

HERTFORDSHIRE COUNTY COUNCIL
SECTION 278 AGREEMENT

THIS AGREEMENT is made 7th April

2025

BETWEEN:

1. HERTFORDSHIRE COUNTY COUNCIL of 1st Floor, Robertson House, Stevenage, Herts, SG1 2FQ ("the County Council")
2. PLACES FOR PEOPLE DEVELOPMENTS LIMITED. (Co. Regn. No. 04086030) whose registered office is situated at 305 Gray's Inn Road, London, England, WC1X 8QR ("the Developer")
3. PERICLES LAND LIMITED (Co. Regn. No. 13322122) whose registered office is situated at 22 Charing Cross Road, London, England, WC2H 0HS ("the Owner")

WHEREAS

- (A) The County Council is the Highway Authority for Hertfordshire
- (B) The Owner is the registered proprietor with title absolute of the Land for the benefit of which Land the highway works hereinafter referred to are to be carried out
- (C) The Owner has appointed the Developer to develop the Land
- (D) The Developer is desirous of entering into this Agreement for the purposes of securing the carrying out of the Works and the Developer has agreed that it will pay the cost of construction and maintenance of the Works

(E) The Owner now wishes to dedicate as public highway the Blue Land upon which the Works are to be constructed which does not currently form part of the Highway and the County Council agrees to accept such dedication and adopt the Blue Land and the Works as highway maintainable at public expense on the terms and conditions hereinafter contained

(F) The County Council is satisfied pursuant to Section 278 of the Highways Act 1980 that it will be of benefit to the public for the County Council to enter this Agreement for the execution of the Works at the expense of the Developer which Works the County Council is authorised to execute pursuant to the Highways Act 1980 which are subject to the conditions of the Planning Permission

NOW THIS AGREEMENT WITNESSETH as follows:

OPERATIVE PART

1.1 For the purposes of this Agreement the following words and phrases shall have the following meanings: -

“the Act” means the Highways Act 1980;

“Blue Land” means that part of the Land edged blue on the Contract Drawing numbered 10650-200-P9 attached at Schedule 3;

"Bond" means a bond (in the approved form attached at Schedule 4 in the sum of Six Hundred and Eighty Six Thousand Five Hundred and Sixty Four Pounds (£686,564) being the total contract price of the Works plus 10% thereof together with the cost of any Statutory Undertakers' works from a surety approved by the County Council;

"CDM Regulations" means the Construction (Design and Management) Regulations 2015;

"Certificate of Completion" means the certificate issued by the Director under Clause 4.1.3 certifying that the Works have been completed to the satisfaction of the County Council;

"Certificate of Maintenance" means the certificate issued by the Director under Clause 4.1.4 certifying that the Works have become highway maintainable at public expense and the Developer's obligations to maintain the Works have ceased;

"Client" shall be given the meaning ascribed to it in the CDM Regulations;

"Contract Drawings" means the detailed drawings technically approved by the County Council and attached and listed at Schedule 3 and "Contract Drawing" shall be construed accordingly;

"Designer's Safety Plan" means the health and safety plan and risk assessment for the Works (known as the Construction Phase Health and Safety Plan under the CDM Regulations) submitted by the Developer and approved by the Director;

"Director" means the County Council's Executive Director of Growth and Environment for the time being and his officers and agents;

"Director of Law and Governance" the County Council's Director of Law and Governance for the time being and his officers and agents;

"Engineer" means a chartered civil engineer registered with the Engineering Council (and this requirement applies to the person who fulfils the role of "supervisor" if the Works are being carried out under the

terms of a construction contract incorporating the NEC3 Suite of Contracts);

“Highway” means the area of land shown edged green on the Contract Drawing numbered 10650-250 P7 (2024-03-19) S278 AGREEMENT PLAN SHT 1 OF 2 and 10650-251 P1 (2024-03-19) S278 AGREEMENT PLAN SHT 2 OF 2 attached at Schedule 3 which is highway maintainable at public expense;

"HSE" means the Health and Safety Executive;

“Insolvency Event” means any one of the following:

- (a) if the Developer is an individual or a firm: - an online application to an adjudicator for a bankruptcy order or the presentation of a petition for the Developer's bankruptcy; or the making of a criminal bankruptcy order against the Developer or any partner in the firm; or the Developer or any partner in the firm making a composition or arrangement for the benefit of creditors; or the making of a conveyance or assignment for the benefit of creditors; or the appointment of an administrator to manage the Developer's or firm's affairs;
- (b) if the Developer is a company: - the company passing a resolution for winding up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction); or the making of an application for, or any meeting of its members resolving to make an application for an administration order in relation to it; or the giving or filing of notice by any party of intention to appoint an administrator of it; or the appointing of such an administrator or the making by the court of a winding up order, or the company making a composition or arrangement with its creditors, or the appointment of an administrative receiver, receiver or manager or supervisor by a creditor or by the court, or the taking of possession of its property under the terms of a fixed or floating charge;

"Land" means land known as Land lying to the south of Boundary Lane, Welwyn Garden City and registered at the Land Registry under Title Number HD601423 and land on the north side Ascots Lane, Welwyn Garden City and registered at the Land Registry under Title Number HD598495 for the purposes of identification only shown edged red on the Plan attached hereto

"Maintenance Period" means a period of twelve months commencing on the date of issue of the Certificate of Completion;

"Permit to Work" means the permit issued by the County Council certifying that technical and construction approval have been granted in respect of the Works;

"Plan" means the drawing numbered 1305-011- G attached to this Deed;

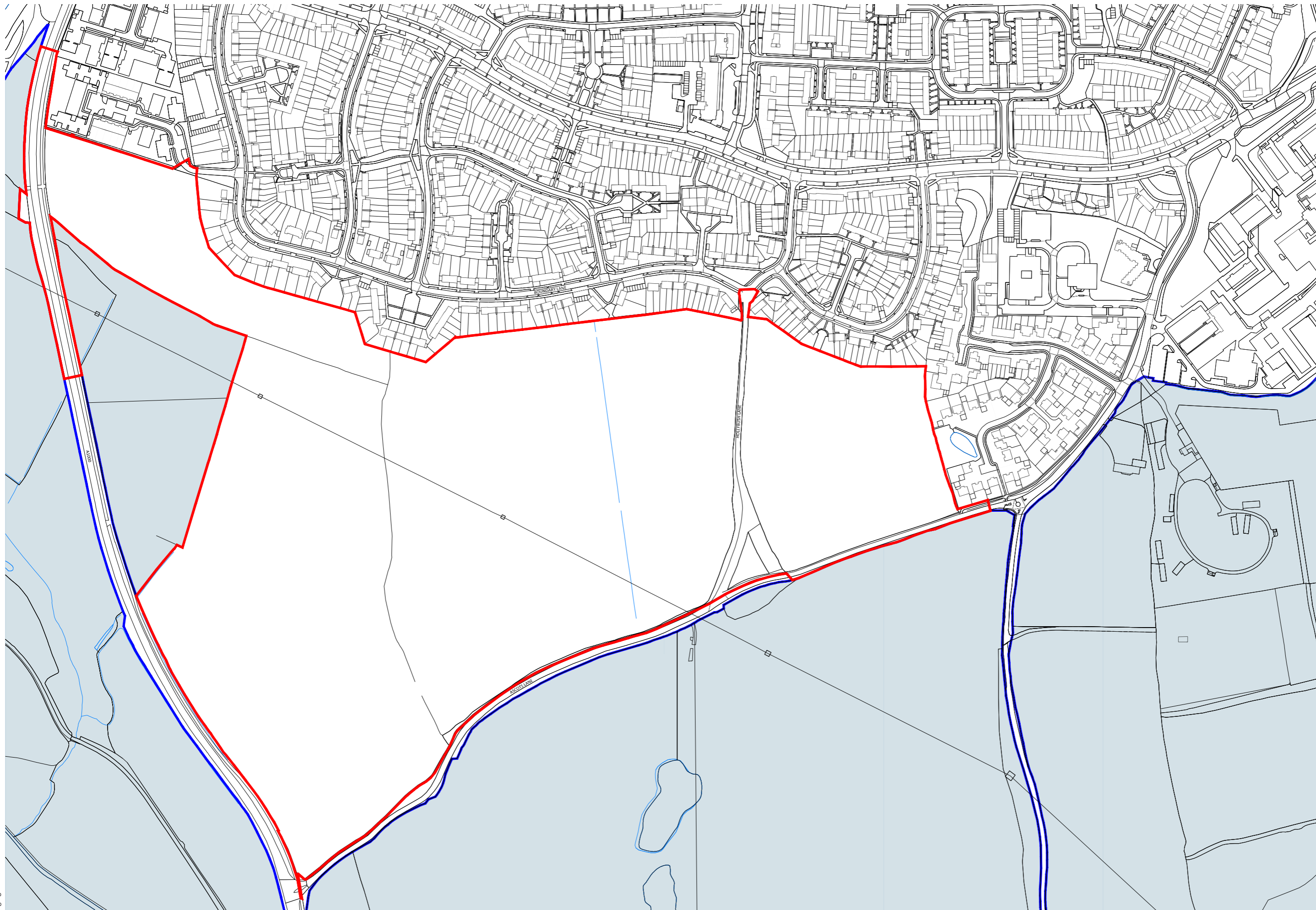
"Planning Permission" means planning permission reference 6/2022/1375/MAJ dated 25 June 2024 granted by Welwyn Hatfield borough council;

"Principal Contractor" has the meaning ascribed to it in the CDM Regulations;

"Principal Designer" has the meaning ascribed to it in the CDM Regulations;

"Programme" means a programme of work for the Works prepared by the Developer and approved by the County Council;

"Road Safety Audit" means a road safety audit carried out in accordance with Part GG 119 of the Department for Transport guidance known as Design Manual for Roads and Bridges and which might include road safety audits in accordance with stage 1, stage 2, stage 3 and/or stage 4;



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"Specification" means Volumes 1 and 2 and 3 of the Manual of Contract Documents for Highway Works published by His Majesty's Stationery Office in 1998 as modified and extended by the supplements and revisions published by His Majesty's Stationery Office and as further modified and extended by "Place & Movement Planning and Design Guidance for Hertfordshire" published by the County Council all as in force at the date of commencement of the Works;

"Statutory Undertaker" means a statutory undertaker as defined in section 329 of the Act and including:

- (a) persons authorised under any enactment to carry on an undertaking for the supply of electricity, gas, water or any sewerage undertaking;
- (b) the Environment Agency;
- (c) a holder of a licence to operate telecommunication systems;
- (d) the Civil Aviation Authority; or
- (e) the holder of a licence to supply cable television

"Works" means the highway works described in Schedule 1.

1.2 In this Agreement :-

- 1.2.1 the clause headings do not affect its interpretation;
- 1.2.2 words of the masculine gender shall incorporate the feminine and neuter genders and words of the singular shall include the plural and vice versa;
- 1.2.3 reference to any statute or section of a statute includes any statutory re-enactment or modification of it;
- 1.2.4 any reference to a clause, a paragraph or a schedule is unless the context otherwise requires a reference to a clause, a paragraph or a schedule of this Agreement and any reference to

a sub clause is a reference to a sub clause of the clause in which the reference appears;

1.2.5 references to the Land include any part of it;

1.2.6 where two or more people form a party to this Agreement the obligations they undertake may be enforced against them all jointly or against each of them individually;

1.2.7 references to the County Council shall include successors to its relevant statutory functions;

1.2.8 any covenant by the Developer and/or the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;

EFFECT OF THIS AGREEMENT

2.1 This Agreement is made pursuant to Sections 38 and 278 of the Act and Section 111 of Local Government Act 1972 and Section 1 of Localism Act 2011 and all other powers enabling the County Council thereunto

2.2 This Agreement is also made pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) in that Clause 7.1 is a planning obligation enforceable by the County Council in its capacity as a local planning authority

2.3 The Developer and/or the Owner undertake the covenants restrictions and obligations contained within this Agreement for itself and its successors in title with the County Council to the intent that the covenants restrictions and obligations contained herein in respect of the Blue Land shall be enforceable not only against the Developer and/or the Owner but also against the successors in title of the Developer and/or Owner to the Land and any person claiming through or under the

Developer and/or the Owner an interest or estate in the Land or any part thereof

DEVELOPER'S COVENANTS

3.1 The Developer hereby covenants with the County Council as follows:

3.1.1 The Works

- (i) To carry out and complete at its own expense and at no cost to the County Council the Works as contractor for the County Council in a good and workman like manner and with proper materials and in accordance in all respects with the terms and conditions of this Agreement and
- (ii) to commence the Works within 3 calendar months of the date hereof and once commenced to complete the Works in accordance with Schedule 2 Paragraph 9

3.1.2 Payments

To pay to the County Council:

- (i) on the date hereof the whole of the proper costs incurred by the Director of Law and Governance in the preparation of this Agreement
- (ii) on written demand the proper costs incurred by the County Council of:-
 - a. approving the Contract Drawings
 - b. inspecting the Works

- c. the costs associated with the carrying out of any Road Safety Audits (including costs of alterations (if any) to the Works arising out of any Road Safety Audits, as well as the County Council's costs associated with approving and inspecting any alterations (if any) to the Works following any Road Safety Audits)
- (iii) on written demand the full and proper costs of processing advertising and implementing any road traffic regulation orders required as part of or to facilitate the Works

3.1.3 Indemnity

That it hereby indemnifies the County Council in respect of all actions claims demands expenses and proceedings arising out of or in connection with or incidental to the carrying out of the Works and any works required by any Statutory Undertaker other than those arising under Parts I and II of the Land Compensation Act 1973 in respect of which the provisions of Clause 3.1.5 below shall apply

3.1.4 Public Liability Insurance

That it shall without prejudice to its liability under Clauses 3.1.3 and 3.1.5 hereof indemnify the County Council and be insured against public liability risks for a sum of at least £10,000,000 in respect of any one claim and shall ensure that any person or persons carrying out the Works on its behalf is similarly insured against public liability risks and the Developer or any person authorised by it to carry out the Works shall on request by the County Council produce for inspection the relevant policies of insurance together with receipts for the premiums paid

3.1.5 Land Compensation Act Claims

That it hereby indemnifies the County Council against all claims (including all costs arising out of or in connection with or incidental to such claims) under Part I and Part II of the Land Compensation Act 1973 (including claims the County Council determine should be met under the provisions of Regulation 4 of the Noise Insulation Regulations 1975 as amended by the Noise Insulation (Amendment) Regulations 1988)) arising out of the use of the Works and for the purposes of this indemnity the Developer is deemed to carry out the Works as agent for the County Council

3.1.6 Bond

To provide to the County Council on the date of this Agreement the Bond

Such that if in the opinion of the Director:

- (a) the Developer fails to carry out and/or complete the Works within the period specified in Schedule 2 Paragraph 9; or
- (b) the Developer having received written notice from the County Council fails to remedy any defects and/or carry out any remedial works specified in such notice to the satisfaction of the County Council within the period of time specified in such notice (or such longer period as the County Council may agree in writing in its absolute sole discretion); or

- (c) an Insolvency Event or any event or proceedings having an analogous effect as an Insolvency Event occurs in respect of the Developer

then the County Council may itself carry out and/or complete the Works and may call in the Bond in order to recover all costs fees and expenses incurred by the County Council in so doing (including without prejudice to the generality of the foregoing the cost fees and expenses of preparing an alternative contract for the Works and of supervising the execution of such alternative contract) and all other sums due from the Developer under the terms of this Agreement

COUNTY COUNCIL'S COVENANTS

4.1 The County Council hereby covenants with the Developer as follows:

- 4.1.1 That it hereby authorises the Developer's contractor approved by the Director in accordance with Schedule 2 Paragraph 7.2 to carry out the Works within the Highway subject to and strictly in accordance with the terms conditions and stipulations in Schedule 2
- 4.1.2 Provided that the Developer has complied with the terms and conditions set out in Schedule 2 it will issue the Permit to Work
- 4.1.3 That upon completion of the Works to the satisfaction of the Director the County Council will issue the Certificate of Completion PROVIDED THAT THE Director shall be at liberty to delay the issue of the Certificate of Completion if in his opinion the Works are likely to be used by heavy vehicles driven by or on behalf of the Developer or his or its servants and agents or contractors in connection with road or other works carried out

on the Land or on adjoining land and as from the date of such certificate that part of the Works as are at the date of this Agreement within the public highway and the Blue Land shall become maintainable at public expense

- 4.1.4 Subject to Clause 4.1.5 and provided always that the Works have been fully maintained to the satisfaction of the Director in accordance with Paragraph 11 of Schedule 2 and that any defects appearing during the Maintenance Period have been made good the Director shall thereupon issue the Certificate of Maintenance SAVE THAT if in the opinion of the Director the Developer fails to complete any outstanding items or make good any defects to the satisfaction of the Director the County Council after giving not less than 10 working days' notice in writing of its intention to the Developer may execute and complete the maintenance work and recover its costs from the Developer and/or under the Bond
- 4.1.5 The Director shall be at liberty to delay the issue of the Certificate of Completion and/or the Certificate of Maintenance in the event of a breach of any of the terms and conditions of this Agreement
- 4.1.6 The County Council shall notify the Developer as soon as reasonably possible of any claim for compensation or otherwise or costs or charges which it intends to make a claim on the Developer under the provisions of this Agreement and shall provide details of any such claims or charges and have regard to (but not be bound by) any reasonable representations made by the Developer in respect of any claims or charges to be paid by the County Council and to be reimbursed by the Developer

MISCELLANEOUS

5.1 It is further agreed between the parties that:

5.1.1 If the Works are subject to the CDM Regulations then

- (i) the Developer elects itself to be treated as the only Client and shall subject to Clause 5.1.1(ii) hereof undertake all duties that would have been otherwise placed on the County Council pursuant to the CDM Regulations; and
- (ii) the County Council hereby consents to such election and shall not be subject to any duty owed by a Client save for the duties in Regulations 8(4) and 8(6) insofar as those duties relate to information in the County Council's possession

5.1.2 Without prejudice to the terms hereof if the Developer fails to execute or complete the Works in accordance with its obligations hereunder the County Council shall after not less than fourteen days' notice in writing to the Developer be entitled to complete the Works or reinstate the highway or complete such alternative works as the Director considers appropriate in default with its own employees or by contract or otherwise and to recover the cost as certified by the Director

5.2 Any notice to the parties hereto under this Agreement shall be deemed to be sufficiently served if delivered personally or sent by recorded delivery service to the following officials/persons at the respective addresses hereinafter specified:

In respect of the Developer:

Matthew Salter,
Senior Technical Manager
305 Gray's Inn Road
London
WC1X 8QR
and
Gavin Bourne

Regional Technical Director

305 Gray's Inn Road

London

WC1X 8QR

In respect of the Owner

Anthony Robert Downs
Director
22 Charing Cross Road
London
England
WC2H 0HS

And

Jorge Emanuel
Director
22 Charing Cross
London

In respect of the County
Council:

The Director of Law and
Governance,
Hertfordshire County
Council,
1st Floor,
Robertson House,
Stevenage,
Herts,
SG1 2FQ
(ref: 023079)

England
WC2H 0HS

- 5.3 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 5.4 No waiver whether express or implied by the County Council of any breach or default by the Developer in performing or observing any of the covenants contained herein shall constitute a continuing waiver and no such waiver shall prevent the County Council from enforcing the relevant obligations or from acting upon any subsequent breach or default
- 5.5 Where the approval, consent, expression of satisfaction, agreement, confirmation or certification of the County Council or any officer of the County Council is required for any purpose under or in connection with the terms of this Agreement such approval, consent, expression of satisfaction, agreement, confirmation, or certification shall not be unreasonably withheld or delayed

REGISTRATION OF AGREEMENT

- 6.1 The parties to this Agreement hereby agree that this Agreement shall be registered as a local land charge on account of the planning obligation contained in Clause 7.1

OWNER'S AGREEMENT

7. The Owner hereby agrees that the Works are for the benefit of the Land

7.1 Dedication

That it hereby dedicates the Blue Land as public highway such dedication to take effect from issue of the Certificate of Completion PROVIDED THAT on default by the Developer and/or the Owner of any of the terms of this Agreement the County Council shall have the right to enter the Blue Land and may at its discretion complete the Works and in this case dedication shall be effective from the date of such entry whether or not the County Council completes the Works and the Developer shall not develop or use the Blue Land as anything other than public highway

LAW AND JURISDICTION

8. This Agreement is governed by and interpreted in accordance with the law of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales

THIRD PARTIES

9. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement save that the terms hereof shall be enforceable by any successor or duly appointed agent or licensee of the County Council as highway authority

IN WITNESS whereof the parties hereto have executed this Agreement as a Deed but the same remains undelivered until the day and year first before written

SCHEDULE 1

1. The Works are shown on the Contract Drawings and comprise:-

- Existing Road widening and new right turn lane into the new development.
- New access to the development.
- Provision of two uncontrolled pedestrian crossing points with drop kerbs and tactile paving across A1000 Chequers Road.
- Provision of two new bus stops.
- Alternation and reconstruction of footway and green verge.
- Relocate one lamp post and highway signpost.
- Improving the pedestrian crossings with tactile paving along Boundary Lane.
- Provision of a footway to link the site to the existing footway network.
- Amendments to highway drainage system, lighting, and signage.
- Reinstatement of any damage to the public highway as a result of construction works or construction vehicle movements associated with or related to the development of the Site.

TOGETHER WITH such ancillary works as may be required by the Director which ancillary works may include inter alia the provision of street lighting traffic signs carriageway markings footways verges street furniture drainage and any necessary alterations to Statutory Undertakers' equipment PROVIDED THAT if the Department for Transport Technical Design Standards or Advice is amended after the date of this Agreement the Director shall be at liberty to review the Works and require any amendments he deems necessary to ensure that the Works comply with the revised standards and advice SAVE THAT in circumstances where the Contract Drawings have been approved in writing by the Director and the Works are commenced within three months of the date of the written approval then the Director shall not seek any amendments to the Works

SCHEDULE 2

The Works shall be carried out in accordance with the following terms and conditions:

- 1 The Works shall not be commenced until:
 - 1.1 detailed Contract Drawings a Designer's Safety Plan the Programme and traffic management measures have been prepared by the Developer and approved by the Director in writing
 - 1.2 any necessary licences have been obtained and notices given pursuant to the New Roads and Street Works Act 1991
 - 1.3 if the Works are subject to the CDM Regulations the Developer as the only Client has provided to the Director:-
 - 1.3.1 written details of the persons who fulfil the various functions and responsibilities specified in the CDM Regulations including the Principal Designer and the Principal Contractor
 - 1.3.2 a copy of the notice to the HSE pursuant to Regulation 6 of the CDM Regulations
 - 1.4 the Bond has been provided in accordance with Clause **3.1.6**
 - 1.5 A noise survey and assessment in respect of the Works has been undertaken by a noise expert approved by the Director in such a manner and at such times and locations approved by the Director and a copy of the survey and assessment has been submitted to the Director and all and any requirements arising therefrom have been undertaken by the Developer at its own expense

- 1.6 the original insurance policy and receipts referred to in Clause 3.1.4 have been produced
- 2 Detailed contract drawings for any highway structures shall be prepared by the Developer and submitted for written approval to the Director's Asset Management team in accordance with Department of Transport Document CG 300 and the structural design and checking procedure shall be carried out by a chartered engineer familiar with Department of Transport Codes of Practice who shall state on Form TA1 the documents to be agreed as applicable
- 3 Without prejudice to the Programme the Developer shall notify the Director in writing at least twenty eight (28) days prior to the commencement of any work connected with Statutory Undertakers equipment and shall further notify the Director in writing at least twenty eight (28) days prior to the commencement of the Works of its intention to proceed with the Works and if there are any highway structures shall further notify the Asset Management team of the Director in writing at least twenty four (24) hours prior to the commencement of each and every stage of excavation and concrete operations associated with highway structures
- 4 Before commencing any part of the Works the Developer shall give notice to each Statutory Undertaker for the time being of any service(s) which may be affected by the Works of the proposal to carry out the Works and shall place orders and pay any costs to public utility undertakers for all works to their mains or services necessitated by the Works and shall relocate all street furniture affected to the satisfaction of the Director
- 5 The Works shall be signed and protected to at least the standards of Safety at Streetworks and Roadworks: A Code of Practice (ISBN 978-0-

11-553145-3) and the proposed arrangements shall be approved in writing by the Director and the Police before the Works commence

- 6 The Works shall be carried out in accordance with the Specification
- 7 The Works shall be carried out:
 - 7.1 under the terms of a construction contract incorporating the NEC3 Suite of Contracts (2013 Edition) as formally endorsed by the Institution of Civil Engineers (or replacement of the same); and
 - 7.2 by a roadworks contractor approved by the Director; and
 - 7.3 under the direction of an Engineer to be employed by the Developer and approved by the Director and who shall be independent of the roads contractor
- 8 In relation to the inspection and supervision of the Works:
 - 8.1 The inspection and direction of the Director shall be accepted and the Works shall be carried out in accordance with the Contract Drawings and to a standard of workmanship and quality of materials approved by the Director
 - 8.2 During the progress of the Works the Director shall have free access to every part of the Works to inspect the same as they proceed and all materials used or intended to be used therein and the Developer shall give effect to any reasonable requirements made or reasonable direction given by the Director to conform to the Contract Drawings the Specification and the Programme
 - 8.3 The Developer shall not cover up any works without the approval of the Director and shall afford full opportunity for him to examine and measure any work which is about to be covered up and to examine

foundations before permanent work is placed thereon and shall give at least three (3) working days' notice to the Director whenever any such work or foundations is or are ready for examination

- 8.4 The Director shall have power in his reasonable discretion to test or require the testing of materials plant and workmanship used or proposed to be used in the Works and to reject any materials plant or workmanship so tested which he may reasonably find to be not in accordance with the Contract Drawings and the Specification
- 8.5 The Developer shall as soon as is reasonably practicable replace or repair any materials plant or workmanship which have been found not in accordance with the Contract Drawings and the Specification with such as are in accordance
- 8.6 Within three 3 calendar months of the issue of the Certificate of Completion an onsite Road Safety Audit shall be carried out by the Director in the presence of the Engineer and arising therefrom the Director shall be at liberty to require such alterations to the Works as maybe required to ensure the safety of users of the highway
- 9 The Works shall be completed to the satisfaction of the Director within 8 calendar months of their commencement and in any event shall be completed prior to any occupation of the development permitted by the Planning Permission
- 10 The Developer shall not at any time give consent to the erection by any telecommunications operator of telegraph poles or telephone poles or to the erection by any Statutory Undertaker or public or private company firm or individual of any overground or underground equipment without the consent in writing of the Director

- 11 The Developer shall fully maintain the Works for the Maintenance Period and shall make good any defects or damage which may arise or be discovered during such period
- 12 The Developer shall provide the Director with the following three (3) calendar months before the expiry of the Maintenance Period :-

in respect of any highway structures:

- (i) electronic copies of the “as built” drawings in PDF and DWG format and in a scale approved by the Director
- (ii) records of the earthworks showing sources of material used in areas of fill, description of fill materials, descriptions of sub-grades in cut areas, copies of results of tests of material carried out as part of the supervision of the construction of the earthworks
- (iii) records of the sources of supply of all deliveries of road construction materials with details of the location of the Works at which each load is placed
- (iv) records of the sources of supply of all other manufactured materials (e.g. drainage goods, fencing materials, traffic signs, electrical components and cables etc.)
- (v) the project HSE file
- (vi) soil reports, records of materials tested, safety files, maintenance manual, revised forms TA1 and design certificates

SCHEDULE 3

10650-250 P7 (2024-03-19) S278 AGREEMENT PLAN SHT 1 OF 2 (To be Attached)

10650-251 P1 (2024-03-19) S278 AGREEMENT PLAN SHT 2 OF 2 (To be Attached)

10650-200 P7 (2024-03-21) S278 GA LAYOUT SHT 1 OF 2 (To be Listed)

10650-201 P7 (2024-03-21) S278 GA LAYOUT SHT 2 OF 2 (To be Listed)

10650-205 P1 (2024-01-30) TRO LAYOUT PLAN (To be Listed)

10650-210 P4 (2023-08-22) S278 SITE CLEARANCE PLAN SHT 1 OF 2 (To be Listed)

10650-211 P4 (2023-08-22) S278 SITE CLEARANCE PLAN SHT 2 OF 2 (To be Listed)

10650-215 P7 (2024-03-19) S278 CONSTRUCTION DETAILS SHT 1 OF 3 (To be Listed)

10650-216 P1 (2023-08-31) S278 CONSTRUCTION DETAILS SHT 2 OF 3 (To be Listed)

10650-217 P1 (2024-03-21) S278 CONSTRUCTION DETAILS SHT 3 OF 3 (To be Listed)

10650-220 P7 (2024-03-21) S278 SIGNS AND LINING PLAN (To be Listed)

10650-225 P3 (2023-12-18) S278 SWEPT PATH ANALYSIS REFUSE VEHICLE (To be Listed)

10650-226 P2 (2023-12-18) S278 SWEPT PATH ANALYSIS FIRE TENDER (To be Listed)

10650-227 P1 (2023-12-11) S278 SWEPT PATH ANALYSIS LARGE ARTIC (To be Listed)

10650-260 P1 (2023-03-17) S278 ROAD SECTIONS PLAN (To be Listed)

10650-265 P1 (2023-03-20) S278 ROAD SETTING OUT AND LONGITUDINAL SECTIONS SHT 1 OF 2 (To be Listed)

10650-266 P1 (2023-03-20) S278 ROAD SETTING OUT AND LONGITUDINAL SECTIONS SHT 2 OF 2 (To be Listed)

HEALTH & SAFETY:

ALL WORKS TO BE CARRIED OUT BY A CONTRACTOR COMPETENT TO UNDERTAKE THE CONSTRUCTION OF WORKS AS INDICATED ON THIS DRAWING. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH THE JOB SPECIFIC RISK ASSESSMENT, THE HAZARDS NOTED ARE IN ADDITION TO THE NORMAL HAZARDS AND RISKS FACED BY A COMPETENT CONTRACTOR WHEN DEALING WITH THE TYPE OF WORKS DETAILED ON THIS DRAWING.

SECTION 278 AGREEMENT LEGEND

- DENOTES S278 AGREEMENT EXTENTS
- DENOTES DEVELOPER OWNERSHIP BOUNDARY FOR ADOPTION
- DENOTES NEW AREA OFFERED FOR ADOPTION
- DENOTES HIGHWAY BOUNDARY
- DENOTES PROPOSED ADOPTABLE ROAD AREA
- DENOTES NEW ADOPTABLE FOOTPATH
- DENOTES RESURFACING EXISTING ADOPTABLE FOOTPATH
- DENOTES ADOPTABLE VERGES
- DENOTES HIGHWAY DRAINAGE
- DENOTES GULLY CONNECTION
- DENOTES EXISTING GULLY POSITION
- PROPOSED GULLY
- TACTILE CROSSING PAVING (COLOUR BUFF)
- PROPOSED STREET LIGHTING COLUMN (SEE DPL STREET LIGHTING INFORMATION)
- EXISTING STREET LIGHTING COLUMN
- DENOTES PRIMARY CONTOUR WITH LABEL
- DENOTES SECONDARY CONTOUR

0 5 10m 15 30



GB

A-JB

SD

P7 19/03/2024 UPDATED FURTHER TO HCC COMMENTS
P6 18/12/2023 UPDATED FURTHER TO HCC COMMENTS
P5 22/08/2023 UPDATED FURTHER TO HCC COMMENTS
P4 22/08/2023 UPDATED FURTHER TO HCC COMMENTS
P3 23/05/2023 ADDITIONAL PEDESTRIAN LINK ADDED
P1 17/03/2023 INITIAL ISSUE
rev date description

Project GASCOYNE ESTATES, CRESWICK

Client / Architect

Title

Places for People

S278 AGREEMENT PLAN
SHT 1 OF 2



REUBY & STAGG LTD.
CONSULTING CIVIL & STRUCTURAL ENGINEERS

Hampshire Office:
Dewey House, 55 High Street,
Ringwood, Hampshire BH12 1AF
Telephone: 01425 484400
Facsimile: 01425 484409
Email: admin@reuby-stagg.co.uk

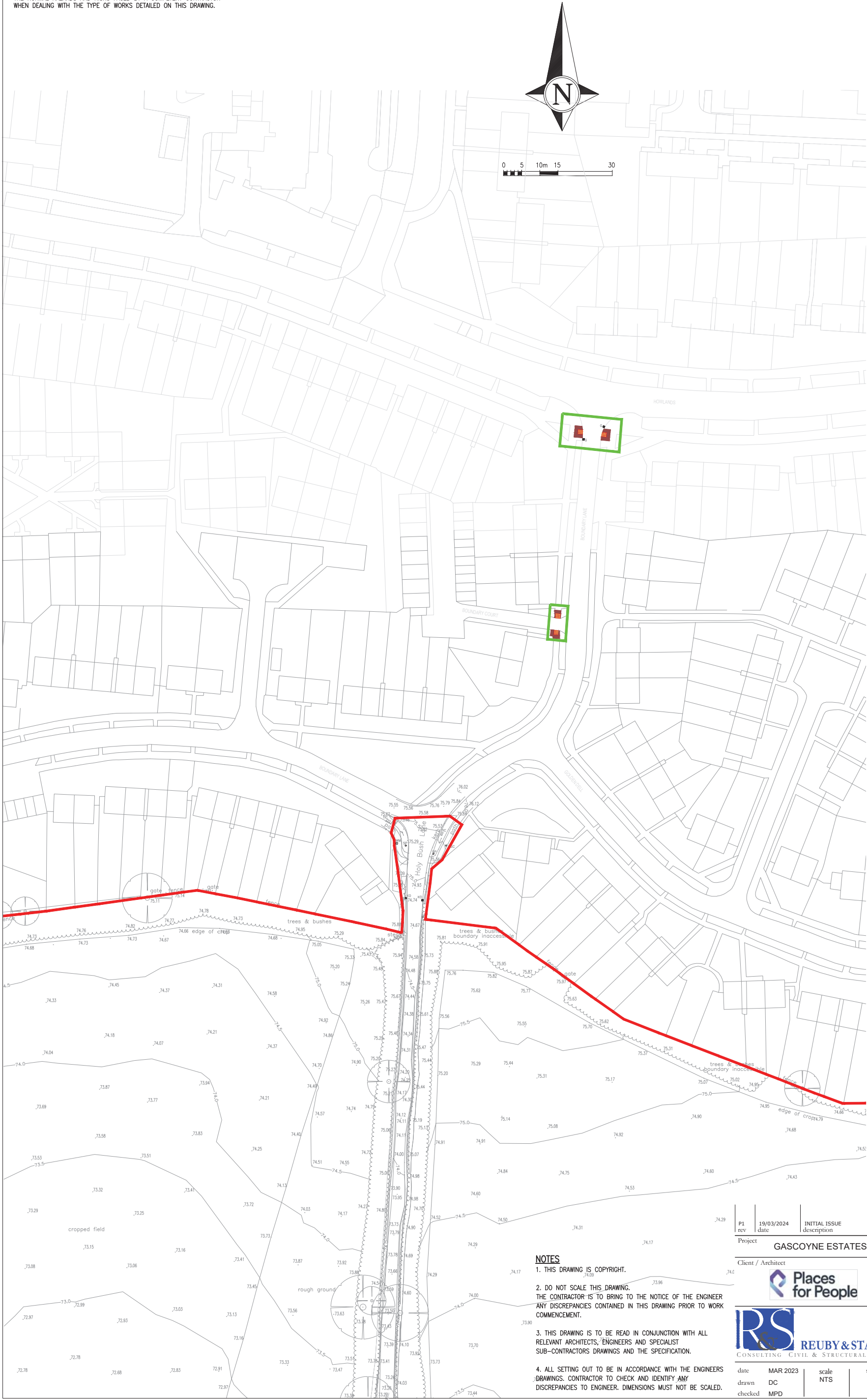
NOTES

1. THIS DRAWING IS COPYRIGHT.
2. DO NOT SCALE THIS DRAWING. THE CONTRACTOR IS TO BRING TO THE NOTICE OF THE ENGINEER ANY DISCREPANCIES CONTAINED IN THIS DRAWING PRIOR TO WORK COMMENCEMENT.
3. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL RELEVANT ARCHITECTS, ENGINEERS AND SPECIALIST SUB-CONTRACTORS DRAWINGS AND THE SPECIFICATION.
4. ALL SETTING OUT TO BE IN ACCORDANCE WITH THE ENGINEERS DRAWINGS. CONTRACTOR TO CHECK AND IDENTIFY ANY DISCREPANCIES TO ENGINEER. DIMENSIONS MUST NOT BE SCALED.

date	MAR 2023	scale	NTS	size	A3	project no.	10650	drawing no.	250	revision	P7
drawn	DC	checked	MPD								

HEALTH & SAFETY:

ALL WORKS TO BE CARRIED OUT BY A CONTRACTOR COMPETENT TO UNDERTAKE THE CONSTRUCTION OF WORKS AS INDICATED ON THIS DRAWING. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH THE JOB SPECIFIC RISK ASSESSMENT. THE HAZARDS NOTED ARE IN ADDITION TO THE NORMAL HAZARDS AND RISKS FACED BY A COMPETENT CONTRACTOR WHEN DEALING WITH THE TYPE OF WORKS DETAILED ON THIS DRAWING.



SECTION 278 AGREEMENT LEGEND	
	DENOTES S278 AGREEMENT EXTENTS
	DENOTES DEVELOPER OWNERSHIP BOUNDARY
	DENOTES NEW AREA OFFERED FOR ADOPTION
	DENOTES HIGHWAY BOUNDARY
	DENOTES PROPOSED ADOPTABLE ROAD AREA
	DENOTES NEW ADOPTABLE FOOTPATH
	DENOTES RESURFACING EXISTING ADOPTABLE FOOTPATH
	DENOTES ADOPTABLE VERGES
	DENOTES HIGHWAY DRAINAGE
	DENOTES GULLY CONNECTION
	EXISTING GULLY POSITION
	PROPOSED GULLY
	TACTILE CROSSING PAVING (COLOUR BUFF)
	PROPOSED STREET LIGHTING COLUMN (SEE DFL STREET LIGHTING INFORMATION)
	EXISTING STREET LIGHTING COLUMN
	DENOTES PRIMARY CONTOUR WITH LABEL
	DENOTES SECONDARY CONTOUR

GB

A JB

SD

NOTES

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P1	19/03/2024	INITIAL ISSUE	DC
rev	date	description	initials
Project			
GASCOYNE ESTATES, CRESWICK			
Client / Architect		Title	
		S278 AGREEMENT PLAN	
		SHT 2 OF 2	
		REUBY & STAGG LTD.	
CONSULTING CIVIL & STRUCTURAL ENGINEERS		Hampshire Office: Dewey House, 55 High Street, Ringwood, Hampshire BH24 1AE Telephone: 01425 484400 Facsimile: 01425 484409 Email: admin@reuby-stagg.co.uk	
date	MAR 2023	scale	NTS
drawn	DC	size	A3
checked	MPD	project no.	10650
		drawing no.	251
		revision	P1

SCHEDULE 4

BOND

BY THIS BOND [] (*name of financial institution*) (Co. Regn. No.) whose registered office is situate at [] (address) (hereinafter called “the Surety”) is held and firmly bound to HERTFORDSHIRE COUNTY COUNCIL of County Hall, Hertford, Hertfordshire (“the County Council”) in the sum of [] pounds (£) to be paid to the County Council for the payment of which sum the Surety binds itself and its successors

EXECUTED as a Deed this day of [20**]

WHEREAS

- (1) By an Agreement dated [20**] (“the Agreement”) and made between the County Council (1) and ***** (hereinafter called “the Owner”) (2) and ***** (3) (hereinafter called “the Developer”) the Developer covenanted to undertake certain highway works as defined in the Agreement (“the Works”)
- (2) By the provisions of the Agreement the Developer contracted to provide a bond to secure its obligations under the terms of the Agreement and the Developer now intends to discharge such obligation

NOW THIS DEED WITNESSETH

1. The Surety is hereby bound to the County Council in the sum of

pounds (£) (“the Bond Figure”)

2. The Surety shall upon the occurrence of any of the following events (each hereinafter referred to as an “Event”):

2.1 breach or non-performance or non-observance of any of the terms or covenants on the part of the Developer contained in the Agreement

2.2 occurrence of any of the following where the Developer is an individual:

2.2.1 bankruptcy

2.2.2 an online application to an adjudicator for a bankruptcy order or presentation of a bankruptcy petition

2.2.3 entry into a voluntary arrangement with creditors

2.2.4 presentation of a proposal to a nominee with regard to a voluntary arrangement

2.2.5 an application for an interim order pursuant to section 253(1) or section 253(3) Insolvency Act 1986

2.2.6 appointment of an administrator

2.3 where the Developer is a firm:

2.3.1 occurrence of any of the Events specified in sub-clauses 2.2.1 to 2.2.6 inclusive with regard to any member of the firm

2.3.2 a determination or order to wind up

2.4 where the Developer is a company:

2.4.1 liquidation whether compulsory or voluntary

2.4.2 entry into administrative receivership

2.4.3 entry into a company voluntary arrangement for the benefit of its creditors

- 2.4.4 presentation of a proposal to a nominee in connection with a voluntary arrangement
 - 2.4.5 making of an application for, or any meeting of its members resolving to make an application for an administration order in relation to the Developer
 - 2.4.6 the giving or filing of notice by any party of intention to appoint an administrator
 - 2.4.7 passing of a resolution for winding up or dissolution
 - 2.4.8 the appointment of an administrator
 - 2.4.9 the appointment of an administrative receiver, receiver or manager or supervisor by a creditor or by the court, or the taking of possession of its property under the terms of a fixed or floating charge
 - 2.4.10 the making by the court of a winding up order
- 2.5 occurrence of any events or proceedings which have an analogous effect to any referred to in Clauses 2.2 to 2.4 (inclusive) above

pay to the County Council within 28 days of a written demand (“the Demand”) which Demand shall be deemed and accepted as conclusive evidence that an Event or a combination of Events has occurred) the Specified Sum (as hereinafter defined) provided that the total sums payable by the Surety shall not exceed the Bond Figure

3. The Specified Sum shall be such sum or sums of money as:

- 3.1 the Director certifies to be necessary:
 - 3.1.1 to complete the Works or reinstate the highway or complete such alternative works as the Director considers appropriate; and
 - 3.1.2 to remedy any defects occurring or discovered during the Maintenance Period; and

- 3.1.3 to maintain the said alternative works and/or the Works for a period of twelve months following their completion; and
 - 3.1.4 to cover the costs or any other sums due under the terms of the Agreement; and
- 3.2 such further sums as the Director of Law & Governance may certify to be necessary to fully reimburse the County Council in respect of any costs incurred in the enforcement of the obligations on the part of the Developer under the Agreement and of preparing an alternative contract for the Works and of supervising the execution of this alternative contract
- 4. The County Council shall be entitled to make more than one Demand under this Bond
- 5. If no claims shall have been made by the County Council and no claims or liability have arisen under this bond or the Agreement THEN the Bond Figure shall be reduced by seventy five per cent (75%) upon issue of the Certificate of Completion and the Surety shall be released and discharged upon issue of the Certificate of Maintenance
- 6. The Demand shall be deemed to be sufficiently served on the Surety if signed by the Director or the Director of Law & Governance and delivered to the Surety at its registered office or its place of business
- 7. The Surety shall not be discharged or released by any alteration of any of the terms conditions and provisions of the Agreement or in the extent or nature of the Works and no allowance of time by the County Council under or in respect of the Agreement or the Works shall in any way release reduce or affect the liability of the Surety under this Bond

8. Reference wherever it appears in this Deed to the Developer [and the Owner] shall include any successor in title thereto
9. Any capitalised terms that are not specifically defined in this Deed shall have the meaning ascribed thereto in the Agreement
10. This Bond shall be governed by and construed in accordance with the laws of England and the Surety irrevocably submits to the exclusive jurisdiction of the English Courts
11. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Bond save that the terms hereof shall be enforceable by any successor or duly appointed agent or licensee of the County Council as highway authority

EXECUTED as a Deed by [)
))
](name of surety))
in the presence of :-)

Authorised Signatory

The COMMON SEAL of)
HERTFORDSHIRE COUNTY)
COUNCIL was hereunto affixed)
in the presence of:-)

Stephen Dorrian
Stephen Dorrian
Assistant Chief Legal Officer

6556



Executed as a deed by **PLACES FOR PEOPLE DEVELOPMENTS LIMITED**

acting by its attorney: Gavin Bourne

Gavin Bourne
.....
.....

under a power of attorney dated 22 April 2024

**PLACES FOR PEOPLE
DEVELOPMENTS LIMITED**

by its attorney

.....
.....

Signature of Witness *Matthew Salter*

Name of Witness: Matthew Salter

Address of Witness: 305 Gray's Inn Road, London WC1X 8QR

Executed as a deed by)
PERICLES LAND LIMITED) *Anthony Robert Downs*
acting by a director)
in the presence of:) Director Anthony Robert Downs

witness signature: *Rachael Elwin*
.....

name: Rachael Elwin

address: The Melon Ground, Hatfield Park AL9 5NB

occupation: Surveyor

Date 2025

HERTFORDSHIRE COUNTY COUNCIL

- and -

PLACES FOR PEOPLE DEVELOPMENTS
LIMITED

- and -

PERICLES LAND LIMITED

Agreement for Highway Works at
Creswick, Gascoyne Estate, Welwyn Garden
City Phase 1a Works pursuant to S.278
Highways Act 1980 and S.106 Town &
Country Planning Act 1990

QUENTIN BAKER
Director of Law and Governance
County Hall
Hertford
SG13 8DE

REF: 023079