

S38A/005/BRCL

## MEMORANDUM

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**County Solicitor  
Jan Shadbolt**

**To:**  
Phil Townsend/Jerry Upfield  
Development Control  
Little Moor House

**From:**  
Caroline Davey  
Legal Services  
Room G10

**Copy to:**

Land Charges Team  
Room G15

Tel: 01392 382291  
Email: caroline.davey@devon.gov.uk  
Fax: 01392 382286  
Ref: CTD/B04664  
Date: 29 November 2011

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**RE: CRANBROOK DEVELOPMENT  
SECTION 38 AGREEMENT - MAIN LOCAL ROUTE AND PARSONS LANE  
LINK**

I attach a copy of the Section 38 Agreement for the above which was completed on 2 September 2011.

  
**Caroline Davey  
for County Solicitor**

AN AGREEMENT made the 2nd day of September 2011

**BETWEEN:**

1. **TAYLOR WIMPEY DEVELOPMENTS LIMITED** (Company Number 00643420) whose registered office is at Gate House Turnpike Road High Wycombe Buckinghamshire HP12 3NR ("Taylor Wimpey")
2. **HALLAM LAND MANAGEMENT LIMITED** (Company Number 00643420) whose registered office is at Banner Cross Hall Sheffield S11 9PD ("Hallam")
3. **PERSIMMON HOMES LIMITED** (Company Number 4108747) whose registered office is at Persimmon House Fulford York YO1 4RE ("Persimmon")
4. **DEVON COUNTY COUNCIL** of County Hall, Topsham Road, Exeter EX2 4QD ("Council")

**WHEREAS**

- 1) The Council is the local highway authority
- 2) The Developer and or the Owners are the registered proprietor under Title Numbers DN548989 and DN351615 of the land known as Cranbrook which includes the site of the proposed public highway shown edged in red on the Drawings 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 Developer and/or the 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 to be laid in or under the Works

**"Commencement of Development"** the date on which any material operation (as defined in section 56(4) of the 1990 Act) forming part of the Development begins to be carried out, other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance demolition work archaeological investigations investigations for the purpose of assessing ground conditions remedial work in respect of any contamination or other adverse ground conditions, erection of any temporary means of enclosure the temporary display of site notices or advertisements and similar expressions such as "Commence the Development" shall be interpreted in the same way

**"Development"** means the development of a new community at Cranbrook consisting of 2,900 dwellings schools shops and associated infrastructure permitted under planning permission 7/22/03/P1900/0079 or any variation or renewal thereof together with the construction of various highway works as permitted by planning permissions 10/1848 and 07/0794

**"Developer"** means Persimmon Homes Ltd

**"Drawings"** means annexed drawings 10042-AP-111 Rev. A 10042-AP-112 Rev. B 10042-AP-113 Rev. B and 10042-AP-126 Rev. A signed by or on behalf of the parties hereto and any such amended drawing signed by the Proper Officer

**"Estimated Cost"** is Two Million Two Hundred and Thirty Thousand pounds (£2,230,000) 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 to be issued on satisfactory completion of the Works in accordance with Clause 11

**"Maintenance Period"** means the period specified in clause 9a) of this Agreement between the issue of the Part 2 Certificate and the Final Certificate during which the Developer and/or Owners are responsible for the maintenance of the Roads

**"Owners"** means together Hallam Land Management Ltd and Taylor Wimpey UK Ltd

**"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

**"Programme of Works"** means the programme as to time under which the Works shall be undertaken (including any variation or amendments or amendments thereto as agreed pursuant to clause 2a) of this Agreement )

**"Proper Officer"** means the Executive Director of Environment Economy & Culture 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

**"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

## **2 Developer's Liability**

- a) THE Developer and/or the Owners shall agree in writing the Programme of Works with the Proper Officer prior to the commencement of the Works and amendments required to the Programme of Works or extensions of time to complete the Works shall be agreed in writing with the Proper Officer such approval from the Proper Officer not to be unreasonably withheld or delayed
- b) THE Developer and/ or the Owners shall carry out and complete the Works at their 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 in accordance with the terms of this Agreement and the Part 1 Works and the Part 2 Works shall be shall be completed in accordance with the Programme of Works
- c) THE Developer and/or the Owners 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

## **3 Declaration**

THE Developer and/or Owners hereby declare and warrant 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

#### **4 Statutory Undertakers – Connections to Existing Services**

THE Developer and/or Owners 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 and/or the Owners hereby indemnify 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 and/or Owners 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 and/or Owners shall if requested open up for inspection any portion of the Works or which may be covered up and should the Developer and/or Owners 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 and/or Owners
- b) If any inspection carried out under sub-clause a) of this clause reveals defects in the Works the Developer and/or Owners 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 five working days of receipt of a written request from the Developer and/or Owners to do so

- d) Following any inspection under sub-clause c) of this clause the Council shall within five working days of its inspection notify the Developer and/or Owners 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 and/or Owners shall in each case notify the Council in writing of their completion and within fourteen 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 and/or the Owners

#### **8 Occupation of Buildings**

NO dwelling erected by the Developer and/or the Owners 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 and/or the Owners have 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/or the Owners and from the date thereof

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

- c) the Developer and/or the Owners 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 and/or the Owners 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) for a period of 12 months 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 and/or the Owners shall 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 and/or the Owners have 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 and/or the Owners have delivered to the Proper Officer drawings showing the Works as constructed and
- d) the Roads connect directly to highway maintainable at public expense

the Proper Officer shall issue the Final Certificate to the Developer and/or the Owners and shall if appropriate release the Surety from all liability hereunder

**12 Grants of Rights of Drainage**

On completion of this Agreement the Developer and/or the Owners 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 and/or the Owners 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 and/or the Owners for the issue of a Part 1 Certificate pursuant to this Agreement and within 28 days of written application from the Developer and/or the Owners 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 and/or the Owners 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**

- 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 Ducts shall not impair hinder or prevent the adoption of the Roads as highway maintainable at public expense PROVIDED THAT the CHP Ducts have been laid in accordance with an agreed method and construction and that the Council have inspected the installation and are satisfied with it

### **15 Inspection Fee**

- a) Prior to the commencement of the Works the Developer and/or the Owners shall pay to the Council sixty six thousand nine hundred pounds (£66,900.00) being 3% of the Estimated Costs in respect of the costs incurred by the Council in inspecting the Works
- b) The Developer/ Owner shall pay to the Council sixty six thousand nine hundred pounds (£66,900.00) being 3% of the Estimated Costs in respect of the costs incurred by the Council in inspecting the Works on either completion of one third of



the dwellings and development constructed as part of the Development or nine months after the first payment referred to in clause 15 a) above whichever is the sooner

RECEIPT by the Council of the payment of the sum shall not create any contractual relationship between the Council and the Developer and/or the Owners nor absolve the Developer and/or the Owners 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 and/or the Owners may sustain by reason of insufficient or faulty inspection of the Works by the Council

**16 Determination by the Council**

IF the Developer and/or Owners fail 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 and/or Owners are being wound up or if the Developer and/or Owners enter 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 and/or Owners in respect of such non-performance or non-observance determine this Agreement (except Clause 17 17A and 18) by notice in writing signed by the Proper Officer and delivered to the Developer and/or the Owners 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 and/or the Owners fail to execute or complete the Works in accordance with the Developer's and/or the Owners' obligations hereunder the Council shall after not less than 28 days notice in writing to the Developer and/or the Owners 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 and/or the Owners

**17a Defective or Dangerous Works**

UNTIL the Roads become highway maintainable at the public expense pursuant to this Agreement the Developer and/or the Owners 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 and/or the Owners 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 and/or the Owners

Without prejudice to Clauses 2 and 16 if the Developer and/or the Owners fail 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 and/or the Owners (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 and/or the Owners

#### **18 Bond**

UNLESS otherwise agreed in writing by the Council prior to the commencement of the Works the Owners and the Developer shall deposit with the Council a sum equivalent to the Proper Officer's Estimated Cost of the Works or shall have delivered the bond in a like sum in a form and with a surety approved by the Council which bond shall guarantee to the Council the due performance by the Owners and the Developer of the terms of this Agreement **PROVIDED THAT** if the bond is provided more than six months from the date of this Agreement then the sum secured thereby shall be increased to take account of inflation by a sum which bears the same proportion to the amount of the bond as shall be borne any increase in the BCIS All In Tender Price Index of the Royal Institute of Chartered Surveyors (or in the event of the said Index being discontinued the nearest equivalent Index) to the figures shown therein for the month in which this Agreement is executed such Index figures being the latest figures or provisional figures available at the date on which the bond shall be provided **AND Provided** also that the sum secured by the bond may be reduced by 75% upon issue of the Certificate of Completion

#### **19 Part or Parts**

NOTWITHSTANDING anything hereinbefore contained the Developer and/or the Owners 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 the liability of the Surety shall where appropriate be reduced as may be agreed by the Proper Officer with the Developer and/or the Owners

## **20 Assignment**

THIS Agreement may not be assigned by the Developer and/or Owners without the consent of the Council or the Surety (where appropriate) which consents 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 ("the Expert") appointed jointly by the parties to the dispute ("the 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 Owner or Developer**

Where the expression "Owners" or "Developer" comprises two or more persons or bodies the covenants and agreements expressed herein shall be deemed to have been jointly and

severally made or given with the intention that they shall be jointly and severally binding and if necessary that they shall be jointly and severally enforceable

**23 Interest**

If the Developer and/or Owners 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

**24 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 Developer and/or Owners 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

**25 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

**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

**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

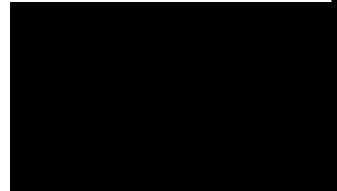
THE COMMON SEAL of )  
DEVON COUNTY COUNCIL was )  
hereunto affixed in the presence of )

County Solicitor/Assistant County Solicitor

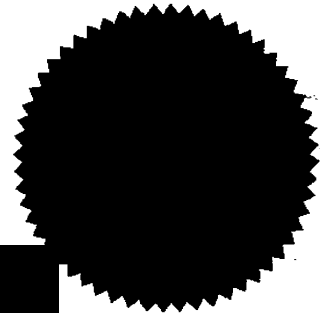
EXECUTED as a DEED by )  
TAYLOR WIMPEY DEVELOPMENTS )  
LIMITED acting by its attorneys )  
in the presence of )

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

Director



Director/Secretary



EXECUTED as a DEED by <sup>CW</sup> )  
PERSIMMON HOMES (SOUTH WEST) )  
LIMITED acting by its attorneys )  
in the presence of )

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

County Solicitor/Assistant County Solicitor

EXECUTED as a DEED by )  
TAYLOR WIMPEY DEVELOPMENTS )  
LIMITED acting by its attorneys )  
in the presence of )

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

Director

Director/Secretary

EXECUTED as a DEED by )  
PERSIMMON HOMES (SOUTH-WEST) )  
LIMITED acting by its attorneys )  
in the presence of )

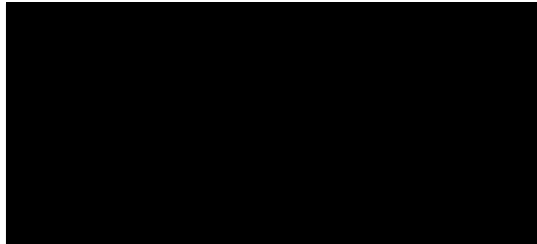


*C. Coombes*  
CARLEY COOMBES  
4 EXETER ROAD  
CULLOMPTON  
DEVON, EX15 1DT

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

County Solicitor/Assistant County Solicitor

EXECUTED as a DEED by )  
TAYLOR WIMPEY DEVELOPMENTS )  
LIMITED acting by its attorneys )  
*DIANA Cummings and* )  
in the presence of *JAMES* )  
*BALL* )



DEBBIE FITZPATRICK  
Taylor Wimpey UK Limited  
600 Park Avenue  
Aztec West  
Bristol  
BS32 4SD

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

Director

Director/Secretary

EXECUTED as a DEED by *CW* )  
PERSIMMON HOMES (~~SOUTH WEST~~) )  
LIMITED acting by its attorneys )  
in the presence of )



- Note:**
- Do not scale from this drawing.
  - This drawing is based on topographical data provided by the client. The client is responsible for the accuracy of the data. The client is also responsible for the accuracy of the data provided by the client. The client is also responsible for the accuracy of the data provided by the client.
  - All materials and workmanship to be in accordance with the Contract. The contractor is responsible for the accuracy of the data provided by the client. The contractor is also responsible for the accuracy of the data provided by the client.
  - The existing services shown on this drawing are not necessarily complete. The contractor is responsible for the accuracy of the data provided by the client. The contractor is also responsible for the accuracy of the data provided by the client.
  - For construction details, see BCL drawing 10042/01/... and BCL drawing 10042/02/... and BCL drawing 10042/03/...
  - For highway layout of Parsons Lane see BCL drawing 10042/04/21.

Rev	Description	By	Check	Date
1	Issue for tender	MD	MD	10/10/10
2	Issue for construction	MD	MD	10/10/10
3	Issue for construction	MD	MD	10/10/10
4	Issue for construction	MD	MD	10/10/10
5	Issue for construction	MD	MD	10/10/10
6	Issue for construction	MD	MD	10/10/10

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 www.brookbanks.com

**EDNC Consortium**  
 East Devon New Community  
 Phase 1 Enabling Works  
 Highway Layout

Scale: 1:100  
 Drawing No: 10042/HL/101  
 Rev: B



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