

DATED

27 November

2024

SUFFOLK COUNTY COUNCIL

(1)

- and -

BUFFALOW CROW LTD

(2)

AGREEMENT

made pursuant to Section 278 of the Highways Act 1980  
and any other enabling power relating to  
the development of land at Aldham Mill Hill, Hadleigh, Suffolk

Nigel Inniss  
Monitoring Officer  
Assistant Director - Governance, Legal & Assurance Suffolk County Council  
8 Russell Road Ipswich  
Suffolk IP1 2BX

Ref: RP/80741

THIS AGREEMENT is made the                      day of                      20  
BETWEEN the following parties :-

- (1) SUFFOLK COUNTY COUNCIL of Endeavour House 8 Russell Road Ipswich  
Suffolk IP1 2BX ("the County Council")
- (2) Buffalow Crow Ltd (company number 08214572) of 2 Beacon End Courtyard,  
London Road Stanway, Colchester, Essex, CO3 0NU ("the Developer")

#### 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)
"Cash Deposit"	Means the cash deposit for all of the Highway Works such cash deposit to be held by the County Council should the Developer 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 Cash Deposit to provide the full sums necessary to carry out and maintain the Highway Works
"Cash Deposit Figure"	Means sum of £38,483.79 (thirty-eight thousand, four hundred and eighty three pounds and seventy nine pence) being the cost of the Highway Works plus 10 per cent
"Certificate of Final Completion"	Means any of the certificates referred to in paragraph 2.13 of this Agreement
"CDM Regulations"	Means the Construction (Design and Management) Regulations 2015 (SI 2015/51)
"Commutated Sums"	Means the sum of £300 (three hundred pounds) which is calculated towards the cost of the County Council's future maintenance liability of the Highway Works.

"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
"Plan"	Means the plan annexed hereto
"Site"	Means land situated at Peyton Hall Farm, Aldham Mill Hill, Hadleigh, Suffolk registered at the Land Registry under Title Number SK343019
"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
"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 Developer is the registered proprietor of the freehold mines and minerals with qualified title of the Site
- (C) 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 Section 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 Developer 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 Developer to enter into this Agreement
- 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 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 *Not used*

1.13 *Not used*

1.14 *Not used*

1.15 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

1.16 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

1.17 Where, in accordance with clause 1.16 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

1.18 Where the Agreement has lapsed in accordance with clauses 1.16 or 1.17, the County Council may release to the Developer the Cash Deposit and interest applied at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end 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. 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

## **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 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
- 2.4 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
- 2.5 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
- 2.6 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
- 2.7 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
- 2.8 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
- 2.9 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

2.10 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

2.11 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

2.12 On Substantial Completion of the Highway Works :-

2.12.1 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

2.12.2 the Developer shall provide the County Council with 6 paper copies of the 'as constructed' drawings and a pdf thereof

2.12.3 the Director may issue a Certificate of Substantial Completion to the Developer

2.13 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) so as to place the highway and the Highway Works in a condition satisfactory to the Director. 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 Cash Deposit, then after the issue of the Certificate of Substantial Completion the County Council will approve the release of up to 75% of the Cash Deposit Figure and upon the issue of the Certificate of Final Completion the County Council may release to the Developer the remainder of the Cash Deposit and interest applied at the Bank of England Base



- 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 shall on or before the date of this Agreement pay to the County Council the Cash Deposit in the sum of the Cash Deposit Figure for the Highway Works
- 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 Cash Deposit for the full cost to be expended in so doing
- 3.5 The Developer shall pay to the County Council:-
  - 3.5.1 the legal costs of the County Council in connection with this Agreement prior to sealing of this Agreement;
  - 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,
  - 3.5.3 the inspection/checking fees required by the County Council in connection with the Highways Works in the sum of £2,348.38 (two thousand three hundred and forty eight pounds and thirty eight pence ) prior to sealing of this Agreement; and
  - 3.5.4 the Commuted Sums prior to the sealing of this Agreement

The COMMON SEAL of )  
SUFFOLK COUNTY COUNCIL )  
was hereunto affixed )

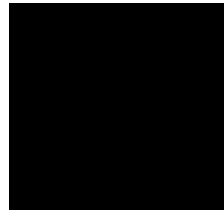
in the presence of

)



A Duly Authorised Officer

Executed as a deed by a director of )  
Buffalo  
Crow Limited



)

)

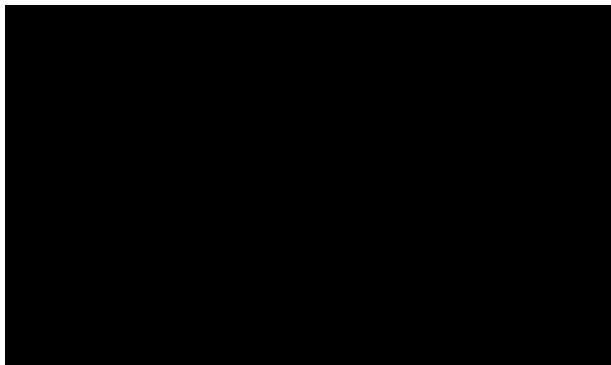
in the presence of

) Director

(Witness signature)

(Witness name)

(Witness address)



Schedule 1  
Works Drawings

Drawing Title	Drawing No
Construction Details	23-034 DR-CE-2321-D-S278
General Arrangement Sheet 1 of 2	23-034-DR-CE-2021-F-S278
General Arrangement Sheet 2 of 2	23-034-DR-CE-2022-A-S278
Kerb Arrangement	23-034-DR-CE-2025-B-S278
Legal Plan	23-034-DR-CE-2401-B-S278

Schedule 2

Location	Description of Works
Aldham Mill Hill, Hadleigh	Road Widening in two locations and resurfacing

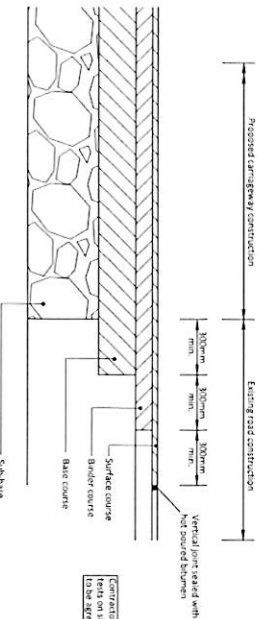
Highway Works to be commenced with 12 months of the date of this Agreement and completed within 3 months of the commencement of the Highway Works

No directions to be scaled from this drawing. Information contained within this drawing is the sole copyright of ICEN Consulting Anglia Limited. This document contains confidential and proprietary information that cannot be reproduced or stored in any way without the written consent of ICEN Consulting Anglia Limited.

- NOTES
- All details are based on the survey by ICEN Consulting dated 24th Aug 2023.
  - All works and materials are to be in accordance with the HIGHWAY COUNTRY COUNCIL SPECIFICATION FOR STATE MAINTENANCE 2007 and to the satisfaction of the Highway Department.
  - Prior to commencement of the works, the Contractor shall take all relevant service companies to locate, protect and where necessary, divert all affected services.

CBR	Sub-base
>5%	275mm
4%	270mm
3%	340mm
2%	400mm

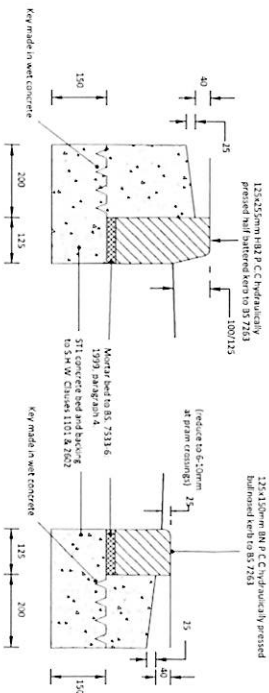
Where CBR < 2% additional measures may be required. Non frost susceptible material to be used within 420mm of finished surface.



JOINT TO EXISTING CARRIAGEWAY DETAIL  
N/S



Note: All horizontal surfaces to be back covered (K117)



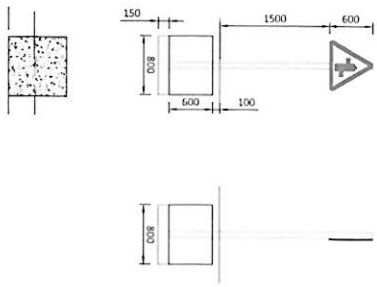
KERB DETAIL 'A'

KERB DETAIL 'B'

P.C.C KERB/ EDGING DETAILS  
Scale 1:10

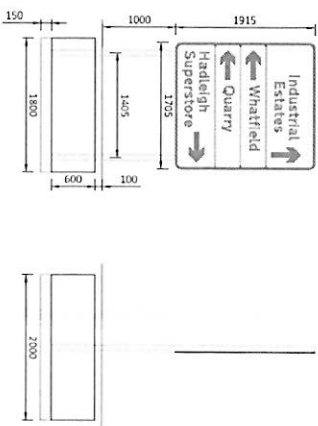
Note: Kerb height to be as shown, unless otherwise stated.

Structural Calculation Details  
Sign  
Reference: S4  
Width: 600mm, height: 600mm  
Space: 100mm  
Material: 100mm  
Mounting height: 1500mm, at post  
Post  
Quantity: 1  
Type: 76.1 x 1.2 CHS (S155)  
Base  
Point 1: length: 2800mm  
Type: Combined  
Width: 800mm  
Height: 1500mm  
Volume: 0.350m³  
Buried layer: 150mm  
Building layer: 150mm



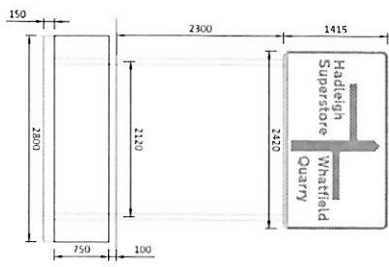
ROAD SIGN - S4  
N/S

Structural Calculation Details  
Sign  
Reference: S5  
Width: 1200mm, height: 1915mm  
Space: 100mm  
Material: 100mm  
Mounting height: 1500mm, at post  
Post  
Quantity: 2  
Type: 76.1 x 1.2 CHS (S155)  
Base  
Point 1: length: 1800mm  
Point 2: length: 1800mm  
Type: Combined  
Width: 1200mm  
Height: 1500mm  
Volume: 0.350m³  
Buried layer: 150mm  
Building layer: 150mm



ROAD SIGN - S5  
N/S

Structural Calculation Details  
Sign  
Reference: S6  
Width: 1415mm, height: 2300mm  
Space: 100mm  
Material: 100mm  
Mounting height: 1500mm, at post  
Post  
Quantity: 2  
Type: 76.1 x 1.2 CHS (S155)  
Base  
Point 1: length: 2800mm  
Point 2: length: 2800mm  
Type: Combined  
Width: 1415mm  
Height: 1500mm  
Volume: 0.350m³  
Buried layer: 150mm  
Building layer: 150mm



ROAD SIGN - S6  
N/S

REV	DATE	BY	DESCRIPTION	CHKD
D	20/02/24	WD	Amended to suit SDC comments.	WD
C	16/01/24	WD	Section B added.	WD
B	20/12/23	WD	Amended to suit SDC comments.	WD
A	08/11/23	WD	Final design and details added.	WD
LV	20/08/23	WS	First issue.	WD
REV	DATE	BY	DESCRIPTION	CHKD

ICEN CONSULTING  
CIVIL & STRUCTURAL  
ENGINEERS  
ICEN Consulting Anglia Limited  
3 Dedham Vale Business Centre  
Dedham, Essex  
CO1 8LW  
T: 01206 884777  
E: info@icenconsulting.co.uk  
www.icenconsulting.co.uk

COMS  
SHORT ESTIMES

PROJECT  
ALDHAM MILL HILL  
HADLEIGH  
IP7 6LE

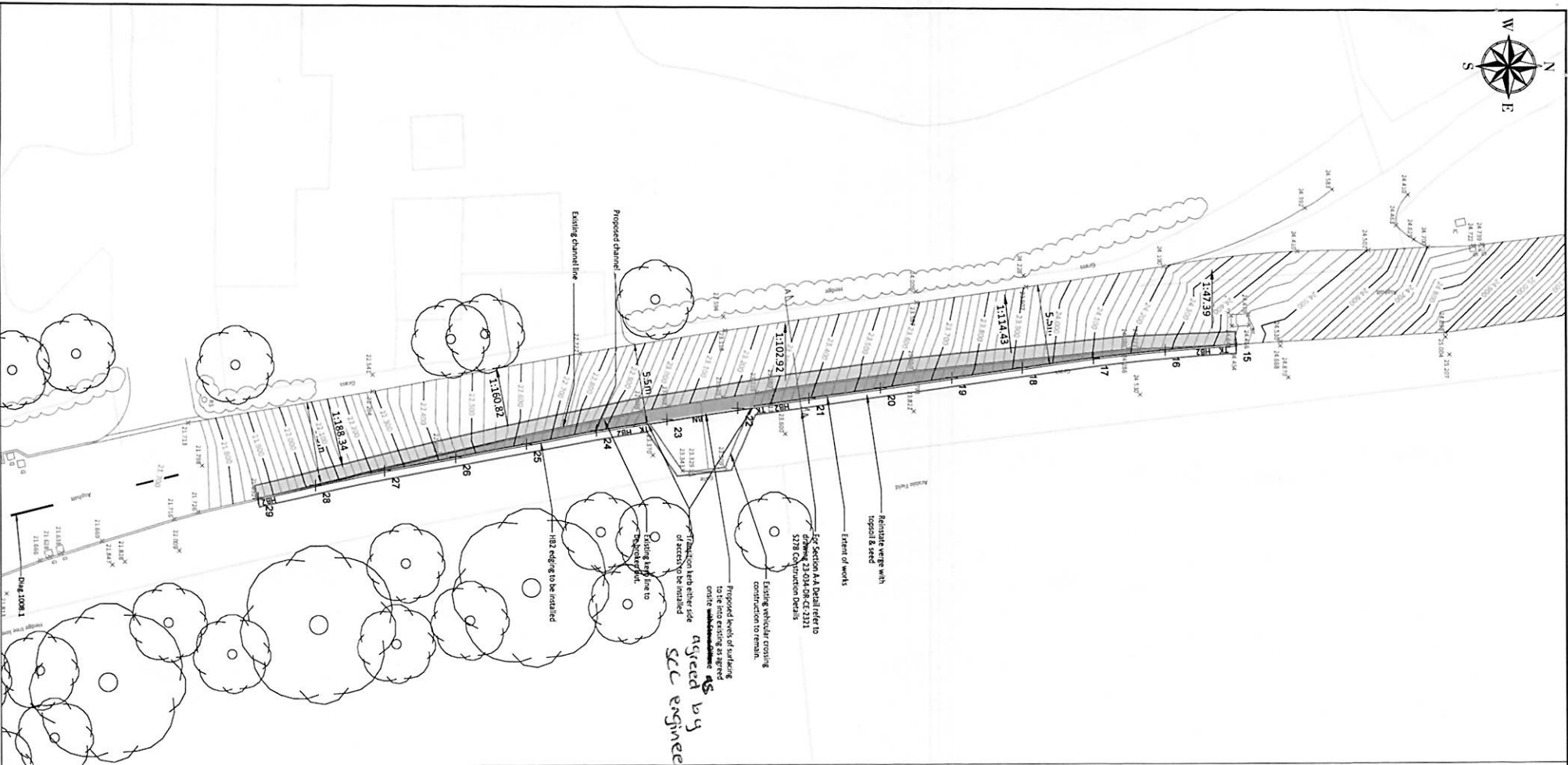
CLIENT  
Oakstone Contracting  
Civil Engineering & Construction

DRAWING TITLE  
S278 CONSTRUCTION  
DETAILS

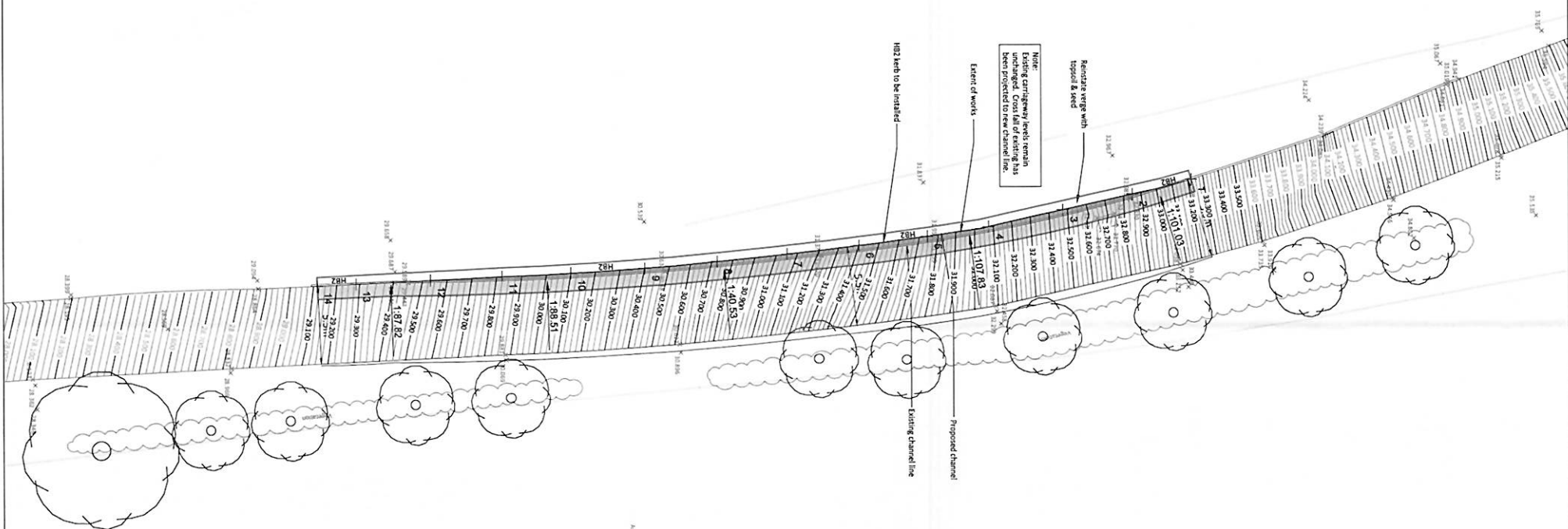
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AS SHOWN	AUG 2023	BS	MKP

APPROVAL

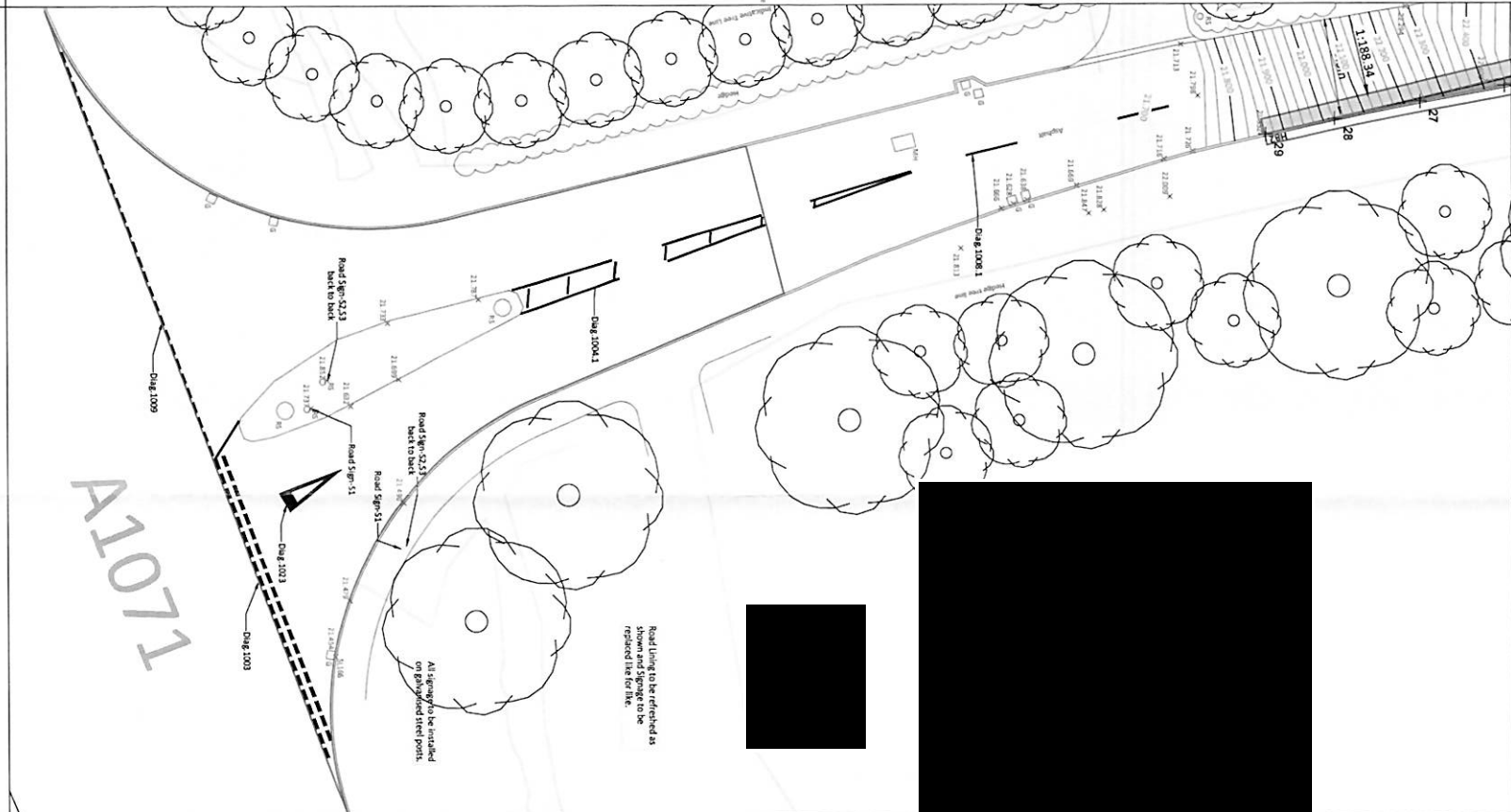
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PLAN 1

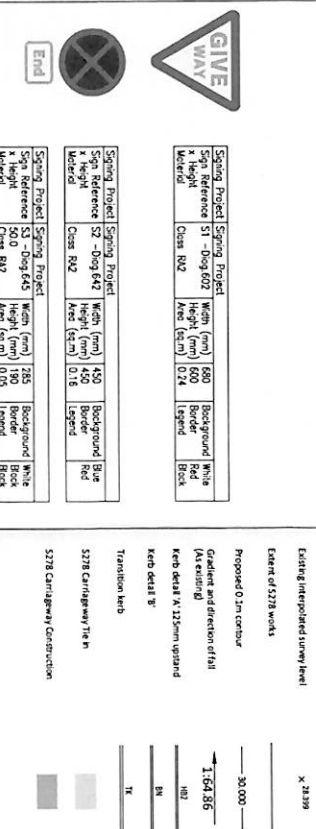


PLAN 2

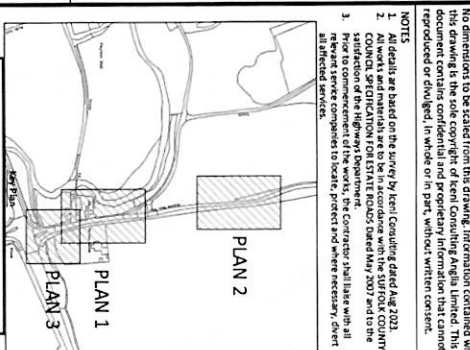


PLAN 3

## LEGEND



Setting Project	Setting Project	Setting Project	Setting Project	Setting Project	Setting Project
Sign Reference S1 - Dog 602	Sign Reference S2 - Dog 602	Sign Reference S3 - Dog 602	Sign Reference S4 - Dog 602	Sign Reference S5 - Dog 602	Sign Reference S6 - Dog 602
Width (mm) 180	Width (mm) 180	Width (mm) 180	Width (mm) 180	Width (mm) 180	Width (mm) 180
Height (mm) 100	Height (mm) 100	Height (mm) 100	Height (mm) 100	Height (mm) 100	Height (mm) 100
Material 180	Material 180	Material 180	Material 180	Material 180	Material 180
Color 180	Color 180	Color 180	Color 180	Color 180	Color 180



SETTING OUT DATA

POINT NUMBER	EASTING	NORTHING	LEVEL
1	000440.355	244009.825	33.223
2	000441.377	244005.820	32.883
3	000442.454	244001.016	32.475
4	000443.617	243996.827	32.015
5	000444.231	243991.528	31.741
6	000444.912	243986.772	31.403
7	000445.502	243981.791	31.050
8	000446.006	243976.837	30.725
9	000446.450	243971.894	30.405
10	000446.786	243966.689	30.100
11	000447.005	243961.887	29.821
12	000447.246	243956.921	29.532
13	000447.489	243951.691	29.282
14	000447.630	243946.870	29.116
15	000447.833	243941.714	28.444
16	000448.515	243934.199	24.285
17	000449.105	243919.234	24.104
18	000449.736	243914.274	23.824
19	000450.422	243909.321	23.750
20	000451.113	243904.369	23.570
21	000451.807	243899.418	23.379
22	000452.502	243894.466	23.178
23	000453.201	243889.524	23.007
24	000453.901	243884.582	22.836
25	000454.605	243879.641	22.635
26	000455.314	243874.741	22.447
27	000456.031	243869.822	22.239
28	000456.757	243864.824	22.028
29	000457.506	243859.830	21.854

REVISIONS	REV	DATE	BY	DESCRIPTION	CHKD
1	01/07/24	WD		Amended to show line boundary around	MP
2	21/04/24	WD		Amended to show line boundary around	MP
3	16/01/24	WD		Amended to suit SCC comments	MP
4	10/12/23	WD		Amended to suit SCC comments	MP
5	09/12/23	WD		Amended to suit SCC comments	MP
6	01/11/23	WD		Amended to suit SCC comments	MP
7	23/08/23	BS		First issue	CHD

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**COMS**  
C07 6EL

**ALDHAM MILL HILL, HADLEIGH IP7 6LE**

**Oakstone Contracting**  
Civil Engineering & Construction

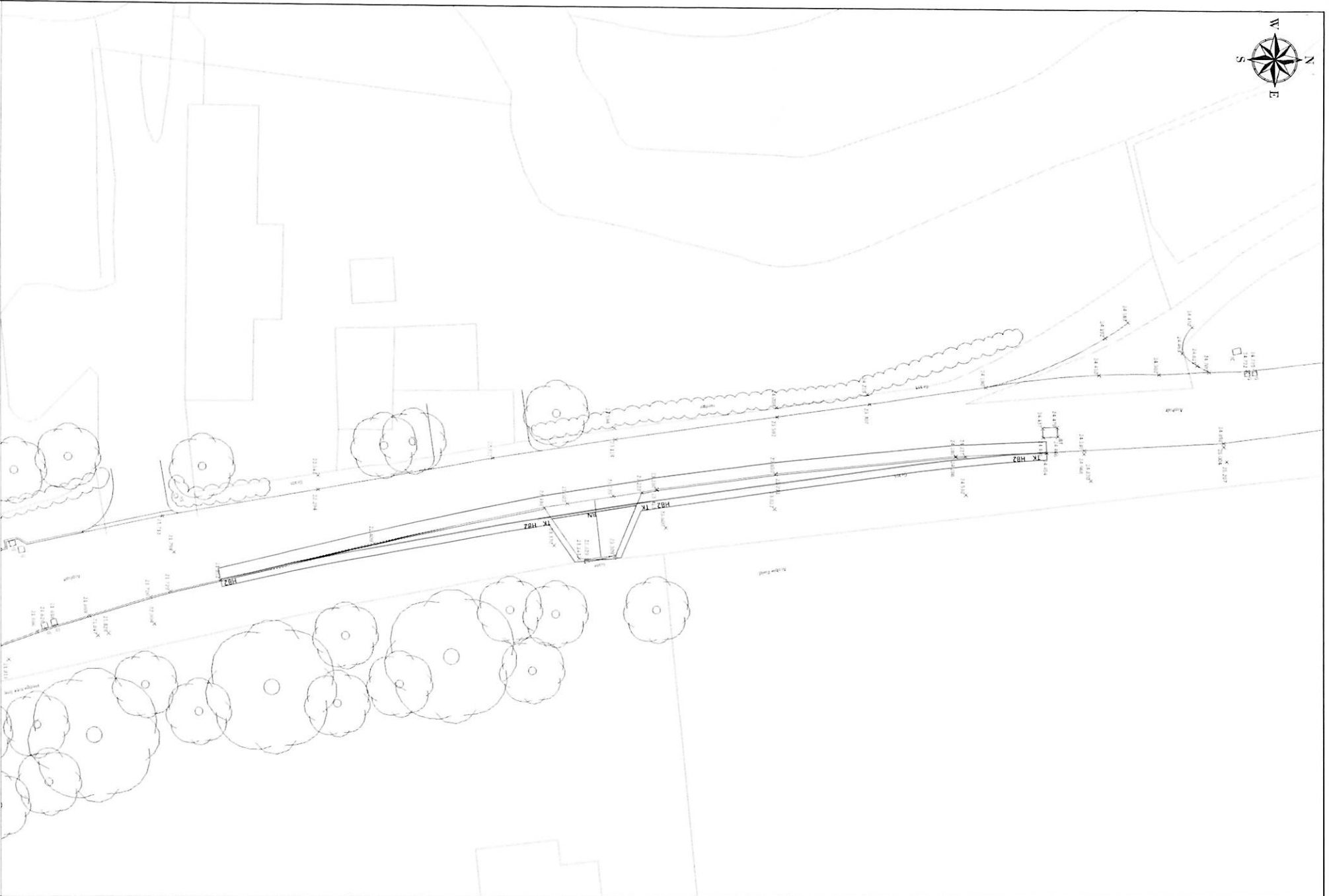
**S278 GENERAL ARRANGEMENT SHEET 1 OF 2**

**APPROVAL**

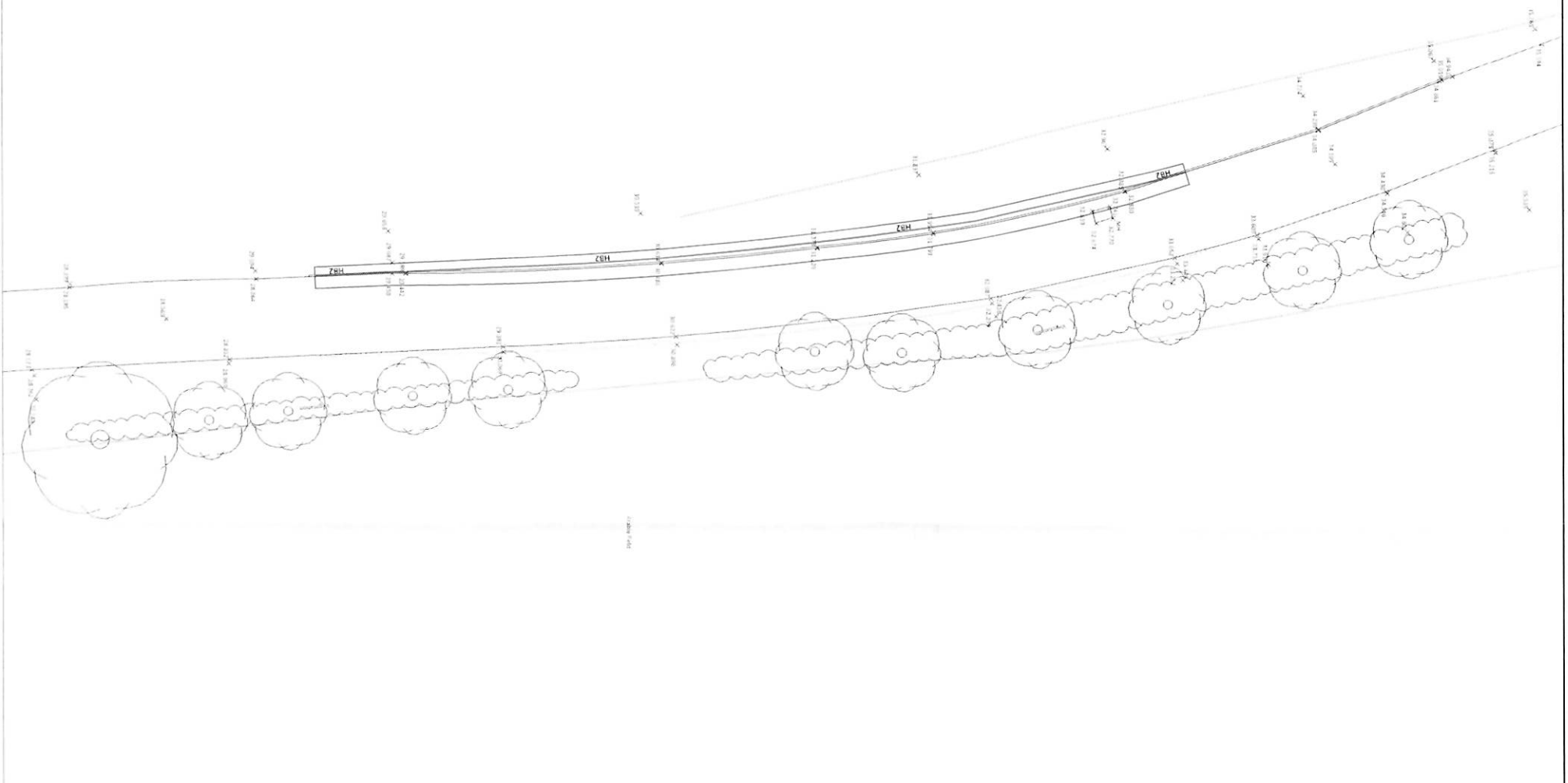
**23-034-DR-CE-2021**







PLAN 1



PLAN 2

No dimensions to be scaled from this drawing. Information contained within this drawing is confidential and proprietary. It is to be used for the project only and not to be reproduced or divulged, in whole or in part, without written consent.

NOTES

1. All measurements are to be taken from the centre of the road.
2. All measurements are to be taken from the centre of the road.
3. All measurements are to be taken from the centre of the road.



LEGEND

Existing proposed survey point	X 23.109
Extent of 2318 works	WD
Kerb detail A 115mm upstand	3M
Kerb detail B	TX
Transverse kerb	

B	13/02/24	WD	Approved to suit SCC constraints.	WD
A	20/12/23	WD	Approved to suit SCC constraints.	WD
14	08/12/23	WD	First Issue	WD
15	08/12/23	WD	Revised	WD
16	08/12/23	WD	Revised	WD

REVISIONS

**ICENI CONSULTING**  
Icen Consulting Anglia Limited  
3 Ditcham Vale Business Centre  
Ditcham Vale  
Ditcham  
CO1 6EL  
T: 01206 413677  
E: info@iceniconsulting.co.uk  
www.iceniconsulting.co.uk

**COMS**  
Civil Engineering & Construction

PROJECT  
ALDHAM MILL HILL,  
HADLEIGH  
IP7 6LE

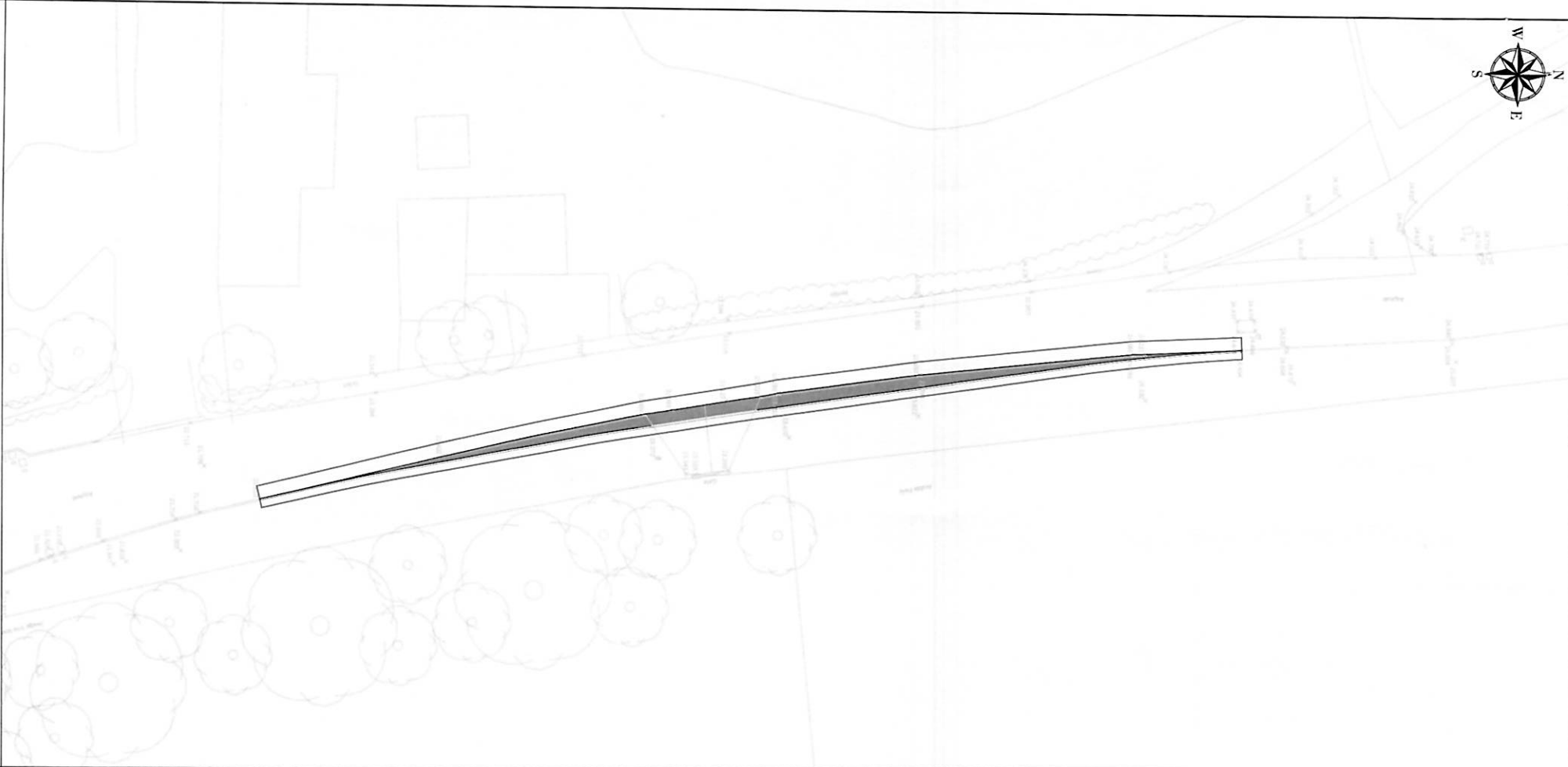
CLIENT

**Oakstone Contracting**  
Civil Engineering & Construction

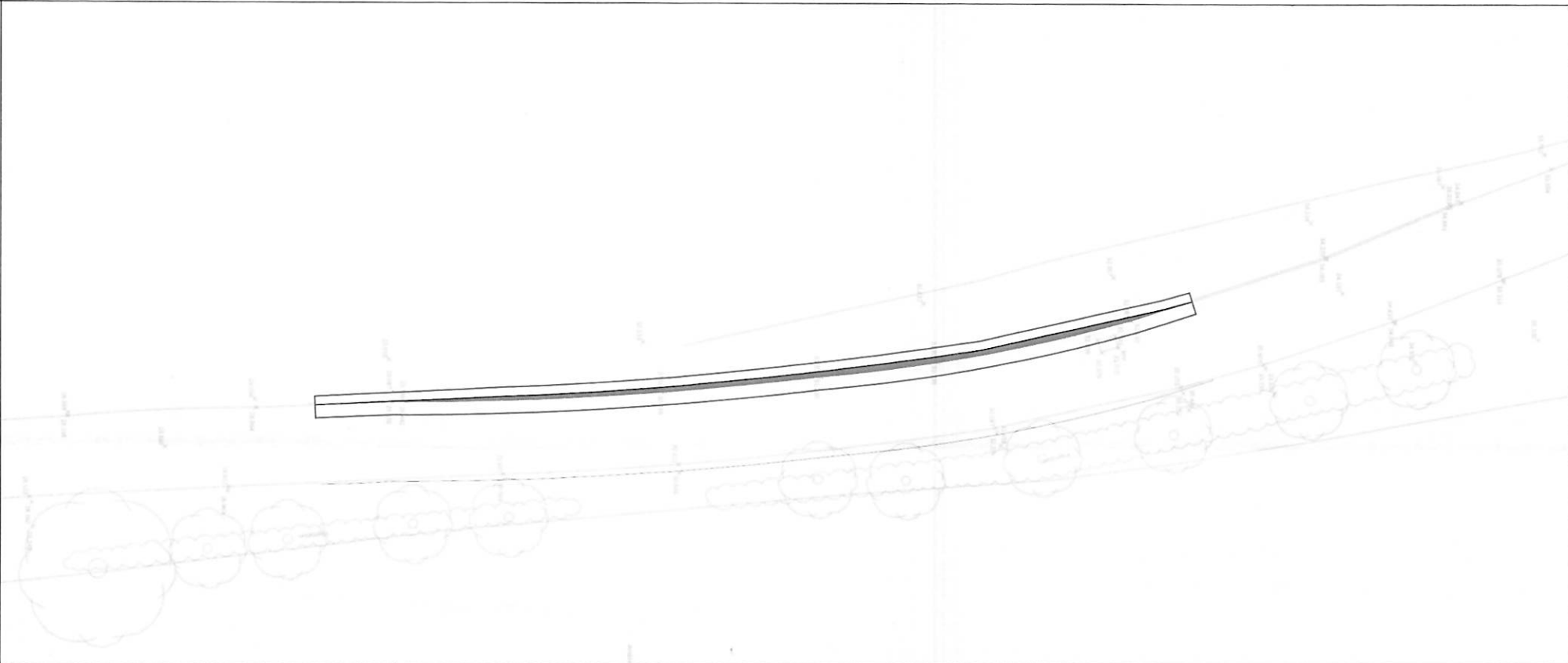
DRAWING TITLE  
S278 KERB ARRANGEMENT

SCALE @ A1	DRAWN	CHECKED BY
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STATUS	APPROVAL	MDP

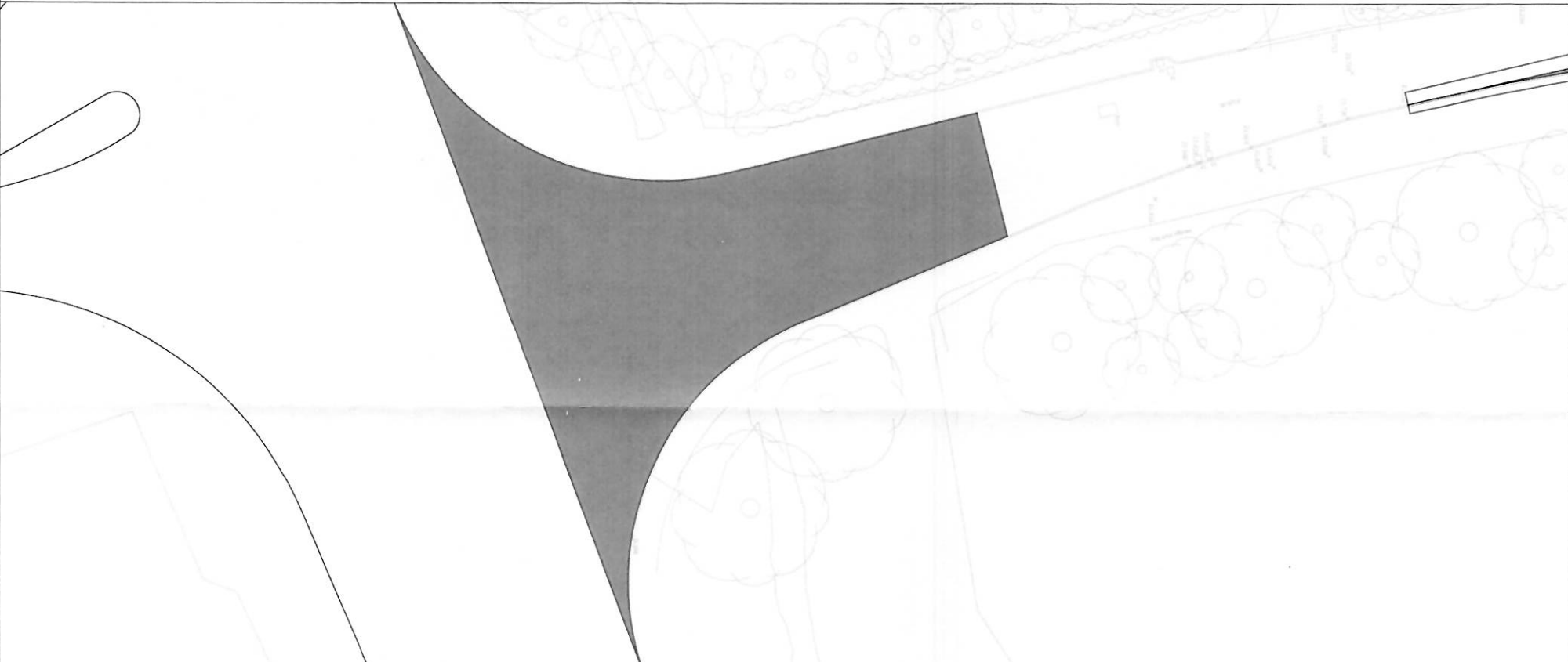
DWG NO	REVISION
23-034-DR-CE-2025	B



PLAN 1



PLAN 2



PLAN 3

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- NOTES
- All details are based on the survey by Iceni Consulting dated Aug 2023.
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### LEGEND

- Existing interpolated survey level
- Extent of S278 works
- S278 Carriageway Construction

B	23/04/24	WD	Part of the S278 Carriageway Construction	MP
A	18/02/24	WD	Amended to add S278 comments	MP
1st	06/12/23	WD	First Issue	MP
REV	DATE	BY	DESCRIPTION	CHKD
REVISIONS				

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CLIENT  
**Oakstone  
Contracting**  
Civil Engineering & Construction

DRAWING TITLE  
**S278 LEGAL PLAN**

SCALE @ A1  
1:200

DATE  
DEC 2023

DRAWN  
WD

CHECKED BY  
MKP

STATUS  
**APPROVAL**

DWG. NO.  
**23-034-DR-CE-2401**

REVISION  
**B**