

DATE: 4th February 2013

PARTIES

1. **NYCC:** **North Yorkshire County Council** of County Hall, Northallerton, North Yorkshire DL7 8AD
2. **The Developer:** **Shepherd Homes Limited** of Huntington House, Jockey Lane, Huntington, York YO32 9XW
3. **The Surety:** **MD Insurance Services Limited** of Haymarket Court, Hinson Street, Birkenhead, Wirral CH41 5BX

DEFINITIONS

Act	Highways Act 1980
Bond Amount	£205,250 (Two hundred and five thousand and two hundred and fifty pounds) being the sum calculated by NYCC as representing the costs of constructing and completing the Works and subject to any revision under Clause 3.1.1
Commuted Sum	£59,100 (Fifty-nine thousand and one hundred pounds) in recognition of the highway drainage system to be adopted
Completion Period	a period of two years from the date of this Agreement
Development	the development of land for housing
Drawings	the plan annexed to this Agreement and such other plans as NYCC may accept in substitution subject to the completion of a Supplemental Agreement in accordance with clause 3.2.1
Dwelling	any dwelling comprised in the Development
Easement Area	the area hatched yellow on the layout plan included in the Drawings
Final Certificate	the certificate to be issued to the Developer by NYCC pursuant to Clause 2.4.1
Land	all that land within the area edged with a broken red line on the layout plan included in the Drawings which is not already highway maintainable at the public expense at the date of this Agreement
Maintenance Period	the period of twelve months from the date of issue of the Provisional Certificate
Payment	the sum of £75,095 (excluding VAT) comprising the total of the sums set out in Schedule 1
Provisional Certificate	the certificate to be issued to the Developer by NYCC pursuant to Clause 2.2
Revised Bond Amount	£41,050 (Forty-one thousand and fifty pounds)
S278	Section 278 of the Act
S38	Section 38 of the Act
Specification	North Yorkshire County Council Specification for Housing and Industrial Estate Roads and Private Street Works 1995

Surface Water Soakaways	the soakaways situated in the Easement Area and associated drainage infrastructure	1.3
		1.3.1
Works	the laying out and construction of roads and associated works shown within the area edged in a broken red line on the Drawings which include but without limitation, the street lighting delineated on the layout plan included in the Drawings the footpaths, cycleways, structures and drainage systems and shown lined blue the highway drainage and including the Surface Water Soakaways [and off site highway drainage systems]	1.3.2
		1.4
		1.4.1

INTRODUCTION AND POWERS

- | | | |
|----|--|------------|
| 1. | NYCC is the Highway Authority for the purposes of the Act and this Agreement is made pursuant to S38 and S278 to the extent if any that any part of the Works comprise work to or in existing public highway and all other enabling powers | 1.4.2 |
| 2. | The Developer is the estate owner in fee simple absolute in possession of the Land and is desirous of carrying out the Works so that the Land shall become highway maintainable at the public expense | 1.5 |
| | | 1.5.1 |
| 3. | NYCC has agreed with the Developer that upon satisfactory completion of the Works the Land shall become highway maintainable at the public expense subject to the terms of this Agreement | 1.6 |
| 4. | The Surety has entered into this Agreement as set out in Clause 11 | 1.6.1 |

THE AGREEMENT

1. THE DEVELOPER'S UNDERTAKINGS

The Developer covenants with NYCC as follows:

- | | | |
|-------|--|------------|
| 1.1 | Works | 1.7 |
| | | 1.7.1 |
| | (a) to give at least 14 days notice in writing to NYCC of the Developer's intention to commence the Works | |
| | (b) to complete the Works within the Completion Period except where an extension to this timescale has been granted under clause 3.1.1 of this Agreement | |
| | (c) to carry out and complete the Works in a proper and workmanlike manner to the satisfaction of NYCC with materials approved by NYCC and in accordance in all respects with the Specification and the Drawings | |
| | (d) before the Works are commenced to provide NYCC with the name and contact details of a nominated person who will be the principal contact for the Developer and to provide NYCC with any change of the nominated person | |
| | (e) to submit detailed construction drawings of the Works to NYCC as required by NYCC and to obtain its approval to them from NYCC prior to commencing the Works | |
| | (f) to comply with all aspects of the Construction (Design & Management) Regulations 2007 or any statutory amendment or variation of the same | |
| 1.2 | Consents | |
| 1.2.1 | to obtain prior consent under the New Roads and Street Works Act 1991 and permission from NYCC in respect of any part of the Works to be carried out in existing public highway. | |

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1.3 Indemnity and Insurance

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Drawings
lineated on
cycleways,
he highway
and off site

1.3.1 to ensure the Developer and all contractors and subcontractors working on its behalf shall have appropriate public liability insurance cover of a minimum of £5 million

1.3.2 to maintain adequate insurance for the purposes of clause 1.3.1 and to demonstrate compliance with this undertaking to NYCC if so requested

1.4 Sewers & Surface Water Outfalls

1.4.1 that any sewer and associated works (whether or not constructed wholly within the roads constructed as part of the Works) other than one taking solely highway surface water shall be constructed to the specification and satisfaction of the local water company and that such sewer and associated works is covered by an adoption agreement with that company.

pursuant
existing

1.4.2 that all necessary consents for the discharge of highway surface water into a watercourse (if applicable) have been obtained

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he public

1.5 Site Access

1.5.1 to provide NYCC its agents contractors and employees free access to every part of the Works to permit inspection of the Works by NYCC as they proceed and if necessary in order for NYCC to complete the Works pursuant to either clause 9 or 12 of this Agreement

and shall
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1.6 Costs

1.6.1 to pay to NYCC the Payment the receipt of which NYCC hereby acknowledges

1.7 Notice of certain works

1.7.1 to give to NYCC at least at least three days notice before any of the following elements of the Works are commenced:-

tention to

(a) Implementation of Traffic Management measures

(b) Laying pipes in highway drains or gully connections

(c) Construction of manholes or soakaways

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(d) Placing concrete surround to pipework manholes or soakaways

(e) Backfilling trenches or other excavations whether or not the pipework or mains are to be adopted by the local highway authority

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(f) Formation of kerb rafts

(g) Laying kerbing (or other edge restraint)

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(h) Formation of sub-grade

(i) Laying of capping layer

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(j) Laying the sub-base

(k) Laying or placing the carriageway base

gement)

(l) Laying binder course or surface course surfacing in carriageways footways or footpaths

(m) Lining and signing

sion from

(n) Works involving existing public highways or highway drains

(o) Clearing away from site

1.8	Maintenance	
1.8.1	to maintain the Works until the issue of the Final Certificate in so far as set out in clause 2.3 of this Agreement	
1.9	Restriction on Conveyance or Transfer of the Land	
1.9.1	not to convey transfer or contract to convey or transfer the whole or any part of the Land or grant any rights in or over the Land except such rights of way and rights to use and maintain sewers drains pipes wires and cables as shall be necessary for the use and enjoyment of the Dwellings	2.4 2.4.1
1.10	Safety	
1.10.1	to comply with all instructions which NYCC may give relating to the actions necessary to safeguard users of the public highway during the execution of the Works	
2.	PROVISIONAL & FINAL AND CERTIFICATES AND MAINTENANCE PERIOD	
2.1	Certificates - General	
2.1.1	the Developer shall be responsible for ensuring that it obtains issue of the Provisional Certificate and the Final Certificate from NYCC by applying in writing in each instance to NYCC for their issue (including suitable evidence that construction of all sewers requiring approval of the local water authority have been so approved and made the subject of a maintenance period or if appropriate adopted under the terms of an adoption agreement with that authority) and within 28 days of receiving such an application NYCC shall: -	2.5
	(a) inspect the Works and, if appropriate	2.5.1
	(b) provide the Developer with details of the remedial works which need to be carried out after carrying out further inspection of the Works and upon being satisfied that remedial works have been carried out satisfactorily NYCC shall issue the relevant Certificate	3.
2.1.2	in the event that a period of 3 months has expired after the provision of details by NYCC in accordance with 2.1.1(b) or such other longer period as NYCC shall agree to and the said remedial works remain uncompleted then the Developer shall pay to NYCC a fee of £200 toward the costs of NYCC undertaking each further inspection necessary to further assess the remedial works required to achieve completion of the Works	3.1 3.1.1
2.2	Provisional Certificate	
2.2.1	On completion of the Works to the satisfaction of NYCC (including suitable evidence that construction of all sewers requiring approval of the local water authority have been so approved and made the subject of a maintenance period under the terms of an adoption agreement with that authority) then NYCC will issue to the Developer the Provisional Certificate and the Maintenance Period shall commence from that date	3.2
2.3	Maintenance Period	
2.3.1	During the Maintenance Period:-	3.2.1
	(i) the Developer shall maintain the Works and make good any defect or damage to the Works which may have arisen from any cause whatsoever (including (but without limitation damage to the surface water drainage system)	3.3
	(ii) the Developer shall deliver to NYCC in accordance with the Specification:-	3.3.1
	(a) two sets of adequate drawings showing to showing the full extent of the Works as constructed <u>and</u>	4.
	(b) two copies of the Health and Safety File maintained by the Developer relating to the Works pursuant to the Construction (Design and Management) Regulations 1994 <u>and</u>	4.1

se 2.3 of this

(c) suitable "as-built" records for all structures

(iii) the Developer indemnifies NYCC in respect of the replacement of any part of any street lighting or illuminated sign installation forming part of the Works found to be defective (including the cost of parts labour and all other charges) prior to the issue of the Final Certificate

and or grant
tain sewers
e Dwellings

2.4 Final Certificate

2.4.1 On completion of the Maintenance Period and subject to NYCC being satisfied that the Developer has:-

to safeguard

- (i) completed all obligations contained in clause 2.3.1 and
- (ii) delivered suitable evidence that construction of all sewers requiring approval of the local water company have been so approved and adopted under the terms of an adoption agreement with that company and
- (iii) delivered all required completed Deeds of Easement under the provisions of clause 6 and
- (iv) in all other regards complied with the terms of this Agreement

il Certificate
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local water
appropriate
28 days of

THEN NYCC shall issue the Final Certificate to the Developer and so release the Surety from liability under this Agreement

2.5 Certificates re Part of the Works

2.5.1 on the written request of the Developer the Council may agree to issue a Provisional Certificate or Final Certificate that shall apply to part only of the Works but without prejudice to the Developer's liability in respect of the remainder of the Works

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3. EXTENSION OF TIME & LAYOUT ALTERATIONS - SUPPLEMENTAL AGREEMENTS

3.1 Extension of time to complete the Works

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3.1.1 At its own discretion NYCC may grant extension to the period set out in clause 1.1.1(b) (either prior to or following the expiration of the said period) subject to:-

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aintenance

- (i) the Developer first applying in writing to NYCC for such extension and
- (ii) the parties completing an agreement supplemental to this Agreement to that effect and in the event that it be deemed appropriate by NYCC that the terms of the said agreement include for an increase in the Bond Amount the Developer shall subject to approval of NYCC provide any additional security which is necessary either through the Surety or by another appropriate means in order to comply with those terms.

3.2 Variation of Layout of Roads, etc – revised plans

3.2.1 NYCC may agree to alterations in the road layout forming part of the Works or any other similar matters to which this Agreement relates subject to receiving prior written application from the Developer (which shall include the submission of such plans and documents as NYCC require) and subject to the parties completing a Supplemental Agreement to that effect

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3.3 Supplemental Agreements - costs

3.3.1 the Developer shall pay any costs incurred by NYCC in preparing any Supplemental Agreements under this clause 3 (to include (but not exclusively) legal costs, cost of inspections, general administration charges)

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4. UNFORESEEN WORKS

Developer
esign and

4.1 If during the period of this Agreement any additional works are reasonably required by NYCC due to circumstances which could not have been anticipated prior to or at the date of this Agreement the

	Developer will commence and fund those works within 14 days of being so notified by NYCC such additional works being completed to the reasonable satisfaction of the NYCC within a reasonable time scale as laid down by NYCC all of which shall be the subject of completion of a Supplemental Agreement in accordance with clause 4 of this Agreement	8.3
5.	DEDICATION	9.
5.1	the Developer hereby dedicates that the Land shall be public highway in accordance with the provisions of the Act and all other relevant statutory enactments from the date of issue of the Provisional Certificate	9.1
6.	EASEMENTS	10.
6.1	Before the issue of the Provisional Certificate the Developer shall:-	10.1
	(i) complete a deed of easement to secure to NYCC full drainage rights and required access rights over the Easement Area in respect of the Surface Water Soakaways <u>and</u>	10.1.1
	(ii) In so far as it is able complete any such other deeds of easement reasonably required by NYCC to secure it the ability to maintain in the future any items forming part of the Works located outside the limits of the Land <u>and</u>	10.1.2
	(iii) pay NYCC's separate legal costs and disbursements incurred in connection with such deeds of easement	10.2
6.2	The Developer shall be liable for the payment of all compensation and legal or any other costs or fees arising on account of the completion of any such deed as referred to in this clause	10.2.1
7.	OCCUPATION OF BUILDINGS	
7.1	No Dwelling shall be occupied until the Roads so far as they serve the said Dwelling:-	
	(i) provide the occupiers of the said Dwelling with suitable pedestrian and vehicular access to a highway maintainable at the public expense by means of a carriageway and where appropriate pedestrian access to binder course level and the demarcation of sight lines and clearance of visibility splays <u>and</u>	11. 11.1 11.1.1
	(ii) are served by operational street lighting in accordance with the Specification and the Drawings	
8.	ADOPTION OF ROADS	
8.1	Upon the issue of the Final Certificate the Land shall become adopted as a highway maintainable at the public expense PROVIDED ALWAYS (though not exclusively) that the Council shall be under no obligation to issue a Final Certificate:-	
	(a) until pipes cables and other apparatus necessary for carrying gas water electricity and foul and storm water sewerage services have been laid in the road and connected to the Dwellings and to suitable mains or outfalls <u>and</u>	11.2 11.2.1
	(b) unless and until the said roads have become directly connected to the satisfaction of NYCC to an already existing highway <u>and</u>	
	(c) until building construction works of all the Dwellings has been completed <u>and</u>	12.
	(d) until any sewers which the local water authority consider should be constructed in the said roads to dispose of the soil and surface water drainage of Dwellings have been constructed and adopted by the local water authority	12.1.
8.2	Only upon the adoption of the Land as highway maintainable at public expense in accordance with clause 8.1 above shall NYCC become responsible for electricity charges in respect of any street lighting and illuminated traffic signs comprising part of the Works. Prior to that the Developer shall be responsible for any such charges that may arise.	

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8.3 Upon adoption of the Land as highway maintainable at public expense in accordance with clause 8.1 above, the Surface Water Soakaways shall also become adopted as maintainable at the public expense

9. DEFAULT

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9.1 In the event of the Developer being in default of its undertakings in clause 1 of this Agreement NYCC may (after NYCC has given to the Developer at least fourteen days notice in writing of their intention to do so) enter on the site of the Works and complete the Works or any part thereof and charge the expense thereof to the Developer and recover such expenses from it

10. INSPECTION, TESTING AND RECTIFICATION OF DEFECTIVE WORKS AND MATERIALS

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10.1 Testing of Materials Used

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of the Works

10.1.1 NYCC may at any time prior to the issue of the Final Certificate test materials used to carry out the Works to check compliance with the Specification. Such testing shall be at the sole expense of the Developer at a testing laboratory approved by the NYCC.

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10.1.2 The Developer shall immediately replace or repair any materials and works which are found by testing under clause 10.1.1 to be not in accordance with the Specification or Drawings as they may each apply

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10.2 Opening up / Exposing work carried out

10.2.1 At any time prior to the issue of the Final Certificate NYCC may for the purpose of inspecting work done issue instructions to the Developer to open up or expose any of the Works which have been covered up without previously being inspected by NYCC and should the Developer fail to comply with any such instructions the Council may so take up or expose the relevant part of the Works and the reasonable and proper cost of such taking up or exposure and reinstatement will be met by the Developer

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11. SURETY & NYCC UNDERTAKINGS

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11.1 Payment of Bond by the Surety to NYCC

11.1.1 In the event of non-observance omission or breach by the Developer of any of the terms undertakings covenants or conditions in this Agreement the Surety shall pay to NYCC upon written demand: -

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(i) up until issue of the Provisional Certificate the Bond Amount to enable NYCC to complete the Works and remedy any defects which arise;

(ii) subsequent to the issue of the Provisional Certificate and up until the issue of the Final Certificate the Revised Bond Amount to enable NYCC to complete the Works and remedy any defects which arise

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11.2 Payment of surplus Bond by NYCC to the Surety

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11.2.1 On completion of the Works by NYCC as provided in clause 11.1 and the completion of the Maintenance Period then in the event of there being any surplus of the Bond Amount paid under clause 11.1.1 over the cost to NYCC of completing the Works (including NYCC's associated establishment, legal, inspection and supervision charges) such surplus shall be refunded to the Surety by NYCC

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12. NOTIFICATION OF CLAIMS

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12.1. If the registered title of the Land is subject to any covenant restriction provision or condition which prohibits or restricts the making up and adoption of roads as a public highway and any actions claims proceedings or demands are made against the Developer in respect of any breach non-observance or non-performance thereof the Developer shall immediately notify NYCC and it shall not be under any obligation to adopt roads as set out in clause 8 of this Agreement until such matters have been resolved to its satisfaction

13. INDEMNITY

- 13.1 The Developer covenants with NYCC pursuant to Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 to indemnify the Council from and against all claims actions demands or proceedings arising out of or in connection with the Works to include but not limited to claims for personal injury loss or damage to property claims under Land Compensation Act 1973 or Regulations made under the said Act or any re-enactment or amendment thereof and against all damages liabilities costs charges losses compensation awards (to include awards of interest) and expenses including NYCC's expenses in managing and investigating any such claim or action
- 13.2 Prior to settling any claim action or proceedings for the purposes of Clause 13.1 hereof NYCC shall first of all inform the Developer of the existence nature and scope of such claim and shall allow the Developer and/or its independent consultant to make representations to NYCC in relation to any proposed settlement in respect of the said claim within 10 days of being notified of the claim

14. ARBITRATION

- 14.1 If any dispute or difference (a "Dispute") arises out of this Agreement between the parties hereto or any of them the parties acting through their authorised representatives shall first consult in good faith in an attempt to come to an agreement in relation to the Dispute. If the parties fail to resolve the Dispute within seven days, then either party may refer the matter to the Chief Executive of NYCC and the Chief Executive of the Developer, who shall consult in good faith in an attempt to come to an agreement in relation to the Dispute. If the parties fail to resolve the Dispute within a further 14 days the Dispute should be referred to the arbitration of a single arbitrator appointed by agreement between the parties involved or in the case of failure to agree upon such appointment in accordance with the provisions of the Arbitration Act 1996 or any modifications or re-enactments thereof for the time being in force.

15. DETERMINATION BY NYCC

- 15.1 Without prejudice to any other right or remedy it may have NYCC may determine this Agreement by notice to the Developer such notice to take effect as specified in the notice if the Developer:-
- (i) fails to perform or observe any of the conditions stipulations or obligations and liabilities on their respective parts contained in this Agreement; or
 - (ii) has an administrative receiver or receiver appointed over the whole or part of their respective assets or suffers the appointment of an administrator; or
 - (iii) has a winding up order made or (except for the purpose of amalgamation or reconstruction) passes a resolution for voluntary winding up; or
 - (iv) enters into any arrangement agreement or composition with and for the benefit of their respective creditors; or
 - (v) being an individual is the subject of a bankruptcy petition or order

16. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 16.1 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefits of any term of this Agreement

17. GENERAL

- 17.1 (a) This Agreement may not be assigned by the Developer or the Surety without the prior written consent of NYCC
- (b) The expressions NYCC and the Developer shall include their respective successors in title and persons respectively claiming through or under them
- (c) In any cases of ambiguity between the Specification and the Drawings the Specification shall take precedence unless it has been specifically agreed otherwise in writing by NYCC

Government
claims actions
not limited to
in Act 1973 or
and against all
interest) and
in or action

if NYCC shall
shall allow the
relation to any
the claim

ties hereto or
result in good
will to resolve
Executive of
an attempt to
arbitrate within a
period appointed by
arbitration in
enactments

agreement by
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recognition
by NYCC

- (d) All sums referred to in this Agreement are exclusive of Value Added Tax; if at any time after the date of this Agreement VAT is or becomes chargeable in respect of any supply made hereunder then to the extent that VAT has not been charged in respect of that supply the person making it may issue a VAT invoice to the person to whom the supply was made and that person shall be responsible for the payment of such invoice
- (e) This Agreement is governed by English Law

SCHEDULE 1
PAYMENT

Superintendence Fee: £ 15,395

Legal Fee: £ 600

Commuted Sums: £ 59,100

TOTAL: £ 75,095

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EXECUTED as a Deed by the parties on the date which first appears in this Agreement

EXECUTED (but not delivered until)
the date hereof) as a Deed by)
affixing the Common Seal of)
NORTH YORKSHIRE COUNTY COUNCIL)
in the presence of:-)

E. L. Day

**AUTHORISED
SIGNATORY**



EXECUTED (but not delivered until)
the date hereof) as a Deed by)
SHEPHERD HOMES LIMITED)
acting by its attorneys)
in the presence of:-)

M. M. M.
N. O. R.

*8 BLAKE ST YORK
SOLICITOR*

EXECUTED (but not delivered until)
the date hereof) as a Deed by)
MD INSURANCE SERVICES)
LIMITED)

Acting by:-

Director *N. M.*

Director/Secretary *J. Lewis*

DATE 4th February 2013 :

NORTH YORKSHIRE COUNTY COUNCIL

and

SHEPHERD HOMES LIMITED

and

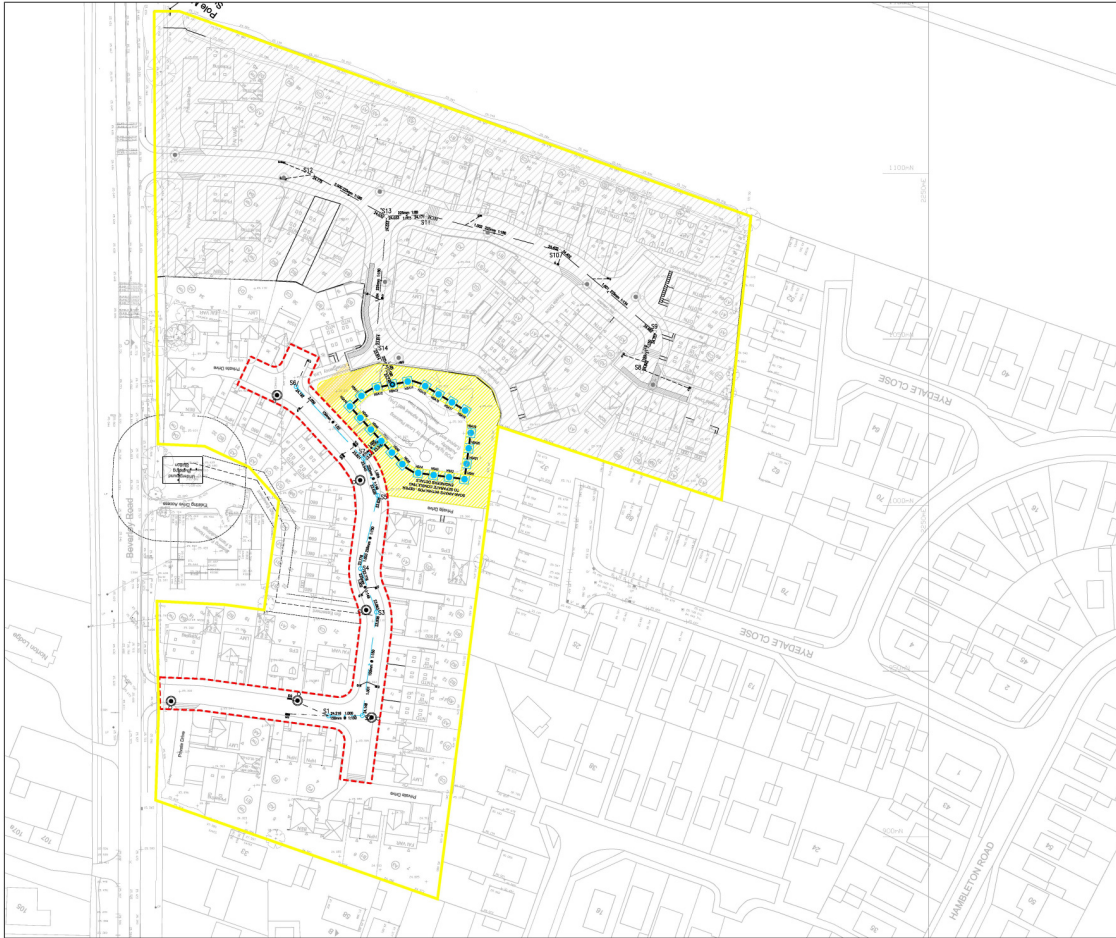
MD INSURANCE SERVICES LIMITED

SECTION 38 AGREEMENT

under the Highways Act 1980

relating to land at Cheesecake Farm, Beverley Road, Norton, North Yorkshire

Carole Dunn
Assistant Chief Executive (Legal and Democratic Services)
North Yorkshire County Council
County Hall
NORTHALLERTON
North Yorkshire
DL7 8AD



Information within this drawing is not necessarily produced to scale. Always use figured dimensions and co-ordinates - if in doubt, ask.

NOTES

1. This drawing is to be read in conjunction with all relevant Eastwood & Partners drawings produced 2010 to as well as all relevant Shepherd Homes planning approvals and house type drawings.
2. The existing levels indicated on this drawing are taken from the topographical survey provided by Shepherd Homes.
3. Levels in areas surrounding existing trees and boundaries are to be maintained on existing.

- Extent of phase 1 section 38 works
- Site boundary
- ⊙ Proposed street lighting columns refer to WDC Drawing 20/P/7/11
- ▨ Consent for maintenance to be agreed with WDC
- Proposed highway ditch with 1:2.5 slope

REV	DESCRIPTION	DATE	BY
H	PH1 Section 38 plans amended to include additional 20m of carriageway adjacent Phase 4 plot 5	06.11.12	CH
G	PH1 Section 38 plans amended to include all Phase 1 works. Highway widening 519-521	20.06.12	CH
F	PH1 Section 38 plans amended to remove roadway along Beverley Road. Plot A removed. Highway ditch specially amended	01.02.12	CH
E	PH1 Section 38 plans amended to include roadway widened to fit in to existing roadway network. PH1 Section 38 plans amended to cover additional 20m of carriageway	03.08.11	CH
D	Highway widening layout created	14.02.11	CH
C	Site layout amended to suit latest planning layout. Section 38 colours amended to suit WDC requirements	24.08.11	CH
B	Section 38 phoning revised to suit clients requirements	11.03.11	RU
A	First issue		

SHEPHERD HOMES

CHEESECAKE FARM BEVERLEY ROAD, NORTON

PHASE ONE SECTION 38 LAYOUT

Eastwood & Partners
 Architects & Planners
 St. Andrew's House
 23 Kingsfield Road
 Sheffield
 S11 9AG
 Tel: 0114 255 4554
 Fax: 0114 255 4530
 www.eastwoodandpartners.com

E&P

SCALE WHEN PLOTTED AT 1:500

DRAWING STATUS: APPROVAL

DRAWN	CHECKED	DATE	DRAWING NUMBER	REV
RU	CH	22.02.11	33515/006	H