Health and Wellbeing Land Schedule 21– DCC/EDDC
  - 2.1.8 Car Park Strategy – Schedule 24 Para 24.6 – EDDC
  - 2.1.9 Location Plan Schedule 24 Para 24.1 - EDDC
  - 2.1.10 Design Code Schedule 24 Para 24.1 – EDDC
  - 2.1.11 Marketing Requirement Schedule 24 Para 24.4 – EDDC
  - 2.1.12 Construction/Marketing of Town Centre Retail (supermarket and other units totalling 500m2) Schedule 24 – EDDC
  - 2.1.13 Sustainability – District Heating – Schedule 25 - EDDC
  - 2.1.14 Extra Care Land Schedule 29– DCC/EDDC
  - 2.1.15 Children's Centre Schedule 30 – DCC/EDDC
  - 2.1.16 Town Council Facilities Schedule 31 - EDDC
- 2.2 NCP, HDD, CTC, EDDC and DCC have agreed the location and layout of the Town Centre as shown on the Parcellation Plan attached as item 4 to Appendix 1 (the Plan). The development of the Town Centre Land in accordance with the Plan and the Proposals shall be deemed to satisfy all requirements for the submission of Location Plans under the S106 Agreement in relation to the obligations set out above.

## Existing Obligations as Revised in the Varied S106 Agreement

- 2.3 In relation to NCP's obligations to provide for the Library, Youth Facilities and Children's Centre:
- 2.3.1 NCP shall Offer to Transfer parcel TC4b (0.4Ha) as Serviced Land to DCC for £1 upon completion of this Memorandum
- 2.3.2 In relation to the design construction and fit out of a building or buildings to contain the Children's Centre, the Youth Facilities and the Library NCP shall make a contribution of £3m made up of the following payments to DCC
- (a) the sum of £742,000 (being made up of a) the Children's Centre Contribution £430,000 and b) £312,000 from para 2.7 below) (Index Linked) within 14 days of the date of completion of the Varied S106 Agreement
  - (b) The sum of £1,548,232 (to be paid on the earlier of the commencement of an Additional Residential Permission or the occupation of the 3450<sup>th</sup> Dwelling)
  - (c) A contribution triggered by the grant of an Additional Residential Permission consisting of a quantum of Additional Residential Dwellings substantially in the form of the residential layout plan annexed as item 6 to Appendix 1 and amounting to the balance of the £3m payable on the commencement of the Additional Residential Permission.
- 2.3.3 Schedule 17 Youth Facilities, Section 17.1 Temporary Provision: NCP shall pay to DCC the remaining annual Youth Worker Contribution payments until ten (10) years from the date of payment of the first instalment
- 2.3.4 Schedule 19 Library Facilities and Mobile Library Contribution: Section 19.2 Mobile Library Contribution: NCP shall pay to DCC the remaining annual Mobile Library Contribution payments until ten (10) payments have been paid.
- 2.3.5 Schedule 30 Children's Centre Facilities: Section 30.3 Temporary Children's Centre Contribution: NCP shall pay to DCC the remaining annual Temporary Children's Centre Contribution payments until three payments have been paid.
- 2.3.6 Compliance with the obligations in 2.3.1 to 2.3.5 (above) shall represent full delivery of all outstanding obligations in schedules 17, 19 and 30 of the S106 Agreement
- 2.3.7 Provided that NCP makes the payments specified in Sections 2.3.2, DCC rescinds the notice it gave to NCP on 10<sup>th</sup> June 2019 that NCP should make direct delivery of the Children's Centre Facilities under paragraph 30.4b of the S106 Agreement
- 2.4 In relation to NCP's obligations to provide for the, Town Council Facilities and Health and Well Being Facilities NCP shall
- 2.4.1 Within 7 days of the date of 2022 NCP shall make an Offer to Transfer for £1 to EDDC parcel TC2, as Serviced Land to provide the land for the Town Council Facilities and Health and Well Being Facilities and the balance of the Sports Pitch Land

- 2.4.2 Offer to Transfer TC4c as Serviced Land for £1 upon planning permission for the Additional Residential Development becoming Challenge Free (and if there is more than one such permission, the first permission)
- 2.4.3 Pay to CTC the following sums towards the cost of construction of the Town Council Offices;
- (a) £250,000 upon the Transfer of parcel TC2; and
  - (b) £342,500 within 18 months following the grant of planning permission for Additional Residential Development within the Town Centre (and if there is more than one such permission, the first permission) and it becoming Challenge Free

Provided That all of the Town Centre facilities are provided within Cranbrook, EDDC, DCC and/or CTC (as appropriate) shall be entitled to use such parcels for such uses as it thinks fit and appropriate Provided Always That such uses that may reasonably be regarded as bad neighbour uses shall not be located so as to adversely affect NCP's development

Compliance with obligations in 2.4.1 to 2.4.3 (above) shall represent full delivery of all outstanding obligations in schedules 21, 29, and 31 of the S106 Agreement

- 2.5 The Offer to Transfer parcel TC4c under paragraph 2.4.1 shall also represent compliance with the obligations to provide Ambulance and Police Station Land under Schedule 20 of the S106 Agreement
- 2.6 It is agreed that provided that the obligations within 2.3 to 2.4 (above) are fully complied with the obligations within the S106 Agreement as set out in 2.1 (above) shall be varied as part of the Varied S106 Agreement as follows:
- 2.6.1 Public Conveniences – Schedule 13– (obligation to EDDC) - to be provided within a public building, obligation to be removed from NCP and shall be discharged by compliance with Paragraphs 2.3 to 2.4 (above) and 3.1 (below)
  - 2.6.2 Public Realm and Public Art – Schedule 15 – (obligation to EDDC) - obligations for parcel TC4a to be discharged by development of parcel TC4a and delivery of street furniture within retail areas of that parcel. Obligations for agreement and provision of street furniture (Schedule 15 - 15.1, 15.2, 15.5) on other parcels within the Development to remain.
  - 2.6.3 Car Park Strategy – Schedule 24 Para 24.6 – (obligation to EDDC) - shall be deemed discharged by the submission and approval of all reserved matters in respect the development of TC4a
  - 2.6.4 Location Plan Schedule 24 Para 24.1 – (obligation to EDDC) – shall be deemed discharged
  - 2.6.5 Design Code Schedule 24 Para 24.1 – (obligation to EDDC) – shall be deemed discharged
  - 2.6.6 Marketing Requirement Schedule 24 Para 24.4 – (obligation to EDDC)– shall be deemed discharged

2.6.7 Sustainability – District Heating – Schedule 25 – (obligation to EDDC) – see Paragraph 8 below

2.7 The Varied S106 Agreement shall remove the following existing contributions due to DCC

2.7.1 Traffic Monitoring Contribution

2.7.2 Public Transport Interchange Contribution

2.7.3 Bus Detection Contribution

2.7.4 Mitigation Contribution

#### **HDD/Owner of Parcel TC4a - Obligations In Relation to Parcel TC4a**

3.1 The varied S106 Agreement specific to TC(4a) only shall provide for all obligations presently contained in the S106 Agreement to be released in respect of Parcel TC(4a) and only obligations relating to the following matters shall be re-imposed in respect of the relevant sub-parcels with necessary amendments:

3.1.1 Requirement for all Buildings (save for the High Street Units and Dwellings) to meet BREEAM standards Very Good and certification to shell only. Additionally, a requirement for the supermarket (shell and fit out) to meet BREEAM standard Very Good.

3.1.2 Obligation to provide 5 High Street Units to Shell Standard. In this respect a definition of Shell Standard shall be included in the varied S106 specific to TC(4a) in accordance with the criteria in Paragraph 12 below.

3.1.3 Compliance with the Considerate Constructors Scheme

3.1.4 Obligation to pay a Further Mitigation Contribution of £889.95 per Dwelling (for such Dwellings that are constructed within parcel TC(4a) by way of reserved matter consents)

3.1.5 To pay for Traffic Regulation Orders to provide for limited waiting and no return within a given period on certain roads within the Town Centre

3.1.6 Obligation to provide Travel Plan(s) for premises within parcel TC(4a) provided that there shall be no obligation to secure the provision of showers for cyclists as required by paragraph 7.4.3 to Schedule 7 to the S106 Agreement

3.1.7 Obligations relating to the construction of the town square (as referred to in paragraph 4 below)

3.1.8 In relation to the requirement to connect to the District Heating Facility reasonable endeavours will be made to connect to Dwellings and the nursery facility, ducts/pipes will be installed to retail units to enable a connection to be made but there shall be no requirement on the Supermarket operator to connect. In lieu of there being no requirement on the Supermarket to connect there shall be an obligation to achieve no less than 16.7% of the energy needs of the Supermarket from on-site renewable energy resources.

- 3.2 The development of Parcel TC(4a) shall be capable of being developed out independently of the other Parcels. Further the development of Parcel TC(4a) shall not be restricted by obligations imposed on or required in respect of different Parcels within the wider development site.
- 3.3 Parcel TC(4a) shall be developed in separate sub-parcels to be agreed between EDDC and HDD and the development of a sub-parcel within TC(4a) shall not be restricted by obligations imposed on or required in respect of different sub-parcel(s) within TC(4a).
- 3.4 For the avoidance of doubt the owner of TC4a shall only be obligated in respect of the re-imposed obligations affixed to parcel TC(4a) outlined in 3.1.1 to 3.1.8 above (unless HDD acquire any land outside of parcel TC(4a)) and the owner of each sub-parcel of TC(4a) shall only be liable for compliance with the obligations relating to that sub-parcel within TC(4a).
- 3.5 There shall be no Affordable Housing requirement within TC(4a) nor any associated Affordable Housing obligations imposed on the owner of TC(4a). However, for the avoidance of doubt, the NCPs are required to fully comply with the existing Affordable Housing requirements in the S106 Agreement including making up the Affordable Housing shortfall which will result by providing Affordable Housing within TC(4a).

#### **Additional Obligations**

- 4.1 The varied s106 Agreement specific to TC(4a) only shall contain provisions as outlined in 4.1.1 to 4.1.5 below:
  - 4.1.1 Town square to be delivered by HDD as part of the development of TC4a in accordance with the Proposals and the details to be agreed under paragraph 4.1.4(a) below provided always that the Town Square to be completed and open for use prior to Occupation of the first High Street Unit.
  - 4.1.2 As part of the construction of the retail element of the Town Centre HDD/the owner of Parcel TC(4a) will provide a passenger car lift to ensure the development complies with obligations under the Equality Act 2010 and it is further agreed that HDD shall pay to CTC upon transfer of the town square a commuted sum of £25,000 which shall represent HDD's (and NCP's) only liability in relation to the ongoing maintenance of the said lift.
  - 4.1.3 Upon completion of the town square there shall be a 12 month maintenance period within which rectification of defects (including to the lift referred to in 4.1.2) shall be undertaken by HDD and the town square shall then be transferred to CTC who shall accept such transfer provided only that the works are carried out to the agreed specification and standard and the commuted sum referred to in 4.1.2 has been paid and CTC shall thereafter manage and maintain the town square.
  - 4.1.4 EDDC (in consultation with CTC) agrees with HDD
    - (a) To consider proposals for the town square specification as soon as reasonably practical and in any event in line with the consideration of the relevant reserved

matters application and to either confirm acceptance to the town square specification or provide reasons for the non-approval.

4.1.5 DCC or EDDC (as appropriate) shall respond to any travel plans submitted to it by NCP in relation to the Additional Residential Development in the Town Centre (excluding TC(4a)) under the terms of the Varied S106 Agreement and in particular shall:

- (a) confirm receipt within 5 Working Days
- (b) confirm whether the travel plan(s) is approved un-amended as soon as practicable (acting reasonably), or
- (c) if the travel plan(s) is not approved identify the reasons for such non approval as soon as practicable (acting reasonably).

4.2 The following additional contributions shall be paid by the freehold owner of the relevant development parcel in respect of the Additional Residential Dwellings to be constructed (provided that for the avoidance of doubt these additional contributions are not applicable to any Dwellings provided within TC4a):

4.2.1 £2,551 per Additional Residential Dwelling constructed towards the mitigation of the impact of the Development on the Exe Estuary and Pebblebed Heaths SPA and SAC

4.2.2 £1,742 per Additional Residential Dwelling to be paid as a contribution towards the provision of additional primary school places

4.2.3 £1,045 per Additional Residential Dwelling constructed on the Residential Land (as defined below) to be paid as a contribution towards sustainable travel

4.2.4 £72 per Additional Residential Dwelling to be paid as a contribution towards car sharing schemes and e bikes

4.3 It is agreed that other than the matters set out in this Memorandum there shall be no other additional obligations or requirements placed on NCP or HDD in developing the Town Centre Land subject to the submitted Application(s) being in broad alignment with the Proposals

## **Offer Land**

5.1.1 The NCP and EDDC wish to progress Cranbrook Town Centre incorporating amongst other uses food-store led development and a Town Square, additional retail units and additional Market Housing, with the general disposition of uses as shown on the appended plan marked Plan 1.

5.1.2 Within 14 days of the date of this Memorandum NCP shall offer to transfer to EDDC parcels TC4d and TC4e equating to 3.867 acres at the price of £1.25m per acre (totalling £4,833,750 (the Price) to be paid in a single instalment upon completion of the transfer) the location and boundaries of which are shown on the attached plan marked Plan 2 (the Offer Land) and this shall be referred to as the "Offer". NCP acknowledge that the Offer may not be withdrawn until after expiry of the period set out in Clause 5.3 below.

- 5.1.3 The Offer shall be made on the terms set out in 5.1.2 above and that the Offer Land shall be;
- (a) sold with full title guarantee and free from all encumbrances and with vacant possession
  - (b) Provided with access, drainage and services to the boundary of the Offer Land at no cost to the purchaser
- 5.2 Any site wide management arrangements and service charge costs will apply to the Offer Land and the purchaser will be required to pay for all development costs within the Offer Land including a district heating connection cost to all units and a S106 cost. NCP agrees with EDDC that no new or amended easements or rights shall be created or brought into effect in relation to the Offer Land prior to the completion of the transfer or the expiry of the period set out in 5.3 below unless EDDC agrees in writing to such new or amended rights and or easement(s)
- 5.3 If EDDC does not complete the transfer under the Offer within 6 months of the date on which all approvals to the acquisition were obtained from the Enterprise Zone Board, the Cabinet and/or Full Council (as necessary)(such period may be extended by agreement between NCP and EDDC subject to a longstop date of 30<sup>th</sup> June 2023) then NCP shall be free to seek to develop the Offer Land for residential purposes as though it were part of the Residential Land and the number of Dwellings that may be provided within the Residential Land shall be adjusted accordingly. EDDC and NCP will use reasonable endeavours to progress the transfer. The time period for completion of the transfer may be extended by agreement between EDDC and NCP (both parties acting reasonably).
- 5.4 Subject to the provisions in clause 6 EDDC shall be entitled to use the Offer Land for such uses as it thinks fit and appropriate and which may include Town Centre uses under the S106 Agreement Provided Always That such uses that may reasonably be regarded as bad neighbour uses shall not be located so as to adversely affect NCP's development
- 5.5 Any dispute as to the terms of the Offer shall be resolved under the terms of 12 Disputes below

#### **Use of the Town Centre for Foodstore Retail Uses**

- 6.1 EDDC, DCC or CTC shall not use or permit the use of any land within the Town Centre that is transferred to it (or them) as envisaged by this Memorandum for the retail sale of food for a period of 10 years from the date of a transfer of the Supermarket to an operator or 5 years from the date the Supermarket opens for business (whichever is the earlier) except for
- 6.1.1 -retail and convenience food units of less than 1,500 square feet GIA (with no amalgamation permitted)
  - 6.1.2 cafes, restaurants, hot food takeaways, public houses and bars under use classes A3, A4 and A5

## **Residential Development Within The Town Centre**

- 7.1 It is agreed between NCP and EDDC that NCP shall be free to develop the following parcels for residential development (the Residential Land)-
- (a) TC3, TC5a, TC5b, TC6, TC7a, TC7b and TC8b; and
  - (b) any part of the Offer Land where the offer to transfer is not taken up by EDDC within the 6 month offer period specified in 5.3 (above)
- 7.2 The S106 Agreement shall be varied to ensure that the restriction on housing numbers to be provided under the Permission shall not prevent the development of the Additional Residential Dwellings
- 7.3 The Development of the Residential Land shall otherwise be governed by the obligations in the S106 Agreement which shall be amended to remove the requirement for Affordable Housing within the Residential Land (other than for Dwellings permitted by reserved matter application(s) under the Permission). For the avoidance of doubt it is not envisaged at the date of this Memorandum that there shall be any additional obligations over and above those set out in this Memorandum.
- 7.4 For the avoidance of doubt it is agreed that Additional Residential Dwellings (being Dwellings not brought forward under the Permission) shall not be required to contribute towards the HCA Loan repayment (as contained in Schedule 2 or 2A of the S106 Agreement).).
- 7.5 Residential development within TC(4a) by HDD is dealt with in Paragraph 3.

## **District Heating**

- 8.1 NCP are to carry out the necessary actions to procure through the E.ON Master Agreement (MA) that District Heating is made available to Dwellings in the Town Centre. Save for the Dwellings in TC(4a) where the cost at paragraph 8.3 applies E.ON has requested that connection charges for units in excess of the original 3,500 anticipated when the MA was signed should be increased above the fixed £1,500 per plot (index linked in line with rpi-x back to November 2010). In order to procure the additional connections above that number NCP will offer to pay up to £7,000 per connection for Dwellings above 3,500 in order to procure that the Dwellings in the Town Centre are connected. It shall be assumed that such connection will utilise a low carbon energy source eliminating the need for further measures in order to comply with Part L of the Building Regulations 2021.
- 8.2 Save for the Dwellings in TC(4a) where the cost at paragraph 8.3 applies if E.ON is able to require NCP to pay more than £7,000 per additional Dwelling for the cost of connection to the District Heating system, NCP shall be entitled to employ alternative low carbon means of heating the Dwellings on the Residential Land in order to achieve compliance with Part L of the Building Regulations 2021 or an equivalent standard Providing That the total cost of doing so (including any utility service reinforcement works required as a consequence) does not exceed the cost of connection sought by E.ON, and NCP undertakes to provide EDDC with all information reasonably required by EDDC to satisfy itself that this is the

case. Where NCP so employs alternative low carbon means of heating, NCP shall not be required to provide District Heating (as provided in 8.1).

- 8.3 For the Dwellings in TC(4a) the cost to provide District Heating to Dwellings in TC(4a) shall be no greater than £1,500 per plot index linked in line with rpi-x back to November 2010 until the quarter immediately preceding the date of Commencement of the TC(4a) development.
- 8.4 EDDC shall use reasonable endeavours and provide NCP with reasonable assistance in negotiations with Eon and with applications for (or assistance with applications for) grant funding to minimise the cost of connection to the District Heating system or for employing alternative low carbon means of heating.

#### **Agreement of Varied S106 Agreement**

- 9.1 The Application(s) will contain proposals for the development of the Town Centre Land to include provision of infrastructure as set out in Paragraphs 2 and 3 above together with residential development set out in Paragraph 6.
- 9.2 It is agreed by EDDC and DCC that provided that the terms of the Application(s) are as set out in this Memorandum EDDC and DCC do not envisage seeking any additional requirements to those contained in this Memorandum.
- 9.3 It is agreed between EDDC and NCP that in consideration of the offers to transfer part of TC2 provided as additional Sports Pitch Land and/or Offer Land (whether or not either or both of such offers are accepted by EDDC,) the provisions of Paragraphs 3 and 5 of the Memorandum of Understanding dated 13 May 2016 shall be of no further effect and shall determine absolutely. For the avoidance of doubt NCP shall not be required to provide any all weather pitch and/or any Sports Pitch Land (not already provided as at the date of this Memorandum)
- 9.4 The Parties shall cooperate in order to give effect to the agreements referred to above and shall negotiate in good faith variations to the S106 Agreement and for the transfer of the Offer Land in tandem with processing the Application(s) with a view to ensuring the Varied S106 Agreement is completed within 1 month of the resolution to grant the Application(s).

#### **Design and Layout of the Town Centre Land**

- 10.1 EDDC, DCC and CTC accept that the development of the Town Centre Land (in so far as the Town Centre Land is to be developed by NCP, HDD or their successors) shall:
  - 10.1.1 be as set out on the land use plan reference 18-303-SGP-ZZ-00-DR-A-130011-J (appended to this Memorandum as Appendix 2) unless an amendment is agreed between the parties.
  - 10.1.2 Shall conform to the Design Statement but shall not otherwise be restricted in its scope and design
  - 10.1.3 The application for the development of Parcel TC4a HDD's Morrisons parcel shall be in accordance with the Policy Compliance Statement

## **Policy Requirements**

- 11.1 EDDC acknowledge that provided the development of the Town Centre Land is brought forward as described in this Memorandum there is no policy objection that EDDC is aware of that may be used to prevent Residential Development on the Town Centre Land and no further obligations or requirements are envisaged under s106 or otherwise in addition to those obligations and requirements set out in this Memorandum Provided Always that nothing in this Memorandum shall fetter the discretion of EDDC acting as Local Planning Authority in considering any application for planning permission in relation to the Town Centre Land
- 11.2 Nothing in the Memorandum shall be taken to require any repayment by EDDC or DCC of any sums of money where such payments have already been made and obligations satisfied under the S106 Agreement.

## **Definition of Shell Standard**

- 12.1 The definition of Shell Standard shall meet the following criteria:
- a) completion of the whole of the relevant High Street Unit so that it is wind and water tight (but without obligation for the final shopfront to have been installed);
  - b) that all physical connection points for all services as below have been provided:
    - Water service to an internal stop cock
    - Electricity ready to receive meter connection
    - Telecoms ducts into each unit connected to the nearest network chamber
    - Foul and storm drainage outlets within the floor of each unit
    - District Heating Network pipework (but without requirement for any meter or internal pipework) has been installed to the boundary of the premises (other than for the supermarket) where provided in accordance with 3.1.8 of this Memorandum of Understanding
    - that there are safe means of pedestrian access to and from the relevant High Street Unit
  - c) that the owners of the High Street Unit have self certified that the relevant High Street Unit has achieved Shell Standard;
  - d) that the Owners have provided written evidence to the planning authority that the pre-occupation planning conditions in respect of the High Street Unit have been complied with other than conditions which relate to operational matters or conditions that are compliance matters; and
  - e) that the High Street Unit has been constructed and completed in all respects in accordance with the Shell Specification for the relevant High Street Unit (and the Shell Specification shall be submitted to and agreed in writing by East Devon District Council and/or appended to the varied s106 Agreement specific to TC(4a)).

In respect of achieving the Shell Standard the varied s106 Agreement specific to TC(4a) shall include a strict sign off mechanism and dispute mechanism, including timescales (to be agreed during negotiation of the varied S106 Agreement specific to TC(4a)).

## **Disputes**

- 13.1 Any dispute arising out of the provisions of this Memorandum shall be referred to a person having appropriate qualifications and experience in such matters ("the Expert") for the determination of that dispute.
- 13.2 The Expert shall be appointed by the relevant parties to the dispute ("the Relevant Parties") or in default of agreement 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 parties.
- 13.3 The decision of the Expert shall be final and binding upon the Relevant Parties and the following provisions shall apply:-
- 13.3.1 the charges and expenses of the Expert shall be borne equally between the Relevant Parties unless the Expert shall otherwise direct;
- 13.3.2 the Expert shall give the Relevant Parties an opportunity to make representations and counter representations to him before making his decision;
- 13.3.3 the Expert shall be entitled to obtain opinions from others if he so wishes;
- 13.3.4 the Expert shall make his decision within the range of any representations made by the Relevant Parties themselves; and
- 13.3.5 the Expert shall comply with any time limit or other directions agreed by the Relevant Parties on or before his appointment.

This Memorandum of Undertaking may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one Memorandum of Undertaking

**SIGNED** for and on behalf of

**HALLAM LAND MANAGEMENT LIMITED**

Name:

Position:

Date:

**SIGNED** for and on behalf of

**PERSIMMON HOMES LIMITED**

Name:

Position: [REDACTED]

Date: 13-04-22.

**SIGNED** for and on behalf of

**TAYLOR WIMPEY DEVELOPMENTS LIMITED**

Name:

Position:

Date:

**SIGNED** for and on behalf of

**DEVON COUNTY COUNCIL**

Name:

Position:

Date:

**SIGNED** for and on behalf of

**EAST DEVON DISTRICT COUNCIL**

Signature:.....

Name: [REDACTED]

Position: [REDACTED]

Date:

And

Signature:.....

Name: [REDACTED]

Position: [REDACTED]

Date:"

**SIGNED** for and on behalf of

**CRANBROOK TOWN COUNCIL**

Name:

Position:

Date:

**SIGNED** for and on behalf of

**HDD CRANBROOK LIMITED**

Name:

Position:

Date:

## Appendix 1

The Proposals – Consisting of:

- 1 - Letter from David Lock Associates To East Devon District Council Dated 3<sup>rd</sup> June 2020
- 2 - HDD Proposals to Develop parcel TC4a Drawing 18-303-SGP-ZZ-00\_DR-A-130011
- 3 – Cranbrook Town Centre Design Principles Statement dated 25 March 2022
- 4 – Parcel Structure and Areas Plan Reference 10301-PA-08 Rev C
- 5 - Policy Compliance Statement
- 6 - Housing Layout Plans Consisting of WCN048- 382H Sketch Residential Layout .....

**East Devon District Council  
Devon County Council  
Cranbrook Town Council**

Cranbrook New Community Manager  
East Devon District Council  
Blackdown House  
Border Road  
Honiton  
EX14 1EJ

3 June 2020  
WCN028/NF

**CRANBROOK TOWN CENTRE  
Proposed Memorandum of Agreement**

I write on behalf of Hallam Land Management, Persimmon Homes and Taylor Wimpey Developments (the "consortium") to formally propose the adoption of a Memorandum of Agreement capturing the outcome of the intensive and thorough discussions and negotiations between the Consortium, Town Council, District Council and County Council – over the last six months.

The discussions were founded on the propitious conjunction of three key factors:

- the commitment made by DCC members in November 2019 to commit resources to progress with the delivery of County services and facilities in Cranbrook Town Centre at the earliest opportunity;
- the aspiration of Cranbrook residents led by the Town Council to see the Town Centre realised; and
- the emergence of developer interest (HDD) backed by operator interest (Morrisons) in delivering town centre retail facilities in a mixed use development.

The proposals put forward by HDD to the consortium, and to the District and Town Councils, deliver the optimal retail offer for the Town Centre on the basis of a town of some 8,000 new homes. They do so in a mixed-use context and secure the aspiration for high street units set out in the approved application (indeed they expand on the minimum provision that was expected/required in the section 106 agreement). The minimum retail provision is just 500 sq m, and is all that is required to be delivered in the existing section 106 agreement and under the existing planning permission. They present proposals that seek to improve on this position. They are only deliverable as a result of the planned expansion of the town.

**DAVID LOCK ASSOCIATES LIMITED**  
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Critical to the success of the HDD/Morrisons proposals is a comprehensive plan/solution for the whole of the town centre (the extent of which was defined in the existing section 106).

Agreement to a comprehensive master plan/proposal for the whole of the town centre is critical:

- to ensure that each deliverable element of the town centre is planned in conjunction with the other and to maximise synergies and the sociability of the town centre;
- to provide the essential commercial certainty across the consortium's remaining land ownership in the town centre to enable

them to enter into agreement with HDD/Morrisons (which would otherwise be too commercially unattractive and would not happen).

The alternative to a comprehensive agreement for the whole of the town centre is:

- the lack of sufficient confidence for the consortium to proceed with the proposed contract with HDD/Morrisons; and
- the potential delivery of piecemeal standalone developments that serve to frustrate all party's hopes for the town centre – and which would occur (if at all) over a prolonged and protracted period. The only certainty is the minimum 500 sq metres (essentially 5 units) (with perhaps a discount food retailer).

Our collective discussions commenced in November 2019 with the enthusiastic hope that these might be completed in the first two months of this year. They commenced and advanced prior to any inkling of the impending impacts of COVID. The outcome of the discussions is wholly unrelated to COVID although the economic consequences of the pandemic only serve to underline further the rationale for the comprehensive proposals now before you.

That the discussions have taken six months – with an intensive programme of meetings of the Cranbrook Strategic Delivery Board and all parties – has meant that all options, opportunities and funding possibilities, have been forensically examined and scrutinised. We have all made substantial progress and there is clarity to the proposals. EDDC, CTC and DCC can be completely confident that a comprehensive decision can now be reached.

Discussions have throughout worked towards the signing of a Memorandum of Agreement (MoU) by the Consortium, CTC, EDDC and DCC. I am pleased to enclose the MoU for the formal endorsement of the parties. In summary it comprises:

- confirmation of the location and layout of uses within the Town Centre, including those parcels to comprise residential development (NB residential uses are town centre uses and it has always been accepted that Cranbrook town centre should have significant residential opportunities – including discrete residential parcels within a mixed use town centre);
- the obligations to be secured or not as part of subsequent planning applications within the town centre (including a varied section 106 agreement to apply to reserved matters applications under the existing planning permission);
- provides for the early transfer of the respective parcels to EDDC, CTC and DCC to accommodate all outstanding section 106 obligations (including the facility to make additional provision within the agreed land parcels);
- provides for payments outstanding from the existing section 106 agreement to be made upon completion of 100 dwellings in the town centre (thus accelerating delivery over and above existing trigger dates);
- provides for the consortium to layout the Town Square to a design and standard (that we believe has been agreed) and for its transfer to CTC;
- makes available an additional parcel of land (4d) to be transferred (at the appropriate residential market price) to EDDC to meet further needs that may arise in the town centre; and
- commits the consortium to provide District Heating to all dwellings within the Town Centre – subject to a maximum cost of £1million.

In terms of design, the Memorandum of Agreement appends and includes agreement to:

- the principles of the design (layout and elevations) of the Morrisons store, the High Street retail frontage and a nursery – to be brought forward by HDD, contracted to the consortium;
- a comprehensive Statement of Design Principles for the Town Centre;
- a provisional layout for the development of the town centre including residential areas – in accordance with the Statement of Design Principles; and
- progress in good faith detailed schemes to consent, in accordance with the above design principles.

The inclusion of the Statement of Design Principles and layouts and details provides certainty for the consortium and for the Authorities – securing densities in the heart of the town centre that accord with the aspirations of the Cranbrook DPD (in excess of 55dph) and densities in the outer parcels that are consistent with those achieved on surrounding parcels and along the Main Local Route (still in excess of 45dph).

The Statement of Design Principles also stipulates a design appearance for the town centre that is internally consistent within the town centre – between the mixed and residential uses – and is distinct from that built at Cranbrook to date.

Material that is also provided with the Memorandum includes a policy compliance statement demonstrating how the proposals are informed by, and are consistent with, the Cranbrook DPD policies. The statement provides further rationale – should any be required – for the proposals now set out. It is not a matter requiring approval but provides context.

If approved – the next steps will be:

- the completion of the MoU;
- the completion of contractual agreements with HDD to deliver the retail and associated elements of the development;
- the submission of a reserved matters application for the HDD/Morrisons development – including the Town Square - and on approval thereof, a S106 to govern the retail aspects of the TC;
- the submission of reserved matters & full applications as appropriate for the residential elements of the town centre and in approval thereof, a DoV to the S106 to govern the delivery of the residential development in the town centre;
- the transfer of Parcel 2 to EDDC/CTC;
- the transfer of Parcel 4c to DCC;
- the progression of a planning application by DCC for County Council services and facilities including skatepark;
- the progression by EDDC of a design for Parcel 2:

The proposals have been worked up by all parties and will deliver the key retail, civic and community buildings on both sides of the main movement corridor as it passes through the Town Centre. They will become the heart of the town centre with:

- a range of public spaces – including square and skatepark;
- key civic buildings;
- key community buildings;
- a food store plus a range of high street units;
- flexible floorspace at key locations;
- some 350 dwellings (with broad range of specification) to meet pressing housing need;
- residential uses in 3 storey development above the proposed high street retail uses

It will be a sociable town centre that is the culmination of many years of planning and consultation with clear synergies between each element – including Education Campus as has always been planned.

This is not a departure from previous thinking but its development and fulfilment. Nor is it a departure from Cranbrook DPD policy in any meaningful way.

Further flexibility is retained to allow EDDC to purchase a further 0.4 has. of land (Parcel 4d) to accommodate other needs - should they become a priority (e.g. leisure centre) for the authorities.

In terms of scale, the proposals are broadly consistent with the Councils advice (from Lambert Smith Hampton) as to what is likely to be sustainable in the town centre. Such advice confirmed the lack of effective demand (irrespective of COVID) for significant office development or further retail development above that now proposed.

The consortium has greatly appreciated the opportunity to work in partnership with the Councils over the last six months and believe that all is now in place to deliver a comprehensive proposal (which it needs to be ) for the town centre. Indeed, if what is proposed can be achieved, then we will have collectively succeeded against substantial odds presented by long term commercial trends and, once delivered, all parties will be able to point to their role in creating a truly successful town centre.

Yours sincerely,





Cc Persimmon Homes Limited  
Taylor Wimpey Developments Limited  
Hallam Land Management Limited

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# CRANBROOK

## TOWN CENTRE DESIGN PRINCIPLES

MARCH 2022

Prepared by:  
**David Lock Associates**

On behalf of:  
**Hallam Land Management Limited**  
**Persimmon Homes Limited**  
**Taylor Wimpey Developments Limited**

Prepared on behalf of:  
East Devon New Community Consortium  
In consultation with:  
East Devon District Council [EDDC]  
Devon County Council  
Cranbrook Town Council



By: David Lock Associates  
With additional drawings and images  
by HDD, Stephen George & Partners, and FPCR

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# CONTENTS

<b>1.</b>	INTRODUCTION	4
<b>2.</b>	THE TOWN CENTRE	5
<b>3.</b>	TOWN CENTRE LAND USES	6
<b>4.</b>	ACCESS & MOVEMENT	8
<b>5.</b>	PARCEL GUIDANCE	10
<b>6.</b>	CAR PARKING	22
<b>7.</b>	CYCLING PARKING & EV CHARGING	24
<b>8.</b>	REFUSE & RECYCLING	24



Exeter Context



Cranbrook and its future expansion

# 1. INTRODUCTION

Outline planning permission was granted for the new community of Cranbrook in 2010 for some 2,900 houses, a town centre and neighbourhood centre, an education campus, a primary school, a country park, sport and recreational facilities, a new railway station and the necessary supporting infrastructure. Further expansion beyond the 3,500 now approved are set out in the adopted Local Plan and the emerging Cranbrook Development Plan Document and planning applications for some of the land have been submitted.

Located to the east of Exeter and the M5, Cranbrook is currently bounded by the former A30 to the south and the London to Exeter railway to the north and lies in between the villages of Broadclyst, Whimble and Rockbeare.

Design Guidance for Cranbrook has followed a two tier approach. The Strategic Design Guidance (SDG) for the town along with other accompanying strategies were approved by the council in 2010. The SDG set out to explain the Development Framework Plan that formed the basis of the outline planning application, the generic urban design principles for the town and the different character areas to be created to achieve local distinctiveness. Design Principles have then been prepared for individual phases to set out how the key design objectives should be delivered, to ensure consistency in approach and to help accelerate the delivery of development if the principles are complied with.

This document sets out the design principles for the town centre, located within the heart of Cranbrook.

## 2. THE TOWN CENTRE

The scale of the challenge of creating a new town centre in 2020 is fully recognised by all involved. The Devon new towns of the Middle Ages (Honiton, Totnes, Newton Abbott) evolved organically over almost a millennium into successful service centres for significant rural hinterlands.

Cranbrook town centre will in comparison be built in a brief moment in time, endeavouring to meet the needs of ever-evolving 21st century lifestyles whilst being flexible and adaptable to allow for change in the years to come as demand or trends dictate.

The design of Cranbrook's town centre was a collaborative process right from the inception of the settlement. Early work undertaken by the design team was held in consultation with EDDC and DCC officers and followed by public consultation events that helped to determine the geographical location of the town centre.

The location chosen was in the heart of Cranbrook, centred on the primary movement route through the town. Whilst the scale and form of the town centre has been refined since then following the dramatic changes in the retail market and the expansion of other surrounding schemes, the intention has always been preserved of delivering a "High Street" running through the middle. By locating a variety of uses along it and just off it, accessed by public transport, bicycle, foot and car it will seek to maximise the life and vitality of the heart of the town for the residents of Cranbrook.



Cranbrook Town Centre

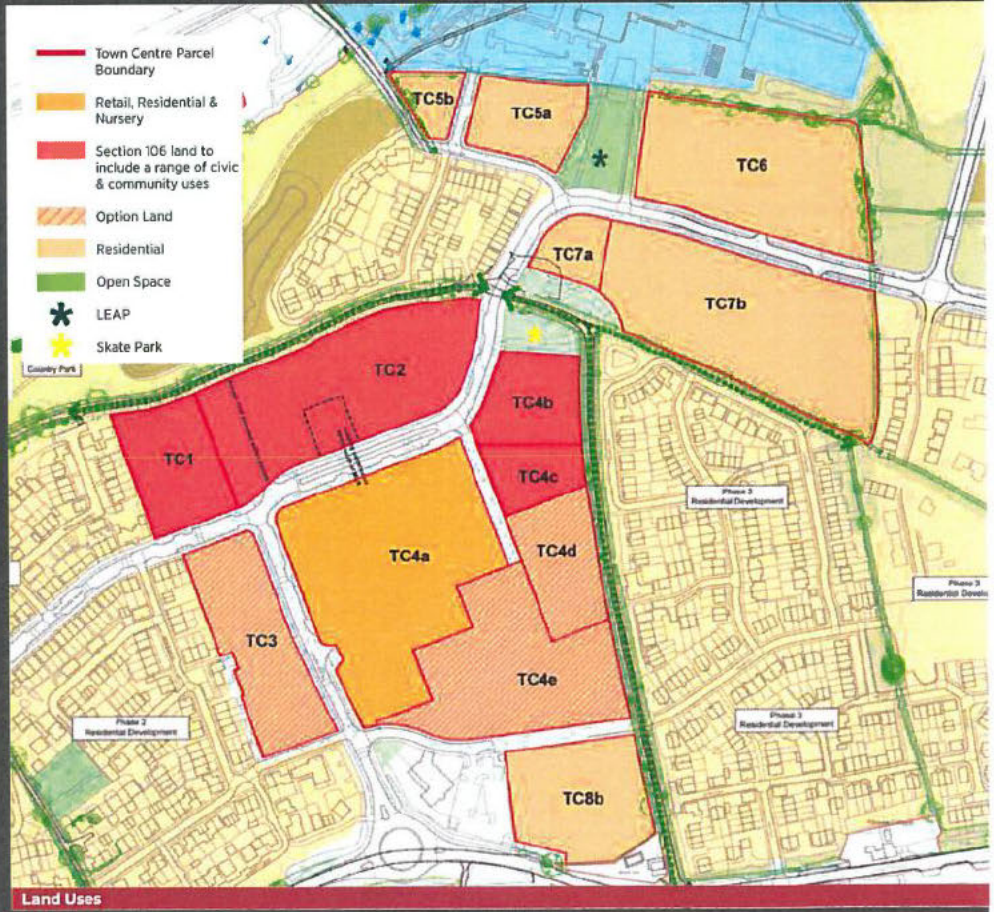
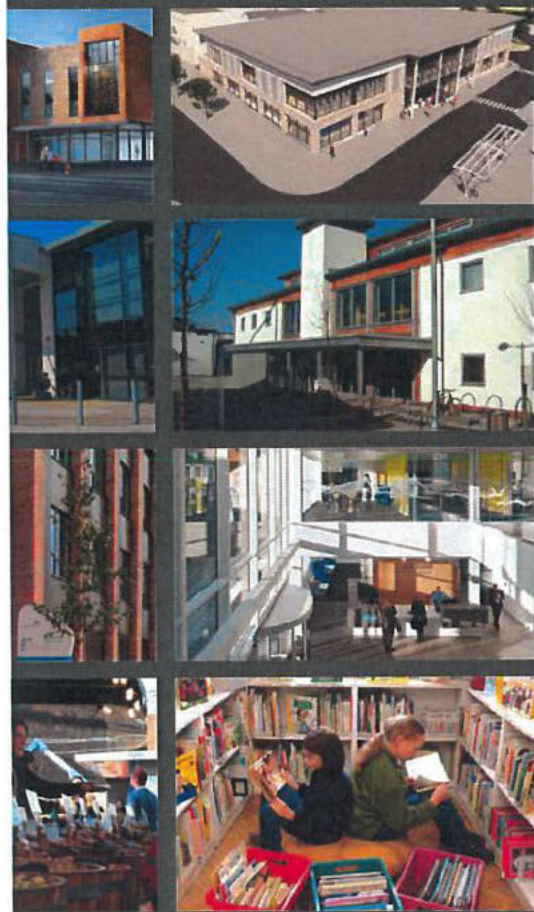
# 3. TOWN CENTRE LAND USES



As part of the planning obligations for the outline planning permission for Cranbrook, set out in the section 106 legal agreement, certain areas of land are to be provided within the town centre for specific uses. Following collaborative working between East Devon District Council, Devon County Council, Cranbrook Town Council and the Cranbrook New Community partners it has been agreed that the parcels of land shown in red below will be home to the following uses:



TC1	Extra Care Facility
TC2	Cranbrook Town Council Offices and Health and Wellbeing Centre (potential for occasional retail and other facilities such as a food store as well, if required)
TC4b	Devon County Council Multi-Purpose Building (to include Children's Centre, Youth Facilities, Library, Adult Social Care and potential other County Council services)
TC4c	Blue Light Facility (potential for fire, police and ambulance)
TC4a	Retail units on the ground floor with residential duplexes above, a foodstore and car park, and nursery.



Land Uses

# 4. ACCESS & MOVEMENT

## Design Principles to help deliver a Healthy and Active Town

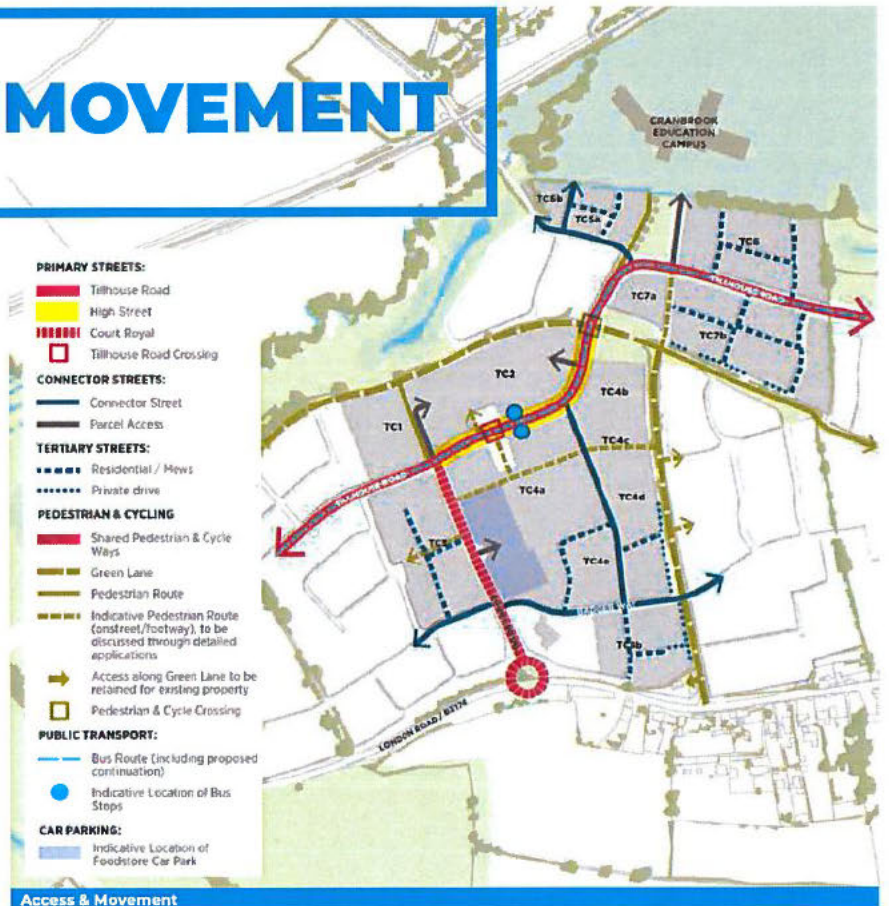
The design principles for Cranbrook have embraced healthy new town and active design principles. These include creating a walkable town centre with a choice of well-connected walking and cycling routes and the bus route passing through the middle. Town centre non-residential uses will be encouraged to be located where they are easy to walk and cycle to and shared trips can be made. Shared parking provision for some uses may also be appropriate.

### Public Transport

Public transport access will be along Tillhouse Road. It is envisaged that bus stops will be located on Tillhouse Road, in between parcels TC2 and TC4, providing direct access to the proposed shops, civic and community uses.

### Cycling / Pedestrian

Cycling will be encouraged into and through the town centre along Tillhouse Road and via Court Royal. The green lane also provides a key access route by cycle and foot to the town centre from the wider community and London Road to the south, and the country park to the north. Pedestrian links into the neighbouring streets of Cranbrook will also be provided in appropriate locations.



## Street Types

A clear hierarchy of street types has been designed for the town centre to assist with navigation and to help create a sense of place. These are identified on the plan and the design specification for each are shown on the accompanying table.



Street Hierarchy Principles			
	Primary Streets	Connector Streets	Tertiary Streets (Residential, Mews & Private Drives)
<b>Objective</b>	Create streets with a strong urban character and sense of place and can accommodate all modes of transport	Create attractive, well defined and walkable residential urban streets	Create shared space environments that integrate a mix of car parking typologies
<b>Carriageway Width</b>	6.4m	5.5m	Varying width
<b>Verge / Parking Bays</b>	2.1m each side to include street trees and visitor car parking	No	2.1m where appropriate in residential streets or mews
<b>Footway / Cycleway Width</b>	3m shared footway/cycleway each side of the road	2m footway each side	No
<b>Cycling</b>	Shared use footway/cycleway except along 'High Street' section of Tillhouse Road - to be agreed through detailed design process.	No separate facility, cycling to be on carriageway	No separate facility, cycling to be on shared surfaces
<b>On Street Parking</b>	At appropriate locations in the 2.1m verge in defined bays. No off street parking to maintain a continuous built form	Generally, no on street parking bays. Some on plot parking to side of dwellings. Other parking solutions to be located to the rear (e.g. courts / mews)	Perpendicular on street and on plot to the side parking, informal parking within mews with parking barns and parking court.
<b>Landscaping</b>	Street trees to be included in side and central verges along Tillhouse Road and Court Royal.	Thresholds of residential dwellings to be informally landscaped.	Street trees and informal planting to be included where appropriate. Thresholds of residential dwellings to be informally landscaped or hard surfaced with complementary materials to create a tight urban street scene.

## 5. PARCEL GUIDANCE

### Built Form

Principles guiding the town centre built form are identified opposite. A simple range of tools have been defined to assist with the creation of a town centre identity. These should be discussed with the local planning authority in any pre-application discussions and conformity demonstrated within planning application Design and Access Statements.

### Building heights

Minimum heights of 3 storeys or equivalent are required on the High Street section of Tillhouse Road and around the Town Square. A mix of two and three storey buildings will be developed elsewhere on Tillhouse Road and along Court Royal, with 3 storey encouraged at junctions and at the end of vistas.

### Density

A range of residential density is likely to be appropriate in the town centre with a higher density in the more central parcels and slightly lower on the periphery, such as TCS, 6, 7 and 8.

### Frontages

Predominantly continuous frontages will be sought along the primary streets. This will help create a coherent urban street scene.

Consistent building lines parallel to the edge of the street will be sought on the connector streets to create a well-balanced and enclosed street scene. Bays and entrance features are allowed to project forward, and recesses are also permitted to add some detail and interest to the urban texture.

Development adjoining the green lane should provide natural surveillance to the walking and cycling corridor with overlooking where possible; the hedgerow should be retained within the public realm.

### Buildings and spaces

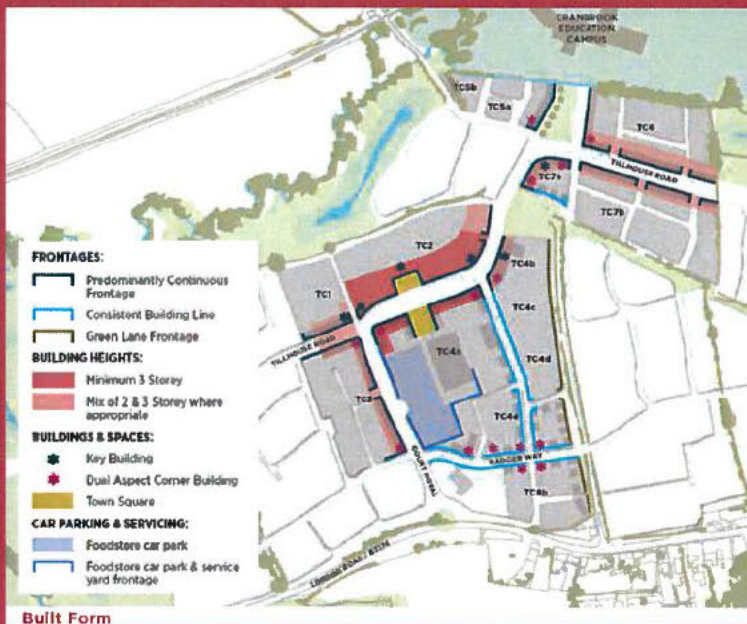
The Town Square is located in the heart of the town centre. It will comprise an open space to the south and north of Tillhouse Road, visually linked through the use of a consistent and complementary palette of materials. The design of the built form on all elevations fronting onto the square should complement each other to further assist with the creation of a 'sense of place' within one town square.

The location of key town centre buildings are identified where visually more prominent and or proposed to create landmarks and visual focal points. The selection of materials and architectural detailing in the key buildings along the High Street should be complementary to each other.

Dual aspect buildings on street corners within the town centre are identified where continuation of the street scene and activity is required on both elevations. Careful consideration should be given to the location of entrances and fenestration to ensure this is delivered; the use of architectural detailing can be employed to assist.

### Car parking and Servicing

The location of the foodstore car park and service yard is identified on this plan to ensure careful consideration is given to the design of the built form fronting onto it in TC3 and located to the rear of it in TC4e.



## Parcel Guidance

The following pages set out guidance for the five key areas within the town centre, complementing and adding to the built form principles where appropriate.

**TC1** proposed to be home to an Extra Care Facility which will form an important western gateway into the town centre.

**TC2 and TC4a, b & c**, form 'The High Street'. This will be the heart of the town centre, home to a wide variety of active uses and a location for social gathering within the square.

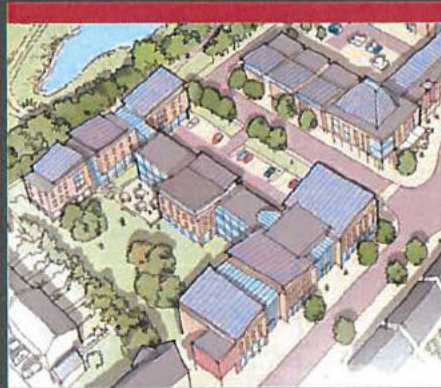
**TC3** is proposed to comprise residential development but alternative uses can be considered. It is located opposite the foodstore car park and at the entrance to the town centre.

**TC4 d & e** is located to the south of the High Street and could accommodate town centre related uses or residential development.

**TC5, 6, 7 & 8** are proposed to deliver edge of centre residential development, some of which will form a gateway to the Cranbrook Education Campus.

# TC1

Location Plan



NOTE: The images are for illustrative purposes only and are to illustrate general principles for development and do not advocate a particular state of design.



## Land Use:

Extra care housing.

## Objective

The built form should create an attractive gateway into the town centre with a strong urban character, acting as a bookend at the western end of the High Street.

## Building Heights

Generally 3 storeys, but 4 storeys or increased roof height to be considered to emphasise south east key corner.

## Frontages & Elevations

- Continuous frontages on Tillhouse Road with some ground floor active uses to front onto the High Street if possible, and to be accessible to the public if appropriate and practicable.
- Consideration of an entrance to the building off the High Street by foot for residents and visitors to help generate activity.
- Threshold between building edge and pavement to be predominantly hard landscaped. Materials to blend with or complement footpath.
- Architectural details to add variety and interest to the elevations; the overall mass to be visually subdivided where possible.
- Dual aspect of the south east corner will be visible from the High Street and Court Royal.

## Materials

- A simple palette of robust materials to be used with detailing deployed to create visual interest, a distinctive town centre and terminate the vista from the eastern end of the high street.
- Material selection should have regard to the built form in the adjoining parcels TC2, TC3 and TC4a and should be discussed as part of any pre-application consultation process.

## Parking & Access

- Vehicle and servicing access will be from the connector street to the east of the parcel, with parking expected to be located in front of the building.

Indicative Layout



# HIGH STREET

NOTE: The images are for illustrative purposes only and are to illustrate general principles for development and do not advocate a particular state of design.

## Location Plan



## Land Use

A variety of town centre uses, likely to include retail, civic, community, health, employment, emergency services and residential, but may include others.

## Objectives

To create an active, well connected and integrated high street and town square for Cranbrook with a strong urban form, easily accessible by all.

## Building Heights

Minimum 3 storeys or equivalent along the High Street section of Tillhouse Road. Variety in roof profile encouraged in TC4b to assist with creating visual bookend at the eastern end of the High Street.



## Frontages & Elevations

- Convey strong urban character by continuity of frontage.
- Ground floor active uses where possible.
- Similar or complementary architectural proportions and materials to be employed on both sides of the high street and around the Town Square.
- Design emphasis to be given to the key buildings in gateway locations identified.
- On the south side of the High Street, building frontages will be to the back of the footpath.
- On the north side of the High Street, buildings may be set back further to provide thresholds for outdoor seating/space. Consistent or complementary materials should be used for any extension of the pavement width. A common external canopy feature, such as a colonnade, could also be delivered. This would visually link the buildings to the west and east of the Town Council building and providing shelter from rain and solar shading for the south facing buildings.

- Innovation in design along the High Street is encouraged but order and legibility must still be achieved.

## Materials

- The design of public realm and buildings along the Cranbrook High Street should create an engaging, attractive environment that encourages social interaction with high quality and durable materials chosen to reflect this aspiration.
- A complementary palette of materials and colours should be used in all parcels fronting the High Street of Tillhouse Road. Detailing should be deployed to create visual interest, identify key buildings and uses, and help create a distinctive town centre.

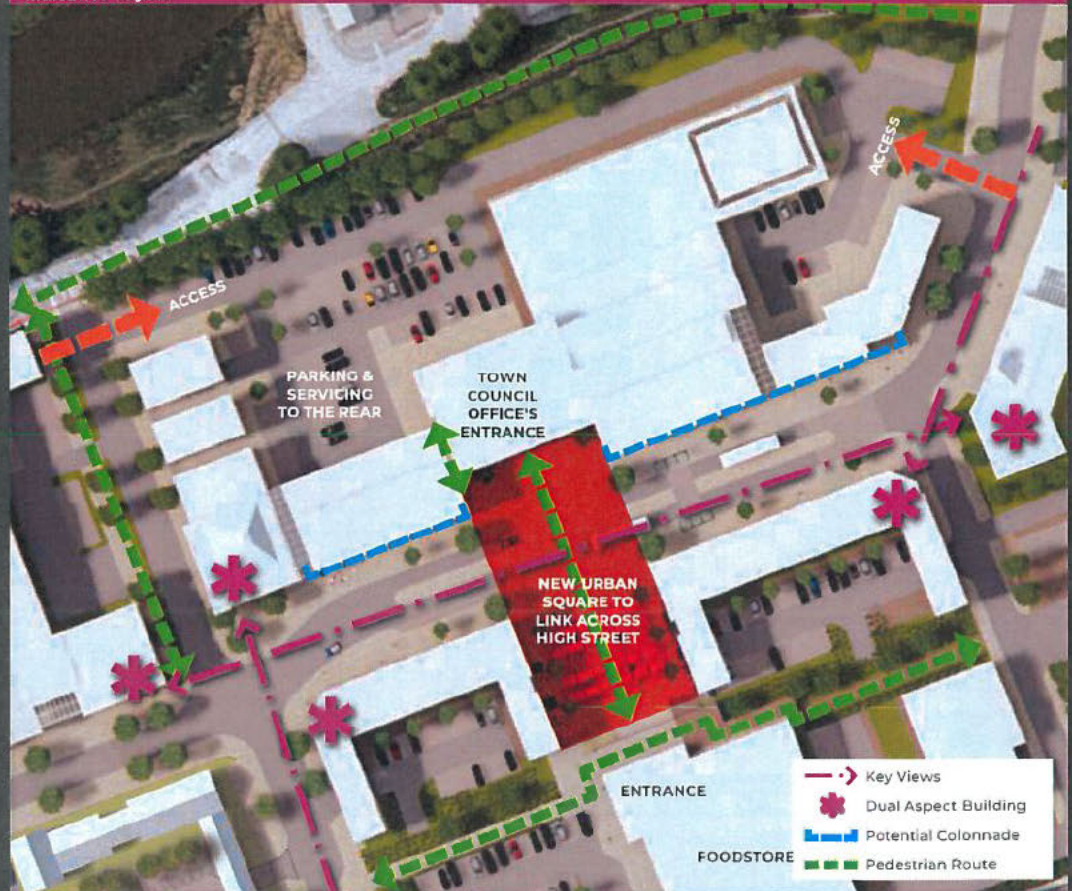
### Parking & Access

- To be well connected via public transport, cycling and walking.
- Some on street parking will be provided, with additional to the rear. Shared parking for non-residential uses should be considered.
- Provision should be made for electric car and bicycle charging where appropriate.

### Parcel TC2

- Parcel TC2 should seek to include high quality multi-functional landscaping, designed to form part of a SuDS chain if possible as well as providing amenity and solar shade.
- Narrow shop fronts (traditionally between 4-7m) are a helpful design tool in stimulating people's interest and engagement and creating movement along a street and should be considered on the north side of the High Street in parcel TC2 if appropriate.
- Due to the variety of uses that could be delivered in parcel TC2, if buildings are designed and delivered separately a facade strategy should be prepared to ensure there is consistency and legibility along the entire parcel frontage and with the rest of the High Street.

### Indicative Layout



# TC3

NOTE: The images are for illustrative purposes only and are to illustrate general principles for development and do not advocate a particular state of design.

Location Plan



Large Ground Floor Fenestration & Doors to facilitate potential future change of use



## Land Use

Residential, but other town centre uses may be considered.

## Objectives

Creation of a strong urban form along Court Royal, responding to the location opposite the foodstore and the change in levels.

## Building Heights

3 storeys (or equivalent) addressing Court Royal and Tillhouse Road frontages.

## Parking & Access

Parking to be located to the rear of the parcel.

## Frontages & Elevations

- Development fronting onto Court Royal and Tillhouse Road must include a strong and predominantly continuous urban form. Elevation detailing here should provide variety and interest.
- The ground floors of Court Royal properties should be easily adaptable to commercial uses in the future if required through appropriate floor to ceiling heights and the size and location of fenestration. The structural design should also allow for easy alterations to the ground floor façade if required and consideration given to potential future requirement for air handling or other services to be installed.
- The relationship of the elevations and outdoor space must work together to clearly define boundaries between public and private whilst

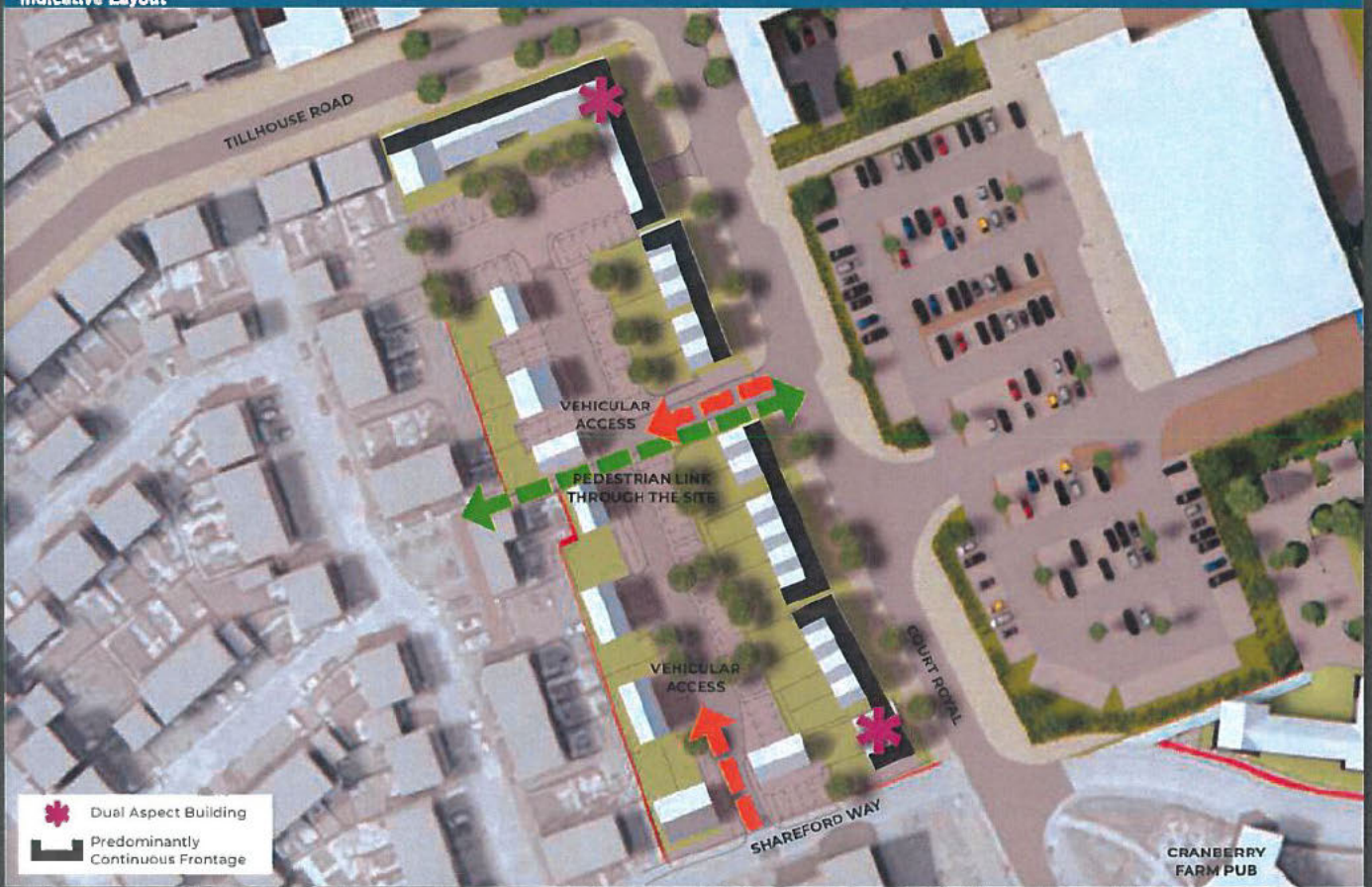
delivering attractive and defensible space.

- The building line along Court Royal should be set back from the pavement but no means of enclosure to the private space in front of the properties will be permitted. This is to assist with any future change of use. Hard landscaping materials should be carefully selected to provide visual uplift to the public realm.
- Dual frontage aspect buildings will be required to turn the corner of Tillhouse Road and Shareford Way.

## Materials

- A simple palette of robust materials to be used with detailing deployed to create visual interest and contribute to the distinctive town centre character.
- The Tillhouse Road and Court Royal frontages should have regard to the frontages and context of TC1 and TC4a.

Indicative Layout



# TC4d/e

## Location Plan



NOTE: The images are for illustrative purposes only and are to illustrate general principles for development and do not advocate a particular state of design.



### Land Use

Residential or other town centre uses

### Objectives

Appropriate urban built form along edge of centre connector streets. Design principles to provide flexibility to deliver either an urban residential environment contributing to the distinctive town character or to accommodate future town centre uses.

### Building Heights

2-3 storeys.

Scale and height of buildings to respect the Cranberry Farm, residential uses proposed to the south and existing housing to the east.

Early consideration of material selection through pre-application consultation is encouraged.

### Elevations & Frontages

- Development must follow a consistent building line along Badger Way and the north-south Connector Street.
- Ground floor spaces in non-residential buildings should include active frontages with entrances fronting onto the connector street and Badger Way.
- Thresholds to residential buildings should contribute to the urban form by being hard landscaped and not enclosed.
- Dual aspect buildings should be provided where the Connector Street intersects with Badger Lane.

### Materials

- Material selection to contribute to the town centre distinctive identity. Similar architectural details and materials to be used on both sides of Badger Way and the north-south Connector Street to create a consistent character and rhythm.

### Parking & Access

- Some on plot to the side of dwellings parking can be provided for residential in this location. Parking for non-residential uses should be accommodated to the rear of buildings where possible, in particular on Badger Way and in TC4d/e adjacent to the foodstore.

Indicative Layout



# RESIDENTIAL

NOTE: The images are for illustrative purposes only and are to illustrate general principles for development and do not advocate a particular state of design.

## Location Plan



## Land Use

Residential.

## Objectives

Create an eastern gateway to the town centre from Phase 3, delivering an urban form that contributes to the town centre character. Focus should be given to the built form fronting the entrance to Cranbrook Education Campus.

## Building Heights

Mix of 2-3 storeys with 3 storey buildings to be used in key locations along Tillhouse Road.

## Elevations & Frontages

- Predominantly continuous frontage with a strong urban form to enclose Tillhouse Road at the edges of Parcels TC6 & TC7 forming a gateway to Cranbrook Education Campus.
- Consistent private thresholds to dwellings in parcels TC5, 6 and 7 fronting the entrance to Cranbrook Education Campus.
- Less continuous but consistent frontage required along the frontage of the separate residential parcel TC8b.
- Dual aspect dwellings to be included at defined corners.

## Materials

- Material selection to contribute to the town centre distinctive identity.
- Similar palette of architectural details and materials to be used in all the residential development in these parcels to create a consistent built form within the town centre.
- Early consideration of material selection through pre-application consultation is encouraged.

## Parking & Access

- Parking should not be located to the front of dwellings fronting onto the gateway to Cranbrook Education Campus or along Tillhouse Road.
- Access roads to parcels TC6 & 7 should form cross-roads rather than staggered junctions

Indicative Layout



## 6. CAR PARKING

### Non Residential Uses

Short stay / drop off parking and loading provision will be provided along the High Street and Court Royal. A separate car park will be provided for the foodstore accessed off Court Royal.

Specific parking provision for other non-residential uses within the town centre will generally be located to the rear of buildings. Opportunities to minimise parking provision and share parking for these buildings should be considered and discussed through early pre-application consultation.

### Residential

The approach to car parking in the town centre needs to balance residents requirements for convenience and proximity to dwellings with a reduction of the visual intrusion that can be caused with a large volume of parked vehicles. The aim being to create streets dominated by the built form with parking accommodated through a variety of solutions to seek to soften its impact.

Guidance on some of the different parking solutions for the residential parcels is set out in the following paragraphs. Within the town centre there may be certain locations, such as behind Tillhouse Road and Court Royal where parking courts and or parking directly accessed off the street may exceed the preferred sizes set out in this guidance. For these areas, design solutions should be discussed through early pre-application consultation and appropriate layouts agreed.

### Parking Courts

These comprise groups of parking bays located within a shared courtyard area often to the rear of a development, normally up to a maximum of 10 spaces; they should be for the sole use of residents and not include visitor parking. If more than 10 spaces are required due to site layout issues or for apartment blocks soft landscaping should be provided within the parking court. Where parking courts are proposed they need to be carefully designed so they do not dominate the urban setting. They should provide an attractive and secure environment with surveillance from surrounding properties and secure pedestrian access from the courts to the

front of the properties. Groups of parking courts should generally not be located adjacent to one another. Where this is not possible, views should be terminated or screened by planting. Tree planting can also contribute to reducing heat island effects and can play an important role in drainage source control. Residential properties served by rear parking courts should have their front doors accessed off streets which either provide on street parking bays or are designed so as to discourage parking immediately outside the property.

### On Plot or On Street Perpendicular

In the town centre on plot spaces may be provided on connector streets, but behind the building line. On street spaces may be located in mews to the rear of parcels where the number of parked cars in a row should normally be restricted to groups of up to 4 bays after which landscaping (where space and highway visibility splays permit, the preferred option would be trees) is to be introduced with sufficient space to allow easy access in and out of the car.

### Parking Bays

In order to ensure that parking spaces are of an adequate size, Devon County Council's Highways Development Management Advice sets out minimum parking space standards. The design of car parking spaces in the town centre should seek to comply with these standards.

### Garages

Single garages should have minimum internal dimensions of 3m x 6m and double garages should have minimum internal dimensions of 6m x 6m.

Residential Parking Principles			
	Primary Streets	Connector Streets	Tertiary Streets (Residential, Mews & Private Drives)
<b>Perpendicular On Street Spaces</b>	Not permitted on Primary Streets but may be provided if located to the rear and accessed from Tertiary residential streets or mews.	Generally not permitted.	May provide some parking for residential streets and mews and also for car parking for properties on Primary Streets.
<b>Perpendicular On Plot Spaces</b>	Not permitted.	To side of dwellings with spaces behind the main building line on drives, to minimise the visual dominance of parked vehicles.	To side of dwellings with spaces behind the main building line on drives, to minimise the visual dominance of parked vehicles.
<b>Rear Car Parking Courts</b>	Parking courts for Primary Streets properties will be located to the rear and accessed from Tertiary residential streets or mews.	Some parking courts serving Connector Street properties, primarily apartments, to be located to the rear and accessed from Tertiary residential streets or mews.	Limited use of parking courts for residential streets and mews properties.
<b>Parking Barns / Flats above Garages</b>	May provide some parking for Primary Street properties if located within mews to the rear.	If required, may provide parking for Connector Street properties, located in mews to the rear.	May provide parking for properties on Tertiary, residential streets and mews

Town Centre Parking



## 7. CYCLE PARKING & EV CHARGING

To encourage cycling into the town centre the inclusion of cycle racks should be proposed in some key locations to serve the civic, community and retail uses. The location of racks should be discussed as part of any pre-application consultation process in the town centre.

The inclusion and location of any electric car charging points within the town centre for the civic, community and retail uses should also be discussed and agreed through the pre-application process.



## 8. REFUSE & RECYCLING

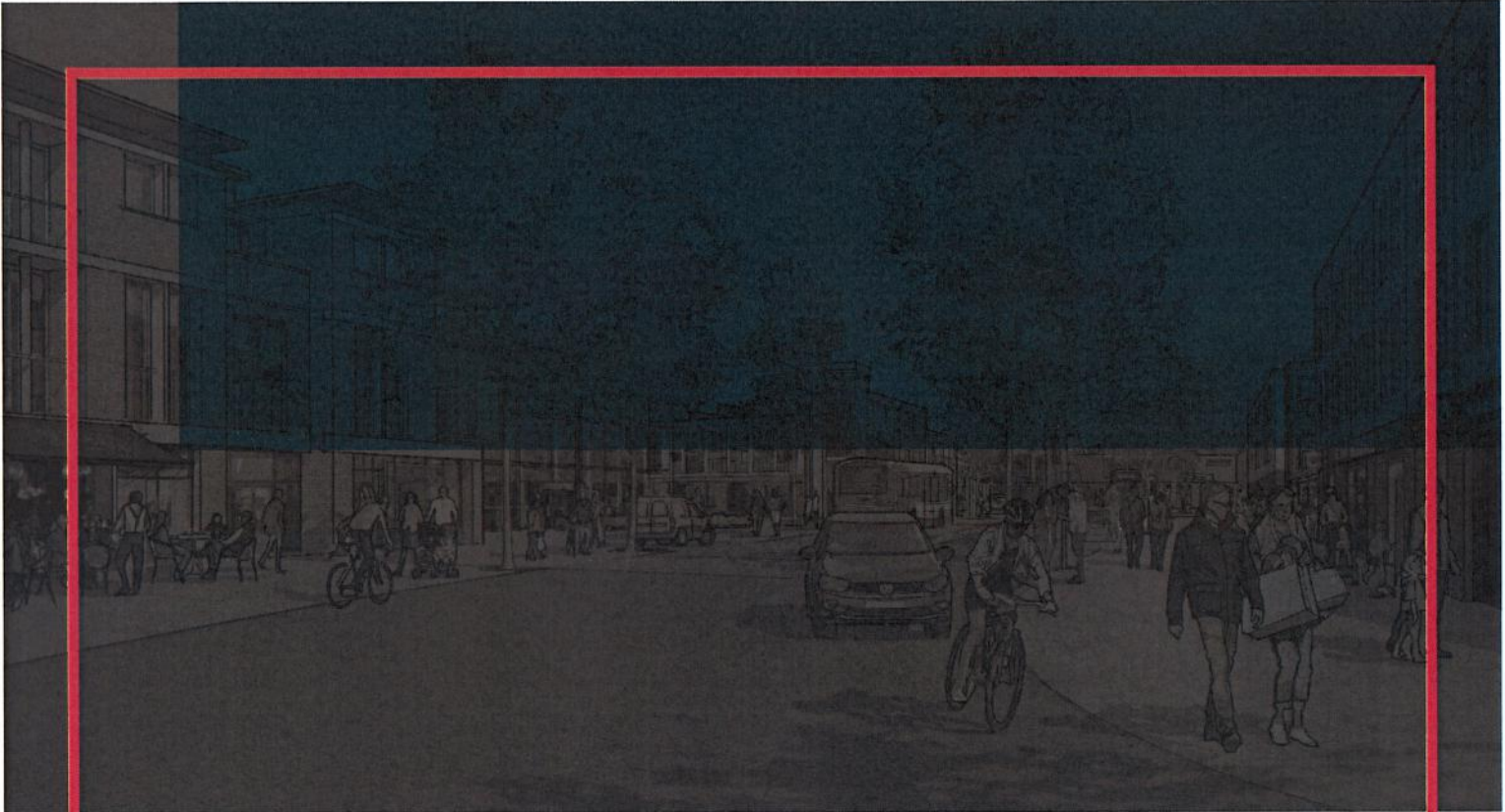
Consideration should be given to road layouts to avoid large collection vehicles from experiencing access problems and manoeuvring difficulties. Early consultation with East Devon District Council over the dimensions of the largest vehicles is encouraged.

Guidance is currently being prepared by East Devon District Council on waste and recycling infrastructure. The design of residential within the town centre should have regard to the range of containers and wheeled bins provided for each household that will require storage. Again, early consultation with East Devon District Council over the exact storage requirements is encouraged.



Aerial perspective of Town Centre, looking north east





Architectural rendering of a city street scene.



**Construction Design and Management (CDM)**  
 Contractors entering any site must give permission from the issuer of this permit before providing materials, setting up site or the like at any time. Contractors must be responsible for carrying out this duty in accordance with the terms of the contract and the relevant regulations and standards. Local terms and the local authority may be applicable to the project.  
 1. Construction and planning permits  
 2. Street lighting scheme  
 3. Working hours to avoid noise and vibration  
 4. Road ground repairs  
 5. Working hours to avoid noise and vibration  
 6. Roadside safety  
 7. Working hours to avoid noise and vibration

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Parcel No.	Area (sqm)	Volume	Developer	No. Units	Comments
TC1	0.514	1.320			
TC2	1.446	3.573			
TC3	0.765	1.890	EDNC		
TC4a	1.774	4.354			
TC4b	0.414	1.023			
TC4c	0.256	0.633			
TC4d	0.469	1.159	EDNC		
TC4e	1.096	2.708	EDNC		
TC5a	0.354	0.849			
TC5b	0.146	0.361			
TC6	1.253	3.096			
TC7a	0.192	0.474			
TC7b	1.589	3.927			
TC8a	0.699	1.717			
TC8b	0.146	0.361			
<b>Total</b>	<b>11.221</b>	<b>27.315</b>			

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 9. 1:1000 scale drawing  
 10. 1:1000 scale drawing

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**EDNC Consortium**  
 East Devon New Community  
 Town Centre

**Parcel Structure & Areas**

Information	Jan 2021
MSM	PAB
1:1000	10301-PA-08
C	

Scale: 1:1000  
 0 20 40 60 80 100  
 METRES

CRANBROOK TOWN CENTRE Proposals: DPD Policy Compliance Table (5 March 2020)

DPD Policy Expectation	Potential Amendment to DPD (pending conclusion of the EIP)	EDNCp/DCC/CTC Proposals
Town Centre Boundary is defined (Policies Map)	None - not a matter considered at EIP.	Consistent – proposals address whole of the TC.
As a Healthy New Town, which is self-supporting and capable of meeting most of its own retail, commercial, economic and social needs, it is essential that the area is vibrant. Through good layout, physical design and the range of uses and activities available(including the delivery of residential units on upper floors),the Town Centre must draw people into a place where they can meet, take part in the activities and resources available or simply sit and watch the world go by [CB22]	None.  Discussed at EIP and consensus that including delivery of residential units on upper floors did not necessarily mean on ALL floors (e.g. foodstore).	Consistent: <ul style="list-style-type: none"> <li>• each of the elements are being provided for – retail social, economic and commercial;</li> <li>• residential units above ground floors are being provided wherever practicable – and including along Tillhouse Road (where they are not being provided it is for good reason – e.g. the CTCs proposal to have office units on the first floor)</li> <li>• the aim and outcome of the design effort and discussions has been to focus as much activity as is possible on Tillhouse Road – to maximise the vibrancy of the town centre. The proposals for parcels TC 4 and 2 do just this - as does the location of the Morrisons store with ready pedestrian access to Tillhouse Road. The focus of activity on Tillhouse Road has been the consistent expectation of all previous joint design work – and was a key aspiration of the Council's urban design advisers/consultants (Design Action(ACD&amp;C), Mark Pearson and Sue McGlynn)). The form of Tillhouse Road reflects that suggested by the Council's advisers to provide the focus for a flexible and useable public realm.</li> </ul>
NB There are no quantum of retail or commercial use to be provided in the DPD (although reference is made to employment uses in the EDLP) [CB22]	None – there is no proposition to include quanta in the DPD.	In the absence (or prospect) of policy quantum, -the proposals cannot be said to conflict with DPD policies or need to await the DPD inspectors report).
The town centre should be focussed around a market square which is a multi-functional space used for	None.	Consistent. A square is provided as part of the proposals.

<p>cultural purposes, recreation, and outside/market trading and frontage development which addresses both the square and the roads/access routes leading to it. NB the DPD is not prescriptive as to the size of the square [CB22]</p>	<p>None. Was not a matter of debate at the EIP.</p>	<p>The square should be read with the public realm and street scene already laid out and to be finished. See note above, public realm of street and alongside was always intended (by EDDC as well as EDNCp) to form part of central public/market space.</p>
<p>"Provision shall also be made for and ensure that the following facilities are appropriately located": HWB Hub, Town Council Offices, Library, Children's centre, Youth Centre, Extra Care [CB22]</p>	<p>None. Not a matter of debate at the EIP since list reflects that in the existing section 106.</p>	<p>The proposals provide for each of those uses in the Town Centre.  The discussion in the TCSG has led to their most appropriate location. There is agreement that the provision made is sufficient and may exceed the requirement for these uses. There is potential for residential uses (in accordance with policy expectations) to be incorporated within the proposals being developed for land to be transferred to EDDC/CTC for community and related uses.  While there are substantial costs for their delivery included in the IDP, the IDP is not policy in itself and in any event the infrastructure bill in the IDP only has the potential to bite on the expansion areas or residential capacity in excess of the 110 dwellings that is the residual of the 3500 to be accommodated in the town centre.</p>
<p>Requirement for "provision to be made", in an appropriate location" for a leisure centre in the Town Centre (CB22)</p>	<p>Possible amendment to remove reference to provision of a leisure centre or the provision of a leisure centre in the town centre.</p>	<p>Irrespective of any amendment to the DPD, the proposals do not prevent the realization of any remaining aspiration for a sports leisure centre - either within surplus land within that already to be provided under the existing section 106 or on land to be acquired from the consortium.  The policy does not require that the land be provided at below market price.  A specific site of some 0.4 hectares has been identified within the proposals - in an agreed location - which may be acquired by the Council. Such a site (with</p>

		<p>shared TC parking) would be sufficient to accommodate any leisure centre.</p> <p>In reality there are real questions, including among stakeholders, as to whether a leisure centre should be provided at Cranbrook – given the onerous maintenance requirements and overlaps in provision with the education campus.</p>
<p>Residential development, specifically on upper floors above shops and other commercial premises, will be expected in all permanent commercial town centre (CB23).</p>	<p>Possible clarification of "all" upper floors following semantic debate.</p>	<p>Consistent (see policy CB22 above).</p> <p>Residential units above ground floors are being provided wherever practicable – and including along Tillhouse Road (where they are not being provided it is for good reason – e.g. the CTCs proposal to have office units on the first floor)</p>
<p>Where it can be demonstrated that land on the periphery of the town centre area is not required for retail, commercial or community uses, some limited high density residential accommodation will be permitted at ground floor level provided that any proposals for such uses demonstrate adaptability of the ground floor of dwellings to allow conversion to units that could be used for business and retail activities in the future if required [CB23]</p>	<p>Debated at length at examination.</p> <p>Matters of agreement with EDDC and to be reflected in proposed modifications:</p> <ul style="list-style-type: none"> <li>• deletion of "on the periphery of"</li> <li>• deletion of "limited"</li> <li>• only key frontages should be subject to requirements for adaptability of ground floors of residential premises – to be defined in mods but to be limited</li> </ul>	<p>EDNCp (through HDD) AND the Council (through LSH) have demonstrated the limited potential for viable town centre uses. The EDDC Hybrid option is not very far apart from the HDD 8000 dwelling proposition.</p> <p>Moreover, in policy terms (NPPF and the DPD), as does the existing consent, it is accepted that residential uses are appropriate town centre uses (not fallback alternative uses).</p> <p>Community facilities and amenities for the town of 8,000 dwellings have been carefully considered through the TCSG and are catered for.</p>

<p>Residential development should achieve:</p> <ul style="list-style-type: none"> <li>• the highest appropriate density, which will be not less than 55-60 dwellings per hectare;</li> <li>• good levels of amenity with views out to the streets, and access to shared and private outdoor space;</li> <li>• high quality design for the character of the area and designed to ensure that future residents are not adversely affected by other uses and activities. [CB23]</li> </ul>	<p>Questions related to higher density development – including parking implications etc – debated at EIP.</p> <p>Possible amendment would be deletion of reference to 55-60 dwellings per hectare.</p>	<p>Irrespective of whether 55-60 dph is deleted from the policy or not, the policy objective is to secure an appropriate design for the town centre – design in the round having regard to appearance, parking, amenity as well as density – as is set out in the policy.</p> <p>Indeed elements of the policy – density, private space, amenity – sometimes rub against each other, tensions which are resolved in detail design.</p> <p>The work of the SG is capable of resolving these aspirations through design and the memorandum of understanding.</p> <p>The proposals set out for the town centre are capable of doing that by:</p> <ul style="list-style-type: none"> <li>• Including elements of higher density development right at the core of the town centre (but not applying that across the wider town centre as a whole) – i.e by allowing distinctiveness;</li> <li>• Considering how through appearance a more distinctive town centre appearance – in its core – might be provided – reflecting the potential finishes of the proposed retail and commercial and community elements -</li> </ul> <p>The aspiration for a 55-60dph density makes little sense if applied dogmatically and across the whole of the Town Centre. If it leads to different forms for which there is limited demand, then the aspiration works against the delivery of the town centre by slowing significantly its rate of development and the support afforded to those retail and commercial units that are planned.</p>
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<p>Residential development in the Town Centre will be required to make financial contributions toward outstanding unfunded or not fully funded infrastructure at Cranbrook as detailed in policy CB6. [CB23]</p>	<p>None</p>	<p>While there are substantial costs for their delivery included in the IDP, the IDP is not policy in itself and in any event the infrastructure bill in the IDP only has the potential to bite on the expansion areas or residential capacity in excess of the 110 dwellings that is the residual of the 3500 to be accommodated in the town centre.</p> <p>This element of the policy is sufficient to enable the town centre proposals to come forward since the DPD is not explicit in policy terms as to what the contribution should be.</p>
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