

DATED 28 APRIL 2022

SUFFOLK COUNTY COUNCIL (1)

- and -

DENBURY HOMES LIMITED (2)

- and -

HSBC UK BANK PLC (3)

#### AGREEMENT

made pursuant to Sections 278 and 38 of the Highways Act 1980  
and any other enabling power relating to  
the development of land adjoining Village Hall, Stutton, Suffolk

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

Ref: RAF/68097

THIS AGREEMENT is made the 28<sup>th</sup> day of APRIL 2022  
BETWEEN the following parties :-

- (1) SUFFOLK COUNTY COUNCIL of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX ("the County Council")
- (2) DENBURY HOMES LIMITED (company number 02162164) of Westley Bottom, Westley, Bury St Edmunds, Suffolk, IP33 3WD ("the Developer")
- (3) HSBC UK BANK PLC (company number 9928412) of 1 Centenary Square, Birmingham, B1 1HQ ("the Mortgagee")

#### 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)
"Cash Deposit"	Means the cash deposit for all of the Highway Works such cash deposit to be held by the County Council should the Developer 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 Cash Deposit to provide the full sums necessary to carry out and maintain the Highway Works
"Cash Deposit Figure"	Means sum of £18,463.50 (Eighteen thousand four hundred and sixty three pounds and fifty pence) being the cost of the Highway Works plus 10 per cent
"Certificate of Final Completion"	Means any of the certificates referred to in paragraph 2.13 of this Agreement
"CDM Regulations"	Means the Construction (Design and Management) Regulations 2015 (SI 2015/51)
"Commuted Sums"	Means the sum of £2,042.00 (Two thousand and forty two pounds) 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 works detailed on the Works Drawings and as set out in Schedule 2 of this Agreement
“Plan”	Means the plan annexed bearing reference number 2102-539-278A
“Site”	Means land situated adjoining Village Hall, Stutton 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” and “Certificate of Substantial Completion” shall be construed accordingly
“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 in so far as it is registered at the Land Registry under Title Number SK410440
- (C) The Mortgagee has a registered charge dated 27<sup>th</sup> August 2021 over the part of the Site registered with Title Number SK410440
- (D) 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 other than the Mortgagee 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 The Mortgagee acknowledges and declares that this Agreement has been entered into by the Developer with its consent and that the Site shall be bound by the obligations contained in this Agreement
- 1.15 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
- 1.16 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

- 1.17 Where, in accordance with clause 1.16 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
- 1.18 Where the Agreement has lapsed in accordance with clause 1.16 or 1.17, the County Council may release to the Developer the Cash Deposit and interest applied at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end. 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

## **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 On Substantial Completion of the Highway Works :-
  - 2.12.1 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
  - 2.12.2 the Developer shall provide the County Council with 6 paper copies of

the 'as constructed' drawings and a pdf thereof

2.12.3 the Director may issue a Certificate of Substantial Completion to the Developer

2.13 The Developer shall maintain the Highway Works for a period of eighteen (18) months (unless the Director agrees in writing a lesser period) from the issue of the related Certificate of Substantial Completion 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 said period of eighteen (18) months (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. After the expiration of the period of eighteen (18) months and after any defects have been made good to the satisfaction of the Director he may issue at the written request of the Developer the Certificate of Final Completion in respect of the Highways Works

### **3 FINANCE**

3.1 Where the Developer has provided a Cash Deposit, then after the issue of the Certificate of Substantial Completion the County Council may approve the release of up to 75% of the Cash Deposit Figure and upon the issue of the Certificate of Final Completion the County Council may release to the Developer the remainder of the Cash Deposit and interest applied at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end

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) in respect of any single claim, and shall produce these insurance policies to the Director on demand

3.3 The Developer shall on the date of this Agreement pay to the County Council the Cash Deposit in the sum of the Cash Deposit Figure for the Highway Works

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 Cash Deposit for the full cost to be expended in so doing

3.5 The Developer shall pay to the County Council:-

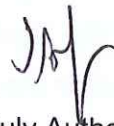


- 3.5.1 the legal costs of the County Council in connection with this Agreement prior to sealing of this Agreement; and
- 3.5.2 interest at four per cent above the Bank of England Base Rate on any sum due to the County Council under this Agreement from the date on which it is due until the date it is paid, and
- 3.5.3 the inspection/checking fees required by the County Council in connection with the Highways Works in the sum of £1,500.00 (One thousand five hundred pounds) prior to sealing of this Agreement;
- 3.5.4 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 **DENBURY HOMES LIMITED**  
in the presence of:

Director:




Director/Secretary:





Executed as a deed by  
HSBC BANK PLC  
acting by its attorney  
in the presence of

  
\_\_\_\_\_  
DAVID PRICE  
\_\_\_\_\_  
name of attorney

Witness  
Signature Paul Cahill

Name PAUL CAHILL

Address CENTENARY PLACE, 18 HOLLIDAY STREET,  
BIRMINGHAM, B1 1TB

Schedule 1  
Works Drawings

Drawing Title	Drawing No
S278 GENERAL ARRANGEMENT	2102-539-278A
S278 SITE CLEARANCE	2102-539-279A
S278 NEW KERB LAYOUT	2102-539-280A
S278 CONSTRUCTION DETAILS	2102-539-281A
S278 SITE LOCATION PLAN	2102-539-282A
S278 LAND DEDICATION PLAN	2102-539-290
SITE LOCATION PLAN	STU/001

Schedule 2

Location	Description of Works
Manningtree Road, Stutton	Construction of access for road to development of 14 units.

The Highways Works are to be commenced within one year of this Agreement and completed within 2 weeks of commencement



- GENERAL
1. DO NOT SCALE THIS DRAWING. ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE NOTED. ANY DISCREPANCIES ARE TO BE RECORDED AND REPORTED TO THE ENGINEERS IMMEDIATELY.
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EXISTING UTILITIES AFFECTED BY THE WORKS TO BE PROTECTED/MODIFIED IN ACCORDANCE WITH THE REQUIREMENTS AND APPROVAL OF THE RELEVANT STATUTORY AUTHORITIES. LOCATION OF EXISTING UNDERGROUND UTILITY SERVICES TO BE CONFIRMED.

*Initial*  
*M. J. H.*

#### S278 GENERAL ARRANGMENT KEY

DEVELOPERS OWNERSHIP BOUNDARY	—
LIMIT OF WORKS	—
NEW FLEXIBLE CARRIAGEWAY = 44m <sup>2</sup>	▨
EXISTING CARRIAGEWAY TIE IN = 90m <sup>2</sup>	▨
NEW FLEXIBLE (BLACK TOP) FOOTWAYS = 34m <sup>2</sup>	■
JUNCTION VISIBILITY SPLAY	—
HALF BATTERED (HB) = 14m	—HB—HB—HB—
EDGING (EF) = 18m	—EF—EF—EF—
TACTILE PAVING	▨
HIGHWAYS DRAINAGE GULLY - BLUE	—
HIGHWAYS DRAINAGE DISH CHANNEL KERBS - BLUE = 13m	—
FOUL WATER - BROWN	—
PRIVATE FOUL WATER	—

Rev	Revision Notes	Rev	Rev	Date
A	AMENDED TO SOC COMMENTS DATED 12.10.2021	JH	APS	18.11.21

**INGENT**  
CONSULTING ENGINEERS  
Unit 10 Brightwell Barns, Waldringfield Road, Brightwell, Suffolk, IP10 0BJ.  
Tel: 01473 598038 — www.ingent.co.uk — email: info@ingent.co.uk

worksafe consultant SSIIP SAFETY SCHEMES IN PROGRESS CQMS

## PRELIMINARY

Project: **MANNINGTREE ROAD, STUTTON**

Drawing Title: **S278 GENERAL ARRANGEMENT**

Client: <b>HOPKINS &amp; MOORE</b>	Date: <b>AUG 2021</b>
Drawn: <b>JH</b>	Designed: <b>APS</b>
Checked: <b>APS</b>	Approved: <b>RGW</b>

Scale: 1:200

Project No: <b>2102-539</b>	Drawing No & Revision: <b>278A</b>	Size: <b>A1</b>
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*Handwritten notes:*  
M/J  
JL  
Rm



SITE CLEARANCE KEY	
DEVELOPERS OWNERSHIP/HIGHWAY BOUNDARY	
BREAKOUT EXISTING FOOTWAY = 55m²	
CLEAR AWAY EXISTING MIXED TOP SOILS = 22m²	
EXISTING CARRIAGEWAY TIE IN/BROKEN OUT AND REPLACED = 90m²	
BREAKOUT EXISTING KERBS = 27m (LENGTH)	
BREAKOUT EXISTING EDGING KERBS = 30m (LENGTH)	

Rev	Amended to SOC COMMENTS DATED 12.10.2021	JH	APS	18.11.21
	Revision Notes	Dwn	Apvd	Date

**INGENT**  
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Tel: 01473 598038 --- www.ingent.co.uk --- email: info@ingent.co.uk

## PRELIMINARY

Project:  
**MANNINGTREE ROAD,  
STUTTON**

Drawing Title:  
**S278  
SITE CLEARANCE**

Client: <b>HOPKINS &amp; MOORE</b>		Date: <b>AUG 2021</b>	
Drawn: <b>JH</b>	Designed: <b>JH</b>	Checked: <b>APS</b>	Approved: <b>RGW</b>

Scale:   
1:200

Project No: <b>2102-539</b>	Drawing No & Revision: <b>279A</b>	Size: <b>A1</b>
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*Handwritten signatures and initials:*  
 [Signature]  
 [Initials]  
 [Initials]

## KERB LAYOUT KEY

LIMIT OF WORKS	— HB HB HB HB —
HALF BATTERED (HB) = 14m	— EF EF EF EF —
EDGING (EF) = 16m	
TACTILE PAVING	
HIGHWAYS DRAINAGE DISH	
CHANNEL KERBS = 13m	

Rev	A	AMENDED TO SCC COMMENTS DATED 12.10.2021	JH	APS	18.11.21
		Revision Notes	Dwn	Appr	Date

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 Tel: 01473 598038 www.ingent.co.uk email: info@ingent.co.uk

worksafe consultant SSIP SAFETY Schemes IN PROCUREMENT COMS Safety Scheme

## PRELIMINARY

Project:  
 MANNINGTREE ROAD,  
 STUTTON

Drawing Title:  
 S278  
 NEW KERB LAYOUT

Client:  
 HOPKINS & MOORE

Date:  
 AUG 2021

Drawn: JH Designed: JH Checked: APS Approved: RGW

Scale: 1:200  
 0m 5m 10m

Project No: 2102-539 Drawing No & Revision: 280A Size: A1



Ingent Consulting Engineers LTD. Head office/Registered office: Unit 10 Brightwell Barns, Waldringfield Road, Suffolk, IP10 0BJ. Tel: 01473 598038. Registered No: 9120483





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#### KEY

LIMIT OF WORKS



Rev	Revision Notes	JH	APS	25.10.21
A	AMENDED TO SCC COMMENTS DATED 12.10.21	JH	APS	25.10.21

# INGENT

CONSULTING ENGINEERS

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Tel: 01473 598038 --- www.ingent.co.uk --- email: info@ingent.co.uk

smas  
worksafe  
consultant  
www.smasltd.com

as recognised by  
SSIP  
SAFETY  
SCHEMES IN  
PROCUREMENT

CQMS  
Safety Scheme

## PRELIMINARY

Project:  
MANNINGTREE ROAD,  
STUTTON

Drawing Title:  
S278  
SITE LOCATION PLAN

Client:  
HOPKINS & MOORE

Date:  
AUG 2021

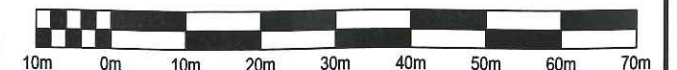
Drawn:  
JH

Designed:  
JH

Checked:  
APS

Approved:  
RGW

Scale:  
1:1000



Project No:  
2102-539

Drawing No & Revision:  
282A

Size:  
A3



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*Handwritten signatures and initials:*  
JH  
H. Moore

LAND DEDICATION KEY	
DEVELOPERS OWNERSHIP BOUNDARY	
LIMIT OF WORKS	
JUNCTION VISIBILITY SPLAY	
LAND FOR DEDICATION UNDER SECTION 278	

Rev	Revision Notes	Drawn	Approved	Date

**INGENT**  
CONSULTING ENGINEERS

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smas worksafe consultant SSSIP SAFETY SCHEMES IN PROGRESS COMS Safety Scheme

**PRELIMINARY**

Project:  
MANNINGTREE ROAD,  
STUTTON

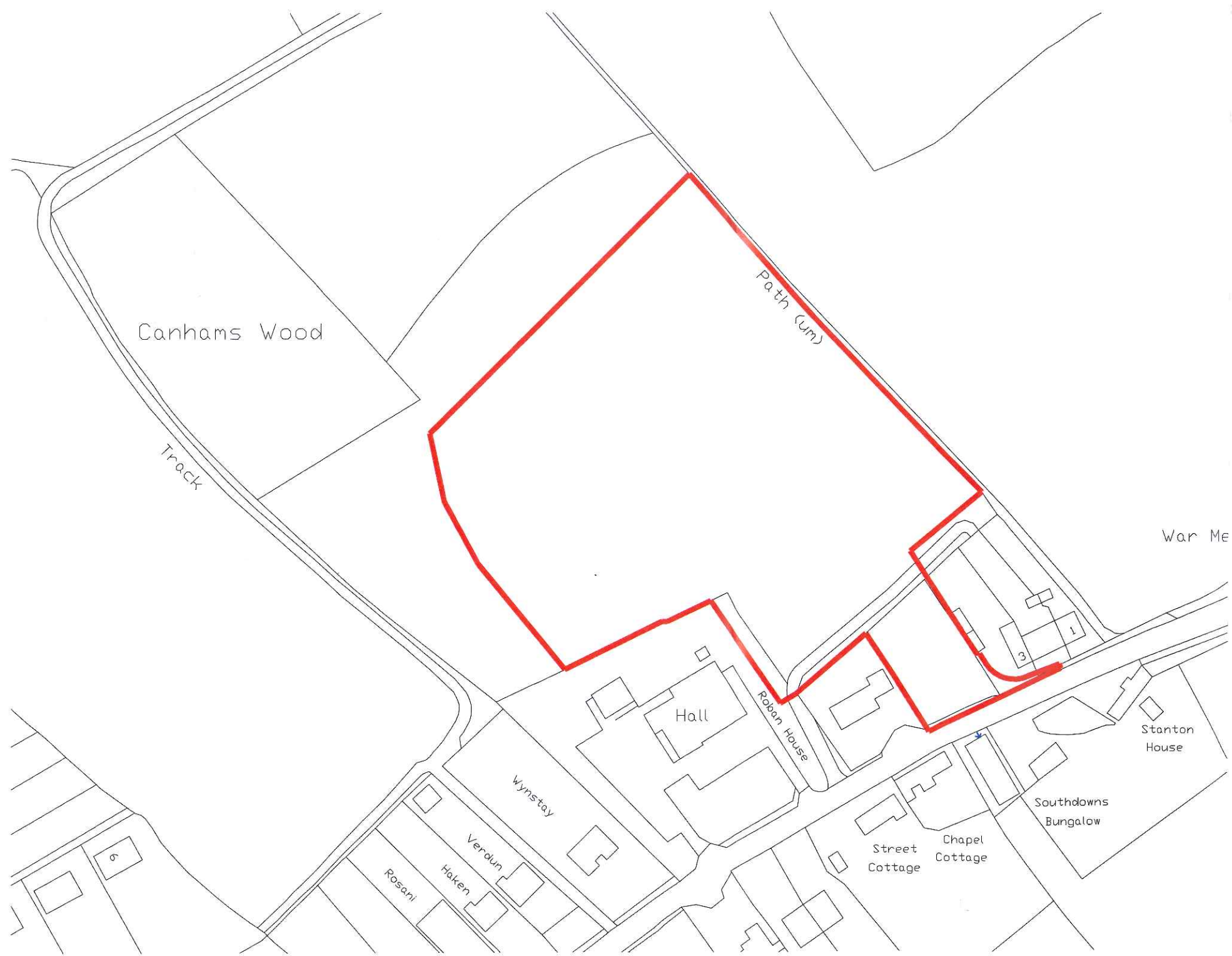
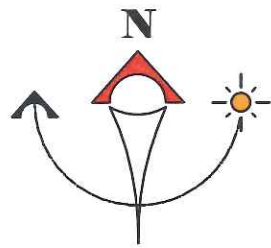
Drawing Title:  
S278  
LAND DEDICATION PLAN

Client: HOPKINS & MOORE		Date: AUG 2021	
Drawn: JH	Designed: JH	Checked: APS	Approved: RGW

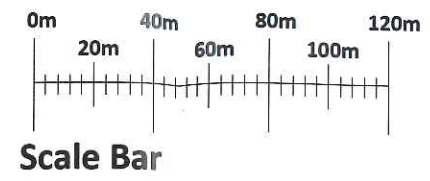
Scale:

Project No: 2102-539	Drawing No & Revision: 290	Size: A1
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Site Location Plan  
1:2500



Notes:  
Do not scale from this drawing to ascertain dimensions.  
Copyright for all designs and drawings shall remain with Hopkins Homes in accordance with the Copyright d.

Rev.	Date	Details

PLANNING

Project: Manningtree Road, Stutton	Project No: STU1 Dwg No: 001 Rev: -
Drawing: Site Location Plan	Scale: 1:2500 @ A3
Plot Numbers: -	Drawn By: LS Date: 08/20 Checked By: Date:

