

Draft 13.6.14

THIS AGREEMENT is made this day of 2014

Between

1. **The Metropolitan Borough Council of Stockport** of Town Hall Stockport SK1 3XE (**“Stockport”**) (1) and
2. **Cheshire East Borough Council** of (**“Cheshire East”**) (2) and
3. **Manchester City Council** of (**“Manchester”**) (3)

and collectively referred to as the **“Partnering Parties”** or individually referred to as the **“Partnering Party”**.

Recitals

- A. Stockport, Cheshire East and Manchester are the local highway authorities for their respective areas
- B. The Partnering Parties desire to construct a Road between the A6 in Stockport and Ringway Road/Ringway Road West in Manchester (**“Relief Road”**) as part of the continuing programme to improve the highway network in and around Greater Manchester and east Cheshire and for this purpose Stockport Cheshire East and Manchester have entered into an Agreement dated the 3rd December 2013 pursuant to Section 8 Highways Act 1980 and the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012 and all other enabling powers appointing Stockport to act on behalf of Cheshire East and Manchester to exercise such of their functions as are required to deliver the Relief Road.
- C. Being desirous of ensuring that the programme for the delivery of the Relief Road is achieved Stockport has made and submitted to the Secretary of State for Transport for confirmation –

The Metropolitan Borough of Stockport (Hazel Grove (A6) to Manchester Airport A555 Classified Road) (Side Roads) Order 2013

and to support the proposed highway alterations

The Metropolitan Borough of Stockport (Hazel Grove (A6) to Manchester Airport A555 Classified Road) Compulsory Purchase Order 2013.

- D. In addition Stockport has applied to the Secretary of State for Communities and Local Government for a Certificate pursuant to Section 19 of the Land Acquisition Act 1981 to permit the compulsory purchase of land to be given in exchange for the loss of public open space needed for the Relief Road
- E. The Partnering Parties have considered planning applications to support the Relief Road and have referred the planning applications to the Secretary of State for Communities and Local Government (**“Secretary of State”**) pursuant to the Town and Country Planning (Consultation) (England) Direction 2009 with a recommendation that the planning applications should be approved subject to conditions.
- F. Prior to the Relief Road being opened to traffic one of the planning conditions attached to the individual planning applications referred to the Secretary of State requires a scheme of mitigation and complementary measures (**“Planning Condition”**) to be carried out and completed in accordance with a Transport Assessment dated October 2013 produced by the Relief road’s project team.
- G. The Partnering Parties being mindful of the need to ensure that the programme for commencement of the Relief Road is achieved at the earliest opportunity and completed by Summer 2017 have in their separate capacities as local highway authorities agreed to enter into this Agreement to try to ensure that there are no planning obstacles that might otherwise fetter or frustrate completion of the Relief Road.

Now Witness this DEED as follows -

1. The Partnering Parties agree that the individual highway authorities within each of the administrative areas of the Partnering Parties will progress the current proposals for the work associated with the Planning Condition and implement them accordingly. That the Partnering Parties agree that they will each use their best endeavours to comply with the Planning Condition prior to completion of the Relief Road but recognise that despite best endeavours it may not be possible to discharge the Planning Condition prior to the Relief Road being completed and open to traffic and that if the Partnering Parties together have cause to reasonably apprehend there is little prospect of the Planning Condition being discharged in good time to accommodate the opening of the Relief Road each Partnering Party shall apply to its planning authority for a variation of the Planning Condition to ensure that completion of the Relief Road is not unreasonably delayed.

2. It is further agreed that Stockport will determine when it is appropriate to release to the Partnering Parties funds from the budget held by Stockport and earmarked as a contribution towards the cost of any necessary mitigation and complementary measures that each Partnering Party might wish to carry out as a direct consequence of the impact the Relief Road might have as it passes through each area of the Partnering Parties in the following manner -

Stockport - £2,372,500.00

Manchester - £185,000.00

Cheshire East - £1,572,500.00

3. Third party rights

For the purpose of the Contracts (Rights of Third Parties Act 1999) it is agreed and declared that nothing herein contained shall confirm any third party rights.

4. Disputes

In the event of any dispute or difference between the Partnering Parties arising out of this Agreement resolution shall be sought between the Partnering Parties and if the issue in dispute cannot be resolved between the Partnering Parties then the matter shall be referred to the Chief Executives of each Partnering Party for determination.

5. Severability of Agreement Provisions

The invalidity or unenforceability of any right or term of this Agreement shall not in any way affect the remaining rights or terms of the same.

6. Alienation

This Agreement is strictly personal to each Partnering Party who shall not be entitled to part with or assign in any way with its interest and obligations under this Agreement.

7. Freedom of Information

The Partnering Parties hereto agree that all matters relating to the Relief Road are obliged to comply with the Freedom of Information Act 2000 and where appropriate the Environmental Information Regulations. Any Partnering Party receiving a request for Information shall notify the other Partnering Parties of such request. The Partnering Party receiving the request will deal with that request and all other Partnering Parties will co-operate as appropriate in meeting the request. However, no

Partnering Party shall disclose to any third party any information that could constitute personal information about any individual about their property valuations.

8. Termination

This Agreement may be terminated by one Partnering Party giving to the others not less than one month's unconditional notice in writing. The effect of the notice shall be to terminate this Agreement as between the Partnering Party serving the notice and the remaining Partnering Parties save that this Agreement shall continue in full force and effect as between the remaining Partnering Parties insofar as the provisions herein contained remain to be observed and performed.

9. Good Faith

The Partnering Parties declare it to be their intention that this Agreement shall operate between them with fairness and without detriment to the interest of any of them and if in the course of the performance of this Agreement unfairness to any other Partnering Party is disclosed or anticipated then the Partnering Parties hereto shall use their best endeavours to agree upon such course of action as may be necessary and equitable to remove the cause or causes of the same and shall act in utmost good faith towards each other.

10. General Provisions.

It is hereby further agreed and declared that: -

- 10.1 This Agreement shall constitute a binding contract between the Partnering Parties hereto for the performance of the obligations and stipulations herein contained and shall be enforceable as such and the provisions of this Agreement shall continue to have effect in respect of anything remaining to be done performed or observed under this Agreement notwithstanding the opening of the Relief Road to public traffic.
- 10.2 No consent or approval modification alteration or waiver of any of the provisions of this Agreement except as otherwise herein provided for shall be effective unless the same is in writing and signed on behalf of all of the Partnering Parties hereto and annexed to this Agreement.
- 10.3 The failure of any of the Partnering Parties hereto at any time to require performance by any other Partnering Party of any provision of this Agreement shall in no way affect the right of

that Partnering Party to require performance of that provision save in respect of an actual variation or waiver.

- 10.4 This Agreement contains the entire agreement between the Partnering Parties hereto and all prior or contemporaneous agreements understandings representations and statements whether oral or written are merged herein save as regards any future compliance with any statutory requirements or any subsequent amendments to this Agreement that may from time to time be agreed between the Partnering Parties hereto.
- 10.5 English law shall govern this Agreement and the Partnering Parties hereto submit to the non-exclusive jurisdiction of the English Courts.
- 10.6 The professional fees and any other costs of the Partnering Parties in relation to the preparation and approval of this Agreement shall be met by each Partnering Party.

IN WITNESS whereof each Party has caused their **COMMON SEALS** to be hereunto affixed the day and year first before written