

DATED

25 August

2022

NORWOOD WESTGATE LIMITED (1)

-and-

ANCHOR HANOVER GROUP (2)

-and-

LNT CONSTRUCTION LIMITED (3)

-and-

LAWRENCE NEIL TOMLINSON (4)

TO

LEEDS CITY COUNCIL (5)

PLANNING OBLIGATION BY UNILATERAL UNDERTAKING

under Section 106 of the Town and Country Planning Act 1990 (as amended)

relating to Land at Ashfield Works, Westgate, Otley, LS21 3AU

Leeds City Council
Civic Hall
Leeds,
LS1 1UR
A76/JL/162123

THIS DEED is made on

25 August

2022

BY:-

- (1) **NORWOOD WESTGATE LIMITED** incorporated and registered in England and Wales with company number 12281322 whose registered office is at 32-34 The Grove, Ilkley, LS29 9EE ("Owner").
- (2) **ANCHOR HANOVER GROUP** a charitable housing association registered as a society under the Co-operative and Community Benefit Societies Act 2014 with registration number 7843 whose registered office is at The Heals Building, Suites A & B, 3rd Floor, Torrington Place, London, WC1E 7HJ ("Anchor").
- (3) **LNT CONSTRUCTION LIMITED** incorporated and registered in England and Wales with company number 12065889 whose registered office is at Helios 47, Isabella Road, Garforth, Leeds, United Kingdom, LS25 2DY ("LNT").
- (4) **LAWRENCE NEIL TOMLINSON** of Cragg Hall Farm, Linton Lane, Wetherby, LS22 4JF ("Mortgagee").

TO:-

- (5) **LEEDS CITY COUNCIL** of Civic Hall, Leeds, LS1 1UR ("Council")

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.
- (B) The Owner owns the Norwood Property subject to a mortgage in favour of the Mortgagee under Land Registry Title Number YY142950
- (C) Anchor is entitled to be registered as owner of the Anchor Land Registry Title pursuant to a Transfer dated 31 March 2022 with LNT Care Developments 3 Limited.
- (D) LNT has an interest in the Anchor Property by way of it being the developer of the residential care home for the elderly on the Anchor Property.
- (E) The Owner has made the Planning Application and is proposing to carry out the Development.
- (F) The Owner intends to develop the Property pursuant to the Original Planning Permission.

- (G) The Mortgagee is the registered proprietor of the charge dated 23 July 2020 referred to in entry numbers C4 and C5 of the charges register of the Norwood Property and has agreed to enter into this Deed to give its consent to the terms of the unilateral undertaking.
- (H) The Original Planning Permission was granted on 20 May 2019.
- (I) In accordance with the Council's Local Plan Policy ID2 on planning contributions the Owner and LNT give this undertaking to perform the obligations set out in this Deed.

OPERATIVE PROVISIONS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Deed.

1.1. Definitions:

Anchor Land	the freehold land at north-east side of Westgate, Otley shown edged [blue] on the Plan being the land registered at HM Land Registry with absolute title under title number YY141982
Base Rate	the base rate from time to time of Barclays Bank plc.
Bond Agreement	the guarantee bond to be entered into by (1) LNT, (2) the Owner and (3) Leeds City Council as set out in the Schedule to this Deed.
Bond Amount	the total costs of the Highway Works, minus the Contribution sum
Chief Planning Officer	the Chief Planning Officer of the Council for the time being or such other officer of the Council nominated by him for the purposes of this Deed
Care Home	the care home constructed on the Anchor Land pursuant to the Original Planning Permission
Contribution	the sum of £425,000.00 (four hundred and twenty five thousand pounds) towards the cost of Highway Works.
Council	Leeds City Council of Civic Hall, Calverley Street, Leeds, West Yorkshire, LS1 1UR.
Default Interest Rate	4% per annum above the Base Rate.
Development	the development of the Norwood Property described in the Planning Application.

Highway Works	the works, including civil works, stats, site investigation, design, land dedication to highways, site supervision and commuted sums required as a consequence of the Development and pursuant to the Planning Permission, as indicatively shown on the plan annexed to this Agreement at Schedule 2
Index Linked	increased in accordance with the following formula: Amount payable = the Contribution x (A/B) where: A= the figure for the Retail Prices Index (All Items) that applied immediately preceding the date of actual payment. B= the figure for the Retail Prices Index (All Items) that applied when the index was last published prior to the date of this Deed.
Norwood Land	the freehold land at north-east side of Westgate, Otley shown edged red on the Plan being part of the land registered at HM Land Registry with absolute title under title number YY142950
Occupation Date	the date at which the Care Home and other uses permitted by current planning permission on the Land is first occupied by one or more Occupants
"Occupation" and "Occupy"	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, occupation for marketing or display or occupation in relation to security operations and reference to "Occupants" shall be construed accordingly
Plan	the plan attached to this Deed at Schedule 1.
Local Plan	the Core Strategy 2014 (as amended by the Core Strategy Selective Review 2019), Saved Leeds Unitary Development Plan Policies (reviewed 2006), the Natural Resources & Waste Local Plan 2013 (as revised 2015), the Leeds Site Allocation Plan 2019 and any made Neighbourhood Plan.
Original Planning Permission	an application with reference number 17/07108/FU and granted on 20 May 2019 for Demolition of derelict buildings, conversion of former industrial buildings to retail and office use, construction of

	care home, retail units, six residential units and new pay and display car park
Planning Application	an application for planning permission registered by the Council on 17 February 2022 under reference number 22/01175/FU.
Planning Permission	the planning permission to be granted by the Council in respect of the Planning Application
Property	together the Anchor Land and the Norwood Land
S278 Agreement	an agreement made under S278 of the Highways Act 1980 in connection with the Principal Agreement for the execution of the Highway Works by the Council the expense of the Owner and LNT
TCPA 1990	Town and Country Planning Act 1990.
Working Day	any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
1.2.	Clause headings shall not affect the interpretation of this Deed.
1.3.	A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
1.4.	Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
1.5.	Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
1.6.	A reference to any party shall include that party's personal representatives, successors and permitted assigns.
1.7.	A reference to the Council shall include the successors to its respective statutory functions.
1.8.	Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
1.9.	Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
1.10.	A reference to writing or written excludes faxes and e-mail.
1.11.	A reference to this Deed or to any other deed or document referred to in this Deed is a reference to this Deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this Deed) from time to time.
1.12.	References to clauses are to the clauses of this Deed.

- 1.13. Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14. Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. STATUTORY PROVISIONS

- 2.1. This Deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972 and any other enabling powers.
- 2.2. The obligations contained in clause 3 of this Deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner and Anchor and LNT with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns.
- 2.3. This Deed shall come into effect on the date of grant of the Planning Permission.
- 2.4. The obligations contained in clause 3 of this Deed are enforceable by the Council in accordance with section 106 of the TCPA 1990.

3. COVENANTS WITH THE COUNCIL

- 3.1. The Owner Anchor and LNT jointly and severally covenant with the Council:
 - 3.1.1. to pay the Contribution to the Council on or before the Occupation Date.
 - 3.1.2. to give at least 5 Working Days written notice to the Council of the Occupation Date.
 - 3.1.3. Not to Occupy or allow or permit Occupation of the Development until the Contribution has been paid to the Council and until the Council has given written approval to do so
- 3.2. The Owner and LNT covenant with the Council to deliver to the Council a completed Bond Agreement on the date hereof in the form attached at Schedule 1 hereto
- 3.3. The Owner and LNT covenant with the Council to pay

3.3.1. The cost of the Highway Works to the Council (less the value of the Contribution paid under clause 3.1.1 above) within 30 days of receipt of a written request and invoice from the Council to do so (or to pay multiple invoices within 30 days of receipt where instalment payments are requested towards the combined overall cost of Highway Works),

3.3.2. The cost of providing noise insulation to properties in accordance with The Noise Insulation Regulations 1975 (as amended) and the cost of meeting any other claims properly payable under the Land Compensation Act 1973 which arise as a result of the carrying out and the use of the Highway Works

Provided That

3.3.3. the Council shall provide reasonable evidence of cost of the Highway Works or relevant part thereof, the cost of providing noise insulation and the cost of meeting any other claims properly payable under the Land Compensation Act 1973 as applicable before or when making the request;

3.3.4. the Council shall not issue such request prior to the Parties entering into a S278 Agreement to allow delivery of the Highways Works, Provided That such agreement is completed within 8 weeks of the date

4. INDEXATION OF CONTRIBUTION

4.1. All financial contributions payable to the Council shall be Index Linked.

4.2. Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owner in writing.

5. MORTGAGEE'S CONSENT

5.1. The Mortgagee consents to the completion of this Deed and declares that its interest in the Norwood Land shall be bound by the terms of this Deed as if it had been

executed and registered as a land charge prior to the creation of the Mortgagee's interest in the Norwood Land.

- 5.2. The Mortgagee shall not be personally liable for any breach of the obligations in this Deed unless committed or continuing at a time when the Mortgagee is in possession of all or any part of the Norwood Land.

6. RELEASE

No person shall be liable for any breach of an obligation, restriction or covenant contained in this Deed after parting with all of its interest (as the case may be) in the Property, except in respect of any breach subsisting prior to parting with such interest.

7. DETERMINATION OF DEED

This Deed shall be determined and have no further effect if the Planning Permission is quashed following a successful legal challenge.

8. LOCAL LAND CHARGE

This Deed is a local land charge and shall be registered as such by the Council.

9. INTEREST ON LATE PAYMENT

If the Contribution has not been paid to the Council prior to or on the Commencement Date, the Owner shall pay the Council interest on the Contribution at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the Commencement Date to and including the date of payment.

10. OWNERSHIP

- 10.1. The Owner warrants that no person other than the Owner and the Mortgagee has any legal or equitable interest in the Norwood Property.

- 10.2. Until the obligations in clause 3 have been complied with the Owner will give to the Council within 5 Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property:

10.2.1. the name and address of the person to whom the disposition was made;
and

10.2.2. the nature and extent of the interest disposed of.

11. NOTICES

- 11.1. A notice or other communication to be given under or in connection with this Deed must be in writing and must be:
 - 11.1.1. delivered by hand; or
 - 11.1.2. sent by pre-paid first class post or other next working day delivery service.
- 11.2. Any notice or other communication to be given under this Deed must be sent to the relevant party as follows:
 - 11.2.1. to the Council at: Merrion House, Merrion Street, Leeds LS2 8BB marked for the attention of the Chief Planning Officer;
 - 11.2.2. to the Owner at 32-34 The Grove, Ilkley, LS29 9EE marked for the attention of Tim Schofield;
 - 11.2.3. to LNT at Helios 47, Isabella Road, Garforth, Leeds, LS25 2DY marked for the attention of Philip Raven;
 - 11.2.4. to Anchor at The Heals Building, Suites A and B, 3rd Floor Torrington Place, London, WC1E 7HJ marked for the attention of Jo Twigg; and
 - 11.2.5. to the Mortgagee at Helios 47, Isabella Road, Garforth, Leeds, LS25 2DY marked for the attention of Philip Raven;or as otherwise specified by the relevant person by notice in writing to each other person.
- 11.3. Any notice or other communication given in accordance with clause 11.1 and clause 11.2 will be deemed to have been received:
 - 11.3.1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day;
 - 11.3.2. if sent by pre-paid first class post or other next working day delivery service at 9.00 am on the Working Day after posting.
- 11.4. A notice or other communication given under this Deed shall not be validly given if sent by e-mail.

11.5. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

12. THIRD PARTY RIGHTS

A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

13. GOVERNING LAW

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

14. LEGAL FEES

The Owner shall pay to the council legal fees of £4,000 in respect of the negotiation and completion of this Undertaking on the date hereof

IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written.

EXECUTED as a **DEED** by

NORWOOD WESTGATE LIMITED



Director

In the presence of:

Signature of Witness



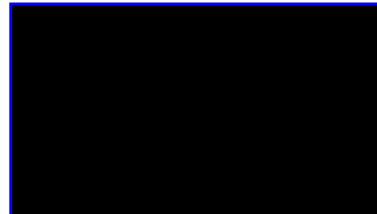
Name of Witness

Address



EXECUTED as a **DEED** by

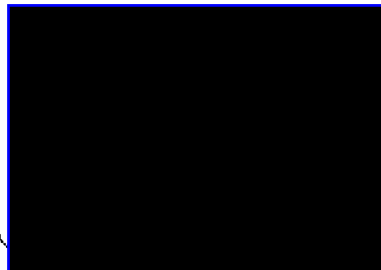
LNT CONSTRUCTION LIMITED



Director

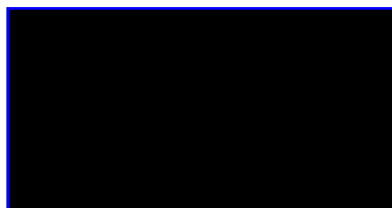
In the presence of:

Signature of Witness



Name of Witness

Address



EXECUTED as a **DEED** by

LAWRENCE NEIL TOMLINSON

in the presence of:

Signature of Witness

Name of Witness

Address

EXECUTED as a **DEED** by

ANCHOR HANOVER GROUP acting by

an authorised signatory in the presence

of:

Signature of Witness

Name of Witness

Address

Authorised Signatory

DATED 25 August 2022

NORWOOD WESTGATE LIMITED (1)

-and-

LNT CONSTRUCTION LIMITED (2)

-and-

LAWRENCE NEIL TOMLINSON (3)

-and-

LEEDS CITY COUNCIL (4)

ON DEMAND BOND AGREEMENT

relating to Land at Ashfield Works, Westgate, Otley, LS21 3AU

**Leeds City Council
Civic Hall
Leeds,
LS1 1UR**

THIS DEED is made the 25 day of August 2022

PARTIES: -

- (1) **NORWOOD WESTGATE LIMITED** incorporated and registered in England and Wales with company number 12281322 whose registered office is at 32-34 The Grove, Ilkley, LS29 9EE ("**Owner**").
- (2) **LNT CONSTRUCTION LIMITED** incorporated and registered in England and Wales with company number 12065889 whose registered office is at Helios 47, Isabella Road, Garforth, Leeds, United Kingdom, LS25 2DY ("**LNT**")
- (3) **LAWRENCE NEIL TOMLINSON** of Cragg Hall Farm, Linton Lane, Wetherby, LS22 4JF ("**Mortgagee**").
- (4) **Leeds City Council** of the Civic Hall, Leeds LS1 1UR ("**Council**").

BACKGROUND

- (A) The Principal Agreement requires the Owner and LNT to provide a bond to the Council.
- (B) LNT has agreed to enter into this Deed with the Council and the Owner (and with the consent of the Mortgagee) for the benefit of the Council in lieu of the Owner providing the Council with a bond pursuant to the Principal Agreement,

1 DEFINITIONS

- 1.1 In this Deed the following words and phrases have the following meanings unless the context otherwise demands:-

"Business Day"	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
"Financial Sum"	the total cost of the Highway Works (index linked) which are defined in the Principal Agreement minus the sum of £425,000.00 (four hundred and

twenty five thousand pounds); together with the cost of providing noise insulation to properties in accordance with The Noise Insulation Regulations 1975 (as amended) and the cost of meeting any other claims properly payable under the Land Compensation Act 1973 which arise as a result of the carrying out and the use of the Highway Works

"Highway Works"

the works, including civil works, stats, site investigation, design, land dedication to highways, site supervision and required as a consequence of the Development, as shown indicatively on the plan as annexed to this Agreement at the Schedule hereto

"Index Linked"

increased in accordance with the following formula:

Amount payable = the Contribution x (A/B) where:
A= the figure for the Retail Prices Index (All Items) that applied immediately preceding the date of actual payment.

B= the figure for the Retail Prices Index (All Items) that applied when the index was last published prior to the date of this Deed.

"Principal Agreement"

a Unilateral Undertaking provided to the Council by the Owner, Anchor Hanover Group, LNT and the Mortgagee dated on the date hereof pursuant to planning application 22/01175/FU

“S278 Agreement”

an Agreement made under S278 of the Highways Act 1980 for the execution of the Highway Works by the Council at the expense of the Owner and LNT in connection with the Principal Agreement

“Written Notice”

a notice in writing to be sent by the Council to the Owner and/or LNT requesting payment of the Bond Amount.

- 1.2 Clause headings are for reference only and shall not affect the construction of this Deed.
- 1.3 A “person” includes a natural person corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Where more than one person is included in the expressions “the Council” “the Owner” and “LNT” and agreements and obligations expressed to be made or assumed by such party are made or assumed and are to be construed as made or assumed by all such persons jointly and each of them severally.
- 1.5 Any covenant by the Owner and LNT not to do any act or thing shall be deemed to include a covenant not to cause permit or suffer the doing of that act or thing.
- 1.6 The masculine and the feminine and neuter gender include each of the other genders and the singular includes the plural and vice versa.
- 1.7 This agreement shall be binding on and ensure to the benefit of the parties to this agreement and their respective personal representatives successors and permitted assigns and references to any party shall include that party’s personal representatives successors and permitted assigns.
- 1.8 A reference to an Act of Parliament refers to the Act as it applies at the date of this Deed and any later amendment or re-enactment of it and any regulations or statutory instrument made under it.

- 1.9 A reference to a clause or schedule is a reference to a clause or schedule contained in this Deed.

2 PROMISE TO PAY FINANCIAL SUM

- 2.1 If the Owner and LNT fail to observe and perform the terms and conditions of the Principal Agreement (or reciprocal payment obligations contained in any Section 278 Agreement to be completed between the Parties) the Council may give Written Notice to LNT requiring LNT to pay to the Council the Financial Sum (whether in total or by way of instalment payments) and LNT shall pay that sum to the Council within five Business Days of receipt of the Council's notice Provided That

2.1.1 the Council shall provide reasonable evidence of cost of the Highway Works or relevant part thereof, the cost of providing noise insulation and the cost of meeting any other claims properly payable under the Land Compensation Act 1973 as applicable before or with the issue the Written Notice and shall not issue such Notice

2.1.2 the Council shall not issue such request prior to the Parties entering into a S278 Agreement to allow delivery of the Highways Works Provided That such agreement is completed within 8 weeks of the date hereof

2.1.3 The Council may issue separate notices to LNT on different occasions each requiring LNT to pay partial instalments up to the total amount of the sum referred to in clause 2.1

3 AMENDMENTS TO PRINCIPAL AGREEMENT

- 3.1 No modification amendment or supplement of the Principal Agreement shall affect release or impair the liability of LNT under this Deed. LNT's liability shall extend to all the liabilities of the Owner and LNT under the Principal Agreement as modified amended or supplemented.

- 3.2 The invalidity avoidance or termination of the Principal Agreement shall not affect release or impair the liability of LNT under this deed.
- 3.3 No waiver concession allowance of time compromise or forbearance shall affect release or impair the liability of LNT under this deed. The terms of this deed shall apply to the terms of any such waiver concession allowance of time compromise or forbearance as they apply to the Principal Agreement.

4 PRIORITY OF CLAIMS AGAINST THE OWNER

- 4.1 Until the Council has recovered all sums due to it under or in connection with the Principal Agreement, LNT and the Mortgagee shall not:
- 4.1.1 In respect of any payment made or liability under this deed claim rank or vote as a creditor in the liquidation of the Owner in competition with the Council; or
 - 4.1.2 Enforce any security over the assets of the Owner in respect of any such payment or liability in competition with the Council.
- 4.2 This clause 4 shall not limit or restrict the exercise or enforcement by LNT or the Mortgagee of its rights against any other person.
- 4.3 If LNT or the Mortgagee recovers any sums in breach of clause 4.1 LNT shall hold such sums on trust:
- 4.3.1 To pay to the Council any sums due from the Owner to the Council under or in connection with the Principal Agreement; and
 - 4.3.2 Subject to clause 4.2.1 for the benefit of LNT or Mortgagee.

5 CONCLUSIVE LIABILITY AND EXTENT OF LIABILITY

- 5.1 It is hereby agreed and declared that for the purposes of this Deed the Council need not prove or demonstrate a failure by the Owner to observe and perform the terms and conditions of the Principal Agreement and that neither LNT nor the Owner shall put the Council to such proof or demonstration as a condition of making any payment to the Council pursuant to this Deed.

- 5.2 The inability of the Owner to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or the entry of the Owner into liquidation administration receivership bankruptcy or any compromise or arrangement with some or all of its creditors (or any equivalent process in any other jurisdiction) shall not reduce release or impair the liability of LNT under this deed.
- 5.3 The Council shall not be obliged to pursue any means of recourse against the Owner before being entitled to enforce this Deed against LNT.
- 5.4 The Council may compromise release waive or neglect any security as it sees fit without impairing its rights under this Deed.

6 EXPIRY

- 6.1 Subject to clause 6.2 this Deed shall expire 28 days after the issue by the Council of the final certificate of completion of the Highway Works as defined above
- 6.2 If the Council has given any notice under clause 2.1 before the end of the period referred to in clause 6.1 clause 6.1 shall not affect that notice and the Council may continue its claim under that notice.

7 NOTICES

- 7.1 A notice given to a party under or in connection with this Deed:
- 7.1.1 Shall be in writing and in English;
 - 7.1.2 Shall be signed by or on behalf of the party giving it;
 - 7.1.3 Shall be sent to the party for the attention of the contact and at the address listed at clause 7.2;
 - 7.1.4 Shall be sent by a method listed in clause 7.4; and
 - 7.1.5 Unless proved otherwise is deemed received as set out in clause 7.4 if prepared and sent in accordance with this clause.

7.2 The parties' addresses and contacts are as set out in this table:

Party	Contact	Address
Council	Chief Planning Officer	Merrion House, Merrion Way, Leeds LS2 8BB
Owner	Tim Schofield	32-34 The Grove, Ilkley, LS29 9EE
LNT	Philip Raven	Helios 47, Isabella Road, Garforth, Leeds, United Kingdom, LS25 2DY
Mortgagee	Philip Raven	Helios 47, Isabella Road, Garforth, Leeds, United Kingdom, LS25 2DY

7.3 A party may change its details given in the table in clause 7.2 by giving notice of the change taking effect for the party notified of the change at 9.00am on the later of:

7.3.1 The date if any specified in the notice as the effective date for the change; or

7.3.2 The date five Business Days after deemed receipt of the notice.

7.4 This table sets out:

7.4.1 Delivery methods for sending a notice to a party under this Deed; and

7.4.2 For each delivery method the corresponding delivery date and time when delivery of the notice is deemed to have taken place provided that all other requirements in this clause have been satisfied and subject to the provisions in clause 7.5:

Delivery method	Delivery date and time
Delivery by hand	On signature of a delivery

	receipt or at the time the notice is left at the address.
Pre-paid first class recorded delivery post or other next working day delivery service	9.00am on the second Business Day after posting or at the time recorded by the delivery service.
Fax	At the time of transmission/

7.5 For the purposes of clause 7.4 and calculating deemed receipt:

7.5.1 All references to time are to local time in the place of deemed receipt; and

7.5.2 If deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or Public Holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00am on the day when business next starts in the place of receipt.

7.6 This clause does not apply to the service of any proceedings or other documents in any legal action or where applicable any arbitration or other method of dispute resolution.

7.7 A notice given under or in connection with this deed is not valid if sent by email.

8 THIRD PARTY RIGHTS

8.1 No one other than a party to this Deed their successors and permitted assignees shall have any right to enforce any of its terms

9 GOVERNING LAW

- 9.1 This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

10 JURISDICTION

- 10.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims)

11 ASSIGNMENT

- 11.1 The Council may assign or charge the benefit of this Deed without the consent of the Owner or LNT.
- 11.2 The Owner and LNT shall not contend that any person to whom the benefit of this Deed is assigned may not recover any sum (including any debt damages interest or costs) under this Deed because that person is an assignee and not a named party to this Deed.

IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written.

**THE COMMON SEAL of
LEEDS CITY COUNCIL**

was hereunto affixed in the presence
of:

Name:

Signature:

Job Title:

Seal No. 104848

EXECUTED as a **DEED** by

NORWOOD WESTGATE LIMITED

Director

in the presence of

Signature of Witness

Name of Witness

Address of Witness

EXECUTED as a **DEED** by

LNT CONSTRUCTION LIMITED



Director

In the presence of:

Signature of Witness



Name of Witness



Address



SIGNED as a **DEED** by

LAWRENCE NEIL TOMLINSON

nl



In the presence of:

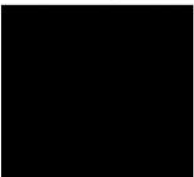
Signature of Witness



Name of Witness



Address



SCHEDULE
HIGHWAY WORKS PLAN

