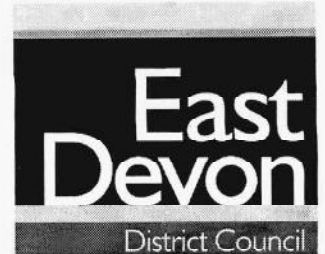


S106A/056/BCL

## Memo



To: Land Charges  
Martin Langford  
April Waterman  
Ed Freeman  
Andy Wood

From: Henry Gordon Lennox  
Legal Services

Your Ref:

Our Ref: DEV.2-0258/HGL

9<sup>th</sup> September 2016

### Cranbrook

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I attach a copy of the Deed of Variation relating to Cranbrook which was completed on 13<sup>th</sup> May 2016.

Please accept my apologies for the delay in providing this information.

A handwritten signature in black ink, appearing to read "Henry Gordon Lennox".

**Henry Gordon Lennox**  
Principal Solicitor

DATED

13<sup>th</sup> May

2016

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 (and as subsequently amended) made between East Devon District Council (1) Devon County Council (2) Taylor Wimpey Developments Limited (3) and Hallam Land Management Limited (4) Persimmon Homes (South West) Limited (5) Redrow Homes Limited (6) the Owners (7) and the Chargees (8) relating to land north of Rockbeare Devon (Cranbrook)

This Deed is made the

13<sup>th</sup>

day of

May

2016

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")
- (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")

#### Background

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

#### Introduction

The terms and expressions defined in the Principal Agreement shall unless defined in this Deed of Variation or the context otherwise requires have the same meaning when used in this Deed of Variation

- (A) EDDC is the Local Planning Authority for the purposes of the Act for the district within which the Land is situated
- (B) DCC is also a Local Planning Authority for the purposes of the Act and the Local Education Authority for the area within which the Land is situated
- (C) This Deed is to vary the Principal Agreement (as herein defined) in respect of the Land
- (D) This Deed is made in accordance with section 106A of the Act section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011
- (E) The New Community Partners ("NCP") comprise of Taylor Wimpey Hallam Persimmon and Redrow Homes Limited ("Redrow")

- (F) The NCP (excluding Redrow) together with Bovis Sovereign Westco and DCH have acquired a freehold of all the Land subject to this Deed of Variation and the NCP (excluding Redrow) have submitted the Reserved Matters Applications in respect of the Ingram Land and Phase 3a of the MLR
- (G) NCP (excluding Redrow) Bovis Sovereign and Westco and DCH have agreed with EDDC and DCC that certain provisions in the Principal Agreement shall be varied in accordance with the provisions of this Deed in respect of the provision of Sports Pitches Country Park and Nature Reserve and the Allotments to enable the NCP (excluding Redrow) to carry out the Development on the Ingram Land and on land adjacent to the land covered by Phase 3a of the MLR
- (H) The parties hereto have agreed to enter into this Deed to vary the terms of the Principal Agreement in respect of the Land

## 1 OPERATIVE PROVISIONS

- 1.1 In pursuance of sections 106A of the Act section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and all other enabling provisions powers it is **HEREBY AGREED AND DECLARED** by and between the parties as follows:
- 1.2 This Deed of Variation shall become effective upon the date of completion hereof
- 1.3 Save as varied by this Deed of Variation the Principal Agreement shall remain in full force and effect
- 1.4 This Deed of Variation is entered into under Section 106 and 106(A)(1)(a) of the Act and creates planning obligations for the purposes of the Act and is enforceable by the EDDC and DCC as local planning authorities

## 2 INTERPRETATION

In this Deed of Variation the following definitions shall apply:

- 2.1 "the Principal Agreement" means the agreement dated 29 October 2010 made under section 106 of the Act between East Devon District Council (1) Devon County Council (2) Taylor Wimpey Developments Limited (3) and Hallam Land Management Limited (4) Persimmon Homes (South West) Limited (5) Redrow Homes Limited (6) the Owners (7) and the Chargees (8) relating to land north of Rockbeare Devon (Cranbrook) as varied by:
- (a) a deed of variation dated 26 November 2013 made between East Devon District Council (1) Devon County Council (2) Taylor Wimpey Developments Limited (3) Hallam Land Management Limited (4) Persimmon Homes (South West) Limited (5) Bovis Homes Limited (6) Sovereign Living Limited (7) and Westco Properties Limited (8)
- (b) a deed of variation dated 26 November 2013 made between East Devon District Council (1) Devon County Council (2) Taylor Wimpey Developments Limited (3)

Hallam Land Management Limited (4) Persimmon Homes Limited (5) Bovis Homes Limited (6) Sovereign Living Limited (7) and Westco Properties Limited (8)

(c) a deed of variation dated 24 November 2014 made between East Devon District Council (1) Devon County Council (2) Taylor Wimpey Developments Limited (3) Hallam Land Management Limited (4) Persimmon Homes Limited (5) Bovis Homes Limited (6) Sovereign Living Limited (7) Westco Properties Limited (8) and Devon and Cornwall Housing Limited (9)

- 2.2 "Ingram Land" has the same meaning as set out in Clause 4.3 below
- 2.3 "IL Owners" means together the NCP (excluding Redrow) Bovis Sovereign Westco and DCH
- 2.4 "Land" means the land edged red on Plan A of this Deed of Variation
- 2.5 "Phase 3a of the MLR" means the application for some of the reserved matters of Phase 3a of the Main Local Route pursuant to the Planning Permission and registered under EDDC reference number 15/0785 /MRES
- 2.6 "Reserved Matters Application" means the application to discharge reserved matters in respect of parts of the land covered the Planning Permission being the Ingram Land and registered under EDDC reference number 14/2137/MRES
- 2.7 The interpretation and expressions defined in the Principal Agreement shall unless the context otherwise requires have the same meaning when used in this Deed
- 2.8 The Definitions and clauses of the Principal Agreement shall be incorporated into this Deed as if the same was set out herein in full
- 2.9 References to clauses paragraphs schedules and appendices are references to the Principal Deed unless the contrary intention is shown

### 3 ENFORCEMENT

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

### 4 VARIATION PROVISIONS

4.1 The terms of the Principal Agreement shall be amended as follows:

4.1.1 The following definitions shall be deleted and replaced with those shown in the table below:

**"Sports Pitch Specification and Delivery Programme"**

**"Country Park Specification and Management Programme"**

**"Nature Reserve Specification and Management Programme"**



**"Sports Pitch Specification Delivery and Management Programme"**

means a specification of the Sports Pitches to be provided on the Sports Pitch Land (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 with Changing Rooms ancillary buildings drainage maintenance and car parking provision which for the avoidance of doubt shall include provision of an all weather pitch

**"Country Park and Nature Reserve Specification Delivery and Management Programme"**

means a specification for the provision management and maintenance of the Country Park and Nature Reserve and which shall include a plan showing the location shape and area of land comprising the Nature Reserve which shall be in accordance with the relevant details in the Landscape Biodiversity and Drainage Strategy

4.1.2 The following definitions shall be amended as set out below:

**"Country Park and Nature Reserve"**

means that part of the Land identified as such in the Landscape Biodiversity and Drainage Strategy for a Country Park and Nature Reserve and which shall be delivered in Stages of which not less than 2.26 ha shall comprise the Nature Reserve (such amount including an equivalent amount of Nature Reserve land being lost due to the Phase 3a of the MLR)

**"Plan 11"**

Not used

**"Plan 21"**

means drawing number 4671-L-42D showing the location of the Temporary Sports Pitch and marked as Plan 21

**"Sports Pitches"**

means two senior grass football pitches and one cricket square designed to the standards prepared by the Sports Turf Research Institute and agreed by EDDC together with sports pavilion which shall include Changing Rooms ancillary buildings appropriate drainage and car parking all within the Sports Pitch Land

**"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 and which includes the Circus

4.2 The following definitions in the Principal Agreement shall be deleted

<b>"Street Scene Services Compound"</b>	means a compound which shall be a minimum of 2,000m <sup>2</sup> of Serviced Land and shall include six storage bays and a compacted/tipping pit ramp which is to be provided on the Land in connection with the maintenance of the Open Space Play Areas Country Park On-Site Landscaping and On-Site Highway Landscaping
-----------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

4.3 The following additional definitions shall be incorporated into the Principal Agreement:

- "Affordable Housing Land"** means such part or parts of the Land which are shown on the Affordable Housing Plan for each phase of the Development as being for the provision of Affordable Housing (together with any incidental land associated with such Affordable Housing forming footways access ways communal areas parking areas and amenity space
- "the Circus"** means the part of the Land so indicated outlined with a broken blue line on Plan 28
- "Ingram Land "** means that part of the Land as shown outlined and hatched in red on Plan 28
- "Ingram Land Application"** means the application (or applications) for reserved matters approval in respect of the Ingram Land
- "Ingram Land Approval"** means the reserved matters approval(s) granted in respect of the Ingram Land Application
- "Ingram Sports Pitches"** means that part of the Ingram Land which shall comprise part of the Sports Pitches and which shall include a Sports Pavilion with Changing Rooms the layout of which is shown on the Landscape Proposal Plan (reference 4671-SP-07 Rev AH) approved as part of the Reserved Matters Application or such replacement plan as may be approved by EDDC as local planning authority
- "Plan 28"** means the plan annexed hereto showing the Ingram Land and the Circus and marked as Plan 28

**NOTES**  
 This drawing is the author's property and shall be used for the project as intended. It is the author's responsibility to ensure that all information is accurate and that any changes are noted. It is the user's responsibility to ensure that the drawing is used for the intended purpose and that any changes are noted. The author is not responsible for any errors or omissions in this drawing. The user is responsible for any errors or omissions in this drawing.

Revision	Details	Date

**REVISION LIST**

PLAN 28

Ingram Land Planning  
 Application Ref:  
 14/2137/MRES  
 Circus

*A. Stebbins*



North Arrow  
 Scale: 1:2000  
 Date: 12/11/15

**Cranbrook  
 Ingram Land and Circus**

DC	SP	WCHS	JD
----	----	------	----

**David Lock Associates**  
 Town Planning and Survey, City, Ltd.

DAVID LOCK ASSOCIATES, LTD.  
 100 SOUTH WINDMILL LANE, LETCHWORTH, HERTS, SG4 7JF  
 TEL: 01452 867744 FAX: 01452 867743 EMAIL: david@lockassociates.co.uk  
 www.lockassociates.co.uk

**"Temporary Sports Pitch  
Specification Delivery and  
Management Programme**

means the specification and delivery and maintenance programme approved by EDDC and appended hereto as Appendix 35

- 4.4 Schedule 9 (*Sports Pitches*) of the Principal Agreement shall be deleted and replaced with Schedule 1 of this Deed
- 4.5 Schedule 10 (*Country Park and Nature Reserve and Street Scene Compound*) shall be deleted and replaced with Schedule 2 of this Deed
- 4.6 Schedule 27 (*Allotments*) shall be deleted and replaced with Schedule 3 of this Deed
- 4.7 Plan 11 attached to the Principal Agreement shall be deleted
- 4.8 Paragraph 8.6 of Schedule 8 (*Open Space and Play Areas*) of the Principal Agreement shall be deleted and replaced with the new paragraph 8.6:
- "8.6 On the expiration of the 12 month maintenance period referred to in paragraph 8.4 of this Schedule and in the event that Cranbrook Town Council confirms in writing that it wishes to take on the responsibility for the maintenance of any of the Open Space then the Owners may Transfer the said Open Space (or such part of it as Cranbrook Town Council has agreed to maintain) to Cranbrook Town Council provided always that the provisions of paragraphs 8.3 and 8.5 have been complied with prior to such Transfer and Provided Always That if such Transfer occurs prior to the laying out of the Open Space in accordance with paragraph 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 is to be or will have already been transferred to Cranbrook Town Council"
- 4.9 Appendix 27 of the Principal Agreement shall be deleted and replaced with Appendix 2 of this Deed
- 4.10 Appendix 1 of this Deed shall be inserted as Appendix 35 of the Principal Agreement
- 4.11 Plan 21 attached to the Principal Agreement shall be deleted and replaced with the plan annexed to this Deed and labelled Plan B and referenced 4671-L-42 Rev D.
- 4.12 Clause 13 of the Principal Agreement shall be amended by the addition of the following provision:
- "13.5 The obligations contained in this Agreement shall not bind or be enforceable against a Registered Provider or any successors in title thereto or persons deriving title therefrom who have acquired an interest in any part of the Affordable Housing Land (to the extent of such interest) and nor shall it be binding or enforceable against such person's mortgagee or chargee (or any receiver (including an administrative receiver)) appointed by such mortgagee or chargee or any other person appointed under any security documentation



to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator and nor against any person acquiring an interest in the Affordable Housing Land from such persons except for: (a) the obligations contained in Schedule 1; and (b) any obligations required to deliver Open Space and Play Areas within the Affordable Housing Land in accordance with Schedule 8 to the extent that such obligation falls within the Affordable Housing Land AND FOR THE AVOIDANCE OF DOUBT any mortgagee or chargee or receiver or administrator or other persons referred to in this clause shall always have the benefit of the further exemptions in clause 13 hereof.

13.6 If there is any dispute as to whether or not any part of the Land forms part of the Affordable Housing Land the Owners or the Registered Provider may request written confirmation from EDDC (and EDDC acting reasonably shall provide such written confirmation within 14 days) as to whether any part of the Land is Affordable Housing Land and/or subject to any obligation-to deliver Open Space or Play Areas and their determination of this matter will be final and determinative"

4.13 Paragraph 1.6 of Schedule 1 to the Principal Agreement shall be deleted and replaced with

"1.6 The Affordable Housing and Affordable by Design Housing Units shall be constructed in the locations on the Affordable Housing Plan approved for that phase pursuant to paragraphs 1.2 and 1.3 and so that in terms of their external appearance they are materially indistinguishable from the Open Market Dwellings

## 5 FEES

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

## 6 COUNTERPARTS

This Deed of Variation may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement

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

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 9

#### Sports Pitches

- 9.1 The Sports Pitches shall be laid out and provided within the Sports Pitch Land such location to have been approved in accordance with paragraph 9.14 below unless a subsequent Detailed Approval shows the Sports Pitches (or part thereof) in an alternative location (in which case the Sports Pitches (or that part thereof) shall be provided in accordance with that Detailed Approval) and for the avoidance of doubt EDDC may agree to the deletion of the Circus from being within the Sports Pitch Land provided always that 7.3ha of Sports Pitch Land is provided
- 9.2 Prior to the First Occupation of the 1500<sup>th</sup> Dwelling the Owners shall lay out and complete the Temporary Sports Pitch in accordance with the Temporary Sports Pitch Specification Delivery and Management Programme and shall maintain it in accordance with the said Programme and shall ensure that it remains 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 Country Park (unless otherwise agreed between EDDC and the Owners)
- 9.3 Prior to the First Occupation of the 1350<sup>th</sup> Dwelling the Owners shall submit to and obtain the written approval of EDDC to a single or series of Sports Pitch Specification Delivery and Management Programme(s) for the delivery of the Sports Pitches (for the avoidance of doubt to include the sports pavilion with Changing Rooms) within the Sports Pitch Land in accordance with the terms of this Schedule
- 9.4 The Owners shall complete the Ingram Sports Pitches in accordance with the approved Sports Pitch Specification Delivery and Management Programme and make them available for use by the later of the First Occupation of the 2000<sup>th</sup> Dwelling or within 1 (one) year of the date of the Ingram Land Approval SAVE THAT in the event of the need to obtain any other consents and/or licences including under the Habitats Regulations then the 1 (one) year period shall only run from the Owners obtaining the final consent or licence necessary to permit the works to proceed and the completion of any works required as a condition of the licence or approval Provided Always That the Owners shall proceed diligently with such applications for consent and or licence(s) so as to obtain it/them as soon as reasonably practical and also with any works required as a condition
- 9.5 Notwithstanding the requirements of paragraph 9.4 above the Owners shall in any event lay out install and complete the Ingram Sport Pitches and sports pavilion with Changing Rooms in accordance with the approved Sports Pitch Specification Delivery and Management Programme (Ingram's Land) Prior to the First Occupation of the 2500<sup>th</sup> Dwelling
- 9.6 Prior to the First Occupation of the 3000<sup>th</sup> Dwelling the Owners shall lay out and complete the remaining Sports Pitches (being those Sports Pitches and facilities within the remaining Sports Pitch Land that are not provided in accordance with paragraph 9.4) in accordance with

the approved Sports Pitch Specification Delivery and Management Programme and shall make them available for use as soon as reasonably practical thereafter

- 9.7 Following the laying out and installation of the Sports Pitches (or part thereof) the Owners shall maintain the Sports Pitches (or that part thereof) for a period of 12 (twelve) months following their respective delivery dates (or such other period as may be agreed within the approved Sports Pitch Specification Delivery and Management Programme) to allow for the bedding in of those Sports Pitches
- 9.8 On the expiry of the 12 (twelve) month (or such other agreed time) bedding in period pursuant to paragraph 9.7 or in the case of the Ingram Sports Pitches prior to the First Occupation of the 2500<sup>th</sup> Dwelling (whichever is the later) the Owners shall seek and using reasonable endeavours to obtain EDDC's certification that the Sports Pitches and Sports Pavilion (including Changing Rooms) have been completed to EDDC's satisfaction and shall make the Sports Pitches and Sports Pavilion (including Changing Rooms) available for use in accordance with the Sports Pitch Specification Delivery and Management Programme
- 9.9 The Owners shall maintain the Sports Pitches in accordance with the Sports Pitch Specification Delivery and Management 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 planting 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 the Cranbrook Town Council confirms in writing that it wishes to take on the responsibility for the maintenance of the Sports Pitches then the Owners may transfer the Sports Pitches to Cranbrook 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 Cranbrook Town Council the Owners shall continue to maintain the same to the approved Sports Pitch Specification Delivery and Management Programme to the satisfaction of EDDC unless other arrangements are agreed between EDDC and the Owners for the maintenance of the Sports Pitches
- 9.13 It is hereby agreed by EDDC that as of the 13<sup>th</sup> May 2016 other than provision within the Ingram Sports Pitches there shall be no other requirement for cricket facilities within the Land to serve the 3487 dwellings
- 9.14 Prior to the 1<sup>st</sup> July 2016 the Owners shall have provided to EDDC for its approval a plan showing the location of all of the 7.3ha of Sports Pitch Land.

SCHEDULE 2

Schedule 10

The Country Park and Nature Reserve

**The Country Park and Nature Reserve**

- 10.1 The Owners shall:
- 10.1.1 submit the Country Park and Nature Reserve Specification Delivery and Management Programme (which may be a single document or a series of documents) to EDDC prior the First Occupation of the 1500<sup>th</sup> Dwelling PROVIDED THAT for the avoidance of doubt the Country Park and Nature Reserve Specification Delivery and Management Programme 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 Country Park and Nature Reserve (unless otherwise agreed between EDDC and the Owners)
  - 10.1.2 prior to the First Occupation of the 1500<sup>th</sup> Dwelling the Owner submit to EDDC 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
  - 10.1.3 not to permit Occupation of any more than 1750 Dwellings until the Country Park and Nature Reserve Specification Delivery and Management Programme and the updated plan 5 to the Landscape Biodiversity and Drainage Strategy have been approved by EDDC
- 10.2 The Owners shall carry out and complete the works required to lay out the Country Park and Nature Reserve in accordance with the Country Park and Nature Reserve Specification Delivery and Management Programme approved under paragraph 10.1 above and the (revised) requirements set out on plan 5 of the Landscape Biodiversity and Drainage Strategy approved under paragraph 10.1 above
- 10.3 On Commencement of Construction of Stage 1 of the Country Park and of the 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 each Stage of the Country Park and of the Nature Reserve within seven days of Commencement of Construction

- 10.5 Upon completion of a Stage of the Country Park and Nature Reserve the Owners shall seek and obtain EDDC's certification that the Stage has been completed to EDDC's satisfaction. The Owners shall maintain each Stage of the Country Park and Nature Reserve in compliance with the Country Park and Nature Reserve Specification Delivery and Management Programme 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 approved Country Park and Nature Reserve Specification Delivery and Management Programme 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 Cranbrook Town Council confirms in writing that it wishes to maintain the Country Park and the Nature Reserve 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 shall 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 of the Country Park and Nature Reserve in accordance with the Country Park and Nature Reserve Specification Delivery and Management Programme 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 and Nature Reserve

#### **Country Park Resource Centre**

- 10.9 Prior to the First Occupation of the 1500<sup>th</sup> Dwelling the Owners shall identify on a Location Plan the location of the Country Park Resource Centre and submit that plan together with the Specification (which shall be in accordance with the relevant details in the Landscape Biodiversity and Drainage Strategy) for the Country Park Resource Centre to EDDC for its approval
- 10.10 Within 18 months of the agreement between the Owners and EDDC to the location and Specification of the Country Park Resource Centre the Owners shall lay out and complete the Country Park Resource Centre in the approved location to the agreed Specification and to Completion Standard
- 10.11 On completion of the Country Park Resource Centre pursuant to paragraphs 10.10 of this Schedule the Owners shall Offer to Transfer the Country Park Resource Centre to EDDC (or to Cranbrook Town Council should EDDC so direct in writing)

10.12 In the event of either of EDDC or Cranbrook Town Council accepting the offer of the Transfer referred to in paragraph 10.11 the Owners shall thereafter Transfer the said property to either of EDDC or Cranbrook Town Council as appropriate

### SCHEDULE 3

#### Schedule 27

##### Allotments

- 27.1 Prior to the First Occupation of 1500 Dwellings the Owners shall submit to and obtain the written approval of East Devon District Council for a Location Plan (showing the location or locations of the Allotments within the Sports Pitch Land) and the Allotments Specification and Delivery Programme
- 27.2 The Owners shall use reasonable endeavours to complete the Allotments by the First Occupation of the 2000<sup>th</sup> Dwelling in accordance with the Allotments Specification and Delivery Programme approved in accordance with paragraph 27.1 above on the Sports Pitch Land and make them available for use as soon as practicable thereafter
- 27.3 The Owners shall seek and obtain EDDC's certification that the Allotments have been completed to EDDC's satisfaction and the Owners shall maintain the Allotments to the standard set out in the approved 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 or any structures which fail become damaged or die
- 27.4 If the Owners do not maintain the Allotments to EDDC's satisfaction as required by clause 27.3 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
- 27.5 On the expiration of the maintenance period referred to in paragraph 27.3 of this Schedule and in the event that Cranbrook Town Council confirms in writing that it wishes to maintain the Allotments (or part of them) the Owners may Transfer the Allotments (or a part of them) to the Town Council provided always that the provisions of paragraphs 27.1 to 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 have 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
- 27.6 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

APPENDIX 1



EDNC Consortium

**Cranbrook**

**INFORMAL KICK-ABOUT SPECIFICATION**

February 2016

**FPCR Environment and Design Ltd**

Registered Office: Lockington Hall, Lockington, Derby DE74 2RH

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Rev	Issue Status	Prepared / Date	Approved/Date
-	Draft 1	KEF / October 2015	TRJ / October 2015
A	Planning	JJT / November 2015	TRJ / November 2015
B	Planning	JUB / December 2015	BC / December 2015
C	Planning	JJT / January 2016	JJT / January 2016
D	Planning	JJT / February 2016	BC / February 2016

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## 1.0 INTRODUCTION

- 1.1 The purpose of this document is to outline the informal kick-about areas in accordance with Schedule 9 & 10 of the Section 106 Agreement for the Cranbrook New Community development, East Devon.
- 1.2 The location of the permanent informal kick-about provision shall be within the land identified in the Section 106 Plan 30 and the Temporary Sports Pitch shall be located as set out in Section 106 Plan 21. The informal kick-about facilities are split into the following two areas:
- Neighbourhood POS informal kick-about area (Appendix A)
  - One temporary kick-about area within the Phase II Country Park (a location plan is provided in Appendix B)
- 1.3 The following specification outlines the programming of the areas, specification and maintenance. This document serves as the Temporary Sports Pitch Specification Delivery and Management Programme required under paragraph 9.2, and one of the Sports Pitch Specification Delivery and Management Programmes required under paragraph 9.3 of Schedule 9 of the varied Section 106 Agreement.

### Programming

The informal kick-about area within the Neighbourhood POS shall be completed and made available for use no later than the First Occupation of 500 Dwellings. The temporary kick-about area located within Phase II of the Country Park will be completed and made available no later than the First Occupation of the 1500th Dwelling and will remain in use until the first Sports Pitch is brought into use, following which the temporary kick-about shall be laid out as part of the Country Park (unless otherwise agreed between EDDC and the Owners).

**2.0 DESIGN**

The design details are outlined below in summary form providing the general standards required for the kick-about areas.

**Neighbourhood POS Informal Kick-About Area**

- 2.1 A grassed informal kick-about area will be located within the Neighbourhood Centre public open space, with the design and extent as indicated on drawing 4671-L-10 rev K shown in Appendix A.

**Temporary Informal Kick-About Area within the Phase II Country Park**

- 2.2 A temporary grassed informal kick-about area will be located within the Phase II Country Park, with the design and extent as indicated on drawing 4671-L-42 rev D shown in Appendix B.

### 3.0 SITE PREPARATION

#### Informal Kick-About Areas (Neighbourhood Centre POS and Phase II Country Park)

- 3.1 These areas will be prepared as part of the overall site development. Where informal kick-about areas are to be created on established grassland areas, existing sward is to be cut to a height of 50-60 mm. When grass is 50-60 mm high remove debris, litter and all stones and earth clods larger than 25 mm in any dimension, and when grass is reasonably dry, cut to approximately 25-40 mm high, using cylinder mower. Grassland will be rolled in late summer, once seed heads have ripened and the majority of seed has been dispersed.

- 3.2 Areas of disturbed ground will be established as follows:

##### Preparation

- 3.3 Where informal kick about areas are to be created on bare ground the ground should first be ploughed or rotovated and raked or harrowed to produce a medium fine, firm tilth. Seed will be sown in the autumn or spring, selecting a time when the soil is moist and can be worked. A Cambridge (ribbed) roll is recommended to be used for one or two passes to firm and level the surface and create good seed soil contact.

- 3.4 The seed mix below includes many perennial species that can be slow to germinate and grow. Ground cover will therefore likely take longer to develop than conventional lawn sowings and may take 12-18 months to knit together as turf. Newly seeded areas will therefore be protected to prevent seedling destruction by pedestrians.

- 3.5 There will likely be a flush of annual weeds from the soil during the first growing season. This will be controlled by topping or mowing.

##### Seeding

- 3.6 For the informal kick about areas only, spread topsoil dressing evenly and fill all divots / ruts to uneven surfaces and compact to create a reasonably level surface. Topsoil to be a minimum of 175mm thick for pitches and spread by contractor. Roll and seed area. Use Emorsgate EL1 or similar approved for the pitch areas :

- 3.7 Sow at a rate of application: 35g/m<sup>2</sup> or as per manufacturer's instructions.

- 3.8 Purchase fresh seed for each growing season. Do not use seed purchased for previous seasons. Use blue label certified seed varieties complying with EC regulations for purity and germination. When requested, supply to CA samples of mixtures as delivered to site or copy of original certificate of germination, purity and composition carried out by an Official Seed Testing Station.

- 3.9 Sow seed in calm weather between April to October, when conditions are suitable. Spread seed evenly at the specified rate(s) applied in two equal sowings in transverse directions. Lightly harrow or rake. On light soils roll and cross roll after seeding using a lightweight roller.

## 4.0 MAINTENANCE

### Initial Maintenance to Ensure Establishment

#### Informal Kick-About Area

- 4.1 During initial establishment newly sown amenity grassland areas will be mown to a height of 50mm 6-8 weeks after germination and subsequently mown to a height of 25-40mm as required, but not more regularly than once every 4 weeks until such a time as a knitted turf is established. To encourage flowering mowing will be significantly reduced and/or halted entirely during June and July. Established grassland areas will be cut to 25-40mm height.
- 4.2 The mowing frequency will have regard to weather conditions to ensure that there is no excessive cutting during dry periods. The mowing height will be increased to 50mm in dry weather. Similarly in very wet conditions all grass cutting operations will cease until conditions allow for grass cutting to take place without damaging the surface levels, or creating 'divots' from the machinery. All litter, stones or other debris should be collected and removed by the Contractor immediately prior to grass cutting operations.
- Frequency: As required up to a maximum of 8 cuts during the growing season*
- 4.3 All grass edges and mowing margins will be strimmed, maintaining the grass at the same height as the main lawn areas, with the exception of lawn margins adjacent to trees, hedgerows or woodland which should be left longer. Natural looking rounded/flowing edges should be created on the pitch margins, between grass left to grow longer and closer strimmed grass. This should create a softer edge and transition between the kick about area and the surrounding grassland. A linear edge should be avoided, ie the pitch area should not be noticeably square or rectangular. Particular care shall be exercised by the Management Contractor when mowing or strimming around trees and hedges or other structures.
- Frequency: To be determined by Management Contractor as required subject to winter months*
- 4.4 The sward will be kept substantially free of broad-leaved weeds via the application of a suitable selective herbicide in May and/or September, to be applied in strict accordance with the manufacturer's instructions, Control of Pesticide Regulations, COSHH Regulations and product COSHH sheet in suitable weather conditions, using a skilled and certified operative.
- Frequency: Once or twice annually as required in May and/or September*
- 4.5 Amenity grassland will be rolled in late summer, once seed heads have ripened and the majority of seed has been dispersed.
- Frequency: Once annually*
- 4.6 During the first year following seeding, water informal kick about areas during periods of extreme drought (2 or more weeks without substantial rainfall). After establishment continue to water only if deemed to be required. To aid the natural establishment of amenity grassland water only where unavoidable when the grass is going brown and appears to be suffering from drought. Water in the morning or in the evening to restrict water evaporation.
- Frequency: As appropriate*

**Annual Maintenance**

**Informal Kick-About Area**

- 4.7 The mowing frequency will have regard to weather conditions to ensure that there is no excessive cutting during dry periods. The mowing height will be increased to 50mm in dry weather. Similarly in very wet conditions all grass cutting operations will cease until conditions allow for grass cutting to take place without damaging the surface levels, or creating 'divots' from the machinery. All litter, stones or other debris should be collected and removed by the Contractor immediately prior to grass cutting operations.

*Frequency: As required, up to a maximum of 8 cuts during the growing season*

- 4.8 All grass edges and mowing margins will be strimmed, maintaining the grass at the same height as the main lawn areas, with the exception of lawn margins adjacent to trees, hedgerows or woodland which should be left longer. Particular care shall be exercised by the Management Contractor when mowing or strimming around trees and hedges or other structures.

*Frequency: Once in mid spring, followed by once a fortnight as required during summer months*

- 4.9 The sward will be kept substantially free of broad-leaved weeds via the application of a suitable selective herbicide in May and/or September, to be applied in strict accordance with the manufacturer's instructions, Control of Pesticide Regulations, COSHH Regulations and product COSHH sheet in suitable weather conditions, using a skilled and certified operative.

*Frequency: Once or twice annually as required in May and/or September*

- 4.10 Amenity grassland will be rolled in late summer, once seed heads have ripened and the majority of seed has been dispersed. The sward will be scarified and the ground spiked during October in suitable open weather conditions using a suitable scarifying and spiking machine.

*Frequency: Once a year*














**APPENDIX A**

4671-L-10 Neighbourhood Centre Public Open Space

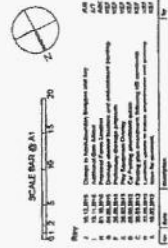
**NOTES**

1. All dimensions are in millimeters unless otherwise stated.
2. The site is to be developed in accordance with the approved site plan and all other relevant documents.
3. The site is to be developed in accordance with the approved site plan and all other relevant documents.
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10. The site is to be developed in accordance with the approved site plan and all other relevant documents.

**KEY**

-  Site Boundary
-  Self-Binding Gravel Path
-  1.2m High Metal Studding Fences and gateways to be completed by others
-  Street Planting
-  Standard Trees
-  Low Mid-Tech / Hard Paving
-  Chalk Mark
-  Traditional Mosaic
-  Chalk Mark
-  Concrete and Steel Heights
-  Existing Landscaping
-  Play Area Design Provided and Proposed by EDC
-  1.2m High Metal Studding Fences and gateways to be completed by others

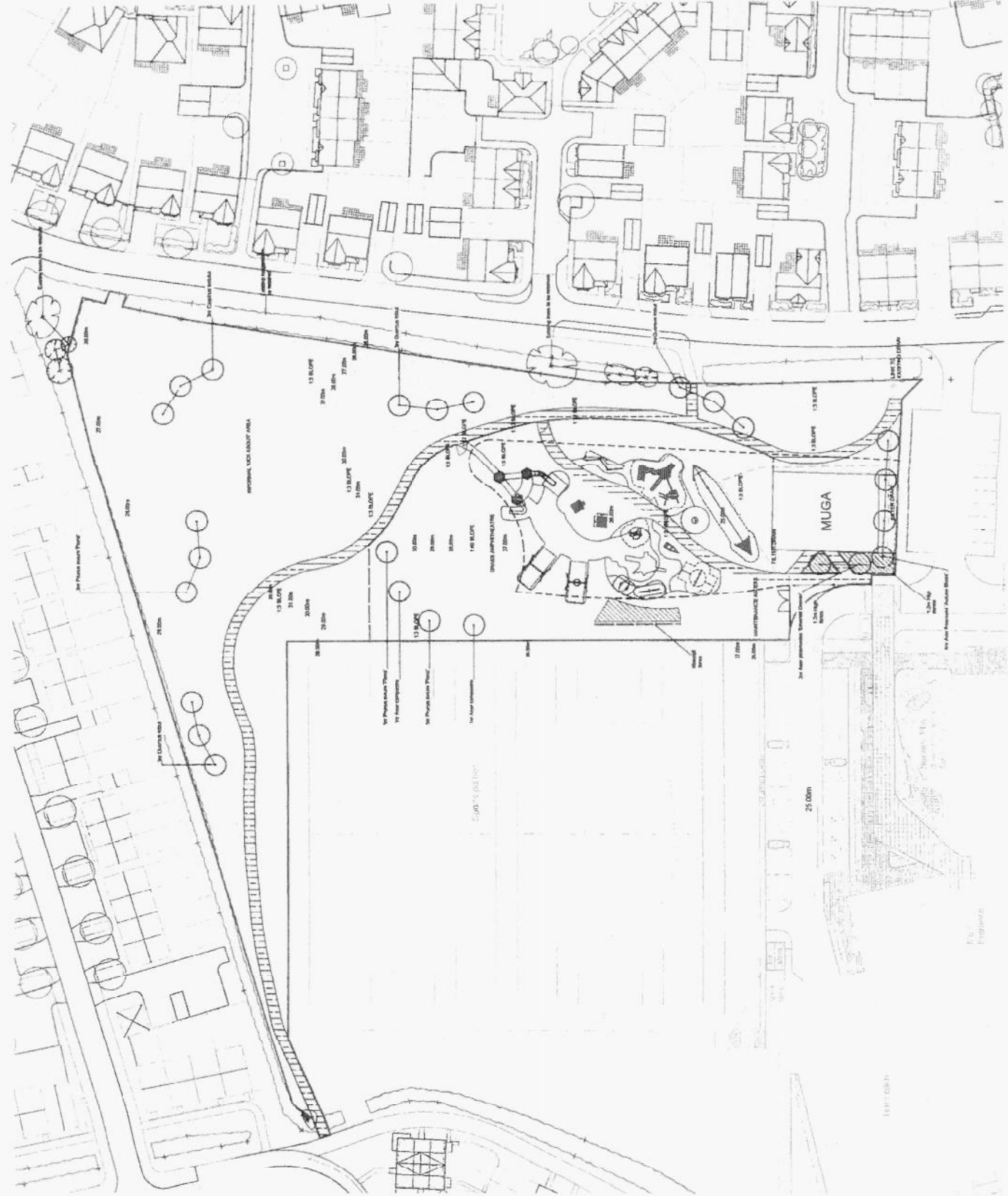
*AS per*



**EDMC Consortium**  
**EDMC**  
**Cranebrook**

**NEIGHBOURHOOD CENTRE  
 PUBLIC OPEN SPACE**

**4671-L-10 K**



P.L. Engineer

**APPENDIX B**

4671-L-42 Temporary Pitch (Plan 21)

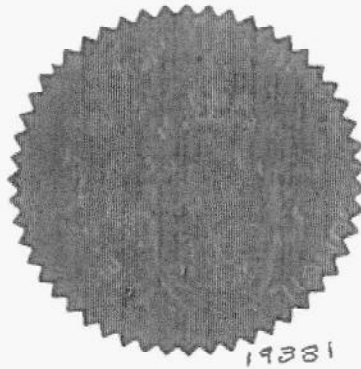






~~The Common Seal of~~  
EAST DEVON DISTRICT COUNCIL was hereunto  
affixed in execution as a deed  
in the presence of:

*[Handwritten signature]*



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

*[Handwritten signature: A J Gendole]*  
A Duty Authorised Officer

~~County Solicitor/Assistant County Solicitor~~



DOCUMENT No. 47255.....

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

in the presence of:

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

Director

Director/Secretary

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

in the presence of: )

EXECUTED as a DEED by )  
affixing the Common Seal of )  
BOVIS HOMES LIMITED )  
in the presence of: )

.....  
.....

EXECUTED as a DEED by )  
SOVEREIGN LIVING LIMITED )  
acting by its attorneys )  
in the presence of: )

EXECUTED as a DEED by )  
WESTCO PROPERTIES LIMITED )  
acting by two directors or a )  
director and the Secretary )

Director

Director/Secretary

EXECUTED as a DEED by )  
DEVON AND CORNWALL HOUSING LIMITED )

acting by two directors or a )  
director and the Secretary )

Director

Director/Secretary