

Local Land Charges Department  
East Devon District Council  
DX48705  
SIDMOUTH

**County Solicitor**  
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03 March 2014

Dear Sirs

**RE: SECTION 38/278 AGREEMENT  
CRANBROOK PHASE 2 MLR**

I attach copies of:-

1. the Section 38/278 Agreement dated 19 February 2014 between Taylor Wimpey Developments Ltd (1) Hallam Land Management Ltd (2) Persimmon Homes Limited (3) and Devon County Council (4) and
2. the Section 38/278 Agreement dated 6 January 2014 between the same parties

and I would be obliged if you would note these agreements on your register.

Yours faithfully

  
**Caroline Davey**  
for County Solicitor

S38A/007/BRCL

DATED

6<sup>th</sup> January

2014

DEVON COUNTY COUNCIL

and

TAYLOR WIMPEY DEVELOPMENTS LIMITED

HALLAM LAND MANAGEMENT LIMITED

PERSIMMON HOMES LIMITED

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SECTION 38 AND  
278 AGREEMENT

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Relating to Phase 2 Roundabout Works at  
Cranbrook Devon

Ref:

**AN AGREEMENT** made the *6th* day of *January* 201*8*

**BETWEEN**

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

**WHEREAS:**

- A The Council is the Local Highway Authority
- B Hallam Taylor Wimpey and Persimmon (together referred to as "the Owners") are the owners of the land shown at Land Registry under title number **DN640317** known as land on the north side of London Road Rockbears at Cranbrook which includes the site of the proposed highway shown on the Drawings annexed hereto and is desirous of making up the proposed highway so that the same shall 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 unless otherwise shown on the Drawings
- C The Owners are also desirous of making up the proposed highway so as to become highway maintainable at public expense
- D The Owners 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
- E The Council is requiring that the Owners 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 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:

- 1.1 "**Certificate of Completion**" means the Certificate to be issued on satisfactory completion of the Highway Works in accordance with Clause 8
- 1.2 "**CHP Ducts**" means service pipes ducts inspection points and associated infrastructure to be laid in or under the Works or Highway Works
- 1.3 "**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
- 1.4 "**Design Manual**" the "Design Manual for Roads and Bridges" reference HD19/03 published by the Highways Agency and others and any publication which amends or replaces it
- 1.5 "**Drawing**" means the drawing numbered 10222/AP/120 MLR Revision B annexed hereto and signed by or on behalf of the parties hereto and any amended drawings and the detailed drawings to be prepared and agreed prior to commencement of the Highway Works signed by or on behalf of the Proper Officer
- 1.6 "**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 and permission granted in respect of application ED/1752/2013 for a further 590 Dwellings (and associated infrastructure) or any variation or renewal thereof and the construction of highway works as permitted under planning permissions 10/1848 and 07/0784/M/FUL
- 1.7 "**Estimated Cost**" is Three Hundred and Sixty Thousand Pounds (£360,000) being the amount which is in the opinion of the Proper Officer the cost of carrying out the Works and the Highway Works including the Proper Officer's estimated cost of all Statutory Undertakers works that may be necessary or required by the execution of the Highway Works and the Works
- 1.8 "**Final Certificate**" means the certificate issued on satisfactory completion of the maintenance period for the Works or the Highway Works in accordance with Clause 10
- 1.9 "**Highway Works**" means the works to be executed upon the public highway as shown on the Drawings and described in the Schedule



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Proposed Roundabout Layout

- 1.10 **"Programme of Works"** means that referred to in Clause 5(1)
- 1.11 **"Proper Officer"** means the Head of Planning, Transportation and Environment of the Council or such other officer from time to time with responsibility for highways
- 1.12 **"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 Drawing 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
- 1.13 **"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
- 1.14 **"Stage 1, 2, 3 and 4 Safety Audits"** the safety audits so defined in the Design Manual and the Institution of Highways and Transportation's Road Safety Audit guidelines as amended and current at the date of commencement of the Development
- 1.15 **"Statutory Undertaker"** means a "statutory undertaker" as defined in Section 329(1) of the Highways Act 1980 and British Telecommunications plc
- 1.16 **"Traffic Manager"** means the officer appointed by the Council to act as Traffic Manager for the purposes of the Traffic Management Act 2004

## 2 **Owner's/Developer's Liability:**

SUBJECT to the terms conditions agreements and undertakings contained in this Agreement the Owners shall carry out and complete the Highway Works at the Owners' expense in a good and workmanlike manner and with proper materials in accordance in all respects with the Specification and the Drawing 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 within 18 months of the date of their commencement

## 3 **Dedication**

Immediately prior to commencement of the Highway Works the Owners confirm that the land shown shaded grey and green on the Drawing is dedicated (insofar as it is not already so dedicated to the public in perpetuity to form part of the highway maintainable at public expense (subject always to the provisions of this Agreement obliging the Owners to undertake the Highway Works and to maintain the same throughout the Maintenance Period) without the need for any further deed of dedication

#### **4 Highway Works**

THE Owners covenant with the Council that the Owners will at their 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

- 4.1 Not to commence any part of the Highway Works before the detailed drawings 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
- 4.2 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
- 4.3 Execute the Highway Works and works associated therewith expeditiously causing no unnecessary nuisance to the public
- 4.4 Employ a suitably qualified supervisor to oversee the construction of the Highway Works and to act as liaison between the Owners' contractor and the Council
- 4.5 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 Owners and their contractor and they 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
- 4.6 To undertake all the requirements in respect of the execution of the Highway Works under the Construction (Design and Management) Regulations 2007 ("the Regulations") as if the Owners 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 Health and Safety File for the Highway Works
- 4.7 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 Owners shall contact the Council to identify any necessary Traffic Regulation Orders and any other similar changes to the highway subject to statutory publications eg 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)

5 THE Owners covenant to include in the conditions of contract of the contractors (or any sub contractors) engaged to carry out the Highway Works the following clauses:

- 5.1 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 four weeks in advance of the proposed commencement of those works and the approved Programme of Works and method shall be followed at all times
- 5.2 To give the Traffic Manager appropriate notice to comply with the requirements of the Traffic Management Act 2004 of the Owners' intention to commence the Highway Works
- 5.3 All work on the public highway shall be restricted to dates and times agreed in writing by the Proper Officer in order to minimise delay to vehicular traffic
- 5.4 All operations on or affecting the public highway shall be carried out so as to avoid so far as is reasonably practicable 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
- 5.5 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
- 5.6 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
- 5.7 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
- 5.8 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:
  - 5.8.1 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
  - 5.8.2 Traffic cones and cylinders shall comply with the requirements of BS 873 Part 8 Category A Designation 1



- 5.8.3 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
- 5.8.4 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
- 5.8.5 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
- 5.8.6 Roads accesses and rights of way which are being used by construction traffic shall at all times 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
- 5.8.7 The contractor shall at all times 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
- 5.8.8 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 in a position to put into immediate effect any measures considered necessary by the Proper Officer to ensure public safety
- 5.8.9 The contractor shall:
- (a) employ an auditor who meets the qualifying standards of HD19/03 and who will not have been involved in any part of the scheme design to carry out the Stage 1 2 3 and 4 Safety Audits who shall be approved by the Proper Officer (such approval not be unreasonably withheld or delayed) and the said auditor or auditors shall at all times during the Stage 1 2 3 and 4 Safety Audits maintain a public liability insurance policy with a member of the Association of British Insurers for at least £5,000,000
  - (b) provide copies of the Stage 1 and 2 Safety Audit reports to the Proper Officer and any consequent changes or recommendations agreed with the Proper Officer
  - (c) provide a copy of the Stage 3 and 4 Safety Audit reports to the Proper Officer and any recommendations or exception agreed with the Proper Officer and the Owners shall comply with the recommendations of such report to the reasonable satisfaction of the Proper Officer
  - (d) not less than fourteen days before the Highway Works are due to be completed Owners shall ensure that the Stage 3 Safety Audit of the Highway Works is carried out and upon receipt of the safety audit report the Owners shall undertake such

works as are necessary to comply with the recommendations of such report to the reasonable satisfaction of the Proper Officer

- (e) the Owners shall ensure that the Stage 4 Safety Audit is carried out not earlier than 12 months from issue of the Certificate of Completion and not later than 36 months from issue of the Certificate of Completion

6 THE Programme of Works shall include details of:

- 6.1 The sequence in which the Highway Works including temporary highway works or temporary access arrangements shall be undertaken
- 6.2 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
- 6.3 Such additional plans and details as may be required by the Council

7 **Access to the Highway Works and Inspection**

- 7.1 THE Owners shall during the carrying out of the Highway Works give and allow the Proper Officer and any other officer of the Council access to every part of 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 Owners shall if requested open up for inspection any portion of the Highway Works which may be covered up and should the Owners decline to comply with such a request the Council may itself open up 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 Owners
- 7.2 If any inspection carried out under sub-clause 7.1 of this clause reveals defects in the Highway Works the Owners shall carry out remedial works to the satisfaction of the Council
- 7.3 The Council will inspect any remedial works carried out under sub-clause 7.2 of this clause within five working days of receipt of a written request from the Owners to do so
- 7.4 Following any inspection under sub-clause 7.3 of this clause the Council shall within five working days of its inspection notify the 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
- 7.5 Upon practical completion of the Highway Works the Owners shall 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 Highway Works

7.6 In the event of the final inspection revealing any defect or defects in the Highway Works the provisions of sub-clause 7.4 of this clause shall apply as if they related to a final inspection.

## **8 Completion of Highway Works**

ON completion of the Highway Works to the satisfaction of the Proper Officer in all respects the Proper Officer shall issue the Certificate of Completion and from the date thereof the maintenance period for the Highway Works shall commence to run and shall expire not less than twelve months thereafter or upon issue of the Final Certificate, whichever shall be the later

## **9 Obligations During the Maintenance Period for the Highway Works**

DURING the maintenance period for the Highway Works the Owners shall maintain the Highway Works and for the purposes of this clause and for the avoidance of doubt the Owners shall not have any obligations in respect of cyclic maintenance such as sweeping cleansing and provision of street lighting and other functions normally performed by the Council in respect of highway maintained at public expense

## **10 Final Certificate for the Highway Works**

PRIOR to the expiration of the maintenance period for the Highway Works the Owners 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 respective maintenance periods of which they have been notified in writing by the Proper Officer so that) the Highway Works comply with the Specification

**and then provided that**

- 10.1 The Owners have paid to the Council all amounts due to the Council under this Agreement and
- 10.2 Any necessary reinstatement or other works have been completed to the satisfaction in all respects of the Proper Officer

the Proper Officer shall issue a Final Certificate to the Owners in respect of the Highway Works

## **11 Inspection Fee**

- 11.1 Prior to the submission of any plans drawings or Programme of Works the Owners shall pay the Council Twenty Five Thousand Two Hundred Pounds (£25,200) in respect of the costs incurred by the Council in inspecting Highway Works
- 11.2 Receipt by the Council of the payment of the sum shall not create any contractual relationship between the Council and the Owners nor absolve 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 Owners may sustain by reason of insufficient or faulty inspection of the Works by the Council

## **12 Determination by the Council**

IF the 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 Owners are being wound up or if the 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 Owners in respect of such non-performance or non-observance determine this Agreement (except for Clause 13 ) as against such of the Owners guilty of such breach as set out above by notice in writing signed by the Proper Officer and delivered to such of the Owners as is/are guilty of such breach or sent by post to the address stated in this Agreement

## **13 Power to Execute Highway Works in Default**

IF the Owners fail 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 Owners 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 all of the Owners 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 Owners who shall reimburse the Council on demand

## **14 CHP Pipes and Ducts**

- 14.1 The Council hereby confirm that notwithstanding the dedication of land under Clause 3 the Owners their servants or agents shall be permitted to construct install and lay pipes ducts and other similar service media as part of the CHP heating system (and for the avoidance of doubt if any such pipes ducts and service media are already present at the time the land is dedicated under Clause 3 such presence shall not hinder adoption by the Council or the acceptance by the Council of maintenance of the Highway Works at public expense) Provided That in either case such pipes ducts and service media have been laid in accordance with an agreed method and construction and (for the avoidance of doubt) it is further agreed and declared that the CHP Mains shall not be adopted to form part of the highway maintainable at public expense
- 14.2 The Owners shall be responsible for applying for any necessary licences for the installation and retention of any CHP Mains in the highway which is the subject of the Highway Works

## **15 Assignment**

THIS Agreement may not be assigned by the Owners 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

## **16 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

## **17 Bond**

Prior to the commencement of the Highway Works the Owner shall deposit with the Council a sum equivalent to the Proper Officer's Estimated Cost of the Highway Works or 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 Owner of the terms of this Agreement **PROVIDED THAT** if the Bond shall be 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

## **18 Indemnity**

THE Owners 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 Highway Works which are due to any acts or defaults of the Owners or their contractor whether directly or indirectly during the course of 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

## **19 Indemnity - Land Compensation Act 1973**

THE Owners 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 Highway Works and prior to the commencement of 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 **Provided That** the Owners shall be informed of such claims as soon as reasonably practicable following receipt by the Council and shall thereafter be kept informed by the Council of the progress of the claim(s) and be given the opportunity to make representations to the Council before such claim(s) is foreshadowed with the object of minimising the level of the cost outcome of the claim(s)

## **20 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

## **21 Notice**

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

21.1 in the case of the Council to the Head of Planning, Transportation and Environment at  
County Hall Topsham Road Exeter EX2 4QD

21.2 in the case if the Owners at 1 George's Square Bath Street Bristol BS1 6BA

## **22 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

## **23 Costs**

ON completion of this Agreement the Owners shall pay the Council's reasonable costs in connection with the preparation and completion of this Agreement and any subsequent variation of it together with the legal costs associated with Clauses 8 and 12 (issuing of certificates) Owners

WHERE the expression "Owner" 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

## **24 Interest**

IF the Owners fail 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**

**The Highway Works**

As specified on Drawing and all other works as the Proper Officer may reasonably require in connection with the Highway Works for this development

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



)  
)  
)  
*A. J. [Signature]*

DOCUMENT No. 44814 .....

~~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 LIMITED** )  
acting by its attorneys )

in the presence of



**DATED**

**2013**

**DEVON COUNTY COUNCIL**

and

**TAYLOR WIMPEY  
DEVELOPMENTS LIMITED**

**HALLAM LAND MANAGEMENT  
LIMITED**

**PERSIMMON HOMES LIMITED**

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**SECTION 38 AND  
278 AGREEMENT**

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**Relating to Phase 2  
Roundabout Works at  
Cranbrook Devon**

**Ref:**