

DATED 22 April 2022

SUFFOLK COUNTY COUNCIL (1)

- and -

MCCARTHY & STONE RETIREMENT (2)  
LIFESTYLES LIMITED

AGREEMENT

made pursuant to Sections 278 and 38 of the Highways Act 1980  
and any other enabling power relating to  
the development of land at Lower Brook Street, Ipswich, Suffolk

Nigel Inniss  
Head of Legal Services  
Suffolk County Council  
5 Constantine Road Ipswich  
Suffolk IP1 2DH

Ref: SK/68072

THIS AGREEMENT is made the                      day of                      2022  
BETWEEN the following parties :-

- (1) **SUFFOLK COUNTY COUNCIL** of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX (“the County Council”)
- (2) **MCCARTHY & STONE RETIREMENT LIFESTYLES LIMITED** (company number 06622231) of Fourth Floor, 100 Holdenhurst Road, Bournemouth, Dorset, BH8 8AQ (“the Developer”)

#### RECITALS AND DEFINITIONS

A. In this Agreement unless the context otherwise requires the following words shall have the following meanings :-

“1980 Act”	Means the Highways Act 1980 (as amended)
“Bond”	Means the bond with the Surety for the Highway Works, such bond to be in the form set out in Schedule 3 of this Agreement, so if the Developer should default in the execution of its obligations to carry out the Highway Works and to maintain the same in accordance with the provisions of this Agreement then the County Council will call upon the Surety to provide the full value of the Bond to carry out and maintain the Highway Works
“Bond Figure”	Means the sum of £11,720.67 (eleven thousand seven hundred and twenty pounds and sixty-seven pence) being to cost of the Highway Works plus 10 per cent
“Certificate of Substantial Completion”	means the certificate issued by the Director on Substantial Completion of the Highway Works
“Certificate of Final Completion”	Means the certificate issued by the Council following the expiry of the Maintenance Period.
“CDM Regulations”	Means the Construction (Design and Management) Regulations 2015 (SI 2015/51)

“Commuted Sums”	Means the sum of £177.77 (one hundred and seventy-seven pounds and seventy-seven pence) which is calculated towards the cost of the County Council’s future maintenance liability of the Highway Works.
“Director”	Means the County Council’s Executive Director of Growth, Highways and Infrastructure or other officers of the County Council acting under his hand
“Highway Works”	Means the highway improvement works described generally in Schedule 2 and shown in principle on the Works Drawings and any detailed design subsequently approved by the Council in accordance with this Agreement
“Plan”	Means the plan annexed hereto
“Maintenance Period”	a period of 18 months (unless the Director agrees in writing a lesser period) from the date of issue of the Certificate of Substantial Completion unless at the end of that period the Director forms the view that the Final Certificate cannot be issued on the basis that the remedial works have not been completed in accordance with this agreement in which case the Maintenance Period shall include such further period as shall elapse until issue of the Final Certificate
“Site”	Means land situated at Lower Brook Street, Ipswich, Suffolk shown edged red for identification only on the attached Plan
“Substantial Completion”	Means complete to the reasonable satisfaction of the Director and so that the Highway Works can be used for the purpose and operate in the manner for which they were designed, and the “Date of Substantial Completion” shall be construed accordingly
“Surety”	Means National House-Building Council (company number 00320784) of Nhbc House Davy Avenue, Knowlhill, Milton Keynes, Bucks, MK5 8FP

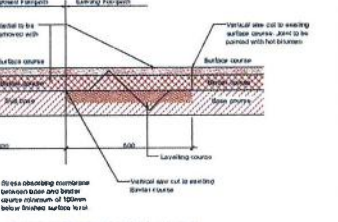
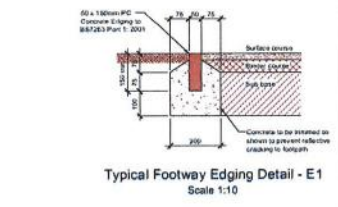
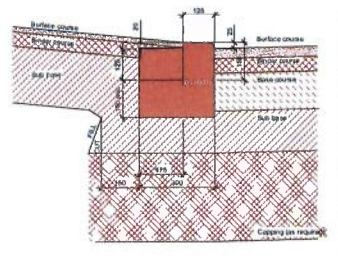
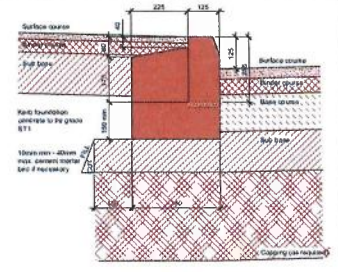




- NOTES**
- It is an offence to carry out any works within the public highway without permission of the Highway Authority.
  - Any conditions which the Local Planning Authority may refer to this drawing do not give the applicant permission to carry out works within the Public Highway unless otherwise agreed in writing with the Highway Authority or the Council of the County Council at the applicant's expense.
  - To gain permission to construct, Suffolk Highways must be contacted in accordance with the Highway Act 1980.
  - Any works to be carried out in the vicinity of the Local Planning Authority or in consultation with the County Council or Highway Authority.
  - Structural drainage is required to prevent surface water entering the Highway. Code should be set back at least 5m from channel of contingency and open levels.
  - Footpaths to be properly surfaced with a bound material not less than 100mm thick.

**SCC DETAIL DM01**

- STANDING KERB KEY - 130MM CARBURGWAY**
- 450 Standard kerb with 130mm curbed
  - 150 Dropped kerb (with hand edge)
  - 100 Dropped kerb (with hand edge)
  - 81 Kerb
- MAINTENANCE SET**
- YORKSTONE CURB
  - Surface course: 200 x 100 x 50 precast concrete block paving (colour to match existing) laid in a herringbone pattern to BS7533 (Part 3)
  - Laying course: 30mm mortar bedding
  - Base course: Minimum basecourse to be 100mm - 20mm max depth basecourse in accordance with clause 2.1 table 2 and table 4 of BS5947:2001 to be used as temporary surface until all phases of development are completed - to be approved and laid in accordance with Highway Authority: 21/04/2021
  - Sub Base: Minimum 225mm (compact) to expedite CBR - refer to table below
  - 1 sub-base unbound granular material in accordance with the specification for highway works.
  - A geotextile is to be provided to form the sides of the excavation.
- Pavement Protection**
- Surface course: 200 x 100 x 60 precast concrete block paving (colour to match existing) laid in a herringbone pattern to BS 7533 (Part 3)
  - Laying course: 30mm mortar bedding
  - Sub Base: Minimum 100mm type 1 sub-base unbound granular material in accordance with the specification for highway works.
- Proposed 2-lane 2-way Suburban Classification**
- Surface course: Concrete finish to match existing - 100mm PAV2 concrete or similar to suit requirements of Suffolk County Council or Suffolk County Council paving slabs to match existing
  - Sub Base: Minimum 225mm (compact) to expedite CBR - refer to table below
  - 1 sub-base unbound granular material in accordance with the specification for highway works.
- Proposed 2-lane 2-way Suburban Classification**
- Surface course: Concrete finish to match existing - 100mm PAV2 concrete or similar to suit requirements of Suffolk County Council or Suffolk County Council paving slabs to match existing
  - Sub Base: Minimum 100mm type 1 sub-base unbound granular material in accordance with the specification for highway works.
- Area to be used for temporary storage of materials**
- Area to be used for temporary storage of materials - Legal tender only and not to be used for any other purpose.
  - Area to be used for temporary storage of materials - Legal tender only and not to be used for any other purpose.
- 2725 Highway Drainage**



**CAPPING / SUB-BASE NOTES**

1. All capping materials shall be 400mm of bound material laid on a 100mm sub-base. Capping materials to be 400 or 450mm of the specification for Highway Works.

CBR	CAPPING	SUB-BASE	SUB-BASE ALTERNATIVE (with capping)
>= 4%	100	150	100
>= 3%	100	150	100
>= 2%	100	150	100
>= 1.5%	100	150	100
>= 1%	100	150	100

2) Sub-base material to be Type 1 or Class B0 of the Specification for Highway Works.

3) Construction shall allow minimum construction thicknesses of 40mm (capping) from existing ground level. Capping materials may be carried out by the contractor in accordance with sub-base and capping specifications.

4) Wherever possible, a geotextile separator (or equivalent) under sub-base / capping. To be used on all sites where the material is proportionally dry and as required on granular soils.

- GENERAL NOTES**
- THIS DRAWING IS COPYRIGHT AND SHOULD NOT BE REPRODUCED IN WHOLE OR PART WITHOUT THE WRITTEN CONSENT OF PATRICK PARSONS LTD.
  - DO NOT SCALE FROM THIS DRAWING.
  - LOCATIONS OF ALL EXISTING SERVICES ON-SITE TO BE CONFIRMED AS PROVIDED TO THE ENGINEER PRIOR TO COMMENCEMENT OF WORKS.
  - THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL RELEVANT PATRICK PARSONS LTD DRAWINGS & SPECIFICATIONS.

**NOTE: ALL HIGHWAY WORKS TO BE UNDERTAKEN IN ACCORDANCE WITH SUFFOLK COUNTY COUNCIL'S SPECIFICATION**

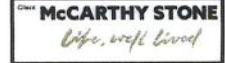
**REVISIONS**

Rev	Description	Date	By
A	UPDATED TO HIGHWAY COMMENTS	01/10/21	JM
B	UPDATED TO HIGHWAY COMMENTS	16/03/21	AM
C	UPDATED TO HIGHWAY COMMENTS	28/04/21	AM
D	UPDATED TO LATEST LANDSCAPE PLAN	21/04/21	AM
E	INITIAL ISSUE	07/04/21	AM



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**Project**  
LOWER BROOK STREET  
IPSWICH

**Drawing**  
S275 LAYOUT PLAN

Drawn: MJM  
Date: APR 2021  
Scale: 1:250  
Checked: MJM

Rev: E  
B21106  
McCarthy Stone  
Drawing No: MI-2752-04-DE-007



**GENERAL NOTES**

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2. DO NOT SCALE FROM THIS DRAWING
3. LOCATION OF ALL EXISTING SERVICES ON THIS TO BE CONFIRMED & PROVIDED TO THE ENGINEER PRIOR TO COMMENCEMENT OF WORKS
4. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL RELEVANT FULFILLING PARTS LTD DRAWINGS & SPECIFICATIONS



**KEY**

- Public Highway-carriageway
- Public Highway-footway
- land dedicated to SCC
- highway boundary

C	UPDATED PL LINE WITH SCC COMMENTS	15.09.21	AM
B	UPDATED TO LATEST LANDSCAPE PLAN	21.04.21	NAM
A	INITIAL DESIGN	18.04.21	NAM
Rev	Amendments	Drawn	DS



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Client **MCCARTHY STONE**  
*Life, well lived*

Project **LOWER BROOK STREET  
IPSWICH**

Drawing **S278 BOUNDARY  
LAYOUT PLAN**

As original size A1

Drawn MJM Issues 1:250  
Date APR 2021 Checked MJM

Block COMMENT / APPROVAL

FW Job No. **B21106** Rev **C**

McCarthy & Stone  
Drawing No. **MI-2752-04-DE-008**

*Drawn*

**NOTE: ALL HIGHWAY  
WORKS TO BE UNDERTAKEN  
IN ACCORDANCE WITH  
SUFFOLK COUNTY  
COUNCILS SPECIFICATION**

"Works Drawings" Means the attached drawings bearing the numbers referred to in Schedule 1 or any subsequent revision of them which has been approved or requested by the Director and which relate to the Highway Works

- (A) The County Council is the Local Highway Authority (except for trunk roads) for the purposes of the 1980 Act for the area within which the Site is situated and the Highway Works will be carried out
- (B) The Developer is the registered proprietor with title absolute of the Site registered at the Land Registry under Title Number SK109360
- (C) The County Council considers that the Highways Works as shown on the Works Drawings and detailed in Schedule 2 need to be carried out and the County Council considers that entering into this Agreement will be of benefit to the public

NOW THIS DEED WITNESSES as follows :-

**1. LEGAL EFFECT**

1.1 In this Agreement unless the context otherwise requires :-

1.1.1 Words importing the singular meaning where the context so admits include the plural meaning and vice versa; and

1.1.2 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner; and

1.1.3 "party" or "parties" means a party or parties to this Agreement; and

1.1.4 references to any party shall include the successors in title and assigns of that party; and in the case of the County Council the successors to its statutory functions;

1.1.5 where a party includes more than one person any obligations of that party can be enforced against all of them jointly and severally unless there is an express provision otherwise; and

1.1.6 the headings and contents list in this Agreement shall not form part of or affect its construction; and

- 1.1.7 references to clauses schedules and paragraphs are references to clauses in and schedules to this Agreement and paragraphs in schedules to this Agreement; and
- 1.1.8 where a party or any officer or employee is required to give its consent approval or agreement to any specific provision in this Agreement such approval or agreement shall not be unreasonably withheld or delayed; and
- 1.1.9 any mention herein of any act or of any section regulation or statutory instrument shall be deemed to refer to the same source as at any time amended and where such act section regulation or statutory instrument has been replaced consolidated or re-enacted with or without amendment such mention shall be deemed to refer to the relevant provision of the updating consolidating or re-enacting act or section or regulation or statutory instrument
- 1.2 This Agreement and the covenants that appear hereinafter are made pursuant to Sections 38 72 and 278 of the 1980 Act Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers to the intent that the provisions of this Agreement shall bind the Site and the parties hereto and all persons deriving title through or under them
- 1.3 No waiver (whether express or implied) by the County Council of any breach or default by the Developer in performance or observance of any of the covenants or obligations in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the County Council from enforcing any of the covenants or from acting upon any subsequent breach or default
- 1.4 Any provision of this Agreement which is or may be unlawful void or unenforceable shall to the extent of such unlawfulness invalidity or unenforceability be deemed severable and shall not affect any other provision of this Agreement
- 1.5 This Agreement shall be governed and interpreted in accordance with the laws of England and shall be determined in the Courts of England and Wales
- 1.6 The Developer covenants and warrants to the County Council that they have full power to enter into this Agreement and there is no other person having a charge over or any other interest in the Site whose consent is necessary for the Developer to enter into this Agreement and to comply with the obligations set out at clauses 1.12 and 1.13



- 1.7 The Developer covenants and undertakes with the County Council that from the date of this Agreement it will (unless otherwise agreed by the County Council) carry out and comply with the obligations set out in this Agreement
- 1.8 The County Council, without prejudice to its statutory powers and duties, hereby appoints the Developer to act as its agent and gives to the Developer licence (in so far as is reasonably necessary) to enter into and upon and remain upon the public highway to carry out the construction of the Highway Works within the timescales referred to in Schedule 2 or such other period as may be agreed in writing by the Director, provided that this licence shall not extend to the Developer's successors in title or assigns unless otherwise agreed in writing by the Director prior to that successor or assignee commencing work in the public highway
- 1.9 The Developer covenants with the County Council as Highway Authority to comply with the provisions of the New Roads and Street Works Act 1991 and the Traffic Management Act 2004, and any amendments thereof
- 1.10 It is hereby agreed and declared that the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement
- 1.11 The Developer shall be the only client for the purpose of the CDM Regulations and the Developer agrees to undertake the obligations of a client under the CDM Regulations and to use all reasonable endeavours to ensure that the Highway Works are carried out in accordance with the CDM Regulations. The Developer shall indemnify and keep the County Council indemnified against any breach of the Developer's obligations under this clause
- 1.12 The Developer hereby agrees that on the date of Substantial Completion that part of the Site upon which the Highways Works are constructed which does not currently form part of the public highway shall be dedicated as highway under section 38 of the 1980 Act and the County Council agrees to accept such dedication and adopt that part of the Site and the Highway Works as highway maintainable at the public expense
- 1.13 If called upon by the County Council so to do by notice in writing served within twenty-one years of the date of this Agreement the Developer agrees to transfer to the County Council in consideration of one pound any land over which any part of the Highway Works have been constructed which does not at the date of this Agreement already form part of the highway together with any other land dedicated as public highway by the Developer free in each case from

encumbrances and together with all rights necessary to permit the use, inspection, maintenance, repair and replacement of the Highway Works and all utility systems servicing the Highway Works and not vested in the relevant undertaker as are situated outside the limits of the Highway Works and the said other land

- 1.14 This Agreement is a Deed. Any financial default will be declared by the County Council and registered as a Local Land Charge under section 278(5)(c) of the 1980 Act
- 1.15 If the Highway Works have not been commenced within one (1) year from the date of this Agreement, save as this period is otherwise extended in writing by the Director at his discretion, then this Agreement shall lapse and be of no further effect (save to the extent already complied with) and the Developer agrees to pay to the County Council any costs properly incurred by the County Council prior to the lapse of this Agreement (which have not already been paid) including but not limited to those costs set out in clause 3.5 of this Agreement
- 1.16 Where, in accordance with clause 1.15 above the Director, at his discretion, agrees in writing to an extension to the period of one (1) year after which this Agreement shall lapse, this Agreement shall lapse at the end of such period as agreed in writing by the Director
- 1.17 Where the Agreement has lapsed in accordance with clauses 1.16 or 1.17, the County Council may release the Developer and the Surety and each of them from any subsisting obligations under the Bond in respect of the Highway Works on receipt of a written request. If for any period, the Bank of England Base Rate is at or below 0.02% then no interest shall be payable for that period by any party to this agreement. For the avoidance of doubt nothing in this clause requires the County Council to repay those sums payable under clause 3.5 of this Agreement save for any Commuted Sums not spent or committed
- 1.18 Notwithstanding the provisions of clause 1, the Developer will have no liability to the Council in any respect after the issue of the Certificate of Final Completion save to the extent that such liability has arisen and been notified to the Developer prior to the issue of the Certificate of Final Completion except where:
  - 1.18.1 The Council could not have been reasonably aware of the defect at the time of issue of the Final Certificate;
  - 1.18.2 A claim is made under the Land Compensation Act 1973;

- 1.19 Each party shall at all times take all reasonable steps to prevent and mitigate any costs, loss, claim, or liability which it suffers as a result of the other party's negligence or breach of this Agreement.
- 1.20 The Council shall consult with the Developer and before agreeing either the validity or the amount of any such claim shall take proper account of all comments and representations made by the Developer.

## **2 HIGHWAY WORKS**

- 2.1 All works and activities to be carried out under the terms of this Agreement (including for the avoidance of doubt such works as are of a preparatory ancillary or of a maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Developer and at no cost to the County Council
- 2.2 No work on the Highway Works shall commence and no contract or contracts in respect of the construction of the Highway Works shall be let until full details of the Highway Works have been submitted to the Director and the Director has given his written approval to the Highway Works and for the avoidance of doubt this Agreement does not constitute the written approval required under this clause
- 2.3 The Developer shall provide all relevant notices to the County Council under the New Roads and Street Works Act 1991 and Traffic Management Act 2004, and any amendments thereof
- 2.4 Insofar as the County Council as Highway Authority is required by any legislation regulation direction or code of practice (including in particular but without prejudice to the generality of the foregoing the New Roads and Street Works Act 1991) to serve a notice or notices in respect of the Highway Works on undertakers or other persons the Developer shall comply with such requirement on behalf of the County Council before the Highway Works commence and shall thereafter assume on behalf of the County Council such responsibilities as follow on therefrom in particular during the construction of the Highway Works
- 2.5 The Developer shall give due consideration to adjoining owners and occupiers at all times and shall organise activities relating to the Highway Works in such a manner as to cause the least practicable disruption
- 2.6 The Developer shall display and maintain prominent notices around the perimeter of the Site to warn the public of the dangers of entering the Site.

However the display of such notices shall not relieve the Developer of any of his obligations and liabilities under this Agreement, the Control of Pollution Act 1974 or the Environment Protection Act 1990, or any amendments thereof

- 2.7 The Developer shall take or procure the taking of all necessary steps to avoid creating a nuisance from noise and from dust and as far as practicable the Highway Works are to be carried out in such a way that noise and dust are kept to a minimum
- 2.8 When the Highway Works are being executed the Developer shall institute at his own expense measures previously approved in writing by the Director to maintain the safe flow of traffic on the highways in the vicinity of the Site
- 2.9 No Highway Works within or affecting existing public highways will be permitted within the morning and evening peak periods i.e. 7.30 - 9.30 a.m. and 4.30 - 6.30 p.m. Monday to Friday except as agreed in writing by the Director
- 2.10 When the Highway Works are being carried out the Developer shall provide all watching and lighting as required and shall maintain all lights, guards, fencing and warning signs when and where necessary and undertake such further measures as may be reasonably required by the Director
- 2.11 Representatives of the County Council may enter upon the land on which the Highway Works are being carried out at any reasonable time to ascertain whether the terms of the Agreement are being or have been complied with
- 2.12 Following completion of the Highway Works, the Developer shall apply to the Director in writing for a Certificate of Substantial Completion.
- 2.13 Within 10 Working Days following receipt of a written application for the issue of a Certificate of Substantial Completion the Director shall:
  - 2.13.1 inspect the Highway Works to which the application relates; and
  - 2.13.2 provide the Developer (where necessary) with a definitive written list of visible defects and any associated further works required to be carried out in order to achieve Substantial Completion of the Highway Works and any remedial works required SAVE THAT such list will be without prejudice to any right of the County Council's to seek remedy for any breach of this Agreement arising out of any latent defect or any other breach of this Agreement not reasonably discoverable at the time of inspection

2.14 On Substantial Completion of the Highway Works :-

2.14.1 the Developer shall clear away and remove from the Site all constructional plant and temporary works of every kind and leave the Site in a safe, neat and tidy condition to the satisfaction of the Director

2.14.2 the Developer shall provide the County Council with 6 paper copies of the 'as constructed' drawings and a pdf thereof

2.14.3 the Director may issue a Certificate of Substantial Completion to the Developer within 20 Working Days of satisfactory inspection.

2.15 From and including the date of issue of the Certificate of Substantial Completion the highway (including the Highways Works) shall be available for use by vehicles and pedestrians.

2.16 The Developer shall maintain the Highway Works for the Maintenance Period and prior to the expiration of this period the Developer shall reinstate and make good any damage or defect which may have arisen from any cause whatsoever or be discovered during the Maintenance Period (including any defect in or damage to the surface water drainage system) so as to place the highway and the Highway Works in a condition satisfactory to the Director.

2.17 After the expiry of the Maintenance Period the Developer must apply to the Director in writing for a Final Certificate.

2.18 Within 10 Working Days following receipt of a written application for the issue of a Final Certificate the Director shall:

2.18.1 inspect the Highway Works to which the application relates; and

2.18.2 provide the Developer (where necessary) with a definitive written list of any further works required to be carried out in order to remedy and make good any visible defect or damage to the Highway Works which may have arisen during the Maintenance Period (including any defect in, or damage to, the road surface water drainage system) and any remedial works reasonably required SAVE THAT such list will be without prejudice to any right of the County Council's to seek remedy for any breach of this Agreement arising out of any latent defect or any other breach of this Agreement not reasonably discoverable at the time of inspection.

2.19 Within 20 Working Days of an inspection the Director shall issue the Final Certificate to the Developer provided that the works detailed in a list issued pursuant clause 2.18.2 have been undertaken by the Developer together with any works to correct defects not detailed in such a list which were not reasonably discoverable at the time of inspection and which have since come to the Director's attention.

### **3 FINANCE**

3.1 Where the Developer has provided a Bond, then after the issue of the Certificate of Substantial Completion the County Council may approve a reduction of up to 75% of the Bond Figure and upon the issue of the Certificate of Final Completion the County Council [may release the Developer and the Surety and each of them from all subsisting obligations under the Bond in respect of the Highway Works on receipt of a written request. If for any period, the Bank of England Base Rate is at or below 0.02% then no interest shall be payable for that period by any party to this agreement.

3.2 The Developer shall be insured from the date of this Agreement and throughout the period of construction of the Highway Works within the timescales referred to in Schedule 2 (or any other period as agreed by the Director) for public liability risks in the sum of at least ten million pounds (£10,000,000.00) in respect of any single claim, and shall produce these insurance policies to the Director on demand

3.3 The Developer and the Surety shall on the date of this Agreement enter into the Bond for the Highway Works and the Developer shall be bound with the Surety and the County Council in the amount of the Bond Figure.

3.4 Should the Developer default in the execution of his obligations to carry out and maintain the Highway Works then the County Council may itself carry out and maintain the Highway Works having first called upon the Surety to provide the Bond amount for the full cost to be expended in so doing

3.5 The Developer shall pay to the County Council:-

3.5.1 the legal costs of the County Council in connection with this Agreement prior to sealing of this Agreement; and

3.5.2 interest at four per cent above the Bank of England Base Rate on any sum due to the County Council under this Agreement from the date on which it is due until the date it is paid, and


3.5.3 the Commuted Sums prior to the sealing of this Agreement

In WITNESS whereof this Agreement has been executed and delivered as a Deed on the date first written above

The COMMON SEAL of )  
SUFFOLK COUNTY COUNCIL )  
was hereunto affixed )  
in the presence of )

A Duly Authorised Officer

EXECUTED as a deed by  
*MATTHEW RICHARD BARROW* as attorney for  
**MCCARTHY & STONE RETIREMENT  
LIFESTYLES LIMITED** under a power  
of attorney dated 13 June 2016 in the  
presence of

  
.....  
Attorney

  
.....  
Witness Signature

Witness Name: *Jessica Zena Hudson*

Witness Address: *Allego House, 23-27 Carlton Crescent,  
Southampton, SO15 2EU*

**Schedule 1**  
Works Drawings

	Title	Drawing number
1.	S278 Layout Plan	MI-2752-04-DE-007 Revision E
2.	S278 Boundary Layout Plan	MI-2752-04-DE-008 Revision C

**Schedule 2**  
Highways works

Footway and access works in Lower Brook Street and Turret Lane, Ipswich

Timescales

The Highway Works are to be commenced within twelve (12) months of the date of this Agreement and completed within six (6) weeks of commencement of the Highway Works



**Schedule 3**  
**Bond Agreement**

DATED \_\_\_\_\_ 20

Mccarthy & Stone Retirement Lifestyles (1)  
Limited

- and -

National House-Building Council (2)

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PERFORMANCE BOND

relating to the development of land at Lower Brook Street, Ipswich, Suffolk

---

**BY THIS BOND MCCARTHY & STONE RETIREMENT LIFESTYLES LIMITED** of Fourth Floor, 100 Holdenhurst Road, Bournemouth, Dorset, BH8 8AQ ("the Developer") and **NATIONAL HOUSE-BUILDING COUNCIL** of Nhbc House Davy Avenue, Knowlhill, Milton Keynes, Bucks, MK5 8FP ("the Surety") are held and firmly bound to **SUFFOLK COUNTY COUNCIL** of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2DH ("the County Council") in the sum of £11,720.67 (eleven thousand seven hundred and twenty pounds and sixty-seven pence) to be paid to the County Council for the payment of which sum the Developer and the Surety bind themselves their successors and assigns jointly and severally

IN WITNESS whereof the Developer and the Surety have hereunto affixed their respective Common Seals and delivered the same on but not before this            day of            Two thousand and

1. The Developer has entered into an Agreement under seal with the County Council of even date made under Section 278 of the 1980 Act whereby the Developer undertook at its own expense to carry out works as set out in Schedule 2 of the said Agreement and shown in the Works Drawings annexed to the said Agreement ("the Highway Works")
2. It is intended that this Bond shall be construed as one with the said Agreement

**NOW THE CONDITION** of the above-written Bond is such that if the Developer shall duly perform and observe all the terms provisions conditions and stipulations of the said Agreement (in so far as they relate to the Highway Works) on the Developer's part to be performed and observed according to the true intent and meaning thereof or if on default by the Developer the Surety shall duly satisfy and discharge the damages sustained by the County Council up to the amount of the above-written Bond then the

above-written Bond shall be null and void but otherwise shall remain in full force and effect **PROVIDED ALWAYS** that the giving by the County Council of any extension of time for performing the said Agreement or any stipulations therein contained and on the part of the Developer to be performed or any other forgiveness or forbearance on the part of the County Council or its successors or assigns shall not in any way release the Surety from any liability under the above-written Bond

EXECUTED as a deed by  
\_\_\_\_\_ as attorney for  
**MCCARTHY & STONE RETIREMENT  
LIFESTYLES LIMITED** under a power  
of attorney dated 13 June 2016 in the  
presence of

.....  
Attorney

.....  
Witness Signature

Witness Name:

Witness Address:

Signed as a deed by \_\_\_\_\_ and  
\_\_\_\_\_ as attorney for  
National House-Building Council under a  
Power of Attorney dated 6<sup>th</sup> December 2016

.....  
As attorney for the National House-Building Council

.....  
As attorney for the National House-Building Council