

(1) Derbyshire County Council

and

(2) Derby City Council

**Agreement under Section 8 Highways Act 1980 relating to South Derbyshire Growth
Zone**

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THIS AGREEMENT is made on

4TH DECEMBER 2025

2023 CH

BETWEEN

- (1) Derbyshire County Council of County Hall, Matlock DE4 3AG ("Derbyshire")
 - (2) Derby City Council of Council House Corporation Street Derby DE1 2FS ("Derby").
- (together "the Parties")

BACKGROUND

- A Derby is the highway authority for the administrative area of Derby and Derbyshire is the highway authority for other administrative areas of Derbyshire.
- B Derby has agreed to delegate its functions as a highway authority to Derbyshire to the extent that the highways authority is undertaking highways and infrastructure work relating to the South Derbyshire Growth Zone Project comprising the Works (as hereinafter defined).
- C This Agreement sets out the arrangements agreed between the Parties in respect of the arrangements relating to highways and infrastructure works relating to the South Derbyshire Growth Zone Project comprising the Works (as hereinafter defined).

1 Definitions

In this Agreement the following definitions apply:

Blight Notice	any notice served on any of the Parties pursuant to section 150 of the Town and Country Planning Act 1990;
Certificate of Practical Completion	a certificate to be issued by Derbyshire when the Works have been satisfactorily completed;
Compulsory Purchase Order	any compulsory purchase order or orders made for the acquisition of the land required for the construction of the Works or for the alteration or improvement of adjacent highways or to mitigate the effect of the construction of the Works;
Expert	a person with at least ten years' post-qualification experience including significant relevant experience in the subject matter of the dispute;
Final Certificate	the certificate issued following the expiry of the Defect Liability Period and if the South Derbyshire Growth Zone Project may be completed in stages shall include such certificate as may be issued at the expiry of the Defect Liability Period for each stage;
Freedom of Information	the Freedom of Information Act 2000 and any subordinate legislation made under the Act from time to time and the Environmental Information

Legislation	Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
Orders	any Compulsory Purchase Order or Side Roads Order;
Proper Officers	the officer for the time being appointed by either Derby or Derbyshire for the purposes of this Agreement;
Request for Information	a request for information as defined in section 8 of the Freedom of Information Act 2000;
Side Roads Order	any order or orders made pursuant to section 14, 125 and Schedule 1 of the Highways Act 1980;
South Derbyshire Growth Zone Project	a project to provide enabling infrastructure for housing and commercial development in South Derbyshire in the form of a new junction on the A50 Trunk Road and a highway connection to Infinity Park Derby as shown generally on the Plan.
Statutory Undertaker	a statutory undertaker as defined in section 329 of the Highways Act 1980;
Traffic Regulation Orders	any temporary or permanent order required to commence and carry out the construction of the works and safe operation of the highway pursuant to the Road Traffic Regulation Act 1984 including any amendment required to an existing order;
Works	the works specified in Schedule 1 to this Agreement;
Working Day	any day other than Saturday or Sunday, or a bank or public holiday.

2 Interpretation

In this Agreement unless the context otherwise requires:

- 2.1 the index and clause headings are inserted for convenience only and shall not affect the construction of this Agreement and all references to clauses, paragraphs or Schedules are (unless otherwise expressly stated) to clauses, paragraphs of and Schedules to this Agreement;
- 2.2 the Schedules to this Agreement are intended to be an integral part of this Agreement;
- 2.3 an obligation to do any act includes an obligation to procure that it is done;
- 2.4 an obligation not to do something includes an obligation not to cause or allow that thing to be done;
- 2.5 the words 'include, 'includes' and 'including' are deemed to be followed by the words 'without limitation';

- 2.6 a reference to legislation (including subordinate legislation) is to that legislation as extended, amended, modified, consolidated, or re-enacted from time to time and includes any instrument, order, regulation, permission, content, licence, notice, direction, byelaw, statutory guidance or code of practice made or granted under such legislation (including rules, regulations and bye-laws of any Statutory Authority) and includes EU directives and regulations having effect within the UK;
- 2.7 indemnify means to indemnify against all actions, claims, demands and proceedings taken or made against the relevant Party and all costs, damages, expenses, liabilities and losses incurred by the relevant Party;
- 2.8 any reference to the obtaining of an approval, consent or instructions from the Parties shall mean an approval, consent or instructions in writing signed by a director of the relevant Party or other representative of the Party from time to time designated by it for the purpose;
- 2.9 where under this Agreement an act is required to be done within a specified period of days after or from a specified date the period shall begin immediately after that date and shall exclude any day which is not a Working Day;
- 2.10 any consent or approval required under the terms of this Agreement is to be effective only if the consent or approval is given in writing;
- 2.11 words in the singular include the plural and vice versa.

3 Statutory Provision

- 3.1 This Agreement is made under section 8 of the Highways Act 1980 the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012 section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and any other power or authority thereby enabling.

4 Exercise of Functions

- 4.1 Derby subject to the provisions of this Agreement hereby authorises Derbyshire to exercise all of its functions as highway authority and as acquiring authority for the purposes of the acquisition if necessary through compulsory purchase of land and buildings including without limitation to make the Orders; to undertake all necessary action and to enter into any other agreements necessary and to acquire whether by voluntary agreement or compulsorily of land and all other interests rights and privileges that are necessary to be acquired insofar as is required for the purposes of the carrying out of the Works to enable the South Derbyshire Growth Zone Project in accordance with the terms of this Agreement.
- 4.2 Derbyshire agrees to exercise the functions of Derby as highway authority in so far as is required for the purpose of carrying out Works to enable the South Derbyshire Growth Zone Project in accordance with the terms of this Agreement.
- 4.3 The Orders shall be made by Derbyshire provided that prior to the preparation of the draft Orders Derbyshire shall consult with Derby to agree the design features and drawings and all other technical aspects of constructing and designing the Works.
- 4.4 Any payment of costs incurred by Derbyshire in designing the Works shall be paid in accordance with the collaboration agreement between the Parties and South Derbyshire District Council.

- 4.5 Upon any part of the Works becoming adopted highway maintainable at the public expense in accordance with an adoption plan or statement to be agreed between Derbyshire and Derby Derbyshire shall transfer to Derby all interests in that land forming the adopted highway maintainable at the public expense which lies within the area of Derby.
- 4.6 Upon the acquisition of any interest acquired by Derbyshire on behalf of the Parties whether in the area of Derbyshire or Derby Derbyshire shall register the interest acquired at the Land Registry.
- 4.7 Once construction of the Works is complete each Party will maintain at its own expense those sections of the Works which have been constructed in its own area and be the highway authority for those sections and prior to completion of the construction of the Works Derbyshire shall be responsible for ensuring that the sections of the Works so constructed are adopted as roads maintainable at public expense.
- 4.8 For the avoidance of doubt any provision for a transfer of the exercise of function from Derby to Derbyshire under this clause 4 shall not apply if such transfer would constitute an ultra vires act on behalf of Derby.

5 Blight Notice

- 5.1 Should a Blight Notice be served on Derby in connection with the South Derbyshire Growth Zone Project Derby shall proceed to supply a copy of the Blight Notice to Derbyshire forthwith whereupon Derbyshire shall decide on whether the Blight Notice should be accepted or an objection made to the Blight Notice.
- 5.2 If Derbyshire decides to object to the Blight Notice Derbyshire shall thereupon proceed to serve the requisite statutory counter-notice pursuant to section 151 of the Town and Country Planning Act 1990 specifying the grounds for such objection agreed between the Parties and proceed accordingly to prosecute the objection to the Blight Notice through its statutory stages.
- 5.3 Derbyshire shall acquire any relevant land and pay any compensation if it is accepted that a Blight Notice is valid.
- 5.4 The Parties in entering into this Agreement agree that they or any successors in title shall not serve a Blight Notice on each other.

6 Side Roads Order and Compulsory Purchase Order – Objections

- 6.1 If any objection is made to the necessary Orders Derbyshire on being notified of any objections by the appropriate Secretary of State or otherwise being aware of such objections or of an intended objection shall promptly use reasonable endeavours to obtain the withdrawal of such objection by negotiation and in consultation with each other. Derby shall assist and provide Derbyshire with all possible support in the preparation of a case including expert evidence witness statements and all appropriate documentation in its possession or control to challenge any objection and to justify the need for the South Derbyshire Growth Zone Project in the public interest and will provide every assistance and give evidence to any local public inquiry as may be required by Derbyshire in the event of a local public inquiry being held to consider any objection to the Orders. Such assistance shall be extended to

include any Blight Notice or compensation proceedings whether on a dispute with a claimant as to the quantum of compensation payable or a Blight Notice proceeding.

7 Exercise of Compulsory Purchase Powers

- 7.1 Provided the Orders are confirmed Derbyshire shall bring the Orders into operation forthwith and decide how powers of compulsory purchase are to be exercised and thereafter diligently proceed to exercise compulsory purchase powers to acquire such land as may be required for the South Derbyshire Growth Zone Project.
- 7.2 Derbyshire shall consider negotiate and settle any compensation claim and, where necessary shall pay any compensation into court to the account of any claimant or potential claimant legally entitled thereto under Section 9 of the Compulsory Purchase Act 1965 or any other enabling power in order to obtain title to land needed for the South Derbyshire Growth Zone Project should Derbyshire deem that such action is appropriate in connection with the acquisition of any interest that is needed to be acquired to facilitate the proper prosecution of the South Derbyshire Growth Zone Project.
- 7.3 Derbyshire may at its discretion obtain possession of any land the subject of a confirmed Compulsory Purchase Order through the execution of a General Vesting Declaration pursuant to Section 1 of the Compulsory Purchase (Vesting Declarations) Act 1981 or through the service of a Notice to Treat and subsequent Notice of Entry.

8 Compensation Proceedings

- 8.1 Derbyshire may at its discretion:
- 8.1.1 take a reference to the Lands Chamber of the Upper Tribunal where in the opinion of Derbyshire it has become impossible to agree the amount of any compensation claim through negotiation; and
 - 8.1.2 defend any reference to the Lands Chamber of the Upper Tribunal taken by the claimant for any compensation.

9 Advance Payments

- 9.1 Derbyshire may make advance payments of compensation pursuant to section 52 of the Land Compensation Act 1973 provided that any compensation so paid as an advance payment of compensation does not exceed 90% of the sum agreed by the Parties as being the estimated compensation payable in respect of the interest to be acquired.
- 9.2 Advance payments of compensation shall be regarded as Eligible Expenditure for the purposes of the collaboration agreement between the Parties and South Derbyshire District Council. Advance payments of compensation shall be paid in accordance with the requirements of that collaboration agreement.

10 Derby Owned Land

- 10.1 The Parties agree in principle to release all and every one of their respective legal and equitable proprietary interests in any land that is currently in their ownership for the South Derbyshire Growth Zone Project at the date of this Agreement but to hold the same on trust pending the need to release the land for the South Derbyshire Growth Zone Project and shall not encumber any such land or in any way prevent the land being available to be released

with vacant possession and unoccupied to facilitate the South Derbyshire Growth Zone Project.

11 Derbyshire's Obligations

- 11.1 Derbyshire shall comply with public procurement legislation in the procurement of any contractors or professional advisers.
- 11.2 Derbyshire shall keep Derby reasonably informed of progress on the South Derbyshire Growth Zone Project.

12 Derby's Obligations

- 12.1 Derby shall:
 - 12.1.1 As soon as practicable, use its powers to obtain any Traffic Regulation Orders to enable the Works.
 - 12.1.2 Not unreasonably delay in the carrying out of any works upon which the deliverability of the South Derbyshire Growth Zone Project is dependent, but which do not form part of the Works comprising this agreement.

13 Construction of the Works

- 13.1 Derbyshire will be responsible for the delivery and construction of the Works.
- 13.2 Derbyshire shall provide Derby's Proper Officer or Representative with reasonable notice of the commencement of any works to Statutory Undertakers' mains or services, plant or equipment necessitated by the Works and carry out or procure the carrying out of such works in accordance with the provisions of the New Roads and Street Works Act 1991 and the Traffic Management Act 2004 or any agreement with the Statutory Undertaker.
- 13.3 Derbyshire shall, carry out and complete the Works in a good and workmanlike manner.
- 13.4 Derbyshire shall co-operate with Derby and:
 - 13.4.1 Permit Derby's Proper Officer or Representative at all reasonable times and upon such notice as is reasonable in all circumstances to conduct onsite visits whilst the Works are being carried out to review the progress made;
 - 13.4.2 Notify in writing at least 7 working days in advance and invite Derby's Proper Officer or Representative to meetings held with Derbyshire or its appointed representatives to discuss progress.

14 Defect Liability

- 14.1 Throughout the Defect Liability Period Derbyshire shall reinstate and make good any defect to the Works and all other works/maintenance will be carried out by the local highway authority for the area in question.

15 Final Certificate

- 15.1 On completion of the Defect Liability Period and provided clause 14.1 has been complied with the Final Certificate will be issued.
- 15.2 From the date of the issue of the Final Certificate the Works shall become part of the highway maintainable at public expense and Derby's Proper Officer or Representative shall release Derbyshire from all liability hereunder.

16 Communications

- 16.1 All communications between the Parties hereto shall be valid and effectual if given in writing or via email to the Authorised Representatives. Any formal notice to be served under this Agreement may be served by electronic email transmission to the Authorised Representatives.
- 16.2 The Authorised Representatives in respect of the Project for each Party shall be:
- Derbyshire County Council: Helen Barrington, Director of Legal and Democratic Services: E-mail: helen.barrington@derbyshire.gov.uk
- Derby City Council: Chris Morgan, Principal Regeneration Manager: E-mail: chris.morgan@derby.gov.uk
- 16.3 The Authorised Representatives specified in this Clause 16 shall also include their successors in title or such other authorised persons as may be specified by each Party.

17 Agreement – Further Assurance

- 17.1 The Parties shall each do or cause to be done all acts and things and enter into any deed or document either severally or jointly with third parties which either Party may reasonably consider necessary or desirable to give effect to this Agreement.

18 Approvals

- 18.1 The Parties confirm that each of them have passed appropriate resolutions through their constitutional decision making process to join into the South Derbyshire Growth Zone Project and enter into this agreement.
- 18.2 Any approval required of the Parties in connection with any provision of this Agreement shall be in writing and shall not be unreasonably withheld or delayed.

19 Disputes

- 19.1 In the event of any dispute or difference between the Parties arising out of this Agreement, resolution shall be sought between the respective Authorised Representatives acting in relation to this matter on behalf of the Parties. If the issue and dispute cannot be resolved between the respective Authorised Representatives, then the matter shall be referred to the Chief Executives of the Parties for determination.
- 19.2 Any dispute or difference arising between the Parties which cannot be resolved by the Chief Executives of the Parties under Clause 19.1 above (other than where it is specifically

provided by this Agreement to the contrary) shall be referred to and determined by an independent person (the "Expert") if so required by any Party by notice to the other Party.

- 19.3 The Expert shall be appointed by agreement between the Parties, or failing such agreement within ten working days of the notice referred to in Clause 19.2, shall be appointed on the application of any of the Parties by such one of the following persons as the Parties shall agree to be appropriate having regard to the nature of the dispute or difference in question:
- 19.3.1 The President for the time being of the Law Society.
 - 19.3.2 The President of the Institute of Civil Engineers
 - 19.3.3 The President for the time being of the Royal Institution of Chartered Surveyors; or
 - 19.3.4 The President for the time being of the Institute of Chartered Accountants in England and Wales or, in any such case, his duly appointed deputy or any other person authorised by him to make appointments on his behalf.
- 19.4 If within fifteen working days after service of the notice referred to in Clause 19.2 the Parties have been unable to agree which of the persons referred to in Clause 19.3 is appropriate to appoint the Expert, the Expert will be appointed, on the application of any of the Parties by the President for the time being of the Law Society or his duly appointed deputy or any other person authorised by him to make appointments on his behalf.
- 19.5 Whenever the Expert is to be appointed under this Clause he shall act as an expert and not as an arbitrator and the following provisions shall have effect:
- 19.5.1 The Expert's decision shall (in the absence of fraud or manifest error) be final and binding upon the Parties;
 - 19.5.2 The Expert shall consider, inter alia, but shall not be bound by, any written representations on behalf of the Parties made within such time limits as he shall specify, which time limits shall be as short as he shall consider practicable in the circumstances;
 - 19.5.3 The Expert shall make available to each Party copies of the other Party's representations and allow the other Party to make further written representations thereon to which clause 19.5.2 shall apply;
 - 19.5.4 Upon receipt of any such representations the Expert shall forthwith inspect the site of the works if necessary and give notice of his instructions, if any, to the Parties and, if he shall so require, invite them or their advisers to attend his inspection and to make oral representations thereat;
 - 19.5.5 The Expert shall as quickly as possible thereafter notify the Parties in writing of his determination of the dispute or difference referred to him;
 - 19.5.6 The Parties shall use all reasonable endeavours to procure that the Expert shall give his decision with reasons as speedily as possible;
 - 19.5.7 The costs of appointing the Expert and his costs and disbursements in connection with his duties under this Agreement shall be shared between the Parties in such

proportions as the Expert shall determine or in the absence of such determination equally between them.

19.5.8 If the Expert shall die or be or become unwilling or incapable of acting or in the reasonable opinion of any Party shall delay his determination avoidably or if for any other reason he shall not deliver his decision, any party shall be entitled to apply to the President for the time being of the relevant professional institution to discharge the expert and appoint another in his place.

20 Good Faith

20.1 The Parties declare their intention that this Agreement shall operate between them with fairness and without detriment to the interests of any of them. If in the course of performance of this Agreement unfairness to any Party is disclosed or anticipated then the Parties shall use their reasonable endeavours to agree upon a course of action as may be necessary and equitable to remove the cause of it.

20.2 The Parties shall at all times act in the utmost good faith towards each other to give effect to the spirit and intent of this Agreement.

21 Termination

21.1 This Agreement will automatically terminate at the issue of Final Certificate following expiration of the Defect Liability Period for the final stage or part of the Works.

22 Dispute Resolution and Expert Determination

22.1 The Parties undertake and agree to pursue a positive approach towards dispute resolution which seeks to identify a solution at the lowest operational level that is appropriate to the subject of the dispute and which avoids legal proceedings and maintains a strong working relationship between the Parties.

22.2 Any dispute arising in relation to any aspect of this Agreement shall be resolved in accordance with this clause 22.

22.3 All disputes, claims or differences between the Parties arising out of or in connection with this Agreement or its subject matter or formation, including any question regarding its existence, validity or termination, (a "Dispute") shall, at the written request of any Party be referred by each Party to its Head of Paid Service.

22.4 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be reduced to writing and, once it is signed by the Parties or their duly authorised representatives, shall be and remain binding upon the Parties.

22.5 If any dispute between the Parties cannot be resolved by the Heads of Paid Service of the Parties then any of the Parties may give notice to the others that it requires such dispute or difference to be referred to and determined by the Expert.

22.6 The Expert shall act as an expert and not as an arbitrator and the Expert's decision shall be final and binding on the Parties (except on a point of law or in the case of manifest error) and the following provisions shall apply:

- 22.6.1 the Expert shall give the Parties an opportunity to make representations before making his decision;
- 22.6.2 the Expert may obtain opinions from others;
- 22.6.3 the Expert's decision on matters of valuation must be within the range of any representations made by the Parties;
- 22.6.4 the Expert shall give reasons for their decision;
- 22.6.5 the Expert shall comply with any time limits or other directions agreed between the Parties or imposed by the President of the relevant professional body;
- 22.6.6 the charges and expenses of the Expert shall be borne equally between the Parties or in such other proportions as the Expert may direct.

23 Assignment

This Agreement is personal to the Parties and neither of the Parties may assign, share or otherwise deal or part with or dispose of its interest in this Agreement or any part of it, provided however that this clause shall not operate to prevent any statutory reorganisation of either Party.

24 Confidentiality

- 24.1 The Parties shall at all times keep confidential information acquired in consequence of this Agreement except for information which they may be entitled or bound to disclose under compulsion of law or where requested by regulatory agencies or to their professional advisers where reasonably necessary for the performance of their professional services.
- 24.2 The provisions of clause 24.1 shall not apply to information that:
 - 24.2.1 Is or becomes generally available to the public other than as a result of disclosure by the receiving party or its representatives in breach of this clause;
 - 24.2.2 Was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
 - 24.2.3 Was or becomes available to the receiving party on a non-confidential basis from a person who to the receiving party's knowledge is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
 - 24.2.4 The parties agree in writing is not confidential or may be disclosed.
- 24.3 The Parties acknowledge that Derbyshire and Derby are subject to Freedom of information Legislation. Each Party shall:
 - 24.3.1 provide all necessary assistance and cooperation as reasonably requested by each or both of the Parties to enable the Parties to comply with their obligations under Freedom of Information Legislation;

24.3.2 provide each of the Parties with a copy of all Information held on behalf of the Council which is requested in a Request For Information and which is in its possession or control in the form that the Party reasonably requires within 5 Working Days (or such other period as the Council may reasonably specify) of the Council's request for such Information; and

24.4 The Parties acknowledge that each or both of the Parties may be required under Freedom of Information Act Legislation to disclose Information (including commercially sensitive information) without consulting or obtaining consent from the other party. Each of the Parties shall take reasonable steps to notify the other party of a Request For Information (in accordance with the Freedom of Information Code of Practice) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in the agreement) each of the Parties shall be responsible for determining in its absolute discretion (having liaised with the other party and notified them in advance where reasonably possible) whether any commercially sensitive information and/or any other information is exempt from disclosure in accordance with the Freedom of Information Legislation.

25 Notices

25.1 Any notice required to be given under this Agreement must be in writing and shall be valid only if:

25.1.1 it is given by hand or sent by special or recorded delivery; and

25.1.2 it is served on the recipient at the address of that Party shown in this Agreement in the United Kingdom or such other address for service in the United Kingdom specified in a notice given by the recipient to the other Party.

25.2 Unless it is returned through the postal service undelivered a notice sent by special delivery or recorded delivery is treated as served on the third Working Day after posting regardless of whenever (and whether or not) it is received.

25.3 A notice delivered by hand is deemed to have been received or given at the time the notice is left at the address. If deemed receipt would occur on a day which is not a Working Day it shall be deferred until the next Working Day.

25.4 A notice or document given or delivered under this Agreement by email shall not be validly given or delivered.

26 Status of this Agreement

26.1 This Agreement is not intended to create a partnership between the Parties or to operate as an association in the nature of a joint venture between them.

27 VAT

27.1 Any consideration to be provided or sums of money payable under this Agreement shall be exclusive of VAT.

27.2 Each Party shall on the relevant tax point pay any VAT properly chargeable in respect of any supply to it against:

27.2.1 (if applicable) production of a certified copy of the notice of election to waive exemption from VAT and HM Revenue and Custom's acknowledgement of receipt of such notice; and

27.2.2 delivery of a valid VAT invoice.

27.3 Where in this Agreement a Party agrees to reimburse a sum or costs to the other it shall also pay (except to the extent that the other Party can reclaim it) all VAT properly paid by the other in respect of such sum or costs.

28 Severability

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

29 Rights of Third Parties

29.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement except to the extent that any provision of this Agreement expressly provides to the contrary.

30 Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its formation shall be governed by and in accordance with the law of England and Wales.

SCHEDULE 1 THE WORKS


- (a) the development of a new junction on the A50 and connecting link road to Infinity Park Way together with associated works including (but without prejudice to the generality of the foregoing) to include new grade separated junction on the A50 Strategic Road Network (SRN) at Deepdale Lane;
- (b) Demolition of Ashlea Farm;
- (c) A new 1.6km north/south carriageway link road between the new A50 junction and the arm off the roundabout at the infinity park iHub;
- (d) Two flood compensation areas (subject to discussions with WBD), to the west and north-west of the carriageway and minor watercourse diversions;
- (e) Additional Highways mitigations measures including:
- Upgrade of 2 no. laybys on the A50 SRN;
 - Traffic calming measures on Deepdale Lane running into Sinfin;
 - Widening of the carriageway at Infinity Park Way at the Wigmore Rd junction;
- (f) Merrill Way at the A514 Chellaston Road/Boulton Lane Signal junction

SCHEDULE 2 POWERS WHICH ARE NOT DELEGATED TO DERBYSHIRE

Derby delegates to Derbyshire the power to enter Derby's land and complete the construction of the Works and any associated powers which shall include but not be limited to power to make a compulsory purchase order and side roads order if needed. Derby will remain the highway and traffic authority for all other functions, including::

- a) all Traffic Management Measures required in connection with the South Derbyshire Growth Zone Project;
- b) all TROs that will be required during the construction and after the completion of the Works;
- c) any other permits or licences required during construction or after completion of works

EXECUTED AS A DEED by the parties on the date of this deed

<p>Executed as a Deed by Derbyshire County Council by affixing its Common Seal in the presence of</p>	<p>)</p>	<p>.....</p> <p>Authorised Signatory</p> <p>Authorised Signatory</p>
<p>Executed as a Deed by Derby City Council by affixing its Common Seal in the presence of</p> 	<p>)</p>	<p><i>Dillon Bush</i></p> <p>.....</p> <p>Signature Authorised Officer</p> <p>Position of signatory</p> <p><i>A. M. Parnell</i></p> <p>Authorised Officer</p>