

DATED 23 May 2024

SUFFOLK COUNTY COUNCIL (1)

- and -

RUBY HOMES (EAST ANGLIA) LIMITED (2)

#### AGREEMENT

made pursuant to Sections 278 of the Highways Act 1980  
and any other enabling power relating to  
the development of land at Jack Greens Road, Creeting St. Mary, Suffolk

Nigel Inniss  
Head of Legal Services  
Suffolk County Council  
8 Russell Road Ipswich  
Suffolk IP1 2BX

Ref: AW/80534

THIS AGREEMENT is made the 23<sup>rd</sup> day of May 2024  
BETWEEN the following parties :-

- (1) SUFFOLK COUNTY COUNCIL of Endeavour House 8 Russell Road Ipswich  
Suffolk IP1 2BX ("the County Council")
- (2) RUBY HOMES (EAST ANGLIA) LIMITED (company number 05969878) of 80  
Compair Crescent, Ipswich IP2 0EH ("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 £25,025.00 (twenty-five thousand and twenty-five pounds) being to 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)

"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 hereto
"Site"	Means land situated at Jacks Green Road, Creeting St. Mary, Suffolk and registered at HM Land Registry with title number SK348956
"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
"Surety"	Means Tryg Garanti
"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 Official Custodian for Charities on behalf of Needham Market and Barking Almshouse Charity (charity number 237432) of Needham Market Town Council Offices, Community Centre, School Street, Needham Market IP6 8BB ("the Owner") is the registered proprietor with title absolute of the Site
- (C) The Developer is developing the Site including undertaking the Highway Works
- (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; and

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 Section 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 (though for the avoidance of doubt the County Council is aware that the Developer is not the legal owner of the Site)
- 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 *Not used.*
- 1.13 *Not used.*
- 1.14 *Not used.*
- 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 1.17, 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

## **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 Bond , then after the issue of the Certificate of Substantial Completion the County Council may approve a reduction of up to



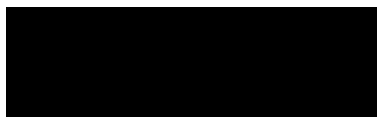
75% of the Bond Figure and upon the issue of the Certificate of Final Completion the County Council may release the Developer and the Surety and each of them from all subsisting obligations under the Bond in respect of the Highway Works on receipt of a written request. If for any period, the Bank of 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 inspection/checking fees required by the County Council in connection with the Highways Works in the sum of £5,000 (five thousand pounds) prior to 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

)  
)  
)  
)

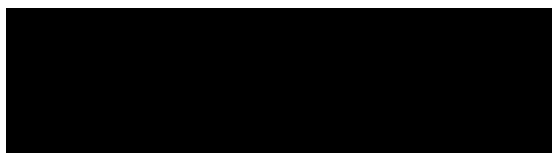


A Duly Authorised Officer



JSW

EXECUTED as a Deed by  
Ruby Homes (East Anglia) Limited  
acting by a director  
in the presence of

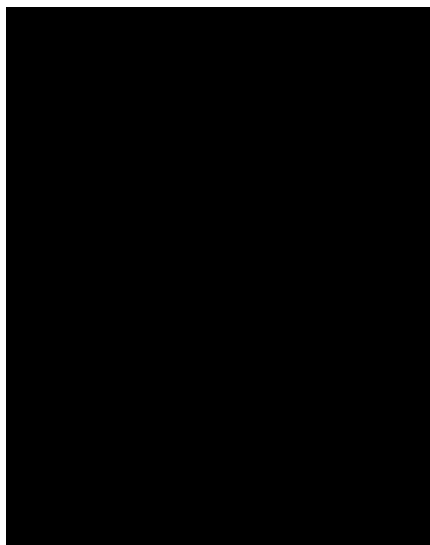


Director

Witness signature

Witness name

Witness address



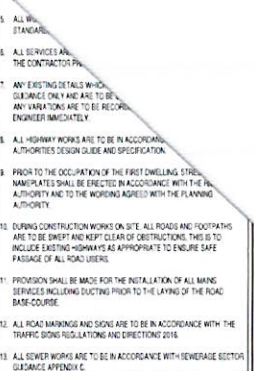
Schedule 1  
Works Drawings

Drawing Title	Drawing No
S278 GENERAL ARRANGEMENT	2110-625-278 C
S278 KERB LAYOUT	2110-625-280 A
HORIZONTAL ALIGNMENT & SETTING OUT	2110-625-281
S278 SITE CLEARANCE	2110-625-282 A
EXISTING CONTOUR PLAN	2110-625-283
S278 CONSTRUCTION DETAILS SHEET 1 1	2110-625-290 A
S278 CONSTRUCTION DETAILS SHEET 2	2110-625-291





Schedule 2

Location	Description of Works
Jacks Green Road, Creeping St Mary	Construction of access bellmouth, including suitable visibility and partial realignment of existing footway/carriageway/verge plus widening of existing footways. Removal of existing dropped kerb and provision of new link path to development





EXISTING UTILITIES AFFECTED BY THE WORKS TO BE PROTECTED/NOTED IN ACCORDANCE WITH THE REQUIREMENTS AND APPROVAL OF THE RELEVANT STATUTORY AUTHORITIES. LOCATION OF EXISTING UNDERGROUND UTILITY SERVICES TO BE CONFIRMED.
REMOVAL OF EXISTING ROAD MARKINGS TO BE DONE SO BY METHODS TO THE SATISFACTION AND APPROVAL OF SUFFOLK COUNTY COUNCIL HIGHWAYS DEPT.
ALL VEGETATION AND CLEARANCE WORKS ARE TO BE IN ACCORDANCE WITH ECOLOGICAL AND ARBORECULTURAL REPORTS
CHECK ALL EXISTING ROAD SIGNS ARE SUITABLY SET BACK FROM ROAD EDGE AND/OR RAISED IN HEIGHT FOR PEDESTRIAN/CYCLIST MOVEMENTS.

ISSUED TO: S. CHANDRA (SHE) LTD (1/1)	DATE: 14/03/20
ISSUED BY: S. CHANDRA (SHE) LTD (SHE) (1/1)	DATE: 14/03/20
FORWARD UNK. DEPT. OFFICE	DATE: 14/03/20
Revision Table	Rev / Rev Date
	
Email To: Registered Branch, Watlington Road, Broughton, Suffolk, IP12 8BQ Tel: 01473 590335      www.ingent.co.uk      email: info@ingent.co.uk	
	
<h1>PRELIMINARY</h1>	
Project: JACK'S GREEN CREEPING ST. MARY	
Drawing Title: S278 HIGHWAY WORKS GENERAL ARRANGEMENT	
Client: RUBY HOMES (EAST ANGLIA) LTD	Date: March 2023
Drawn: DCH	Checked: AP
Designed: DCH	Approved: RGW
	
Project No: 2110-0425	Sheet No: 278C
Scale: 1:200	Size: A4





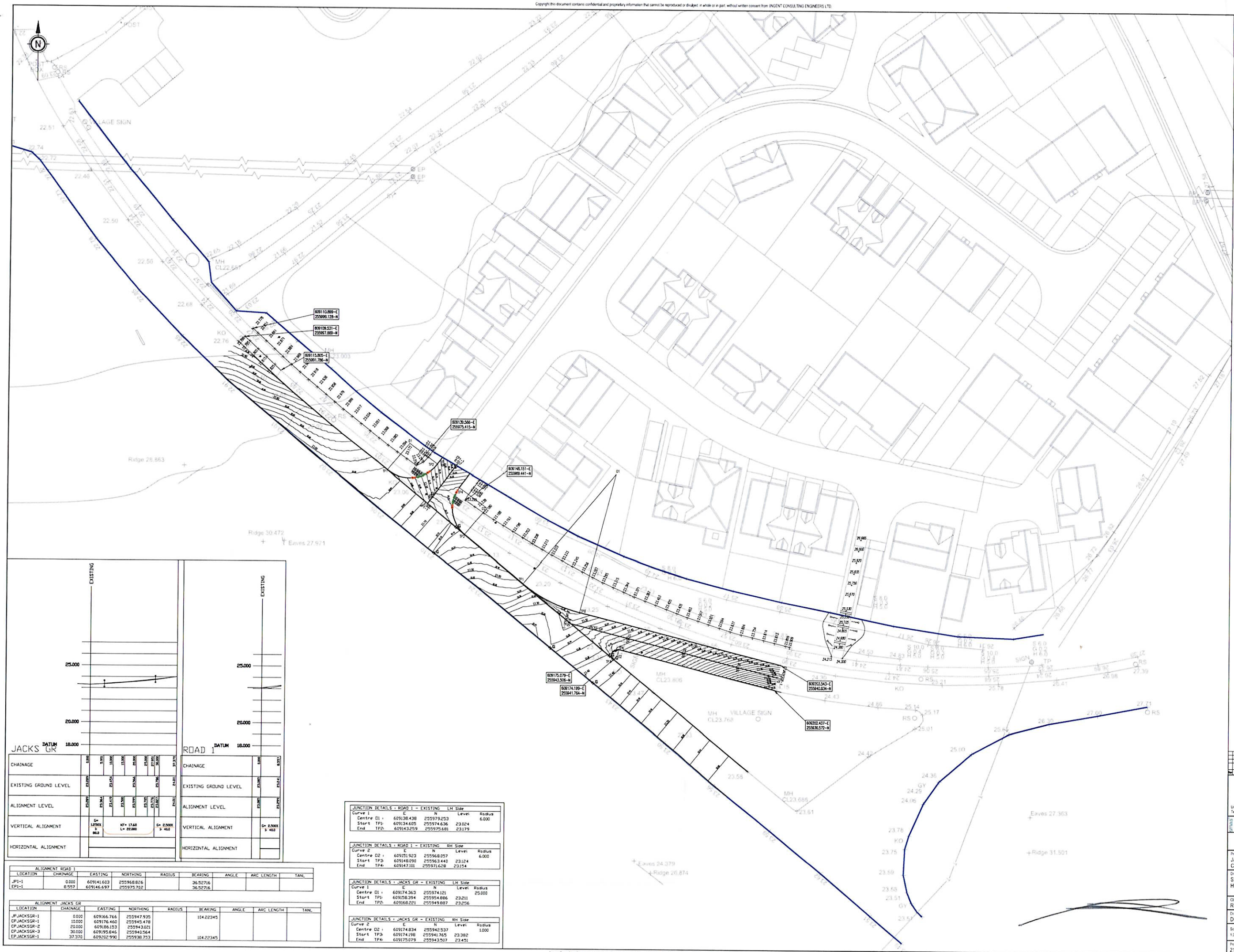
- GENERAL**
1. IN THIS SCALE THIS DRAWING, ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE NOTED. ANY DISCREPANCIES ARE TO BE RECORDED AND REPORTED TO THE ENGINEERS IMMEDIATELY.
  2. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL OTHER ENGINEERS AND ARCHITECTS DRAWINGS AND THE SPECIFICATION.
  3. ALL WORK IS TO BE TO THE SATISFACTION OF THE ENGINEER AND LOCAL AUTHORITY BUILDING CONTROL.
  4. THE CONTRACTOR IS RESPONSIBLE FOR AND MUST TAKE ALL NECESSARY PRECAUTIONS TO ENSURE THE STABILITY OF THE WORKS AT ALL TIMES DURING CONSTRUCTION.
  5. ALL WORKMANSHIP AND MATERIALS ARE TO BE TO CURRENT BRITISH STANDARDS.
  6. ALL SERVICES ARE TO BE LOCATED AND PROTECTED AS NECESSARY BY THE CONTRACTOR PRIOR TO THE COMMENCEMENT OF THE WORKS.
  7. ANY EXISTING DETAILS WHICH ARE SHOWN ON THIS DRAWING ARE FOR CLARIFICATION ONLY AND ARE TO BE CHECKED ON SITE BY THE CONTRACTOR. ANY VARIATIONS ARE TO BE RECORDED AND REPORTED TO THE ENGINEER IMMEDIATELY.
  8. ALL HIGHWAY WORKS ARE TO BE IN ACCORDANCE WITH THE LOCAL AUTHORITY'S DESIGN CODE AND SPECIFICATION.
  9. PRIOR TO THE OCCUPATION OF THE FIRST DWELLING STREET NAMEPLATES SHALL BE ERECTED IN ACCORDANCE WITH THE HIGHWAY AUTHORITY AND TO THE WORKING AGREES WITH THE PLANNING AUTHORITY.
  10. DURING CONSTRUCTION WORKS ON SITE, ALL ROADS AND FOOTPATHS ARE TO BE KEPT CLEAR AND FREE OF OBSTRUCTIONS. THIS IS TO INCLUDE EXISTING HIGHWAYS AS APPROPRIATE TO ENSURE SAFE PASSAGE OF ALL ROAD USERS.
  11. PROVISION SHALL BE MADE FOR THE INSTALLATION OF ALL MAINS SERVICES INCLUDING DUCTING PRIOR TO THE LAYING OF THE ROAD BASE COURSE.
  12. ALL ROAD MARKINGS AND SIGNS ARE TO BE IN ACCORDANCE WITH THE TRAFFIC SIGNS REGULATIONS AND DIRECTIONS 2016.
  13. ALL OTHER WORKS ARE TO BE IN ACCORDANCE WITH SEWERAGE SECTOR GUIDANCE APPENDIX C.

**KERB LAYOUT KEY**

HIGHWAY BOUNDARY	—
LIMIT OF WORKS	—
HALF BATTERED (HB)	—
(100mm x 3) x 13m	—
EDGING (EF) x 13m	—
DROPPER (DK) x 4	—
BULLNOSED (BN) 5.0m x 4	—
PLAYED KERB (PK) x 3m	—

CHECKED TO SHOW SPREAD KINGS ON SPREAD PLANS		AP	15/03/24
Author Name		Drawn	Date
Unit 10 Brightwell Barns, Watlington Road, Brightwell, Suffolk, IP10 0BZ Tel: 01473 598038 — www.ingent.co.uk — email: info@ingent.co.uk			
<b>PRELIMINARY</b>			
Project: JACK'S GREEN, CREETING ST. MARY			
Drawing Title: S278 HIGHWAY WORKS, KERBING LAYOUT			
Client: RUBY HOMES (EAST ANGLIA) LTD		Date: MARCH 2024	
Drawn: DCH	Designed: DCH	Checked: APS	Approved: RGW
Scale: 1:200			
Project No: 2110-625		Drawing No & Revision: 280A	
Size: A0		Date: 15/03/24	





- 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 ENGINEER IMMEDIATELY.
  2. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL OTHER ENGINEERING AND ARCHITECTURAL DRAWINGS AND THE SPECIFICATION.
  3. ALL WORK IS TO BE TO THE SATISFACTION OF THE ENGINEER AND LOCAL AUTHORITY BUILDING CONTROL.
  4. THE CONTRACTOR IS RESPONSIBLE FOR AND MUST TAKE ALL NECESSARY PRECAUTIONS TO ENSURE THE STABILITY OF THE WORKS AT ALL TIMES DURING CONSTRUCTION.
  5. ALL WORKMANSHIP AND MATERIALS ARE TO BE TO CURRENT BRITISH STANDARDS.
  6. ALL SERVICES ARE TO BE LOCATED AND PROTECTED AS NECESSARY BY THE CONTRACTOR PRIOR TO THE COMMENCEMENT OF THE WORKS.
  7. ANY EXISTING DETAILS WHICH ARE SHOWN ON THIS DRAWING ARE FOR GUIDANCE ONLY AND ARE TO BE CHECKED ON SITE BY THE CONTRACTOR. ANY VARIATIONS ARE TO BE RECORDED AND REPORTED TO THE ENGINEER IMMEDIATELY.
  8. ALL HIGHWAY WORKS ARE TO BE IN ACCORDANCE WITH THE LOCAL AUTHORITY DESIGN GUIDE AND SPECIFICATION.
  9. PRIOR TO THE OCCUPATION OF THE FIRST DWELLING STREET, MANIPULATED SHALL BE ERECTED IN ACCORDANCE WITH THE HIGHWAY AUTHORITY AND TO THE WORKING AGREEMENT WITH THE PLANNING AUTHORITY.
  10. DURING CONSTRUCTION WORKS ON SITE, ALL ROADS AND FOOTPATHS ARE TO BE SWEEPED AND KEPT CLEAR OF OBSTRUCTIONS. THIS IS TO INCLUDE EXISTING HIGHWAYS AS APPROPRIATE TO ENSURE SAFE PASSAGE OF ALL ROAD USERS.
  11. PROVISION SHALL BE MADE FOR THE INSTALLATION OF ALL MAIN SERVICES INCLUDING ELECTRIC PRIOR TO THE LAYING OF THE ROAD BASE COURSE.
  12. ALL ROAD MARKINGS AND SIGNS ARE TO BE IN ACCORDANCE WITH THE TRAFFIC SIGNS REGULATIONS AND DIRECTIONS 2016.
  13. ALL SEWER WORKS ARE TO BE IN ACCORDANCE WITH SEWERAGE SECTOR GUIDANCE APPENDIX E.

JACKS DATUM		ROAD 1 DATUM	
CHAINAGE	EXISTING	CHAINAGE	EXISTING
EXISTING GROUND LEVEL		EXISTING GROUND LEVEL	
ALIGNMENT LEVEL		ALIGNMENT LEVEL	
VERTICAL ALIGNMENT		VERTICAL ALIGNMENT	
HORIZONTAL ALIGNMENT		HORIZONTAL ALIGNMENT	

ALIGNMENT ROAD 1							
LOCATION	CHAINAGE	EASTING	NORTHING	RADIUS	BEARING	ANGLE	ARC LENGTH
JP1-1	0.000	609141.603	255968.826		36.52716		
EP1-1	8.557	609146.697	255975.732		36.52716		

ALIGNMENT JACKS GR							
LOCATION	CHAINAGE	EASTING	NORTHING	RADIUS	BEARING	ANGLE	ARC LENGTH
JP JACKS GR-1	0.000	609166.766	255947.935		104.22345		
CP JACKS GR-1	10.000	609176.460	255943.418				
CP JACKS GR-2	20.000	609186.153	255943.021				
CP JACKS GR-3	30.000	609195.846	255943.564				
EP JACKS GR-1	37.370	609202.990	255938.753		104.22345		

JUNCTION DETAILS - ROAD 1 - EXISTING LH Side							
Curve 1	E	N	Level	Radius			
Centre O1:	609138.438	255979.253		6.000			
Start TPI:	609134.625	255974.636	23.024				
End TPI:	609142.259	255975.681	23.179				

JUNCTION DETAILS - ROAD 1 - EXISTING RH Side							
Curve 2	E	N	Level	Radius			
Centre O2:	609151.923	255968.257		6.000			
Start TPI:	609148.095	255963.449	23.124				
End TPI:	609147.101	255971.628	23.154				

JUNCTION DETAILS - JACKS GR - EXISTING LH Side							
Curve 1	E	N	Level	Radius			
Centre O1:	609174.363	255974.121		25.000			
Start TPI:	609158.394	255954.886	23.211				
End TPI:	609168.221	255949.887	23.256				

JUNCTION DETAILS - JACKS GR - EXISTING RH Side							
Curve 2	E	N	Level	Radius			
Centre O2:	609174.834	255942.537		1.000			
Start TPI:	609174.198	255941.765	23.382				
End TPI:	609175.079	255943.507	23.451				

**INGENT**  
CONSULTING ENGINEERS  
Unit 10 Binglefield Barn, Watlington Road, Binglefield, Suffolk, IP10 0BJ  
Tel: 01473 518038 — www.ingent.co.uk — email: info@ingent.co.uk

**worksafe** **SSIP** **COMS**

**PRELIMINARY**

Project: JACK'S GREEN CRETING ST. MARY  
Drawing Title: S278 HIGHWAY WORKS HORIZONTAL ALIGNMENT & SETTING OUT

Client: RUBY HOMES (EAST ANGLIA) LTD Date: 14/03/2023  
Drawn: DCH Designed: DCH Checked: APS Approved: RGW  
Scale: 1:200  
Project No: 2110-625 Drawing No & Revision: 231 Scale: A0



- GENERAL**
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  9. PRIOR TO THE OCCUPATION OF THE FIRST DWELLING STREET MANIPULATED SHALL BE DIRECTED IN ACCORDANCE WITH THE HIGHWAY AUTHORITY AND TO THE WORKING AGREED WITH THE PLANNING AUTHORITY.
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  11. PROVISION SHALL BE MADE FOR THE INSTALLATION OF ALL MAINS SERVICES INCLUDING DUCTING PRIOR TO THE LAYING OF THE ROAD BASE COURSE.
  12. ALL ROAD MARKINGS AND SIGNS ARE TO BE IN ACCORDANCE WITH THE TRAFFIC REGULATION AND ORDERING ACTS 1988.
  13. ALL SEWER WORKS ARE TO BE IN ACCORDANCE WITH SEWERAGE SECTOR GUIDANCE APPENDIX C.

**SITE CLEARANCE KEY**

HIGHWAY BOUNDARY	
BREAKOUT EXISTING FOOTWAY/VEHICLE CROSSOVER - 5m	
CLEARAWAY EXISTING MIXED TOP SOILS - 50mm	
BREAKOUT EXISTING CARRIAGEWAY - 10m	
EXISTING FOOTWAY CARRIAGEWAY SURFACING TO BE PLACED OFF AND RESURFACED - 60mm	
BREAKOUT EXISTING KERBS - 10m (LENGTH)	
BREAKOUT EXISTING EXISTING KERBS - 12m (LENGTH)	

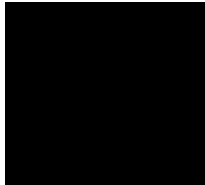
EXISTING UTILITIES AFFECTED BY THE WORKS TO BE PROTECTED/ADOPTED IN ACCORDANCE WITH THE REQUIREMENTS AND APPROVAL OF THE RELEVANT STATUTORY AUTHORITIES. LOCATION OF EXISTING UNDERGROUND UTILITY SERVICES TO BE CONFIRMED.

REMOVAL OF EXISTING ROAD MARKINGS TO BE DONE SO BY METHODS TO THE SATISFACTION AND APPROVAL OF SUFFOLK COUNTY COUNCIL HIGHWAYS DEPT.

ALL MITIGATION AND CLEARANCE WORKS ARE TO BE IN ACCORDANCE WITH ECOLOGICAL AND ARBORICULTURAL REPORTS.

Unit 10 Bighelm Barns, Walsingham Road, Bighelm, Suffolk, IP10 0BL Tel: 01473 598038 www.ingent.co.uk email: info@ingent.co.uk	
<b>PRELIMINARY</b>	
Project: JACK'S GREEN CREEPING ST. MARY	
Drawing Title: S278 HIGHWAY WORKS SITE CLEARANCE	
Client:	Date: MARCH 2023
Drawn: DCH	Designed: DCH
Checked: APS	Approved: RGV
Scale: 1:200	
Project No: 2110-625	Drawing No & Revision: 282A
Size: A0	





- |                                                                                                                                                                           |  |                                                                                       |  |                                                                                       |  |                                                    |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------|--|----------------------------------------------------|--|
|                                                                                                                                                                           |  |                                                                                       |  |                                                                                       |  |                                                    |  |
|                                                                                                                                                                           |  |                                                                                       |  |                                                                                       |  |                                                    |  |
|                                                                                                                                                                           |  | Revision                                                                              |  | Date                                                                                  |  | By                                                 |  |
|                                                                                                                                                                           |  |                                                                                       |  |                                                                                       |  |                                                    |  |
|  <h1 style="display: inline; margin-left: 10px;">INGENT</h1><br>CONSULTING ENGINEERS |  |                                                                                       |  |                                                                                       |  |                                                    |  |
| Unit 10 Regent Barns, Watlington Road, Englefield, Suffolk, IP20 9BU<br>Tel: 01273 350553 — www.ingent.co.uk — email: info@ingent.co.uk                                   |  |                                                                                       |  |                                                                                       |  |                                                    |  |
|                                                                                      |  |  |  |  |  | <a href="http://www.coms.co.uk">www.coms.co.uk</a> |  |
| <h1 style="text-align: center;">PRELIMINARY</h1>                                                                                                                          |  |                                                                                       |  |                                                                                       |  |                                                    |  |
| Project:<br>JACK'S GREEN<br>CREETING ST MARY                                                                                                                              |  |                                                                                       |  |                                                                                       |  |                                                    |  |
| Drawing Title:<br>S278 HIGHWAY WORKS<br>EXISTING CONTOUR PLAN                                                                                                             |  |                                                                                       |  |                                                                                       |  |                                                    |  |
| Client:<br>GUYT HOMES (EAST ANGLIA) LTD                                                                                                                                   |  |                                                                                       |  | Date:<br>MARCH 2023                                                                   |  |                                                    |  |
| Drawn:<br>COWH                                                                                                                                                            |  | Designed:<br>COWH                                                                     |  | Checked:<br>APS                                                                       |  | Approved:<br>RGW                                   |  |
|                                                                                      |  |                                                                                       |  | Drawing No & Revision:<br>Z83                                                         |  |                                                    |  |
| Project No:<br>2110-625                                                                                                                                                   |  |                                                                                       |  | Site:<br>SA/0                                                                         |  |                                                    |  |



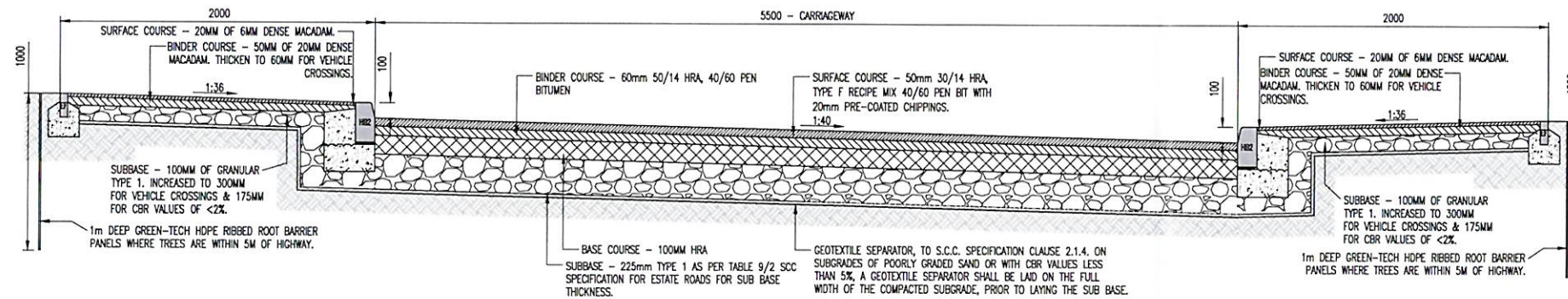
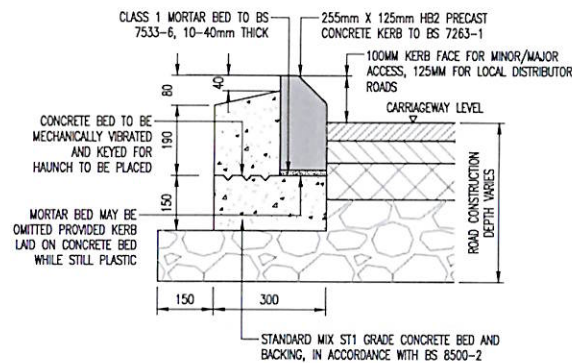
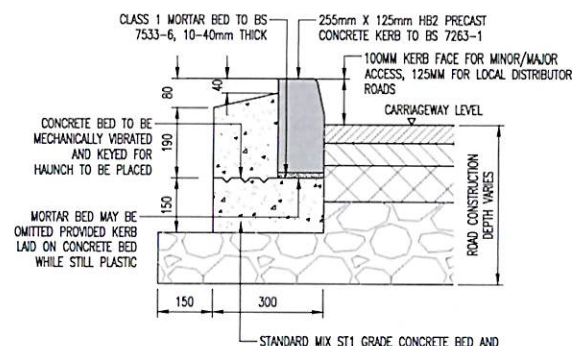
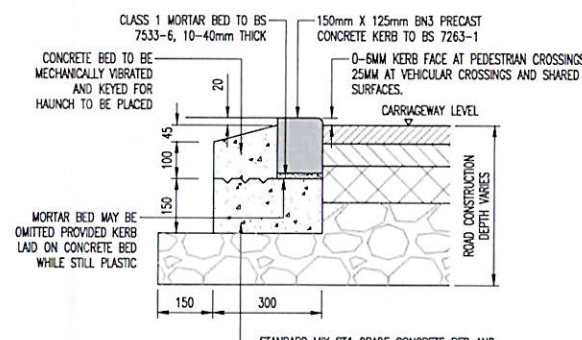
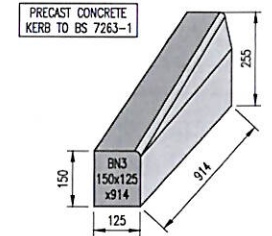
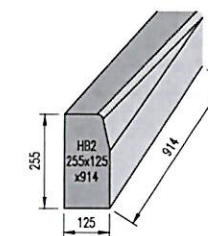
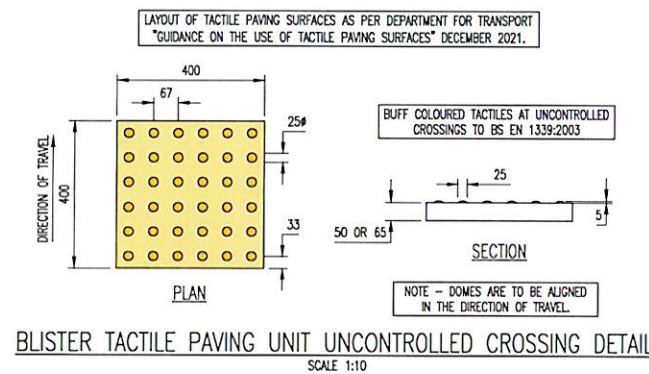
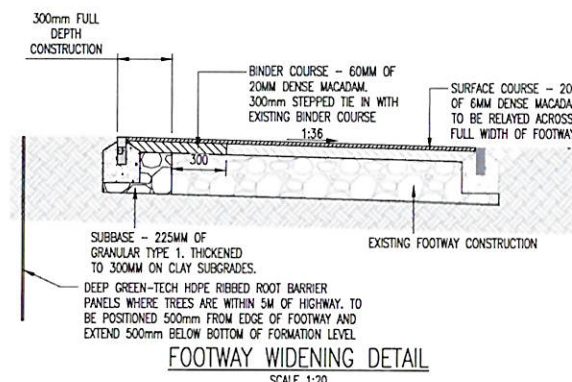
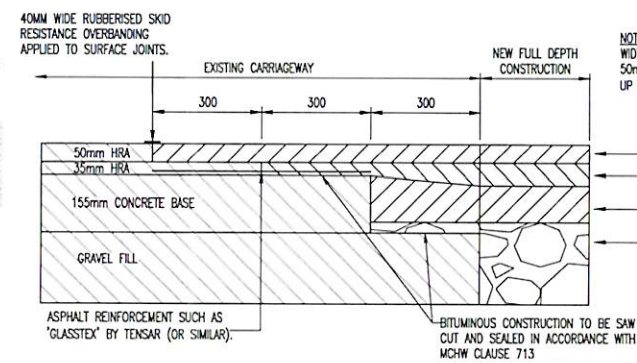
TYPICAL SECTION THROUGH FLEXIBLE MINOR ACCESS ROAD (CROSSFALL)  
SCALE 1:20

TABLE 9.2 DEPTH OF PAVEMENT COURSES

SUFFOLK COUNTY COUNCIL SPECIFICATION FOR ESTATE ROADS

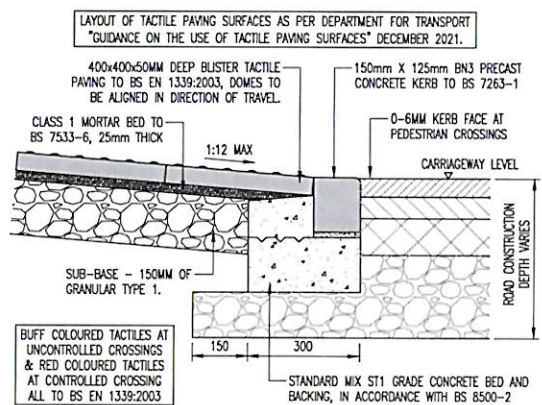
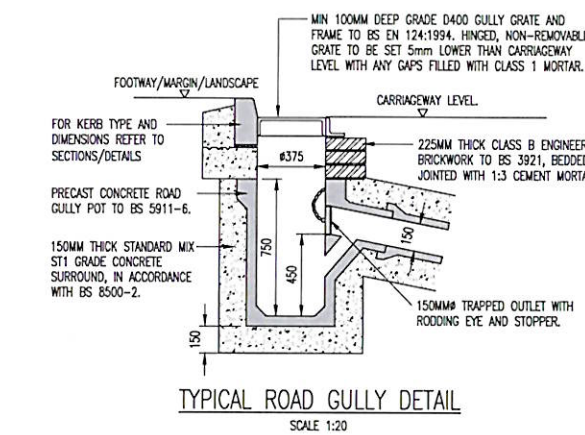
TYPE OF ROAD	DEPTH OF SUB BASE FOR CBR VALUES (mm)					BASE COURSE DEPTH (mm)		SURFACING DEPTH (mm)	
	<2%	2%	3%	4%	5%+	HRA/DBM	LEAN CONC.	BINDER COURSE	SURFACE COURSE
SHARED SURFACE ROAD	SEE NOTE 3	370	280	225	225	80 HRA 100 DBM	-----	80mm THK CONCRETE BLOCKS ON 35mm SAND	
MINOR ACCESS ROAD	SEE NOTE 3	420	320	250	225	100 HRA 120 DBM	130	60 HRA 60 HRA 50 HRA	50 HRA 50 HRA 50 HRA
MAJOR ACCESS ROAD	SEE NOTE 3	450	340	270	225	130 HRA 150 DBM	140	60 HRA 50 HRA 50 HRA	50 HRA 50 HRA 50 HRA
LOCAL DISTRIBUTOR ROAD	SEE NOTE 3	500	380	300	225	150 HRA 170 DBM	180	70 HRA 50 HRA 50 HRA	50 HRA 50 HRA 50 HRA

NOTES:  
 1. WHERE THE SUBGRADE IS FROST SUSCEPTIBLE, THE SUB-BASE DEPTH SHALL BE INCREASED TO PROVIDE A MINIMUM CONSTRUCTION DEPTH OF 450MM.  
 2. SUBGRADES OF POORLY GRADED SAND OR WITH CBR VALUES LESS THAN 5%, A GEOTEXTILE SEPARATOR SHALL BE LAID ON THE FULL WIDTH OF THE COMPACTED SUBGRADE PRIOR TO SPREADING THE SUB-BASE. CLAUSE 2.1.4  
 3. WHERE CBR VALUES ARE <2%, SPECIAL MEASURES WILL APPLY, ANY AREAS FOUND TO BE LESS THAN 2% THE ENGINEER MUST BE CONSULTED. CLAUSE 2.1.3  
 4. FOR CONCRETE BASE COURSE TO BE CONSTRUCTED LEAN CONCRETE MUST BE A CONTINUOUS OPERATION AND SHALL BE IN EXCESS OF 200m IN LENGTH OF FULL WIDTH CARRIAGEWAY. CLAUSE 9.5.1  
 5. BASE COURSE LAYER IS REQUIRED TO BE INCREASED BY 20mm IN DESIGN THICKNESS TO ALLOW FOR ON-SITE CONSTRUCTION TRAFFIC. CLAUSE 8.3.3  
 6. ALL WORKS ARE TO BE TO THE SUFFOLK COUNTY COUNCIL 'SPECIFICATION FOR ESTATE ROADS' MAY 2007.

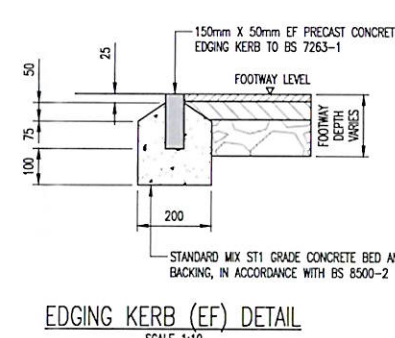
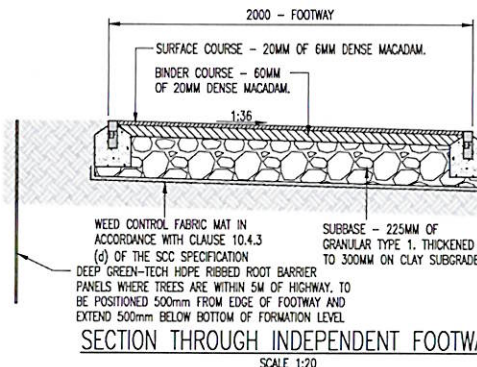
SPRAYED KERB (SP2) DETAIL  
SCALE 1:10HALF-BATTERED KERB (HB2) DETAIL  
SCALE 1:10BULL-NOSE KERB (BN3) DETAIL  
SCALE 1:10DROPPER KERB (DL1) LEFT  
SCALE 1:10DROPPER KERB (DR1) RIGHT  
SCALE 1:10BLISTER TACTILE PAVING UNIT UNCONTROLLED CROSSING DETAIL  
SCALE 1:10FOOTWAY WIDENING DETAIL  
SCALE 1:20ACCESS TIE-IN DETAIL (FLEXIBLE)  
SCALE 1:20

REF: MCHW VOLUME 3 SECTION 1, DRAWING NO. C7/1 - TRANSITION FROM RIGID URC OR JRC TO FLEXIBLE CONSTRUCTION

NOTE: WIDTH OF TIE-IN EXTENDED TO INCLUDE 50mm SURFACE COURSE PLANE AND INLAY UP TO CENTRELINE OF JACK'S GREEN ROAD.

TYPICAL TIE-IN DETAIL TO EXISTING FOOTWAY CONSTRUCTION  
SCALE 1:10TYPICAL SECTION THROUGH PEDESTRIAN CROSSING  
SCALE 1:20TYPICAL ROAD GULLY DETAIL  
SCALE 1:20

GULLY NOTES  
 1. GULLY GRATING AND FRAME TO BS EN124. REFER TO SCC SPECIFICATION FOR ESTATE ROADS CLAUSE 7.13.4  
 2. GULLY FRAME TO BE SET ON 10-20mm THICK CLASS 1 CEMENT MORTAR BED TO CLAUSE 2404 (MCHW VOLUME 1).  
 3. BRICKWORK - MIN. ONE AND NOT MORE THAN THREE COURSES OF CLASS B ENGINEERING BRICKWORK LAID SQUARE. CHANGE IN PROFILE FROM SQUARE TO CIRCULAR TO BE SHAPED IN CLASS 1 MORTAR.  
 4. WHERE THE GULLY CONNECTION PIPE PASSES UNDER THE CARRIAGEWAY THE INVERT OF THE PIPE AT THE OUTLET SHALL BE SET AT LEAST 175mm BELOW FORMATION LEVEL. THE INVERT SHALL BE AT LEAST 315mm BELOW THE TOP OF THE SUB-BASE.  
 5. NOTES 3 & 4. WHERE THE TOTAL ROAD CONSTRUCTION DEPTH EXCEEDS 450mm AND THE GULLY CONNECTION PIPE PASSES UNDER THE CARRIAGEWAY UP TO 5 COURSE OF BRICKWORK ARE PERMITTED.

EDGING KERB (EF) DETAIL  
SCALE 1:10SECTION THROUGH INDEPENDENT FOOTWAY  
SCALE 1:20

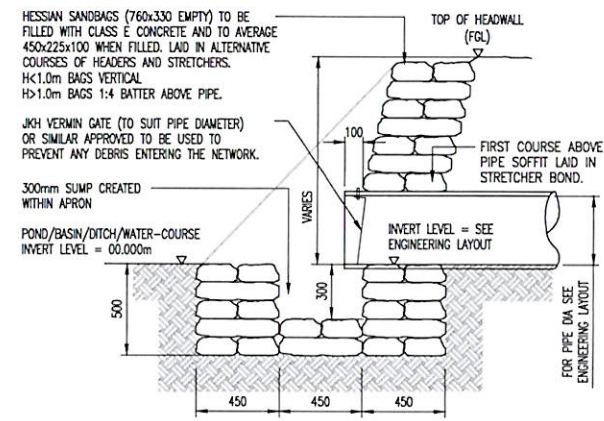
INGENT CONSULTING ENGINEERS  
 Unit 10 Brightwell Barrs, Walsingham Road, Brightwell, Suffolk, IP10 0BJ.  
 Tel: 01473 598038 www.ingent.co.uk email: info@ingent.co.uk

worksafe consultant SSIP CQMS

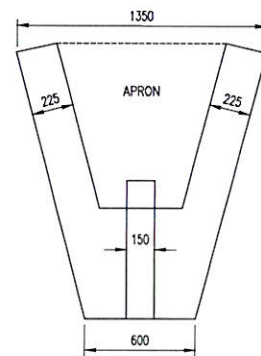
PRELIMINARY

Project: JACK'S GREEN CREEPING ST. MARY  
 Drawing Title: S278 HIGHWAY WORKS CONSTRUCTION DETAILS SHEET 1  
 Client: RUBY HOMES (EAST ANGLIA) LTD Date: MARCH 2023  
 Drawn: APS Designed: APS Checked: RGW Approved: RGW  
 Scale: As Shown  
 Project No: 2110-625 Drawing No & Revision: 290A Size: A1





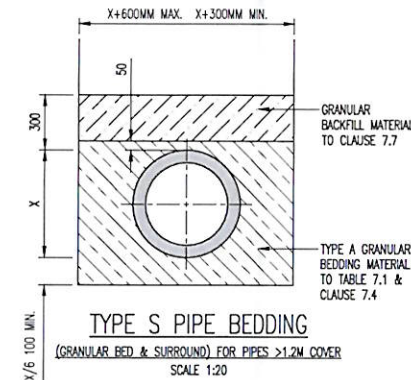
BAGGED HEADWALL DITCH OUTFALL  
SCALE 1:20



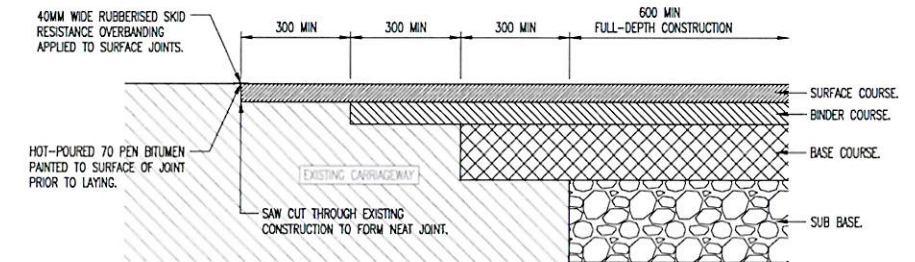
BAGGED HEADWALL DITCH OUTFALL  
PLAN VIEW  
SCALE 1:20

TABLE 7.1

PIPE DIAMETER (mm)	SINGLE SIZED AGGREGATE (mm) TO BS: 882
LESS THAN 150mm	10
INCLUDING 150mm UP TO 300mm	10 OR 14
INCLUDING 300mm UP TO 525mm	14 OR 20
INCLUDING 525mm AND ABOVE	14, 20 OR 40



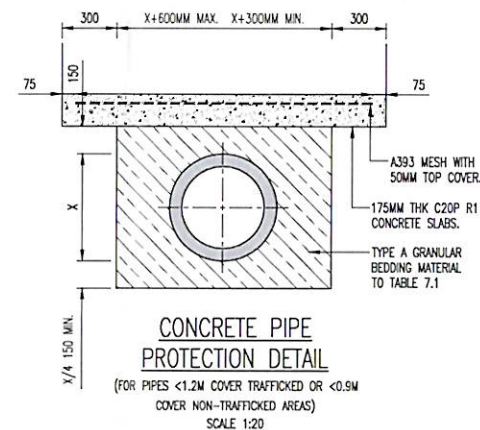
TYPE S PIPE BEDDING  
(GRANULAR BED & SURROUND) FOR PIPES >1.2M COVER  
SCALE 1:20



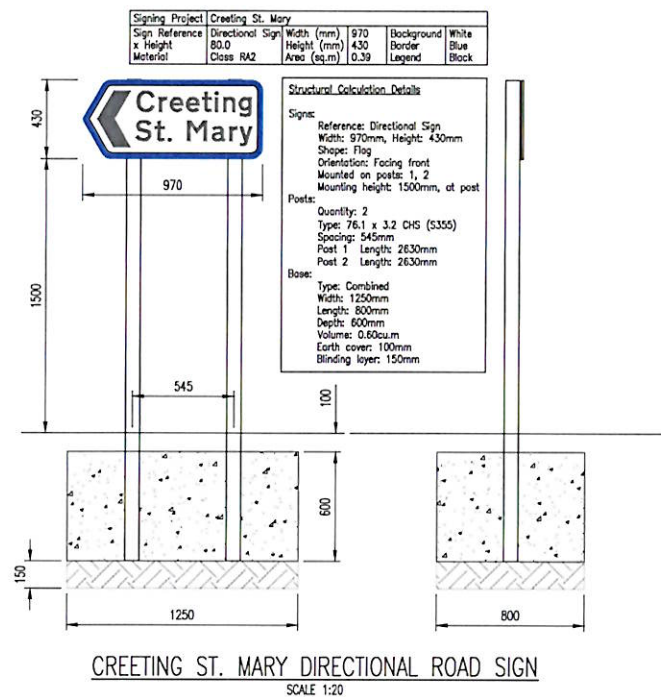
TYPICAL CARRIAGEWAY TIE-IN TO EXISTING CARRIAGEWAY DETAIL  
SCALE 1:10

TABLE 7.1

PIPE DIAMETER (mm)	SINGLE SIZED AGGREGATE (mm) TO BS: 882
LESS THAN 150mm	10
INCLUDING 150mm UP TO 300mm	10 OR 14
INCLUDING 300mm UP TO 525mm	14 OR 20
INCLUDING 525mm AND ABOVE	14, 20 OR 40



CONCRETE PIPE PROTECTION DETAIL  
(FOR PIPES <1.2M COVER TRAFFICKED OR <0.9M COVER NON-TRAFFICKED AREAS)  
SCALE 1:20



CREETING ST. MARY DIRECTIONAL ROAD SIGN  
SCALE 1:20

Revision Notes		Drawn	Checked	Date
<p>Unit 10 Brightwell Barns, Waldringfield Road, Brightwell, Suffolk, IP10 0BJ. Tel: 01473 598038 --- www.ingent.co.uk --- email: info@ingent.co.uk</p>				
<p>worksafe consultant SSIP CEMs</p>				
<p>PRELIMINARY</p>				
<p>Project: JACK'S GREEN CREETING ST. MARY</p>				
<p>Drawing Title: S278 HIGHWAY WORKS CONSTRUCTION DETAILS SHEET 2</p>				
Client: RUBY HOMES (EAST ANGLIA) LTD		Date: JAN 2024		
Drawn: JH	Designed: JH	Checked: APS	Approved: RGW	
Scale: As Shown				
Project No: 2110-625	Drawing No & Revision: 291		Size: A1	

**Schedule 3**

Bond Agreement

DATED \_\_\_\_\_ 2024

RUBY HOMES (EAST ANGLIA) LIMITED (1)

- and -

TRYG GARANTI (2)

---

PERFORMANCE BOND

relating to the development of land at Jack Greens Road, Creeting St. Mary, Suffolk

---

**BY THIS BOND RUBY HOMES (EAST ANGLIA) LIMITED** of 80 Compair Crescent, Ipswich, Suffolk, United Kingdom, IP2 0EH ("the Developer") and **TRYG GARANTI** of Beaumont Business Centre (City Tower), 40 Basinghall Street, London EC2V 5DE ("the Surety") are held and firmly bound to **SUFFOLK COUNTY COUNCIL** of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX ("the County Council") in the sum of £25,025.00 (twenty-five thousand and twenty-five pounds) 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 twenty-four

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

The COMMON SEAL of	)
RUBY HOMES (EAST ANGLIA)	)
LIMITED	
was hereunto affixed	)
in the presence of	)

Director

Secretary

EXECUTED AS A DEED by TRYG GARANTI

in the presence of:

Director:

Director/Secretary: