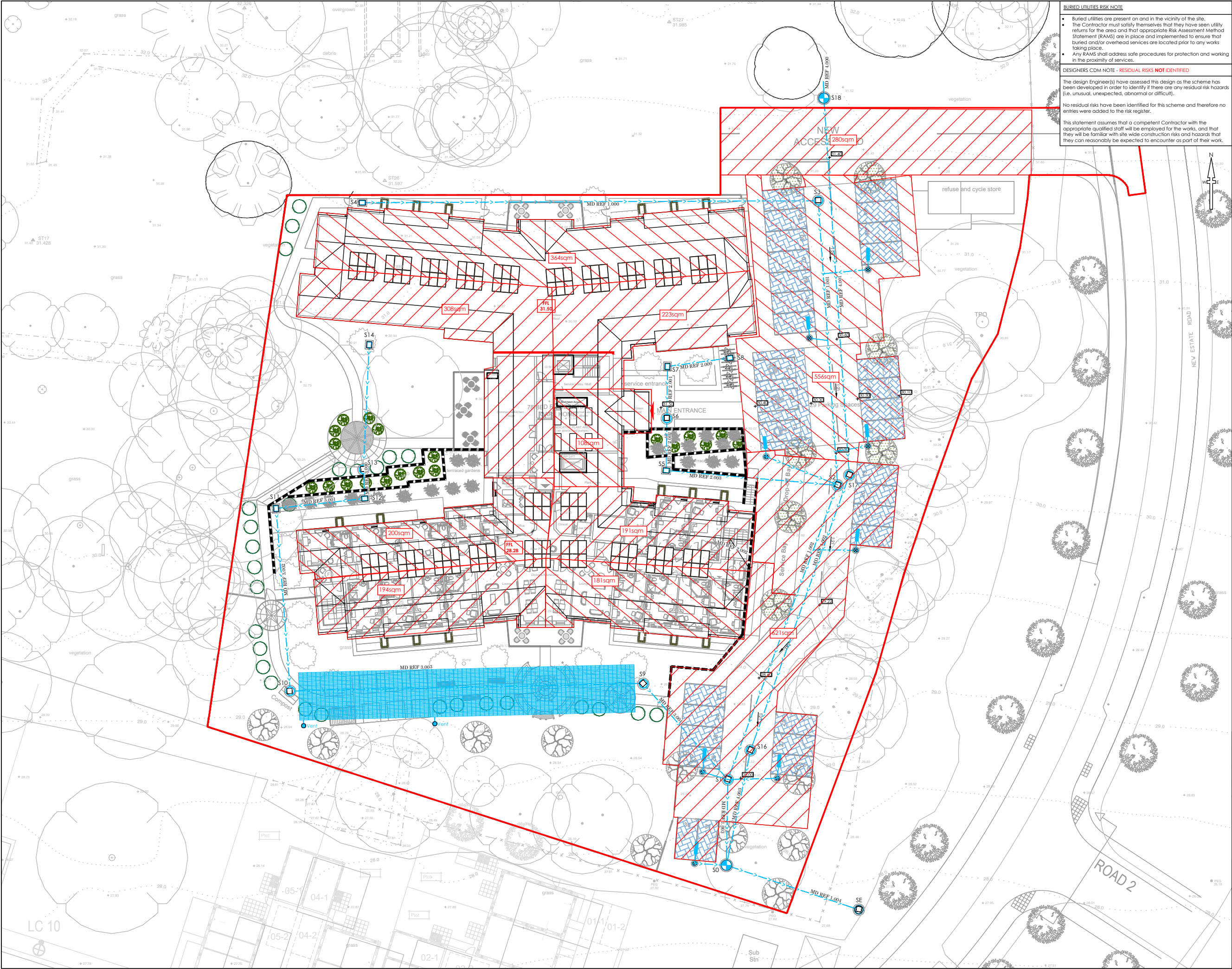




BURIED UTILITIES RISK NOTE

- Buried utilities are present on and in the vicinity of the site.
- The Contractor must satisfy themselves that they have seen utility returns for the area and that appropriate Risk Assessment Method Statement (RAMS) are in place and implemented to ensure that buried and/or overhead services are located prior to any works taking place.
- Any RAMS shall address safe procedures for protection and working in the proximity of services.

DESIGNERS CDM NOTE - RESIDUAL RISKS NOT IDENTIFIED

The design Engineer(s) have assessed this design as the scheme has been developed in order to identify if there are any residual risk hazards (i.e. unusual, unexpected, abnormal or difficult).

No residual risks have been identified for this scheme and therefore no entries were added to the risk register.

This statement assumes that a competent Contractor with the appropriate qualified staff will be employed for the works, and that they will be familiar with site wide construction risks and hazards that they can reasonably be expected to encounter as part of their work.

NOTES

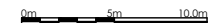
- All dimensions and levels are in metres unless otherwise noted
- This drawing is to be read in conjunction with the relevant Architect's/Engineer's drawings, specifications and CDM documentation
- This drawings has been produced electronically and may have been photo reduced or enlarged when copied. Work to figured dimensions only (DO NOT SCALE). All dimensions to be checked on site. Any errors or omissions to be reported to the engineer immediately.
- This drawing contains coloured lines / information that may not be clear if reproduced in black and white.
- Digital copies of this plan can only be considered accurate if supplied directly by Infrastruct CS Ltd.

Construction Note

It is essential that new drainage associated with the development is laid from the outfall(s) into the site. This is essential to avoid unforeseen obstructions where encountered (such as services). If the drainage is laid from the site out to the outfall it can result in significant abortive works to relay and overcome such obstructions.

Location of Public Sewers have been taken from record drawings which should be fully substantiated by the contractor prior to commencing works on site

All manholes covers located within carriageways shall have no slip covers to prevent motorcycles/cycles losing control

P03	NJ	TST	Amended in line with updated site layout		04/05/23
P02	NJ	TST	Amended in line with updated site layout		14/08/20
P01	NJ	TST	Initial issue		16/04/20
REV	DRAWN	CHECK	REVISION COMMENTS		ISSUE DATE
DRAWING TITLE					SHEET NO.
Proposed Drainage Areas					1/1
PROJECT					
Helmsley House Bartons Road					
CLIENT					
Brackley Investments Ltd			 Infrastruct CS Ltd		
SCALE @ A1					
1:200					
PROJECT NUMBER		STATUS		ENGINEER	
2709		S2		TST	
PROJECT		PHASE		DR-41	
HELM		ICS		AC	
ORIGIN		LEVEL		APPROVED	
01		XX		DJ	
TYPE		ROLE		NO. REVISION	
DR		C		0201 P03	



Appendix F - Microdrainage Calculations

STORM SEWER DESIGN by the Modified Rational Method

Design Criteria for Storm

Pipe Sizes STANDARD Manhole Sizes STANDARD

FSR Rainfall Model - England and Wales			
Return Period (years)	2	PIMP (%)	100
M5-60 (mm)	19.800	Add Flow / Climate Change (%)	0
Ratio R	0.345	Minimum Backdrop Height (m)	0.200
Maximum Rainfall (mm/hr)	50	Maximum Backdrop Height (m)	1.500
Maximum Time of Concentration (mins)	30	Min Design Depth for Optimisation (m)	1.200
Foul Sewage (l/s/ha)	0.000	Min Vel for Auto Design only (m/s)	1.00
Volumetric Runoff Coeff.	0.750	Min Slope for Optimisation (1:X)	500

Designed with Level Inverts

Time Area Diagram for Storm

Time (mins)	Area (ha)	Time (mins)	Area (ha)
0-4	0.350	4-8	0.194

Total Area Contributing (ha) = 0.544

Total Pipe Volume (m³) = 13.954

Network Design Table for Storm

« - Indicates pipe capacity < flow

PN	Length (m)	Fall (m)	Slope (1:X)	I.Area (ha)	T.E. (mins)	Base Flow (l/s)	k (mm)	HYD SECT	DIA (mm)	Section Type	Auto Design
1.000	53.000	0.883	60.0	0.036	5.00	0.0	0.600	o	150	Pipe/Conduit	
1.001	33.000	2.200	15.0	0.083	0.00	0.0	0.600	o	225	Pipe/Conduit	
2.000	7.500	0.125	60.0	0.022	5.00	0.0	0.600	o	150	Pipe/Conduit	
2.001	6.000	0.100	60.0	0.000	0.00	0.0	0.600	o	150	Pipe/Conduit	
2.002	6.000	0.060	100.0	0.010	0.00	0.0	0.600	o	150	Pipe/Conduit	
2.003	20.000	0.200	100.0	0.019	0.00	0.0	0.600	o	225	Pipe/Conduit	
1.002	36.500	0.243	150.2	0.062	0.00	0.0	0.600	o	300	Pipe/Conduit	
3.000	3.500	0.044	80.0	0.030	5.00	0.0	0.600	o	150	Pipe/Conduit	

Network Results Table

PN	Rain (mm/hr)	T.C. (mins)	US/IL (m)	Σ I.Area (ha)	Σ Base Flow (l/s)	Foul (l/s)	Add Flow (l/s)	Vel (m/s)	Cap (l/s)	Flow (l/s)
1.000	50.00	5.68	30.532	0.036	0.0	0.0	0.0	1.30	23.0	4.9
1.001	50.00	5.84	29.574	0.119	0.0	0.0	0.0	3.40	135.0	16.1
2.000	50.00	5.10	30.634	0.022	0.0	0.0	0.0	1.30	23.0	3.0
2.001	50.00	5.17	30.509	0.022	0.0	0.0	0.0	1.30	23.0	3.0
2.002	50.00	5.27	27.709	0.032	0.0	0.0	0.0	1.00	17.8	4.3
2.003	50.00	5.53	27.649	0.051	0.0	0.0	0.0	1.31	52.0	6.9
1.002	50.00	6.32	27.365	0.232	0.0	0.0	0.0	1.28	90.5	31.4
3.000	50.00	5.05	27.656	0.030	0.0	0.0	0.0	1.12	19.9	4.1

Infrastruct CS Ltd		Page 2
The Stables High Cogges, Witney Oxfordshire, OX29 6UN		
Date 17/10/2023 13:30	Designed by Tim.Trotman	
File SITE SW.MDX	Checked by	
Innovyze	Network 2020.1.3	

Network Design Table for Storm

PN	Length (m)	Fall (m)	Slope (1:X)	I.Area (ha)	T.E. (mins)	Base Flow (l/s)	k (mm)	HYD SECT	DIA (mm)	Section Type	Auto Design
3.001	10.500	0.131	80.0	0.020	0.00	0.0	0.600	o	150	Pipe/Conduit	
3.002	21.500	0.269	79.9	0.000	0.00	0.0	0.600	o	150	Pipe/Conduit	
3.003	41.000	0.082	500.0	0.019	0.00	0.0	0.600	o	225	Pipe/Conduit	
3.004	15.000	0.075	200.0	0.018	0.00	0.0	0.600	o	300	Pipe/Conduit	
1.003	10.000	0.050	200.0	0.000	0.00	0.0	0.600	o	300	Pipe/Conduit	
4.000	1.000	0.040	25.0	0.225	5.00	0.0	0.600	o	225	Pipe/Conduit	
4.001	44.000	1.760	25.0	0.000	0.00	0.0	0.600	o	225	Pipe/Conduit	
4.002	34.000	1.360	25.0	0.000	0.00	0.0	0.600	o	225	Pipe/Conduit	
4.003	13.500	0.166	81.3	0.000	0.00	0.0	0.600	o	225	Pipe/Conduit	
1.004	16.000	0.356	44.9	0.000	0.00	0.0	0.600	o	150	Pipe/Conduit	

Network Results Table

PN	Rain (mm/hr)	T.C. (mins)	US/IL (m)	Σ I.Area (ha)	Σ Base Flow (l/s)	Foul (l/s)	Add Flow (l/s)	Vel (m/s)	Cap (l/s)	Flow (l/s)
3.001	50.00	5.21	27.612	0.050	0.0	0.0	0.0	1.12	19.9	6.8
3.002	50.00	5.53	27.481	0.050	0.0	0.0	0.0	1.13	19.9	6.8
3.003	50.00	6.71	27.212	0.069	0.0	0.0	0.0	0.58	23.0	9.3
3.004	50.00	6.93	27.130	0.087	0.0	0.0	0.0	1.11	78.3	11.8
1.003	50.00	7.08	27.055	0.319	0.0	0.0	0.0	1.11	78.3	43.2
4.000	50.00	5.01	30.256	0.225	0.0	0.0	0.0	2.63	104.5	30.5
4.001	50.00	5.29	30.216	0.225	0.0	0.0	0.0	2.63	104.5	30.5
4.002	50.00	5.50	28.456	0.225	0.0	0.0	0.0	2.63	104.5	30.5
4.003	50.00	5.66	27.096	0.225	0.0	0.0	0.0	1.45	57.7	30.5
1.004	50.00	7.26	27.006	0.544	0.0	0.0	0.0	1.50	26.6«	73.7

PIPELINE SCHEDULES for Storm

Upstream Manhole

PN	Hyd Sect	Diam (mm)	MH Name	C.Level (m)	I.Level (m)	D.Depth (m)	MH Connection	MH DIAM., L*W (mm)
1.000	o	150	1	31.400	30.532	0.718	Open Manhole	1200
1.001	o	225	2	31.200	29.574	1.401	Open Manhole	1200
2.000	o	150	4	31.400	30.634	0.616	Open Manhole	1200
2.001	o	150	5	31.400	30.509	0.741	Open Manhole	1200
2.002	o	150	6	31.500	27.709	3.641	Open Manhole	1200
2.003	o	225	6	28.400	27.649	0.526	Open Manhole	1200
1.002	o	300	7	29.850	27.365	2.185	Open Manhole	1200
3.000	o	150	8	30.500	27.656	2.694	Open Manhole	1200
3.001	o	150	9	28.250	27.612	0.488	Open Manhole	1200
3.002	o	150	10	28.250	27.481	0.619	Open Manhole	1200
3.003	o	225	11	28.250	27.212	0.813	Open Manhole	1200
3.004	o	300	12	28.250	27.130	0.820	Open Manhole	1200
1.003	o	300	13	28.000	27.055	0.645	Open Manhole	1200
4.000	o	225	14	31.500	30.256	1.019	Open Manhole	1200
4.001	o	225	15	31.500	30.216	1.059	Open Manhole	1200
4.002	o	225	16	29.850	28.456	1.169	Open Manhole	1200
4.003	o	225	17	28.150	27.096	0.829	Open Manhole	1200
1.004	o	150	18	28.200	27.006	1.044	Open Manhole	1200

Downstream Manhole

PN	Length (m)	Slope (1:X)	MH Name	C.Level (m)	I.Level (m)	D.Depth (m)	MH Connection	MH DIAM., L*W (mm)
1.000	53.000	60.0	2	31.200	29.649	1.401	Open Manhole	1200
1.001	33.000	15.0	7	29.850	27.374	2.251	Open Manhole	1200
2.000	7.500	60.0	5	31.400	30.509	0.741	Open Manhole	1200
2.001	6.000	60.0	6	31.500	30.409	0.941	Open Manhole	1200
2.002	6.000	100.0	6	28.400	27.649	0.601	Open Manhole	1200
2.003	20.000	100.0	7	29.850	27.449	2.176	Open Manhole	1200
1.002	36.500	150.2	13	28.000	27.122	0.578	Open Manhole	1200
3.000	3.500	80.0	9	28.250	27.612	0.488	Open Manhole	1200
3.001	10.500	80.0	10	28.250	27.481	0.619	Open Manhole	1200
3.002	21.500	79.9	11	28.250	27.212	0.888	Open Manhole	1200
3.003	41.000	500.0	12	28.250	27.130	0.895	Open Manhole	1200
3.004	15.000	200.0	13	28.000	27.055	0.645	Open Manhole	1200
1.003	10.000	200.0	18	28.200	27.005	0.895	Open Manhole	1200
4.000	1.000	25.0	15	31.500	30.216	1.059	Open Manhole	1200
4.001	44.000	25.0	16	29.850	28.456	1.169	Open Manhole	1200
4.002	34.000	25.0	17	28.150	27.096	0.829	Open Manhole	1200
4.003	13.500	81.3	18	28.200	26.930	1.045	Open Manhole	1200
1.004	16.000	44.9		28.200	26.650	1.400	Open Manhole	0

Free Flowing Outfall Details for Storm

Outfall Pipe Number	Outfall Name	C. Level (m)	I. Level (m)	Min I. Level (m)	D,L (mm)	W (mm)
------------------------	-----------------	-----------------	-----------------	------------------------	-------------	-----------

1.004		28.200	26.650	0.000	0	0
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Simulation Criteria for Storm

Volumetric Runoff Coeff	0.750	Additional Flow - % of Total Flow	0.000
Areal Reduction Factor	1.000	MADD Factor * 10m³/ha Storage	2.000
Hot Start (mins)	0	Inlet Coeffiecient	0.800
Hot Start Level (mm)	0	Flow per Person per Day (l/per/day)	0.000
Manhole Headloss Coeff (Global)	0.500	Run Time (mins)	60
Foul Sewage per hectare (l/s)	0.000	Output Interval (mins)	1

Number of Input Hydrographs 0 Number of Offline Controls 0 Number of Time/Area Diagrams 0
Number of Online Controls 2 Number of Storage Structures 2 Number of Real Time Controls 0

Synthetic Rainfall Details

Rainfall Model	FSR	Profile Type	Summer
Return Period (years)	2	Cv (Summer)	0.750
Region	England and Wales	Cv (Winter)	0.840
M5-60 (mm)	19.800	Storm Duration (mins)	30
Ratio R	0.345		

Online Controls for Storm

Hydro-Brake® Optimum Manhole: 15, DS/PN: 4.001, Volume (m³): 1.4

Unit Reference MD-SHE-0073-2500-1150-2500
 Design Head (m) 1.150
 Design Flow (l/s) 2.5
 Flush-Flo™ Calculated
 Objective Minimise upstream storage
 Application Surface
 Sump Available Yes
 Diameter (mm) 73
 Invert Level (m) 30.216
 Minimum Outlet Pipe Diameter (mm) 100
 Suggested Manhole Diameter (mm) 1200

Control Points	Head (m)	Flow (l/s)	Control Points	Head (m)	Flow (l/s)
Design Point (Calculated)	1.150	2.5	Kick-Flo®	0.651	1.9
Flush-Flo™	0.320	2.4	Mean Flow over Head Range	-	2.1

The hydrological calculations have been based on the Head/Discharge relationship for the Hydro-Brake® Optimum as specified. Should another type of control device other than a Hydro-Brake Optimum® be utilised then these storage routing calculations will be invalidated

Depth (m)	Flow (l/s)	Depth (m)	Flow (l/s)	Depth (m)	Flow (l/s)	Depth (m)	Flow (l/s)	Depth (m)	Flow (l/s)
0.100	2.0	0.800	2.1	2.000	3.2	4.000	4.4	7.000	5.8
0.200	2.3	1.000	2.3	2.200	3.4	4.500	4.7	7.500	6.0
0.300	2.4	1.200	2.5	2.400	3.5	5.000	4.9	8.000	6.2
0.400	2.4	1.400	2.7	2.600	3.6	5.500	5.2	8.500	6.3
0.500	2.3	1.600	2.9	3.000	3.9	6.000	5.4	9.000	6.5
0.600	2.1	1.800	3.1	3.500	4.2	6.500	5.6	9.500	6.7

Hydro-Brake® Optimum Manhole: 18, DS/PN: 1.004, Volume (m³): 2.5

Unit Reference MD-SHE-0106-5000-0950-5000
 Design Head (m) 0.950
 Design Flow (l/s) 5.0
 Flush-Flo™ Calculated
 Objective Minimise upstream storage
 Application Surface
 Sump Available Yes
 Diameter (mm) 106
 Invert Level (m) 27.006
 Minimum Outlet Pipe Diameter (mm) 150
 Suggested Manhole Diameter (mm) 1200

Control Points	Head (m)	Flow (l/s)	Control Points	Head (m)	Flow (l/s)
Design Point (Calculated)	0.950	5.0	Kick-Flo®	0.615	4.1
Flush-Flo™	0.283	5.0	Mean Flow over Head Range	-	4.3

The hydrological calculations have been based on the Head/Discharge relationship for the Hydro-Brake® Optimum as specified. Should another type of control device other than a Hydro-Brake Optimum® be utilised then these storage routing calculations will be invalidated

Depth (m)	Flow (l/s)	Depth (m)	Flow (l/s)	Depth (m)	Flow (l/s)	Depth (m)	Flow (l/s)	Depth (m)	Flow (l/s)
0.100	3.6	0.800	4.6	2.000	7.1	4.000	9.8	7.000	12.8
0.200	4.9	1.000	5.1	2.200	7.4	4.500	10.4	7.500	13.2
0.300	5.0	1.200	5.6	2.400	7.7	5.000	10.9	8.000	13.7
0.400	4.9	1.400	6.0	2.600	8.0	5.500	11.4	8.500	14.1
0.500	4.7	1.600	6.4	3.000	8.6	6.000	11.9	9.000	14.4
0.600	4.2	1.800	6.7	3.500	9.2	6.500	12.4	9.500	14.8

Storage Structures for Storm

Cellular Storage Manhole: 12, DS/PN: 3.004

Invert Level (m) 27.130 Safety Factor 2.0
Infiltration Coefficient Base (m/hr) 0.00000 Porosity 0.95
Infiltration Coefficient Side (m/hr) 0.00000

Depth (m)	Area (m²)	Inf. Area (m²)	Depth (m)	Area (m²)	Inf. Area (m²)	Depth (m)	Area (m²)	Inf. Area (m²)
0.000	234.0	234.0	0.800	234.0	306.0	0.900	0.0	306.0

Cellular Storage Manhole: 14, DS/PN: 4.000

Invert Level (m) 30.256 Safety Factor 2.0
Infiltration Coefficient Base (m/hr) 0.00000 Porosity 0.95
Infiltration Coefficient Side (m/hr) 0.00000

Depth (m)	Area (m²)	Inf. Area (m²)	Depth (m)	Area (m²)	Inf. Area (m²)	Depth (m)	Area (m²)	Inf. Area (m²)
0.000	250.0	250.0	1.200	250.0	334.0	1.300	0.0	334.0

Summary of Critical Results by Maximum Level (Rank 1) for Storm

Simulation Criteria

Areal Reduction Factor 1.000 Additional Flow - % of Total Flow 0.000
 Hot Start (mins) 0 MADD Factor * 10m³/ha Storage 2.000
 Hot Start Level (mm) 0 Inlet Coeffiecient 0.800
 Manhole Headloss Coeff (Global) 0.500 Flow per Person per Day (l/per/day) 0.000
 Foul Sewage per hectare (l/s) 0.000

Number of Input Hydrographs 0 Number of Offline Controls 0 Number of Time/Area Diagrams 0
 Number of Online Controls 2 Number of Storage Structures 2 Number of Real Time Controls 0

Synthetic Rainfall Details

Rainfall Model FSR M5-60 (mm) 19.800 Cv (Summer) 0.750
 Region England and Wales Ratio R 0.345 Cv (Winter) 0.840

Margin for Flood Risk Warning (mm) 300.0
 Analysis Timestep 2.5 Second Increment (Extended)
 DTS Status ON
 DVD Status ON
 Inertia Status ON

Profile(s) Summer and Winter
 Duration(s) (mins) 15, 30, 60, 120, 180, 240, 360, 480, 600, 720, 960, 1440, 2160, 2880, 4320, 5760, 7200, 8640, 10080
 Return Period(s) (years) 1, 30, 100
 Climate Change (%) 0, 0, 45

					Water Surcharged Flooded						
PN	US/MH Name	Storm	Return Period	Climate Change	First (X) Surge	First (Y) Flood	First (Z) Overflow	Overflow Act.	Level (m)	Depth (m)	Volume (m³)
1.000	1	15 Winter	100	+45%					30.650	-0.032	0.000
1.001	2	15 Winter	100	+45%					29.699	-0.100	0.000
2.000	4	15 Winter	100	+45%					30.725	-0.059	0.000
2.001	5	15 Winter	100	+45%					30.602	-0.057	0.000
2.002	6	15 Winter	100	+45%	100/15 Summer				28.491	0.632	0.000
2.003	6	15 Winter	100	+45%	100/15 Summer				28.399	0.525	0.000
1.002	7	15 Winter	100	+45%	30/15 Summer				28.322	0.657	0.000
3.000	8	15 Winter	100	+45%	100/15 Summer				28.272	0.466	0.000
3.001	9	15 Winter	100	+45%	100/15 Summer				28.209	0.447	0.000
3.002	10	480 Winter	100	+45%	100/15 Summer				27.972	0.341	0.000
3.003	11	480 Winter	100	+45%	30/120 Winter				27.970	0.533	0.000
3.004	12	480 Winter	100	+45%	30/120 Winter				27.968	0.538	0.000
1.003	13	480 Winter	100	+45%	1/15 Summer				27.969	0.614	0.000
4.000	14	480 Winter	100	+45%	30/120 Winter				30.829	0.348	0.000
4.001	15	480 Winter	100	+45%	30/30 Winter				30.845	0.404	0.000
4.002	16	2880 Winter	100	+45%					28.480	-0.201	0.000
4.003	17	480 Winter	100	+45%	1/15 Summer				27.970	0.649	0.000
1.004	18	480 Winter	100	+45%	1/15 Summer				27.967	0.811	0.000

Half Drain Pipe							
PN	US/MH Name	Flow / Cap.	Overflow (l/s)	Time (mins)	Flow (l/s)	Status	Level Exceeded
1.000	1	0.95			21.2	OK	
1.001	2	0.58			73.7	OK	
2.000	4	0.67			13.2	OK	
2.001	5	0.68			13.1	OK	
2.002	6	1.29			19.2	SURCHARGED	
2.003	6	0.70			33.0	FLOOD RISK	
1.002	7	1.57			131.4	SURCHARGED	
3.000	8	1.18			15.5	SURCHARGED	

Summary of Critical Results by Maximum Level (Rank 1) for Storm

		Half Drain		Pipe			
PN	US/MH Name	Flow / Cap.	Overflow (l/s)	Time (mins)	Flow (l/s)	Status	Level Exceeded
3.001	9	1.36			24.1	FLOOD RISK	
3.002	10	0.19			3.7	FLOOD RISK	
3.003	11	0.22			4.9	FLOOD RISK	
3.004	12	0.05			3.6	FLOOD RISK	
1.003	13	0.05			3.3	FLOOD RISK	
4.000	14	0.10		523	2.9	SURCHARGED	
4.001	15	0.02			2.4	SURCHARGED	
4.002	16	0.02			2.4	OK	
4.003	17	0.07			3.5	FLOOD RISK	
1.004	18	0.20			5.0	FLOOD RISK	



Appendix G - SuDS Maintenance Manual



Appendix H - Collaboration Agreement

DATED

19 February

2020

- (1) PHILIP DYMOKE WHITE, FIONA ELIZABETH WHITE and ALEXANDER STUART DYMOKE WHITE as Trustees of P.D. White
- (2) BELLWAY HOMES LIMITED
- (3) JUDITH MARY DARMADY, SARAH JANE WILLIAMS and EDWARD JOHN DARMADY
- (4) JUDITH MARY DARMADY, EDWARD JOHN DARMADY, SIMON GERALD PIGOT WILLIAMS and LUCY GEORGIANA PIGOT WILLIAMS

AGREEMENT FOR COLLABORATION

of the redevelopment of land at Bartons Road and
Helmsley House Havant

WE HEREBY CERTIFY THAT THIS IS A TRUE
AND COMPLETE COPY OF THE ORIGINAL

TRETHOWANS LLP
THE PAVILION

BOTLEIGH GRANGE BUSINESS PARK
HEDGE END
SOUTHAMPTON SO30 2AF

Trethowans LLP
19/02/2020

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THIS AGREEMENT is made this

19 February

2010

BETWEEN:

- (1) **PHILIP DYMOKE WHITE** and **FIONA ELIZABETH WHITE** and **ALEXANDER STUART DYMOKE WHITE** of Chidden Farmhouse Chidden Hambledon Hampshire PO7 4TD as Trustees of P.D. White ("**White**");
- (2) **BELLWAY HOMES LIMITED** (Co. No. 00670176) whose registered office is Seaton Burn House, Dudley Lane, Seaton Burn, Newcastle-upon-Tyne NE13 6BE ("**Bellway**")
- (3) **JUDITH MARY DARMADY** of Meadow View 26 Vyne Road, Sherborne St John, Basingstoke, Hampshire RG24 9HX, **SARAH JANE WILLIAMS** of Aldsworth House Aldsworth, Emsworth, Hampshire PO10 8QT and **EDWARD JOHN DARMADY** of 99 Fir Hill Alness Ross-shire IV17 ORT ("**Darmady 1**"); and
- (4) **JUDITH MARY DARMADY** of Meadow View 26 Vyne Road Sherborne St John Basingstoke Hampshire RG24 9HX, **EDWARD JOHN DARMADY** of 99 Fir Hill Alness Ross-shire IV17 ORT, **SIMON GERALD PIGOT WILLIAMS** of The Old Farmhouse Pitts Lane Bishopstone Salisbury SP5 4DQ and **LUCY GEORGINA PIGOT WILLIAMS** of 23 Weiss Road London SW15 1DH ("**Darmady 2**").

BACKGROUND:

- (A) White is the registered freehold owner of the Purple Land.
- (B) Bellway is the registered freehold owner of the Red Land.
- (C) Darmady 1 is the registered freehold owner of the Blue Land.
- (D) Darmady 2 is the registered freehold owner of the Green Land.
- (E) The Parties have agreed to collaborate together to assist with the development of the Barton Site and the Helmsley Site on the terms set out in this Agreement.

NOW THIS DEED WITNESSES

1 DEFINITIONS

In this Agreement (including the preamble and the recitals) the following expressions shall have the following meanings:

Barton Site

together the Red Land and the Purple Land;

Barton Site Planning Permission

the outline planning permission ref: APP/15/01435 for residential development on the Barton Site; including any variation substitution or further

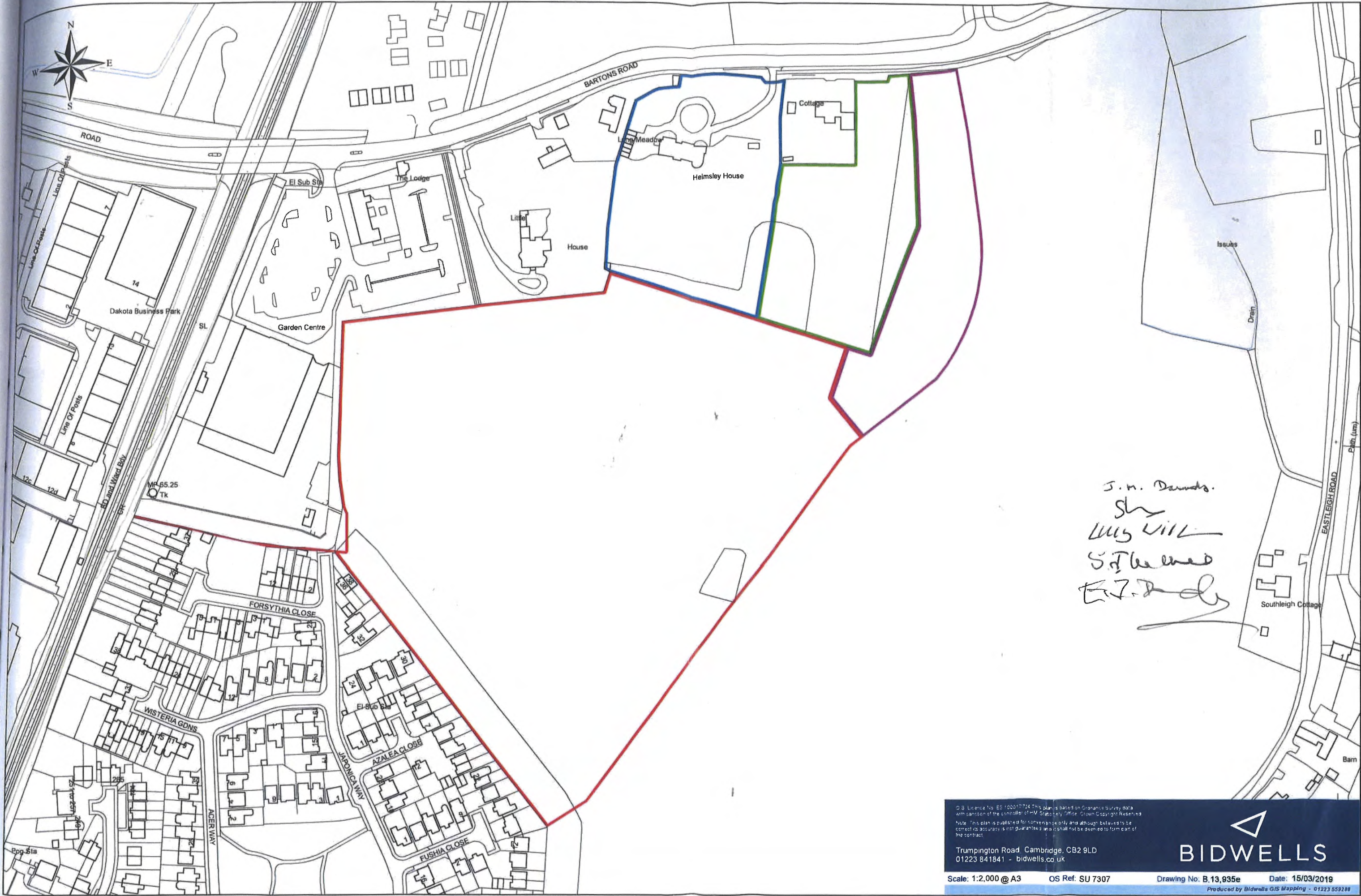
	consent for development on the Barton Site
Blue Land	the land edged blue on Plan 1 registered at HM Land Registry under number SH32766;
Spur Road	means the land cross-hatched black on Plan 2
Darmady:	together Darmady 1 and Darmady 2
Darmady's Solicitors:	means Trethowans LLP of Botleigh Grange Business Park, Pavilion Rd, Southampton SO30 2AF (reference: ejb/329094) or such other solicitors as may be appointed by the Darmady from time to time and notified to White in writing;
Dispute Procedure:	means (in the absence of there being specific other provision for dispute resolution) the dispute resolution procedure set out at clause 12;
Expert	the independent expert appointed pursuant to clause 12;
Green Land	the land edged green on Plan 1 registered at HM Land Registry under title number SH23161;
Hatched Land	the part of the Barton Site shown hatched black on Plan 2;
Helmsley Site	together the Blue Land and the Green Land
Interest:	means in the case of: (a) monies due from one party to another interest calculated at the rate of 2% per annum above the base rate of Barclays Bank PLC;

- (b) monies earned as a result of funds being on deposit with a financial institution interest actually earned;

Local Planning Authority:	means any authority in its capacity as the local planning authority for the Property;
Overarching Objective	shall have the meaning given to it in clause 3;
Parties:	means White Darmady and Bellway and (where the context so admits) " Party " shall be construed accordingly;
Plan 1:	means the plan attached and marked 'Plan 1'
Plan 2:	means the plan attached and marked 'Plan 2'
Plan 3:	means the plan attached and marked 'Plan 3' or such substituted plan as may be agreed between the parties acting reasonably
Planning Act:	means the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991 and the Planning (Listed Buildings and Conservation Areas) Act 1990;
Purple Land:	means the land edged purple on Plan 1 being part of land registered at HM Land Registry with title number SH34071
Red Land:	means the land edged red on Plan 1 registered at HM Land Registry under title number SH48894
Section 104 Agreement	means any agreement required by the statutory undertaker in relation to the adoption of the foul and surface water infrastructure more specifically referred to in clause 4.1.
VAT Act:	means the Value Added Tax Act 1994;
VAT Election:	means an election to waive exemption from VAT in respect of the Property within

Land South of Bartons Road, Havant

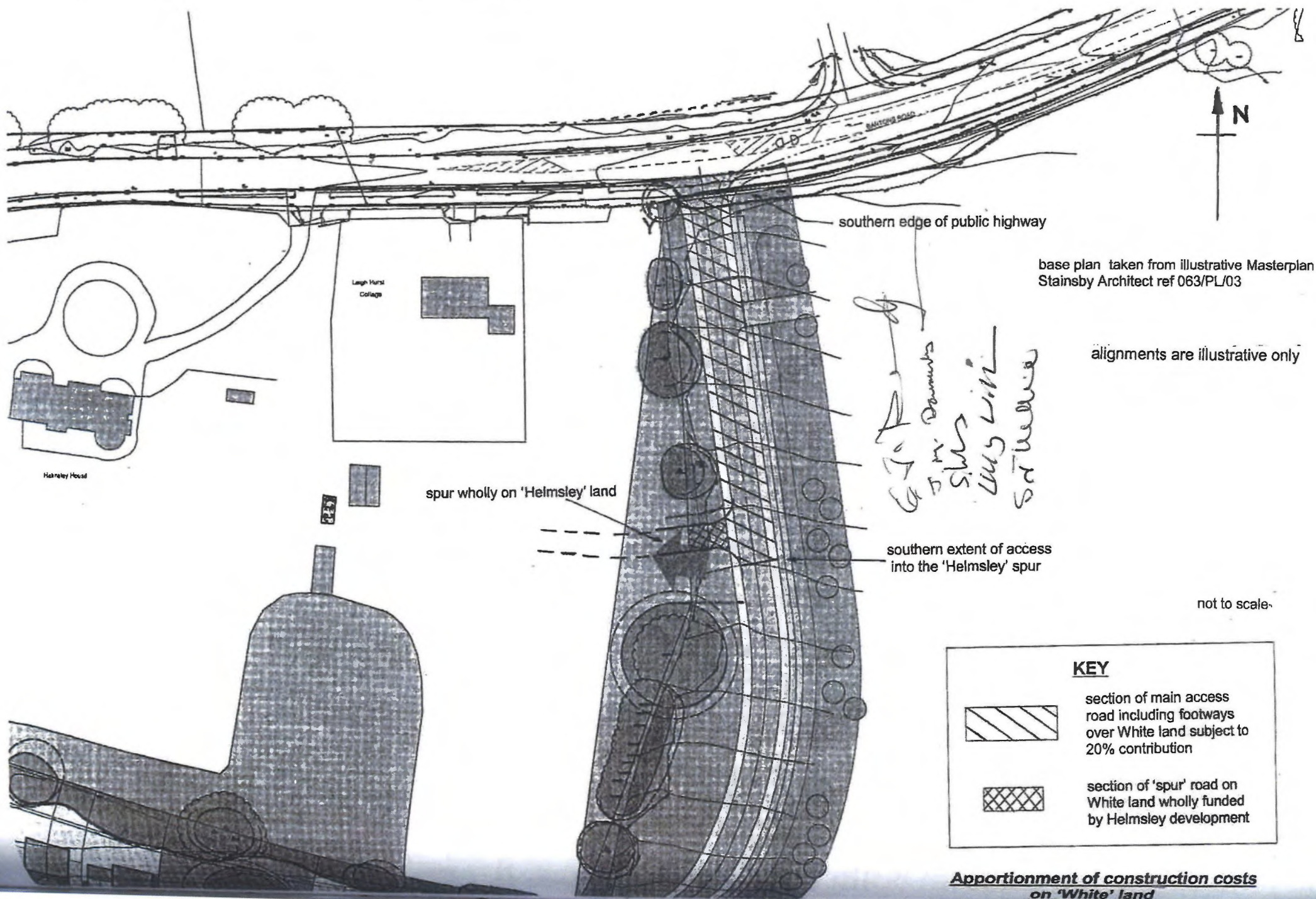
PLAN 1



OS Licence No. E5 100017724 This plan is based on Ordnance Survey data with permission of the controller of HM Stationery Office. Crown Copyright Reserved. Note: This plan is published for reference only and although believed to be correct its accuracy is not guaranteed and it shall not be deemed to form part of the contract.

Trumpington Road, Cambridge, CB2 9LD
01223 841841 - bidwells.co.uk

BIDWELLS



Notes:-

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2. All working dimensions to be checked on site.
3. Do not scale.
4. Any discrepancies between drawings of different scales, and between drawings and specification where appropriate to be notified to The Engineer for decision.
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Health and Safety Note:
The details on this drawing have been prepared on the assumption that a competent contractor will be carrying out the works. If the contractor(s) considers that there is insufficient Health and Safety information on this drawing, this should immediately be brought to the attention of the designer.



Context Plan

NTS

Refer to drawing no. C85850-D164 for private drainage notes

Rev.	Date	Amendment	By	Chk.
E	09.10.19	New foul drainage connection from off-site Helmsley House development to public sewer notes added	KT	KT
D	07.06.19	Drainage levels updated to suit updated garden levels in plots south of Road 1.	KM	KT
C	11.02.19	Boundary levels and retaining structures between phase 1 and Phase 2 revised following phase 2 revised external levels	IS	KM
B	21.01.19	Phase 1 revised to suit client comments	IS	KM
A	09.10.18	Status revised to construction. Drainage updated.	CT	KM
Rev.	Date	Amendment	By	Chk.
Construction				

Bellway

john newton & partners
jnpgroup
Consulting Engineers
www.jnpgroup.co.uk
D1926 889555 leamingtonspa@jnpgroup.co.uk

Client Bellway Homes
Job Bartons Road Havant, Hampshire
Title Phase 1 Private Drainage Layout Sheet 2 of 3

Scale 1:200 © A1 Date July 2018
Drawn by CT Checked by KM Approved by KM

BATROCA HAS Constructionline

Drawing No. C85850-D165 Rev. C

All connections to the existing public sewer network from off-site developments (Helmsley House) are subject to S106 approval from Southern Water, to be undertaken by others.

New foul flows from Helmsley House development to connect to existing Southern Water public foul water sewer. Discharge rate maximum 2.2 l/s.

Exact location and route of existing foul sewer to be confirmed and diverted as necessary, design by others.

EX FWHM1802
CL 29.260
IL 28.040

F102
CL 29.262
IL 27.862

F104
CL 28.558
IL 25.818

F105
CL 28.340
IL 25.598

Handwritten notes:
Luis Villa
J. M. Duran
Shs
S. T. Hallie

2no 1.2mØ Twin Wall Plastic Pipework @ 1:500

2no 1.2mØ Twin Wall Plastic Pipework @ 1:500

Foul Drainage Legend

(Dimensions are approx. internal sizes).

- Existing Southern Water public foul sewer
- Existing Southern Water public foul sewer to be diverted
- New Adoptable Foul water sewer and manhole
- New private foul drain
- New private foul inspection chamber 225 mm dia polypropylene or vitrified clay up to 600 mm deep, Max pipe dia, 150mm
- New private foul inspection chamber 450 mm dia polypropylene up to 3000 mm deep, Max pipe dia, 150mm
- New adoptable foul water type 3 inspection chamber and vitrified clay lateral

Rainwater down pipes and internal foul down pipes are shown indicatively only. The contractor shall refer to architects drawings for actual locations, external drainage runs may require relocating to suit.

Surface Water Drainage Legend

(Dimensions are approx. internal sizes).

- Existing Southern Water public storm water sewer
- Existing Southern Water public storm water sewer to be removed
- New adoptable surface water sewer
- New adoptable surface water manhole
- New private surface water inspection chamber 225 mm dia polypropylene or vitrified clay up to 600 mm deep, Max pipe dia, 150mm
- New private surface water inspection chamber 450 mm dia polypropylene up to 3000 mm deep, Max pipe dia, 150mm
- New private yard gully / road gully
- New private channel drain
- New private rodding eye
- New indicative private rain water pipe
- New adoptable surface water type 3 inspection chamber and vitrified clay lateral
- Tree Root Protection Area, Refer to Tree Survey & Constraint Plan by Bernie Haverson & Tree Report by ACD Environmental
- New private deep trapped road gully in shared parking courts
- New trench drain to connect to the nearest bed and surround granular material.

IMPORTANT

All construction works undertaken prior to the approvals below will be undertaken at the contractor's risk.

- Section 278
- Section 36
- Section 104
- Building Regulations

Existing Utilities

The contractor shall refer to the existing and proposed services information, provided by Bellway Homes (Wessex).

It is the Contractor's responsibility to liaise with all relevant services companies to ensure that all existing services are accurately located and adequately protected during construction.

It is the Contractor's responsibility to liaise with the Developer and all relevant services companies to ensure that all new and diverted services are accurately located and adequately protected during construction.

All works to existing services to be undertaken as required by the Developer. Refer to Developer design.

All buried concrete Design Class DS-2 and AEC site classification of AC-1s. For existing ground conditions refer to Phase II Ground Investigation Report by Soite Limited, document ref. 16524/GIR, dated October 2017 and Supplementary Geotechnical Investigation Report by JNP Group, dated August 2018.

This drawing is based on the following information provided by others:

- Topographical Survey undertaken by SiteLine Geomatics Surveyors, ref. 05H401, dated January 2018.
- Site Layout plan by OSP Architecture, ref. 17300 - P101 Rev G, dated November 2018.
- Tree Survey by Bernie Haverson, ref. 0767 - BJH 0102, dated October 2015.
- Landscape Proposals by ACD Environmental, ref. BEL21747 11F, date March 2019.

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2. All working dimensions to be checked on site.

3. Do not scale.

4. Any discrepancies between drawings of different scales, and between drawings and specification where appropriate to be notified to The Engineer for decision.

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Context Plan

NTS

Refer to drawing no. C85850-D164 for private drainage notes.

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B	21.01.19	Phase 1 revised to suit client comments	IS	
A	09.10.18	Status revised to construction. Drainage updated.	CT	
Rev.	Date	Amendment	By	Cl

Status	Construction
--------	--------------

Bellway



Client	Bellway Homes
--------	---------------

Job	Bartons Road Havant, Hampshire
-----	-----------------------------------

Title	Phase 1 Private Drainage Layout Sheet 2 of 3
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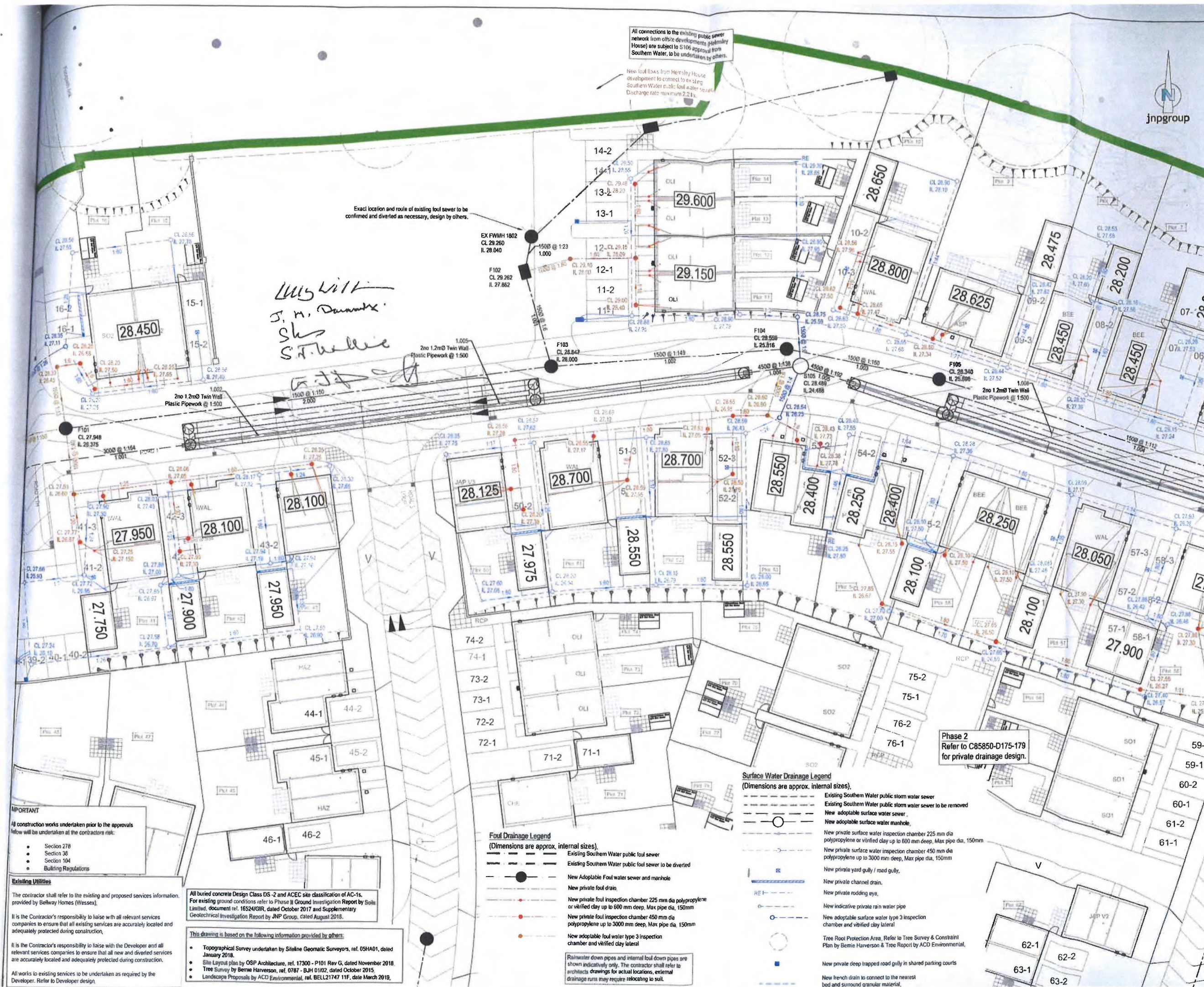
Scale 1:200	GA1	Date July 2018
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Drawn by CT	Checked by KM	Approved by KM
-------------	---------------	----------------



Drawing No. C85850-D165

Rev	
E	



the meaning of paragraph 2 of schedule 10 to the VAT Act;

VAT:

means Value Added Tax;

White's Solicitors:

means Charles Russell Speechlys LLP of 5 Fleet Place London EC4M 7RD (reference SLM/119197/7) ;

Working Day:

means Monday to Friday inclusive but not including any public holiday in England;

2 INTERPRETATION

The provisions of this Agreement shall unless the context otherwise requires be construed as follows:

- 2.1 Obligations and liabilities of a Party comprising more than one person are obligations and liabilities of such persons jointly and severally;
- 2.2 Words importing one gender include all other genders;
- 2.3 The singular includes the plural and vice versa;
- 2.4 In construing this Agreement the rule known as the "**eiusdem generis**" rule shall not apply nor shall any similar rule or approach to the construction of this Agreement and accordingly general words introduced or followed by the word "**other**" "**include**" "**includes**" or "**including**" or "**in particular**" shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words;
- 2.5 Reference to a statute includes any amendment modification extension consolidation or re-enactment of it and any statutory instrument regulation or order made under it which is for the time being in force;
- 2.6 Headings to Clauses of and in Schedules and Appendices (if any) to this Agreement do not affect the interpretation or construction of this Agreement;
- 2.7 Unless as expressly otherwise stated references to Clauses Schedules and Appendices shall be references to clauses schedules and appendices in this Agreement.
- 2.8 Darmady includes Darmady's successors in title and any other person who becomes entitled to the Helmsley Site.
- 2.9 White and Bellway includes (unless specifically excepted) White's successors in title and Bellway's successors in title and any other person who becomes entitled to the relevant part of the Barton Site.

3

OVERARCHING OBJECTIVE

3.1

White and Darmady agree that the Overarching Objective of this Agreement comprises:

- 3.1.1 to co-operate on their respective development sites applying commercially prudent objectives with regard to drainage, access and boundary fences;
- 3.1.2 to facilitate the development on their respective sites applying commercially prudent objectives.

4

DRAINAGE

4.1

For the benefit of the Helmsley Site and each and every part White and Bellway hereby agree to enter into a deed of easement with Darmady (or Darmady's successors in title) to grant rights (free of any costs) for Darmady (or its successors in title as the case may be) to:-

- 4.1.1 connect into surface water apparatus at the connection point as shown within Plan 3 (Drawing No. C85850-D164 Rev.E) subject to not exceeding a flow rate of 5 l/s.
- 4.1.2 connect into the foul water apparatus at the connection point as shown within Plan 4 (Drawing No. C85850-D165 Rev.E) at a maximum discharge rate of 2.2l/s and within Plan 3 (Drawing No. C85850-D164 Rev.E) at a maximum discharge rate of 0.8l/s. Drainage at both connection points is subject always to sufficient capacity being available to drain the Helmsley Site having been confirmed by Southern Water. lay and construct the said apparatus (at Darmady's own cost) with all such necessary rights of way and access onto the Barton Site (with or without workmen vehicles and plant machinery) to accommodate the same and make good promptly any damage caused to the Barton Site.
- 4.1.3 to freely use and enjoy the passage of such services through the apparatus and service media referred to above in 4.1.1 and 4.1.2 subject to all necessary consents and approvals being obtained from all necessary authorities.

rights of way and access onto the Barton Site to maintain repair and replace such apparatus and service media referred to above

4.2

To the extent that any proposed drainage apparatus requires works to be carried out to the roadway to be constructed on the Hatched Land Darmady shall co-operate with the developers of the Barton Site as to the timing of such works all parties applying commercially prudent and reasonable objectives.

4.3

The deed of easement referred to in this clause 4 shall be entered into between the Parties and completed no later than 10 Working Days after the completion date of the first dwelling on the Barton Site and White and Bellway hereby agree that on the completion date of the said deed they will hand over to Darmady the relevant certificates/consents required

to enable the deed to be registered against the titles to the Barton Site and the Helmsley Site.

- 4.4 Bellway covenants with Darmady that Bellway as landowner will enter into any S.104 Agreement necessary for the adoption of the surface water and foul drainage apparatus on and serving the Helmsley Site subject to Darmady (or its successors in title as the case may be) indemnifying Bellway in relation to any proper costs incurred by Bellway in so doing.

5 ACCESS

- 5.1 (Subject to clause 5.2) White hereby consents to Darmady having access to such part of the Hatched Land as is reasonably necessary to construct a Spur Road to the Helmsley Site in the approximate position shown on Plan 2 with the right to connect the Helmsley Site to the Hatched Land at an exact location to be approved by White acting reasonably in all the circumstances

- 5.2 The right at 5.1 is subject to Darmady paying:

- (a) the full cost of construction of the Spur Road and any costs incurred by White and/or Bellway in making good damage caused by Darmady as a direct consequence of the construction of the Spur Road to the roadway within the Hatched Land and any costs associated with adoption (if any) of the Spur Road ;
- (b) to White (being the original first party to this agreement only) 20% of the cost of construction to an adoptable standard of the roadway to be constructed on the Hatched Land from Bartons Road to the junction with the Spur Road such payment to be made in the time and manner set out below.

- 5.3 The payment to be made by Darmady to White and/or Bellway (as the case may be) under clause 5.2 above shall be made ten Working Days after the later of:

5.3.1 The date the roadway referred to in clause (b) is constructed and available to be used by Darmady and those authorised by it;

5.3.2 The date of a sale of the whole or part of the Helmsley Site (subject to 5.4 below).

- 5.4 In the event that only part of the Helmsley Site is sold, the payment due under clause 5.3 shall be the same proportion of the sum due under clause (b) that the proportion of the land sold bears to the Helmsley Site, provided that the remaining sum shall be due upon a further sale of the remaining part.

- 5.5 Subject to the existing rights granted by White to Bellway in respect of the hatched land by a Transfer dated 23rd February 2018 made between (1) White and (2) Bellway White hereby agrees to enter into a deed of easement granting a free right at all times and for all purposes to Darmady and its successors in title for the benefit of the Helmsley Site and each and every part over and along the roadway to be constructed on the Barton Site

within the Hatched Land and over and along the Spur Road until such time as the same are adopted.

5.6 The deed of easement referred to above in clause 5.5 shall be entered into by the date three months after the completion of the Spur Road to base course ready for use by pedestrians and vehicles and White hereby agrees that on the completion of the said deed it will hand over to Darmady the relevant consent/certificate required to enable the same to be registered against the titles to the Barton Site.

5.7 White covenants with Darmady to use reasonable endeavours to procure that the roadway is adopted and to enter, as landowner only, into such S.38 or S.278 agreement as is necessary to achieve adoption.

6 BOUNDARY FENCES

6.1 The parties hereby agree that they shall co-operate and use reasonable endeavours to agree the exact location of the boundary between the Helmsley Site and the Barton Site and once agreed shall physically mark the location on the ground by some mutually agreed method.

6.2 The cost of any fencing required on the boundary referred to in clause 6.1 above shall be borne by the party requiring the fencing.

6.3 Notwithstanding 6.2 above White hereby acknowledges that the cost of any fencing required to satisfy the Barton Site Planning Permission shall be the responsibility of White and not Darmady whether or not on the Helmsley Site.

6.4 Notwithstanding 6.2 above White hereby acknowledges that the cost of any landscaping required to satisfy the Barton Site Planning Permission shall be the responsibility of White and not Darmady whether or not on the Helmsley Site.

7 CO-OPERATION AND NO OBJECTION

7.1 White covenants with Darmady that it will neither object to nor support any objection to any planning application or construction works in respect of the proposed development of the Helmsley Site provided that White is not obliged to comply with this covenant where such application would impede, hinder or restrict the development of the Barton Site pursuant to the Barton Site Planning Permission applying commercially prudent objectives in all the circumstances.

7.2 Darmady covenants with White that it will neither object to nor support any objection to any planning application or construction works in respect of the proposed development of the Barton Site and in particular shall not:

7.2.1 object to any applications by White for any planning application or application for reserved matters approval or other consent in respect of the Barton Site; and

7.2.2 shall not make any representations on any planning policy documents in respect of the Barton Site without the consent of White.

- 7.3 The parties agree that (with the exception of the payments referred to in clauses 5.2 and 5.3 neither will seek any payment for the grant of any easements which may be required.

8 COSTS

On completion of this Agreement Darmady shall pay a contribution of £3,000 plus VAT towards the legal costs of White's Solicitors in connection with this Agreement (receipt of which White acknowledges).

9 INDEMNITY AND GUARANTEE

Each Party shall indemnify and keep the other ^{Parties and effectively} ~~Party~~ fully indemnified against all damage losses expenses liabilities costs claims proceedings and demands whatsoever arising as a consequence of any breach of this Agreement by the ^{indemnifying} other Party or their respective contractors sub-contractors servants or agents. *To the extent*

10 DEALINGS

- 10.1 Darmady covenants with White not to transfer its legal interest in the whole or any part of the Helmsley Site without delivering a Deed of Covenant to comply with the terms of this agreement from the transferee in favour of White.
- 10.2 White and Bellway covenant with Darmady not to transfer their interest in the Hatched Land (or prior to the grant of the deed of easement for drainage referred to in clause 4 hereof, the Barton Site) without delivering a deed of covenant from the transferee in favour of Darmady whereby the transferee will covenant directly with Darmady to be bound by the obligations on the part of White and Bellway contained or referred to in this Agreement.

11 TAX

11.1 Value Added Tax

- 11.1.1 Save as the context requires or as otherwise stated herein all references to payments or amounts made in this Agreement are references to such payments or amounts exclusive of any VAT chargeable in respect of the supply of goods or services for which the payments or amounts are or are deemed to be consideration.
- 11.1.2 Save as otherwise stated herein insofar as any payment falls to be made under this Agreement any VAT chargeable in respect of any supply for which that payment is or is deemed to be the consideration shall be added to the amount and against provision of a proper tax invoice therefor paid in addition thereto.
- 11.1.3 Without prejudice to the generality of the preceding clause 11.1.2 where any taxable supply of goods or services is made or deemed to be made pursuant to this Agreement the recipient of such supply shall against provision of a proper tax invoice therefor pay to the supplier the amount of any VAT chargeable in respect thereof.

- 11.1.4 Where under the terms of this Agreement any cost or expense is to be reimbursed refunded paid or borne by any person other than the person who originally incurred it that cost or expense shall be paid inclusive of any VAT comprised therein.

11.2 No Partnership

Nothing contained in this Agreement or in any document entered into or in any assignment made or in the course of dealings conducted under or in any way relating to this Agreement shall be construed as creating any partnership or agency arrangement between Darmady and White or with any third party.

12 DISPUTE RESOLUTION

Any dispute which may arise under this Agreement may if not resolved between Parties within 20 Working Days be referred by either party to a person having appropriate professional qualifications and experience in such matters appointed jointly by the parties or if agreement on the identity of such person cannot be agreed between the parties within 10 Working Days by the president for the time being of the professional institute relevant to the dispute (or on his behalf) on the application of either party. The Expert shall act as an Expert and not as an arbitrator. In the absence of manifest error the decision of the Expert shall be final and binding upon the parties and the following provisions shall apply to the Expert:

- 12.1 the charges and the expenses of the Expert shall be borne equally between the parties or in other proportions as the Expert may direct;
- 12.2 the Expert shall give the parties an opportunity to make representations to him before making his decision;
- 12.3 the Expert shall be entitled to obtain opinions from others if he so wishes;
- 12.4 the Expert shall make his decisions on matters of costs within the range of any representations made by the parties;
- 12.5 the Expert shall give reasons for his decision;
- 12.6 the Expert shall comply with any time limit or other directions agreed by both parties on or before his appointment and failing such agreement the Expert shall have a period of 20 Working Days from the date of his appointment to determine the dispute and to publish his decision;
- 12.7 if the Expert dies or refuses or is unable to act or unreasonably delays in acting the procedure for his appointment will be repeated as often as necessary.

13 NOTICES

- 13.1 Any notice given under this Agreement must be in writing and signed by or on behalf of the party giving it.

Any notice or document to be given or delivered under this Agreement must be given by delivering it personally or sending it by pre-paid first class post or recorded or special delivery to the address and for the attention of the relevant party as follows:

to White at:

Chidden Farmhouse, Chidden, Hambledon, Hampshire PO7 4TD marked for the attention of Philip White

and at the White's Solicitor, quoting the reference SLM/119197/00007;

13.1.1 to Darmady at:

Darmady's Solicitor, quoting the reference ejb/329094

13.2 Any such notice or document will be deemed to have been received:

13.2.1 if delivered personally, at the time of delivery provided that if delivery occurs before 9.00 am on a working day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a working day, or on a day which is not a working day, the notice will be deemed to have been received at 9.00 am on the next working day;

13.2.2 in the case of pre-paid first class or recorded or special delivery post, at 9.00 am on the second working day after posting.

13.3 In proving delivery, it will be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted as a prepaid first class or recorded or special delivery letter, as the case may be.

13.4 A notice or document delivered under this Agreement shall not be validly given or delivered if sent by e-mail or fax.

14 **WHOLE AGREEMENT**

14.1 This Agreement embodies the entire understanding of the Parties and there are no other arrangements between the Parties relating to the subject matter of this Agreement.

14.2 No amendment or modification of this Agreement shall be valid or binding on any Party unless the same:

14.2.1 is made in writing;

14.2.2 refers expressly to this Agreement;

14.2.3 is signed by the Party concerned or its duly authorised representative.

15 **LAW & JURISDICTION**

This Agreement shall be governed by and construed in accordance with English Law and it is irrevocably agreed that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

16 **TRUSTEES' LIABILITY**

- 16.1 Philip Dymoke White, Fiona Elizabeth White and Alexander Stuart Dymoke White enter into this Agreement in their capacity as trustees of P.D. White only and not in their personal capacity (and shall not incur any personal liability of any sort under or by virtue of this Agreement nor in relation to any related documents, matters or claims whatsoever) and their liability as trustees shall be limited to the value of the trust assets (after deduction of any relevant taxes, costs, liabilities and other reasonable and proper expenses) which are in their possession or under their control from time to time by virtue of their respective appointments as trustees of P.D. White.
- 16.2 Judith Mary Darmady and Sarah Jane Williams as part of Darmady 1, enter into this Agreement in their capacity as trustees of Helmsley House Settlement and Land adjoining Helmsley House Settlement and not in their personal capacity (and shall not incur any personal liability of any sort under or by virtue of this Agreement nor in relation to any related documents matters or claims whatsoever) and their liability as trustees shall be limited to the value of the assets of the trusts (after deduction of any relevant taxes costs liabilities and other reasonable and proper expenses) which are in their possession or under their control from to time to time by virtue of their respective appointments as trustees of Helmsley House Settlement and Land adjoining Helmsley House Settlement.

17 **EXECUTION**

- 17.1 White Bellway Darmady 1 and Darmady 2 have executed this Agreement as a deed on the day and year first before written.
- 17.2 This Agreement has been engrossed and executed in four parts of which one copy has been executed by White, one by Bellway, one by Darmady 1 and the other copy has been executed by Darmady 2.

EXECUTED as a **DEED** by **PHILIP DYMOKE**)
WHITE in the presence of:) **PHILIP DYMOKE WHITE**

Witness signature

Witness name
(block capitals)

Witness address

Witness occupation

EXECUTED as a **DEED** by **FIONA**)
ELIZABETH WHITE in the presence of:) **FIONA ELIZABETH WHITE**

Witness signature

Witness name
(block capitals)

Witness address

Witness occupation

EXECUTED as a **DEED** by **ALEXANDER**)
STUART DYMOKE WHITE in the presence) **ALEXANDER STUART DYMOKE WHITE**
of:

Witness signature

Witness name
(block capitals)

Witness address

Witness occupation

SIGNED AS A DEED by the said BELLWAY
HOMES LIMITED acting by a director in the
presence of

Director

X

X

WITNESS

Signature.....

Name (print).....

Address.....

Occupation.....

EXECUTED as a DEED by JUDITH MARY) *J. M. Darmady*
DARMADY in the presence of:) JUDITH MARY DARMADY

Witness signature *C. Temple*

Witness name CHRISTINE ANNE TEMPLE
(block capitals)

Witness address 74 GOLDFINCH RD, CREEKMOOR, POOLE, DORSET BH17 7TD

Witness occupation CARER

EXECUTED as a DEED by SARAH JANE)
WILLIAMS in the presence of:)

S.J. Williams

SARAH JANE WILLIAMS

Witness signature

Witness name
(block capitals)

M.S. CSARKY

Witness address

FLINT STONES, ALDSWORTH, DO10 8QT

Witness occupation

FILM PRODUCER + DIRECTOR

EXECUTED as a DEED by EDWARD JOHN)
DARMADY in the presence of:)

E. J. Darmady

EDWARD JOHN DARMADY

Witness signature

T M

Witness name
(block capitals)

TERESA BROWN

Witness address

1, MAIN ST. BAUNTORE ROSSSHIRE
IV20 1EH

Witness occupation

RETIRED.

EXECUTED as a DEED by JUDITH MARY)
DARMADY in the presence of:)

J. M. Darmady

JUDITH MARY DARMADY

Witness signature

C. Temple

Witness name
(block capitals)

CHRISTINE ANNE TEMPLE

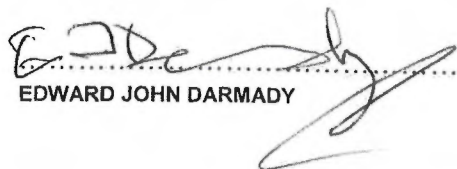
Witness address

74 GOLDFINCH RD, CREEKMOOR, POOLE, DORSET, BH17 7TD

Witness occupation

CARER.

EXECUTED as a DEED by EDWARD JOHN)
DARMADY in the presence of:)


EDWARD JOHN DARMADY

Witness signature



Witness name
(block capitals)

TERESA BROWN

Witness address

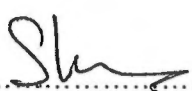
1, MAIN ST BALINTORE ROSSSHIRE

Witness occupation

IV201EU

RETIRED.

EXECUTED as a DEED by SIMON GERALD)
PIGOT WILLIAMS in the presence of:)


SIMON GERALD PIGOT WILLIAMS

Witness signature



Witness name
(block capitals)

CHRISTINE BUSH

Witness address

Flat 8 snailhouse, Highcroft Rd.
Juchester SO225GS.

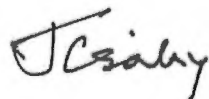
Witness occupation

DOCTOR.

EXECUTED as a DEED by LUCY)
GEORGIANA PIGOT WILLIAMS in the)
presence of:


LUCY GEORGIANA PIGOT WILLIAMS

Witness signature



Witness name
(block capitals)

JEAN CSAKY

Witness address

FLINT STONES, ALDSNORTH. WEST SUSSEX PO10 8QT

Witness occupation

WRITER