Docusign Envelope ID: EAEC55F0-9F83-46EA-82F6-419F60A9679E

DATED_____2026

THE COUNCIL OF THE CITY OF MANCHESTER

- and –

ROWLINSON PARTNERSHIPS LIMITED

A G R E E M E N T

made under Section 278 of the Highways Act 1980

relating to highway works

affecting land at Woodhouse Lane, Wythenshawe, Manchester, M22 9TE

City Solicitor

Town Hall

Manchester

M60 2LA

Ref: L/EPG/HIG006/00778

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THIS AGREEMENT is made the day of 2026

BETWEEN:

(1) **THE COUNCIL OF THE CITY OF MANCHESTER** of PO Box 532, Town Hall, Albert Square, Manchester M60 2LA ("the Council"), and;

(2) **ROWLINSON PARTNERSHIPS LIMITED** (company registration number 09856185) whose registered office is at Gardale House, 118b Gatley Road, Cheadle, SK8 4AU ("the Developer")

1. RECITALS

1.1 The Council is the local highway authority with statutory responsibility for all public highways within its jurisdiction including the Public Highway.

1.2 The Developer proposes to undertake the Development in accordance with the Planning Permission and to undertake the Highway Works as agent for the Council as far as this agreement is concerned for the purpose of section 278 of the Act.

1.3 The Council is satisfied that the carrying out of Highway Works will be of benefit to the public.

1.4 The Developer has paid the Cash Bond to the Council to be held and used by the Council in accordance with clauses 16 and 17 of this Agreement.

2. INTERPRETATION

2.1 In this agreement unless the context otherwise requires or admits the following terms and expressions shall have the meanings specified:

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2.1.1 “Act” means the Highways Act 1980 (as amended) and any statutory modification on re-enactment of the same;

2.1.2 “Advance Warning Signs” means public information signs that give advance notice to highway users of the commencement of the Highway Works (or any part) or that communicates other relevant information;

2.1.3 “Agreement Plans” means the drawings numbered BLE-AJP-ZZ-00-DR-C-1610-P06 REDLINE BOUNDARY PLAN and BLE-AJP-ZZ-00-DR-C-1650-P01 S278 SURFACE FINISHES & KERBING PLAN which drawings are attached to this agreement and signed by or on behalf of the parties or such other plans as may be approved from time to time by the Council either as amendments of the Agreement Plans or as part of the detailed design for the Highway Works;

2.1.4 “Cash Bond” means the sum of THIRTEEN THOUSAND FOUR HUNDRED AND FIVE POUNDS (£13,405.00) being the amount which in the opinion of the Proper Officer represents the cost of carrying out the Highway Works within the period specified in clause 6.3;

2.1.5 “CDM Regulations” means the Construction (Design and Management) Regulations 2015;

2.1.6 “Client” means the client as defined by the CDM Regulations;

2.1.7 “Completion Certificate” means the certificate to be issued on satisfactory completion of the Highway Works in accordance with Clause 6;

2.1.8 “Contractor” means the contractor appointed by the Developer (as applicable) as the principal contractor under the CDM Regulations to carry out the Highway Works;

2.1.9 “Council’s Cost” means all reasonable administrative and other reasonable fees or establishment charges of the Council in connection with the Highway Works

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incurred or to be incurred up until the issue of the Final Certificate, including but not limited to:

2.1.9.1 the Engineer's Fee;

2.1.9.2 Costs in connection with the Design Works;

2.1.9.3 all legal, administrative and construction costs reasonably and properly incurred by the Council in connection with any amendments required to existing Traffic Regulation Orders or the promotion of new or revocation and amendment of existing Traffic Regulation Orders arising as a consequence of the Highway Works;

2.1.9.4 all costs or expenses reasonably and properly incurred in complying with the CDM Regulations insulating buildings against noise or in satisfying claims made under the noise abatement legislation and/or the Land Compensation Act 1973 Part 1 in connection with the Highway Works in accordance with clause 14.2.

2.1.10 "Deposit" means the sum of THREE THOUSAND POUNDS (£3,000) paid by the Developer to the Council as an advance contribution towards the Council's Cost;

2.1.11 "Design Works" means undertaking a feasibility study and preparing the detailed highway design including if appropriate the lighting design and the Specification all such work to be undertaken by the Developer and approved separately by the Proper Officer prior to commencement of the Highway Works;

2.1.12 "Development" means the erection of a three-story building to form 14 self-contained flats (13x 1 bed, 1 x 2 bed) with associated landscaping, parking and cycle storage as permitted by the Planning Permission;

2.1.13 "Drawing Schedule" means the schedule of approved technical drawings as

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more particularly itemised in the Second Schedule;

2.1.14 "Due Date" is the date when a payment is due in accordance with the terms and conditions of this Agreement;

2.1.15 "Engineer's Fee" means the sum of FIFTEEN THOUSAND ONE HUNDRED AND EIGHTY SIX POUNDS (£15,186.00) (inclusive of the Deposit) paid by the Developer to the Council as an advance contribution towards the Council's Cost;

2.1.16 "Final Certificate" means the certificate issued by the Proper Officer to the Developer following the expiry of the Maintenance Period in accordance with clause 8;

2.1.17 "Further Works" means those works as may be specified in accordance with clause 8.2.2 prior to issue of the Final Certificate;

2.1.18 "Health and Safety File" means the file or other permanent record containing the information required by the CDM Regulations;

2.1.19 "Highway Works" means the highway improvement works described generally in the First Schedule as shown in principle on the Agreement Plans and any detailed design approved by the Council;

2.1.20 "Interest" means the interest at the rate of 4% per annum above the base rate from time to time of Barclays Bank PLC;

2.1.21 "Latent Defect" means a defect in the Highway Works which is not detectable prior to the issue of the Final Certificate;

2.1.22 "Maintenance Period" means a minimum period of twelve (12) calendar months (Excepting That in circumstances where the Highway Works include soft landscaping or tree planting the Maintenance Period shall be extended to twenty four (24) months) from the date of issue of the Completion Certificate or,

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if the construction vehicles continue to travel along the Public Highway, such longer period as the Proper Officer may reasonably determine unless at the end of that period the Proper Officer forms the view that the Final Certificate cannot be issued on the basis that the Further Works have not been completed in accordance with this agreement in which case the Maintenance Period shall include such further period as shall elapse until the issue of the Final Certificate;

2.1.23 "Occupation" shall mean the occupation of the Development for the purposes of the Planning Permission but not including occupation for the purposes of construction, fitting out or security and "Occupied" shall be construed accordingly;

2.1.24 "Planning Permission" shall mean the planning permission issued by Manchester City Council on 25 March 2024 with reference number 138185/FO/2023

2.1.25 "Professional Negligence Indemnity Insurance Policy" shall mean an insurance policy in place for a minimum of six years from the date of this Agreement with an insurance company regulated and registered with the Association of British Insurers for a sum of not less than £5,000,000 in respect of any single claim, the number of claims being unlimited, in the Developer's own name to cover financial loss, personal injury, claims relating to the death of any person arising from the negligence of the Developer in the execution and use of the Highway Works;

2.1.26 "Programme" means the period for completion of the Works as defined in clause 6.3;

2.1.27 "Proper Officer" means the suitably qualified person for the time being appointed by the Council for the purposes of this agreement or of any provision

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contained herein;

2.1.28 "Public Highway" means those parts of Woodhouse Lane, Wythenshawe that are situated and more particularly shown within the red edging on the Agreement Plan numbered BLE-AJP-ZZ-00-DR-C-1610-P06 REDLINE BOUNDARY PLAN that are maintainable at the public expense on which the Highway Works are proposed to be carried out including all footpaths, Street Furniture, verges, service strips, service margins, vehicular crossings and road surface water drainage systems (if any) and all other things ancillary thereto;

2.1.29 "Public Liability Insurance Policy" shall mean an insurance policy with an insurance company regulated and registered with the Association of British Insurers for a sum of not less than £10,000,000 (ten million pounds) in respect of any single claim, the number of claims being unlimited, in the Developer's own name to cover claims for injury to, or death of, any person or loss or damage to any real or personal property arising out of the execution and use of the Highway Works;

2.1.30 "Road Safety Audits" shall mean the audits of the Highway Works to be carried out in accordance with the Department for Transport Road Traffic Audit Standard HD 19/15 or any other modification or replacement of the same

2.1.31 "Road Safety Audit Report" shall mean the report to be prepared by the Safety Auditor following the carrying out of the Road Safety Audits;

2.1.32 "RSA3" shall mean a Stage 3 Road Safety Audit report relating to the completed Highway Works which subject to clauses 6.4.1 and 6.4.2 is carried out prior to issue of the Completion Certificate;

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2.1.33 "RSA4" shall mean a Stage 4 Road Safety Audit report relating to the completed Highway Works to be carried out within twelve (12) months following the issue of the Completion Certificate;

2.1.34 "Safety Auditor" shall mean an independent and suitably qualified highway or traffic engineer appointed by the Developer at the Developer's expense to carry out the Road Safety Audits such appointment having been previously approved in writing by the Proper Officer;

2.1.35 "Specification" shall mean the publication entitled "Specification for Highway Works" published by the Stationery Office as Volume 1 of the Manual of Contract Document for Highway Works as modified and extended by the latest edition of the publication entitled "Roads for Adoption a Guide for Developers" and by the Council's Standard Detail Drawings and those drawings submitted by or on behalf of the Developer and subsequently approved in writing by the Proper Officer;

2.1.36 "Statutory Undertaker" shall mean a statutory undertaker as defined in section 329(1) of the Act;

2.1.37 "Street Furniture" shall mean all types of street furniture including (but not limited to) the bollards, fencing, street lighting, traffic lights and illuminated traffic signs installed as part of the Highway Works;

2.1.38 "Traffic Regulation Order" shall mean any temporary or permanent order required to commence and carry out the construction of the Highway Works pursuant to the Road Traffic Regulation Act 1984 including any amendment required to an existing order;

2.1.39 "VAT" shall mean the value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax;

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2.1.40 “Working Day” shall mean any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England or Wales;

2.2 The Schedules will form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement will include the Schedules.

2.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

2.4 A reference to any party shall include that party’s personal representatives and successors and in the case of the Council the successors to their respective statutory functions.

2.5 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

2.6 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

2.7 Where any approval, consent or agreement of the Council is required pursuant to this agreement, such approval, consent or agreement shall be in writing.

2.8 A reference to this agreement or to any other agreement or document referred to in this agreement is a reference to this agreement or such other document or agreement as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.

2.9 References to clause numbers are to the relevant clauses of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

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2.10 Words in the singular include the plural and vice versa and words importing one gender include any gender.

2.11 The clause headings are for reference only and shall not affect the construction hereof.

3. STATUTORY PROVISIONS

3.1 This agreement is made as a deed under section 278 of the Act, section 33 of the Local Government (Miscellaneous Provisions) Act 1982, section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and any other power or authority thereby enabling.

3.2 The Council gives the Developer and all those authorised by the Developer license to enter the Public Highway with or without workmen, plant and machinery to enable the Developer to comply with its obligations in this agreement. Subject to the terms of this agreement, the Council agrees that the Developer is permitted to break open the surface of the Public Highway to the extent reasonably necessary for the carrying out of the Highway Works (subject to making good any damage).

4. DEVELOPER'S OBLIGATIONS

4.1 The Developer has paid the Engineer's Fee (inclusive of the deposit) in advance of this agreement, the receipt of which the Council hereby acknowledge.

Pre-commencement obligations

4.2 The Developer shall obtain the written approval of the Proper Officer for the detailed design for the Highway Works and the Specification prior to undertaking the Highway Works.

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4.3 Prior to commencing the Highway Works the Developer shall provide to the Council a Public Liability Insurance Policy in accordance with clause 15.1.

4.4 The Developer shall install the Advance Warning Signs in such locations as the Proper Officer advises and to the Proper Officer's satisfaction.

Ongoing obligations

4.5 The Developer covenants with the Council to construct and complete the Highway Works in accordance with the terms of this agreement and the Design Works.

4.6 The Developer covenants to pay to the Council within ten (10) Working Days of written demand (unless as otherwise stated below):

4.6.1 Other than in respect of the Engineer's Fee any outstanding amount being part of the Council's Cost, on a monthly basis or as otherwise agreed between the Council, and the Proper Officer, after consultation with the Developer;

4.6.2 Any costs associated with diversions or protection of statutory undertakers' equipment if necessary for the Highway Works' completion; and

4.6.3 all reasonable and proper legal, administrative and construction costs incurred or to be incurred by the Council in connection with any amendments required to existing Traffic Regulation Orders or the promotion of new Traffic Regulation Orders arising as a consequence of the Highway Works.

4.7 The Developer covenants to pay the Council on the date of this agreement

4.7.1 the Engineer's Fee; and

4.7.2 the Council's legal costs and disbursements in connection with the preparation and completion of this agreement.

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4.8 Receipt by the Council (being the highway authority) of the Council's Cost or the legal costs or any other amounts (or any part thereof) referred to in clauses 4.6 and 4.7 shall not be deemed to create any contractual relationship between the Council and the Developer nor absolve the Developer from any liability or obligation imposed upon it by the terms of this agreement or by statute or at common law and the Council shall not be liable for any loss damage or injury which the Developer may sustain by reason of insufficient or faulty inspection of the Highway Works by the Proper Officer

4.9 The Developer shall not interfere with the free flow of traffic on the existing highway or in any way obstruct the Public Highway without the express written permission of the Proper Officer and the bringing into force of any necessary Traffic Regulation Order.

4.10 The Developer shall:

4.10.1 submit to the Council noise readings, supporting information, calculations and any other information or data that the Council may reasonably request for the purposes of ascertaining whether any properties are eligible for an offer of insulation works or a grant to cover the cost of such works pursuant to the Noise Insulation Regulations 1975;

4.10.2 consult with, place orders with and pay any costs to Statutory Undertakers in relation to any works to their mains, services, plant or equipment necessitated by the Highway Works including any works required by the Statutory Undertakers to divert the services to the satisfaction of the Proper Officer; also consult with Statutory Undertakers about their maintenance schedule on the Public Highway and ensure that this does not conflict with the Developer's programme for the duration of the construction of the Highway Works and the Maintenance Period to the satisfaction of the Proper Officer;

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4.10.3 provide the Proper Officer with the contact details of a representative for the duration of the construction of the Highway Works and the Maintenance Period and a telephone number of such representative which number will be manned on a 24-hour basis in case of emergency; and

4.10.4 apply for any necessary Traffic Regulation Orders which may be required in order for the Highway Works to Commence.

4.11 During construction of the Highway Works, the Developer shall give to the Proper Officer and any other Council officer free access to every part of the Highway Works for the purpose of inspecting the Highway Works and furthermore the Developer shall on request and at its own cost be required to open up or expose any of the Highway Works that have been covered up without previously being inspected by the Proper Officer. If the Developer fails to comply with any such request, the Council may take up or expose the relevant part of the Highway Works. The Developer shall pay the Council's Costs of such taking up and exposure and the Developer shall make good any taking up and exposure to the satisfaction of the Proper Officer.

5. THE COUNCIL'S OBLIGATIONS

5.1 The Council covenants with the Developer that it will comply with its obligations contained in this agreement PROVIDED THAT in the event that the Developer fails to pay any of the monies due in the agreement on the due date the Proper Officer will cease to inspect the site or the Highway Works for the purpose of certifying the Highway Works and shall be under no obligation to certify the Highway Works under this agreement.

5.2 Following a reasonable request from the Developer in writing and receipt of payment in accordance with clause 4.6.3 the Council shall, as soon as reasonably

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practicable, commence the statutory process relating to any Traffic Regulation Order required for the Development.

5.3 The Council shall disregard this agreement when considering any objections to any Traffic Regulation Order which they may propose to make. If any objections are made, the Council shall have no duty or obligation to the Developer by reason of this agreement or otherwise to make the Traffic Regulation Order other than the duty it would have to all persons interested in the Traffic Regulation Order in its capacity as local highway authority.

5.4 If there are no objections to any Traffic Regulation Order and the Council resolves to make one or all of the Traffic Regulation Orders, any Traffic Regulation Order shall be made and the statutory formalities completed as soon as reasonably practicable.

6. CONSTRUCTION OF THE HIGHWAY WORKS – COMPLETION CERTIFICATE

6.1 The Developer shall in accordance with the Design Works, at its own cost, carry out and complete the Highway Works:

6.1.1 in a good and workmanlike manner;

6.1.2 using only good quality materials approved by the Proper Officer; and

6.1.3 in accordance with the Design Works approved by the Proper Officer prior to commencement of the Highway Works.

6.2 During the carrying out of the Highway Works the Developer shall comply with:

6.2.1 the Traffic Signs Regulations and General Directions 2016 and any statutory modification or re-enactment of the same;

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6.2.2 any directions of the Police and the Proper Officer in respect of lighting and signing of the Highway Works and any diversion routes; and

6.2.3 if requested by the Proper Officer, the Developer shall remove any existing Street Furniture (if applicable) and relocate or deliver it for local storage.

6.3 The Developer shall complete the Highway Works within two (2) months following the date of this agreement ("the Programme")

6.4. Before applying for the Completion Certificate the Developer shall either:

6.4.1 commission the preparation and completion of a RSA3 in relation to the Highway Works and after providing the result of such RSA3 to the proper officer within the timetable provided on behalf of the Council the Developer shall fully address, remedy and resolve any issues that are identified by the RSA3 to the entire satisfaction of the proper officer and will provide such evidence within the timetable as the proper officer may require to prove that the Developer has complied with all and any recommendations referred to in the RSA3 to the satisfaction of the proper officer; or

6.4.2 apply to the proper officer for consent (or the proper officer may recommend) that the said RSA3 be postponed until after the issue of the Completion Certificate and that such RSA3 be carried out within eight (8) weeks following issue of the Completion Certificate so that the Safety Auditor can record the movement of traffic following completion of the construction of the Highway Works. The RSA3 will be subject to scrutiny by the proper officer at every stage in accordance with the conditions contained in this agreement.

6.5 On completion of the Highway Works to the absolute satisfaction of the proper officer in all respects (having regard to any additional works, alterations or amendments which may be required by virtue of clause 6.4) the proper officer

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shall issue the Completion Certificate to the Developer and PROVIDED THAT a RSA3 has been carried out (in the event that the Developer has applied for consent to postpone the RSA3 in accordance with clause 6.4.2) from the date thereof

6.5.1 the Maintenance Period shall commence to run.

7. MAINTENANCE PERIOD

7.1 Throughout the Maintenance Period, the Developer at its own expense and to the reasonable satisfaction of the Proper Officer shall:

7.1.1 maintain the Highway Works; and,

7.1.2 be responsible for the supply of energy and all associated costs for all the Street Furniture.

8. FINAL CERTIFICATE

After the expiry of the Maintenance Period and subject to the Developer having commissioned, prepared and submitted to the Proper Officer an RSA4 (if required)

8.1 the Developer must apply to the Proper Officer in writing for a Final Certificate.

8.2 Within twenty eight (28) Working Days following receipt of a written application for the issue of a Final Certificate the Proper Officer shall:

8.2.1 inspect the Highway Works to which the application relates, and

8.2.2 provide the Developer (where necessary) with a definitive written list of any further works required to be carried out and a timetable for carrying out these works in order to remedy and make good any defect or damage to the Highway Works which may have arisen during the Maintenance Period or any necessary reinstatement works which may have arisen during the

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Maintenance Period (including but not limited to any defect in, or damage to, the road surface water drainage system) or any other works reasonably required as a result of the RSA3 and RSA4 (as applicable) ("Further Works").

8.3 The Developer shall carry out any Further Works without delay and at its own cost.

8.4 The Further Works shall be subject to the same inspection procedure detailed in clause 8.2 until such time as the Developer has remedied or made good any such defect or damage to the satisfaction of the Proper Officer.

8.5 Within twenty (28) Working Days of a satisfactory inspection the Proper Officer shall issue the Final Certificate to the Developer provided that:

8.5.1 the Developer has paid to the Council the balance of the Council's Cost;

8.5.2 any Further Works have been completed to the satisfaction in all respects of the Proper Officer; and

8.5.3 the Developer has delivered to the Proper Officer:

8.5.3.1 one (1) set of drawings in PDF and in CAD format showing to a scale of no less than 1:500 the Highway Works as constructed; and

8.5.3.2 one (1) copy of the Health and Safety File and the final Health and Safety Plan, both in electronic format;

8.6 From the date of the issue of the Final Certificate the Highway Works shall become part of the highway maintainable at public expense.

8.7 On the issue of the Final Certificate, the Council shall release the Developer from all liability under this agreement **SAVE FOR** the Developer's obligation to remedy any Latent Defect and **SAVE FOR** the indemnity provisions as more particularly referred to in clause 14.

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9. INTEREST ON PAYMENTS

9.1 If any payment due under any of the provisions of this agreement is not made on or before the Due Date the Developer shall in addition to the payment due pay to the Council Interest calculated for the period starting with the Due Date and ending with the actual date of payment

9.2 The Council shall be under no obligation to place any sums paid to it by the Developer pursuant to this agreement in an account which bears interest on such sums and (without prejudice to Clause 9.1) any sums repaid to the Developer hereunder shall not carry the payment of any interest thereon.

10. MINOR ALTERATIONS

10.1 If the Developer wishes to amend the design or revise the proposals for implementation of the Highway Works, it shall submit details in writing to the Council. No amendments or revisions shall be implemented without the prior written approval of the Proper Officer.

10.2 If the Proper Officer considers it necessary and reasonable and notifies the Developer in writing the Developer may be required to incorporate minor alterations or additions to the design or construction of the Highway Works.

10.3 The terms and provisions of this agreement shall apply to any such amended or revised works as they apply to the Highway Works as originally designed.

11. MATERIALS SAMPLING AND TESTING

11.1 The Developer shall, if requested by the Proper Officer, make all necessary arrangements for an independent accredited testing facility, approved by the Council, to test the materials proposed to be used in connection with the Highway Works. The

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Developer shall bear the full cost of such testing and give to the Proper Officer, at no expense to the Council, copies of all material testing certificates.

11.2 Any material rejected by the Proper Officer, acting reasonably, as a result of the tests carried out shall not be used by the Developer for any of the Highway Works.

12. KEEPING THE HIGHWAY CLEAN AND TIDY

12.1 All roads, footpaths, rights of way and other means of passage that lead to, from or cross the site of the Highway Works and are available for use by the public during the carrying out of the Highway Works shall be kept free from mud or other substances deposited through the construction operations of the Highway Works and any such substance deposited by the Developer shall be promptly removed at no cost to the Council.

12.2 If such substances are not promptly and adequately removed the Council may close any associated crossings, entrances and exits and in the event of there being a danger to highway users may arrange for the substances to be removed by its own employees or contractors and may recover its reasonable and proper costs from the Developer. On removal of the substances the Council shall allow such crossings, entrances and exits to be reopened. Any losses or expenses incurred as a result of these measures shall be borne by the Developer.

12.3 On completion of the Highway Works the Developer shall clear away and remove from the Public Highway all construction plant, surplus material, rubbish and temporary works and leave the site of the Highway Works in a good and workmanlike condition.

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13. CDM REGULATIONS

13.1 The Developer agrees to undertake all the obligations of a Client and to ensure that the Highway Works are carried out in accordance with the CDM Regulations.

13.2 The Developer shall ensure that the Health and Safety File is maintained correctly and is available for inspection in accordance with the CDM Regulations.

13.3 The Developer warrants that it has taken or shall take all reasonable steps to be satisfied that all contractors (including the Contractor, if applicable) engaged on the Highway Works have the skills, knowledge and experience in undertaking the Highway Works and in respect of the CDM Regulations.

13.4 The Developer shall indemnify and keep the Council indemnified against any breach of the Developer's obligations under this clause 13.

14. INDEMNITIES

14.1 The Developer shall indemnify the Council against any actions, charges, claims, costs, expenses, losses, damages, demands, liabilities and proceedings arising out of any breach or non-observance by the Developer of its obligations in this agreement or at any time in connection with or incidental to the carrying out or use of the Highway Works (including without limitation any negligent or defective design or construction of the Highway Works).

14.2 The Developer shall indemnify the Council in respect of any claims under Section 10 of the Compulsory Purchase Act 1965, Part I of the Land Compensation Act 1973 and any claims for compensation under the Noise Insulation Regulations 1975 arising out of, in connection with or incidental to, the carrying out of the Highway Works and their subsequent use other than those

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arising out of or in consequence of any negligent act, default or omission of the Council.

14.3 The indemnity contained in this clause 14 includes:

14.3.1 all fees incurred by claimants which the Council is obliged to pay, and those of the Council or its agent or contractor, in negotiating any claims (together with VAT payable on the claimants' professional advisors' fees);

14.3.2 statutory interest payments to claimants and their professional advisors; and

14.3.3 the Council's reasonable and proper legal costs in making the compensation, fees and interest payments.

15. INSURANCE

15.1 Before commencing the Highway Works or before completing this Agreement, whichever is earlier, the Developer shall provide the Council with a copy of a Public Liability Insurance Policy together with proof that it is in force and any such other information relating to the policy as the Council shall reasonably require.

15.2 From and including the date applicable under clause 15.1 above until the date of issue of the Final Certificate, the Developer shall maintain the Public Liability Insurance Policy.

15.3 The Developer shall ensure that the Council's interests under this agreement are endorsed on the Public Liability Insurance Policy

16. SECURITY FOR PERFORMANCE OF THE DEVELOPER’S OBLIGATIONS

16.1 On the date of this agreement, the Developer shall pay the Cash Bond to the

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Council

16.1.1 Following issue of the Completion Certificate, the Council shall return to the Developer eighty per cent (80%) of the Cash Bond (£10,724) leaving a balance of twenty per cent (20%) of the Cash Bond (£2,681)17 to be retained by the Council pending issue of the Final Certificate;

16.1.2 Following the issue of the Final Certificate, any remaining balance shall be repaid to the Developer.

17. ADDITIONAL BOND COSTS

It is hereby agreed between the Council and the Developer that in the event of the Developer being unable to undertake the Highway Works in accordance with the Programme or any longer period agreed by the Council the Developer shall:

17.1 deposit with the Council forthwith when required to do so by the Council an additional bond for an amount to be specified conclusively by the Council as representing the excess of the revised estimated cost of the outstanding works to be carried out under this Agreement over the Estimated Cost; and

17.2 pay forthwith to the Council when required to do so any increase in the Council's Cost resulting directly from the Developer's non-compliance with the Programme.

18. POWER TO EXECUTE WORKS IN DEFAULT

Without prejudice to Clauses 16 and 17, if the Developer fails to execute or complete the Highway Works in accordance with the Developer's obligations hereunder the Council shall after not less than twenty eight (28) Working Days'

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notice in writing to the Developer be entitled to execute or complete the Highway Works in default by its own employees servants workmen contractors or other duly authorised personnel or otherwise and to recover from the Developer all fees costs and expenses associated with undertaking any such default works as certified by the Proper Officer.

19. ARBITRATION

In the event of any dispute arising out of this agreement the same shall be referred to an expert to be appointed by agreement between the parties or failing agreement:

19.1 where the dispute involves the interpretation of the terms of this agreement in the matter of the parties' rights, liabilities or obligations, by a suitably qualified barrister nominated by the President for the time being of the Law Society;

19.2 where the dispute involves an issue not covered by clause 19.1 by a suitably qualified expert nominated by the President for the time being of the Institution of Civil Engineers

AND in this respect this agreement shall be construed as a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or re-enactment thereof and each party shall bear its own costs of such arbitration (subject to any direction as to or award of costs made by the arbitrator).

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20. NOTICES

Any written notice to be served on the Council shall be delivered or posted to the Proper Officer and any notices to be served on the Developer and the Surety may be delivered or posted to each of their registered offices.

21. ASSIGNMENT

This agreement shall not be assigned by the Developer and the assignment of this agreement is hereby expressly prohibited PROVIDED THAT the Council being the highway authority agree to consider any request from a proposed assignee for the execution by the proposed assignee (and its surety if required by the Council) of an agreement with the Council on similar terms and conditions to this agreement.

22. EXCLUSION OF THIRD PARTIES

No person other than a party to this agreement and their respective successors shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

23. THE COUNCIL'S STATUTORY POWERS

Nothing in this agreement shall:

23.1 Prevent or restrict the exercise by the Council of its powers under Part XI of the Act or any other statutory powers except that this agreement is intended to be such an agreement as is mentioned in Section 219 sub-section (1) of the Act;

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23.2 Imply any obligation on the part of the Council to the Developer or to any person to ensure that the Highway Works are properly constructed;

23.3 Affect the Council's rights powers duties and obligations in the exercise of its functions as a local authority planning authority or highway authority or in any other capacity whatsoever nor relieve the Developer from the necessity to obtain all such approvals or consents as may from time to time be requisite from the Council in any such capacity as aforesaid.

24. APPLICABLE JURISDICTION

This Agreement is governed by and interpreted in accordance with the law of England.

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FIRST SCHEDULE

(Description of the Highway works)

1. Alterations to the existing access/egress, creating a bell mouth access to the proposed development;
2. Introduction of tactile paving to the footway;
3. Resurfacing to Woodhouse Lane footway abutting the development;
4. Relocation of existing gulley.

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SECOND SCHEDULE

(Drawing Schedule)

1. BLE-AJP-ZZ-00-DR-C-1610-P06 **REDLINE BOUNDARY PLAN**
2. BLE-AJP-ZZ-00-DR-C-1650-P05- **S278 SURFACE FINISHES AND KERBING PLAN**

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IN WITNESS whereof the parties have executed this document as their Deed the day and year first above written;

THE COMMON SEAL of **THE COUNCIL OF THE CITY OF MANCHESTER** was hereunto affixed in pursuance of an Order of the Council of the said City: -

Signed by:
G. Corfe
1DB7574C9E234BC...

Signature: .....

Name (In Capitals): Gaynor Corfe

Authorised Signatory

EXECUTED AS A DEED by ROWLINSON PARTNERSHIPS LIMITED

in the presence of: -

DocuSigned by:
Steve Weir
75C2530162964EC...

Signature: .....

Name (In Capitals): Steve Weir

Director

Signed by:
Matthew Holloway
447889E8CA12439...

Signature: .....

Name (In Capitals): Matthew Holloway

Company Secretary