

DATED

11 December

2023

**Devon County Council (1)**

**and**

**Taylor Wimpey Developments Limited (2)**

**and**

**Hallam Land Management Limited (3)**

**and**

**Persimmon Homes Limited (4)**

**TOWN CENTRE PROVISIONS (DCC) 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

11

day of December 2023

**Between:**

- (1) **DEVON COUNTY COUNCIL** of County Hall Topsham Road Exeter EX ("DCC")
- (2) **TAYLOR WIMPEY DEVELOPMENTS LIMITED** whose registered office is at 80 New Bond Street London W1S 1SB ("Taylor Wimpey")
- (3) **HALLAM LAND MANAGEMENT LIMITED** whose registered office is at Banner Cross Hall Sheffield S11 9PD ("Hallam")
- (4) **PERSIMMON HOMES LIMITED** whose registered office is at Persimmon House Fulford York YO1 4RE ("Persimmon")

all parties to this Deed together being the "**Parties**"

**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) DCC is the:

- County Planning Authority for the purposes of the Act
- County Highway Authority
- Education Authority
- Waste Disposal Authority, and
- Children and Youth Services Authority

for the county within which the Land is situated

(B) This Deed is to vary the Principal Agreement (as herein defined) in respect of the Land

- (C) 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 and all other enabling provisions and powers
- (D) The New Community Partners ("NCP") now comprise of Taylor Wimpey Hallam and Persimmon following Redrow Homes Limited having no further interest in the Land
- (E) The NCP have acquired a freehold of all the Land subject to this Deed of Variation
- (F) NCP have agreed with DCC that certain provisions in the Principal Agreement shall be varied in accordance with the provisions of this Deed in respect of:
- Deletion of the
    - Monitoring Contribution
    - Public Transport Interchange Contribution
    - Bus Detection Contribution
    - Mitigation Contribution
  - Amendment of the Children's Centre Contribution
  - Commuting the provision of the Youth Facilities and Library Facilities to payment of contributions
  - Transfer of the Town Centre Facilities Land - Payment of the
    - Town Centre Facilities Contribution
    - Additional Planning Permission contribution
    - Additional Town Centre Facilities contribution
- (G) 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 DCC as local planning authority

## 2 INTERPRETATION

In this Deed of Variation the following definitions shall apply:

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

- (a) A deed of variation dated 26 November 2013 made between East Devon District Council (1) Devon County Council (2) Taylor Wimpey Developments Limited (3) Hallam Land Management Limited (4) Persimmon Homes (South West) Limited (5) Bovis Homes Limited (6) Sovereign Living Limited (7) and Westco Properties Limited (8)
- (b) A deed of variation dated 26 November 2013 made between East Devon District Council (1) Devon County Council (2) Taylor Wimpey Developments Limited (3) Hallam Land Management Limited (4) Persimmon Homes Limited (5) Bovis Homes Limited (6) Sovereign Living Limited (7) and Westco Properties Limited (8)
- (c) A deed of variation dated 24 November 2014 made between East Devon District Council (1) Devon County Council (2) Taylor Wimpey Developments Limited (3) Hallam Land Management Limited (4) Persimmon Homes Limited (5) Bovis Homes Limited (6) Sovereign Living Limited (7) Westco Properties Limited (8) and Devon and Cornwall Housing Limited (9)
- (d) A deed of variation dated 13 May 2016 made between East Devon District Council (1) Devon County Council (2) Taylor Wimpey Developments Limited (3) Hallam Land Management Limited (4) Persimmon Homes Limited (5) Bovis Homes Limited (6) Sovereign Living Limited (7) Westco Properties Limited (8) and Devon and Cornwall Housing Limited (9)
- (e) A deed of variation dated 8 December 2016 made between Devon County Council (1) Taylor Wimpey Developments Limited (2) Hallam Land Management Limited (3) Persimmon Homes Limited (4)
- (f) A deed of variation dated 18 May 2018 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)

- (g) A deed of variation dated 16 November 2018 made between East Devon District Council (1) Taylor Wimpey Developments Limited (2) Hallam Land Management Limited (3) Persimmon Homes Limited (4)
- (h) A deed of variation dated 17 October 2019 made between East Devon District Council (1) Taylor Wimpey Developments Limited (2) Hallam Land Management Limited (3) Persimmon Homes Limited (4)
- (i) A deed of variation dated 25<sup>th</sup> June 2021 made between East Devon District Council (1) Taylor Wimpey Developments Limited (2) Hallam Land Management Limited (3) Persimmon Homes Limited (4) Cranbrook Town Council (5)
- (j) A deed of variation dated 11<sup>th</sup> May 2022 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) Cranbrook Town Council (6) HDD Cranbrook Limited

2.2 The interpretation and expressions defined in the Principal Agreement shall unless the context otherwise requires have the same meaning when used in this Deed

2.3 The Definitions and clauses of the Principal Agreement shall be incorporated into this Deed as if the same was set out herein in full

2.4 References to clauses paragraphs schedules and appendices are references to the Principal Deed unless the contrary intention is shown

### 3 ENFORCEMENT

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

### 4 VARIATION PROVISIONS

4.1 From the date of this Deed of Variation the terms of the Principal Agreement shall be amended as follows:

4.2 The following definitions shall be amended as follows:

<b>“Children’s Centre Facilities”</b>	means space within a building to be used for the provision of children’s services together with associated outdoor space parking and
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	servicing all to be provided by DCC as part of the Town Centre Facilities
<b>“Index”</b>	<p>means the Retail Price Index All Items (excluding mortgage interest payments) published by the Office for National Statistics other than as follows:</p> <p>(a) where specific alternative provision is made within this Agreement in relation to a payment or contribution or</p> <p>(b) in the case of the Bus Service Contribution the Footpath Creation Contribution the Junction 29 and 30 Contribution the Off-site Minor Road Improvement Contribution and the Ramp Metering Contribution the Index shall be the road construction tender price index or</p> <p>(c) in the case of the Children’s Centre Contribution the Town Centre Facilities Contribution the Railway Station Contribution the Recycling Contribution the Education Payment the Index shall be the BCIS All In Tender Price Index and</p> <p>in the event of any such Index no longer being maintained the nearest equivalent index</p>
<b>“Library Facilities”</b>	means space within a building to be used for the provision of a Library together with parking and servicing areas all to be provided by DCC as part of the Town Centre Facilities
<b>“Premises”</b>	<p>means each of the following:</p> <p>(a) Health and Wellbeing Land</p> <p>(b) Country Park and Nature Reserve</p>

	<ul style="list-style-type: none"> <li>(c) Youth Facilities</li> <li>(d) Library Facilities</li> <li>(e) Town Centre Facilities Land</li> <li>(f) Town Council Facilities</li> <li>(g) Church Worker Residential Accommodation</li> <li>(h) Multi-Purpose Building</li> <li>(i) First Primary School Site and First Primary School</li> <li>(j) Place of Worship Land</li> <li>(k) Police Station Land</li> <li>(l) Railway Station Land</li> <li>(m) Education Campus</li> <li>(n) Public Convenience Building (if not located in a commercially provided building)</li> <li>(o) Ambulance Land</li> <li>(p) Children's Centre Facilities and Children's Centre Land</li> <li>(q) Extra Care Land</li> </ul>
<p><b>Youth Facilities"</b></p>	<p>means space within a building to be used for youth services together with outdoor recreation space parking and servicing areas all to be provided by DCC as part of the Town Centre Facilities</p>

4.3 The following definitions shall be added to the Principal Agreement

<p><b>"Additional Planning Permission"</b></p>	<p>Means a planning permission or permissions granted after 2023 which</p>
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	results in planning permission for more than 3,687 Dwellings on the Land
<b>“Additional Planning Permission Contribution”</b>	Means the figure calculated by subtracting the aggregate of the amount of the Town Centre Facilities Contribution and the Additional Town Centre Facilities Contribution (in both cases as Index Linked and actually paid to DCC) from the figure of £3,000,000 (Three Million Pounds)
<b>“Additional Town Centre Facilities Contribution”</b>	Means the sum of £1,548,232 (One Million Five Hundred and Forty Eight Thousand Two Hundred and Thirty Two Pounds) to be paid by the Owners to DCC as a further contribution towards the Town Centre Facilities
<b>“Plan 32”</b>	Means the plan annexed hereto showing the Town Centre Facilities Land and marked as “Plan 32”
<b>“Town Centre Facilities”</b>	Means a building or space within a building to be constructed in the Town Centre by DCC and which may accommodate flexible space for the delivery of County Council services including : <ul style="list-style-type: none"> <li>- Children's</li> <li>- Library</li> <li>- Youth</li> <li>- Other social and community uses as required</li> </ul>
<b>“Town Centre Facilities Contribution”</b>	means the sum of £742,000 Index Linked from the 2023 to be paid to DCC as a contribution towards the costs of design procurement construction and fit out of the Town Centre Facilities

<b>“Town Centre Facilities Land”</b>	means a total of 0.4 hectares of Serviced Land for the provision of Children’s Centre Facilities, the Library Facilities and the Youth Facilities or other social and community uses as shown on Plan 32
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4.4 The following definitions shall be deleted from the Principal Agreement

<b>“Bus Detection Contribution”</b>	means the sum of £62,000 (Sixty-two Thousand Pounds) Index Linked as a contribution towards the provision of facilities on buses serving the Development to enable them to link with real time information to be provided at bus stops
<b>“Children’s Centre Contribution”</b>	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
<b>“Mitigation Contribution”</b>	means the sum of up to £150,000 (One Hundred and Fifty Thousand Pounds) Index Linked which shall be payable to DCC in the event that one or more Trip Rate Notice(s) are served
<b>“Monitoring Contribution”</b>	means the sum of £58,000 (Fifty-eight Thousand Pounds) Index Linked for the provision of the Monitoring Equipment and data collection for vehicle Trip Rates to and from the Development

<p><b>“Public Transport Interchange Contribution”</b></p>	<p>means the sum of £40,000 (Forty Thousand Pounds) Index Linked towards the cost of any of the following:</p> <ul style="list-style-type: none"> <li>▪ improving the bus stop facilities at Honiton Road Park and Ride</li> <li>▪ 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</li> <li>▪ Works to or the maintenance of the Railway Station</li> </ul>
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4.5 The terms of Schedules 3 and 5 shall be amended by the deletion of the following provisions and their replacement as set out below;

**Schedule 3**

4.5.1 Paragraphs 3.5 to 3.14 shall be deleted and replaced with “3.5 – 3.14 Not Used”

**Schedule 5**

4.5.2 Paragraphs 5.12 and 5.13 shall be delete and replaced with “5.12 – 5.13 Not Used”

4.5.3 Paragraph 5.14 shall be Amended to read as follows:

“5.14 **Bus Stops**

As part of any relevant reserved matters application for approval of all or part of the Main Local Route the Owners shall include details of the bus shelters to serve the Main Local Route and the Owners shall provide such bus shelters on the Land in accordance with the details so approved before the date that the Main Local Route is open for use by buses “

**Schedule 17**

4.6 Schedule 17 shall be amended by the deletion of Paragraphs 17.3 to 17.5:

**Schedule 19**

4.7 Schedule 19 shall be amended by the deletion of Paragraphs 19.3 to 19.5:

**Schedule 30**

4.8 Schedule 30 shall be renamed “Temporary Children’s Centre and Town Centre Facilities” and consequential amendments made to the Table of Contents

- 4.9 The heading “Children’s Centre Contribution and Facilities” that appears after Paragraph 30.3 shall be replaced with “Town Centre Facilities and Contributions”
- 4.10 Paragraph 30.4 shall be deleted and replaced with the following provision
- 30.4 Within 14 days of the 2023 the Owners shall Offer to Transfer the Town Centre Facilities Land to DCC (or if jointly directed in writing by EDDC and DCC to EDDC or such other organisation) unless such transfer has already taken place by the above date
- 4.11 Paragraph 30.5 and 30.6 of Schedule 30 shall be deleted and replaced by the following provision:
- 30.5 The Town Centre Facilities Contribution shall be paid by the Owners to DCC within 14 days of 2023
- 30.6 The Owners shall pay to DCC the Additional Town Centre Facilities Contribution upon the earlier of:
- 30.6.1 The date 14 days after the Commencement of the development comprised in an Additional Planning Permission (or in the event of more than one Additional Planning Permission being granted then the Commencement of the development in the first Additional Planning Permission’ and
- 30.6.2 prior to the First Occupation of the 3450<sup>th</sup> Dwelling
- 30.7 The Owners shall:
- 30.7.1 pay to DCC the Additional Planning Permission Contribution upon the Commencement of the development of the (first) Additional Planning Permission
- 30.7.2 the Additional Planning Permission Contribution shall be used by DCC towards the design procurement construction and or fit out of the Town Centre Facilities
- 30.7.3 for the avoidance of doubt the aggregate amount of the Town Centre Facilities Contribution, the Additional Town Centre Facilities Contribution and the Additional Planning Permission Contribution shall not exceed £3,000,000 (Three Million Pounds)
- 30.8 DCC covenants with the Owners that it shall not seek any further financial contributions towards the design procurement construction and or fit out of the Town Centre Facilities in relation to any Additional Planning Permission
- 4.12 The terms of Appendix 3 (Bonded Items) shall be amended by the deletion of the following provisions and their replacement as set out below

**Delete**

- “The Public Transport Interchange Contribution
- “The Bus Service Contribution” [one instance only]
- “Mitigation Contribution”
- “Monitoring Contribution”
- “Bus Detection Contribution”

Replace with

- “Town Centre Facilities Contribution”
- “Additional Town Centre Facilities Contribution”
- “Additional Planning Permission Contribution”

**5 FEES**

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

**6 COUNTERPARTS**

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

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

**The Common Seal of** )  
**DEVON COUNTY COUNCIL** was hereunto )  
affixed in execution as a deed )  
in the presence of:



**DOCUMENT No.** 520004

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

.....  
Signature of First Attorney

Print name of First Attorney .....

.....  
Signature of Second Attorney

Print name of Second Attorney .....

in the presence of:

.....  
Witness signature

Witness Name:

Witness Address:

**SIGNED** as a **DEED** by ..... )  
**as Attorney for HALLAM LAND MANAGEMENT** )  
**LIMITED** under a Power of Attorney dated 31 August )  
2023 in the presence of the following witness to the )  
above signature )

.....  
Attorney Signature

Witness signature.....

Witness Name:.....

Address:.....

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

.....  
[Name of First Attorney]

.....  
[Name of Second Attorney]

in the presence of:

Witness signature

Name:.....

Address:.....

**APPENDIX 1**

**"Plan 32" THE TOWN CENTRE FACILITIES LAND**





**Construction Design and Management (CDM)**  
**Key Residual Risks**  
 Contractors entering the site should gain permission from the relevant land owners and/or principle contractor working on site at the time of entry. Contractors shall be responsible for carrying out their own risk assessments and for liaising with the relevant services companies and authorities. Listed below are Site Specific key risks associated with the project.

- 1) Overhead and underground services
- 2) Street Lighting Cables
- 3) Working adjacent to water courses and flood plain
- 4) Soft ground conditions
- 5) Working adjacent to live highways and railway line
- 6) Unchartered services
- 7) Existing buildings with potential asbestos hazards

- NOTES:**
1. Do not scale from this drawing.
  2. All dimensions are in metres unless otherwise stated.
  3. Brookbanks Consulting Ltd has prepared this drawing for the sole use of the client. The drawing may not be relied upon by any other party without the express agreement of the client and Brookbanks Consulting Ltd. Where any data supplied by the client or from other sources has been used, it has been assumed that the information is correct. No responsibility can be accepted by Brookbanks Consulting Ltd for inaccuracies in the data supplied by any other party. The drawing has been produced based on the assumption that all relevant information has been supplied by those bodies from whom it was requested.
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A Boundary revised to suit Skatepark entrance change BM TM JB 05.06.23  
 First Issue MSM MSM PAB 13.05.22



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**EDNC Consortium**

**East Devon New Community  
 Town Centre**

**Plan 32**

Status	Status Date
Draft	June 2023
Drawn	Checked
MSM	PAB
Scale	Number
1:1250	10301-LR-TC4b
0	25 50 75 100 125
METRES	