



**Agreement Costs** means the reasonable and proper legal costs incurred by the Council in connection with the preparation and completion of this Agreement (including the proper and reasonable cost of obtaining external legal advice) together with the sum of Two thousand five hundred pounds (£2,500) in respect of the reasonable and proper costs of the Council's highway engineer in undertaking such preparatory measures as may be required in order to proceed with this Agreement and the Highways Works;

**Bond** means an on demand performance bond in the sum of six hundred and seventy two thousand pounds only (£672,000) (as may be reduced in accordance with the terms of that bond) to be provided to the Council in connection with the undertaking of the Highway Works and the Section 50 Works such bond to be in the form attached at Annex 10 and to be provided by a third party approved by the Council, the Council acting reasonably;

**Checking Fee** means a fee to be paid by the Owner to the Council in respect of the reasonable and proper costs incurred by the Council in checking designs drawings plans specifications and / or contract documentation in respect of the Works and /or the cost of processing permit or similar applications relating thereto;

**Claim** has the meaning given to such expression in paragraph 23 of Schedule 6 of this Agreement;

**Commutated Sum** means the sum of £24,471 to be paid by the Owner to the Council in respect of the reasonable and proper costs required to maintain the Highway Works for a period of 20 years to be calculated with regard to the schedule of rates provided in Schedule 3 calculated in accordance with the unit rates shown in column 5 thereof subject to an annual increase on 1 April each year calculated in accordance with any annual increase in the All Items Index of the Retail Prices Index plus 0.5% from the date of this Agreement to the date of payment

**Construction Period** means the period between the commencement of the Phase 1 and the practical completion of the Phase 2 Works and Phase 3 Works (if any);

**Default Notice** means a notice served on the Owner pursuant to clause 4;

**Default Period** means the period of time within which the Owner is to remedy a breach, non-observance or non-performance of this Agreement as specified in a Default Notice;

**Development** means the development known as Bridgewater Place, Water Lane, Leeds as shown edged red on the Land Registry Plans attached hereto as Annex 5 and situated on the land registered with absolute title at the Land Registry under Title Numbers WYK717020, WYK755208, and WYK717029;

**Facility Agreement** means a facility agreement originally dated 1 March 2004 (as amended on 30 September 2008, 5 November 2008, 10 July 2009, 3 August 2010, 23 November 2012, 20 December 2013, 28 February 2014, 30 June 2014, 30 September 2014 and 28 February 2015) and amended and restated on 27 May 2015 and made between, amongst others, (1) CPPI Bridgewater Place General Partner Limited as the company, (2) CPPI Bridgewater Place Limited Partnership as borrower, (3) the Original Guarantors (as defined therein), (4) Marick Capital Limited as operator, (5) Barclays Bank PLC and LaSalle Investment Management, each as joint arranger and joint bookrunner, (6) Barclays Bank PLC and LREDS II Sterling Holdings 2 s.a r.l as Lenders, (7) Barclays Bank PLC as original hedge counterparty, (8) Barclays Bank PLC as agent and as security agent, and (9) LaSalle Investment Management as junior agent and junior security agent;

**Final Certificate** means the final certificate issued by the Officer in connection with the Highway Works pursuant to this Agreement;

**High Wind Periods** means periods of time during which it is forecast that wind speeds in excess of the Acceptable Level will be experienced in the Hotspots;

**Highway Works** means the following works pursuant to Section 278 of the 1980 Act: (1) the works the details of which are set out in Schedule 1 to this Agreement and shown on Drawing no. 032543/C200E attached thereto as part of Schedule 1 (2) such ancillary works as the Officer considers to be reasonably necessary or appropriate including but not limited to signing lining lighting and drainage works (3) any accommodation works considered to be reasonably necessary or appropriate by the Officer and (4) any works which may be reasonably necessary to accommodate statutory undertakers and telecommunications apparatus and all other equipment under in or over the highway;

**Hotspots** means those areas identified by the Hotspot Testing which do not meet the Acceptable Level;

**Hotspot Plan** means a plan which shall be produced following the Hotspot Testing which shows the Hotspots and an example of a Hotspot Plan is attached at Annex 7 which shows the best forecast of likely Hotspots at the date of this Agreement;

**Hotspot Testing** means the wind microclimate monitoring to be carried out by the Owner at the Owner's own expense pursuant to the Revised Proposal following completion of the Phase 1 Installation in order to determine the location of the Hotspots. The Hotspot Testing shall be undertaken in the area shown in the area marked [red] in the example Hotspot Plan at Annex 7 but in the event that Hotspots caused by the presence of the Development are reasonably suspected in other areas within the vicinity of the Development then the Hotspot Testing shall be extended to include those areas;

**Independent Wind Analyst** means an independent wind analyst appointed jointly by the Council and the Owner or, in default of agreement, appointed on the application of either the Council or the Owner by the President of the UK Wind Engineering Society (or such other official as may be authorised by the UK Wind Engineering Society for that purpose) and who, upon such appointment, shall act as expert and not as arbitrator and provide an expert determination binding on both the Council and the Owner on any issues as may have been referred to him under this Agreement and whose costs, whatever his determination, shall be paid in full by the Owner;

**Inspection Fee** means a fee to be paid by the Owner in respect of the reasonable and proper costs incurred by the Council in making arrangements for and inspecting the Works or any part thereof;

**Maintenance Period** means a period of twelve months following the issue of a Provisional Certificate;

**Management Plan** means the joint arrangements of the Council and the Owner for the carrying out of the Highway Works which shall be in accordance with the provisions set out in Schedule 2;

**Monitoring Equipment** means the monitoring equipment referenced in the Revised Proposal;

**Officer** means the Chief Highways Officer of the Council for the time being or such other officer of the Council which the Council may nominate as the Officer for the purposes of this Agreement;

**Owner's Analyst** means the wind analyst appointed by or on behalf of the Owner;

**Phase 1 Installation** means the structures to be installed by the Owner by the Phase 1 Works in accordance with the Planning Permission to include (1) a glass canopy on the northern elevation of the Development; (2) a perforated metal canopy and four vertical metal screens on the western elevation of the Development; (3) three perforated metal wind baffles traversing Water Lane supported by metal columns; (4) a vertical perforated metal screen to the south of Bridgewater Place, adjacent to Back Row;

**Phase 1 Works** means the works necessary to complete the Phase 1 Installation;

**Phase 2 Works** means:

(a) in the event that the actual Hotspots are the same or substantially similar to the Hotspots shown on the example Hotspot Plan, such works and/or other measures that are described in clause 2.15;

(b) in the event that the actual Hotspots are not the same or substantially similar to the Hotspots shown on the example Hotspots Plan, such works and/or other measures that are described in clause 2.16;

**Phase 3 Works** means the works and/or other measures described in Clause 2.18;

**Planning Permission** means planning permission reference 14/04554/FU;

**Pre-commencement Monitoring Specification** means the pre-commencement monitoring specification as hereto annexed at Annex 13;

**Projection** means such part of item (1) of the Phase 1 Installation as oversails the public highway;

**Probationary Period** means the period commencing on the date of practical completion of the Phase 1 Works and the Phase 1 Installation and ending on the date 12 months after the date of practical completion of the Phase 1 Works and the Phase 1 Installation;

**Provisional Certificate** means a provisional certificate of completion issued by the Officer in connection with the Highway Works pursuant to this Agreement;

**Relevant Chargee** means the Bank or any other chargee of the Development who or which has executed a deed of adherence in the form of Annex 2;

**Reinstatement Guarantee Period** means the period for which the reinstatement of the highway is guaranteed pursuant to paragraph 12 of Schedule 7 of this Agreement;

**Revised Proposal** means the Buro Happold Engineering Revised Proposal (Revision 6) appended hereto as Annex 4;

**Scheme Works** means the works to be carried out by the Owner in order to implement the Wind Amelioration Scheme (but excluding the Section 50 Works and the Highway Works);

**Section 50 Works** means the works to be carried out by the Owner under section 50 of the 1991 Act within the highway in order to implement the Wind Amelioration Scheme (but excluding the Highway Works);

**Site** means the site within which shall be undertaken the Works, as shown on the Site Plan appended hereto as Annex 6;

**Traffic Management** means the taking of such action as the Council shall reasonably deem appropriate to ensure that the highway network in the vicinity of the Development is kept as free moving as is practicably and reasonably possible during the carrying out of the Highway Works and the Section 50 Works having particular regard to the duties and responsibilities imposed upon the Council to manage its road network under section 16 of the Traffic Management Act 2004 and its general duty to coordinate street works under section 59 of the New Roads and Street Works Act 1995;

**Wind Amelioration Scheme** means the Phase 1 Installation together with such amendments, modifications or additions thereto as are effected by the Phase 2 Works and / or the Phase 3 Works;

**Working Day** means a day other than a Saturday, Sunday, Christmas Day, Good Friday or a bank holiday (and a notice given after 4.30 p.m. on a Working Day shall be treated as given on the next Working Day) and a "bank holiday" means a day which is a bank holiday under the Banking and Financial Dealings Act 1971 in the locality in which the street in question is situated;

**Works** means all of the works to be carried out by the Owner in respect of the Phase 1 Works, the Phase 2 Works and the Phase 3 Works in order to implement the Wind Amelioration Scheme, including the Highway Works, the Section 50 Works and the Scheme Works;

- 1.2 References to clauses sub-clauses and schedules are to the clauses sub-clauses and schedules of this Agreement.
- 1.3 A reference to any gender includes all other genders.
- 1.4 References to any agreement or document include (subject to all relevant approvals and any other provisions of this Agreement concerning amendments to agreements or documents) a reference to that agreement or document as amended, supplemented or substituted.
- 1.5 References to the singular meaning where the context so admits includes the plural meaning and vice versa.
- 1.6 In the event of any conflict between the terms and conditions and provisions of this Agreement and any document annexed hereto and/or referred to herein the terms and conditions and provisions of this Agreement shall prevail.
- 1.7 Where any party to this Agreement comprises two or more persons the obligations and liabilities of that party under this Agreement are to be joint and several obligations and liabilities of those persons.
- 1.8 The expressions "the Council" "the Owner" and "the Bank" shall where the context so admits be deemed to include their respective successors in title, transferees and assigns.

## **2 OWNER'S COVENANTS**

### **General**

- 2.1 In consideration of the Council entering into this Agreement the Owner covenants with the Council to comply with and to observe and perform the provisions of this Agreement and the Schedules thereto at all times. Without prejudice to the generality of this clause 2.1, the Owner will specifically comply with the further covenants set out below.

### **Payments**

- 2.2 Save as otherwise expressly provided in this Agreement, the Owner will pay all the costs referred to in this Agreement and the Schedules thereto as being payable by the Owner within 7 days of the same being demanded by the Council.
- 2.3 In addition to any other payments referred to in this Agreement the Owner shall, on the date of this Agreement, pay the Agreement Costs to the Council.

### **The Works**

- 2.4 The Owner will carry out the Works and will do so entirely at the Owner's own expense.
- 2.5 The Owner will specifically observe and perform and comply with the provisions of the following Schedules to this Agreement as follows:
- 2.3.1 as regards the Highway Works the provisions of Schedules 1, 2, 4, 5 and 6;
- 2.3.2 as regards the Section 50 Works the provisions of Schedules 4, 5 and 7;
- 2.3.3 as regards the Projection the provisions of Schedule 4, 5 and 8;

### **Pre-commencement obligations**

- 2.6 Before commencing the Highway Works the Owner must first provide the Bond to the Council.
- 2.7 For the avoidance of doubt, this Agreement does not authorise the carrying out of any relevant part of the Works (whether Phase 1 Works or Phase 2 Works) until such time as any and all consents, licences and / or permissions which may be required by law to carry out that part of the Works have first been obtained.
- 2.8 Before carrying out any part of the Phase 1 Works the Owner must first complete pre-commencement validation testing in accordance with the Pre-commencement Monitoring Specification and provide the results thereof to the Council
- 2.9 Before carrying out any part of the Works which require such consents, licences or permissions in addition to the Planning Permission and the licences granted by this Agreement, the Owner must first:
- 2.9.1 obtain such consents licences or permissions as may be so required, including but not limited to any licences which are required for the carrying out of temporary activities on in under over or adjoining the highway; and
- 2.9.2 comply with all specific pre-commencement obligations in Schedules 6, 7, and/or 8
- 2.9.3 provide confirmation to the Council that the Bank has provided confirmation that the

conditions precedent under the Facility Agreement have been satisfied or waived.

### **Obligations During the Construction Period**

- 2.10 The Owner shall ensure that the Works are carried out by itself, its employees, agents, contractors and /or any subcontractors using all reasonable care, skill and diligence.
- 2.11 The Owner shall afford the Council such facilities as the Council may reasonably require for inspecting any part of the Works at any time (including but not limited to any site cabin, toilet or washing facilities).
- 2.12 To the extent that the same is not already otherwise provided for in this Agreement, the Council shall be entitled to carry out such inspections of the Works as it considers reasonably appropriate and the Owner will pay the Council's reasonable and proper charges for each and every such inspection undertaken..
- 2.13 Where it is executing any part of the Works in on under or over the highway the Owner shall:
- (a) cause such part of the Works to be properly fenced and guarded in such manner as may be most appropriate and to be properly lit at all times during the hours of darkness between dusk and dawn. For the avoidance of doubt, unless all appropriate and necessary licences, consents and / or permissions have first been obtained, this clause does not authorise the Owner to carry out any works in on under or over the highway;
  - (b) comply with the guidance and requirements of Schedule 4 hereto

### **Hotspot Testing and Determination of the Scope of the Phase 2 Works**

- 2.14 Upon practical completion of the Phase 1 Works and construction of the Phase 1 Installation the Owner shall, at its own expense, procure that the Owner's Analyst carries out Hotspot Testing in accordance with the Revised Proposal;
- 2.15 If and to the extent that the Hotspot Testing results in a Hotspots Plan showing Hotspots that the parties agree are substantially similar to those shown in Annex 7 and the parties agree that the works and measures in relation to a particular Hotspot described on the plan at Annex 7 are still the most appropriate and cost effective works and measures to ensure the safety of the public within the vicinity of that Hotspot during High Wind Periods, the Owner shall implement the relevant works and measures that are described on the plan at Annex 7 in relation to that Hotspot.
- 2.16 If and to the extent that agreement is not reached in accordance with Clause 2.15 or Hotspot Testing results in a revised Hotspots Plan to that which is shown in Annex 7:
- (a) Upon completion of the Hotspot Testing, the Owner shall, within 3 months, provide (i) a written report from the Owner's Analyst to the Council containing the results of the Hotspot Testing and (ii) the Owner's written recommendations (if any) for the scope of works and/or other measures, which it considers to be appropriate (having regard to all the data obtained and the findings of the report) either (1) to reduce wind speeds within the vicinity of the Hotspots to the Acceptable Level or if not achievable at proportionate cost (2) to be the most appropriate and cost effective works and measures to ensure the safety of the public within the vicinity of the Hotspots during High Wind Periods.
  - (b) The written report of the Owner's Analyst referred to in clause 2.16(a) above shall

contain such data and findings as the Owner's Analyst reasonably considers to be necessary to enable any competent wind analyst appointed by the Council to be able to identify the data on which the Owner's Analyst has reached his stated findings and to enable him to review the same from an independent standpoint without the need to carry out further wind speed measurements or other data collection exercises of his own and shall, as a minimum and in any event, contain the following:

- (i) All raw data collated and / or obtained for the purpose of assessing the Hotspot which is the subject of the report (including (if relevant) wind records from the Monitoring Equipment showing wind speed and direction);
  - (ii) Wind records from Leeds Bradford Airport for the same periods as data was collected and/or obtained for the purpose of assessing the Hotspot which is the subject of the report and all necessary corrections and / or correlations identifying all factors (including the rooftop effect) which have been taken into account in making adjustments; and
  - (iii) If the area giving rise to the Hotspot has not been monitored in the wind tunnel studies carried out prior to the date of this agreement on behalf of Leeds City Council and the Owner by CPP, a summary of any Computational Fluid Dynamic analysis or at the discretion of the Owner wind tunnel based analysis carried out by or for the benefit of the Owner's Analyst for the purpose of his report whether such data supports the stated opinions and recommended proposals or not.
- (c) The Council shall, within 3 months of receipt of the information referred to in clause 2.16(a) notify the Owner in writing whether the Council accepts the Owner's recommendations for the scope of the works and/or other measures. If the Council accepts the Owner's recommendations for the scope of the works and/or measures (or fails to respond within 3 months of receiving the information referred to in clause 2.16(a)), such works and/or measures as were notified by the Owner pursuant to clause 2.16(a) shall be the Phase 2 Works. If the Council notifies the Owner that it does not accept the Owner's recommendations referred to in clause 2.16(a), such notice shall be accompanied by the Council's written proposals for the scope of the works and/or other measures, which it considers to be appropriate (having regard to all the data obtained and the findings of the report) either (1) to reduce wind speeds within the vicinity of the Hotspots to the Acceptable Level or if not achievable at proportionate cost (2) to be the most appropriate and cost effective works and measures to ensure the safety of the public within the vicinity of the Hotspots during High Wind Periods.
- (d) The Council and the Owner shall consult in good faith following receipt by the Owner of the Council's written proposals for the scope of the works and/or other measures. If the Council and the Owner agree the scope of the works and/or other measures, the Council and the Owner shall confirm the same in writing and such works and/or measures shall be the Phase 2 Works. If the Council and the Owner cannot agree on the scope of the works and/or measures after 3 months of consultation then the Council or the Owner may at any time thereafter procure that the scope of the works and/or other measures that are appropriate (having regard to all the data obtained and the findings of the report) either (1) to reduce wind speeds within the vicinity of the Hotspots to the Acceptable Level or if not achievable at proportionate cost (2) to be the most appropriate and cost effective works and measures to ensure the safety of the public within the vicinity of the Hotspots during High Wind Periods as are determined by the Independent Wind Analyst, and the scope of such works and/or



measures so determined by the Independent Wind Analyst shall be the Phase 2 Works.

### **Obligations With Regard to the Phase 2 Works**

2.17 Following determination of the scope of the Phase 2 Works, the Owner shall, with all due and reasonable expedition:

- (a) complete any works which comprise the Phase 2 Works;
- (b) implement any measures which comprise the Phase 2 Works within its own powers to implement; and
- (c) use all reasonable endeavours to procure implementation of any other measures comprising the Phase 2 Works that are not within its powers to implement,

at its own expense to the reasonable satisfaction of the Council or, in default of agreement as to whether the Phase 2 Works have been satisfactorily completed implemented and/or procured or not, to the satisfaction of the Independent Wind Analyst.

### **Phase 3 Works**

2.18 If the Council during the Probationary Period notifies the Owner of details of any complaint relating to wind speeds having an adverse effect on public safety within the vicinity of the Development (other than Hotspots shown on the Hotspots Plan), then:

- (a) The Owner shall promptly procure that the Owner's Analyst investigates the substance of the complaint and assesses and reports in writing whether the cause of such complaint is in whole or in part as a consequence of the Development or the Phase 1 Works or any Phase 2 Works, and if the cause of the complaint is in whole or in part as a consequence of the Development or the Phase 1 Works or any Phase 2 Works, it shall propose in writing the scope of works and/or other measures which it considers appropriate (having regard to all the data obtained and the findings of the report) either (1) to reduce wind speeds within the vicinity of the Hotspots to the Acceptable Level or if not achievable at proportionate cost (2) to be the most appropriate and cost effective works and measures to ensure the safety of the public within the vicinity of the Hotspots during High Wind Periods. The Owner shall submit the Owner's Analyst's report and proposals (if any) to the Council promptly following receipt of the same.
- (b) The written report of the Owner's Analyst referred to in clause 2.18(a) above shall contain such data and findings as the Owner's Analyst reasonably considers to be necessary to enable any competent wind analyst appointed by the Council to be able to identify the data on which the Owner's Analyst has reached his stated findings and to be able to review the same from an independent standpoint without the need to carry out further wind speed measurements or other data collection exercises of his own and shall, as a minimum and in any event, contain the following:
  - (i) All raw data collated and / or obtained for the purpose of assessing the complaint (including (if relevant) wind records from the Monitoring Equipment showing the wind speed and direction for the 3 days surrounding the specified event (that is to say the day before, the day of and the day following the specified event));
  - (ii) Wind records from Leeds Bradford Airport for the same periods as data was

collected and/or obtained for the purpose of assessing the specified event which is the subject of the report and all necessary corrections and / or correlations identifying all factors (including the rooftop effect) which have been taken into account in making adjustments; and

(iii) If the event specified in the complaint (if any) occurred in an area which had not been monitored in the wind tunnel studies carried out prior to the date of this agreement on behalf of Leeds City Council and the Owner by CPP, a summary of any Computational Fluid Dynamic analysis or at the discretion of the Owner wind tunnel based analysis carried out by or for the benefit of the Owner's Analyst for the purpose of his report whether such data supports the stated opinions and recommended proposals or not.

- (c) The Council shall, within 3 months of receipt of the information referred to in clause 2.18(a), notify the Owner in writing whether the Council accepts the Owner's Analyst's report and proposals (if any) for the scope of works and/or other measures. If the Council accepts the Owner's Analyst's report and proposals (if any) for the scope of the works and/or measures (or fails to respond within 3 months of receipt of the information referred to in clause 2.18(a)), such works proposed (if any) shall be the Phase 3 Works. If the Council notifies the Owner that it does not accept the Owner's Analyst's report and/or proposals (if any) for the scope of works referred to in clause 2.18(a), such notice shall be accompanied with the Council's written justification and any supporting evidence for its rejection of the report (if relevant), and its proposals in writing of the scope of works and/or other measures which it considers to be appropriate and cost effective (having regard to all the data obtained and the findings of the report) to ensure the safety of the public during High Wind Periods within the vicinity of the area that is the subject of the complaint.
- (d) The Council and the Owner shall consult in good faith following receipt by the Owner of the Council's written rejection of the report, justification and supporting evidence and proposals for the scope of works and/or other measures referred to in clause 2.18(c). If the Council and the Owner agree that the cause of such complaint is in whole or in part as a consequence of the Development or the Phase 1 Works or any Phase 2 Works and agree a scope of works and/or measures that are appropriate and cost effective (having regard to all the data obtained and the findings of the report) to ensure the safety of the public during High Wind Periods within the vicinity of the area that is the subject of the complaint, the Council and the Owner shall confirm the same in writing and such works shall be the Phase 3 Works. If the Council and the Owner cannot agree on the cause of the complaint or an appropriate and cost effective scope of the works after 3 months of consultation then the Council or the Owner may at any time thereafter instruct the Independent Wind Analyst to determine the cause of the complaint and / or the scope of the works that is appropriate and cost effective (having regard to all the data obtained and the findings of the report) to ensure the safety of the public during High Wind Periods within the vicinity of the area that is the subject of the complaint, and the scope of works so determined by the Independent Wind Analyst shall be the Phase 3 Works.

### **Obligations With Regard to the Phase 3 Works**

2.19 Following determination of the scope of the Phase 3 Works, the Owner shall, with all due and reasonable expedition:

- (a) complete any works which comprise the Phase 3 Works;

- (b) implement any measures which comprise the Phase 3 Works within its own powers to implement; and
- (c) use all reasonable endeavours to procure implementation of any other measures comprising the Phase 3 Works that are not within its powers to implement,

at its own expense to the reasonable satisfaction of the Council or, in default of agreement as to whether the Phase 3 Works have been satisfactorily completed, implemented or procured or not, to the satisfaction of the Independent Wind Analyst.

### **Obligations Following Construction of the Works**

- 2.20 Following satisfactory completion of the Phase 2 and any Phase 3 Works, the Owner shall not remove, relocate, modify, abandon or take any steps to remove, relocate, modify or abandon any part of the Wind Amelioration Scheme without the express prior written consent of the Officer, such consent not to be unreasonably withheld or delayed.
- 2.21 It is agreed that:
- (a) The Owner shall at its own expense keep the Wind Amelioration Scheme in good repair and condition and, without prejudice to the generality of that obligation, maintain the Wind Amelioration Scheme to a standard not less than that set out in the Maintenance Specification appended at Annex 11.
  - (b) The obligations in clause 2.21(a) shall be fulfilled to the reasonable satisfaction of the Council and the Owner or, in default of agreement, to the satisfaction of the Independent Wind Analyst.
  - (c) Without prejudice to the generality of this Clause 2.21, the Owner shall undertake and record a programme of inspection testing and monitoring of the condition of the Wind Amelioration Scheme to a standard not less than that required by the Management of Highway Structures - A Code of Practice (September 2005); and the Well-maintained Highways - Code of Practice for Highway Maintenance Management (July 2015) as appended at Annex 9 (or later revisions and updates as issued from time to time) and shall allow the Council to inspect this record at all reasonable times and any maintenance or repair works required shall be undertaken by the Owner at its own expense to an appropriate standard as soon as reasonably practicable; such works to be subject to the prior approval of the Officer and to be carried out so as to cause as little disturbance to the highway and users of the highway as reasonably possible and in any event in accordance with the current version of the Council's Guide for the Installation of Apparatus in the Highway (most recently updated 25 November 2014) or any successor document thereto.
- 2.22 The Owner shall ensure that any inspection, maintenance, repair or other activity carried out to or in connection with the Wind Amelioration Scheme shall be done causing as little disturbance to the highway as reasonably practicable in accordance with the current version of Leeds City Council, Guide for the Installation of Apparatus in the Highway (most recently updated 25th November 2014) or any successor document thereto.
- 2.23 The Owner shall retain a specialist wind measurement company, whose identity shall be agreed by the Council and the Owner or, in default of agreement, determined by the Independent Wind Analyst, to maintain the permanent Monitoring Equipment and keep the same properly calibrated and in full working order so as to ensure that at all times it accurately records wind speed and direction. In case of default by the Owner the Council shall

be entitled, at the Owner's expense, to employ a specialist wind measurement company, whose identity shall be agreed by the Council and the Owner or, in default of agreement, determined by the Independent Wind Analyst to install and maintain the Council's own monitoring equipment at the Development.

2.24 It is agreed that:

- (a) The Owner shall record and preserve all data recorded by the permanent Monitoring Equipment in a format from time to time agreed with the Council and for a period of not less than 15 years from the date on which it was obtained.
- (b) The Owner shall, upon written request from the Council, at the Owner's own expense provide the Council with such data from the permanent Monitoring Equipment as the Council may from time to time require covering such period of time during the 15 year retention period as the Council may specify.
- (c) All data to be provided pursuant to any request made pursuant to clause 2.24(b) shall be in such format as may reasonably be required by the Council.
- (d) Upon the written request of the Council, the Owner shall forthwith and at its own expense collate such data from the permanent Monitoring Equipment recorded and preserved pursuant to clause 2.24(a) as the Council may reasonably require for such purpose as the Council may identify and cause that data to be analysed by the Owner's Wind Analyst who shall provide the Owner and the Council with a written report which shall detail and address such matters as are reasonably necessary to address the identified purpose of the data collection satisfactorily. The Owner shall bear the cost of obtaining not more than 2 reports per 12 month period and any other report shall be obtained at the reasonable cost of the Council.

2.25 Forthwith following completion of the Works the Council shall, at the Owner's expense, procure a report from a suitable expert of the Council's choice upon the on-going necessity (if any) for the Council to maintain a protocol for determining the wind conditions in which restrictions to the use of any road or part of a road to any vehicles, class of vehicles and/or by pedestrians are deemed necessary in the vicinity of the Development for the purposes of maintaining public safety, and a draft protocol which corresponds with the recommendations in such report.

2.26 The Owner shall indemnify the Council from and against all reasonable costs and expenses arising and/or incurred by the Council in relation to the establishment and ongoing implementation of any road restrictions protocol that is adopted by the Council and which complies with the recommendations of the report of the expert referred to in the preceding clause.

### **Statutory Undertakers**

2.27 This Agreement does not authorise (1) interference with statutory undertakers' apparatus or works without both the prior written approval of the Officer and the consent of the statutory undertakers and/or (2) the installation or use of telecommunications apparatus without both the prior written approval of the Officer and the consent of the relevant telecommunications undertaker and/or (3) entering upon or carrying out works on or to any land other than the highway or the Development itself.

- 2.28 Without prejudice to the generality of the foregoing the Owner will not make any changes to or interfere with any statutory undertakers' apparatus without the prior written consent of the Officer.

### **Insurance**

- 2.29 The Owner shall provide at its own expense and ensure that an insurance policy approved by the Council and underwritten by a reputable insurer is in force at all times, such policy to provide public liability cover for both the Owner and the Council in a sum of not less than ten million pounds (£10,000,000) (and with an excess not exceeding one thousand pounds (£1,000) for any one accident or incident caused by or arising out of or in any way connected with (1) the carrying out of the Works and / or (2) the presence of the Wind Amelioration Scheme whether on in under or over the highway and in each case without limit on the number of claims arising out of any single accident or incident or the number of accidents or incidents in respect of which claims may be made in any insurance period.
- 2.30 Prior to the commencement of the Works the Owner shall provide the Officer with a letter from its insurers that the Works are covered by such insurance policies as the Owner is required to maintain pursuant to this Agreement and that such insurance has been effected.
- 2.31 A copy of the schedules to the policy shall be provided to the Council on inception and annually at each renewal and a copy of the relevant policy shall be provided to the Council on request.

### **Disposal of the Development**

- 2.32 The Owner shall not charge part with transfer assign or otherwise dispose of the whole or any part of its interest in the Development without first delivering to the Council a deed of adherence executed by the chargee transferee assignee or disponee in the form set out in Annex 2 and enforceable against them by the Council covenanting that the chargee transferee assignee or disponee will observe and comply with the provisions of this Agreement as if they had been a party to it and including an obligation in the same terms as this clause.
- 2.33 The parties hereby consent to a restriction being placed on the registered titles to the Development (and which for the avoidance of doubt does not affect the charge already entered into by the Bank) as follows:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by an authorised officer of Leeds City Council that the provisions of clause [2.32] of an Agreement dated [X] and made between

- (1) **Leeds City Council** of Civic Hall, Leeds, LS1 1UR; and
- (2) (i) **CPPI Bridgewater Place General Partner Limited** (Company No. 04764988) of/whose registered office is at Liberty House, 222 Regent Street, London, W1B 5TR (on behalf of itself and on behalf of CPPI Bridgewater Place Limited Partnership) (ii) **CPPI Bridgewater Place Limited Partnership** (LP008923); and (iii) **CPPI Bridgewater Place Nominee Limited** (Company No. 09360721) of/whose registered office is at Liberty House, 222 Regent Street, London, W1B 5TR; and
- (3) **Barclays Bank PLC** (Company No. 1026167) of/whose registered office is at 1 Churchill Place, London, E14 5HP

have been complied with.”

### **Indemnity**

- 2.34 The Owner shall indemnify and keep the Council indemnified from and against all and any injuries losses damages claims actions demands costs charges or expenses incurred by the Council (whether arising at common law or pursuant to contract or any statutory enactment providing for payment or otherwise) caused by or arising out of or in any way connected with this Agreement and/or the undertaking of the Works and/or the presence of the Wind Amelioration Scheme in or on the Development and / or on in under or over the highway.

For the avoidance of doubt the liability of the Owner under this clause arises whether or not the injuries losses damages claims actions demands costs charges or expenses incurred by the Council are attributable to negligence on the Owner's part or on the part of any person for whom the Owner is responsible and notwithstanding that the Owner is or may be acting in pursuance of a statutory duty **PROVIDED** that this indemnity shall not apply in so far as and to the extent that such injuries losses damages claims actions demands costs charges or expenses are attributable to the deliberate misconduct or negligence of the Council or its employees.

## **3 NUISANCE**

- 3.1 For the avoidance of doubt:

- (a) nothing in this Agreement relieves the Owner of the obligation at all times hereafter to ensure that the Development and / or the Wind Amelioration Scheme do not cause a private or public nuisance by creating, maintaining or allowing to remain in place a danger to members of the public using the highway or other landowners in the vicinity of the Development; and
- (b) nothing in this Agreement shall be construed as any agreement or acquiescence by the Council to or in any nuisance caused or contributed to by the Development and / or the Wind Amelioration Scheme or shall afford the Owner a defence in whole or part to any action in public or private nuisance by the Council or any third party or afford the Owner with any claim for contribution or indemnity as against the Council in relation to any such claim.

## **4 DEFAULT BY THE OWNER**

- 4.1 If the Officer considers that a breach or non-observance or non-performance of any of the provisions of this Agreement has occurred on the part of the Owner, the Council may serve a Default Notice on the Owner and any Relevant Chargee stipulating the breach and the Default Period.
- 4.2 If the Owner and the Relevant Chargee fail to comply with the Default Notice within the Default Period the Council shall be entitled to (1) call upon the Bond (if available and in so far as the same is sufficient in respect of the breach, non-observance or non-performance in question) and / or (2) do such other things as may be required to remedy such breach non-observance or non-performance in the opinion of the Officer and charge the cost thereof to the Owner and (3) (subject to the Council having first exercised its rights under (1) and (2)) terminate this Agreement.
- 4.3 Notwithstanding the provisions of this clause 4 and without prejudice to the generality of the same, if the Officer considers that a breach or non-observance or non-performance of any of

the provisions of this Agreement has occurred on the part of the Owner which gives rise to an emergency situation and / or otherwise adversely affects public safety (the decision of the Officer in this respect being final) the Council shall be entitled to (1) call upon the Bond (if available and in so far as the same is sufficient to remedy the breach, non-observance or non-performance in question) and / or (2) do such things as may be required to remedy such breach non-observance or non-performance and charge the cost thereof to the Owner and (3) (provided the Council shall first have exercised its rights under (1) and (2)) terminate this Agreement without, in the case of (1) or (2), first having to serve a Default Notice on the Owner or any Relevant Chargee.

- 4.4 The costs and expenses of serving a Default Notice and / or of carrying out any works and / or of doing all such things as may be done by the Council to remedy any breach, non-observance or non-performance (1) in the event of failure to comply with the Default Notice within the Default Period or (2) pursuant to the provisions of the preceding clause, shall be payable to the Council by the Owner forthwith on demand.

## **5 OWNER'S WARRANTIES**

The Owner warrants and represents to the Council that:

- 5.1 both CPPI Bridgewater Place General Partner Limited and CPPI Bridgewater Place Nominee Limited are limited liability corporations duly incorporated and validly existing under the law of their jurisdiction of incorporation;
- 5.2 the obligations expressed to be assumed by the Owner in this Agreement are legal valid binding and enforceable obligations;
- 5.3 the entry into and performance by the Owner of this Agreement and any other documents relating to the Works and/or the Wind Amelioration Scheme do not and will not conflict with any law or regulation or judicial or official order applicable to the Owner and/or to its or their constitutional documents and/or to any agreement or instrument binding upon the Owner or any of the Owner's assets;
- 5.4 the Owner has the power to enter into perform and deliver the Agreement and has taken all necessary action to authorise the Owner's entry into performance and delivery of this Agreement and any other documents relating to the Works and/or the Wind Amelioration Scheme;
- 5.5 no limit on the Owner's powers will be exceeded as a result of entering into this Agreement or any other documents as may relate to the Works and/or the Wind Amelioration Scheme;
- 5.6 all authorisations required to enable the Owner lawfully to enter into and exercise the Owner's rights and/or comply with the Owner's obligations under this Agreement and any other documents relating to the Section 50 Works and the Highway Works have been obtained or effected and are in full force and effect;
- 5.7 the Owner has not taken any action nor have any other procedures or steps been taken or legal proceedings been commenced or threatened against CPPI Bridgewater Place General Partner Limited and/or CPPI Bridgewater Place Nominee Limited for winding up dissolution administration or reorganisation (by way of voluntary arrangement scheme of arrangement or otherwise) or for the appointment of a liquidator receiver administrator administrative receiver compulsory manager or similar person of either of them or of any or all of their assets or undertakings which has not been withdrawn struck out or otherwise dismissed; and

- 5.8 all information provided to the Council by or on behalf of the Owner on or before the date of this Agreement is true complete and accurate and is not misleading in any way.

## **6 COUNCIL'S COVENANTS AND POWERS ETC**

- 6.1 Subject to the terms of this Agreement and compliance by the Owner with its obligations assumed under this Agreement including the payment of all sums due under this Agreement and the Schedules hereto and without prejudice to the Council's statutory duties powers and discretions, the Council, in its capacity as highway authority hereby grants a licence for the Projection to the Owner in accordance with the provisions of Schedule 8.
- 6.2 Subject to the terms of this Agreement and compliance by the Owner with its obligations assumed under this Agreement including the payment of all sums due under this Agreement and the Schedules hereto and without prejudice to the Council's statutory duties powers and discretions, the Council, in its capacity as Highway Traffic and Street Authority:
- (a) grants to the Owner the licences and permissions under the 1980 and 1991 Acts referred to in this Agreement to carry out the Phase 1 Works; and
  - (b) undertakes to:
    - (i) comply with the provisions of Schedule 5 with regard to Traffic Management and the making of Traffic Orders;
    - (ii) comply with its obligations at Schedule 6 with regard to the Highway Works; and
  - (c) shall not unreasonably obstruct the Owner:
    - (i) from carrying out the Phase 1 Works as expeditiously and economically as soon as reasonably possible;
    - (ii) from carrying out the Hotspot Testing on completion of the Phase 1 Works; and
    - (iii) from completing the Wind Amelioration Scheme as expeditiously and economically as reasonably possible upon agreement as to or determination of the scope of the Phase 2 and any Phase 3 Works.
- 6.3 The Council covenants that where any agreement approval consent confirmation or expression of satisfaction is required of the Council it shall be given in writing and shall not be unreasonably withheld or delayed.
- 6.4 For the avoidance of doubt:
- (a) nothing contained or implied in this Agreement shall prejudice or affect the Council's rights powers duties and obligations in the exercise of any of its statutory functions (whether as Highway Authority or otherwise) and the rights powers duties and obligations of the Council under all public and private statutes bye-laws orders and regulations may be as fully and effectively exercised in relation to the Development, the Works and the Wind Amelioration Scheme as if the Council had not entered into this Agreement; and
  - (b) it is hereby expressly agreed and declared that the Council shall not have any liability to the Owner as regards (1) the design and / or carrying out of the Works and/or (2) the Hotspot Testing and / or (3) the design, installation, operation and/or maintenance



of the Wind Amelioration Scheme and / or (4) the design, operation and / or maintenance of any road closure protocol which may be implemented by the Council whether pursuant to the terms of this Agreement or otherwise; and

- (c) the Council makes no warranties that any or all of the Works and/or the Wind Amelioration Scheme will reduce wind flows and speeds in the vicinity of the Development.

## **7 TERMINATION / PART REMOVAL OF THE WIND AMELIORATION SCHEME**

7.1 This Agreement may be terminated by the Council in any of the circumstances specified in clause 4 by serving written notice of termination on the Owner and the Relevant Chargee.

7.2 If (i) any nuisance can only be abated effectively by the removal of all or part of the Wind Amelioration Scheme (ii) removal of all or part of the Wind Amelioration Scheme will not cause a further or continuing nuisance of equal or greater severity and (iii) it is in the public interest to retain the remaining parts of the Wind Amelioration Scheme (if any) in situ, the Council may (at its absolute discretion) by notice in writing require the Owner, within such reasonable period of time as shall be specified in the Notice, to remove the Wind Amelioration Scheme or only that part or those parts of the Wind Amelioration Scheme which, the parties agree are causing the nuisance. In the absence of agreement as to any of the matters referred to in (i), (ii) or (iii) above the matter may be referred by either party for resolution pursuant to clause 9. When agreed or determined under clause 9:

- (a) the Owner shall remove the Wind Amelioration Scheme or the specified part or parts of the Wind Amelioration Scheme within the period of time stipulated in the Notice or as otherwise agreed or in the absence of agreement determined pursuant to clause 9; but
- (b) this Agreement shall remain in full force with regard to the remaining parts of the Wind Amelioration Scheme (if any).

7.3 In the event of termination of this Agreement:

- (a) the Owner shall forthwith at its own expense cease the Works, if still incomplete, and, in any event, remove the whole or such part or parts of the Wind Amelioration Scheme as the Council may require and restore the highway to the satisfaction of the Council; and
- (b) after the Owner has completed any works that may be required to restore the highway to the satisfaction of the Council pursuant to 7.3(a) the Council shall forthwith (at the cost of the Owner) do all things necessary to remove the restriction entered on the titles to the Development referred to in Clause 2.33.

For the avoidance of doubt, the provisions of this Clause 7.3 shall survive any termination of this Agreement.

7.4 In the event of the Owner failing to comply with the provisions of the preceding clause the Council may carry out such works as are, in the opinion of the Officer, reasonably required to restore the highway to the satisfaction of the Council and the Owner shall reimburse the Council's costs and expenses of carrying out such works within 14 days of demand.

7.5 If at any time the Council is desirous of developing or facilitating the development of any area in the vicinity of the Development (by grant of planning permission or otherwise), the Council

shall, at its own expense, instruct a wind analyst of its choosing to provide a written report detailing the effect of the proposed development on the wind conditions in the vicinity of the Development, and his proposals as to the changes (if any) that he recommends should be made to the Wind Amelioration Scheme and/or the proposed development that will not cause a nuisance to arise and will minimise any adverse impact of the proposed development on wind speeds in the vicinity of the Development. Following receipt of the report from the Council's wind analyst and receipt of planning permission for the development proposals, the Council and the Owner shall negotiate in good faith and acting reasonably to agree any scope of works to be carried out in relation to the Wind Amelioration Scheme, and any amendments that may be necessary to this Agreement as a consequence of such works. The costs of any works contemplated by this clause 7.5 and the direct costs and expenses incurred in negotiating and agreeing any amendments to the Agreement shall be met by the Council or such third party or parties as the Council may nominate, but shall be at no cost to the Owner. For the avoidance of doubt consent to the works and/or the amendments to this Agreement shall not be unreasonably withheld or delayed by either party and neither party shall seek to condition its consent to the works or its entry into any amendment to this Agreement by way of payment of any premium or other payment over and above the direct costs of negotiating any amendments to this Agreement or negotiating, implementing, maintaining and insuring the amendments to the Wind Amelioration Scheme required as a result of the development proposal. If either party considers that the other is unreasonably withholding or delaying its consent or is not acting in good faith to agree the scope of the works or amendments to this Agreement it may refer the matter for resolution of the dispute under clause 9.

## **8 SUCCESSORS IN TITLE**

- 8.1 Subject to clause 8.2 the terms and conditions of this Agreement shall be binding on the successors in title to every owner of the Development and every Relevant Chargee save that none of the terms obligations and covenants in this Agreement shall be binding upon:
- (a) any owner and/or occupier or chargee of any residential dwelling within the Development; and/or
  - (b) any commercial lessee and/or occupier or chargee of any commercial and business floorspace lease within the Development; and/or
  - (c) any statutory undertakers with an interest (other than an owner's interest) in the Development.
- 8.2 Neither the Bank nor any Relevant Chargee shall have any liability under this Agreement unless and until it takes possession of the Development or some part thereof pursuant to its charge and on disposal of the Development or such part of the Development of which possession has been taken shall be fully and finally released from and shall have no further liability under this Agreement save in respect of a breach of the Agreement that it has itself caused whilst mortgagee in possession

## **9. DISPUTE PROVISIONS**

- 9.1 Save with regard to such matters as are to be referred to the Independent Wind Analyst under the terms of this Agreement, any dispute or difference arising between the parties as to their respective rights and obligations under this Agreement and/or as to any matter in any way arising out of or connected with the subject matter of this Agreement may, except as otherwise expressly herein provided and except on questions of law, be determined by an expert who may be appointed jointly by the parties in dispute or in default of such agreement by the President for the time being of the Institution of Civil Engineers. Any expert so

appointed shall not act as an arbitrator and his decision shall be final and binding on the referring parties, but before making a decision he shall give the parties a full opportunity of making such representations as they may reasonably require.

9.2 Any questions of law and any dispute or difference arising between the parties in relation to this Agreement which is not referred to an independent expert for determination by consent pursuant to the preceding clause shall be determined according to the law of England and Wales and shall be subject to the exclusive jurisdiction of the Leeds District Registry of the High Court of England and Wales, Technology and Construction Court save that nothing contained or implied in this clause prejudices or otherwise affects the public law rights of the Owner to bring a claim against the exercise of any powers and/or statutory functions by the Council

## 10 MISCELLANEOUS

10.1 This Agreement is made under and is subject to the laws of England and Wales.

10.2 No person who is not a party to this Agreement may enforce any terms of it pursuant to the Contracts (Rights of Third Parties) Act 1999 provided that this clause shall not affect any right of action of any person to whom this Agreement has been lawfully assigned or in whom it has otherwise become vested in law.

10.3 This Agreement shall at all times be read and construed (inter alia) as including:

- (a) a licence pursuant to Section 177 of the 1980 Act;
- (b) an agreement under Section 278 of the 1980 Act to carry out the Highways Works;
- (c) a licence under Section 50 of the 1991 Act for the Owner to carry out the Works and the Wind Amelioration Scheme

(as applicable) and the Owner shall henceforth be considered to be an undertaker for the purposes of the 1991 Act in relation to the Wind Amelioration Scheme.

10.4 In the case of late payment of any sum due to the Council pursuant to this Agreement interest at 2% above the base rate of National Westminster Bank Plc from time to time shall be payable thereon from the date on which payment fell due until the date on which payment is made.

10.5 The Council enters into this agreement pursuant to its powers under Sections 177 and 278 of the 1980 Act, Section 50 of the 1991 Act, Section 111 of the Local Government Act 1972 and all other enabling legislation.

10.6 Nothing contained or implied in this Agreement shall:

- (a) prejudice or affect the Owner's ability to protect its rights or powers whether through court action or otherwise; or
- (b) prejudice the rights of the Owners and/or the Bank to at any time make any such representations and/or objections or to make a claim for judicial review or statutory challenge in relation to any draft planning policy and/or planning applications in relation to development proposals in the vicinity of the Development and/or treat with any third party as they may consider appropriate.

10.7 The Owner hereby notifies the Council by a legal charge dated 27 May 2015 (the "**Charge**")

made by the Owner in favour of the Bank (as trustee and security agent for itself and certain other banks and financial institutions referred to in the Charge as the "**Secured Parties**"), the Owner has assigned to the Bank as first priority chargee and assignee all of the Owner's rights, title and interest in the Agreement as security for certain obligations now or hereafter owed by the Owner to the Bank and other Secured Parties. The Council acknowledges the assignment of the Agreement pursuant to the Charge and confirms that it has not received any prior notice that the Owner has assigned its rights under the Agreement to a third party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party. The parties agree that, until such time as the Bank ceases to be the Relevant Chargee:

- (a) the Owner may not agree to amend, modify or terminate the Agreement without the prior written consent of the Bank;
- (b) subject to paragraph (a) above and paragraph (c) below, the Council may continue to deal with the Owner in relation to the Owner's obligations under the Agreement unless and until the Bank notifies the Council that it has enforced the Charge or taken possession of the Development or some part thereof pursuant to the Charge. Thereafter the Council will cease to have any right to deal with the Owner in relation to the Agreement and therefore from that time, subject to the provisions of Clause 8.2 above, the Council should deal only with the Bank;
- (c) the Council is authorised to disclose information in relation to the Agreement to the Bank on request without any enquiry by the Council as to the justification for such disclosure or reference to or further authority from the Owner;
- (d) the Council shall pay or release the Claim direct to the Bank (and not to the Owner) unless the Bank otherwise agrees in writing;
- (e) the Council shall supply copies of all notices and other information under the Agreement to the Bank; and
- (f) the provisions of this notice may only be revoked with the written consent of the Bank.

**Executed as a deed** by the parties or their duly authorised representatives on the date of this Agreement.

## Schedule 1

### The Highway Works

1. Unless otherwise agreed between the Owner and the Council) the Highway Works shall comprise:
  - (a) the works set out in the Specification attached hereto (and as varied by (b) and (c) of this paragraph 1) and forming part of this Schedule 1 and be completed as shown indicatively on drawing 032543/c200E also attached hereto and forming part of this Schedule 1; and
  - (b) a new pedestrian crossing on Water Lane at the western boundary of the Development
  - (c) removal of the drop crossing on Water Lane shown indicatively on drawing 032543/c200E.
2. The Owner shall provide Highway layout amendments to accommodate landing areas and foundations for the columns comprised in the Installation including:
  - A high-kerbed central reservation island
  - Amended uncontrolled pedestrian crossing location on Water Lane
  - Amended kerblines
  - Reduction in length of left turn lane onto Neville Street
  - Required amendments to existing traffic signals posts and heads
  - Hard surfacing of a small area of land under baffle 3
  - Provision of metal studs or similar to identify the extent of the public highway on the building forecourt area.
3. The Owner shall complete to the satisfaction of the Council any works reasonably required following safety audits of the design and construction of the Highway Works.
4. The Owner will complete all associated civils works, including carriageway and footway reconstruction, tie-ins, resurfacing, lighting, signing, handrailings, drainage and lining works.
5. The Owner will be responsible for, at the Council's option, completing or meeting the cost of any statutory undertakers' works reasonably resulting from the Highway Works.
6. The Owner shall be responsible for obtaining and meeting the cost of obtaining any and all Traffic Regulation Orders associated with or arising out of the carrying out of the Highway Works.
7. For the avoidance of doubt the provision of item (3) of the Wind Amelioration Scheme or its foundations do not form part of the Highway Works.

**THE SPECIFICATION OF THE HIGHWAY WORKS FORMING PART OF SCHEDULE 1**

**DRAWING 032543/C200E FORMING PART OF SCHEDULE 1**

## Schedule 2

### Management Plan

The Management Plan required by Schedule 6 paragraph 2(c) shall include:

#### **1 Programme of Works**

- 1.1 A programme with the dates for carrying out the Highway Works
- 1.2 Once approved, the programme of works shall not be varied without the approval of the Council, such approval not to be unreasonably withheld or delayed.

#### **2 Traffic Management Proposals**

Details of any traffic management proposals necessary to enable the Highway Works to be constructed.

#### **3 Working Restrictions**

Any traffic management measures including road and footway closures necessary for the carrying out of the Highway Works (prior approval must be obtained from the Council for any such traffic management measures).

#### **4 Communication**

A programme for the Owner and the Council to meet at agreed stated intervals during the Highway Works.

#### **5 Traffic Regulation Orders**

Details of any Traffic Regulation Orders necessary to be made or revoked to facilitate the Highway Works.



## Schedule 3

## Commuted sums for maintenance liabilities (April 2015-March 2016)

	Element	Quantity	Unit	Unit rate (£)
1	<b>Carriageway</b>			
	(a) All construction types maintenance category 1, 2, 3a, 3b and 4a (All road types except 4b below)		m <sup>2</sup>	24.06
	(b) All construction types, maintenance category 4b (Local access road serving limited numbers of properties carrying only access traffic)		m <sup>2</sup>	10.71
	(c) Extra over the above for a carriageway junction of any class (single charge per junction)		No	889.88
	(d) Extra over for application of red anti-skid coloured surfacing		m <sup>2</sup>	17.95
	(e) Extra over for application of grey anti-skid coloured surfacing		m <sup>2</sup>	17.45
	(f) Vehicle containment kerbs		m	74.97
2	<b>Footway and paved areas</b>		m <sup>2</sup>	16.94
	(a) All construction types			
3	<b>Street lighting (Standard)</b>			
	(a) Lighting column up to and including 7m in height (standard)		No	1386.48
	(b) Lighting column over 7m and up to 15m in height (standard)		No	1655.07
	<b>Street lighting (Heritage or Enhanced) (chosen from availability list)</b>			
	(d) Lighting column up to and including 7m in height (heritage or enhanced)		No	1394.62
	(e) Lighting column over 7m and up to 15m in height (heritage or enhanced)		No	1664.76
	<b>Street lighting (Bespoke)</b>			By quotation
4	<b>Illuminated street furniture and signs</b>			
	(a) Any item of illuminated apparatus standard		No	651.11

	(b) Any item of illuminated apparatus heritage or enhanced		No	1034.62
5	<b>Non-illuminated street furniture and signs</b>			
	(a) Non illuminated advanced direction sign		No	392.67
	(b) Non-illuminated sign, bollard or other single point feature		No	392.67
	(c) pedestrian guardrail		m	42.34
6	<b>Traffic signals (refer to UTMC)</b>			By quotation
7	<b>Traffic calming features</b>			
	(a) Speed table (by surface area)		m <sup>2</sup>	153.73
	(b) Speed cushion		No	430.32
8	<b>Landscaping</b>			
	(a) Hard landscaping area (treat as footway)		m <sup>2</sup>	17.70
	(b) Soft landscaping grass		m <sup>2</sup>	5.24
	(c) Soft landscaping vegetation or shrub bed		m <sup>2</sup>	24.11
9	<b>Drainage</b>			
	(a) Individual road or footway gully		No	247.33
	(b) Kerb drainage systems (not including outfall; treat each outfall as a gully)		m	50.08

Notes:

Other special features, heritage materials, specialist materials or deviation from design standards should be estimated for separately.

Sustainable Urban Drainage Systems (SUDS) should be estimated for separately on a scheme specific basis.

Highway Structures / Retaining features should be estimated for separately on a scheme specific basis.

The liability period used for the calculation of the above rates is 20 years. Other site specific items will also be based on a liability period of 20 years apart from Structures which will have a liability period of 60 years.

## Schedule 4

### Information for organisations working in the Highway

- 1 Any work involving excavation on the highway or non-excavation work on a traffic sensitive street must be registered & approved by the Council's Network Management Section. The Traffic Management Act 2004 amended The New Roads and Street Works Act 1991 provides advance periods of notice for the registration of such works.
- 2 Any work of greater than 10 days duration must be registered 3 months before the proposed start date of the works. A minimum of 10 days before the start date of the works a further notice must be sent to confirm this start date. Notices must also be sent to confirm that the works have started and that the works have been completed. These notices must be sent within a day of the relevant event. Copies of the relevant notification forms are available from the Council's Network Management Section ([raswa.forms@leeds.gov.uk](mailto:raswa.forms@leeds.gov.uk)).
- 3 Any work less than 10 working days duration must be registered 10 working days before the proposed start date of the works. Further notices are required as detailed above (2).
- 4 Work on streets which have been designated as traffic sensitive streets may be subject to further restrictions being placed on them by the Council's Network Management Section. A Permit will be granted to undertake work on traffic sensitive streets following approval of the dates/times of operation and the agreed traffic and pedestrian management plans. The Permit number must be displayed on site for the duration of the works. Full details of Traffic Sensitive Streets are available from the Network Management Section.
- 5 Approval must be obtained from Network Management before any form of traffic control is placed on the highway. Separate forms are available to request various types of traffic control or temporary Traffic Orders.
- 6 All the work must be signed and guarded in accordance with Chapter 8 of the Traffic Signs Manual and the Safety at Street Works and Road Works Code of Practice. Traffic Signs and other apparatus must conform to the Traffic Signs Regulations and General Directions in force at the time.
- 7 One of the obligations of the 1991 Act requires that the works be supervised by a street works accredited supervisor. There must also be on site at all times when the works are in progress an accredited operative under the 1991 Act.
- 8 A minimum of £ 10 million Public Liability insurance must be provided by the contractor working on the highway on behalf of the Owner.
- 9 Some forms of traffic control or restrictions may take some time to either advertise or consult upon. It is recommended that you discuss your proposals with Network Management at the earliest opportunity.
- 10 Network Management may be contacted by telephone on 01132477526 or by e.mail at [Raswa.forms@leeds.gov.uk](mailto:Raswa.forms@leeds.gov.uk).

**Schedule 5****(The Traffic Orders)**

- 1 The Council shall as soon as reasonably required / practicable following the completion of this Agreement prepare the necessary notices and the Traffic Orders as required by the Road Traffic Regulations Act 1984 (1984 Act) and the regulations made thereunder for the effective operation of the Highway Works.
- 2 The Council as the traffic authority shall in considering any objections to the Traffic Orders disregard this Agreement in such consideration and if any such objections are made the Council shall have no duty or obligation to the Owner by reason of this Agreement or otherwise to make the Traffic Orders other than the duty it would have to all persons interested in the Traffic Orders in its capacity as local highway authority save that the Council shall use all reasonable endeavours to resolve such objections as soon as possible.
- 3 If there are any objections to the Traffic Orders and if the Council in exercise of its function as local highway authority resolves to make one or all of the Traffic Orders then the Traffic Orders shall be made and the statutory formalities completed as soon as reasonably possible.
- 4 The Council shall keep the Owner fully informed regarding any objections to the Traffic Orders and the progress in the making of the Traffic Orders but if the Council is involved in protracted discussions or litigation with objectors the Council shall be entitled to claim reimbursement from the Owner in writing in respect of the costs reasonably and properly incurred in such protracted discussions or litigation and the Owner shall pay such costs within 14 days of receiving a written demand from the Council **PROVIDED** that (1) the Owner shall be given a reasonable period of time to make representations to the Council in relation to any claims submitted by third parties prior to the Council agreeing to any claim and (2) this indemnity shall not extend to the costs of the Council in the event that any public law challenge against the use of its powers under the 1984 Act is successful.
- 5 The Council shall notify the Owner in writing of the reasonable and proper cost of making the Traffic Orders and the Owner shall pay to the Council such cost within 14 days of receiving a written demand from the Council.

## Schedule 6

### Specific Provisions Relating to the Highway Works

#### General

1. A minimum of 60 days prior to the commencement of any part of the Highway Works the Owner shall serve on the Officer a notice containing full details of any Traffic Regulation Order or Orders that it considers are required as part of the Highway Works.
2. A minimum of 30 days prior to the commencement of any part of the Highway Works the Owner shall serve on the Officer notice of its intention to commence the Highway Works and at the same time submit for his written approval:
  - (a) such detailed plans drawings and specifications as the Officer may reasonably require;
  - (b) the name and address of the contractor and any sub-contractor whom the Owner proposes to employ for carrying out the Highway Works who shall be 1991 Act code of practice accredited together with documentary evidence that both the contractor and any such sub-contractor possess public liability indemnity insurance of no less than £10,000,000 (ten million pounds) compliant with the terms of the insurance which the Owner is required to provide pursuant to the Agreement;
  - (c) the Management Plan compliant with the provisions of Schedule 2.
3. The Owner shall not commence any part of the Highway Works until the Officer has given written consent (not to be unreasonably withheld or delayed) to the Owner to commence such part of the Highway Works.
4. In undertaking work on or within the Highway the Owner shall comply with the provisions of (1) The Traffic Management Act 2004 and all other applicable statutory requirements and (2) Schedule 5 hereto.
5. As provided in clause 2.6 a Bond in a form and from a third party satisfactory to the Council shall be provided to the Council by the Owner prior to the commencement of the Highway Works and such bond ~~to~~ will be for the sum of Six hundred and seventy two thousand pounds (£672,000) which shall (1) reduce to one hundred and seventeen thousand two hundred pounds (£117,200) upon the issue of the Provisional Certificate (2) reduce to fifty thousand pounds (£50,000) upon the issue of the Final Certificate and (3) expire at the end of the Reinstatement Guarantee Period.

#### Payments

6. The Owner shall pay to the Council:
  - 6.1 prior to the submission of any documentation to the Officer with respect to the Highway Works a sum of money being the Council's estimated Checking Fee and Inspection Fee;
  - 6.2 the Commuted Sum to be paid in advance of commencement of the Highway Works;
  - 6.3 an initial payment of £6,000 on the date of this Agreement for Traffic Regulations Orders as required as part of the Highway Works and thereafter such further sums as may be required to cover any additional costs incurred or to be incurred by the Council in respect of the Traffic Regulation Orders payable within 14 days of receipt of a written request to do so;

- 6.4 within 14 days following the issue of the Final Certificate a sum equal to the difference between the estimated Checking and Inspection Fees paid to the Council and the total Checking and Inspection Fees incurred by the Council provided that if the total estimated Checking and Inspection Fees paid to the Council exceed the total Checking and Inspection Fees incurred by the Council then the Council shall return the balance of the excess to the Owner within 14 days of confirmation of the final fees;
- 6.5 within 28 days of a written demand from the Officer the reasonable and proper costs of providing noise insulation in accordance with the Noise Insulation Regulations 1975 (as amended) and the cost of any claims reasonably and properly payable under the Land Compensation Act 1973 which result from or arise out of or are otherwise connected with the carrying out and/or use of the Highway Works provided that:
- (a) the Owner shall be given a reasonable period of time to make representations to the Officer in relation to any claims submitted by third parties prior to the Council agreeing to any claim;
  - (b) any such costs claims fees and expenses which are determined by the Leeds Valuation Office Agency or such other expert valuation body as may be appointed by the Council shall be deemed to be reasonably or properly payable for the purpose of this clause and the dispute resolution provisions below shall not apply to such determination.

#### **Pre-Highway Works obligations**

- 7 The Owner shall prior to the letting of a contract for the Highway Works submit to the Officer for their approval a Stage 2 safety audit for the detailed design which shall have been carried out at the Owner's expense in accordance with the Department for Transport Standard HD 19/15 or any more up to date requirement which may reasonably be required and implement any amendments to the Highway Works as the Officer may consider reasonably necessary following the Stage 2 safety audit.
- 8 The Council shall issue a permit or notice with start and finish dates enabling the Highway Works to commence once it is satisfied that all the requirements of the pre-highway works obligations have been submitted and approved and all required payments have been made and the Owner shall not commence the Highway Works until such permit or notice has been issued and shall complete the Highway Works as expeditiously as possible and in any event by the finish date specified by the Council.

#### **Variation of the Highway Works**

- 9 Where the Owner wishes to make a variation to the Highway Works the Owner shall make a request for such variation in writing to the Officer and the Officer shall upon receiving the same use reasonable endeavours to respond to the Owner as soon as reasonably practicable. No variation to the Highway Works shall be carried out without the consent in writing of the Officer being first obtained.
- 10 Where in the reasonable opinion of the Officer it is necessary to undertake a variation of the Highway Works (not being a variation that adversely affects the Phase 1 Works or the Phase 1 Installation, or would otherwise cause the Owner to breach the terms of the Planning Permission) the Owner shall undertake such works as the Officer may specify at its own expense as if it were part of the Highway Works.

### **Obligations during the Construction Period**

- 11 The Owner and the Council agree to abide by the provisions of the Management Plan.
- 12 The Owner covenants with the Council during the period when the Highway Works are under construction that where in the reasonable opinion of the Officer it is appropriate or necessary the Officer may suspend the undertaking of the Highway Works or require the Owner at its own expense to take such other action as the Officer deems appropriate.
- 13 The Owner shall prior to the issue of the Provisional Certificate carry out a Stage 3 safety audit at its own expense in accordance with the Department for Transport standard HD 19/15 or any more up-to-date requirements and shall submit it to the Officer.
- 14 The Owner shall prior to the issue of a Final Certificate carry out a Stage 4 safety audit at its own expense in accordance with the Department for Transport standard HD 19/15 or any more up-to-date requirements and shall submit it to the Officer.
- 15 The Owner shall carry out at its own expense such reasonable recommendations as the Officer may make following consideration by him of the Stage 3 and/or Stage 4 safety audits and the Officer shall be under no obligation to issue a Provisional or Final Certificate until such recommendations have been implemented to his satisfaction.

### **Authority to enter**

- 16 The Council hereby authorises the Owner its servants agents and contractors to enter upon such part of the Highway and any other land owned by the Council adjacent to the Highway as is necessary to enable the carrying out and completion of the Highway Works and to do such works to the Highway as are necessary in carrying out the terms of this Agreement provided always that any damage or disturbance to the Highway and/or any other land owned by the Council caused by or resulting from such entry shall forthwith be made good and restored to the reasonable satisfaction of the Council.

### **Obligations following construction of Highway Works**

- 17 When the Officer is satisfied that the Highway Works have been satisfactorily completed the Officer will issue a written Provisional Certificate of completion for the Highway Works.
- 18 The Owner shall within 28 days of the issue of the Provisional Certificate for the Highway Works supply the Officer with a copy of the as built drawings and specifications.
- 19 In the event that the Officer notifies the Owner of any defect or defects in the Highway Works that may have become or which becomes apparent during the Maintenance Period the Owner shall remedy and make good such defect or defects at its own expense and to the reasonable written satisfaction of the Officer as soon as reasonably practicable to do so.
- 20 Subject to the Officer confirming that the Highway Works have been undertaken to his satisfaction including the remedying of any defects or the carrying out of any amendments required pursuant to this Agreement the Final Certificate for the Highway Works shall be issued by the Officer 12 months following the issue of the Provisional Certificate upon the expiry of the Maintenance Period.

### **Statutory undertakers**

- 21 This Agreement does not authorise interference with statutory undertakers' apparatus or works without the prior approval of the Officer and the consent of the statutory undertakers nor the

installation or use of telecommunications apparatus without the prior approval of the Officer and the consent of the relevant telecommunications undertaker nor entry upon nor doing works to or on any land other than the Highway.

- 22 There will be no changes to or interference with statutory undertakers' apparatus without the prior written consent of the Officer.

### **Bond**

- 23 In the event the Council shall serve a notice on the Surety pursuant to clause 2.3 of the Bond then within 5 Business Days of the expiry of the Reinstatement Guarantee Period it shall pay to the Owner the amount it receives from the Surety less the aggregate of any monies incurred by the Council to cover the full and proper cost of any reinstatement works as may have been undertaken by the Council pursuant to paragraph 12 of Schedule 7 of the Agreement (the "**Claim**").



## Schedule 7

### Specific Provisions Relating to the Section 50 Works

#### Payments

- 1 The Owner shall pay to the Council in connection with the granting and administration of this Schedule:
  - (a) the sum of Eight hundred and forty pounds (£840) in respect of administration expenses (non-returnable);
  - (b) the sum of Twenty three thousand eight hundred pounds (£23,800) which the Council will accept as a capitalised payment in lieu of the annual fee recoverable under Schedule 3 paragraph 2(b) of the 1991 Act; and
  - (c) the sum of Three hundred pounds (£300) for the chargeable inspection fees per unit of inspection.

#### Design

- 2 The design of the Section 50 Works shall be the sole responsibility of the Owner but shall be such as to enable the Wind Amelioration Scheme to be satisfactorily completed whilst meeting the requirements of the Design Manual for Roads and Bridges, the Construction (Design & Management) Regulations and all other relevant standards. For structures on the highway the technical approval of the Council (acting as highway authority) is required and the Owner must obtain such approval in principle and pay the fees of the Council in connection therewith before commencing the Section 50 Works.

#### Construction

- 3 The Works shall be carried out in accordance with the current form of the Leeds City Council Guide for the Installation of Apparatus in the Highway from time to time (presently as updated 25th November 2014 and appended hereto as Annex 1) and the Owner shall conform to any reasonable and proper special conditions which the Council (acting reasonably) deems to be relevant in connection therewith.
- 4 The Works shall be carried out on behalf of the Owner by a contractor holding valid Street Works Certificates for operatives and supervisors in accordance with Section 67 of the 1991 Act and accompanying regulations the identity of which contractor shall be approved in writing by the Council prior to the commencement of the Section 50 Works, such approval not to be unreasonably withheld or delayed.
- 5 The following statutory notices must be served by the Owner in accordance with the Council's Guide for the Installation of Apparatus in the Highway:
  - 5.1 advance notice of the Section 50 Works;
  - 5.2 notification of actual start of the Section 50 Works;
  - 5.3 notification of completion of the Section 50 Works; and
  - 5.4 when the street surface (if disturbed) has been reinstated.

- 6 Without prejudice to and without in any way affecting the overriding obligations of the Owner under this Agreement the Owner shall conform to the reasonable and proper requirements of the Council in respect of the undertaking of the Section 50 Works the positioning in the Highway of the Installation and the specification for and timing of the opening and reinstatement of the highway.
- 7 It is the duty of the Owner to reinstate the highway in so far as the same may be disturbed by the Section 50 Works. The Owner shall begin the reinstatement as soon after the completion of any part of the Section 50 Works as is reasonably practicable and shall carry on and complete the reinstatement with all such dispatch as is reasonably practicable.
- 8 The Owner shall within 10 Working Days from the date on which the reinstatement of the highway is completed give notice to the Council of that completion:
  - 8.1 stating whether the reinstatement is permanent or interim; and
  - 8.2 giving such other information about the reinstatement as may be prescribed or otherwise required by the Council.
- 9 If the reinstatement is interim the Owner shall complete the permanent reinstatement of the highway as soon as reasonably practicable and in any event within 6 months from the date on which the interim reinstatement was completed.
- 10 The Owner shall within 10 Working Days from the date on which the permanent reinstatement required by this Agreement is completed give notice to the Council of that completion giving such other information about the reinstatement as may be prescribed or otherwise required by the Council.
- 11 Any disturbed portion of the highway is to be reinstated in accordance with the then current "Specification for the Reinstatement of Openings in Highways" - A Code of Practice approved by the Secretary of State for Transport using the level of care and skill to be reasonably expected from a competent contractor and to the reasonable satisfaction of the Council.
- 12 The Owner will guarantee the reinstatement of the disturbed portion of the highway for a period of two years where depth of cover over any equipment is 1.5 metres or less. The reinstatement of any deeper openings will be guaranteed for three years. The guarantee period will commence on completion of the permanent reinstatement of the disturbed portion of the highway. In the event that any reinstatement works fail to continue to be of a serviceable and satisfactory quality for use as a public highway within the relevant guarantee period the Owner will upon demand at its own cost forthwith repair and restore the reinstatement works to a serviceable and satisfactory quality for use as a public highway. Alternatively the Council may at its option carry out such works itself whereupon the Owner will upon demand pay to the Council the reasonable cost of such works.
- 13 The Owner shall afford the Council such reasonable facilities as the Council may require for inspecting the Section 50 Works when the Section 50 Works are at the following stages:
  - 13.1 during the progress of the Section 50 Works;
  - 13.2 within 6 months following notification of any interim or permanent Reinstatement; and
  - 13.3 within 3 months preceding the end of any guarantee period mentioned in paragraph 12 above

and the Council will be entitled to carry out such inspections as it considers necessary and the Owner will pay the Council reasonable and proper charges for each inspection undertaken. If at any of these inspections (or through any other inspection or report) the Section 50 Works are found not to be compliant with the 1991 Act the Owner shall carry out remedial works within such reasonable timescales as shall be notified by the Council. The remedial works shall be carried out to the reasonable satisfaction of the Council and may be inspected by the Council and a statutory fee charged.

- 14 At least three months before the proposed commencement date of the Section 50 Works the Owner shall take all such steps as may be necessary to ascertain whether any existing or proposed apparatus within the highway is likely to be affected by the Section 50 Works and shall communicate with the party or parties responsible for the installation and/or maintenance of such apparatus with a view to ascertaining what steps may be thought reasonably necessary to protect such existing or proposed apparatus during the Section 50 Works. The Owner shall abide by all reasonable and proper requirements of any such responsible party and shall provide to the Council prior to commencement of the Section 50 Works written evidence of such apparatus as there may be and of the steps which any responsible party may have requested and of the steps to be taken by the Owner to afford protection to such apparatus. The Owner shall carry out as a part of the Section 50 Works all such protective steps as may have been so specified together with such further protective steps as the Council may reasonably require.
- 15 Upon completion of the Section 50 Works a Construction Compliance Certificate certifying that the Section 50 Works have been completed in accordance with the requirements of this Agreement shall be submitted by the Owner to the Council together with a copy of all the relevant health and safety documents necessary to ensure the safety of all users of the highway.
- 16 Within 10 Working Days of completion of the Works the Owner shall deposit with the Council a plan to a scale of 1/200 showing with measurements the location of the Wind Amelioration Works within the highway to a longitudinal and vertical accuracy of  $\pm 100\text{mm}$ .

**Schedule 8****Specific Provisions Relating to the Projection****Licence**

- 1 The Council hereby consents to the construction use and maintenance by the Owner of the Projection in the position and in accordance with the dimensions and at the heights shown on the Projection Plan.

**Works**

- 2 The work of constructing and erecting the Projection shall be carried out by the Owner at its own cost and expense and in a manner to be approved by the Council (such approval not to be unreasonably withheld) and the Projection shall thereafter be maintained by or on behalf of the Owner in all respects to the reasonable satisfaction of the Council.

**Maintenance**

- 3 Notwithstanding the consent of the Council hereby granted it is and shall at all times remain the sole responsibility of the Owner to ensure that the Projection does not cause any nuisance or disturbance to the Council and/or members of the public using the highway and/or any other third parties.



Executed as a deed by ) .....  
**CPPI Bridgewater Place General Partner** ) Director  
**Limited**-(on behalf of itself and on behalf of )  
**CPPI Bridgewater Place Limited Partnership)** )  
acting by two directors or by a director and its )  
secretary ) .....  
) Director/Secretary

Executed as a deed and delivered by ) .....  
**CPPI Bridgewater Place Limited Partnership** ) Director  
**acting** by its **General Partner CPPI** )  
**Bridgewater Place General Partner Limited** )  
acting by two directors or by a director and its )  
secretary ) .....  
) Director/Secretary  
)

Executed as a deed by ) .....  
**CPPI Bridgewater Place Nominee Limited** ) Director  
acting by two directors or by a director and its )  
secretary ) .....  
) Director/Secretary

The common seal of )  
**Leeds City Council** )  
was hereby affixed in the presence of )

.....  
Name

.....  
Signature

.....  
Job Title

Executed as a deed by  
for and on behalf of **Barclays Bank plc** in the  
presence of:

)  
)  
)  
)

.....  
Witness's signature

Witness' name:

Witness' address:

**Annex 1**

**Leeds City Council Guide for the Installation of Apparatus in the Highway (as updated 25th  
November 2014)**



**Annex 2**

**Deed of Adherence For Relevant Chargees**

To: [ ]

From: [ ]

Dated: [ ]

Dear Sirs

**Agreement dated [ ] 2016 made between (1) Leeds City Council (2) CPPI Bridgewater Place General Partner Limited (3) CPPI Bridgewater Place Limited Partnership (4) CPPI Bridgewater Place Nominee Limited and (5) Barclays Bank PLC (“Agreement”)**

1. We refer to the Agreement. This deed (the **Deed of Adherence**) shall take effect as a Deed of Adherence for the purposes of the Agreement and terms defined in the Agreement have the same meaning in paragraphs 1-4 of this Deed of Adherence unless given a different meaning in this Deed of Adherence.
2. [ ] agrees to be bound by the terms of the Agreement. [ ] is a company duly incorporated under the laws of England and Wales and is a limited liability company and registered number [ ].
3. [ ] administrative details for the purposes of the Agreement are as follows:

Address:

Fax No.:

Attention:

**IT IS AGREED** as follows:

4. This Deed of Adherence and any non-contractual obligations arising out of or in connection with it is governed by English law.

Executed as a deed by **[insert name of company]** acting by [insert name of director], a director, in the presence of:

.....  
Director

*Signature (Witness)* .....

*Print Name* .....

*Address* .....

*Occupation* .....

**Annex 3**

**Option 6C as shown in the CPP report dated July 2014**

**Annex 4**

**The Revised Proposal of Buro Happold Engineering (Revision 6)**

**Annex 5**

**Land Registry Plans of the Development**

**Annex 6**

**The Site Plan**

**Annex 7**

**Hotspot Plan**

**Annex 8**

**The Projection Plan**

**Annex 9**

**Highway Structures Code of Practice Referred to in Clause 2.20 of the Agreement**

**Annex 10**

**Form of Bond**

**Annex 11**

**Maintenance Specification**

**Annex 12**

**Phase 2 Works**

**Annex 13**

**Pre-Commencement Monitoring Specification**