

IN TRIPLICATE.

AN AGREEMENT made 28th June 2023 BETWEEN **Taylor Wimpey UK Limited** company 1392762 company of Gate House, Turnpike Road, High Wycombe HP12 3NR ("Developer")

Taylor Wimpey Developments Limited company 00643420 of Gate House, Turnpike Road, High Wycombe HP12 3NR ("Owner")

HCC International Insurance Company company 01575839 of 1 Aldgate, London, EC3N 1RE ("Surety")

Devon County Council of County Hall, Topsham Road, Exeter EX2 4QD ("Council")

WHEREAS

- 1) The Council is the Local Highway Authority
- 2) The Owner is the registered proprietor at the Land Registry under title number **DN613683** of land known at Rockbeare which includes the site of the proposed highway shown coloured **grey, brown** and **green** on annexed drawings **1262-P40B** and **1123-117-2D** and is desirous of making up the proposed highway so that the same will become highway maintainable at public expense. For the avoidance of doubt hedges between plots and adoptable highway are not adoptable and will not be maintainable by the Local Highway Authority
- 3) The Developer and Owner have requested that when the works hereinafter referred to for the making up of the proposed Roads have been executed and maintained as hereinafter appearing the Council shall undertake the maintenance of the Roads as highway maintainable at the public expense which the Council has agreed to do upon the terms and conditions hereinafter appearing
- 4) The Council requires the Developer to execute certain works upon the public highway as hereinafter described and the Council is satisfied that those works will be of benefit to the public

THIS Agreement is made in pursuance of Sections 38 and 278 of the Highways Act 1980 in respect of the land upon which the proposed public highway is to be constructed, Section 33 of the Local Government (Miscellaneous Provisions) Act 1982, Section 111 of the Local Government Act 1972 and with all other enabling powers; and it is hereby agreed and declared by and between the parties hereto as follows

1 Interpretation

IN this Agreement where the context so admits

"CHP Mains" means service pipes ducts inspection points and associated infrastructure relating to the Combined Heat and Power plant serving the Development to be laid in or under the Works

"Design Manual" the "Design Manual for Roads and Bridges" reference GG119 published by the Highways Agency and others, and any publication which amends or replaces it

"Drawings" means annexed drawings **1262-P40B** and **1123-117-2D** signed by or on behalf of the parties hereto, and any amended drawings signed by or on behalf of the Proper Officer

"Development" means **Cranbrook phase 1 areas 1A + 1B**

Estimated Cost is one million, two hundred and forty thousand pounds (**£1,240,000**) being the amount which is in the opinion of the Proper Officer the cost of carrying out the Works within the period specified in clause 2

"Final Certificate" means the certificate issued on satisfactory completion of the Maintenance Period in accordance with Clause 12

"Highway Works" means the works to be executed upon the public highway as shown on drawing **1262-P40B** and described in Part 3 of the Schedule

"Maintenance Period" means the period specified in Clause 10

"Part 1 Certificate" means the certificate to be issued on satisfactory completion of the Part 1 Works in accordance with Clause 8

"Part 1 Works" means the works referred to in Part 1 of the Schedule

"Part 2 Certificate" means the certificate to be issued on satisfactory completion of the Part 2 Works in accordance with Clause 10

"Part 2 Works" means the works referred to in Part 2 of the Schedule

"Programme of Works" means that referred to in Clause 4a)

"Proper Officer" means the Chief Officer for Highways, Infrastructure Development & Waste of the Council or such other officer from time to time with responsibility for highways

"Roads" unless otherwise required means the carriageways and footways of the proposed highway hereinbefore referred to including any off-site highway drainage shown on the Drawings and includes any footpaths, street lighting, verges, service strips, service margins, vehicular crossings, road surface water drainage system and all other things ancillary thereto but excluding any hedges between the road or roads and the Development

"Specification" means the edition of the publication entitled Highways in Residential and Commercial Estates Design Guide 1996 as amended and current at the date of commencement of the Works

"Statutory Undertaker" means a statutory undertaker as defined in Section 329(1) of the Highways Act 1980 and British Telecommunications plc

"Traffic Manager" means the officer appointed by the Council to act as Traffic Manager for the purposes of the Traffic Management Act 2004

"Works" means the works specified in Parts 1 and 2 of the Schedule for the making up of the Roads excluding any drainage which is or is intended to be the subject of an agreement under Section 104 of the Water Industry Act 1991

2 Developer's Liability

SUBJECT to the terms, conditions, agreements and undertakings contained in this Agreement the Developer covenants to carry out and complete the Works and the Highway Works at the Developer's expense in a good and workmanlike manner and with proper materials in

accordance in all respects with the Specification and the Drawings to the satisfaction of the Proper Officer and in accordance with permits and approvals granted by the Council or any other statutory or public authorities and (except as may be otherwise provided in this Agreement) shall complete the Highway Works and the Works within **3 months** of the date of this Agreement

3 Highway Works

the Developer covenants with the Council that the Developer will at its own expense in relation to the Highway Works observe and perform to the satisfaction of the Council the following requirements obligations and conditions or any of them outstanding at the date of this Agreement and will immediately do any act or thing required by the Council to remedy any breach of those requirements obligations and conditions

- a) Not to commence any part of the Highway Works before a Programme of Works and a method of carrying out the Highway Works have been approved by the Proper Officer such approval not to be unreasonably withheld and the Drawings have been provided as a CAD (dwg.) file or such other format as agreed in writing by the Proper Officer **and for the avoidance of doubt** the Programme of Works shall include details of
 - (i) The sequence in which each phase of the Highway Works including temporary highway works or temporary access arrangements shall be undertaken
 - (ii) The period within which each phase of work shall be completed
 - (iii) Temporary traffic and pedestrian arrangements during the construction of the development of the adjoining land including the means and positions of vehicular and pedestrian access to the development
 - (iv) Such additional plans and details as may be required by the Council to describe each phase of work
- b) Secure at its own expense any necessary approvals required from any Statutory Undertakers, emergency services and other public authorities and utilities and comply with all requirements of these
- c) Execute the Highway Works and associated works expeditiously causing no unnecessary nuisance to the public
- d) Employ a suitably qualified supervisor to oversee the construction of the Highway Works and to act as liaison between the Developer contractor and the Council
- e) Employ a contractor to carry out the Highway Works who shall be approved by the Proper Officer (such approval not to be unreasonably withheld or delayed) and that all the covenants, conditions and obligations contained in this Agreement relating to the method of working shall be included in any agreement between the Developer and its contractor and it shall not depart from it without the approval of the Council and the said contractor or contractors shall at all times during the progress of the Highway

Works maintain a public liability insurance policy with a member of the Association of British Insurers for at least £5,000,000

- f) To undertake all the requirements in respect of the execution of the Highway Works under the Construction (Design and Management) Regulations 2015 ("Regulations") as if the Developer were the client and to indemnify the Council in respect of any actions proceedings costs claims demands and liabilities arising out of any breach of the Regulations and on the issue of the Healthy and Safety File for the Highway Works
- g) As soon as possible after the date of this Agreement and in any event prior to the commencement of work on any element of the Highway Works the Developer will contact the Council who identify any necessary Traffic Regulation Orders and any other similar changes to the highway subject to statutory publications e.g. zebra crossings, road humps etc and shall request the Council if the Council is satisfied with the proposals to make any such Order or publish notice of intent or similar and shall indemnify the Council in respect of the costs involved in making any such Order including notification procedure pursuant to the relevant legislation (or any statutory modification or re-enactment thereof)

4 THE Developer further covenants to include in the conditions of contract of the contractors (or any sub-contractors) engaged to carry out the Highway Works the following clauses

- a) The Programme of Works and method of carrying out the Highway Works shall be approved by the Proper Officer and the contractor shall in all cases submit written notice of its intended Programme of Works and any width restrictions or occupation of the public highway to the Proper Officer for its approval in writing at least 4 weeks in advance of the proposed commencement of those works and the approved Programme of Works and method shall be followed at all times **and for the avoidance of doubt** the Programme of Works shall include details of
 - (i) The sequence in which each phase of the Highway Works including temporary highway works or temporary access arrangements shall be undertaken
 - (ii) The period within which each phase of work shall be completed
 - (iii) Temporary traffic and pedestrian arrangements during the construction of the development of the adjoining land including the means and positions of vehicular and pedestrian access to the development
 - (iv) Such additional plans and details as may be required by the Council to describe each phase of work
- b) To give the Traffic Manager appropriate notice to comply with the requirements of the Traffic Management Act 2004 of the Developers intention to commence the Highway Works

- c) All work on the public highway shall be restricted to dates and times agreed in writing by the Proper Officer to minimise delay to vehicular traffic
- d) All operations on or affecting the public highway shall be carried out to avoid risk of danger to both pedestrians and vehicular traffic and (except as may be previously agreed in writing by the Proper Officer) to avoid any interference with the free movement of pedestrians and vehicular traffic
- e) The contractor shall in accordance with the agreed Programme of Works be allowed to take possession of so much of the public highway land as may be agreed in writing by the Proper Officer for the carrying out of the Highway Works
- f) Where in the opinion of the Proper Officer work affecting the public highway causes excessive traffic congestion the contractor shall immediately suspend that work and remove any plant or equipment that create such restrictions to traffic flows
- g) The Proper Officer may require the contractor to agree to variations to any previously agreed Programme of Works in the event of excessive traffic congestion resulting from it and the contractor will take all steps to comply with any such request
- h) The contractor will comply with Volume 1 of the Department of Transport's Manual of Contract Documents for Highway Works (MCHW) – Specification for Highway Works and any publication which amends or replaces it and shall include the following additional clauses to that specification
 - (i) The traffic signs, road markings, lamps, barriers and traffic control signals shall be in accordance with the requirements of the Traffic Signs Regulations and General Directions current at the date of execution of the work and traffic control signals shall be operated in the vehicle actuated mode unless otherwise agreed by the Proper Officer
 - (ii) Traffic cones and cylinders shall comply with the requirements of BS 873 Part 8 Category A Designation 1
 - (iii) The contractor shall construct temporary diversion ways wherever they propose to interfere with the existing public or private roads or other ways over which there is a public or private right of way for any traffic
 - (iv) The standard of construction and lighting shall be suitable in all respects for the appropriate class of road and the width of any diversion shall not (unless otherwise agreed with the Proper Officer such agreement not to be unreasonably withheld) be less than that of the existing way and the standard of construction shall conform to the requirements of the Council
 - (v) Temporary white lining is to be provided to all such diversions and laid in accordance with the requirements of the Traffic Signs Regulations and General

Directions current at the date of execution of the work or otherwise as instructed by the Proper Officer

- (vi) Roads, accesses and rights of way which are being used by construction traffic will always be kept clean and clear so far as possible of dirt, mud and material dropped from vehicles or from tyres arising from such use and the contractor shall provide, maintain and use suitable equipment for this purpose
- (vii) The contractor will always ensure that all highway drains affected by its works shall be kept clear of any spoil, mud, slurry or other material likely to impede the free flow of water in them
- (viii) The contractor shall provide the Proper Officer with the name and telephone number of a person and a deputy who can be contacted at any time during the day and night and who will be able to put into immediate effect any measures considered necessary by the Proper Officer to ensure public safety

5 Declaration

THE Developer declares and warrants to the Council that they have and will throughout the duration of this Agreement maintain full right liberty and consent to carry out such works as may be necessary to connect the Roads to a vehicular highway

6 Statutory Undertakers - Connections to Existing Services

THE Developer shall before connecting the Roads with any highway maintainable at public expense give notice to each person, board or authority being the Statutory Undertaker for the time being of any service laid in upon or under such highway of the proposal to make such connection as if the connection were a work to be executed for the purposes of and were mentioned in Section 48 of the New Roads and Street Works Act 1991 and shall indemnify the Council in respect of the cost of any works or measures considered necessary by any Statutory Undertaker in consequence of the proposal to make such connection

7 Access to the Works/Highway Works and Inspection

- a) THE Developer shall during the carrying out of the Works and the Highway Works give and allow the Proper Officer and any other officer of the Council access to every part of the Works and the Highway Works and the respective sites thereof for the purpose of inspecting the same and all materials used or intended to be used therein and the Developer shall if requested open up for inspection any portion of the Works or (as the case may be) the Highway Works which may be covered up and should the Developer decline to comply with such a request the Council may itself open up the Works or (as the case may be) the Highway Works and in the event of any such portion of the same being found (in the reasonable opinion of the Council) to be defective the cost of such opening shall be recoverable from the Developer

- b) If any inspection carried out under sub-clause a) of this clause reveals defects in the Works or the Highway Works the Developer shall carry out remedial works to the satisfaction of the Council
- c) The Council will inspect any remedial works carried out under sub-clause b) of this clause within 5 working days of receipt of a written request from the Developer to do so
- d) Following any inspection under sub-clause c) of this clause the Council shall within 5 working days of its inspection notify the Developer in writing of its satisfaction with the remedial works **provided that** in the event of the remedial works being unsatisfactory this process may be repeated as many times as necessary until the defective works have been remedied to the satisfaction of the Council
- e) Upon practical completion of the Works and the Highway Works the Developer shall in each case notify the Council in writing of their completion and within 14 days of receipt of such notice the Council shall carry out a final inspection of the Works or (as the case may be) the Highway Works
- f) In the event of the final inspection revealing any defect or defects in the Works or (as the case may be) the Highway Works the provisions of sub-clause d) of this clause shall apply as if they related to a final inspection

8 Part 1 Certificate

ON completion of the Part 1 Works to the satisfaction of the Proper Officer in all respects the Proper Officer will issue a Part 1 Certificate to the Developer

9 Occupation of Buildings

NO dwelling erected fronting, adjoining or abutting onto the Roads shall be occupied until

- a) The Proper Officer has issued the Part 1 Certificate in respect of the Roads or such part of the Roads as will provide the occupier with access to a vehicular highway and where applicable a base course pedestrian access to such highway has been provided and
- b) The Roads or such part of the Roads have columns erected ready for lighting in accordance with the Specification and the Drawings and the Developer has arranged with the electricity company for an electricity supply thereto by giving at least 6 weeks prior notice in writing or as may otherwise be agreed in writing by the Proper Officer

10 Part 2 Certificate

ON completion of the Part 2 Works for the Roads to the satisfaction of the Proper Officer in all respects and to all dwellings fronting or which are proposed shall front the Roads having been constructed to roof level the Proper Officer shall if any sewer constructed under the Roads under an agreement under Section 104 of the Water Industry Act 1991 ("1991 Act") has been certified as being or having been on maintenance or has been the subject of a declaration made by the relevant Water Authority pursuant to Section 102 of the 1991 Act issue a Part 2 Certificate to the Developer and from the date thereof

- a) The Maintenance Period shall commence to run and shall expire no less than 12 months thereafter or on the issue of the Final certificate whichever is the later
- b) The Roads shall become highway and remain forever open for use by the public at large
- c) The Developer remains the street manager for the purposes of Section 49(4) of the New Roads and Street Works Act 1991 and any statutory modification or re-enactment thereof until the Roads become highway maintainable at the public expense

11 Obligations During the Maintenance Period

DURING the Maintenance Period

- a) The Developer at their own expense will maintain the Works including all grassed and planted areas and carry out such routine maintenance as may be necessary to facilitate use by vehicles and pedestrians
- b) The Council at its own expense shall undertake routine maintenance of and be responsible for payment for energy for all street lights and illuminated traffic signs

12 Final Certificate

PRIOR to the expiration of the Maintenance Period the Developer shall at their own expense reinstate and make good any defect or damage which may have arisen from any cause whatsoever or be discovered during the Maintenance Period (including in the case of the Works any defect in or any damage to the road surface water drainage system) of which they have been notified in writing by the Proper Officer so that the Works or (as the case may be) the Highway Works comply with the Specification

AND THEN PROVIDED THAT

- a) The Developer has paid to the Council all amounts due to the Council under this Agreement and
- b) Any necessary reinstatement or other works have been completed to the satisfaction in all respects of the Proper Officer and
- c) The Developer has in the case of the Works delivered to the Proper Officer drawings showing the works as constructed one set being a CAD (dwg.) file or such other format as agreed in writing by the Proper Officer

the Proper Officer shall issue a Final Certificate to the Developer and will release the Surety from all liability hereunder

13 Grants of Rights of Drainage

PRIOR TO completion of this Agreement the Developer shall without cost to the Council execute or procure the execution by all necessary parties such deeds as the Council reasonably require to secure to the Council full drainage rights in respect of such parts of the surface water drainage system of the Roads as are situate outside the limits of the Roads and the Council shall not be liable for the payment of compensation or legal or any other costs or

fees arising on account of the execution of any such deeds. If after completion of this Agreement the Council find that further drainage rights are reasonably required the Developer will at their own cost obtain those rights prior to any further certificates being issued in accordance with Clauses 8, 10 and 12. **For the avoidance of doubt** the Council will not be responsible for the drainage system until the issue of the Final Certificate in accordance with Clause 12

14 Adoption & CHP Mains

- a) UPON the issue of the Final Certificate in respect of the Works the Roads will become highway maintainable at public expense
- b) For the avoidance of doubt any hedges between the public highway and the Owner's adjacent development shall remain the responsibility of the Owner and its successors in title and the Owner and its successors in title shall ensure that such hedges are cut and maintained at all times in the future in a condition which will not cause any obstruction to the public highway and in the event that the Owner and its successors in title default in maintaining such hedges the Council shall be entitled to carry out such maintenance and recover the costs of doing so from the Owner or its successors in title
- c) It is agreed and declared that provided the Works have been constructed in accordance with this Agreement the presence of the CHP Mains shall not impair hinder or prevent the adoption of the Roads as highway maintainable at public expense **provided that** the CHP Mains have been laid in accordance with an agreed method and construction and that the Council have inspected the installation and are satisfied with it and (for the avoidance of doubt) it is further agreed and declared that the CHP Mains shall not be adopted as part of the Roads

15 Inspection Fee

- a) WITHIN 7 days of the completion of this Agreement the Developer shall pay the Council seventy-four thousand, four hundred pounds (**£74,400**) in respect of the costs incurred by the Council in inspecting the Works and Highway Works such fee to include the reasonable anticipated costs of inspecting the CHP Mains to the extent it affects the Roads
- b) RECEIPT by the Council of the payment of the sum shall not create any contractual relationship between the Council and the Developer nor absolve the Developer from any liability or obligation imposed upon them by the terms of this Agreement or by statute or at common law and the Council will not be liable for any loss damage or injury which the Developer may sustain due to insufficient or faulty inspection of the Works or the Highway Works by the Council

16 Determination by the Council

IF the Developer fails to perform or observe any of the conditions, stipulations or obligations on their part contained herein or if a receiving order in bankruptcy is made against them or

if the Developer is being wound up or if the Developer enters into a composition or scheme of arrangement (otherwise than for the purpose of amalgamation or reconstruction) the Council may without prejudice to any of its rights, claims or remedies against the Developer in respect of such non-performance or non-observance determine this Agreement (except for Clauses 17, 18 and 19) by notice in writing signed by the Proper Officer and delivered to the Developer or sent by post to the address stated in this Agreement

17 Power to Execute Works in Default

WITHOUT prejudice to Clauses 2 and 16 if the Developer fails to execute or complete the Works in accordance with the Developer obligations contained herein the Council shall after not less than 28 days notice in writing to the Developer be entitled to execute or complete the Works in default by its own employees or by contract or otherwise and to recover the cost as certified by the Proper Officer from the Developer

18 Power to Execute Highway Works in Default

IF the Developer fails to execute the Highway Works in accordance with any previously agreed Programme of Works (unless prevented from doing so by matters beyond the control of the Developer when the period for completion of the Highway Works or the relevant part of them shall be extended by such reasonable period as shall be appropriate to the circumstances of delay) or if work shall (without the prior agreement of the Council) cease for more than one month or if the Developer shall go into voluntary or compulsory liquidation or if interim works are required in the interests of public safety then the Council may under Sections 278 and 296 of the Highways Act 1980 and after service of notice carry out any works it deems necessary in order to meet the requirements of this Agreement (if necessary entering onto the adjoining land for the purpose) and may then recover the reasonable and proper cost of those works from the Developer who shall reimburse the Council on demand

19 Defective or Dangerous Works

UNTIL the Roads become highway maintainable at public expense pursuant to this Agreement the Developer shall keep them and the several parts thereof in a reasonable state of repair having regard to the progress of the building works abutting on such several parts and shall reinstate and make good any defects in or damage to the Works which shall or may appear to arise occur or become manifest to the Proper Officer and the Proper Officer may by notice require the Developer to make good any portion of the Works which they reasonably consider to be defective, damaged or dangerous and require the making good or reconstruction of the same by the Developer. Without prejudice to Clauses 2 and 16 if the Developer fails to reconstruct or make good the same in accordance with the requirements of the Proper Officer the Council shall after not less than 7 days notice in writing to the Developer (except in case of emergency) be entitled to reconstruct and make good the portion of the works which is defective damaged or dangerous by its own employees,

contractors or otherwise and to recover the cost as certified by the Proper Officer from the Developer

20 Surety's Obligations

- a) IF the Developer at any time fails to perform or observe any of the conditions, stipulations or obligations on their part contained in this Agreement or if the Developer is adjudged bankrupt or is being wound up or enters into a composition or scheme of arrangement (otherwise than for the purpose of reconstruction or amalgamation) the Proper Officer may without prejudice to any statutory rights or powers or any other right claim or remedy under this Agreement (and in particular but without prejudice to the generality of this clause the rights of the Council pursuant to Clause 19 and shall send the Surety a notice in writing ("Default Notice")
 - i) specifying the work ("Default Work") to be carried out in order that the Works may be executed, carried out or completed in accordance with this Agreement and
 - ii) containing an estimate by the Proper Officer of the cost of the carrying out of the Default Work and the cost of maintaining the Works for 12 months prior to the Roads becoming maintainable at public expense or the issue of the Final Certificate and also a statement of the amount of the usual establishment charges of the Council ("Default Cost") which cost shall not exceed
 - (1) one million, two hundred and forty thousand pounds (**£1,240,000**) being the Estimated Cost or
 - (2) eight hundred and six thousand pounds (**£806,000**) on and after the issue of the Part 1 Certificate
 - (3) three hundred and ten thousand pounds (**£310,000**) on and after the issue of the Part 2 Certificate
- b) WITHIN 28 days after the Surety has received the Default Notice the Surety will
 - i) pay the Default Cost to the Council or
 - ii) send the Council notice in writing ("Surety's Counter Notice") of the intention of the Surety to carry out the Default Work
- c) IF the Surety having sent the Surety's Counter Notice to the Council fails to start the Default Work within 56 days after the Surety received the Default Notice the Surety shall pay the Default Cost to the Council with interest added at 4 per cent per annum above the prevailing base rate from time to time of Barclays Bank plc calculated from the date on which the Surety received the Default Notice
- d) IF the Surety having sent the Surety's Counter Notice to the Council starts the Default Work and the said work is not completed within 4 months after the Surety's Counter Notice was received by the Council or within such further period as may be agreed by the Council the Surety shall subject to sub-clause e) forthwith on demand by the Proper Officer pay to the

Council such sum as the Proper Officer may determine as being the cost of carrying out any Default Work not carried out by the Surety or the cost of maintaining the Works for 12 months prior to the Roads becoming maintainable at public expense as may be the case (or as being the cost of both) and also pay to the Council the amount determined by the Proper Officer as being the amount of the appropriate usual establishment charges of the Council

- e) THE sum payable under sub-clause d) shall not exceed the Default Cost and on the issue of the Final Certificate the Surety will be released from all liability hereunder

FOR the purposes of this Agreement a demand stated to be made hereunder and signed or purportedly signed on behalf of the Council shall be conclusive as to the Surety's obligations to pay the amount demanded and there is no obligation or duty on the Surety to consider the alternative set out in b) ii) above

21 Assignment

THIS Agreement may not be assigned by the Developer without the consent of the Council and Surety which consents shall not be unreasonably withheld provided that the Council may require bonding as a condition of such an assignment

22 Arbitration

IN the event of any dispute arising out of this Agreement the same shall be referred to a sole arbitrator to be agreed between the parties or failing agreement to be appointed by the President for the time being of the Institution of Civil Engineers and in this respect this Agreement shall be construed as a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory re-enactment or modification thereof

23 Refund of Advance Payments Code Deposits

THE Council shall pursuant to its powers under sub-section (3) of Section 221 of the Highways Act 1980 refund to the Owner as soon as may be after the date of this Agreement any sum deposited with the Council under Section 219 of the Highways Act 1980 in respect of buildings to be built on the Roads together with interest thereon from the date of deposit to the date of repayment at the rate of one per cent below the base rate of Barclays Bank plc

24 Indemnity

THE Developer shall indemnify and keep indemnified the Council against any actions costs, claims, demands, expenses and proceedings arising out of the undertaking of any of the Works or the Highway Works which are due to any acts or defaults of the Developer or its contractor whether directly or indirectly during their construction or during the ensuing Maintenance Period other than those arising out of or in consequence of any act neglect default or liability of the Council

25 Indemnity - Land Compensation Act 1973

THE Developer shall indemnify the Council in respect of all claims pursuant to the Land Compensation Act 1973 (or any statutory modification or re-enactment of it) arising from the

carrying out of the Works and the Highway Works and prior to the commencement of the Works and the Highway Works shall carry out such surveys as may be necessary to define the levels of physical factors as specified in the said Act

26 Consents and Approvals

WHERE under this Agreement the consent or approval of any party is required that consent or approval shall not be unreasonably withheld or delayed

27 Notice

ANY notice required to be served under this Agreement will be in writing and shall be validly served if delivered to the relevant party or if sent by registered or recorded delivery post as set out below

- a) In the case of the Council to Chief Officer for Highways, Infrastructure Development & Waste, County Hall, Topsham Road, Exeter EX2 4QD
- b) In the case of the Developer and Owner at their address shown in this Agreement

28 Supplemental Drawings etc

ALL subsequent drawings, specifications, licences, agreements, letters and documents relating to any matter contained or referred to in this Agreement shall be signed by or on behalf of the parties to this Agreement as appropriate and shall be deemed to be supplemental to this Agreement and the stipulations and conditions contained in this Agreement shall apply to all such drawings, specifications, licences, agreements, letters and documents as if the same were incorporated in and formed part of this Agreement unless the parties specifically agree otherwise

29 Costs

ON completion of this Agreement the Developer will pay the Council's reasonable costs relating to the preparation and completion of this Agreement and any subsequent variation of it together with the legal costs associated with Clauses 8, 10, 12 (issuing of certificates) and Clause 13 (drainage rights)

30 Interest

If the Developer fails to pay any sum payable to the Council under this Agreement on the date when such payment falls due then the Council shall have the right to charge interest on such unpaid sum at the rate of 4% above base rate of Barclays Bank plc or any rate substituted therefor

IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written

The Schedule - Part 1

- 1 All highway drainage
- 2 All other drainage contained within the highway
- 3 All kerb foundations and where appropriate kerbs including lowering at vehicle crossings and
pram-ramps
- 4 Carriageway sub-base road base and any supporting structures thereto
- 5 Carriageway base course surfacing where appropriate
- 6 Demarcation of sight lines and clearance of vision splays
- 7 Footways to formation level

The Schedule - Part 2

- 1 All outstanding kerbing not completed in Part 1
- 2 Pedestrian ways
- 3 Carriageway wearing course and/or carriageway base course
- 4 Vision splays and verges
- 5 Street lighting and street furniture
- 6 Street name plates
- 7 Road markings
- 8 All other works described in the Specification and shown in the Drawings

The Schedule - Part 3 - The Highway Works

As shown on drawing **1262-P40B** and all other works as the Proper Officer may reasonably require relating to the Highway Works for this development

Executed as a Deed by Taylor Wimpey UK Limited

Acting by its Attorney JAMES BALL AND REBECCA WICKINSON

In the presence of :-

Witness Signature:

Witness Name:

Witness Address:



Jasodh
JENNA GARD

Taylor Wimpey UK Limited
730 Waterside Drive
Aztec West, Almondsbury
Bristol BS32 4UE
DX: 124984 Almondsbury 3

EXECUTED as a deed by Taylor Wimpey Developments Limited

Acting by its Attorney JAMES BALL AND REBECCA WILKINSON

In the presence of :-

Witness signature:

Witness name:

Witness Address:



JAMES BALL
REBECCA WILKINSON

Taylor Wimpey UK Limited
730 Waterside Drive
Aztec West, Almondsbury
Bristol BS32 4UE
DX: 124984 Almondsbury 3

SIGNED AS A DEED by

TRACEY DEBORAH SMITH .

As attorney for and on behalf of

HCC INTERNATIONAL INSURANCE COMPANY PLC

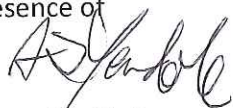
In the presence of :-

Witness signature: S. Hammond .

Witness Name: Sarah Hammond .

Bond No.: BZ/MA/00094 .

THE COMMON SEAL of)
The Council)
was hereunto affixed)
in the presence of)


AJ YENDOLE

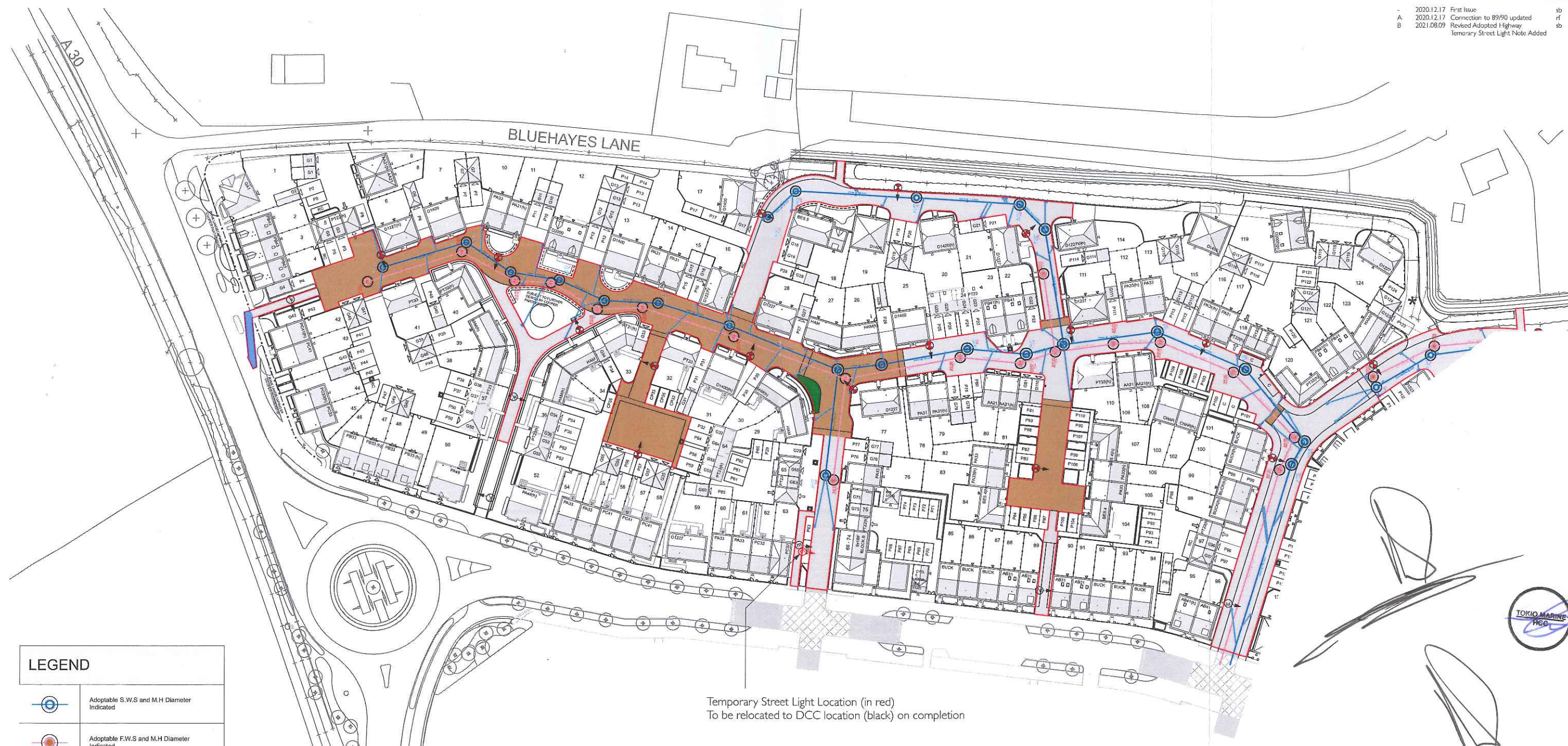
A Duly Authorised Officer



document 519698

Reference IMR/B08341-EDO665

Dimensions are not to be scaled from this drawing			
Rev	Date	Description	Author
-	2020.12.17	First Issue	sb
A	2020.12.17	Connection to B9/90 updated	rf
B	2021.08.09	Revised Adopted Highway Temporary Street Light Note Added	sb



CRANBROOK PHASE I - AREA 1A

PLANNING

Cranbrook Phase I
for
Taylor Wimpey

Section 38 - Adoption Plan

Scale: 1:500 @ A1 (1:1000 @ A3)

Drawing No: 1262 / P40 Rev B

The Boat Shed, Michael Browning Way
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