

DATED

15th July

2026

between

WILTSHIRE COUNCIL

and

**CHRISTOPHER JOHN ENDERBY
ANNETTE MARGARET WIGHTMAN
PAMELA MARY ROWORTH
NIGEL PETER ENDERBY**

and

MOTO HOSPITALITY LIMITED

**Deed under Section 106 of the Town and Country Planning Act 1990
and all other enabling powers
relating to Land at Junction 16 (M4) Swindon**

Wiltshire Council

Solicitor to the Council

Wiltshire Council

County Hall

Bythesea Road

Trowbridge

Wiltshire

BA14 8JN

Ref: Iken 204563

CONTENTS

CLAUSE

1.	Definitions.....	4
2.	Not used	
3.	Construction of this Deed	9
4.	Statutory provisions	11
5.	Commencement	11
6.	The Owner's / the Developer's Covenants.....	12
7.	The Council's Covenants.....	12
8.	General	12
9.	Notices	14
10.	Waiver	14
11.	Change in Ownership	15
12.	Indexation.....	15
13.	Interest	15
14.	Mortgagee.....	15
15.	VAT	15
16.	Indemnity.....	15
17.	Exclusion of Liability.....	16
18.	Dispute Resolution.....	16
19.	Developer's Consent.....	17
20.	Delivery	17

SCHEDULES

SCHEDULE 1	COVENANTS TO THE COUNCIL	18
SCHEDULE 2	COVENANTS BY THE COUNCIL	19

ANNEX

ANNEX A.	APPENDIX 1: PLAN	20
----------	------------------------	----

THIS DEED is dated

15th July

2026

- (1) **WILTSHIRE COUNCIL** of County Hall Bythesea Road Trowbridge Wiltshire BA14 8JN (the "**Council**").
- (2) **CHRISTOPHER JOHN ENDERBY** of Down Farm West Kington Chippenham SN14 7AU; and
ANNETTE MARGARET WIGHTMAN of Elmside 2 South Farm Cottages Thornhill Royal Wootton Bassett Swindon SN4 7RX; and **PAMELA MARY ROWORTH** of 1 The Paddocks Oddfellows Road Hathersage Hope Valley S32 1DU; and **NIGEL PETER ENDERBY** of 37 Swaffham Road Munford Thetford IP26 5HR (the "**Owner**").
- (3) **MOTO HOSPITALITY LIMITED** incorporated and registered in England and Wales with company number 00734299 whose registered office is at Toddington Services Area Junction 11/12 M1 Southbound Toddington Bedfordshire LU5 6HJ (the "**Developer**").

BACKGROUND

- (A) The Owner is the freehold owner of the Land being part of the land registered at the Land Registry under title number WT228458. The Owner is not an owner of that part of the application site forming the B4005 and which is adopted highway
- (B) The Developer has the benefit of an option dated 23 October 2013 as varied by supplemental agreements dated 27 October 2015 and 25 August 2016 recorded in paragraph 4 of the Proprietorship Register and at paragraphs 2, 3, 4 and 5 of the Charges Register of title number WT228458 and as varied by a Supplemental Deed dated 3 May 2022 and 18 October 2023 and both made between the Owner (1) and the Developer (2) in relation to the Land.
- (C) The Developer intends to Commence the Development only after it becomes entitled to beneficial ownership of the Land following the exercise of the option referred to in recital (B).
- (D) The Council is the local planning authority for the purposes of the Act for the area in which the Land is situated

- (E) The Developer has submitted the Planning Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed without which the Planning Permission would not be granted
- (F) On 10 February 2026 the Council's Strategic Planning Committee resolved to grant planning permission for the Development subject to conditions and the prior completion of this Deed in the interests of the proper planning of the area.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. Definitions

The definitions and rules of interpretation in this clause apply in this deed:

"the 1980 Act"	means the Highways Act 1980
"the Act"	means the Town and Country Planning Act 1990
"CIL Regulations"	means the Community Infrastructure Levy Regulations 2010
"Commencement of Development"	means the date on which any material operation as defined in section 56(4) of the Act forming part of the Development begins to be carried out and Commence and Commenced shall be construed accordingly but disregarding for the purposes of this deed the following operations:- (a) Demolition works; (b) Site clearance; (c) Ground investigations; (d) Site survey works; (e) Temporary access construction works; (f) Archaeological investigations; and (g) Erection of any fences and hoardings around

the Land or the
application site.

“Contribution”	means each financial contribution payable under this Deed
“Development”	means any development permitted by the Planning Permission
“Director”	means the Corporate Director, Growth, Investment and Place or their appointed representative for the time being of the Council
“Engineer”	means the Director of Highways and Transport or their appointed representative for the time being of the Council
“Highway Works”	means all works required as a result of the Development, comprising works on Junction 16, M4 and the B4005 more particularly described at Annex B and as shown on the Highway Works Plans

“Highway Works Plans”

means:

- a) drawing number 3728-F13 Rev H and title “PROPOSED M4 WESTBOUND OFF-SLIP IMPROVEMENT SCHEME”
- b) drawing number 3728-F04 I and title “PROPOSED SITE ACCESS PLAN”
- c) drawing number 24177/J16/103 X0 and title “General Arrangement”

Subject to any necessary changes identified and agreed during the detailed design and road safety audit process

“Index”

means the ROCOS Index published by the Building Cost Information Service of RICS unless otherwise stated in this Deed

And in the event that such index shall have changed the Council shall select a reasonable alternative index

“Index Linked”

means increased in accordance with the following formula:

Amount payable = the Contribution x (A/B) where:

A = the figure for the Index that applied immediately preceding the date of actual payment and

B = the figure for the Index that applied when the Index was last published prior to the date of this Deed

"Interest"

means interest at the rate of 4% above the base lending rate of the HSBC Bank Plc from time to time

"Land"

means the land at Junction 16 (M4) Swindon shown edged red on the Plan

"Land Compensation Acts"

means, in relation to clause 16, the Land Clauses Consolidation Act 1845 the Land Compensation Act 1961 the Compulsory Purchase Act 1965 the Land Compensation Act 1973 and the Planning and Compensation Act 1991 and includes the Human Rights Act 1998 and any variation or enactment of the Land Compensation Acts on a date on or after the date of execution of this Deed 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 of or the use of public works

"Monitoring Fee"

means a sum to be paid by the Developer to the Council to monitor compliance by the Developer of the planning obligations in this Deed which will amount to 2.5% of the total contributions under the terms of this Deed, but such payment shall be capped

at £1,000.00 to be paid by the Developer to the Council in accordance with clause 8.6 of this Deed

“Occupation”

means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction and “Occupied” and “Occupy” shall be construed accordingly

“Plan”

means the plan or drawing attached to this Deed and referenced 915/S_100_B which shows the Land edged red

“Planning Application”

means the planning application for outline planning permission for the development of a new Motorway Rest Area (MRA) to provide up to 241 car parking spaces; up to 63 Heavy Goods Vehicle (HGV) parking spaces; coach and caravan parking; amenity building; fuel filling station; new roundabout access from B4005; and associated landscaping, infrastructure and ancillary works registered by the Council on 20 October 2023 and allocated reference number PL/2023/09142

“Planning Permission”

means the planning permission for the Development that may be granted pursuant to the Planning Application

“Public Rights of Way Improvements”

means improvements on the section of LTRE6 to the south west of the Development shown edged in a dashed

purple line on the Plan including surface improvements, signage requiring dogs on leads, dog waste bin and access furniture upgrades

“Public Rights of Way Improvements Contribution” means the sum of three thousand five hundred pounds (£3,500.00) to be paid by the Owners to the Council towards the Public Rights of Way Improvements

“Section 73 Permission” means a planning permission granted by the Council pursuant to an application made under Section 73 of the Act or Section 73A of the Act in respect of the Planning Permission.

“Section 278 Agreement(s)” means agreement(s) pursuant to Section 278 of the 1980 Act authorising the carrying out of the Highway Works [and the Signing Alterations]

“Signing Alterations” means the signing alterations including lane allocations at M4 J16 eastbound off-slip as shown on the Signing Alterations Plan

“Working Day(s)” means days on which clearing banks in the City of London are open to the public and for the avoidance of doubt such days shall not include any Saturday or Sunday New Year’s Day Good Friday Easter Monday May Day Christmas Day and Boxing Day

3. Construction of this Deed

- 3.1. Words importing the masculine include the feminine and neuter gender and vice versa
- 3.2. Words importing the singular include the plural and vice versa
- 3.3. Words importing persons include companies corporations and vice versa and all such words shall be construed interchangeable in that manner
- 3.4. Wherever there is more than one person named as a party and where more than one party undertakes an obligation (including by becoming a successor in title) all their obligations can be enforced against all of them jointly and against each individually
- 3.5. Insofar as different parts of or interests in the Land are owned by different persons each person Covenants with the Council and with one another to co-operate insofar as they are able to ensure that the Covenants herein on behalf of "the Owner/ Developer" are fulfilled as expeditiously as possible
- 3.6. The headings throughout this Deed are for convenience only and shall not be taken into account in the construction and interpretation of this Deed
- 3.7. Any reference to a clause paragraph schedule or plan is to one in to or attached to this Deed and any reference to this Deed includes any schedule, plan, annexure or other attachment to this Deed
- 3.8. In the absence of contrary provision any reference to a Council document to be completed which is annexed or referred to in this Deed shall be the Council document which is current and in force at the date of its completion
- 3.9. In the absence of contrary provision any reference to a statute or statutory instrument includes any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force and reference to a statute includes any statutory instrument direction or specification made or issued under the statute or deriving validity from it
- 3.10. References to any party to this Deed shall include the successors in title to that party and to any persons deriving title through or under that party and successors to any statutory functions of the Council

- 3.11. Covenants to do or not to do an action shall include respectively a covenant to permit or not to permit that action to be done

4. Statutory provisions

- 4.1. This Deed is made pursuant to the following:

Section 106 of the Act

Section 111 of the Local Government Act 1972

Section 93 Local Government Act 2003

Section 1 Localism Act 2011

and all other enabling powers

and has been entered into by the Council pursuant to those powers

- 4.2. The covenants restrictions and requirements created by this Deed are planning obligations for the purposes of Section 106 of the Act to the intent that it shall bind the parties and their respective successors in title to each and every part of the Land and are enforceable by the Council as local planning authority

- 4.3. It is acknowledged that the obligations contained in this Deed are:

- 4.3.1. necessary to make the Development acceptable in planning terms;

- 4.3.2. directly related to the Development; and

- 4.3.3. fairly and reasonably related in scale and kind to the Development

- 4.3.4. in accordance with the requirements of Regulation 122 of the CIL Regulations

5. Commencement

- 5.1. This Deed takes effect on the grant of the Planning Permission

- 5.2. The Owner shall notify the Council of the Commencement of Development and the date of Occupation of the Development (insofar as such Commencement of Development or the date of Occupation relates to any land or buildings comprising the Land) and the Developer shall otherwise notify the Council of Commencement of the Development and the date of Occupation of the Development and the Owner and the Developer agree that no time shall run to the detriment of the Council if and so long as the Owner or the Developer (as appropriate) has failed to serve notice

- 5.3. If the Owner/Developer (as appropriate) has not provided the information referred to in clause 5.2 above within twenty (20) Working Days of its becoming available the Council shall have the right to obtain this information by other reasonable means and to charge the Owner/Developer its costs in obtaining this information subject to a maximum of one thousand pounds (£1,000) per time **PROVIDED THAT** the information is in fact obtained as aforesaid and reasonable evidence of this is provided by the Council to the Owner and/or Developer (as applicable).
- 5.4. In the event the Council grants a subsequent Section 73 Permission or if a Section 73 Permission is granted following an appeal under Section 78 of the Act, any such Section 73 Permission shall be deemed to be granted subject to the covenants and provisions of this Deed and to apply in equal terms to it save that where the Council in its determination of the application for a Section 73 Permission requires consequential amendments to this Deed to reflect the impact of the application for a Section 73 Permission in such circumstances a separate deed pursuant to section 106 of the Act will be required to secure relevant planning obligations relating to the Section 73 Permission.

6. The Owner's and the Developer's Covenants

The Owner and the Developer will observe and perform the obligations as set out in this Deed and the Schedule 1

7. The Council's Covenants

The Council covenants with the Owner and the Developer as set out in Schedule 2

8. General

The parties agree that:

- 8.1. Nothing in this Deed constitutes an obligation to grant planning permission or any other approval consent or permission required from the Council in the exercise of any other statutory function and nothing in this Deed constitutes and such approval, consent or permission.
- 8.2. This Deed does not and is not intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999 (other than any replacement body of the Council)

- 8.3. No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Land or that part of the Land in relation to which such breach occurs and for the purposes of this Deed a person shall be deemed to have parted with its interest in the Land (or that part of the Land in relation to which such breach occurs) when the deed or document effecting such parting with the entire interest has been completed and not when any registration of such has been completed at HM Land Registry but without prejudice to liability for any subsisting breach arising prior to parting with such interest
- 8.4. Insofar as any clause or clauses or any part thereof of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed
- 8.5. If before Commencement of Development the Planning Permission:
- a) expires within the meaning of Sections 91 92 or 93 of the Act; or
 - b) is revoked, quashed or modified without the consent of the Developer;
- this Deed shall cease to have effect
- 8.6. The Developer shall pay to the Council:
- 8.6.1 its proper and reasonable legal costs incurred in negotiating preparing and entering into this Deed upon completion of this Deed and in relation to any transaction arising therefrom upon completion of the same
 - 8.6.2 the Monitoring Fee upon completion of this Deed
- 8.7. The Owner / the Developer shall pay to the Council its proper and reasonable legal costs incurred in respect of the transfer or other disposal of any land or facility as required by this Deed.
- 8.8. This Deed shall be registerable as a local land charge by the Council
- 8.9. If reasonably required by the Council the Owner / the Developer shall secure registration of this Deed in the Charges Register of the Registered Title to the Land at the Land Registry

- 8.10. Where the agreement approval consent or expression of satisfaction is required by the Owner or the Developer from the Council under the terms of this Deed such agreement approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement consent approval or expression of satisfaction shall be given in writing on behalf of the Council by the Engineer or Director as appropriate
- 8.11. Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed
- 8.12. Nothing contained or implied in this Deed shall prejudice affect fetter or restrict the rights powers duties and obligations of the Council in the exercise of its functions as Local Planning Authority or any other statutory function rights duties powers and obligations under all public and private statutes byelaws and regulations
- 8.13. This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.

9. Notices

Any notice or other communication given or made under this Deed shall be in writing and (unless otherwise herein provided) shall be deemed to be sufficiently served if sent by pre-paid first class post or other next working day delivery service to the address of the party specified in this Deed or to such other address (in substitution thereof) as may be notified in writing by that party from time to time for this purpose and in the case of the Council shall be addressed to the Head of Legal Services and quote reference Iken 204563 and copied to the Section 106 and Community Infrastructure Levy Officer

10. Waiver

No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default

11. Change in Ownership

The Owner agrees with the Council to give the Council written notice promptly and within 5 Working Days following any change in ownership of any of its interests in the Land occurring before all the obligations under this Deed have been discharged. Such notice to give details of the transferee's name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation transferred by reference to a plan (unless the change of ownership relates to the whole of the Land in which case no plan shall be required).

12. Indexation

All financial contributions payable to the Council under this Deed shall be Index Linked

13. Interest

If any payment due under this Deed is paid late Interest will be payable from the date payment is due to the date of actual payment compounded annually.

14. Mortgagee

Any mortgagee shall only be liable for any breach of the provisions of this Deed during such period as he is a mortgagee in possession of the Land and a mortgagee shall not be liable for any pre-existing breaches prior to becoming a mortgagee in possession of the Land

15. VAT

- 15.1. All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable in respect thereof
- 15.2. If at any time VAT becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

16. Indemnity

- 16.1. Subject always to clause 8.3 the Owner hereby undertakes and agrees with the Council that in the event of any claim or claims being made against the Council for any one or more of the following payments:

- a) Compensation (including any claim arising under the Land Compensation Acts)

- b) Damages
- c) Costs
- d) Charges
- e) any other payment

such claim arising in connection with or incidental to or in consequence of any failure on the part of the Owner to comply with its obligations under this Deed the Owner will hold the Council fully indemnified from and against each and every said claim

- 16.2. The Owner shall not be liable under this clause to indemnify the Council in respect of any claim only insofar as and to the extent that the said claim is found to have resulted from the negligent act or omission of the Council or its servants or agents save that for the purpose of this clause the Owner or persons acting on behalf of the Owner shall not be regarded as servants or agents of the Council

17. Exclusion of Liability

- 17.1. This Deed shall not be enforceable against any statutory undertaker or utility company (including but not limited to providers of electricity, gas, water, telecommunications, or sewerage services) contained herein solely by virtue of their ownership, occupation, or use of any part of the Development for the purposes of providing or maintaining utility infrastructure or services"

18. Dispute Resolution

- 18.1. In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the president (or equivalent person) for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties to the dispute or difference and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares
- 18.2. In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 18.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time

being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.

18.3. Any expert howsoever appointed shall be subject to the express requirement that a decision is reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.

18.4. The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten Working Days.

18.5. The provisions of this clause shall not affect the ability of the Council or to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

19. Developer's Consent

The Developer acknowledges and confirms that it has consented to the entering into of this Deed but shall not be bound by the planning obligations contained in this Deed unless and until it acquires a legal interest in the Land, save in respect of any obligations which are expressly stated to apply to the Developer.

20. Delivery

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1 – HIGHWAY WORKS

The Owner, and subject to Clause 19, the Developer covenant with the Council that they shall:

Section 278 Agreement

- 1.1 Not Commence the Development or allow or suffer the Commencement of the Development until they have entered into the Section 278 Agreement(s) with the relevant highway authorities.
- 1.2 Carry out the Highway Works and the Signing Alterations at their own expense in accordance with the Section 278 Agreement(s) and to complete the Highway Works and the Signing Alterations to the relevant highway authority's satisfaction in accordance with the Section 278 Agreement(s) prior to the Occupation of any part of the Development and not to Occupy or allow or suffer the Occupation of the Development until the Highway Works and the Signing Alterations have been completed in accordance with the Section 278 Agreement(s).

PUBLIC RIGHTS OF WAY IMPROVEMENTS CONTRIBUTION

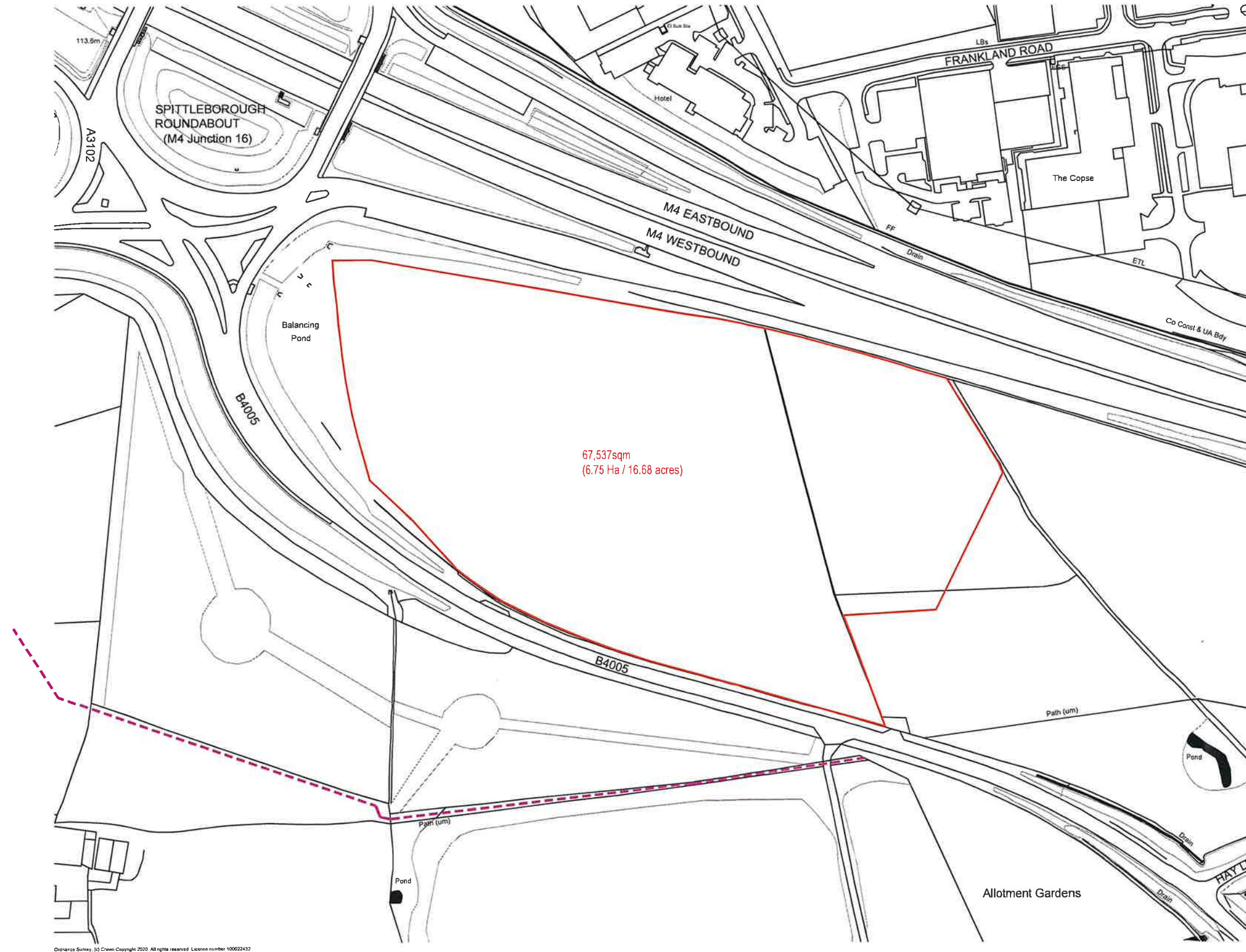
2. To pay the Council the Public Rights of Way Improvements Contribution prior to the Commencement of the Development
3. Not to Commence the Development or allow or suffer the Commencement of the Development until the Public Rights of Way Improvements Contribution has been paid to the Council

SCHEDULE 2 COVENANTS BY THE COUNCIL

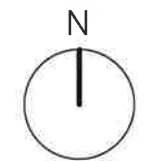
The Council covenants with the Owner, and subject to Clause 19, the Developer:

1. To use all sums received from the Owner/Developer under the terms of this Deed for the purposes specified in this Deed for which they are to be paid
2. To pay to the paying party such amount of any payment made by the to the Council under this Deed which has not been expended or committed in accordance with the provisions of this Deed within ten (10) years of the date of receipt by the Council of such payment on receipt of a written request from the to do so

Annex A. Plan



Ordnance Survey, © Crown Copyright 2020. All rights reserved. Licence number 100022432



Cartwright & Gross Ltd

Chartered Architects
The Golden Lion
Middle Hillgate
Stockport
SK1 3EH

0161 480 1119

www.cartwrightandgross.co.uk

Do not scale. Contractors must check all dimensions on site before preparing production drawings or commencing any work. This drawing and its design is the copyright of Cartwright and Gross Ltd and may not be reproduced in any form whatsoever without their prior express written consent.

Revision	Date	Revision note
----------	------	---------------

Notes

--- Footpath

Project :
Swindon MRA
Title :
Edge Red Plan - S106
Drawing number :
915/OS_100
Client :
Moto Hospitality Ltd

Scale :
1:2500 @ A3
Date :
20.04.2026
CAD Ref :
OS Base
Drawn by :
CG

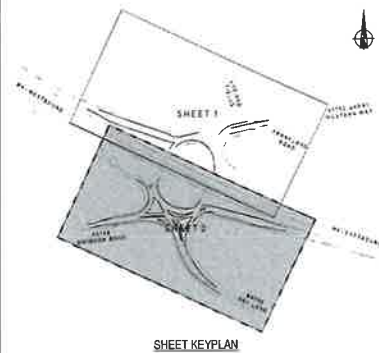
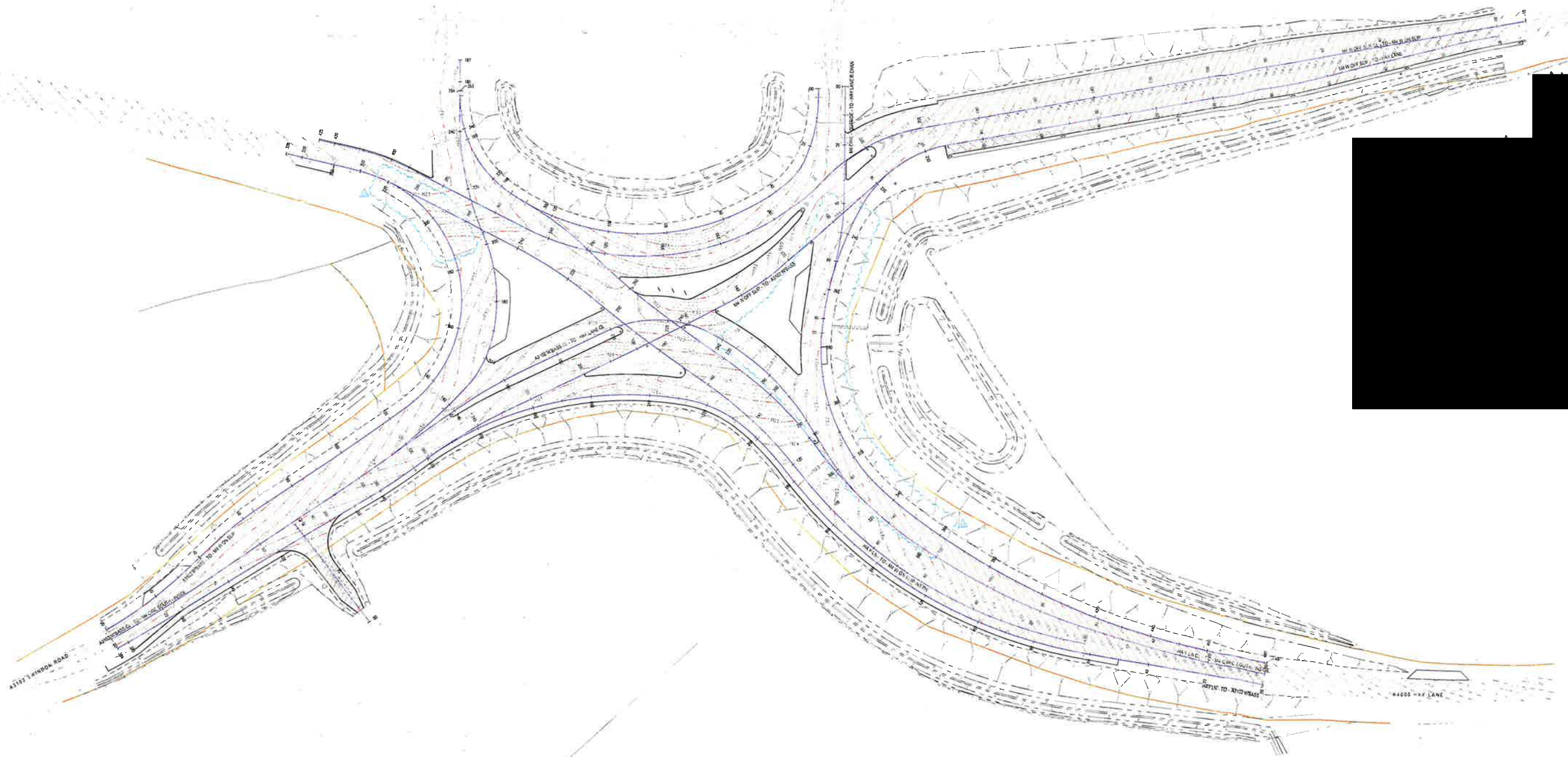


Annex B. Highway Works

1. Widen the westbound off slip to provide an additional lane, which shall be marked for onward travel to the MRA and the B4005
2. Introduce yellow box junction markings at the junction of the westbound off slip with the roundabout circulatory to prevent blocking and improve traffic flow, the extent and specification of which shall be agreed with the relevant highway authority and (where relevant) National Highways
3. Implement a change in lane designation on the M4 eastbound off slip such that lane 3 of the slip road is remarked and designated for B4005 only movements, in accordance with the above referenced scheme
4. To undertake a MOVA re-validation exercise upon completion of the physical works (with National Highways), to ensure the performance of the junction signals is fully optimised to reflect the implemented improvements.
5. To include the construction of a new access roundabout on the B4005 together with any associated highway works reasonably required as a consequence of the Development.
6. In order to define the extent of required works, undertake core sampling of the B4005 carriageway at 10-metre intervals, or at alternative intervals as may be agreed in writing with the relevant highway authority. Sampling shall be taken from the location of the proposed access junction works to the limit of the Junction 16 improvement works previously undertaken by National Highways.
7. The core sample data shall be used to determine the condition and load-bearing capacity of the existing road foundation and its ability to accommodate forecast traffic flows, expressed in Million Standard Axles (MSA) and assessed in accordance with the Design Manual for Roads and Bridges and relevant material specifications.
8. Where the relevant highway authority determines that the existing road foundation is sub-standard or otherwise inadequate to accommodate forecast traffic flows, the Developer shall submit for approval detailed designs for foundation strengthening, resurfacing, and any other necessary enhancements.
9. All approved enhancement works shall be carried out by the Developer at its own expense and shall be confined to land within the control of:
 - (a) the Developer; or
 - (b) the relevant highway authority, subject to all necessary consents.

ANNEX C. HIGHWAY WORKS PLANS

FOR CONTINUATION SEE SHEET 1



KEY

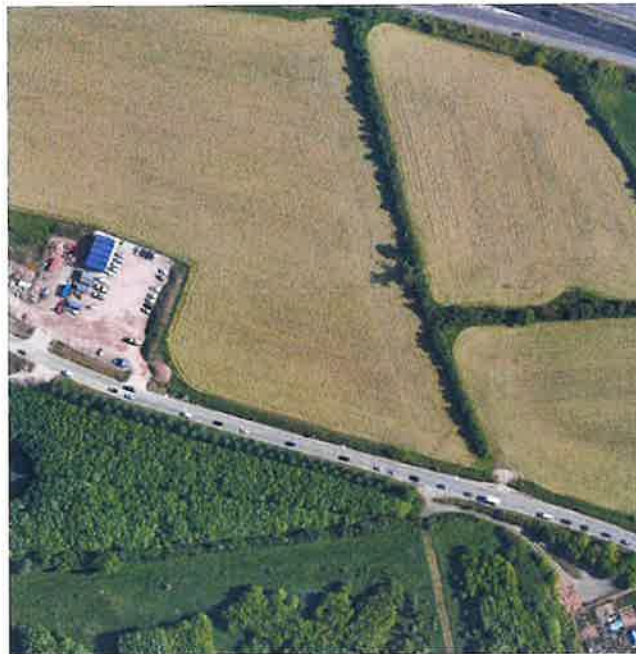
- EXISTING HIGHWAY BOUNDARY
- - - EXISTING MAJOR HIGHWAY CONTOUR - 100mm INTERVALS
- - - EXISTING MINOR HIGHWAY CONTOUR - 25mm INTERVALS
- - - MAJOR CONTOUR - 100mm INTERVALS
- - - MINOR CONTOUR - 25mm INTERVALS

Drawing Issue Status: **Redline As Built**

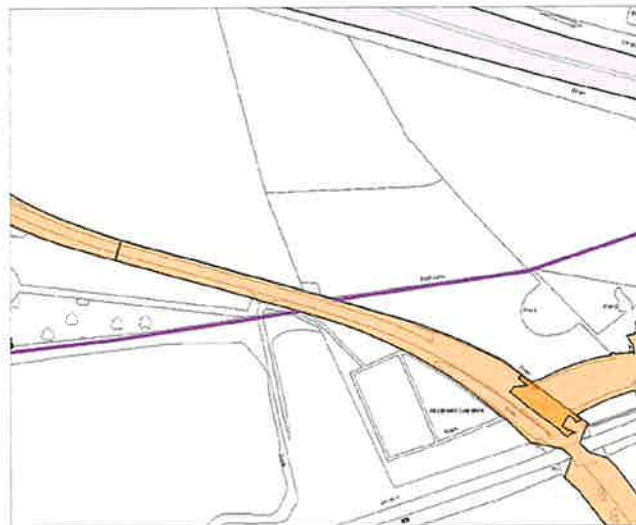
PROPOSED HIGHWAY CONTOURS
SHEET 2 OF 2

Client:			
 Swindon BOROUGH COUNCIL		pba peterbrett Offices throughout the UK and Europe www.peterbrett.com c Peter Brett Associates LLP incorporated in England Tel: 0121 990 0761	
Date of 1st issue 22 05 2016	Designed by MJP		
Scale 1:500	Checked by DS		
Drawing Number 24177/J16/103			

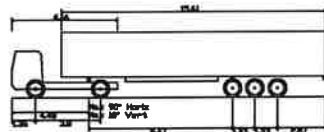
C:\Users\Leon.Blythe\OneDrive - Begbies Traynor Group\Desktop\3728-Mastercopy_REV D.dwg



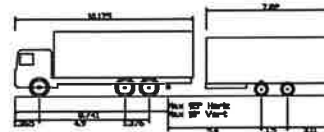
NORTH SOUTH AERIAL VIEW



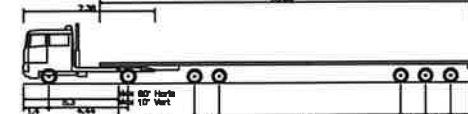
ADOPTED HIGHWAY PLAN



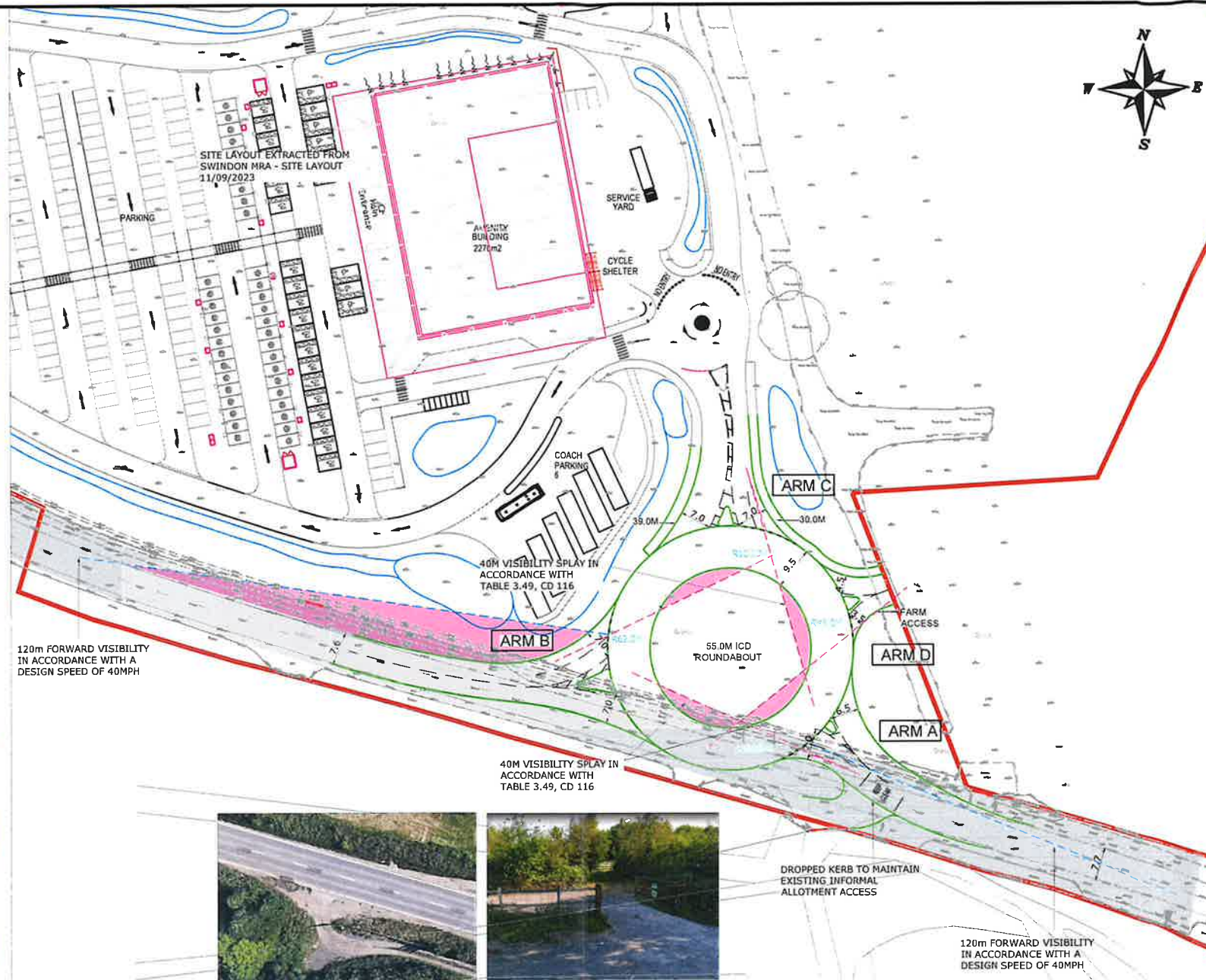
18.5m Articulated Vehicle
Overall Length 18.480m
Overall Width 2.550m
Min Body Height 3.750m
Min Body Ground Clearance 3.750m
Max Track Width 2.550m
Lock to lock time 3.000m
Kerb to Kerb Turning Radius 30.000m



FTA Design Drawbar Vehicle (2016)
Overall Length 18.751m
Overall Width 2.550m
Min Body Height 3.750m
Min Body Ground Clearance 3.750m
Max Track Width 2.550m
Lock to lock time 3.000m
Kerb to Kerb Turning Radius 30.000m



Abnormal Load Vehicle
Overall Length 25.190m
Overall Width 2.550m
Min Body Height 3.750m
Min Body Ground Clearance 3.750m
Max Track Width 2.550m
Lock to lock time 3.000m
Kerb to Kerb Turning Radius 30.000m



18.5M FTA



DRAWBAR VEHICLE



ABNORMAL LOAD VEHICLE

NOTES

PLAN 3

THIS IS NOT A CONSTRUCTION DRAWING AND IS FOR INDICATIVE PURPOSES ONLY.
THE DRAWING WILL BE SUBJECT TO CHANGE FOLLOWING LOCAL AUTHORITY REVIEW AND CONFIRMATION OF PUBLIC HIGHWAY AND THIRD PARTY LAND BOUNDARIES.

INDICATIVE SITE BOUNDARY
DENOTES NEW KERBS
EXISTING ADOPTED HIGHWAY
AREAS WHERE VEGETATION
IS TO BE KEPT BELOW 0.26M

LOCAL AUTHORITY: WILTSHIRE COUNCIL
TOTAL AREA OF SITE: 7.27Ha

NORMAL ROUNDABOUT DESIGN CHECKLIST - CD 116						
DESIGN CHECK	DESIGN REQUIREMENT	ARM A	ARM B	ARM C	ARM D	NOTES
EFFECTIVE ENTRY WIDTH (HEADS TO HIGHWAY)	3-4.5M, 3-5.5M (APPROPRIATE AT MULTILANE ENTRIES)	7.0m	7.0m	7.0m	7.0m	COMPLIES
TOTAL ENTRY WIDTH (HEADS TO HIGHWAY)	3-11.0M (SINGLE OR 2.75-11.0M (DUAL OR))	8.0m	8.0m	8.0m	8.0m	COMPLIES
ENTRY ROAD USE (1)	15-120M (FORM DEALS)	15m	30m	34m	32m	COMPLIES
ENTRY ROAD USE (2)	20M MIN	35m	35m	35m	32m	COMPLIES
ENTRY ROAD CURVATURE (DEFLECTION)	NO GREATER THAN 1.0M RADIUS	100	80m	100m	80m	COMPLIES
REGULATORY CAR-SIDEWAY WIDTH	3.0-3.5 M (K) KERB ENTRY WIDTH	9.5m	9.5m	9.5m	9.5m	COMPLIES
EXIT RADIUS	15M-120M (FORM DEALS)	25m	30m	34m	32m	COMPLIES
EXIT WIDTH	3-4.5M, 3-5.5M (APPROPRIATE AT MULTILANE ENTRIES)	6.5m	7.0m	7.0m	6.5m	COMPLIES

ROUNDABOUT GEOMETRY

REV	DETAILS	DRAWN	CHECKED	DATE
H G F E	VISIBILITY ADDED ROUNDABOUT DESIGN TABLE ADDED ALLOTMENT ACCESS LOCATION SHOWN FOR SUBMISSION	LB LB HL MTC	MTC JC MTC MTC	MAR 24 DEC 23 OCT 23 OCT 23

CLIENT: MOTO

PROJECT: MOTO SWINDON

DRAWING TITLE: PROPOSED SITE ACCESS PLAN

SCALES: 1:1250 @ A3

DRAWN: LB CHECKED: MC DATE: MAY 23

Eddisons
340 Deansgate
Manchester
M3 4LY
Email: info@eddisons.co.uk
Tel: 0161 837 7380
Web: www.eddisons.com/services/transport-planning

DRAWING NUMBER: 3728-F04 REVISION: 1

Eddisons Incorporating Croft

Executed as a deed by affixing
The common seal of **WILTSHIRE
COUNCIL**
in the presence of:

Authorised Signatory
Wiltshire Council



Authorised signatory

Signed as a deed by
CHRISTOPHER JOHN ENDERBY
in the presence of:

[SIGNATURE OF OWNER]

Gardner Leader
Hardwick House
Prospect Place
Swindon
Wiltshire
SN1 3LJ

[SIGNATURE OF WITNESS]
[NAME, ADDRESS (AND
OCCUPATION) OF WITNESS]

Signed as a deed by **ANNETTE
MARGARET WIGHTMAN** in the
presence of:

[SIGNATURE OF OWNER]

Gardner Leader
Hardwick House
Prospect Place
Swindon
Wiltshire
SN1 3LJ

[SIGNATURE OF WITNESS]
[NAME, ADDRESS (AND
OCCUPATION) OF WITNESS]

Signed as a deed by **PAMELA
MARY ROWORTH** in the presence
of:

[SIGNATURE OF OWNER]

[SIGNATURE OF WITNESS]
[NAME, ADDRESS (AND
OCCUPATION) OF WITNESS]

JOYLE WATERHOUSE
2 THE PADDOCKS
ODDELLS ROAD
KATHERS ADE
HOPE VALLEY S32 1DU, HOUSEWIFE

Signed as a deed by **NIGEL
PETER ENDERBY** in the presence
of:

[SIGNATURE OF OWNER]

[SIGNATURE OF WITNESS]
[NAME, ADDRESS (AND
OCCUPATION) OF WITNESS]

MRS CHRISTINE FULLER
33, SWAFFHAM RD
MUNDFORD
1P26 5HR
HOUSEWIFE