DATED 24th NOVEMBER 2014

East Devon District Council (1)

and

Devon County Council (2)

and

Taylor Wimpey Developments Limited (3)

and

Hallam Land Management Limited (4)

and

Persimmon Homes Limited (5)

and

Bovis Homes Limited (6)

and

Sovereign Living Limited (7)

and

Westco Properties Limited (8)

and

Devon and Cornwall Housing Limited (9)

Deed of Variation

to an Agreement made under Section 106 of the Town and Country Planning Act 1990 dated 29 October 2010 made between East Devon District Council (1) Devon County Council (2) Taylor Wimpey Developments Limited (3) Hallam Land Management Limited (4) Persimmon Homes (South West) Limited (5) Redrow Homes Limited (6) the Owners (7) and Chargees (8) relating to land north of Rockbeare Devon (Cranbrook)

CERTIFIED AS BEING A TRUE COPY OF ORIGINAL
Principal Solicitor
26.11.14

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THIS AGREEMENT is made the 24th day of November 2014

BETWEEN:

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

(2) **DEVON COUNTY COUNCIL** of County Hall Topsham Road Exeter EX2 4QD ("DCC")

(3) **TAYLOR WIMPEY DEVELOPMENTS LIMITED** whose registered office is at 80 New Bond Street London W1S 1SB ("Taylor Wimpey")

(4) **HALLAM LAND MANAGEMENT LIMITED** whose registered office is at Banner Cross Hall Sheffield S11 9PD ("Hallam")

(5) **PERSIMMON HOMES LIMITED** whose registered office is at Persimmon House Fulford York YO1 4RE ("Persimmon")

(6) **BOVIS HOMES LIMITED** whose registered office is at The Manor House North Ash Road New Ash Green Longfield Kent DA3 8HQ ("Bovis")

(7) **SOVEREIGN LIVING LIMITED** whose registered office is at Woodlands 90 Bartholomew Street Newbury West Berkshire RG14 5EE ("Sovereign") - 26400R

(8) **WESTCO PROPERTIES LIMITED** whose registered office is at The Mount Paris Street Exeter Devon EX1 2JZ ("Westco")

(9) **DEVON AND CORNWALL HOUSING LIMITED** whose registered office is at 72 Paris Street Exeter Devon EX1 2JZ ("DCH")

NOW THIS DEED WITNESSES AS FOLLOWS:

1 BACKGROUND

This Deed is supplemental to and varies an agreement dated 29 October 2010 made under section 106 of the Act section 111 of the Local Government Act 1972 and section 2 of the Local Government Act 2000 and the Highways Act 1980 between East Devon District Council (1) Devon County Council (2) Taylor Wimpey Developments Limited (3) and Hallam Land Management Limited (4) Persimmon Homes (South West) Limited (5) Redrow Homes Limited (6) the Owners (7) and the Chargees (8) relating to land north of Rockbeare Devon (Cranbrook)

2 RECITALS

2.1 EDDC is the Local Planning Authority for the purposes of the Act for the district within which the Land is situated

2.2 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 1970

for the area within which the Land is situated

2.3 This Deed is to vary the Principal Agreement (as defined herein)

2.4 This Deed is made in accordance with section 106 and 106A of the Act section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011

2.5 The Cranbrook New Community Partners have made an application for the Second Planning Permission. EDDC has resolved to grant planning permission subject to the creation of appropriate planning obligations to control the use of land and the manner in which the development would be carried out

2.6 The land to which the Second Planning Permission relates is within the wider area of the Land which received outline planning permission for 2,900 dwellings on 29 October 2010 under the Planning Permission. The Principal Agreement controls the use of land and the manner in which development is to be carried out on that Land. In order to efficiently control development under both the Planning Permission and the Second Planning Permission EDDC has resolved to vary and supplement the existing planning obligations relating to the Planning Permission thereby creating a single agreement controlling the use of land and the manner in which development is to be carried out on the Land under both the Planning Permission and the Second Planning Permission

2.7 The parties hereto have agreed to enter into this Deed to vary the terms of the Principal Agreement in light of the Second Planning Application and the purpose of this Deed is to create and vary planning obligations

3 INTERPRETATION AND DEFINITIONS

3.1 In this Deed unless the context otherwise requires words and expressions shall have the same meanings as those assigned to them in the Principal Agreement:

"Principal Agreement" means the agreement dated 29 October 2010 made under section 106 of the Act between East Devon District Council (1) Devon County Council (2) Taylor Wimpey Developments Limited (3) and Hallam Land Management Limited (4) Persimmon Homes (South West) Limited (5) Redrow Homes Limited (6) the Owners (7) and the Chargees (8) relating to land north of Rockbeare Devon (Cranbrook) and including Deeds of variation dated 26 November 2013

3.2 Words denoting one gender shall include all genders and words denoting persons shall include firms and corporations and vice versa

3.3 References to any party in this Deed shall include that party's successors in title and assigns

3.4 References to a body exercising statutory powers and/or functions in this Deed shall unless otherwise specified include any successor in function

3.5 Every covenant in this Deed 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

3.6 References to any statute or statutory provision include a reference to:

(a) that statute or statutory provision as from time to time amended extended re-enacted or consolidated and

(b) all statutory instruments or orders made pursuant to it

3.7 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 Deed

3.8 The headings in this Deed are inserted for convenience only and shall not affect the construction or interpretation of this Deed

3.9 Except as otherwise provided in this Deed the provisions of the Principal Agreement shall remain in full force and effect

4 CONDITIONALITY

4.1 Clauses 4 5 7 and 8 and paragraphs 1.31 to 1.40 3.30 9.2 15.5 and 28.2 of schedules 1 2 6 7 and 16 respectively all of Schedule 3 and 18 shall take effect on the date of this Deed and any other provisions needed to interpret and give effect to those clauses shall take effect upon the date of this Deed

4.2 Save as provided for in clauses 4.1 this Deed is conditional upon the grant of the Second Planning Permission and the Commencement of the Development of the Second Planning Permission

4.3 If the Second Planning Permission expires without Commencement of the Development of the Second Planning Permission or is quashed as a result of any legal proceedings in the Courts or is revoked without the consent of the Owners this Deed shall cease to have effect and any obligations that have been complied with (whether by payments of money or in kind) shall be used so far as reasonably practical to do so to offset the liability of the Owners to obligations under the Principal Agreement mutatis mutandis or where there is no corresponding obligation under the Principal Agreement the funds shall be returned to the Owners and for the avoidance of doubt the provision of an Affordable Rented Dwellings shall equate to the provisions of a Social Rented Units under the Principal Agreement

4.4 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission other than the Planning Permission or the Second Planning Permission granted after the date of this Deed 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 Deed and the Principal Agreement apply to any such subsequent grant of planning permission

5 ENFORCEMENT

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

6 VARIATION

The parties hereto agree and confirm that the terms of the Principal Agreement shall be amended as follows:

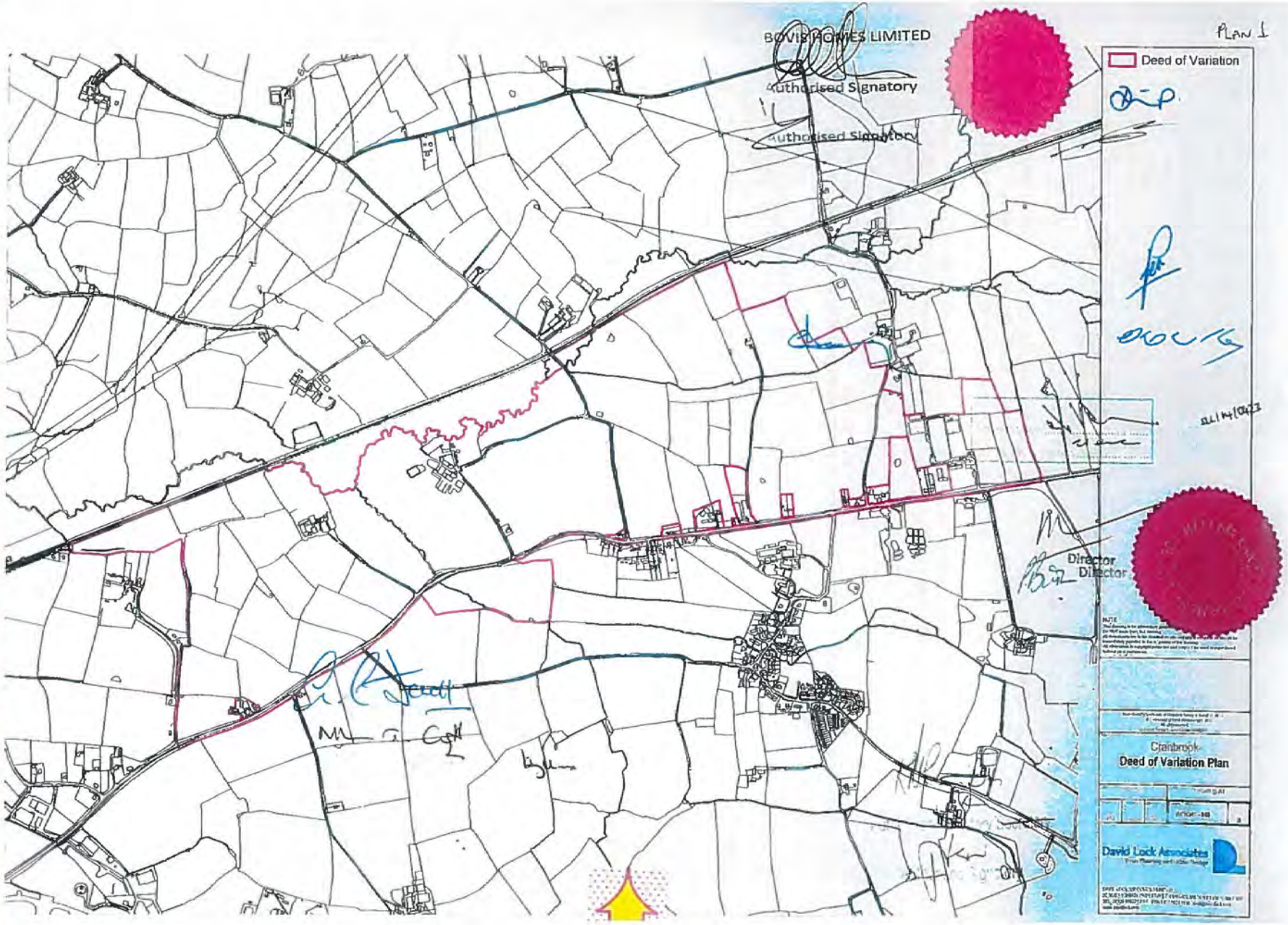
6.1 The following definitions contained in clause 3 (*Definitions)* of the Principal Agreement shall be amended as follows:

"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 including the Social Rented Units the HomeBuy Units and the Affordable Rented Dwellings
"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 within a building together with associated parking servicing and outdoor space
"Community Development Worker Contribution"	means sums of £10,000 (Ten Thousand Pounds) £15,000 (Fifteen Thousand Pounds) £40,000 (Forty Thousand Pounds) £40,000 (Forty Thousand Pounds) £35,000 (Thirty Five Thousand Pounds) (total £140,000) (One Hundred and Forty Thousand Pounds) each sum being Index Linked to the date of its payment to be paid to EDDC in instalments in accordance with Schedule 18 towards the costs incurred by EDDC in securing the services of the Community Development Worker
"Crannaford Crossing Works"	means works to improve the Crannaford Crossing by either upgrading the existing half barrier crossing and/or 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 and/or such other scheme or works as may be agreed between NRIL and DCC

"Designated Person(s)"	means a person or family who is: (a) registered on the Common Housing Register and who is in Housing Need; or (b) who has been identified by the Registered Provider as in Housing Need and who conforms with the Registered Provider's selection criteria
"Detailed Approval"	means either approval of reserved matters or a planning permission granting approval of the details required in respect of the Development 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 and for the avoidance of doubt the Second Planning Application and Permission shall be considered a Detailed Application and Approval for the purposes of this Agreement
"Development"	means the development of the Land in accordance with the Planning Permission and the Second Planning Permission
"Dwelling"	means a dwelling constructed or to be constructed on the Land pursuant to the Planning Permission or the Second Planning Permission
"LEAPs"	means seven 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
"**Mobile Library Contribution**"	means the annual sum of £10,000 (Ten Thousand Pounds) Index Linked payable to DCC in accordance with paragraphs 19.1 and 19.2 of Schedule 19 as a contribution towards the cost of providing a mobile library service (or other temporary library facilities) to the Land

"New Community Officer"	means a Senior Planning Officer (or an employee of at least equivalent grade) employed by EDDC whose salary including costs amounts to £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 six year period including the cost of recruitment of the New Community Officer which shall be paid in six equal instalments by the Owners to EDDC for the cost of employing the New Community Officer for a six year period
"Nominations Agreement"	Means an agreement to be entered into in the form attached at Appendix 23 (unless otherwise agreed between the relevant parties in respect of the 587 Phase) between EDDC ECC and a Registered Provider (as appropriate) such agreement to contain the procedures for nominating Designated Persons to the RP Units
"Plan 1"	means the drawing number WCN 048-343- RevB which shows the Land and which is marked as Plan 1
"Phase"	means any one of the three parcel groups (together with the associated open space and infrastructure) as set out in the Phasing Strategy and where appropriate shall include related highways and public realm areas that are provided as part of such Phase
"Premises"	means each of the following: • Health and Wellbeing Land • Country Park and Nature Reserve • Country Park Resource Centre • Street Scene Services Compound • Youth Facilities • Library Facilities • Town Council Facilities • Church Worker Residential Accommodation • Multi-Purpose Building • First Primary School Site and First Primary School • Place of Worship Land • Police Station Land • Railway Station Land • Education Campus • Public Convenience Building (if not located in a commercially provided building) • Ambulance Land • Children's Centre Facilities and Children's Centre Land • Extra Care Land • Changing Rooms

"Public Transport Interchange Contribution"	means the sum of £40,000 (forty thousand pounds) Index Linked towards the cost of any of the following: (a) Improving the bus stop facilities at Honiton Road Park and Ride (b) 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 (c) Works to or the maintenance of the Railway Station
"Questionnaire"	means a questionnaire drawn up in conjunction with DCC each time after the First Occupation of 1000 1500 2200 2900 3450 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 railway station and access road and associated facilities including the following: • A single rail platform of sufficient length to serve a nine car train • Station forecourt • Rail passenger shelters • Platform lighting and CCTV • Signalling equipment • Rail ticket machines • Real time train time information • New rail boundary fencing • One hundred and thirty-five (135) car parking spaces including eight (8) disabled spaces and fourteen (14) pick/drop off spaces • Motorcycle parking • Bus passenger shelters • Dedicated public transport loop with bus stop and taxi stand • A rail/road access point and rail maintenance area • Station access road footway and footway/cycleway • Secure lockable and weatherproof cycle parking • Street lighting and CCTV • Landscaping
"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 Affordable Rented Dwellings and/or the HomeBuy Units to the Registered Provider(s)
"RP Units"	means the Social Rented Units, the Affordable Rented Dwellings and the Homebuy Units as appropriate in respect of any Phase or Sub-Phase


BOVIS HOMES LIMITED
Authorised Signatory
Authorised Signatory
PLAN 1
Deed of Variation
Director
Director
Cranbrook
Deed of Variation Plan
David Lock Associates

"Sub-Phase"	means part of any Phase of the Development in relation to which Detailed Approval has been sought and (with the exception of the 587 Dwelling Phase) shall include no more than three hundred (300) Dwellings and where appropriate any highways or public realm areas to be delivered as part of such Sub-Phase
"Sports Pitch Land"	means 7.3 hectares of Serviced Land (which for the avoidance of doubt will not be part of the Education Campus) for the provision of the Sports Pitches and Allotments
"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 of the Sports Pitches and which shall include details of the sports pavilion Changing Rooms flood lighting ancillary buildings drainage maintenance and car parking provision which for the avoidance of doubt shall include provision of an all weather pitch
"Target Rent"	means rent on an assured tenancy or assured shorthold tenancy at a rent level not more than the Homes and Communities Agency guideline target rents recommended for the area and the type of accommodation (as may be set from time to time through the National Rent Regime) and which shall apply to the rental element of a HomeBuy Unit
"Temporary Youth Facilities Contribution	means the sum of £42,000 (Forty Two Thousand Pounds) Index Linked to be paid to DCC towards the cost of temporary youth facilities to be located on the Land in a location or locations to be agreed between EDDC (in consultation with DCC) and the Owners
"Town Centre"	means an area within the Land on which a mixed use development shall be developed including but not limited to: • uses within Class A of the Use Classes Order 1987 (as amended) which shall deliver retail floorspace • uses within Class B1 of the Use Classes Order 1987 (as amended) which shall deliver B1 units (including one unit of up to 4000 square metres) • residential units all of which shall be in accordance with the Town Centre Design Code and this Agreement

"Town Centre Design Code"	means a code identifying the number type disposition and phasing of the Town Centre Buildings structures and uses which shall be in accordance with the phasing guidance contained within the Employment and Retail Strategy and the Strategic Design guidance and which shall contain relevant details of the proposals for the Town Centre
"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
"Town Council Contribution"	means a sum of £50,000 (Fifty Thousand Pounds) Index linked payable in accordance with the provisions of paragraph 32.2 of Schedule 32
"Town Council Reorganisation Contribution"	means a sum of £5,000 (Five Thousand Pounds) Index Linked payable in accordance with paragraph 32.1 of Schedule 32 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
"Transfer"	means either: (a) a transfer of the freehold interest of the Premises to EDDC or DCC or another party or organisation as may be agreed between EDDC DCC and the Owners (as the case may be) which shall be for a consideration of £1 (one pound) 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)
"Youth Facilities Land"	means a total of 0.2 hectares of Serviced Land for the provision of Youth Facilities or other social and community uses
"Youth Worker"	means a person or persons to be employed or commissioned by DCC or an alternative organisation that provides youth services as agreed by the Owners and 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 or commissioning a Youth Worker payable to DCC towards the costs of providing a Youth Worker to service the Development

6.2 The following definitions contained in clause 3 (*Definitions)* of the Principal Agreement shall be deleted as follows:

- "Country Park and Nature Reserve Specification and Management Plan"
- "Health and Wellbeing Complex"
- "Permanent Library and Town Council Offices Land"
- "Railway Station Contribution"
- "Railway Station Design Contribution"
- "Town Council Offices"
- "Travel Plan Coordinator"

6.3 The following definitions shall be inserted into clause 3 (*Definitions*) of the Principal Agreement:

"587 Dwelling Affordable Mix"	means the mix of tenure for the Affordable Housing in the 587 Dwelling Phase which shall be as follows: (i) 103 of the Dwellings in the 587 Dwellings Phase shall be Affordable Rented Dwellings (ii) 44 of the Dwellings in the 587 Dwellings Phase shall be HomeBuy Units
"587 Dwelling Phase"	The development comprised in the Second Planning Permission and to be carried out on the part of the Land shown on Plan 26 and shall be construed as either a Phase or a Sub Phase for the purposes of this Agreement as the context so requires
"587 Dwelling Phase Affordable Housing Plan"	means the Affordable Housing Plan approved by EDDC under the Second Planning Permission in relation to the 587 Dwelling Phase and referenced JBR2173-4004-U or such amended or replacement plan as may be agreed in writing between the Owners and EDDC
"Access and Parking Works"	means the works in constructing the access road parking areas landscaping and drainage (together with associated infrastructure) required for the Railway Station (but not including any of the Platform Works) as shown on Plan 22

"Access and Parking Works Contribution"	means a maximum of £2,000,000 (not index linked) and consisting of the actual amount that has been paid to the Owners under paragraph 6.4 of Schedule 6
"Affordable Rented Dwellings"	means those Dwellings let out at a rent of up to 80% of the local market rent (including service charges where applicable) the rent level for such Dwellings set outside the National rent regime and defined in the National Planning Policy Framework and using the Royal Institute of Chartered Surveyors approved valuation methods such rents not to exceed Local Housing Allowance levels or its equivalent replacement assessment and Affordable Rented Dwellings shall mean any one of these
"Allotments"	means an area of 0.8 hectares of allotments to be provided within the Development on the Sports Pitch Land in accordance with Schedule 27 and the approved Allotments Specification and Delivery Programme
"Allotments Specification and Delivery Programme"	means the specification to be submitted to EDDC for approval pursuant to Schedule 27 which shall identify the location layout specification delivery programme and future maintenance of the Allotments
"Average Daylight Factor"	has the meaning given to it in Appendix 31 (Average Daylight Factor)
"Children's Centre Facilities"	means either (a) the Children's Centre Land plus the Children's Centre Contribution or (b) the Children's Centre Land plus 250 square metres of space within a building on that land to be used for a Children's Centre for the provision of children's services and/or other uses as may be agreed between DCC and EDDC including associated outdoor space parking and servicing to be provided by the Owner in accordance with a specification to be agreed between the Owners and DCC
"Children's Centre Land"	means 0.1 hectares of Serviced Land to be used for the Children's Centre Facilities

"Commencement of Development of the Second Planning Permission"	means the date that the part of Development specified in the Second Planning Application is begun within the meaning of Section 56 (4) of the Act pursuant to the Second Planning Permission provided that for the purposes of this Agreement the following shall not be deemed to constitute Commencement of the Development of the Second Planning Permission: (a) any construction of access and service roads and service diversions or service infrastructure (b) site surveys and investigations including archaeological investigations (c) demolition of existing buildings and site clearance (including tree and hedgerow works) (d) assessments of ground conditions and contamination (including excavation) and remedial action in respect of any contamination (e) ecological attenuation works flood and noise attenuation (f) marking out and pegging out operations and the erection of temporary hoardings and fences or other means of enclosure for site security (g) earth moving works that take place for the sole purpose of achieving the correct ground levels across the land shown edged red at Plan 26 (h) any works or development that is encompassed in a Detailed Approval (which is not the Second Planning Permission)
"Common Housing Register"	means in the case of Affordable Rented Dwellings or Social Rented Units the register or list of applicants maintained by "Devon Home Choice" and in the case of the HomeBuy Units the regional HomeBuy agent
"Country Park Specification and Management Plan"	means a specification for the provision of the Country Park and its ongoing management and maintenance to be agreed between the Owners and EDDC in accordance with the relevant details in the Landscape and Biodiversity and Drainage Strategy

"Crannaford Crossing Study"	means a study to be conducted by DCC in consultation with the Owners NRIL and other relevant stakeholders which shall asses the safety of the Crannaford railway crossing having regard to traffic flows (both vehicular and pedestrian) and the need for any improvements to the said crossing and the feasibility of any such safety improvements
"Crannaford Crossing Study Contribution"	means the sum of £100,000 (One Hundred Thousand Pounds) to be paid by the Owners to DCC for use by DCC in consultation with the Owners NRIL and other relevant stakeholders to carry out the Crannaford Crossing Study
"DPA Order"	means the order made under the Housing and Regeneration Act 2008 which designates part of the Land as an area in which HomeBuy Units cannot be purchased outright by the tenant occupier from the RP
"Exe Estuary and Pebblebed Heaths SPA and SAC Contribution"	means the sum of £289,000 Index Linked as a contribution towards measures to mitigate the impact of residential development within the Second Planning Permission upon the Exe Estuary and Pebblebed Heaths Special Protection Area (SPA) and Special Area of Conservation (SAC) payable in accordance with paragraph 26.4 of Schedule 26
"Extra Care"	means developments comprising self-contained homes with design features and personal care and support services available at all times to enable residents to care for themselves and live as independently as they are able
"Extra Care Land"	means 0.5 hectares of Serviced Land for the provision of Extra Care to a specification to be agreed between the Owners and DCC
"Health and Wellbeing Facilities"	means a building or part of a building to provide health or health related facilities to the community
"Health and Wellbeing Land"	means 0.7 hectares of Serviced Land for the provision of Health and Wellbeing Facilities including parking servicing and outdoor space

"Housing Need"	means the circumstances where a household is currently occupying accommodation that is sub standard or unsuitable for its requirements and which has an income that is too low either to buy or rent accommodation appropriate to their circumstances on the open market
"Housing Needs & Strategy Manager"	means EDDC's Housing Needs and Strategy Manager for the time being or their successor in function as may be notified to the Owners from time to time
"Library Facilities"	means 450 square metres of space within a building on the Library Facilities Land to be used for the provision of a library together with parking and servicing areas to be provided by the Owner to a specification to be agreed between the Owners and DCC (in consultation with EDDC)
"Library Facilities Land"	means 0.1 hectares of Serviced Land for the provision of the Library Facilities
"Local Housing Allowance"	means the rent set annually by the valuation office (or its successor body) for the area of the Affordable Rented Dwelling and which is used to calculate the maximum housing benefit entitlement for the tenant
"Local Needs Qualification Schedule"	means EDDC's Affordable by Design Local Needs Qualification Scheme appended hereto as Appendix 32 or any replacement thereof as may be agreed between EDDC and the Owners
"Nature Reserve Specification and Management Plan"	means a specification for the provision of the Nature Reserve and its ongoing management and maintenance to be agreed between the Owners and EDDC in accordance with the relevant details in the Landscape and Biodiversity and Drainage Strategy
"Plan 21"	means drawing number 4671-L-42C showing the location of the Temporary Sports Pitch and marked as Plan 21
"Plan 22"	means drawing number 1264/DV/202 showing the Access and Parking Works and marked as Plan 22
"Plan 23"	means drawing number 1264/DV/201 showing the Platform Works and marked Plan 23
"Plan 24"	means drawing number A/100009/20 showing the Tithebarn Link Road and marked Plan 24

"Plan 25"	Not used
"Plan 26"	means drawing number WCN0281P2/001D showing the part of the Land included within the Second Planning Permission and marked Plan 26
"Plan 27"	means drawing number WCN048-352-RevE showing the Play Areas and marked Plan 27
"Platform Works"	means those works including design work required to construct the Railway Station including fencing platform information points and associated works (but not forming part of the Access and Parking Works) and shown on Plan 23
"Platform Works Contribution"	means the maximum sum of £1,000,000 (not index linked) to be spent on the Platform Works
"Railway Station Access Road"	means the access road shown on Plan 22
"Railway Station Car Park"	means that part of the Land shown on Plan 22 and indicated as such (or such other area as may be agreed between the Owners and DCC)
"Residential Travel Plan Contribution"	means the sum of £12,000 per annum to be paid to DCC in accordance with the provisions of paragraph 7.10 of Schedule 7
"Second Planning Permission"	means the full planning permission granted for the Part of the Development specified in the Second Planning Application including any subsequent variations to that permission pursuant to section 73 of the Act
"Second Planning Application"	means the planning application for the development of an additional 587 dwellings on the land shown on Plan 26 submitted to EDDC and given reference number 13/1752/MFUL
"Signage Contribution"	means the sum of £40,000 (Forty Thousand Pounds) Index Linked to be paid towards installation of strategic signs for Cranbrook on the A30 and M5 (including slip roads) at locations to be agreed with DCC (in consultation with the Secretary of State for Transport)
"Staircasing Event"	means any occasion on which the tenant of a HomeBuy Unit acquires additional equity pursuant to a Shared Ownership Lease

"Staircasing Receipts"	means payments made to the Registered Provider by tenant of a HomeBuy Unit for the acquisition of equity in a HomeBuy Unit pursuant to a Staircasing Event less the amount of any outstanding loan amount secured on the HomeBuy Unit and reasonable costs of administration or legal or other expenses
"Temporary Children's Centre Contribution"	means the sum of £17,640 per annum Index Linked payable to DCC or third party as agreed by DCC EDDC and the Owners towards the cost of providing Children's Centre services to The Land
"Temporary Sports Pitch"	means the parts of the land shown on Plan 21 comprising 0.32 Ha to be laid out and used asa temporary sports pitch
"Tithebarn Link Road Contribution"	means the sum of £1,750,000 (one million seven hundred and fifty thousand pounds) (Index Linked from December 2006) towards the cost of the Tithebarn Link Road as shown indicatively on Plan 24 and/or further highway improvements works to Junctions 29 and 30 of the M5 (shown on plan 24)
"Town Council Facilities"	means an area of 237 square metres of space and facilities to be used for the provision of meeting rooms and offices for the democratically elected members of the Town Council and associated parking and servicing and located on the Town Council Land
"Town Council Land"	means at least 0.05 hectares of Serviced Land for the provision of the Town Council Facilities
"Trim Trail"	means recreational and fitness equipment to be installed within the Country Park and the provisions of paragraphs 8.12 - 8.15 of Schedule 8 shall apply to the Trim Trail as if it were a Play Area following the payment of the contribution pursuant to paragraph 8.11.2 of that schedule
"Waste Disposal Contribution"	means the sum of £45,000 (forty five thousand pounds) towards the provision of waste disposal facilities in accordance with Schedule 28
"Wheelchair Unit"	means a unit constructed in accordance with the specification at Appendix 33
"Working Plane"	means a notional surface typically at about desk or table height at which daylight factor or the "no sky line" is calculated or plotted

"Youth Facilities"	means building buildings or parts of a building totalling 480 square metres to be used for youth services and outdoor recreation space parking and servicing areas all to be provided by the Owners on the Youth Facilities Land in accordance with a specification to be agreed between the Owners and DCC (in consultation with EDDC)

6.4 Clauses 6.5 and 6.6 of the Principal Agreement shall be deleted and replaced with the following clauses 6.5, 6.6 and 6.6A:

6.4.1 Schedules 1, 8, 9, 10, 13, 15, 16, 18, 20, 21, 22, 23, 24, 25, 26, 27 and 28 are enforceable only by EDDC and for the avoidance of doubt except for the provisions set out in this clause 6.4.1 and clause 6.4.2 all other provisions are enforceable by both EDDC and DCC

6.4.2 Subject to paragraph 6.4.3 schedules 2, 2A, 3, 4, 5, and 6 are only enforceable by DCC and for the avoidance of doubt except for the provisions set out in this clause 6.4.2 and clause 6.4.1 all other provisions are enforceable by both EDDC and DCC

6.4.3 Where DCC is the local planning authority responsible for enforcement or the discharge of other functions under any Schedule to this Agreement it may agree to transfer those functions (including enforcement) to EDDC provided that written notice of that transfer in functions is provided to the Owners in writing by DCC at least one calendar month prior to such a transfer taking effect Provided That due consideration is given to any negotiations and or agreements reached between DCC and the Owners prior to the transfer of any function

6.5 Schedule 1 (*Affordable Housing*) of the Principal Agreement shall be deleted and replaced with Schedule 1 of this Deed

6.6 Schedule 3 *(Highways)* of the Principal Agreement shall be deleted and replaced with Schedule 2 of this Deed

6.7 In paragraph 5.12 of Schedule 5 of the Principal Agreement the number "1500" shall be replaced with the number "3450"

6.8 Schedule 6 *(Railway Station)* of the Principal Agreement shall be deleted and replaced with Schedule 3 of this Deed

6.9 Schedule 7 (*Travel Plans*) of the Principal Agreement shall be deleted and replaced with Schedule 4 of this Deed

6.10 Schedule 8 (*Open Space and Play Areas*) of the Principal Agreement shall be deleted and replaced with Schedule 5 of this Deed

6.11 Schedule 9 (*Sports Pitches*) of the Principal Agreement shall be deleted and replaced with Schedule 6 of this Deed

6.12 Schedule 10 (*Country Park and Nature Reserve and Street Scene Compound*) shall be deleted and replaced with Schedule 7 of this Deed

6.13 Schedule 15 (*Public Realm and Public Art*) of the Principal Agreement shall be deleted and replaced with Schedule 8 of this Deed

6.14 Schedule 16 (*New Community Officer*) of the Principal Agreement shall be deleted and replaced with Schedule 9 of this Deed

HOMES LIMITED

Authorised Signatory

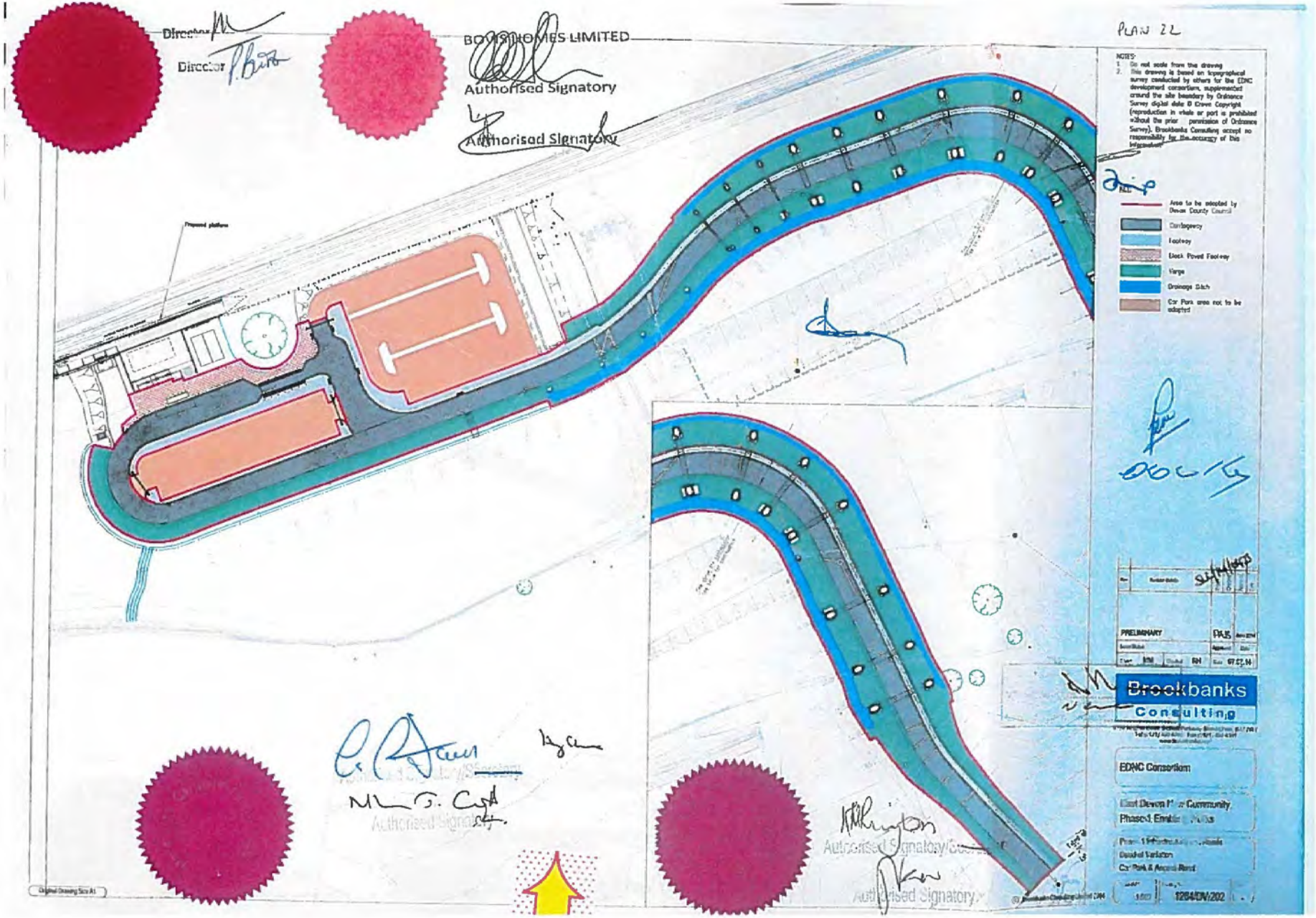
Authorised Signatory

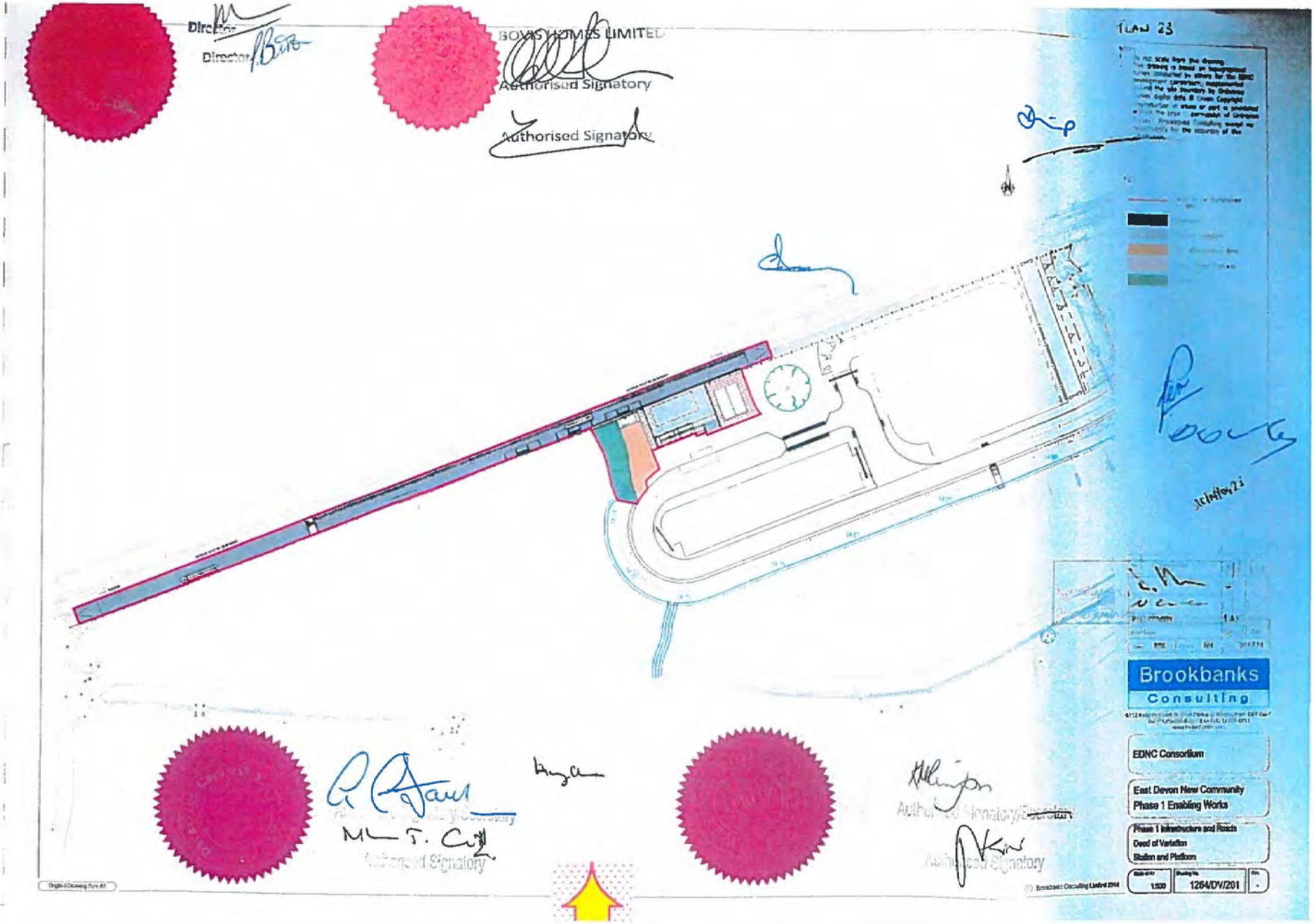
PLAN 21

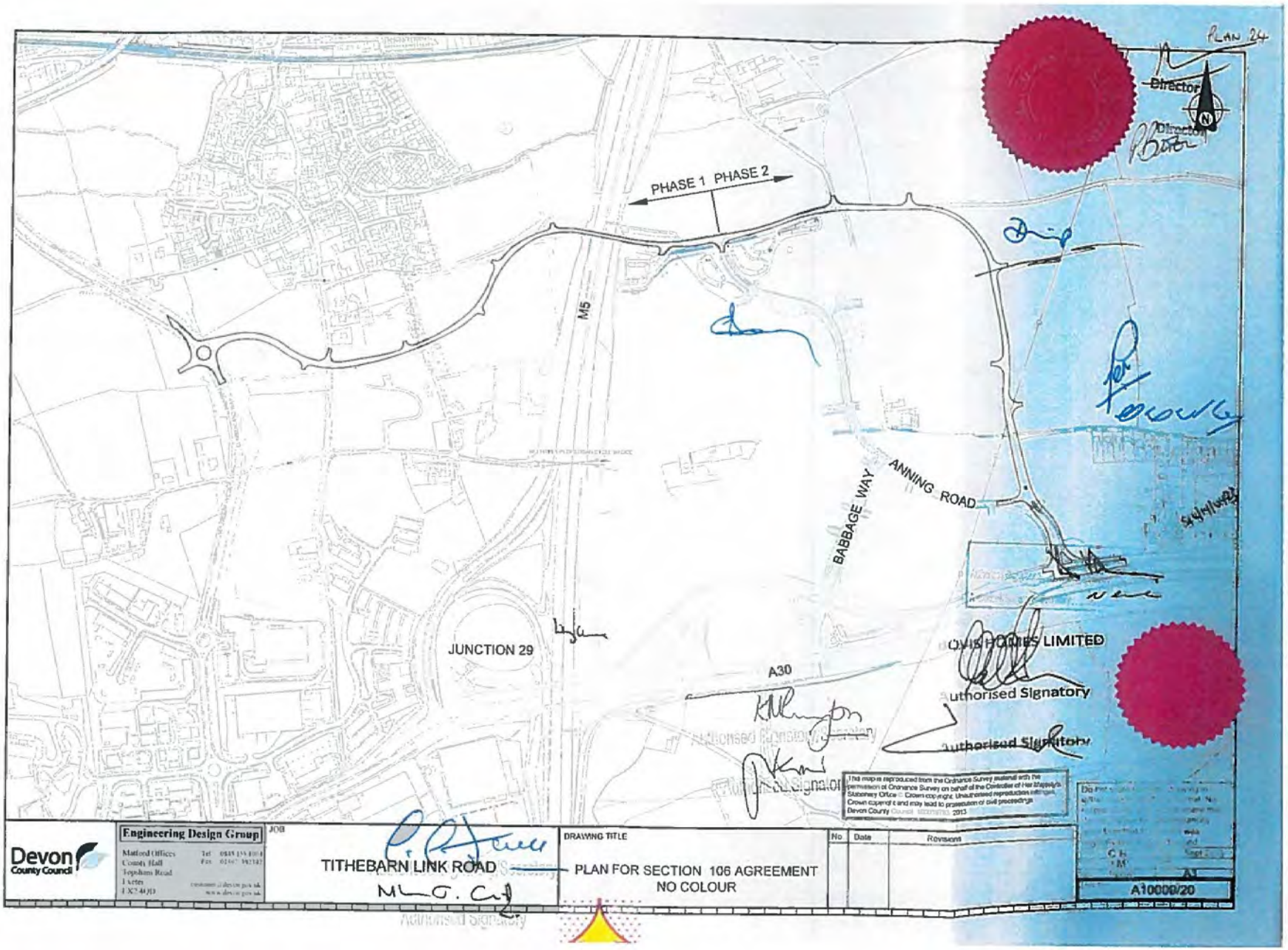
Director

Director

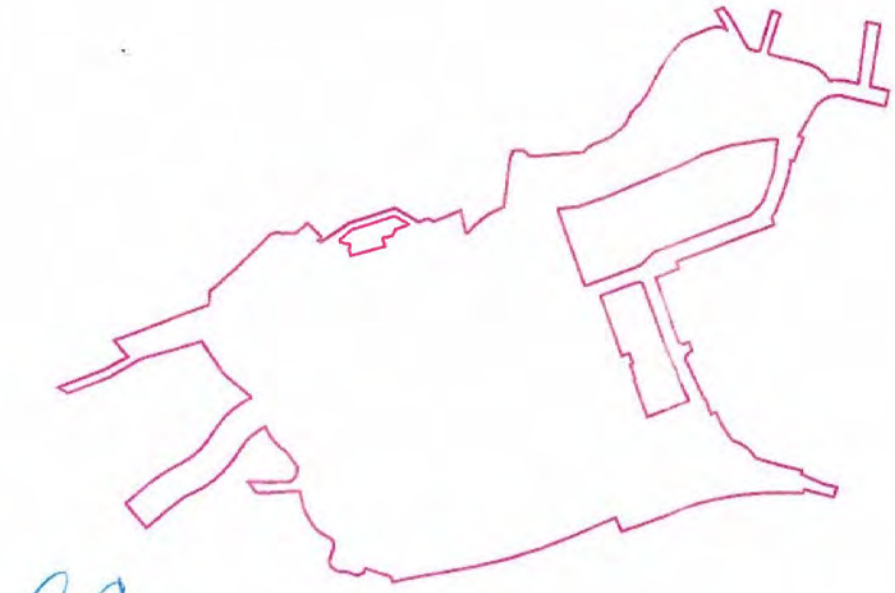
4671-L-42 C


PLAN 22
BOVIS HOMES LIMITED
Director
Director
Authorised Signatory
Authorised Signatory
Authorised Signatory
Authorised Signatory
Authorised Signatory
Proposed platform
NOTES:
1. Do not scale from this drawing
2. This drawing is based on topographical survey conducted by others for the EDNC development consortium, supplemented around the site boundary by Ordnance Survey digital data © Crown Copyright (reproduction in whole or part is prohibited without the prior permission of Ordnance Survey). Brookbanks Consulting accept no responsibility for the accuracy of this information
Area to be adopted by Devon County Council
Carriageway
Footway
Block Paved Footway
Verge
Drainage Ditch
Car Park area not to be adopted
PRELIMINARY
Brookbanks
Consulting
EDNC Consortium
East Devon New Community
Phase 1 Enabling Works
Detailed Variation
Car Park & Access Road
1264/DN/202


PLAN 23
Brookbanks
Consulting
EDNC Consortium
East Devon New Community
Phase 1 Enabling Works
Phase 1 Infrastructure and Roads
Deed of Variation
Station and Platform
1:500
1264/DV/201



R:\EAT\S\Sect_H\1\2010 Projects\A10009 Cumberland Way to Tithebarn\Drawings\Dwgs Numbered\A10009_20 Plan for Section 106 Agreement.dwg - 05/09/2013 10:29:33 - A3 Plan NO COLOUR - katherine.nz



PLAN 26

Director

Director

BOVIS HOMES LIMITED

Authorised Signatory

Authorised Signatory

Cranbrook

Application Boundary

David Lock Associates

6.15 Schedule 17 (*Youth Facilities*) of the Principal Agreement shall be deleted and replaced with Schedule 10 of this Deed

6.16 Schedule 18 (*Community Development Worker*) of the Principal Agreement shall be deleted and replaced with Schedule 11 of this Deed

6.17 Schedule 19 (*Town Council Offices and Library and Mobile Library Contribution*) of the Principal Agreement shall be deleted and replaced with Schedule 12 of this Deed

6.18 Schedule 20 *(Police and Ambulance Facilities)* of the Principal Agreement shall be deleted and replaced with Schedule 13 of this Deed

6.19 Schedule 21 (*Health and Wellbeing Complex*) of the Principal Agreement shall be deleted and replaced with Schedule 14 of this Deed *(Health and Wellbeing Land)*

6.20 Schedule 25 (*Sustainability Provisions*) of the Principal Agreement shall be deleted and replaced with Schedule 15 of this Deed

6.21 Schedule 26 *(Pebblebed Heaths SAC and SPA)* of the Principal Agreement shall be deleted and replaced with Schedule 16 of this Deed *(Exe Estuary and Pebblebed Heaths SAC and SPA)*

6.22 Schedule 17 of this Deed shall be inserted as a new Schedule 27 of the Principal Agreement entitled "*Allotments*"

6.23 Schedule 18 of this Deed shall be inserted as a new Schedule 28 of Principal Agreement entitled "*Waste Disposal*"

6.24 Schedule 19 of this Deed shall be inserted as a new Schedule 29 of the Principal Agreement entitled "*Extra Care*"

6.25 Schedule 20 of this Deed shall be inserted as a new Schedule 30 of the Principal Agreement entitled "*Children's Centre Facilities*"

6.26 Schedule 21 of this Deed shall be inserted as a new Schedule 31 of the Principal Agreement entitled "*Town Council Facilities*"

6.27 Appendix 1 (*Form of Transfer*) of the Principal Agreement shall be deleted and replaced with Schedule 22 of this Deed

6.28 Appendix 3 (*Bonded Items*) of the Principal Agreement shall be deleted and replaced with Schedule 23 of this Deed

6.29 Appendix 12 (*Affordable Housing Appendix*) of the Principal Agreement shall be deleted and replaced with Schedule 24 of this Deed

6.30 Appendix 16 (*Strategic Design Guide*) of the Principal Agreement shall be supplemented by the addendum to that design guide at Schedule 25 of this Deed

6.31 Appendix 19 (*Phasing Strategy*) of the Principal Agreement shall be deleted and replaced with Schedule 26 of this Deed

6.32 Schedule 27 of this Deed shall be inserted as a new Appendix 31 of the Principal Agreement entitled "*Average Daylight Factor*"

6.33 Schedule 28 of this Deed shall be inserted as a new Appendix 32 of the Principal Agreement entitled "*Local Needs Qualification Schedule*"

6.34 Schedule 29 of this Deed shall be inserted as a new Appendix 33 of the Principal Agreement entitled "*Specification for Disabled Units*"

6.35 Schedule 30 of this Deed shall be inserted as a new Appendix 34 of the Principal Agreement entitled "*Form of Second Planning Permission*"

6.36 The 'Table of Contents' on pages 1-3 (inclusive) of the Principal Agreement shall be deleted and replaced with the Table of Contents contained in Schedule 32 of this Deed

6.36A Appendix 2 of the Principal Agreement shall be deleted and replaced with Schedule 31 of this Deed as a new Appendix 2 entitled "*Services*"

6.37 In the 'Post title and number' section of Appendix 7 (*New Community Officer Job Description and Person Specification*) of the Principal Agreement '(3 Years Fixed Term Contract)' shall be replaced with '(6 Years Fixed Term Contract)'

6.38 Paragraph 24.1 of Schedule 24 (*Town and Neighbourhood Centres Retail Facilities*) of the Principal Agreement shall be deleted and replaced with the following paragraph 24.1:

24.1 Prior to the First Occupation of the 1250 Dwellings the Owners shall identify on a Location Plan the location of the Town Centre Land

7 **SEVERANCE**

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

8 **FEES**

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

9 **GRANT OF SECOND PLANNING PERMISSION**

Having regard to the covenants on the part of the Owners herein contained EDDC hereby covenants with the Owners to grant the Planning Permission for the Development substantially in the form and format annexed hereto at Appendix 34 on the same day this Agreement is completed

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

SCHEDULE 1

Schedule 1

Affordable Housing

1.1 The Owners hereby covenant with EDDC on behalf of themselves and their successors in title that:

Approval to the Affordable Housing Plan for Phase 1 and Subsequent Phases Excluding 587 Dwelling Phase

1.2 Prior to the 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 excluding the 587 Dwelling 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 for Phase 1

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 application for Detailed Approval

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 and the 587 Dwelling Phase where paragraph 1.42 applies the Owners shall provide the Affordable Housing in any Phase or Sub Phase to the Affordable Housing Base Mix

General Terms for All Phases

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 a Registered Provider 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 or to offer to purchase the Affordable Housing Units (or any of them) as though EDDC were a Registered Provider in accordance with this Schedule in order to secure the delivery and occupation of the Affordable Housing Units 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 Registered Provider 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 or the 587 Dwelling Phase to which paragraph 1.42 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 and 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 for All Phases Excluding 587 Dwelling Phase

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 two (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 paragraphs 1.12 and 1.13 of this Schedule and no such formal confirmation

has been completed within twenty eight (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 Registered Provider for All Phases

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 or paragraph 1.42 in relation to the 587 Phase within a period of eight (8) weeks from an initial approach to an Registered Provider (or such longer period as is reasonably agreed between the Owners and the Registered Provider) 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 four (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 six (6) weeks (as such longer period as is reasonably agreed between the Owners and the Registered Provider) of an Offer to Transfer being made in accordance with 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 (save where the Dwellings are within the 587 Dwelling Phase in which case the provisions of paragraph 1.42 shall continue to apply)

Transfer to EDDC for All Phases Except the 587 Dwelling Phase

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 two (2) and three (3) bedroom Dwellings and which shall be constructed to the standards set out in paragraph 1.30 (excluding paragraph 1.30(c)

Release of Affordable Housing Obligations in respect of a Sub Phase for All Phases Except the 587 Dwelling 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 three (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 for All Phases Except the 587 Dwelling Phase

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 (6) 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 for All Phases

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 the HomeBuy Units and the Affordable Rented Dwellings 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 the HomeBuy Units and the Affordable Rented Dwellings and nomination of Designated Persons to the Social Rented Units HomeBuy Units and Affordable Rented Dwellings shall be in accordance with the appropriate Nominations Agreements

1.23.3 that Transfer of the Social Rented Units HomeBuy Units and Affordable Rented Dwellings 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

Affordable Rented Dwellings 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 the HomeBuy Units and the Affordable Rented Dwellings to a Registered Provider pursuant to this Agreement within ten (10) Working Days of completion of the Transfer (save in the case that EDDC are the purchaser of the relevant Affordable Housing Units)

Nominations for All Phases

1.25 Save for the 587 Dwelling Phase, 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 As to any Affordable Housing provided in the 587 Dwelling Phase by the Owners in accordance with the 587 Dwelling Phase Housing Mix the nominations of Designated Persons to that Phase shall be as follows:

1.26.1 EDDC shall have 100% Initial Disposal nomination rights to all of the Affordable Rented Dwellings

1.26.2 EDDC shall have 100% Initial Disposal nomination rights to all of the HomeBuy Units

1.26.3 EDDC shall have 100% Subsequent Disposal nomination rights to all of the Affordable Rented Dwellings

1.26.4 EDDC shall have 100% Subsequent Disposal nomination rights to all of the HomeBuy Units

1.27 EDDC has the right to nominate Designated Persons to the Affordable by Design Housing Units in accordance with the provisions of this Schedule as set out in paragraphs 1.31 to 1.37

1.28 Save for the 587 Dwelling Phase and 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 for All Phases

1.29 The construction and Offer to Transfer of the Social Rented Units HomeBuy Units and Affordable Rented Dwellings 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

1.30 The Social Rented Units HomeBuy Units and Affordable Rented Dwellings 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 the HomeBuy Units and Affordable Rented Dwellings together with:

(a) NHBC Buildmark Choice / LABC Social Housing Warranty

(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 or the Second 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

1.31 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

1.32 The Owners shall not dispose of or cause or permit disposal of any Affordable by Design Housing Unit other than

(a) to a person with a Local Connection with East Devon or

(b) to any other person without first having notified EDDC of the anticipated date of completion of the Affordable by Design Housing Unit and allowed EDDC a period of six weeks from such date of completion 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 (6) 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 paragraph 1.37 apply

1.33 The Owners shall not dispose of or cause or permit disposal of any Affordable by Design Housing Unit unless it is to a person that has a Local Connection in accordance with paragraph 1.32(a) or who is nominated by EDDC as a Designated Person in accordance with the paragraph 1.32(b) until at least six weeks after the completion of the Affordable by Design Housing Unit

1.34 If the Owners dispose of an Affordable by Design Housing Unit under paragraph 1.32(a) they shall in each case complete the Local Needs Qualification Schedule and

submit all such completed Local Needs Qualification Schedules to the Housing Needs and Strategy manager on a quarterly basis in arrears

1.35 If the Owners dispose of an Affordable by Design Housing Unit under paragraph 1.32(b) they shall in each case complete the Local Needs Qualification Schedule and submit all such completed Local Needs Qualification Schedules to the Housing Needs and Strategy manager on a quarterly basis in arrears

1.36 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 (80) years from the date of this Agreement shall be subject to the right of EDDC to nominate Designated Persons in accordance mutatis mutandis with paragraph 1.32(b) and no Transfer of an Affordable by Design Housing Unit shall take place unless it complies with this obligation

1.37 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 1.32 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 with Exeter PROVIDED THAT the provisions of paragraphs 1.32 to 1.36 will still apply to any Subsequent Disposal

1.38 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

1.39 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

1.40 For the avoidance of doubt there shall be no Affordable by Design Housing Units within the 587 Dwelling Phase

587 Dwelling Phase

1.41 Paragraphs 1.2 to 1.5, 1.11 to 1.14 and 1.19 to 1.22 of this Schedule shall not apply to the 587 Dwelling Phase Affordable Housing

1.42 In respect of 587 Dwelling Phase the Owners shall provide the Affordable Housing to the 587 Dwelling **Phase** Affordable Housing Mix and in accordance with the Affordable Housing Appendix and the Owners shall use all reasonable endeavours to enter into an RP Agreement for the Transfer of the RP Units in respect of the 587 Dwelling Phase (and in accordance with the approved 587 Dwelling Phase Affordable Housing Plan) to a Registered Provider upon the following terms:

(a) that the Affordable Housing shall be provided at the 587 Dwelling Affordable Housing Mix

(b) that the Transfer Value to be paid in respect of each Affordable Housing Unit shall be as set out in Tables 5 and 6 of Part 4 of the Affordable Housing Appendix

(c) the Owners shall confirm to EDDC whether an RP Agreement has been entered into as soon as reasonably practical after the grant of the Second Planning permission

1.43 The HomeBuy Units and Affordable Rented Dwellings constructed as part of the 587 Dwelling Phase shall be constructed in accordance with the Lifetime Homes Standard

1.44 7% of the Affordable Rented Dwellings provided as part of the 587 Dwelling Phase shall be constructed as Wheelchair Units

1.45 The Owners shall use reasonable endeavours to access and secure additional funding where the Owners either become aware or are made aware that such additional sources have become available following the grant of the Second Planning Permission and apply any funds obtained for the improvement of the Affordable Housing Units within the 587 Dwelling Phase as agreed with EDDC

1.46 If despite using all reasonable endeavours to enter into an RP Agreement in accordance with the terms of paragraphs 1.42, and 1.15 to 1.18, the Owners have not been able to enter into such agreement then the Owners and EDDC may seek to agree an alternative provision of the Affordable Housing for the 587 Dwelling Phase which is acceptable to both the Owners and EDDC

Designated Protection Area

1.47 (other than for any part of Phase 1) no RP Agreement shall permit the tenant of a HomeBuy Unit to staircase to 100% unless the DPA Order has been lifted in respect of the land to which such RP Agreement relates Provided That any RP Agreement may permit a Homebuy Unit tenant to staircase to 100% if or when the DPA Order is lifted (after the date of the RP Agreement)

1.48 Other than for Phase 1 if the DPA Order is lifted the Registered Provider shall ensure that any Staircasing Receipts shall be used only for the provision of Affordable Housing (which shall include the improvement or alteration of Affordable Housing) in the administrative area of EDDC

1.49 The provisions of paragraph 1.48 shall not apply where there is a statutory or regulatory requirement to account for Staircasing Receipts to any other body

SCHEDULE 2

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 and Tithebarn Link Road Contributions

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

3.4 Prior to the Occupation of the 2,901st Dwelling the Owners shall pay to DCC the Tithebarn Link Road Contribution

Monitoring

3.5 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

3.6 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

3.7 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 2900 Dwellings and 3450 Dwellings during the Morning Peak Hour in the following manner

3.8 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

3.9 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

3.10 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

3.11 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 but in doing so shall act reasonably and take account of any adverse impact arising from any use of the Public Transport Interchange Contribution for maintenance of the Railway Station Car Park

Mitigation Contribution

3.12 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

3.13 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

3.14 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 2900 Dwellings and 3450 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 3.13

The Questionnaire

3.15 As soon as reasonably practicable following the First Occupation of the 1000th 1500th 2200th 2900th and 3450th 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)

3.16 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

3.17 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

3.18 A request by the Highway Authority pursuant to paragraph 3.20 shall be made no later than fifteen (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

3.19 DCC hereby covenants that if the Owners have paid the Ramp Metering Contribution pursuant to paragraph 3.18 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

3.20 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

3.21 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 3.18 to 3.23 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 3.18 to 3.23 in similar terms

3.22 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 3.13 above these shall continue

Traffic Regulation Orders

3.23 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

3.24 The Owners shall pay the Crannaford Crossing Contribution to DCC on the later of:

(a) the connection of the Main Local Route being opened to traffic (excluding construction traffic) and

(b) a request for payment from DCC which request may not be made (other than to pay for the carrying out of the Crannaford Crossing Study) prior to the production of the final Crannaford Crossing Study

3.25 DCC shall apply the Crannaford Crossing Contribution towards:

3.25.1 the Crannaford Crossing Works or

3.25.2 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 and in either case (and if so required)

3.25.3 the Crannaford Crossing Study

3.26 The Owners shall upon receipt of at least fourteen (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

3.27 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)

3.28 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 shall upon the request of DCC be dedicated by the Owners as highway maintainable at public expense to the extent that the Owners are capable of doing so

3.29 The Owners shall pay to DCC the first £50,000 (Fifty Thousand Pounds) of the Crannaford Crossing Study Contribution on written demand from DCC to the Owners (which demand may be made at any time following the commissioning of the Crannaford Crossing Study) and the balance of the cost of the Crannaford Crossing Study up to £50,000 (Fifty Thousand Pounds) within fourteen (14) days of being demanded by DCC (such demand not to be made prior to the said initial demand) (and for the avoidance of doubt DCC shall be entitled to use such part of the Crannaford Crossing Contribution as may be required to pay any balance of the Crannaford Crossing Study)

3.30 DCC shall ensure that:

3.30.1 the Crannaford Crossing Study shall be undertaken as soon as reasonably practical after the date of the Second Planning Permission

3.30.2 the terms of reference to undertake the Crannaford Crossing Study require that any recommendations for improvements to the safety of the railway crossing shall have regard to the feasibility of carrying out such recommendations and to the level and availability of funding sources

3.30.3 the Owners shall be consulted upon the terms of reference the method of study and any preliminary results or findings as well as the final conclusions and proposals and comments received from the Owners shall be taken into account and given due weight in determining any amendments or alterations to the level crossing or the barriers

Signage

3.31 Prior to the Occupation of the 1100th Dwelling the Owners shall pay to DCC the Signage Contribution

3.32 DCC shall only use the Signage Contribution for works relating to the installation of strategic signs for Cranbrook on the A30 and M5 (including slip roads) at locations to be agreed between DCC (in consultation with the Secretary of State for Transport) in order to manage development-related traffic on the local and strategic road network

Highway Bonds

3.33 DCC and the Owners agree that where the Owners propose to enter into an agreement under section 38 of the Highways Act in respect roads to be constructed upon the Land then the proposed highway works shall be regarded as being one of the Bonded Items pursuant to this Agreement

SCHEDULE 3

Schedule 6

Railway Station

6.1 Prior to the Commencement of Development the Owners and EDDC in consultation with DCC shall agree a Location Plan for the Railway Station Land

6.2 The Owners shall carry out and complete the Access and Parking Works no later than within six (6) weeks of the completion of the Platform Works subject to force majeure (and in the event of force majeure the Platform Works shall be completed as soon as reasonably practical after the end of the said six (6) weeks period)

6.3 DCC shall pay to the Owners the cost of carrying out the Access and Parking Works upon production of invoices for such works up to a maximum of the Access and Parking Works Contribution

6.4 The Owners shall repay to DCC any such sums paid to them under paragraph 6.3 in two instalments the first of which shall be 50% of such total sum as has been paid to them upon the First Occupation of the 750th Dwelling and the balance of the sums paid to them under paragraph 6.3 upon the First Occupation of the 1,000th Dwelling (or within six (6) months of the final payment to the Owners under paragraph 6.3 if later) Provided That the Owners shall not be required to repay more than the Access and Parking Works Contribution received from DCC under paragraph 6.3

6.5 The Owners shall pay to DCC 50% of the Platform Works Contribution upon the First Occupation of the 750th Dwelling

6.6 The Owners shall pay to DCC the balance of the Platform Works Contribution upon the First Occupation of the 1,000th Dwelling

6.7 The Owners and DCC hereby agree that the Railway Station Access Road shall be adopted and the Owners shall ensure that the Railway Station Access Road is completed to adoptable standards within three (3) months of a notice from DCC requiring them to do so

6.8 Upon completion of the Railway Station Car Park the Owners shall Offer to Transfer the same to DCC subject to a covenant that it shall not be used other than as a public car park (without the written consent of the parties transferring the land to DCC) Provided That the Owners shall not be required to make any commuted payment in respect of such Transfer

6.9 The landscaped areas shown on the approved drawing with reference number HPE98275A-PA-008 Rev I (approved as part of the Detailed Approval 12/0733/MRES) shall be completed and dealt with as On Site Landscaping under the provisions of paragraphs 11.7 to 11.11 of Schedule 11

6.10 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

6.11 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

SCHEDULE 4

Schedule 7

Travel Plans

7.1 Other than for Buildings for which DCC is responsible for the production of the travel Plan then 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:

(a) prioritising parking spaces for car sharers

(b) devising a database of employees giving details of origin of trip and time of travel

(c) 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 (10) 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:

(a) Prioritising parking spaces for teachers who car share

(b) Providing secure and dry cycle parking facilities

(c) Providing showers and lockers for cyclists

(d) Facilitating pedestrian access to and from bus stops

(e) Reducing travel to school by car

Dwellings

7.9 Upon the Commencement of the Development of the Second Planning Permission and then upon the following nine (9) anniversaries of such date the Owners shall pay to DCC the Residential Travel Plan Contribution each such contribution being Index Linked from the date of the Second Planning Permission

7.10 DCC shall only use the Residential Travel Plan Contribution for the purposes of carrying out works measures or surveys the provision of education or information or the offering of incentives that will have the effect of encouraging the occupants of the Dwellings either to car share or to travel to and from the Development by means other than by private car

7.11 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

7.12 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

7.13 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

7.14 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 5

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 in that Phase

8.2 The Owners shall lay out the areas of Open Space in accordance with the locations 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 details and timetable within 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 paragraph 8.4 of this Schedule EDDC may after giving the Owners twenty eight (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 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 paragraphs 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 paragraphs 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 The Play Areas shall be provided in accordance with the locations shown in the Play Areas Plan 27 which shows the indicative locations of the Play Areas, unless a subsequent Detailed Application is approved showing a Play Area in an alternative location, in which case that Play Area shall be provided in accordance with that Detailed Approval.

8.9A The Owners shall submit to and obtain the agreement of EDDC to details of proposed ground conditions to be achieved for each of the Play Areas (and the Trim Trail) prior to that Play Area or Trim Trail being prepared and equipped in accordance with the remainder of this schedule.

8.10 Each area of land required for the Play Areas (and Trim Trail) shall be grassed or otherwise prepared in accordance with the specification approved under paragraph 8.9A above 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 2rd NEAP prior to the earlier of the First Occupation of 2000 Dwellings and the opening of the Secondary School

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

8.10.4 the 2nd LEAP prior to First Occupation of the 100th Dwelling to be First Occupied within the 587 Dwelling Phase

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 the earlier of the First Occupation of 2000 Dwellings and the opening of the Secondary School

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

8.10.9 the 7th LEAP prior to the First Occupation of 3250 Dwellings

8.10.10 the Skateboard Park prior to the earlier of the First Occupation of 2000 Dwellings and the opening of the Secondary School

8.11 The Owners shall make the following financial contributions to EDDC towards the respective Play Area or the provision or enhancement of play facilities within Cranbrook

8.11.1 £48,000 Index Linked (from the date of the Second Planning Permission) prior to the Commencement of Development of the 587 Dwelling Phase in respect of the 1st NEAP

8.11.2 £30,000 Index Linked (from the date of the Second Planning Permission) prior to the completion of the part of the Country Park within Phase 2 or the occupation of the 2000th Dwelling whichever is earlier in relation to the Trim Trail

8.11.3 £103,199.41 Index Linked (from the date of the Second Planning Permission) prior to the opening of the Secondary School for the provision of youth play areas at Cranbrook

8.12 Each Play Area shall be designed in partnership between the Owners and EDDC with community involvement and in accordance with the programme in Paragraph 8.10 above to a cost not exceeding the relevant Play Areas Contribution. In the eventuality that any of the Play Areas are transferred prior to being equipped Paragraph 8.13 of this Schedule shall apply

8.13 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 subject to an undertaking by EDDC to make good any consequent damage occasioned to the Play Area by EDDC its contractors servants or agents)

8.14 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 8.13 prior to such Transfer and for the avoidance of doubt the Town Council shall be under no obligation to accept any transfer of the Play Areas in the event that the financial arrangements for its future maintenance is considered to be inadequate by the Town Council in its reasonable opinion

8.15 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 6

Schedule 9

Sports Pitches

9.1 Prior to the First Occupation of the 1250th Dwelling the Owners shall identify on a Location Plan the location of the Sports Pitch Land. That Location Plan shall show the locations of the Allotments and the Sports Pitches to be provided on the Sports Pitches Land The Sports Pitches and Allotments shall be laid out and provided in the approved locations unless a subsequent Detailed Application is approved showing the Sports Pitches or Allotments (or part thereof) in an alternative location, in which case the Sports Pitches or Allotments (or part thereof) shall be provided in accordance with that Detailed Approval.

9.2 As soon as practicable after the grant of the Second Planning Permission the Owners shall submit a specification for the Temporary Sports Pitch to EDDC for approval (which shall be located within Phase 1 of the Country Park in accordance with Plan 21) including the programme for its delivery

9.3 As soon as reasonably practicable after the approval of the specification in paragraph 9.2 and prior to the First Occupation of 75 Dwellings within the 587 Dwelling Phase the Owners shall lay out and complete the Temporary Sports Pitch in accordance with the approved details and delivery programme and shall maintain them in accordance with the approved details and ensure that they remain available for public use until the first Sports Pitch is brought into use following which the Temporary Sports Pitch shall be laid out as part of the County Park (unless otherwise agreed between EDDC and the Owners)

9.4 Prior to the First Occupation of the 1250th Dwelling the Owners shall submit to and obtain the written approval of EDDC to the Sports Pitch Specification and Delivery Programme which shall include a programme for delivery of the Sports Pitches.

9.5 The Owners shall use reasonable endeavours to complete the Sports Pitches in accordance with the approved Sports Pitch Specification and Delivery Programme and to make them available for use by the First Occupation of 1250 Dwellings (taking into account the need to obtain Reserved Matters Consent and any other necessary consents or licences including under the Habitats Regulations and to carry out consequent mitigation and other works prior to laying out the Sports Pitches)

9.6 The Owners shall in any event lay out install and complete the Sports Pitches in accordance with the approved Sports Pitch Specification and Delivery Programme (as the same may have been varied by agreement between EDDC and the Owners) prior to the First Occupation of 1700 Dwellings

9.7 Following the lay out and installation of the Sports Pitches pursuant to paragraph 9.6, the Owners shall maintain the Sports Pitches for a period of twelve (12) months (or such other period as may be agreed within the approved Sports Pitch Specification and Delivery Programme) to allow for the bedding in of those Sports Pitches.

9.8 On the expiry of the bedding in period pursuant to paragraph 9.7 or prior to the First Occupation of the 2200th Dwelling (whichever is the later) the Owners shall seek and obtain EDDC's certification that the Sports Pitches have been completed to EDDC's satisfaction and make the Sports Pitches available for use in accordance with the Sports Pitch Specification and Delivery Programme

9.9 The Owners shall maintain the Sports Pitches in accordance with the Sports Pitch Specification and Delivery Programme 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

9.10 If the Owners do not maintain the Sports Pitches to EDDC's satisfaction as required by paragraph 9.7 or 9.9 of this Schedule EDDC may after giving the Owners twenty eight (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

9.11 On expiration of the maintenance period mentioned in paragraph 9.9 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 Sports Pitches then the Owners may transfer the Sports Pitches to the Town Council provided always that the provisions of paragraphs 9.7 to 9.10 have been complied with prior to such Transfer

9.12 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 and Delivery Programme to the satisfaction of EDDC unless other arrangements are agreed between EDDC and the Owners for the maintenance of the Sports Pitches

SCHEDULE 7

Schedule 10

The Country Park and Nature Reserve and Street Scene Compound

The Country Park and Nature Reserve

10.1 The Owners shall submit and obtain written approval of EDDC to:

10.1.1 the Country Park Specification and Management Plan prior the First Occupation of the 1250th Dwelling PROVIDED THAT for the avoidance of doubt the Country Park Specification and Management Plan shall provide for the Temporary Sports Pitch to remain available for public use until the first Sports Pitch is brought into use following which the Temporary Sports Pitch shall be laid out as part of the County Park (unless otherwise agreed between EDDC and the Owners)

10.1.2 the Nature Reserve Specification and Management Plan prior to the First Occupation of the 1500th Dwelling

10.1.3 an update to plan 5 of the Landscape Biodiversity and Drainage Strategy setting out definitive dates and or triggers for the delivery of the Country Park and Nature Reserve within 3 months of the date of the Second Planning Permission

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 Specification and Management Plan and the Nature Reserve Specification and Management Plan and the requirements set out on plan 5 of the Landscape Biodiversity and Drainage Strategy (as revised under the terms of paragraph 10.1.3)

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 twelve (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 relevant Specification and Management Plan for a period of twelve (12) 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 Plans as required by clause 10.5 of this Schedule EDDC may after giving the Owners twenty eight (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 Plans 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 the First Occupation of 1250 Dwellings the Owners shall identify on a Location Plan the location of a Country Park Resource Centre and submit that plan to EDDC for its approval.

10.10 Prior to First Occupation of 1500 Dwellings the Owners shall 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

10.11 Prior to First Occupation of 1700 Dwellings the Owners shall 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

10.12 On completion of each of the Country Park Resource Centre and the Street Scene Services Compound pursuant to paragraphs 10.10 and 10.11 of this Schedule the Owners shall Offer to Transfer each of the Country Park Resource Centre and the Street Scene Services Compound to EDDC (or the Town Council should EDDC so direct in writing)

SCHEDULE 8

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

15.5 In relation to the street or road names on the Land the Owners shall ensure that each street or road which is fronted on to by any Dwelling is marked with the street or road name by the later of the First Occupation of the first Dwelling to be First Occupied that fronts the said street or road or four (4) weeks from the date the Owners receive written confirmation to the street or road name from EDDC

SCHEDULE 9

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 instalment of the New Community Officer Contribution

16.4 Upon the grant of the Second Planning Permission the Owners shall pay to EDDC the fourth annual instalment of the New Community Officer Contribution

16.5 Upon the fourth anniversary of the first annual instalment of the New Community Officer Contribution the Owners shall pay to EDDC the fifth annual instalment of the New Community Officer Contribution

16.6 Upon the fifth anniversary of the first annual instalment of the New Community Officer Contribution the Owners shall pay to EDDC the sixth and final annual instalment of the New Community Officer Contribution

16.7 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

16.8 EDDC shall ensure that the New Community Officer performs in full conformity with the job description as set out in Appendix 7 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 10

Schedule 17

Youth Facilities

Temporary Provision

17.1 Prior to First Occupation of 500 Dwellings the Owners shall pay to DCC the first Instalment of the Youth Worker Contribution and on the twelve (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 the Youth Facilities have been constructed and Offered to be Transferred in accordance with Paragraph 17.5 or ten (10) years from the date of payment of the first instalment whichever shall be the earlier

17.2 Prior to First Occupation of more than 500 Dwellings or within three (3) years of Commencement of Development (whichever is the sooner) the Owners shall pay to DCC the Temporary Youth Facilities Contribution

Permanent Facilities

17.3 Prior to the First Occupation of 1250 Dwellings the Owners shall identify on a Location Plan the location of the Youth Facilities Land

17.4 Prior to First Occupation of 3450 Dwellings the Owners shall

17.4.1 agree the Specification for the Youth Facilities with DCC and

17.4.2 lay out construct and complete the Youth Facilities in the approved location on the Location Plan in accordance with the Specification and to Completion Standard

17.5 On completion of the Youth Facilities pursuant to paragraph 17.4 of this Schedule to Completion Standard the Owners shall Offer to Transfer the Youth Facilities to DCC (or if jointly directed in writing by EDDC and DCC to EDDC or such other organisation)

SCHEDULE 11

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 £40,000 to be paid on the date of the Second Planning Permission

18.1.4 4th payment of £40,000 to be paid on the 12th month anniversary of the 3rd payment

18.1.5 5th payment of £35,000 to be paid on the 12th month anniversary of the 4th payment

SCHEDULE 12

Schedule 19

Library Facilities and Mobile Library Contribution

19.1 Prior to First Occupation of any Dwelling on the Land the Owner shall pay to DCC the first annual Mobile Library Contribution

19.2 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 ten (10) payments of the Mobile Library Contribution have been paid or until the Permanent Library Facility is completed and available for use by DCC or other organisation

19.3 Prior to the First Occupation of 1250 Dwellings the Owners shall identify on a Location Plan the location of the Library Facilities Land

19.4 Prior to first occupation of 3450 Dwellings the Owners shall

19.4.1 agree the Specification of the Library Facilities with DCC and

19.4.2 lay out construct and complete the Library Facilities on the Library Facilities Land in accordance with the Specification and to the Completion Standard

19.5 On completion of the Library Facilities pursuant to paragraph 19.4 of this Schedule to Completion Standard the Owners shall offer to Transfer the Library Facilities to DCC (or if jointly directed in writing by DCC and EDDC to EDDC or such other organisation)

SCHEDULE 13

Schedule 20

Police and Ambulance Facilities

20.1 Prior to the First Occupation of 1250 Dwellings the Owners shall identify on a Location Plan (or Location Plans) the location of the Police Station Land and the Ambulance Land

20.2 Prior to the first occupation of 2500 Dwellings the Owners shall lay out and complete each of the Police Station Land and the Ambulance Land as Serviced Land in the approved location to Completion Standard

20.3 On completion of each of the Police Station Land and the Ambulance Land pursuant to paragraph 20.2 of this Schedule as Serviced Land the Owners shall Offer to Transfer each of the Police Station Land and the Ambulance Land to EDDC

SCHEDULE 14

Schedule 21

Health and Wellbeing Land

21.1 Prior to the First Occupation of 1250 Dwellings the Owners shall identify on a Location Plan the location of the Health and Wellbeing Land

21.2 Prior to the first occupation of 2500 Dwellings the Owners shall lay out and complete the Health and Wellbeing Land as Serviced Land in the approved location to Completion Standard

21.3 On completion of the Health and Wellbeing Land pursuant to paragraph 21.2 of this Schedule as Serviced Land the Owners shall Offer to Transfer the Health and Wellbeing Land to EDDC (or if jointly directed in writing by EDDC and DCC to DCC or such other organisation)

SCHEDULE 15

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 From the grant of the Second Planning Permission the Owners shall ensure that when marketing all future Dwellings (1,151st – 3,450th inclusive), save where construction of any such Dwelling is complete on the date of the Second Planning Permission, purchasers will be offered the chance to purchase (for a reasonable price notified in advance to EDDC) sustainability options as an addition to the specification of each Dwelling which if such options are taken up by a purchaser shall be installed by the Owners in exchange for the agreed price of such options being added to the purchase price of that Dwelling. The options to be offered by the Owner under this provision must include (but are not limited to):

(a) Integrated Photovoltaic Panels

(b) Surface mounted photovoltaic panels

(c) Internal LED lighting and

(d) A Private electric vehicle charging point

25.5a For the purposes of Paragraph 25.5 above the following definitions shall apply:

'**Integrated Photovoltaic Panels**' means photovoltaic panels which are mounted flush with the Dwelling fabric (eg separate panels that are flush with a roof or photovoltaic roof tiles) that produce renewable electricity which can be exported from the Dwelling and which qualifies for renewable electricity incentive payments (currently the Feed in Tariff)

'**Internal LED Lighting**' means all fixed lighting in the Dwelling is provided with bulbs containing only light emitting diodes (LED) which meet the then current best practice

energy performance standards and provide the Dwelling's design lighting levels and match the equivalent light levels provided by non-LED alternatives

'**Surface mounted photovoltaic panels**' means photovoltaic panels which are fixed to the outside of the Dwelling fabric that produce renewable electricity which can be exported from the Dwelling and which qualifies for renewable electricity incentive payments (currently the Feed in Tariff) and

'**Private electric vehicle charging point**' means a supply point of electricity outside the Dwelling adjacent to a parking bay suitable for connecting a private electric car for an 8 hour charging period and which meets the then current standards, codes of practice and government guidance on electric vehicle charge points (currently provided in the Office for Low Emissions Vehicles "Domestic chargepoint grant: Guidance for chargepoint suppliers", March 2013)

25.6 The Owners shall construct 40% of the Dwellings within the 587 Dwelling Phase so as to conform to the following standards:

(a) All kitchens must achieve a minimum Average Daylight Factor of 2%

(b) All living rooms dining rooms and studies (including any room designated as a home office) must achieve a minimum Average Daylight Factor of 1.5%

(c) 80% of the Working Plane in each kitchen living room dining room and study (including any room designated as a home office) must receive direct sunlight from the sky

25.7 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 BREEAM Standards and any other requirements (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

25.8 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

25.9 When the Planning Permission become Challenge Free the Owners shall pay to EDDC the Energy Strategy Contribution

25.10 Unless a District Heating facility is provided and used to heat the Development the Owners shall submit Detailed Approvals 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

25.11 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

25.12 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 16

Schedule 26

Exe Estuary and Pebblebed Heaths SAC and SPA

The Owners covenant with EDDC for itself and its successors in title that:

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 Pebblebed Heaths 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 Pebblebed Heaths 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 Pebblebed Heaths SAC and SPA in accordance with the agreed methodology and shall submit the results to EDDC as soon as reasonably practicable thereafter

Exe Estuary and Pebblebed Heaths SAC and SPA Contribution

26.4 To pay EDDC the Exe Estuary and Pebblebed Heaths SAC and SPA Contribution Index Linked from the date of the Second Planning Permission as follows:

(a) £85,000 prior to the Commencement of the Development of the Second Planning Permission

(b) £85,000 prior to the First Occupation of the 230th Dwelling within the 587 Dwelling Phase

(c) £119,000 prior to the First Occupation of the 500th Dwelling within the 587 Dwelling Phase

26.5 EDDC shall use the Exe Estuary and Pebblebed Heaths SAC and SPA Contribution to carry out surveys projects and works that are designed to mitigate the impact of the Development on the Exe Estuary and Pebblebed Heaths SAC and SPAs (and for ancillary expenditure to such purposes)

SCHEDULE 17

Schedule 27

Allotments

27.1 Prior to the First Occupation of the first Dwelling in the 587 Phase the Owners shall submit to and obtain the written approval of EDDC to the Allotments Specification and Delivery Programme which shall include a programme for delivery of the Allotments

27.2 The Owners shall use reasonable endeavours to complete the Allotments by the First Occupation of 1250 Dwellings and in accordance with the approved Allotments Specification and Delivery Programme on the Sports Pitch Land and make them available for use as soon as practicable following the grant of the Second Planning Permission (taking into account the need to obtain Reserved Matters Consent and any other necessary consents or licences including under the Habitats Regulations and to carry out consequent mitigation and other works prior to laying out the Allotments)

27.3 The Owners shall in any event lay out and complete the Allotments prior to the First Occupation of 1700 Dwellings in accordance with the Allotments Specification and Delivery Programme

27.4 The Owners shall maintain the Allotments to the standard set out in the Allotments Specification and Delivery Programme for a period of twelve (12) months from the date on which EDDC certifies that the Allotments have 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

27.5 If the Owners do not maintain the Allotments to EDDC's satisfaction as required by clause 27.4 of this Schedule EDDC may after giving the Owners twenty eight (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

27.6 On the expiration of the maintenance period referred to in paragraph 27.4 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 Allotments then the Owners may Transfer the Allotments (or a part of it) to the Town Council provided always that the provisions of paragraphs27.1 and 27.4 have been complied with prior to such Transfer save that if such Transfer occurs prior to the laying out of the Allotments in accordance with 27.2 and 27.3 the Owners hereby covenant with EDDC that they shall lay out and maintain the Allotments in accordance with paragraphs 27.2 and 27.3 notwithstanding that the Allotments has already been transferred to the Town Council. For the avoidance of doubt the Town Council shall be under no obligation to accept any transfer of the Allotments in the event that the financial arrangements for their future maintenance is considered to be inadequate by the Town Council in its reasonable opinion

27.7 In the event that the Allotments are not transferred to a Town Council the Owners shall continue to maintain the Allotments to the standard set out in the Allotments Specification and Delivery Programme to the satisfaction of EDDC unless other arrangements (to include the payment of commuted sums) are agreed between EDDC and the Owners for the maintenance of the Allotments

SCHEDULE 18

Schedule 28

Waste Disposal

28.1 Prior to the First Occupation of any Dwelling that forms part of the 587 Dwelling Phase the Owners shall pay to EDDC the Waste Disposal Contribution for the purpose of providing the following waste disposal facilities to each Dwelling within the 587 Dwelling Phase (all capacities being approximate):

(a) One 180 or 240 litre (dependent on the size of the Dwelling) wheeled bin

(b) Up to three 55 litre kerbside recycling boxes

(c) One 23 litre kerbside food bin and

(d) One 6 litre indoor food waste caddy

28.2 Provided That the Waste Disposal Contribution is paid as required hereunder EDDC shall use reasonable endeavours to ensure that the facilities in paragraph 28.1 are provided to residential occupiers of each Dwelling for which the contribution is made within four (4) weeks of the written notification of First Occupation of each dwelling being provided to EDDC

SCHEDULE 19

Schedule 30

Extra Care

30.1 Prior to the First Occupation of 1250 Dwellings the Owners shall identify on a Location Plan the location of the Extra Care Land

30.2 Prior to the first occupation of 2500 Dwellings the Owners shall lay out and complete the Extra Care Land as Serviced Land in the approved location to Completion Standard

30.3 On completion of the Extra Care Land pursuant to paragraph 30.2 of this Schedule as Serviced Land the Owners shall Offer to Transfer the Extra Care Land to DCC (or if jointly directed in writing by EDDC and DCC to DCC or such other organisation)

SCHEDULE 20

Schedule 31

Children's Centre Facilities

31.1 Prior to the First Occupation of 1500 Dwellings the Owners shall identify the Children's Centre Land on a Location Plan

Temporary Children's Centre Contribution

31.2 Prior to the First Occupation of the 2000th Dwelling the Owners shall pay to DCC (or to EDDC or other organisation, if agreed between DCC and EDDC) the first Temporary Children's Centre Contribution

31.3 Upon the first anniversary of payment of the first Temporary Children's Centre Contribution and annually thereafter the Owners shall pay to DCC (or to EDDC or other organisation, if agreed between DCC and EDDC) the Temporary Children's Centre Contribution such annual payments to continue until the earlier of either three payments having been made or the Children's Centre Facilities having been provided and transferred to DCC (or EDDC or other organisation) in accordance with paragraph 31.5 below

Children's Centre Contribution and Facilities

31.4 Not prior to the First Occupation of the 1750th Dwelling but at any time thereafter DCC (or EDDC, if agreed between DCC and EDDC) shall give written notice to the Owners that the Owners shall either:

a) lay out and complete the Children's Centre Land as Serviced Land in accordance with the Specification and to Completion Standard on a date to be stipulated by DCC (or EDDC, if agreed between DCC and EDDC) Provided That such date shall be after either the First Occupation of 2500 Dwellings or one year from the date of the written notice (whichever shall be the later) and pay to DCC (or EDDC, if agreed between DCC and EDDC) the Children's Centre Contribution or

b) agree the Specification for the Children's Centre Facilities with DCC (or EDDC, if agreed between DCC and EDDC) and lay out construct and complete the Children's Centre Facilities on the Children's Centre Land in accordance with the Specification and to Completion Standard Provided That if the Owners are required to construct the Children's Centre Facilities they shall:

i. do so no later than a date to be stipulated by DCC (or EDDC, if agreed between DCC and EDDC) Provided That such date shall not be sooner than two years from the date of the written notice given under this paragraph or the First Occupation of 2500 Dwellings whichever shall be the later; and in either case DCC act expeditiously and reasonably in relation to the agreement of the Specification

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

31.5 The Children's Centre Contribution (if required to be paid under paragraph 31.4) shall be paid by the Owners upon the later of First Occupation of 2000 Dwellings or three months from the notice served under paragraph 31,4

31.6 Following either payment of the Children's Centre Contribution and laying out of the Children's Centre Land as Serviced Land or completion of the Children's Centre Facilities to Completion Standard (as appropriate) pursuant to paragraph 31.4 of this

Schedule the Owners shall Offer to Transfer the completed Children's Centre Land or completed Children's Centre Facilities (as appropriate) to DCC (or if jointly directed in writing by EDDC and DCC to EDDC or other organisation) on the date stipulated by DCC (or EDDC, if agreed between DCC and EDDC)

SCHEDULE 21

Schedule 32

Town Council Facilities

32.1 On each occasion and upon notice from EDDC that EDDC intend to carry out a Corporate Governance Review in relation to the Land the Owners shall pay to EDDC the Town Council Reorganisation Contribution (up to a maximum of three (3) such payments)

32.2 Prior to the First Occupation of 1500 Dwellings on the Land the Owners shall pay to EDDC the Town Council Contribution and thereafter shall pay to EDDC the Town Council Contribution upon written confirmation from EDDC that it has commenced the creation of a further Town Council to serve the Land up to a maximum of three (3) such payments

32.3 Prior to the First Occupation of 1250 Dwellings the Owners shall identify on a Location Plan the location of the Town Council Land

32.4 Prior to First Occupation of 3450 Dwellings the Owners shall lay out construct and complete the Town Council Facilities on the Town Council Land in accordance with the Specification and to the Completion Standard

32.5 On completion of the Town Council Facilities pursuant to paragraph 32.4 of this Schedule to Completion Standard the Owners shall offer to Transfer the Town Council Facilities to EDDC or to the Town Council (in the event that a Town Council has been formed for Cranbrook which is willing and able to take on the responsibility for the Town Council Facilities)

SCHEDULE 22

Appendix 1

Form of Transfer

Appendix 1 Form of Transfer

In respect of each of the following Premises the draft transfer annexed hereto shall be used subject only to completion and to any consequential amendments and including the appropriate wording specific to clause 12.1.10 of each transfer as set out below:

- Ambulance Land

  Insert "for the parking of two ambulances."

- Church Worker Residential Accommodation

  Insert "for the provision of accommodation for a resident clergy or other church worker."

- Health and Wellbeing Land

  Insert "for the provision of a Health and Wellbeing Facilities (meaning a primary health care resource centre covering minor injuries community services mental health care elderly care social services pharmacy dental and optical care which shall be suitable for general practitioners) or such other community health related facilities as may be approved by EDDC and DCC."

- Country Park and Nature Reserve

  Insert "for the provision of a country park and nature reserve."

- Education Campus

  Insert "for any use or purpose permitted from time to time by the Secretary of State for Education in respect of an education facility ."

- First Primary School Site

  Insert "for the provision of a Primary School (as defined in the Section 106 Agreement) or for any use or purpose permitted from time to time by the Secretary of State for Education in respect of an education facility ."

- Multi Purpose Building

  Insert "for the accommodation of the Temporary Ambulance Land and the Temporary Police Land (both as defined in the Section 106 Agreement) and the provision of a a town hall and community building, health and social care facilities, education uses and other community uses including as a library."

- Open Space (including the Play Areas)

  Insert "for the provision of Open Space and Play Areas (as defined in the Section 106 Agreement) for the recreation and amenity of the residents of properties on the Estate and their visitors and invitees."

- Place of Worship Land

  Insert "for the provision of a place of worship."

- Police Station Land

  Insert "for the provision and use of a police station."

- Railway Station Land

  Insert "for the provision of a Railway Station (as defined in the Section 106 Agreement) operated for public transport purposes."

- Sports Pitch Land

  Insert "for the provision of Sports Pitches (as defined in the Section 106 Agreement) for the recreation and amenity of the residents of properties on the Estate and their visitors and invitees."

- Street Scene Services Compound

  Insert "for the provision of a Street Scene Services Compound."

- Youth Facilities Land

  Insert "for the provision of a youth centre for social and community use by the residents of properties on the Estate and their visitors and invitees."

- On-Site Landscaping

  Insert "for the provision of landscaping on the Estate."

- Public Convenience Building (where it does not form part of a commercially provided building)

  Insert "for the provision of a public convenience building for use by the residents of properties on the Estate and their visitors and invitees."

- Country Park Resource Centre

  Insert "for the provision of a Country Park Resource Centre (as defined by the Section 106 Agreement)."

- Library Facilities Land

  Insert "for the provision of a library and other community uses"

- Town Council Land

  Insert "for the provision of meeting rooms and offices for the Town Council."

- Children's Centre Land

  Insert "for the provision of a children's centre or such other community uses as may be agreed by DCC or EDDC)."

- Extra Care Land

  Insert "for the provision of Extra Care housing as defined in the Section 106 Agreement) "

- Allotments

  Insert "for the provision of allotments"

Land Registry
Transfer of part of registered title(s)

TP1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

1	Title number(s) out of which the property is transferred:

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

3	Property: Land comprising the [ ] shown edged red The property is identified [X] on the attached plan and shown: edged red ☐ on the title plan(s) of the above titles and shown:

4	Date:

Give full name(s).

Complete as appropriate where the transferor is a company.

5	Transferor: [Persimmon Homes Limited/Hallam Land Management Limited/Taylor Wimpey Developments Limited] For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix: [Persimmon Homes Limited 4108747 Hallam Land Management Limited 2456711 Taylor Wimpey Developments Limited 00643420] For overseas companies (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

6	Transferee for entry in the register: [Devon County Council/East Devon District Council] For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix: For overseas companies (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:

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Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

7 Transferee's intended address(es) for service for entry in the register:
[County Hall, Topsham Road, Exeter, EX2 4QD
Council Offices, Knowle, Sidmouth, Devon, EX10 8HL]

8 The transferor transfers the property to the transferee

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

9 Consideration

[X] The transferor has received from the transferee for the property the following sum (in words and figures):
One Pound £1.00

☐ The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate:

Place 'X' in any box that applies.

Add any modifications.

10 The transferor transfers with

[X] full title guarantee

☐ limited title guarantee

10.1 The words "at his own cost" in Section 2(a)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 are deemed to have been replaced by "at the cost of the covenantee" and the words "and could not reasonably be expected to" from section 3(a) of the 1994 Act will be deemed to have been omitted.

10.2 For the purposes of section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994 the Transferee is considered to have actual knowledge of and the Property is expressly transferred subject to all matters:-

10.2.1 contained or referred to in this deed;

10.2.2 now recorded in registers open to public inspection;

10.2.3 apparent on inspection or rights acquired through long use whether or not apparent on inspection

Where the transferee is more than one person, place 'X' in the appropriate box.

11 Declaration of trust. The transferee is more than one person and

☐ they are to hold the property on trust for themselves as joint tenants

☐ they are to hold the property on trust for themselves as tenants in common in equal shares

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
  - in the first box, or
  - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, *or*
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to Land Registry's Public Guide *18 - Joint property ownership* and Practice Guide *24 - Private trusts of land* for further guidance. These guides are available on our website www.landregistry.gov.uk

☐ they are to hold the property on trust:

Use this panel for:
- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

12 Additional provisions

Definitions

12.1 In this clause 12 save where the context otherwise provides the definitions in the preceding clauses apply and the following expressions shall have the meanings given to them below:-

12.1.2 **"the Covenant Owners"** means Taylor Wimpey Developments Limited, Hallam Land Management Limited and Persimmon Homes Limited and every person who owns part of the Covenant Land

12.1.3 [WHERE APPROPRIATE - **"Customer Agreement"** means an agreement for the supply of hot water to the MPB transferred by E.ON UK Plc in the form of the draft referred to in the Deed of Grant and Covenant -]

12.1.4 **"Deed of Covenant"** shall have the meaning assigned to it in the Rentcharge Deed

12.1.5 **"Deed of Grant and Covenant"** means a Deed of Grant and Covenant dated 24 June 2011 between Hallam Land Management Limited and Taylor Wimpey Developments Limited (1) and E.On UK Plc (2)

12.1.6 **"the Estate"** means the property defined as the "Land" in the Section 106 Agreement and the Retained Land

12.1.7 **"the Estate Roads and Footways"** means the roads and footways on the Estate intended for maintenance by the Highway Authority at public expense but not including any driveway forecourt or footway transferred or intended to be transferred to individual transferees

12.1.8 **"Management Company"** means Cranbrook Limited (company number 7655648)

12.1.10 **"Permitted Use"** means

the use of the land for [ ]

12.1.11 **"the Plan"** means the attached plan

12.1.12 **"Rentcharge"** means the rentcharge payable under the Rentcharge Deed

12.1.13 **"Rentcharge Deed"** means a rentcharge deed dated 24 June 2011 made between (1) Hallam Land Management Limited and Taylor Wimpey Developments Limited and (2) the Management Company

12.1.14 **"the Retained Land"** means the land comprised in the above titles excluding the Property.

12.1.15 **"Section 106 Agreement"** means an agreement relating to land North of Rockbeare, Devon dated 3 December 2010 and made pursuant to section 106 of the Town and Country Planning Act 1990 made between East Devon District Council (1) Devon County Council (2) Taylor Wimpey Developments Limited (3) Hallam Land Management Limited (4) Persimmon Homes Limited (5) Redrow Homes Limited (6) and others and any subsequent variations or supplemental agreements entered into.

12.1.16 **"Service Authorities"** means the companies or authorities from time to time responsible for highways sewerage drainage and land drainage for the area in which the Property is

situated.

12.1.17 **"Service Companies"** means the companies or authorities from time to time providing water electricity gas telephone television, radio services, telecommunications, internet and broadband services for the area in which the Property is situated.

12.1.18 **"Service Installations"** means Sewers channels drains pipes watercourses wires cables soakaways manholes and any other conducting media and apparatus for the supply of water electricity gas telephone television or radio services, telecommunications, internet, broadband services or the disposal of foul or surface water.

12.1.19 **"Sewer"** shall be deemed to include manholes, ventilation shafts pumps rising mains and other accessories (and "Sewers" shall be interpreted accordingly).

12.1.20 **"Statutory Agreement"** means any agreement that is made under one or more of section 38 and/or 278 Highways Act 1980 and Section 104 Water Industry Act 1991 or under the Gas Act 1980, the Water Act 1989 or any statutory provisions with a similar purpose or any agreement with a local water authority, the Environment Agency, an internal drainage board or other appropriate authority about water supply to and drainage of foul and surface water and effluent from the Retained Land or any other agreement with a competent authority or body relating to other services for the benefit or access to and from the Retained Land.

12.1.21 **"Temporary Use"** shall be as defined in the Section 106 Agreement.

12.1.22 **"Unbuilt Property"** means such area(s) of the Property which are not built upon

12.1.23 **"the Transferor"** and **"the Transferee"** shall include the successors in title of the Transferor and the Transferee respectively

12.1.25 Reference to any statutory provisions herein shall be deemed to include references to any re-enactment or modification of such provisions or similar legislative provision

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Rights granted for the benefit of the property

12.2 The Property and each and every part of it is transferred with the rights set out in the First Schedule hereto

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Include words of covenant.

Rights reserved for the benefit of other land

12.3 The Property and each and every part of it is transferred excepting and reserving the rights set out in the Second Schedule hereto

Restrictive covenants by the transferee

12.4 The Transferee covenants with the Covenant Owners (but not so as to render the Transferee personally liable for any breach arising after the Transferee has parted with all interest in the Property or the part on which such breach is committed) as follows:

12.4.1 not to use the Property except for the Permitted Use relevant to each respective part of the Property until the earlier of:

12.4.1.1 25 years from the date of this transfer;

12.4.1.2 the Transferee obtains a deed of release from the Covenant Owners

12.4.2 not to obstruct the roads and footways on the Estate by parking save as temporarily necessary for development of the Property

12.4.3 not to make any disposition of the Property without first procuring a deed of covenant from the disponee in favour of the Transferor in which the disponee covenants to observe the covenants in this transfer and such deed of covenant shall be delivered to the Transferor within 5 working days of its being dated and completed PROVIDED THAT this paragraph shall not apply if the disposition is to the Transferor

Positive covenants by the Transferee

12.5 The Transferee further covenants with the Transferor:-

12.5.1 To grant to the Transferor or to any of the Service Authorities or Service Companies such easements in under or over the Unbuilt Property as any of them from time to time reasonably require (and in such form as they may reasonably require) in connection with the services usually provided by or maintained by them provided that such easements do not interfere with or prejudice the use of the Property

12.5.2 To maintain the boundary fences walls and/or hedges (if any) marked with an inward T on the Plan

12.5.2 [To maintain in good repair and condition any balancing pond constructed or to be constructed on the Property] – to be inserted in Transfer of County Park and Nature Reserve Land.

12.5.3 To observe and perform the restrictive and other covenants affecting the Property and contained in the charges registers of the title to the Property to the extent that they are not prejudicial to the Transferee's use of the Property for the Permitted Use

12.5.4 [WHERE APPROPRIATE- Upon the completion of this Transfer to enter into a Customer Agreement and not to

transfer the Property unless at the same time as such transfer is completed the transferee enters into a Customer Agreement

12.5.5 To observe and perform the provisions of the Rentcharge Deed so far as the same relates to the Property and to pay the Rentcharge reserved thereby in respect of the Property and not to transfer the Property unless at the same time as such transfer is completed the transferee enters into a Deed of Covenant and delivers the same to the Management Company]

12.5.6 On request from the Transferor to join in and execute any agreement for the purpose of consent and dedication as landowner only for the adoption of the Estate Roads and Footways and any Statutory Agreement and any variations or supplemental agreements under section 106 of the Town and Country Planning Act 1990

Include words of covenant.

Restrictive covenants by the transferor

Transferor's Covenants

12.6 The Transferor hereby covenants with the Transferee and its successors in title that the Transferor will at its own cost ensuring no cost is passed to the Transferee by increased utility costs or otherwise as soon as reasonably practicable [but in any event within a period of [ ] of the date of this Transfer]:-

12.6.1 Construct and make up the roads and footways and adjacent verges on the Estate serving or used in connection with the Property reserve access and egress with or without vehicles to the developed highway in a proper and workmanlike manner and will kerb, drain and light, mark and complete the same according to the requirements of the appropriate highway authority and will maintain review and repair such roads footpaths and verges within the Estate until the same are adopted and taken over by the appropriate highway authority and will at all times hereafter indemnify the Transferee from and against all costs charges claims and demands in respect of the making up maintenance, renewal, repair and adoption of the Estate roads and footways and adjacent verges except to the extent that the same shall arise out of or in consequence of neglect, default of liability of the Transferee and shall procure that such roads and footways and adjacent verges within the Estate are adopted and maintainable at public expense as soon as reasonably possible (provided that the Transferee shall either make good any specific damage it or its agents cause to the Estate roads and footways and adjacent verges or pay the reasonable costs of repairing such specific damage it causes and contributes a fair proportion according to use of the cost of cleaning, maintaining, repairing and reinstating all such Estate roads and footways)

12.6.2 Construct and make up the Service Installations serving or used in connection with the Property in a proper and workmanlike manner and will complete the same according to the requirements of the appropriate authority or utility company and will maintain review and repair such Service Installations until the same are adopted and taken over by the appropriate authority and will at all times hereafter indemnify the Transferee from and against all costs charges claims and demands in respect of the making up maintenance renewal repair and adoption of the Service Installations except to the extent that the same shall arise out of or in consequence of neglect, default or liability of the Transferee and shall procure the adoption of such Service Installations as soon as reasonably possible (provided that the Transferee shall either

make good any specific damage it or its agents cause to the Service Installations or pay the reasonable costs of repairing such specific damage it causes and contributes a fair proportion according to use of the cost of cleaning maintaining repairing and reinstating all such Service Installations)

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Other

Agreements and Declarations

12.7 IT IS HEREBY AGREED AND DECLARED as follows:-

12.7.1 That except as expressly granted by this transfer the Transferee shall not by virtue of this transfer acquire or be entitled to any right of light or air or other easements or rights and nothing contained in or implied by this transfer shall operate to impose any restriction which would materially prejudice the free use or enjoyment of any adjoining or neighbouring land of the Transferor for building or other purposes and any enjoyment of light or air had by the Transferee from or over any adjoining or neighbouring land now or within the perpetuity period belonging to the Transferor shall be deemed to be had by the consent of the Transferor

12.7.2 That except as expressly granted by this transfer the Transferor shall not by virtue of this transfer acquire or be entitled to any right of light or air or other easements or rights and nothing contained in or implied by this transfer shall operate to impose any restriction which would materially prejudice the free use or enjoyment of any adjoining or neighbouring land of the Transferee for building or other purposes and any enjoyment of light or air had by the Transferor from or over any adjoining or neighbouring land now or within the perpetuity period belonging to the Transferee shall be deemed to be had by the consent of the Transferee

12.8 Application to Registrar

The Transferor and the Transferee hereby apply to the Registrar to enter in the Register such of the rights exceptions reservations agreements declarations covenants conditions and stipulations in this transfer as are capable of registration and also apply to the Registrar (and if necessary will do so in appropriate Land Registry form) to enter the following restriction on the proprietorship register of the title to the Property in the following terms or any variation of the same required by the Registrar (and for the avoidance of doubt the Transferee consents to registration of such restriction):

"No disposition of the registered estate other than a charge by the proprietor of the registered estate is to be registered without written consent signed by the solicitors or conveyancers acting for the proprietor making the disposition that the provisions of clauses 12.4.3 12.5.4 and 12.5.5 of a Transfer dated ▼ 20[ ] between Persimmon Homes Limited /Hallam Land Management Limited /Taylor Wimpey Limited (1) and Devon County Council/East Devon District Council (2) have been complied with"

THE FIRST SCHEDULE

(Rights Granted)

1. The free and uninterrupted right for the Transferee and all person authorised by the Transferee in common with the

Transferor and all others having the like rights or to whom like rights may be granted to pass at all times and for all purposes in connection with the use and occupation of the Property with or without vehicles as appropriate over such parts of the Estate along roads and footways and any private roads and footways necessary to gain access to and egress from the Property to the adopted highway.

2. The right to connect to and thereafter use inspect maintain replace (on a like for like basis) clean and renew any Service Installations that are now or within in the future are laid in, through, upon, over or under the Estate which serve or are capable of serving the Property

3. The free and uninterrupted passage of all services through Service Installations to and from the Property at all times for all purposes

4. The right to connect and use inspect maintain and renew any Service Installations on the Estate which serve the Property for the Transferee and those authorised by it to enter and remain upon so much as is necessary of the Estate on reasonable prior notice (save in the case of emergency) with or without workmen plant and equipment and the right to do the following:-

   4.1 inspect, maintain, renew, replace, clean, connect to and server connections with any Service Installations referred to in Clause 2 of this First Schedule;

   4.2 lay further Service Installations during the perpetuity period in accordance with the rights granted by paragraph 2 of this First Schedule;

   4.3 repair maintain decorate replace renew and clean any buildings or fences on the Property or boundary fences or party walls between the Estate and the Property and to erect scaffolding on the Retained Land in the exercise of this Right

5. Upon giving prior reasonable written notice to divert or alter the course of the Sewers or drains or Service Installations now or in future laid and connected to the Property without any payment or compensation therefore provided that any such diversion or alteration shall not materially affect the use and enjoyment of the Retained Land provided that there is no interruption to service or that an alternative service is provided

6. The right of support for the Property and any walls buildings structures and fences on it

7. The right of overhang of the roofs, gutters, eaves and drainpipes of the buildings from time to time on the Property during the Perpetuity Period over the Retained Land and the right to discharge rainwater from them on to the Estate

8. The right of support for the Property and any walls buildings structures and fences on it

9. All other necessary rights necessary to use the Property for the Permitted Use

10. The rights of entry granted by this First Schedule are subject to the Transferee or other person or body exercising such right:

10.1 Causing as little inconvenience as reasonably practicable to the Transferor in the exercise of these rights;

10.2 Complying with all statutory requirements and obligations in relation to the rights of entry and the carrying out of any works;

10.3 Making good as soon as reasonably practicable all damage caused to the Retained Land and any buildings from time to time on it to the reasonable satisfaction of the Transferor or the owner and occupier of any buildings so affected.

10.4 Not exercising the rights in respect of any built upon areas of the Estate upon which a building is erected.

THE SECOND SCHEDULE
(Rights excepted and reserved out of the Property)

1. The rights for the Transferor and its successors in title owners and occupiers of the Retained Land:

1.1 Upon reasonable notice (in writing) to divert or alter the course of the Sewers or drains now laid on the Estate and connected to the Property without any payment or compensation therefore provided that any such diversion or alteration shall not materially affect the use and enjoyment of the Property provided that there is no interruption to service or that an alternative service is provided and making good any damage which may be occasioned thereby

1.2 Upon reasonable prior written notice to enter upon the Unbuilt Property so far as may be necessary to repair cleanse maintain and renew Service Installations and the said eaves gutters downpipes foundations and similar structures

1.3 Upon giving reasonable prior notice (except in the case of emergency) to enter upon the Unbuilt Property so far as may be reasonably necessary to repair, cleanse, maintain and renew Service Installations and the said eaves, gutters, downpipes, foundations and similar structures, the persons entering causing as little damage as possible and making good all damage caused

1.4 Upon reasonable prior written notice being given to enter upon the Unbuilt Property where reasonably necessary for the purpose of constructing, decorating, maintaining and repairing any walls, buildings or fences erected or to be erected on the Retained Land the person or persons entering doing as little damage as possible and making good all damage caused in the exercise of such rights.

2. The right (upon reasonable prior written notice) for the Transferor and others authorised by it to enter on the Unbuilt Property where reasonably necessary to carry out any work required under or in relation to any landscaping scheme or agreements under the Section 106 Agreement in respect of the Estate making good any damage occasioned by the exercise of such rights.

3. The right for Service Companies for the benefit of their respective undertakings to place underground electric lines and if appropriate conduits and other Service Installations on and under the Unbuilt Property and overhead electric and telephone lines and supports therefore and any other apparatus connected therewith in and over the Unbuilt Property and thereafter to use the same with the right of such companies their officers, servants, workmen and agents with or without all necessary appliances and materials to enter upon the Unbuilt Property at all reasonable times on prior reasonable written notice (save in the case of emergency) for the purpose of inspecting, maintaining, repairing, cleansing, renewing or replacing the same provided that such companies shall make good any damage caused by them as soon as practicable and shall not break open the surface of any land covered by a building.

4. The right for Service Authorities for the benefit of their respective undertakings to lay and use Service Installations passing under the Unbuilt Property for the passage and disposal of surface water and/or foul water as may be reasonably necessary with the right of such authorities, their officers, servants, workmen and agents with or without all necessary appliances and materials to enter upon the Unbuilt Property at all reasonable times on prior reasonable written notice (save in case of emergency) for the purpose of inspecting, maintaining, repairing, cleansing, renewing or replacing any such Service Installations provided that such authorities shall make good any damage caused in the exercise of such rights as soon as practicable.

5. The Right for the Transferor and others authorised by it to construct sewer pipes, drains and/or other drainage infrastructure including a balancing pond on the Property] – to be inserted in the transfer of County Park and Nature Reserve

6. The rights of entry reserved by this Second Schedule are subject to the Transferor or other person or body wishing to exercise such right:

   6.1 First obtaining any consents required for the installation of or connection to any Service Installation;

   6.2 Causing as little inconvenience as reasonably practicable to the Transferee and the occupiers of the Property in the exercise of these rights;

   6.3 Complying with any statutory requirements and obligations in relation to a rights of entry and the carrying out of any works; and

   6.4 Making good as soon as reasonably practicable all damage caused to the Property and any buildings from time to time on it to the reasonable satisfaction of the Transferee or the owner and occupier of any buildings so affected.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

13 Execution

Executed as a Deed by
PERSIMMON HOMES LIMITED
acting by its attorneys in the
presence of:

Executed as a Deed by
TAYLOR WIMPEY
DEVELOPMENTS LIMITED
acting by its attorneys in the
presence of:

Executed as a Deed by
HALLAM LAND MANAGEMENT
LIMITED acting by its attorneys
in the presence of:

The Common Seal of
DEVON COUNTY COUNCIL
was hereunto affixed in the
presence of:

The Common Seal of
EAST DEVON DISTRICT COUNCIL
was hereunto affixed in the
presence of:

If there is more than one transferee and panel 11 has been completed, each transferee may also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Land Registry's Public Guide *18 - Joint property ownership* and Practice Guide *24 - Private trusts of land* for further guidance.

WARNING
If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

SCHEDULE 23

Appendix 3
Bonded Items

This Appendix sets out the Secured Items which are to be covered by a bond and/or charge under the provisions of Clause 18 of the Agreement. The Secured Value is set out in relation to each set of Secured Items

DCC Secured Items

The following items shall be covered by a Bond or other security in favour of DCC and to a Secured Value in the sum of £3,500,000 (Three Million Five Hundred Thousand Pounds) such security to be in place prior to the Security Point of the First Occupation of the 50th Dwelling

- Off-site Highway Landscaping Maintenance Contribution
- Recycling Contribution
- Interim Bus Measures Contribution
- The Access and Parking Works Contribution and the Platform Works Contribution
- First Primary School
- Secondary School Contribution
- The Children's Centre Facility
- The Public Transport Interchange Contribution
- The Bus Service Contribution
- First Footpath Creation Contribution
- Second Footpath Creation Contribution
- The Community Use Enhancement Sum
- Temporary Youth Facilities Contribution
- Youth Worker Contribution
- Mobile Library Contribution
- Crannaford Crossing Contribution
- Crannaford Crossing Study Contribution
- Off-Site Minor Road Improvements Design Contribution
- Junction 29 and 30 Contribution
- Monitoring Contribution
- Mitigation Contribution

- Off-Site Minor Road Improvements Contribution
- Bus Detection Contribution
- Bus Service Contribution
- Ramp Metering Contribution
- A30 Slip Road Commuted Sum
- Car Club Contribution
- On site highways and associated works to the public highway
- Sums referred to in paragraph 3.33 of Schedule 3
- Youth Facilities
- Tithebarn Link Road Contribution
- Residential Travel Plan Contribution
- Signage Contribution

The Education Campus/Education Payment Bond

If no notice is served under paragraph 2.7 of Schedule 2 the following item shall be covered by a Bond or other security in favour of DCC and to a Secured Value in the sum of the Education Payment such security to be in place prior to the Security Point of the first Occupation of the 1150th Dwelling or if a notice is served under paragraph 2.7 of Schedule 2 in the value of £1,000,000 (One Million Pounds) such security to be in place prior to the Security Point of First Occupation of the 1000th Dwelling:

- Education Campus/Education Payment

EDDC Secured Items

The following items shall be covered by a Bond or other security in favour of EDDC and to a Secured Value in the sum of £1,500,000 (One Million Five Hundred Thousand Pounds) such security to be in place prior to the Security Point of the First Occupation of the 50th Dwelling

- New Community Officer Contribution
- Community Development Worker Contribution
- Town Council Reorganisation Contribution
- Town Council Contribution
- Play Areas Contribution
- Public Art Contribution
- Street Scene Services Compound
- Off-Site Landscaping Contribution

- Country Park Officer Contribution
- Country Park and Nature Reserve
- Country Park Resource Centre
- Sports Pitches
- Multi-Purpose Building
- Public Convenience Commuted Sum
- Public Realm Commuted Sum
- Exe Estuary and Pebblebed Heaths SAC and SPA Contribution
- The Play Area Contributions listed at Schedule 8.11
- Allotments

SCHEDULE 24

Appendix 12

Affordable Housing Appendix

Part 1

RP Units

1 bedroom flats @ 46 square metres = 74 units

2 bedroom flats @ 62 square metres = 114 units

2 bedroom terraced houses @ 76 square metres = 289 units

3 bedroom terraced houses @ 86 square metres = 319 units

3 bedroom detached houses @ 96 square metres = 51 units

4 bedroom detached houses @ 106 square metres = 23 units

Total = 870 units

NB: actual numbers of units may vary depending on the willingness of Registered Providers to accept Transfer of Affordable Housing Units

Affordable by Design Housing Units

1 bedroom flats @ maximum of 490 square feet – 60 units

2 bedroom terraced houses @ maximum of 580 square feet – 115 units

3 bedroom terraced houses @maximum of 650 square feet – 115 units

Total = 290 units

The numbers size and type of RP Units and Affordable by Design Housing Units shall be subject to variation by agreement in writing between the Owners and EDDC

Part 2

Transfer Values for all phases (except the 587 Dwelling Phase

Table 1A

In respect of each Social Rented Unit (as appropriate) relevant transfer value shall be as set out below:

Unit type	Transfer value
1 bed flat	£37,130
2 bed flat	£58,715
2 bed house	£69,688
3 bed terrace	£73,657
3 bed house	£77,742
4 bed house	£92,440

Table 1 B

Transfer value in respect of each HomeBuy Unit shall be as set out below:

Unit type	Transfer value
1 bed flat	£84,000
2 bed flat	£121,786
2 bed house	£117,746
3 bed terrace	£135,370
3 bed house	£152,967
4 bed house	£198,750

Table 2

Transfer Value to be paid by Registered Providers for Social Rented Units under paragraph 1 15 of Schedule 1

Unit type	Transfer value
1 bed flat	£38,000
2 bed flat	£45,000
2 bed terrace	£52,000
3 bed terrace	£60,000
3 bed detached house	£60,000
4 bed detached house	£65,000

Table 3

Transfer Value to be paid by EDDC in respect of Social Rented Units shall be

Unit type	Transfer value
2 bed flat	£34,195
2 bed terrace	£42,742
3 bed terrace	£47,341

All Transfer Values (other than for Affordable Housing Units in Phase 1) to be Index Linked. Index Linking to be from the date of this Agreement

Part 3

List of Registered Providers

- Devon and Cornwall Housing Association
- Guinness Trust Housing Association
- Hastoe Housing Association
- Yarlington Housing Group
- Sanctuary Housing Association
- Spectrum Housing Association
- Sovereign Housing Association Limited

Part 4

587 Dwelling Phase – Second Planning Permission

587 units @ 25% = 147

25% on site affordable housing – 70:30 in favour of affordable rent:shared ownership in line with the following mix:

70% Affordable Rent = 103 units

Table 5

No	House type	Size (m^2)	%	Transfer Value
8	1bedroom 2person flat	46	7.8	£80,000
3	2bedroom 4person flat	67	2.9	£107,500
4	2bedroom 4person wheelchair flat	76	3.8	£107,500
4	2bedroom 4 person coachouse	75	3.8	£107,500
34	2bedroom 4person house	76	36.9	£130,000
39	3bedroom 5person house	86	37.9	£145,000
3	3bedroom 5person wheelchair house	112	2.9	£152,000
8	4bedroom 6person house	96	7.8	£165,000
103			**100.0**	

30% Shared Ownership = 44 units

Table 6

No	House type	Size (m^2)	%	Transfer Value
24	2bedroom 4person house	76	54.5	£130,000
20	3bedroom 5person house	86	45.5	£145,000
44			**100.**	

SCHEDULE 25

Appendix 16

Addendum to Strategic Design Guide

East Devon New Community - Cranbrook

Strategic Design Guidance: Addendum

18 June 2014

Hallam Land Management Limited
Persimmon Homes (South West) Limited
Taylor Wimpey Developments Limited

Strategic Design Guide Addendum

1 Cranbrook Strategic Design Guide (SDG) was approved, along with the original outline planning permission for Cranbrook, on 29 October 2010. The SDG is dated 30 June 2010.

2 The SDG fleshes out and explains the land use proposals set out in the Development Framework Plan approved under permission 03/P1900 and describes generic design principles to be applied in Cranbrook.

3 The document has guided and will continue to guide applications for reserved matters approvals and for full applications within the Cranbrook application area. Such further applications include the approval of planning permission for the development of 587 dwellings and associated infrastructure in (reference 13/1752) and reserved matters include for instance for approvals for Phase 1 of the development and for the education campus.

4 The approval of such detailed and subsequent permissions has resulted in some more detailed development of the land use proposals.

5 The purpose of this addendum to the SDG is to provide a factual update of the more detailed disposition of the land uses to reflect permission granted. It does so in an updated Master Plan for Cranbrook (Figure 1).

6 Figure 1 reflects:

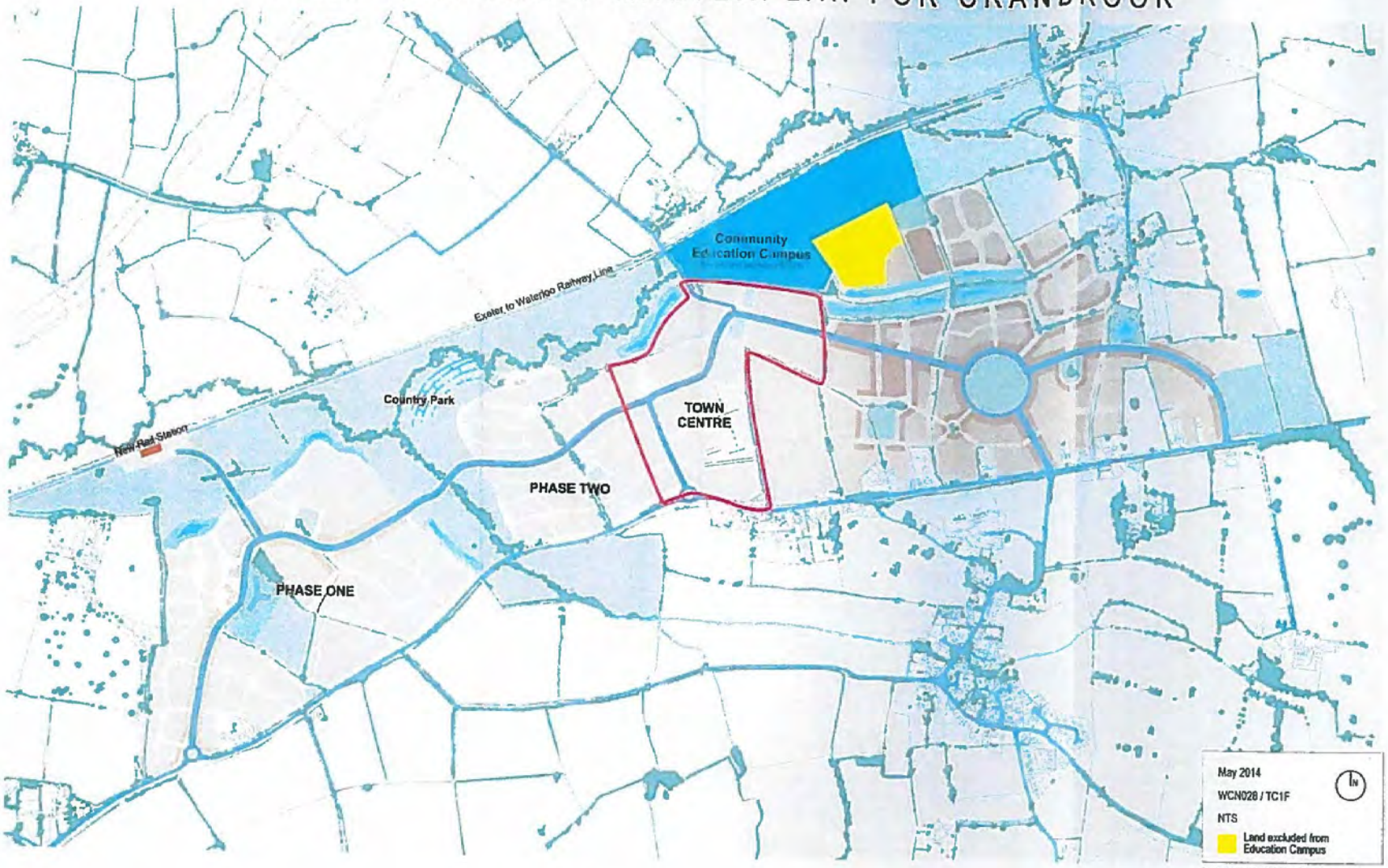
- the approved layouts for phases one and two of the Cranbrook development;
- such approved layouts for infrastructure associated with phases 1 and 2 of the development (including drainage basins and the main local route);
- the reserved matters approvals for the primary school, multi-purpose building and neighbourhood centre in Phase 1 of the development; and
- the reserved matters approval for the education campus.

7 Figure 1 also reflects a re-defined town centre boundary within which retail, commercial, community and residential uses will be located. Within the town centre illustrative details of the town centre are shown. The detailed form of the town centre and its design will be finalised in a Town Centre Design Code and in detailed reserved matters applications.

8 Figure 1 does not supercede the drawings and principles in the Strategic Design Guide (30 June 2010) but seeks to illustrate the up to date position in terms of consents and implementation.

9 As is set out in the updated Phasing Strategy Update, the remainder of the outline permission (that not yet been implemented or benefitting from detailed approvals) will be progressed in a number of sub phases through a series of reserved matters applications. Such phases and reserved matters applications will be informed by the Council's and the new community partners plans for the expansion of Cranbrook and the issues relating to the expansion of the community will need to be considered in the determination of such applications.

FIGURE 1: UPDATED MASTERPLAN FOR CRANBROOK



CRANBROOK

SCHEDULE 26

Appendix 19

Phasing Strategy

East Devon New Community - Cranbrook

Phasing Strategy

1 October 2010
(Updated 11 July 2014)

Hallam Land Management Limited
Persimmon Homes (South West) Limited
Taylor Wimpey Developments Limited

1 Phasing Strategy – Purpose of Strategy

1.1 This strategy sets out the proposals in relation to the phasing for Cranbrook to:

- ensure the smooth progression of development;
- ensure the integrated and coherent delivery of development and associated infrastructure;
- meet the expectations of sustainable communities in relation to access to services in each phase of development; and
- maximise market conditions and be able to respond to market forces.

1.2 The strategy was approved, along with the original outline planning permission for Cranbrook, on 29 October 2010. The original phasing strategy was dated 1 October 2010. This update provides a factual update of the original strategy only – such that it reflects the present context of the proposals at Cranbrook. It has not been necessary to update the principles of the strategy.

1.3 The strategy seeks to meet these objectives and takes particular account of the ability to deliver, in a comprehensive manner, the infrastructure necessary to development. The strategy is complemented by the section 106 agreement that accompanied the original Cranbrook consent (03/1900) as amended by the Deed of Variation completed following the approval of planning permission 13/1752 for the development of 587 dwellings and associated infrastructure. The section 106 agreement as amended by the Deed of Variation, set out the triggers relating to the progression of development and implementation of related infrastructure across the site as a whole.

1.4 Both the phasing principles and triggers are based upon current expectations regarding the progression of development of the site and will need to be kept under review and may lead to amendments to the Phasing Strategy.

1.5 It discourages the piecemeal provision of disparate and underutilised infrastructure.

1.6 The Phasing Strategy is consistent, and to be read in conjunction, with the accompanying strategies, for instance, the Landscape Biodiversity and Drainage Strategy (LBDS) which includes:

- further detail in relation to the phasing of the open space; and

- the forward landscape and ecology works for each phase of development.

1.7 Compliance with this Phasing Strategy is to be regarded as compliance with the phasing principles and details as set out exclusively in section 6, and with the resultant provisions of the section 106 agreement in relation to specific triggers. In the event of any differences between the strategy and the section 106 agreement, the provisions of the section 106 agreement shall take precedence.

1.8 Indicative rates of development are included. These are illustrative only and may be higher or lower. They are for information only and do not form part of the Phasing Strategy commitments. Likewise the inclusion of the illustration in Figure 2 of how far and where development might have progressed, is also illustrative, for information only, and does not form part of the Phasing Strategy commitments. Individual development parcels might be developed in a different sequence.

1.9 Figure 1 provides the basic definitions of the terminology employed in the Phasing Strategy.

2 Additional Provisions in Relation to Phasing

2.1 The Phasing Strategy sits alongside the conditions attached to the outline planning permission and in relation to planning permission 13/1752 and which require the submission of further detail in terms of the delivery of specific and more localised development elements.

2.2 This includes for instance, the requirement that the commencement of development or occupation of dwellings within each area will require prior approval of details of:

- a Construction and Environmental Management Plan;
- the disposal of sewage;
- a sustainable urban drainage system for the disposal of water for that parcel; and
- the completion of appropriate archaeological investigations where relevant.

3 Phasing Strategy – Scope and Means of Compliance

3.1 The Phasing Strategy establishes the broad sequence of development across the site. It identifies the infrastructure and actions required to ensure the smooth progression of development. In so doing it identifies those elements of infrastructure necessary to secure the orderly progression of Cranbrook as a whole.

Definitions

3.2 Whilst the geographical extent of the areas for which further detail is to be provided pursuant to the requirements of the relevant conditions the "Parcel Groups" as shown on Figure 1, or part thereof, are likely to form the basis of such submissions. Within each Parcel Group, reserved matters applications will, in due course, be prepared. These are likely to be prepared for smaller parts of each Parcel Group. For the purposes of definition and interpretation of this Phasing Strategy, and of the planning conditions relating to the site, any smaller part of each Parcel Group shall be defined as a "sub-phase" of the development. As such a sub-phase may vary in size significantly from very small development parcels to sub-phases of several hundred dwellings or more. The extent of each sub-phase may be defined as, and by the extent of, an area for which a reserved matters application is submitted but equally, in relation to the completion of works required by condition, for instance, may be defined as part of an area for which a reserved matters application has been made. A sub-phase would include parts of each Parcel Group that comprise proposed landscape areas.

3.3 For the purpose of this Phasing Strategy, three Parcel Groups are identified. These comprise a number of smaller development parcels but also include those other infrastructure elements and areas of open space and country park to be delivered within, and as part of, that grouping of development parcels. Within each Parcel Group will be included a range of densities and housing tenures.

3.4 Triggers in relation to the Main Local Route relate to the provision of access along the Main Local Route rather than, necessarily, the completion of the route to its final standard. The implementation of the Main Local Route will progress in stages. Reserved matters applications will be required for each stage of the MLR. There is no requirement for the approval of details for the whole route prior to the commencement and completion of stages of the route.

Phasing Principles

3.5 Development has commenced at the western end (Parcel Group A on Figure 1). Figure 2 provides an "Indicative Phasing Plan" in relation to the possible progression of development across the site with a commencement of development at the western end of the site. In particular in setting out the likely extent of development in each phase of development (e.g. years 1-4) the Figure provides a current indication of how development might progress.

3.6 The Phasing Strategy will necessarily be flexible to allow for variations in market conditions, the exercise of options and to help maintain completion rates (e.g. by providing more opportunities for development at one point in time).

3.7 Once development becomes established, Figure 2 demonstrates the need for development of the Parcel Groups to overlap.

3.8 Further detail is provided in the section 106. However the Phasing Strategy cannot be prescriptive in relation to dates or housing completion rates. The requirement for third party actions and the variations in market conditions are such that the applicants/developers are unable to secure full control over delivery rates and dates of implementation.

3.9 Where the applicants/developers are able to control the delivery of development, for instance in relation to the provision of infrastructure and open space, these matters are specifically addressed through this Phasing Strategy and/or the provisions of the section 106 agreement including Deed of Variation.

4 Broad Sequence of Development

Phasing Plan and Programme

4.1 The key elements of the Phasing Strategy are attached in :

- Figure 1: Phasing Plan Definitions
- Figure 2: Indicative Phasing Plan (Illustrative)

4.2 The triggers are reflected in the section 106 agreement (as amended) as necessary. In the event of any contradictions between the Phasing Strategy and the section 106 agreement, it is the section 106 agreement that prevails.

4.3 The section 106 agreement as amended by the Deed of Variation set out the site wide infrastructure requirements including:

- the measures required prior to the occupation of any dwelling or commercial building;
- key triggers necessary to secure education, community and commercial facilities; and
- triggers for other key elements of infrastructure.

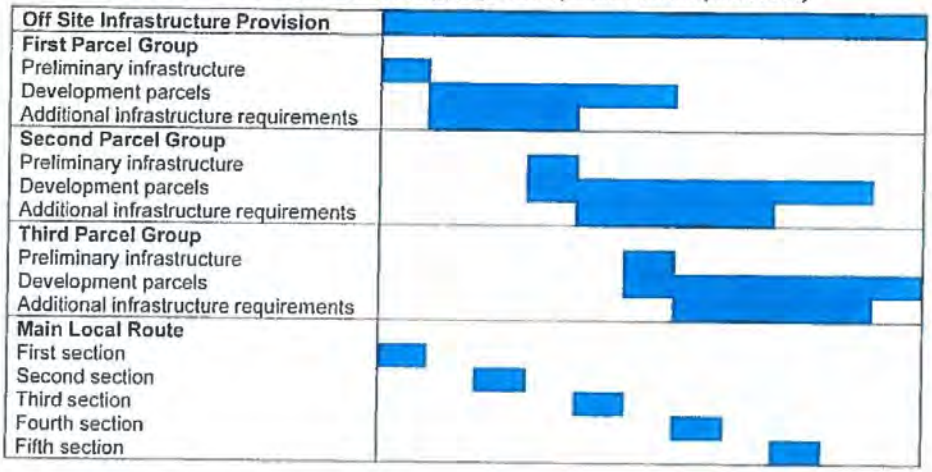
4.4 The Phasing Strategy addresses the delivery of the Main Local Route providing details of the sequencing by which each section of the street is likely to be delivered and of the delivery of the country park in a series of stages. The Phasing plan identifies the likely extent of each stage. In both instances it is not possible to be prescriptive regarding the timing of each element in terms of dwelling completions.

Overall Principles

4.5 Development commenced to the west of the Rockbeare Stream supported by the first primary school and the Young Hayes centre providing a range of local services and facilities and served by the initial sections of the Main Local Route. The neighbourhood centre comprising a range of retail units and services also forms part of this phase of development. Prior to the completion of that first phase of development, a second phase of development will commence. Detailed approvals for this second phase of development are set out (in significant part) in application 13/1752. The overlapping nature of the progression of development in the respective Parcel Groups is illustrated below and in Figure 2.

4.6 The Phasing Strategy makes provision for the orderly and progressive laying out of access and infrastructure within each Parcel Group thereby allowing the completion of discrete phases on a comprehensive basis in a manner capable of separating construction activity from the growing residential communities. Construction routes may be released more quickly and construction traffic reduced locally.

Figure 4.1 Principles of Overlapping Development Phases (Indicative)



Parcel Group A

4.7 Parcel Group A has reserved matters approval for some 1100 dwellings. Sufficient and timely provision of infrastructure is essential. Its development has included the laying out of section A of the Main Local Route (see Figure 1 and now completed) and the laying out of the relevant elements of the country park, including provision for flood plain compensation within that area. Alongside, and to the north of, the B3174, a footpath/cycleway along the length of Parcel Group A will be provided, including incorporated in shared surface streets where that forms part of the design proposals for the development phase.

4.8 Land for the primary school was made available at the earliest stages of development allowing the opening of the school substantially in advance of the trigger set out in the section 106 agreement (which was prior to the occupation of the 500th dwelling). The primary school provides for a range of community services and needs but is not the sole focus of community facilities. In addition, a multi-purpose community building is located

within the neighbourhood centre adjacent to the primary school and again was completed early in the phase.

4.9 The provision of commercially provided facilities needs to be carefully planned to enable provision to be brought forward that caters for the retail and commercial needs of the community while also being commercially viable. Early provision is to be encouraged but runs the risk of not securing development of the right quality if there is insufficient population settled within the immediate catchment.

4.10 The neighbourhood centre will be marketed to specialist developers capable of delivering high quality mixed development. The neighbourhood centre should be marketed on the basis that it delivers the retail floorspace set out in the Employment and Retail Strategy and will include a substantial convenience store. This has been successfully completed and reserved matters approval has been granted for six individual retail/service units comprising some 500 sq metres of floor space plus a convenience store of some 400 sq metres.

4.11 The provision of the range of facilities within this timescale and location will help ensure that the earliest phases of development are sustainable. Public transport services will be supported initially to secure a dedicated 30 minute bus frequency operational from the first phase of development. The timing of the delivery of the railway station will be for the County Council to determine but is provided for in Parcel Group A. Provision is made for the land to be made available to facilitate the County Council's timescale. Reserved matters approval has been granted for the station. The applicants/developers will make a financial contribution towards the construction of the railway station to ensure its timely delivery which, subject to the implementation of the railway station proposals by the County Council will enable a choice of public transport options early in the development.

Parcel Group B

4.12 Parcel Group B comprises both elements of the town centre and the residential neighbourhoods surrounding the town centre – to its west and east. Excluding those dwellings to be completed in the town centre, between 750 and 850 dwellings may be anticipated in this phase. The initial Phasing Strategy provided for making available of land to deliver the secondary school/education campus after the occupation of the 1,150th dwelling of the development. Well in advance of that trigger the education campus is now under construction and will be open in September 2015 which will be a key element of this phase of development and that of Cranbrook as a whole.

4.13 It is anticipated that the town centre will commence and grow during this phase although its development will be over a number of years, and be dependent on commercial demand for retail and commercial uses from within and beyond the new community and in parallel with the development of other parcel groups. It is proposed/acknowledged that some elements of the town centre will comprise residential elements and some non-residential, cultural, community and commercial facilities will be located outside of the town centre.

4.14 The Phasing Strategy anticipated that sites will be released to the market in accordance with the Employment and Retail Strategy (or any subsequent amendments as may be agreed thereto), and with the aim of securing within initial phases of development of the town centre (and not precluding other uses):

- a medium sized supermarket;
- provision for a B1 employment development(s);
- high street units to be constructed and made available to let on commercial terms for A1, A2, A3 or A5 uses.

4.15 This development will be facilitated by the provision of access to the town centre from the B3174 and the Main Local Route across the country park and the provision of shared and public parking in the public realm. These links are under construction and will facilitate the opening up of the residential and town centre elements of this Development Parcel. . Temporary uses appropriate to the town centre will be encouraged to enhance further activity levels in the centre. The location and range of appropriate uses will be set out in the design code for the town centre. The detailed design code for the town centre will provide further explanation of the detailed sequence of development within the town centre.

4.16 A critical element of the landscape structure of the development at this stage will be the completion of the remaining tranche of the country park proposals as defined on Figure 1 and in the LBDS.

Parcel Group C

4.17 The Deed of Variation to the section 106 requires the new community partners to seek to deliver the sports pitches adjoining Parcel Group C as soon as reasonably practicable and, in the course of negotiations on the Deed of Variation, the new community partners have agreed to provide allotments in the same vicinity (a new provision not previously

provided for). The pitches and allotments are to be provided in the vicinity of a disused, despoiled and derelict plant nursery and so as to ensure that these uses are not delivered remote from the balance of the community, a reserved matters application for these elements of social infrastructure including the adjacent residential development (as illustrated in Figure 2) are likely to be brought forward in the development programme.

4.18 Parcel Group C comprises some 1,300 – 1,500 dwellings and, with that part of Parcel Group B which remains to secure detailed or reserved matters approval, is likely to be progressed in a number sub phases through a series of reserved matters applications. Such phases and reserved matters applications will be informed by the Council's and the new community partners plans for the expansion of Cranbrook and the issues relating to the expansion of the community will need to be considered in the determination of applications relating to Parcel Group C.

4.19 The delivery of this phase will involve the provision of the strategic landscaping related to the ecology park as well as those areas identified in the LBDS.

Landscape

4.20 Advance management works will be carried out to include the maintenance, clearance or repair of existing landscape vegetation and trees as agreed in the LBDS.

4.21 The LBDS also requires the implementation of the relevant strategic advance works including drainage basins, construction of new landscape features, areas of woodland planting and ecological enhancement measures.

4.22 The provision for flood compensation will be implemented in advance of that element of essential infrastructure in the floodplain (either the MLR crossing the country park, or the link to the railway station).

Provision for Detailed Phasing

4.23 Parcels of development will be defined by the street structure and network generic guidance. This is a specific tool to ensure the co-ordination of the delivery of development.

5 Indicative Completion Rates

5.1 For the reasons set out above, it is not possible to include details of completion rates as a commitment within the Phasing Strategy. The requirement for third party actions, and variations in market conditions, are such that the applicants/developers are unable to secure full control over delivery rates and dates of implementation.

5.2 To assist the planning of infrastructure the following indicative rates of development are included. These are illustrative only and may be higher or lower. They are for information only and do not form part of the Phasing Strategy commitments. Likewise the inclusion of the illustration in Figure 2 of how far and where development might have progressed, is also illustrative, for information only, and does not form part of the Phasing Strategy commitments. Development might proceed in a different sequence. The table set out below is that in the Phasing Strategy dated 1 October 2010. To date development rates have exceeded these expectations and therefore an accelerated rate of development has been achieved in Years 1 and 2 relative to expectations.

Table 5.1: Indicative Completion Rates

	Annual	Cumulative
Year 1	100	100
Year 2	300	400
Year 3	420-500	820-900
Year 4	420-500	1240-1400
Year 5	420-500	1660-1900
Year 6	420-500	2080-2400
Year 7	420-500	2500-2900
Year 8	420-500	2920-3400
Year 9	420-500	3500
Development rates as the initial outline planning permission nears full implementation will depend upon the scale of development agreed beyond the existing permission.		

6 Summary of Phasing Principles and Commitments

6.1 The Phasing Strategy sets out the provisions in relation to phasing of the development at Cranbrook. This section summarises the commitments made in the Phasing Strategy to be complied with.

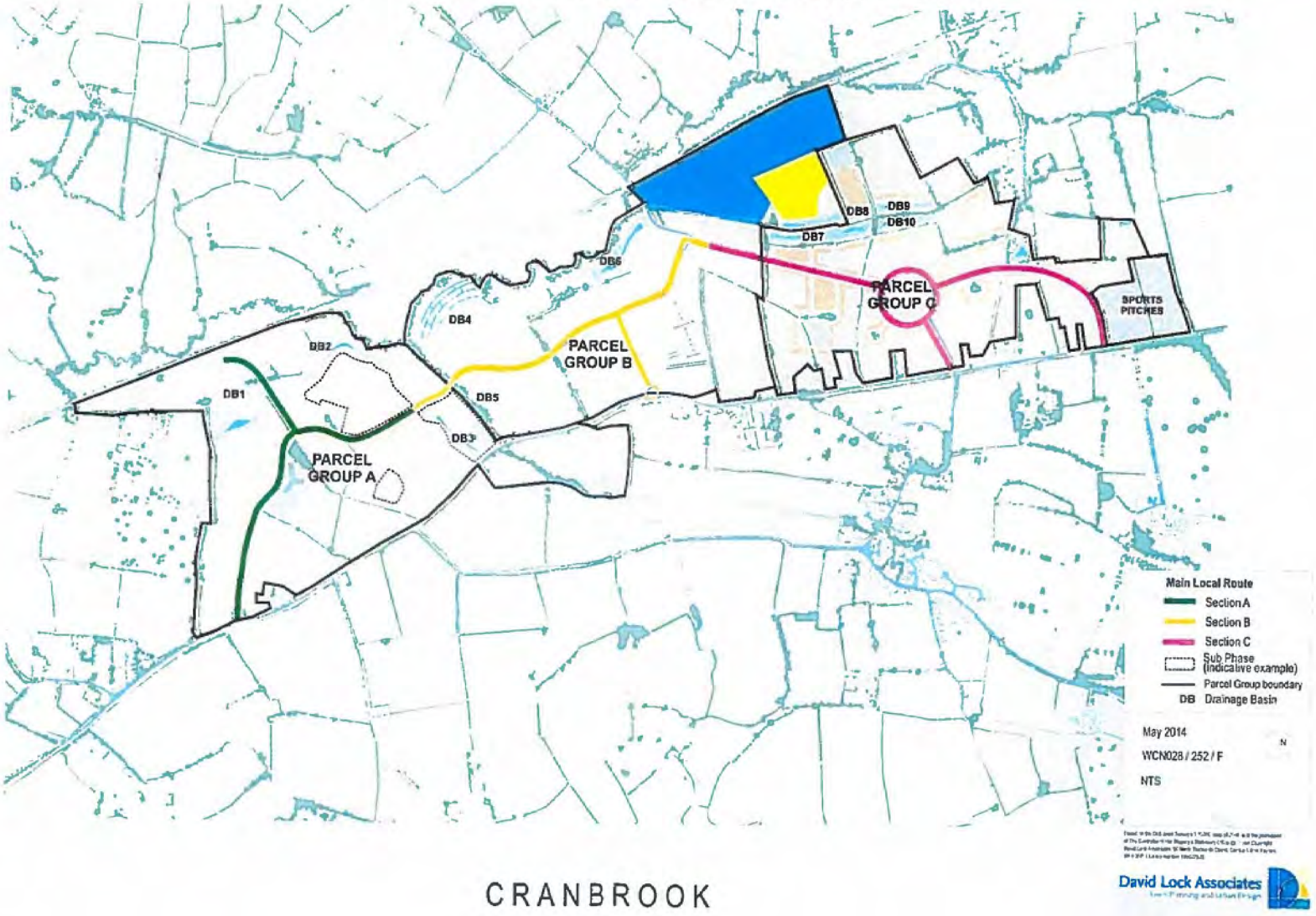
6.2 These principles to be complied with are as follows:

- Development has commenced within Parcel Group A and will continue within Development Parcel Group B
- Unless otherwise agreed in writing with the local planning authority, whose agreement shall not unreasonably be withheld, or unless set out specifically as indicative triggers or approvals, infrastructure provision will proceed in general accordance with the Phasing Plans in Figures 1-2; and
- The commencement and delivery of individual sub-phases within each Parcel Group will be subject to individual reserved matters applications and the requirements of conditions relating to each sub-phase in the outline permission.

Figure 1

Phasing Plan Definitions

FIGURE 1: PHASING PLAN DEFINITIONS



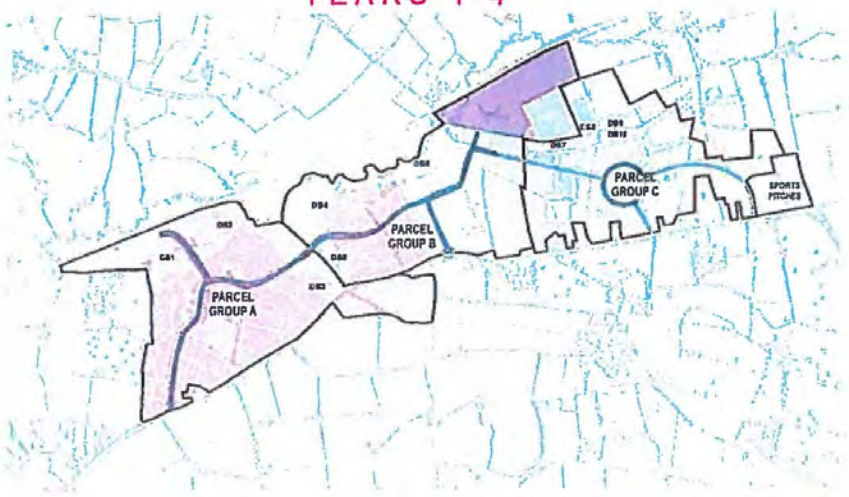
CRANBROOK

Figure 2

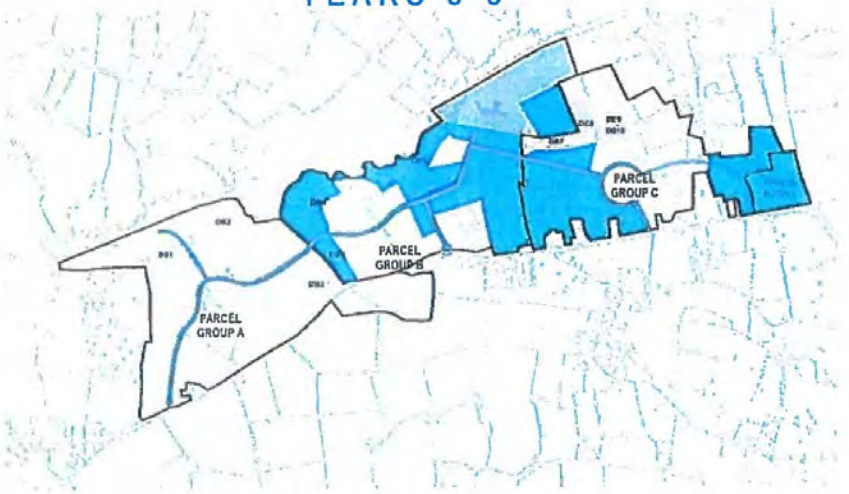
Indicative Phasing Plan

FIGURE 2: INDICATIVE PHASING PLAN

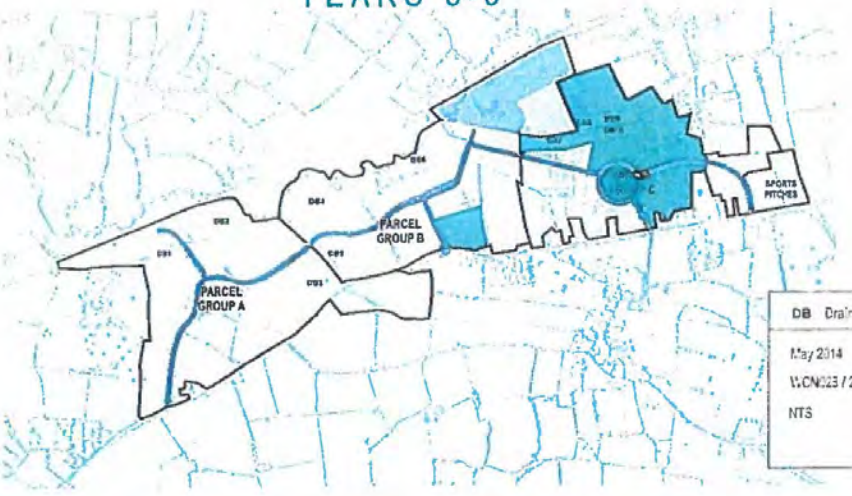
YEARS 1-4



YEARS 3-6



YEARS 5-9



DB Drainage Basin

May 2014

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NTS

CRANBROOK

David Lock Associates

SCHEDULE 27

Appendix 31

Average Daylight Factor

The average daylight factor is the average indoor illuminance (from daylight) on the working plane within a room expressed as a percentage of the simultaneous outdoor illuminance on a horizontal plane under an unobstructed CIE 'standard overcast sky'. The average daylight factor can be calculated using the following equation:

$DF = MWuTA\ (1 - R2)$

Where:

W = total glazed area of windows or roof lights

A = total area of all the room surfaces (ceiling, floor, walls and windows)

R = area-weighted average reflectance of the room surfaces

M = a correction factor for dirt

T = glass transmission factor

u = *angle of visible sky*

Guide values for a typical dwelling with light-coloured walls are as follows (for more accurate values refer to CIBSE Lighting Guide 10):

R = 0.5

M = 1.0 (vertical glazing that can be cleaned easily)

0.8 (sloping glazing)

0.7 (horizontal glazing)

T = 0.7 (double glazing)

0.6 (double glazing with low emissivity coating)

0.6 (triple glazing)

u = 65° (vertical glazing)

It is advised that this default figure for the angle of visible sky is used with caution the methodology detailed in the angle of visible sky definition must be preferred for more accuracy

SCHEDULE 28

Appendix 32

Local Needs Qualification Schedule

"Affordable by Design" Local need qualification schedule

CUSTOMER/PURCHASE DETAILS									Affordable Need		Local to EDDC/ECC as set out in S106 agreement				
Name	Plot No	House Type	Beds	ABD Purchase Price	A-f Build Comp Date	Ubiloxy Help To Buy Scheme	Mortgage Lender	Existing Address	Help to Buy Qualified (HTB Need)	Other Affordable Need	* Current Resident	Currently Employed	Close Family Connection	Live for committed employment	Resident for 5 out of the last 10 years

SCHEDULE 29

Appendix 33

Specification for Disabled Units

External Environment and Entrances

1 Drop Kerbs

Provide sufficient drop kerbs at suitable locations around the property and surrounding approach to the development to provide adequate access for a wheelchair user.

2 Car Port

2.1 Provide a carport for transferring to a wheelchair and negotiating the entrance in the dry.

2.2 Minimum dimensions – width: 3600mm, length: 5800mm, height: 2800mm.

3 Ramps and Paths

3.1 Maximum gradient for ramps and paths over 5m in length: 1:20.

3.2 Maximum gradient for ramps and paths under 5m in length: 1:15.

3.3 Maximum gradient for ramps and paths under 2m in length: 1:12.

3.4 Minimum width of all ramps and paths: 1200mm.

3.5 Provide safety edges to all ramps and paths minimum: 100mm where there is a level difference between ramp and surrounding area.

3.6 Level platform by entrances: 1500 x 1500mm.

3.7 Surfaces to be smooth but slip resistant.

3.8 Handrail to one side of ramp 800 - 1100mm high.

4 Scooter Store

4.1 Provide scooter store minimum size: 1200mm x 800mm (vented). Alternatively provide suitable charging point at the rear of the car port.

4.2 Provide an internal wheelchair and hoist storage and charging area – minimum 1200mm x 800mm (vented).

5 Gardens

5.1 Should be level with a paved area min 2400mm x 3600mm wide.

5.2 Accessible clothes drying facilities should be provided. Paths should meet the standard above.

5.3 Rotary drier should be height adjustable.

Internal Environment

6. Entrances and Internal doorways

6.1 Maximum threshold on all doors: 15mm.

6.2 Lighting, with PIR detectors should be provided at all entrances.

6.3 Clear opening width: 850mm minimum (unobstructed).

6.4 Provide suitable charging point for wheelchair in hallway or other suitable location.

6.5 Door locks to be easy to operate with one hand. Thumb turn internally.

6.6 Door handles to be lever type.

6.7 Provide additional spy hole 1100mm from the floor.

6.8 Provide a box to catch the mail under letterbox.

6.9 Provide a fuse spur for the provision of a remote controlled door opener as an adaptation on the main entrance door.

6.10 Fire doors to have remote control door openers.

6.11 Provide door intercoms from bedroom and main living area for the main property entrance and any communal entrance.

7 Passages

7.1 For a straight passage minimum width: 900mm.

7.2 To allow 90 degree turn minimum width: 1200mm.

7.3 Next to main entrance: 1500mm x 1500mm.

8 Windows

8.1 Bottom of windows should be 810mm from the floor.

8.2 Sills should be shallow.

8.3 Lever handles positioned at the bottom of the window.

8.4 Any locking mechanism needs to be accessed from a seating position with minimum strength and dexterity.

8.5 Window over kitchen worktops to have remote opening.

9 Components

9.1 Switches should be between: 700mm and 1000mm from ground.

9.2 Sockets should be: 600mm from the ground.

9.3 Meters should be between: 1200mm and 1400mm from the ground.

9.4 Heating controls should be between: 750mm x 1000mm from the ground.

9.5 Other internal features such as mirrors, hooks, shelving should be usable from a seated position.

9.6 Heating should be adjustable and available on demand.

9.7 Residential sprinklers should be provided to all rooms within the accommodation.

10 Bedrooms

10.1 Minimum sizes: double: 3900mm x 4850mm, single: 3900mm x 3000mm.

10.2 The bedroom designed for the wheelchair user should be situated next to bathroom with a demountable partition to allow a ceiling track hoist to run from the bed to over the toilet and bath.

10.3 Ceiling joists should be of sufficient size and strength to allow for possible fitting of ceiling track hoists. Any strengthening should allow for flexibility of track layout.

10.4 Joists to run at right angles to anticipated direction of track travel.

10.5 Provide a fused spur outlet at ceiling level at one end of the anticipated position of track.

10.6 A minimum four double sockets on either side of bed should be provided.

10.7 Provide sensor light with remote control.

10.8 Provide a door entry intercom system to give access to the property's front door and any communal door.

11 Bathroom

11.1 Properties with two or more bedrooms:

(a) Minimum size: 2700mm x 3500mm.

(b) To include a full wet room (specification below).

11.2 Properties with one bedroom:

(a) Minimum size 2700mm x 2500mm.

(b) To include a full wet room (specification below).

11.3 All properties, wet room specification:

(a) Install a level access shower complete with WC and fused spur to allow for the installation of a geberit or closomat automatic cleaning drying toilet and height adjustable wash hand basin, all fitted in accordance with approved document M of the Building Regs. The washbasin should be wall mounted on adjustable brackets with flexible plumbing and no pedestal.

(b) The shower area should be formed by using an Impey Level-Dec shower floor former (or equivalent) incorporating a flush floor gulley connected to the existing foul drainage system.

(c) The whole of the room floor is to be covered in Altro high performance Marine 20 floorcovering.

(d) All joints in the floorcovering to be hot welded and within the shower area the floorcovering is to be turned up the walls by 100mm using proprietary cove former and finished with captile trim to wall tiling. Provide 150mm x 150mm plain white contract wall tiles from floor to ceiling within the shower splash area.

(e) Provide and install a thermostatically controlled shower unit (either Mira Advance 8.7KW electric shower or Mira Excell mixer shower) complete with 1500mm slider rail, detachable shower head and 2000mm flexible hose. The control unit is to be positioned at 900mm above the floor level and approximately 900mm away from the seat wall. Riser rail to be positioned

800mm away from the seat wall and within easy reach of seated shower user. The shower head should be on slide bar to allow adjustment suitable for a seated or standing person (presume this covers "Controls to be reached from a sitting position").

(f) Provide and fix a height adjustable wall mounted fold down shower seat with adjustable folding legs, folding arms and backrest fitted in accordance with manufacturer's instructions.

(g) Provide and fix a heavy duty aluminium curtain rail with weighted floor length non-static mould resistant curtain in white (2000mm drop). The track should be fitted so that the curtains fall within the area of the shower former.

(h) Provide and fix ABS plastic fluted grab rails to facilitate use of shower, WC and wash hand basin. Ensure fixing points are of adequate strength to safely support the weight of the user. Provide two x 600mm rails and one drop down rail in shower, Provide 600mm rail and one drop down rail by toilet, Provide one 600mm rail by basin.

(i) Provide and fit a body drier.

(j) Provide and fit a wall mounted fan heater.

(k) Provide and fit a shaver socket next to washbasin, accessible from a seated position.

(l) Provide and fit a mirror which should be long enough to be used from a sitting and standing position.

(m) All walls in bathroom to have sufficient fixing points for flexible positioning of rails to suit individual requirements.

(n) Walls to have additional 18mm WPB plywood sheeting internally where timber or metal stud used.

(o) All taps to be lever mixer taps.

12 Living room

12.1 Minimum size 4000mm x 4000mm.

12.2 Allow for sufficient dining area ie 2500mm x 2500mm if this is not provided in the kitchen or separate dining room.

12.3 Provide a minimum of four double sockets.

13 Kitchen

13.1 All worktops should be on adjustable brackets to range from 700mm to 900mm.

13.2 The kitchen design should allow for knee clearance under the sink, hob and a section of work surface.

13.3 Separate hob and oven housing.

13.4 Oven should have a side-opening door and pull out shelf beneath.

13.5 Sink should be insulated underneath to protect the user.

13.6 Sink should have lever mixer taps.

13.7 Provide a minimum four double sockets above worktop at an appropriate position for using the kettle, microwave, toaster and other labour saving equipment.

13.8 Corner units should have carousels.

13.9 Space and plumbing should be provided for a minimum of four standard sized white goods.

13.10 Wall cupboards should be fitted as low as possible but not to impede on space that may be required for equipment.

13.11 A minimum of 2.5m cubed should be provided beneath the worktop.

SCHEDULE 30

Appendix 34

Form of Second Planning Permission

EAST DEVON DISTRICT COUNCIL
Council Offices, Knowle
Sidmouth, Devon EX10 8HL

TOWN AND COUNTRY PLANNING ACT 1990

GRANT OF CONDITIONAL PLANNING PERMISSION

Applicant:	East Devon New Community Partners	**Application No:**	13/1752/MFUL
Address:	C/O Agent	**Date of Registration:**	2 August 2013
Agent:	David Lock Associates	**Date of Decision:**	
Address:	Mr N Freer 50 North Thirteenth Street Milton Keynes Buckinghamshire MK9 3BP		

Proposal: Development of land for dwellings, associated roads and access, landscaping, open spaces, infrastructure and engineering works (including ground modelling), and the demolition of a single dwelling, selected farm outbuildings and other structures.

Location: Site Of Cranbrook New Community
Road Past Till House Farm
London Road
Broadclyst

The Council hereby grants permission to carry out the development described in the application and the plans attached thereto subject to the following conditions :

Authorisation of development

1. The development to which this planning permission relates (having been commenced but not completed in advance of the determination of the application for it) is considered to have become authorised on the 9 July 2014, being a date on which the development was known to have been commenced. For development within sub-phase parcel 7a and, where relevant, its associated country park and green lane sub-phases, the authorised form of this development is that described in the relevant approved documents listed at the end of this decision notice.
(Reason - To clarify the terms of the planning permission in relation to Section 73A of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004).

Approved plans

2. The development hereby permitted shall be carried out and completed in accordance with the following conditions and with the relevant approved plans and documents listed at the end of this decision notice.
(Reason - For the avoidance of doubt.)

Sub phase plan

3. For the purposes of interpreting other conditions within this planning permission the sub-phases of the development shall be defined as those shown on drawing number JBR2173 4018 Rev B, received at East Devon District Council on 14 October 2014.
(Reason - To define sub-phases of the development for the purpose of implementing the conditions attached to this permission and relevant aspects of the Section 106 Agreement for the development)

Archaeology

4. No development shall be carried out within a sub-phase of the site unless it is in strict accordance with the terms and requirements of the approved Written Statement of Investigation referenced CBD11.fa.doc1 by Foundations Archaeology received at East Devon District Council on 10 September 2014. Within one month of the date of this permission a full written description and interpretation of the

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results of the investigations carried out prior to the date of this permission within sub-phase parcel 7a shall be submitted to East Devon District Council for its approval. All further investigation, monitoring, reporting and other requirements as set out in the approved WSI shall be implemented for the site in accordance with that Statement.
(Reason - To ensure that an appropriate record is made of archaeological evidence that may be or has been affected by the development in accordance with Policy EN7 (Nationally and Locally Important Archaeological Sites) of the East Devon Local Plan and the NPPF).

Archaeologist access

5. Access to the site at all reasonable times shall be afforded to any archaeologist nominated by the Local Planning Authority and the archaeologist shall be allowed to observe any works and to record items of interest and finds.
(Reason - To ensure that an appropriate record is made of archaeological evidence that may be or has been affected by the development in accordance with Policy EN7 (Nationally and Locally Important Archaeological Sites) of the East Devon Local Plan and the NPPF).

Ground contamination

6. In the event of any contamination of soil or groundwater within the site being discovered during its development, the Local Planning Authority shall be contacted immediately. No further activities within that sub-phase or part thereof shall continue until such time as a procedure for addressing such contamination is agreed upon with the Local Planning Authority in consultation with appropriate regulating bodies. In this event, development within that sub phase or part thereof shall only continue in accordance with the agreed procedure.
(Reason - To ensure the control of surface or underground waters in accordance with Policy EN15 (Control of Pollution) of the East Devon Local Plan and the NPPF).

Flood alleviation measures

7. The flood alleviation measures identified within Appendix 12.1 (Brookbanks Flood Risk Assessment - dated July 2013) of the Environmental Statement for this development (July 2013) shall be implemented in accordance with the mitigation details specified therein unless otherwise agreed in writing by the Local Planning Authority. Any amended details shall accord with the principles established within the Cranbrook Landscape, Biodiversity and Drainage Strategy dated September 2010.
No construction within any sub-phase shall commence (with the exception of construction works in sub-phase parcel 7a for which details are hereby approved) until details of Primary Drainage Systems (Source Control) and Sustainable Urban Drainage Systems (SUDS) for the disposal of the surface water from that sub-phase have been submitted to and approved in writing by the Local Planning Authority. No dwelling within each sub-phase of the development shall be first occupied until the relevant works for the disposal of surface water from that sub-phase shall have been carried out in accordance with the approved details and the scheme for surface water disposal shall be retained thereafter.
(Reason - To ensure the control of surface or underground waters in accordance with Policy EN15 (Control of Pollution) of the East Devon Local Plan and to ensure that flood risk is managed in accordance with the principles established within the National Planning Policy Framework).

Below ground infrastructure

8. No development within any sub-phase (with the exception of construction works in sub-phase parcel 7a for which details are hereby approved) shall take place until details of the location and design of any below ground infrastructure installations for that sub-phase have been submitted to and approved in writing by the Local Planning Authority. The details shall include the layout (with positions, dimensions and levels) of service trenches, ditches, drains, pipes, cabling and other excavations on the site.
The relevant infrastructure shall only be installed in accordance with the approved details, unless otherwise agreed in writing by the Local Planning Authority.
(Reason - In the interests of amenity and to ensure that above ground landscaping is not compromised by arrangements for below ground infrastructure in accordance with Policies D1 (Design and Local Distinctiveness), D4 (Landscape Requirements) and D5 (Trees on Development Sites) of the East Devon Local Plan Adopted 2006 and the NPPF).

CEMP

9. No development within any sub-phase shall be commenced (with the exception of construction works in sub-phase parcel 7a for which details are hereby approved) until a Construction Environment Management Plan (CEMP) to manage the impacts of construction of the development, including traffic,

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has been submitted to and approved in writing by the Local Planning Authority. For the avoidance of doubt, the CEMP shall include:-

a) measures to regulate the routing of construction traffic in accordance with Drawing Number 04PN055/57/A (Plan 13 as appended to the Section 106 Agreement governing this application) and noting any other routes that will be avoided by construction vehicles:
b) the times within which traffic can enter and leave the site.
c) the transportation and/or dispersal of spoil, soil and waste on and off site.
d) measures to control dust and mud from earthworks and construction activities – including locations of wheel wash facilities.
e) construction noise control plan.
f) the location of the site compounds.
g) design of hoarding around site.
h) specified on-site parking for vehicles associated with the construction works and the provision made for access thereto.
i) expected number of construction vehicles per day.
j) details for site personnel to be posted at various parts around the site.
k) details of construction lighting, plant, security and alarms.
l) measures for the control of construction related litter.

The approved Plan and any subsequent amendments as shall be agreed in writing by the Local Planning Authority shall be complied with in full and monitored by the applicants to ensure continuing compliance during the construction of the development.

(Reason - To minimise the impact of the works during the construction of the development in the interests of highway safety and the free-flow of traffic, and to safeguard the amenities of the area, to ensure that the development accords with Policies TA7 (Adequacy of Road Network and Site Access) and EN15 (Control of Pollution) of the East Devon Local Plan and the NPPF).

Parking and access to dwellings

10. No dwelling shall be occupied until the garage(s) and/or parking spaces proposed to serve that dwelling, and vehicular, cycle and pedestrian access to it have been provided in accordance with the details set out in the plans hereby approved or that shall otherwise have been submitted to and approved in writing by the Local Planning Authority. The vehicular, cycle and pedestrian access to the dwelling and its parking provision shall be laid out and completed at least to road base course, with all ironworks to be laid flush with that level. Such garages and parking spaces shall thereafter be retained only for the parking of vehicles unless otherwise agreed in writing with the Local Planning Authority.

(Reason - To ensure required parking facilities, and connections to the network of public highways and local cycle ways and footpaths, are provided and available for use upon occupation of the dwellings and that the development accords with Policies TA9 (Parking Provision in New Development), TA1 and TA4, of the East Devon Local Plan) and the guidance set out in the National Planning Policy Framework 2012.

Ecological mitigation measures

11. The development hereby approved shall be completed in accordance with the mitigation measures as stated within Chapter 9 of the submitted Environmental Statement dated July 2013 and received by the Local Planning Authority on 2nd August 2013. With the exception of construction works in sub-phase parcel 7a (for which the mitigation measures are considered to have been implemented) mitigation measures shall be implemented in accordance with a programme of works which shall have been submitted to and approved in writing by the Local Planning Authority for each sub phase prior to commencement of development within that sub phase. The programme of works shall comprise:

a) badger surveys;
b) a watching brief for clearance of suitable reptile habitat; and
c) clearance of any vegetation suitable for bird habitat to take place only outside the bird breeding season.

(Reason - To secure adequate protection and mitigation measures to safeguard the bio-diversity resource of the site, in accordance with policies S4 (Development Within Built-Up Area Boundaries), D1 (Design and Local Distinctiveness) and EN6 (Wildlife Habitats and Features) of the East Devon Local Plan and the NPPF.

Bat and bird boxes

12. No development within any sub-phase shall be commenced (with the exception of construction works in sub-phase parcel 7a for which relevant details are hereby approved) until details of the locations, specifications and installation programme of bat and bird box provision within that sub-phase (not only as indicated at paragraphs 9.311 and 9.320 of the Environmental Statement dated 31 July 2013, but also in compliance with requirements of the Cranbrook Landscape, Biodiversity and Drainage Strategy, specifically para 2.4.52 relating to the incorporation of boxes into the fabric of structures), shall have been

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submitted to and approved in writing by the Local Planning Authority. The bat and bird box installations hereby approved for sub-phase parcel 7a are as set out in the letter from Ecology Solutions referenced 3150/DF/057c.aw.let and on drawing referenced JBR2173 1011 rev B both received at East Devon District Council on 21 October 2014. For all sub-phases the boxes shall be installed in accordance with the approved details and shall be retained for the intended purposes as bat and bird accommodation provision. Photographs shall be recorded by the Applicant for each plot that hosts a bird/bat box as evidence that the boxes have been installed in accordance with the approved details. Photographs shall be labelled with the plot reference and made available to the Local Planning Authority on written request. (Reason - To ensure that adequate opportunities are provided within the development for habitat creation in accordance with policy EN6 (Wildlife Habitats and Features) of the East Devon Local Plan 2006 and in accordance with the guidance set out in the National Planning Policy Framework 2012).

Gas main diversion

13. Save such works that the Local Planning Authority may agree, prior to the commencement of any development within 55 meters of the pipe within the area identified as Parcel 9(b) on drawing referenced 4018 Rev B, details of the location of the heavy wall pipe structure for the diversion of the existing gas main shall be submitted to and approved in writing by the Local Planning Authority in consultation with Wales and West Utilities. No construction of any dwelling within 55 meters of the pipe within that sub-phase shall be commenced unless the existing gas main has been diverted in accordance with the approved details, unless otherwise approved in writing by the Local Planning Authority in consultation as appropriate with Wales and West Utilities and the Health and Safety Executive.
(Reason - In the interests of ensuring that appropriate provision is made for infrastructure at Cranbrook in line with Policies PUA1 (New Community) and EN15 (Control of Pollution) and D1 (Design and Local Distinctiveness) of the East Devon Local Plan - Adopted 2006 and the NPPF).

Gas main MLR

14. Prior to the commencement of any of the part of the Main Local Route (MLR) that traverses the existing alignment of the gas mains, details of the proposed protection measures shall be submitted to and approved in writing by the Local Planning Authority in consultation with Wales and West Utilities. No construction of any part of this section of the MLR (other than such works as shall be approved by the Local Planning Authority) shall be commenced unless the protection measures have been implemented in accordance with the approved details.
(Reason - In the interests of ensuring that appropriate provision is made for infrastructure at Cranbrook in line with Policies PUA1 (New Community) and EN15 (Control of Pollution) and D1 (Design and Local Distinctiveness) of the East Devon Local Plan - Adopted 2006 and the NPPF).

TPP and AMS

15. No development (including demolition and site clearance or tree works) within any sub-phase shall be commenced (with the exception of construction works in sub-phase parcel 7a for which relevant details are hereby approved) until a Tree Protection Plan (TPP) and an Arboricultural Method Statement (AMS) pertaining to all retained trees, hedges and shrubs within that sub-phase or for the site as a whole shall have been submitted to and approved in writing by the Local Planning Authority.
For sub-phase parcel 7a the development shall only be carried out in strict compliance with the details set out in the approved Arboricultural Method Statement referenced D11 57 02 Rev C, received at East Devon District Council 14 October 2014, together with (and amended by) the Arboricultural Management Schedule referenced D11 57 01 Rev B received at East Devon District Council 17 October 2014 and the Tree Protection Plan referenced D11 57 P1 Rev D received at East Devon District Council 7th November 2014.
For all sub-phases of development within the site, the TPP and AMS shall adhere to the principles embodied in BS 5837:2012 and shall indicate exactly how and when the trees will be protected during the development process. Provision shall be made for the supervision of the tree protection by a suitably qualified and experienced arboriculturalist whose details shall be included within the AMS. The AMS shall provide for the keeping of a monitoring log to record site visits and inspections along with the reasons for such visits; the findings of the inspection and any necessary actions; all variations or departures from the approved details and any resultant remedial action or mitigation measures. The development shall be carried out in strict compliance with the approved TPP and AMS. On completion of the development, the completed site monitoring log shall be signed off by the supervising arboriculturalist and shall be submitted to the Planning Authority for approval.
(Reason - To ensure that existing natural features on the site, (and close to its borders) that are to be retained, are appropriately protected during the implementation of the development hereby permitted, in accordance with the terms and objectives of policies D1, D4 and D5 of the East Devon Local Plan 2006 and with guidance contained within the National Planning Policy Framework 2012).

WITHDRAWN

Hedgerow management plan

16. No more than 75 dwellings shall be first occupied on the site until a Hedgerow Management Plan for all existing and proposed hedgerows within and bordering the site shall have been submitted to and approved in writing by the Local Planning Authority. The Hedgerow Management Plan shall include:
    a. a detailed survey of the location, dimensions, composition, age and condition of existing hedgerows, including their associated banks and ditches within and bordering the site;
    b. an analysis of the condition of each hedgerow, identifying problems of plant health and structure;
    c. for each retained hedgerow a ten year programme (year one beginning on the date of the approval of the Plan) of restorative or removal and renewal works (as appropriate);
    d. for all retained and new hedgerows a ten year programme (year one beginning on the date of approval of the Plan) of management and maintenance works, setting out timed proposals for individual lengths of hedgerow of similar character/treatment requirements;
    e. a ten year programme (year one beginning on the date of the approval of the Plan) of monitoring and review of the management and maintenance of the hedgerows, setting out timed and or development-triggered monitoring and review intervals, the criteria (including ecological) and standards against which progress of the Plan is to be assessed and a mechanism for the agreement by the Local Planning Authority of revisions of and extensions to the Hedgerow Management Plan;
    f. details of proposed management techniques such as creation of replacement hedgerows, banks and ditches, trimming, laying, casting up or other treatment of retained hedgerows and associated banks and ditches;
    g. confirmation that hedgerow management operations across the site will take place on an appropriate rotational basis that optimises the individual and collective biodiversity value of the hedgerows; and
    h. the methodology for the selection of trees within hedgebanks to grow on to maturity, and the means of their protection during maintenance operations.

    The management and maintenance of the hedgerows shall be completed in accordance with the approved details.
    (Reason - To enhance the character and biodiversity of these features and to achieve the retention of a proportion of vegetative structure at all times on the site in accordance with Policies D1 (Design and Local Distinctiveness), D4 (Landscape Requirements), D5 (Trees on Development Sites) of the East Devon Local Plan) and meet the objectives of the Landscape, Biodiversity and Drainage Strategy and NPPF).

Hedgebank /half hedgebank details

17. No development shall be commenced on a sub-phase of the development (with the exception of construction works in sub-phase parcel 7a for which details are hereby approved) until details of any hedgebank or half hedgebank features relating to that sub-phase shall have been submitted to and approved in writing by the Local Planning Authority. The required details shall include plan, elevational and long and cross sectional drawings of the hedgebank, showing any works to lower or raise ground levels adjoining the alignment of the hedgebank, a schedule of materials, soil provenance and properties and plants to be used along with a timelined plan of implementation. Unless otherwise agreed in writing with the Local Planning Authority, prior to the occupation of any dwellings located immediately adjacent to the parkland and to any hedgebank or half hedgebank hereby approved, a sample section of any hedgebank and/or of half hedgebank (where the feature is either adjacent to parkland or to the edge of a drainage basin) shall have been constructed at a location to be agreed with the Local Planning Authority, for the approval of the Local Planning Authority. No later than 12 months after, or within the planting season directly following (whichever is the earlier) the occupation of no more than 85% of the dwellings within each sub-phase (numbers rounded up) the hedgebanks and half hedgebanks relating to that sub-phase or the Country Park or Green Lane sub-phases adjoining it shall be completed in accordance with the approved details.
    (Reason - To secure an appropriate standard of landscaping for the development in the interests of the appearance and biodiversity of the site in accordance with Policies D1 (Design and Local Distinctiveness), D4 (Landscape Requirements), D5 (Trees on Development Sites) of the East Devon Local Plan) and meet the objectives of the Landscape, Biodiversity and Drainage Strategy and NPPF).

Drainage channels and basins

18. The surface water drainage channels and basins shall be completed, including their landscaping, in accordance with the details of their construction and planting hereby approved, and shall be so retained.
    (Reason: To ensure that these features perform their drainage function properly and provide an appropriate biodiversity context for the Country Park in accordance with policies D1 (Design and Local Distinctiveness) and D4 (Landscape Requirements) of the East Devon Local Plan 2006 and the guidance set out in the National Planning Policy Framework 2012.

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Street lighting

19. Prior to the first occupation of any dwelling within each sub-phase of the development, details of the design and location of the proposed lighting for all streets, cycle paths and foot paths within that sub-phase, and that part of the Main Local Route serving it, and within any 'Green Lane' sub-phase parcel within or adjoining it shall be submitted to and approved in writing by the Local Planning Authority. No dwelling shall be occupied until a route to it from the adopted highway is lit in accordance with the approved details, and such lighting arrangements shall be retained for the duration of the occupation of that dwelling.
(Reason - In the interests of safety and of preventing light pollution and of the amenity of nearby residents in accordance with Policies D1 (Design and Local Distinctiveness) and EN15 (Control of Pollution) of the East Devon Local Plan and the NPPF).

Strategic landscaping

20. The development hereby approved shall be carried out in accordance with the scheme of strategic landscaping set out in the identified approved drawings and documents, including the Open Space Specification and Management Plan November 2014 Rev C received at EDDC on 17 November 2014, in relation to the following details, or mechanism :

a. details of soil provenance and properties;
b. soil preparation specification;
c. timed programme of planting for all planting;
d. tree pit and structural tree pit design including tree support and watering mechanisms;
e. planting details for all trees, hedges, hedgebanks, shrubs, areas to be grassed, areas to be sown with herb rich seed mixes and areas to be planted with bulbs;
f. minimum 10 year post-planting management schedule for all soft landscape actions including plant protection measures;
g. minimum 10 year post-planting monitoring and maintenance schedule, including methodology for replacement of failed or damaged plants;
h. details of materials and construction methods for all areas of path and hard surfacing, and
i. specification of type and installation details for all items of street furniture (including but not limited to lighting, benches, signage, gates, bins and means of enclosure).

No later than 12 months after, or within the planting season directly following (whichever is the earlier) the occupation of no more than 85% of the dwellings within each sub-phase (numbers rounded up) the strategic landscaping within that sub-phase, or within the Country Park or Green Lane sub-phase adjoining it, shall be completed in accordance with the approved Strategic Landscaping Implementation and Management Plan.

(Reason - To secure an appropriately landscaped setting for the development in the interests of amenity and the character and appearance of the area in accordance with Policies D1 (Design and Local Distinctiveness) and D4 (Landscape Requirements) of the East Devon Local Plan and with the guidance contained within the National Planning Policy Framework 2012.)

Hard landscaping

21. With the exception of construction works in sub-phase parcel 7a for which details are hereby approved no development of any dwelling shall be commenced on a sub-phase of the development until details of the hard landscaping for that sub-phase have been submitted to and approved in writing by the Local Planning Authority. The required details shall comprise design, appearance, construction details, materials and finish of all free-standing or retaining enclosures including pergolas and rear garden enclosures; and the surface finishes for all roads, footpaths, cycle paths, driveways and parking spaces. For the purposes of this condition the development within sub-phase 7a shall be carried out in accordance with the details hereby approved except for the specification of bitmac red coloured as shown on drawing referenced JBR2173 1004 Rev W received at East Devon District Council on 10 November 2014. The development shall be completed in accordance with the approved details, and so retained thereafter, unless otherwise approved in writing by the Local Planning Authority.
(Reason - To secure an appropriate quality and standard of appearance for the development in accordance with Policies D1 (Design and Local Distinctiveness) and D4 (Landscape Requirements) of the East Devon Local Plan and with the guidance contained within the National Planning Policy Framework 2012.)

Soft landscaping

22. No development of any dwelling shall be commenced on a sub-phase of the development (with the exception of construction works in sub-phase parcel 7a for which the details are hereby approved) until

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details of the soft landscaping for all on-plot areas including rear gardens, and landscaped areas within or fronting the public highway or public realm, of that part of the site have been submitted to and approved in writing by the Local Planning Authority. The details shall include in rear garden areas, the location, species and size of trees to be planted, and in all other on-plot areas, the location, species, size and planting density of trees, hedges, shrubs, herbaceous plants and areas to be grassed. For all areas the required soft landscaping details shall also include a Landscaping Implementation Plan and Landscape Management Plan, which shall address the following matters:

a. details of soil provenance and properties;
b. soil preparation specification;
c. timed programme of planting for all planting;
d. tree pit and structural tree pit design including above and below ground tree support and watering mechanisms;
e. planting details for all trees, hedges, hedgebanks, shrubs, herbaceous areas to be grassed, and areas to be planted with bulbs;
f. minimum 5 year post-planting management schedule for all soft landscape actions including plant protection measures, and
g. minimum 5 year post-planting monitoring and maintenance schedule, including methodology for replacement of failed or damaged plants.

The approved landscaping scheme shall be completed for each plot in the first planting season following the completion of the plot development, or in accordance with the approved implementation and management schedule. The landscaping scheme shall be maintained for a period of 5 years from the time of the planting of the last elements of the approved landscaping plan for that sub-phase of development. Any trees or other plants which die, are damaged or become no longer viable before or during this 5 year period within the public realm shall be replaced during the next planting season with specimens of the same size and species unless otherwise agreed in writing by the Local Planning Authority.
(Reason - In the interests of amenity and to preserve and enhance the character and appearance of the area in accordance with Policies D1 (Design and Local Distinctiveness) and D4 (Landscape Requirements) of the East Devon Local Plan and with the guidance contained within the National Planning Policy Framework 2012.)

Temporary use as sales office

23. Within each sub-phase of the development no dwelling or garage building hereby permitted within that sub-phase shall be used as a temporary sales office, and no land shall be used as temporary parking for prospective purchasers/tenants, unless and until a plan identifying the buildings and land to be so used, and details of any temporary surfacing of land for parking purposes, has been submitted to and approved in writing by the Local Planning Authority. For the purposes of this condition the house, garage and garden identified as plot 22 within sub-phase 7a of the site may be used as a temporary sales office. Details of customer parking to serve this use of Plot 22 shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of such use. These temporary uses shall operate only as agreed under this condition, and shall cease to be so used for each sub-phase on or before the date of the sale or rental of the last dwelling within that sub-phase, and the relevant buildings shall thereafter revert to their function for which planning permission is hereby granted i.e. as a dwellinghouse or as an ancillary curtilage structure to a dwellinghouse.
(Reason – To clarify the scope and terms of any temporary uses of buildings and land within the site).

Finished floor levels

24. With the exception of construction works in sub-phase parcel 7a for which the details are hereby approved no development of any dwelling shall be commenced on a sub-phase of the development until details of the Finished Floor Levels for all dwellings proposed for that sub-phase of the site have been submitted to and approved in writing by the Local Planning Authority. The development shall be completed in accordance with the approved details, unless otherwise agreed in writing by the Local Planning Authority.
(Reason- To secure an acceptable appearance for the development, and to secure appropriate flood protection measures, in accordance with policies D1 (Design and Local Distinctiveness), PUA1 (New Community) and EN15 (Control of Pollution) of the East Devon Local Plan 2006 and in accordance with the guidance set out in the National Planning Policy Framework 2012).

Materials

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25. With the exception of construction works in sub-phase parcel 7a for which the details are hereby approved, no construction of any dwelling hereby approved within a sub-phase shall be commenced until a schedule of materials, with samples provided on-site if required, to be used in the construction of all external surfaces of the buildings within that sub-phase, shall have been submitted to and approved in writing by the Local Planning Authority. For the purposes of this condition the external surfaces of the buildings within sub-phase 7a only shall be carried out in accordance with the details shown on drawing referenced JBR2173 1004 Rev W, received at East Devon District Council on 10 November 2014. The development shall be completed in accordance with the details as approved.
(Reason - To ensure that the materials to be used are of an appropriate standard and appearance to produce a high quality development in accordance with Policy D1 (Design and Local Distinctiveness) and PUA1 (New Community) of the East Devon Local Plan 2006 and the guidance set out in the National Planning Policy Framework 2012.)

Architectural features

26. With the exception of works of construction within sub-phase parcel 7a, for which details are hereby approved, no construction of any dwelling within each sub-phase shall commence until detailed architectural drawings for features of the buildings within that sub-phase shall have been submitted to and approved in writing by the Local Planning Authority. The drawings shall show elevation, plan and section details; shall be annotated to specify materials and finishes (in accordance with condition 25. above), and shall be of an appropriate scale for the feature described, including (but not limited to) a range of scales from 1:50 to 1:5. Such drawings shall be submitted for the following features:
    a. windows (in all planes, and whether flush or projecting from that plane) including head, reveal, upstand, flashing, cill, glazing bar pattern, and opening mechanism;
    b. external doors (including garage) and doorways including design, head, door canopy, threshold;
    c. junctions between different materials on elevations (on individual dwellings/on adjoining dwellings/on dwellings adjoining other structures) and junctions with the ground;
    d. external and above ground rainwater goods;
    e. steps, retaining walls, and other structures visible from the public realm where there are changes in levels in excess of 0.5 metre between plots.

    The development shall be completed in accordance with the approved details relevant to it, unless otherwise agreed in writing by the Local Planning Authority.
    (Reason - To secure an acceptable standard of detailing for the buildings to produce a high quality development in accordance with Policy D1 (Design and Local Distinctiveness) and PUA1 (New Community) of the East Devon Local Plan 2006 and the guidance set out in the National Planning Policy Framework 2012.)

Permitted development rights removal

27. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (as amended) (or any Order revoking and re-enacting that Order with or without modifications) no development shall be carried out on the street frontage on the identified plots that would otherwise be permitted by the following Parts and Classes of Schedule 2 of the above Order (as amended at the date of this planning permission) unless otherwise agreed in writing by the Local Planning Authority: Part 1 (Development within the curtilage of a dwellinghouse) Class F; Part 2 (Minor operations) Classes A and B; Part 31(Demolition of buildings) Class B:
    a. Sub-phase parcels 7a, 7b and 7c: Plots 1-15, 120-133, 156-161 and 181-185
    b. Parcel 8: Plots 1-17 and 27-41
    c. Parcel 9a: Plots 123-144 and 168-171
    (Reason) -To retain an appropriate, high quality appearance for the development, and to ensure that surface water from the development is dealt with adequately in the interests of the protection and control of ground waters, in accordance with policies D1 (Design and Local Distinctiveness), PUA1 (New Community) and EN15 (Control of Pollution) of the East Devon Local Plan 2006 and in accordance with the guidance set out in the National Planning Policy Framework 2012).

Highways Agency Direction.

28. No more than 2900 dwellings shall be occupied on the land edged in blue on plan WCN028/P2/005 Rev A - being the full boundary for all 3,487 dwellings approved under this planning permission and Outline Planning Consent reference 03/P1900 dated 29 October 2010 until EITHER-
    1. Devon County Council (in consultation with the Secretary of State of Transport) has approved in writing a full scheme of works for improvements to Moor Lane Roundabout;

    AND

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2. The approved works at Moor Land Roundabout have been completed in accordance with the local highway authority's written approval (in consultation with the Secretary of State for Transport) and have been certified in writing as complete on behalf of the local planning authority.

OR

The Phase 3 or 'Tithebarn' Link Road has been completed between Cumberland Way and Tithebarn Bridge, and either the full eastern section completed to its junction with the former A30 and open to traffic in accordance with the Highway Authority's written approval (in consultation with the Secretary of State for Transport) or agreed provisions are in place to use Science Park Drive as an interim highway link open to all traffic pending full completion of the eastern section.

(Reason - To ensure that the capacity of Moor Lane Roundabout is either enhanced to prevent the risk of queuing on the westbound A30 Honiton Road approach extending into and impacting upon the operation of M5 Junction 29, or a full linkage is in place to the north between the former A30 and Cumberland Way to achieve the necessary traffic relief to the Moor Lane junction.

This linkage would include the completed section of the Phase 3 Link Road between Cumberland Way and Tithebarn Bridge and, subject to the Agency being satisfied with the provisions within the Agreement being discussed, permitted general traffic use of Science park Drive as an interim eastern section of the route pending full completion of the Phase 3 Link Road to the east of the M5.)

587 dwellings maximum

29. For the avoidance of doubt the total number of dwellings permitted by this planning permission shall not exceed 587, as indicated on the drawings hereby approved, and the development shall be carried out in accordance with this figure.
(Reason - To clarify the development permitted)

Arboricultural work to retained trees

30. With the exception of construction works within sub-phase parcel 7a for which details are hereby approved, prior to the commencement of any works within a sub-phase (including demolition and site clearance or tree works), a detailed and timetabled specification for all necessary arboricultural work to retained trees within that sub-phase shall be submitted to and approved in writing by the Local Planning Authority. The specification will accord with the principles given in BS 3998:2010 and will include an analysis of ground conditions and soil type within the Root Protection Area of all retained trees, and a time specific programme of works to ameliorate and improve the rooting environment of the trees. For the purposes of this condition the development of sub-phase parcel 7a shall be completed in accordance with the approved programme of works set out in the Arboricultural Management Scheme by JP Associates, referenced D11 57 01 Rev B received at East Devon District Council on 17 October 2014. All tree felling and pruning works shall be carried out in full accordance with the approved specification and timetable of operations and with the requirements of British Standard 3998:2010 - Recommendations for Tree Works.

(Reason - To secure an appropriately landscaped setting for the development in the interests of amenity and the character and appearance of the area in accordance with Policies D1 (Design and Local Distinctiveness) and D4 (Landscape Requirements) of the East Devon Local Plan and with the guidance contained within the National Planning Policy Framework 2012).

31. Affordable Housing shall be provided on the site in accordance with the distribution of units identified on drawing referenced JBR2173 No. 4004 Rev U, named Lifetime and Affordable Homes Key Plan, received at East Devon District Council on 21 October 2014.

(Reason – To secure an appropriate level of affordable housing provision within the development, in accordance with Policy H4 of the East Devon Local Plan 2006, and guidance contained within the National Planning Policy Framework)

NOTES FOR APPLICANT

This planning permission is governed by and must be read together with the Section 106 Agreement dated 29th October 2010 relating to land north of Rockbeare and all related Deeds of Variation.

Any details required by conditions attached to this planning permission , and any amendments sought to its provisions or development governed by it shall comply with the requirements and guidance set out in the

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Cranbrook Landscape, Biodiversity and Drainage Strategy September 2010 and BS 8545:2014 (Trees: From Nursery to Independence).

The applicant is reminded of the need to apply separately to this Local Planning Authority for Advertisement Consent for the display of any advertisement flag erected on the site relating to the sale of homes.

The applicant is reminded of the need to apply separately for planning permission for the erection of any temporary structure to serve as an office for the sale of homes on the site or the laying out of parking spaces associated with it.

Details submitted under Condition 19 (Street Lighting) are to be informed and influenced by the Bat Conservation Trust Best Practice Guidelines and advisory document Bats and Lighting in the UK.

Condition 28 has been included on this planning decision following a direction from the Secretary of State for Transport.

The planning application was accompanied by an Environmental Statement under the Town and Country Planning (Environmental Impact Assessment) Regulations 2011. In accordance with Regulation 3 of the Town and Country Planning (Environmental Impact Assessment) Regulation 2011, the Local Planning Authority confirms that it has taken the environmental information contained within the Environmental Statement into consideration in the determination of this planning application.

In conditions 7, 8, 9, 11, 12, 15, 17, 21, 22, 24, 25, 26, and 30 development within sub-phase parcel 7a is exempted from the requirement to submit specified details for approval prior to the commencement of that development. In order to authorise fully the development that has taken place in sub-phase parcel 7a in advance of the planning permission being granted, and to ensure that that development satisfies the standards and safeguards to which it would have been subject if the development had not commenced before determination of the planning permission, the relevant details have been accepted as part of the application itself, and are included as approved documents in compliance with which the development must be implemented and retained.

The information contained within the ground and soil conditions reports relating to parcel 7a comprise a record of the applicant's assessment of land within the site for the presence of contaminants. The Local Planning Authority has granted planning permission for the development on the understanding that where development was commenced in advance of planning permission being granted, and therefore in advance of the requirements of condition 6 being enforceable, the submitted reports now included as approved documents act as confirmation to the Local Planning Authority by the applicants that no ground contamination above acceptable levels was discovered in the course of construction works carried out before the date of this planning permission.

The information contained within letter referenced 3150/DF/JM/056a.let.aw from Ecology Solutions, received at East Devon District Council on 16 September 2014 comprises a record of survey work undertaken on the applicant's behalf for the presence of specified wildlife on part of the site (sub—phase parcel 7, comprising 7a, 7b, 7c and 7d) on a number of occasions during the period when construction works are believed to have commenced. The Local Planning Authority has granted planning permission for the development on the understanding that where development was commenced in advance of planning permission being granted, and therefore in advance of the requirements of condition 11 being enforceable, the submitted reports now included as approved documents act as confirmation to the Local Planning Authority by the applicants that no wildlife specified in the now extant condition was either discovered or, if discovered, was not disturbed in the course of construction works that were carried out before the date of this planning permission.

For the avoidance of doubt in the implementation of the Landscape Maintenance Schedule and the Hedgerow Management Plan it is understood by the Local Planning Authority that all retained and new hedgerows subject of the Hedgerow Management Plan shall be not be conveyed into the private ownership of householders.

For the avoidance of doubt the details of bat and bird box locations contained within the letter from Ecology Solutions referenced 3150/DF/057c.let.aw and drawing referenced JBR2173 1011 rev B received at East Devon District Council on 21 October 2014 are approved only insofar as the information relates to sub-phase parcel 7a. No approval is give within this decision of the number and location of bat and bird boxes on any other part of the Cranbrook development. For sub-phases 7b, 7c, 7d, 8, 9a and 9b and associated country park and

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green lane sub-phases within the application site the terms of condition 12 shall be discharged according to the submission and assessment of separate proposals.

For the avoidance of doubt it is understood that the Open Space Specification and Management Plan identified in condition 20 provides for a period of at least 10 years from the time of the planting of the last elements of the approved landscaping plan for each sub-phase of the development. The plan also ensures that any trees or other plants which die, are damaged or become no longer viable before or during this 10 year period shall be replaced during the next planting season with specimens of the same size and species unless otherwise agreed in writing by the Local Planning Authority.

SCHEDULE OF APPLICATION DRAWINGS/DOCUMENTS

David Lock Associates

WCN028/P2/001 Rev D — Phase 2 Full Planning Application Boundary received at EDDC 28.02.14

WCN028/P2/L8C/001 Rev E — Demolition of Curtilage Listed Buildings and Other Buildings received at EDDC 10.03.14

WCN028/P2/005 Rev B — Phase 2 Land Ownership received at EDDC 28.02.14

BSA Heritage

Figure 1 Site Code CBD11wb – Mitigation to 10/2014 received at EDDC 17.10.14

Watching Brief Record Sheet – CBD11 sheet 1 dated 04.07.14 received at EDDC 03.10.14

Watching Brief Record Sheet – CBD11 sheet 2 dated 04.07.14 received at EDDC 03.10.14

Hedgebank Morphology Recording Sheet – CBD11 dated 29.08.14 received at EDDC 03.10.14

Hedgebank Morphology Recording Sheet – CBD11 dated 29.07.14 received at EDDC 03.10.14

Figure 1 Site Code – CBD11wb – watching brief areas plan received at EDDC 03.10.14

Archaeological Mitigation Written Statement of Investigation CBD11.fa.doc1 – by Foundation Archaeology dated 04-09-14 received at EDDC 10.09.14

CBD14 - Figure 1: Watching Brief Key plan – Submitted 10.09.14 received at EDDC 10.09.14

FPCR Environment and Design

4671 CP-22 Rev F — Typical hedgebank details to development/country park edge received at EDDC 13.11.14

4671- D-01 — Tree pit details received at EDDC 07.11.14

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4671-L-29 Rev O Phase 2 Strategic Infrastructure & Common Landscape Areas received at EDDC 30.10.14

4671-L-30 Rev O Phase 2 Strategic Infrastructure & Common Landscape Areas received at EDDC 30.10.14

4671-L-31 Rev O Phase 2 Strategic Infrastructure & Common Landscape Areas received at EDDC 30.10.14

4671-L-32 Rev O Phase 2 Strategic Infrastructure & Common Landscape Areas received at EDDC 30.10.14

4671-L-33 Rev O Phase 2 Strategic Infrastructure & Common Landscape Areas received at EDDC 30.10.14

4671-L-34 Rev O Phase 2 Strategic Infrastructure & Common Landscape Areas received at EDDC 30.10.14

4671-L-35 Rev O Phase 2 Strategic Infrastructure & Common Landscape Areas received at EDDC 30.10.14

4671-L-36 Rev O Phase 2 Strategic Infrastructure & Common Landscape Areas received at EDDC 30.10.14

4671- L-49 Hedgebank details roundabout received at EDDC received at EDDC 13.11.14

4671 - Cranbrook Phase 2 Open Space Specification and Management Plan November 2014 Rev C received at EDDC 17.11.14

Brookbanks Consulting Limited

Environment Agency – Letter Ref – FDC/D/2013/133 Dated 13.01.14 received at EDDC 31.07.14

10222 CD-211 MLR Adoptable Highway Construction Details sheet 1 of 7 received at EDDC 02.08.13

10222 CD-212 MLR Adoptable Highway Construction Details sheet 2 of 7 received at EDDC 02.08.13

10222 CD-213 MLR Adoptable Highway Construction Details sheet 3 of 7 received at EDDC 02.08.13

10222 CD-214 MLR Adoptable Highway Construction Details sheet 4 of 7 received at EDDC 02.08.13

10222 CD-215 MLR Adoptable Highway Construction Details sheet 5 of 7 received at EDDC 02.08.13

10222 CD-216 MLR Adoptable Highway Construction Details sheet 6 of 7 received at EDDC 02.08.13

10222 CD-217 MLR Adoptable Highway Construction Details sheet 7 of 7 received at EDDC 02.08.13

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10222 CS-211	MLR Highway Cross Sections Sheet 1 of 3 received at EDDC 02.08.13
10222 CS-212	MLR Highway Cross Sections Sheet 2 of 3 received at EDDC 02.08.13
10222 CS-213	MLR Highway Cross Sections Sheet 3 of 3 received at EDDC 02.08.13
10222 CU-201 Rev E	MLR Rockbeare Crossing Culvert Plans received at EDDC 19.11.14
10222 CU-202 Rev H	MLR Rockbeare Crossing Culvert Sections received at EDDC 19.11.14
10222/DR/221	Construction details sheet 1 received at EDDC 13.11.14
10222/DR/222	Construction details sheet 2 received at EDDC 13.11.14
10222/DR/223	Construction details sheet 3 received at EDDC 13.11.14
10222/DR/500 Rev D	Drainage Basin 2A Enabling Works received at EDDC 13.11.14
10222/DR/501 Rev E	Drainage basin 2B enabling works received at EDDC 13.11.14
10222/DR/502 Rev D	Drainage Basin 2C Enabling Works received at EDDC 13.11.14
10222/DR/503 Rev A	Basin long sections received at EDDC 31.07.14
10222/DR/504	Hedgebank details long sections received at EDDC 13.11.14
10222/DR-600	MLR Phase 2 drainage layout drwg 1 of 4 received at EDDC 02.08.13
10222/DR-601	MLR Phase 2 drainage layout drwg 2 of 4 received at EDDC 02.08.13
10222/DR-602	MLR Phase 2 drainage layout drwg 3 of 4 received at EDDC 02.08.13
10222/DR-603	MLR Phase 2 drainage layout drwg 4 of 4 received at EDDC 02.08.13
10222 HL-220 Rev B	MLR Phase 2 Proposed Roundabout Layout received at EDDC 19.03.14
10222 -HL-501 Rev F	Highway layout sheet 1received at EDDC 08.04.14
10222-HL-502 Rev F	Highway layout sheet 2 received at EDDC 08.04.14
10222-HL-503 Rev F	Highway layout sheet 3 received at EDDC 08.04.14
10222-HL-504 Rev F	Highway layout sheet 4 received at EDDC 08.04.14
10222 HL-616 Rev B	MLR Phase 2 Highway Layout Sheet 1 of 4 received at EDDC 28.02.14
10222 HL-617 Rev B	MLR Phase 2 Highway Layout Sheet 2 of 4 received at EDDC 28.02.14
10222 HL-618 Rev B	MLR Phase 2 Highway Layout Sheet 3 of 4 received at EDDC 28.02.14
10222 HL-619 Rev B	MLR Phase 2 Highway Layout Sheet 4 of 4 received at EDDC 28.02.14
10222 LS-211	MLR Highway Long Sections Sheet 1 of 4 received at EDDC 02.08.13
10222 LS-212	MLR Highway Long Sections Sheet 2 of 4 received at EDDC 02.08.13
10222 LS-213	MLR Highway Long Sections Sheet 3 of 4 received at EDDC 02.08.13
10222 LS-214	MLR Highway Long Sections Sheet 4 of 4 received at EDDC 02.08.13
10222-LS-501	Drainage long section received at EDDC 02.08.13
10222-LS-50 2	Drainage long section received at EDDC 02.08.13

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10222-LS-503 Drainage long section received at EDDC 02.08.13

10222-LS-504 Drainage long section received at EDDC 02.08.13

10222-LS-505 Drainage long section received at EDDC 02.08.13

10222-LS-506 Drainage long section received at EDDC 02.08.13

10222-LS-507 Drainage long section received at EDDC 02.08.13

10222-LS-508 Drainage long section received at EDDC 02.08.13

10222-LS-509 Drainage long section received at EDDC 02.08.13

10222-LS-510 Drainage long section received at EDDC 02.08.13

10222-LS-511 Drainage long section received at EDDC 02.08.13

10222-LS-512 Drainage long section received at EDDC 02.08.13

10222-LS-513 Drainage long section received at EDDC 02.08.13

10222-LS-514 Drainage long section received at EDDC 02.08.13

10222-LS-515 Drainage long section received at EDDC 02.08.13

10222-LS-516 Drainage long section received at EDDC 02.08.13

10222 PK-611 Rev B MLR Phase 2 – Paving & Kerbing Sheet 1 of 4 received at EDDC 28.02.14

10222 PK-612 Rev B MLR Phase 2 – Paving & Kerbing Sheet 2 of 4 received at EDDC 28.02.14

10222 PK-613 Rev B MLR Phase 2 – Paving & Kerbing Sheet 3 of 4 received at EDDC 28.02.14

10222 PK-614 Rev B MLR Phase 2 – Paving & Kerbing Sheet 4 of 4 received at EDDC 28.02.14

10222 SK-01 Preliminary roundabout details alignment received at EDDC 02.08.13

10222 SK-02 Preliminary roundabout details cross sections received at EDDC 02.08.13

10222 SM-231 Rev A MLR Road Markings and Signings received at EDDC 19.03.14

Parcel 7 – Large Scale Architectural Details

JBR2337/SK-WD-01 – Eaves Detail to Render Areas received at EDDC 20.11.14

JBR2337/SK-WD-02 – Head Detail - Cladding received at EDDC 20.11.14

JBR2337/SK-WD-03 – Window Surround Detail received at EDDC 20.11.14

JBR2337/SK-WD-04 – Jamb detail – render finish – tiled cill received at EDDC 20.11.14

JBR2337/SK-WD-05 – Jamb Detail – Render Finish – stone cill received at EDDC 20.11.14

JBR2337/SK-WD-06 – Jamb Detail – render finish – stone cill received at EDDC 20.11.14

JBR2337/SK-WD-07 – Juliette Balcony Detail for window received at EDDC 20.11.14

JBR2337/SK-WD-08 – Juliette Balcony Detail for doors received at EDDC 20.11.14

JBR2337/SK-WD-09 Rev B – Glazed Canopy Detail received at EDDC 20.11.14

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JBR2337/SK-WD-10 – Jamb Detail – render finish – Brick cill received at EDDC 20.11.14

JBR2337/SK-WD-11 – Head Detail – Hardie plank Boarding/Render received at EDDC 20.11.14

JBR2337/SK-WD-12 – Cill Detail – Hardie plank boarding received at EDDC 20.11.14

JBR2337/SK-WD-13 – Stone cill detail – hardie plank boarding received at EDDC 20.11.14

JBR2337/SK-WD-14 – Window cill detail – hardie plank boarding received at EDDC 20.11.14

JBR2337/SK-WD-15 – Oriel bay Detail received at EDDC 20.11.14

Below ground infrastructure services

2421886/0003 issue 04 South West Water Proposed water main requisition received at EDDC 11.08.14

2421886/0004 issue 04 South West Water Proposed water main requisition received at EDDC 11.08.14

2421886/0007 issue 04 South West Water Proposed water main requisition received at EDDC 11.08.14

WPJ/2001 issue 1 parcel 7 Proposed BT layout received at EDDC 03.10.14

3512133G-BEL-M002 Rev H Issue 2 Parsons Brinkerhoff District heating system network received at EDDC 11.08.14

VM/NBU/19292 Virgin Media Virgin Media Duct Layout received at EDDC 03.10.64

CEMP

CEMP for Parcel 7 Version 2 October 2014 received at EDDC 02.10.14

EMS Waste Services Site Waste Management Plan for Parcel 7 received at EDDC 02.10.14

Ecology

Ecology Solutions Letter Ref – 3150/DF/057c.let.aw dated 17th October 2014 for Parcel 7 received at EDDC 21.10.14

Supporting Key Plan JBR2173/1011 Rev B received at EDDC 21.10.14

Ecology Solutions letter ref 3150/DF/JM/056a.let.aw dated 27 August 2014 received at EDDC 16.09.14

JP Associates Arboricultural

D11 57 02 Rev C Arboricultural Method Statement Parcel 7 Dated October 2014 received at EDDC 14.10.14

D11 57 P1 Rev D Tree Protection Plan Parcel 7 received at EDDC 07.11.14

D11 57 01 Rev B Arboricultural Management Schedule Parcel 7 received at EDDC 17.10.14

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Electricity Substations

GE-TSHG-0032 Rev 01	Substation Specification received at EDDC 31.10.14
GTC-E-SS-0012 R1-7	Substation Drawing received at EDDC 31.10.14

Consortium 4000 series drawings

JBR2173 4000-1 rev D	Fences and Enclosures Detail Sheet 1 received at EDDC 31.10.14
JBR2173 4000-2 rev D	Fences and Enclosures Detail Sheet 2 received at EDDC 31.10.14
JBR2173 4000-3 rev B	Fences and Enclosures Detail Sheet 2 received at EDDC 13.10.14
JBR2173 4000-4 rev D	Pergola Detail Sheet 2 received at EDDC 31.10.14
JBR2173 4001 rev K	Fences and Enclosures Key Plan received at EDDC 21.11.14
JBR2173 4002 rev I	Location Plan received at EDDC 13.05.14
JBR2173 4003-2 rev C	Street scene 2-2 received at EDDC 28.02.14
JBR2173 4003-3 rev F	Street scene 4-4 received at EDDC 16.10.14
JBR2173 4003-4 rev C	Street scene 5-5 – received at EDDC 31.03.14
JBR2173 4004 rev U	Lifetime and Affordable Homes Key Plan received at EDDC 21.10.14
JBR2173 4013 rev D	Parking Allocation Plan received at EDDC 21.11.14
JBR2173 4015 rev B	Temporary Sales Access and Sales complex Plan (parcels 8, 9a and 9b)

21.11.14

JBR2173 4018 rev B	Sub Phase Plan received at EDDC 14.10.14

Persimmon 1000 series drawings

JBR2173 1000 rev Y	Planning Layout received at EDDC 10.11.14
JBR2173 1001 rev E	Character Areas Key Plan received at EDDC 16.09.14
JBR2173 1002 rev E	Building Heights Key Plan received at EDDC 16.09.14
JBR2173 1004 rev W	Materials Key Plan received at EDDC 10.11.14
JBR2173 1005 rev M	Lifetime and Affordable Homes Key Plan received at EDDC 16.09.14

House Types – MLR

JBR2173 1040-1-1 rev C received at EDDC 16.09.14

JBR2173 1041-1-1 rev B received at EDDC 16.09.14

JBR2173 1042-1-1 rev C received at EDDC 16.09.14

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JBR2173 1043-1-1 rev C received at EDDC 16.09.14

JBR2173 1048-1-1 rev D received at EDDC 17.11.14

JBR2173 1048-1-2 rev D received at EDDC 17.11.14

JBR2173 1048-1-3 rev D received at EDDC 16.09.14

JBR2173 1050-1-1 rev B received at EDDC 16.09.14

JBR2173 1050-1-2 rev C received at EDDC 16.09.14

JBR2173 1050-1-3 rev C received at EDDC 16.09.14

JBR2173 1050-1-4 received at EDDC 16.09.14

JBR2173 1050-1-5 rev A received at EDDC 16.09.14

JBR2173 1051-1-1 rev C received at EDDC 16.09.14

JBR2173 1051-1-2 rev A received at EDDC 16.09.14

JBR2173 1052-1-2 rev B received at EDDC 16.09.14

JBR2173 1054-1-1 rev A received at EDDC 16.09.14

Country Park

JBR2173 1041-2-1 rev C received at EDDC 16.09.14

JBR2173 1044-2-1 rev B received at EDDC 16.09.14

JBR2173 1044-2-2 rev B received at EDDC 16.09.14 (EXCEPT in so far as relates to the external materials)

JBR2173 1045-2-2 rev A received at EDDC 16.09.14

JBR2173 1045-2-3 rev B received at EDDC 16.09.14

JBR2173 1046-1-1 rev B received at EDDC 16.09.14

JBR2173 1046-1-2 rev C received at EDDC 18.11.14

JBR2173 1046-1-3 rev A received at EDDC 16.09.14

JBR2173 1046-1-4 rev C received at EDDC 16.09.14

JBR2173 1049-2-1 rev A received at EDDC 16.09.14

Hamlet

JBR2173 1040-3-1 rev B received at EDDC 16.09.14

JBR2173 1041-3-1 rev A received at EDDC 16.09.14

JBR2173 1041-3-2 rev A received at EDDC 16.09.14

JBR2173 1042-3-1 rev C received at EDDC 16.09.14

JBR2173 1045-4-1 rev B received at EDDC 16.09.14

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JBR2173 1046-3-1 rev A received at EDDC 16.09.14

JBR2173 1046-3-2 rev A received at EDDC 16.09.14

Mews

JBR2173 1041-2-1 rev C received at EDDC 16.09.14

JBR2173 1042-4-1 rev C received at EDDC 16.09.14

JBR2173 1047-4-1 rev C received at EDDC 16.09.14

JBR2173 1051-4-1 rev B received at EDDC 16.09.14

JBR2173 1052-4-1 rev C received at EDDC 16.09.14

JBR2173 1053-4-1 rev B received at EDDC 16.09.14

JBR2173 1055-4-1 rev C received at EDDC 16.09.14

JBR2173 1055-4-2 rev B received at EDDC 16.09.14

Hinterland

JBR2173 1039-5-1 rev D received at EDDC 16.09.14

JBR2173 1039-5-2 rev C received at EDDC 16.09.14

JBR2173 1040-5-1 rev C received at EDDC 16.09.14

JBR2173 1041-5-1 rev A received at EDDC 16.09.14

JBR2173 1042-5-1 rev C received at EDDC 16.09.14

JBR2173 1045-5-1 rev A received at EDDC 16.09.14

JBR2173 1049-5-1 rev D received at EDDC 16.09.14

JBR2173 1051-5-1 rev A received at EDDC 16.09.14

JBR2173 1052-5-1 rev B received at EDDC 16.09.14

Green Lane

JBR2173 1040-6-1 rev C received at EDDC 16.09.14

JBR2173 1041-6-1 rev B received at EDDC 16.09.14

JBR2173 1041-6-2 rev C received at EDDC 16.09.14

JBR2173 1045-3-1 rev C received at EDDC 16.09.14

JBR2173 1046-6-1 rev C received at EDDC 16.09.14

JBR2173 1046-6-2 rev / received at EDDC 16.09.14

JBR2173 1049-6-1 rev C received at EDDC 16.09.14

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JBR2173 GAR-1 received at EDDC 16.09.14

JBR2173 GAR-2 received at EDDC 16.09.14

JBR2173 GAR-3 rev A received at EDDC 16.09.14

JBR2173 BSCS -1 received at EDDC 16.09.14

Landscaping

JBR2173 1301 rev I	On plot landscape proposals received at EDDC 31.10.14
JBR2173 1302 rev H	On plot landscape proposals received at EDDC 31.10.14
JBR2173 1303 rev H	On plot landscape proposals received at EDDC 31.10.14
JBR2173 1304 rev J	On plot landscape proposals received at EDDC 05.11.14
JBR2173 1305 rev D	Tree Pit Detail mews street received at EDDC 24.10.14
JBR2173 1306 rev D	Tree Pit Detail raised bed received at EDDC 24.10.14

JBR2173 LIS Private Realm 1st Issue Landscape Implementation Specification (private realm) received at EDDC 03.11.14

JBR2173 LMS Private Realm 3rd Issue Landscape Maintenance Schedule (private realm) received at EDDC 03.11.14

Engineering

JBR2173 1202	Private construction details received at EDDC 11.08.14
JBR2173 200 rev F	Engineering Layouts received at EDDC 19.09.14
JBR2173 200-1 rev F	Engineering Layouts received at EDDC 19.09.14
JBR2173 200-2 rev E	Engineering Layouts received at EDDC 19.09.14
JBR2173 200-3 rev F	Engineering Layouts received at EDDC 19.09.14
JBR2173 200-4 rev E	Engineering Layouts received at EDDC 19.09.14
JBR2173 200-5 rev E	Engineering Layouts received at EDDC 19.09.14
JBR2173 200-6 rev E	Engineering Layouts received at EDDC 19.09.14

*Taylor Wimpey **2000 series drawings***

2000 rev M Planning Layout received at EDDC 21.11.14

2003 rev D Character Areas Key Plan received at EDDC 21.11.14

2004 rev I Materials Key Plan received at EDDC 21.11.14

2005 rev D Building Heights Plan received at EDD 21.11.14

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2006 rev J Affordable Housing Plan received at EDDC 21.11.14

2007 rev J Temp Sales Access and complex received at EDDC 21.11.14

House Types

MLR

2029-1-1 rev B House Type AA22 Floor Plans received at EDDC 05.11.14

2029-1-2 rev D House Type AA22 Elevations received at EDDC 05.11.14

2039-1-1 rev A House Type PA33 Floor Plans received at EDDC 05.11.14

2039-1-2 rev A House Type PA33 Elevations received at EDDC 05.11.14

2040-1-1 rev D House Type PC33 3St Floor Plans received at EDDC 05.11.14

2040-1-2 rev D House Type PC33 3St Elevations received at EDDC 05.11.14

2040-1-3 rev |A House Type PC33 3St Floor Plans received at EDDC 05.11.14

2040-1-4 rev B House Type PC33 3St Elevations received at EDDC 05.11.14

2047-1-1 rev B Apartments 2BFv3 Floor Plan received at EDDC 05.11.14

2047-1-2 rev B Apartments 2BFv3 Floor Plan received at EDDC 05.11.14

2047-1-3 rev B Apartments 2BFv3 Floor Plan received at EDDC 05.11.14

2047-1-4 rev B Apartments 2BFv3 Elevation received at EDDC 05.11.14

2047-1-5 rev B Apartments 2BFv3 Elevation received at EDDC 05.11.14

2047-1-6 rev B Apartments 2BFv3 Elevation received at EDDC 05.11.14

2047-1-7 rev B Apartments 2Bv3 Elevation received at EDDC 05.11.14

2048-1-1 rev A Apartments 1B and 2BWC Floor Plans received at EDDC 05.11.14

2048-1-2 rev A Apartments 1B and 2BWC Floor Plans received at EDDC 05.11.14

2048-1-3 rev A Apartments 1B and 2BWC Floor Plans received at EDDC 05.11.14

2048-1-4 rev A Apartments 1B and 2BWC Elevations received at EDDC 05.11.14

2048-1-5 rev A Apartments 1B and 2BWC Elevations received at EDDC 05.11.14

2048-1-6 rev A Apartments 1B and 2BWC Elevations received at EDDC 05.11.14

2048-1-7 rev A Apartments 1B and 2BWC Elevations received at EDDC 05.11.14

2050-1-1 rev B House Type AA25 Floor Plans received at EDDC 05.11.14

2050-1-2 rev D House Type AA25 Elevations received at EDDC 05.11.14

2052-1-1 rev A House Type AA44 Floor Plans received at EDDC 05.11.14

2052-1-2 rev A House Type AA44 Elevations received at EDDC 05.11.14

INTERIM DRAFT

Country Park/A30

2029-2-1rev/ House Type AA22 Floor Plans received at EDDC 05.11.14

2029-2-2rev B House Type AA22 Elevations received at EDDC 05.11.14

2039-2-1rev A House Type PA33 Floor Plans received at EDDC 05.11.14

2039-2-2rev B House Type PA33 Elevations received at EDDC 05.11.14

2041-2-1rev C House Type PT36 Floor Plans received at EDDC 05.11.14

2041-2-2rev B House Type PT36 Elevations received at EDDC 05.11.14

2041-2-4rev E House Type PT36 Elevations received at EDDC 05.11.14

2042-2-1rev C House Type PT37 Floor Plans received at EDDC 05.11.14

2042-2-2rev C House Type PT37 Elevations received at EDDC 05.11.14

2043-2-1rev B House Type PA41 Floor Plans received at EDDC 05.11.14

2043-2-2rev C House Type PA41 Elevations received at EDDC 05.11.14

2045-2-1rev E House Type PA49 Floor Plans received at EDDC 05.11.14

2045-2-2rev E House Type PA49 Elevations received at EDDC 05.11.14

2045-2-7rev D House Type PA49 Floor Plans received at EDDC 05.11.14

2045-2-10rev F House Type PA49 Elevations received at EDDC 05.11.14

2045-2-11rev D House Type PA49 Floor Plans received at EDDC 05.11.14

2045-2-12rev D House Type PA49 Elevations received at EDDC 05.11.14

2045-2-13rev A House Type PA49 Elevations received at EDDC 05.11.14

2046-2-1 rev D House Type D2000 Floor Plans received at EDDC 05.11.14

2046-2-2rev D House Type D2000 Elevations received at EDDC 05.11.14

2046-2-3 rev D House Type D2000 Floor Plans received at EDDC 05.11.14

2046-2-42rev D House Type D2000 Elevations received at EDDC 05.11.14

Hamlet

2029-3-1 rev/ House Type AA22 Floor Plans received at EDDC 05.11.14

2029-3-2 rev B House Type AA22 Elevations received at EDDC 05.11.14

2039-3-1 rev B House Type PA33 Floor Plans received at EDDC 05.11.14

2039-3-2 rev D House Type PA33 Elevations received at EDDC 05.11.14

2040-3-1 rev B House Type PC33 3St Floor Plans received at EDDC 05.11.14

2040-3-2 rev A House Type PC33 3St Elevations received at EDDC 05.11.14

2041-3-1 rev A House Type PT36 Floor Plans received at EDDC 05.11.14

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2041-3-2 rev C House Type PT36 Elevations received at EDDC 05.11.14

2042-3-1 rev A House Type PT37 Floor Plans received at EDDC 05.11.14

2042-3-2 rev C House Type PT37 Elevations received at EDDC 05.11.14

2043-3-1 rev B House Type PA41 Floor Plans received at EDDC 05.11.14

2043-3-2 rev C House Type PA41 Elevations received at EDDC 05.11.14

2045-3-1 rev D House Type PA49 Floor Plans received at EDDC 05.11.14

2045-3-2 rev D House Type PA49 Elevations received at EDDC 05.11.14

2046-3-1 rev D House Type D2000 Floor Plans received at EDDC 05.11.14

2046-3-2 rev D House Type D2000 Elevations received at EDDC 05.11.14

2046-3-3 rev D House Type D2000 Floor Plans received at EDDC 05.11.14

2046-3-4 rev D House Type D2000 Elevations received at EDDC 05.11.14

2050-3-1 rev A House Type AA25 Floor Plans received at EDDC 05.11.14

2050-3-2 rev B House Type AA25 Elevations received at EDDC 05.11.14

2051-3-1 rev A House Type AA33 Floor Plans received at EDDC 05.11.14

2051-3-2 rev B House Type AA33 Elevations received at EDDC 05.11.14

Mews Street

2029-4-1rev / House Type AA22 Floor Plans received at EDDC 05.11.14

2029-4-2 rev A House Type AA22 Elevations received at EDDC 05.11.14

2035-4-1rev B House Type PT21s Floor Plans received at EDDC 05.11.14

2035-4-2 rev D House Type PT21s Elevations received at EDDC 05.11.14

2039-4-1rev A House Type PA33 Floor Plans received at EDDC 05.11.14

2039-4-2rev C House Type PA33 Elevations received at EDDC 05.11.14

2041-4-1rev / House Type PT36 Floor Plans received at EDDC 05.11.14

2041-4-2rev B House Type PT36 Elevations received at EDDC 05.11.14

2050-4-1rev A House Type AA25 Floor Plans received at EDDC 05.11.14

2050-4-2 rev C House Type AA25 Elevations received at EDDC 05.11.14

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2029-5-1 rev / House Type AA22 Floor Plans received at EDDC 05.11.14

2029-5-2 rev A House Type AA22 Elevations received at EDDC 05.11.14

2039-5-1 rev C House Type PA33 Floor Plans received at EDDC 05.11.14

INTERIM DRAFT

2039-5-2 rev C House Type PA33 Elevations received at EDDC 05.11.14

2039-5-5rev D House Type PA33 Floor Plans received at EDDC 05.11.14

2039-5-6rev E House Type PA33 Elevations received at EDDC 05.11.14

2041-5-1rev / House Type PT36 Floor Plans received at EDDC 05.11.14

2041-5-2rev B House Type PT36 Elevations received at EDDC 05.11.14

2043-5-1rev B House Type PA41 Floor Plans received at EDDC 05.11.14

2043-5-2rev C House Type PA41 Elevations received at EDDC 05.11.14

2049-5-1rev B House Type3BWC Floor Plans and Elevations received at EDDC 05.11.14

2050-5-1rev A House Type AA25 Floor Plans received at EDDC 05.11.14

2050-5-2rev B House Type AA25 Elevations received at EDDC 05.11.14

2051-5-1rev B House Type AA33 Floor Plans received at EDDC 05.11.14

2051-5-2 rev D House Type AA33 Elevations received at EDDC 05.11.14

Green Lane

2039-6-1revA House Type PA33 Floor Plans received at EDDC 05.11.14

2039-6-2rev D House Type PA33 Elevations received at EDDC 05.11.14

2042-6-1rev B House Type PT37 Floor Plans received at EDDC 05.11.14

2042-6-2rev C House Type PT37 Elevations received at EDDC 05.11.14

2045-6-1rev E House Type PA49 Floor Plans received at EDDC 05.11.14

2045-6-2rev D House Type PA49 Elevations received at EDDC 05.11.14

2046-6-1rev D House Type D2000 Floor Plans received at EDDC 05.11.14

2046-6-2 rev D House Type D2000 Elevations received at EDDC 05.11.14

2050-6-1rev A House Type AA25 Floor Plans received at EDDC 05.11.14

2050-6-2rev C House Type AA25 Elevations received at EDDC 05.11.14

Garages

GAR-1 Garage Plans & Elevations Sheet 1 received at EDDC 05.11.14

GAR-2 Garage Plans & Elevations Sheet 2 rev A received at EDDC 05.11.14

GAR-3 Garage Plans & Elevations Sheet 3 revA received at EDDC 05.11.14

GAR-4 Garage Plans & Elevations Sheet 4 received at EDDC 05.11.14

GAR-5 Garage Plans & Elevations Sheet 5 received at EDDC 05.11.14

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INTERIM DRAFT

GAR-7 Garage Plans & Elevations Sheet 7 received at EDDC 05.11.14

Bin & Cycle received at EDDC 05.11.14

BS-1 Bin & Cycle Store Plans & Elevations rev A received at EDDC 05.11.14

Hallam Land 3000 series drawings

3000 Rev H Planning Layout received at EDDC 28.03.14

3001 Rev E Character Area Key Plan received at EDDC 28.03.14

3002 Rev E Building Heights Key Plan received at EDDC 28.03.14

3004 Rev E Materials Key Plan received at EDDC 28.03.14

3005 Rev H Lifetime & Affordable Housing Key Plan received at EDDC 28.03.14

MLR

3031-1-1 Rev B House Type B Floor Plans and Elevations received EDDC 28.02.14

3032-1-1 Rev B House Type C Floor Plans and Elevations received at EDDC 28.02.14

3033-1-1 Rev B House Type D Floor Plans and Elevations received at EDDC 28.02.14

3037-1-1 Rev B House Type H Floor Plans and Elevations received at EDDC 28.02.14

3037-1-2 Rev B House Type H Floor Plans and Elevations received at EDDC 28.02.14

3039-1-1 Rev A House Type K Floor Plans and Elevations received at EDDC 28.02.14

3042-1-1 Rev C House Type S Elevations 1 received at EDDC 28.02.14

3042-1-2 Rev C House Type S Elevations 2 received at EDDC 28.02.14

3042-1-3 Rev C House Type S Floor Plan 1 received at EDDC 04.03.14

3042-1-4 Rev C House Type S Floor Plan 2 received at EDDC 04.03.14

3042-1-5 Rev C House Type S Floor Plan 3 received at EDDC 04.03.14

3043-1-1 Rev B House Type T Floor Plans and Elevations received at EDDC 28.02.14

3044-1-1 Rev B House Type U Floor Plans and Elevations received at EDDC 28.02.14

3046-1-1 Rev B House Type W Floor Plans and Elevations received at EDDC 28.02.14

3047-1-1 Rev A House Type X Floor Plans and Elevations received at EDDC 28.02.14

COUNTRY PARK

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INTERIM DRAFT

3033-2-1	Rev B House Type D Floor Plans and Elevations received at EDDC 28.02.14
3033-2-2	Rev B House Type D Floor Plans and Elevations received at EDDC 28.02.14
3033-2-3	Rev A House Type D Floor Plans and Elevations received at EDDC 28.02.14
3034-2-1	Rev B House Type E Floor Plans and Elevations received at EDDC 28.02.14
3034-2-2	House Type E Floor Plans and Elevations received at EDDC 21.11.14
3035-2-1	Rev C House Type F Floor Plans and Elevations received at EDDC 28.03.14
3035-2-2	Rev B House Type F Floor Plans and Elevations received at EDDC 28.02.14
3039-2-1	Rev C House Type K Floor Plans and Elevations received at EDDC 28.02.14
3040-2-1	Rev C House Type N Floor Plans and Elevations received at EDDC 28.03.14
3040-2-2	Rev A House Type N Floor Plans and Elevations received at EDDC 28.02.14
3043-2-1	Rev B House Type T Floor Plans and Elevations received at EDDC 28.02.14

HAMLETS

3032-3-1	Rev A House Type C Floor Plans and Elevations received at EDDC 28.02.14
3035-3-1	Rev A House Type F Floor Plans and Elevations received at EDDC 28.02.14
3036-3-1	Rev A House Type G Floor Plans and Elevations received at EDDC 28.02.14
3036-3-2	House Type G Floor Plans and Elevations received at EDDC 28.02.14
3037-3-1	Rev B House Type G&H Elevations received at EDDC 28.02.14
3037-3-2	Rev A House Type G&H Floor Plans received at EDDC 28.02.14
3039-3-1	Rev A House Type K Floor Plans and Elevations received at EDDC 28.02.14
3039-3-2	Rev A House Type K Floor Plans and Elevations received at EDDC 28.02.14
3041-3-1	Rev A House Type P Floor Plans and Elevations received at EDDC 28.02.14
3043-3-1	House Type T Floor Plans and Elevations received at EDDC 28.02.14
3044-3-1	Rev B House Type U Floor Plans and Elevations received at EDDC 28.02.14
3045-3-1	Rev A House Type V Floor Plans and Elevations received at EDDC 28.02.14

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3030-4-1	Rev B House Type A Floor Plans and Elevations received at EDDC 28.02.14
3031-4-1	Rev B House Type B Floor Plans and Elevations received at EDDC 28.02.14
3031-4-2	House Type B Floor Plans and Elevations received at EDDC 28.02.14
3032-4-1	Rev B House Type C Floor Plans and Elevations received at EDDC 28.02.14

INTERIM DRAFT

3033-4-1	Rev A House Type D Floor Plans and Elevations received at EDDC 28.02.14
3035-4-1	Rev B House Type F Floor Plans and Elevations received at EDDC 28.02.14
3041-4-1	Rev A House Type P Floor Plans and Elevations received at EDDC 28.02.14
3043-4-1	Rev B House Type T Floor Plans and Elevations received at EDDC 28.02.14
3044-4-1	Rev B House Type U Floor Plans and Elevations received at EDDC 28.02.14

HINTERLAND

3031-5-1	Rev B House Type B Floor Plans and Elevations received at EDDC 28.02.14
3032-5-1	Rev C House Type C Floor Plans and Elevations received at EDDC 28.03.14
3033-5-1	Rev B House Type D Floor Plans and Elevations received at EDDC 28.02.14
3034-5-1	Rev B House Type E Floor Plans and Elevations received at EDDC 28.02.14
3035-5-1	Rev B House Type F Floor Plans and Elevations received at EDDC 28.02.14
3039-5-1	Rev C House Type K Floor Plans and Elevations received at EDDC 28.03.14
3040-5-1	Rev B House Type N Floor Plans and Elevations received at EDDC 28.02.14
3041-5-1	Rev C House Type P Floor Plans and Elevations received at EDDC 28.03.14
3043-5-1	Rev B House Type T Floor Plans and Elevations received at EDDC 28.02.14
3044-5-1	Rev B House Type U Floor Plans and Elevations received at EDDC 28.02.14

GREEN LANE

3035-6-1	Rev A House Type F Floor Plans and Elevations received at EDDC 28.02.14

Garages

3050-1 Rev B Floor Plans and Elevations received at EDDC 28.03.14

3050-2 Floor Plans and Elevations received at EDDC 28.02.14

3050-3 Rev A Floor Plans and Elevations received at EDDC 28.02.14

Ground and soil conditions documentation

Cranbrook Phase 2 Earthworks Specification for Former Slurry Pit For Persimmon Homes June 2014 TUV SUD PMSS received at EDDC 01.10.14

Letter to Persimmon Homes from TUV SUD PMSS referenced 734300355 20141001/L1 dated 01.10.14 received at EDDC 01.10.14

INTERIM DRAFT

Cranbrook Phase 2 Geotechnical Investigation Report for Persimmon Homes February 2014 received at EDDC 01.10.14

Brookbanks drawing 1264/CP/01 Rev B (slurry pit locations) received at EDDC 01.10.14

Phase II Site Investigation Factual Report Corsair Project No. 05-375.01 January 2006 received at EDDC 08.10.14

Phase II Site Investigation Interpretative Reprt Corsair Project No. 05.375.02 January 2006 received at EDDC 08.10.14

INTERIM DRAFT

Service Lead - Planning

THIS DECISION IS NOT A DECISION UNDER BUILDING REGULATIONS AND THE APPLICANT SHOULD ENSURE THAT ALL NECESSARY APPROVALS FOR THE SAME PROPOSAL AND THE SAME PLANS ARE OBTAINED BEFORE COMMENCING ANY WORK ON THE SITE.

Please refer to the accompanying notes which form part of this decision notice.

INTERIM DRAFT

SCHEDULE 31

Appendix 2

Services

Appendix 2

Services

ANALYSIS OF SERVICING REQUIREMENTS

November 2014

S106 Ref	Building or Obligation	Triggers:		Roads and Footpaths		Mains and other services				District Heating System	Comments
		Stage 1	Stage 2	to Base	to wearing	Electr'	Water		BT		
Sch 2	Education										
2.1	Provide 1st Primary School	-	Prior to occupation of 300th Dwelling	y	y	y	y		y		Full loadings
2.8.1	*Campus Full Services*	-	Prior to occupation of 1600th Dwelling	*y*	*y*	*y*	*y*		*y*		*Full loadings*
Sch 3	Highways	N/A	N/A	-	-	-	-	-	-	-	
Sch 4	Footpaths Cycleways	N/A	N/A	-	-	-	-	-	-	-	
Sch 5	Public Transport	N/A	N/A	-	-	-	-	-	-	-	
Sch 6	Transfer of Railway Station & Land			y		y	y		y		Review possible requirements
6.7			Within3 months								

			of a notice from DCC								
Sch 7	**Travel Plans**	N/A	N/A	-	-	-	-	-	-	-	
Sch 8	**NEAPs LEAPs Skateboard Park layout and grass**	N/A	Various	n	y	y	y	-	-		Review specific requirements
Sch 9	**Sports Pitches**										
9.5	Layout and install		Prior to occupation of 1700th Dwelling	n	y	y	y	-	-	-	Review specific requirements
Sch 10	**Country Park**										
10.2	Layout Country Park and nature reserve	N/A	As per CPSMP and NRSMP	n	y	y	y	-	-	-	Review specific requirements
10.10(a)	Build and Transfer Country Park Resource Centre	N/A	Prior to occupation of 1,500th Dwelling	n	y	y	y	-	y		
10.10(b)	Build and transfer Street Scene Services Compound	N/A	Prior to occupation of 1,700th Dwelling	n	y	y	y	-	y		Review Specific Requirements
Sch 13 13.2	Public convenience building (where provided in separate building) Lay out and complete building	N/A	Prior to occupation of 2000th Dwelling		y	y	y				
Sch 17	Youth-Facilities										
17.4	Lay-out and complete	N/A	Prior to occupation of	-	y	y	y		y	y	

			3450th Dwelling								
Sch 19	Library Facilities										
19.4 and 19.5	Lay out and construct and Transfer Facilities	N/A	Prior to occupation of 3450th Dwelling	-	y	y	y		y	y	
Sch 20	**Police and Ambulance Facilities**										
20.2 and 20.3	Lay out and Transfer Police Station Land	N/A	Prior to occupation of 2500th Dwelling	-	y	y	y		y	y	Review specific requirements
20.2 and 20.3	Lay out and Transfer Ambulance Land	N/A	Prior to occupation of 2500th Dwelling	-	y	y	y	-	-	-	Review specific requirements
Sch 21	Health and Wellbeing Land										
21.2 and 21.3	Lay out and Transfer of Land		Prior to occupation of 2500th Dwelling	-	y	y	y		y	y	Review specific requirements
Sch 22	**Place of Worship**										
22.2 and 22.3	Lay out and Transfer Land	N/A	Prior to 500th Dwelling	-	y	y	y		y		Review specific requirements
22.5 and 22.6	Build and Transfer Church Worker Resi' Acc'	N/A	Prior to 150th Dwelling	-	y	y	y		y		Review specific requirements
Sch 23	**Multi Purpose Building**										
23.2 and 23.5	Construct and complete Transfer of Building (to include temp Police Land and Ambulance Land)	N/A	Prior to 150th Dwelling	-	y	y	y		y		Review specific requirements
Sch 24	**Town & District Centre Retail Facilities**										
	Make land and buildings available	N/A	Various	-	y	y	y		y	y	Review specific requirements.

											Review timing (if any)
Sch 32	Town Council Facilities										
32.4	Layout and Construct Facilities and Transfer	N/A	Prior to occupation of 3450 Dwellings		y	y	y		y	y	
Sch 27	Allotments										
27.3	Lay out and Transfer	N/A	Prior to occupation of 1700 Dwellings		y	y	y				
Sch 30	Extra Care Land										
30.2 and 30.3	Lay out and Transfer Land	N/A	Prior to occupation of 2500th Dwelling		y	y	y		y	y	
Sch 31	Children's Centre Facilities										
31.4, 31.5 and 31.6	Layout and complete facilities and transfer, or layout and transfer land	N/A	As noted in Schedule 31		y	y	y		y	y	

Note: In anticipation of a CHP system being used at Cranbrook incorporating heating mains it should be noted that where CHP is to be used gas will not be provided and that a heat mains connection will be provided to the curtilage of the plot for any and all the above locations.

SCHEDULE 32

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8	Senior Planning Officer Person Specification
9	Country Park Officer Job Description
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13	First Primary School Specification
14	Landscape Biodiversity and Drainage Strategy
15	Employment and Retail Strategy
16	Strategic Design Guide
17	Sustainability Strategy
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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	Crannaford 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
31	Average Daylight Factor
32	Local Needs Qualification Schedule
33	Specification for Disabled Units
34	Form of Second Planning Permission

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

19110

~~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)

~~County Solicitor/Assistant County Solicitor~~
A Duly Authorised Officer

DOCUMENT No. 45634

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

in the presence of)

W L Hill
Wendy Hill
600 Park Avenue
Aztec West
Bristol BS32 4SD

Executed as a deed by affixing the
Common Seal of
HALLAM LAND MANAGEMENT LIMITED
In the presence of:

Director

Director/Secretary

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

in the presence of)

D.M. HEATH LOE
Simon Perks

C. Coombes CARLEY COOMBES
PERSONAL ASSISTANT C/O
PERSIMMON HOMES, MALLARD R
SOWTON, EXETER, EX2 7LQ

Executed
~~SIGNED~~ as a **DEED** by affixing the Common Seal of
~~as attorney for~~ **BOVIS HOMES**)
LIMITED in the presence of)
two authorised signatories

SIGNED as a **DEED** by AFFIXING THE COMMON SEAL OF)
~~as attorney for~~ **SOVEREIGN LIVING**)
LIMITED in the presence of)

SLL/14/0423

SIGNED as a **DEED** by)
as attorney for **WESTCO PROPERTIES**)
LIMITED in the presence of)

1853

Authorised Signatory/Secretary

Authorised Signatory

Executed as a Deed by affixing the)
Common Seal of **Devon and Cornwall**)
Housing Limited in the presence of)

Authorised Signatory

Authorised Signatory/Secretary

Authorised Signatory

Authorised Signatory

Report to EDDC Legal
Deed of Variation to Cranbrook Section 106 Agreement – 587 Application

BURGES SALMON

1 INTRODUCTION

1.1 This report explains the effects of a proposed Deed of Variation to the Cranbrook section 106 Agreement dated 29 October 2010 (the Cranbrook Agreement[1]).

1.2 The Deed of Variation is being entered into to secure planning obligations controlling the use of land and development to be permitted pursuant to an application for the development of land for dwellings, associated roads and access, landscaping, open spaces, infrastructure and engineering works (including ground modelling), and the demolition of a single dwelling, selected farm outbuildings and other structures (the 587 Application[2]).

1.3 EDDC's Development Management Committee resolved to grant permission for the 587 Application on Tuesday 1 April 2014 subject to conditions and the completion of a satisfactory section 106 agreement. The section 106 agreement in this case was to be a deed of variation to the existing Cranbrook Agreement as detailed in the officer's report to committee.

1.4 The officer's report to committee dated 1 April 2014 is supplied with this report and contains background information which is not repeated here. This report should be read in conjunction with that report.

1.5 An updated delegated officer's report to the chair of the Development Management Committee dated 12 November is also supplied with this report.

2 THE DEED OF VARIATION

2.1 The purpose of the Deed of Variation is to:

(a) extend existing planning obligations to the additional 587 dwellings as if 3,487 dwellings were first applied for[3];

(b) secure additional provision in respect of those additional 587 dwellings; and

(c) make minor changes to the existing planning obligations.

2.2 The parties to the Deed of Variation will be (1) EDDC (2) DCC (3) Taylor Wimpey (4) Hallam (5) Persimmon (6) Bovis (7) Sovereign Living Limited (8) Westco Properties Limited and (9) Devon and Cornwall Housing Limited.

2.3 These parties own the land bound by the existing Cranbrook Agreement; with the exception of individual parcels sold to residential occupiers.

2.4 Burges Salmon carried out a full review of title to the site in September 2013 at the time of reporting to EDDC on the minor and main Deeds of Variation relating to the Education Campus. Burges Salmon's report on those Deeds (including title) was dated 6 September.

2.5 It is not considered necessary or proportionate to carry out a further full review of title to the site at this stage. Instead:

[1] As subsequently varied by two deeds of variation dated 26 November 2013 relating to the Education Campus.

[2] The permission would limit development to 587 new dwellings. EDDC's reference for this application is 13/1752/MFUL.

[3] The 2010 Cranbrook permission being granted for up to 2,900 dwellings.

(h) Schedule 7 updates and replaces Schedule 10 of the Cranbrook Agreement (Country Park and Nature Reserve and Street Scene Compound) to reflect the planning obligations detailed in the officer's report.

(i) Schedule 8 updates and replaces Schedule 15 of the Cranbrook Agreement (Public Realm and Public Art) to reflect the planning obligations detailed in the officer's report.

(j) Schedule 9 updates and replaces Schedule 16 of the Cranbrook Agreement (New Community Officer) to reflect the planning obligations detailed in the officer's report.

(k) Schedule 10 updates and replaces Schedule 17 of the Cranbrook Agreement (Youth Facilities) to reflect the planning obligations detailed in the officer's report.

(l) Schedule 11 updates and replaces Schedule 18 of the Cranbrook Agreement (Community Development Worker) to reflect the planning obligations detailed in the officer's report.

(m) Schedule 12 updates and replaces Schedule 19 of the Cranbrook Agreement (Town Council Offices, Library and Mobile Library Contribution) to reflect the planning obligations detailed in the officer's report. Certain matters addressed in the original Schedule 19 are to be covered in new Schedule 32 (Town Council Facilities); see further below.

(n) Schedule 13 updates and replaces Schedule 20 of the Cranbrook Agreement (Police and Ambulance Facilities) to reflect the planning obligations detailed in the officer's report.

(o) Schedule 14 updates and replaces Schedule 21 of the Cranbrook Agreement (Health and Wellbeing Campus) to reflect the planning obligations detailed in the officer's report.

(p) Schedule 15 updates and replaces Schedule 25 of the Cranbrook Agreement (Sustainability Provisions) to reflect the planning obligations detailed in the officer's report.

(q) Schedule 16 updates and replaces Schedule 26 of the Cranbrook Agreement (Pebble Beds Heath SAC and SPA) to reflect the planning obligations detailed in the officer's report.

(r) Schedule 17 introduces a new Schedule 27 to the Cranbrook Agreement (Allotments) to reflect the planning obligations detailed in the officer's report.

(s) Schedule 18 introduces a new Schedule 28 to the Cranbrook Agreement (Waste Disposal) to reflect the planning obligations detailed in the officer's report.

(t) Schedule 19 introduces a new Schedule 30 to the Cranbrook Agreement (Extra Care) to reflect the planning obligations detailed in the officer's report.

(u) Schedule 20 introduces a new Schedule 31 to the Cranbrook Agreement (Children's Centre Facilities) to reflect the planning obligations detailed in the officer's report.

(v) Schedule 21 introduces a new Schedule 32 to the Cranbrook Agreement (Town Council Facilities) to reflect the planning obligations detailed in the officer's report.

setting out future date for compliance with those obligations. This will avoid any arguments around deemed waiver of those obligations in the future.

6 SEALING AND COMPLETION

6.1 Assuming that nothing within this report raises doubts or concerns with EDDC legal, they are asked to arrange for the sealing of the proposed deed of variation on receipt.

6.2 Prior to completion of the Deed of Variation Burges Salmon will ensure that it obtains the following undertakings or reassurances from the NCPs or Clarke Wilmott on their behalf:

(a) an undertaking for EDDC's legal costs associated with the Agreement;

(b) an undertaking concerning title as detailed above at paragraph 2.5(b); and

(c) a revised timetable for the fulfilment of certain planning obligations as detailed above at paragraph 5.5.

6.3 Burges Salmon will confirm receipt of these undertakings or reassurances to EDDC legal, at which point EDDC will be asked to complete the proposed Deed of Variation.

Burges Salmon LLP

13 November 2014

List of related documents:

1. Officer's report to EDDC's Development Management Committee for Tuesday 1 April 2014[5]

2. EDDC's Development Management Committee resolution from its meeting of 1 April 2014[6]

3. Updated officer's delegated report for consultation with the chair of EDDC's Development Management Committee – dated 12 November 2014[7].

4. Final draft of the proposed Deed of Variation; including all relevant plans and appendices to the proposed Deed of Variation[8].

[5] Burges Salmon document reference 21105742

[6] Burges Salmon document reference 21562519

[7] Burges Salmon document reference 22539241

[8] Burges Salmon document reference 22541479 and redline plan reference 22539317