Kent County Council
kent.gov.uk

Darren Newman
Persimmon South East
Scholars House
60, College Road
Maidstone
ME15 6SJ

Kent County Council
Kroner House
Eurogate Business Park
Ashford
Kent
TN24 8XU

Email: alan.aston@kent.gov.uk
Telephone: 03000 412243
Ask for: Alan Aston
Our Ref: SW003489
Date: 10 February 2026

Dear Sir / Madam,

Title: Barton Hill Drive, Minster-on-Sea, Kent
Highway Works: S278 Pedestrian Crossing Works (Phase 2)

I refer to Planning Permission ref 23/5000161/REM dated 09.12.2024 for development comprising residential dwellings, including landscaping, drainage and earthworks (the "Development") which requires certain works to the Highway to be constructed in connection with the Development.

It is hereby agreed between Kent County Council (the Highway Authority) and Persimmon South East (the Developer) that such highway works comprising the provision of a pedestrian crossing, street lighting, and associated equipment in Barton Hill Drive as identified on drawings numbered – 8421-300-010A, 8421-300-011F, 8421-300-012E, 8421-300-013E, 8421-300-014C, 8421-300-015B, and 8421-300-016 C01 (the "Works") may be carried out by the Developer subject to the terms and conditions set out in this letter which constitutes an Agreement pursuant to Section 278 of the Highways Act 1980.

The terms of this Agreement are as follows:

i. The Developer will submit a full Stage 2 design submission, including a safety audit in accordance with GG 119 road safety audit, to the Highway Authority for approval. The developer remains responsible for the design and any defects arising from it together with the construction workmanship until such time that the Second Certificate is issued. Please note that under this Agreement the Developer also acts as Street Manager under the NRSWA 1991 and therefore is responsible for any damage or defect to the existing highway within the Section 278 Works area until the Second Certificate is issued.

ii. The Developer will pay the costs incurred by the Highway Authority in the audit of the design, project management and audit site inspection of the works including during the maintenance period of 1 year following their completion ("the Fees"). For these Works the Fees are 10% of the cost of the works with a minimum fee of £2,000 which must be paid in advance before any Stage 2 audit assessment can be carried out by the Highway Authority. **Advance Fee paid with the Phase 1 works.**

iii. In addition to the Fees mentioned in clause ii above the Developer will also pay a fixed sum consultancy fee of **£837.00** in respect of the highway management and transportation advice and assistance given to the Developer prior to Stage 1 Approval. This fee will be set by the Highway Authority's Agreements Team and will be based on the estimated cost of the Works.

iv. The estimated cost of the construction works is **£41,520.00** and the Developer will pay this sum plus the Fees **£4,152.00** (10% of the cost of the Works) plus the Consultancy Fee of **£837.00** (see clause iii) totalling **£46,509.00** to the Highway Authority before this Agreement is signed. No works must start until all fees have been paid and this Agreement is signed by both parties. Upon the issue of the First Certificate 75% of the estimated construction sum **(£29,064.00)** will be repaid to the Developer. Upon the issue of the Second Certificate the remainder of the estimated construction sum **(£10,380.00 min)** will be repaid to the Developer plus any accrued interest. **Fees received.**

v. Where the Works fall within the Construction (Design and Management) Regulations 2015 the Developer will provide the name of the principal designer and a copy of the 'F10' prior to this Agreement being signed. The 'F10' must be specific to the Works and not any adjacent private or S38 works.

vi. The Developer will need to have obtained prior approval for their proposed dates to work on the Highway from the Roadworks Co-ordination Team and complied with any statutory notices and notice periods. Please note that there may be an additional admin fee applied by the Roadworks Coordination Team for processing the permit application and on some roads a Lane Rental payment may also apply. In addition, the Developer will give 10 working days' notice to the Agreements Team of its intention to commence work on the highway (in order that a pre-start meeting may be arranged, and audit inspections programmed) and to complete the Works within a period of 12 weeks, using a contractor that fulfils the criteria set out in the County Council's Developer Checklist entitled 'Working for Developers on Kent County Council's Highway';

vii. Before commencement of the Works the Developer will obtain such consents, licences or permissions as may be required for the purposes of carrying out the Works and shall comply with these. This refers mainly to the usual requirements of the New Roads and Street Works Act as well as obtaining a permit to work on the highway under the Kent Permit Scheme and consulting with statutory undertakers.

viii. The Developer shall not commence the Works until the Stage 2 design submission and construction health and safety plan has been approved; the fees/costs referred to at clause (iv) above have been paid; and the requirements of (vi) and (vii) above have been complied with;

ix. Upon completion of the Works, if required by the Highway Authority the Developer will carry out a Stage 3 safety audit in accordance with GG 119 and implement any issues raised. Once all works are completed to the satisfaction of the Highway Authority and the Construction Record (As Built) Plans and the Health and Safety File (in accordance with the CDM Regulations 2015) for the specific S278 Works have been provided, the First Certificate will be issued. The Developer will then maintain the Works for a minimum period of 12 months following the issue of the First Certificate (the "Maintenance Period"). At the end of the Maintenance Period, provided that any revised As Built Drawings and the Health and Safety File have been provided and deeds of dedication and land transfers pursuant to clause (x) below have been completed, and all the Works have been completed to the satisfaction of the Highway Authority, the Second Certificate will be issued releasing the Developer from its obligations under this Agreement.

x. Following the issue of the First Certificate the land shown coloured pink on drawing no 8421-300-010A will be dedicated as public highway. The Developer confirms they are the land owner of the said land, or otherwise have the authority of the land owner, to enable the said land to be dedicated. The Developer will pay the Highway Authority's legal fees incurred in connection with any deed of dedication; if applicable,

xi. The Developer will indemnify the Highway Authority from and against all third party actions, costs, claims, demands charges and expenses whatsoever arising or which may arise out of or be incidental to the execution of the Works save where the same arise as a result of any wilful or negligent default by the Highway Authority and provided that the Highway Authority shall have first notified the Developer of any such actions, costs, claims, demands, charges or expenses and given due regard to any comments made by the Developer about the same;

xii. The Developer will pay the costs and expenses incurred by the Highway Authority in any necessary testing of any materials and in making and implementing any Traffic Regulation Order necessitated by the Works and whether made or implemented prior to, during or up to the issue of the Second Certificate.

xiii. The Developer will provide the Highway Authority with PDF copies of the as built drawings and adoption drawing. Paper copies of the drawings may also be required and will be requested by the Highway Authority's Project Manager for the S278 scheme.

xiv. If the construction of the Works has not commenced within 12 months from the date hereof, this Agreement shall cease to have effect.

xv. The Developer will be responsible for any claims for compensation made pursuant to Part 1 of the Land Compensation Act 1973 and indemnifies the Highway Authority against any such claims (the Developer may be required to provide a separate bond or performance security payment to indemnify the Highway Authority in respect of any claims under Part 1 of the Land Compensation Act 1973 arising out of, in connection with or incidental to, the carrying out of the Works and their subsequent use, other than those arising out of or in consequence of any negligent act, default or omission of the Highway Authority. The indemnification will be agreed separately between the Developer and the Highway Authority through Kent County Council's Legal Team).

The indemnification includes (but is not limited to):

a) all fees incurred by claimants which the Highway Authority is obliged to pay, and those of the Highway Authority or its agents or contractor, in negotiating any claims (together with VAT payable on the claimant's professional adviser's fees);

b) statutory interest payments to claimants and their professional advisors; and

c) the Highway Authority's reasonable and proper legal costs in making the compensation, fees and interest payments.

xvi. The Developer via their contractor is required to notify the Highway Authority of any near miss incidents or any time lost due to accidents/injury on site to enable the Highway Authority to monitor the health & safety of any works on the public highway.

xvii. Subject to clause (xviii), if the Works or any part or parts of them (including for the avoidance of doubt failure to make good defects) are not executed or completed to the satisfaction of the Highway Authority or are not executed or completed in accordance with the terms of this Agreement, the Highway Authority may execute or complete the relevant part or parts of the Works using its own employees or contractors and recover its costs from the estimated construction sum deposited pursuant to clause iv of this Agreement.

xviii. Before starting any works under clause (xvii) of this Agreement, the Highway Authority must give the developer 15 working days' notice (the "Notice") of its intention to carry out the works or, in the event of there being a significant danger to users of the highway, such lesser period as may in the circumstances be reasonable (the "Notice Period"). The Notice must specify the works that have not been executed and completed to the satisfaction of the Highway Authority. If the Developer does not execute and complete the works within the Notice Period or such further period of time as the Highway Authority may, in its absolute discretion, agree, the Highway Authority may exercise its right to carry out the works in accordance with clause (xvii).

Yours faithfully,

Jamie Hare

Signed Date 01/09/2026.

Jamie Hare.
(Development Agreements Manager)
For and on behalf of Kent County Council

Terms and Conditions agreed on behalf of: Persimmon South East

Director of Company: .....(signature)

Chris Lewis
.....(name)

THINK! Kent Road Safety