

DATED

2nd October

2015

CAVANNA HOMES (SOUTH WEST) LIMITED

- and -

THE COUNCIL OF THE
BOROUGH OF TORBAY

- and -

LLOYDS BANK PLC

and

MD INSURANCE SERVICES LIMITED

AGREEMENT

under Section 38 of the Highways Act 1980
and Section 33 of the
Local Government (Miscellaneous
Provisions) Act 1982
in connection with
street works at
Hollyhock Way and Meadowsweet Lane (Fusion B)
off Parkbay Avenue, Paignton
in the Borough of Torbay

THIS AGREEMENT made the 2nd October day of Two Thousand and Fifteen BETWEEN Cavanna Homes (South West) Limited a company registered in England and Wales under Company Number 4228424 and whose registered office is at Cavanna House, Riviera Park, Nicholson Road, Torquay, Devon, TQ2 7TD ("the Developer") of the first part THE COUNCIL OF THE BOROUGH OF TORBAY of the Town Hall Castle Circus Torquay TQ1 3DR ("the Council") of the second part Lloyds Bank PLC a company registered in England and Wales under Company Number 00002065 and whose registered office is at 25 Gresham Street, London, EC2V 7HN ("the Mortgagee") of the third part and MD Insurance Services Limited incorporated and registered in England and Wales with company number 03642459 whose registered office is at 2 Shore Lines Building, Shore Road, Birkenhead, Wirral CH41 1AU ("the Surety") of the fourth part

WHEREAS:

- (1) THE Council is the Local Highway Authority
- (2) THE Developer is the estate owner in fee simple absolute in possession of the land to the South West of Brixham Road and land at Yannon Farm, Paignton which is registered at Land Registry under Title Numbers DN168569 and DN354259 and which includes the site of the proposed road or roads which is shown edged green on the Drawing numbered P9791/H100 rev L and annexed hereto which includes within such edging the site of the proposed Road or Roads which are shown coloured pink on the Drawing numbered P791/H108 rev E and annexed hereto and all other land required for the works hereinafter referred to and is desirous of making up the Road or Roads so that the same shall become a highway or highways maintainable at

the public expense

(3) THE Developer has requested that when the works hereinafter referred to for the making up of the Road or Roads have been executed and maintained as hereinafter appearing the Council shall undertake the maintenance of the Road or Roads as a highway or highways maintainable at the public expense which the Council has agreed to do upon the terms and conditions hereinafter appearing

(4) The Mortgagee is the registered proprietor of the charge dated 1 July 2014 referred to in entry no 8 and 9 of the charges register of Title number DN168569 and has agreed to enter into this agreement to grant the consent contained in clause 25.

NOW in pursuance of Section 38 of the Highways Act 1980 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as follows :-

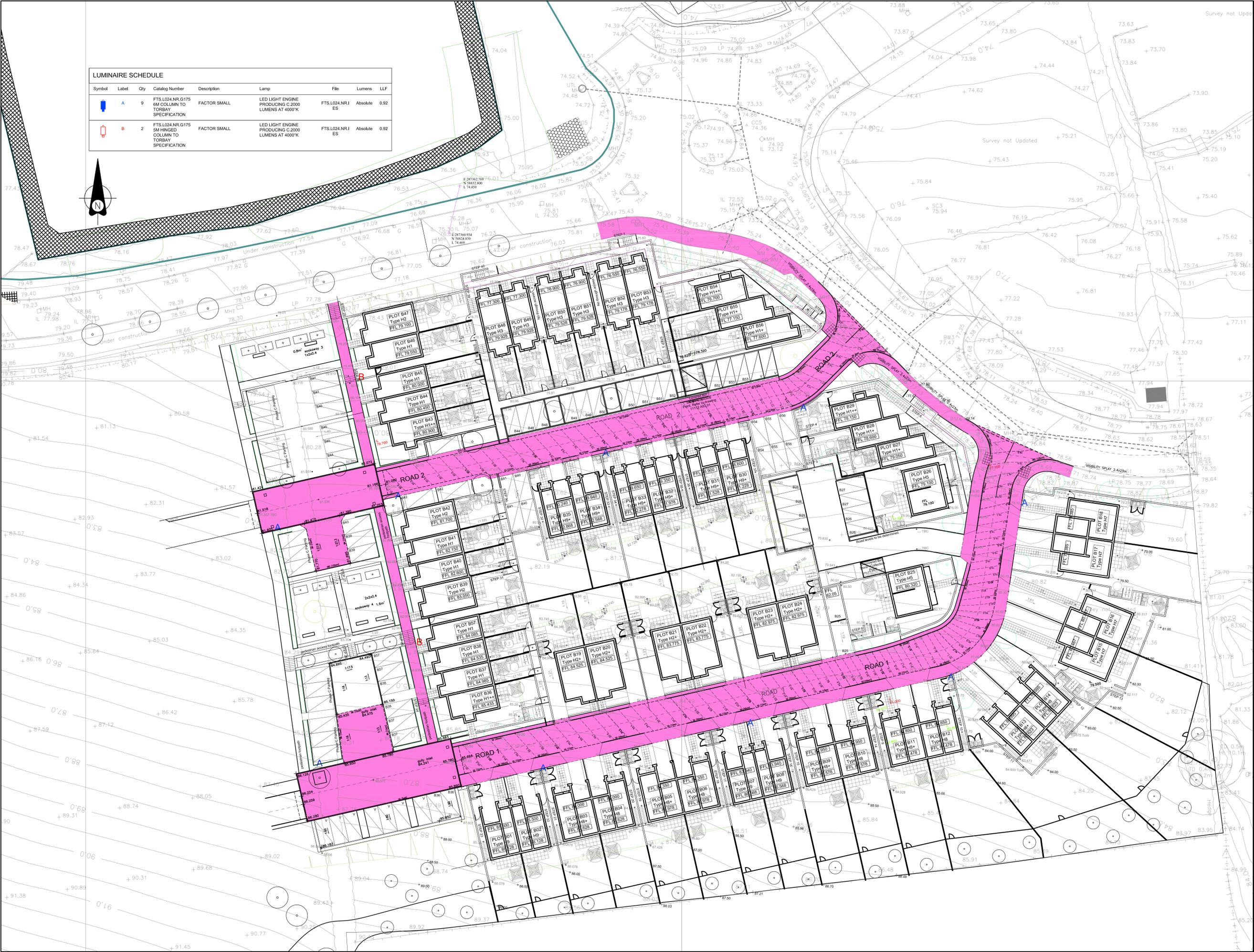
1. Interpretation:

IN this Agreement where the context so admits:

the "**Drawings**" mean the Drawings numbered

- (a) P9791/H100 rev L
- (b) P9791/H108 rev E
- (c) P9791/H101 rev D
- (d) P9791/ H102 rev B
- (e) P9791/ H103 rev A
- (f) P9791/ H104 rev A
- (g) P9791/ H109 rev E

Symbol	Label	Qty	Catalog Number	Description	Lamp	File	Lumens	LLF
	A	9	FTS.L024.NR.G175 6M COLUMN TO TORBAY SPECIFICATION	FACTOR SMALL	LED LIGHT ENGINE PRODUCING C.2000 LUMENS AT 4000°K	FTS.L024.NR.I ES	Absolute	0.92
	B	2	FTS.L024.NR.G175 5M HINGED COLUMN TO TORBAY SPECIFICATION	FACTOR SMALL	LED LIGHT ENGINE PRODUCING C.2000 LUMENS AT 4000°K	FTS.L024.NR.I ES	Absolute	0.92



NOTES

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CONTRACTORS MUST CHECK ALL DIMENSIONS ON SITE. ONLY FIGURED DIMENSIONS ARE TO BE WORKED FROM. DISCREPANCIES MUST BE REPORTED IMMEDIATELY TO JUBB CONSULTING ENGINEERS LIMITED BEFORE PROCEEDING.

THIS DRAWING MUST BE READ IN CONJUNCTION WITH THE CURRENT ENGINEERING SPECIFICATIONS AND RISK ASSESSMENTS.

ALWAYS CHECK FOR LATER REVISIONS OF THIS DRAWING.

THE CONTRACTOR IS TO REFER TO THE SPECIFICATION, FULL SCHEDULE OF RESIDUAL RISKS IN THE CONTRACT DOCUMENTATION AND ALSO TO INFORMATION FROM OTHER DESIGNERS, IN PARTICULAR THE M&E CONSULTANT REGARDING EXISTING LIVE SERVICES.

LEGEND

PROPOSED ADOPTABLE HIGHWAY

REV	DATE	DESCRIPTION	DRN/CHK/APP'D
D	28.04.13	Adoption limits amended to include permanent turning heads at request of Torbay Council Highways Dept.	S.H
C	21.01.14	Adoption limits amended at request of Torbay Council Highways Dept. 19/11/13.	S.H
B	12.08.13	Adoptable footpaths added at Contractor request.	S.H
A	22.07.13	ORIGINAL ISSUE	DRN/CHK/APP'D

Issue Status	CONCEPT	CONSTRUCTION
<input checked="" type="checkbox"/>	PRELIMINARY	H&S FILE ISSUE
<input type="checkbox"/>	TENDER	REPORT

Project
**YANNONS FARM
RESIDENTIAL B**

Detail
**PRELIMINARY HIGHWAY &
LEVELS LAYOUT**

Client/Architect
CAVANNA HOMES

Scale @ A0
1:200

Project Ref
F9791

Drawing No
H108

Rev
E

JUBB
CONSULTING ENGINEERS LIMITED

CIVIL
STRUCTURAL
ENVIRONMENTAL

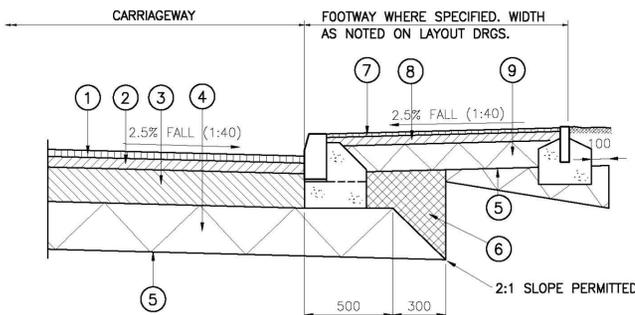
TRAFFIC
HIGHWAYS
GEOTECHNICAL

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PLYMOUTH
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E-MAIL: PLYMOUTH@JUBB.CO.UK



CARRIAGEWAY CONSTRUCTION - SECTION 38
1:20

- 1 SMA 10 SURF 40/60
35MM SMA SURFACE COURSE TO BS EN 13108:PART 4:2006
10MM NOMINAL SIZE AGGREGATE PRE-COATED CHIPPINGS.
BITUMEN BINDER TO BE 40/60 PEN.
MINIMUM POLISHED STONE VALUE 60 PSV
- 2 AC 20 BIN 40/60
50MM DENSE BINDER COURSE BITUMEN MACADAM TO BS EN 13108:PART 1:2006
0/20MM DENSE BINDER COURSE
BITUMEN BINDER TO BE 40/60 PEN.
- 3 AC 40 BASE 40/60
80MM DENSE ROAD BASE BITUMEN MACADAM TO BS EN 13108:PART 1:2006
0/40MM DENSE BASE COURSE
BITUMEN BINDER TO BE 40/60 PEN.
- 4 SUB-BASE + CAPPING LAYER
150MM MINIMUM THICK GRANULAR MATERIAL TYPE 1 TO DOT SPECIFICATION CLAUSE 803.
GRANULAR MATERIAL LAID IN ACCORDANCE WITH DOT SPECIFICATION CLAUSE 802.

300MM THICK GRANULAR MATERIAL TYPE 6F2 TO DOT SPECIFICATION.
GRANULAR MATERIAL LAID IN ACCORDANCE WITH CLAUSE 802 DOT SPECIFICATION CLAUSE 612.

SUB-BASE THICKNESS TO BE SUBJECT TO AN ASSESSMENT OF CBR VALUES
TAKEN AT FORMATION LEVEL.
- 5 PREPARATION OF SURFACE TREATMENT OF FORMATION TO CLAUSE 616 DOT SPEC.
GEOTEXTILE LAYER 'LOTRAK 25R' OR SIMILAR APPROVED TO BE LAID OVER FORMATION
IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS
- 6 BACKFILL OF SUB BASE TYPE 1 WHERE UNDER FOOTWAY OR SUITABLE GRANULAR
MATERIAL WHERE UNDER VERGE. ALL WELL COMPACTED.

CARRIAGEWAY SURFACE COURSE OVERLAY

- 1A SMA 10 SURF 40/60
35MM SMA SURFACE COURSE
MINIMUM POLISHED STONE VALUE 60PSV
HIGH FRICTION SURFACING ADDED WHERE REQUIRED
PRIOR TO LAYING THE NEW SURFACE COURSE ON SCARIFIED PAVEMENT, THE SURFACE
SHALL BE MECHANICALLY CLEANED AND A TACK COAT OR A PROPRIETARY BOND COAT
COMPATIBLE WITH THE THIN SURFACE COURSE

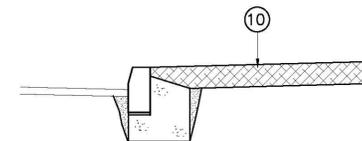
FOOTWAY CONSTRUCTION

- 7 AC 6 SURF 160/220
20MM DENSE SURFACE COURSE TO BS EN 13108:PART 1:2006
0/6MM DENSE SURFACE COURSE
- 8 AC 20 BIN 160/220
60MM DENSE BINDER COURSE BITUMEN MACADAM TO BS EN 13108:PART 1:2006
0/20MM DENSE BINDER COURSE
- 9 150MM THICK GRANULAR MATERIAL TYPE 1 TO DOT SPECIFICATION FOR HIGHWAY WORKS,
CLAUSE 803. GRANULAR MATERIAL LAID IN ACCORDANCE WITH DOT SPECIFICATION FOR
HIGHWAY WORKS, CLAUSE 802.

MINIMUM POLISHED STONE VALUE 55PSV

FOOTWAY SURFACE COURSE OVERLAY

- 7 AC 6 SURF 160/220
20MM DENSE SURFACE COURSE TO BS EN 13108:PART 1:2006
0/6MM DENSE SURFACE COURSE
PRIOR TO LAYING THE NEW SURFACE COURSE ON SCARIFIED PAVEMENT, THE SURFACE
SHALL BE MECHANICALLY CLEANED AND A TACK COAT OR A PROPRIETARY BOND COAT
COMPATIBLE WITH THE THIN SURFACE COURSE



VERGE CONSTRUCTION
1:20

- 10 MIN. 150mm THICK TOP SOIL & SEEDING TO SURROUNDING COUNTY COUNCIL SPECIFICATION

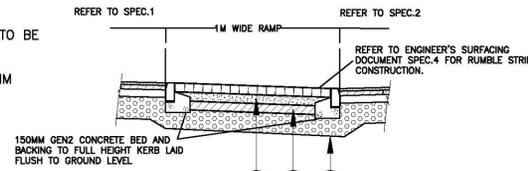
RUMBLE STRIP DETAIL

1:20

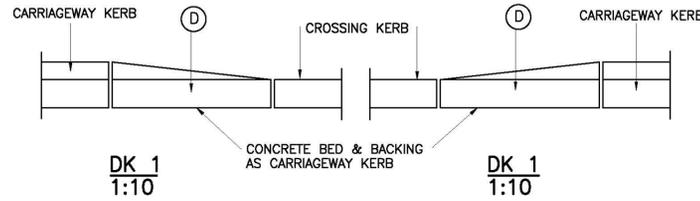
- 23 100x100x100MM SILVER GREY COUNTRYSETTS BY CHARCON OR SIMILAR APPROVED TO BE
AGREED BY ARCHITECT AND LOCAL HIGHWAY AUTHORITY.
- 24 JOINTS TO 6-10MM POINTED IN CLASS 1 MORTAR. SETTS TO BE BEDDED ON 150MM
MINIMUM ST4 CONCRETE.
- 25 AC 32 BASE 40/60
100MM DENSE ROAD BASE BITUMEN MACADAM TO BS EN 13108:PART 1:2006
0/32MM DENSE BASE COURSE
BITUMEN BINDER TO BE 40/60 PEN.
- 26 300MM MINIMUM THICK GRANULAR MATERIAL TYPE 1 TO DOT SPECIFICATION
CLAUSE 803. GRANULAR MATERIAL LAID IN ACCORDANCE WITH DOT SPECIFICATION
CLAUSE 802.

OR
SUB-BASE + CAPPING LAYER
150MM MINIMUM THICK GRANULAR MATERIAL TYPE 1 TO DOT SPECIFICATION CLAUSE 803.
GRANULAR MATERIAL LAID IN ACCORDANCE WITH DOT SPECIFICATION CLAUSE 802.

PLUS
350MM THICK GRANULAR MATERIAL TYPE 6F2 TO DOT SPECIFICATION.
GRANULAR MATERIAL LAID IN ACCORDANCE WITH CLAUSE 802 DOT SPECIFICATION CLAUSE 612.
- 27 PREPARATION OF SURFACE TREATMENT OF FORMATION TO CLAUSE 616 DOT SPEC.
GEOTEXTILE LAYER 'LOTRAK 25R' OR SIMILAR APPROVED TO BE LAID OVER FORMATION
IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS

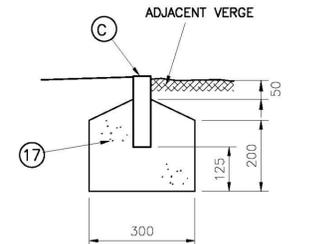


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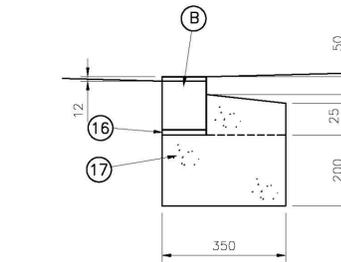


KERB DETAILS:

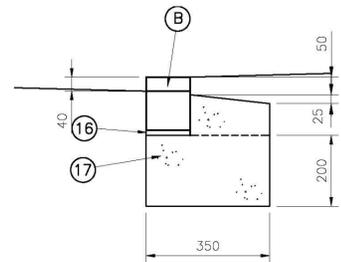
- 16 15mm DESIGNATION (i) MORTAR TO CLAUSE 2404 DOT SPECIFICATION.
- 17 CONC. BASE & BACKING ST4
NOTE: ALL PC KERBS TO BS EN 1340:2003.
- A 255 x 125 HALF BATTER KERB TYPE HB2. TO BS EN 1340 : 2003 PART 1
- B 125 x 255 SQUARE EDGE KERB TYPE SQ.
- C 150 x 50 FLAT TOP EDGING TYPE EF
- D DROPPER KERB TYPE 1 HALF BATTER TO BULLNOSE:
TYPE DR1 OR DL1.



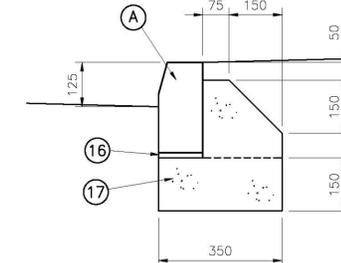
EDGINGS
1:10



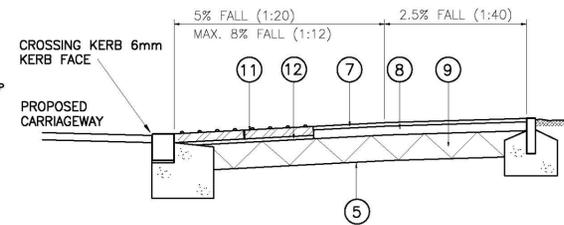
CROSSING KERB
1:10



KERB TO CARRIAGEWAY
1:10

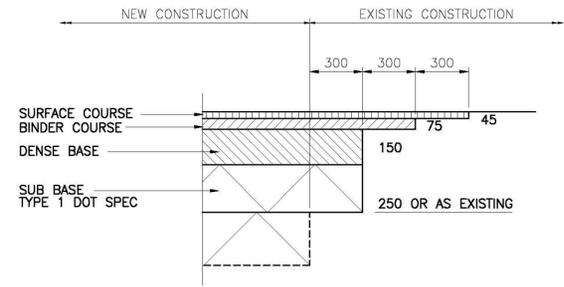


KERB TO CARRIAGEWAY
1:10



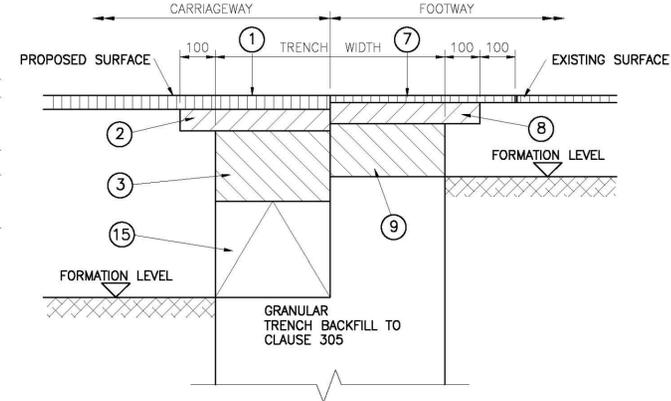
TACTILE PAVING CONSTRUCTION AT CROSSING POINTS
1:20

- 11 400x400x65mm THICK TACTILE BLISTER PAVING SUPPLIED BY MARSHALLS OR SIMILAR
APPROVED. BUFF COLOUR TO BE APPROVED BY LOCAL HIGHWAY AUTHORITY.
THE TACTILE PAVING SHALL BE ALIGNED WITH THE "DIRECTION OF THE CROSSING".
12. 30MM SAND BED (WHEN COMPACTED). BEDDING SHALL BE NATURALLY OCCURRING SILICA
SAND, FREE OF DELETERIOUS SALTS AND CONTAMINANTS, WITH PARTICLES OF A ROUNDED
OR SUB-ROUNDED SHAPE



NEW CONSTRUCTION TIE-IN WITH EXISTING CONSTRUCTION
1:20

13. FOR LONGITUDINAL JOINTS STEP WIDTHS 300mm;
FOR TRANSVERSE JOINTS AT TIE-INS, STEPS TO BE 1000mm LONG.
14. METHOD OF CONSTRUCTION SHALL BE AS FOLLOWS:
i) THE EXISTING PAVEMENT OF THE TIE-IN IS TO BE BROKEN OUT DOWN TO THE
SURFACE OF THE PAVEMENT COURSE AT OR BELOW THE DEPTH NECESSARY TO
ACCOMMODATE THE NEW SURFACE & BINDER COURSES. WHERE EXISTING SURFACING
COURSES ARE DEEPER THAN THOSE PROPOSED, REGULATING WILL BE CARRIED
OUT PRIOR TO LAYING, TO PERMIT NEW BINDER & SURFACE COURSES TO BE LAID
TO THE SPECIFIED DEPTHS.
ii) PRIOR TO LAYING THE NEW BINDER COURSE OR SURFACE COURSE ON THE
EXISTING PAVEMENT, THE SURFACE SHALL BE BRUSHED CLEAN & A TACK COAT
APPLIED.
iii) ALL VERTICAL JOINTS TO BE COATED WITH ASPHALT CEMENT (HOT BITUMEN)
PRIOR TO THE LAYING OF THE NEW SURFACE & BINDER COURSES.



TRENCH REINSTATEMENT-EXISTING HIGHWAY
1:10

- 15 250mm MIN. THICKNESS GRANULAR SUB-BASE MATERIAL TYPE 1 CLAUSE 803 DOT
SPEC. THICKNESS TO BE INCREASED WHERE EXISTING ROAD CONSTRUCTION IS
GREATER THAN 450mm.

NOTES

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ENGINEERS LTD.
ALWAYS CHECK FOR LATER REVISIONS OF THIS
DRAWING.

1. ALL WORK TO BE IN ACCORDANCE WITH THE
CURRENT DOT SPECIFICATION FOR HIGHWAY
WORKS 6
2. THIS DRG. TO BE READ IN CONJUNCTION WITH
THE JUBB CONSULTING ENGINEERS LIMITED
SURFACING SPECIFICATION LAYOUT P9791 H105
& SPECIFICATION DOCUMENT H104.

B	14:08:13	Amended as required.	S.H		
A	05:07:13	ORIGINAL ISSUE.	S.H		
REV	DATE	DESCRIPTION	DR'N	CHK'G	APP'D ENG

Issue Status	
<input type="checkbox"/> CONCEPT	<input type="checkbox"/> CONSTRUCTION
<input type="checkbox"/> PRELIMINARY	<input type="checkbox"/> H&S FILE ISSUE
<input type="checkbox"/> TENDER	<input type="checkbox"/>

Project
**YANNONS FARM
RESIDENTIAL B**

Detail
**ROAD CONSTRUCTION
DETAILS**

Client/Architect
CAVANNA HOMES (SW LTD)

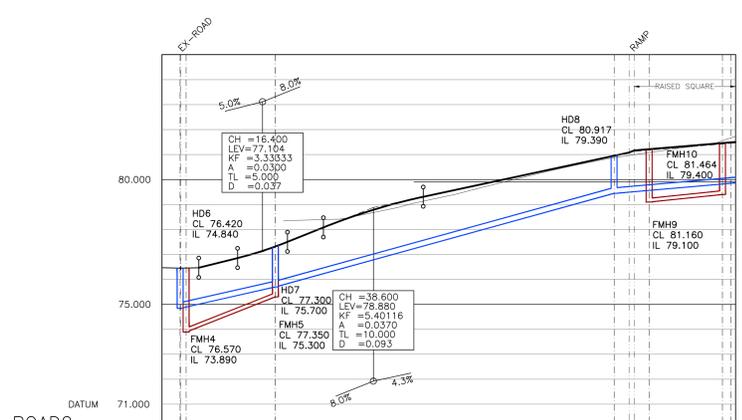
Scale
AS SHOWN

Project Ref **P9791** Drawing No **H102** Rev **B**

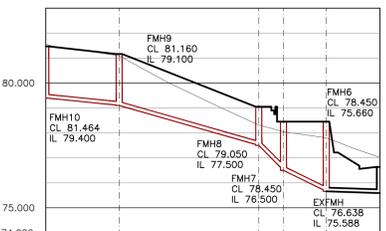
JUBB
CONSULTING ENGINEERS LIMITED

CIVIL STRUCTURAL ENVIRONMENTAL	TRAFFIC HIGHWAYS GEOTECHNICAL
BRISTOL TEL 0117 922 6386 FAX 0117 922 6813 E.MAIL: BRISTOL@JUBB.UK.COM	FARNBOROUGH TEL 01252 551020 FAX 01252 551025 E.MAIL: FARNBOROUGH@JUBB.UK.COM
CARDIFF TEL 02920 524444 FAX 02920 524445 E.MAIL: CARDIFF@JUBB.UK.COM	PLYMOUTH TEL 01752 797000 FAX 01752 797001 E.MAIL: PLYMOUTH@JUBB.UK.COM

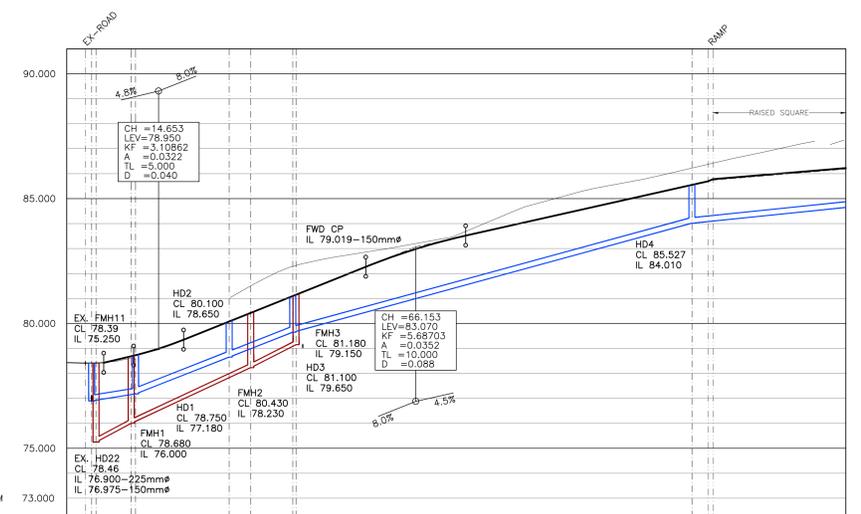
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CHAINAGE	EXISTING GROUND LEVEL	ALIGNMENT LEVEL	VERTICAL ALIGNMENT	HORIZONTAL ALIGNMENT	LEFT HAND CHANNEL	RIGHT HAND CHANNEL	FOUL WATER SEWER	HIGHWAY DRAIN
0.000	76.451	76.467	C= 5.000% L= 20.0	R= 10.000			150mm VC FWS 1/12.6	225mm VC HD 1/21.6
3.650	76.451	76.467			76.307			
10.000	76.451	76.467			76.307			
15.000	76.451	76.467			76.307			
20.000	76.451	76.467			76.307			
21.716	76.451	76.467			76.307			
28.000	76.451	76.467			76.307			
30.000	76.451	76.467			76.307			
35.000	76.451	76.467			76.307			
40.000	76.451	76.467			76.307			
45.000	76.451	76.467			76.307			
48.000	76.451	76.467			76.307			
50.000	76.451	76.467			76.307			
60.000	76.451	76.467			76.307			
70.000	76.451	76.467			76.307			
80.000	76.451	76.467			76.307			
90.000	76.451	76.467			76.307			
100.000	76.451	76.467			76.307			
110.000	76.451	76.467			76.307			
111.139	76.451	76.467			76.307			



CHAINAGE	EXISTING GROUND LEVEL	PROPOSED GROUND LEVEL	FOUL WATER SEWER
0.000	81.566	81.365	150mm VC FWS 1/49.0
5.000	81.341	81.342	
10.000	81.227	81.232	
15.000	81.056	80.789	150mm VC FWS 1/17.5
20.000	80.509	80.394	
25.000	79.968	79.912	
30.000	79.491	79.412	
35.000	79.015	79.006	
40.000	78.558	78.450	
45.000	78.190	78.450	
50.000	77.823	77.823	
55.000	77.455	77.455	
60.000	77.087	77.087	



CHAINAGE	EXISTING GROUND LEVEL	ALIGNMENT LEVEL	VERTICAL ALIGNMENT	HORIZONTAL ALIGNMENT	LEFT HAND CHANNEL	RIGHT HAND CHANNEL	FOUL WATER SEWER	HIGHWAY DRAIN
0.000	78.429	78.424	C= 4.783% L= 20.9	R= 10.000			150mm VC FWS 1/8.5	225mm VC HD 1/30.9
3.653	78.429	78.424			78.424			
6.747	78.429	78.424			78.424			
10.000	78.429	78.424			78.424			
12.334	78.429	78.424			78.424			
15.000	78.429	78.424			78.424			
20.000	78.429	78.424			78.424			
30.000	78.429	78.424			78.424			
31.958	78.429	78.424			78.424			
40.000	78.429	78.424			78.424			
43.274	78.429	78.424			78.424			
50.000	78.429	78.424			78.424			
56.153	78.429	78.424			78.424			
60.000	78.429	78.424			78.424			
65.000	78.429	78.424			78.424			
70.000	78.429	78.424			78.424			
75.000	78.429	78.424			78.424			
80.000	78.429	78.424			78.424			
90.000	78.429	78.424			78.424			
100.000	78.429	78.424			78.424			
110.000	78.429	78.424			78.424			
120.000	78.429	78.424			78.424			
130.000	78.429	78.424			78.424			
140.000	78.429	78.424			78.424			
150.000	78.429	78.424			78.424			
152.295	78.429	78.424			78.424			

REV	DATE	DESCRIPTION	DRN	CHK	POST
D	17.09.13	Foul sewer inspection FMH10- FMH6 added.		SH	
C	13.08.13	Square positions amended, levels adjusted to wall.		SH	TA
B	28.07.13	Proposed drainage added.		SH	TA
A	26.06.13	ORIGINAL ISSUE		SH	TA

Issue Status	CONCEPT	CONSTRUCTION
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Project
YANNONS FARM RESIDENTIAL B

Detail
LONGITUDINAL SECTIONS LAYOUT

Client/Architect
CAVANNA HOMES

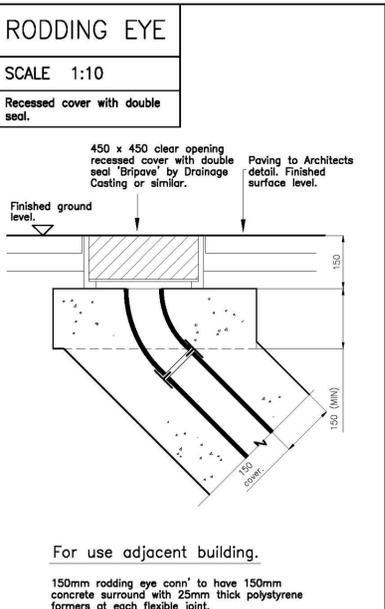
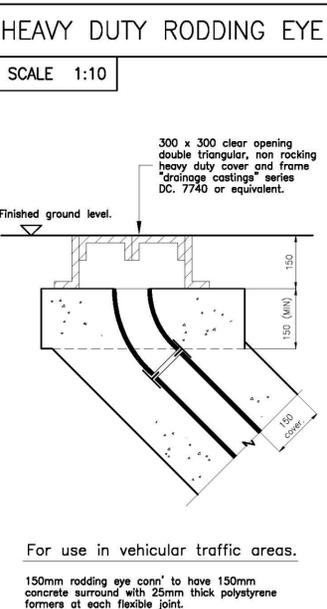
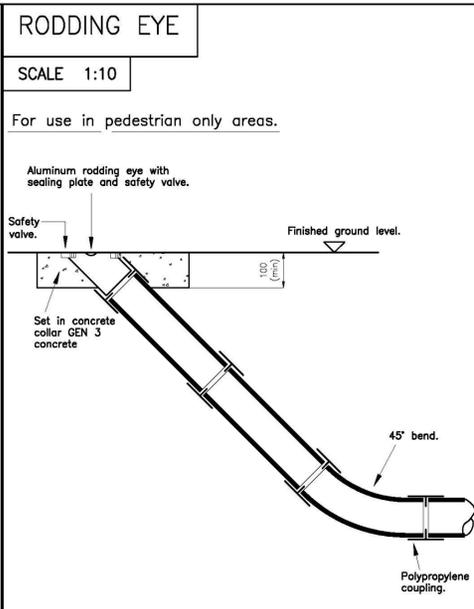
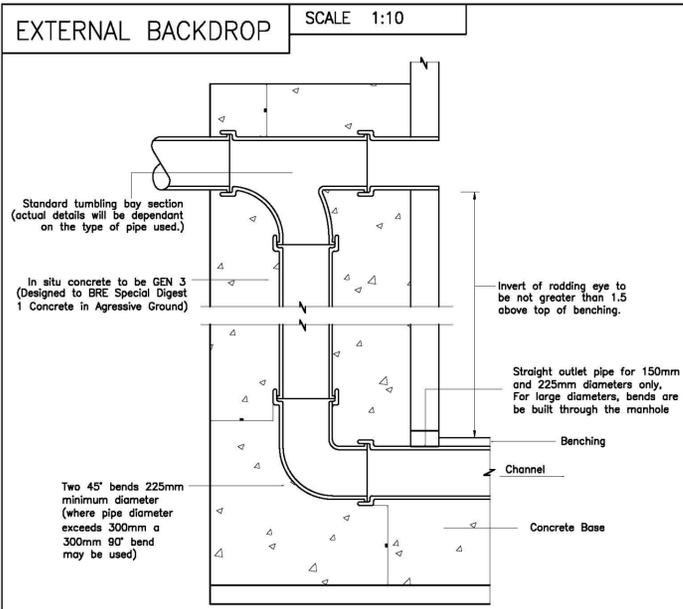
Scale @ A0
1:5000 1:1000

Project Ref: **F9791** Drawing No: **H101** Rev: **D**

JUBB
 CONSULTING ENGINEERS LIMITED

CIVIL, STRUCTURAL, ENVIRONMENTAL
 TRAFFIC, HIGHWAYS, SECTECHANICAL

BRISTOL: TEL: 0117 922 6288, FAX: 0117 922 6813, EMAIL: BRISTOL@JUBB.CO.UK
 FARNBOROUGH: TEL: 01252 521620, FAX: 01252 521620, EMAIL: FARNBOROUGH@JUBB.CO.UK
 CARDIFF: TEL: 02920 524444, FAX: 02920 524445, EMAIL: CARDIFF@JUBB.CO.UK
 PLYMOUTH: TEL: 01752 933000, FAX: 01752 933000, EMAIL: PLYMOUTH@JUBB.CO.UK



- NOTES:**
- To be read in conjunction with Engineer's current drainage layouts P9791_H100.
 - All levels are related to Ordnance Survey.
 - The planning, design and construction of sewers shall be carried out in accordance with 'Sewers for Adoption' 6th Edition, a design and construction guide for developers, the Civil Engineering Specification for the Water Industry 6th edition and South West Water amendments to CESWI dated may 1999.
 - The minimum size of sewer where guide bars, safety chains, or other safety devices are required in manholes shall be 375mm in diameter.
 - All type A, B and E manholes should have a concrete surround. Concrete rings shall be sealed using 'Tokstrip' and lifting eyes pointed with resin modified mortar.
 - Compliance with Health and Safety matters on any trench/manhole is obligatory and a permit to enter a confined space is required when connecting site drainage to existing public sewerage system. A permit to enter a confined space will be obtained from SWW Ltd prior to the works commencing on any public sewerage system. Contractor to provide Method Statement and approval prior to the works commencing on any public sewerage system.
 - Manhole covers and frames shall be ductile iron with a minimum square opening of 675x675mm. Covers shall be double triangle for 675mm square openings and be provided with loose bolted connections. All manhole frames shall typically be 150mm deep but in all cases shall comply with CESWI at 5.2.32 & Table 5.7 (SFA6 page 124). The manhole frames shall be bedded on resin modified mortar.
 - Manhole covers shall be marked FW for foul water manholes and SW for surface water manholes.
 - The use of ladders or steps in manholes, wet wells and valve chambers shall comply with the following: Steel plastic encapsulated MH single steps shall not be used in manholes of a greater depth than 1m. Steel plastic encapsulated double steps (polypropylene encapsulated type to comply with wia 4-33-01) may be provided in manholes up to 3m in depth. Ladders shall be provided in accordance with BS 4211 in MHS between 3.0m & 6.0m deep. MHS greater than 6.0m deep shall be specially designed and have intermediate landings. Access holes in intermediate landings shall be provided with galvanized mild steel gratings to prevent persons falling through. The design of deep manholes shall permit the use of a winch or lifting gear mounted at ground level in case of emergencies.
 - Only low carbon steel or stainless steel ladders for vertical fixing to manholes will be acceptable.
 - Proposed adoptable sewers are only permitted to have other sewer/gully connections and other services laid at an angle of between 45 degrees and 90 degrees across the line with a vertical clearance in excess of 300mm.
 - All ironwork to be kite marked by BSI or certified by equal inspection authority.
 - Red coloured plastic marker tape at least 150mm wide shall be laid at a minimum of 200mm above the soffit of pipe. The tape shall be printed with the words 'GRAVITY SEWER' in bold capital letters throughout its length and at intervals not exceeding 700mm and shall incorporate a corrosion resistant tracing system for non metallic pipes.
 - Backdrops shall be a minimum of 1.0m in height. Maximum 1.5m above benching.

NOTES:

(C) THIS DRAWING IS COPYRIGHT

CONTRACTORS MUST CHECK ALL DIMENSIONS ON SITE. ONLY FIGURED DIMENSIONS ARE TO BE WORKED FROM. DISCREPANCIES MUST BE REPORTED IMMEDIATELY TO JUBB CONSULTING ENGINEERS LIMITED BEFORE PROCEEDING.

THE CONTRACTOR IS TO REFER TO THE SPECIFICATION, FULL SCHEDULE OF RESIDUAL RISKS IN THE CONTRACT DOCUMENTATION AND ALSO TO INFORMATION FROM OTHER DESIGNERS, IN PARTICULAR THE M&E CONSULTANT REGARDING EXISTING LIVE SERVICES.

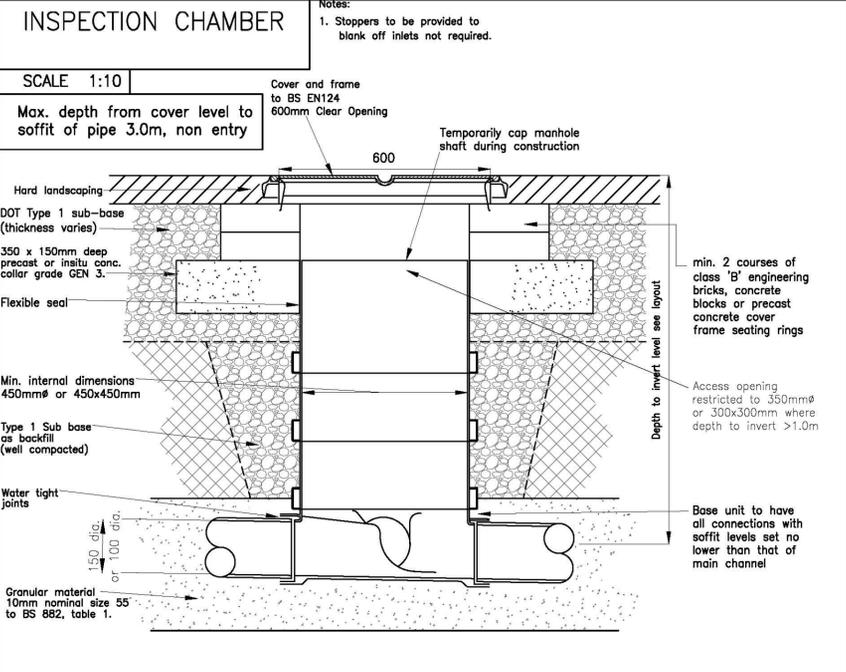
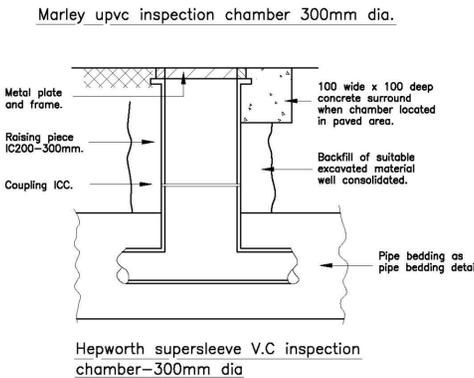
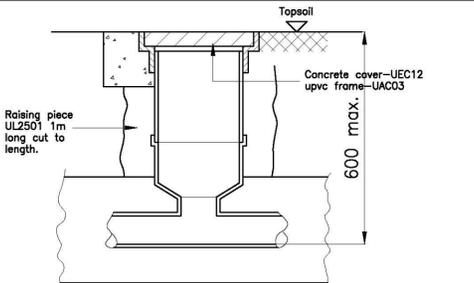
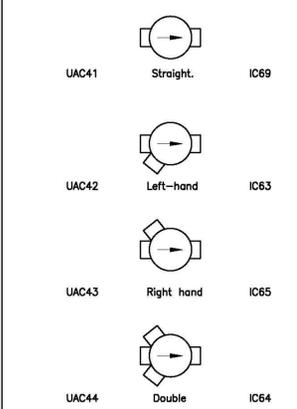
ALWAYS CHECK FOR LATER REVISIONS OF THIS DRAWING.

NOTES:

- TO BE READ IN CONJUNCTION WITH MANHOLE SCHEDULE AND DRAINAGE SPECIFICATION DOCUMENT.
- ALL ADOPTABLE DRAINAGE TO COMPLY WITH SEWERS FOR ADOPTION 6TH EDITION.
- ALL PRIVATE DRAINAGE TO COMPLY WITH BUILDING DRAINAGE BS EN 752 AND CURRENT BUILDING REGULATIONS SECTION H
- SAFETY CHAINS SHOULD BE FITTED ACROSS THE MANHOLE OUTGOING PIPES WITH A DIAMETER OF 375MM AND ABOVE.
- ALL MANHOLES IN PAVED/RESIN BOUND AREAS TO BE STEEL RECESSED TYPE EG. BRIPAVE OR EQUAL APPROVED. (NON ADOPTABLE MANHOLES ONLY)

CIRCULAR ACCESS CHAMBER 600mm OR LESS

SCALE 1:10



REV	DATE	DESCRIPTION	DR	CHK	APP'D	ENG
A	05/07/13	ORIGINAL ISSUE				

Issue Status

CONCEPT CONSTRUCTION

PRELIMINARY H&S FILE ISSUE

TENDER

Project
YANNONS FARM RESIDENTIAL B

Detail
DRAINAGE CONSTRUCTION DETAILS SHEET 2 OF 2

Client/Architect
CAVANNA HOMES

Scale \varnothing A1
AS SHOWN

Project Ref **P9791** Drawing No **H104** Rev **A**

CONSULTING ENGINEERS LIMITED

CIVIL STRUCTURAL ENVIRONMENTAL TRAFFIC HIGHWAYS GEOTECHNICAL

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annexed hereto and signed by or on behalf of the parties hereto and any amended such Drawing signed by or on behalf of the proper officer the "**estimated cost**" is the sum of Four Hundred and Fifty Thousand Pounds (£450,000) 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(1) hereof

the "**final certificate**" means the Certificate to be issued on satisfactory completion of the Works in accordance with Clause 11 hereof

the "**maintenance period**" means the period specified in Clause 9 hereof

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

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

the "**Part 2 Certificate**" means the Certificate to be issued on satisfactory completion of the Part 2 Works in accordance with Clause 9 hereof

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

the "**Proper Officer**" means the officer of the Council for the time being appointed for the purposes of this Agreement or of any provision contained herein

the "**Road or Roads**" means the carriageways and footways of the Road or Roads hereinbefore referred to including any off-site highway

drainage shown on the Drawings and includes the footpaths street lighting all verges service strips service margins vehicular crossings road surface water drainage system (if any) and all other things ancillary thereto

the "**Specification**" means the edition of the publication entitled "Highways in Residential and Commercial Estates Design Guide" and dated January 1996 by Devon County Council and the Design Guide Exception Report dated April 2003 by the Council a copy of which the Developer hereby acknowledges has been supplied to him

the "**Statutory Undertaker**" means a "statutory undertaker" as defined in Section 329(1) of the Highways Act 1980 and British Telecommunications and other utility suppliers deemed to be statutory undertakers for the purposes of that Act.

the "**Works**" means the works specified in the Schedule hereto for the making up of the Road or Roads

2. Developer's Liability:

(1) 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 (24) calendar months from the date hereof

(2) FOR the avoidance of doubt it is hereby declared that the Council may at the discretion of the proper officer grant to the Developer an extension of the period referred to in sub-clause (1) hereof for the completion of the Works PROVIDED that such extension

is requested in writing by the Developer and PROVIDED ALSO

(a) that on the granting of such extension of time (to be confirmed in writing by the proper officer) the Developer shall pay to the Council such additional inspection fee (based on the estimated cost of any outstanding works) as shall be agreed between the Proper Officer and the Developer and

(b) the Developer and the Proper Officer shall review the amount of the Bond (as referred to in Clause 18 hereof) in force at that time and the Developer shall if required by the proper officer in writing arrange for the amount of the Bond to be increased to such reasonable amount as shall be required by the Proper Officer

3. Declaration:

THE Developer hereby declares and warrants to the Council that he has 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 Road or Roads to a vehicular highway or highways

4. Statutory Undertakers - Connections to Existing Services:

THE Developer shall before connecting the Road or Roads with any highway or highways 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 or highways 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 New Roads and Street Works Act 1991 or

any statutory modification or re-enactment thereof and shall indemnify the Council in respect of the cost of any works or measures considered necessary by any Statutory Undertaker in consequence of the proposal to make such connection

5. Indemnity:

- (a) 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
- (b) THE Developer shall indemnify the Council against all Valid Claims (being a claim with a reasonable prospect of giving rise to a liability) and liabilities under the Land Compensation Act 1973 and any claims under Section 10 of the Compulsory Purchase Act 1965 (and in either case any statutory modification or re-enactment thereof) arising out of the execution of or the use of the Works and all reasonable and proper costs and expenses (plus any Value Added Tax thereon) relating thereto including legal surveyors and other costs and expenses of the Council or their agents or contractors in dealing with settling and disposing of such claims PROVIDED THAT the Council complies with the following:
 - (i) the Council shall consult with the Developer and before agreeing whether a claim is a Valid Claim shall take proper account of all comments and representations

- made by the Developer
- (ii) upon receiving and such claim the Council shall give to the Developer details thereof within 14 days of receiving the same
 - (iii) the Council shall notify the Developer in writing whether or not the claim is considered a Valid Claim upon a decision as to the validity thereof being made
 - (iv) where such action is permitted by the Council's insurer, the Council shall not make any admission of liability, agreement or compromise in relation to the claim without the prior written consent of the Developer. Where the Developer does not consent it shall indemnify the Council against all costs incurred by the Council in litigating that matter and will assist the Council in such litigation by providing such witnesses and other evidence as it is able to do relating to any matter in contention (iv) the Council shall take such action as the Developer may reasonably request to avoid, dispute, compromise or defend the claim and in these circumstances the Developer shall indemnify the Council against all costs incurred by the Council in litigating that matter and will assist the Council in such litigation by providing such witnesses and other evidence as it is able to do relating to any matter in contention
- (c) IF during the execution of the Works any defect error or

omission shall be found either in any approved plans specifications details and drawings or in any survey undertaken by or on behalf of the Developer all defects errors omissions alterations modifications remedial works or wants of repair or making good shall be undertaken at the sole expense of the Developer

6. Access to the Site:

THE Developer shall during the carrying out of the Works give to the Proper Officer and any other officer of the Council access to every part of the works and sites thereof for the purpose of inspecting the Works and all materials used or intended to be used therein PROVIDED THAT if the Proper Officer fails to inspect work within seven (7) days of having received notice that such work is available for examination the Proper Officer shall be deemed to have approved the work in question

7. Part 1 Certificate:

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

8. Occupation of Buildings:

NO dwelling erected by the Developer or on his behalf fronting adjoining or abutting on to the Road or Roads shall be occupied until:

- (a) the Proper Officer has issued his Part 1 Certificate in respect of the Road or Roads or such part of the Road or 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 Road or Roads or such part of the Road or Roads have columns erected ready for lighting in accordance with the Specification and the Drawings and the Developer has arranged with the service provider for an electricity supply thereto by giving at least six weeks' prior notice in writing or as may be otherwise 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 Road or Roads under an agreement under Section 104 of the Water Industry Act 1991 (as amended) has been certified as being or having been on maintenance issue his Part 2 Certificate to the Developer and from the date thereof:

- (a) the maintenance period of (12) calendar months shall commence to run
- (b) the Road or Roads shall become a highway or highways and remain forever open for use by the public at large
- (c) the Developer shall remain the street manager for the purposes of Section 2(5)(a) of the Public Utilities Street Works Act 1950 and any statutory modification or re-enactment thereof until such time as the Road or Roads shall become a highway or highways maintainable at the public expense

10. Obligations During the Maintenance Period:

DURING the maintenance period:

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

11. Final Certificate:

PRIOR to the expiration of the maintenance period the Developer shall forthwith at his 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 system) of which he has 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;
- (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

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

12. Grants of Rights of Drainage:

BEFORE the issue of his Final Certificate by the Proper Officer the Developer shall without cost to the Council execute or procure the execution by all necessary parties of such deeds as are in the opinion of the Council necessary to secure to the Council full drainage rights in respect of such parts of the surface water drainage system of the Road or Roads as are situate outside the limits of the Road or 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

13. Procedure for Inspection and Issue of Certificates:

13.1 WITHIN fourteen days of receipt of written application from the Developer for the issue of a Part 1 Certificate or Final Certificate pursuant to this Agreement and within twenty-eight days of written application from the Developer for the issue of a Part 2 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 twenty-eight days thereafter shall issue the relevant Certificate

13.2 If the Proper Officer fails to comply with any of the above time

scales he shall be deemed to have issued the Certificate in question

14. Adoption:

UPON the issue of the Final Certificate the Road or Roads shall become a highway or highways maintainable at the public expense

15. Council's Fees:

(1) On the date hereof the Developer shall pay to the Council the sum of Twenty Seven Thousand Pounds (£27,000) in respect of the costs incurred by the Council in inspecting the Works being 6 per cent of the estimated cost TOGETHER with the proper legal costs of the Council in connection with the preparation and completion of this Agreement and the necessary duplicates thereof

(2) RECEIPT by the Council of the payment of such sums shall not create any contractual relationship between the Council and the Developer nor absolve the Developer from any liability or obligation imposed upon him 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 his part contained herein or if the Developer is being wound up or if the Developer enters into a composition or scheme or arrangement (otherwise than for the purpose

of amalgamation or reconstruction) the Council may without prejudice to any of its rights claims or remedies against the Developer in respect of such non-performance or non-observance determine this Agreement (except for Clauses 17 17A 18 and 19 hereof) 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 hereof 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 twenty-eight 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:

(1) UNTIL the Road or Roads become a highway maintainable at the public expense pursuant to this Agreement the Developer shall keep it or 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 reasonable notice require the Developer to make good any portion of the Works which he reasonably considers to be defective damaged or dangerous and require the making good or

reconstruction of the same by the Developer

- (2) Without prejudice to Clauses 2 and 16 hereof 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 or by contractors or otherwise and to recover the cost as certified by the Proper Officer from the Developer

18. Surety's Obligations:

- (a) If the Developer at any time fails to perform or observe any of the conditions stipulations or obligations on his part contained in this Agreement or if the Developer is adjudged bankrupt 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 reconstruction or amalgamation) the Proper Officer may without prejudice to any statutory rights or powers or any other right claim or remedy under this Agreement (and in particular but without prejudice to the generality of this clause the rights of the Council pursuant to Clause 17A hereof) send to the Surety notice in writing (hereinafter referred to as the "default notice") -
- (i) specifying the work (hereinafter referred to as the "Default Work") to be carried out in order that the works may be executed out or completed as the case may be in

- accordance with this Agreement and
- (ii) containing an estimate by the Proper Officer of the cost of carrying out the Default Work and of the cost of maintaining the Works for a period of twelve months prior to the Road or Roads becoming maintainable at the public expense and also a statement of the amount of the usual establishment charges of the Council (together hereinafter referred to as the "Default Cost") which cost -
 - (1) shall not exceed the sum of Four Hundred and Fifty Thousand Pounds (£450,000) being the estimated cost
 - (2) shall not exceed the sum of Two Hundred and Twenty Five Thousand Pounds (£225,000) on and after the issue of the Part 1 Certificate
 - (3) shall not exceed the sum of One Hundred and twelve Thousand Five Hundred Pounds (£112,500) on and after the issue of the Part 2 Certificate
- (b) Within twenty-eight days after the Surety has received the Default Notice the Surety shall -
- (i) pay the Default Cost to the Council or
 - (ii) send to the Council notice in writing (hereinafter referred to as the "Surety's Counter Notice") of the intention of the Surety to carry out the Default Work
- (c) If the Surety having sent the Surety's Counter Notice to the Council fails to start the Default Work within fifty-six days after the Surety received the Default Notice the Surety shall forthwith

pay the Default Cost to the Council with simple interest thereon at the rate of 5 per cent per annum above the base lending rate from time to time in force of the National Westminster Bank PLC calculated from the date on which the Surety received the Default Notice

- (d) If the Surety having sent the Surety's Counter Notice to the Council starts the Default Work and the said work is not completed within four months after the Surety's Counter Notice was received by the Council or within such further period as may be agreed by the Council the Surety shall subject to sub-clause (e) forthwith on demand by the Proper Officer pay to the Council such sum as the Proper Officer may determine as being the cost of carrying out any Default Work not carried out by the Surety or the cost of maintaining the Works for the period of twelve months prior to the Road or Roads becoming maintainable at the public expense as may be the case (or as being the cost of both) and also pay to the Council the amount determined by the Proper Officer as being the amount of the appropriate usual establishment charges of the Council
- (e) The sum payable under sub-clause (d) shall not exceed the Default Cost and the covenant in Clause 19(c) shall apply with respect to such sum and on the issue of the Final Certificate the Surety shall be released from all liability hereunder
- (f) For the purposes of this Agreement a demand stated to be made hereunder and signed or purportedly signed on behalf of

the Council shall be conclusive as to the Surety's obligation to pay the amount demanded and there shall be no obligation or duty whatsoever on the Surety to consider the alternative set out in (b)(ii) above

- (g) the Surety's aggregate liability pursuant to this Clause 18 shall not exceed £450,000

19. Council's Covenants:

THE Council HEREBY COVENANTS with the Developer and with the Surety for the benefit of all building plots fronting adjoining or abutting the Road or Roads and for each and every one of them:

- (a) to use its best 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 apply all monies received from the Surety as hereinbefore mentioned towards the expenditure involved in executing or completing the Works and maintaining and making good all defects for a period of twelve months after completion and the amount so received shall be deducted from any sum which would otherwise be recoverable from the owners of premises fronting the Road or Roads under the provisions of the Highways Act 1980 or any other Act for the time being in force replacing or amending the same

- (c) in the event of the sum paid by the Surety to the Council exceeding the cost of executing or completing the Works and

maintaining and making good all defects as aforesaid together with the amount of the Council's usual establishment charges to repay to the Surety within twenty-eight days after the Road or Roads become maintainable at the public expense the amount of such excess with interest calculated at half-yearly rests on the unexpended balance for the time being of the sum paid by the Surety to the Council at the rate of interest prevailing from time to time on monies held in a deposit account with the Council's bankers

THE Council HEREBY FURTHER COVENANTS that the final certificate will be issued in accordance with this Agreement and that the Surety will be released from all liability under this Agreement in accordance with this Agreement

20. 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 his Part 1 Certificate or his Part 2 Certificate in respect of any part of the Road or Roads (being the whole width of the Road or Roads between points to be defined in the application) and if the Proper Officer shall be satisfied that the part so defined is in all respects suitable to be treated as a separate road for the purposes of construction and adoption in accordance with the several provisions contained in this Agreement then he 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 Road or 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 Road or Roads but without prejudice to the application of this Agreement to the remainder of the Road or Roads and the liability of the Surety shall be reduced as may be agreed by the Proper Officer with the Developer

21. Assignment:

THIS Agreement may not be assigned by the Developer without the consent of the Council and the Surety which consents shall not be unreasonably withheld

22. Arbitration:

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

23. Refund of Advance Payments Code Deposits:

THE Council shall pursuant to its powers under sub-section (3) of Section 221 of the Highways Act 1980 refund to the Developer as soon as may be after the date of this Agreement the sum or sums deposited with the Council under Section 219 of the Highways Act 1980 in respect of buildings to be built on the Road or Roads together with interest thereon from the date of deposit to the date of repayment at the rate

prescribed in sub-section (3) of Section 225 of the Highways Act 1980

24 Rights of Third Parties

A person who is not a party to this Agreement has no right to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999 and the parties to this Agreement do not intend that any third parties are created by this Agreement

25 Mortgagee's Consent

The Mortgagee consents to the terms of this agreement but without liability save in the event that the Mortgagee becomes successor in title to the Developer at any time before the Developer has fully performed all its obligations contained in this agreement.

I N W I T N E S S 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

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 shown in the Drawings