

DATED

TWENTY NINTH OCTOBER

2010

Agreement relating to land north of Rockbeare, Devon (Cranbrook)

Section 106 of the Town and Country Planning Act 1990

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 (South West) Limited (5)

and

Redrow Homes Limited (6)

and

The Owners (7)

and

~~**The Mortgagees (8)**~~ HK 22/10/10

and

Chargees (9)

CERTIFIED A TRUE AND COMPLETE
COPY OF THE ORIGINAL

DATE: **15 November 2012**

SOLICITOR'S REFERENCE: **AM16/30762.1**
BURGES SALMON LLP

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TABLE OF CONTENTS

Clauses

1	Recitals	5
2	Interpretation	6
3	Definitions	7
4	Statutory Powers	43
5	Conditionality	44
6	Enforcement	44
7	Covenants by Owners	46
8	Covenants by EDDC	47
9	Covenants by DCC	48
10	Inspection and Completion Standard	51
11	Consents	52
12	Confirmation of Compliance	52
13	Protection of Registered Provider's Mortgagees and Certain Purchasers	52
14	Notices	54
15	Value Added Tax	55
16	Severance	55
17	Location Plans	55
18	Security	57
19	Site Wide Liability	61
20	Dispute Resolution	61
21	Temporary Uses	62
22	Offers to Transfer Premises	63
23	Strategies	64
24	Fees	64
25	Marketing	65
26	Works and Payments	66
27	Contributions from Off-Site Developers	66
28	Town Council	67
29	DCC Contribution Towards Clyst Honiton Bypass	68
30	General Obligations Regarding HCA Investment Funding	69
31	Late Payment of Sums	69

Schedules

1	Affordable Housing	70
2	Education Provision	78
3	Highways	81
4	Footpaths and Cycleways	87
5	Public Transport	88
6	Railway Station	92
7	Travel Plans	94
8	Open Space and Play Areas	98
9	Sports Pitches	101

10	The Country Park and Nature Reserve and Street Scene Services Compound	102
11	Landscaping	104
12	Drainage	106
13	Public Conveniences	107
14	Recycling Contribution	108
15	Public Realm and Public Art	109
16	New Community Officer	110
17	Youth Facilities	111
18	Community Development Worker	112
19	Town Council Offices, Library and Mobile Library Contribution	113
20	Police and Ambulance Facilities	114
21	Health and Wellbeing Campus	115
22	Place of Worship Land and Church Worker Residential Accommodation	116
23	Multi-Purpose Building	117
24	Town and Neighbourhood Centres Retail Facilities	118
25	Sustainability Provisions	120
26	Pebble Beds Heath Special Area of Conservation and Special Protection Area	122

Plans

1	Plan of the Land
2	Skypark Land
3	Ramp Metering Location of Queuing traffic
4	Footway Creation and Improvement Works Plan
5	J29 Works including Bus Lane
6	Main Local Route
7	Development Framework Plan
8	Off Site Development Land
9	Off Site Highway Landscaping
10	Pebble Beds Heath SPA
11	Street Scene Services Compound Plan
12	Plan showing general location of the Youth Centre Land
13	HGV Routing Plan
14	Education Campus
15	Crannaford Works and Footbridge Plan
16	Science Park Land

17	Station Road Improvement Works
18	Junction 30 Works
19	Land Ownership Details

Appendices

1	Form of Transfer
2	Services
3	Bonded Items
4	Form of Bond and Charge
5	The Footway Creation and Improvement Works
6	Owners and Mortgagees
7	New Community Officer Job Description and Person Specification
8	Senior Planning Officer Person Specification
9	Country Park Officer Job Description
10	Area Youth Worker Job Description
11	Commencement Notice
12	Affordable Housing Appendix
13	First Primary School Specification
14	Landscape Biodiversity and Drainage Strategy
15	Employment and Retail Strategy
16	Strategic Design Guide
17	Sustainability Strategy
18	Archaeology Strategy
19	Phasing Strategy
20	Draft Housing Management Charter
21	Code for Sustainable Homes
22	Layout Plan for Multi-Purpose Building
23	Nominations Agreement
24	Parsonages – A Design Guide
25	Crannaforde Crossing Works and Adoption Plan
26	Lifetime Homes Standard
27	Changing Rooms Specification
28	Clyst Honiton Bypass and A30 Slip Road Agreement
29	Code for Sustainable Homes – Technical Guide March 2007
30	Draft Planning Permission

THIS AGREEMENT is made the 29th day of October 2010

BETWEEN:

PARTIES:

- (1) **EAST DEVON DISTRICT COUNCIL** of Knowle Sidmouth Devon EX10 8HL ("EDDC")
- (2) **DEVON COUNTY COUNCIL** of County Hall Topsham Road Exeter EX2 4QD ("DCC")
- (3) **TAYLOR WIMPEY DEVELOPMENTS LIMITED** whose registered office is at 80 New Bond Street London W1S 1SB ("Taylor Wimpey")
- (4) **HALLAM LAND MANAGEMENT LIMITED** whose registered office is at Banner Cross Hall Sheffield S11 9PD ("Hallam")
- (5) **PERSIMMON HOMES (SOUTH WEST) LIMITED** whose registered office is at Persimmon House Fulford York YO1 4RE ("Persimmon")
- (6) **REDROW HOMES LIMITED** whose registered office is at Redrow House St David's Park Flintshire CH5 3RX ("Redrow")
- (7) **THE OWNERS** whose names and addresses are for ease of reference set out in Appendix 6 hereto and who are collectively referred to hereafter as "the Owners"
- ~~(8) **LLOYDS TSB PLC** whose address is the Securities Operational Service Centre P.O. Box 6000 125 Colmore Row Birmingham B3 3SF ("the Mortgagee")~~ HK 22/10/10
- (9) **THE CHARGEES** being Margaret Rosemary Burrough of Gateshave Farm Whimble Exeter Devon EX4 2PA and Jonathan Mark Hoggett, Keith Hoskin, Roger Percy Carne and Helen Elizabeth Bowker of Curzon House Southernhay West Exeter Devon EX1 1RS and Helen Elizabeth Bowker of Cotley House Woodhayes Lane Wimble Exeter EX5 2QU and Katie Jane Down Hayes Barton Hayes Lane East Budleigh Budleigh Salterton EX9 7BS and Margaret Diane Barnes Clayhill Farm Greenfield Road Westoning Bedford MK45 5JD and Mary Alison Ackland Francis Court Farm Budlake Exeter EX5 2PA

NOW THIS DEED WITNESSES AS FOLLOWS:

1 RECITALS

- 1.1 The Owners are the proprietors of the Land as set out in Appendix 6 and Plan 19 hereto which is free from encumbrances other than those disclosed to EDDC prior to the date of this Agreement
- 1.2 Details of option agreements affecting the Land are set out in Appendix 6
- 1.3 ~~The Mortgagee and the Chargee are mortgagees or have charges over the parts of the Land as set out in Appendix 6 hereto~~ HK 22/10/10
The chargee has a charge over part of the Land as set out in Appendix 6 HK 22/10/10
- 1.4 EDDC is the Local Planning Authority for the purposes of the Act for the district within which the Land is situate
- 1.5 DCC is:
 - the County Planning Authority and a Local Planning Authority for the purposes of the Act
 - the Local Education Authority for the purposes of the Education Act 1996
 - the Highway Authority for the purposes of the Highways Act 1980
 - the Waste Disposal Authority for the purposes of the Environmental Protection Act 1990 and the Environment Act 1995
 - a children's and youth services authority for the purposes of the Children's Act 2004 and an adult social services authority for the purposes of the Local Authority and Social Services Act 1970for the area within which the Land is situated
- 1.6 By the Planning Application the NCP have applied to EDDC for planning permission for the Development
- 1.7 EDDC has resolved to grant planning permission subject to completion of this Agreement
- 1.8 The parties to this Agreement have agreed to enter into it for the purpose of facilitating and regulating the Development and use of the Land

- 1.9 DCC wishes to ensure that any development upon the Land minimises reliance upon the use of the private car as a means of travel and the provisions of Schedules 3 4 5 6 and 7 are all intended to secure that this aim is achieved

2 INTERPRETATION

- 2.1 Words denoting the singular only shall include the plural and vice versa
- 2.2 Where the Owners are not a body corporate then unless a context requires otherwise neuter words shall include the masculine or feminine gender (as the case may be)
- 2.3 Words denoting one gender shall include all genders and words denoting persons shall include firms and corporations and vice versa
- 2.4 References to any party in this Agreement shall include that party's successors in title and assigns
- 2.5 References to a body exercising statutory powers and/or functions in this Agreement shall unless otherwise specified include any successor in function
- 2.6 Every covenant in this Agreement not to do a particular thing shall be deemed to include a covenant not to cause authorise or permit that thing to be done by another person
- 2.7 References to any statute or statutory provision includes a reference to:
- (i) that statute or statutory provision as from time to time amended extended re-enacted or consolidated and
 - (ii) all statutory instruments or orders made pursuant to it
- 2.8 Unless the context otherwise requires references to any clause sub-clause paragraph schedule appendix drawing or plan (or any part of them) is to a clause sub-clause paragraph schedule appendix drawing or plan (or any part of them) to this Agreement
- 2.9 The headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement

3 DEFINITIONS

**"A30 Slip Road
Commuted Sum"**

means a sum to be paid to the Highway Agency in accordance with Schedule 2 of the Clyst Honiton Bypass and A30 Slip Road Agreement representing the actual cost of the A30 Slip Road Works

"A30 Slip Road Works"

means works to the eastbound off-slip of the A30 Trunk Road at Airport Junction shown on drawing 30571/SK-04 Rev A (contained in the Clyst Honiton Bypass and A30 Slip Road Agreement) and consisting of the widening of the east bound off slip road on the A30 trunk road at Airport Junction to provide two lanes over the length of the said slip road

"Abnormal Costs"

means costs incurred in the construction of the First Primary School and/or any of the Buildings and infrastructure including any playing fields and hardstanding to be constructed on the Education Campus but for the avoidance of doubt shall exclude the Special School and in either case which result in any or all of the following:

- (a) additional survey and design costs
- (b) archaeological surveys or other works
- (c) decontamination remediation and mitigation measures (including monitoring)
- (d) land stabilisation and flood mitigation measures
- (e) service diversions/protection
- (f) use of more costly materials structures and/or building design
- (g) additional costs incurred in the bringing of the Services to the Building on the land
- (h) additional planning conditions or other restrictions upon the use of the land

And in relation only to the Buildings to be constructed on the Education Campus which for the avoidance of doubt excludes the Special School

- (i) the provision of electrically (as opposed to gas) powered cookers

"Act"

means the Town and Country Planning Act 1990

as amended

"Additional Funding"

means any sum received by DCC from a third party (or parties) to be used by DCC to fund the First Primary School Additional Specification

"Adequate Security"

means a parcel or parcels of the Land that are free of any outstanding charge at the date of any charge entered into in favour of EDDC or DCC valued by agreement between EDDC or DCC (as appropriate) or in the case of dispute by reference to clause 20 (Disputes) as equating to the Secured Value or if less the aggregate of the value of the Secured Items contained in a Secured Value together with a contingency of 10 per cent of the said Secured Value (or Secured Items as set out above) to cover EDDC or DCC's legal and administrative costs in the enforcement of the charge or charges

"Administration Contribution"

means the sum of £1,000 towards the costs incurred by EDDC in connection with re-consulting upon the Planning Application

"Affordable by Design Housing Units"

means those Dwellings which shall be constructed to an equivalent standard to the Open Market Dwellings and sold at the Affordable by Design Housing Unit Price and which by virtue of their size and price are affordable to persons in housing need.

"Affordable by Design Housing Unit Price"

means the square metre internal floor area of each Affordable by Design Housing Unit multiplied by the price per square metre of internal floor area of dwellings offered for sale on the open market on or in the vicinity of the Land which are of a similar description to the Affordable by Design Housing Units

"Affordable Housing"

means the Dwellings forming part of the Development which shall be constructed on the Land and which shall be used for the purpose of providing accommodation to people whose income does not allow them to rent or to buy at normal market prices within the administrative area of EDDC such housing to be occupied by households in need of affordable housing in the administrative area of EDDC or ECC in accordance with this Agreement and "Affordable Housing Unit" shall

	mean any one of them
"Affordable Housing Appendix"	means Appendix 12 attached hereto specifying: (a) the number type and size of the RP Units (b) the number type and size of the Affordable by Design Housing Units (c) the Transfer Values (d) the RP List
"Affordable Housing Base Mix"	means the mix of tenure for the Affordable Housing in each Sub-Phase of the Development (except for the Phase 1 Dwellings) which shall be as follows: (i) 10% of the total number of Dwellings in the Sub Phase shall be Social Rented Units (ii) 20% of the total number of Dwellings in the Sub-Phase shall be HomeBuy Units
"Affordable Housing Optimum Mix"	means the tenure mix for the Affordable Housing in each Sub-Phase of the Development (except for the Phase 1 Dwellings) which shall be as follows: (i) 16.5% of the total number of Dwellings in the Sub Phase shall be Social Rented Units (ii) 13.5% of the total number of Dwellings in the Sub Phase shall be HomeBuy Units or other Intermediate Tenure as agreed in writing by EDDC
"Affordable Housing Phasing Requirement"	means the requirement that 30% of the total number of Dwellings proposed to be constructed by reference to a Detailed Approval for each Phase shall be RP Units and 10% of the total number of Dwellings shall be Affordable By Design Units unless otherwise agreed in writing by EDDC or through operation of this Agreement
"Affordable Housing Plan"	means a plan schedule or other document to be submitted to EDDC detailing the number and Dwelling type (ie the number of bedrooms and whether it is a house, flat or terrace property) of the RP Units and Affordable By Design Housing Units to be constructed within a Phase of the Development
"Ambulance Land"	means a hard-surfaced area of land sufficient to

"Appendices"

accommodate the parking of two ambulances

means the appendices to this Agreement and "Appendix" shall mean any one of them

"Appropriate Easements"

means easements for the benefit of EDDC and/or DCC (as the case may be) to gain access to and egress from all Land Buildings and Premises to be transferred to EDDC and/or DCC (the Transfer Land) and to connect to use and maintain electricity gas water drainage and any other Services required in respect of the Transfer Land (as specified in Appendix 2) together with easements over the Transfer Land where there is no Building or proposed Building for the benefit of the Owners to gain access to and egress from the Land and to connect (only in so far as it will not prejudice enjoyment of the Transfer Land for it's intended purpose) to use and maintain electricity gas water drainage and any other Services provided to the Transfer Land as may be reasonably necessary for the development enjoyment and use of the land retained by the Owners

"Associated Developments "

means the following:

- any development associated with Exeter International Airport requiring a workplace or hotel travel plan according to DfT Guidance on Transport Assessment or any future/successor document or if deemed to be the case by the Highway Authority acting reasonably
- the Science Park Development
- the Skypark Development

"Automatic Number Plate Recognition Equipment"

means traffic monitoring equipment being part of the equipment funded by the Owners through the Monitoring Contribution that is designed to detect the number plate of vehicles passing the camera and its time of passing

"Biomass Boilers"

means boilers for water and space heating that are fuelled by material that is derived from living or recently living biological organisms and which may include crops grown specifically for energy plant material by-products and waste from livestock farming food processing and preparation and

	domestic organic waste
"Bond"	means a bond or bonds to be entered into or for the time being in force for the Bonded Items which shall be in the form set out in Appendix 4 unless otherwise agreed between the parties
"Bonded Items"	means those items which are set out in Appendix 3 and Bonded Item shall be construed accordingly
"BREEAM Certificate"	means a certificate produced by a BRE licensed assessor certifying the BREEAM standard of a Building
"BRE Green Guide"	means the Green Guide to Specification 3 rd Edition published by the Building Research Establishment
"BREEAM Standards"	means BRE Environmental Assessment Standards produced by the Building Research Establishment and current at the date of the Planning Permission applicable to the relevant unit type or in the event of there being no BREEAM Standard for the relevant unit type a bespoke BREEAM standard or nearest equivalent standard will be developed and agreed with EDDC and/or DCC prior to a Detailed Application being submitted
"BREEAM Standard Excellent"	means the relevant term as set out within BREEAM Standards
"BREEAM Standard Very Good"	means the relevant term as set out within BREEAM Standards
"Building"	means any building comprised in the Development which includes any Dwelling and "Buildings" shall be construed accordingly
"Building Bulletin 98"	means the document entitled Briefing Framework for Secondary School Projects published by the Department for Education and Skills
"Building Bulletin 99"	means the document entitled Briefing Framework for Primary School Projects published by the Department for Education and Skills
"Building Regulations"	means building regulations made under the Building Act 1984 or any superseding legislation which regulates the construction standard of the Dwellings or Buildings
"Bus Detection"	means the sum of £62,000 (Sixty-two Thousand Pounds) Index Linked as a contribution towards

Contribution"	the provision of facilities on buses serving the Development to enable them to link with real time information to be provided at bus stops
"Bus Service Contribution"	means the sum of £1,700,000 (One Million Seven Hundred Thousand Pounds) Index Linked as a contribution towards the cost of the improvement of existing bus services and the provision of new bus services to serve the Development in accordance with the provisions of Schedule 5
"Car Club"	means a subscription service which allows the flexible hire of cars for use by residents of the Development
"Car Club Contribution"	means the sum of £10,000 (Ten Thousand Pounds) Index Linked to be paid by the Owners to an appropriate Car Club under the terms of paragraph 7.12 of Schedule 7
"Car Parking Strategy"	means a strategy for car parking in respect of the Town Centre and Neighbourhood Centre to be submitted and approved in accordance with Schedule 24
"Certificate of Practical Completion"	means a certificate issued by EDDC or DCC (as the case may be) in accordance with the provisions of clause 10.8
"Challenge Free"	means the passing of three calendar months after the date of the Planning Permission without a challenge being made against the Planning Permission by way of Judicial Review and if such a challenge is made the Planning Permission shall not be challenge free until three calendar months 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 Planning Permission is re-issued if such Judicial Review is successful (and Provided That no further challenge is made against such re-issued Planning Permission in which event this process shall be repeated)
"Changing Rooms"	means changing facilities for up to four teams to a specification as set out in Appendix 27
"Children's Centre Contribution"	means the sum of £432,000 (Four Hundred and Thirty-Two Thousand Pounds) Index Linked towards the provision of a Children's Centre of 250 square metres on the Health and Well Being

	Complex
“Church Worker Residential Accommodation”	means an area of Serviced Land with a residential dwelling of 181m ² to a specification as set out in Parsonages a Design Guide (which is contained in Appendix 24) to provide appropriate accommodation for a resident clergy/church worker
“Clyst Honiton Bypass”	means a new bypass to be named the Clyst Honiton Bypass and constructed in accordance with Drawing 04PN055/28A contained in the Clyst Honiton Bypass and A30 Slip Road Agreement or any substantially similar bypass but which does not include the A30 Slip Road Works
“Clyst Honiton Bypass and A30 Slip Road Agreement”	means the agreement made under Section 278 and other provisions of the Highways Act 1980 appended hereto at Appendix 28 and made between Persimmon, Hallam, Taylor Wimpey, Redrow, the Church Commissioners for England, DCC and the Secretary of State for Transport on 21 December 2007 to construct complete dedicate and secure adoption of the Clyst Honiton Bypass and to secure payment of the A30 Slip Road Commuted Sum
“Code”	means the Code for Sustainable Homes published by the Department for Communities and Local Government on 13 December 2006 appended at Appendix 21 and notwithstanding any other provision of this Agreement shall not include any updated or subsequent revision alteration or superseding document
“Code for Sustainable Homes Certificate(s)”	means an interim certificate at the design stage and a final certificate at the post construction stage in accordance with the Code and Technical Guidance and any other certificate required under the Code and Technical Guidance to ensure compliance with the Code and Technical Guidance Provided That and for the avoidance of any doubt the Owners shall not be required to comply with any higher standard than the standard required under Building Regulations prevailing at the date of construction (provided always that the standard meets Code for Sustainable Homes Star Rating Three (***) as required by this Agreement)
“Code for Sustainable Homes Star Rating Three	means star rating three (***) in the Code and Technical Guidance rating system contained in the

Code and Technical Guidance

means written notice of the date that Commencement of the Development is to take place in the form at Appendix 11

means the commencement or carrying out of any works of construction to any Dwelling or Building (as the case may be)

means the date that the Development is begun within the meaning of Section 56 (4) of the Act pursuant to the Planning Permission provided that for the purposes of this Agreement the following shall not be deemed to constitute Commencement of the Development

(h) construction of the Multi Purpose Building or the Main Local Route (or any part thereof or any associated works including but not limited to detention basins or other drainage features where such works are carried out under the Main Local Route Permission) provided always that such development is carried out under planning permission(s) other than the Planning Permission

means a person to work directly with the occupants of the Development and with partner agencies to develop and improve the quality of life

and vibrancy of communities

"Community Development Worker Contribution"

means sums of £10,000 (Ten Thousand Pounds) £15,000 (Fifteen Thousand Pounds) £20,000 (Twenty Thousand Pounds) £20,000 (Twenty Thousand Pounds) and £20,000 (Twenty Thousand Pounds) (total £85,000) (Eighty-Five Thousand Pounds) each sum being Index Linked to the date of its payment to be paid to EDDC in annual instalments in accordance with Schedule 18 towards the costs incurred by EDDC in securing the services of the Community Development Worker

"Completion Standard"

means completion of the whole of the relevant Premises so that it meets the following criteria insofar as the criteria is applicable to the particular Premises and any Building erected or to be erected as part of the Premises

the Premises is wind and water tight

that all Services have been provided and completed and tested and the test certificates have been handed over to EDDC or DCC as the case may be and there is proper and safe access to the Premises

in respect of those parts of the Premises which are to be fitted-out by a tenant the relevant part of the Premises is ready for the tenant to fit out and all the works to be completed by the Owners have been fixed in their final position

in respect of those parts of the Premises which are not to be fitted out by a tenant the relevant parts of the Premises are ready for beneficial use and occupation

that a completion certificate has been issued for the Premises by the relevant local authority pursuant to and in accordance with the Building Regulations (as may be amended and in force at the date of construction)

the Owners have provided written evidence from the relevant authority that all planning conditions in respect of the Premises have been complied with

the Premises has been constructed and completed in all respects in accordance with the Specification for the relevant Premises and to a good and

workman like standard fit for purpose

the Health and Safety File pursuant to the Construction Design and Management Regulations 1995 (as may be amended and in force at the date of construction) has been handed over to EDDC or DCC

the operating and maintenance manual has and as built drawing have (where such drawings exist) been handed over to EDDC or DCC

that all necessary and or appropriate warranties and guarantees (together with copies of relevant appointments) have been procured for the benefit of EDDC and or DCC as appropriate and the Owners shall act diligently to obtain such warranties and or guarantees as are appropriate to the Premises concerned

and the "Date of Completion Standard" shall be construed accordingly

"Compliant Bid"

means either:

a bid by a Registered Provider to take a transfer of all of the RP Units to be provided in a Sub Phase which sets out:

- the number of Social Rented Units and
- the number of HomeBuy Units

(the proportions of which need not correspond to any tenure mix set out in this Agreement)

and

the price to be paid to the Owners for the RP Units (the total for which shall be no less than the equivalent price that would have been paid to the Owners if the RP Units in the relevant Sub Phase were provided under the Affordable Housing Base Mix using the Transfer Values set out in Table 1A and 1B of Part 2 of the Affordable Housing Appendix)

or:

a bid by a Registered Provider to take a transfer of 50% of the RP Units to be provided in a Sub Phase as Social Rented Units at the Transfer Values set out in Table 2 in Part 2 of the Affordable Housing Appendix

and

	in either case shall conform to all the requirements of the Tender Protocol
"Considerate Constructors Scheme"	means the Construction Industry Board's Considerate Constructors Scheme as varied from time to time and presently administered by CUB (H) Ltd
"Construction Costs"	means in relation to the Owners compliance with paragraph 2.3 of Schedule 2 the costs of: ▪ survey ▪ design and architectural costs ▪ building and materials costs including the costs of laying out playing fields access and providing and (where appropriate) diversion of services and provision of drainage infrastructure ▪ complying with relevant regulatory regimes (including Building Regulations) but excluding Abnormal Costs
"Convenience Store"	means a shop of no more than 1000 square metres gross retail floor area to be located on the Neighbourhood Centre Land and to be used primarily for the sale of food and groceries
"Corporate Governance Review"	means a review carried out by EDDC under powers contained in the Local Government and Public Involvement in Health Act 2007 to determine whether a new Town Council should be established for the part of the administrative area including the Land
"Country Park Officer"	means an officer responsible for the site management of the Country Park and Nature Reserve and whose duties are set out in Appendix 9
"Country Park Officer Contribution"	means the sum of £175,000 (One Hundred and Seventy Five Thousand Pounds) Index Linked to be paid in five annual instalments of £35,000 (Thirty Five Thousand Pounds) in accordance with this Agreement by the Owners to EDDC towards the cost of EDDC employing a Country Park Officer for a five year period
"Country Park and Nature Reserve"	means a specification for the provision of the Country Park and Nature Reserve and its ongoing

Specification and Management Plan"	management and maintenance to be agreed between the Owners and EDDC in accordance with the relevant details set out in the Landscape Biodiversity and Drainage Strategy
"Country Park and Nature Reserve"	means that part of the Land identified as such in the Landscape Biodiversity and Drainage Strategy for a Country Park and Nature Reserve which shall be Serviced Land and which shall be delivered in three Stages
"Country Park Resource Centre"	means an area of Serviced Land comprising 0.11 hectares with a Building of 118.5 square metres gross used as a Country Park Resource Centre to a specification agreed with EDDC
"Crannaford Crossing"	means the level crossing where Crannaford Lane crosses the main railway line from Exeter to Waterloo via Salisbury that is currently a half barrier automatic crossing
"Crannaford Crossing Contribution"	means the sum of £200,000 (Two Hundred Thousand Pounds) Index Linked
"Crannaford Crossing Works"	means works to improve the Crannaford Crossing by raising the vertical alignment of the public highway comprising the 100 metres on the northbound approach to Crannaford Crossing so as to reduce or eliminate the danger of vehicles grounding on the Crannaford Crossing.
"Crannaford Footbridge Works"	means the construction or development of a pedestrian foot and cycle bridge for the purpose of providing a means of passage for the public by foot and/or cycle across the railway line at or adjacent to the Crannaford Crossing
"DCC"	means Devon County Council or successor in title or successor in function
"Design Codes"	means the Design Codes to be submitted for approval by EDDC pursuant to the Strategic Design Guide
"Designated Person(s)"	means a person or persons who can satisfy EDDC's or ECC's Housing Register and Allocations Policy eligibility criteria but who is/are not necessarily on EDDC's or ECC's Housing Register
"Detailed Approval"	means either approval of reserved matters or a planning permission granting approval of the

details required in respect of the Developments or any Phase or any Sub-Phase of the Development in accordance with the Strategies to allow it to proceed and a "Detailed Application" shall be an application for Detailed Approval

"Developer"

means NCP and any other person carrying out the Development from time to time

"Development Framework Plan"

means the drawing at Plan 7

"Development Standards"

shall mean the requirements of the standards specified in the Housing Corporation's publication "Design and Quality Standards" (or in accordance with such superseding guidance as shall be issued by the HCA) together with any additional requirements agreed with the Registered Provider and shall include the BRE Environmental Assessment Method (BREEAM) and the Code for Sustainable Homes Star Rating Three (***) in respect of the Affordable Housing Provided That nothing in any revised amended or superseded Design Standards shall require the Affordable Housing to be provided to any more onerous standards than those set out in the Code and/or Technical Guidance

"Development"

means the proposed development of the Land pursuant to the Planning Permission

"District Heating Facility"

means any facility provided on the Land or the Skypark Land or otherwise in the vicinity of the Development for the co-generation of heat and electricity from which hot water and heating for the Development (or any part of the 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 Land

"Dwelling"

means a dwelling constructed or to be constructed on the Land pursuant to the Planning Permission

"ECC"

means Exeter City Council or successor in title or successor in function as Housing Authority

"EDDC"	means East Devon District Council or successor in title or successor in function
"Education Campus"	means an area of land comprising 12 hectares and substantially in the location shown hatched blue on Plan 14 being an area of sufficient size to accommodate the Secondary School (which shall be of sufficient size to accommodate pupils from 6500 dwellings at Cranbrook) the Second Primary School Site and a Special School and an all weather playing pitch
"Education Campus Transfer"	means a Transfer of the Education Campus in substantially the form of the draft transfer contained in Appendix 1
"Education Payment"	means the sum of - the Second Primary School Contribution; plus - £9,205,200 (Nine Million Two Hundred and Five Thousand Pounds) plus - Abnormal Costs (if any) associated with any of the Buildings to be constructed on the Education Campus excluding the Special School less the Secondary School Design Contribution Index Linked (save that any Abnormal Costs shall not be Index Linked) to be paid by the Owners to DCC in respect of the Second Primary School and the Education Campus
"Energy Strategy Contribution"	means the sum of £15,000 (Fifteen Thousand Pounds) towards the production of a low and zero carbon strategy for the east of Exeter
"Footway Creation and Improvement Works"	means the construction of shared footways and cycleways outside the Land but within existing public highway boundaries comprising a facility for cyclists and pedestrians separated from the vehicular carriageway between Devon Smithy and Redhayes on the north side of the C832 road by construction of a path 3 metres wide where possible but of minimum width 2 metres including appropriate crossing facilities of existing roads as identified on Drawings 30571/GA-02 B and 03 C together comprising Plan 4
"First Occupation"	means first occupation of any Dwelling or other Building comprised in the Development (as the

	case may be) but does not include temporary occupation for the purposes of construction fitting out or marketing and "First Occupier" and "First Occupy" shall be construed accordingly
"First Primary School"	means a two form entry primary school and nursery that accords with the First Primary School Specification
"First Primary School Additional Specification"	means the changes to the Specification for the First Primary School to be funded by the Additional Funding and which are to be agreed between the Owners and DCC under the terms of paragraph 2.4 of Schedule 2
"First Primary School Site"	means an area of Serviced Land proposed to be in the western part of the Land adjacent to the Place of Worship Land (the precise location of which shall be the subject of Location Plan) which shall comprise 2 hectares
"First Primary School Site Transfer"	means a Transfer of the First Primary School Site in substantially the form of the draft transfer annexed hereto at Appendix 1
"First Primary School Specification"	means the Specification for the First Primary School including nursery and ancillary activities which shall accord with Building Bulletin 99
"Footpath Creation Contribution"	means the sum of £20,000 (twenty thousand pounds) Index Linked payable prior to First Occupation of the 500th Dwelling ('the First Footpath Creation Contribution') and the sum of £10,000 (Ten Thousand Pounds) Index Linked payable prior to the First Occupation of the 2000th Dwelling ('the Second Footpath Creation Contribution') being a contribution towards the cost incurred by DCC in delivering footpath links to the Land
"HCA Investment Funding Application"	means an application for HCA Investment Funding or such other process as is applicable at the time to establish the availability of HCA Investment Funding in respect of any Sub-Phase and to secure its payment when such funding is available
"Health and Well Being Complex"	means 1.3 hectares of Serviced Land to Completion Standard (which for the avoidance of doubt will comprise one Parcel or contiguous Parcels of Land) to be used for provision of a children's centre a health and wellbeing complex and extra care housing or such other community

facilities as may be approved by EDDC and DCC and which shall be the subject of a separate planning application

- "Heavy Goods Vehicles"** means any vehicle whose gross weight is greater than 7.5 tonnes
- "High Street Units"** means the units to be provided in accordance with Schedule 24 to be used for any one or more of use classes A1 A2 A3 A4 or A5
- "HomeBuy Agent"** means the Registered Provider selected by the HCA to administer the HomeBuy Scheme for the area
- "HomeBuy Unit"** means a Dwelling to be let under a long leasehold on shared ownership terms and which is to be the equivalent of the Government's Standard New Build HomeBuy Product or any similar or successor product as approved by the HCA and "Homebuy Unit" shall mean any one of them
- "HCA"** means the Homes and Communities Agency (being the successor body to the Housing Corporation) being the national Government agency responsible for (among other things) funding new affordable housing or any successor body or bodies
- "HCA Investment Funding"** means such grant or investment funding as the HCA may agree to pay to the Owners (and/or an RP) to change the tenure of an Affordable Housing Unit from a Homebuy Unit to a Social Rented Unit and which shall (in the case of each such Dwelling) equate to the difference between the Transfer Value of a Social Rented Unit as against the Transfer Value of an equivalent type of Homebuy Unit as set out in Tables 1A and 1B of Part 2 to the Affordable Housing Appendix
- "Housing Management Charter"** means the draft charter attached at Appendix 20 which contains details of local letting arrangements and housing management standards and which reflects the intention of the parties to this Agreement
- "Index"** means the Retail Price Index All Items (excluding mortgage interest payments) published by the Office for national Statistics other than as follows:
- (a) where specific alternative provision is made within this Agreement in relation to a payment or

contribution or

(b) in the case of the Bus Detection Contribution the Bus Service Contribution the Footpath Creation Contribution the Junction 29 and 30 Contribution the Off-site Minor Road Improvement Contribution the Public Transport Interchange Contribution and the Ramp Metering Contribution the Index shall be the road construction tender price index or

(c) in the case of the Children's' Centre Contribution the Railway Station Contribution the Recycling Contribution the Education Payment the Index shall be the BCIS All In Tender Price Index and

in the event of any such Index no longer being maintained the nearest equivalent index

"Index Linked"

means any increase to the sum to be paid which unless the contrary intention appears in this agreement arises by applying to that sum the percentage increase (if any) in the relevant Index between the second quarterly Index figure for 2005 (except in the case of the Transfer Values in Schedule 1 which shall (apart from the Phase 1 Transfer Values which shall not be indexed linked) be index linked from the date of this Agreement) and the quarterly Index figure for the quarter immediately preceding the date of actual payment of the said sum

"Initial Disposal"

means the first sale or letting of an Affordable Housing Unit

"Initial Services"

means access to the Premises to be transferred from the nearest public highway where necessary across the Land along a route to be agreed between the Owners and EDDC and/or DCC as appropriate sufficient to enable development of the said Premises in accordance with this Agreement together with in any event those services from which the Premises benefits upon the date of transfer to EDDC or DCC and in the case of the Education Campus provision of electricity and water (or failing which the payment of the additional costs of construction)

"Interim Library Facility"

means provision of Serviced space consisting of 222 sq metres to be located in the Multi Purpose

Building and which shall be suitable for the accommodation of a library

"Intermediate Tenure"

means Dwellings at prices or rents which are above Target Rents but below the costs of Open Market Dwellings or rents on the open market and shall include Homebuy other shared equity products and low cost homes for sale or intermediate rent

"Junction 29 and 30 Contribution"

means the sum of £2 million (Two Million Pounds) (Index Linked from December 2006) towards highway improvements works to Junctions 29 and 30 of the M5 (shown on Plan 5 and Plan 18) the Junction 29 Bus Lane and other widening works between the Skypark Land and the Land or other equivalent highway scheme in accordance with the major scheme bid from Government funding currently in the course of preparation.

"Junction 29 Bus Lane"

means a new bus lane under the M5 overbridge on the A30 in general accordance with Plan 5 or any subsequently approved drawing (preliminary engineering layout option 2) and the rendering as bus lane of the one lane westbound between the overbridge and Moor Lane roundabout

"Land"

means the land edged red on Plan 1

"LEAPs"

means six Local Equipped Areas for Play which are to be designated and equipped in accordance with the Open Space Specification and are for children of early school age each LEAP to contain an enclosed activity zone of 400 square metres and at least five pieces of play equipment which shall be positioned so as to provide a suitable buffer and shall be at such a distance from the nearest Dwelling as is approved by EDDC pursuant to Detailed Applications

"Lifetime Homes Standard"

means the standards for residential accommodation set out in the Joseph Rowntree Foundation Lifetime Homes Standard (or any superseding standard) and contained in Appendix 26

"Lifetime Homes Standard Funding"	means such grant or investment funding as the HCA may agree to pay to the Owners to build an RP Unit to Lifetime Homes Standard
"Lifetime Homes Standard Funding Application"	means an application for Lifetime Homes Funding or such other process as is applicable at the time to establish the availability of Lifetime Homes Funding and to secure payment of Lifetime Homes Funding where it is available
"Local Connection"	means any person who is in need of Affordable Housing and who has a strong local connection with the administrative area of EDDC or ECC (as the case may be) and for the purposes of this Agreement the person shall be taken to have a strong local connection if they are currently resident in the area or are currently employed in the area or need to live in the area to take up firmly committed employment or if they have close family living in the area or if they have been resident in the area for at least five of the last ten years
"Location Plan"	means a plan or plans showing the location of the Premises which shall be dealt with in accordance with clause 17 of this Agreement
"Main Local Route "	means the main local route (spine road) intended to pass through the Development from the western end to the eastern end part of which is shown on Plan 6 or any agreed variation thereto and which may be provided in part under the provision of the Main Local Route Permission
"Main Local Route Permission"	means a planning permission granted by EDDC under reference 07/0784/MFUL for the construction of part of the Main Local Route
"Market"	means an obligation to market any land or Premises in accordance with clause 25 of this Agreement
"Market Value"	means the open market value of any part of the Land as determined by the RICS Red Book or in default of a relevant provision in the RICS Red Book by agreement between the Owners and EDDC and/or DCC as appropriate
"Mitigation Contribution"	means the sum of up to £150,000 (One Hundred and Fifty Thousand Pounds) Index Linked which shall be payable to DCC in the event that one or

	more Trip Rate Notice(s) are served
"Mobile Library Contribution"	means the annual sum of £10,000 (Ten Thousand Pounds) Index Linked payable in accordance with paragraphs 19.3 and 19.4 of Schedule 19 as a contribution towards the cost of DCC providing a mobile library service to the Land
"Monitoring Contribution"	means the sum of £58,000 (Fifty-eight Thousand Pounds) Index Linked for the provision of the Monitoring Equipment and data collection for vehicle Trip Rates to and from the Development
"Monitoring Equipment"	means equipment (including Automatic Number Plate Recognition Equipment) for measuring the number of vehicles entering and leaving the Development in order to calculate the Trip Rates
"Morning Peak Hour"	means the period from 8.00 am to 9.00 am Monday to Friday
"MUGAs"	means multi-use games areas to be provided in each NEAP and which shall be 685 square metres and comply in all respects with Sport England requirements
"Multi-Purpose Building"	means an area of Serviced Land of 0.22 hectares incorporating a community building details of which are set out in Appendix 22 or (if different) in the form permitted under a planning permission granted pursuant to planning application reference 07/2441/FUL and which shall incorporate the Interim Library Facility and the Town Council Offices and which Serviced Land shall accommodate the Temporary Ambulance Land the Temporary Police Land and health and social care facilities and other community uses (including educational uses) and which is to be located within the Neighbourhood Centre
"NEAPs"	means two Neighbourhood Equipped Areas for Play to include a MUGA within each NEAP which are mainly for older children each NEAP to contain an enclosed activity zone of 1000 square metres in an area that is divided into two parts one containing play equipment and the other providing a hard surface of at least 465 square metres such NEAPs shall be positioned so as to provide a suitable buffer and shall be at such a distance from the nearest Dwelling as is approved by EDDC pursuant to Detailed Applications

"Neighbourhood Centre"	means a mixed use development comprising: ▪ uses within Class A of the Use Classes Order 1987 as amended or health community and/or leisure uses which shall as a minimum deliver retail health community and/or leisure floorspace of 1,450 square metres including a Convenience Store ▪ the Multi-Purpose Building ▪ residential units ▪ the Place of Worship Land all of which shall be delivered in accordance with the relevant Design Code and this Agreement
"Neighbourhood Centre Buildings"	means the Buildings to be constructed on the Neighbourhood Centre Land
"Neighbourhood Centre Land"	means a minimum of 0.6 hectares of Serviced Land for the provision of the Neighbourhood Centre (which for the avoidance of doubt may comprise of more than one Parcel of Land) and includes the land required for the Multi-Purpose Building and associated public realm and parking areas directly associated with the Neighbourhood Centre but excludes the land required for the Place of Worship Land
"New Community Officer"	means a Senior Planning Officer employed at a salary including costs of £43,000 (Forty-Three Thousand Pounds) Index Linked per annum who shall facilitate the planning aspects and delivery of the Development (and for the avoidance of doubt any extensions to or later phases of the Development) and whose responsibilities are set out in Appendix 7
"New Community Officer Contribution"	means the cost of employing the New Community Officer for a three year period including the cost of recruitment of the New Community Officer which shall be paid in three equal annual instalments by the Owners to EDDC for the cost of employing a New Community Officer for a three year period
"NCP"	means together Taylor Wimpey, Hallam, Persimmon and Redrow

"Nominations Agreement"	means an agreement to be entered into in the form attached at Appendix 23 between EDDC, ECC and a Registered Provider (as appropriate) such agreement to contain the procedures for nominating Designated Persons to the RP Units
"Offer to Transfer"	means an offer to Transfer Premises (including any Building upon those Premises) or any RP Unit in accordance with clause 22 of this Agreement
"Off-Site Development Land"	means any development consisting of the construction of residential units to be built on the land shown edged red on Plan 8 under a planning permission sought within 10 years of the date of the Planning Permission Provided That the Development has Commenced
"Off-Site Highway Landscaping"	means the landscaping to be carried out outside the Land but within the existing public highway boundaries in the areas shown on Plan 9
"Off-Site Highway Landscaping Maintenance Contribution"	means the sum of £5,000 (Five Thousand Pounds) Index Linked for the maintenance of the Off-Site Highway Landscaping
"Off-Site Highway Landscaping Scheme and Phasing Programme"	means a scheme and phasing programme for the Off Site Highway Landscaping to provide landscaping tree planting and nature conservation for the benefit of the Land and surrounding area in accordance with the specification included within the Landscape Biodiversity and Drainage Strategy
"Off-Site Landscaping Contribution"	means the sum of £5,000 (Five Thousand Pounds) such sum to be Index Linked
"Off Site Minor Road Improvements Contribution"	means a contribution in the sum of £140,000 (One Hundred and Forty Thousand Pounds) Index Linked towards the improvements to Station Road as shown on Plan 17 and other minor highway improvement works including works to Crannaford Lane and Elbury Lane surrounding the Development which may be agreed between the Owners and DCC and for the avoidance of doubt this sum does not include any works in connection with Crannaford Crossing
"Off Site Minor Road Improvements Design Contribution"	means a contribution in the sum of £10,000 (Ten Thousand Pounds) Index Linked towards the cost of designing the works to be carried out under the

	Off Site Minor Road Improvements Contribution
"On-Site Highway Landscaping"	means the landscaping to be carried out on the Land within proposed public highway boundaries which is to be identified pursuant to paragraph 11.7 of Schedule 11
"On-Site Landscaping"	means the landscaping to be carried out on the Land which is identified pursuant to paragraph 11.7 of Schedule 11
"On-Site Renewable Energy Sources"	means sources and measures from which renewable energy may be taken to meet any part of the energy needs of the Development
"Open Book Cost"	means the actual final out turn Construction Costs (including all retentions and professional fees but not including the Additional Funding) of complying with the provisions of paragraph 2.3 of Schedule 2 as certified by a suitably qualified quantity surveyor who shall be agreed between the Owners and DCC and have access to such relevant documentation as may be necessary to so certify
"Open Market Dwellings"	shall mean those Dwellings comprised in the Development which are intended for sale or letting in the Private Housing Market
"Open Space"	means the areas of formal and informal open space to be provided within the Development as identified on the Development Framework Plan and for the avoidance of doubt includes the Play Areas and Sports Pitches
"Open Space Specification"	means a specification for the provision and maintenance of the Open Space within the Development to be submitted to and approved in writing by EDDC
"Owners"	means the owners of the Land as set out in Appendix 6
"Parcel of Land"	means a self contained serviced plot of land
"Pebble Beds Heath SAC and SPA"	means the East Devon Pebble Beds Heath Special Area of Conservation/Special Protection Area the extent of which is shown on Plan 10
"Permanent Library and Town Council Offices Land"	means a 0.15 hectare site in the town centre, at a location to be agreed with EDDC and DCC, to accommodate a library building of at least 450

square metres and Town Council offices of 230 square metres together with operational and disabled parking

"Phase"	means any one of the three parcel groups (together with the associated open space and infrastructure) as set out in the Phasing Strategy
"Phase 1"	means the first one thousand (1000) Dwellings built as part of the Development within parcel group A as set out in the Phasing Strategy
"Phase 1 Affordable Housing Mix"	means the affordable housing mix for the Phase 1 Dwellings which shall be as follows: (i) 199 Dwellings in Phase 1 shall be Social Rented Units; and (ii) 101 Dwellings in Phase 1 shall be HomeBuy Units
"Place of Worship Land"	means an area of Serviced Land of 0.2 hectares for a Place of Worship Serviced in accordance with Appendix 2
"Plan 1"	means drawing number WCN028/AA/005 Rev A which shows the Land and marked "Plan 1"
"Plan 2"	means drawing number H.151/COV.1 showing the Skypark Land and marked "Plan 2"
"Plan 3"	means the drawing showing for illustrative purposes the location of queuing traffic which would trigger the requirement for the Ramp Metering Contribution and marked "Plan 3"
"Plan 4"	means drawing numbers 30571/GA/02B and 30571/GA/03C showing the Footway Creation and Improvement Works and marked "Plan 4(a)" and "Plan 4(b)" respectively which together shall compromise Plan 4
"Plan 5"	means drawing number HPE91974A-J29-001B showing highway works to Junction 29 of the M5 Highway including the Junction 29 Bus Lane and marked "Plan 5"
"Plan 6"	means drawing number WCN048-PA001 showing part of the Main Local Route and marked "Plan 6"
"Plan 7"	means drawing number WCNO28/AA/066 Rev J (the Development Framework Plan) and marked

	"Plan 7"	
"Plan 8"	means drawing number WCN048/101 showing the Off-Site Development Land and marked "Plan 8"	
"Plan 9"	means drawing number 1679/604B showing the areas the subject of the Off-Site Highway Landscaping and marked "Plan 9"	
"Plan 10"	means drawing reference number 1007126W9251 01 showing the Pebble Beds Heath SAC and SPA and marked "Plan 10"	
"Plan 11"	means drawing number 1679/SK-SS2 showing the proposed location of the Street Scene Services Compound and marked "Plan 11"	
"Plan 12"	means drawing number WCN028-248 showing the Youth Centre Land and marked "Plan 12"	
"Plan 13"	means drawing number 04/PN055/57A showing the routes along which HGVs are prohibited and marked "Plan 13"	
"Plan 14"	means drawing number WCN028-247 showing the Education Campus and marked "Plan 14"	
"Plan 15"	means drawing number 30571/GA/104 Rev E showing land required for the Crannaford Footbridge Works and marked "Plan 15"	
"Plan 16"	means drawing number 2707/001 showing the Science Park Land and marked "Plan 16"	
"Plan 17"	means drawing number 30517/GA/01B showing the Station Road Improvements and marked "Plan 17"	
"Plan 18"	means drawing number HPE98149A-003-A showing highway works to Junction 30 of the M5 Motorway and marked "Plan 18"	
"Plan 19"	means WCN028/AA/005 showing the land ownerships and marked "Plan 19"	
"Planning Application"	means the 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
submitted to EDDC and given reference number
7/22/03/P1900/0079

"Planning Permission" means planning permission for the Development in the form annexed hereto

"Play Areas" means the NEAPs, LEAPs and Skateboard Park which shall be located on the Open Space

"Play Areas Contribution" means the sum:

(a) in relation to each LEAP £35,000 (Thirty-Five Thousand Pounds)

(b) in relation to each NEAP (including a MUGA) £150,000 (One Hundred and Fifty Thousand Pounds)

(c) in relation to the Skateboard Park £200,000 (Two Hundred Thousand Pounds)

and in each case Index Linked to the BCIS Index from the date of this Agreement and to be paid by the Owners to EDDC for the cost of EDDC equipping the Play Area taking account of the Play Areas Specification

"Play Area Specification" means a specification for the Play Areas within the Development which is to be agreed in writing between the Owners and EDDC for the provision of play equipment in each of the Play Areas and which shall not exceed the relevant sum for each Play Area as set out in the Play Areas Contribution

"Police Station Land" means 0.25 hectares of Serviced Land for the provision of a police station in a location to be agreed between the Owners and EDDC

"Premises" means each of the following:

(a) Health and Wellbeing Complex

(b) Country Park and Nature Reserve

(c) Country Park Resource Centre

(d) Street Scene Services Compound

(e) Youth Centre Land

(f) Permanent Library and Town Council Offices

Land

- (g) Church Worker Residential Accommodation
- (h) Multi-Purpose Building
- (i) First Primary School Site and First Primary School
- (j) Place of Worship Land
- (k) Police Station Land
- (l) Railway Station Land
- (m) Education Campus
- (n) Public Convenience Building (if not located in a commercially provided building)
- (o) Ambulance Land

“Private Housing Market”

shall mean the open market for the sale or letting of housing provided by a person or body other than (a) a local housing authority or (b) a Registered Provider or (c) any other person or body offering accommodation to the public at less than the prevailing market rent/sale price

“Public Art Contribution”

means the sum of £60,000 (Sixty Thousand Pounds) Index Linked towards the provision of public art within the development

“Public Convenience Building”

means a Building or part of a Building (the size specification and location to be agreed between EDDC and the Owners which shall as a minimum requirement provide separate facilities for male and female and disabled users as well as for baby changing)

“Public Convenience Commuted Sum”

means the sum of £200,000 (two hundred thousand pounds) Index Linked to the BCIS index from the date of this Agreement payable by the Owners to EDDC towards the maintenance of the Public Convenience Building (in the event that the Public Convenience Building is not provided in a commercially provided building)

“Public Realm Commuted Sum”

means a commuted sum reflecting the actual costs of maintenance of the street furniture for a 10 year period

“Public Transport

means the sum of £40,000 (Forty Thousand

**Interchange
Contribution"**

Pounds) Index Linked towards the cost of either:

- improving the bus stop facilities at Honiton Road Park and Ride or
- linking the bus stops at Honiton Road Park and Ride with a bus stop facility at the foot of Ambassador Way for the benefit of passengers changing buses

the chosen scheme being dependent upon bus routing from the Development to Exeter City Centre

"Questionnaire"

means a questionnaire drawn up in conjunction with DCC each time after the First Occupation of 1000 1500 2200 and 2900 Dwellings and then distributed to all Dwellings and Buildings comprised in the Development that are then in use to ascertain occupant's travel modes and needs

"Railway Station"

means a new single platform railway station including the following:

- A station with single platform of sufficient length to serve at least a six car train
- A single platform that is compatible with the eventual dualling of the line in the vicinity of the station together with necessary slewing of the track and associated civil engineering works
- Appropriate signalling for trains to stop at the station
- Shelter and station building appropriate for the number of passengers anticipated
- Real time information of train times
- Journey planning information on line
- A 'kiss and ride' facility outside the station
- Bus stop (bi-directional) outside the station suitable for a 18m vehicle
- A car park of capacity for 50 cars but laid out in such manner that is capable of expansion in any further development of the New Community beyond 2,900 dwellings
- Ticket purchasing facilities
- Secure and lockable cycle parking in weather proof cages

**"Railway Station
Contribution"**

means a maximum contribution of £3,000,000 (Three Million Pounds) Index Linked towards the design and construction of the Railway Station upon the Railway Station Land payable in accordance with Schedule 6 and to be used by DCC only for the design and construction of the Railway Station or the repayment of loans taken

	out, grants made or other moneys already used for the purposes of constructing the Railway Station
"Railway Station Design Contribution"	means the initial sum of £50,000 (Fifty Thousand Pounds) Index Linked towards the design of the Railway Station and which sum shall be deducted from the Railway Station Contribution
"Railway Station Land"	means an area of Serviced Land shown as such on Plan 7
"Railway Station Transfer"	means a transfer of the Railway Station Land in substantially the form of the draft transfer annexed hereto at Appendix 31
"Ramp Metering Contribution"	means the sum of up to One Hundred and Fifty Thousand Pounds (£150,000) for the provision of queue detection loops on the off slips at A30 Airport Junction and associated works and equipment linked to the traffic signals at the Clyst Honiton Bypass/Development exit junction to control the entry rate of traffic on to the A30 Trunk Road in the event of traffic queuing on the off bound slips back on to the A30 carriageway on either of the areas hatched black on Plan 10 with the aim of alleviating such traffic queuing on to the A30 carriageway
"Rectification Period"	means a period of 12 months from the date of a Certificate of Practical Completion
"Recycling Contribution"	means the sum of £210,000 (Two Hundred and Ten Thousand Pounds) Index Linked to be paid to DCC for the provision of a new recycling facility on a site located to the east of Exeter
"Registered Provider"	means a Registered Provider being a social housing provider registered under the Housing and Regeneration Act 2008 with the HCA (or any successors in function) which shall include any organisation accredited by the HCA for the purposes of managing Affordable Housing in accordance with the standards of the HCA and who shall either be selected by the HCA and approved by EDDC or approved by the HCA and EDDC if selected by the Owners
"Relevant Obligation"	means the obligation or covenant to construct any Premises or Building or to carry out any works or make any payment (as the case may be) pursuant to this Agreement which if carried out as required by this Agreement would permit the

	Commencement of the Development or Commencement of the Construction of any Dwelling or the First Occupation of any Dwelling (as the case may be)
"Reorganisation Order"	means any order made by EDDC pursuant to the Corporate Governance Review establishing a Town Council for Cranbrook
"RP Agreement"	means an agreement or agreements to be entered into between the Owner and a Registered Provider(s) pursuant to Schedule 1 to transfer the Social Rented Units and/or the HomeBuy Units to the Registered Provider(s)
"RP List"	means the list of Registered Providers in Part 3 of the Affordable Housing Appendix
"RP Units"	means the Social Rented Units and the HomeBuy Units
"Schedules"	means the schedules to this Agreement and "Schedule" shall mean any one of them
"School Sites"	means the First Primary School and the Education Campus
"Science Park Development"	means office/industrial development with ancillary uses known as the Exeter Science Park on the Science Park Land
" Science Park Land"	means the land edged in red on Plan 16
"Second Primary School Contribution"	means the Open Book Cost attributed to the construction and fitting out of the First Primary School pursuant to this Agreement and the amount thereof shall be Index Linked from the date of the Offer to Transfer of the First Primary School
"Secondary School"	means the Secondary School to be constructed by DCC on the Education Campus with a capacity of 1150 pupil places (435 of those places to accommodate pupils generated by the Development) to the specifications set out in Building Bulletin 98 and subject to the provisions of Schedule 25 together with Biomass Boilers
"Secondary School Design Contribution"	means the maximum sum of £450,000 (Four Hundred and Fifty Thousand Pounds) Index Linked payable to DCC as a contribution towards the costs incurred by DCC in carrying out and

	completing the design of the Secondary School
"Secured Items"	means those items which are set out in Appendix 3 and contained within a Secured Value and Secured Item shall mean any one of them
"Secured Value"	means the appropriate value set out in Appendix 3 which shall be reduced when the aggregate value of the Secured Items falls below the Secured Value as presently set out in Appendix 3
"Security Point"	means the relevant point specified in Appendix 3 in respect of each Secured Item for which a bond or charge must be provided and which may be varied by agreement in writing by EDDC and or DCC as appropriate Provided That the Owners comply with such varied Security Point as though the same were set out in this Agreement
"Services"	means in relation to any Serviced Land the service media (including without limitation highways water pipes foul and surface water drainage (such service media shall be provided to adoptable standard and an appropriate adoption agreement shall have been completed with the relevant adopting body at the date of Transfer) electricity gas supply telecommunications internet high bandwidth broadband communication services) as set out for that land in Appendix 2 for the avoidance of doubt each being of sufficient capacity for the Development and intended use of the Serviced Land
"Serviced Land"	means land to the boundary of which all relevant Services (as set out in Appendix 2) are provided and Serviced shall be construed accordingly
"Skateboard Park"	means the skateboard park to be provided within the Open Space in accordance with the Open Space Specification which shall be positioned so as to provide a suitable buffer and shall be at such a distance from the nearest Dwelling as is approved by EDDC pursuant to Detailed Applications such buffer shall include landscaping to reduce noise and to provide screening
"Skypark Development"	means office/industrial development with ancillary uses known as Skypark on the Skypark Land
"Skypark Land"	means the land edged in green on Plan 2

"Skypark Permission"	means Planning Permission for the Skypark Development
"Skypark Section 106 Agreement"	means the Section 106 Agreement entered into pursuant to the Skypark Permission
"Social Rented Units"	means those Dwellings let at a Target Rent and "Social Rented Unit" shall mean any one of them
"Special School"	means a school for pupils with special educational needs (such as learning difficulties or disabilities) which shall include such other ancillary specialist support facilities as may be agreed between the parties including but not limited to a hydrotherapy pool secure play and leisure areas and premises to provide small groups of young people with residential independent living facilities
"Specification"	means the plans and specification which describe the Premises to be constructed and associated land which have been approved in writing by DCC or EDDC including but not limited to: ▪ the quality and quantity of the materials and goods to be used ▪ the standard of workmanship ▪ the general layout of the Premises ▪ the documents which have been approved by the relevant planning authority ▪ a schedule of finishes
"Sports Pitch Land"	means 7.3 hectares of Serviced Land (which for the avoidance of doubt will comprise more than one Parcel of Land and will not be part of the Education Campus) for provision of the Sports Pitches
"Sports Pitch Specification and Delivery Programme"	means a specification of the Sports Pitches which shall include details of the standard of provision phasing and delivery (including temporary provision) of the Sports Pitches and which shall include details of the sports pavilion changing facilities flood lighting ancillary buildings and car parking provision which for the avoidance of doubt shall include provision of an all weather pitch
"Sports Pitches"	means two senior grass football pitches and one cricket square designed to the standards prepared by the Sports Turf Research Institute and agreed

by EDDC together with a sports pavilion which shall include Changing Rooms and car parking

"Stage"

means a tranche of the Country Park and Nature Reserve as set out in the Landscape Biodiversity and Drainage Strategy and marked as CP1 CP2 and CP3

"Step-In Rights"

means such rights as are necessary (including all rights of access and rights to connect to and use and maintain Services) for EDDC to enter onto the Land in accordance with the provisions of this Agreement and carry out any obligation related to a Secured Item in the event of failure by the Owner to carry out such an obligation in accordance with this Agreement

"Strategies"

means the following strategies which appear in Appendices 14-19 or any amendments or variations thereto as agreed in writing between the Owners and EDDC:

- (a) Landscape Biodiversity and Drainage Strategy
- (b) Employment and Retail Strategy
- (c) Strategic Design Guide (including housing)
- (d) Sustainability Strategy
- (e) Archaeology Strategy
- (f) Phasing Strategy

And a reference to any of the individual Strategies listed above shall mean the relevant Strategy as set out in the appropriate Appendix to this Agreement or any amendments or variations thereto as agreed in writing between the Owners and EDDC:

"Street Scene Services Compound"

means a compound which shall be a minimum of 2,000m² of Serviced Land and shall include six storage bays and a compacted/tipping pit ramp which is to be provided on the Land in connection with the maintenance of the Open Space Play Areas Country Park On-Site Landscaping and On-Site Highway Landscaping

"Sub-Phase"	means part of any Phase of the Development in relation to which Detailed Approval has been sought for residential development and which shall comprise of no more than three hundred (300) Dwellings
"Subsequent Disposal"	means any sale letting or assignment of an Affordable Housing Unit following the Initial Disposal
"SUDS Contribution"	means a payment of £26,000 (Twenty Six Thousand Pounds) Index Linked for each Phase of the Development being a commuted sum payable by the Owners to EDDC for the maintenance of the sustainable urban drainage system within the relevant Phase in accordance with paragraph 12.2.1 of Schedule 12
"Supermarket"	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
"Target Rent"	means a rent as determined through the national rent regime set out as the Three Year Review Restructuring (July 2004) which was implemented as policy in July 2006 or any superseding publication or policy and which shall include any rental element of a HomeBuy Unit
"Technical Guidance"	means the Code for Sustainable Homes Technical Guide dated March 2007 by the Department for Communities and Local Government which is appended at Appendix 29 and for the avoidance of doubt shall not include any subsequent revision alteration or superseding guidance
"Temporary Ambulance Land"	means a hard surfaced area of land sufficient to accommodate the parking of two ambulances to be provided adjacent to the Multi-Purpose Building
"Temporary Police Land"	means a hard surfaced area of land sufficient to accommodate the parking of two police vehicles to be provided adjacent to the Multi-Purpose Building
"Temporary Use"	means a use proposed by either EDDC for DCC and agreed to by the Owners under the provisions of clause 21.1
"Temporary Youth Centre Contribution"	means the sum of £42,000 (Forty-two Thousand Pounds) Index Linked to be paid to DCC towards the cost of temporary youth centre facilities to be located on the Land in a location or locations to be

agreed between EDDC (in consultation with DCC) and the Owners and to service the needs of the inhabitants of the Land

"Tender Protocol"

means the procedure to be agreed between the Owners and EDDC such procedure to be followed by the Owners in seeking bids from RPs pursuant to paragraph 1.15 of Schedule 1

"Town Centre"

means a mixed use development comprising:

- uses within Class A of the Use Classes Order 1987 which shall deliver retail floorspace of up to 6700 square metres including a Supermarket (but less such retail floor space as is allocated to the Neighbourhood Centre)
- uses within Class B1 of the Use Classes Order 1987 which shall deliver B1 units (including one unit of up to 4,000 square metres)
- the Permanent Library and Town Council Offices Land
- residential units
- the Health and Wellbeing Complex

all of which shall be in accordance with the Town Centre Design Code and this Agreement

"Town Centre Buildings"

means the Buildings to be constructed on the Town Centre Land

"Town Centre Design Code"

means a code identifying the number type disposition and phasing of the Town Centre Buildings and uses and which shall be in accordance with the Phasing Strategies contained within the Employment and Retail Strategy and the Strategic Design Guidance and which shall contain relevant details of the proposals for the and Health and Wellbeing Complex

"Town Centre Land"

means 12.1 hectares of Serviced Land (which for the avoidance of doubt includes streets associated public realm and on street parking and may include more than one Parcel of Land) for the provision of the Town Centre which includes the land required for the Health and Wellbeing Complex of 1.3 hectares

"Town Council"	means a Town Council for the New Community
"Town Council Offices "	means an area of 237 m2 to be used for provision of offices and meeting rooms for the democratically elected members of the Town Council and located within the Multi Purpose Building
"Town Council" "Reorganisation Contribution"	means a sum of £5,000 (Five Thousand Pounds) Index Linked payable in accordance with paragraph 19.1 of Schedule 19 towards the cost of carrying out a Corporate Governance Review in relation to the Land and setting up of a Town Council for the New Community and associated activities including operation of a website and production of publications and notices
"Town Council Contribution"	means a sum of £50,000 (Fifty Thousand Pounds) Index Linked payable in accordance with the provisions of paragraph 19.2 of Schedule 19 towards the cost of running a Town Council to serve the Land
"Traffic Regulation Orders"	means an Order or Orders under the Road Traffic Regulation Act 1984
"Transfer"	means either: a) a transfer of the freehold interest of the Premises to EDDC or DCC (as the case may be) which shall be for a consideration of £1 and which shall be in the forms contained in Appendix 1; or b) a transfer of the freehold interest of the RP Units to EDDC or an RP (as the case may be) which shall be for the consideration specified in Schedule 1 and Appendix 12 the form of such transfer to be previously agreed between the Owners and EDDC or the RP (as appropriate)
"Transfer Land"	means the Premises (including any Building upon those Premises) the subject of a Transfer
"Transfer Value"	shall mean the transfer values in respect of the Social Rented Units and the HomeBuy Units as set out in the Affordable Housing Appendix
"Travel Plan Co-ordinator"	means a person or organisation employed by the Owners whose main duties and responsibilities are listed in paragraph 7.10 of Schedule 7

"Trigger Point"	means (as appropriate) Commencement of the Development or Commencement of Construction of a number of Dwellings (as specified in this Agreement) or First Occupation of a number of Dwellings (as specified in this Agreement) after which Commencement of Development or Commencement of Construction of any Dwelling or First Occupation of any Dwelling (as the case may be) is prohibited by this Agreement (which for the avoidance of doubt shall include Relevant Obligations expressed to be carried out completed or paid prior to Commencement Construction or First Occupation as the case may be) unless the Relevant Obligation has been carried out completed or paid (as the case may be)
"Trip Rate Notice"	means a notice issued by the DCC in the event that Trip Rates exceed the Trip Rate Threshold
"Trip Rate Threshold"	means greater than 0.42 vehicles per hour per occupied Dwelling
"Trip Rates"	means the number of vehicles generated by the Development during the Morning Peak Hour calculated in accordance with paragraphs 3.7 and 3.8 of Schedule 3 but excluding public transport vehicles as traffic associated with construction of the Development
"Visitor Survey"	means a survey of the number and pattern of visitors to the Pebble Beds Heath SPA
"Youth Centre Land"	means 0.2 hectares of Serviced Land in the general location as shown on Plan 12 (or such alternative location as agreed with EDDC) and which land shall be used for social and community uses
"Youth Worker"	means a person to be employed by DCC
"Youth Worker Contribution"	means an annual payment of £13,200 (Thirteen thousand two hundred pounds) Index Linked towards the costs incurred by DCC in employing a Youth Worker

4 STATUTORY POWERS

- 4.1 This Agreement is made pursuant to section 106 of the Act section 111 of the Local Government Act 1972 Section 2 of

the Local Government Act 2000 the Highways Act 1980 and all other enabling powers

5 CONDITIONALITY

- 5.1 Clauses 5, 6.1 to 6.8, 6.10, 7.2, 8.1, 11, 12, 14, 16.1, 17, 18.1, 20, 23, 24, 27, 30 and 31 shall take effect on the date of this Agreement and any other provisions needed to interpret and give effect to those clauses shall take effect upon the date of this Agreement
- 5.2 Save as provided for in clauses 5.1 and 5.5 this Agreement is conditional upon the grant of Planning Permission and Commencement of the Development
- 5.3 If the Planning Permission expires without Commencement of the Development or is quashed as a result of any legal proceedings in the Courts or is revoked without the consent of the Owners this Agreement shall cease to have effect
- 5.4 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission other than the Planning Permission granted after the date of this Agreement but for the avoidance of doubt prior to any grant of planning permission which seeks to disaggregate the Development on any part of the Land a Deed will be required to be entered into to ensure the provisions of this Agreement apply to any such subsequent grant of planning permission
- 5.5 The following paragraphs of the Schedules namely 6.1 of Schedule 6 and 16.1 16.2 and 16.3 of Schedule 16 shall take effect upon the Planning Permission becoming Challenge Free

6 ENFORCEMENT

- 6.1 The Owners covenant on behalf of themselves and their successors in title with EDDC and or DCC (as set out in this clause 6) to comply with their obligations and Trigger Points as set out in the clauses and schedules to this Agreement
- 6.2 Each covenant contained in a clause or schedule to this Agreement is a planning obligation for the purposes of section 106 of the Act and is enforceable by EDDC and DCC as specified in this Agreement and each obligation or covenant shall apply to the whole of the Land unless otherwise stated in this Agreement
- 6.3 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all

their obligations can be enforced against them jointly and against each individually unless there is a express provision otherwise

- 6.4 This Agreement also creates rights which are enforceable by EDDC and DCC as specified in this Agreement
- 6.5 Clauses 24.2 Schedules 1 - 6 (paragraph 6.5 only) 9, 10, 11 (paragraphs 11.2 11.3 and 11.4 only) 12, 13, 15, 16, 17 (paragraphs 17.1 17.3 17.4 only) 18, 19, 20, 21 (other than paragraph 21.4) 22, 23, 24, 25, 26 are enforceable only by EDDC and for the avoidance of doubt except for the provisions set out in clause 6.6 all other provisions are enforceable by both EDDC and DCC
- 6.6 Schedules 2, 3, 4, 6 (other than paragraph 6.5) 11 (paragraphs 11.5 and 11.6 only) 14 17 (paragraphs 17.2 and 17.6 only) 21 (paragraph 21.4 only) are only enforceable by DCC and for the avoidance of doubt except for the provisions set out in clause 6.5 all other provisions are enforceable by both EDDC and DCC
- 6.7 Save as provided below each of the Owners shall only be responsible for complying with the terms of this Agreement so long as that individual Owner shall retain an interest (within the meaning of Section 106 of the Act) in the Land or in any part thereof which is the subject of the obligations attached to the part of the Land in which their respective interests subsist and so that having parted with their respective interests in the Land or the relevant part the subject of the particular obligation any subsequent breach of the terms of this Agreement shall be enforced by EDDC or DCC (as appropriate and subject to the terms of clause 13) against the persons who are then the owners or occupiers of the Land or any part thereof in respect of which the obligation subsists but nothing in this clause shall release an Owner in respect of any breach occurring before it/they has/have parted with all or any part of its/their respective interest in the Land
- 6.8 Subject to the following provisions of this Clause no third party other than successors in title to the Owners and any person or body succeeding to any of the statutory functions of EDDC and DCC shall have any right to enforce the terms of this Agreement pursuant to the Contracts (rights of Third Parties) Act 1999 or otherwise even if the terms are expressed to be for their benefit and nor shall any third party have by virtue of that Act or otherwise a right of veto over any future variation of this Agreement

- 6.9 If the Owners have complied with the terms of paragraphs 5.5 and 5.6 of Schedule 5 (as certified in writing by DCC) but public service operators either refuse or fail consistently to operate bus services routed through the Land then the Owners shall not be restrained from allowing Dwellings and Buildings to be occupied as would otherwise be the case under paragraph 5.6 of Schedule 5 and a notional adjustment shall be made (having regard to all the circumstances) to the multiplicand of Trip Rates as set out in Schedule 3 consistent with the number of bus services which fail to run through the Land (which adjustment shall be determined under the provisions of clause 20 if not agreed)
- 6.10 EDDC and DCC both agree and covenant that notwithstanding any other provision contained in this Agreement neither EDDC nor DCC will enforce the terms obligations or covenants contained in this Agreement against any Owner (who is not also a Developer) of any part of the Land which is not contained in a Phase in which Development has Commenced PROVIDED THAT (in addition to the exceptions of the Definition of Commencement of Development listed in clause 3) the following shall not be taken by themselves to constitute Commencement of Development of a Phase (where no other Development has taken place):

6.10.1 construction of the Main Local Route;

6.10.2 Servicing of a site in preparation to making an Offer to Transfer under the terms of this Agreement and any subsequent development of such site by EDDC or DCC

6.10.3 the laying out of an area of Open Space as required under the terms of this Agreement

(and for the avoidance of doubt any part of the Land required for the purposes contained in 6.10.1 to 6.10.3 or any other part of the Land required under the terms of this Agreement to be Transferred to EDDC or DCC shall be bound by the terms of this Agreement and the Owner shall be liable to enforcement by EDDC or DCC under the terms of this Agreement from the point at which an Offer to Transfer is required under the terms of this Agreement)

7 COVENANTS BY THE OWNERS

The Owners hereby covenant with EDDC (in respect of the provisions in this Agreement specified in Clause 6.5) and separately with DCC (in

respect of the provisions of this Agreement specified in Clause 6.6) for themselves and their successors in title and assigns:

- 7.1 Not to develop the Land pursuant to the Planning Permission other than in compliance with the provisions of this Agreement
- 7.2 Not to cause or permit the Commencement of Development the Commencement of Construction of any Dwelling the Commencement of any Building or First Occupation of any Dwelling or Building in excess of any threshold of Commencement or First Occupation contained within this Agreement (unless the obligations required in advance of such threshold have first been complied with)
- 7.3 To grant EDDC and DCC the Appropriate Easements
- 7.4 Following the date of First Occupation of the first Dwelling to provide upon a quarterly basis to EDDC and DCC details of the number of Dwellings constructed sold and occupied
- 7.5 To agree any necessary and/or appropriate warranties and guarantees with DCC and/or EDDC (as appropriate) prior to Commencing Construction of the relevant Premises

8 COVENANTS BY EDDC

EDDC hereby covenants with the Owners as follows:

- 8.1 Having regard to the covenants on the part of the Owners herein contained to grant the Planning Permission for the Development in the form and format annexed hereto at Appendix 30 on the same day this Agreement is completed
- 8.2 Not to use suffer or permit the financial contributions paid to it by the Owners pursuant to this Agreement to be used for any purpose other than those specified in this Agreement
- 8.3 In the event that upon the expiration of ten years after the date on which any of the financial contributions were received by EDDC or due to be paid to EDDC under this Agreement (whichever is the later) there should be any unexpended balance EDDC shall repay the said unexpended balance to the Owners together with any interest accrued thereon at the base rate of Natwest Bank Plc within ten working days of receipt of any written request from the Owners to do so provided always that if the sums received or due to be paid relate to the Community Development Worker the Country Park Officer or the New Community Officer and such worker or officer has already been engaged or if any payment has already been properly

committed to be paid pursuant to this Agreement notwithstanding it falls outside the 10 year period then there will be no obligation to repay such sums

- 8.4 To obtain the best value for money that is reasonably obtainable for the expenditure of the individual financial contributions paid to EDDC by the Owners and (where appropriate) consider in good faith any reasonable proposals for the expenditure thereof that may be put to it by the Owners and to provide a breakdown of expenditure paid from the respective contributions upon receipt of any reasonable request therefore
- 8.5 To accept promptly the transfer of all areas of land within the Development offered to it by the Owners pursuant to the terms of this Agreement
- 8.6 To comply in all respects with the covenants made by EDDC and contained in the Schedules
- 8.7 To construct equip and complete the Play Areas within twelve months of the Play Areas (or each Play Area) being laid out and serviced pursuant to paragraph 8.11 of Schedule 8 provided that the Play Area Contribution has been paid in accordance with paragraph 8.12 of Schedule 8 in respect of the relevant Play Area
- 8.8 To ensure the collection of household and commercial refuse on the Land 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

9 COVENANTS BY DCC

DCC hereby covenants with the Owners as follows:

- 9.1 Not to use suffer or permit the financial contributions paid to it by the Owners pursuant to this Agreement to be used for any purpose other than those specified in this Agreement
- 9.2 In the event that upon the expiration of ten years after the date on which any of the financial contributions were received by DCC or due to be paid to DCC under this Agreement (whichever is the later) there should be any unexpended balance DCC shall repay the said unexpended

balance to the Owners together with any interest accrued thereon at the base rate of Natwest Bank Plc within ten working days of receipt of any written request from the Owners to do so provided that if the sums received or due to be paid relate to the Youth Worker Contribution or any payment that has already been properly committed to be paid pursuant to this Agreement notwithstanding it falls outside the 10 year period then there will be no obligation to repay such sums

- 9.3 To obtain the best value for money that is reasonably obtainable for the expenditure of the individual financial contributions paid to DCC by the Owners and (where appropriate) consider in good faith any reasonable proposals for the expenditure thereof that may be put to it by the Owners and to provide a breakdown of expenditure paid from the respective contributions upon receipt of any reasonable request therefore
- 9.4 Not to use suffer or permit the School Sites to be used for any purpose other than as are permitted from time to time by the Secretary of State for Education in respect of a publicly or charitably funded educational facility and for such other use as may be specified or permitted in this Agreement
- 9.5 Subject to the provisions of clause 9.4 to manage the operation of the School Sites in such a way as to facilitate use of the Buildings playing fields and other facilities comprised therein by the residents of the Development so far as is reasonably practicable and on terms that are fair and reasonable
- 9.6 To procure the construction and completion of the Second Primary School in accordance with a programme of works to be notified in advance to the Owners which shall in any event provide for the completion and opening of the Second Primary School no later than in the month of September that is after 24 months from the first Occupation of the 1,150th Dwelling
- 9.7 To procure the design of the Secondary School as soon as practicable following the Planning Permission becoming Challenge Free and upon receipt of the finished design provide a copy to the Owners
- 9.8 To procure the construction and completion of the Secondary School in accordance with a programme of works to be notified to the Owners which shall in any event provide for the completion and opening of the Secondary School in the month of September that is after 24 months from the Transfer of the Education Campus

- 9.9 Subject to the provisions of Schedule 25 to fully maintain in accordance with manufacturers recommended specifications all Biomass Boilers within the First and Second Primary Schools the Secondary School or on the Education Campus where necessary repairing or replacing the same with other similar boilers capable of utilising low carbon sources of fuel that are in ready supply and are of like or more thermal efficient units and to continue to operate the Biomass Boilers in compliance with the Sustainability Strategy
- 9.10 Not to call for any instalments pursuant to paragraph 6.3 of Schedule 6 hereto for construction of the Railway Station unless the requested instalments only cover the reasonable and proper anticipated costs of each individual stage of construction and unless such requests are accompanied by objective evidence upon which the request is based and DCC will use its reasonable endeavours to procure delivery of the Railway Station as early as possible and to ensure it secures or procures the necessary licences agreements and consents to ensure that the Railway Station becomes and remains operational
- 9.11 To accept promptly the transfer of all areas of land within the Development offered to it by the Owners pursuant to the terms of this Agreement
- 9.12 Provided that the Owners comply with the obligations contained in paragraphs 5.5 and 5.6 of Schedule 5 (and to the extent that such obligations are complied with) in relation to the standard of the Main Local Route DCC shall upon request and without undue delay
- 9.12.1 confirm in writing that the Main Local Route is in conformity with paragraphs 5.5 and 5.6 of Schedule 5
- 9.12.2 use its reasonable endeavours to ensure that the Land is accessed by buses operating on bus routes running through the Land and shall include provision to such effect within any contract between DCC and any public services operator operating such services
- 9.13 To comply in all respects with the covenants made by DCC in the Schedules
- 9.14 In its capacity as Highway Authority DCC hereby confirms and accepts that it will adopt highways constructed as part of the 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

10 INSPECTION AND COMPLETION STANDARD

- 10.1 EDDC and/or DCC (as the case may be) and its advisers may at all reasonable times during the Development by arrangement with the Owners enter each of the Premises in order to inspect and view the state and progress of the Premises and the materials used
- 10.2 EDDC and/or DCC (as the case may be) and its agents in doing so may not impede or obstruct the progress of the Development nor issue any instructions to the building contractor or any workmen employed on the site but will address any requirement comment or complaint only to the Owners
- 10.3 The Owners will give to EDDC and/or DCC (as the case may be) prior notice of site and other formal meetings in line with relevant project agreements in respect of the Premises in order that they might attend at and participate in such meetings
- 10.4 The Owners shall notify EDDC and/or DCC (as the case may be) in respect of each of the Premises of the date it considers the Premises have reached Completion Standard in order to allow EDDC and/or DCC (as the case may be) and its professional advisers the opportunity to inspect the Premises and consider whether the Premises have reached Completion Standard in accordance with this Agreement
- 10.5 Notwithstanding the provisions of clause 10.4 the Owners shall ensure that the Date of Completion Standard is not a day which is a Saturday Sunday or a statutory bank holiday or other public holiday or Christmas Eve
- 10.6 If EDDC and/or DCC (as the case may be) is of the opinion that the Premises has not reached Completion Standard then EDDC and/or DCC (as the case may be)-shall notify the Owners within a reasonable time giving details of their objections
- 10.7 The Owners will take whatever action may be required in consequence of any reasonable objections made under clause 10.6
- 10.8 Once EDDC and/or DCC (as the case may be) is of the opinion that the Premises have reached Completion Standard they shall issue the Owners with a Certificate of Practical Completion
- 10.9 The Owners shall not be entitled to Offer to Transfer any Premises to EDDC or DCC (as the case may be) until a

Certificate of Practical Completion has been issued by the relevant Council in respect of the Premises

- 10.10 Any defects shrinkages or other faults in a Premises which appear and are notified by EDDC or DCC (as the case may be) to the Owners not later than 14 days after the expiry of the Rectification Period shall at no cost to the relevant Council be made good by the Owners within a period of two months from such notification

11 CONSENTS

- 11.1 The ~~Mortgagee and the~~ Chargees enter into this Agreement to consent to the terms of the Agreement and hereby acknowledge that their ~~respective~~ interests in the Land shall be bound by the terms of the Agreement

12 CONFIRMATION OF COMPLIANCE

- 12.1 EDDC or DCC as appropriate shall upon receipt of a written request from the Owners and without unreasonable delay at anytime after any of the planning obligations under this Agreement have been fulfilled issue written confirmation thereof

13 PROTECTION OF REGISTERED PROVIDER'S MORTGAGEES AND CERTAIN PURCHASERS

- 13.1 After the date of any transfer or lease of any Affordable Housing Unit or Units to a RP as provided for in this Agreement, the covenants contained in Schedule 1 of this Agreement shall:

13.1.1 not bind any mortgagee of a RP holding a charge on such Affordable Housing Unit or Units nor any receiver appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to a RP any of whom may deal with or dispose of any Affordable Housing Unit or Units free from the covenants and obligations set out in Schedule 1 of this Agreement

13.1.2 cease to apply to any Affordable Housing Unit or Units which are managed transferred leased or otherwise disposed of by any mortgagee referred to in 13.1.1 above or by any receiver appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to a RP to the intent (for the avoidance of

doubt) that any person deriving title through under or from such mortgagee or receiver and all successors in title thereafter shall not be bound by the covenants and obligations set out in Schedule 1 of this Agreement

13.1.3 cease to apply to any Affordable Housing Unit or Units which a RP disposes of pursuant to a right to buy under Part V of the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under Section 16 of the Housing Act 1996 or any similar or substitute right as applies to the Affordable Housing Units or any of them from time to time

13.1.4 cease to apply to any Affordable Housing Unit or Units which a RP sells to a tenant pursuant to a voluntary grant scheme under Section 21 of the Housing Act 1996 or any amendment or replacement thereof

13.1.5 cease to apply to any Affordable Housing Unit or Units in respect of which a shared ownership lease has been granted or where any other shared ownership arrangements equity percentage arrangements or shared ownership trust (as the same are defined in s70 Housing and Regeneration Act 2008) have been entered into but only where a RP has disposed of 100% of the equity in such units under the terms of such lease arrangements or trust

13.2 Where part of the Land lies within the curtilage of a completed Open Market Dwelling or commercial or institutional building or unit the residential occupier of that Dwelling or as appropriate landlord and/or end user/operator shall not be bound by the terms of this Agreement once that completed Dwelling building or unit has been purchased from the Owners or their successors in title provided always that the exemption provided for by this clause does not apply in relation to the sustainability provisions contained in Schedule 25

13.3 Where part of the Land lies within the curtilage of a completed Affordable Housing Unit the residential occupier of that Affordable Housing Unit or their mortgagee and/or chargees shall not be bound by the terms of this Agreement (save for the obligations contained in Schedule 1) once that completed Dwelling has been purchased from the Owners or their successors in title save that such residential occupier

shall supply such details to EDDC of the occupation of the Affordable Housing Unit as EDDC shall request in writing from time to time

13.4 Where land is Transferred to or occupied by either EDDC or DCC pursuant to this Agreement neither EDDC nor DCC shall be liable to comply with any obligation on the part of the Owners:-

- (a) to make any payment in respect of the Bonded Items; or
- (b) that applies in respect of any part of the remainder of the Land (other than another part of the Land also transferred to EDDC or DCC as appropriate)

14 NOTICES

14.1 The Owners hereby covenant not to Commence the Development unless and until the Commencement Notice has been served on EDDC and DCC

14.2 The Owners shall serve all notices and written communication to be served under this Agreement by registered or recorded delivery or by hand as specified below

14.3 The address for service for any notice or written communication is:

- For EDDC Head of Legal Licensing and Democratic Services, EDDC, Knowle, Sidmouth, Devon, EX10 8HL copied to Burges Salmon LLP, One Glass Wharf, Avon Street, Bristol, BS2 0ZX (Ref: G Soloman) or such other legal advisors as may from time to time be appointed by EDDC and notified to the Owners
- For DCC County Solicitor, County Hall, Topsham Road, Exeter, EX2 4QD and copied to Ashfords Solicitors, Ashford House, Grenadier Road, Exeter, EX1 3LH

EDDC and DCC hereby covenant to serve all notices approvals consents and written communication to the Owners at Clarke Willmott LLP Solicitors of 1 George's Square, Bath Street, Bristol, BS1 6BA

A notice approval consent or written communication under this Agreement shall be deemed to have been served as follows:

- if personally delivered at the time of delivery

- if posted at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authority

It will be sufficient to prove service pursuant to this Clause if it is proved that personal delivery was made or that the envelope containing the notice approval consent or written communication was properly addressed and delivered into the custody of the postal authority in a registered or recorded delivery envelope

15 VALUE ADDED TAX

- 15.1 All payments specified to be made under this Agreement are specified as exclusive of VAT

16 SEVERANCE

- 16.1 If any provision of this Agreement shall be held to be invalid illegal or unenforceable by any Court the validity legality and enforceability of the remaining provisions of this Agreement shall not in any way be deemed to be affected as a result thereof

17 LOCATION PLANS

- 17.1 Unless contrary provisions are specifically provided where this Agreement provides that the Owners shall identify Premises (including any Building) on a Location Plan or submit a Location Plan for approval the following clauses shall apply:

17.1.1 The Owners shall in accordance with the timing (if any) stated in the relevant obligation submit to EDDC and DCC (as appropriate) a plan identifying the location of the relevant Premises (the Proposed Location) and showing generally the location of accesses and Services (subject to amendment of such details by agreement between the relevant parties)

17.1.2 EDDC (in consultation with DCC as appropriate) shall within 20 working days provide the Owners with a written response to the Proposed Location

17.1.3 In the event that EDDC's (in consultation with DCC as appropriate) written response confirms agreement to the Proposed Location EDDC shall be taken to have conclusively approved the location of the relevant Premises for the purposes of this Agreement

- 17.1.4 In the event that EDDC's written response (in consultation with DCC) does not express their agreement to the Proposed Location EDDC shall at the time of providing their written response provide to the Owners full written details of their reasons for objecting to the Proposed Location and shall suggest three preferred alternative locations marked on a suitable plan (the Alternative Locations)
- 17.1.5 The Owners shall respond in writing to the Alternative Locations within 20 working days
- 17.1.6 In the event that the Owners' response confirms their agreement to one or more of the Alternative Locations EDDC shall have been taken to have conclusively approved each of the Alternative Locations that have been agreed by the Owners and the Owners shall select which Alternative Location shall be the final location of the Premises
- 17.1.7 In the event that the Owners' response does not express their agreement to any of the Alternative Locations a meeting shall be held within the next 10 working days at which one or more representatives on behalf of the Owners and the one or more officers from EDDC (and DCC as appropriate) shall attend and will use reasonable endeavours to agree a mutually acceptable location for the relevant Premises
- 17.1.8 In the event that no mutually acceptable location for the relevant Premises can be agreed the matter shall be dealt with under the dispute resolution procedure contained herein at Clause 20
- 17.1.9 In the event that EDDC do not provide a written response to the Owners within 20 working days of receipt of the Proposed Location the Proposed Location will be deemed to have been approved for the purposes of this Agreement
- 17.1.10 In the event that it is necessary to have recourse to the dispute resolution procedure pursuant to sub-clause 17.1.8 above the timing given for the delivery of the obligation or covenant shall be extended by a period of time equal to the length of time taken from the start of the dispute resolution procedure until the notification of the parties of the decision of the relevant decision maker under the procedure (for example if a Building on Premises is to be completed prior to the First Occupation of the 1500th Dwelling and the location of the Premises (including the

Building) cannot be agreed and the dispute resolution procedure is followed if the dispute resolution procedure takes eight weeks from start to finish the new deadline for the completion of the Building will be eight weeks after the 1500th Dwelling has been First Occupied)

17.1.11 Where this Agreement provides that the location of the Premises is identified on a plan appended hereto the final location of the said Premises is subject to final agreement between EDDC (in consultation with DDC as appropriate) and the Owners. In the event that the location of the Premises has changed the above procedure in clauses 17.1.1 to 17.1.10 inclusive shall be followed

17.1.12 For the avoidance of doubt when the location of Premises has been agreed (either pursuant to this clause or as identified on a plan appended hereto) then the Premises subject of the agreed location shall only be used for the provision of the Premises (including any Building) and for the use or uses specified within this Agreement and associated Transfers and for no other use (save for Temporary Uses in accordance with this Agreement) unless varied in writing

17.1.13 Nothing in this clause shall prevent the submission by the Owners of further Location Plans showing varied or amended locations of land or premises notwithstanding any previous agreement by DCC or EDDC to the location of such land or premises under this clause

18 SECURITY

18.1 Where in this Agreement the Owners are required to comply with any requirement prior to the Commencement of the Development or prior to Commencement of Construction of any Dwelling or prior to First Occupation of a specified number or proportion of the Dwellings the Owners shall not Commence the Development (or as the case may be) shall not Commence Construction of the Dwellings nor permit First Occupation of any more than that specified number or proportion of the Dwellings (as the case may be) before the said requirement has been satisfied unless EDDC and or DCC as appropriate have agreed in writing to vary the point at which such obligation or obligations must be achieved satisfied or complied with and if EDDC and or DCC have so agreed in writing the Owners shall comply with the terms of such variation as though it were stipulated in this Agreement

18.2 The Owners covenant with EDDC and/or DCC (as the case may be) not to cause or permit First Occupation of any Dwelling after the relevant Security Point unless either:

(a) a Bond or Bonds has/have first been provided by the Owners to EDDC and/or DCC (as the case may be) by a bondsman previously approved in writing by EDDC/DCC (as the case may be) in accordance with this clause and Appendix 3 by the Owners

or

(b) the Owners have charged by way of legal charge to EDDC or DCC (as the case may be) such parcel or parcels of the Land as shall provide Adequate Security for the Secured Value as set out in Appendix 3

18.3 Prior to reaching each Security Point the Owners shall ensure that either:

(a) a Bond has been provided in the form set out in Appendix 4 to the relevant Secured Value set out in Appendix 3 (subject to the level of the Bond being reduced under the terms of clause 18.8 to 18.10)

or

(b) the value of the parcel or parcels of the Land charged under clause 18.2(b) above provide Adequate Security for the Secured Value (subject to level of the Bond being reduced under the terms of clause 18.8 to 18.10) Provided That such legal charge shall contain a power for EDDC or DCC (as appropriate) to force the sale of such of the charged land as may be required to satisfy the costs incurred by EDDC or DCC up to the value of the relevant Secured Item

18.4 If a Bond is in place EDDC or DCC as appropriate shall be entitled to call on the Bond if there is a breach by the Owners in complying with the requirements of this Agreement in relation to a Bonded Item as follows:

18.4.1 Up to the maximum of the reasonable cost of remedying the said breach or the value of the Bond whichever shall be the lower

18.4.2 Upon giving to the Owners written notice of their intention to call upon the Bond and the reason for so doing

18.4.3 Allowing the Owners a reasonable opportunity to rectify any breach complained of which in any event shall be not less than 28 days

18.4.4 If EDDC and/or DCC believe there remains a breach notwithstanding any steps taken by the Owners pursuant to 18.4.3 it (or they) shall inform the Owners of such prior to making any call on the Bond and afford the Owners a reasonable opportunity to remedy the said breach

Provided That EDDC and or DCC shall first call upon the Bond or Bonds of the defaulting Owners (if appropriate) until such Bond or Bonds have been exhausted and then against the Bond or Bonds of the remaining Owners

18.5 If land is charged under the terms of clauses 18.2(b) and 18.3(b) EDDC or DCC as appropriate shall be entitled if there is a breach by the Owners in complying with the requirements of this Agreement in relation to a Bonded Item to recover and the Owners covenant to pay such costs as may be incurred in remedying such breach:

18.5.1 up to a maximum of the sale value of the charged land upon the sale of such land or the cost of remedying the breach whichever shall be lower (and EDDC and or DCC as appropriate shall return any balance of the sale proceeds not expended in remedying the breach to the owner of the part of the Land sold)

18.5.2 upon giving the Owners written notice of their intention to do so and their reasons for so doing

18.5.3 allowing the Owners a reasonable opportunity to rectify any breach complained of which shall in any event be not less than 28 days

18.5.4 if EDDC or DCC believe there remains a breach notwithstanding steps taken by the Owners pursuant to 18.5.3 it shall inform the Owners of such and afford the Owners the opportunity to pay the costs incurred by EDDC or DCC and if no such payment is made within 28 days then EDDC or DCC shall be entitled to exercise the power to require sale of the charged land as set out in clause 18.3(b) Provided That EDDC and/or DCC shall first exercise the power of sale under the charge or charges of the defaulting Owners and if the liability or any of it remains outstanding then to exercise the power of sale under the remaining charge or charges

18.6 EDDC and DCC shall upon request from the Owners and without undue delay confirm in writing to the Owners and the bondsman when each Secured Item is discharged or

partially discharged and the Owners shall be entitled to either:

- (a) reduce the Bond or Bonds by the amount so discharged such that the Bond or Bonds do not exceed the aggregate of the outstanding Secured Items

or

- (b) discharge the legal charge from the parcel or parcels of the Land charged to EDDC or DCC as appropriate such that the value of the Land that remains charged does not exceed the amount required to provide Adequate Security for the aggregate of the outstanding Secured Items) and EDDC or DCC as appropriate shall execute such release deeds as may be necessary to release the said charge(s) upon the request and at the expense of the Owners and without undue delay

and in either case the Owners EDDC and DCC shall follow the process set out in 18.8 to 18.10 to determine the level of reduction in the relevant Bond(s) and or charges

- 18.7 If any of the Owners dispose of their interest in the Land (or a portion thereof not being a transfer envisaged by this Agreement or sale on First Occupation of a Dwelling) that Owner shall procure that its share of the Bond or Bonds be assigned or novated to the successor in title in proportion with the interest disposed of or as the case may be that sufficient land remains charged to provide Adequate Security for the outstanding Secured Items

- 18.8 At such time as the Owners believe that the amount secured by way of Bond(s) and or charges over land is greater than the aggregate value of the Secured Items which remain outstanding (either under the security given to EDDC and/or to DCC) then the Owners may request from EDDC and or DCC as appropriate to reduce the value of the security to that of the outstanding Secured Items and in so doing shall provide EDDC and or DCC as appropriate with their assessment of the cost of providing the remaining Secured Items

- 18.9 If EDDC and or DCC as appropriate agree the figures provided by the Owners under 18.8 they shall inform the Owners that the level of the bond(s) and or charge provided may be reduced to the level set out in the figures provided by the Owners under 18.8 within 20 working days and shall thereafter take such steps as may be reasonably required by the Owners to release such bonds or charges as may be necessary to give effect to the reduction in security as

required by 18.6 Provided That bonds and or charges are maintained sufficient to cover the relevant Secured Value

18.10 If EDDC or as appropriate DCC do not agree the figures provided by the Owners under 18.8 they shall inform the Owners of this together with their reasons for dispute within 20 working days of receipt of the request made by the Owners under 18.8 and the process shall be repeated until such time as agreement is reached or the matter is referred for determination under clause 20 (Dispute Resolution) and for the avoidance of doubt if no response is received by the Owners within 20 working days of a request under 18.8 the Owners shall be entitled to treat such as acceptance of the figures provided under 18.8 and EDDC and or DCC as appropriate shall be bound to take such steps as may be reasonably required by the Owners to release or reduce such bonds or charges over land as may be necessary to give effect to the reduction in security as though it or they had confirmed agreement to the figures under clause 18.9

18.11 For the avoidance of doubt nothing in this Agreement shall prevent the Owners from changing the form of security offered to EDDC or DCC from a Bond to a charge over part of the Land (or vice versa) Provided That the alternative form of security is in place prior to any release of the subsisting security and that the alternative form of security meets the requirement for security (in terms of value) under this Agreement at the point in time the change comes into effect

19 SITE WIDE LIABILITY

19.1 Where this Agreement expresses a threshold (of whatever nature) after which a restriction is imposed unless a specified prerequisite is complied with and that threshold is expressed in terms of Commencement of Development or Commencement of Construction of Dwellings or First Occupation of Dwellings then subject to any agreement to vary the said threshold under clause 18.1 above the threshold (as varied if appropriate) will be deemed breached if the aggregate number of such Dwellings across the Land as a whole has been Commenced Constructed or First Occupied (as appropriate) without such compliance with the relevant restriction

20 DISPUTE RESOLUTION

20.1 Any dispute or failure to agree a matter arising out of the provisions of this Agreement shall be referred to a person having appropriate qualifications and experience in such matters ("the Expert") appointed jointly by the relevant

parties to the dispute ("the relevant parties") or in default 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 relevant parties

20.2 The decision of the Expert shall be final and binding upon the relevant parties and the following provisions shall apply:

20.2.1 The charges and expenses of the Expert shall be borne equally between the relevant parties unless the Expert shall otherwise direct

20.2.2 The Expert shall be requested to give the relevant parties an opportunity to make representations and counter representations to him before making his decision

20.2.3 The Expert shall be entitled to obtain opinions from others if he so wishes

20.2.4 The Expert shall be requested to make his decision within the range of any representations made by the relevant parties themselves

20.2.5 The Expert shall be requested to comply with any time limit or other directions agreed by the relevant parties on or before his appointment

21 TEMPORARY USES

21.1 Where the location of land has been identified pursuant to this Agreement for a specific purpose and such land has been transferred to EDDC or DCC it is hereby agreed and declared that EDDC or DCC (as the case may be) may use such land (and the Owners shall enter into any appropriate agreement for such use at no cost to EDDC or DCC) for such Temporary Use(s) and for such periods as it may from time to time secure planning permission (where planning permission is required for such use) and have been previously agreed to in writing by the Owners (such agreement not to be unreasonably withheld or delayed) in order for community uses to be carried out upon such land until that land is required for its permanent use as identified under this Agreement

21.2 It is hereby agreed and declared between EDDC DCC and the Owners that if EDDC and/or DCC elect to carry out Temporary Use(s) on any part of the Land under the provisions of this clause 21 then:

21.2.1 The Owners shall not be under any obligation to make such part(s) of the Land suitable for any such

Temporary Use(s) (whether through decontamination remediation or otherwise) and shall not be liable for any loss or damage caused during the course of EDDC or DCC carrying out such Temporary Use(s)

21.2.2 Upon the cessation of a Temporary Use the Owners shall not be required to carry out any work of remediation de-contamination or other enabling work to be carried out as a result of any Temporary Use to enable such land to be made fit for the specific purpose(s) for which it has been allocated under the terms of this Agreement

21.2.3 The Owners shall not be responsible for or held to account for any delay in any part of the Land being brought into use for the purpose for which it has been specifically allocated under the terms of this Agreement where such delay is occasioned as a result of or attributable to the use of that part of the Land for a Temporary Use(s)

22 OFFERS TO TRANSFER PREMISES

22.1 Where in this Agreement there is an obligation on the Owners to Offer to Transfer Premises (including any Building upon those Premises) or RP Units to EDDC or DCC (as the case may be) or not to cause or permit the Commencement Construction or First Occupation of a stated number of Dwellings until an Offer to Transfer has been made to EDDC or DCC (as the case may be) the following provisions of this clause shall have effect

22.2 The Premises (including any Building) or RP Units in question shall be offered to EDDC or DCC (as provided for in this Agreement) by notice in writing from the Owners and shall be open for acceptance and shall not be withdrawn for a period of two months (and three months in relation to the RP Units) after service and shall be accompanied by a form of contract (to Transfer the Premises) in duplicate in terms settled in accordance with Appendix 1 (and in relation to the RP Units such form as is previously agreed between the Owners and EDDC) and each part of such contract shall be signed by the owner of the land to be transferred

22.3 The Premises in question (including any Building) shall be offered to EDDC or DCC (as provided for in this Agreement) for a consideration of £1 (one pound) and in respect of the RP Units for the consideration as specified in Schedule 1 and Appendix 12

22.4 EDDC or DCC (as the case may be) shall (if it wishes to accept the offer) sign and date both parts of such contract

and return one part to the Owners within the two month (and three months for the RP Units) period specified in clause 22.2 following which the Owners shall Transfer the Premises/RP Units to EDDC or DCC (as appropriate) pursuant to such contract and in accordance with this Agreement

22.5 For the avoidance of doubt if:

22.5.1 Any Offer to Transfer made pursuant to this Agreement is withdrawn prior to the period for which it is to remain open for acceptance then the Offer to Transfer shall be deemed not to have been validly made and shall be of no effect

22.5.2 If EDDC or DCC fail to accept a valid Offer to Transfer as provided for in clause 22.4 the Owners shall not be required to make any further Offer in relation to the same land and/or Premises and the Owners' obligations under this Agreement in relation to such land or Premises shall be deemed to be discharged including any associated obligations to provide a financial contribution or construct works

23 STRATEGIES

23.1 The Owners hereby undertake to comply with and carry out the measures obligations objectives solutions and actions contained within the Strategies and for the avoidance of doubt it is hereby agreed and declared that such obligations objectives solutions and actions contained within the Strategies bind successors in title to the Owners Provided That (and notwithstanding the provisions of clause 6) successors in title to the Owners or successors in title to a party to this Agreement shall only be bound by the terms of an obligation contained in a Strategy which affects the part of the Land to which such person has an interest

24 FEES

24.1 Upon completion of this Agreement the Owners shall pay to EDDC the balance of EDDC's legal costs in preparing amending and completing this Agreement and the Owners shall pay DCC the balance of DCC's legal costs in preparing amending and completing this Agreement

24.2 Upon completion of this Agreement the Owners shall pay to EDDC the Administration Contribution

25 MARKETING

- 25.1 Where in this Agreement there is an obligation on the Owners to Market the following provisions shall apply in respect of each Parcel of Land to which the obligation to Market relates:
- 25.1.1 the Parcel of Land shall be offered for sale either as freehold or long leasehold
 - 25.1.2 the marketing exercise shall be undertaken by commercial selling agents appointed by the Owners at their own expense with a view to obtaining Market Value for the Parcel of Land
 - 25.1.3 marketing of each Parcel of Land shall continue until terms for the sale of the property are agreed between the Owner and intended purchaser or for a period of 18 months whichever shall be the sooner
 - 25.1.4 marketing of each Parcel of Land shall be for the use of the relevant Parcel to which the relevant planning permission relates including the provisions of this Agreement
 - 25.1.5 it shall be on the basis of a good and marketable title without onerous conditions and on the basis that the transfer shall contain all appropriate reciprocal rights and easements
 - 25.1.6 it shall be subject to all matters to which the title to the Parcel of Land is subject at commencement of the marketing exercise and all matters registered as local land charges including this Agreement
 - 25.1.7 it shall be subject to the intended purchaser agreeing to comply with the terms of any relevant planning permission and Section 106 Agreement including the Planning Permission and this Agreement
- 25.2 No less than every six months the Owners shall arrange for written confirmation to be supplied by their selling agents to EDDC as to whether there is any demand for the use of the Parcel of Land for its intended use unless terms for the sale of the Parcel of Land have been agreed between the Owners and intended purchaser
- 25.3 The Owners shall if required by EDDC and at the Owners' expense have such confirmation under clause 25.2 verified by an independent selling agent such agent to be nominated by EDDC

- 25.4 If after complying with the terms of this clause 25 and after the period referred to in clause 25.1.3 no sale has been concluded in relation to a Parcel of Land then it shall be deemed that the Owners' obligations to Market in respect of such Parcel under the Agreement shall be discharged and the Owners shall be free to deal with such Parcel as though the relevant obligations in this Agreement to Market did not exist

26 WORKS AND PAYMENTS

- 26.1 EDDC acknowledges that the works and payments that are required by the provisions of this Deed (together with the requirements of any conditions attached to the Planning Permission) constitute the whole of EDDC's planning obligation requirements in relation to the Development and that no further works or payments shall be required or sought by EDDC from the Owners in connection with or as a consequence of any reserved matters application or consent under the Planning Permission or the approval of any matter pursuant to a condition attached to the Planning Permission
- 26.2 DCC acknowledges that the works and payments that are required by the provisions of this Deed (together with the requirements of any conditions attached to the Planning Permission) constitute the whole of DCC's planning obligation requirements in relation to the Development and that no further works or payments shall be required or sought by DCC from the Owners in connection with or as a consequence of any reserved matters application or consent under the Planning Permission or the approval of any matter or the approval of any matter pursuant to a condition attached to the Planning Permission

27 CONTRIBUTIONS FROM OFF-SITE DEVELOPMENT

- 27.1 If such is in line with relevant EDDC and/or DCC policy prevailing from time to time and is reasonable in all the circumstances EDDC and or DCC shall secure under an agreement or undertaking made under Section 106 of the Act from the owners and/or developers of the Off-Site Development Land the payment of financial contributions towards any infrastructure premises or land provided works undertaken or other contributions paid by the Owners pursuant to this Agreement and EDDC or DCC (as the case may be) shall pay such contributions to the Owners within 28 days of receipt (and EDDC and DCC covenant that in the event of default by the owners/developers of the Off-Site Development Land such agreement or undertaking shall be enforced to secure compliance by the owners/developers of the Off-Site Development Land) **PROVIDED ALWAYS THAT** such

payments are payable by the owners and/or developers of the Off-Site Development Land specifically to reimburse the Owners towards the infrastructure premises or land provided works undertaken or other contributions made pursuant to this Agreement (as opposed to any further infrastructure premises or land to be provided works to be undertaken or other contributions to be made as a requirement of a grant of planning permission for the Off-Site Development Land)

28 TOWN COUNCIL

28.1 EDDC hereby agrees and covenants with the Owners that EDDC shall undertake Corporate Governance Reviews in respect of each Phase of the Development as follows:

(a) as soon as legally possible after the grant of the Planning Permission and

(b) as soon as legally possible after the Commencement of the second Phase of the Development and

(c) as soon as legally possible after the Commencement of the third Phase of the Development

Unless otherwise agreed in writing or material considerations arising after the date of this Agreement prevent such Corporate Governance Reviews being undertaken

28.2 In setting the terms of reference for the Corporate Governance Reviews EDDC shall specify the relevant Phase of the Land and shall consider whether to:

28.2.1 Constitute a new Parish having boundaries consistent with the boundaries of the relevant Phase of the Development by aggregating parts of the areas of existing Parishes

28.2.2 Constitute a new Parish having boundaries consistent with the boundaries of the relevant Phase of the Development which is not a Parish and does not form part of an existing Parish

28.2.3 Constitute a new Parish having boundaries consistent with the boundaries of the relevant Phase of the Development by the aggregation of such areas as referred to in 28.2.2 with an existing Parish

28.2.4 Amalgamate two or more existing Parishes into a new Parish having boundaries consistent with the boundaries of the relevant Phase of the Development

28.7 In each case the aim of the terms of reference being to determine whether Parishes should be established for the area of

the Land unless in any of the above cases material considerations arising after the date of this Agreement prevent such terms of reference being used

28.8 Following each of the Corporate Governance Reviews EDDC shall make and publish recommendations for the future governance of the Land including whether new Town Councils should be established for the Land and if so whether such bodies should have power to own and maintain public open space

28.9 If the recommendation referred to in clause 28.8 is to establish Town Councils as set out in 28.2 then EDDC shall make a Reorganisation Order establishing a new Town Council for the area of Cranbrook (unless material considerations arising after the date of this Agreement prevent this) and EDDC shall (so far as it is lawfully able to) agree and provided the Town Council wish to take on the responsibility of the Open Space Maintenance) facilitate the transfer of the areas of Open Space within the Development to that Town Council as part of that Reorganisation Order together with the responsibility for the maintenance of that Open Space

28.10 If a Town Council(s) is(are) established after part or all of the Open Space has been provided such that its transfer and maintenance does not form part of any Reorganisation Order establishing such Town Council(s) then EDDC shall (so far as it is lawfully able to agree and provided the Town Council(s) wish to take on the responsibility of the Open Space Maintenance) facilitate the transfer of those areas of Open Space within the Development to that Town Council(s) together with the responsibility for the maintenance of that Open Space

29 DCC PAYMENT TOWARDS CLYST HONITON BYPASS

29.1 DCC hereby agrees and covenants with the Developers (jointly and severally) that DCC shall pay to the Developers (through their solicitors Clarke Willmott LLP) in accordance with the provisions of clause 29.2 the sum of £1,000,000 or 17.5% of the costs of construction of the Clyst Honiton Bypass (whichever shall be the lesser) upon the earlier of:

29.1.1 The award of Major Scheme funding to DCC towards the costs of constructing the Clyst Honiton Bypass (provided that the Developers (either themselves or through their contractors or agents) have commenced construction of the Clyst Honiton Bypass at the time of such award) PROVIDED THAT DCC's obligation shall be limited to the amount of such Major Scheme funding as relates to the construction of the Clyst Honiton Bypass or

29.1.2 The first occupation of more than 56,000 sq metres (measured as gross external area) of employment space on the Skypark Development being either the balance of the sum of £1,000,000 if part has already been paid under clause 29.1.1 or the total amount if there was no Major Scheme Funding awarded to DCC towards the cost of the Clyst Honiton Bypass

29.2 In the event that any payment is due as a result of the award of Major Scheme Funding such sums shall be payable to the Developers in three monthly instalments within 28 days following the submission of evidence of the work completed in the previous three months and in the event of any payment being due under clause 29.1.2 it shall be payable forthwith upon the first occupation of more than 56,000 sq metres (measured as gross external area) of employment space

29.3 DCC shall use all reasonable endeavours to secure Major Scheme funding from the Department for Transport (or any successor body) towards the costs of the Clyst Honiton Bypass at the earliest possible opportunity

30 GENERAL OBLIGATIONS REGARDING HCA INVESTMENT FUNDING

30.1 The Owners hereby covenant with EDDC that notwithstanding its obligations in Schedule 1 to this Agreement to apply for HCA Investment Funding it shall from the date of this Agreement use all reasonable endeavours to ensure the Development features as a priority for investment in any local investment plan or other scheme or document under which decisions on HCA Investment Funding shall be taken and undertake any other reasonable steps and provide such evidence or documentation as reasonably requested by the HCA to ensure the Development is identified for HCA Investment Funding and the Owners shall monitor and adhere to the relevant timetables in relation to the various steps which might be required.

31 LATE PAYMENT OF SUMS

31.1 In relation to any sum payable by the Owners under this Agreement which is not Index Linked to the date of payment if the Owners fail to pay such sum when such payment falls to be paid then EDDC and DCC (as appropriate) shall have the right to charge interest on such unpaid sums from the date such payment should have been made at the rate of 2% per annum above the base rate of the Bank of England at that time

Schedule 1

Affordable Housing

Approval to the Affordable Housing Plan

- 1.1 The Owners hereby covenant with EDDC on behalf of themselves and their successors in title that:
- 1.2 Prior to Commencement of the Development the Owners shall submit to and obtain the written approval of EDDC to the Affordable Housing Plan in respect of Phase 1 of the Development (such approval not to be unreasonably withheld or delayed) which shall include a mixture of Dwelling types
- 1.3 Prior to Commencement of the Development of each subsequent Phase the Owners shall submit to and obtain the written approval of EDDC to the Affordable Housing Plan in respect of that Phase (such approval not to be unreasonably withheld or delayed) which shall include a mixture of Dwelling types

Provision of the Affordable Housing

- 1.4 In respect of Phase 1 the Owners shall provide the Affordable Housing to the Phase 1 Affordable Housing Mix and the Owners shall use all reasonable endeavours to enter into a RP Agreement for the Transfer of the RP Units in respect of Phase 1 (and in accordance with the approved Affordable Housing Plan) to a Registered Provider upon the following terms:
 - (a) that the Transfer Values to be paid in respect of each Social Rented Unit and each HomeBuy Unit shall be as set out in Tables 1A and 1B of Part 2 of the Affordable Housing Appendix (and for the avoidance of doubt such Transfer Values shall not be Index Linked in respect of the Phase 1 Affordable Housing)
 - (b) the Owners shall confirm to EDDC whether an RP Agreement has been entered into upon submission of the appropriate Detailed Application

and for the avoidance of doubt paragraphs 1.9 to 1.21 of this Schedule shall not apply to the Phase 1 Affordable Housing

- 1.5 Save for Phase 1 where paragraph 1.4 applies the Owners shall provide the Affordable Housing in any Phase or Sub Phase to the Affordable Housing Base Mix unless HCA Investment Funding is allocated in which case the Owners shall increase the number of Social

Rented Units in that Sub Phase in accordance with paragraphs 1.12 to 1.13 to this Schedule (subject to the terms of paragraphs 1.15 to 1.18)

- 1.6 The Affordable Housing and Affordable by Design Housing Units shall be constructed such that in terms of their external appearance they are materially indistinguishable from the Open Market Dwellings
- 1.7 The Affordable Housing and Affordable by Design Housing Units shall be provided in groups of no more than thirty (30) Dwellings and shall be dispersed evenly throughout the Development provided that it is hereby agreed that it is not the intention of this paragraph 1.7 that this places a requirement on the Owners to provide Affordable Housing in every Sub-Phase
- 1.8 Subject to the provisions of clause 13 and paragraphs 1.20 and 1.21 the Affordable Housing shall be maintained as Affordable Housing in perpetuity and shall not be used other than for the provision of Affordable Housing

Transfer of the Affordable Housing Units to an RP

- 1.9 The Owners agree that in seeking offers from an RP in accordance with the following provisions of this Schedule they will take into account any reasonable offer by EDDC to assist in this process which shall include but not be limited to EDDC offering to enter into a contract or other partnering arrangement with a Registered Provider to jointly take on the Affordable Housing in accordance with this Schedule in order to secure its delivery and occupation as intended by this Agreement Provided That nothing in this paragraph shall prevent or delay the Owners offering the Affordable Housing Units to an alternative RP under the terms of paragraphs 1.15 to 1.18
- 1.10 Prior to submitting a Detailed Application in respect of any Sub Phase (except in relation to Phase 1 to which paragraph 1.4 applies) the Owners shall use all reasonable endeavours to enter into a RP Agreement for the Transfer of the RP Units in respect of that Sub Phase (and in accordance with the approved Affordable Housing Plan) to a Registered Provider upon the following terms:
 - (a) that the RP Units in the Sub Phase will (subject to paragraphs 1.12 to 1.13 to 1.15 to 1.18) be provided at the Affordable Housing Base Mix
 - (b) that the Transfer Value to be paid in respect of each Social Rented Unit and each HomeBuy Unit shall be as set out in Tables 1A and 1B (Index Linked from the date of this Agreement) of Part 2 of the Affordable Housing Appendix
 - (c) that an application for HCA Investment Funding shall be made in accordance with paragraph 1.11 of this

schedule and that the paragraphs 1.12 to 1.14 shall apply in respect of such applications and

- (d) the Owners shall confirm to EDDC whether an RP Agreement has been entered into upon submission of the appropriate Detailed Application

Application for Investment Funding and the impact on Affordable Housing Provision

- 1.11 If an RP Agreement has been entered into then the Owners and/or the Registered Provider who has entered in to the RP Agreement shall make an HCA Investment Funding Application in writing to the HCA for HCA Investment Funding in respect of the RP Units in the relevant Sub Phase to which the RP Agreement applies and the Owners shall confirm to EDDC that such application has been made
- 1.12 If the HCA confirms within 2 months (or such longer period as is reasonably agreed between the Owners and the HCA) of the application made pursuant to paragraph 1.11 above that HCA Investment Funding will be paid to the Owners in respect of a Sub Phase then the proportion of Social Rented Units on that Sub Phase (as against the proportion of HomeBuy Units) shall be increased in accordance with paragraph 1.13
- 1.13 As soon as reasonably practicable following notification of the level of HCA Investment Funding (if any) in respect of each Sub Phase the Owners shall inform EDDC of the RP Units to be changed from Homebuy to Social Rented Units which shall be based upon and shall accord with the HCA Investment Funding received from the HCA Provided That the Owners shall not be required to provide more Social Rented Units within that Sub Phase than would be required under the Affordable Housing Optimum Mix
- 1.14 If despite the Owners and the Registered Provider having used all reasonable endeavours to secure a formal confirmation from the HCA for HCA Investment Funding pursuant to paragraph 1.12 and 1.13 of this Schedule and no such formal confirmation has been completed within 28 days (or such longer period as is reasonably agreed between the Owners and the HCA) of the date of the HCA indicating that HCA Investment Funding would be paid in respect of the relevant Sub Phase then the Owners shall not be required to provide more than the Affordable Housing Base Mix in respect of that Sub Phase

Transfer of the Affordable Housing Units to an Alternative RP

- 1.15 If despite all reasonable endeavours by the Owners it has not been possible to conclude an RP Agreement with a Registered Provider under paragraph 1.10 within a period of 8 weeks from an initial

approach to an RP (or such longer period as is reasonably agreed between the Owners and the RP) in respect of each Sub Phase above then the Owners shall seek offers from up to four (4) Registered Providers from those on the RP List (unless other Registered Providers are agreed between the Owners and EDDC) giving such Registered Providers at least 4 weeks to provide such offers and such offers shall be made by the Owners in accordance with the Tender Protocol the form and content of which shall first be agreed between the Owners and EDDC acting reasonably and which shall include any requirements EDDC deem reasonably necessary in respect of inviting such offers

- 1.16 Upon receipt of one or more Compliant Bids in response to the request for offers under paragraph 1.15 above EDDC shall be entitled to select whichever Compliant Bid it considers appropriate (including selecting the Compliant Bid that produces the highest number of Social Rented Units in the appropriate Sub Phase) and the Owners shall thereafter use all reasonable endeavours to enter into an RP Agreement with the selected Registered Provider for Transfer of the RP Units in that Sub Phase in accordance with the Compliant Bid for the Transfer Values contained in Table 2 of the Affordable Housing Appendix Index Linked
- 1.17 If the selected Registered Provider is unable or unwilling to enter into an RP Agreement pursuant to paragraph 1.16 within six (6) weeks (or such longer period as may be reasonably agreed between the Owners and EDDC) then the Owners shall use all reasonable endeavours to enter into an RP Agreement with the Registered Provider who EDDC consider placed the second best Compliant Bid for Transfer of the RP Units in that Sub-Phase in accordance with that Compliant Bid for the Transfer Values contained in Table 2 of the Affordable Housing Appendix Index Linked
- 1.18 If neither the first nor second placed bidder is willing or able to enter into an RP Agreement within 6 weeks (as such longer period as is reasonably agreed between the Owners and the RP) of an Offer to Transfer being made in accordance with paragraphs 1.11 to 1.17 of this Schedule to take a Transfer of the RP Units then it shall be deemed that there are no Compliant Bids and the terms of paragraph 1.19 shall apply

Transfer to EDDC

- 1.19 If no Compliant Bids are received (or deemed to be received) in accordance with the invitations for offers referred to in paragraphs 1.15 to 1.18 above then the Owners shall Offer to Transfer to EDDC or such other body nominated by EDDC 10% of the Dwellings in a Sub Phase at the Transfer Values set out in Table 3 of Part 2 of the Affordable Housing Appendix Index Linked such RP Units shall be an even mixture (so far as is practicable) of 2 and 3 bedroom Dwellings and which shall be constructed to the standards set out in paragraph 1.29 (excluding paragraph 1.29 (c))

Release of Affordable Housing Obligations in respect of a Sub Phase

- 1.20 If EDDC do not accept the Offer to Transfer made by the Owners as set out in paragraph 1.19 above within 3 months of such written offer being made there will be no further obligation upon the Owners to transfer the RP Units in such Sub Phase either to EDDC or to a Registered Provider (although for the avoidance of doubt this only applies to the RP Units in that Sub-Phase) and those RP Units shall be free of any restrictions contained in this Schedule and may be sold as Open Market Dwellings even though such Dwellings may have been provisionally identified as Affordable Housing Units in the relevant Detailed Application provided always that the terms of this Schedule have been complied with in respect of that Sub Phase
- 1.21 It is hereby agreed that if there are fewer RP Units provided in any Sub Phase as a result of the release contained in paragraphs 1.19 and 1.20 above there shall be no resultant requirement to increase the quantity of RP Units in any other Sub Phase and the Owners shall be entitled to submit further applications for Detailed Approval in relation to the affected Sub Phase without a requirement to undergo the procedure set out in paragraphs 1.10 to 1.18 above

Provision of Lifetimes Homes

- 1.22 Concurrent with the submission to the HCA of an application for HCA Investment Funding under this Schedule the Owners shall submit to the HCA an application for Lifetime Homes Standard Funding in relation to the RP Units in that Sub-Phase and if the HCA confirms within six weeks (or such longer period as reasonably agreed between the Owners and the HCA of the said submission) that Lifetime Homes Standard Funding is available for the RP Units then the Owners shall deliver the RP Units within that Sub-Phase to Lifetime Homes Standard (where and to the extent that such funding is paid to the Owners)

General terms of Transfer to a Registered Provider

- 1.23 Where under the provisions of this Schedule there is an obligation on the Owners to transfer RP Units to a Registered Provider such Transfers shall be subject to the following conditions:
- 1.23.1 that the Social Rented Units and HomeBuy Units shall not be used other than for the provision of Affordable Housing but with the proviso that this shall cease to apply in the circumstances outlined in clause 13 of this Agreement
- 1.23.2 that the Nominations Agreement contained in Appendix 23 shall apply in respect of the Social Rented Units and the HomeBuy Units and nomination of Designated Persons to the Social Rented Units and HomeBuy Units shall be in accordance with the appropriate Nominations Agreements

1.23.3 that Transfer of the Social Rented Units and HomeBuy Units shall be with:

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

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

- 1.24 The Owners will provide EDDC with a copy of the Transfer of the Social Rented Units and the HomeBuy Units to a Registered Provider pursuant to this Agreement within ten (10) Working Days of completion of the Transfer

Nominations

- 1.25 As to any Affordable Housing provided in any Sub-Phase by the Owners in accordance with the Phase 1 Affordable Housing Mix (and in respect of subsequent Phases the Affordable Housing Optimum Mix) then the nominations of Designated Persons to the Social Rented Units and HomeBuy Units in that Sub-Phase (both Initial Disposals and Subsequent Disposals) shall be split between EDDC and ECC in accordance with the Housing Management Charter as follows:

1.25.1 EDDC to have 100% Initial Disposal nomination rights to 65% of the RP Units

1.25.2 ECC to have 100% Initial Disposal nomination rights to 35% of the RP Units

1.25.3 EDDC to have 75% Subsequent Disposal nomination rights to 65% of the RP Units

1.25.4 ECC to have 75% Subsequent Disposal nomination rights to 35% of the RP Units

- 1.26 EDDC has the right to nominate Designated Persons to all the Affordable by Design Housing Units in accordance with the provisions of this Schedule as set out in paragraphs 1.30 to 1.36

- 1.27 Unless agreed otherwise between the parties if anything other than the Phase 1 Affordable Housing Mix (or in respect of subsequent Phases

the Affordable Housing Optimum Mix) is provided EDDC has the right to nominate Designated Persons to 100% of the Initial Disposals and to 75% of the Subsequent Disposals of Affordable Housing in that Sub Phase

Timing of construction and transfer of the Affordable Housing

- 1.28 The construction and Offer to Transfer of the Social Rented Units and HomeBuy Units to a Registered Provider or to EDDC (as appropriate) pursuant to this Schedule within a Sub-Phase shall be completed before First Occupation of 60% of the Open Market Dwellings to be built within that Sub-Phase
- 1.29 The Social Rented Units and HomeBuy Units shall be constructed to comply with the following standards relevant at the date of entering into the RP Agreement with the Registered Provider for the Transfer of the Social Rented Units and the HomeBuy Units together with:
- (a) Buildmark Choice
 - (b) NHBC Contamination Cover and
 - (c) the specifications of the Registered Provider(s)
 - (d) Code For Sustainable Homes Star Rating Three (***)
 - (e) Building Regulations
 - (f) Planning Permission
 - (g) the latest version of the Housing Corporation publication "Design and Quality Standards" (or such other standards as may be agreed between the HCA and the Owners)

Affordable by Design Housing Units

- 1.30 The Affordable by Design Housing Units must be available to EDDC for nominations prior to First Occupation of 60% of the Open Market Dwellings within that Sub-Phase
- 1.31 The Owners shall not dispose of or cause or permit disposal of any Affordable by Design Housing Unit until the Owners have notified EDDC of the anticipated date of completion of the Affordable by Design Housing Unit and allowed EDDC a period of six weeks to nominate a purchaser(s) of the said Affordable by Design Housing Unit and where EDDC make such nomination(s) the Owners shall use all reasonable endeavours to enter into a contract for the sale of the Affordable by Design Housing Unit to such nominee provided that if the said nominee does not enter into a contract to purchase the Affordable by Design Housing Unit within a period of six weeks (or such longer period as reasonably agreed between the Owner and EDDC) from nomination by

EDDC (through no fault of the Owners) then the provisions of clause 1.34 apply

- 1.32 The Owners shall not dispose of or cause or permit disposal of any Affordable by Design Housing Unit unless it is to a person who is nominated by EDDC as a Designated Person in accordance with the paragraph 1.31 until at least six weeks after the completion of the Affordable by Design Housing Unit
- 1.33 The Transfer of each of the Affordable by Design Housing Units shall contain a covenant on the part of the Transferee that any Subsequent Disposal of an Affordable By Design Housing Unit within the Perpetuity Period of eighty years (80) from the date of this Agreement shall be subject to the right of EDDC to nominate Designated Persons in accordance mutatis mutandis with paragraph 1.31 and no Transfer of an Affordable by Design Housing Unit shall take place unless it complies with this obligation
- 1.34 In the event that on an Initial Disposal or Subsequent Disposal of any of the Affordable by Design Housing Units EDDC is unable to nominate to such a Unit a Designated Person in accordance with paragraph 1.31 the Owners or their successors in title may dispose of the Affordable by Design Housing Unit in question to a person with a Local Connection PROVIDED THAT the provisions of Clauses 1.31 to 1.33 will still apply to any Subsequent Disposal
- 1.35 The Affordable by Design Housing Units shall be sold at the Affordable by Design Housing Unit Price and in accordance with the Affordable Housing Appendix
- 1.36 The Owners shall at the request of EDDC and at intervals of not less than six months review the Affordable by Design Housing Unit Price and if appropriate the Owners shall amend the prices at which the Affordable by Design Housing Units are offered for sale provided always that if EDDC consider that the Affordable by Design Housing Unit Price exceeds the open market value of a comparable property it can refer the he matter to an independent expert in accordance with Clause 20 of this Agreement

Schedule 2

Education Provision

Primary Schools

- 2.1 The Owners shall submit for approval a Location Plan to DCC prior to the First Occupation of 50 Dwellings showing the exact location of the First Primary School together with a detailed design for the First Primary School which shall be in accordance with the First Primary School Specification
- 2.2 The Owners shall not allow the First Occupation of more than 300 Dwellings until they have constructed the First Primary School to Completion Standard (which shall be evidenced by the issue of a Certificate of Practical Completion) and offered to Transfer the First Primary School Site to DCC in the form of the First Primary School Site Transfer
- 2.3 The Owners shall provide DCC with details of the Open Book Cost of the construction of the First Primary School as soon as practicable (and in any event within 56 days) after the construction thereof to Completion Standard
- 2.4 The Owners shall provide DCC with a copy of the detailed design of the First Primary School as soon as it is available and within six weeks of the provision of such detailed design or the Commencement of Development (whichever shall be the later) DCC shall inform the Owners whether it has obtained agreement for Additional Funding for the First Primary School whereupon the Owners and DCC shall agree the First Primary School Additional Specification Provided That the cost of such improvements shall not exceed the value of the Additional Funding based on the anticipated additional cost of the First Primary School Additional Specification
- 2.5 Upon the agreement of the First Primary School Additional Specification the Owners shall thereafter construct the First Primary School in accordance with the First Primary School Additional Specification but otherwise in accordance with paragraph 2.2 and DCC will pay the Additional Funding in instalments within 14 days of a written demand from the Owners Provided That the demand is accompanied by evidence satisfying DCC that the funds demanded have been properly and reasonably incurred in carrying out the works comprised in the First Primary School Additional Specification
- 2.6 For the avoidance of doubt if:

2.6.1 DCC do not serve notice on the Owners that it has obtained agreement for Additional Funding in accordance with paragraph 2.4 or

2.6.2 it is not possible to agree the First Primary School Additional Specification within three months of service of the notice in paragraph 2.4 and/or

2.6.3 DCC do not pay to the Owners the Additional Funding as required by paragraph 2.5 then

there shall be no obligation on the Owners to construct the First Primary School to the First Primary School Additional Specification

The Education Payment

2.7 DCC shall notify the Owners in writing as soon as reasonably practicable whether it considers that the construction of the Buildings and infrastructure including playing fields and hardstanding on the Education Campus will result in any Abnormal Costs (and if so provide such details as shall be reasonable to verify the amount of such Abnormal Costs)

2.8 The Owners shall pay the Education Payment to DCC such that 1/2350th of the Education Payment is paid for each Dwelling First Occupied on the Land after the First Occupation of the 1150th Dwelling (inclusive) (except in the instance of any Abnormal Costs associated with the construction of the Buildings on the Education Campus I being determined after the First Occupation of the 1150th Dwelling in which case any such Abnormal Costs shall be apportioned as part of the Education Payment over the remaining Dwellings yet to be First Occupied

2.9 The first part of the Education Payment pursuant to paragraph 2.7 shall be paid by the Owners to DCC three months after the First Occupation of the 1150th Dwelling in arrears in respect of each Dwelling First Occupied in that period

2.10 If no planning permission(s) is in existence that would permit the construction of a total of 3500 Dwellings on the Land at the time when the 2850th Dwelling is First Occupied then the Owners shall pay to DCC the outstanding balance of the Education Payment

Education Campus

2.11 The Owners will pay the Secondary School Design Contribution to DCC in instalment payments within 14 days of a written demand from DCC Provided That:

2.11.1 the demand is accompanied by evidence satisfying the Owners that the funds demanded have been properly and reasonably incurred and are required for carrying out the design of the Secondary School; and

2.11.2 at least 750 Dwellings have been First Occupied; and

2.11.3 in aggregate the amount demanded does not exceed the Secondary School Design Contribution

2.12 Prior to offering to transfer the Education Campus to DCC the Owners shall procure that the land comprised therein is Serviced by the Initial Services where appropriate

2.13 The Owners shall not permit or allow the First Occupation of more than 1,150 Dwellings until they shall have offered to Transfer the Education Campus to DCC in the form of the Education Campus Transfer together with the right to use the Initial Services where appropriate

2.14 Not later than 21 calendar months after the Transfer to DCC of the Education Campus the Owners shall provide the Full Services as specified in Appendix 2 to the Education Campus

2.15 Upon DCC's acceptance of any offer to Transfer the First Primary School Site and the Education Campus the Owners shall do all such things as necessary to transfer such land as soon as reasonably practicable to DCC

Use of the Secondary School

2.16 DCC will use all reasonable endeavours to encourage the school governing body to enter into a dual use agreement to make the community facilities at the Secondary School as widely available as possible for community uses

Biomass Boilers

2.17 Subject to the provisions of Schedule 25 DCC hereby agrees and covenants with the Owners that it shall properly maintain and continue to operate the Biomass Boilers within the First Primary School and the Education Campus

Schedule 3

Highways

Clyst Honiton Bypass and A30 Slip Road

- 3.1 The Owners shall not permit First Occupation of more than 500 Dwellings until they have carried out and completed the Clyst Honiton Bypass and the same is open to the public for use but for the avoidance of doubt there shall be no restriction on the Development (including the completion and First Occupation of Dwellings) notwithstanding any delay or failure of the A30 Slip Road to be constructed Provided That the Owners have paid the A30 Slip Road Commuted Sum to the Highways Agency (if required by the Highways Agency) pursuant to the Clyst Honiton Bypass and A30 Slip Road Agreement

Off Site Minor Road Improvements Contribution

- 3.2 The Owners shall pay to DCC the Off Site Minor Road Improvements Design Contribution upon the Commencement of Development and will not permit the First Occupation of more than 150 Dwellings until the Off Site Minor Road Improvements Contribution has been paid to DCC

Junctions 29 and 30 Contribution

- 3.3 The Owners shall not permit the First Occupation of more than 1500 Dwellings until £1,750,000 (One million seven hundred and fifty thousand pounds) Index Linked to the date of payment) of the Junctions 29 and 30 Contribution has been paid to DCC and the Owners shall not permit the First Occupation of more than 2000 Dwellings until the balance of the Junctions 29 and 30 Contribution has been paid to DCC

Monitoring

- 3.4 The Owners shall not permit the First Occupation of more than 750 Dwellings until they have paid the Monitoring Contribution to DCC and DCC shall apply the Monitoring Contribution towards the acquisition and installation of Monitoring Equipment
- 3.5 DCC shall install and commission the Monitoring Equipment as soon as reasonably practicable following receipt of the Monitoring Contribution or the First Occupation of 750 Dwellings whichever shall be the later
- 3.6 Data from the Monitoring Equipment shall be used by DCC to establish the Trip Rates (amongst other things) as soon as reasonably practicable after the First Occupation of 1000 Dwellings 1500 Dwellings 2200 Dwellings and 2900 Dwellings during the Morning Peak Hour in the following manner

3.7 In calculating the Trip Rates an average shall be taken over a four week period of the numbers of vehicles passing the counting equipment between 8.00 am and 9.00 am Monday to Friday inclusive

3.8 Trip Rates shall comprise the sum of the following:

- (a) The number of vehicles travelling east along the C832 at the immediate eastern end of the Development plus
- (b) The number of vehicles travelling west along the C832 at the immediate western end of the Development plus
- (c) The number of vehicles travelling north along Crannaford Lane immediately north of the Development plus
- (d) The number of vehicles travelling south along Rockbeare Lane immediately south of the Development

Minus the sum of the following:

- (a) Those vehicles detected by the Automatic Number Plate Recognition Equipment placed at each end of the Development as having entered and left the Land without stopping within it and
- (b) 60 vehicles being an allowance for the existing number of vehicles that at the time of signing this Agreement travel north along Crannaford Lane and south along Rockbeare Lane
- (c) 30 vehicles being an allowance for vehicles transporting children to and from the Secondary School from outside the Development but which shall only be deducted from the calculation when the Secondary School is operational

divided by the average number of Dwellings occupied during the four week period referred to in paragraph 3.8 above

3.9 DCC shall if requested supply the Owners with full details of the monitoring of Trip Rates undertaken by it and the data resulting from the exercise

3.10 If following the calculation of Trip Rates by DCC at any of the four occasions mentioned at paragraph 3.7 and provided that DCC have substantially complied with all obligations placed on them by Schedule 5 and Trip Rates continue to exceed the Trip Rate Threshold then DCC shall be entitled to serve a Trip Rate Notice upon the Owners

Mitigation Contribution

3.11 The Mitigation Contribution as specified in the Trip Rate Notice shall be paid by the Owners to DCC within one month of receipt by the Owners

of the Trip Rate Notice and it shall be applied by DCC in the following manner:

- (a) firstly those measures identified by DCC together with the Owners to reduce Trip Rates whilst incurring as little expenditure as practicable and
- (b) secondly such improvements to bus services (including demand responsive services) as are necessary in the opinion of DCC in consultation with the Owners to satisfy a material need identified by the Questionnaire to be produced under the terms of paragraph clause 3.15

and DCC's opinion shall be final

- 3.12 DCC shall only be entitled to serve a Trip Rate Notice when it intends to carry out mitigation measures and is able to verify this to the Owners
- 3.13 Whether or not a Trip Rate Notice is served DCC shall continue to monitor Trip Rates as soon as reasonably practicable after the First Occupation of 1500 2200 and 2900 Dwellings (or at such other points as may be agreed between DCC and the Owners) and the Questionnaire shall be rewritten by the Travel Plan Co-ordinator and agreed with DCC distributed in the same manner as outlined in paragraph 3.15 below and if at any of these times the Trip Rates exceed the Trip Rate Threshold DCC shall be entitled to serve a Trip Rate Notice the Owners and DCC will further discuss how this can be addressed and what further action can be taken in accord with the provisions of paragraph 3.12

The Questionnaire

- 3.14 As soon as reasonably practicable following the First Occupation of the 1000th 1500th 2200th and 2900th Dwelling the Travel Plan Co-ordinator shall write the Questionnaire and upon the agreement of the form of the Questionnaire the Owners shall arrange for copies of it to be distributed to all persons living and working within the Development and the Travel Plan Co-ordinator shall analyse its results (such work to be undertaken within a period of three months from the distribution of the Questionnaire)
- 3.15 Once the results of the Questionnaire have been received and analysed by the Travel Plan Co-ordinator a copy of his report shall forthwith be provided to DCC

Ramp Metering

- 3.16 Unless the Ramp Metering Contribution has already been paid in full to DCC pursuant to the Skypark Section 106 Agreement (in which case paragraph 3.20 shall apply) the Owners shall pay to DCC on behalf of the Highways Agency the Ramp Metering Contribution within one month

of a written request from DCC with supporting evidence for such a request of traffic queuing on either of the areas hatched on Plan 3

- 3.17 A request by the Highway Authority pursuant to paragraph 3.19 shall be made no later than 15 years after Commencement of the Development provided always that the Ramp Metering Contribution has not already been paid pursuant to the Skypark Section 106 Agreement
- 3.18 DCC hereby covenants that if the Owners have paid the Ramp Metering Contribution pursuant to paragraph 3.17 then 50% of that contribution shall be repaid to the Owners by DCC provided always that:
- (a) The Skypark Permission has been issued and
 - (b) The Skypark Development has commenced
- 3.19 If the Ramp Metering Contribution has already been paid to DCC in its entirety pursuant to the Skypark Section 106 Agreement then on Commencement of the Development or on receipt of written notice to the Owners by DCC that the Ramp Metering Contribution is to be paid (whichever is the later) the Owners shall pay to DCC 50% of the Ramp Metering Contribution
- 3.20 DCC shall use all reasonable endeavours to ensure that the Skypark Section 106 Agreement includes obligations in respect of the Ramp Metering Contribution upon the same terms as 3.17 to 3.22 mutatis mutandis and it is hereby agreed between the parties that DCC shall not agree to amend those provisions contained in the Skypark Section 106 Agreement without first offering to amend paragraphs 3.17 to 3.22 in similar terms
- 3.21 Upon the completion of any major scheme at Junction 29 to improve its capacity for carrying traffic (and for the avoidance of doubt this does not include the Junction 29 Bus Lane works) the obligation to pay the Ramp Metering Contribution will cease but if any other such measures have been put in place for the curtailing of Trip Rates in accordance with paragraph 3.12 above these shall continue

Traffic Regulation Orders

- 3.22 The Owners will pay to DCC upon demand the full and actual costs reasonably incurred by DCC in securing any Traffic Regulation Orders (other than in respect of the works to be carried out pursuant to the Off Site Minor Road Improvements Contribution) that DCC considers are reasonably required in connection with the Development

Crannaford Level Crossing

- 3.23 The Owners shall not permit the Main Local Route to be opened to traffic (excluding construction traffic) and connected to Crannaford Lane until they have paid the Crannaford Crossing Contribution to DCC
- 3.24 DCC shall apply the Crannaford Crossing Contribution towards either:
- 3.24.1 the Crannaford Crossing Works or
 - 3.24.2 if the Crannaford Crossing has by the date of payment been closed to all traffic the Crannaford Footbridge Works and/or other facilities to improve pedestrian crossing of the railway line in the vicinity of Crannaford Crossing
- 3.25 The Owners shall upon receipt of at least 14 days' prior notice in writing from DCC allow DCC and or its servants or agents access to such part or parts of the land as indicated hatched black on Plan 15 in the vicinity of Crannaford Crossing (and/or such other land cross hatched black on Plan 15 as the Owners and DCC may agree) as is necessary in order to carry out the Crannaford Crossing Works or the Crannaford Footbridge Works as appropriate
- 3.26 The Owners shall provide and make available parts of the Land as may be required in order to carry out the Crannaford Footbridge Works to enable such works to be carried out Provided That:
- (a) Such land constitutes the minimum land outside existing highway boundaries reasonably necessary for the carrying out of the Crannaford Footbridge Works and is within the ownership and/or control of the Owners
 - (b) such works are commenced under a planning permission obtained within 20 years of the date of this Agreement
 - (c) DCC have consulted with and obtained the Owners' approval to the proposals for the Crannaford Footbridge Works in advance of making any planning application have obtained planning permission for the Crannaford Footbridge Works and
 - (d) DCC shall not carry out works other than in strict accordance with the details approved by the Owners (such approval not to be unreasonably withheld or delayed)
- 3.27 Upon completion of the Crannaford Crossing Works and/or the Crannaford Footbridge Works (as appropriate) such part or parts of the Land as has been used in the construction of the Crannaford Crossing Works and/or such land as may have been used for the construction of the Crannaford Footbridge Works with the agreement of the Owners

86

Schedule 4

Footpaths and Cycleways

- 4.1 The Owners shall pay the First Footpath Creation Contribution to DCC prior to the First Occupation of more than 500 Dwellings
- 4.2 The Owners shall pay the Second Footpath Creation Contribution to DCC prior to the First Occupation of more than 2000 Dwellings
- 4.3 The Owners shall (subject to all necessary Traffic Regulation Orders being obtained under the provisions of the Road Traffic Regulation Act 1984) carry out the Footway Creation and Improvement Works in accordance with Plan 4 and the provisions of Appendix 5 and to the following timescales:
 - (a) the western section shall be completed prior to First Occupation of 500 Dwellings and
 - (b) the eastern section shall be commenced immediately following connection of the Main Local Route at its eastern end to the former A30 and such works shall be completed within three months of their commencement
- 4.4 The Owners (with the assistance in all respects from EDDC and or DCC as appropriate) shall at their own expense use all reasonable endeavours to secure such Traffic Regulation Orders as are required under paragraph 4.3

Schedule 5

Public Transport

New Bus Services

- 5.1 The Owners shall pay to DCC the Bus Service Contribution in six annual instalments at the dates and for the amounts in accordance with Table 1 (as varied in accordance with paragraph 5.2) set out at the end of this Schedule
- 5.2 The figures for the first contribution and for every subsequent contribution stated in the Annual Bus Service Contribution Instalments column of the said Table shall be increased so that payments will be Index Linked from the date of this Agreement
- 5.3 Subject as provided below and unless otherwise agreed with the Owners DCC shall use all reasonable endeavours to apply the funding provided in accordance with Table 1 to procure and manage (in accordance with its standard procedures) the following new bus services and further DCC shall use all reasonable endeavours to ensure that the new bus services are operational for six years from First Occupation of the first Dwelling
 - 5.3.1 Year 1 (the 12 months following occupation of the first Dwelling) - a bus service providing two buses per hour between the Land, Skypark the Science Park and City Centre between the hours of 7.00 am to 9.00 pm Monday to Saturday
 - 5.3.2 Years 2 to 6 - a bus service providing at peak times three buses per hour between the Land Skypark the Science Park and Exeter City Centre with services operating from 6.30 am to 11.00 pm for Exeter City Centre services a connection to Marsh Barton at peak periods
 - 5.3.3 Whether Sunday services to Exeter City Centre are to be run and their frequencies and hours of operation is to be agreed between DCC and the Owners
 - 5.3.4 If the funding provided in accordance with Table 1 is not sufficient to cover the level of service specified in paragraphs 5.3.1 and 5.3.2 then DCC shall agree with the Owners a substitute level of bus services related to the funding provided in accordance with Table 1 and other funding from the Associated Developments

5.3.5 If the funding provided in accordance with Table 1 is more than sufficient to cover the level of service specified in paragraphs 5.3.1 and 5.3.2 then DCC covenants only to spend the excess on public transport services to serve the Land having first agreed such measures with the Owners

5.3.6 The Owner and DCC shall reserve the right to agree, in writing, a variation to the figures set out in Table 1 in order to maximise the benefit from the Bus Services Contribution recognising the phasing of the different elements of the development, and the potential synergy with public transport contributions from the Associated Developments

Existing Bus Services

5.4 DCC shall also use all reasonable endeavours wherever practicable (having regard to the fact that some services are unregulated and others are let on fixed terms) to procure and manage in Years 1 to 6 the diversion to existing services 380 60 60a and 60B through the Land (in accordance with its standard procedures)

Routing of Bus Services

5.5 The Owners shall ensure that at no time shall more than 20% of the Dwellings occupied on the Development be any more than 400 metres measured along an adequate footpath or footway from a road capable in layout and at least base course standard of completion suitable for carrying the bus service vehicles then currently operating or the quality of bus in accordance with the Improvements identified in clauses 5.8 to 5.10 below

5.6 Notwithstanding the provisions of paragraph 5.5 (above) no Building or Dwelling north of the Main Local Route shall be occupied until the Main Local Route within that Phase or as far as any agreed bus stop location within that Phase (as may be appropriate) and pedestrian access to such bus stop on the Main Local Route has been constructed to at least base course standard suitable for carrying the bus service vehicles then currently operating or the bus service vehicles operating as a result of the Improvements identified in clauses 5.8 to 5.10 below

5.7 The Owners shall provide bus turning facilities at the end of the bus route as each Phase has been constructed to facilitate efficient bus access suitable for carrying the bus service vehicles then currently operating in accordance with an agreed specification or the quality of bus in accordance with the Improvements identified in clauses 5.8 to 5.10 below

Further Improvements to Bus Services

- 5.8 DCC shall use all reasonable endeavours to procure and where procured manage improvements to bus/transit services to benefit the Development through submissions for funding through the Transport Innovation Fund or such other sources of public funding as may be available for improving the quality speed and frequency of bus services and any such funding which may be procured is referred to as the "Improvements"
- 5.9 The Owners will facilitate any reasonable Improvements by ensuring that the bus route through the Land and passenger boarding locations can accommodate 18 metre long (approximately) new generation articulated buses with appropriate bus stop facilities
- 5.10 DCC may make reasonable changes to the route and timings of the bus services provided pursuant to paragraphs 5.3 and 5.4 above In order to facilitate any Improvements together with the provision of new and amended bus services (provided that such changes are made with the prior approval of the Owners in writing (such approval not to be unreasonably withheld) Provided That if the changes are in the opinion of the Owners likely to have an adverse effect on the level of public transport accessibility for the Development, the Owners may refuse to approve the changes and any such refusal shall be deemed reasonable and are at no additional cost to the Owners and also provided that an equivalent level of service is provided

Funding and Review Details

- 5.11 DCC shall offer for tender the bus services as set out in paragraphs 5.3 and 5.4 above in accordance with its standard provisions for securing best value or (if appropriate) shall negotiate with existing bus operators if better value for money is provided by amending or enhancing existing services and Provided That it is reasonably anticipated that the enhancement of existing services will have no less beneficial affect on Trip Rates than the creation of new services envisaged by paragraphs 5.3 and 5.4
- 5.12 The Owners shall not permit or allow the First Occupation of more than 1500 Dwellings until the Public Transport Interchange Contribution has been paid to DCC

Bus Detection Equipment

- 5.13 The Owners shall pay the Bus Detection Contribution to DCC prior to First Occupation of more than 500 Dwellings
- 5.14 As part of any relevant reserved matters application for approval of all or part of the Main Local Route the Owners shall include details of the bus shelters to serve the Main Local Route which shall include the provision of real time customer information and the Owners shall provide such bus

shelters on the Land in accordance with the details so approved before the date that the Main Local Route is open for use by buses

TABLE 1
Bus Service Contribution

Payment	Annual Bus Service Contribution Instalment	Trigger Point for Subsidy Requirement
1	£250,000	Immediately following occupation of the 50 th Dwelling
2	£350,000	12 months from payment 1
3	£300,000	12 months from payment 2
4	£300,000	12 months from payment 3
5	£200,000	12 months from payment 4
6	£250,000	12 months from payment 5
	£1,700,000	

Schedule 6

Railway Station

- 6.1 The Owners shall pay the Railway Station Design Contribution to DCC prior to the Commencement of Development
- 6.2 Prior to the Commencement of Development the Owners and EDDC in consultation with DCC shall agree a Location Plan for the Railway Station Land
- 6.3 The Owners shall pay the Railway Station Contribution to DCC following the First Occupation of the 750th Dwelling either:
- 6.3.1 If the Railway Station has been completed by the date that 750 Dwellings have been First Occupied the Owners shall reimburse to DCC the full and actual cost of constructing the Railway Station (including any interest payable upon any loans used to fund the construction of the Railway Station) up to the amount of the Railway Station Contribution as follows:
- 50% of the sum due within 14 days of a written demand from DCC following First Occupation of the 750th Dwelling and
 - the remaining 50% of the sum due upon the First Occupation of the 1000th Dwelling or
- 6.3.2 If the Railway Station has not been completed by the date that 750 Dwellings have been First Occupied the Owners shall pay to DCC the Railway Station Contribution in instalments the first instalment of which shall reflect all costs incurred by DCC less the Railway Station Design Contribution such instalment to be payable upon either the later of:
- First Occupation of the 750th Dwelling
 - Within 14 days of the date that DCC requests payment of the first instalment
- and subsequent instalments of the Railway Station Contribution shall be paid to DCC by the Owners when requested in writing by DCC in accordance with the progress of the construction contract for the Railway Station (regardless of whether such construction contract has been let by DCC or a third party)
- 6.4 From the Commencement of the Development the Owners shall afford DCC (together with vehicles and machinery and any persons authorised in writing by DCC which for the avoidance of doubt may include Network Rail) all reasonable access to the Land for the purposes of designing and constructing the Railway Station

- 6.5 DCC shall only request instalments of the Railway Station Contribution under clause 6.3.2 that cover either costs incurred in the construction of the Railway Station prior to the First Occupation of the 750th Dwelling or the reasonable and proper anticipated costs of the next stage of design and/or construction and such requests will be accompanied by objective evidence on which the request is based
- 6.6 The Owners shall Offer to Transfer the Railway Station Land to DCC by way of a Transfer in substantially the same form as the Railway Station Transfer upon the First Occupation of more than 750 Dwellings or the completion of the Railway Station whichever shall be the sooner
- 6.7 The Owners shall use all reasonable endeavours to complete the construction of an access road to adoption standard between the Railway Station and the adopted vehicular highway by the later of:
- a) 15 months of the Commencement of Development or
 - b) 12 months from the date that DCC confirms in writing that they have the required funds to build the Railway Station and intend to proceed with the construction of the Railway Station Provided That the Owners will use all reasonable endeavours to complete the construction of the said access road within 9 months of the said written confirmation from DCC
- 6.8 In the event that the Railway Station has not been commenced by First Occupation of the 1000th Dwelling the Owners shall agree with DCC the contents and timing of a study the purpose of which shall be to ascertain and identify what actions or works are required to mitigate for a lack of Railway Station as part of the Development and shall at their own expense commission such a study from a consultant approved by DCC
- 6.9 If the Railway Station has not been commenced and if required by DCC by notice in writing after the 2000th Dwelling has been First Occupied the Owners shall in lieu of the obligation to fund the Railway Station either complete the actions and/or works or meet the cost of the actions or works identified in the study undertaken pursuant to paragraph 6.8 above in compliance with the timescales contained within the said study and agreed between DCC and the Owners
- 6.10 The cost of the study pursuant to paragraph 6.8 and of the actions and/or works carried out pursuant to paragraph 6.9 shall not exceed the Railway Station Contribution (and for the avoidance of doubt if any part of the Railway Station Contribution has already been paid the aggregate cost of the said study and the said actions and or works shall not exceed the balance of the Railway Station Contribution)

Schedule 7

Travel Plans

- 7.1 Upon the submission of Detailed Applications for Buildings that meet the following criteria the Owners shall submit for approval the following Travel Plans which shall be approved by DCC prior to First Occupation of the appropriate Building
- 7.2 The Owners shall implement the provisions of such Travel Plans in accordance with the Schedule of implementation contained within each Travel Plan

Buildings for Retail Leisure or Employment

- 7.3 In respect of each Building for retail or leisure whose gross floor area exceeds 1,000 square metres or for employment whose gross floor area exceeds 2,500 square metres on the Land to submit for the approval of DCC and to adopt and implement when approved a Travel Plan ("TP") with the aim of encouraging employees visitors and customers to adopt environmentally friendly modes of travel
- 7.4 Each Travel Plan shall contain provisions to secure
 - 7.4.1 Encouraging car sharing by
 - (i) prioritising parking spaces for car sharers
 - (ii) devising a database of employees giving details of origin of trip and time of travel
 - (iii) providing guaranteed lift home for those who miss a car share lift home for unexpected work pressure
 - 7.4.2 Provision of secure and dry cycle parking facilities
 - 7.4.3 Provision of showers and lockers for cyclists
 - 7.4.4 Encouragement of flexible working and home working policies to reduce travel in the peak hours and to reduce the need to travel at all
 - 7.4.5 A monitoring schedule and outline of the approach to monitoring to be in the plan which relates to the targets in paragraph 7.5
 - 7.4.6 A means of reporting back the monitoring results to employees of EDDC and DCC

- 7.4.7 Provision of incentives to staff to travel by sustainable modes eg discounted public transport or free transport, assistance to purchase bikes
- 7.5 Each Travel Plan prepared under the provisions of this Schedule shall have a target of no more than 55% of all trips made by single occupant cars
- 7.6 The Owners shall (for ten years from first implementation of each 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 this Schedule

School Travel Plans

- 7.7 In respect of each Building being a school DCC shall adopt and implement when approved a School Travel Plan with the aim of encouraging children and school employees to use public transport walk or cycle to school
- 7.8 Each School Travel Plan shall contain such provisions as are necessary for encouraging car sharing by:
- (i) Prioritising parking spaces for teachers who car share
 - (ii) Providing secure and dry cycle parking facilities
 - (iii) Providing showers and lockers for cyclists
 - (iv) Facilitating pedestrian access to and from bus stops
 - (v) Reducing travel to school by car

Dwellings

- 7.9 Prior to the Commencement of any residential development upon the Land the Owners shall appoint a suitably qualified Travel Co-ordinator whose role is to encourage and foster an approach to travel amongst the residents of the Development that does not rely on the private car and the Owners shall employ such Travel Co-ordinator until the Development is complete
- 7.10 The Owners shall ensure that the Travel Plan Co-ordinator shall amongst other things and at the expense of the Owners:
- (i) Liaise with each of the owners or occupiers of the employment retail or leisure Buildings falling within the categories outlined in paragraph 7.3 of this Schedule

- (ii) Prepare and keep up to date and disseminate Travel Welcome Packs for new residents that include cycling/walking maps and public transport information
- (iii) Provide travel plan training for house sales staff
- (iv) Devise and manage an extranet site dedicated to travel for the benefit of residents and local employees
- (v) Promote and run a Cranbrook Bicycle Users Group
- (vi) Liaise with the adjacent development sites to the west of the Land to maximise the benefits of travel information and provisions
- (vii) Provide and maintain a car share database for the community

7.11 The Owners shall also:

- (i) Undertake a survey by Questionnaire of all residents and employees living and working in the Development in accordance with paragraph 3.17 of Schedule 3
- (ii) Work with DCC's Travel Plan Officer and the Travel Plan Co-ordinator to compare the data from the Questionnaire with the actual Trip Rates and discuss with the Travel Plan Officer how Trip Rates can be reduced
- (iii) Monitor and review the impact of the Travel Plan to include monitoring the morning and evening peak periods and the school run by car
- (iv) Manage and control shared off-street car parking facilities to the reasonable satisfaction of DCC
- (v) Manage and control off-street deliveries to commercial premises within the community to the reasonable satisfaction of DCC

7.12 Prior to First Occupation of the 500th Dwelling the Owners shall pay the Car Club Contribution to an appropriate Car Club company approved by DCC for promoting and running a Car Club to serve the Development

Route Management

7.13 The Owners shall use reasonable endeavours to prevent the owners and/or drivers of Heavy Goods Vehicles entering or leaving the Land to pass or repass with Heavy Goods Vehicles over and along Station Road and Clyst Honiton Village Road and Blackhorse Lane all as shown with a broken black line on Plan 13

7.14 The Owners shall use reasonable endeavours to ensure that all owners and drivers of Heavy Goods Vehicles entering or intending to enter the

Land with such vehicles are at all times firstly informed of the prohibition referred to in paragraph 7.13 above and are instructed to comply therewith

- 7.15 The Owners shall use reasonable endeavours to ensure that the said prohibition is at all times fully observed and complied with by all persons entering or leaving the Land with Heavy Goods Vehicles

Schedule 8

Open Space and Play Areas

Open Space

- 8.1 Prior to Commencement of the Development on each Phase the Owners shall submit to EDDC for written approval a plan showing the dimensions (expressed in metres squared) of each area of the Open Space on that Phase as shown on the Development Framework Plan
- 8.2 The Owners shall lay out the areas of Open Space in accordance with the locations shown on the Development Framework Plan and to the dimensions approved by EDDC pursuant to paragraph 8.1
- 8.3 Prior to the commencement of each Sub-Phase the Owners shall submit to EDDC for written approval the Open Space Specification for that Sub-Phase and the Owners shall lay out the areas of Open Space in accordance with the approved Open Space Specification
- 8.4 The Owners shall maintain the Open Space in accordance with the Open Space Specification to the satisfaction of EDDC for a period of twelve months from the date on which EDDC certifies that the Open Space has been completed to EDDC's satisfaction and during that period the Owners shall replace any grass plants shrubs trees (or any structures associated with them) which fail or die
- 8.5 If the Owners do not maintain the Open Space to EDDC's satisfaction as required by clause 8.4 of this Schedule EDDC may after giving the Owners 28 days' written notice of the works it intends to carry out and the Owners failing to carry out the works within that period enter upon the Land and itself carry out those works and the cost of these works shall be paid by the Owners to EDDC
- 8.6 On the expiration of the maintenance period referred to in clause 8.6 of this Schedule and in the event that a Town Council has been formed for Cranbrook which is willing and able to take on the responsibility for maintenance of the Open Space then the Owners may Transfer the Open Space (or a part of it) to the Town Council provided always that the provisions of clauses 8.3 and 8.5 have been complied with prior to such Transfer save that if such Transfer occurs prior to the laying out of the Open Space in accordance with 8.3 the Owners hereby covenant with EDDC that they shall lay out and maintain the Open Space in accordance with clauses 8.3 and 8.4 notwithstanding that the Open Space land has already been transferred to the Town Council
- 8.7 In the event that the Open Space is not transferred to a Town Council the Owners shall continue to maintain the same in accordance with the Open Space Specification to the satisfaction of EDDC unless other

arrangements are agreed between EDDC and the Owners for the maintenance of the Open Space

- 8.8 The Open Space Specification shall not be amended other than by agreement between the Owners and EDDC

Play Areas

- 8.9 Unless otherwise agreed with EDDC the Play Areas shall be provided in accordance with the locations shown in the Landscape Biodiversity and Drainage Strategy

- 8.10 Each area of land required for the Play Areas shall be grassed and Serviced by the Owners in accordance with the following programme:

8.10.1 the 1st NEAP prior to First Occupation of 500 Dwellings

8.10.2 the 2nd NEAP prior to First Occupation of 2000 Dwellings

8.10.3 the 1st LEAP prior to First Occupation of 500 Dwellings

8.10.4 the 2nd LEAP prior to First Occupation of 750 Dwellings

8.10.5 the 3rd LEAP prior to First Occupation of 1200 Dwellings

8.10.6 the 4th LEAP prior to First Occupation of 1750 Dwellings

8.10.7 the 5th LEAP prior to First Occupation of 2000 Dwellings

8.10.8 the 6th LEAP prior to First Occupation of 2750 Dwellings

8.10.9 the Skateboard Park prior to First Occupation of 2000 Dwellings

- 8.11 On completion of each of the Play Areas in accordance with clause 8.10 the Owners shall pay to EDDC the Play Areas Contribution in respect of that Play Area following which EDDC shall equip that Play Area (and the Owners shall ensure that EDDC shall be permitted such rights as may be necessary in order to equip the Play Area in the event that the Play Area is not Transferred to EDDC subject to an undertaking by EDDC to make good any consequent damage occasioned to the Play Area by EDDC its contractors servants or agents)

- 8.12 In the event that a Town Council has been formed for Cranbrook which is willing and able to take on the responsibility for maintenance of the Play Areas then the Owners may transfer the Play Areas to the Town Council provided always that the Owners have complied with all of their obligations under paragraphs 8.10 and 8.11 prior to such Transfer

- 8.13 In the event that the Play Areas are not transferred to a Town Council the Owners shall continue to maintain the same in accordance with the Open Space and Play Areas Specification to the satisfaction of EDDC unless other arrangements are agreed between EDDC and the Owners for the maintenance of the Play Areas

Schedule 9

Sports Pitches

- 9.1 Prior to Commencement of the Development the Owners shall identify on a Location Plan the location of the Sports Pitch Land
- 9.2 Prior to Commencement of the Development the Owners shall submit to and obtain the written approval of EDDC to the Sports Pitch Specification which shall include a programme for delivery of the Sports Pitches requiring (among other things) that the first Sports Pitch shall be completed and made available for use no later than the First Occupation of 500 Dwellings and the remaining Sports Pitches are completed and made available for use no later than the First Occupation of 1,500 Dwellings
- 9.3 The Owners shall lay out and install the Sports Pitches to the satisfaction of EDDC and in accordance with the approved Sports Pitch Specification
- 9.4 The Owners shall maintain the Sports Pitches in accordance with the Sports Pitch Specification to the satisfaction of EDDC for a period of twelve months from the date on which EDDC certifies that the Sports Pitches have been completed to EDDC's satisfaction and during that period the Owners shall make good any damage and shall replace or repair any equipment or works which have become damaged or destroyed
- 9.5 If the Owners do not maintain the Sports Pitches to EDDC's satisfaction as required by clause 9.4 of this Schedule EDDC may after giving the Owners 28 days written notice of the works it intends to carry out and the Owners failing to carry out the works within that period enter upon the Land and itself carry out those works and the costs of those works shall be paid by the Owners to EDDC
- 9.6 On expiration of the maintenance period mentioned in clause 9.4 of this Schedule and in the event that a Town Council has been formed for Cranbrook which is willing and able to take on the responsibility for maintenance of the Sports Pitches then the Owners may transfer the Sports Pitches to the Town Council provided always that the provisions of clauses 9.3 and 9.4 have been complied with prior to such Transfer
- 9.7 In the event that the Sports Pitches are not transferred to a Town Council the Owners shall continue to maintain the same to the approved Sports Pitch Specification to the satisfaction of EDDC unless other arrangements are agreed between EDDC and the Owners for the maintenance of the Sports Pitches

Schedule 10

The Country Park and Nature Reserve and Street Scene Compound

The Country Park and Nature Reserve

- 10.1 Prior to Commencement of the Development the Owners shall submit to and obtain the written approval of EDDC to the Country Park and Nature Reserve Specification and Management Plan
- 10.2 The Owners shall carry out and complete the works required to lay out the Country Park and Nature Reserve in accordance with the Country Park and Nature Reserve Specification and Management Plan and to the programme set out in the Strategic Design Guide
- 10.3 On Commencement of Construction of Stage 1 of the Country Park and Nature Reserve the Owners shall pay to EDDC the first of the five (5) annual instalments of the Country Park Officer Contribution and on the 12 month anniversary of payment of the first instalment of the Country Park Officer Contribution and annually thereafter the Owners shall pay the remaining annual instalments of the Country Park Officer Contribution
- 10.4 The Owners shall notify EDDC of Commencement of Construction of Stage 1 of the Country Park and Nature Reserve within seven days of Commencement of Construction
- 10.5 The Owners shall maintain each Stage of the Country Park and Nature Reserve in compliance with the Specification and Management Plan for a period of twelve months from the date on which EDDC certifies that each Stage of the Country Park and Nature Reserve has been completed to EDDC's satisfaction and during that period the Owners shall repair replace and make good any damage caused to the relevant Stage of the Country Park and Nature Reserve
- 10.6 If the Owners do not maintain the Country Park and Nature Reserve in compliance with the Country Park and Nature Reserve Specification and Management Plan as required by clause 10.5 of this Schedule EDDC may after giving the Owners 28 days' written notice of the works it intends to carry out and the Owners failing to carry out the works within that period enter upon the Land and itself carry out those works and recover the cost of those works from the Owners
- 10.7 On expiration of the maintenance period mentioned in clause 10.5 of this Schedule and in the event that a Town Council has been formed for Cranbrook which is willing and able to take on the responsibility for

maintenance of the Country Park and Nature Reserve then the Owners may transfer the Country Park and Nature Reserve to the Town Council provided always that the provisions of clauses 10.2 and 10.5 have been complied with prior to such Transfer

- 10.8 In the event that any part of the Country Park and Nature Reserve is not transferred to a Town Council the Owners shall continue to maintain that part to the Country Park and Nature Reserve Specification and Management Plan to the satisfaction of EDDC unless other arrangements are agreed between EDDC and the Owners for the maintenance of the relevant part of the Country Park

Street Scene Services Compound and Country Park Resource Centre

- 10.9 Prior to Commencement of the Development the Owners shall submit a Location Plan showing the location of the Country Park Resource Centre for approval by EDDC

- 10.10 Prior to First Occupation of 1500 Dwellings the Owners shall

- (a) lay out and complete the Country Park Resource Centre in the approved location to a Specification to be first agreed in writing with EDDC and to Completion Standard;
- (b) lay out and complete the Street Scene Services Compound in the location shown on Plan 11 or in such other location as is agreed between EDDC and the Owners (and for the avoidance of doubt the provisions of clause 17 Location Plans shall apply to this paragraph) and in accordance with the Specification and to Completion Standard

- 10.11 On completion of the Country Park Resource Centre and the Street Scene Services Compound pursuant to clause 10.10 of this Schedule the Owners shall Offer to Transfer the Country Park Resource Centre and the Street Scene Services Compound to EDDC

Schedule 11

Landscaping

Off-Site Highway Landscaping

- 11.1 Prior to Commencement of the Development the Owners shall submit to and obtain the written approval of EDDC (in consultation with DCC) to the Off-Site Highway Landscaping Scheme and Phasing Programme for the provision of the Off-Site Highway Landscaping
- 11.2 The Owners shall carry out and complete the Off-Site Highway Landscaping to the satisfaction of EDDC in accordance with the Off-Site Highway Landscaping Scheme and Phasing Programme
- 11.3 The Owners shall maintain the Off-Site Highway Landscaping in accordance with the Off-Site Highway Landscaping Scheme and Phasing Programme to the satisfaction of EDDC for a period of 12 months from the date on which EDDC certifies that the Off-Site Highway Landscaping has been completed to EDDC's satisfaction and during that period the Owners shall replace any grass plants shrubs or trees which fail or die or which become damaged or destroyed
- 11.4 Provided the Off-Site Highway Landscaping Maintenance Contribution is paid pursuant to clause 11.5 on expiration of the maintenance period referred to in clause 11.3 of this Schedule the maintenance of the Off-Site Highway Landscaping shall become the responsibility of EDDC and the Owners shall so far as they have capacity dedicate the Off-Site Highway Landscaping as part of the highway
- 11.5 On expiration of the maintenance period referred to in clause 11.3 of this Schedule the Owners shall pay to EDDC the Off-Site Highway Landscaping Maintenance Contribution

Off-Site Landscaping Contribution

- 11.6 On Commencement of the Development the Owners shall pay to EDDC the Off-Site Landscaping Contribution

On-Site Landscaping

- 11.7 On-Site Highway Landscaping and any On-Site Landscaping which will not form part of a Dwelling commercial unit or institutional building to be built on the Land shall be identified on a plan and agreed with EDDC together with a specification for such landscaping

- 11.8 The Owners shall carry out and complete the On-Site Highway Landscaping and the On-Site Landscaping agreed pursuant to paragraph 11.7 to the satisfaction of EDDC in accordance with the agreed specification and the relevant conditions subject to which the Planning Permission is granted
- 11.9 The On-Site Highway Landscaping and the On-Site Landscaping agreed pursuant to clause 11.7 shall be maintained to the satisfaction of EDDC for a period of 12 months in accordance with the agreed specification from the date on which EDDC certifies that the On-Site Highway Landscaping and the On-Site Landscaping has been completed to EDDC's satisfaction and during that period the Owners shall replace any grass plants shrubs or trees which fail or die or which become damaged or destroyed
- 11.10 On expiration of the maintenance period referred to in clause 11.9 of this Schedule and in the event that a Town Council has been formed for Cranbrook which is willing and able to take on the responsibility for maintenance of the On-Site Highway Landscaping and the On-Site Landscaping then the Owners may transfer the On-Site Highway Landscaping and the On-Site Landscaping to the Town Council provided always that the provisions of clauses 11.8 and 11.9 have been complied with prior to such Transfer
- 11.11 In the event that any part of the On-Site Highway Landscaping and the On-Site Landscaping is not transferred to a Town Council the Owners shall continue to maintain that part to the satisfaction of EDDC unless the Owners and EDDC otherwise agree

Access to Highway Landscaping

- 11.12 DCC shall permit EDDC the Owners or the Town Council (as the case may be) access to any highway land at no cost in order to provide or maintain any On or Off-Site Highway Landscaping in accordance with this Schedule by granting a licence in a form to be agreed between EDDC the Owners or the Town Council (as the case may be) and DCC

Schedule 12

Drainage

- 12.1 EDDC may at its absolute discretion enter into an agreement pursuant to the provisions of this Schedule with the Owners for the maintenance and adoption of a Sustainable Urban Drainage System (SUDS) on the Land (other than any SUDS which are within the public highway which shall require agreement with DCC)
- 12.2 An agreement pursuant to clause 12.1 shall only be entered into for the maintenance and adoption of a SUDS on the Land if:
 - 12.2.1 The Owners pay to EDDC on adoption the SUDS Contribution in relation to the relevant Phase of the Development; and
 - 12.2.2 Such agreement contains whatever provisions EDDC deem appropriate for the inspection management and maintenance of the SUDS and the payment of such fees for the same
- 12.3 For the avoidance of doubt the agreement pursuant to clause 12.1 may make provision for the adoption of the SUDS in phases or other appropriate stages and for consequential phased payments and inspections

Schedule 13

Public Conveniences

- 13.1 If the Public Convenience Building is comprised within a commercially provided building it shall not be required to be transferred (or offered for transfer) to EDDC notwithstanding the terms of paragraphs 13.3 and 13.4. Provided That where the Public Convenience Building is contained within a commercially provided building it shall have an independent external entrance which shall be open to the public as a minimum between the times of 8.00 am – 5.00 pm on 7 days per week (but not on bank holidays)
- 13.2 Prior to First Occupation of 2000 Dwellings (unless otherwise agreed in writing by EDDC) the Owners shall lay out and complete the Public Convenience Building in the approved Location to the approved size and Specification and to Completion Standard
- 13.3 On completion of the Public Convenience Building pursuant to clause 13.2 of this Schedule (and subject to the proviso in paragraph 13.1) the Owners shall Offer to Transfer the Public Convenience Building to EDDC
- 13.4 Subject to the terms of paragraph 13.1 the Owners shall not cause or permit First Occupation of more than 2000 Dwellings (unless otherwise agreed in writing by EDDC) until Transfer of the Public Convenience Building to EDDC pursuant to this Schedule
- 13.5 On Transfer of the Public Convenience Building to EDDC (if any) the Owners shall pay to EDDC the Public Convenience Commuted Sum

Schedule 14

Recycling Contribution

- 14.1 Prior to the First Occupation of 1500 Dwellings the Owners shall pay to DCC the Recycling Contribution

Schedule 15

Public Realm and Public Art

- 15.1 Prior to the Commencement of Construction of any Dwelling within a Sub-Phase the Owners shall submit to EDDC for approval details of the items of street furniture it is intending to provide on the Land (such items to include seats bollards fences trees (both existing and proposed) hedges litter bins dog bins and street name boards and other signage) and the Owners shall obtain the written consent of EDDC to those details
- 15.2 The Owners shall provide the items of street furniture in accordance with the details approved by EDDC as soon as reasonably practicable
- 15.3 Following completion of the Sub-Phase referred to in clause 15.1 of this Schedule the Owners shall pay to EDDC the Public Realm Commuted Sum in respect of that Sub-Phase and EDDC shall be responsible for maintaining all facilities provided in relation to that Sub-Phase
- 15.4 Prior to First Occupation of the first Dwelling the Owners shall pay to EDDC the Public Art Contribution

Schedule 16

New Community Officer

- 16.1 Upon the Planning Permission becoming Challenge Free the Owners shall pay to EDDC the first annual instalment of the New Community Officer Contribution
- 16.2 Upon the first anniversary of the first annual instalment of the New Community Officer Contribution the Owners shall pay to EDDC the second annual instalment of the New Community Officer Contribution
- 16.3 Upon the second anniversary of the first annual instalment of the New Community Officer Contribution the Owners shall pay to EDDC the third and final annual instalment of the New Community Officer Contribution
- 16.4 EDDC shall use all reasonable endeavours to ensure that the New Community Officer shall be allocated only those duties referred to in the job description set out in Appendix 7 and for the avoidance of doubt no duties that prevent him or her from fulfilling the key activities as set out in the said job description
- 16.5 EDDC shall ensure that the New Community Officer performs in full conformity with the job description as set out in Appendix and in the event the Owners consider that such is not the case they (or any of them) may request a meeting with EDDC (including such officers and or members as are appropriate to make decisions relating to the New Community Officer's duties) to discuss the issue with a view to resolving it

Schedule 17

Youth Facilities

- 17.1 The Youth Centre Land shall be located as shown on Plan 12 unless otherwise agreed in writing between the Owners and EDDC and DCC
- 17.2 Prior to First Occupation of more than 500 Dwellings or within three years of Commencement of Development (whichever is the sooner) the Owners shall pay to DCC the Temporary Youth Centre Contribution
- 17.3 Prior to First Occupation of 1500 Dwellings the Owners shall lay out and complete the Youth Centre Land in the approved location in accordance with the Specification and to Completion Standard
- 17.4 On completion of the Youth Centre Land pursuant to clause 17.3 of this Schedule the Owners shall Offer to Transfer the Youth Centre Land to DCC or EDDC (as may be jointly directed in writing by EDDC and DCC)
- 17.5 It is hereby agreed and declared that save for any temporary uses in accordance with this Agreement the Youth Centre Land shall not be used for any purpose other than to carry out activities for young persons
- 17.6 Prior to First Occupation of 500 Dwellings the Owners shall pay to DCC the first Instalment of the Youth Worker Contribution and on the 12 month anniversary of payment of the first instalment of the Youth Worker Contribution and annually thereafter the Owners shall pay to DCC the Youth Worker Contribution such annual payments to continue until a permanent youth centre has been constructed on the Youth Centre Land and is available for use or 10 years whichever shall be the sooner

Schedule 18

Community Development Worker

18.1 The Owners shall pay to EDDC the Community Development Worker Contribution in annual instalments at the dates and for the amounts as follows:

18.1.1 1st payment of £10,000 to be paid prior to First Occupation of more than 500 Dwellings or within three years of Commencement of the Development (whichever is the sooner)

18.1.2 2nd payment of £15,000 to be paid on 12th month anniversary of 1st payment

18.1.3 3rd payment of £20,000 to be paid on 12th month anniversary of 2nd payment

18.1.4 4th payment of £20,000 to be paid on the 12th month anniversary of the 3rd payment

18.1.5 5th payment of £20,000 to be paid on the 12th month anniversary of the 4th payment

Schedule 19

Town Council Offices and Library and Mobile Library Contribution

- 19.1 On each occasion and upon notice from EDDC that EDDC intend to carry out a Corporate Governance Review in relation to the Land the Owners shall pay to EDDC the Town Council Reorganisation Contribution (up to a maximum of three such payments)
- 19.2 Prior to the First Occupation of 1500 Dwellings on the Land the Owners shall pay to EDDC the Town Council Contribution and thereafter shall pay to EDDC the Town Council Contribution upon written confirmation from EDDC that it has commenced the creation of a further Town Council to serve the Land up to a maximum of three such payments
- 19.3 Prior to First Occupation of any Dwelling on the Land the Owner shall pay to DCC the first annual Mobile Library Contribution
- 19.4 Upon the first anniversary of payment of the first Mobile Library Contribution and annually thereafter the Owners shall pay to DCC the annual Mobile Library Contribution such annual payments to continue until either 6 payments of the Mobile Library Contribution have been paid or until the Interim Library Facility is completed and available for use by DCC within the Multi Purpose Building whichever shall be sooner
- 19.5 Prior to the First Occupation of 500 Dwellings the Owners shall submit for the agreement of EDDC and DCC a Location Plan showing the location of the Permanent Library and Town Council Offices Land.
- 19.6 The Owners shall not cause or permit First Occupation of more than 1500 Dwellings on the Land until the Owners have laid out and completed the Permanent Library and Town Council Offices Land pursuant to paragraph 19.5 of this schedule as a Serviced Site
- 19.7 On completion of the Permanent Library and Town Council Offices Land pursuant to paragraph 19.6 of this schedule the Owners shall Offer to Transfer the Permanent Library and Town Council Offices Land to either EDDC or DCC (as may be jointly directed in writing by EDDC and DCC)

Schedule 20

Police and Ambulance Facilities

- 20.1 Prior to Commencement of the Development the Owners shall submit a Location Plan showing the location of the Police Station Land and the Ambulance Land for approval by EDDC
- 20.2 Prior to First Occupation of 1500 Dwellings the Owners shall lay out and complete the Police Station Land and the Ambulance Land in the approved location in accordance with the Specification and to Completion Standard
- 20.3 On completion of the Police Station Land and the Ambulance Land pursuant to paragraph 20.2 of this Schedule the Owners shall Offer to Transfer the Police Station Land and the Ambulance Land to EDDC

Schedule 21

Health and Well Being Complex

- 21.1 Prior to Commencement of the Development the Owners shall submit a Location Plan showing the location of the Health and Well Being Complex for approval by EDDC
- 21.2 The Owners shall not permit or allow First Occupation of more than 1,150 Dwellings until the Owners have laid out and Offered to Transfer the Health and Well Being Complex to EDDC together with the right to use the Initial Services
- 21.3 Not later than 24 calendar months after the Offer to Transfer to EDDC the Health and Well Being Complex the Owners shall provide the necessary Services specified in Appendix 2 to the Health and Well Being Complex
- 21.4 Prior to the First Occupation of 2000 Dwellings the Owners shall pay to DCC the Children's Centre Contribution

Schedule 22

Place of Worship Land and Church Worker Residential Accommodation

Place of Worship Land

- 22.1 Prior to Commencement of the Development the Owners shall submit a Location Plan showing the location of the Place of Worship Land for approval by EDDC
- 22.2 Prior to First Occupation of 500 Dwellings the Owners shall lay out and complete the Place of Worship Land in the approved location in accordance with the Specification and to Completion Standard
- 22.3 On completion of the Place of Worship Land pursuant to paragraph 22.2 of this Schedule the Owners shall Offer to Transfer the Place of Worship Land to EDDC

Church Worker Residential Accommodation

- 22.4 Prior to Commencement of the Development the Owners shall submit a Location Plan showing the location of the Church Worker Residential Accommodation for approval by EDDC
- 22.5 Prior to First Occupation of 150 Dwellings the Owners shall lay out and complete the Church Worker Residential Accommodation in the approved location in accordance with the Specification and to Completion Standard
- 22.6 On completion of the Church Worker Residential Accommodation pursuant to paragraph 22.5 of this Schedule the Owners shall Offer to Transfer the Church Worker Residential Accommodation to EDDC

Schedule 23

Multi-Purpose Building

- 23.1 Prior to Commencement of the Development the Owners shall submit a Location Plan showing the location of the Multi-Purpose Building for approval by EDDC
- 23.2 Prior to First Occupation of 150 Dwellings the Owners covenant with both EDDC and DCC that they shall lay out and complete the Multi- Purpose Building in the approved location in accordance with the Specification for the Multi-Purpose Building which shall accord with the details set out in Appendix 30 and to the Completion Standard (unless the Multi Purpose Building is constructed under a planning permission other than the Planning Permission in which case the Multi Purpose Building shall be completed in accordance with such planning permission and any associated agreement under Section 106 of the Act)
- 23.3 The Owners covenant with EDDC that the Multi-Purpose Building shall achieve BREEAM Standard Excellent
- 23.4 Subject to Schedule 25 the Owners shall install a Biomass Boiler in the Multi-Purpose Building and shall maintain and continue to operate the Biomass Boiler unless otherwise agreed in writing with EDDC
- 23.5 On completion of the Multi-Purpose Building pursuant to clause 23.2 of this Schedule (or such other planning permission as referred to in paragraph 23.2) the Owners shall Offer to Transfer the Multi-Purpose Building to EDDC
- 23.6 The Owners shall allow DCC to use part of the Multi-Purpose Building as an Interim Library Facility following DCC giving the Owners 6 months notice of its requirement to do so subject to DCC paying a reasonable rent to the EDDC(to reflect the proportionate running costs of the Multi-Purpose Building resulting from DCC's occupation of the Interim Library Facility) and DCC shall be entitled to continue to use the Multi-Purpose Building for an Interim Library Facility upon such terms until the Library is constructed on the Permanent Library and Town Council Offices Land

Schedule 24

Town and Neighbourhood Centres Retail Facilities

Town Centre

- 24.1 Prior to Commencement of the Development the Owners shall submit to EDDC for approval a Location Plan showing the location of the Town Centre Land
- 24.2 As soon as reasonably practicable after Commencement of the Development and in any event prior to Commencement of Construction of the Town Centre the Owners shall submit to EDDC for its approval in writing the Town Centre Design Code which shall include a scheme for the implementation phasing and laying out the Town Centre
- 24.3 Following the written approval of EDDC to the Town Centre Design Code the Owners shall lay out and complete the Town Centre on the Town Centre Land in accordance with the requirements and phasing in the approved Town Centre Design Code
- 24.4 As soon as reasonably practicable following written approval of EDDC to the Town Centre Design Code the Owners shall Market the Town Centre Land to commercial operators in accordance with this Agreement (and for the avoidance of doubt this applies to each Parcel of Land within the Town Centre Land)
- 24.5 The Supermarket to be provided within the Town Centre shall be no more than 3,500m² gross retail floor space of which no less than 70% of the net retail area shall be used for the sale and display of food and groceries (ie no more than 30% shall be used for the sale and display of durable goods)
- 24.6 On submission of the Town Centre Design Code the Owners shall ensure that of the Town Centre Design Code includes details of car parking the Owners shall also submit to EDDC for approval a Car Parking Strategy for the Town Centre and the Owners shall implement the Car Parking Strategy in accordance with the approved details
- 24.7 The Owners shall construct and complete 5 High Street Units which shall be a total maximum of 500m² to Completion Standard on the Town Centre Land prior to the occupation of 2000 Dwellings and shall Market the High Street Units in accordance with this Agreement
- 24.8 The Owners shall obtain or procure the necessary planning consents in relation to the Town Centre Land

Neighbourhood Centre

- 24.9 Prior to Commencement of the Development the Owners shall submit to EDDC for approval a Location Plan showing the location of the Neighbourhood Centre Land
- 24.10 As soon as reasonably practicable after Commencement of the Development and in any event prior to Commencement of Construction of the Neighbourhood Centre the Owners shall submit to EDDC for its approval in writing a Design Code for Phase 1 which shall include details of implementation, phasing and laying out of the Neighbourhood Centre
- 24.11 Following the written approval of EDDC to the Design Code submitted pursuant to paragraph 24.10 the Owners shall lay out and complete the Neighbourhood Centre on the Neighbourhood Centre Land (including the Neighbourhood Centre Buildings) in accordance with the requirements and phasing in the relevant approved Design Code
- 24.12 As soon as reasonably practicable following written approval of EDDC to the relevant Design Code the Owners shall Market the Neighbourhood Centre Land to commercial operators in accordance with this Agreement (and for the avoidance of doubt this applies to each Parcel of Land and the Neighbourhood Centre Buildings within the Neighbourhood Centre Land)
- 24.13 The Convenience Store to be provided within the Neighbourhood Centre shall be no more than 350m² gross retail floor space and shall primarily be used for the sale of food and groceries
- 24.14 On submission by the Owners of the Design Code the Owners shall also submit to EDDC for approval a Car Parking Strategy for the Neighbourhood Centre and the Owners shall implement the car parking strategy in accordance with the approved details
- 24.15 The Owners shall obtain or procure the necessary planning consents in relation to the Neighbourhood Centre Land and Buildings

Schedule 25

Sustainability Provisions

- 25.1 The Owners shall not construct or cause or permit to be constructed any Dwelling (including the Affordable Dwellings) unless they achieve at least Code for Sustainable Homes Star Rating three (***) as set out in the Code
- 25.2 The Owners shall not construct any non-residential Building unless it achieves at least a BREEAM Standard Very Good rating as set out in the BREEAM Standards (and it shall achieve BREEAM Standard Excellent where specified elsewhere in this Agreement)
- 25.3 Prior to First Occupation of each Dwelling or Building (as the case may be) a pre-assessment to confirm the Code of Sustainable Homes or BREEAM Standards (and as soon as possible thereafter the relevant Code for Sustainable Homes Certificate(s) or BREEAM Certificate(s) for each Dwelling or Building) must be obtained and given to each new Owner and/or Occupier of the relevant Dwelling or Building Provided That if the Code for Sustainable Homes or BREEAM standards are superseded and it is no longer possible to obtain a Code for Sustainable Homes or BREEAM Certificate(s) the Owners shall nevertheless be required to obtain a written certification from a suitably qualified surveyor that the Dwelling or Building at least would have achieved the Code for Sustainable Homes Star Rating Three (***) or BREEAM Standards to Very Good rating (or Excellent where specified elsewhere in this Agreement)
- 25.4 The Owners shall provide such evidence of compliance with paragraph 25.3 as EDDC or DCC (as appropriate) shall reasonably from time to time require
- 25.5 A post construction review of any Dwelling and/or non-residential Building that has been constructed by or on behalf of the Owners shall be carried out at the Owners cost by an independent qualified assessor if required by EDDC or DCC (as appropriate) (by notice in writing to the Owners) to ensure compliance with the Code and BREEAM Standards (as the case may be) in accordance with this Schedule and any remedial action identified by such an assessor to comply with this Schedule shall be carried out by the Owners to the Dwelling and/or Building (as the case may be) as soon as reasonably practicable after identification and in any event prior to any Transfer of such Building to either EDDC or DCC

- 25.6 The Owners shall ensure that any contractor appointed to construct any Building or Dwelling shall be registered on the Considerate Constructors Scheme or any similar or successor scheme
- 25.7 When the Planning Permission becomes Challenge Free the Owners shall pay to EDDC the Energy Strategy Contribution
- 25.8 Unless a District Heating facility is provided and used to heat the Development the Owners shall submit Detailed Applications in relation to non-residential Buildings in compliance with the requirements of the Sustainability Strategy which when measured across the Land requires inter alia that 16.7% (in accordance with the Sustainability Strategy) of the Development's energy needs shall be provided by On-Site Renewable Energy Sources and the Owners shall demonstrate to the reasonable satisfaction of EDDC how this is to be achieved
- 25.9 Unless a District Heating Facility is provided and used to heat the Development the Owners shall install Biomass Boilers in all non residential Buildings and shall maintain and continue to operate such Biomass Boilers unless otherwise agreed in writing with EDDC
- 25.10 If a District Heating Facility is provided the Owners shall use all reasonable endeavours to secure use of that facility to heat the Development or part thereof

Schedule 26

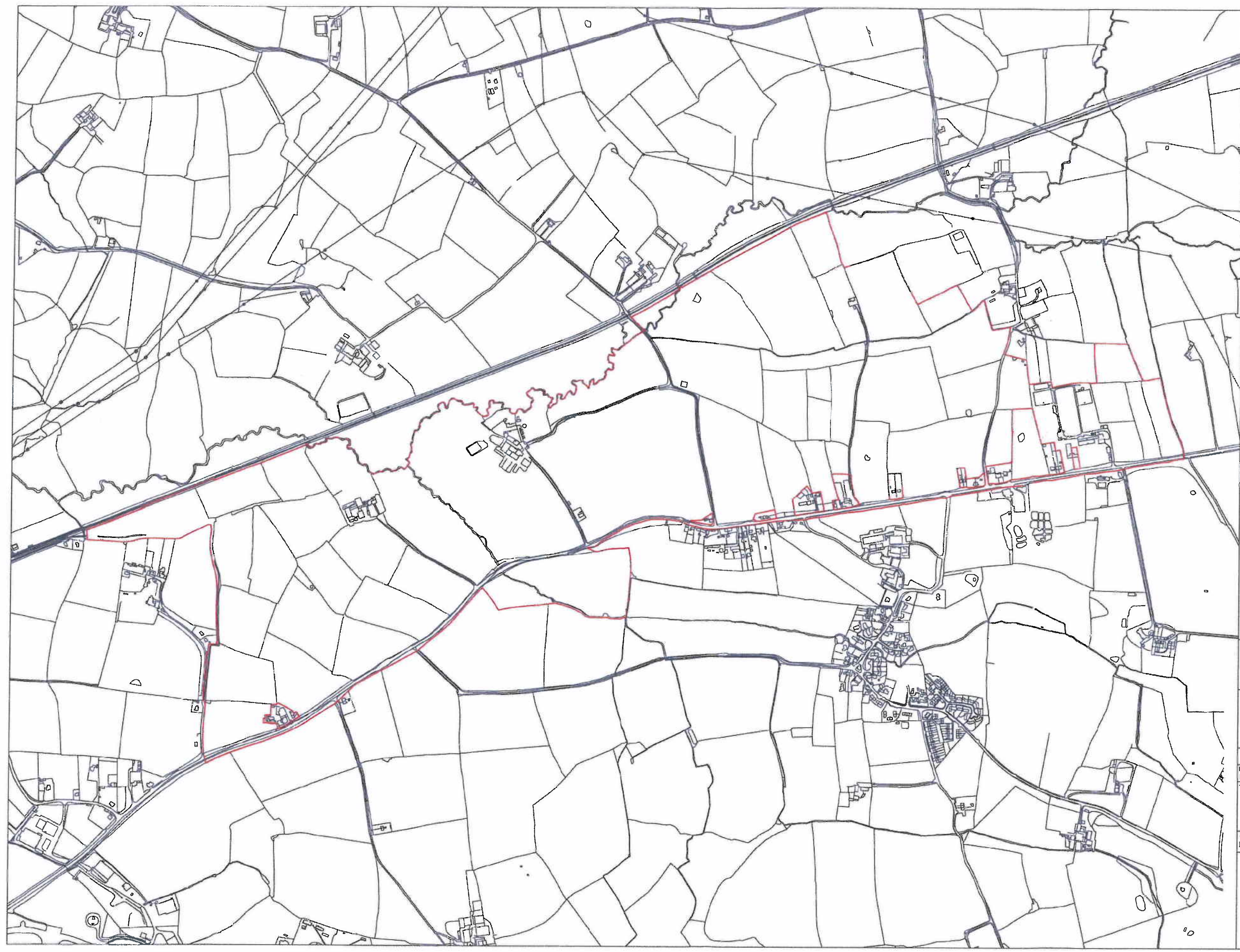
Pebble Beds Heath Special Area of Conservation and Special Protection Area

- 26.1 Prior to Commencement of Development the Owners shall submit to and have approved in writing by EDDC a methodology for undertaking Visitor Surveys to the Pebble Beds Heath SAC and SPA
- 26.2 Between June and September in the first year following Commencement of the Development the Owners shall carry out a Visitor Survey to the Pebble Beds Heath SAC and SPA in accordance with the agreed methodology and shall submit the results to EDDC as soon as reasonably practicable thereafter
- 26.3 Between June and September in the year following First Occupation of the 2000th Dwelling (or such earlier date as the Owners may agree with EDDC) the Owners shall carry out a Visitor Survey to the Pebble Beds Heath SAC and SPA in accordance with the agreed methodology and shall submit the results to EDDC as soon as reasonably practicable thereafter

Plans

1	Plan of the Land
2	Skypark Land
3	Ramp Metering Location of Queuing traffic
4	Footway Creation and Improvement Works Plan
5	J29 Works including Bus Lane
6	Main Local Route
7	Development Framework Plan
8	Off Site Development Land
9	Off Site Highway Landscaping
10	Pebble Beds Heath SPA
11	Street Scene Services Compound Plan
12	Plan showing general location of the Youth Centre Land
13	HGV Routing Plan
14	Education Campus
15	Crannaford Works and Footbridge Plan
16	Science Park Land
17	Station Road Improvement Works
18	Junction 30 Works
19	Land Ownership Details

"Plan 1"



KEY:
[Red Line] Planning Application Boundary

Rachel L Powell

REVISION LIST		
Revision	Details	Rev Date
A	Application Boundary Amended	03-11-08

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Date: Nov-06
Scale: 1:5000 @ A1
Title: East Devon New Community Amended Application Boundary November 2006

Drawn	Checked	Approved	Drawing Number	Revision
DG	RPB	NEF	WCN028/AA/005	A

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 **SKYPARK BOUNDARY**

☐ Head Office	Vandana Brown, Capital Gains, Essex Road Stevens Inst. Rd, Stevenage, Essex, SG1 7PW		
☐ South Office	Tim Andrew Clarke, 25 Plumtree Way Lain 1488 Inst. Rd., Leybridge, Cheshire, PL2 0E		
☐ North Office	Chris Thomas, Warwickshire, Warwick, CV39 1ED		
	<table border="0"> <tr> <td> Tel: 01454 820000 Fax: 01454 820001 Email: stevens@stevens.co.uk www.stevens.co.uk </td> <td> STEVENS GROUP 1300000000 </td> </tr> </table>	Tel: 01454 820000 Fax: 01454 820001 Email: stevens@stevens.co.uk www.stevens.co.uk	STEVENS GROUP 1300000000
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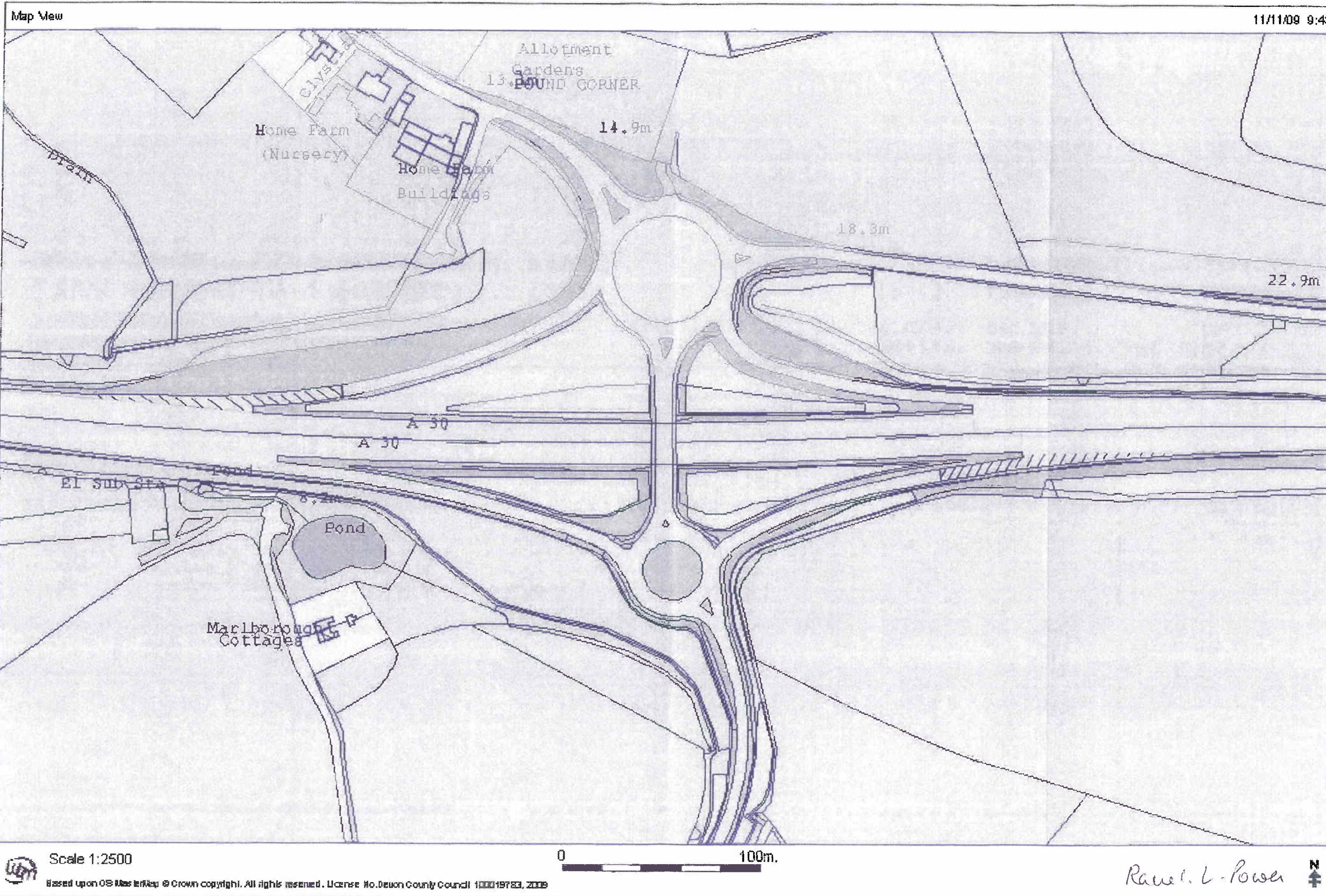
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4325

Drawing No.

H.151/COV.1

[illegible]



"Plan 4a"

DO NOT SCALE

1:2000 10m



TIE INTO ON SITE FACILITIES

CROSSING TO BE LOCATED AS FAR FROM EDGE OF FORMER A30 AS PRACTICAL

3.5m FOOTWAY MAINTAINED BY EXTENSION OF CULVERT

TIE INTO EXIST HORTON BYPASS FACILITIES

ROAD MARKING: CARRIAGEWAY 8m & FOOTWAY 2.75m. RESTRICTION OVER 68m.

TIE INTO EXISTING FOOTWAY FOR SHARED FACILITY

CROSSING TO BE DELINEATED OVER FULL WIDTH OF BELLMOUTH.

Rachel Power

REV	DATE	BY	DESCRIPTION	CHK	APP
B	01/12/04	NW	REDESIGNED AND HISTORICAL RECORDS	JL	ECM
A	25/04/04	GM	REDESIGNED	JL	ECM
REV	DATE	BY	DESCRIPTION	CHK	APP

PRELIMINARY



Landmark Court, Reville Road, Lough L11 8JT
Tel: +44 (0)113 395 6200 Fax: +44 (0)113 395 6201
http://www.wspgroup.co.uk

EAST DEVON NEW COMMUNITY PARTNERSHIP

DAVID LOCK ASSOCIATES

CRANBROOK NEW COMMUNITY

A30
PROPOSED PEDESTRIAN FACILITIES
SHEET 1

DATE	1/2000	BY	JL	CHK	ECM
PROJECT	20571-GA-02	DATE	01/01/02	BY	25/04/02
PROJECT	11030571	DATE	30/07/01	BY	B

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DO NOT SCALE

TIE INTO ON
SITE FACILITIES.

ROAD NARROWING OVER
476m CARRIAGEWAY
NARROWED TO PROVIDE
2.5m FOOTWAY/CYCLEWAY

ROAD NARROWING.
CARRIAGEWAY 5.5m
FOOTWAY 2.50m.
RESTRICTION OVER
102m.

CARRIAGEWAY TO
PROVIDE 2m WIDE
FOOTWAY/CYCLEWA

TIE INTO EXISTING
FOODWAY FOR

2nd SHARED USE
FACILITY

TIE INTO EXISTING
ON ROAD CYCLING

ROAD NARROWING,
CARRIAGEWAY 3.5m &
FOOTWAY 2.50m,
RESTRICTION OVER
102m

3

Rachel L. Power

C	01.12.06	NR	NETS UPDATED AND POSTCODE LOCATIONS UPDATED	JR
B	11.11.06	GM	UPDATED TO BRIDGE ONE TO THE OLDE BATHY JUNCTION	JR
A	15.04.06	GM	ROAD ISSUE	JR
MR	NR	NR	MEMORANDUM	NR

PRELIMINARY



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EAST DEVON NEW COMMUNITY PARTNERSHIP

DAVID LOCK ASSOCIATES

CRANBROOK NEW COMMUNITY

A30
PROPOSED PEDESTRIAN FACILITIES
SHEET 2

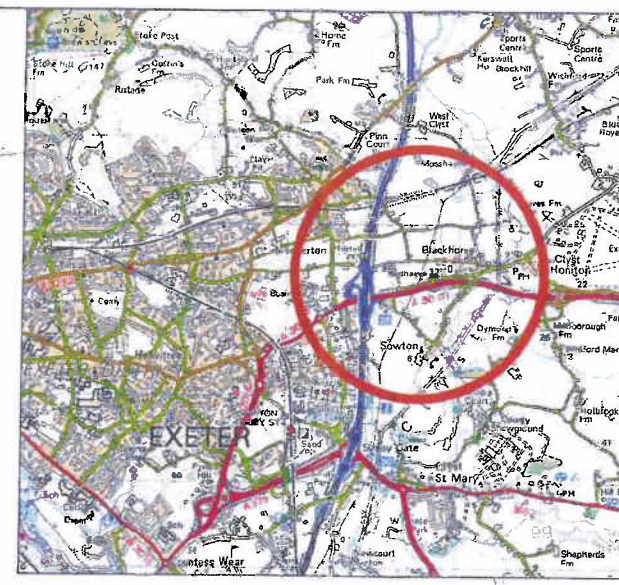
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PROJECT NO:	Drawn by:
11030571	30571/GA/03

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LOCATION PLAN
N15

REVISIONS					
no.	date	details	by	chkd	appd
A.	11/06/2008	FIRST ISSUE	MEH	MH	MY
B.	26/02/2009	KEY ADDED	MEH	GLD	

NOTES	
no.	details
KEY	
	RESURFACED EXISTING CARRIAGEWAY
	NEW CARRIAGEWAY CONSTRUCTION
	FOOTWAY/CYCLEWAY
	BUS LANE
	VERGE
	MAINTENANCE LAYBY
	EARTHWORKS CUTTING
	EARTHWORKS FILL
	FENCELINE
designed MH	produced MEH
checked MH	approved MY
scale(s) 1:2500 @ A1	date June 2008
ACAD file HPE91974A-J29-001.dwg	



Edward Chorlton
Director of Environment, Economy and Culture



JOB
EAST OF EXETER
M5 JUNCTION 29
PREFERRED SCHEME

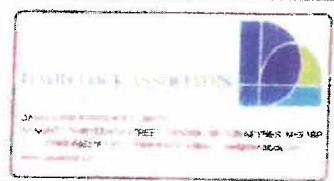
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LOCATION PLAN

drawing number
HPE91974A-J29-001 B

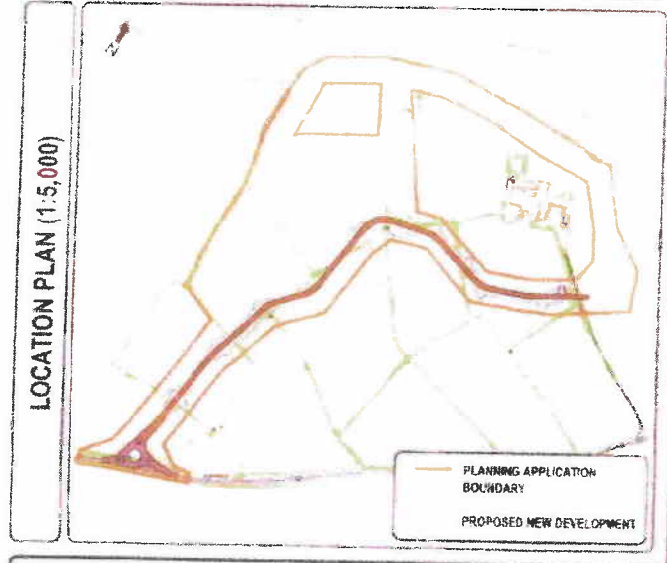
Russell L. Power

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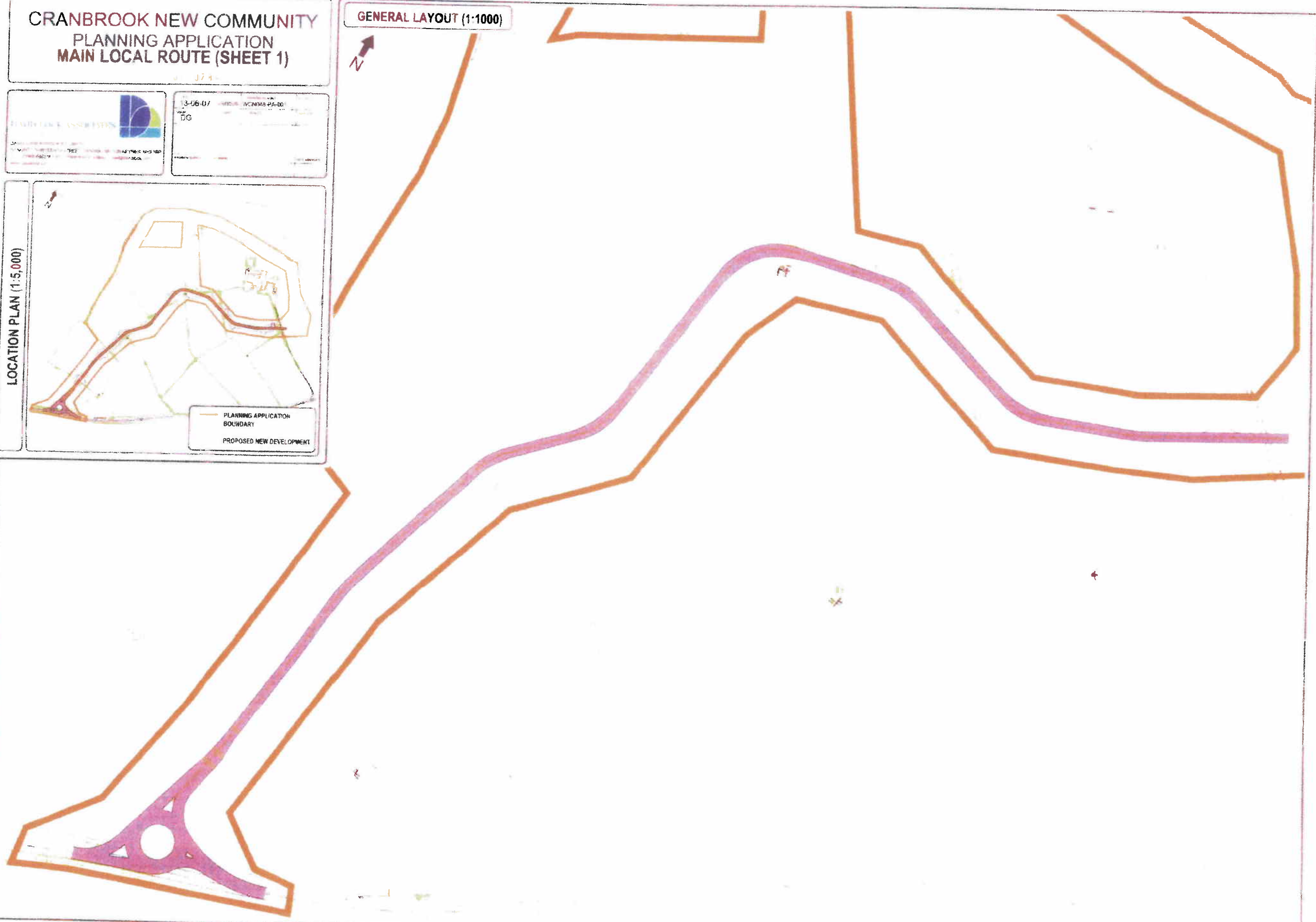
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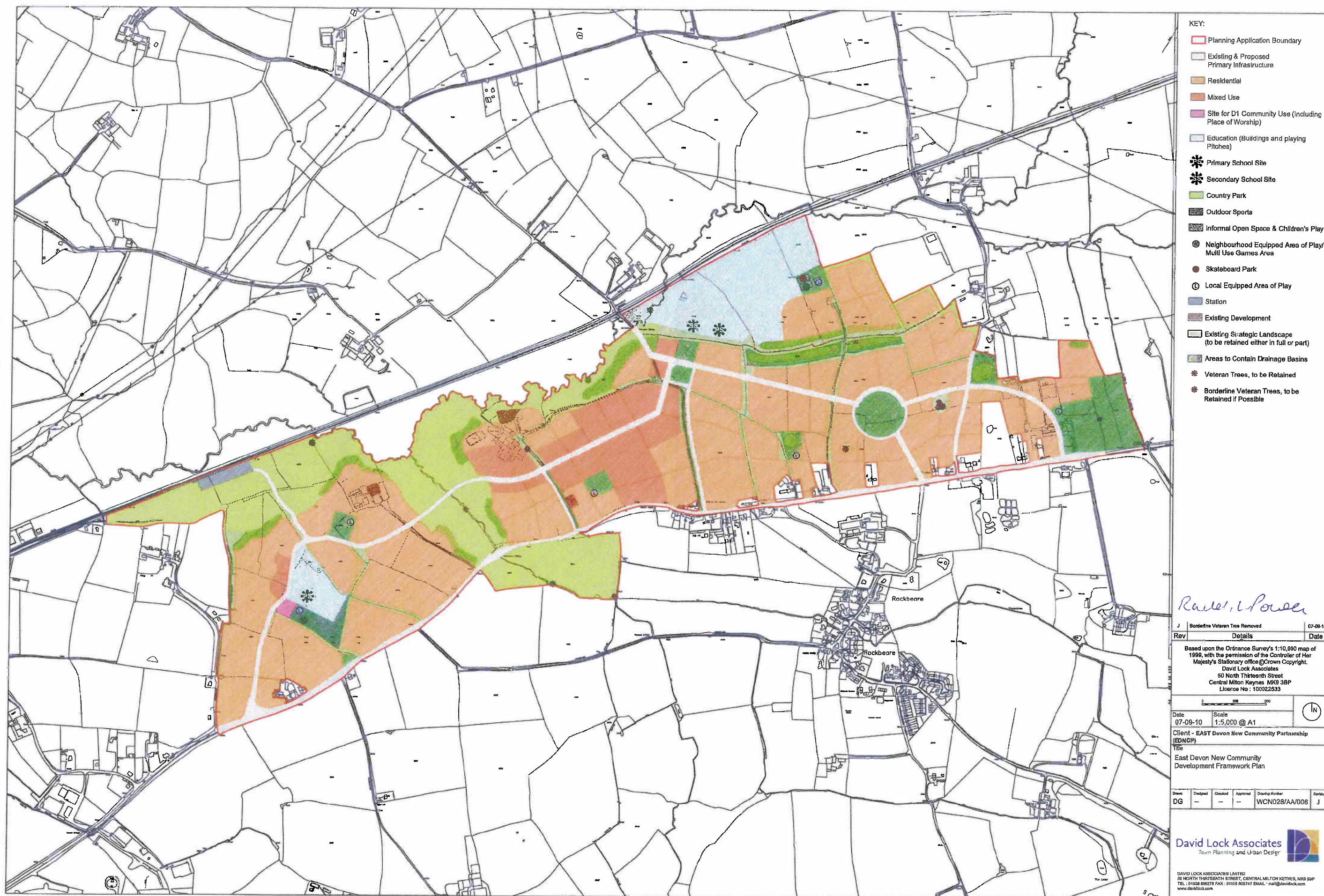
13-06-07
WCH008-PA-00
DG



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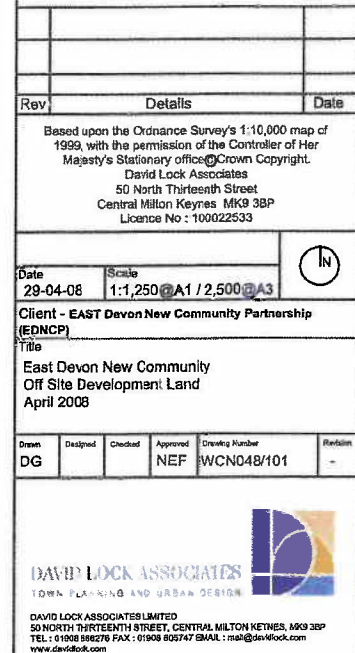


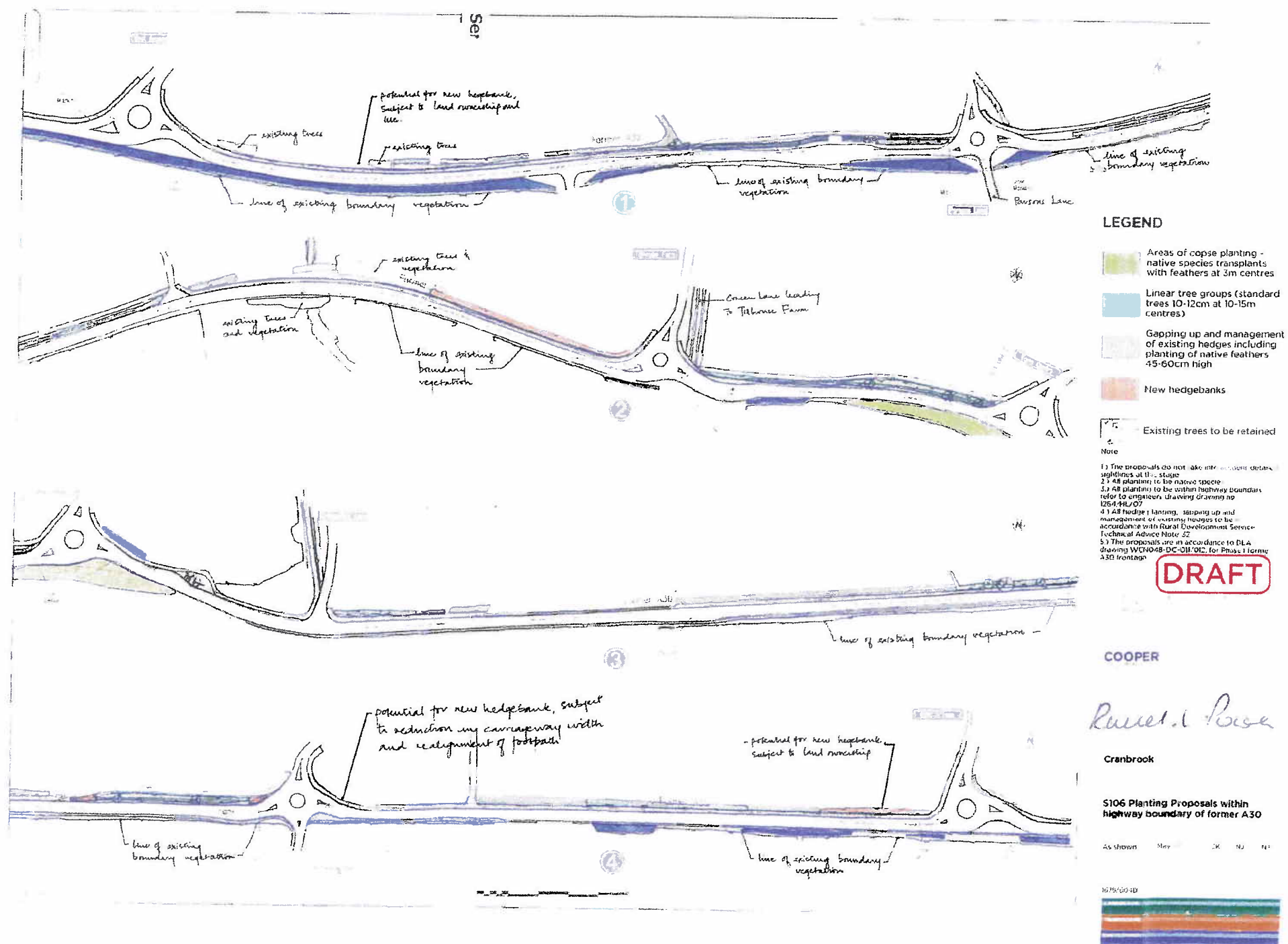
"Plan 7"



KEY:

 Off Site Development Land





Nature Conservancy Council for England
ENGLISH NATURE Special Protection Area

East Devon Heaths

 Special Protection Area
 — Site of Special Scientific Interest (if not coincident)

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 Latitude: 50:40:19N
 Area of Special Protection Area: 1119.94ha

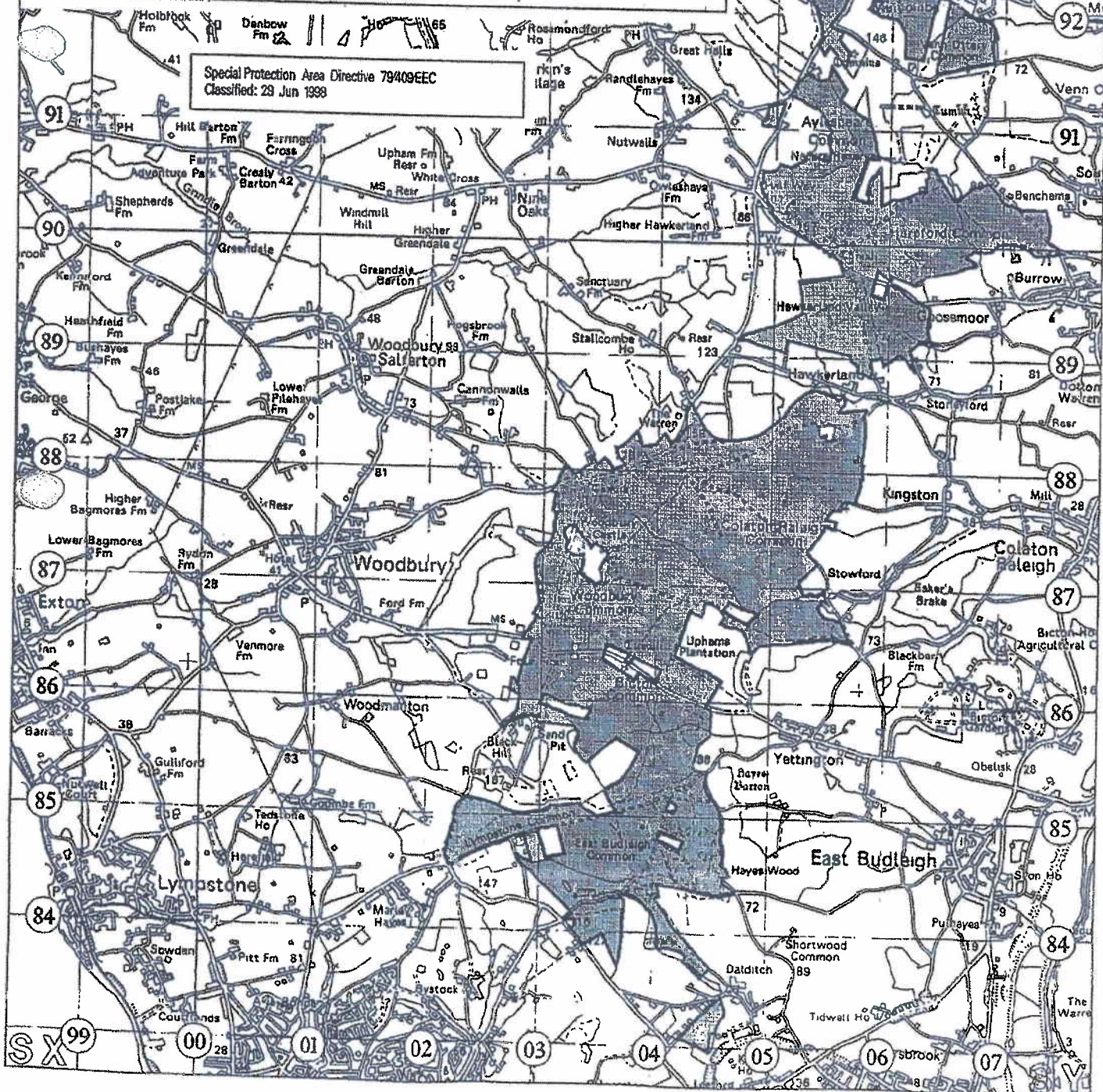
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 0 2 miles

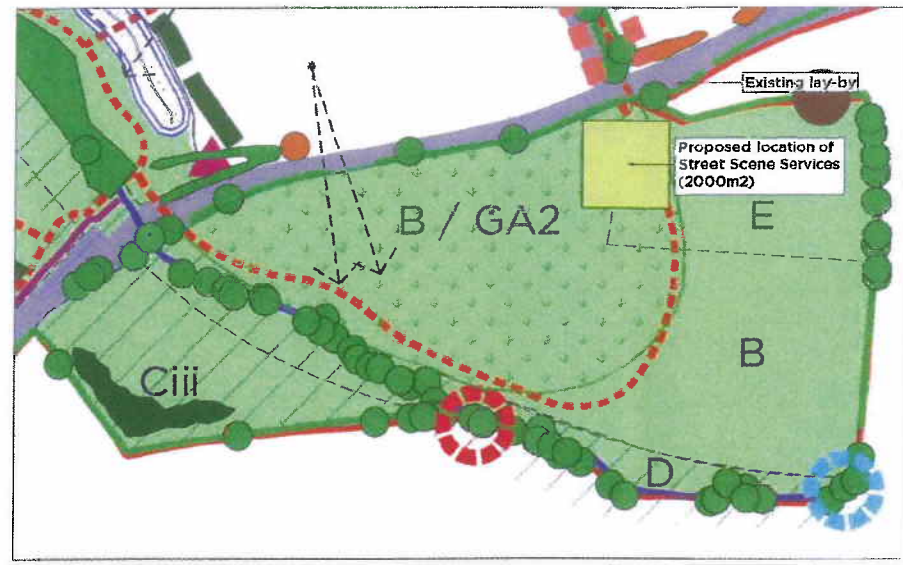
Map:1 of 1

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GID: 1007128
 AddDate: 17 Jun 1998
 Plotted: 19 Jun 1998 09:49
 Ref: 1007128/10251 01



Rachel & Poole



Photograph extract taken from Google Earth

- LEGEND**
- Site boundary
 - Town Park
 - Town square
 - Strategic Landscape Corridor
 - Sports Provision
 - Ecology Park
 - Country Park
- EXISTING/PROPOSED SITE FEATURES**
- Tree/Hedgerow to be retained in whole or in part
 - Tree/Hedgerow to be removed for Arboricultural Reasons
 - Tree/Hedgerow to be removed for development
 - Scrub vegetation to be removed for development
 - Tree avenue
 - Pleached trees
 - Stream Channel
 - Main local route
 - Existing footpath
 - Potential footpath linkage
 - Proposed footpath routes within development
 - Tree Copses to be planted
 - Existing Building to be retained
 - Existing Pond Feature to be retained
 - Minor semi-dry ponds to be retained
 - New Hedgebank or other agreed Landscape boundary treatments
 - Proposed Wildlife corridor
 - Green lanes to be retained
- DRAINAGE**
- Proposed surface water detention/ attenuation feature

Forbes-Laid
Arboricultural
Consultancy Ltd

ecology
hd

COOPER
PARTNERSHIP

Brookbanks
CONSULTANTS

CRANBROOK, EAST DEVON

PROPOSED LOCATION OF STREET
SCENE SERVICES

1:5000@A1 July 2010 LT NJ JC

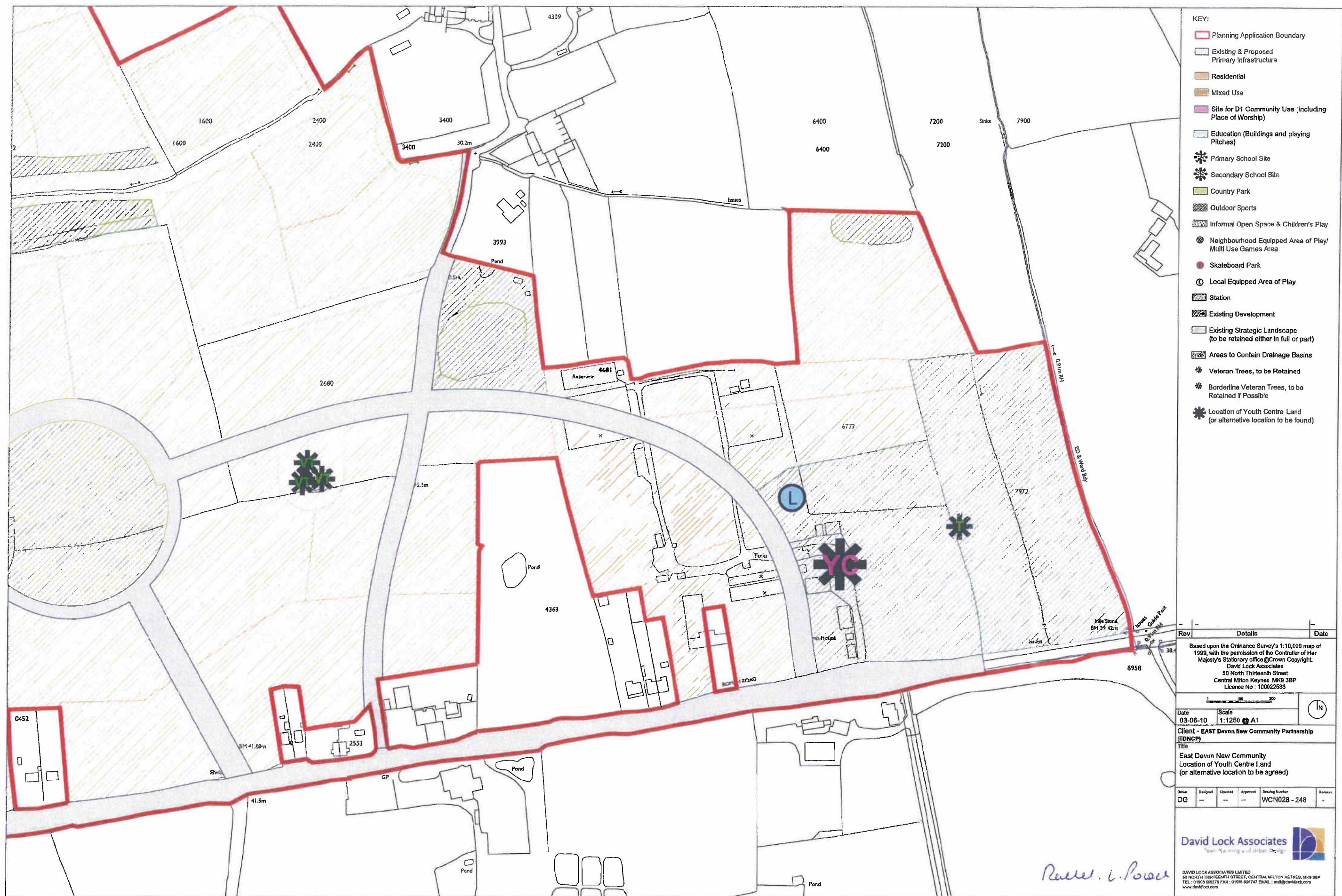
1679/SK-552

1:5000@A1

- IMPORTANT VIEWS**
- View on site
 - View of Rockbeare Church
 - View of Ashclyst Forest
 - View of Hillside above Pinhoe
 - View of Broadclyst Church
- COUNTRY PARK ZONES**
- Floodplain/Orchard Tree Planting
 - Rural Open Space
 - Ecology Zone: wetland strips
 - Ecology Zone: confluence
 - Ecology Zone: Wetland scrape
 - Stream Corridor
 - Woodland
 - Small Ponds
 - Grazing Areas (numbered GA1 - GA3)

- ECOLOGY**
- Location of active main badger sett
 - Location of inactive/disused badger setts
 - Location of active badger setts
 - Tree supporting a brown long eared bat roost
 - Building supporting a Pipistrelle bat roost
 - Location of trees with high potential to support roosting bats
 - Slow worms recorded
 - Bat flight lines
 - Wildlife Corridor
 - Veteran Trees, to be retained if possible
 - Borderline Veteran Trees, to be retained if possible

Russell C. Power



- KEY:
- Planning Application Boundary
 - Existing & Proposed Primary Infrastructure
 - Residential
 - Mixed Use
 - Site for D1 Community Use (including Place of Worship)
 - Education (Buildings and playing Pitches)
 - Primary School Site
 - Secondary School Site
 - Country Park
 - Outdoor Sports
 - Informal Open Space & Children's Play
 - Neighbourhood Equipped Area of Play/ Multi Use Games Area
 - Skateboard Park
 - Local Equipped Area of Play
 - Station
 - Existing Development
 - Existing Strategic Landscape (to be retained either in full or part)
 - Areas to Contain Drainage Basins
 - Veteran Trees, to be Retained
 - Borderline Veteran Trees, to be Retained if Possible
 - Location of Youth Centre Land (or alternative location to be found)

Rev	Details	Date
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2	Scale 1:1250 A1	
3	Client - EAST Devon New Community Partnership (EDNCP)	
4	East Devon New Community Location of Youth Centre Land (or alternative location to be agreed)	
5	Drawn DG	
6	Designed	
7	Checked	
8	Approved	
9	Drawing Number WCN028 - 248	
10	Revision	

Revised Power

Revised L. Frost

BROADCLYST



STATION ROAD

ROUTES ALONG WHICH HEAVY GOODS
VEHICLES ARE PROHIBITED

STATION ROAD

AIRPORT TERMINAL
ACCESS

MT

SKYPARK

C832

C93

ROUTES ALONG WHICH HEAVY GOODS
VEHICLES ARE PROHIBITED

CLYST HONITON

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County Council

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EX2 4QW

Telephone 01392 382000
Fax 01392 382342

DRAWING TITLE

Cranbrook

Rev	Date	Rev-Reason

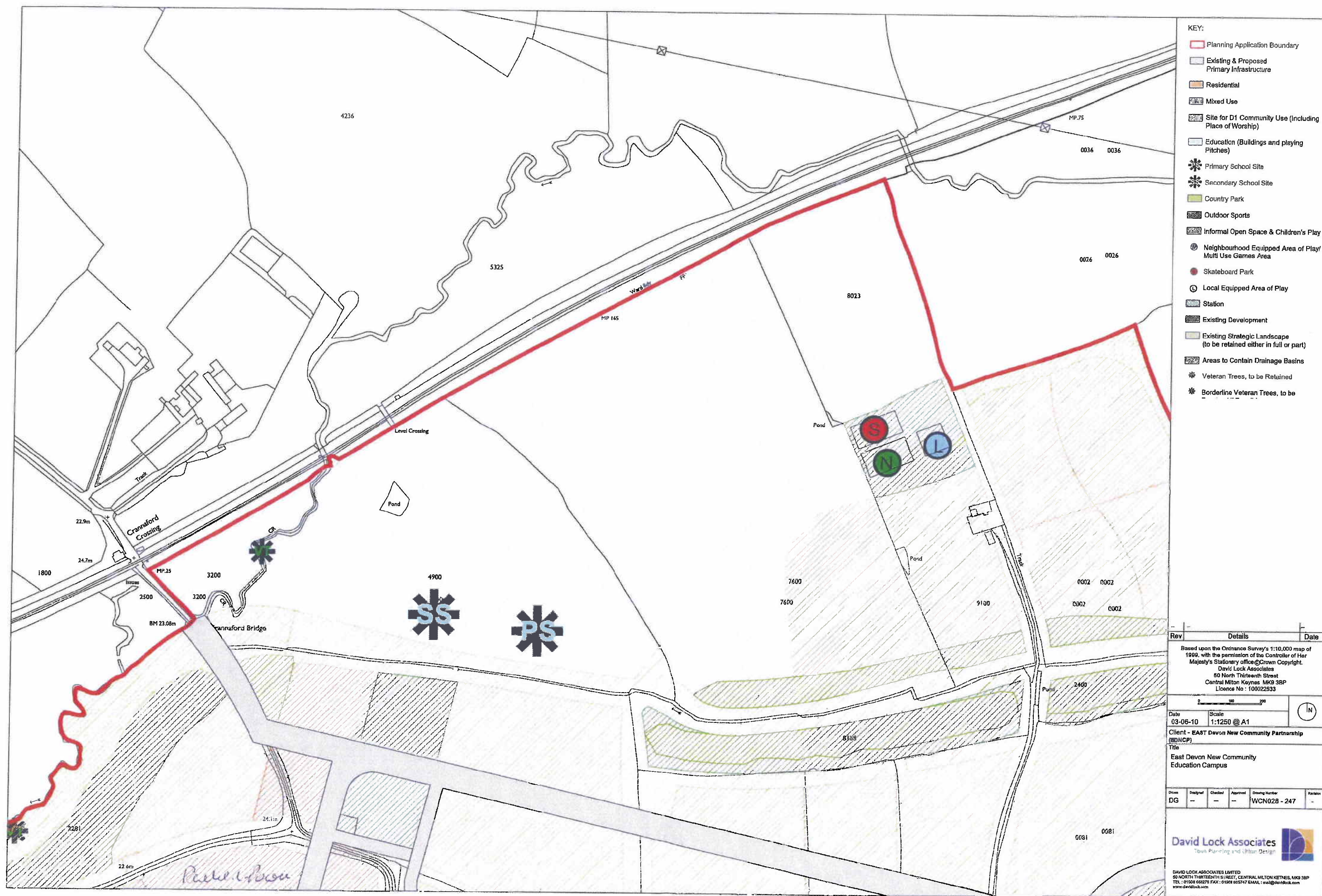
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Author	GT	Reviewed	AA
Drawn	DA	Date	July 2009
Scale	NTS		

Dwg. No. **04PN055/57 A**

1001170

"Plan 14"



- KEY:
- Planning Application Boundary
 - Existing & Proposed Primary Infrastructure
 - Residential
 - Mixed Use
 - Site for D1 Community Use (including Place of Worship)
 - Education (Buildings and playing Pitches)
 - * Primary School Site
 - * Secondary School Site
 - Country Park
 - Outdoor Sports
 - Informal Open Space & Children's Play
 - Neighbourhood Equipped Area of Play/ Multi Use Games Area
 - Skateboard Park
 - Local Equipped Area of Play
 - Station
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 - Existing Strategic Landscape (to be retained either in full or part)
 - Areas to Contain Drainage Basins
 - * Veteran Trees, to be Retained
 - * Borderline Veteran Trees, to be Retained

Rev	Details	Date
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Date: 03-06-10 Scale: 1:1250 @ A1

Client - EAST Devon New Community Partnership (EDNCP)

Title
East Devon New Community Education Campus

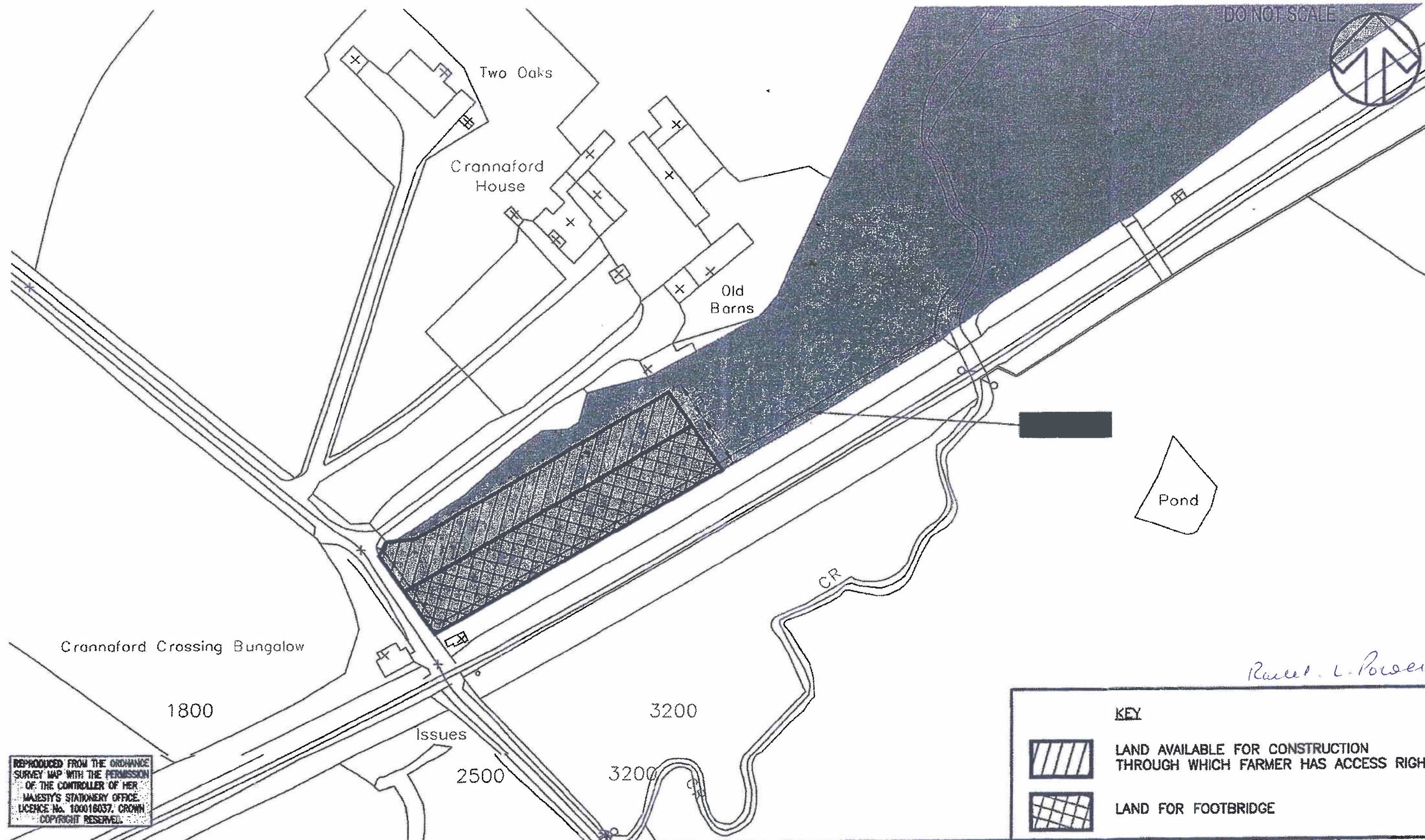
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DG	-	-	-	WCN028 - 247	-

David Lock Associates
Town Planning and Urban Design

DAVID LOCK ASSOCIATES LIMITED
60 NORTH THIRTEENTH STREET, CENTRAL MILTON KEYNES, MK9 3BP
TEL: 01908 562275 FAX: 01908 657477 EMAIL: mail@devildock.com
www.devildock.com

Plan 15

DO NOT SCALE



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Russell L. Power

KEY



LAND AVAILABLE FOR CONSTRUCTION
THROUGH WHICH FARMER HAS ACCESS RIGHT



LAND FOR FOOTBRIDGE

01/04/08	JJS	CONSTRUCTION LAND AMENDED	A/W	JP
31/03/08	A/W	WIDTH OF BRIDGE AREA ADDED	A/W	JP
31/03/08	TRB	EXTENT OF LAND OWNERSHIP UPDATED	A/W	JP
18/02/08	A/W	EXTENT OF LAND OWNERSHIP UPDATED FOOTBRIDGE AREAS ADDED	JP	JP
DATE	BY	DESCRIPTION	CHK	APP



Keble House, Southernhay Gardens, Southernhay East, Exeter, EX1 1NT
Tel: +44 (0)1392 267500 Fax: +44 (0)1392 267599
<http://www.wspgroup.com>

CURR:
EAST DEVON NEW COMMUNITY PARTNERS
ARCHITECT:

PROJECT:
CRANBROOK NEW COMMUNITY
TITLE:
LAND REQUIRED FOR
FOOTBRIDGE CONSTRUCTION

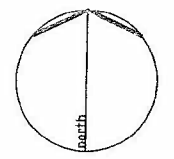
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CAD FILE: GA-104	DESIGN/OWNER: IHG	DATE: DECEMBER 2007
PROJECT No: 11030571	DRAWING No: 30571/GA/104	REV: E

FOR INFORMATION ONLY

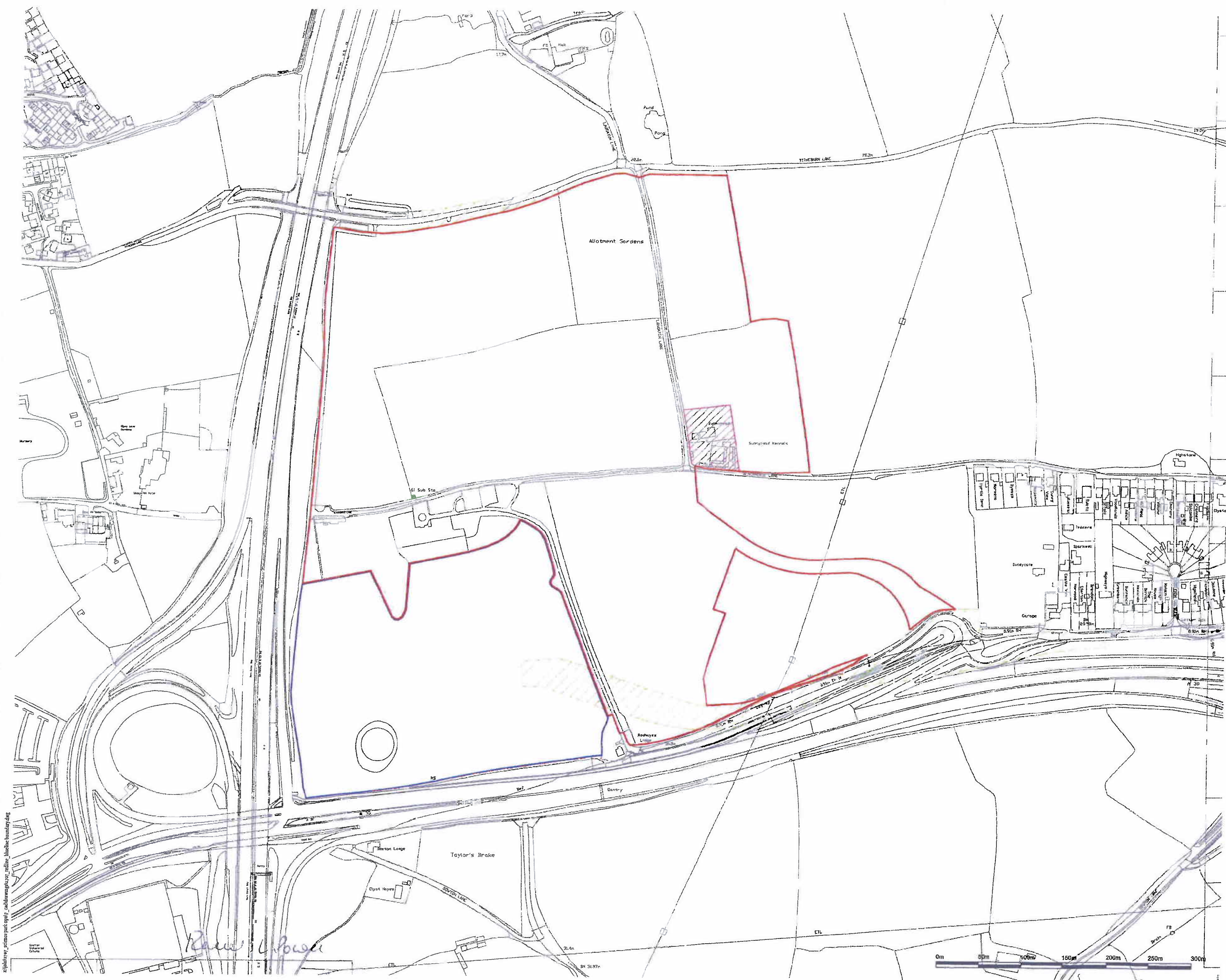
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"Plan 16"

LEGEND



- OUTLINE PLANNING APPLICATION BOUNDARY
- PROPOSED JUNCTION WORKS ON TITHEBARN LANE AND J28 LINK ROAD
- DEVON COUNTY COUNCIL OWNERSHIP BOUNDARY
- WESTON POWER DISTRIBUTION OWNERSHIP BOUNDARY
- SUNNYMEAD KENNELS OWNERSHIP BOUNDARY



REV.	DESCRIPTION	APP. DATE
------	-------------	-----------

LD&A DESIGN

PROJECT TITLE
Exeter Science Park

DRAWING TITLE
Site Application Boundary

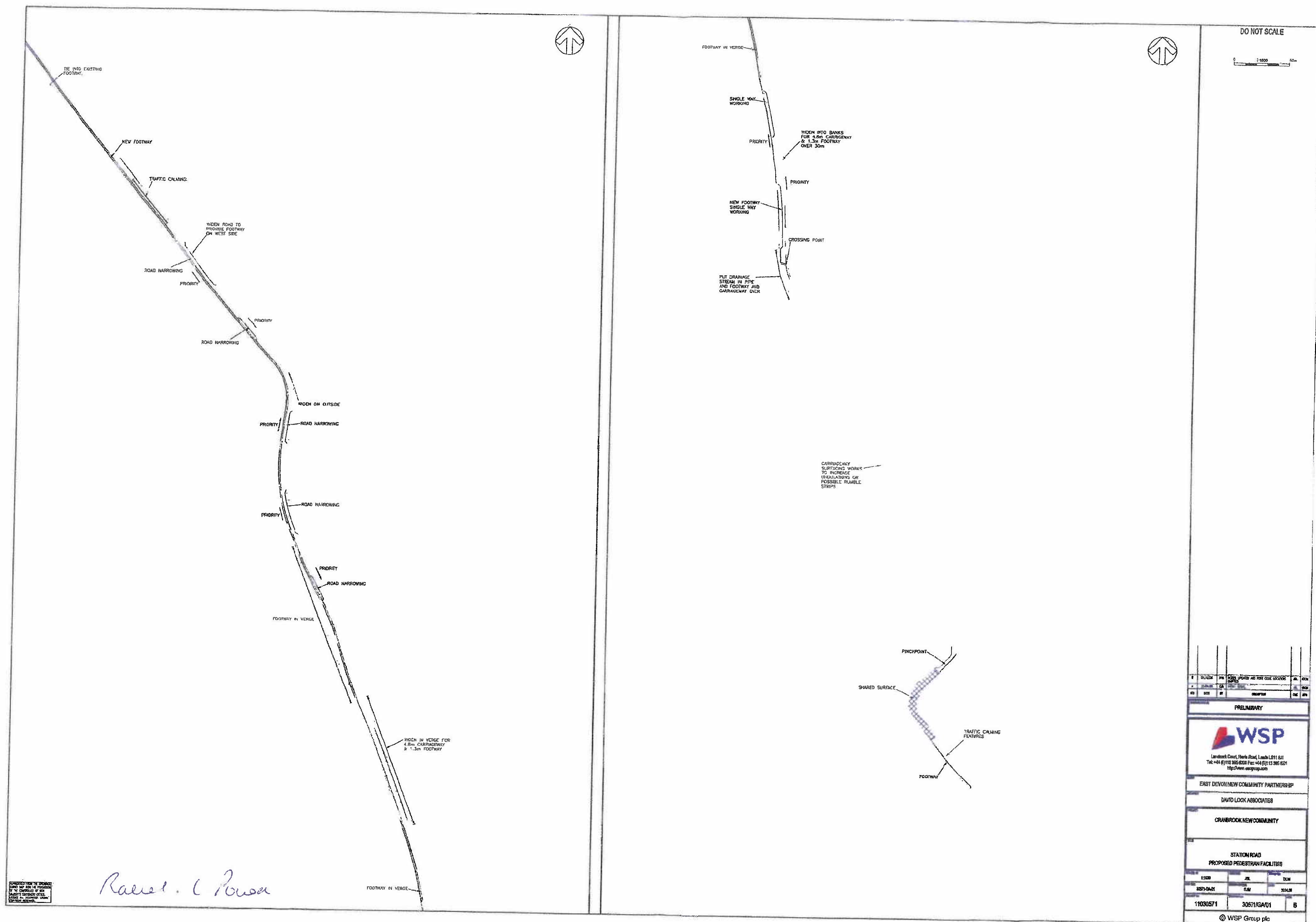
ISSUED BY	Exeter T 01392 260430		
DWG. NO	2707/001		
DATE	January 2020	DRAWN	GHD
SCALE@A1	1:2000	CHECKED	FO
STATUS	Planning	APPROVED	GHD

No dimensions are to be scaled from this drawing.
All dimensions are to be checked on site.
Area measurements for indicative purposes only.

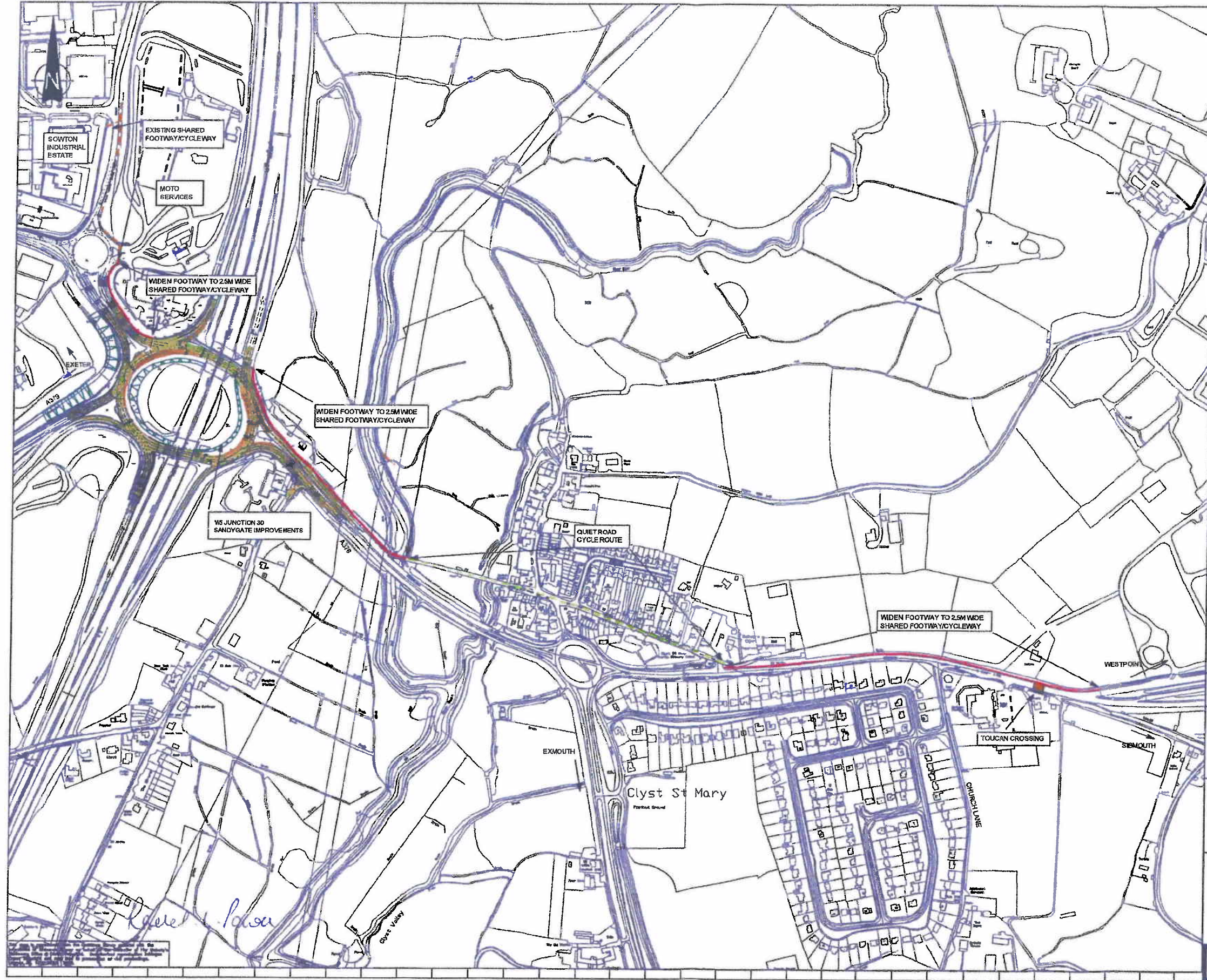
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"Plan 17"



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REVISIONS			
No.	date	details	by

NOTES	
no.	details

designed	produced	checked	approved
SH	CLD		
NIS 0 A3		13/11/2008	
HPE98149A-003.dwg			

Devon County Council

Edward Chorlton
Director of Environment, Economy and Culture

PARSONS BRINCKERHOFF

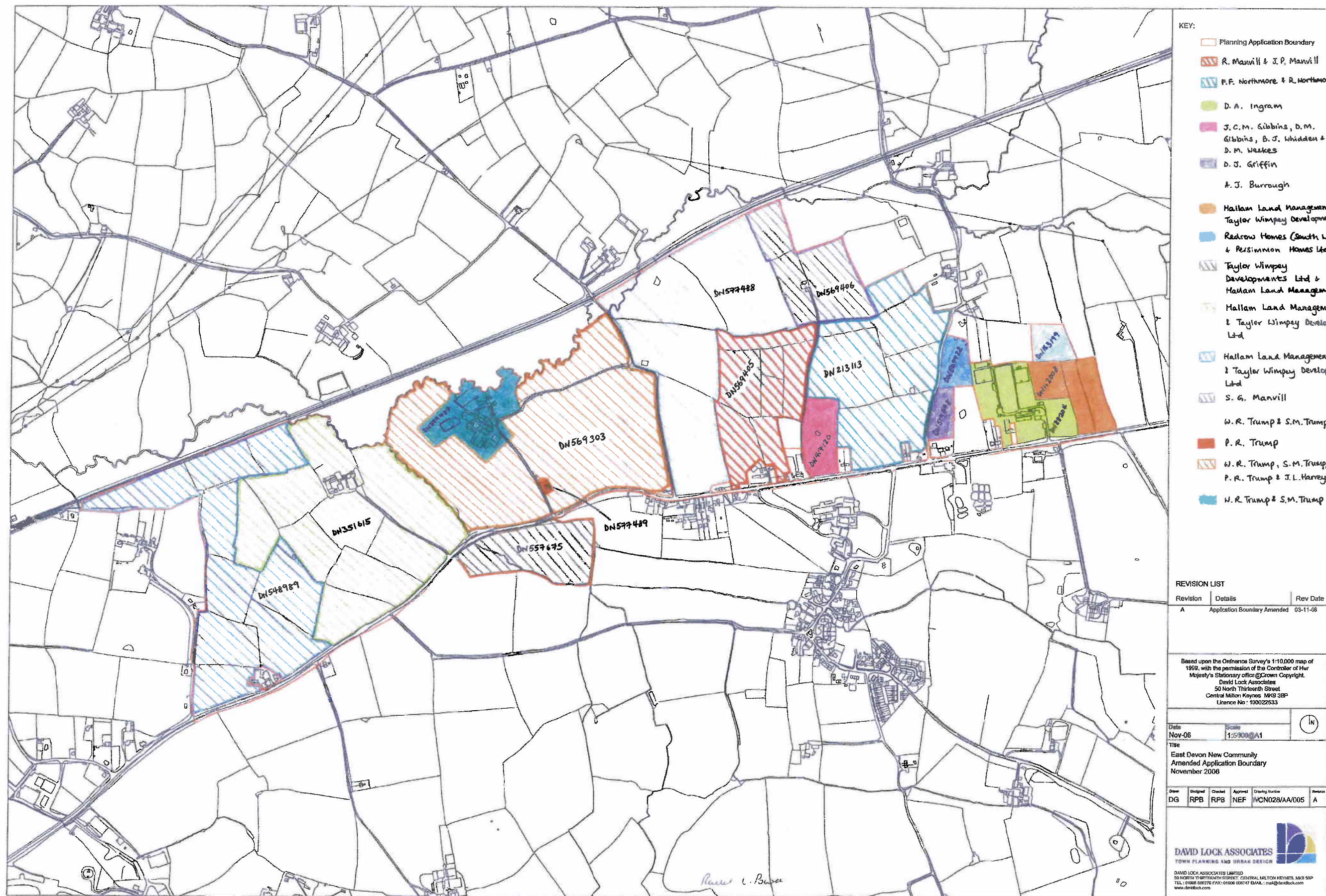
Parsons Brinckerhoff Ltd
The Forum, Bedford Road, Exeter, Devon, EX1 1QR
Tel: 44-(0)1392 229700 Fax: 44-(0)1392 229701

JOB **M5 JUNCTION 30 SANDYGATE**

DRAWING TITLE
COMMUNITY INFRASTRUCTURE FUND SCHEME PLAN

Dwg. No. **HPE98149A-003- A**

"Plan"



KEY:

- Planning Application Boundary
- R. Manvill & J.P. Manvill
- F.F. Northmore & R. Northmore
- D. A. Ingram
- J.C.M. Gibbins, D.M. Gibbins, B.J. Whidden & S.M. Weekes
- D.J. Griffin
- A.J. Burrough
- Hallam Land Management Ltd & Taylor Wimpey Developments Ltd
- Redrow Homes (South West) Ltd & Persimmon Homes Ltd
- Taylor Wimpey Developments Ltd & Hallam Land Management Ltd
- Hallam Land Management Ltd & Taylor Wimpey Developments Ltd
- Hallam Land Management Ltd & Taylor Wimpey Developments Ltd
- S. G. Manvill
- W.R. Trump & S.M. Trump
- P.R. Trump
- W.R. Trump, S.M. Trump, P.R. Trump & J.L. Harvey
- W.R. Trump & S.M. Trump

REVISION LIST

Revision	Details	Rev Date
A	Application Boundary Amended	03-11-08

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Date: Nov-06 Scale: 1:5000 A1

Title: East Devon New Community Amended Application Boundary November 2006

Drawn	Designed	Checked	Approved	Drawing Number	Revision
DG	RPB	RPB	NEF	MCN028/AA/005	A

DAVID LOCK ASSOCIATES
TOWN PLANNING AND URBAN DESIGN

DAVID LOCK ASSOCIATES LIMITED
50 NORTH THIRTEENTH STREET, CENTRAL MILTON KEYNES, MK9 3BP
TEL: 01908 568276 FAX: 01908 557147 EMAIL: mail@delock.com
www.delock.com

THE COMMON SEAL of)
EAST DEVON DISTRICT COUNCIL)
was affixed to this Deed in the presence)
of)

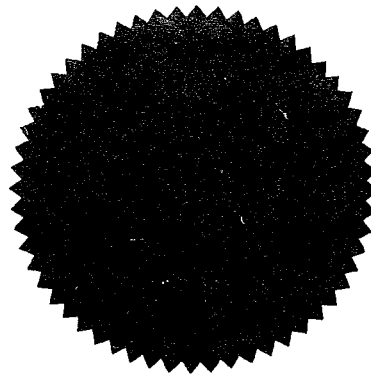


Rachel L Powell

18453

~~Chief Executive/Deputy Chief Executive/Head~~
of Legal, Licensing and Democratic Services

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



A handwritten signature in black ink, appearing to be 'M. Smith', written over a horizontal line.

County Solicitor/Assistant County Solicitor

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

in the presence of A. Solloway)
A. SOLLOWAY

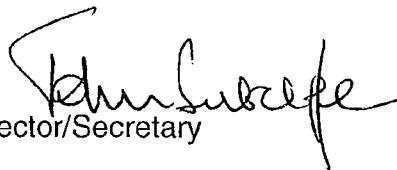
Taylor Wimpey UK Limited
Chase House
Park Plaza
Cannock
WS12 2DD

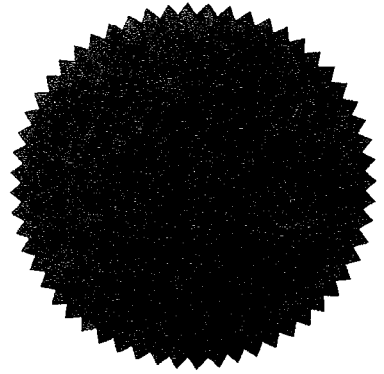
Signature

Signature

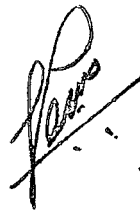
EXECUTED as a DEED by)
HALLAM LAND MANAGEMENT)
LIMITED acting by two directors or a)
director and the Secretary)


Director


Director/Secretary



EXECUTED as a DEED by)
PERSIMMON HOMES (SOUTH WEST))
LIMITED acting by its attorneys)
in the presence of)

 Simon Perkins

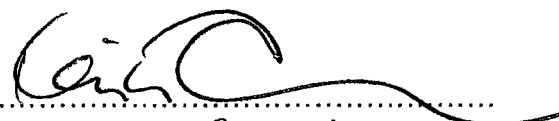

J.M. LIGHTHOTE.

Director

Director/Secretary

EXECUTED as a DEED by)
PERSIMMON HOMES (SOUTH WEST))
LIMITED acting by its attorneys)
in the presence of)

SIGNED as a DEED by)
as attorney for **REDROW HOMES**)
LIMITED in the presence of:-)

Signature of witness 
Name (in BLOCK CAPITALS) KEITH ANNIS
Address Redrow House West Point Acre Road
Bradley Stoke Bristol BS324QG

SIGNED as a DEED by)
as attorney for **REDROW HOMES**)
LIMITED in the presence of:-)

Signature of witness 
Name (in BLOCK CAPITALS) KEITH ANNIS
Redrow House West Point Acre Road
Bradley Stoke Bristol BS324QG

SIGNED as a DEED

by **WILLIAM RICHARD TRUMP**

in the presence of:-

Arja House
Carter Laydon
Exeter EX1 1RS

W. R. Trump

SIGNED as a DEED

by **SUZANNE MARY TRUMP**

in the presence of:-

in the presence of:-

John M. Magill
as above

S. A. Turg

SIGNED as a DEED

by **PHILIP RICHARD TRUMP**

in the presence of:-

in the presence of:-

 as above

Philip R. Thompson

SIGNED as a DEED

by JANET LOUISE HARVEY

in the presence of:-

In the presence of:-
Jatinder Singh
as above

Janet Harvey

SIGNED as a DEED

by MARGARET ROSEMARY

BURROUGH in the presence of:-

S. N. GREENWOOD

Margaret R. Burrough

HOLBROOK
YETMINSTER
SHERBORNE
DORSET

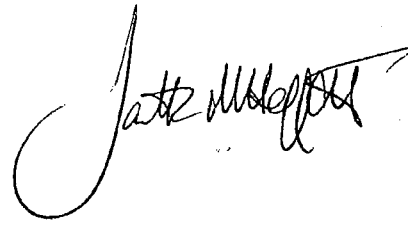
SIGNED as a DEED

by **JONATHAN MARK HOGGETT**

in the presence of:-



AS ABOVE

)
)
) 

SIGNED as a DEED

by **KEITH HOSKIN**

in the presence of:-

)
) 

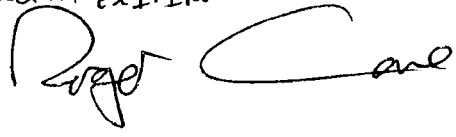
) Siân Lloyd 
Trainee Solicitor.
Stephens Scown Solicitors.
Curzon House
Southernhay West
Exeter, EX1 1RS.

SIGNED as a DEED

by **ROGER PERCY CARNE**

in the presence of:-

 Siân Lloyd.
Trainee Solicitor.
Stephens Scown Solicitors.
Curzon House.
Southernhay West
Exeter EX1 1RS

) 
)
)

SIGNED as a DEED

by **HELEN ELIZABETH BOWKER**

in the presence of:-



AS ABOVE

)
) Helen Bowker
)

SIGNED as a DEED

by **HELEN ELIZABETH BOWKER**

in the presence of:-



AS ABOVE

)
) Helen Bowker
)

SIGNED as a DEED
by KATIE JANE DOWN
in the presence of:-


AS ABOVE

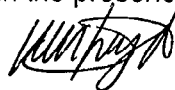
)
) 
)

SIGNED as a DEED
by MARGARET DIANE BARNES
in the presence of:-


AS ABOVE

)
) *MD Barnes.*
)

SIGNED as a DEED
by MARY ALISON ACKLAND
in the presence of:-

 As above.

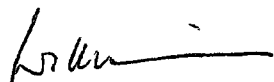
)
) *M. A. Ackland.*
)

SIGNED as a DEED
by STEVEN GEORGE MANVILL
in the presence of:-

) *Smwls*
)
) TRACYANN TREDDIE
SOLICITOR *[Signature]*

SIGNED as a DEED
by ALAN JOHN BURROUGH
in the presence of:-

) a/burrough
)
)


Solicitor
Estate

SIGNED as a DEED
by **DAVID JOHN GRIFFIN**
in the presence of:-

)
) *D.J. Griffin*
)

Elmer Davis
Kings Orchard
1 Queen Street
Bristol
Solicitor

SIGNED as a DEED

by JOHN CHARLES MARTIN

GIBBINS in the presence of:-

Witness

name

address

occupation

SIGNED as a DEED

by DAVID MARTIN GIBBINS

in the presence of:-

Witness J. M. M. Twose

name J. M. M. TWOSE

address 40 SACER RD, ST LEONARDS, EXETER EX11TA

occupation NURSE

SIGNED as a DEED

by BERYL JOYCE WHIDDEN

in the presence of:-

Witness Mark Andrew Pellon

name Mark Andrew Pellon

address 7 Barton Rise, Feniton Village, Honiton EX11 3HW

occupation Surveyor

SIGNED as a DEED

by DIANA MARY WEEKES

in the presence of:-

Witness C J Twose

name CHRISTINE J TWOSE

address Pilewell Farm, Chevithorne Tiverton EX16 7PY

occupation Administrator

SIGNED as a DEED

by RAYMOND MANVILL

in the presence of:-

ISABEL BRENDA DIVER
SOLICITOR

R.M.

R. Manvill.

SIGNED as a DEED

by JOYCE PATRICIA MANVILL

in the presence of:-

ISABEL BRENDA DIVER
SOLICITOR

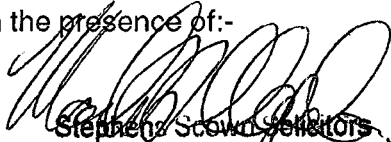
J.P.M.

J. Manvill.

SIGNED as a DEED)

by FREDERICK FORD NORTHMORE)

in the presence of:-)



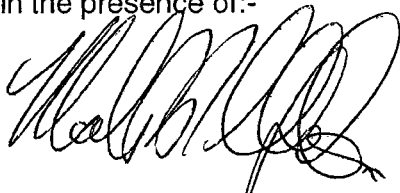
Stephens Scown Solicitors
Curzon House
Southernhay West
EXETER EX1 1RS

FF Northmore

SIGNED as a DEED)

by ROSE NORTHMORE)

in the presence of:-)



Stephens Scown Solicitors
Curzon House
Southernhay West
EXETER EX1 1RS

R Northmore

SIGNED as a DEED

by DAVID ASBURY INGRAM

in the presence of:-

) David R. Ingram
)

Shirley
Houston Jenson