

DATED

25 June

2021

East Devon District Council (1)

and

Taylor Wimpey Developments Limited (2)

and

Hallam Land Management Limited (3)

and

Persimmon Homes Limited (4)

and

Cranbrook Town Council (5)

OPEN SPACE & COMMUNITY SPORTS PAVILION 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 25th day of June 2021

Between:

- (1) **EAST DEVON DISTRICT COUNCIL** of Blackdown House, Border Road, Heathpark Industrial Estate, Honiton, EX14 1EJ ("EDDC")
- (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")
- (5) **CRANBROOK TOWN COUNCIL** of the Younghayes Centre 169 Younghayes Road Cranbrook Devon EX5 7DR ("CTC")

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) 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
- (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 that part of the Land subject to this Deed of Variation with the exception of the land forming phase 2 of the County Park which is within the Freehold ownership of CTC under titles DN351615, DN548989, DN613683, DN613694 and DN557675.
- (F) CTC is the town council for Cranbrook and has agreed with EDDC and NCP to take a transfer

and to manage the Open Space

(G) NCP have agreed with EDDC that certain provisions in the Principal Agreement shall be varied in accordance with the provisions of this Deed in respect of:

- Community Development Worker
- Open Space and Play Areas
- Country Park and Nature Reserve and Country Park Officer
- Country Park Resource Centre, Changing Rooms and Community Sports Pavilion
- SUDS Contribution

all of which are covered in the Schedules to the Principal Agreement

(H) As at the date of this Deed it is confirmed that NCP have complied with the requirements of Paragraph 8.10 of the Principal Agreement (as amended by this Deed) such that the following Play Areas have been provided at the costs outlined below or are to be provided at the anticipated costs below :

	Trigger	Delivered Dated	Original Value	Plan 27 Reference
1st NEAP	500	Achieved	£150,000	1
2nd NEAP Excluding MUGA	2000	In progress	£48,000	6
Trim Trail	2000	In progress	£30,000	10
MUGA	2000	In progress	£102,000	8
1st LEAP	500	Achieved	£35,000	1
2nd LEAP	100 th Unit in 587 Dwelling Phase	Achieved	£35,000	2
3rd LEAP	1200	Achieved	£35,000	3
4th LEAP	1850	In progress	£35,000	4
5th LEAP	2200	(Summer 2021)	£35,000	5
6th LEAP	2750	March 2022	£35,000	7
7 th LEAP	3250	November 2022	£35,000	9
Skatepark	2250	(Summer 2021)	£200,000	S
Youth Play Areas Contribution	Secondary School Opening	Paid March 2016	£103,199	NA

- (l) 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 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)

- 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 EDDC 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 Agreement the terms of the Principal Agreement shall be amended as follows:
- 4.2 The following definitions shall be amended as follows:

“Community Development Worker(s)”	means a person or persons to work directly with the occupants of the Development and with partner agencies to develop and improve the quality of life and vibrancy of communities
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“Country Park Officer Contribution”	means the total sum of £175,000 (One Hundred and Seventy Five Thousand Pounds) Index Linked to be paid in five annual instalments of £35,000 (Thirty Five Thousand Pounds) Index Linked in accordance with this Agreement by the Owners to EDDC or CTC towards the cost of EDDC or CTC employing a Country Park Officer for up to a ten year period
“Phase 4 Land”	Means that part of the Land shown edged red on Plan 31 and which comprises Phase 4 of the Development together with the land that was released from being provided as part of the Education Campus the Town Centre Land and also the Ingram Land which shall in total be developed for a maximum number of One Thousand One Hundred and Thirty Seven (1137) Dwellings and within which a reduced Affordable Housing requirement shall apply
“Ingram Sports Pitches”	means that part of the Ingram Land which shall comprise part of the Sports Pitches and which shall include land for the Community Sports Pavilion the indicative location of which is shown on the Landscape Proposal Plan (reference 4671-SP-07 Rev BD) approved as part of the Reserved Matters Application or such replacement plan as may be approved by EDDC as local planning authority
“Play Areas Contribution”	Means the relevant costs figure shown against each Play Area (and Trim Trail) in paragraph 8.11 of Schedule 8
“Plan 27”	Means drawing number WCN048 – 352 – Rev N showing the location of the Play Areas their order of delivery and marked Plan 27
“Premises”	means each of the following: <ul style="list-style-type: none"> (a) Health and Wellbeing Land (b) Country Park and Nature Reserve (c) Youth Facilities

	<p>(d) Library Facilities</p> <p>(e) Town Council Facilities</p> <p>(f) Church Worker Residential Accommodation</p> <p>(g) Multi-Purpose Building</p> <p>(h) First Primary School Site and First Primary School</p> <p>(i) Place of Worship Land</p> <p>(j) Police Station Land</p> <p>(k) Railway Station Land</p> <p>(l) Education Campus</p> <p>(m) Public Convenience Building (if not located in a commercially provided building)</p> <p>(n) Ambulance Land</p> <p>(o) Children’s Centre Facilities and Children’s Centre Land</p> <p>(p) Extra Care Land</p>
“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 the land for the Community Sports Pavilion drainage maintenance and car parking provision which for the avoidance of doubt shall include provision of an all weather pitch
“Sports Pitches”	means two senior grass football pitches and one cricket square designed to the standards prepared by the Sports Turf Research Institute and agreed by EDDC together with both Services and access to the boundary of the part of the Land for the Community Sports Pavilion including appropriate drainage all within the Sports Pitch Land
“SUDS Contribution “	Means the sum of £26,000 (Twenty Six Thousand Pounds) Index Linked per Phase to a maximum of £78,000 (Seventy Eight

	Thousand Pounds) Index Linked to be paid by the Owners to CTC as a contribution towards the future cost of the maintenance of the SUDS under the terms set out in Schedule 12
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4.3 The following definitions shall be added to the Principal Agreement

“Community Sports Pavilion “	Means the building containing the enhanced changing rooms and youth facilities with appropriate car parking to be provided in the general location marked as “C” on Plan 27 with the exact location to be determined through the relevant Reserved Matter Application and the Sports Pitch Specification Delivery Management Programme
“Community Sport Pavilion Contribution”	Means the sum of £600,000 (not Index Linked) which is to be paid by the Owners to CTC to be used towards the provision of the Community Sports Pavilion or (with the agreement of the Owners and EDDC) additional or enhanced leisure or other facilities of a similar nature on the Land
“CTC”	Means Cranbrook Town Council or any successor to its function
“Leisure Facilities Contribution”	Means the sum of £150,000 (not Index Linked) which is to be paid by the Owners to CTC towards the provision of changing facilities on the Land
“Plan 30”	Means drawing number 10301-DR-20-Rev A showing the SUDS and marked Plan 30
“SUDS “	Means the parts of the Land developed and set out as Sustainable Urban Drainage features and shown on Plan 30 as “Basins” being coloured coded as to which Phase each Basin relates to.

4.4 The following definitions shall be deleted from the Principal Agreement

“Country Park Resource Centre”	means an area of Serviced Land comprising 0.11 hectares with a Building of 118.5 square metres gross used as a Country Park Resource Centre to a specification agreed with EDDC
“Changing Rooms”	Means the changing rooms to be provided in accordance with the specification set out in Appendix 27 or as such specification is amended by agreement between EDDC and the Owners

- 4.5 In Clause 8.3 after the word ‘balance’ and before the word ‘EDDC’ there shall be inserted ‘held by EDDC and which has not been transferred to another body for the purpose of delivering the relevant obligations then’
- 4.6 In Clause 14.3 the words ‘Knowle, Sidmouth, Devon, EX10 8HL’ shall be replaced with ‘Blackdown House, Border Road, Heathpark Industrial Estate, Honiton, EX14 1EJ’
- 4.7 Plan 27 as attached to Principal Agreement shall be removed and replaced with the document labelled as such and attached as part of Appendix 1 to this Deed
- 4.8 Plans 30 in the form labelled as such and attached as part of Appendix 1 to this Deed shall be attached to the Principal Agreement
- 4.9 The terms of Schedule 12 shall be amended by the deletion of the existing provisions and their replacement with the provisions as set out below

“Schedule 12

Drainage

- 12.1. CTC agrees and covenants to accept a transfer of the SUDS and thereafter to maintain the SUDS Provided That the Owners shall have first paid to CTC the SUDS Contribution in relation to the part of the SUDS transferred within a Phase and that the SUDS have been completed to the reasonable written satisfaction of CTC and EDDC save in the event that CTC do not provide their written satisfaction EDDC’s decision shall be determinative.
- 12.2 The Owners shall pay the SUDS Contribution in full within 14 days of the 2021
- 12.3 For the avoidance of Doubt the Owners shall maintain the SUDS until such time as the SUDS (or the relevant part of the SUDS) together with the SUDS Contribution is transferred to CTC

- 12.4 It is agreed that any transfer pursuant to paragraph 12.1 above shall contain such rights as are necessary to enable CTC to access, inspect and carry out their maintenance responsibilities
- 12.5 CTC covenants with EDDC and the Owners to only use the SUDS Contribution for the sole purpose of maintaining the SUDS and for no other purpose”
- 4.10 The terms of Schedule 10 shall be amended by the deletion of paragraph 10.3 and its replacement with the provisions set out below

“Country Park

10.3 The Owners hereby agree and covenant with EDDC and CTC that

10.3.1 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 until the ~~9th~~ *July* 2021

10.3.2 Within 14 days of the ~~25th June~~ *25th June* 2021 the Owners shall pay any remaining instalments of the Country Park Officer Contribution in accordance with clause 5.2 of the deed of variation to the Principal Agreement entered into on the ~~25th June~~ *25th June* 2021 to the CTC upon the same terms as set out above save that (notwithstanding any other terms of this Agreement) CTC agree to repay any part of the Country Park Officer Contribution to the Owners that remains unexpended 10 years after it first being paid to EDDC (and transferred to CTC in accordance with paragraph 10.3.3 below) or CTC as appropriate

10.3.3 EDDC agrees with CTC and the Owners to pay to CTC the sums set out in clause 5.1.2 of the deed of variation to the Principal Agreement entered into on the ~~25th June~~ *25th June* 2021 being the unspent portion of the Country Park Officer Contribution paid as of ~~12 March~~ *12 March* 2019 and held by EDDC within 14 days of that date

- 4.11 The terms of Schedule 10 shall be amended by the deletion of paragraph 10.9 to 10.12
- 4.12 Schedule 9 Sports Pitches shall be amended by the addition of the following provisions;

“Community Sport Pavilion Contribution and Leisure Facilities Contribution

9.15 Within 3 months of the ~~25th June~~ *25th June* 2021 the Owners shall pay the Community Sport Pavilion Contribution and the Leisure Facilities Contribution to CTC and for the avoidance of doubt following payment of the Community Sport Pavilion Contribution and the Leisure Facilities Contributions the Owners shall be released from any obligation to design layout and or construct the Community Sport Pavilion Provided Always access is permitted to the Ingram Sports Pitches to enable CTC and or EDDC (or their servants or agents) to survey lay out and construct the Community Sports Pavilion

9.16 CTC shall use the Community Sport Pavilion Contribution and the Leisure Facilities Contribution as a contribution towards the cost of providing the Community Sports Pavilion and or changing facilities and/or such other facilities on the Land of a similar nature as may be agreed between the Owners CTC and EDDC

9.17 Provided That so long as the Owners have paid the Leisure Facilities Contributions as required by this Agreement the Ingram Sports Pitches may be transferred to EDDC or CTC (as appropriate) notwithstanding the Community Sports Pavilion has not been constructed or is in the course of being constructed (including any snagging or defect rectification) and notwithstanding any damage caused to the Ingram Sports Pitches as a result of the construction of the Community Sports Pavilion

9.18 It is hereby agreed between the Parties that the owner for the time being of the Ingram Sports Pitches shall permit the construction of the Community Sports Pavilion by another party to this Agreement (subject to the completion of a construction licence on reasonable terms if deemed necessary by the owner for the time being of the Ingram Sports Pitches)"

4.13 In Appendix 3 (Bonded Items) of the Principal Deed in the EDDC Secured List reference to Country Park Resource Centre shall be deleted

4.14 Appendix 27 of the Principal Deed shall be deleted

4.15 The terms of Schedule 8 Play Areas shall be amended by the deletion of paragraphs 8.8 to 8.15 and their replacement with the provisions as set out below

"8.8 The Open Space Specification shall not be amended other than by agreement between the Owners and EDDC or if the area of Open Space in question has been transferred to CTC then by CTC with EDDC

Play Areas

8.9 The Play Areas shall be provided in accordance with the locations shown on Plan 27 which shows the 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.

8.10 Each area of land required for the Play Areas (and Trim Trail) shall be grassed or otherwise prepared and Serviced by the Owners in accordance with the order shown on Plan 27 (unless otherwise agreed between the Owners and EDDC) and the following programme:

8.10.1 the 1st NEAP (identified as 1 on Plan 27) prior to First Occupation of 500 Dwellings

8.10.2 the 2nd NEAP (identified as 6 on Plan 27) prior to the First Occupation of 2000 Dwellings or within 1 month of the *25th June* 2021 whichever shall be the later and the 2nd MUGA (provisionally identified 8 on Plan 27 and not included within the 2nd NEAP) within 3 months of the *25th June* 2021 whichever shall be the later

8.10.3 the 1st LEAP (identified as 1 on Plan 27) prior to First Occupation of 500 Dwellings

8.10.4 the 2nd LEAP (identified as 2 on Plan 27) prior to First Occupation of the 100th Dwelling to be First Occupied within the 587 Dwelling Phase

8.10.5 the 3rd LEAP (identified as 3 on Plan 27) prior to First Occupation of 1200 Dwellings

8.10.6 the 4th LEAP (identified as 4 on Plan 27) prior to First Occupation of 1850 Dwellings or within 1 month of the *25th June* 2021 whichever shall be the later

8.10.7 the 5th LEAP (identified as 5 on Plan 27) prior to the earlier of the First Occupation of 2100 Dwellings or within 3 months of the *25th June* 2021 whichever shall be the later

8.10.8 the 6th LEAP (identified as 7 on Plan 27) prior to First Occupation of 2750 Dwellings

8.10.9 the 7th LEAP (identified as 9 on Plan 27) prior to the First Occupation of 3250 Dwellings

8.10.10 (provisionally identified as S on Plan 27) the Skateboard Park prior to the First Occupation of 2250 Dwellings

8.10.11 (provisionally identified as 10 on Plan 27) the Trim Trail prior to the First Occupation of 2000 Dwellings or within 3 months of the *25th June* 2021 whichever shall be the later

8.11 The cost associated with each Play Area (and the Trim Trail) shall be as set out below (Index Linked to BCIS from the date of this Agreement, being 29 October 2010, unless the contrary intention appears) whether such Play Area (or Trim Trail) is constructed by the Owners or the funds are provided as a contribution to EDDC or from the *25th June* 2021 to CTC as appropriate

8.11.1 the 1st NEAP (including MUGA) (identified as 1 on Plan 27) £150,000 with an additional £48,000 Index Linked (from the date of the Second Planning Permission)

8.11.2 the 2nd NEAP (identified as 6 on Plan 27) and the 2nd MUGA (provisionally identified 8 on Plan 27 and not included within the 2nd NEAP) a combined sum of no more than £150,000

8.11.3 the 1st LEAP (identified as 1 on Plan 27) £35,000

8.11.4 the 2nd LEAP (identified as 2 on Plan 27) £35,000

8.11.5 the 3rd LEAP (identified as 3 on Plan 27) £35,000

8.11.6 the 4th LEAP (identified as 4 on Plan 27) £35,000

8.11.7 the 5th LEAP (identified as 5 on Plan 27) £35,000

8.11.8 the 6th LEAP (identified as 7 on Plan 27) £35,000

8.11.9 the 7th LEAP (identified as 9 on Plan 27) £35,000

8.11.10 the Skateboard Park £200,000

8.11.11 The Trim Trail £30,000 (in the location marked 10 on Plan 27) Index Linked (from the date of the Second Planning Permission)

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

8.12 Each Play Area shall be designed in partnership between the Owners and CTC with community involvement and in accordance with the programme in Paragraph 8.10 above to a cost not exceeding the relevant Play Areas cost (detailed in paragraph 8.11 above) and the site for the Play Area(s) has/have been completed to an acceptable standard following which the Play Area (and Trim Trail) shall be transferred to CTC who shall accept the transfer.

8.13 The transfer referred to in paragraph 8.12 above shall be on terms to be agreed but shall include such rights as are necessary to enable CTC to access, inspect and carry out their maintenance responsibilities and FOR THE AVOIDANCE OF DOUBT CTC shall only be obligated to accept any transfer provided the site for the Play Areas have been completed to an acceptable standard.

8.14 Upon completion of the Play Area (and Trim Trail) the Owners or CTC (as appropriate) shall 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 or CTC (as appropriate) for the maintenance of the Play Areas (and Trim Trail).

5 Transfer of funds to CTC

5.1 Within 14 days of the completion of this Deed of Variation EDDC shall transfer to CTC;

5.1.1 The sum of Thirty Eight Thousand Eight Hundred and Eighty Two Pounds and Seventeen Pence (£38,882.17) ("the Residual CDW Contribution") as the unspent portion of the Community Development Worker Contribution paid by the Owner to EDDC in accordance with Schedule 18 of the Principal Agreement, and

5.1.2 The sum of Forty Thousand One Hundred and Seventy Eight Pounds and Thirty Seven Pence (£40,178.37) ("the Residual CPO Contribution") as the unspent portion of the Country Park Officer Contribution paid by the Owner to EDDC in accordance with Schedule 10 of the Principal Agreement.

5.1.3 The sum of One Hundred and Seventy One Thousand One Hundred and Thirty Five Pounds (£171,135) being the sum of the Five Hundred and Eighty One Pounds (£581) the Ninety Five Thousand Five Hundred and the Fifty Five Pounds (£95,554) and the Seventy Five Thousand Pounds (£75,000) to be used towards the delivery of the Community Sports Pavilion pursuant to clause 6.1.

5.2 Within 14 days of the completion of this Deed of Variation the Owner shall pay to CTC the sum of £70,000 Index Linked being the fourth and fifth annual instalment of the Country Park Officer Contribution which were due to be paid by the Owner to EDDC prior to the 24th March 2018 and 24th March 2019 respectively.

- 5.3 CTC covenants to comply with the obligation contained in clause 8.2 of the Principal Agreement in relation to the use of the Residual CDW Contribution and Residual CPO Contribution as if the same had been paid by the Owner to CTC.
- 5.4 The Owner confirms that upon the transfer of the sums specified in clause 5.1 above EDDC is discharged from its obligations under clause 8 of the Principal Agreement in relation to those sums.
- 5.5 EDDC confirms that upon the transfer of the sums specified in clause 5.2 above the Owners are discharged from their obligations under clause 8 of the Principal Agreement in relation to those sums.

6 USE OF CONTRIBUTIONS PAID TO EDDC

- 6.1 It is hereby agreed between the parties that CTC may use for the purpose of delivering the Community Sports Pavilion the following sums which have been paid by the Owner to EDDC and which remain unspent;
- 6.1.1 Five Hundred and Eighty One Pounds (£581) in relation to the provision of NEAPS under Clause 8.11.1 & 2 of the Principal Agreement (as amended by this Deed);
- 6.1.2 Ninety Five Thousand Five Hundred and Fifty Four Pounds (£95,554) in relation to the provision of youth play areas under Clause 8.11.12 of the Principal Agreement (as amended by this Deed)
- 6.1.3 Seventy Five Thousand Pounds (£75,000) paid as the Public Art Contribution pursuant to Schedule 12 of the Principal Agreement.
- 6.2 If following the completion of the Community Sports Pavilion any of the above funds have not been expended in full any residual balance shall be applied to the cost of providing the car parking facilities associated with the Community Sports Pavilion and if any such funds remain unexpended having reimbursed the Party that constructed the said car parking facilities such funds may be applied to such other community projects within Cranbrook as may be agreed between EDDC and CTC

7 FEES

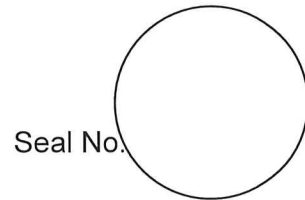
Upon completion of this Deed of Variation the NCP shall pay to CTC and EDDC their legal costs in preparing amending and completing this Deed of Variation

8 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

EXECUTED as a **DEED** by affixing
the **COMMON SEAL** of
EAST DEVON DISTRICT COUNCIL
in the presence of:



.....
Authorised Officer
Full name:
Chief Executive/Strategic Lead – Governance & Licensing/ Principal Solicitor

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 JENNIFER REBECCA MCNAMEE
as Attorney for HALLAM LAND MANAGEMENT)
LIMITED under a Power of Attorney dated 22nd March) Attorney Signature
2021 in the presence of the following witness to the)
above signature)

Witness signature.....

Witness Name: Penny Webb

Address: Banner Cross Hall
Ecclestone Road South
Sheffield
S11 9PD

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:.....

Executed as a Deed by)
CRANBROOK TOWN COUNCIL)
acting by two authorised signatories and)
witnessed in the presence of the Proper
Officer

.....
Signature of Authorised Signatory

Print Name:

.....
Signature of Authorised Signatory

Print Name:

.....
Signature of Proper Officer

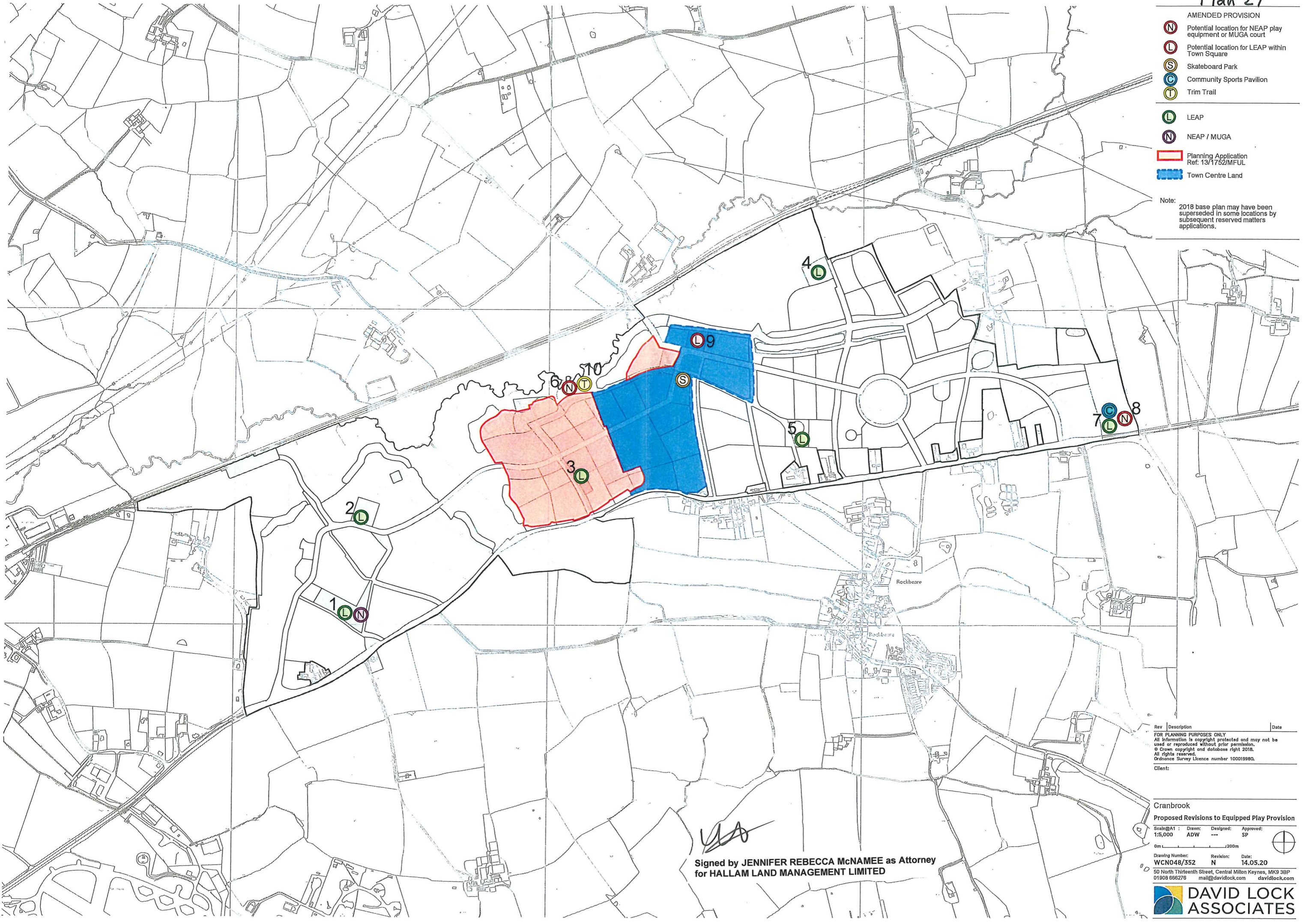
Print Name of Proper Officer:

**APPENDIX 1
PLANS**

Plan 27 and Plan 30

- AMENDED PROVISION
- (N) Potential location for NEAP play equipment or MUGA court
 - (L) Potential location for LEAP within Town Square
 - (S) Skateboard Park
 - (C) Community Sports Pavilion
 - (T) Trim Trail
-
- (L) LEAP
 - (N) NEAP / MUGA
 - Planning Application Ref: 13/1752/MFUL
 - Town Centre Land

Note: 2018 base plan may have been superseded in some locations by subsequent reserved matters applications.



Rev	Description	Date
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Client:		

Cranbrook
 Proposed Revisions to Equipped Play Provision

Scale@A1	Drawn	Designed	Approved
1:5,000	ADW	---	SP

Drawing Number: WCN048/352
 Revision: N
 Date: 14.05.20

50 North Thirteenth Street, Central Milton Keynes, MK9 3BP
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JR
 Signed by JENNIFER REBECCA McNAMEE as Attorney
 for HALLAM LAND MANAGEMENT LIMITED

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) Unheated services
- 7) Existing buildings with potential asbestos hazards

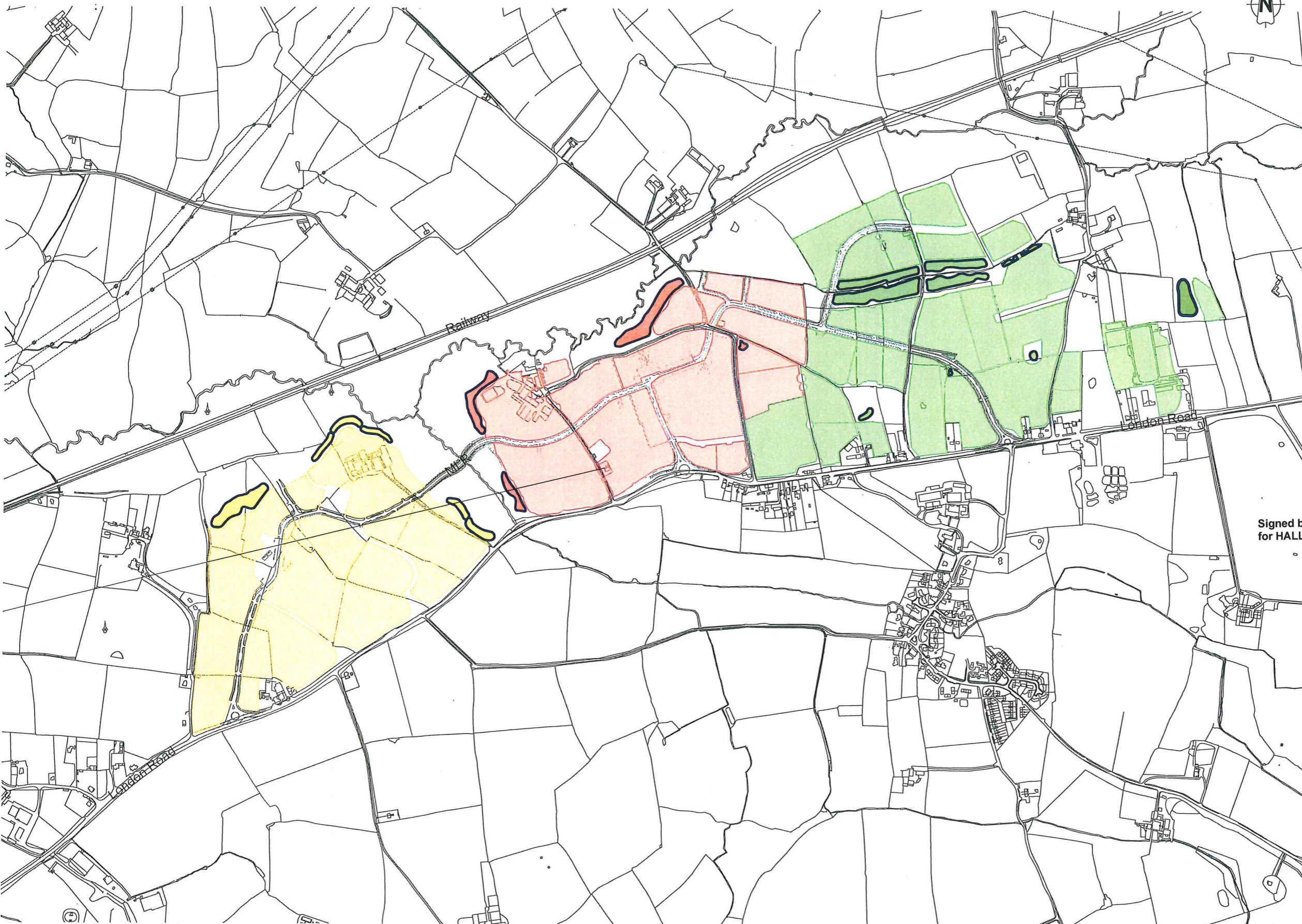


NOTES:

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.
4. No part of this drawing may be copied or duplicated without the express permission of Brookbanks Consulting.
5. All materials and workmanship are to be in accordance with the Contract Specification and the Department of Transport Specification for Highway works, and Devon County Council Highway Construction directions.

Key:

- Phase 1 Basin
- Phase 1 Drainage Area
- Phase 2 Basin
- Phase 2 Drainage Area
- Phase 3 Basin
- Phase 3 Drainage Area



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A Ingram Land Parcels Added MSM DS DS 19.03.20
 - First Issue MSM DS DS 10.01.20



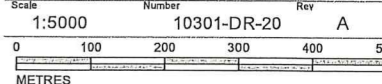
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East Devon New Community
Phase 3 Enabling Works

Basin & Suds Plan

Status	Status Date
Approval	Jan 2020
Drawn	Date
MSM	DS 10.01.2020
Scale	Number Rev
1:5000	10301-DR-20 A



UNTIL TECHNICAL APPROVAL HAS BEEN OBTAINED FROM THE RELEVANT LOCAL AUTHORITIES, IT SHOULD BE UNDERSTOOD THAT ALL DRAWINGS ARE ISSUED AS PRELIMINARY AND NOT FOR CONSTRUCTION. SHOULD THE CONTRACTOR COMMENCE SITE WORK PRIOR TO APPROVAL BEING GIVEN, IT IS ENTIRELY AT HIS OWN RISK.