DATED THE DAY OF 2025

THE LEICESTERSHIRE COUNTY COUNCIL (1)

and

and

A G R E E M E N T

Under Section 38 of the Highways Act 1980 and pursuant to

Section 106 of the Town and Country Planning Act 1990

Development at land
in the County of Leicestershire

Leicestershire County Council
County Hall
Glenfield
Leicester
LE3 8RA

Ref: /HTWMT/
Project No:
Planning ref:

CONTENTS

T H I S A G R E E M E N T is made the day of 2025

B E T W E E N

(1) **THE LEICESTERSHIRE COUNTY COUNCIL** of County Hall Glenfield Leicester LE3 8RA (hereinafter referred to as "the Council")

(2) **LIMITED** (Company Registration Number) whose registered office is situate at (hereinafter referred to as “the Developer”)

(3) Company Registration Number) whose registered office is situate at (hereinafter referred to as "the Surety")

(4) (Company Registration Number) whose registered office is situate at (hereinafter referred to as “the Owner”)

(5) (Company Registration Number) whose registered office is situate at (hereinafter referred to as “the Chargee”)

W H E R E A S

(1) The [Developer/Owner] is seised in fee simple in possession free from incumbrances registered at H M Land Registry with title number LT

of the land shown coloured within the red line shown on drawing number (“the Section 38 Plan”) annexed hereto (not to scale) being the site of certain private roads including carriageway (coloured grey), footways, footpaths, cycle ways and other hard surfaced areas (coloured yellow), traffic calming measures and shared surface roads (coloured brown), block paved features (coloured brown and yellow pattern) and verges (coloured green), on the Section 38 Plan together therewith the said carriageway, private roads, footways, footpaths, cycleways, shared surface roads, traffic calming measures, block paved features, verges,

easement and the highway drainage being hereinafter collectively called "the Said Roads" except where individual specification is required situate off

in the County of Leicestershire and is desirous of making up and dedicating the Said Roads so that the same shall become highways maintainable at the public expense and the Developer has agreed to construct the Said Roads as shown on the Section 38 Plan and the plan(s) listed in the First Schedule and at its own expense in accordance with the terms and conditions hereinafter appearing

(2) The Council has agreed with the Developer that on completion of the Said Roads as hereinafter provided to the satisfaction of the Council the Said Roads shall become as hereinafter provided highways maintainable at the public expense

(3) The Surety has agreed to join herein in the manner hereinafter appearing

(4) The Owner acknowledges and declares that this Agreement has been entered into by the Developer with its consent

(5) The Chargee has agreed to enter into this agreement to grant the consent contained in clause 38.

(4) The clause headings in this Agreement are for ease of reference only and shall not affect the construction thereof

N O W in pursuance and by the authority of Section 38 of the Highways Act 1980 and Section 106 of the Town and Country Planning Act 1990 and of all other powers enabling the parties hereto respectively

HEREBY AGREE AND DECLARE as follows:-

Highway Works

1.The Developer shall immediately on the execution of this Agreement lay out the Said Roads including the footways and dedicate them as highways for use by the public

2.The Developer will at its own expense carry out the following works (hereinafter called "the Said Works") namely:-

(a) properly construct and otherwise make good the Said Roads and install the traffic calming features together with the required warning signs in accordance with the plan annexed hereto and the Council's Specifications for the construction of estate roads to the satisfaction in all respects of the Director of Environment and Transport for the time being to the Council (hereinafter called "the Director") and under the supervision of the officers appointed on the Council's behalf and

(b) before making up the carriageways and footways of the Said Roads cause all highway drainage, surface water and foul sewers connecting with suitable outfalls or mains gas and water mains and electric light cables and appropriate ducting for accommodation of cable services (telephone television or otherwise) to be laid under the Said Roads and all alterations to the existing services to be carried out where necessary including those when constructing a junction with an existing highway to the approval and satisfaction of the appropriate authorities and statutory undertakers and

(c) erect lamp columns together with all necessary equipment of the type specified by the Director in positions agreed by the Director and arrange with the Electricity Board for the laying and jointing of electricity cables to such columns and will pay the Electricity Board's charges for such laying and jointing and for the supply of time control or other ancillary equipment

(d) carry out all necessary tests as may be reasonably required by the Director to establish the suitability and standard of road construction carried out on the site prior to the completion of this Agreement and without the benefit of inspection of the works by the Director

(e) carry out such Safety Audits as are required by the Council by an Auditor approved by the Director together with any works arising as a result of such audits

(f) execute or procure the execution by all necessary parties of such deeds as are in the opinion of the Council necessary to secure to the Council full rights for maintenance and retention of installations in respect of such parts of the highway drainage of the Said Roads and street lighting equipment associated with the Said Roads as are situated outside the limits of the Said Roads and highways maintainable at the public expense and the Council shall not be liable for the payment of compensation or legal or any other costs or fees arising in connection with such deeds

3. (a) The Developer shall proceed with the Said Works with all diligence and shall complete the same not later than one month after the completion of all the buildings fronting the Said Roads or within a period of three years from the date of this Agreement whichever shall first occur (completion of the Said Works shall be taken as issuing of the Provisional Certificate by the Director)

(b) The Council may in its absolute discretion and by notice in writing extend such period for such further period as it considers appropriate and necessary (either prior to or following the expiration of the said period of three years) **PROVIDED THAT** before any buildings in any road the subject of this Agreement are occupied the Developer shall construct and maintain the carriageways and the footways including highway drainage leading to and

fronting such buildings and will erect the lamp columns thereon ready for lighting to the approval and satisfaction of the Director

(c) whenever such extension to the period for completion of the works is given by the Council whether for the first period of three years or any subsequent period of three years the Council will re-asses the sum payable under Clause 19 of this Agreement **AND** the Developer shall pay to the Council a further administration charge of 3 per cent based on the cost of the outstanding works as assessed by the Council with a minimum charge of **FIVE HUNDRED POUNDS (£500.00)**

(d) The Developer shall at all times until the Said Roads become highways maintainable at the public expense keep the same forever open to the use of the public

Approval of Persons Undertaking the Said Works

4.The Developer [and the Owner] shall not engage a contractor or permit the engagement of any sub-contractor to execute the Said Works or any part thereof unless that contractor or sub-contractor has first been approved by the Council as suitable to carry out such works (such approval not to be unreasonably withheld or delayed)

Inspection of the Said Works

5.The Developer [and the Owner] will during the progress of the Said Works give to the Director and every Officer appointed by the Council free access to each and every part of the Said Roads and the sites thereof and permit them to inspect the same and all materials used or intended for use therein and to give instructions relating thereto

Existing and Proposed Apparatus

6.(a) The Developer [and the Owner] shall not at any time give consent to British Telecommunications or any other telecommunications cable or fibre operator to erect in or lay under the Said Roads and the sites thereof any telegraph posts or telegraph cables or any apparatus of a like nature or ancillary thereto without the written consent of the Council first being obtained and in the event of such consent being obtained the Developer shall be responsible for the observance of any conditions imposed by the Council with regard to the laying and siting of such cables wires poles etc and apparatus

(b) The Developer in carrying out any works which it is required by this Agreement to execute shall at its own expense divert or protect all or any pipes wires cables or equipment belonging to any person or body having power to undertake street works under the New Roads and Street Works Act 1991 as may be necessary to enable such works to be properly carried out or may be reasonably directed by the Director and all alterations to existing services shall be carried out to the reasonable satisfaction of the appropriate authorities and undertakers

(c) The Developer shall remain the Street Manager for the purposes of Section 49 of the New Roads and Street Works Act 1991 and any statutory modification or re-enactment thereof until such time as the Said Roads shall become a highway or highways maintainable at the public expense

Council's Specifications

7. The following shall be the requirements and appropriate standards to be taken into account by the Developer in preparing any detailed drawings for submission to the Highway Authority:-

Leicestershire County Council’s Specification for highway works for new developments

Leicestershire County Council's Standard drawings

Design

Leicestershire Highways Design Guide

Design Manual for Roads and Bridges

Street Lighting

Design in accordance with BS5489

Leicestershire County Council’s Street Lighting Specification

Signing and Road Marking

The Traffic Signs Regulations and General Directions 2016

The Traffic Signs Manual (DOT)

Approval of Design

8. No work is to commence until detailed designs and specifications have been submitted to and approved by the Director notwithstanding that in giving approval to drawings the Developer is not relieved of their obligation to design and construct the works to the standards and Council’s Specifications also contained in this Agreement

Conditions

9.The Developer shall comply with the Leicestershire County Council’s Standard Conditions applying to highway works for new development

Indemnity

10. The Developer shall indemnify the Council from and against all costs expenses and liabilities arising from or in connection with or ancillary to any claim demand action or proceedings resulting from the design carrying out and maintenance of the Said Works or any part or parts thereof including but without prejudice to the generality of the foregoing any claim against the Council under the Land Compensation Act 1973 or by virtue of the application of the provisions of the Noise Insulation Regulations made thereunder including any liability falling upon the Council by virtue of its exercising its discretionary powers under the said Regulations **PROVIDED THAT**

(i) the foregoing indemnity shall not extend to any damage caused by or arising out of the neglect or default of the Council or its officers servants agents or contractors

(ii) the Council shall notify the Developer forthwith upon receipt of any claim

(iii) the Council shall not accept any such claim without first having given the Developer details of such claim and having given the Developer the opportunity to make representations to the Council as to the validity and quantum of such claim

(iv) the Council shall in settling any such claim give full and due regard to any representations made by the Developer in respect thereof

(v) the Council shall following the acceptance of any claim notify the quantum thereof to the Developer in writing and the Developer shall within 14 days of the receipt of such notification pay to the Council the amount specified as the quantum of such claim

Construction (Design and Management) Regulations 2015

11. The Developer shall comply with all aspects of the Construction (Design and Management) Regulations 2015 or any statutory amendment or variation of the same and in particular shall ensure that all obligations imposed on the client (as defined in the said Regulations) are satisfied and will indemnify the Council against all claims liabilities and actions arising out of a failure so to do

Incomplete Development

12. If at the time when the Said Roads or any part or parts thereof become highways maintainable at the public expense in accordance with Clause 26 hereof any plot or plots of land fronting thereto remain undeveloped or any building or buildings thereon remain uncompleted the Developer shall pay to the Council such sum as may be certified by the Director (whose certificate shall be final) as being the estimated cost of making good any damage which in the Director's opinion will be caused to the Said Roads or part or parts thereof as a result of the subsequent development of such plot or plots or as a result of the completion of such building or buildings

Site Safety

13.The Developer shall until the Said Roads become as hereinafter provided highways maintainable at the public expense keep the Said Works safe and in a good state of efficiency and repair including the fencing and lighting of all open trenches and shall keep all building materials and plant clear of the carriageways and footways

Maintenance Period

14.(a) When and so soon as the Said Works have been completed including such Road Safety Audits as required in accordance with Clause 29 of this Agreement to the satisfaction of the Director or where it is agreed in writing between the parties hereto that the Said Works shall be carried out in sections any section of the Said Works shall have been so completed the Director shall issue a provisional certificate of completion (hereinafter called "the Provisional Certificate") and the Developer shall fully maintain the Said Works or section thereof as the case may be for a period of twenty four months from the date of the Provisional Certificate (hereinafter called "the Maintenance Period")

(b) When the Developer applies for the issue of the Provisional Certificate they shall submit to the Director an “As Built” plan of the Said Works for approval by the Director

(c) Upon receipt of the “As Built” plan and approval of the same the Director shall issue a Provisional Certificate

15.If during the Maintenance Period any defect or damage shall arise or occur in the Said Roads or any part or parts thereof the Developer shall at its own expense forthwith make the same good to the satisfaction of the Director and the Developer shall during the Maintenance Period and during the period until such defects or damage are made good maintain the Said Roads to the like satisfaction

Maintenance of Trees

16. From the date of this Agreement the Developer shall ensure that those trees which are to be retained within the curtilage of privately owned plots or land and which over hang or have the potential to overhang the public

highway shall have a clear stem of at least 2 metres. This is to be maintained at all times by the Developer, its servants, agents or responsible management company and the future maintenance of any of the aforementioned trees shall be transferred to any future plot or land purchaser by means of a transferee's covenant

Power to Execute Works in Default or Emergency

17.(a) If at any time the Developer does not comply with any of the terms of this Agreement or of any stipulations made thereunder then the
Council shall on giving to the Developer and the Surety fourteen days' notice in writing to that effect be entitled to carry out and complete the Said Works and any maintenance works and any works identified by any Road Safety Audit required in accordance with Clause 29 and the Developer shall within 28 days pay to the Council the cost so incurred by the Council

(b)Nothing in this Agreement shall prevent the Council from carrying out any work or taking such action as deemed appropriate forthwith without prior notice to the Developer in the event of an emergency or danger to the public the cost to the Council of such work or action being chargeable to and recoverable from the Developer

Insurance

18.The Developer shall upon execution of this Agreement effect insurance with an insurer in the minimum sum of **TEN MILLION POUNDS** (£10,000,000.00) for any one claim the total number of claims to be unlimited such terms to include indemnity with a maximum excess of **TEN THOUSAND POUNDS** (£10,000.00) (in the event of there being any excess the Developer shall provide a written undertaking in terms satisfactory to the Council

agreeing irrevocably to be responsible for any third party claims or parts of claims within the excess amount) against any legal liability for damage loss or injury to any property or any persons as a direct or indirect result of the execution and maintenance of the Said Works or any part thereof

Surety's Obligations

19. Without prejudice to the other rights and remedies of the Council under this Agreement in the event of the Director certifying that there has been a breach or non-observance of any of the terms or conditions herein contained and to be performed by the Developer (the certificate of the Director in this respect being final) the Surety shall within 28 days pay to the Council:

(a) such sum of money as may be estimated by the Director (whose estimate shall be final) to be required in order to complete the Said Roads in accordance with the said terms and conditions herein contained and remedy any defects prior to the Said Roads becoming highways maintainable at the public expense

(b) such sum as may be certified by the Director under the provisions of Clause 12 hereof as being the estimated cost of making good any damage which in the Director's opinion will be caused to the Said Roads or part or parts thereof as a result of the completion of such building or buildings and

(c) such amount as may be due to the Council in respect of the cost of any works carried out by it under the provisions of Clause 17 hereof

(d) such amounts as may be due to the Council in respect of the costs properly and reasonably incurred by it under the provisions of Clauses 24 and 25 hereof

(e) such amount as may be due to the Council in respect of the commuted sum under the provisions of Clause 27 hereof

ALWAYS PROVIDING that the total sum payable by the Surety shall not exceed **POUNDS (£)**

20. In the event of there being any surplus between the amount paid by the Surety under the provisions of Clause 19 hereof and the final cost of the works carried out thereunder (the certificate of the Director as to the amount of any surplus being final) such surplus shall be refunded to the Surety

21.The Surety shall not be discharged or released from its liability by any arrangement made between the Council and the Developer with or without the consent of the Surety or by any alteration in the obligations undertaken by the Developer or by any forbearance whether as to payment time performance or otherwise

Fees

22. The Developer shall upon execution of this Agreement by it pay to the Council the following:

(a) a charge in respect of the costs incurred by the Council for the inspection design checking and administration amounting to

POUNDS (£) being a charge calculated at 8.5% of the total cost of the Said Works for this Development or one thousand pounds whichever is the greater

(b) and the Council's legal costs in the preparation and completion of this Agreement amounting to **ONE THOUSAND NINE HUNDRED POUNDS (£1,900.00)**

Highway Related Structures

23.The Developer shall pay to the Council on demand the total costs properly and reasonably incurred in undertaking the technical approval design checking and inspection of any highway related structure such costs being in addition to the sum payable under Clause 22 of this Agreement

Orders

24.The Developer shall pay to the Council upon demand the total costs properly and reasonably incurred by the Council in undertaking any statutory procedure or preparing and bringing into force any traffic regulation order or orders necessary to carry out or for effectively implementing the Said Works or such other order or orders as the Council shall deem reasonably necessary and whether or not such procedure or order is or are experimental temporary or permanent

Consultation

25.The Developer shall pay to the Council upon demand the total costs properly and reasonably incurred by the Council in undertaking public consultations in respect of the Said Works being the consultations that are a statutory requirement or any other form of consultation that the Council would normally carry out if it were undertaking the Said Works

Final Certificate

26.(a)The Developer shall apply to the Director for issue of the Final Certificate at the expiration of the Maintenance Period or in the event of there being any such defect or damage as is mentioned in Clause 15 hereof on the date such defect or damage has been remedied to the satisfaction of the Director or completion of all or any works identified by any Road Safety Audit required in accordance with Clause 29 whichever date shall last occur and provided that all sewers constructed under the Said Roads have been constructed to an agreement under Section 104 of the Water Industry Act 1991 (as amended) and have been certified by the sewerage undertaker concerned as having been constructed in accordance with that agreement (such certificate normally being by way of a "Provisional Certificate" as defined herein) the Director shall issue a final certificate ("the Final Certificate") to the effect that the Said Roads have been constructed to his satisfaction and as from the date of such Final Certificate the Said Roads shall become highways maintainable at the public expense

(b)If the Developer does not apply for and receive the Final Certificate within two years of the date of the issue of the Provisional Certificate the Developer shall pay to the Council a further administration charge of **FIVE HUNDRED POUNDS (£500.00)**

(c) Upon issue of the Final Certificate the Highway Authority will confirm that the Surety shall be released from its obligations of the bond.

Commuted Sum

27.Immediately prior to the issue of the Final Certificate of Completion the Developer shall pay to the Council a commuted sum towards the cost of

future maintenance of the in the sum of **POUNDS (£)** adjusted in accordance with the Second Schedule hereto to arrive at the Final Sum

Approval of Team Undertaking Road Safety Audits

28. The Developer shall not engage or permit the engagement of any audit team unless that audit team has first been approved by the Director as suitable to undertake Road Safety Audits in accordance with the Design Manual for Roads and Bridges GG119 Road Safety Audit (formerly HD19/15) Road safety audit or any replacement or modification thereof (such approval not to be unreasonably withheld or delayed)

Road Safety Audits

29.(a) At any time during the preliminary and detailed design stages the Director may require that an Interim Road Safety Audit be carried out in accordance with the Design Manual for Roads and Bridges GG119 Road Safety Audit and be submitted to the Director and if so required by the Director any recommendations in such Interim Road Safety Audit shall be implemented to his satisfaction

(b) Prior to the approval of the detailed design a Stage 2 Road Safety Audit carried out in accordance with the Design Manual for Roads and Bridges GG119 Road Safety Audit shall be submitted to the Director and if so required by the Director any recommendations made in the Stage 2 Road Safety Audit shall be implemented to his satisfaction

(c) Prior to the issue of the Provisional Certificate a Stage 3 Road Safety Audit carried out in accordance with the Design Manual for Roads and Bridges

GG119 Road Safety Audit shall be submitted to the Director and if so required by the Director any recommendations made in the Stage 3 Road Safety Audit shall be implemented to his satisfaction

(d) A Stage 4 24 Month Road Safety Audit carried out in accordance with the Design Manual for Roads and Bridges GG119 Road Safety Audit shall be submitted to the Director no sooner than 8 weeks and no later than 12 weeks following the second anniversary of the opening of the Highway Works for public use and if so required by the Director any recommendations made in the Stage 4 24 Month Road Safety Audit shall be implemented to his satisfaction AND the Developer will secure by the deposit of a Bond with the Highway Authority a sum equivalent to the Director's reasonable estimate of the cost of the potential liability of the Developer in respect of works arising from the Stage 4 24 Month Road Safety Audit prior to the issue of the Final Certificate

(e) In the event that the Director does not require a Stage 4 24 Month Road Safety Audit to be submitted following receipt of the Stage 3 Road Safety Audit then for the purposes of Clause 26 the Final Certificate may be issued following the implementation of any recommendations made in that report to the Director’s satisfaction

Use of Sums Paid

30.The County Council shall use such sums as are payable in accordance with the terms of this Agreement together with any interest which may accrue only for the purposes set out above

Title

31.The [Developer/Owner] hereby covenants with the Council that if and when called upon to do so by the Council (or its successor in title as Highway Authority) within the period of 80 years of the date hereof it will prove title to the Said Roads and transfer its Title Absolute to the Council free of charge with full title guarantee **PROVIDED ALWAYS** that the [Developer/Owner] shall not be personally liable under the obligations in this Clause after and to the extent that it shall have disposed of its interest in all or any part of the Said Roads (save in respect of any antecedent breach of such obligations)

Land Charge

32. It is hereby agreed that Section 106 of the Town and Country Planning Act 1990 shall apply to this Agreement where relevant in order that the obligations on the part of the [Developer/Owner] contained in this Agreement shall be enforceable by the Council against any person deriving title from the [Developer/Owner] and in this respect the Council shall register a Land Charge in the Local Land Charges Register **AND FURTHER** the [Developer/Owner] hereby consents to the registration if so required by the Council of a Land Charge against the [Developer/Owner] in the Land Charges Register or a Notice in the Registered Title or Titles of the land comprised in the Said Roads **AND FURTHER** agrees to pay the Council's costs in making the relevant registrations

Determination

33. If the Developer shall fail to perform or observe any of the covenants or agreements on its part contained herein or shall fail duly and regularly to proceed with the works to the satisfaction of the Director or if the Developer

shall be adjudicated bankrupt or shall go into liquidation (voluntary or otherwise) other than for the purpose of re-organisation or shall execute a deed of assignment for the benefit of creditors or otherwise compound with creditors generally the Council or any committee authorised in that behalf may by resolution passed at any meeting without previous notice to the Developer and without prejudice to any of its claims or remedies against the Developer for any such non-performance or non-observance and without prejudice to the rights and remedies of the Council herein contained determine this Agreement by notice in writing signed by the Director of Law and Governance and delivered to the Developer or sent by post to the address as stated in this Agreement

34.Nothing in this Agreement shall affect or prejudice the rights of the Council under the Highways Act 1980 and notwithstanding this Agreement the Council shall be at liberty to proceed in accordance with the provisions of that Act to secure the making up and completion of the Said Roads

Supplemental Agreement

35. If the Developer wishes to make any alterations in the road layout or in any other matter to which this Agreement relates it shall make a written application to the Council in that behalf together with such plans and other documents as the Council may from time to time require and if the Council consents to the proposals of the Developer the parties hereto shall enter into a supplemental agreement specifying the alterations to this Principal Agreement and the Developer shall pay any costs incurred by the Council in the preparation of a Supplemental Agreement with a minimum charge of **ONE**

THOUSAND POUNDS (£1,000.00) and such further charges as the Council considers reasonable in all the circumstances

Dispute Resolution

36. Any dispute under or arising out of the operation of this Agreement may be referred to a single arbitrator if all parties to the dispute shall agree such arbitrator or in default of agreement to be nominated (upon the application of any party to the dispute) by the President for the time being of the Law Society in accordance with and subject to the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force

Rights of Third Parties

37. **IT IS HEREBY AGREED** that the provisions of Section 1 of the Contracts (Rights of Third Parties) Act 1999 be expressly excluded from this Agreement

Chargee

38. The Chargee acknowledges and declares that this Agreement has been entered into by the [Owner/Developer in its capacity as owner] of the Site and with its consent and that the Site shall be bound by the obligations contained in this Agreement provided that the Chargee shall have no liability under this Agreement unless and until it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the [Developer/Owner]

FIRST SCHEDULE

SECOND SCHEDULE

1.In this schedule:-

"Index"	means the Resource Cost Index of Road Construction (ROCOS) published by the Department for Business Enterprise and Regulatory Reform (BERR) as part of the Quarterly Building and Cost Indices for Public Sector Construction Works or such other index as may from time to time be published in substitution thereof
"Base Index Date"	means the date of this Agreement
"Base Index Figure"	means the figure last published in respect of the Index prior to the Base Index date at the time of the Base Index Date
"Final Index Figure"	means the figure including any provisional figure last published or otherwise agreed or determined in respect of the Index prior to the respective date upon which the Commuted Sum is payable

2. The Commuted Sum shall be increased by such sum if any in pounds sterling as shall be equal to the sum calculated according to the following formula:-

$$\text{Increased Sum} = \frac{A \times C}{B}$$

Where: "A" equals the Commuted Sum

"B" equals the Base Index Figure

"C" equals the Final Index Figure

3. If after the Base Index Date there should be any change in the Base Index Figure by reference to which changes in the Index are calculated, the figure taken to be shown in the Index after such change shall be the figure which would have been shown in the Index if the said Base Index Figure had been retained and the appropriate reconciliation shall be made but if for any reason the Index shall be otherwise altered or shall be abolished or replaced, there shall be substituted for the purposes of this Schedule such index as may from time to time be published by or under the authority of any Ministry or Department of Her Majesty's Government and if no such index is published, the parties thereto shall endeavour to agree such other index as shall most closely reflect changes in the cost of Public Works (Roads)

4. If any substitution for the said Index or any index previously substituted thereof shall occur pursuant to the provisions of Clause 3 of this Schedule, the parties hereto shall endeavour to agree the appropriate reconciliation between the Index substituted on the one hand and the ROCOS Index or any index previously substituted thereof on the other hand

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

THE COMMON SEAL of)
THE LEICESTERSHIRE COUNTY COUNCIL)
was hereunto affixed)
in the presence of:-)

Authorised Signatory

THE COMMON SEAL of)
LIMITED)
was hereunto affixed)
in the presence of:-)

Director

Secretary

[Developer/surety/chargee's execution clauses]