SUFFOLK COUNTY COUNCIL

(1)

- and -

HERITAGE DEVELOPMENTS LIMITED (2)

- and -

JOHN EDWARD MAYNARD AND JILL (3)
MAYNARD

#### **AGREEMENT**

made pursuant to Sections 278 and 38 of the Highways Act 1980 and any other enabling power relating to the development of land at **Old Station Road, Halesworth, Suffolk** 

Nigel Inniss Head of Legal Services Suffolk County Council 5 Constantine Road Ipswich Suffolk IP1 2DH

Ref: SK/67457

- (1) SUFFOLK COUNTY COUNCIL of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX ("the County Council")
- (2) HERITAGE DEVELOPMENTS LIMITED (company number 04857298) of Unit 17 Manor Farm Barns Framingham Pigot Norwich NR14 7PZ ("the Developer")
- (3) **JOHN EDWARD MAYNARD AND JILL MAYNARD** of Spexhall Manor, Spexhall, Halesworth, Suffolk, IP19 0RE ("the Owner")

#### RECITALS AND DEFINITIONS

A. In this Agreement unless the context otherwise requires the following words shall have the following meanings:-

"1980 Act" Means the Highways Act 1980 (as amended)

"Bellmouth" Means that part of the Site and highway lying to the north of Old Station Road and shaded grey and marked 'A' on the plan

with reference 16N0372-C020-05 attached to this Agreement

"Bond" Means the bond with the Surety for the Highway Works, such bond to be in the form set out in Schedule 3 of this Agreement,

so if the Developer should default in the execution of its obligations to carry out the Highway Works and to maintain the same in accordance with the provisions of this Agreement then

the County Council will call upon the Surety to provide the full

value of the Bond to carry out and maintain the Highway Works

"Bond Figure" Means the sum of £50,065.27 (fifty thousand and sixty-five

pounds and twenty-seven pence) being the cost of the Highway

Works plus 10 per cent

"Certificate of Final Means any of the certificates referred to in paragraph 2.13 of

Completion" this Agreement

"CDM Regulations"	Means the Construction (Design and Management) Regulations 2015 (SI 2015/51)
"Commuted Sums"	Means the sum of £1,933.00 (one thousand nine hundred and thirty-three pounds) which is calculated towards the cost of the County Council's future maintenance liability of the Highway Works
"Development"	Means the development to be carried out pursuant to the Permission
"Director"	Means the County Council's Executive Director of Growth, Highways and Infrastructure or other officers of the County Council acting under his hand
"Highway Works"	Means the works detailed on the Works Drawings and as set out in Schedule 2 of this Agreement
"Permission"	Means the planning permission granted by East Suffolk Council dated 19 <sup>th</sup> July 2018 granted with reference number DC/18/0696/ARM in respect of the Site together with any modification of it
"Plan"	Means the plan annexed hereto
"Site"	Means land situated at Old Station Road, Halesworth Suffolk shown edged red for identification only on the attached Plan
"Substantial Completion"	Means complete to the reasonable satisfaction of the Director and so that the Highway Works can be used for the purpose and operate in the manner for which they were designed, and the "Date of Substantial Completion" and "Certificate of Substantial Completion" shall be construed accordingly
"Surety"	Means Lloyds Bank plc (company number 00002065) of 25 Gresham Street, London, EC2V 7HN
"Works Drawings"	Means the attached drawings bearing the numbers referred to in Schedule 1 or any subsequent revision of them which has

been approved or requested by the Director and which relate to the Highway Works

- (A) The County Council is the Local Highway Authority (except for trunk roads) for the purposes of the 1980 Act for the area within which the Site is situated and the Highway Works will be carried out
- (B) The Owner is the registered proprietor with title absolute of the Site registered at the Land Registry under Title Number SK86869
- (C) The Developer intends to carry out the Highway Works
- (D) The County Council considers that the Highways Works as shown on the Works Drawings and detailed in Schedule 2 need to be carried out and the County Council considers that entering into this Agreement will be of benefit to the public

#### NOW THIS DEED WITNESSES as follows :-

#### 1. LEGAL EFFECT

- 1.1 In this Agreement unless the context otherwise requires:-
  - 1.1.1 words importing the singular meaning where the context so admits include the plural meaning and vice versa; and
  - 1.1.2 words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner; and
  - 1.1.3 "party" or "parties" means a party or parties to this Agreement; and
  - 1.1.4 references to any party shall include the successors in title and assigns of that party; and in the case of the County Council the successors to its statutory functions;
  - 1.1.5 where a party includes more than one person any obligations of that party can be enforced against all of them jointly and severally unless there is an express provision otherwise; and
  - 1.1.6 the headings and contents list in this Agreement shall not form part of or affect its construction; and
  - 1.1.7 references to clauses schedules and paragraphs are references to clauses

in and schedules to this Agreement and paragraphs in schedules to this Agreement; and

- 1.1.8 where a party or any officer or employee is required to give its consent approval or agreement to any specific provision in this Agreement such approval or agreement shall not be unreasonably withheld or delayed; and
- 1.1.9 any mention herein of any act or of any section regulation or statutory instrument shall be deemed to refer to the same source as at any time amended and where such act section regulation or statutory instrument has been replaced consolidated or re-enacted with or without amendment such mention shall be deemed to refer to the relevant provision of the updating consolidating or re-enacting act or section or regulation or statutory instrument
- 1.2 This Agreement and the covenants that appear hereinafter are made pursuant to Sections 38 72 and 278 of the 1980 Act, Section 111 of the Local Government Act 1972 Section 1 of the Localism Act 2011 and all other enabling powers to the intent that the provisions of this Agreement shall bind the Site and the parties hereto and all persons deriving title through or under them
- 1.3 No waiver (whether express or implied) by the County Council of any breach or default by the Developer in performance or observance of any of the covenants or obligations in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the County Council from enforcing any of the covenants or from acting upon any subsequent breach or default
- 1.4 Any provision of this Agreement which is or may be unlawful void or unenforceable shall to the extent of such unlawfulness invalidity or unenforceability be deemed severable and shall not affect any other provision of this Agreement
- 1.5 This Agreement shall be governed and interpreted in accordance with the laws of England and shall be determined in the Courts of England and Wales
- 1.6 The Owner covenants and warrants to the County Council that they have full power to enter into this Agreement and there is no other person having a charge over or any other interest in the Site whose consent is necessary for the Owner to enter into this Agreement and to comply with the obligations set out at clauses 1.12 and 1.13
- 1.7 The Developer covenants and undertakes with the County Council that from the

- date of this Agreement it will (unless otherwise agreed by the County Council) carry out and comply with the obligations set out in this Agreement
- 1.8 The County Council, without prejudice to its statutory powers and duties, hereby appoints the Developer to act as its agent and gives to the Developer together with its contractors and subcontractors appointed to carry out the Highway Works licence (in so far as is reasonably necessary) to enter into and upon and remain upon the public highway to carry out the construction of the Highway Works within the timescales referred to in Schedule 2 or such other period as may be agreed in writing by the Director, provided that this licence shall not extend to the Developer's successors in title or assigns unless otherwise agreed in writing by the Director prior to that successor or assignee commencing work in the public highway
- 1.9 The Developer covenants with the County Council as Highway Authority to comply with the provisions of the New Roads and Street Works Act 1991 and the Traffic Management Act 2004, and any amendments thereof
- 1.10 It is hereby agreed and declared that the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement
- 1.11 The Developer shall be the only client for the purpose of the CDM Regulations and the Developer agrees to undertake the obligations of a client under the CDM Regulations and to use all reasonable endeavours to ensure that the Highway Works are carried out in accordance with the CDM Regulations. The Developer shall indemnify and keep the County Council indemnified against any breach of the Developer's obligations under this clause
- 1.12 The Owner hereby agrees that on the date of Substantial Completion that part of the Site upon which the Highways Works are constructed which does not currently form part of the public highway shall be dedicated as highway under section 38 of the 1980 Act and the County Council agrees to accept such dedication and adopt that part of the Site and the Highway Works as highway maintainable at the public expense
- 1.13 If called upon by the County Council so to do by notice in writing served within twenty-one years of the date of this Agreement the Owner agrees to transfer to the County Council in consideration of one pound any land over which any part of the Highway Works have been constructed which does not at the date of this Agreement already form part of the highway together with any other land forming part of the Site dedicated as public highway by the Owner free in each case from

- encumbrances and together with all rights necessary to permit the use, inspection, maintenance, repair and replacement of the Highway Works and all utility systems servicing the Highway Works and not vested in the relevant undertaker as are situated outside the limits of the Highway Works and the said other land PROVIDED THAT it is within the Owner's power to make such transfer
- 1.14 This Agreement is a Deed. Any financial default will be declared by the County Council and registered as a Local Land Charge under section 278(5)(c) of the 1980 Act
- 1.15 If the Highway Works have not been commenced within one (1) year from the date of this Agreement, save as this period is otherwise extended in writing by the Director at his discretion, then this Agreement shall lapse and be of no further effect (save to the extent already complied with) and the Developer agrees to pay to the County Council any costs properly incurred by the County Council prior to the lapse of this Agreement (which have not already been paid) including but not limited to those costs set out in clause 3.5 of this Agreement
- 1.16 Where, in accordance with clause 1.15 above the Director, at his discretion, agrees in writing to an extension to the period of one (1) year after which this Agreement shall lapse, this Agreement shall lapse at the end of such period as agreed in writing by the Director
- 1.17 Where the Agreement has lapsed in accordance with clauses 1.15 or 1.16, the County Council shall release the Developer and the Surety and each of them from any subsisting obligations under the Bond in respect of the Highway Works on receipt of a written request. For the avoidance of doubt nothing in this clause requires the County Council to repay those sums payable under clause 3.5 of this Agreement save for any Commuted Sums not spent or committed which shall be repaid together with interest by the County Council to the Developer on receipt of a written request. If for any period, the Bank of England Base Rate is at or below 0.02% then no interest shall be payable for that period by any party to this Agreement

#### 2 HIGHWAY WORKS

2.1 All works and activities to be carried out under the terms of this Agreement (including for the avoidance of doubt such works as are of a preparatory ancillary or of a maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Developer and at no cost to the County Council

- 2.2 No work on the Highway Works shall commence and no contract or contracts in respect of the construction of the Highway Works shall be let until full details of the Highway Works have been submitted to the Director and the Director has given his written approval to the Highway Works and for the avoidance of doubt this Agreement does not constitute the written approval required under this clause
- 2.3 No work on the Highway Works shall commence until the Developer has submitted to the County Council a photographic survey showing the condition of the existing highway
- 2.4 The Developer shall provide all relevant notices to the County Council under the New Roads and Street Works Act 1991 and Traffic Management Act 2004, and any amendments thereof
- 2.5 Insofar as the County Council as Highway Authority is required by any legislation regulation direction or code of practice (including in particular but without prejudice to the generality of the foregoing the New Roads and Street Works Act 1991) to serve a notice or notices in respect of the Highway Works on undertakers or other persons the Developer shall comply with such requirement on behalf of the County Council before the Highway Works commence and shall thereafter assume on behalf of the County Council such responsibilities as follow on therefrom in particular during the construction of the Highway Works
- 2.6 The Developer shall give due consideration to adjoining owners and occupiers at all times and shall organise activities relating to the Highway Works in such a manner as to cause the least practicable disruption
- 2.7 The Developer shall display and maintain prominent notices around the perimeter of the Site to warn the public of the dangers of entering the Site. However the display of such notices shall not relieve the Developer of any of his obligations and liabilities under this Agreement, the Control of Pollution Act 1974 or the Environment Protection Act 1990, or any amendments thereof
- 2.8 The Developer shall take or procure the taking of all necessary steps to avoid creating a nuisance from noise and from dust and as far as practicable the Highway Works are to be carried out in such a way that noise and dust are kept to a minimum
- 2.9 When the Highway Works are being executed the Developer shall institute at his own expense measures previously approved in writing by the Director to maintain

- the safe flow of traffic on the highways in the vicinity of the Site
- 2.10 No Highway Works within or affecting existing public highways will be permitted within the morning and evening peak periods i.e. 7.30 9.30 a.m. and 4.30 6.30 p.m. Monday to Friday except as agreed in writing by the Director
- 2.11 When the Highway Works are being carried out the Developer shall provide all watching and lighting as required and shall maintain all lights, guards, fencing and warning signs when and where necessary and undertake such further measures as may be reasonably required by the Director
- 2.12 Representatives of the County Council may enter upon the land on which the Highway Works are being carried out at any reasonable time to ascertain whether the terms of the Agreement are being or have been complied with
- 2.13 On Substantial Completion of the Highway Works:-
  - 2.13.1 the Developer shall clear away and remove from the Site all constructional plant and temporary works of every kind and leave the Site in a safe, neat and tidy condition to the satisfaction of the Director;
  - 2.13.2 the Developer shall provide the County Council with 6 paper copies of the 'as constructed' drawings and a pdf thereof; and
  - 2.13.3 the Director may issue a Certificate of Substantial Completion to the Developer
- 2.14 The Developer shall maintain the Highway Works for a period of eighteen (18) months (unless the Director agrees in writing a lesser period) from the issue of the related Certificate of Substantial Completion and prior to the expiration of this period the Developer shall reinstate and make good any damage or defect which may have arisen from any cause whatsoever or be discovered during the said period of eighteen (18) months (including any defect in or damage to the surface water drainage system or scarring to the Bellmouth but not including any scarring to the remainder of the highway) so as to place the highway and the Highway Works in a condition satisfactory to the Director PROVIDED ALWAYS THAT the Developer shall not be liable to make good any defect or damage that is attributable to the condition of the highway at the date of this Agreement and nor shall the Developer be liable to reinstate the highway to a condition better than the condition of the highway at the date of this Agreement. After the expiration of the period of eighteen (18) months and after any defects have been made good to the satisfaction of the Director he may issue at the written request of the

Developer the Certificate of Final Completion in respect of the Highways Works

#### 3 FINANCE

- 3.1 Where the Developer has provided a Bond then after the issue of the Certificate of Substantial Completion the County Council may approve a reduction of up to 75% of the Bond Figure and upon the issue of the Certificate of Final Completion the County Council may release the Developer and the Surety and each of them from all subsisting obligations under the Bond in respect of the Highway Works on receipt of a written request.
- 3.2 The Developer shall be insured from the date of this Agreement and throughout the period of construction of the Highway Works within the timescales referred to in Schedule 2 (or any other period as agreed by the Director) for public liability risks in the sum of at least ten million pounds (£10,000,000.00) in respect of any single claim, and shall produce these insurance policies to the Director on demand
- 3.3 The Developer and the Surety shall on the date of this Agreement enter into the Bond for the Highway Works and the Developer shall be bound with the Surety and the County Council in the amount of the Bond Figure.
- 3.4 Should the Developer default in the execution of his obligations to carry out and maintain the Highway Works then the County Council may itself carry out and maintain the Highway Works having first called upon the Surety to provide the Bond amount for the full cost to be expended in so doing
- 3.5 The Developer shall pay to the County Council:-
  - 3.5.1 the reasonable legal costs of the County Council in the sum of £1,500 in connection with this Agreement prior to completion of this Agreement; and
  - 3.5.2 interest at four per cent above the Bank of England Base Rate on any sum due to the County Council under this Agreement from the date on which it is due until the date it is paid, and
  - 3.5.3 the inspection/checking fees required by the County Council in connection with the Highways Works in the sum of £4269.00 (four thousand two hundred and sixty-nine pounds) prior to completion of this Agreement;
  - 3.5.4 the Commuted Sums prior to the completion of this Agreement

In WITNESS whereof this Agreement has been executed and delivered as a Deed on the date first written above

The COMMON SEAL of SUFFOLK COUNTY COUNCIL was hereunto affixed in the presence of



A Duly Authorised Officer

<b>EXECUTED</b> and DELIVERE	D as a
DEED by HERITAGE	
DEVELOPMENTS LIMITED	acting
b.e	1000

by:

Director

PD FEAVEARYEAR

Director/Secretary

EXECUTED AS A DEED by JOHN EDWARD MAYNARD in the presence

Signature:

Signature of witness:

Name (in BLOCK CAPITALS):

LYNN JOHNSTON Lynn Johnston B.A. A.C.A.

Address: Po Box 3000 Road Town Tortola

British Vigin Islands

42

PoBa 3000 Read Tawn Tovtola British Virjin Islands

#### Schedule 1 Works Drawings

Location Plan 3812 LP01
Offsite Highways & Drainage GA Sheet 01 of 01 16N0372 C020 Revision 05
Offsite Highways Details Sheet 01 of 01 16N0372 C021 Revision 03
Offsite Highways S278 Area of Dedication 16N0372 C022 Revision 01

#### Schedule 2

#### Highways works description

New junction to serve residential development. New uncontrolled crossing point and amendment to kerbline of Old Station Road.

#### **Timescales**

The Highways Works are to be commenced within one (1) year of the date of this Agreement and completed within four (4) months of commencement of the Highway Works

## Schedule 3

## **Bond Agreement**

DATED	7		20	
	Heritage Developments Limited	(1)		
	- and —			
	Lloyds Bank PLC	(2)		

## PERFORMANCE BOND

relating to the development of land at Old Station Road, Halesworth, Suffolk

BY THIS BOND HERITAGE DEVELOPMENTS LIMITED of Unit 17 Manor Farm Barns Framingham Pigot Norwich NR14 7PZ ("the Developer") and LLOYDS BANK PLC of 25 Gresham Street, London, EC2V 7HN ("the Surety") are held and firmly bound to SUFFOLK COUNTY COUNCIL of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2DH ("the County Council") in the sum of £50,065.27 (fifty thousand and sixty-five pounds and twenty-seven pence) to be paid to the County Council for the payment of which sum the Developer and the Surety bind themselves their successors and assigns jointly and severally

IN WITNESS whereof the Developer and the Surety have hereunto affixed their respective Common Seals and delivered the same on but not before this day of Two thousand and

- The Developer has entered into an Agreement under seal with the County Council of [ ] made under Section 278 of the 1980 Act whereby the Developer undertook at its own expense to carry out works as set out in Schedule 2 of the said Agreement and shown in the Works Drawings annexed to the said Agreement ("the Highway Works")
- 2. It is intended that this Bond shall be construed as one with the said Agreement

NOW THE CONDITION of the above-written Bond is such that if the Developer shall duly perform and observe all the terms provisions conditions and stipulations of the said Agreement (in so far as they relate to the Highway Works) on the Developer's part to be performed and observed according to the true intent and meaning thereof or if on default by the Developer the Surety shall duly satisfy and discharge the damages sustained by the County Council up to the amount of the above-written Bond then the above-written Bond shall be null and void but otherwise shall remain in full force and

effect **PROVIDED ALWAYS** that the giving by the County Council of any extension of time for performing the said Agreement or any stipulations therein contained and on the part of the Developer to be performed or any other forgiveness or forbearance on the part of the County Council or its successors or assigns shall not in any way release the Surety from any liability under the above-written Bond

EXECUTED AS A DEED by HERITAGE

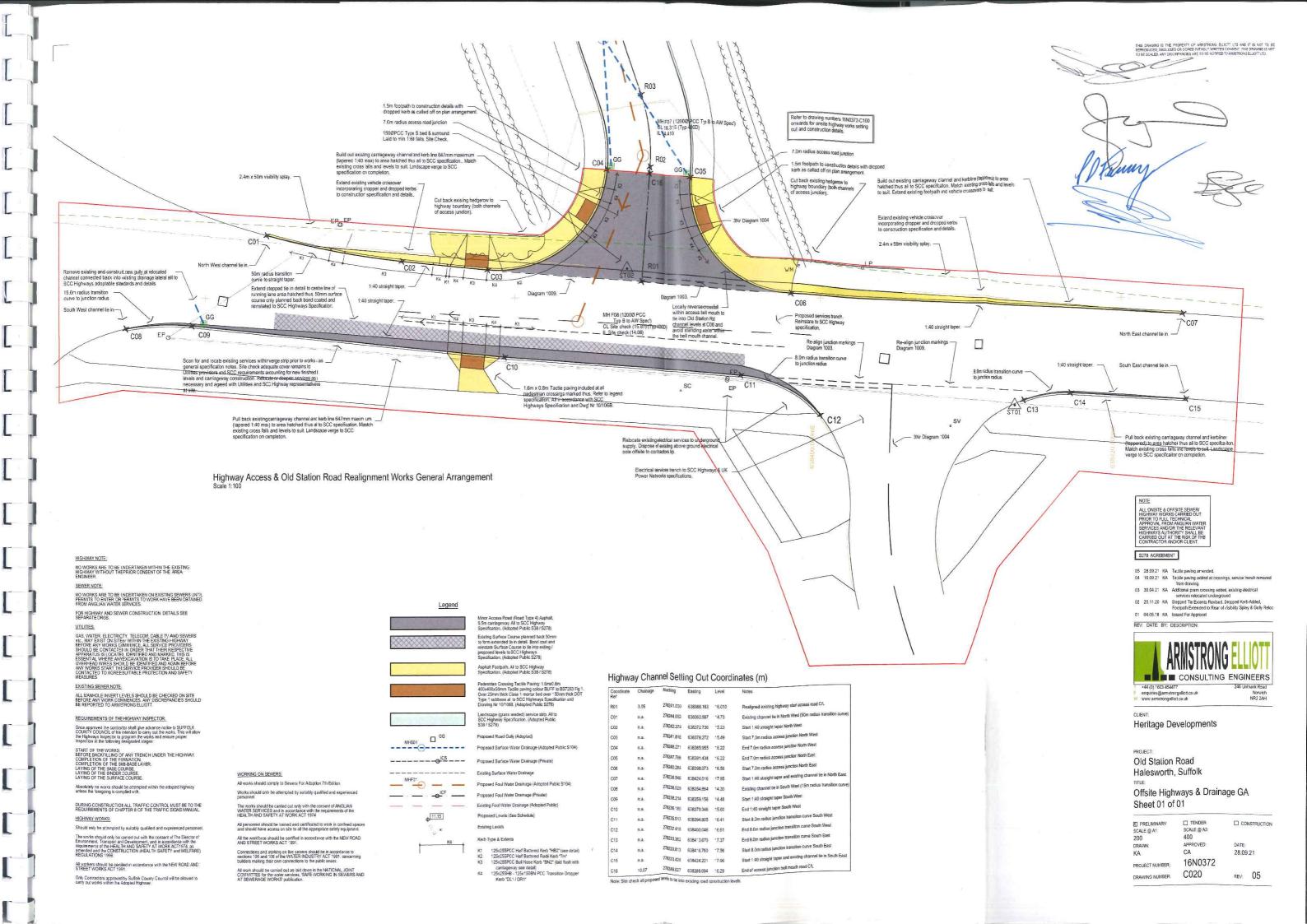
DEVELOPMENTS LIMITED acting by:

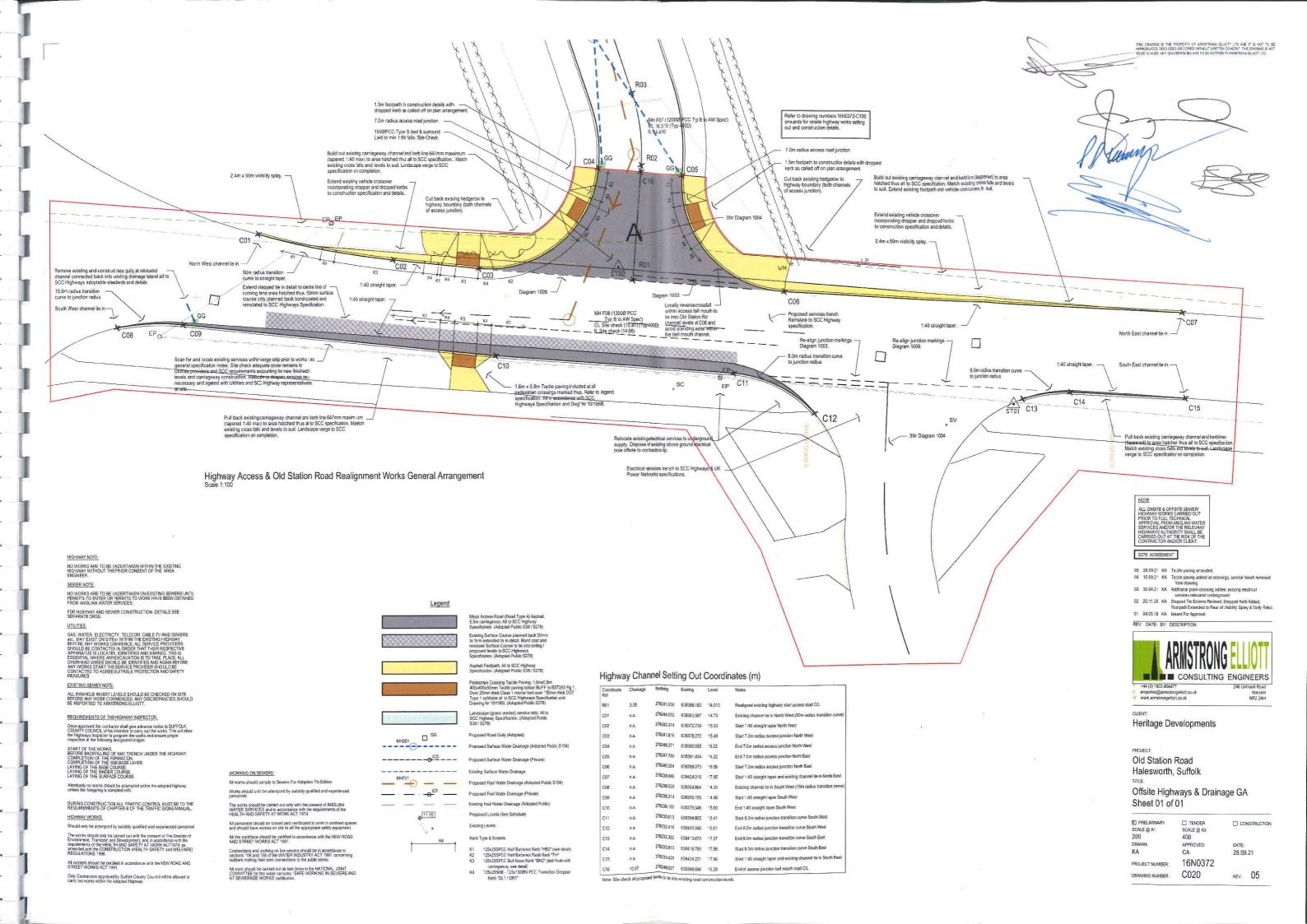
Director:

Director/Secretary:

EXECUTED AS A DEED by LLOYDS BANK PLC



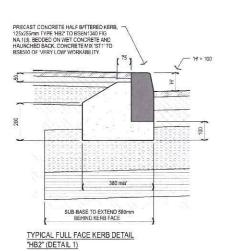


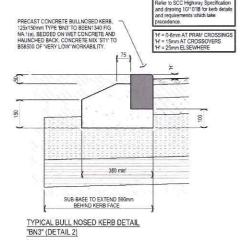


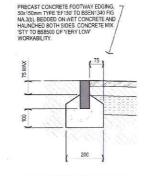
## Typical Minor Access Road Cross Section (Type 4) (5.5m Carriageway)

- Additional Notes where building out / pulling back existing Highway Channel:

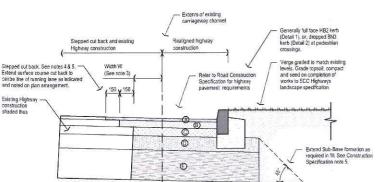
  1) Break out and remove off site existing kerb, backing and backfill material as required and replace with compacted DOT Type 1 material up to proposed construction formation.
- Where kerb and road construction reinstated allow minimum 300mm wide cut back into existing surface / binder course and reinstate on sprayed bitumen (horizontal surfaces) and not bitumen seal to vertical surface and finished joint.







TYPICAL FOOTWAY EDGE DETAIL "EF150" (DETAIL 3)



Typical Stepped Tie In Detail Scale 1:20

 Completion of formation to be in accordance with SHW Clause 616.

All pavement maretals to comply with SHW Clause 616.

All pavement maretals to comply with SHW Clause 701.

Minimum width "W" to be 300-mm unless otheroise agreed with SCC Highmays.

Cuthact must be undertaken after laying and compaction of the sub-base and hase maretal. Where there is no review or under its properties of the sub-base and state course, with sixti resistant introberised bitumen applied to existence surkers down with sixti resistant introberised bitumen applied to resistant rubbensed bitumen apprect to existing surface 40mm wide above joint. Cut back in accordance with SHW Clause 706. Overbond not more than 3mm thick.

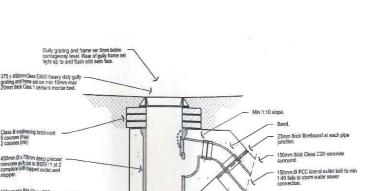
3. COMPACT IN LAYERS NOT EXCEEDING 225mmTHICK 4. UNDER ROADS AND PAYINGS BACKFILL WITH TYPE A MATERIA NOT TYPE B, NOT EXCEEDING 150mm THICK LAYERS. 5 WHERE PIPES ARE LESS THAN 12m, MEASURED FROM THE TOP OF THE PIPE BARREL TO THE ROAD SURFACE, A CONCRETE SURROUND IS REQUIRED.

6 SEE TABLE 7.3 FOR TYPE A - TYPE B BACKFILL DEFINITIONS

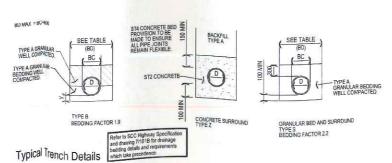
UNLESS OTHERWISE SPECIFIED, SET ASIDE TURF, TOPSOIL, HARDCORE ECT, WHICH CAN BE USED AS TYPE B BACKFILL.

2. REMOVE WILD, ROCK PROJECTIONS, BOULDERS AND HARD SPOTS AND REPLACE WITH TYPE A BEDDING MATERIAL

TRENCH WIDTH TABLE BC = EXTERNAL PIPE DIAMETER



Typical Trapped Road Gully Detail



ROAD CONSTRUCTION SPECIFICATION (MINOR ACCESS ROAD (TYPE 4)) LAYER SPECIFICATION HRA 15/10 SURF 40/60 hot rolled asphalt Surface Course to P06691:2007 Annex C & BS EN 13108, PSV 60 HRA 40/20 BIN 40/90 hot rolled asphalt Binder Course to PU9991/2007 Annex C & BS EN 13108-4/2006 DC ACC 2010 December 2010 DC 2010 December 2010 DC 20 HRA 100 HRA 60/32 BASE 40/60 hot rolled asphalt Base (Roadbase) to PD5691/2007 Annex C & BS EN 13/108-4/2006. OR AC 32mm Dense BASE 40/60 asphalt corcrete Base (Roadbase) to PD6691/2007 Annex C & BS EN/3/108 HRA 120 CBR >2%<5% CBR<2% CBR >5% 225 225 specal Capping Layer as required, subject to CBR values. Type 6F1 of 6F20 lable 61 D M.R.B. certified as non-trust sesceptible, spread eveily of the formation that has been shaped and prepared to clause 616<sup>16</sup> approved by Suffolk County Council. Capping layer to be compacted to clause 80<sup>17</sup>. 200 special measures

		ROAD CONSTRUCTION SPECIFICATION (FOOTWAY)	
	LAYER	SPECIFICATION	COMPACTED THICKNESS (mm)
FOOTWAY	1 (surface course)	HRA 15/10 F SURF 40/80 hot rolled asphult to P06691 2007, table C28 Cd 3, type F reoper to containing, 15% aggregate of crushed rock atth a resistant aggregate size of 10mm, a type f time aggregate of crushed rock and a 4860 penetration grade bitument binder.	30
	2 (binder course)	HRA 15/20 F SURF 40/60 hot rolled asphalt to PD6691-2007, table C28 Col 3, type F recipe risk containing 15% aggregate of crushed rock with arealmum aggregate size of 20mm, a type F fine aggregate of crushed rock and a 48/60 penetration golde bitumen binder.	50
	3 (sub-base)	Granular sub-asea Type 1 to clause 803 <sup>(1)</sup> certified as non-frost size2 yible. Spread evenly on the formation that has been shaped and prepaid to clause 816 <sup>(1)</sup> and treated with a granular veed killer of the pre-emperitype approved by Suffoik County Council, sub-base to be compacted to dause 802 <sup>(1)</sup> .	100 (Thickened to 225mm at vehicular crossovers)
Ge	neral Fill	Class 1 granular fill material to lable 6(1 <sup>(1)</sup> and clause 613 <sup>(1)</sup> compacted in layers in accordance with table 6(4 <sup>(1)</sup> . As required	As required

#### ROAD CONSTRUCTION SPECIFICATION Notes:

- All works in strict accordance with Surfolix County Council, Specification for Estate Roads deed May 2007.
  Where SUBGRADE is frost susceptible as defined in TRRL SR839, then the Sub-Base shall be thickened to give a minimum total construction depth of

- Where the Sub-Brownian should be straightful to the sub-Brownian should be extended and compacted in accordance will cliaise 603.

  Where CBR value is less than 2% apocial engineering considerations will be required.

  Where the Sub-Bross leyer is not contineer showing the sub-Brownian shaped down 45-Begrees to formation level. If a Capping Layer is used I his should be extended each side by the sleph of the Sub-Bross leyer showning to shaped down 45-Begrees to formation level. If a Capping Layer is used I his should be extended each side by the sleph of the Sub-Bross or Brownians uses the floatings layers shall not be used by construction traffic sucid as engued to form the next layer.

  Where the Bross (Reachase) or Bross et a straightful or be used by construction traffic sucid as engued to form the next layer.

  Where the Bross (Reachase) or Bross et a straightful or be used by construction traffic sucid as engued to form the next layer.

  Where the Bross (Reachase) or Bross et surface shall be maintained free of port losts, used struitsful-or straightful or and a such cost applied to the surface. If the surface shall be maintained free of port losts, used struitsful-or straightful or surface.

  BLOCK PAYING. All blocks are to be teld in consortance with Specialization for figures of the County Surveyors Scoley and thistopier. "Laying expension straight before the County Surveyors Scoley and thistopier." "Laying expension straight the county Surveyors Scoley and thistopier." "Laying expension straight and the county Surveyors Scoley and thistopier." "Laying expension straight straight and the county Surveyors Scoley and thistopier." "Laying expension straight and the county Surveyors Scoley and thistopier." "Laying expension straight and the county Surveyors Scoley and thistopier." "Laying the surveyors Scoley and thistopier." "Layi

#### HIGHWAY GENERAL SPECIFICATION NOTES

- HIGHWAY GENERAL SPECIFICATION NOTES

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  2. THIS DRAINING IS TO BE READ IN CONJUNCTION WITH ALL BELEVANT.
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  FOR THE WORKS, THE RELEVANT ARCHITECTS DRAININGS AND ANY OTHER
  3. AND TEGETH AND THE SECURE OF BEHAVIOR ASK TO BE
  RESCRIED TO AND RESOLVED BY ARMSTRONG BLICH TO PRICE TO THE
  COMENCIBENT OF ANY WORK RELEVANT TO THE DISCREPANCY.
  4. THE RAININGS CONTRACTORS IS TO PROVIDE BLICH TO PRICE TO THE
  COMENCIBENT OF ANY WORK RELEVANT TO THE DISCREPANCY.
  5. THE RESIDENCE CONTRACTORS IS TO PROVIDE BLICH TO PRICE TO BE
  SECURED TO THE PROVIDE BEHAVIOR OF THE PROVIDE BLICH TO PRICE THE PROVIDE ASK
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#### HIGHWAY GENERAL REQUIREMENTS

This drawing is to be read in conjunction with SUFFCLX COUNTY COUNCIL'S DESIGN QUIDE FOR RESIDENTIAL AREAS adopted 1993 & revised 2000 together with SPECIF.CATION FOR ESTATE ROADS May 2007.

#### SUFFOLK COUNTY COUNCIL HIGHWAY REQUIREMENTS:

All works in the Highrapy should only be attempted by validity qualified and experience personnel. The works should only be carried out with the consent of The DIRECTOR OF ENVIRONMENT, TRANSPORT AND DEVELOPMENT, or his representative, and in accordance with the HEALTH and SAFETY AT WORK ACT 1974. as a served from time to time, and the CONSTRUCTION (HEALTH SAFETY and WELFARE) REGULATIONS 1996.

#### ALL workers should be certified in accordance with the NEW ROAD and STREET WORKS ACT 1991.

Only Contractors approved by SuFolk County Council will be allowed to carry out works within the Adopted Highway.

## During construction all Traffic Control must be to the requirements of CHAPTER 8 OF THE TRAFFIC SIGNS MANUAL.

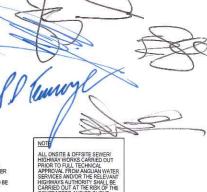
Once approved the contractor shall give advance notice to SUFFCLK COUNTY COUNCIL of his intention to carry out the works. This will allow the Highways inspector to program the works and ensure proper inspection at the following designated stages:

# START OF THE WORKS BEFORE BACKFILLING OF ANY TRENCH UNDER THE HIGHWAY COMPLETION OF THE FORNATION. COMPLETION OF THE SUB-BASE LAYER. LAYNO OF THE SASE CLOYER. LAYNO OF THE SURFACE COURSE. LAYNO OF THE SURFACE COURSE.

## Absolutely no works should be attempted within the adopted highway unless the foregoing is compiled with.

#### BOND COATING

Bitumen bond coats conforming to BS EN 13808 shall be machine applied at a calibrated uniform melered rate, using a spray taster or device integrated with the paving machine operated in accordance with MCHW, Vol 1, Clause 920 [1].



## S278 AGREEMENT

03 10.09.21 KA Reference to SCC Highways Details Added 02 20.11.20 KA Gully and Stepped Tie In Details Added 01 04.05.18 KA Issued For Approval

REV: DATE: BY: DESCRIPTION:



enquiries@armstrorgellott.co.uk www.armstrongellott.co.uk

#### Heritage Developments

## PROJECT

Old Station Road Halesworth, Suffolk

Offsite Highways Details

# Sheet 01 of 01

DRAWING NUMBER:

☐ CONSTRUCTION X PRELIMINARY SCALE @ A1. SCALE @ A3: 200 400 DRAWN: CA

16N0372 PROJECT NUMBER:

C021 REV: 03

10 09 21

