

DATED 19th September 2024

NATIONAL HIGHWAYS LIMITED

and

LINCOLNSHIRE COUNTY COUNCIL

AGREEMENT

**pursuant to section 6 and section 8 of
the Highways Act 1980
relating to highway works at
A46 Hykeham Roundabout to the
south-west of Lincoln**

THIS AGREEMENT is made this 19th day of September 2024
BETWEEN

- 1 **NATIONAL HIGHWAYS LIMITED** registered in England and Wales with company number 09346363 of Bridge House 1 Walnut Tree Close Guildford Surrey GU1 4LZ ("**National Highways**"); and
- 2 **LINCOLNSHIRE COUNCIL** of County Offices, Newland, Lincoln, LN1 1YL ("**the Council**")

and collectively referred to as the "Parties" or individually referred to as "the Party"

WHEREAS

- (A) The Council is the local highway authority for the administrative area in which the Scheme is located.
- (B) National Highways is the strategic highways company appointed by the Secretary of State by virtue of the Appointment Order which appoints National Highways as highway authority in respect of all highways referred to in the Appointment which includes the A46 Trunk Road to which this Agreement applies.
- (C) National Highways are exercising the powers given to it under section 6 of the Act and other enabling powers detailed in clause 2.1 of this Agreement to authorise the carrying out of certain of its functions in accordance with the terms of this Agreement by the Council and pursuant to section 8 of the Act, National Highways and the Council have agreed to the apportionment of costs and expenses incurred pursuant to this Agreement as set out in this Agreement.
- (D) The Scheme involves carrying out the Works that will include alterations modifications and improvements to the Trunk Road.
- (E) Planning permission has been granted for the Scheme by Lincolnshire County Council under application number PL/0087/23 approved on 13th May 2024.
- (F) The Works will require the making of the Compulsory Purchase Orders under the Act to enable the Scheme to be brought forward and these Compulsory Purchase Orders will be brought forward by the Council pursuant to the delegation provided in this Agreement.
- (G) The Council intends to design, fund and carry out the Scheme and National Highways has agreed to authorise the Council to carry out the Works subject to the terms and conditions of this Agreement.

NOW IT IS AGREED AS FOLLOWS:

1 Definitions

1.1 In this Agreement the following expressions unless the context otherwise requires have the following meanings:

"Act" means the Highways Act 1980 (as amended);

"Administration Fee" means the fee payable as part of the National Highways costs pursuant to clause 12 of this Agreement that represents the internal costs of National Highways in administering the implementation of the Works and the requirements of this Agreement and charged as a flat fee based on the final costs of the Works;

"Appointment Order" means the Appointment of a Strategic Highways Company Order 2015;

"Asset Data" means the information and data required by National Highways for the purposes of updating relevant databases to ensure compliance with National Highways' Asset Data Management Manual (ADMM) in operation at the relevant time;

"Consents" means approvals, consents, licences, permissions, or registrations (including but not limited to consents required from the local planning authority) in relation to the Scheme or any part of it required to enable the Works to be lawfully carried out and maintained;

"Commuted Sum" means such sum to be agreed by the Parties following approval of the final design of the Works to be used to fund the future cost of maintaining or replacing the Works;

"Completion Certificate" means the certificate issued by the National Highways' Project Manager to certify that the Works have been completed in accordance with clause 7 of this Agreement;

"Compulsory Purchase Orders" means the orders under section 239 and section 246 of the Act that are required for the carrying out of the Works;

"Construction Contract" means the contract for the construction of the Scheme;

"DMRB" means the Design Manual for Roads and Bridges published by National Highways and any amendment to or replacement of it for the time being in force save to the extent there is a departure from such standards approved by National Highways;

"Effective Date" means the date of this Agreement;

"Final Certificate" means a final certificate to be issued by the National Highways' Project Manager when the Maintenance Period has expired;

"Initial Deposit" means the estimated sum payable to National Highways pursuant to clause 12.2 of this Agreement to cover all initial stages of work until such time as the cost of the Works and the costs of National Highways payable pursuant to clause 12 of this Agreement can be estimated;

"Inquiry" means a public inquiry that may be held in relation to the Compulsory Purchase Orders for the carrying out of the Scheme

"Licence" means the licence dated 1 April 2015 issued pursuant to the Infrastructure Act 2015 setting out the Secretary of State for Transport's statutory directions and guidance to National Highways;

"Maintenance Period" means a period of not less than 52 weeks from the date of issue of the Completion Certificate ending at the issue of the Final Certificate during which the Council is required to maintain the Works;

"National Highways Project Manager" means the person nominated by National Highways to facilitate the Works throughout the design and construction of the Scheme and to be notified to the Council prior to the commencement of the Works or such replacement officer as may from time to time be appointed and notified to the Council;

"Programme" means the programme for the carrying out of the Works or such updated programme as the Parties may agree from time to time both Parties acting reasonably;

"Scheme" means the road improvement scheme comprising the link between the Lincoln Eastern Bypass with the existing Western bypass to create a ring road as shown coloured red on drawing NHRR-RAM-GEN-HYKE-MP-VT-00073 rev P01 annexed hereto.

"Streetworks Coordinator" means the party who has the duty to coordinate the execution of works and the use of the highway by traffic for the Scheme in accordance with section 59 of the New Roads and Street Works Act 1991;

"Traffic Management Measures" means the measures required to ensure the proper management of traffic during the construction of the Works in accordance with the provisions of section 16 and section 17 of the Traffic Management Act 2004 which must include (but are not limited to) the signing of diversion routes reasonably anticipated to be used by the public during the Scheme construction;

"Trunk Road" means the A46 at Hykeham Roundabout;

"Works" means the works to the Trunk Road which forms part of the Scheme as described in Schedule 1 and shown coloured red and blue on drawing NHRR-RAM-HGN-HYKE-SK-CH-60414 rev P01 annexed hereto.

- 1.2 Clause, Schedule and paragraph headings do not affect the interpretation of this Agreement.

- 1.3 The Schedules form part of this Agreement and have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.4 Any reference to a statute or statutory provision includes a reference to that statute or statutory provision as amended extended or re-enacted and to any regulation, order, instrument or subordinate legislation under the relevant statute or statutory provision.
- 1.5 Words importing one gender must be read and construed to include any other gender.
- 1.6 Unless the context otherwise requires, words importing the singular include the plural and vice versa.
- 1.7 Reference to any person includes any reference to a body corporate unincorporated association or a partnership and vice-versa.
- 1.8 Reference to any right exercisable by any Party hereunder must be construed as including (where appropriate) the exercise of such right by all other persons having a like right.
- 1.9 References to a statute or a provision of a statute include any statute or provision of a statute amending consolidating or replacing it for the time being in force.
- 1.10 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to permit or to allow infringement of the same.
- 1.11 Any words following the terms including, include, in particular, for example or any similar expression must be construed as illustrative and must not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 Statutory Provisions

- 2.1 This Agreement is made pursuant to Section 6 and Section 8 of the Act, and is further entered into by National Highways pursuant to the Infrastructure Act 2015 and the powers given to it under the Licence and the Delegation of Functions (Strategic Highways Companies) (England) Regulations 2015.

3 Exercise of Highway Authority Functions

- 3.1 Subject to the Council having transferred the land to National Highways referred to in clause 11.1, National Highways authorises the Council to carry out the Works as agent of National Highways at its own expense and at no cost to National Highways.

3.2 National Highways agrees that from the Effective Date until the issue of the Final Certificate the exercise of its functions as highway authority in respect of the Works are delegated and allocated to the Council.

3.3 The authority given to the Council under clause 3.1 and clause 3.2 includes but is not limited to:

- (a) National Highways' functions relating to the maintenance, improvement or other dealing with the Trunk Road and for the construction of the Works;
- (b) the power of National Highways (as a strategic highways company) to acquire land pursuant to section 239 and 246 of the Act on the terms set out in Schedule 2 of this Agreement;

3.4 The Parties shall at all times co-operate with each other to enable the Works to be carried out promptly effectively and without undue disruption to the existing highway network and in particular shall assist each other in the promotion and publication of any necessary traffic regulation orders and dealing with any other statutory requirements including those of any utility companies.

3.5 The Council must keep National Highways fully informed as to the progress of the Compulsory Purchase Orders, including during any Inquiry that may arise.

3.6 In the event that an Inquiry is required, National Highways must provide such reasonable support to the Council as the Parties may consider appropriate.

4 Obligations in relation to the carrying out of the Works

4.1 Prior to commencing the Works the Council must obtain the written approval of National Highways to the design of the Works and the Programme and must obtain the approval of National Highways of the expenditure to be incurred by the Council in its discharge of the functions carried out by it pursuant to this Agreement.

4.2 Prior to commencing the Works the Council must transfer the land referred to in clause 11.1 to National Highways

4.3 The Council must obtain the relevant Consents for the Works and must carry out the Works in compliance with the Consents.

4.4 The Council must exercise all functions herein with reasonable skill and care.

4.5 The Council must:

- (a) ensure that all road safety audits and other mandatory reports are carried out in accordance with DMRB, including GG119 (Road Safety Audit) and GG 142 (walking cycling and horse riding assessment) (or

such updated or revised standards as may be published from time to time);

- (b) construct the Works in accordance with the Manual of Contract Documents for Highway Works and the DMRB;
- (c) comply with any reasonable requirement of National Highways as to the manner in which the Works are to be carried out;
- (d) carry out the Works in accordance with the Programme unless otherwise agreed in writing (both parties acting reasonably);
- (e) carry out and complete the Works to the reasonable satisfaction of National Highways;
- (f) obtain approval in advance from National Highways for occupancy of the Trunk Road required for the carrying out of the Works in accordance with National Highways Asset Management Operational Requirements (AMOR) including Network Occupancy Management System (NOMS) used to manage road space bookings and network occupancy; and
- (g) collect and provide to National Highways the Asset Data.

4.6 The Council must notify National Highways of alterations to the Works prior to implementing such alteration and must not make any material alteration to the Works without the prior written consent of National Highways, such consent not to be unreasonably withheld or delayed.

4.7 The Council must give National Highways not less than 14 days' notice of any access to any road or lane space required for the execution of the Works.

4.8 The Council must in the execution of the Works take such precautions for the protection of public and private interests as would be incumbent on National Highways if it were the Highway Authority.

4.9 The Council shall act as the Streetworks Coordinator for the Scheme. It must carry out the Traffic Management Measures associated with the Scheme PROVIDED THAT the Council shall first seek the approval of National Highways with regard to timings of all Traffic Management Measures required for the Works.

5 Procurement of the Works

5.1 In carrying out the procurement and tender process to secure the contract for the construction of the Works the Council must comply with any reasonable directions of National Highways as to the terms of the contract to be entered into by the Council for carrying out the Works.

5.2 The Council must provide draft copies of all procurement documentation including the tender and the contract documents to National Highways.

- 5.3 The Council must include any additional requirements National Highways submit for inclusion in the tender and the contract documents provided that such additional requirements are provided without unreasonable delay.

6 Site meetings and inspections

- 6.1 The Council must provide National Highways with copies of documents, correspondence, data and other information as National Highways may from time to time reasonably require.
- 6.2 The Council must give the National Highways Project Manager not less than 5 working days notice (or in cases of emergency then as much notice as is reasonably possible) of all site meetings and must allow the National Highways Project Manager and other representatives of National Highways to attend all site meetings.
- 6.3 The Council must allow National Highways access to the Works and the adjacent areas of the Scheme at any such time as National Highways may reasonably require upon at least 5 working days prior notice for the purpose of viewing the state and progress of the Scheme in order to determine whether the Scheme, and in particular the Works, are being carried out in accordance with the requirements of this Agreement and the Council must take proper consideration of any representations made by National Highways in respect of such.

7 Completion of the Works

- 7.1 When the Council considers that the Works have reached completion (which must include the carrying out of a Stage 3 safety audit in accordance with the DMRB and the requirements of National Highways and the completion of works resulting from the audit) it must notify National Highways and allow National Highways the opportunity to inspect the Works.
- 7.2 Following an inspection of the Works referred to at clause 7.1 above and the completion of any remedial works identified by National Highways, National Highways shall issue the Completion Certificate provided that the Works have been completed to National Highways reasonable satisfaction and in accordance with the terms of this Agreement
- 7.3 On completion of the Works and following the issue of the Completion Certificate, the Council must provide a copy of the following items to National Highways:
- (a) the health and safety file (produced in accordance with the requirements of the Construction (Design and Management Regulations) 2015; and
 - (b) the Asset Data.
- 7.4 From and including the date of issuing the Completion Certificate the Works shall be available for use as a public highway.

8 Maintenance Period

- 8.1 The Maintenance Period begins upon the date of the Completion Certificate.
- 8.2 During the Maintenance Period the Works must be maintained by the Council to the reasonable satisfaction of National Highways until:
- (a) an as-built record of the finished works has been undertaken by the Council and submitted to National Highways such survey must show all above ground apparatus, including all street lights, signs, markings, poles, columns, boxes, cabinets, covers, drainage gullies, expansion joints, and safety rails structures on a survey base;
 - (b) copies of the recorded location of all as-constructed below ground statutory and highway authority controlled apparatus has been submitted to the Council and National Highways;
 - (c) all defects identified through joint inspection and comprising matters within the scope of the Work have been remedied and all timescales for the Maintenance Period have expired in accordance with the provisions of clause 9 below; and
 - (d) the Final Certificate has been issued in accordance with the provisions of clause 9 below.

9 Final Certificate

- 9.1 No earlier than 52 weeks from the date of issue of the Completion Certificate and provided that:
- (a) all identified defects requiring remediation have been completed such that the Council consider the Final Certificate may be properly issued; and
 - (b) a Stage 4 safety audit has been carried out (if such Stage 4 safety audit is required under DMRB and any additional works, alterations or amendments to the Works reasonably required as a result of the Stage 4 safety audit are completed;

the Council shall notify National Highways in writing and give National Highways an opportunity to inspect the Works.

- 9.2 Following the inspection of the Works referred to at clause 9.1, National Highways shall issue the Final Certificate provided that:
- (a) all additional works, alterations or amendments to the Works reasonably required as a result of the Stage 4 safety audit are completed to National Highways reasonable satisfaction;
 - (b) any additional works necessary to remediate any defects identified during the Maintenance Period have been completed have been completed to National Highways reasonable satisfaction;

- (c) the Asset Data and as built records, the health and safety file have been provided to National Highways; and
- (d) all fees payable pursuant to this Agreement, including the Commuted Sum, have been paid to National Highways.

10 Reallocation of Functions

- 10.1 Following the issue of the Final Certificate National Highways shall maintain the Works other than those parts of the Works that the Council shall maintain pursuant to clause 10.2 below.
- 10.2 Following the commencement of the Works , the Council shall carry out the winter maintenance of those parts of the Trunk Road shown turquoise on drawing NHRR-RAM-HGN-HYKE-SK-CH-60413 rev P02 and National Highways shall provide the Council such access to the Trunk Road required to enable the Council to carry out the winter maintenance pursuant to this clause.
- 10.3 The Council must indemnify National Highways against any actions, charges, claims, costs, expenses, losses, damages, demands, liabilities and proceedings arising out of the Council's obligations under clause 10.2 of this Agreement.

11 Transfer of land and dedication

- 11.1 Prior to the commencement of Works, the Council must transfer to National Highways any land in the ownership of the Council or acquired by the Council as part of the Scheme comprised within the land coloured pink and hatched in black on drawing NHRR-RAM-LLO-HYKE-SK-ZH-00036 rev P01 attached to this Agreement which the parties intend to form part of the site of the Trunk Road prior to the commencement of the Works.
- 11.2 Land transferred under clause 11.1 must be transferred:
 - (a) free of financial charge;
 - (b) with vacant possession but subject always to usage rights reflecting the public highway status;
 - (c) with full title guarantee; and
 - (d) free from encumbrances that would impact on its use as highway.
- 11.3 In the event the Works do not complete National Highways shall re-transfer to the Council any land which the Council has transferred in accordance with clause 11.1 to National Highways and the Council shall pay all the costs incurred by National Highways and its advisers in relation to any such re-transfer.

12 Payment of costs of National Highways

- 12.1 The Council must pay to National Highways the costs and expenses reasonably and properly incurred by National Highways, prior to costs being incurred by National Highways, in relation to the Works and the implementation of this Agreement including without prejudice to the generality of the following any such costs and expenses in relation to:
- (a) the approval of design work carried out by or on behalf of the Council;
 - (b) the carrying out of any supervision of the Works;
 - (c) legal expenses and administrative expenses not included in the Administration Fee;
 - (d) the Administration Fee;
 - (e) legal and administrative costs incurred in relation to the transfer of land pursuant to clause 11 of this Agreement;
 - (f) the costs of drafting, negotiating and completing this Agreement;
 - (g) the costs incurred by National Highways in relation to supporting the Council before any Inquiry in relation to the Works
- 12.2 National Highways must provide to the Council notification of the amount required as the Initial Deposit as soon as reasonably practicable and the Council must pay an amount equal to the sum notified to it within 28 days of receipt of the notification.
- 12.3 National Highways must provide the Council with an estimate of the costs referred to in clause 12.1, including its estimate of the Administration Fee payable, as soon as reasonably practicable following the Effective Date (save for the cost associated with clause 12.1(f) above) and the Council must pay a sum equal to the estimate within 28 days of receipt of the estimate (**Estimated Costs**) and in any event prior to commencing the Works.
- 12.4 If, at any time or times after the payments referred to under clause 12.2 and 12.3 have become due National Highways believes that its costs will exceed the relevant estimate notified to the Council, National Highways may give notice to the Council of the amount it estimates its costs will exceed the relevant estimate (**Excess**) and the Council must pay an amount equivalent to the Excess within 14 days of notification.
- 12.4 As soon as reasonably practicable after the issue of the Final Certificate, National Highways must give to the Council a final account of the costs it has incurred in accordance with clause 12.1 (**Final Account**). Within 28 days of the date of the Final Account:
- (a) if the Final Account shows that a further sum is due to National Highways the Council must pay the sum shown due; and

- (b) if the Final Account shows that the sum or sums previously paid by the Council have exceeded the costs incurred by National Highways, National Highways must refund the amount shown due to the Council.

12.5 Each amount stated to be payable by the Council under or pursuant to this Agreement is exclusive of VAT.

12.6 If any VAT is at any time chargeable on any supply made by National Highways under or pursuant to this Agreement the Council must pay National Highways an amount equal to that VAT as additional consideration on receipt of a valid VAT invoice.

12.7 If any sums payable under this Agreement are unpaid on the due date then the paying party must pay Interest on the sum outstanding from the due date until the actual date of payment at a rate of one per cent above the rate payable in respect of compensation under section 32 of the Land Compensation Act 1961.

13 Payment of a Commuted Sum

13.1 The Council must pay the Commuted Sum to National Highways within 28 days of request and in any event prior to the issue of the Final Certificate.

14 Indemnities

14.1 The Council must indemnify National Highways against any actions, charges, claims, costs, expenses, losses, damages, demands, liabilities and proceedings arising out of any Traffic Management Measures associated with the Scheme and out of any breach or non-observance by the Council of its obligations in this Agreement relating to the design, construction and management of the Works (including without limitation any negligent or defective design or construction of the Works), including (but not limited to:

- (a) third party claims for death, personal injury or damage to property;
- (b) statutory or other liability for the safety or security of the working methods, employment practices, protection of the environment and control of pollution; and
- (c) third party claims for unlawful interference with any rights of light, air, support, water, drainage or any other easement or right.

14.2 The Council must indemnify National Highways in respect of any claims under Section 10 of the Compulsory Purchase Act 1965, the Land Compensation Act 1973, [the exercise by the Council of National Highways' power to acquire land under sections 239 and 246 of the Act delegated to it under this Agreement and any claims for compensation under the Noise Insulation Regulations 1975 arising out of, in connection with or incidental to the carrying out of the Works and the Scheme.

14.3 The Council must indemnify National Highways against all costs and expenses properly incurred in complying with its obligations under any statutory provision arising from the construction or use of the Works.

14.4 The indemnification referred to in this clause 14 includes:

- (a) all fees incurred by claimants which National Highways is obliged to pay, and those of National Highways or its agent or contractor in negotiating claims (together with VAT payable on any professional advisors' fees);
- (b) statutory interest payments to claimants and their professional advisors; and
- (c) National Highways reasonable and proper legal and administrative costs in making the compensation, fees and interest payments.

14.5 The indemnification referred to in this clause 14 does not apply in respect of any actions, charges, claims, costs, expenses, losses, damages, demands, liabilities and proceedings arising out of any act, neglect, default or liability of National Highways.

15 National Highways' Power to Execute the Works in Default

15.1 In the event of any breach of this Agreement or should for any reason the Works not be completed to the satisfaction of National Highways then at its absolute discretion National Highways may by notice to the Council:

- (a) direct that the Council procure, at its own expense, the carrying out of such works necessary in order for National Highways to be so satisfied; or
- (b) inform the Council that it intends to carry out such necessary works and the Council must indemnify National Highways for its costs in doing so.

15.2 In the event of any breach of this Agreement or should for any reason the Works not be completed to the reasonable satisfaction of National Highways and where National Highways acting reasonably considers it would not be practical to complete the Works National Highways may:

- (a) by notice to the Council require the Council to procure, at its own expense, reinstatement of the Trunk Road(s) and other land and premises of National Highways disturbed by the Works to their previous condition; or
- (b) inform the Council that it intends to carry out such necessary works of reinstatement of the Trunk Road(s) and other land and premises of National Highways disturbed by the Works to their previous condition itself and the Council must indemnify National Highways for its costs (reasonably and properly incurred) in doing so.

16 Notices

16.1 All notices and communications in relation to this Agreement are valid and effectual if dispatched by first class recorded delivery or letter to the Party to whom such notice request demand or other written communication is to be given or made under this Agreement and addressed as follows:

- (a) in the case of the Council to Sam Edwards, Head of Highways Infrastructure and Laboratory Services, Lincolnshire County Council, Lancaster House, 36 Orchard Street, Lincoln, LN1 1XX;
- (b) in the case of National Highways to the National Highways Project Manager at Stirling House, Lakeside Court, Sherwood Business Park, Nottingham, NG15 0DS

or such other name and address for service as has been previously notified to the other Party.

17 Settlement of disputes

17.1 In the first instance in the event of a disagreement arising between the Parties, the Parties shall raise the disagreement with their respective Divisional Directors and/ or Chief Executives for further discussion in an effort to reach agreement on the dispute.

17.2 In the event of any dispute or difference arising between the Parties to this Agreement which is not satisfactorily resolved through the means outlined in clause 17.1 in respect of any matter contained in this Agreement such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the Institution of Civil Engineers and such person shall act as an expert whose decision will be final and binding on the Parties in the absence of manifest error and any costs will be payable by the Parties to the dispute in such proportion as the expert determines and failing such determination must be borne by the Parties in equal shares.

17.3 Any expert howsoever appointed must be subject to the express requirement that a decision is reached and communicated to the relevant Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days following receipt of any file or written representation.

18 General

18.1 No consent or approval modification alteration or waiver of any of the provisions of this Agreement except as otherwise herein provided for is effective unless the same is in writing and signed on behalf of the Parties and annexed to this Agreement.

- 18.2 This Agreement contains the entire agreement between the Parties in relation to the Works and the transactions hereby contemplated 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 Parties.
- 18.3 Any termination of this Agreement is without prejudice to the rights of the Parties against each other for any breach of this Agreement which occurred before termination.
- 18.4 For the purposes of the contracts (Rights of Third Parties Act 1999) it is agreed and declared that nothing herein confirms any third party rights
- 18.5 This Agreement is strictly personal to each Party who is not be entitled to part with or assign in any way with its interest and obligations under this Agreement unless to a successor body in the case of National Highways.

19 Governing Law

- 19.1 This Agreement 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) is governed by and construed in accordance with the law of England and Wales.

20 Counterpart

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement. Transmission of the executed signature page of a counterpart of this Agreement by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

IN WITNESS whereof the Parties have executed this document as a Deed delivered the day and year first before written.

SCHEDULE 1

Description of works

The existing four-arm Hykeham Roundabout will be significantly enlarged to facilitate the incorporation of a fifth arm for the Scheme and to ensure that the junction operates within capacity at both opening and design year (2028 and 2043, respectively). This requires significant improvements to be made to each approach and exit, as well as enlargement of the circulatory area and incorporation of additional lanes.

The existing A46 from Newark will incorporate a four-lane approach to the roundabout, a two-lane exit from the roundabout and two dedicated left turn lanes from the Scheme. Middle Lane will incorporate a two-lane approach and a single lane exit. Further, the existing access and egress arrangements to the service area north of Middle Lane (known as Thorpe on the Hill Services), will be amended to ensure safety is maintained; and the operation of Middle Lane and the roundabout are safeguarded by amending the existing access and modifying the existing exit.

The existing A46 towards Lincoln will see the two to one lane merge extended northbound and lanes on the approach to the roundabout increased to three in number. The Scheme will be a two lane dual carriageway and on the approach to the roundabout will incorporate two dedicated left turn lanes onto the A46 towards Newark.

All approaches, except for Middle Lane, will be traffic signal controlled. This allows for the safe and effective operation of the roundabout whilst facilitating the incorporation of pedestrian crossing phases, where appropriate. Crossing facilities will be Toucan crossings to support the existing and proposed cycling infrastructure on the A46 and Newark Road.

The NMU crossing facilities allow for the diversion of footpath 20/1 around the roundabout. Additionally, footpath 17/1 from Thorpe on the Hill will be diverted along Middle Lane and around the proposed roundabout, enabling the crossing on the A46 north of the existing roundabout to be closed and its route through the Bentley Hotel and Pennells Garden Centre to be stopped up.

An attenuation pond is proposed to the south-east of the roundabout. A wildlife pond will also be provided to the north of the Proposed Scheme to compensate for the loss of an existing pond. An access track will be provided off Newark Road for the purposes of agricultural access and maintenance of the attenuation ponds located between North Hykeham Roundabout and South Hykeham Road Roundabout.

SCHEDULE 2

Delegation of functions relating to land acquisition

DELEGATION OF POWERS IN RESPECT OF ACQUISITION OF LAND REQUIRED TO CARRY OUT THE WORKS

1. The following functions in respect of the acquisition of land required to carry out the Works are hereby delegated to the Council:
2. The power of acquisition of land required for the carrying out of the Works by agreement and all such work that may be required in negotiating agreements to acquire land including but not limited to negotiating and settling compensation and settling any disputes.
3. The power of acquisition of land in connection with the Works compulsorily, such power to include:
 - a. all work associated with the preparation, submission and publication of compulsory purchase orders
 - b. all work in dealing with representations, comments and objections made to the compulsory purchase orders
 - c. all work in dealing with any public inquiry arising out of the compulsory purchase of the land
 - d. service of notices required to complete acquisition of land, whether by notice to treat or general vesting declaration
 - e. all work required to enable for the compulsory purchase order to be confirmed and implemented .

Annexure

Drawings

NHRR-RAM-GEN-HYKE-MP-VT-00073 rev P01 Location Plan

NHRR-RAM-HGN-HYKE-SK-CH-60413 rev P02. A46 Roundabout National
Highways Ownership Areas

NHRR-RAM-HGN-HYKE-SK-CH-60414 rev P01 A46 Roundabout Section 6
Agreement Works Plan

NHRR-RAM-LLO-HYKE-SK-ZH-00036 rev P01 Proposed National Highways Land
Ownership Boundary and Land Transfers



LINCOLN

NORTH HYKEHAM



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Legend

- NHRR route

REV	DESCRIPTION
54	Suitable For Review And Authorisation

NORTH HYKEHAM RELIEF ROAD

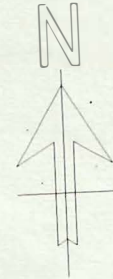
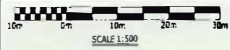
Lincolnshire

Balfour Beatty

RAMBOLL

Figure 1.1: Location Plan

1620013942	1:50,000	MFT	Oct 2023
NHRR-RAM-GEN-HYKE-MP-VT-00073			PO 1



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- Notes**
- National Highways Existing Land Ownership
 - National Highways Proposed Land Ownership
 - IBC Pavement and Winter Maintenance Responsibility in National Highways Areas
 - National Highways Lighting/ Drainage/ RFA/S/ Traffic Signal and Signal Road Markings/ Landscaping Operation and Maintenance Area

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PO1	First Issue				
PO2	Second Issue				

Scale: 1:500
 Drawing Status: **S5** Suitable for Review & Acceptance

Project Name: **North Hykeham Relief Road**

Project Client: **Lincolnshire County Council**

Project Contractor: **Balfour Beatty**

Project Designer: **RAMBOLL**
tel 01204 318855 chris@ramboll.co.uk www.ramboll.co.uk

Drawing Title: **A46 Roundabout National Highways Ownership Areas**

Project No:	Scale (E.A.):	Date:
1620013942	GB	18/06/24
Drawing No:	Rev:	
NHRR-RAM-HGN-HYKE-SK-CH-60413	PO2	



SCALE 1:1000



PLAN



CC-071-A

1:1000

Refer to plan B

PLAN



CC-071-B

1:1000

Refer to plan A



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Notes

KEY

- Area to be adopted by National Highways as part of the S6 agreement
- Existing A46 area to be owned and maintained by National Highways

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PO1 First Issue

Rev	Description	Checked	Approved	Date
DB	CH	AV		16/07/24

SS Suitable for Review & Acceptance

Project Name
North Hykeham Relief Road

Project Client
Lincolnshire

Project Contractor
Balfour Beatty

Project Designer
RAMBOLL

www.ramboll.co.uk

Drawing Title
A46 Roundabout
Section 6 Agreement
Works Plan

Project No: 1620013942 Scale (BA1): 1:1000 Drawn: DB Date: 16/07/24

Drawing No: NHRR-RAM-HGN-HYKE-SK-CI-60414 Rev: PO1

Executed as a Deed by affixing the
common seal of **LINCOLNSHIRE
COUNTY COUNCIL** in the presence
of:

.....

Authorised Signatory

Executed as a Deed by affixing the
common seal of **NATIONAL
HIGHWAYS LIMITED** in the
presence of:

.....

Director or Authorised Signatory

Concord

Concord
Mass
1840

Executed as a Deed by affixing the common seal of **LINCOLNSHIRE COUNTY COUNCIL** in the presence of:

.....

Authorised Signatory

Executed as a Deed by affixing the common seal of **NATIONAL HIGHWAYS LIMITED** in the presence of:



.....

Director or Authorised Signatory

M. ANWARUL

IN THE PRESENCE OF A WITNESS:

SIGNATURE:

NAME: S. J. ANWARUL

ADDRESS: 25 JUNIPER RD
SHARNBOROUGH

SK12 3BL

OCCUPATION: P.A.

