

THIS AGREEMENT is made

16th November 2016

BETWEEN

Persimmon Homes Limited company 4108747 of Persimmon House, Fulford, York YO19 4FE ("Developer")

Hallam Land Management Limited company 2456711 of Banner Cross Hall, Ecclesall Road South, Sheffield, S11 9PD and **Taylor Wimpey Developments Limited** company 643420 of Gate House, Turnpike Road, High Wycombe, Buckinghamshire HP12 3NR ("Owners")

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

WHEREAS

- 1) The Council is the local highway authority
- 2) The Developer is the registered proprietor under Title Number **DN613694** of land at Broadclyst, Exeter which is shown for the purpose of identification only within red edging on annexed drawing **ACH5929 260-1G** which includes the site of the proposed public highway shown coloured **grey** and all other land required for the Works hereinafter referred to and is desirous of making up the proposed public highway so that the same shall become highway maintainable at public expense
- 3) The Owners are the registered proprietor under Title Number **DN548989** of land adjoining South Whimble Farm, Broadclyst, Exeter which is shown for the purpose of identification only within red edging on annexed drawing **ACH5929 260-1G** which includes the site of the proposed public highway shown coloured **grey** and all other land required for the Works hereinafter referred to and is desirous of making up the proposed public highway so that the same shall become highway maintainable at public expense
- 4) The Developer and Owners have requested that when the Works hereinafter referred to for the making up of the proposed public highway have been executed and maintained as hereinafter appearing the Council shall undertake the maintenance of the proposed public highway as highway maintainable at the public expense which the Council has agreed to do upon the terms and conditions hereinafter appearing

THIS Agreement is made in pursuance of Section 38 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

Development means **Cranbrook School Entrance**

Drawings means annexed drawing **ACH5929 260-1G** signed by or on behalf of the parties hereto and any amended such drawing signed by the Proper Officer and one set being a CAD (dwg.) file or such other format as agreed in writing by the Proper Officer

Final Certificate means the certificate to be issued on satisfactory completion of the Works in accordance with Clause 11

Maintenance Period means the period specified in Clause 9

Part 1 Certificate means the certificate to be issued on satisfactory completion of the Part 1 Works in accordance with Clause 7

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 9

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

Proper Officer means the Head of Planning, Transportation & Environment of the Council or such other officer 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

Works means the works specified in the Schedule for 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

Working Days means any Monday, Tuesday, Wednesday, Thursday or Friday and for the avoidance of doubt excludes any public or bank holiday

2 Developer's Liability

- a) THE Developer shall carry out and complete the 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 within **3 months** of the date of this Agreement
- b) THE Developer shall pay the Council's reasonable legal costs in connection with the preparation and completion of this Agreement and any subsequent variation of it together

with the legal costs associated with drainage rights in accordance with Clause 12 and the issue of certificates in accordance with Clauses 7, 9 and 11

- c) Prior to the commencement of the Works the Developer shall apply to the Council for a licence pursuant to Section 50 of the New Roads and Street Works Act 1991 (and/or the Developer shall procure the owner of the CHP Mains shall so apply to the Council) to construct and thereafter retain the CHP Mains and any other apparatus in the Roads where these will not be the property of a Statutory Undertaker such application to be in the attached form or such other form as may be reasonably required by the Council from time to time and to be accompanied by the Council's standard fee for such application

3 Declaration

THE Developer hereby 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 existing highway maintainable at the public expense

4 Statutory Undertakers – Connections to Existing Services

THE Developer shall before connecting the Roads with any highway maintainable at the public expense give notice to each person board or authority being the Statutory Undertaker for the time being of any service or services 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 the Statutory Undertaker in consequence of the proposal to make such connection

5 Indemnity

THE Developer hereby indemnifies the Council in respect of all actions, claims, demands, expenses and proceedings arising out of or in connection with or incidental to the carrying out of the Works other than those arising out of or in consequence of any act neglect default or liability of the Council and against any lawful claim under the Land Compensation Act 1973 or the Noise Insulation Regulations 1975 and any statutory modification or re-enactment thereof arising out of the use of the Works

6 Access to the Site

- a) THE Developer shall during the carrying out of the Works give and allow the Proper Officer and any other officer of the Council access to every part of the 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 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 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 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 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
- f) In the event of the final inspection revealing any defect or defects in the Works the provisions of sub-clause d) of this clause shall apply as if they related to a final inspection

7 Part 1 Certificate

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

8 Occupation of Buildings

NO dwelling erected by the Developer or on their behalf fronting, adjoining or abutting on to 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 board 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

9 Part 2 Certificate

ON completion of the Part 2 Works to the satisfaction of the Proper Officer in all respects the Proper Officer shall if any sewer constructed under the Roads under an agreement under Section 104 of the Water Industry Act 1991 has been certified as being or having been on maintenance issue the Part 2 Certificate to the Developer and from the date thereof

- a) the Maintenance Period of **12 months** shall commence to run
- b) the Roads shall become highway and remain forever open for use by the public

- c) the Developer shall remain 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 such time as the Roads shall become highway maintainable at the public expense

10 Obligations During The Maintenance Period

DURING the Maintenance Period

- a) the Developer shall at their own expense 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 shall at its own expense undertake routine maintenance of and be responsible for energy costs of street lights and illuminated traffic signs

11 Final Certificate

PRIOR to the expiration of the Maintenance Period the Developer shall forthwith 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 any defect in or damage to the road surface water drainage system) of which they have been notified in writing by the Proper Officer so that the 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 delivered to the Proper Officer drawings showing the Works as constructed with one set being a CAD (dwg.) file or such other format as agreed in writing by the Proper Officer
- d) the Road connects directly to a highway maintainable at public expense the Proper Officer shall issue the Final Certificate to the Developer

12 Grants of Rights of Drainage

On 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 7, 9 and 11. **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 11

13 Procedure for Inspection and Issue of Certificates

WITHIN 14 days of receipt of written application from the Developer for the issue of a Part 1 Certificate pursuant to this Agreement and within 28 days of written application from the Developer for the issue of a Part 2 Certificate or Final Certificate pursuant to this Agreement the Proper Officer shall inspect the Works and where necessary provide the Developer with a definitive list in writing of any remedial Works required to be carried out before the issue of that Certificate. Any such remedial Works shall be subject to the same inspection procedure detailed herein until such time as they shall be completed to the reasonable satisfaction of the Proper Officer who within 28 days thereafter shall issue the relevant Certificate

14 Adoption and Section 50 Licence

- a) UPON the issue of the Final Certificate the Roads shall become highway maintainable at public expense
- b) It is hereby 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
- c) Provided That the Developer and/or owner of the CHP Mains has made an application for a Section 50 Licence as required by clause 2(c) (or as otherwise agreed by the Council) the Council shall grant a Section 50 Licence in respect of the CHP Mains (and any ancillary apparatus) on the conditions appended hereto in the Annex or such other conditions as may be adopted by the Council from time to time upon the adoption of the Roads as maintainable at public expense
- [d) For the avoidance of doubt any hedges between the public highway and the Developer/Owners adjacent development shall remain the responsibility of the Developer/Owners and their successors in title and the Developer/Owners and their 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 Developer/Owners and their 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 Developer/Owners or their successors in title **provided that** upon transfer

of any such hedges to a public body or third party such responsibility shall pass to the public body or third party

15 Inspection Fee

- a) Prior to the commencement of the Works the Developer shall pay to the Council **£1,950** in respect of the costs incurred by the Council in inspecting the 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 sums 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 by reason of insufficient or faulty inspection of the 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 Clause 17, 17A, 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's obligations hereunder 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

17a Defective or Dangerous Works

UNTIL the Roads become highway maintainable at the 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 thereof 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

18 Council's Covenants

THE Council hereby covenants with the Developer and Surety for the benefit of all building plots fronting, adjoining or abutting the Roads and for each of them

- a) to use reasonable endeavours in consultation with the Surety to mitigate any loss or damage sustained by reason of any default by the Developer by taking such reasonable steps as the Council shall think fit
- b) to use money received from any related bond towards the expenditure involved in executing or completing the Works and maintaining and making good all defects for 12 months after completion and the amount received shall be deducted from any sum which would otherwise be recoverable from the owners of premises fronting the Roads under the provisions of the Highways Act 1980 or any other Act for the time being in force replacing or amending the same

19 Part or Parts

NOTWITHSTANDING anything hereinbefore contained the Developer may from time to time during the currency of this Agreement apply to the Proper Officer for the Part 1 Certificate or Part 2 Certificate in respect of any part of the Roads (being the whole width of the road between points to be defined in the application) and if the Proper Officer is satisfied that the part so defined is in all respects suitable to be treated as a separate road for the purpose of construction and adoption in accordance with the several provisions contained in this Agreement then they shall issue a separate Part 1 Certificate or Part 2 Certificate as the case may be in respect of that part and thereafter the same proceedings may be taken in respect of the said part of the Roads as if the said part were the subject of a separate Agreement under which the terms of this Agreement applied to the said part separately from the remainder of the Roads

20 Assignment

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

21 Dispute Resolution

- 21.1 Any dispute arising out of the provisions of this Agreement shall be referred to a person having appropriate qualifications and experience in such matters ("Expert") appointed jointly

by the parties to the dispute ("relevant parties") or in default by a person nominated by the President for the time being of the Royal Institution of Chartered Surveyors on the application of any of the parties

21.2 The decision of the Expert shall be final and binding upon the relevant parties and the following provision shall apply:

21.2.1 the charges and expenses of the Expert shall be borne equally between the relevant parties unless the Expert shall otherwise direct

21.2.2 the Expert shall give the relevant parties an opportunity to make representations and counter representations to him before making his decision

21.2.3 the Expert shall be entitled to obtain opinions from others if he so wishes

21.2.4 the Expert shall make his decision within the range of any representations made by the relevant parties themselves

21.2.5 the Expert shall comply with any time limit or other directions agreed by the relevant parties on or before his appointment

22 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

23 Refund of Advance Payments Code Deposits

Pursuant to its powers under sub-section 3 of Section 221 of the Highways Act 1980 the Council shall refund to the Developer as soon as practicable 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 any applicable interest calculated from the date the Deposit was received to date of repayment & will be higher of either 0% or 1% below Barclays base lending rate (or if such payment was made by a third party the refund shall be made to the person making the payment under Section 219 of the Highways Act 1980)

24 Enforcement

A person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 ("the Act") to enforce any of its terms but for the avoidance of doubt it is further agreed that the exclusion of the application of the Act shall not prevent all or any future successors in title to any of the parties to this Deed from being able to benefit from or to enforce any of the obligations in this Deed

The Schedule - Part 1

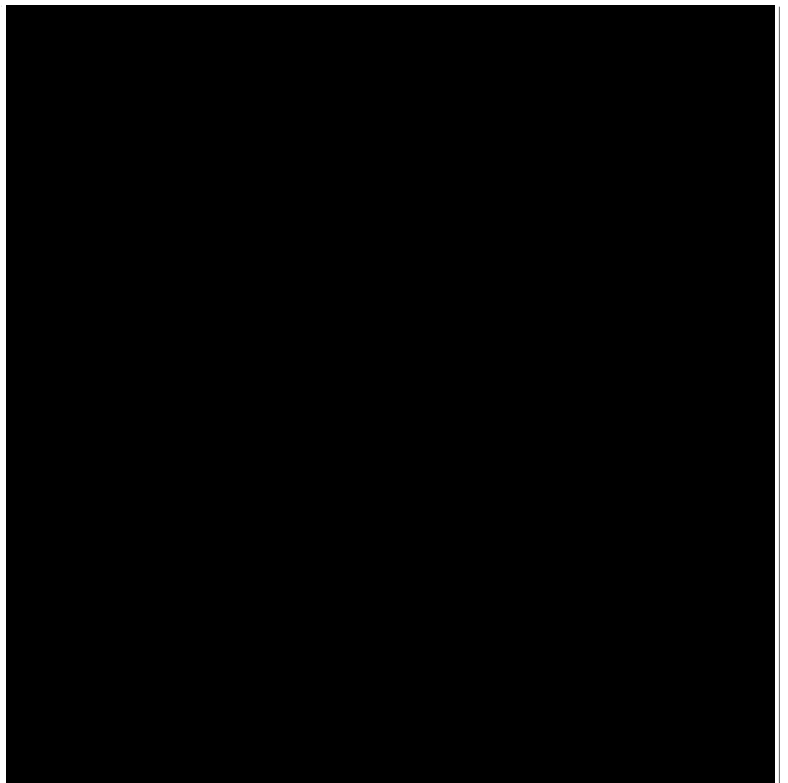
- 1 All highway drainage
- 2 All other drainage contained within the highway
- 3 All kerb foundations and where appropriate kerbs including lowering at vehicle crossings and
pram-ramps
- 4 Carriageway sub-base road base and any supporting structures thereto
- 5 Carriageway base course surfacing where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

The Schedule - Part 2

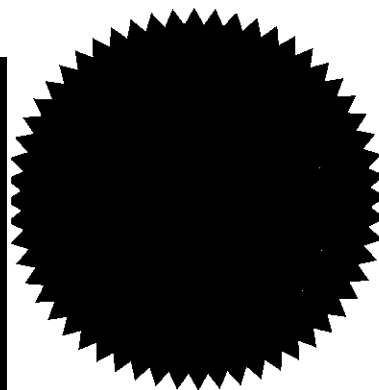
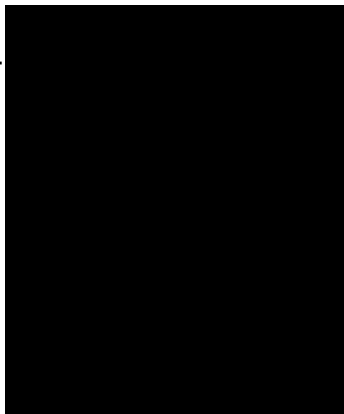
- 8 All outstanding kerbing not completed in Part 1
- 9 Pedestrian ways
- 10 Carriageway wearing course and/or carriageway base course
- 11 Vision splays and verges
- 12 Street lighting and street furniture
- 13 Street name plates
- 14 Road markings
- 15 All other Works described in the Specification and generally shown in accordance with but
not limited to the Drawings

IN WITNESS whereof the parties hereto have caused their respective common seals to be affixed to
this deed the day and year first before written

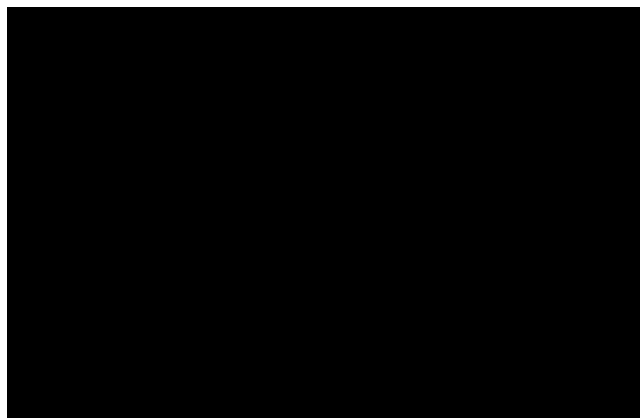
Executed as a DEED by)
and)
attorneys for and acting on behalf of)
Persimmon Homes Limited)
in exercise of the)
powers conferred on them by a)
Power of Attorney made on)
)
in the presence of)



Executed as a DEED by
affixing THE COMMON SEAL
of Hallam Land Management
Limited in the presence of



Executed as a DEED by JAMES BAU)
and DIANA CUMMINGS)
attorneys for and acting on behalf of)
of Taylor Wimpey)
Developments Limited in exercise)
of the powers conferred on them)
by a Power of Attorney made on)
15 July 2016)
both in the presence of)

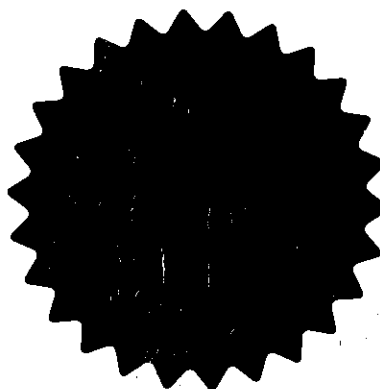


Carly Chapman
Taylor Wimpey UK Limited
600 Park Avenue
Aztec West
Almondsbury
Bristol
BS32 4SD

Executed as a DEED by
affixing THE COMMON
SEAL of Devon County Council
in the presence of

A Duly Authorised Officer

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document number 47514

reference IMR/B08075

ANNEX

Devon County Council Standard Conditions for Private Street Works Licences (Section 50 NRSWA 1991)

- 1 The Licencee shall pay the Street Authority in connection with the grant of the licence
 - a) The applicable fee
 - b) Works in excess of 200 metres in length will be subject to additional Inspection Fees
- 2 When placing new manhole covers the licensee must comply with the following
Covers shall be certificated as complying with BSEN124 and in addition shall provide skid and slip resistance following an accelerated polish test of not less than 40SRV when placed in the footway or 45SRV when the gradient is 10% or greater. When in the carriageway the skid resistance value shall be that required for the site risk rating, advice on this shall be sought from the Area Office
- 3 The Street Authority for the Highway mentioned in Section Two of Form SWL2 hereby grant to the party named in Section One of Form SWL2 (hereinafter called "the Licensee") with the intent that the same shall benefit and run with the property described in Section Two of Form SWL2 hereto Licence under Section 50 of the New Roads Street Works Act 1991 to place and leave in the Highway in the position shown by a red broken line on the plan attached hereto the apparatus (hereinafter referred to as "the Apparatus") short particulars of which are set out in the Section Two of Form SWL2 hereto and to maintain, repair and reinstate the Apparatus and break open and have access to the Highway for those purposes upon the terms and subject to the conditions hereinafter specified and subject also to the relevant conditions and provisions contained in Schedule 3 of the said Act and the Licensee hereby accepts the Licence upon and subject to the said terms, conditions and provisions
- 4 This Licence is granted to the owner of the apparatus and his Successors in Title and where he proposes to part with his interest in the apparatus, he shall before doing so give at least 6 weeks written notice to the Street Authority of the intention to abandon the apparatus or transfer Licence stating to whom the benefit of the Licence is to be transferred, and also give written Notice to the Street Authority of the date of the transfer
- 5 The Licensee shall
 - a) Conduct all the relevant works in accordance with the requirements of the New Roads and Street Works Act 1991, and its associated Secondary Legislation and Codes of Practice
 - b) Indemnify the Street Authority against any claim in respect of injury, damage or loss arising out of
 - i. the placing or presence in the street of apparatus to which the Licence relates, or
 - ii. the execution by any person of any works authorised by the Licence;and the former licences shall indemnify the Street Authority against any claim in respect of the injury, damage or loss arising out of the execution by the Authority to the licences of any works under paragraph
 - c) Give at least 6 weeks written Notice to the Street Authority of his intention to cease using or abandon the apparatus
- 6 Any licence issued under this procedure by the Street Authority must not be construed as conferring any right for the applicant to make any connection to a sewer, drain, pipe, cable or other apparatus

- 7 The licence hereby granted shall remain in force until withdrawn by the Street Authority under Schedule 3 of the New Roads and Street Works Act 1991 or surrendered to the Street Authority by the Licensee

The Licence

- 8 The licence hereby granted shall remain in force until withdrawn by the Street Authority under Schedule 3 of the New Roads and Street Works Act 1991 or surrendered to the Street Authority by the Licensee.
- a) on the expiration of such period as may be specified in the Notice being a period of not less than seven working days beginning with the date of service of the Notice on the Licensee if any condition of this licence is contravened by the Licensee or if the Street Authority becomes aware of the fact that the Licensee intends to cease using or has abandoned the apparatus or intends to do so, or
 - b) the Licensee has parted with or intends to part with his interest in the apparatus in a case where assignment of the licence is prohibited, or
 - c) the Street Authority considers the withdrawal of the licence is necessary for the purposes of the exercise of their function as Street Authority

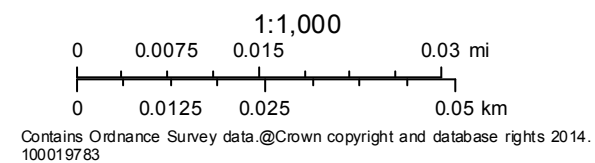
NB: Under sub paragraph (c) not less than 3 months notice will be given by the Street Authority.

Where works cause unnecessary risk or inconvenience to the public the Street Authority reserves the right to suspend or withdrawal the licence with immediate effect pending resolution of all outstanding issues.

- 9 Where a licence expires or is withdrawn or surrendered, the Street Authority
- a) may remove the apparatus to which the licence relates or alter it in such manner as they think fit and reinstate, the street and may recover from the former Licensee the expenses incurred by them in doing so
 - b) if satisfied that the former Licensee can, within such reasonable time as they may specify, remove the apparatus or alter it in such a manner as they may require and reinstate the street, they may authorise him to do so at his own expense. A further licence will be required for such works
- 10 The licence does not confer any right on the Licensee, as against the owner of land on which the Highway is situated, to use the land. The Licensee must make his own arrangements with such owners in cases where their consent is needed.
- 11 It is the duty of the Licensee when executing street works involving
- a) breaking up the street, or any sewer, drain or tunnel under it, or
 - b) tunnelling or boring under the street, to secure that the execution of the works is supervised by a person having prescribed qualification as a supervisor and ensure that all reasonably practicable steps have been taken to ensure that other owners of apparatus likely to be affected by these works have been contacted.
- 12 In this licence the terms
"Licensee" shall include the Successor in Title -Personal Representative -Receiver -Liquidator or Trustee of the Licensee
"Highway" shall include and apply to each and every Highway, when more than one Highway is specified in the Section 2 of Form SWL2 hereto



November 16, 2016



Prospective Residents' Liaison

The developer shall show all proposed positions of lamp columns and other illuminated equipment (signs, bollards etc) on all construction/layout plans (including sales and legal/conveyancing literature) in order that prospective residents are aware that there may be equipment placed adjacent to any given plot or property. Devon County Council will not involve itself in any dispute between the developer and prospective resident. Neither will Devon County Council entertain any request to move or alter any equipment arising from any such dispute arising from the developer not informing the prospective resident of the proximity of any equipment in relation to a plot or property. Where, following complaints or concerns regarding the positioning of any item of streetlighting equipment from residents should arise, the developer will be responsible to fund any necessary works (fitting of shields and or baffles, or if necessary, resiting of equipment following permission from Devon County Council's lighting engineer, deemed necessary to overcome residents concerns.

CONSTRUCTION NOTES.

1. All highway works to be constructed in accordance with the current Highway Authority Design Guide and Specification. All highway works are to be the subject of a Section 38 Agreement of the Highways Act 1980.
2. All public sewers to comply with the requirements of the Water Authorities publication "Sewers for Adoption, 6th Edition + ITA and CESW17" together with any additional specific requirements of the Drainage Authority.
3. All public sewers are to be the subject of a Section 104 Agreement of the Water Industry Act 1991.
4. Positions of all existing sewers to be established before construction commences and details reported to the ENGINEER.
5. Invert levels of existing manholes and sewers are to be checked on site before construction commences and results reported to the ENGINEER.
6. All manhole covers to comply with BS497 Part 1, and be kitemarked.
7. All bedding shall Class S unless noted otherwise. All trenches under existing and proposed public highways are to be backfilled with thoroughly compacted D.O.T. Type 1 sub-base material.
8. Concrete bed and surround is required to pipes laid in roads where depth of cover is less than 1.2m.
9. The use of precast concrete products made with sulphate resisting cement is mandatory, Unless a laboratory report proves such precautions are not required
10. pipes, up to, and including 300mm are to be Vitrified clay to BS EN295 strength:150Ø - FN34, 225Ø & 300Ø - CN120 or UPVC ULTRARIB if approved by the drainage authority.
11. All sewer pipes 375mm diameter and above, to be Concrete Class CN 120 to BS 5911:2002
12. Refer also to Public Sewer Construction Details and Manhole Schedules.

THE CONTRACTOR MUST SUBMIT A PRICED BILL OF QUANTITIES FOR THE ADOPTABLE SEWER WORKS AND ANOTHER FOR THE ADOPTABLE HIGHWAY WORKS PRIOR TO COMMENCEMENT OF WORK ON THE ROADS AND SEWERS.
THE CONTRACTOR MUST SUBMIT AN AS-BUILT SURVEY OF THE ROADS, SEWERS AND HOUSE POSITIONS AND A LIST OF ALL MATERIALS USED IN THE ROAD AND SEWER CONSTRUCTION; INCLUDING SPECIFICATION AND MANUFACTURER (OR SUPPLIER OF BULK MATERIALS) FOR INCLUSION IN THE HEALTH AND SAFETY FILE; WHICH IS NECESSARY TO COMPLETE THE ADOPTION OF THE ROADS AND SEWERS.

SCHEDULE

2 No.of 8m ALC 'DEV8' aluminium post top columns to Devon County Council specification, planted at rear of footpath / services strip, fitted with Lucy 'Trojan' D.P. isolator. Where columns are planted in grass / soft areas, a concrete plinth (Dims 0.5x0.5x0.1m) must be installed around base of column. Columns are not to be painted.

LANTERN

WRTL 3005 500mA 52 LED 80w 9750CW "STELA" post top mounted at 0° tilt, fitted Zodiac SS12 all night mini cell set to switch regime 808 - 35lux ON & 18lux OFF

Streetlight as previously specified on MLR lighting plan Ref:- AW/L/Cranbrook/MLR/1

STREET LIGHTING NOTE:-
DCC will adopt at PART TWO, following a favourable inspection. For prior use of electricity, contact the Regional Electricity Company.

Setting Out

The developer or his site representative shall be responsible for marking all positions for the required streetlighting equipment on site, in readiness for his appointed contractor to install the lighting equipment. If any equipment is found to be located in the incorrect position when the site is inspected by Devon County Council, the developer will be responsible to arrange and fund relocation of the equipment to its position as specified on the original lighting design plan. This is to include any correspondence / negotiations required with any prospective or current residents within the vicinity of the required relocation of equipment.

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The Contractor is to check and verify all building and site dimensions, levels and sewer invert levels at connection points before work starts. The Contractor is to comply in all respects with current Building Legislation, British Standard Specifications, Building Regulations, Construction (Design & Management) Regulations, Party Wall Act, etc. whether or not specifically stated on this drawing. This drawing must be read with and checked against any structural, geotechnical or other specialist documentation provided.

This drawing is not intended to show details of foundations, ground conditions or ground contaminants. Each area of ground relied upon to support any structure depicted (including drainage) must be investigated by the Contractor. A suitable method of foundation should be provided allowing for existing ground conditions. Any suspect or fluid ground, contaminates on or within the ground, should be further investigated by a suitable expert. Any earthwork constructions shown indicate typical slopes for guidance only & should be further investigated by a suitable expert.

Where existing trees are to be retained they should be subject to a full Arboricultural inspection for safety. All trees are to be planted so as to ensure they are a minimum of 5 metres from buildings and 3 metres from drainage and services. A suitable method of foundation is to be provided to accommodate the proposed tree planting.

Sketch proposals are for illustrative purposes only & as such are subject to detailed site investigation including ground conditions/contaminants, drainage, design & planning/density negotiations. Sketch proposals may be based upon enlargements of OS sheets & visual estimations of existing site features, accuracy will therefore need to be verified by survey. Sketch proposals have not been considered in respect of CDM Regulations.

NOTES:

Area of Road for Adoption under Section 38 Agreement

Area of Footpath for Adoption under Section 38 Agreement

Boundary for Adoption under Section 38 Agreement

Road Gully

G	Amended to Persimmon approved layout	12.2.14	CCA
F	Road alignment and drainage amended to Brookbanks "tie in" level information. Gullys added/relocated, road widened at school entrance. Street Light 3-RR3 moved. Adoption boundary amended	29.03.12	SMcQ
E	Street Lighting added, ILs adjusted to latest Brookbanks drawings, adoptable road colour amended.	16.03.12	SMcQ
D	Sewer lengths added, F60 changed to F10(ex).	17.02.12	SMcQ
C	S69 moved, spurs added. Drawing clarity improved. Foul pipes changed to upvc. Note 10 updated.	10.02.12	SMcQ
B	School layout updated, drawing clarity updated.	07.02.12	SMcQ
A	Junction deleted, S69&F62 amended to new junction layout, S38 boundary updated. Colours updated	06.02.12	SMcQ
REV	DESCRIPTION	DATE	INITIAL



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Client:

PERSIMMON HOMES

Project:

CRANBROOK SCHOOL ENTRANCE

Title:

SECTION 38 AGREEMENT LAYOUT

Job No:

ACH5929

Drg No:

260-1

Rev:

G

Drawn:

MGRD

Date:

12.02.2014

Scale:

1:500

Status:

FOR APPROVAL

Checked By:

CCA

Approved By:

SD

Architects

Engineers

Landscape Architects

Service Consultants

Surveyors

Planners

Urban Designers

Project Managers