

2

4A Tollymore Road  
Newcastle  
Co Down

Southern Division  
Rathkeltair House  
Market Street  
DOWNPATRICK  
BT30 6AJ

Our ref: R313  
16 January 14

Telephone: 028 44 618000  
Fax: 028 44 618154

Dear Sir

**THE PRIVATE STREETS (NORTHERN IRELAND) ORDER 1980  
DEVELOPMENT AT WOODVALE BURRENWOOD RD CASTLEWELLAN**

Please find enclosed herewith a copy of the Adoption Certificate and Declaration in respect of the above development.

The Surety National House Building Council has been requested to cancel the road bond detailed below.

<b>ROAD AGREEMENT DATED</b>	<b>ORIGINAL AMOUNT</b>
02 January 1998	£29,000

Yours faithfully

Authorised Officer

Ref No: R313

**DEPARTMENT FOR REGIONAL DEVELOPMENT**

**PRIVATE STREETS (NORTHERN IRELAND) ORDER 1980  
ARTICLE 32 - CERTIFICATE OF COMPLETION OF STREETS**

**DEVELOPMENT AT WOODVALE BURRENWOOD RD CASTLEWELLAN**

**Applicant:**

**DESCRIPTION OF STREET: WOODVALE BURRENWOOD RD  
CASTLEWELLAN**

**and**

**PLAN REFERENCE No. R313**

The Department hereby certifies as provided in Article 32(1)(b) of the Private Streets (Northern Ireland) Order 1980 that the street described above has been completed in accordance with an Agreement made 02 January 1998 between the Department and Donald King T/A King Construction under Article 32 of the Order and has been maintained for at least 12 months and the terms and conditions of the Agreement have been duly complied with.

Signed \_\_\_\_\_  
(Authorised Officer)

16 January 14

Ref No: R313

**DEPARTMENT FOR REGIONAL DEVELOPMENT**

**THE PRIVATE STREETS (NORTHERN IRELAND) ORDER 1980 AS  
AMENDED BY THE PRIVATE STREETS (AMENDMENT) (NORTHERN  
IRELAND) ORDER 1992**

**ARTICLE 8 ADOPTION OF STREETS PROVIDED UNDER ARTICLE 32  
AGREEMENT**

**DECLARATION**

**DEVELOPMENT AT WOODVALE BURRENWOOD RD CASTLEWELLAN**

**DESCRIPTION OF STREET WOODVALE BURRENWOOD RD  
CASTLEWELLAN**

and

**PLAN REFERENCE No. R313**

WHEREAS a certificate as provided for in paragraph (1)(b) of Article 32 of the Private Streets (Northern Ireland) Order 1980 has been issued that the street described above has been completed in accordance with an agreement under Article 32 of the Order; and

WHEREAS the Department is satisfied that the requirement (if any) attached to the determination under Article 3(1) of the said Order has been complied with.

NOW THEREFORE the Department in exercise of the powers conferred on it by Article 8 of the Order hereby declares the street to be a public road.

Signed \_\_\_\_\_

(Authorised Officer)

16 January 14

# ADOPTION DRAWING

REF. R313 / R313/1

Adoption Date: 16 January 14



KING CONSTRUCTION  
"WOODVALE", CASTLEWELLAN  
"AS CONSTRUCTED" SITE LAYOUT  
DATE: 18-12-13 SCALE 1:1250

**DEPARTMENT FOR INFRASTRUCTURE  
THE PRIVATE STREETS (NORTHERN IRELAND) ORDER 1980 AS  
AMENDED BY THE PRIVATE STREETS (AMENDMENT) (NORTHERN  
IRELAND) ORDER 1992**

**DEVELOPMENT AT WOODVALE BURRENWOOD RD CASTLEWELLAN**

**STAGE 02**

Dated this 27<sup>th</sup> day of NOVEMBER 2019

**The Department for Infrastructure**

and

 **KCD HOMES LTD** <sup>Limited</sup>

**ARTICLE 3(4C) AGREEMENT**

**FOR THE CONSTRUCTION OF ROAD IMPROVEMENT WORKS AT  
Woodvale Burrenwood Rd Castlewellan**

AN AGREEMENT made the 27<sup>th</sup> day of ~~NOVEMBER~~ 2019 between The Department for Infrastructure of Clarence Court, Belfast, BT2 8GB (hereinafter called "the Department") which expression shall where the context so admits include its successors in title of the one part and KCD HOMES LTD having its registered office at 4A TOLLYMORE ROAD NEWCASTLE BT33 0JL (hereinafter called "the Developer") which expression shall where the context so admits include its successors in title of the other part.

WHEREAS:-

J.K.

- (a) The Developer is desirous of developing a Housing development at Woodvale Burrenwood Rd Castlewellan .
- (b) The Department has exercised its street planning functions in relation to the said proposed development on Plan (ref R313/2A) determined on 28/01/2019 under Planning Application LA07/2015/0103/F.
- (c) To comply with the requirements of the attachment to the determination under the said street planning functions the Developer requires to improve WOODVALE BURRENWOOD RD CASTLEWELLAN with the provision of the works as detailed in the first schedule.
- (d) The Department has agreed with the Developer to assist the Developer to satisfy the requirements of the said street planning functions determination in manner hereinafter appearing.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:-

1.0 For the purpose only of enabling the Developer to carry out the said works referred to in paragraph (c) which works are more particularly described in the First Schedule hereto (and are hereinafter referred to as "the Works") and for no other purpose whatsoever the Department agrees that the Developer shall have licence and authority to enter from such date as the Developer shall have notified the Department as being the date on which it intends to enter the site such date to be within 6 weeks from the date of this Agreement (hereinafter called "Date of Entry") all that plot of land (hereinafter called "the Site") and is more particularly described in the Second Schedule hereto and is delineated and edged blue on the site plan annexed hereto.

2.0 The Developer hereby agrees with the Department as follows:-

2.1 Forthwith at its own expense to take such steps as shall be necessary to obtain the consent of the proper authorities (other than the Department as highway authority) before the Date of Entry for laying out the Works in accordance with plans and specifications to be provided or approved by the Department as highway authority before the Date of Entry and shall as soon as practicable and in any case before the Date of Entry obtain the approval of the said authorities (other than the Department as highway authority) to the said plans and specifications.

2.2 Within 6 months from the Date of Entry to commence the Works and subject to such extensions as the Developer may require in respect of delays properly certified by the Developer's Project Manager, who shall be a Chartered Engineer, (hereinafter called "the Project Manager") and agreed by the Department under the "NEC ECC" Conditions of Contract between the Developer and its contractor to complete at its own expense in accordance with the approved plans and specifications the laying out and the construction of

the Works as aforesaid to the reasonable satisfaction of the Department and of the said authorities and to remedy any defects arising in the same for a period of 12 calendar months from the date of completion of the Works as decided by the Project Manager (hereinafter called "the Remedy Period") (the Developer being responsible in respect of all damages to the Works arising from the failure of the Developer to have completed the Works properly in accordance with this Agreement but not otherwise) until liability for the maintenance of same is accepted by the Department in accordance with Clause 4 hereof as highway authority for maintenance at the public expense and in respect of the Works to secure due performance by a cash bond (or by any other means acceptable to the Department) in the sum of £8000.00 (the estimated cost of the Works) and in such manner as shall be approved by the Department, the bond to continue for the duration of the Remedy Period, such approval not to be unreasonably withheld or delayed. Provided always that the Department will at the request of the Developer authorise any proper and necessary amendment of the approved plans and specifications as is compatible with effecting the carrying out of the Works such authorisation not to be unreasonably withheld or delayed and such amendment shall be recorded by a memorandum annexed thereto. The Department may at the request of the Developer agree to a reduction in the amount secured on completion of any part of the said Works. Supervision of the Works shall be carried out to the reasonable satisfaction of the Department by the Project Manager. Before the construction of the Works commences, the Developer shall nominate someone experienced in road construction to be the Project Manager and, on the nomination being approved by the Department such approval not to be unreasonably withheld or delayed shall appoint such person as the Project Manager.

2.3 That the Developer shall for the purpose hereof and at its own cost;

- a. give all necessary notices required under any orders or regulations relating to the Works;
- b. execute the Works under the general inspections and to the reasonable satisfaction of the Department;
- c. pay all proper and reasonable claims for the fees, charges and other payments whatsoever which during the progress of the Works may become legally payable or lawfully demanded by the Department in discharge of its statutory or other functions or by any public utility or undertaking in respect of such works or of anything done under this Agreement;
- d. provide evidence of its insurance indemnity against all legal liability for Article 3(4C) works.

2.4 Not without the consent in writing of the Department to build, erect, construct or place or permit or suffer to be built, erected, constructed or placed on the Site any building, structure, erection or works (other than the Works) or any exterior sign or advertisement of any kind save for temporary site accommodation structures and without such consent aforesaid not at any time to make any alterations or additions to the Works or change their design. Traffic Police are to be informed of the temporary measures to deal with the management of traffic while the Works are being constructed. The Department's approval in these measures is required. A copy of a Traffic Management Plan should be forwarded to the relevant Private Streets Section so that we can forward this to our Section Offices as and when required.

2.5 That the Department's officers, agents and servants and other authorised persons shall have the right at all times to enter upon the Site and the Works to view the state of progress of the same and to inspect and test the material and workmanship for the purpose of ascertaining generally that the agreements, conditions and stipulations herein contained have been and are being duly observed and performed. But (save in the case of danger to the

public) shall give no instruction and shall make no representation other than to the Developer or its representative who shall be nominated in writing and who shall be reasonably available and such instruction or representation shall be confirmed by the Department forthwith in writing.

2.6 Not to sell or dispose of any materials, earth, clay, gravel, chalk or sand from the Site or to suffer any of the same to be removed except insofar as shall be necessary for the execution of the Works provided nevertheless that the Developer may use for the purpose of the Works any of the aforementioned substances which may be excavated in the proper execution of such works but shall not at any time deposit or make up or manufacture upon the Site any building or other materials except such as shall be actually required for the Works in accordance with this Agreement.

2.7 That as soon as the Works herein shall be completed at the Developers expense forthwith to remove from the Site and the adjoining lands, roads and footpaths all temporary buildings and other materials employed in carrying out the Works and also to remove all rubbish whatsoever.

2.8 Not to assign, underlet or otherwise part with the whole or any part of their interest or possession under this Agreement without the consent of the Department such consent not to be unreasonably withheld. Save that the Developer shall be entitled to licence any contractor or sub-contractor approved by the Department such approval not to be unreasonably withheld or delayed to enter the Site to carry out the Works and that the Developer shall be entitled to assign the benefit of this Agreement to any good and solvent funding institution providing finance for the Works and/or the proposed development and notified by the Developer to the Department.

2.9 To indemnify and keep indemnified the Department from and against all legal liability in respect of loss, damage, actions, proceedings, suits, claims, demands, costs, damages, liabilities or expenses in respect of any injury to or the death of any person, the damage to any property whether moveable or immovable, the infringement or destruction of any rights, easements or privileges or otherwise by reason of or arising in any way directly or indirectly out of the repair, state of repair, condition, existence or use of the aforesaid Site or Works for which the Developer, its contractor, sub-contractors and person under their control are liable and to effect or cause to be effected the necessary insurance in the sum of £10 million per incident - the number of incidents unlimited - with a good and solvent insurance company to cover this indemnity upon written request and to produce such insurance policy or a sufficient extract therefrom and all renewal receipts on demand to the Department and to procure that the interest of the Department is noted in the said policy PROVIDED THAT the said indemnity is given on condition that no claim shall be settled without the written approval of the Developer and its insurers who or whose insurers shall have the conduct of any negotiations or litigation in respect of any matter to which the said indemnity applies.

3.0 PROVIDED ALWAYS and it is hereby agreed and declared that:-

3.1 Notwithstanding and without prejudice to any other remedies and powers herein contained or otherwise available to the Department and subject as hereafter provided if the Works or any part thereof shall not be completed in accordance with the programme submitted in accordance with the "NEC ECC" Conditions of Contract or within this



programme subject to such extensions as aforesaid or if the Developer shall not commence or proceed with the same with proper diligence or in case the Developer shall in any other way fail to perform or observe the stipulations and conditions on its part herein contained and fail to remedy breaches of any of the said stipulations and conditions on its part herein contained within 2 weeks after receipt of notice in writing from the Department requiring it to do so or if the Developer shall enter into liquidation whether compulsory or voluntary (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or enter into composition or arrangements with its creditors or suffer execution to be levied on its goods then and in such case, it shall be lawful for the Department at any time thereafter to enter upon the Site or any part thereof in the name of the whole and take possession of the Site and Works as if this Agreement had not been entered into and thereupon this Agreement shall determine but without prejudice to any right of action or other remedy of the Department in respect of any breach, non-observance or non-performance by the Developer of any agreements, conditions and stipulations herein contained PROVIDED THAT prior to such determination by re-entry the Department shall notify in writing any funding institution of whose existence it has been made aware under Clause 2.8 of this Agreement of its intention so to terminate this Agreement and if within the following period of twenty eight days of receiving such notice such funding institution offers in writing to the Department to undertake the obligations of the Developer under this Agreement then this Agreement shall be deemed to remain in full force and effect as if such funding institution were party to this Agreement in place of the Developer.

3.2 The Developer shall take the Site in its condition as at the Date Of Entry.

3.3 Any written decision, direction, approval, authority, permission or consent to be given by the Department under this Agreement shall be valid and effectual if signed by The Divisional Roads Manager Southern Division for the time being of the Department or such other officer or agent of the Department as may be from time to time designated for the purpose and shall be deemed to have validly served or to be conveyed to the Developer if sent by prepaid Registered Post or Recorded Delivery to the Developer at its address specified herein.

3.4 For the avoidance of doubts nothing herein contained or implied shall prejudice or affect the Department's rights, powers, duties and obligations in the exercise of its functions either as a Department of Government in Northern Ireland or in the exercise of its powers and duties under the Roads (Northern Ireland) Order 1993 and the Private Streets (Northern Ireland) Order 1980 as amended by the Private Streets (Amendment) (Northern Ireland) Order 1992 and the rights, powers, duties and obligations of the Department under all public and private statutes, bye-laws, orders and regulations may be as fully and effectually exercised in relation to the Site and the Works as if they were not in control of the Site and this Agreement had not been executed by them.

3.5 Save as is hereinbefore provided this Agreement shall be irrevocable.

4.0 The Department hereby warrants to and covenants with the Developer that it has control of the Site and that when the Works have been completed in accordance with this Agreement and the terms and conditions thereof have been duly complied with it shall issue a certificate to that effect.

IN WITNESS whereof the parties hereto have executed this Agreement as hereinafter appears.

Executed as a Deed on behalf of  
Present when the Common Seal of KCD  
HOMES LTD <sup>limited</sup>  
was affixed hereto:-

DIRECTOR

SECRETARY

Present when the Official Seal  
of the Department for Infrastructure was  
affixed hereto:-

A senior officer of the Department  
for Infrastructure

Civil servant both of Clarence Court, Belfast

## FIRST SCHEDULE

### "THE WORKS"

Construction of 2 no. new footways to facilitate a new housing development at Woodvale, Burrenwood Rd, Castlewellan, Co. Down. Work to include for the construction of a new speed ramp. The works are detailed on the determined drawing number J308/P10 Rev. B submitted by Fletcher architects, 25 Main St, Castlewellan, BT31 9DF as granted by Planning Service on 20th March 2017. The work shall include for the vertical realignments and amendments to all entrances and relocation of all utility services and street furniture as required.

All works to be completed within 6 weeks of commencement. Upon full completion of the works, a one-year maintenance period will commence and at the end of this period a certificate of completion will be issued in accordance with The Private Streets Amendment NI Order 1992. Note: works to be completed prior to building work commencing.

## SECOND SCHEDULE

### "THE SITE"

The site consists of 2 no. footways approximately 50 metres long on Woodvale, Burrenwood Rd, Castlewellan, and beginning at a point approximately 60 metres along the existing part of Woodvale from its junction with Burrenwood Rd, Castlewellan.



**DEPARTMENT FOR INFRASTRUCTURE  
PRIVATE STREETS (NORTHERN IRELAND) ORDER 1980 AS AMENDED BY THE  
PRIVATE STREETS (AMENDMENT) (NORTHERN IRELAND) ORDER 1992 -  
ARTICLE 32**

Article 32 Agreement and Bond  
Ref 6/R/1998/0653/03 R313

**DEVELOPMENT AT WOODVALE BURRENWOOD RD CASTLEWELLAN  
STAGE 03**

**AN AGREEMENT** made the <sup>6<sup>th</sup></sup> ~~6<sup>th</sup>~~ day of <sup>MARCH</sup> ~~January~~ 20<sup>21</sup> between the Department for Infrastructure (hereinafter called "the Department") of the first part and KCD HOMES LTD having its Registered Office at 4A TOLLYMORE ROAD, , NEWCASTLE, DOWN, BT33 0JL (hereinafter called "the Developer") of the second part

**WHEREAS:**

1. The Developer has Freehold estate in certain lands described in the Schedule which are delineated on a plan (reference number R313/2) annexed hereto (hereinafter called "the plan") and thereon surrounded by a red line (hereinafter called "the said lands") which are proposed to be developed for Housing development purposes at Woodvale Burrenwood Rd Castlewellan .
2. The Developer proposes to carry out in the said lands at his expense street works in private streets (hereinafter called "the said streets") the lines of which are shown on the plan and coloured Red .
3. The Developer desires that the said streets shall on completion become public roads maintainable at public expense.

**NOW** in pursuance of the foregoing and in exercise of the powers conferred by Article 32 of the Private Streets (Northern Ireland) Order 1980 and of all others enabling it is hereby agreed and declared as follows:-

1. The position of any street constructed in pursuance of this Agreement shall unless otherwise agreed be in accordance with the plan.
2. The Developer shall properly construct and complete the streets in accordance with the Private Streets (Construction) Regulations (Northern Ireland) 1994 (as amended by the Private Streets (Construction) (Amendment) Regulations (Northern Ireland) 2001) and shall ensure that no trees or shrubs greater than 500 mm mature height are planted in service strips or verges and that all such areas are kept free of buildings, walls, gates, fences or other means of enclosure or obstruction.
3. The Developer shall carry out and complete the street works with all diligence to the satisfaction of the Department so that there shall be a direct connection to an existing public road from any building erected on the said lands and street lighting columns shall have been erected ready for lighting and the Developer shall have arranged for an

electricity supply thereto. These works shall be completed within 12 months of the occupation of any building erected on the said lands or such longer period as the Department considers reasonable. Where a building fronting the street has been occupied for 12 months and the street works have not been completed to the satisfaction of the Department it shall have the right (after giving to the Developer notice in writing of its intention to do so) to complete such street works or any part thereof and charge the cost thereof against the Developer.

4. The Developer will during the progress of the said works give to any representative of the Department free access to every part of the said streets and the sites thereof and permit him to inspect the same and all materials used or intended for use therein and shall give effect to any requirement made or instruction given to conform to the relevant plans and specifications.
5. The Developer will for at least twelve months or until such longer time as the said streets shall become public roads maintainable at public expense;
  - (a) keep the whole of the works in a good state of efficiency and repair;
  - (b) ensure that no trees or shrubs greater than 500 mm mature height are planted in service strips or verges and that all such areas are kept free of buildings, walls, gates, fences or other means of enclosure or obstruction;
  - (c) reinstate and make good any defects which shall or may appear, arise or become manifest to any representative of the Department and the Department may until the said streets shall become public roads require the Developer to make good any portion of the said works considered to be defective and require the reconstruction of the same by the Developer; and
  - (d) in respect of the street lighting installation, be responsible for major repairs, warranty failures, repair of vandalism, damaged columns, outage inspection and lamp replacement and the payment of electrical energy until removal of the meter. Upon the Department's issue of an 'Acceptance of Transfer of Street Light Electrical Energy and Maintenance Certificate' the Department at its own expense shall undertake the outage inspection and lamp replacement and be responsible for the payment of electrical energy for street lights and illuminated traffic signs to which the certificate refers.
6. When the street works shall have been completed and maintained for at least twelve months in accordance with this Agreement and the terms of this Agreement shall have been duly complied with the Department shall issue a certificate to that effect on being requested to do so by the Developer. Where it has been agreed that the street works shall be carried out in sections a certificate may be issued in respect of any section provided that the streets in that section are connected to a public road.
7. Prior to the execution of this Agreement by the Department the Developer shall pay to the Department the sum of £1852.00 being the estimated cost to the Department of carrying out inspections, investigations and tests and the taking of samples. This cost is based on a scale determined by the Department. Receipt by the Department of the payment of such sum shall not create any contractual relationship between the Department and the Developer nor absolve the Developer from any liability or obligation imposed upon him by the terms of this Agreement or by statute or at common law and

**the Department will not be liable for any loss, damage or injury which the Developer may sustain by reason of insufficient or negligent inspection of the works by the Department.**

- 8. The Developer shall secure the due performance of this Agreement by means of a guarantee bond (or by any other means acceptable to the Department) in the sum of £42600.00 being the estimated cost of the street works in the said streets. Provided that the Department may at the request of the Developer agree to a reduction in the amount secured on completion of any part of the said street works.**
- 9. If at any time the Developer does not comply with any of the terms of this Agreement or of any stipulations made thereunder then the Department shall be entitled on giving fourteen days notice in writing to that effect to carry out and/or complete the street works or any part or parts thereof and the permanent removal from service strips or verges of any trees or shrubs planted therein greater than 500 mm mature height, or any buildings, walls, gates, fences or other means of enclosure or obstruction erected thereon and the Developer shall forthwith pay to the Department the expenses incurred by it in carrying out or completing the said works. Provided that the Department shall be at liberty to utilise all or any portion of the said sum paid or secured to them for the purpose of carrying out or completing the said street works.**
- 10. The Developer hereby covenants with the Department that he will well and faithfully perform all the conditions undertakings and agreements on his part herein contained and that in default on the part of the Developer in respect of the performance in any particular of the said conditions and agreements or in the event of the Developer becoming liable to pay or repay to the Department any sum or sums of money arising out of this Agreement the Department shall be entitled to a refund in respect of all such losses, damages, charges and expenses (including all costs and expenses incurred in carrying out works which the Developer has by this Agreement covenanted to undertake) and all such sum or sums so arising as the Department may sustain in or be put to or otherwise entitled to under this Agreement by reason of or in consequence of any such default or liability on the part of the Developer.**

**IN WITNESS** whereof the Developer has hereunto set his hand and affixed his seal and the Official seal of the Department has been hereunto affixed the day and year first hereinbefore written.

Executed as a deed on behalf  
Present when the Common Seal of KCD  
HOMES LTD was affixed:  
Secretary  
Director  
Project manager

Sealed with the Official Seal  
of the Department for Infrastructure in the  
presence of:-

A senior officer of the Department  
for Infrastructure

Civil servant both of Clarence Court, Belfast

#### SCHEDULE

##### Description of Lands Referred To

All that piece of land bounded in red on the map ref R313/2 annexed hereto and situated in the

Townland of CASTLEWELLAN

Parish of KILMEGAN

Barony of IVEAGH UPPER LOWER PART

County of DOWN

City of  
fronting to a Private Street coloured Red



**GUARANTEE BOND**

**KNOW ALL MEN BY THESE PRESENTS that we** KCD HOMES LTD whose registered office is at 4A TOLLYMORE ROAD NEWCASTLE DOWN BT33 0JL (hereinafter called "the Developer") and National House Building Council whose registered office is at Davy Avenue Milton Keynes Buckinghamshire MK5 8FP (hereinafter called "the Surety") are held firmly bound to the Department for Infrastructure (hereinafter called "the Department") in the sum of £42600.00 (hereinafter called "the Sum") to be paid by us to the Department for which payment we bind ourselves jointly and severally and the successors and assigns respectively of each of us the said KCD HOMES LTD and National House Building Council firmly by these presents.

*Executed as a deed on behalf of*  
~~SEALED with our respective seals~~

*Secretary*

*Director*

*Executed as a deed on behalf of*  
~~Present when the Common Seal of KCD HOMES LTD was affixed:~~

*Project manager*

Signed as a deed  
by:

and

as attorneys for National House-Building  
Council under a power of attorney dated

*30 June 2020*

*Customer Services Team Leader*

As attorney for National House-Building Council

As attorney for National House-Building Council

Head of Customer Services

WHEREAS by Agreement dated <sup>ED GC</sup>.....day of January, 2021 annexed hereto and made between the above bounden Developer of the one part and the Department of the other part the Developer has agreed to execute and perform the works therein mentioned in the manner therein specified and subject to such terms, provisions, conditions and stipulations as in the said Agreement are particularly set forth.

NOW THE CONDITION OF THE ABOVE WRITTEN BOND OR OBLIGATION is such that if the above bounden Developer shall well and truly perform fulfil and keep all and every the covenants, clauses, provisos, terms, conditions and stipulations in the said recited Agreement contained or expressed and on their part to be observed, performed, fulfilled and kept according to the true purport, intent and meaning thereof then the above written Bond or Obligation shall be void but otherwise the same shall remain in full force and virtue.

PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that no indulgence or extension of time granted to the Developer by the Department and no variation of or alteration in the Agreement between the Developer and the Department shall be deemed in any way to release the above bounden KCD HOMES LTD and National House Building Council from their liabilities thereunder.

*Executed as a deed on behalf of*  
~~SEALED with our respective seals~~  
the .....day of January, 2021.

*Secretary*

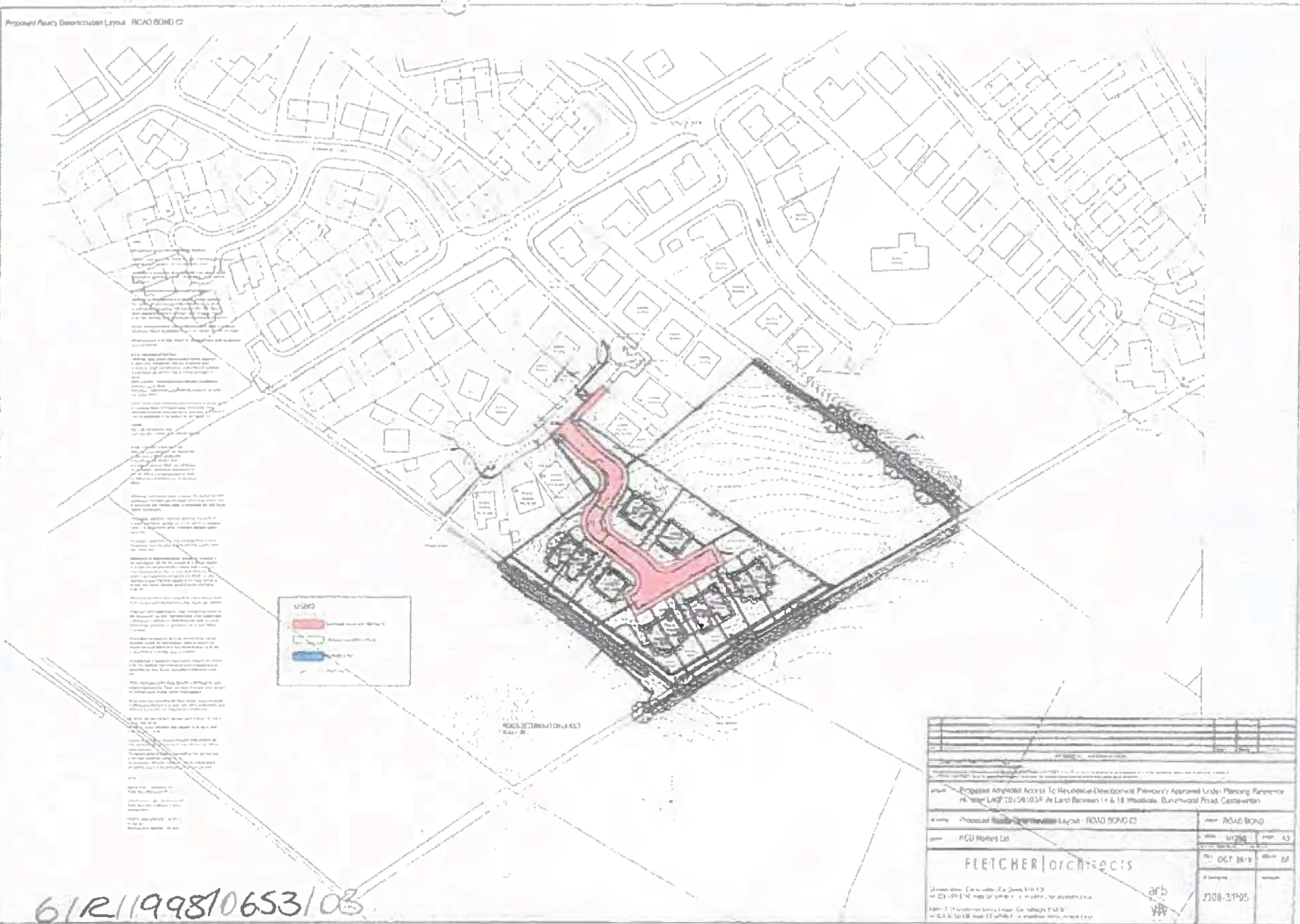
*Executed as a deed on behalf*  
~~Present when the Common Seal of KCD~~  
*ED* HOMES LTD was affixed:

Signed as a deed  
by:-

and

as attorneys for National House-Building  
Council under a power of attorney dated  
*30 June 2020*

*Customer Services Team/Leah*  
.....  
As attorney for National House-Building Council  
.....  
As attorney for National House-Building Council



**NOTES:**

1. All dimensions are in meters.
2. The proposed access development layout is shown in red.
3. The proposed access development layout is shown in red.
4. The proposed access development layout is shown in red.
5. The proposed access development layout is shown in red.
6. The proposed access development layout is shown in red.
7. The proposed access development layout is shown in red.
8. The proposed access development layout is shown in red.
9. The proposed access development layout is shown in red.
10. The proposed access development layout is shown in red.

**LEGEND**

- ROAD BOND 02
- ROAD BOND 01
- ROAD BOND 03

Proposed Access Development Layout - ROAD BOND 02 ROAD BOND 02	
ROAD BOND 02 ROAD BOND 01 ROAD BOND 03	ROAD BOND 02 ROAD BOND 01 ROAD BOND 03
ROAD BOND 02 ROAD BOND 01 ROAD BOND 03	
ROAD BOND 02 ROAD BOND 01 ROAD BOND 03	

612/199810653/03  
 Bond plan Ref: R313/2.