# HERTFORDSHIRE COUNTY COUNCIL MINOR WORKS SECTION 278/106 AGREEMENT

This Agreement is made the 3167 day of Jamus 2008

#### BETWEEN:

- HERTFORDSHIRE COUNTY COUNCIL of County Hall Pegs Lane
   Hertford Hertfordshire SG13 8DE
- TESCO STORES LIMITED (Company Registration No: 519500)
   whose registered office is situated at Tesco House, Delamare Road,
   Waltham Cross, Cheshunt, Hertfordshire EN8 9SL

#### **WHEREAS**

- (1) The County Council is the Highway Authority for Hertfordshire
- (2) The Developer is the registered proprietor with title absolute of the Land for the benefit of which the Works referred to in this Agreement are carried out
- (3) The Developer now wishes to enter into this Agreement in order to secure the carrying out of the Works and has agreed that it will pay the full cost of construction and maintenance of the Works in accordance with the terms and conditions of this Agreement
- (4) The County Council is satisfied pursuant to Section 278 of the Act that it will be of benefit to the public for it to enter into this Agreement for the execution of the Works by the Developer which Works it is authorised to execute pursuant to the Act

(5) The County Council agrees to adopt the Works as highway maintainable at public expense on the terms and conditions contained in this Agreement

## NOW THIS AGREEMENT WITNESSETH as follows:

## Definitions Interpretation and General

1.1 In this Agreement the following terms shall have the following meanings: -

"the Act"

the Highways Act 1980

"the Approved Drawings and

Specification"

the drawings and specification attached at Schedule B

"the Cash Deposit"

a cash deposit in the sum of fifteen thousand pounds £15,000

"the CDM Regulations"

the Construction Design and Management Regulations 2007

"the Certificate of Completion"

the certificate issued by the County Council upon completion of the Works to the satisfaction of the County Council

"the Certificate of Maintenance"

the certificate issued by the County Council after the expiry of the Maintenance Period "the County Council"

Hertfordshire County Council and any statutory successors in title

"the Developer"

Tesco Stores Limited and its successors in title

"the Development"

the works to be carried out pursuant to the Planning Permission

"the Green Land"

the area of land shown edged green on Approved Drawing reference 0702-05/101 Revision D

"the Highway"

the area of land shown edged blue on the Plan which is highway maintainable at public expense

"Insolvency Event"

means any one of the following:

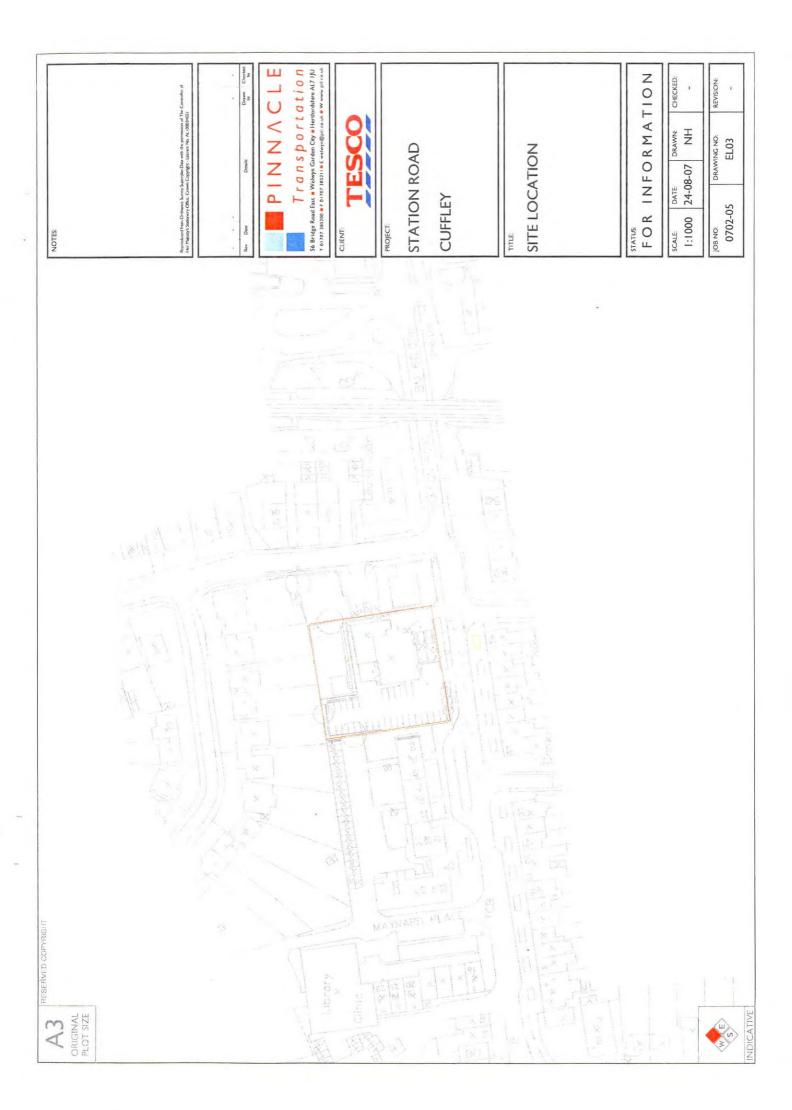
(a) if the Developer is an individual or a firm: -

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; ОГ 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); the making of an application for, or any meeting of its members resolving make an application for an administration order relation to it; or the giving or filing of notice by any of intention to party 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 making company а composition arrangement with its creditors, the Or appointment of an administrative receiver, receiver or manager or supervisor by a creditor or by the court, or the taking possession of property under the terms of a fixed or floating charge

"the Land"

the land registered at HM Land Registry with title absolute under Title Number HD419698 shown edged red on the Plan for the purposes of identification only

"List of Approved Contractors"

the current list of approved contractors available from the County Council which may be amended from time to time

"the Maintenance Period"

the period of twelve months commencing on the date of the Certificate of Completion

"the Permit to Work"

the permit issued by the County Council certifying that technical

and construction approval have been granted in respect of the Works

"the Plan"

the site plan attached to this Agreement

"the Planning Permission"

the planning permission granted by Welwyn Hatfield Council under reference number S6/2007/957/FP and dated 6 August 2007 a copy of which is attached at Schedule A

"Practical Completion"

means construction of the Works has been completed

"the Works"

Modification of 2 existing bellmouth accesses

Construction of 1 pedestrian access

Installation of pedestrian barriers

Installation of a double kerb along the highway boundary and around part of the 2 modified bellmouth accesses

1.2 Where in this Agreement reference is made to a Clause Paragraph Schedule Plan or Recital such reference (unless the context requires otherwise) is a reference to a Clause Paragraph Schedule Plan or Recital in this Agreement or in the case of a Plan a plan annexed to this Agreement

- 1.3 Words of the masculine gender shall incorporate the feminine and neuter genders and words of the singular shall include the plural and vice versa
- 1.4 The reference to any statute or section of a statute or regulations includes any statutory re-enactment or modification of it
- 1.5 Where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons
- 1.6 Headings in this Agreement are for reference purposes only and are not incorporated into this Agreement and shall not be an indication of the meaning of the parts of this Agreement to which they relate
- This Agreement is made pursuant to Section 278 of the Act and Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000
- 3. This Agreement is also made pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) in that Clause 7.15 is a planning obligation enforceable by the County Council in its capacity as a local planning authority
- 4. Unless otherwise specified where any agreement certificate or approval is to be given by the County Council under the terms of this Agreement then the same shall not be unreasonably withheld or delayed
- 5. Any notice or approval to be given in writing by the parties under the terms of this Agreement shall be deemed to be duly given if delivered

personally or sent by recorded delivery service to the following officials/persons at the respective addresses specified: -

### In respect of the County Council:

Roger Flowerday
Assistant Programme Manager
Mid West Hertfordshire Highways Area Office
Trident House
42-48 Victoria Street
St Albans AL1 3HZ

### In respect of the Developer:

Tesco Stores Limited
Tesco House
Delamare Road
Waltham Cross
Cheshunt
EN8 9SL

6. Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 nothing in this Agreement confers or purports to confer any right to enforce any of the terms and provisions herein on any person who is not a party hereto

### **Developer's Covenants**

- 7. The Developer hereby covenants with the County Council as follows:
  - 7.1 To carry out and complete the Works at no cost to the County Council strictly in accordance with the Approved Drawings and Specification and any conditions attached to

the Permit to Work and in any event to complete the Works within 3 calendar months from the date of this Agreement

- 7.2 To use only a contractor on the County Council's List of Approved Contractors or such other contractor approved by the County Council in writing prior to construction of the Works
- 7.3 To give the County Council at least 7 days notice in writing of the proposed start date of the Works
- 7.4 Not to commence the Works unless and until the Permit to Work has been issued
- 7.5 To complete the Works within 4 cale ndar weeks of their commencement and in any event the Works must be completed in accordance with the requirements of the Planning Permission
- 7.6 To indemnify and keep indemnified 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 6.7 below shall apply
- 7.7 To indemnify and keep indemnified the County Council against all claims under Part I and Part II of the Land Compensation Act 1973 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

- Without prejudice to its liability under Clauses 7.6 and 7.7 above to indemnify the County Council the Developer shall take out and maintain public liability insurance for a sum of at least ten million pounds (£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 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
- 7.9 To provide to the County Council on the date of this Agreement the Cash Deposit which the County Council will hold in its general account and without undertaking any fiduciary obligations as trustee for the Developer PROVIDED THAT IF:
  - (a) the Developer fails to carry out and/or complete the Works within the period specified in Clause 6.5 above;
     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 occurs in respect of the Developer;

the County Council may itself carry out and/or complete the Works and may deduct from the Cash Deposit 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

- 7.10 In relation to statutory undertakers for the time being of any service(s) the Developer shall:
  - (a) prior to commencement of the Works make checks to establish whether there are any service(s) which will be affected by the Works; and
  - (b) give notice to each and every 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
  - (c) 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 County Council
- 7.11 That if the Works are subject to the CDM Regulations:-
  - 7.11.1 the Developer hereby elects itself to be treated as the only client for the purposes of the CDM Regulations; and
  - 7.11.2 the County Council consents to such election and shall not be subject to any duty owed by a client under the CDM Regulations save for the duties in

Regulations 5(1)(b) 10(1) 15 and 17(1) in so far as those duties relate to information in its possession

- 7.12 To notify the County Council in writing of Practical Completion of the Works within 7 days of such completion
- 7.13 To maintain the Works following Practical Completion for the Maintenance Period to such standards as specified by the County Council
- 7.14 To provide to the County Council within 60 calendar days from the expiry of the Maintenance Period:
  - (a) twelve (12) coloured copies of "as built" drawings in paper and electronic format; and
  - (b) the original Health and Safety Plan file
- 7.15 In relation to visibility splays:
  - 7.15.1 that it will maintain the Green Land as visibility splays and keep such visibility splays free of obstruction to the reasonable satisfaction of the Director
  - 7.15.2 that it will not plant or permit any planting within the visibility splays other than those plantings agreed to in writing by the Director to ensure that such planting does not exceed 600 millimetres in height and that all such planting shall be properly cut pruned and trimmed at all times and shall not be allowed to obstruct or interfere in any way with or become a source of danger to passage along the carriageway of footway and in the event that the

Developer fails to comply with this obligation the County Council shall be entitled to carry out such pruning and/or trimming and recover the cost thereof from the Developer

7.15.3 in the event that it fails to maintain the visibility splays as mentioned above to indemnify and keep indemnified the County Council against all claims whatsoever arising out of the obstruction of visibility attributable to the planting or presence within the visibility splays or trees plants shrubs or structures on adjoining land which overhang or extend into the visibility splays

#### **County Council Provisions**

- 8. The County Council hereby: -
  - 8.1 authorises the Developer and/or its approved contractor to carry out and complete the Works within the Highway subject to and strictly in accordance with the terms and conditions set out in Clause 6 above
  - agrees that upon completion of the Works to the satisfaction of the County Council:
    - 8.2.1 it shall issue the Certificate of Completion PROVIDED THAT the County Council shall be at liberty to delay the issue of the Certificate of Completion if in its opinion the Works are likely to be used by heavy vehicles driven by or on behalf of the Developer or its servants and agents or contractors in connection with road or building works carried out on the Land or on adjoining land; and

- 8.2.2 .upon the issue of the Certificate of Completion it shall reduce the Cash Deposit by a maximum of seventy per cent (70%) and shall pay to the Developer a sum equivalent to such reduction (plus interest accrued on the sum to be paid to the Developer at the London Inter Bank Deposit 7 day rate from time to time upon such sum from the date of receipt to the date of release) provided that the amount of any reduction of the Cash Deposit shall be at the sole discretion of the County Council
- agrees that after the expiry of the Maintenance Period and provided always that the Works have been fully maintained to the satisfaction of the County Council during the Maintenance Period and that any defects appearing during the Maintenance Period have been made good to the satisfaction of the County Council it shall issue a Certificate of Maintenance for the Works and as of the date of the Certificate of Maintenance the Works shall become maintainable at public expense
- Agrees that upon the issue of the Certificate of Maintenance the County Council shall repay to the Developer either a sum equivalent to the balance of the Cash Deposit remaining after the reduction as referred to in Clause 8.2.2 (plus interest accrued at the London Inter Bank Deposit 7 day rate from time to time upon such sum from the date of receipt to the date of release) or in the event of the Cash Deposit being used in accordance with Clause 7.9 above a sum equivalent to the balance of such part of the Cash Deposit as remains (plus interest on such balance calculated as aforesaid)

9. 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 7.15

IN WITNESS whereof the parties hereto have executed this Deed but not delivered this Deed the day first above written





## SCHEDULE A

Planning Permission:

Reference: S6/2007/957/FP

Dated: 6 August 2007



# WELWYN HATFIELD COUNCIL

Council Offices, Welwyn Garden City, Herts, AL8 6AE Telephone: Welwyn Garden (01707)357000 Be

TOWN AND COUNTRY PLANNING ACT 1990 - PLANNING DECISION NOTICE - PERMISSION

S6/2007/957/FP

ALTERATIONS TO VEHICULAR ACCESS AND CAR-PARKING LAYOUT, ERECTION OF A TIMBER FENCE AND ASSOCIATED LANDSCAPING

at: FORMER PUBLIC HOUSE, 59 STATION ROAD, CUFFLEY, POTTERS BAR

**Agent Name And Address** 

**Applicant Name And Address** 

MATTHEW ROE MORLEY HOUSE 26 HOLBORN VIADUCT LONDON EC1A 2AT TESCO STORES LTD C/o AGENT

In pursuance of their powers under the above mentioned Act and the Orders and Regulations for the time being in force thereunder, the Council hereby PERMIT the development proposed by you in your application received with sufficient particulars on 22/06/2007 and shown on the plan(s) accompanying such application, subject to the following conditions:-

1. The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

REASON: In order to comply with Section 91 of the Town and Country Planning Act (As amended)

2. There shall be three parking spaces for disabled users (as) designated on the proposed site layout plan shall be marked in yellow thermoplastic road paint. This shall be applied to the 1.4m wheel chair symbol and to the 1.2m wide access zones cross hatched as specified in BS.8300:2001. Thereafter such parking spaces shall remain as designated in perpetuity.

REASON: In order to ensure adequate disabled parking provision is made in accordance with Policies M14 and D9 of the Welwyn Hatfield District Plan 2005

3. No development shall commence until a scheme of the provision of short term and secure long term cycle parking on site has been submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be carried out in accordance with the approved details.

REASON: In order to ensure that there is adequate provision for cycle accommodation within the application site, encouraging alternative means of transport in accordance with policies M6 of the Welwyn Hatfield District Plan 2005

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#### Continuation ...

- 4. No development shall take place until full details on a suitably scaled plan of both hard and soft landscape works have been submitted to and approved in writing by the Local Planning Authority. Subsequently, these works shall be carried out as approved. The landscaping details to be submitted shall include:-
- e) hard surfacing, other hard landscape features and materials
- existing trees, hedges or other soft features to be retained and a method statement showing tree protection measures to be implemented for the duration of the construction
- g) planting plans, including specifications of species, sizes, planting centres, number and percentage mix, and details of seeding or . turfing

REASON: The landscaping of this site is required in order to protect and enhance the existing visual character of the area and to reduce the visual and environmental impacts of the development hereby permitted in accordance with Policy D8 of the Welwyn Hatfield District Plan 2005

5. All planting seeding or turfing and soil preparation comprised in the above details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of the buildings, the completion of the development, or in agreed phases whichever is the sconer: and any plants which within a period of five years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation. All landscape works shall be carried out in accordance with the guidance contained in British Standards, unless otherwise agreed in writing by the Local Planning Authority.

REASON: To ensure proper implementation of the agreed landscape details in the interest of the amenity value of the development in accordance with Policy D8 of the Welwyn Hatfield District Plan 2005.

6. Before first occupation of the approved development, all access arrangement serving the development shall be submitted to and approved in writing by the Local Planning Authority and thereafter shall be completed and constructed to the specification of the Highway Authority and Local Planning Authority.

REASON: To ensure that the access is constructed to the current Highway Authority specification in accordance with policy 29 of the Hertfordshire Structure Plan 1991-2011.

7. The area set aside for car parking shall be laid out and surfaced, in accordance with a scheme which has been submitted to and agreed in writing by the Local Planning Authority before the buildings hereby permitted are first occupied and shall be retained permanently thereafter for the accommodation of residents/occupiers and shall not be used for any other purpose.

REASON: To ensure that the spaces are provided prior to the occupation of the units in the interests of highway safety in accordance with Policy 29 of the Hertfordshire Structure Plan Review 1991 - 2011

#### Continuation ...

8. A 2 metre x 2 metre pedestrian visibility sight splay, free of obstruction above a height of 600mm, and relative to the back of the footway/ overhang margin, shall be provided on both sides of all vehicular accesses prior to their operational use and thereafter retained.

REASON: To ensure a satisfactory standard of development in the interests of highway safety in accordance with Policy 29 of the Hertfordshire Structure Plan Review 1991 - 2011

9. Concurrent with the construction of the access, visibility splays of  $2.4m \times 45m$  shall be provided and permanently maintained in each direction within which there shall be no obstruction to visibility between 600mm and 2 m above the carriageway level

REASON: To provide adequate visibility for drivers entering or leaving the site in accordance with policy 29 of the Hertfordshire Structure Plan 1991-2011

10. No development (including demolition) shall commence until wheel-cleaning apparatus have been provided in accordance with details to be submitted to and approved in writing by the Local Planning Authority, and which shall be operated and maintained during construction of the development hereby approved.

REASON: In order to ensure that the wheels of the vehicles are cleaned before leaving the site in the interests of highway safety in accordance with Policy 29 of the Hertfordshire Structure Plan Review 1991 - 2011.

#### INFORMATIVE

OQ

- 1. To ensure that work undertaken on the highway is constructed to the current Highway Authority specification, to an appropriate standard and by a contractor who is authorised to work in the public highway. All works to be undertaken on the adjoining highway shall be constructed to the satisfaction of the Highway Authority and in accordance with Hertfordshire County Council publication "Roads in Hertfordshire A Guide for New Developments". Before proceeding with the proposed development, the applicant should contact the Mid West Hertfordshire Area Office (01727 816025) to obtain their permission and requirements.
- 2. Before proceeding with the proposed development, the applicant should contact the Mid West Hertfordshire Area Office (01727 816025) to obtain a variation to the Traffic Regulation Order for the alterations to the parking provision within the lay-by on Station Road

#### **REASON FOR APPROVAL**

The proposal has been considered against development plan policies of the Hertfordshire Structure Plan 1991-2011 29 and Welwyn Hatfield District Plan 2005 D1, D2, D5, D8, D9, M5, M6, M14, Supplementary Planning Guidance Parking Standards January 2004 and Supplementary Design Guidance February 2005, in addition to the Human Rights Act 1998, which indicate that the proposal should be approved. Material planning considerations do not justify a decision contrary to the Development Plan (see Officer's report which can be inspected at these offices).

١,

Continuation ...

## APPROVED PLAN NUMBER(S):

1:1250 Site Plan & 07-2-05 EL01 & 0702-05 SP07 & 3193 P200 & 3193 P202 Rev C & 3193 P500 Rev B & 3193 P501 Rev B & 3193 P502 Rev B all received and date stamped 22<sup>nd</sup> June 2007

Date: 06/08/2007

Chris Conway

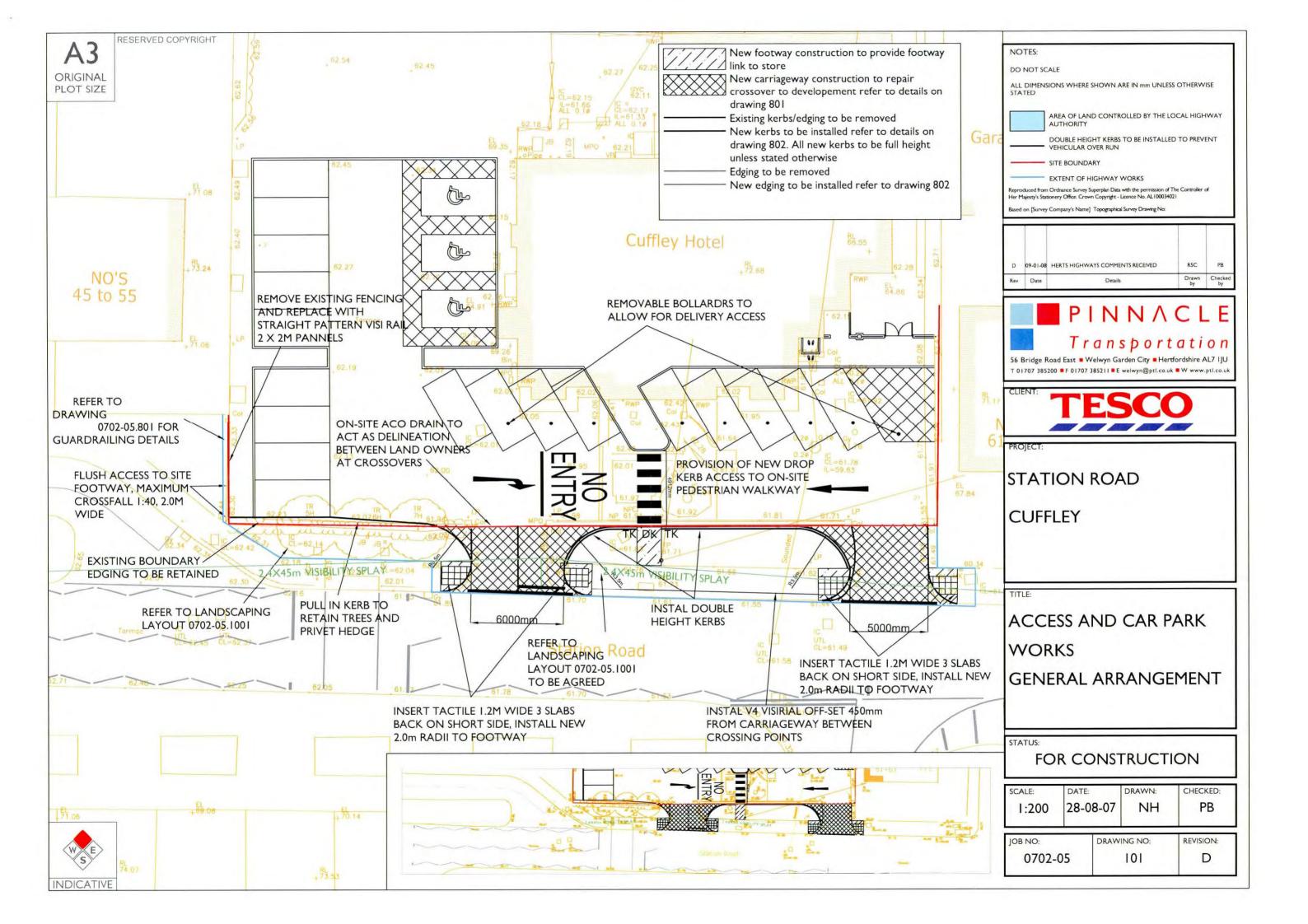
Chief Planning and Environmental Health Officer

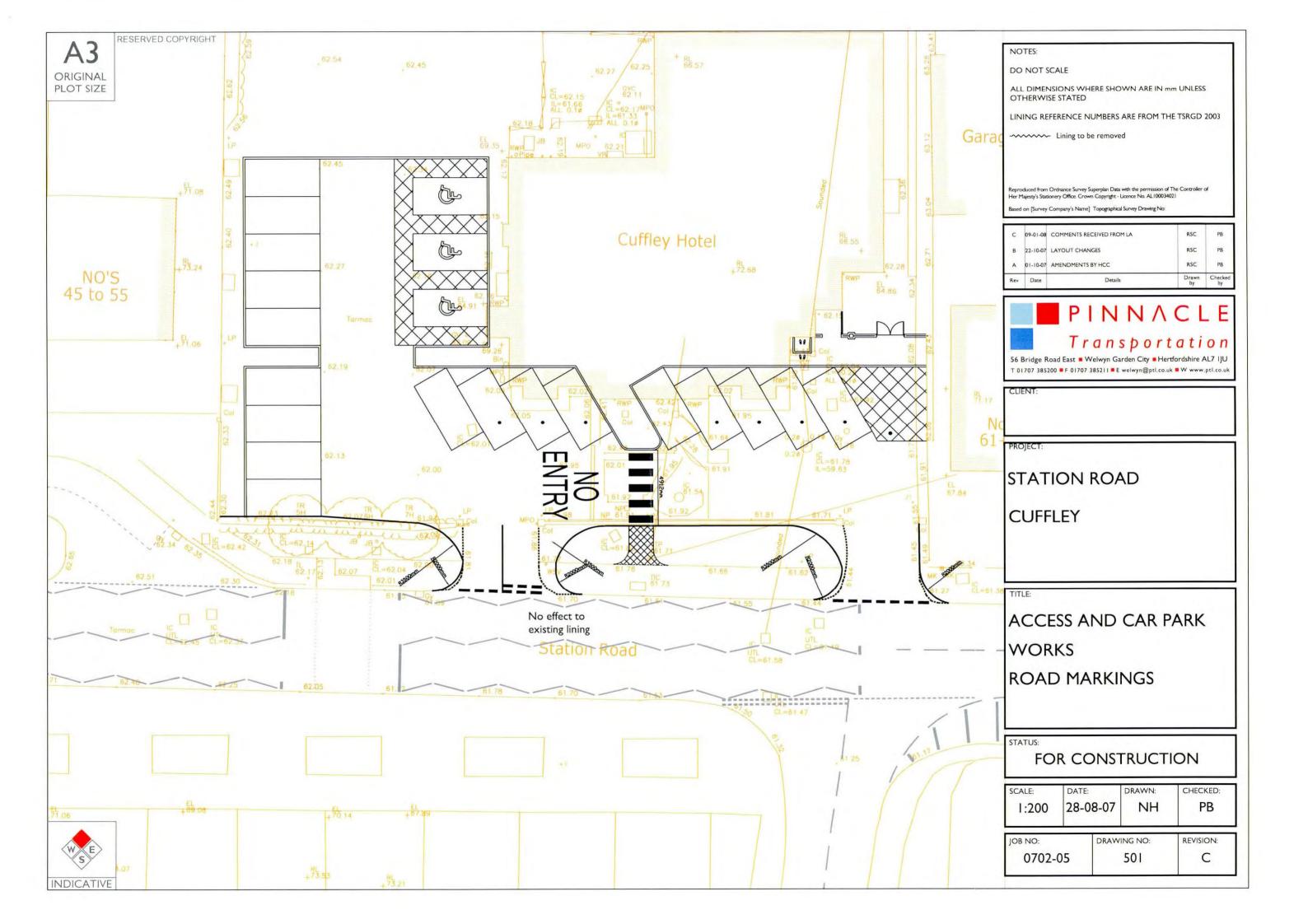
## SCHEDULE B

## Approved Drawings & Specification

#### References:

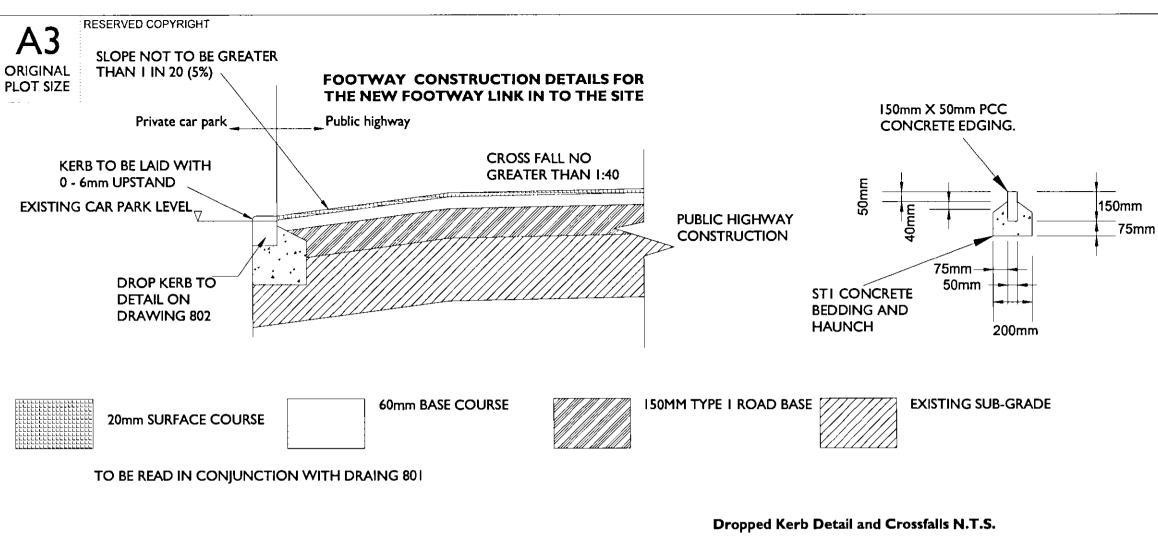
0702-05 / 101 Revision D - General Arrangements 0702-05 / 501 Revision C - Road Markings 0702-05 / 801 Revision B - Construction Details 0702-05 / 802 Revision B - Construction Details



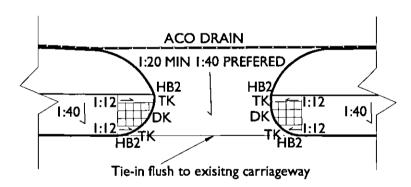


RESERVED COPYRIGHT CONSTRUCTION TOLLERANCES: NOTES: SD-005 CONSTRUCTION DETAIL FOOTWAY SCALE 1:20 SUB-BASE: ± 10mm (detail relates to the new footway only) DO NOT SCALE REFER TO DRAWING 803 FOR CONSTRUCTION LAYOUT DETAILS **ORIGINAL** ALL DIMENSIONS WHERE SHOWN ARE IN mm UNLESS OTHERWISE STATED **PLOT SIZE** 150mm DETAILS TAKEN FROM ROADS IN HERTFORDSHIRE - A GUIDE TO NEW DEVELOPEMENTS: SECTION 3, CHAPTER 9 - KERBS FOOTWAYS & PAYED AREAS (SERIES 1100) & SECTION 2, CHAPTER 1 - ROAD DESIGN 150mm-<u>=20mm</u> SURFACE COURSE (20mm) -60mm DENSE BASE COURSE (60mm) 150mm BASE TYPEI (I50mm) REFER TO DRAWINGS 101, 201, 301 AND 501 FOR LAYOUT DETAILS sed on (Survey Company's Name) Topographical Survey Drawing No: 60mm OF 20mm DENSE BASE COURSE TYPE I GRANULAR SUB-BASE **DBM 6mm FOOTWAY SURFACE COURSE LAID 20mm THICK** MACADAM TO CLAUSE 6.5 BS 4987 LAID 150mm THICK PART I (2003) 23-10-07 DETAIL AMENDMENTS DUE TO LAYOUT CHANG RSC 19-09-07 COMMENTS MADE BY LA Drawn Checked PINNACLE SD-004 CONSTRUCTION DETAIL CARRIAGEWAY SCALE 1:20 (detail relates to the on-site parking only - existing crossovers to be resurafced by replacing wearing course and binder course only) Transportation 300mm 300mm 56 Bridge Road East ■ Welwyn Garden City ■ Hertfordshire AL7 IJU T 01707 385200 ■ F 01707 385211 ■ E welwyn@ptl.co.uk ■ ₩ www.ptl.co.uk 40mm SURFACE COURSE (TWC) NOMINAL STONE SIZE 14mm (40mm THICK) TO CLAUSE 942, 300mm 80mm (RECIPE MIX) BITUMEN GRADE 160/220 PEN\* **EXISTING CONSTRUCTION** BINDER COURSE 20mm NOMINAL STONE SIZE DBM (80mm) TO CLAUSE 933, (RECIPE MIX) 160mm BITUMEN GRADE 100/150 PEN\*\* BASE COURSE 32mm NOMINAL STONE SIZE DBM (160mm) TO CLAUSE 933, (RECIPE MIX) TO BE TIED IN AT BITUMINOOUS LAYERS BITUMEN GRADE 40/60 PEN\*\*\* AS SHOWN OPPOSITE, DIFFERENCES IN 320mm BITUMINOUS LAYERS TO BE MADE UP ROAD BASE TYPE I (320mm) TO CLAUSE 801 - 803 USING ADDITIONAL BASE, OR BY REMOVING EXISTING GRANULAR BASE ALL LAYERS SHALL BE LAID IN ACCORDANCE TO CLAUSE 702 ISTATION ROAD TO PROVIDE THE DESIGN CONSTRUCTION DEPTH. AS DIRECTED ALL OF THE ABOVE CLAUSES REFER TO THE SPECIFICATION FOR HIGHWAY WORKS, BY THE ENGINEER **CUFFLEY** MCDFHW SERIES NG 700, 800 & 900 REFER TO APPENDIX 7/I FOR SPECIFICATION DETAILS REFER TO BS 4987, PART 1:2005 TABLE 17 & 18 REFER TO 8S 4987, PART 1:2005 TABLE 15 & 16 REFER TO BS 4987, PART 1:2005 TABLE 3 & 4 2000 ACCESS AND CAR PARK 50 X 10 70 X 8 RAILS C/W WORKS 5mm RAD CORNERS CONSTRUCTION DETAILS FOR CONSTRUCTION 12 SQ BAR INFILLS 7 x 116 CTRS 7 x 116 CTRS 133 SCALE: DRAWN: CHECKED: 28-08-07 1:20 NH PB JOB NO: DRAWING NO: REVISION: 0702-05 В 108

INDICATIVE

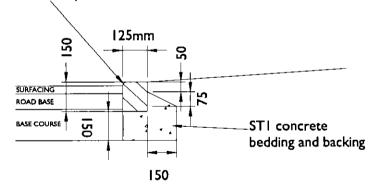


Footway fall details at drop kerbs min 1:80 max 1:12 preferred x-fall 1:40 For link in to site from public footway



## **BN BULL NOSE KERB (DROP KERB)**

see note 2 for kerb upstands



#### NOTES:

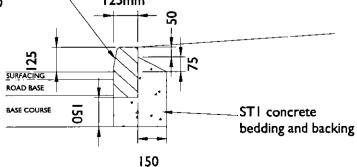
WHERE FOOTWAY/CYCLETRACK IS ADJACENT TO THE CARRIAGEWAY UPSTAND SHOULD BE 125mm.

> AN UPSTAND OF 40MM WILL BE SUFFICIENT WHERE ADJACENT PROPERTIES, FOOTWAYS AND CYCLE TRACKS ARE TO BE SEPARATED FROM AN AREA OF SHARED SURFACE BLOCK PAVED CARRIAGEWAY.

AT DROPPED KERB VEHICULAR CROSSINGS THE **UPSTAND SHOULD BE 25mm.** AT CROSSINGS USED BY PEDESTRIANS, OR CYCLISTS THE UPSTAND SHOULD BE ZERO.

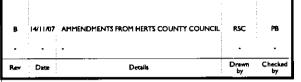
# see note 1 for kerb upstands 125mm

**HB2 FULL HEIGHT KERB** 



CONSTRUCTION TOLLERANCES:

SUB-BASE: ± 10mm BASE-COURSE: ± 3mm
REFER TO DRAWING 801 FOR CONSTRUCTION MATERIAL DETAILS NOTES: Sased on [Survey Company's Name] Topographical Survey Drawing No.







PROJECT:

STATION ROAD

**CUFFLEY** 

**ACCESS AND CAR PARK WORKS CONSTRUCTION DETAILS** 

STATUS:

FOR CONSTRUCTION

SCALE:	DATE:	DRAWN:	CHECKED:
N.T.S.	28-08-07	NH	PB

JOB NO: DRAWING NO: REVISION: 0702-05 В 802



#### HERTFORDSHIRE COUNTY COUNCIL

- and -

**TESCO STORES LIMITED** 

Agreement for Highway Works at
Former Harvest Public House
59 Station Road Cuffley Hertfordshire
pursuant to S.278 Highways Act 1980 and
S.106 Town & Country Planning Act 1990
(as amended)

ANDREW L LAYCOCK County Secretary County Hall Hertford SG13 8DE

REF: NM/WE 68