

From: [REDACTED]
To: [Kay Sully](#); [Wylfa Newydd](#); [Wylfa Enquiries](#); [REDACTED]
Subject: jobe developments
Date: 04 December 2018 20:11:10
Attachments: [jobe_Developments james sayle.docx](#)

Dear Kay , Karl , wylfa newydd team,

please find attached our information for your consideration for the deadline today.

***we would also like to request a site meting
as we are on the doorstep of the new site entrance***

please see our word document attached

please can you confirm receipt of this information

thank you

Regards
James Sayle

James Sayle



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James Sayle Jobe Developments.



Jobe Developments Written Representation

Dear Sir/ Madame at the National Infrastructure Planning department

we have a number of issues with regards to the new Horizon site entrance and the proximity to our site of 7 barn conversion

We have been trying to sort this out with Horizon for a few months now and they keep passing us to different contacts within Horizon and each person states that dealing with this is out side of there remit Leaving us in a state of uncertainty with our access to our homes. And a severe financial uncertainty as this site entrance has to now be disclosed to potential buyers of our 7 Barn conversions

Please see the bullet points below, which address our concerns and issues

Also

We would like to request a site visit please

1. Section 8 roundabout is cutting across our access road which will compromise our entire site.

This access road is currently in a section 278 with the council and has been specifically designed for our access to our 7 barn conversions

Horizon will be undoing the section 278 work and our access will be compromised.

James Sayle Jobe Developments.



Please see Drawing number

WN0902-HZDCO-OHW-DRG-00063

Note: this drawing is dated May 2018

1. ***No consultation documents have been sent to us from Horizon, or any compensation has been offered***
2. ***We have offered Horizon to purchase our site ,***
3. ***Our surface water for our entire site is beneath there new road layout - this has not been considered by Horizon as they had no idea this was approved by Anglesey county council in 2011 this would also compromise our entire site.***
4. ***The new costal path has been drawn on our land at the rear of our site and not on land controlled by horizon, please cross reference drawing no:
WN0902-HZDCO-OHW-DRG-00063 with our land registry number: WA873267
And it must be noted that the layby is subject to a section 278 with Anglesey count council, this is a legal document and Horizon intend to ignore it***
5. ***The location of the roundabout threatens the sales of our 7 barn conversions which we have had feedback on from recent viewings - our site will be valued at 1.6 million when completed so if we cant sell them we could be in big financial trouble***
6. ***Horizons entrance roundabout drawings are dated after May this year and no evidence of this***

James Sayle Jobe Developments.



roundabout location have been in the public domain prior to this.

- 7. We keep getting passed from one person to another and no one will deal with our claim*
- 8. Horizon will not confirm a land agent to act on our behalf - as is the procedure in all other cases*

i hope this is enough information for now and if you can advise me of the necessary steps to proceed with this case.

We propose for Horizon to buy our Land then they can control our site and then disregard the section 278 agreement

Or we would need to be compensated for the effect this main entrance will have on our site

I am no land agent so please accept this as our written representation

The supporting documents can be found in the same zip file, if these cannot be found please email me on:



Regards

James Sayle

Jobe Developments

James Sayle Jobe Developments.



THIS AGREEMENT is made the day of two thousand and seventeen
BETWEEN CYNGOR SIR YNYS MÔN/ISLE OF ANGLESEY COUNTY COUNCIL of
County Offices Llangefni Anglesey LL77 7TW ("the County Council") of the first part,
JOBE DEVELOPMENTS LTD (Company number 10779630) ("the Developer") whose
registered office address is Bank House, Market Street, Whaley Bridge, High Peak,
SK23 7AA of the second part and **MANCHESTER BUILDING SOCIETY** ("the Surety") of
125 Portland Street, Manchester, M1 4QD of the third part.

W H E R E A S :

- (1) On 23rd May, 2005 the County Council as a local planning authority granted planning permission under reference number 38C80C (hereinafter called the "Planning Permission") for the conversion of buildings at Groes Fechan, Tregele, Ynys Môn including improvements to the County Road (as hereinafter defined).
- (2) The County Council as Highway Authority under the Highways Act 1980 for the County Road is satisfied that the works of alteration which are the subject of this Agreement will be of benefit to the public.
- (3) The Developer acknowledges that its development pursuant to the Planning Permission necessitates the carrying out of the Works (as hereinafter defined) and agrees with the County Council to carry them out in accordance with the covenants and conditions which follow.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. **THIS** Agreement is entered into pursuant to Section 278 of the Highways Act 1980 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other powers enabling the County Council in that behalf.
2. **THIS** Agreement supersedes the Agreement dated 22nd day of July 2011 titled "Section 278 Agreement land at Groesfechan, Tregele" made between Cyngor Sir Ynys Môn/Isle of Anglesey County Council of County Offices Llangefni Anglesey LL77 7TW ("the County Council") of the first part, and Manchester Building Society ("the Surety") of 125 Portland Street, Manchester, M1 4QD of the second part and the County Council and the Surety have agreed that the said Agreement of 22nd July 2011 is to be disregarded from the date hereof.
3. **THE** following terms of this Agreement shall have the following meaning:-
 - (a) "proper officer" means the officer of the County Council for the time being appointed for the purposes of this Agreement or such other person as may be appointed by the proper officer or any duly authorised officer nominated by the County Council to act as such.
 - (b) "Works" means the works within the limits of the County Road as highway maintainable at public expense described in the First Schedule to this Agreement together with any ancillary or incidental works as reasonably required by the proper officer
 - (c) "Contract" means the contract let by the Developer for the construction of the

Works

- (d) "Specification" means the current edition of the Department of Transport's publication entitled "Specification for Highway Works" published by Her Majesty's Stationery Office as modified by any current additional and supplementary clauses of the County Council
- (e) "Drawings" means all those drawings listed in the First Schedule hereto copies of which are annexed to this Agreement in paper size A4 for the purposes of identification only and original sized copies of the said drawings shall be used by the Parties for all purposes connected with this Agreement and the Works, together with any amendments thereto and all other drawings that may be required and approved by the proper officer under the terms of this Agreement
- (f) "County Road" means the A5025 and layby adjacent to the site.
- (g) "Development" means the development referred to at recital (1) of this Agreement
- (h) "Certificate of Substantial Completion" means the certificate issued by the proper officer pursuant to paragraph 11 of the Second Schedule to this Agreement
- (i) "Final Certificate" means the certificate issued by the proper officer pursuant to paragraph 14 of the Second Schedule to this Agreement
- (j) "Maintenance Period" means the period referred to in Paragraph 12 of the Second Schedule to this Agreement
- (k) "Deposited Sum" means the sum of Forty five thousand two hundred and fifty pounds (£45,250) deposited by the Surety with the County Council pursuant to Clause 5 of this Agreement.
- (l) "Land Compensation Acts" means any statute which confers a right of compensation for the compulsory acquisition of land and/or the diminution in value of land as a result of the carrying out the completion or the use of the Works
- (m) "CDM Regulations" means The Construction (Design and Management) Regulations 2015 as amended

4. THE Developer hereby covenants with the County Council that upon implementation of the planning permission referred to in recital (1) by the carrying out of a material operation within the meaning of Section 56 of the Town and Country Planning Act 1990 (other than service diversions site and soil investigations or the erection of fencing):-

- (a) It will execute the Works in accordance with the provisions of the Second Schedule to this Agreement and without expense to the County Council (subject to such variations as may be agreed in writing with the proper officer)

- (b) The Works shall only commence on such date as shall be agreed in writing with the proper officer (such agreement not to be unreasonably withheld or delayed)
- (c) Having commenced the Works it will diligently and expeditiously proceed with and substantially complete the Works in accordance with paragraph 1(a) of the Second Schedule to this Agreement within a time period to be agreed in writing with the proper officer, to the reasonable satisfaction of the proper officer and before the Development approved by the above Planning Permission is brought into use
- (d) It will pay to the County Council all reasonable costs and expenses (including all VAT payable thereon) incurred on its behalf thereon in relation to the following :-
 - (i) The sum of £811.65 on execution of this Agreement in respect of the County Council Solicitor's costs in completing this Agreement
 - (ii) The reasonable and proper cost of inspection of the Works by the proper officer in accordance with the provisions of this Agreement, which shall be charged at cost in accordance with the County Council's Hourly Rates from the date of the commencement of the Works until the date of the issue of the Final Certificate
 - (iii) The reasonable and proper costs and expenses (including all VAT payable thereon) in connection with the making of any necessary Traffic Regulation Orders and the checking of all additional or amended plans, drawings and other details submitted by the Developer and the testing of materials
 - (iv) All fees and costs of the County Council (including all VAT payable thereon) shall be paid directly to the County Council in accordance with such invoice or demands in respect thereof within 28 days of being submitted by the County Council to the Developer
 - (v) Receipt by the County Council of the payment of such sums as are referred to above shall not create any contractual relationship between the County Council and the Developer nor absolve the Developer from any liability or obligation imposed upon them by the terms of this Agreement or by statute or at common law and the County Council will not be liable for any loss damage or injury which the Developer may sustain by reason of insufficient or faulty inspection of the works by the County Council
- (e) That it will hold the County Council harmless and indemnified from and against any liability loss or claim (including claims for compensation under the Land Compensation Acts) arising out of or incidental to the carrying out of the Works and to the subsequent use of the County Road as altered or improved by the carrying out of the Works or the Development (other than those arising out of the condition of the original County Road as established by the condition survey carried out pursuant to paragraph 2(b) of the Second Schedule to this Agreement) PROVIDED THAT no claim shall be settled or liability accepted by the County Council without first obtaining the approval of the Developer (such approval not to be unreasonably withheld or delayed).

(f) that any sewers, drains or culverts or other services to be installed in or under the County Road in connection with the Development may be constructed during the execution of the Works subject to the following terms:-

(i) (a) details shall first have been approved by the proper officer in the same manner as is required for the Works

(b) all costs incurred by or on behalf of the County Council in relation to the checking of plans, drawings and other details and in checking and inspecting the installation and construction work shall be included in the costs payable by the Developer under clause 4(d)(iii) above

(ii) to the extent that such sewers, drains or other services are not taken over by any undertaker having statutory powers to maintain the same in the highway the Developer shall obtain separately from the County Council licences under Section 50 and Schedule 3 to the New Roads and Street Works Act 1991 (if appropriate)

5. The Surety has, as security for the due performance by the Developer of the obligations under this Agreement, deposited with the County Council the Deposited Sum. Should any sums become payable by the Developer to the County Council under the provisions of this Agreement the said sum together with interest accrued thereon shall be retained by the County Council PROVIDED THAT if the Developer shall fulfil in every respect the obligations under this Agreement the County Council shall on the issue of the Final Certificate repay to the Surety the Deposited Sum together with interest accrued on it at the average rate earned by the County Council on its own Deposits. In the event that any part of the Deposited Sum and accrued interest thereon has been applied pursuant to this Agreement the remainder shall be repaid to the Surety on the issue of the Final Certificate PROVIDED FURTHER THAT from the date when the Certificate of Substantial Completion is issued in accordance with Paragraph 11 of the Second Schedule of this Agreement 90% of the amount of the Deposited Sum shall be repaid to the Surety and that from the date of the Final Certificate issued by the proper officer pursuant to Paragraph 14 of the Second Schedule of this Agreement the remaining amount of the Deposited Sum shall be repaid to the Surety.

6. **IF** the Developer at any time fails to perform or observe any of the conditions stipulations or obligations on its part contained in this Agreement or if a receiving order in bankruptcy is made in respect of the Developer's estate or if the Developer is being wound up or if the Developer enters into a composition or schedule of arrangement (otherwise than for the purpose of reconstruction or amalgamation) the proper officer may without prejudice to any statutory rights or powers or any other right claim or remedy under this Agreement send to the Developer and Surety notice in writing (hereinafter referred to as the "Default Notice"):

(i) specifying the work (hereinafter referred to as the "Default Work") to be carried out and including a timetable of the works to be carried out by the County Council in order that the Works may be completed in accordance

with this Agreement; and

- (ii) containing an agreed estimate by the proper officer of the reasonable cost of carrying out the Default Work and of the reasonable cost of maintaining the Works for a period of twelve months prior to the issue of the Final Certificate and also a statement of the amount of the County Council's reasonable administration charges connected with or arising from the Default Work (together hereinafter referred to as the "Default Cost")

In such a case the County Council may deduct an amount equal to the Default Cost from the Deposited Sum or in the alternative seek to recover the sum from the Developer as a due debt.

7. THE County Council hereby covenants with the Developer:-

- (a) that they will from time to time at the request and reasonable cost of the Developer and then as expeditiously as possible use such powers as are available to them and will procure the use of such powers as are available to them for the purpose of restricting traffic on the County Road and/or other highways or for making any other necessary order or orders when the exercise of such powers is necessary for the proper execution of the Works.
- (b) that where any certificate, consent, permission, agreement or approval is required by the Developer and is to be given by County Council or the proper officer in respect of the whole or any part or parts of the Works such certification, consent, permission or approval will not be unreasonably withheld or delayed
- (c) that upon the issue of the Certificate of Substantial Completion the whole of the Works within the boundaries of the County Road shall thenceforth form part of the highway and at all times be maintainable at the public expense subject to the provisions relating to the making good of defects in paragraph 12 of the Second Schedule to this Agreement.
- (d) that they will subject to the date to be agreed under clause 4(b) and for the duration of the Works and during the maintenance periods permit the Developer to enter into and upon and remain upon with or without workmen, plant and machinery such part of the County Road as shall be reasonably necessary for the Developer to carry out its obligations hereunder and it is hereby expressly declared that the said permission is extended to breaking open the surface and carrying out works in on over or under the County Road for the purpose of carrying out the obligations of the Developer under this Agreement.

8. IT is hereby agreed and declared that the performance of the obligations on the part of the Developer contained in this Agreement may be delegated to a Contractor to be approved by the proper officer (such approval not to be unreasonably withheld or delayed) provided that:-

- (a) the Developer shall remain liable to the County Council for the due performance and observance of this Agreement

- (b) the Developer shall ensure that during the whole of the period of the execution of the Works there is a person nominated by it as being in overall control thereof and whose identity is made known to the proper officer
 - (c) the Contract by which the obligations contained in this Agreement are delegated shall contain terms and conditions no less stringent than the terms and conditions contained in this Agreement and shall incorporate the Specification and the description of the Works appearing in the First Schedule to this Agreement and the Drawings
 - (d) where the principal contractor appointed by the Developer to undertake the Development is not approved by the proper officer to undertake highway works then the principal contractor shall sub-let or the Developer shall let the whole of the Works to a single highway contractor approved by the proper officer (such approval not to be unreasonably withheld or delayed)
9. **AT** any time prior to the commencement of the Works the Developer may terminate this Agreement by giving written notice to the County Council that it does not wish the Works to be carried out.
10. **ON** any termination under clause 9 the County Council shall give the Developer an account of all reasonable and proper costs incurred by them in respect of matters specified in clause 4(d) of this Agreement and within 28 days from the date of that account:-
- (i) if the account shows that payments made by the Developer under the foregoing provisions of this Agreement have exceeded those costs actually incurred the County Council shall refund that excess
 - (ii) if the account shows that those costs actually incurred exceed the payments made by the Developer under the foregoing provisions of this Agreement the Developer shall pay to the County Council a sum equal to that excess.
11. **IT** is hereby agreed and declared that this Agreement shall be without prejudice to the proper exercise by the County Council of all statutory powers and duties vested in it whether as highway authority or otherwise, and in particular shall be without prejudice to the exercise of the County Council's decision as to the making or otherwise of orders under the Highways Act 1980 or the Road Traffic Regulation Act 1984.
12. **The** rights and liabilities of the Developer under this Agreement shall be joint and several and may not be assigned by the Developer without the written consent of both the County Council and the Surety which consent shall not be unreasonably withheld.
13. **In** the event of any dispute arising out of this Agreement the same shall be referred to a sole arbitrator to be agreed between the parties or failing such agreement to be appointed by the President for the time being of the Institution of Civil Engineers and in this respect this Agreement shall be construed as a submission to arbitration within the meaning of the Arbitration Acts 1950 to 1996 or any statutory re-enactment or modification thereof.

14. **A** person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms but for the avoidance of doubt it is agreed that the exclusion of the application of the Act shall not prevent all or any future successors in title to any of the parties to this Agreement from being able to benefit from or enforce any obligations in this Agreement.
15. **This** Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation.
16. **IT IS** hereby agreed that the Drawings may be added to altered or otherwise substituted only upon the written agreement of the parties hereto with any such addition alteration or substitution taking effect from the date of such written agreement.
17. **ANY** notice account or demand required by this Agreement to be given or made shall be in writing and given as required hereunder:-
- (a) if it is to be given to the Developer it shall be sufficiently served if left at or sent by ordinary or recorded delivery post addressed to the Developer at Bank House, Market Street, Whaley Bridge, High Peak, SK23 7AA and the Surety at 125 Portland Street, Manchester, M1 4QD, and giving the particulars of this agreement
 - (b) if it is to be given to the County Council it shall be sufficiently served if left at or sent by ordinary or recorded delivery post addressed to the Head of Service (Environment & Technical), Isle of Anglesey County Council, Swyddfa'r Sir, Llangefni, Isle of Anglesey, LL77 7TW quoting reference number 027.89.38.80/EDJ and giving the particulars of this agreement

FIRST SCHEDULE

The Works

The Works comprise the provision of highway improvements to the County Road as detailed on the plans bearing the following reference numbers and as may be amended or further agreed with the County Council

Item	Description	Drawing No	Revision
1.	Proposed new drive entrance alignment	AL(09)01	B

a copy of which are annexed hereto.

SECOND SCHEDULE

Terms and Conditions for the Execution of the Works

General

1. (a) The Works shall be executed in accordance with the Specification and the Drawings and the First Schedule subject to such variations as may be agreed in writing with the proper officer within 8 weeks of the date agreed under Clause 4(b) of this Agreement or such other period as may be agreed in writing with the proper officer (such agreement to be in the absolute discretion of the Council).
- (b) The design and supervision of the Works shall be undertaken by a consulting engineer who is experienced in highway design who shall be approved by the proper officer (such approval not to be unreasonably withheld or delayed).
- (c) Before inviting tenders for the execution of the Works the Developer shall obtain the approval of the proper officer in respect of the list of tenderers. Such approval shall not be unreasonably withheld or delayed.
- (d) Before commencing the Works the Developer shall submit to the proper officer for approval (such approval not to be unreasonably withheld or delayed) such further detailed plans and drawings as he may require together with a programme for the Works including traffic management proposals.
- (e) The Developer shall satisfy the County Council that they or their intended contractor are in possession of £5,000,000 Public Liability Insurance for any one claim (number of accidents unlimited) prior to the commencement of the Works
- (f) The Developer shall so far as compliance with the requirements of this Agreement permits use reasonable endeavours to ensure that all operations necessary for or incidental to the execution of the Works do not interfere unnecessarily or improperly with the public convenience or the access to or use or occupation of public or private roads and footpaths or of any properties
- (g) The Developer shall give the proper officer as much notice as reasonably possible of the Developer's intention to commence the Works having regard to the requirements of Sections 54, 55, 70 & 74 of the New Roads and Street Works Act 1991 as amended.
- (h) Before commencing any part of the Works, the Developer shall check that all co-ordinates levels and dimensions shown in the drawings are correct and check and satisfy themselves that the various parts fit satisfactorily together and in relation to existing physical features and checking shall be commenced sufficiently in advance of construction to allow for corrections and approvals and the Developer shall be fully responsible for correctness and the County Council does not accept any liability whatsoever for any errors therein.

Access

2. (a) The County Council hereby authorises and licences the Developer and its servants agents and contractors to enter upon so much of the County Road as shall either be public highway or under the control of the County Council as shall be necessary to perform the Developer's obligations pursuant to this Agreement. This grant of access shall not absolve the Developer from any liability or obligation under the New Roads and Street Works Act 1991 (as amended) to serve the County Council as Highway Authority with the requisite Notices under Sections 54, 55, 70 & S74 of the said Act or any other relevant legislation.
- (b) The proper officer and the Developer shall prior to commencement of the Works carry out a condition survey of the existing County Road which is to be improved and or altered in order to establish the present condition thereof and hence the extent of the Developer's potential liability under this Agreement.
- (c) The Developer shall during the progress of the Works give the proper officer and any person or persons duly authorised by him free access to every part of the Works and the site thereof and permit him or them to inspect the same as they proceed and all materials used or intended to be used therein and shall give effect to any reasonable and proper requirements made or reasonable direction given by the proper officer to conform to the Drawings and the Specification.

Testing of Materials

3. (a) The testing of materials shall be carried out to the requirements of and in accordance with the Specification at the expense of the Developer. The proper officer shall receive copies of all test certificates and results he requires having notified in writing the Developer of his requirements. Notwithstanding the foregoing the proper officer shall have full power to test all or any materials plant and workmanship used or proposed to be used in the Works if necessary and in his reasonable discretion to reject any materials plant and workmanship which he may reasonably and properly find to be unsatisfactory or improper on the basis of test certificates, results or testing. The Developer shall reimburse the proper officer all reasonable and proper costs and expenses incurred in so doing as provided for by Clause 4(d) above.
- (b) The Developer shall as soon as practicable replace or repair any materials plant or works which have been found unsatisfactory with such as shall reasonably satisfy the proper officer.
- (c) The proper officer shall for the purposes of this paragraph be allowed reasonable access and admission to the Works or the places where materials or plant for the Works may be stored or in the course of preparation manufacture or use.

Opening of the Works

4. (a) The proper officer may in his reasonable discretion issue instructions to the Developer to open up or expose any of the Works which have been covered up without previously being inspected by the proper officer.
- (b) Should the Developer unreasonably fail to comply with any such instructions the proper officer may if it is reasonable to do so take up or expose the Works. The Developer shall reimburse the proper officer all reasonable and proper costs and expenses incurred in so doing as provided for by Clause 4(d) above.

Notice to Undertakers and Diversion of Undertakers' Apparatus

5. (a) The Developer shall before the Works are commenced give notice to such person or persons board or authority being the Undertakers for the time being of any service or services laid in upon over or under the County Road affected by the Works as if the Works were to be executed for road purposes. The Developer shall comply with all requirements imposed on the County Council under the New Roads and Street Works Act 1991 Act in relation to the Works.
- (b) Should any of the said Undertakers require all or any part of their underground or overhead plant or apparatus to be removed or diverted as a consequence of the Works the costs of any such removal or diversion (as certified by the Undertaker affected) shall be borne by the Developer.

Prevention of mud being carried on the Public Highways

6. Provision shall be made in accordance with the proper officer's reasonable requirements at the site of the Works to prevent mud and other materials from being carried on to the adjacent County Road by vehicles and plant. The County Road in the vicinity of the site of the Works shall be swept as required to ensure its proper and continued use as a public highway. Particular attention shall be given to this requirement at the end of each working day.

Traffic Control

7. During the periods when the Works are being executed the Developer shall institute at its own expense measures and signing approved or reasonably required by the proper officer (such approval not to be unreasonably delayed or withheld) to maintain traffic flow on the highway in the vicinity of the Works and to direct and control traffic and pedestrians.
8. During the periods when the Works are being executed the Developer shall comply with the provisions of Chapter 8 of the Traffic Signs Manual 2009 and "Safety at Street Works and Road Works – A Code of Practice" (both published by the Department for Transport) and any amendment or local instruction thereto, for lighting signing and guarding of the Works and particular regard shall be had to the needs of persons with disability.

Danger or Nuisance

9. If at any time it appears to the proper officer that the Works are being carried out in any manner which constitutes or is likely to constitute a danger or nuisance to any person or class of persons or to affect the stability or integrity of any structure or apparatus including the highway or otherwise indicates any deviation from the Specification or the Drawings (not previously agreed with the proper officer) he may give notice to the Developer, requiring the immediate cessation of the execution of all or any part of the Works pending agreement between the parties hereto as to the appropriate method of proceeding. If such agreement is not reached within 48 hours of giving of such notice then the proper officer shall make such arrangements as are necessary for the expeditious completion of the Works or at his discretion for the County Road to be restored to a safe and acceptable condition and recover the reasonable and proper costs as certified by the proper officer from the Developer whether or not that recovery is by deduction from the Deposited Sum or as a due debt.

Remedial Works

10. If the Works or any part or parts thereof are not carried out or are not completed to the reasonable satisfaction of the proper officer in accordance with the terms hereof the proper officer may after giving 21 days notice of its intentions to the Developer execute or complete the Works or at his discretion restore the County Road to a safe and acceptable condition by its own employees or by contractors or in such manner as it thinks fit and recover its reasonable and proper costs as certified by the proper officer from the Deposited Sum.

Certificate of Substantial Completion

11. When the Works have been substantially completed to the reasonable satisfaction of the proper officer he shall within 14 days thereof issue a certificate to that effect to the Developer. This certificate does not form any part of the contract let by the Developer.

Maintenance Periods

12. Road Works:

The Developer shall for a period of 12 months after the date of issue of the Certificate of Substantial Completion as referred to in paragraph 11 of this Schedule at its own expense make good to the reasonable satisfaction of the proper officer any defects in the Works appearing within such period which are in the reasonable and proper opinion of the proper officer due to the use of defective materials or workmanship failing which the County Council may undertake such maintenance or works at the cost of the Developer.

13. Landscaping:

The Developer shall for a period of twelve months after the issue of the Certificate of Substantial completion undertake at its expense weed control at quarterly intervals

sufficient to maintain a weed free area around the base of each plant not less than 750mm in diameter and shall replace all plants which have failed during the maintenance period all to the reasonable satisfaction of the proper officer or such other person appointed by the proper officer.

Final Certificate:

14. AFTER the expiration of the period of 12 months referred to in paragraph 12

AND THEN PROVIDED THAT

- (a) the Developer has paid to the County Council all amounts due to the County Council under this Agreement; and
- (b) any defects have been made good and all necessary reinstatement or other works have been completed to the reasonable satisfaction of the proper officer; and
- (c) the Developer has delivered to the proper officer drawings showing the Works as constructed (including all services, apparatus plant and equipment situated in on over and above the Works whether 'adopted' or private); and
- (d) the Final Certificate shall in the case of road gullies and their connections extend only as far as their points of entry to the surface water sewers where these sewers are not being adopted by the County Council as part of the highway
- (e) the Developer has delivered to the proper officer a copy of the Health and Safety File prepared and maintained as required by the CDM Regulations.

the proper officer shall issue his Final Certificate to the Developer on behalf of the County Council and upon the issue of the Final Certificate all liabilities of the Developer and Surety under this Agreement shall cease.

Site Clearance

15. On completion of the Works the Developer shall clear away and remove all constructional plant and temporary works of every kind and leave the site of the Works in a workmanlike condition to the satisfaction of the proper officer.

CDM Regulations:

- 16** The Developer shall assume the obligations as the client for the purposes of the Construction (Design and Management) Regulations 2015 ("the CDM Regulations") and shall ensure that the execution of the Works complies with the CDM Regulations and in the course of carrying out those obligations the Developer shall:

- (a) appoint a competent CDM co-ordinator and principal contractor in accordance with Regulation 14;
- (b) ensure a declaration to the Health and Safety Executive is made by the

CDM co-ordinator in accordance with Regulation 21.

- (c) procure and deliver to the proper officer from time to time as soon as reasonably practicable following any requirement thereof by the proper officer a copy of the Health and Safety File prepared and maintained as required by the CDM Regulations.

IN WITNESS whereof the County Council and the Developer have hereunto caused their respective Common Seals to be affixed to this Deed the day and year first before written.

Executed as a Deed by affixing
the common seal of **CYNGOR
SIR YNYS MÔN/ISLE OF ANGLESEY
COUNTY COUNCIL** in the
presence of:-

Solicitor

Executed as a Deed by affixing
the common seal of **JOBE DEVELOPMENTS
LTD** in the presence of:-

Executed as a Deed by affixing
the common seal of **MANCHESTER
BUILDING SOCIETY** in the presence
of:-

DATED 2017

BETWEEN:

CYNGOR SIR YNYS MÔN / ISLE OF ANGLESEY COUNTY COUNCIL (1)

AND

JOBE DEVELOPMEENTS LTD (2)

AND

MANCHESTER BUILDING SOCIETY (3)

S278 AGREEMENT

DEVELOPMENT AT GROES FECHAN, TREGELE, YNYS MÔN

ROBYN WYN JONES
Rheolwr Gwasanaethau Cyfreithiol/Legal Services Manager
Cyngor Sir Ynys Môn / Isle of Anglesey County Council
Swyddfeydd y Cyngor/ Council Offices
LLANGEFNI
Ynys Môn
LL77 7TW



Power Station Access Road Junction

- 4.4.10 The improvements also include the provision of a new junction from the A5025 to link with the proposed Power Station Access Road. A new roundabout junction will be designed to provide access to the proposed Power Station Site via a new access road. The roundabout junction will be designed off-line (set back from the highway) with highway alignment improvements from the A5025 to the new roundabout.
- 4.4.11 This element of the improvements will be undertaken within the WDNA Order Limits that have previously been subject to consultation and therefore no further consultation is proposed in this respect.

4.5 Scope to influence the changes

- 4.5.1 The confirmation of the Order Limits for the new sections of the A5025 Off-line Highway Improvements between Valley and the WDNA does not involve the need for material changes to the design of the road alignment.
- 4.5.2 You are welcome to comment on the extent of the Order Limits at any or all of the four Sections of the A5025 Off-line Highway Improvements referred to in the consultation.

