

DATED

27 January

2024/5

SUFFOLK COUNTY COUNCIL (1)

- and -

NORTH AVENUE DEVELOPMENT (2)
COMPANY (THREE) LIMITED

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 182A Bures Road, Great Cornard, Sudbury,
Suffolk

Nigel Inniss
Monitoring Officer and Assistant Director Governance Legal and Assurance
Suffolk County Council
Endeavour House
8 Russell Road
Ipswich
Suffolk IP1 2BX

Ref: AW/82108

THIS AGREEMENT is made the 27th day of January 2024/5
BETWEEN the following parties :-

- (1) SUFFOLK COUNTY COUNCIL of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX ("the County Council")
- (2) NORTH AVENUE DEVELOPMENT COMPANY (THREE) LIMITED (company number 13400869) of Swift House Ground Floor, 18 Hoffmanns Way, Chelmsford, Essex, England, CM1 1GU ("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 £26,602.51 (twenty-six thousand six hundred and two pounds and fifty-one 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)
"Commuted Sums"	Means the sum of £2,418.95 (two thousand four hundred and eighteen pounds and ninety-five pence) which is calculated towards the cost of the County Council's future maintenance liability of the Highway Works.

"Compensation Figure"	Means the sum of £9,675.00 (nine thousand six hundred and seventy-five pounds) which is the amount which the Director reasonably considers sufficient to meet the likely cost of settling claims and connected costs under Part I of the Land Compensation Act 1973
"Compensation Cash Deposit"	Means the cash deposit to be paid to the County Council in the sum of the Compensation Figure being the sum the County Council reasonably considers sufficient to meet the likely cost of settling claims and connected costs under Part I of the Land Compensation Act 1973
"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
"Site"	Means land situated at 182A Bures Road, Great Cornard, Sudbury, Suffolk as registered at HM Land Registry under Title Number SK323770
"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 with title absolute of the Site registered at the Land Registry under Title Number SK323770

- (C) **RQ CAPITAL LIMITED** (company number 7914552) of Bawdeswell Hall, Dereham, Norfolk NR20 4SA, **DINAH WHITTLE** of Brambles, Chalk Road, Ifold, Loxwood, Billingshurst RH14 0UD, **BARRY JOHN CLAYDEN** of 82 Back Road, Writtle, Chelmsford CM1 3PD and **GINA LE CLAIRE** of 19, Clos des Sables, St Brelaee, Jersey, Channel Islands, JE3 8GH ("the Mortgagees") each have separate registered charges dated 21 September 2022 over the Site registered with Title Number SK323770. **DINAH WHITTLE** of Brambles, Chalk Road, Ifold, Loxwood, Billingshurst RH14 0UD has a further registered charge dated 8 September 2023 over the Site registered with Title Number SK323770
- (D) By Letters of Consent dated ~~19 November 2024~~ and ~~27 November 2024~~ (annexed at Schedule 3), the Mortgagees acknowledge and declare that this Agreement has been entered into by the Developer with its consent and that the Site shall be bound by the obligations contained in this Agreement
- (E) 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 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 other than the Mortgagees whose consent is necessary for the Developer 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 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 Developer 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 Developer 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 dedicated as public highway by the Developer 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

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 1.17, 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 may 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 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.

- 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 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; 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 £2,660.25 (two thousand six hundred and sixty pounds and twenty-five pence) prior to sealing of this Agreement;
 - 3.5.4 the Commuted Sums prior to the sealing of this Agreement
 - 3.5.5 the whole of the costs of the County Council in connection with surveying and assessing the land upon which the Highways Works are to be constructed and land in the vicinity of the Highway Works as deemed necessary by the County Council in order to provide the Compensation Figure for the Compensation Cash Deposit, and these costs shall be payable prior to sealing of this Agreement

4 PART 1 OF THE LAND COMPENSATION ACT 1973

- 4.1 On the date of this Agreement and without expense to the County Council the Developer shall pay the Compensation Cash Deposit to the County Council and the Developer shall be bound with the County Council in the amount of the Compensation Figure
- 4.2 The Compensation Cash Deposit shall provide that should the Developer default in any way in his obligation to pay to the County Council the sums specified in clause 4.4 of this Agreement the County Council may call upon the Compensation Cash Deposit to pay the sums due under clause 4.4 of this Agreement to the County Council or any shortfall in the event that some of the monies have already been paid to the County Council
- 4.3 Upon the date which falls seven (7) years from the point at which the last of the Highway Works is first open to public traffic and if all duly made claims are settled the County Council will release the Developer from all subsisting obligations under the Compensation Cash Deposit and the remainder of the Cash Deposit shall be returned together with interest as 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 save that if all duly made claims are not settled all but an amount reasonably sufficient to settle such claims will be released
- 4.4 The Developer hereby undertakes and agrees with the County Council that in the event of any claim for compensation or otherwise or costs or charges arising in connection with or incidental to or in consequence of the carrying out of the Highway Works whether mandatory or discretionary which may be incurred by virtue of any enactment or statutory instrument and otherwise hereby provided for he will hold the County Council fully indemnified from and against all claims charges costs and expenses in connection therewith or arising therefrom

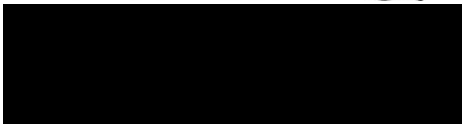


IN WITNESS whereof this Agreement has been executed and delivered [REDACTED] on the date first above written.

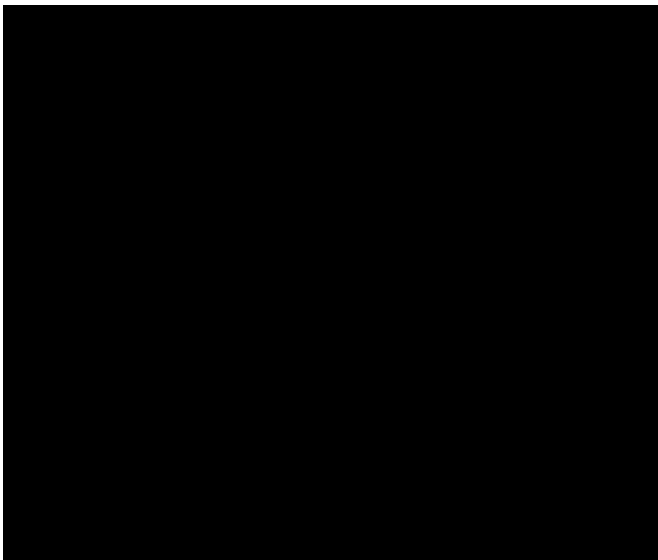
The common seal of SUFFOLK COUNTY COUNCIL was hereunto affixed in the presence of



A duly authorised officer



Executed as a Deed by
NORTH AVENUE DEVELOPMENT CO (THREE) LTD
acting by a Director
in the presence of



Schedule 1
Works Drawings

Drawing Title	Drawing No
ROAD CONSTRUCTION DETAILS SHEET 1	7777 - EW17
ROAD CONSTRUCTION DETAILS SHEET 2	7777 - EW18
S278 G.A.PLAN 1	7777-EW32-A2
S278 SETTING OUT PLAN	7777-EW23 - P1
S278 LEGAL PLAN 2	7777-EW31-P1

Schedule 2

Location	Description of Works
Bures Road, Great Cornard, Sudbury	<p>A new access road will be constructed to connect the new dwellings located at the former site of 182A to Bures Road.</p> <p>the bus stop currently situated withing the new access road (Grantham Avenue Sufadtaj) will need to be relocated to a new location.</p>

SCHEDULE 3

Brambles
Chalk Road
Ifold
Loxwood
Billingshurst
RH14 0UD

HM Land Registry

Dear Sirs

Title Number: SK323770

Land on the west side of Bures Road, Great Cornard, Sudbury

I, Dinah Whittle, of Brambles, Chalk Road, Ifold, Loxwood, Billingshurst RH14 0UD, as proprietor of a registered charge dated 21st September 2022 and 8th September 2023, hereby consent to the entering into by North Avenue Development Co (Three) Ltd of a Section 278 Agreement in the form attached.

Yours faithfully

A large black rectangular redaction box covering the signature and name of the signatory.

Dated this 1st day of November 2024

25 Jardin du Hocq
La rue du Hocq
St Clement
Jersey
JE 2 6GJ

HM Land Registry

Dear Sirs

Title Number: SK323770

Land on the west side of Bures Road, Great Cornard, Sudbury

I, Gina le Claire, of 25 Jardin du Hocq, La rue du Hocq, St Clement, Jersey JE 2 6GJ, as proprietor of a registered charge dated 21st September 2022, hereby consent to the entering into by North Avenue Development Co (Three) Ltd of a Section 278 Agreement in the form attached.

Yours faithfully



Dated this 27th day of November 2024

82 Back Road
Writtle
Chelmsford
Essex
CM1 3PD

HM Land Registry

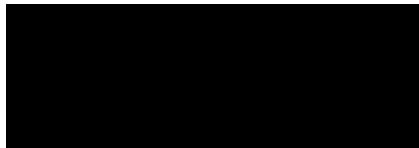
Dear Sirs

Title Number: SK323770

Land on the west side of Bures Road, Great Cornard, Sudbury

I, Barry John Clayden, of 82 Back Road, Writtle, Chelmsford, Essex CM1 3PD, as proprietor of a registered charge dated 21st September 2022, hereby consent to the entering into by North Avenue Development Co (Three) Ltd of a Section 278 Agreement in the form attached.

Yours faithfully

A large black rectangular box redacting the signature of Barry John Clayden.

Dated this 27th day of November 2024

HM Land Registry

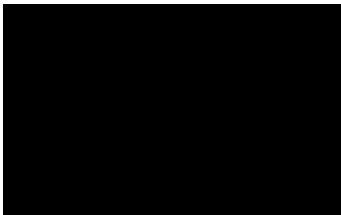
Dear Sirs

Title Number: SK323770

Land on the west side of Bures Road, Great Cornard, Sudbury

We, RQ Capital Limited, of Bawdeswell Hall, Dereham, Norfolk NR20 4SA as proprietor of a registered charge dated 21st September 2022 hereby consent to the entering into by North Avenue Development Co (Three) Ltd of a Section 278 Agreement in the form attached.

Yours faithfully





Dated this 19 day of November 2024

GENERAL NOTES: 1

- KEY PLAN
NTS

SITE BOUNDARY

S278 - ADOPTABLE HIGHWAYS - MINOR ROAD JUNCTION - GENERAL ARRANGEMENT.
Scale 1 : 100 at A0

KEY	
	PROPOSED LAND TO BE ADOPTED BY SCC AS HIGHWAY NEW ADOPTED FOOTWAY
	PROPOSED LAND TO BE ADOPTED BY SCC AS HIGHWAY NEW ADOPTED CARRIAGEWAY

JOHN SIME & ASSOCIATES LTD
STRUCTURAL & CIVIL ENGINEERING CONSULTANTS

57A HIGH STREET
WICKFORD
ESEX. SS12 9AQ
Tel: 0203 560250
Fax: 0203 560251
E-mail: enquiries@chelsea.co.uk

CONTRACT TITLE
LAND REAR OF 182A BURES ROAD,
GREAT CORNARD,
SUDBURY,
CO10 0JQ

DRAWING TITLE

S278 ADOPTABLE HIGHWAYS
LEGAL PLAN
SHEET 2 OF 2

ARCHITECT
FRONT

SCALE 1"=100' AT A0			
DRAWN	SHA	JOB NO	DRAWING NO
DATE	JULY 23	7777	EW31
CHECKED	CL		

1000



ASSOCIATES LTD AND IS NOT TO BE REPRODUCED OR COPIED WITHOUT WRITTEN CONSENT

THIS DRAWING SHOULD NOT BE INTERPRETATED OR
SCALED. WORK TO GIVEN DIMENSIONS ONLY

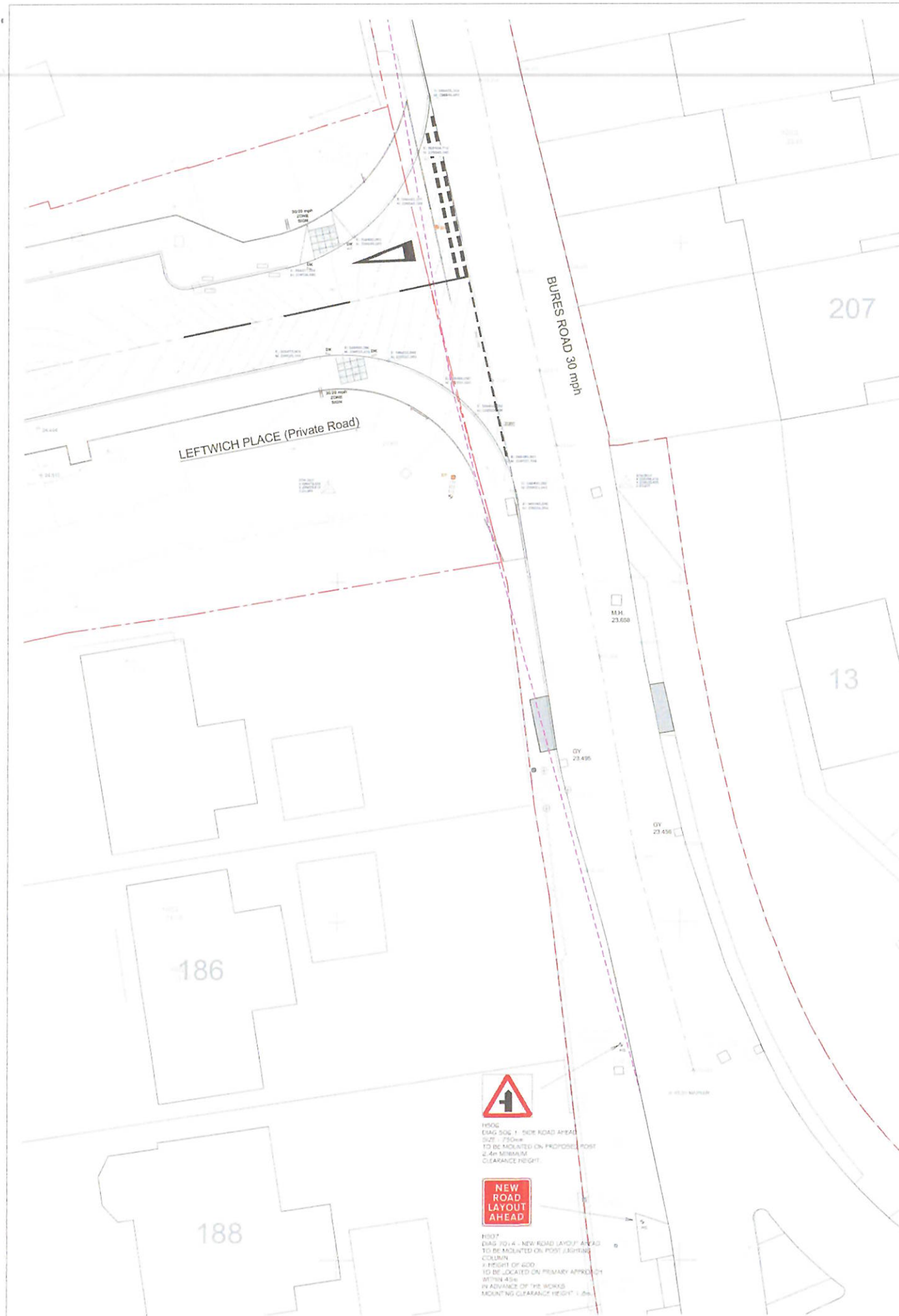
GENERAL NOTES:

1. REFER TO ARCHITECTURAL AND STRUCTURAL ENGINEER'S DETAILS FOR BOTH- BASED CURB / PAVEMENT SIDEWALK AND TANKING DETAIL.
2. ALL MATERIALS AND DIMENSIONAL SHALL COMPLY WITH THE MANUAL OF CONTRACT DOCUMENTS FOR HIGHWAY WORKS, VOLUME ONE, SPECIFICATION FOR HIGHWAY WORKS AND THE LOCAL AUTHORITY SPECIFICATION FOR ROAD CONSTRUCTION AND STANDARD DETAILS.
3. THE PUBLIC HIGHWAY AND WORKS WILL BE KEPT CLEAN AND FREE OF DEBRIS BY USE OF SITES, WASHING FACILITIES AND FORDS SWEEPERS TO THE CONTRACTOR'S SATISFACTION.
4. ALL SETTING OUT SHALL BE AGREED ON SITE WITH THE ENGINEER, PRIOR TO THE COMMENCEMENT OF THE WORKS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE LOCAL AUTHORITY PRIOR TO COMMENCING WORKS ON THE HIGHWAY.
6. ALL SOFT SPOTS AND Voids SHALL BE REMOVED BEFORE CONSTRUCTION AND REPLACED WITH SUITABLE FILL MATERIAL.
7. ROAD FORMATION TO BE IN ACCORDANCE WITH CLAUSE 614, AND COMPACTED IN ACCORDANCE WITH TABLE 6 THE REQUIREMENTS OF GRA OF THE SPECIFICATION FOR HIGHWAY WORKS - SERIES 200 EARTHWORKS.
8. APPROVED RESIDUAL WEEDEWAX, WHICH DOES NOT CONTAIN ARSENIC OR SILVANE, SHALL BE APPLIED TO ALL FORMATIONS.
9. ALL ASPHALT CARRIAGEWAY MATERIALS SHALL BE SUPPLIED AND Laid IN ACCORDANCE WITH EN 13181-1.
10. ALL MATERIALS IN CARRIAGEWAYS SHALL BE Laid BY MACHINE.
11. MINIMUM PAVEMENT CONSTRUCTION DEPTH OF 450mm IS REQUIRED FOR NON-FROST SUSCEPTIBLE MATERIAL.
12. THE CONTRACTOR MUST VERIFY CRK VALUES ALONG EACH ACCESS ROAD AT 50M INTERVALS. THE RESULTS OF WHICH MUST BE SENT TO THE ENGINEER FOR CONFIRMATION OF THE CARRIAGEWAY CONSTRUCTION SHOWN ON THE CONSTRUCTION DETAILS DRAWINGS, PRIOR TO COMMENCING THE WORKS.
13. PROVIDE GRATED GUTTERS AND FRAMES SHALL BE SET AT A LEVEL OF 150MM BELOW THE FINISHED LEVEL OF THE CARRIAGEWAY.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR POSTING ROAD SIGNS AT ALL ROAD SPOTS IN THE CARRIAGEWAY.
15. NO DOORS, WINDOWS, EATES ETC. SHOULD OPEN OVER THE ADAPTABLE HIGHWAY AND THERE SHOULD BE NO PROJECTING GAN WATER DOWN PIPES OR OVERHANGING TRAYS FROM ROOFS.
16. NO SURFACE WATER RUN-OFF FROM THE PRIVATE AREAS SHALL DISCHARGE ONTO THE ADAPTABLE HIGHWAY.
17. VISIBILITY PLAYS 2.4 x 4.3 DM ARE REQUIRED EITHER SIDE THE CURB LINE OF THE PRIVATE DRIVE/ACCESS ROAD AS IT INTERFACES WITH THE MAIN ROAD. THERE SHALL BE NO SIGNPOSTS OR SIGNS IN THE RIGHT

BOX NOTE : 1	BOX NOTE : 5
PROPOSED ON-SITE 20 mph ZONE MAYBE SUBJECT TO TRAFFIC REGULATION ORDER. SIGNAGE SHALL NOT BE ERECTED UNTIL ANY REQUIRED TRO'S ARE IN PLACE	BOND COATS SHALL BE APPLIED BETWEEN BOND LAYERS OF BITUMINOUS MATERIALS BY MEASURED MECHANICAL SPRAYING EQUIPMENT. BOND COATS SHALL HAVE A BEA CERTIFICATION AND COMPLY WITH CL. B20, VOL. 1, MCHW.
BOX NOTE : 2	BOX NOTE : 6
PROPOSED FOOTWAY SIGNAGE SHALL NOT BE ERECTED UNTIL THE FULL EXTENT OF THE WORKS ARE COMPLETE. (IRON POSTS MAYBE INSTALLED IN ADVANCE)	EXISTING TOLLAGE (VEGETATION) TO BE CUT BACK TO ENSURE NO OVERHANGING OCCURS ALONG REALIGNED BACK OF FOOTWAY SO THAT ACCEPTABLE VISIBILITY IS MAINTAINED
BOX NOTE : 3	BOX NOTE : 7
SIGNS SHALL BE MOUNTED ON OFF SET BRACKETTS SO THAT THE SIGNS DO NOT OVERHANG PRIVATE PROPERTY. HIGHWAY SIGNS SHALL BE TRANSFERRED TO THE NEW COLUMNS.	NOTE: ALL MAINROAD COVERS & GULLY GRATING IN THE ADJOINABLE HIGHWAYS SHALL BE IN ACCORDANCE WITH HANDBOOK AND REQUIRE 60 PSV COVERS IN HIGH RISK AREAS & 45 PSV COVERS TO REMAINING AREAS.
BOX NOTE : 4	BOX NOTE : 8
SURFACE WATER CONNECTIONS FROM EXISTING ROAD DRAINAGE TO BE INVESTIGATED AND CUFF ALL LOCATION CONFIRMED PRIOR TO COMMENCEMENT OF JUNCTION WORKS.	PROPOSED LANDSCAPING WITHIN THE VERGE OF THE PRIVATE LAND MUST NOT OBSCURE VISIBILITY SPLAY AND SHOULD NOT BE GREATER THAN 600mm IN HEIGHT.

ROAD BORN BOULEVARD						
BOURN REF NO.	DAWG NO.	Size (sq. ft.)	Mounting Height (ft.)	Elimination / Refuse	Refusibility (estimated)	First Foundation
H01	615 A	300 SQ. FT.	2.80m	Eliminated	90-95% initial 100% final	100% initial 100% final
H02	616	300 SQ. FT.	2.80m	Eliminated	90-95% initial 100% final	100% initial 100% final
H03	602	300	2.80m	Eliminated	90-95% initial 100% final	100% initial 100% final
H04	615 A	300 SQ. FT.	2.80m	Eliminated/Refuse	90-95% initial 100% final	100% initial 100% final
H05	616	300 SQ. FT.	2.80m	Eliminated	90-95% initial 100% final	100% initial 100% final
H06	506-1	710	2.80m	Eliminated/Refuse	90-95% initial 100% final	100% initial 100% final
H07	7104	300 SQ. FT.	1.80m	Eliminated/Refuse	90-95% initial 100% final	100% initial 100% final

NO.	RECOMMENDATION'S ADDRESS	TOWNSHIP	DATE
	NO. OF COMMENTS TO BE ADDED	COUNTY	MONTH
AMOUNT FOR APPROVAL		SHEET NO.	PAGE NO.
OWNER	ARCHITECT	DRAWN	CHECKED
JOHN SIME & ASSOCIATES LTD STRUCTURAL & CIVIL ENGINEERING CONSULTANTS 51A HIGH STREET WINDFORD EBBW Vale, NP23 5AG Tel: 01495 820000 Fax: 01495 820001			
CONTRACT TITLE:			
LAND REAR OF 182A BURES ROAD, GREAT CORNARD, SUDBURY. CO10 0JQ			
DRAWING TITLE			
S278 ADOPTABLE HIGHWAYS GENERAL ARRANGEMENT SHEET 1 OF 2			
ARCHITECT			
FRONT			
SCALE 1" = 100' AT A0			
DRAWN	SHA	JOB NO	DRAWING NO
DATE	JULY 23		A2
CHECKED	CL	7777	EW32



KEY	
	FOOTWAY, CARRIAGEWAY & HIGHWAYS BOUNDARY
	PRIVATE FOOTWAY PAVINGS
	UNCONTROLLED BUZZER TACTILE CROSSING
	2.4m x 4.5m VISIBILITY SPLAYS (Based on Observed Traffic Spacing)
	SITE BOUNDARY
	HIGHWAY BOUNDARY
	PROPOSED ROAD SIGN LOCATION
	EXISTING 450mm Ø EXISTING FW GRAVITY SEWER & MANHOLE
	PROPOSED SURFACE WATER PRIVATE SEWER NEW GULLY & LEAD
	EXISTING LIGHTING COLUMN TO REMAIN
	DK DROPPER KERB TYPE D1, D2 & D3 HALF BATTERED TO BALISE
	K2 KERB TYPE K2 125 x 250mm WIDTH 125mm UPSTAND
	K3 KERB TYPE K3 125 x 150mm WIDTH WITH 5-10mm UPSTAND
	EF EDGING KERB TYPE A 50 x 150mm WIDTH WITH NO UPSTAND
	EXISTING LEVELS
	PROPOSED LEVELS



11007
DIAG 506 - 1 SIDE ROAD AHEAD
SIZE: 750mm
TO BE MOUNTED ON PROPOSED POST
2.4m MINIMUM
CLEARANCE HEIGHT



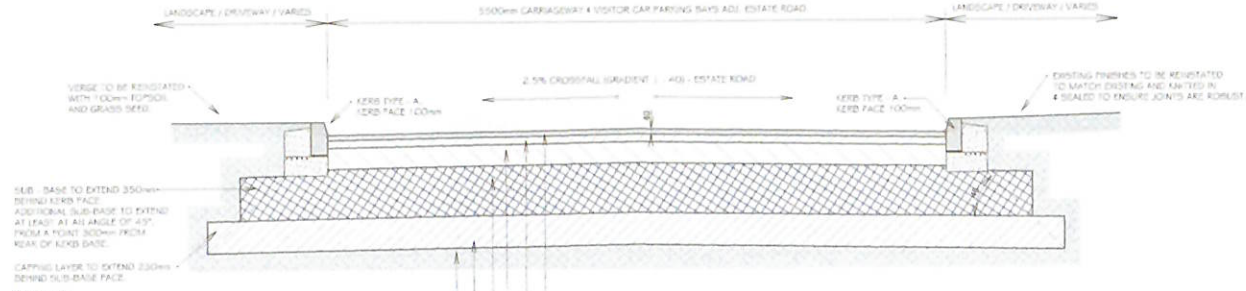
11007
DIAG 7014 - NEW ROAD LAYOUT AHEAD
TO BE MOUNTED ON POST / LIGHTING
COLUMN
A HEIGHT OF 600
TO BE LOCATED ON PRIMARY APPROACH
WITHIN 4.5m
IN ADVANCE OF THE WORKS
MOUNTING CLEARANCE HEIGHT: 1.6m

S278 - ADOPTABLE HIGHWAYS - MINOR ROAD JUNCTION - GENERAL ARRANGEMENT - SETTING OUT.
Scale 1:100 at A0

JOHN SIME & ASSOCIATES LTD STRUCTURAL & CIVIL ENGINEERING CONSULTANTS 57A HIGH STREET WICKFORD SURREY, GU12 5AG TEL: 01883 800000 EMAIL: john@johnsime.co.uk			
CONTRACT TITLE LAND REAR OF 182A BURES ROAD, GREAT CORNARD, SUDBURY, CO10 0JQ			
DRAWING TITLE S278 ADOPTABLE HIGHWAYS GENERAL ARRANGEMENT-Setting Out SHEET 2 OF 2			
ARCHITECT FRONT			
SCALE 1:100 AT A0			
DRAWN SHA	JOB NO 7777	DRAWING NO EW23	P1
DATE JULY 23	CHECKED CL	REF: 15-00001	

INSPECTIONS & CBR TESTING REQUIRED:

CONTRACTOR TO PROVIDE CBR TESTING AT THE ROLLED FORMATION LEVEL OR POST CAPPING LAYER INSTALLATION. ENGINEER TO BE NOTIFIED OF TESTING 3 DAYS PRIOR TO TESTING. LOCATIONS OF TESTING TO BE SET OUT PRIOR BY ENGINEER.

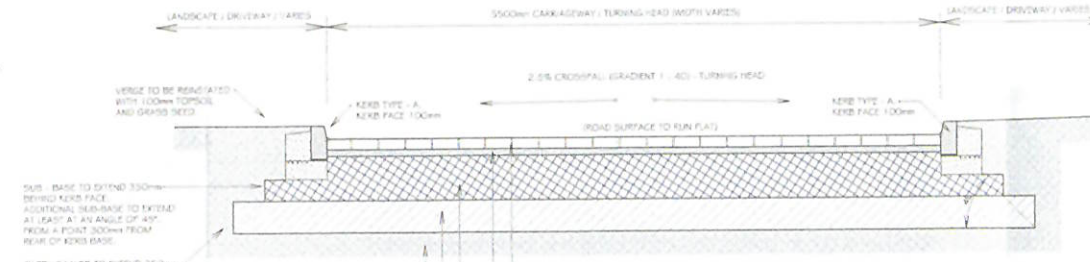


- NOTES**
1. ALTERNATIVE OR LOWER GRADE BINDERS MAY ONLY BE USED WITH THE APPROVAL OF THE OVERSEEING ORGANISATION.
 2. WHERE THE NOMINAL SIZE OF AGGREGATE HAS NOT BEEN SPECIFIED THE DEVELOPER SHALL COMPLY WITH THE PARTICULAR REQUIREMENTS REGARDING DEPTH OF COURSE AND SIZE OF AGGREGATES IN THE APPROPRIATE BRITISH STANDARD.
 3. WHEN THE SURFACE COURSE IS NOT Laid IMMEDIATELY AFTER THE BINDER COURSE THE BINDER COURSE SHALL BE BLENDED WITH COATED GRS COMPLYING WITH BS EN 13108-4 (HOT ROLLED ASPHALT) OR.
 4. TACK COAT SHALL BE AS SPECIFIED IN BS 884-1:2014 AND BS 884-2:2014 UNLESS APPROVED BY THE OVERSEEING ORGANISATION.
 5. TACK COAT SHALL BE APPLIED BETWEEN ALL ASPHALT LAYERS AT THE CORRECT RATE OF SPREAD FOR OVERLAYING EITHER NEW ASPHALT OR COLD MAILED SURFACES.
 6. NEW ASPHALT SURFACE TACK COAT SHALL COMPLY WITH CLASS K1-40 BS 454-2 AND APPLIED AT A UNIFORM RATE OF SPREAD OF 0.33kg/m².
 7. THE AGGREGATE IN SURFACE COURSE MATERIAL SHALL HAVE A MINIMUM FINES VALUE OF 50% & MINIMUM FINES AGGREGATE ADDITION VALUE OF 1.4.
 8. GRAVEL AGGREGATES SHALL NOT BE PERMITTED IN ASPHALTIC CONCRETE.
 9. LIME/STONE AGGREGATE OR LIMESTONE FILLER SHALL NOT BE PERMITTED IN SURFACE COURSE MATERIAL OR BINDER COURSE MATERIAL WHICH IS TO BE TRAFFICED.
 10. ASPHALTIC CONCRETE SHALL COMPLY AND BE Laid IN ACCORDANCE WITH BS EN 13108-4 AND BS 884-1.
 11. MANHOLE COVERS SHALL NOT BE RE-SET UNTIL THE BINDER COURSE IS Laid.
 12. ANY DIFFERENT DESIGN SHALL COMPLY WITH HODG KINCH 2.3.3 THE CARPARKING CONSTRUCTION THICKNESS TO BE SPECIFIED FOR PREDICTED MSA VALUES.
 13. TYPE 1 SUB-BASE TO BE USED BELOW THE BASE LAYER. THE DEVELOPER SHALL DEMONSTRATE ITS SUITABILITY TOGETHER WITH THE CONSTRUCTION PLANT HE EMPLOYED TO USE BY COMPLETING A TRIAL AREA. THE OVERSEEING ORGANISATION SHALL RESERVE THE RIGHT TO REJECT ANY MATERIAL WHICH IS OUTSIDE THE SPECIFIED GRADING AND ANY COSTS IN RELATION TO TRIAL AREAS, WHETHER THE MATERIAL AND THE METHOD OF CONSTRUCTION IS APPROVED OR REJECTED, SHALL BE MET BY THE DEVELOPER.
 14. MANHOLE COVERS SHALL NOT BE RE-SET UNTIL THE BINDER COURSE IS Laid.

ACCESS ROAD - TARMAC (Non-Permeable) - (Category D - Loading) - (Private Ownership)
CONSTRUCTION DETAIL (WIDTH 5.5m) - Based on a 2.5% CBR Value
SCALE 1:20

INSPECTIONS & CBR TESTING REQUIRED:

CONTRACTOR TO PROVIDE CBR TESTING AT THE ROLLED FORMATION LEVEL OR POST CAPPING LAYER INSTALLATION. ENGINEER TO BE NOTIFIED OF TESTING 3 DAYS PRIOR TO TESTING. LOCATIONS OF TESTING TO BE SET OUT PRIOR BY ENGINEER.



ACCESS ROAD TURNING HEAD (Category - D Loading)
(Private Ownership - Non Adopted)
PERMEABLE BLOCK PAVING CONSTRUCTION DETAIL
Based on a 2.5% CBR Value
SCALE 1:20

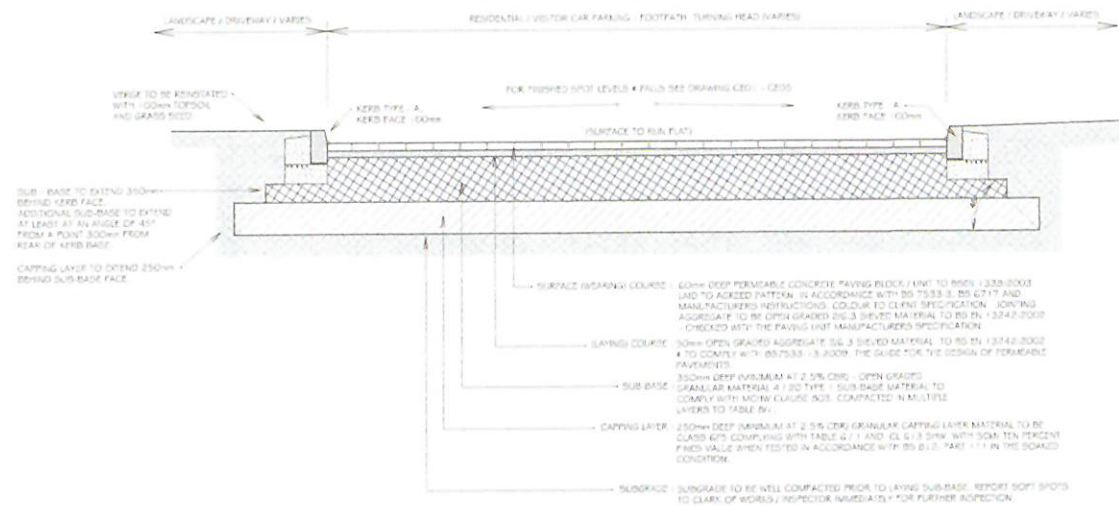
Subbase Layer Only		Subbase & Capping Layer	
CBR	Type 1	CBR	Type 1
2.5%	450	2.5%	350
3%	420	3%	320
4%	380	4%	285
5%	350	5%	245
6%	320	6%	225
7%	290	7%	210
8%	275	8%	200
9%	260	9%	190
10%	245	10%	180
11%	228	11%	170
12%	225	12%	160
13%	215	13%	150
14%	210	14%	145
15%	200	15%	135

Table 6. ROAD PAVEMENT FOUNDATIONS
IAN 73/06 REV 1 (2009) - Class 2 Restricted Design Options

USE	THICKNESS	BEDDING
PRIVATE ACCESS & PARKING (MAX GVW 2500 Kg)	80mm	50mm
ROADS, DRIVEWAYS & PARKING - USE BY COMMERCIAL VEHICLES (MAX GVW 20 000 Kg)	80mm	30mm

INSPECTIONS & CBR TESTING REQUIRED:

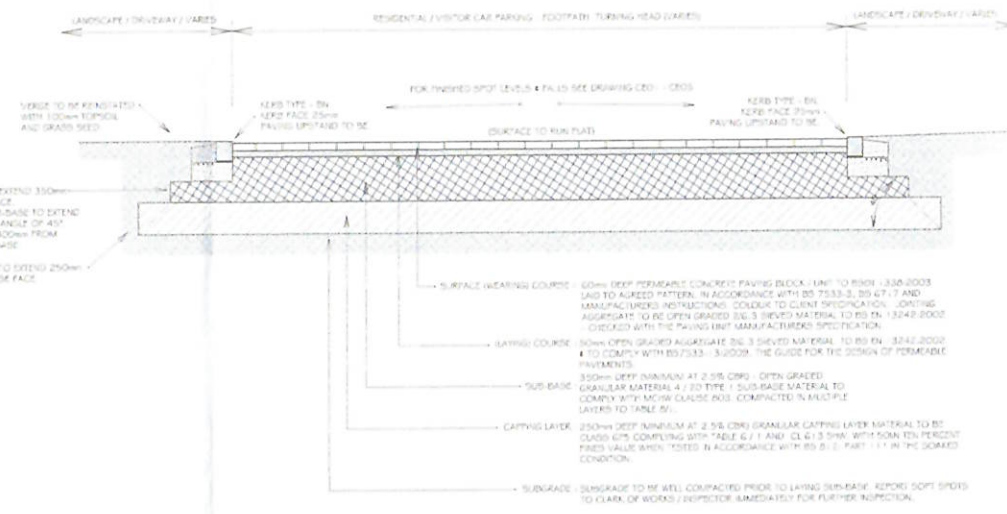
CONTRACTOR TO PROVIDE CBR TESTING AT THE ROLLED FORMATION LEVEL OR POST CAPPING LAYER INSTALLATION. ENGINEER TO BE NOTIFIED OF TESTING 3 DAYS PRIOR TO TESTING. LOCATIONS OF TESTING TO BE SET OUT PRIOR BY ENGINEER.



PARKING AREAS / FOOTPATH
(Private Ownership - Non Adopted)
PERMEABLE BLOCK PAVING CONSTRUCTION DETAIL
Based on a 2.5% CBR Value
SCALE 1:20

INSPECTIONS & CBR TESTING REQUIRED:

CONTRACTOR TO PROVIDE CBR TESTING AT THE ROLLED FORMATION LEVEL OR POST CAPPING LAYER INSTALLATION. ENGINEER TO BE NOTIFIED OF TESTING 3 DAYS PRIOR TO TESTING. LOCATIONS OF TESTING TO BE SET OUT PRIOR BY ENGINEER.



PARKING AREAS / FOOTPATH - KERB TYPE VARIANT
(Private Ownership - Non Adopted)
PERMEABLE BLOCK PAVING CONSTRUCTION DETAIL
Based on a 2.5% CBR Value
SCALE 1:20

JOHN SIME & ASSOCIATES LTD
STRUCTURAL & CIVIL ENGINEERING CONSULTANTS
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Email: john@sime.co.uk

CONTRACT TITLE
LAND REAR OF 182A BURES ROAD,
GREAT CORNARD,
SUDBURY
CO10 0JQ

DRAWING TITLE
EXTERNAL WORKS - CONSTRUCTION
DETAILS - SHEET 1 OF 2

ARCHITECT
FRONT

SCALE: 1:100 AT A3
DRAWN: SHA
DATE: DEC 22
CHECKED: CL
JOB NO: 7777
DRAWING NO: EW17
REV 12: 2008

FOR GENERAL NOTES SEE DRAWING 7777-EW19