

HOW TO COMPLETE THE LEGAL AGREEMENT – PLEASE READ CAREFULLY

Please **DO NOT DATE** the Legal Agreement as the Council will complete the date when the document is completed. Complete the following sections ONLY-

- Box (1) Please complete this entry filling in the **full** name(s) and address(es) of **all** the owner(s) as recorded with Land Registry.
- Box (3) Please complete this entry setting out **full address of the Property** that is to benefit from the vehicle crossover.
- Box (5) Please complete the sub-clause(s) that apply to you and delete the clauses that do not apply as follows:-
- 5.1 – If your property is registered and you are the freehold owner please complete this entry. If you do not know the registered title number please leave blank and the Council will complete this for you. Please then delete sub-clauses 5.2, 5.3 & 5.4
 - 5.2 If your property is registered and you are the leasehold owner, please complete entry 5.1 (deleting reference to 'freehold') and as this entry will also apply to you, do not delete and provide the council with written consent from the freeholder that he/she may enter into this agreement. Again, please insert your registered leasehold title number at sub-clause 5.1 or alternatively leave blank and the Council will complete this on your behalf. Please then delete sub-clauses 5.3 & 5.4.
 - 5.3 Please complete this section if you are the freehold owner but your property is unregistered. Please delete sub-clauses 5.1, 5.2 and 5.4
 - 5.4 Please complete this section if you are a tenant and the property is unregistered. Please delete sub-clauses 5.1, 5.2 and 5.3
- Box (6) The Council will complete this entry,

Owner(s) Signature(s) - Please print and sign your name(s) of **all** the owners where indicated on the last page of the Deed in front of an **independent** witness. The witness should print their name and sign the document where indicated, then fill in their name, address and occupation details. If there are more than two owners please let us know and we will send you a revised Agreement.

Once you have completed the agreement in accordance with the guidance notes above, please return the document to us **together with your payment** in accordance with the attached quotation letter.

Sections 1, 3 and 5 must be completed and the Deed must be signed on page 6 by all of the owners.

Incomplete forms will be returned which will delay the construction of the crossover.

Two Thousand and

day of

Two Thousand and

BETWEEN:

(1) []
of []
[]
of []
(“the Owner(s)”) []

(2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET** North London Business Park Oakleigh Road South London N11 1NP (“the Council”)

(3) [] (“the Property”)

4 DEFINITIONS

4.1 “the Plan” means the Plan annexed to this Deed

4.2 “the Crossover” means the part of the footway/pavement/verge between the Highway and the Owner’s Property to be altered by the Council under the terms of this agreement to provide a crossover for Vehicles from the Highway to the Owner’s Parking Area and vice versa as shown on the Plan

4.3 “the Highway” means a highway as defined in the Highways Act 1980

4.4 “the Owner’s Parking Area” means the Owner’s off road parking bay within the boundaries of the Property

4.5 “the Guidance Notes” means the Guidance Notes entitled ‘Vehicle Crossover Application Guidance Notes’ (annexed to the Council’s application form for a vehicle crossover)

4.6 “Vehicle” means any vehicle, whether or not it is in a fit state for use on roads, and includes any chassis or body, with or without wheels, appearing to have formed part of such a vehicle and any load carried by and anything attached to or capable of being attached to such a vehicle

4.7 “Works” means the works carried out by the Council in accordance with the Plan.

WHEREAS:

5 [Delete as appropriate]:-

5.1 [the Owner is registered at H.M. Land Registry as proprietor of the Property with [freehold] [leasehold] title absolute under Title No [] and the Property is described as []

5.2 [the Owner is registered with leasehold title as per clause 5.1 above and the Owner has provided the Council with written consent from the freeholder that he/she may enter into this agreement]

5.3 [the Property is unregistered and the Owner has provided satisfactory evidence that the Property is vested in the Owner and that the Owner has the capacity to enter into this agreement with the Council]

5.4 [the Property is unregistered and the Owner is a tenant of the Property and the Owner has provided the Council with written consent from the freeholder that he/she may enter into this agreement]

- 6 The Council is the Highway Authority for the Highway known as [] and proposes to construct a vehicle crossover over the public footway lying between the Property and the said Highway in accordance with the Works as illustrated on the Plan pursuant to Section 184 of the Highways Act 1980.
- 7 This agreement is made pursuant to Section 16 of the Greater London Council (General Powers) Act 1974.
- 8 In this agreement words importing one gender shall be construed as importing any other gender and words imparting the singular shall be construed as importing the plural and vice versa
- 9 Wherever in this agreement more than one person or company is the Owner their obligations can be enforced against all or both of them jointly and against each individually
- 10 References to the Owner includes their successors in title

NOW THIS DEED WITNESSETH AS FOLLOWS:

- 11 In consideration of payment by the Owner to the Council of the cost of the Works incurred by the Council (receipt of which is hereby acknowledged by the Council) and the Owner's covenants contained in this agreement the Council agrees with the Owner to execute the Works and allow the Owner, and others authorised by the owner, to use the Footway for the purposes of a vehicular crossing to and from the Highway from and to the Property
- 12 **OWNER'S COVENANTS**

In accordance with the Guidance Notes and this clause 12 the Owner covenants with the Council as follows:-

- 12.1 to pay the Council's legal costs, expenses and disbursements (including vat if payable) in connection with the negotiation, preparation and execution of this deed [receipt of which is hereby acknowledged by the Council];
- 12.2 not to park or allow to be parked any Vehicle or other obstruction whatsoever on the Crossover or public footway;
- 12.3 not to allow any Vehicle to overhang any part of the Crossover or public footway whatsoever;
- 12.4 not to allow any Vehicle access to the Owner's Parking Area if access by that Vehicle to the Owner's Parking Area can only be achieved by:-
 - 12.4.1 manoeuvring the Vehicle backwards and forwards across the Crossover in order to gain access to the Owner's Parking Area (which for the avoidance of doubt includes having to manoeuvre a Vehicle in more than one movement from the Highway onto the Owner's Parking Area); and
 - 12.4.2 having to manoeuvre a Vehicle onto or across any part of the public footway abutting either side of the Crossover in order to gain access to the Owner's Parking Area
- 12.5 to be responsible for ensuring that surface water from the Owner's Parking Area does not discharge onto the Crossover or Highway;
- 12.6 that the Owner's Parking Area has been constructed within the boundaries of the Owner's Property in accordance with plans and specifications previously submitted and approved by the Council.
- 12.7 that the Owner's Parking Area has been constructed from materials that will not cause loose material to be carried onto the Crossover or Highway.
- 12.8 that the Owner has, if applicable, obtained and provided to the Council copies of any planning permissions required in constructing the Owner's Parking Area

12.9 to pay the Council's reasonable costs in applying to the Registrar of Local Land Charges to register notice of this agreement in the Local Land Charges Register [receipt of which is hereby acknowledged by the Council];

12.10 that the Owner has read and understood the Guidance Notes:-

12.10.1 complied with all of the provisions contained therein;

12.10.2 submitted the application form annexed to the Guidance Notes and obtained permission from the Council for a vehicle crossover; and

12.10.3 paid to the Council all of the costs as set out in the Guidance Notes and this Deed

13 In the event of any breach by the Owner of his covenants contained in this agreement then the Council may serve written notice upon the Owner requesting that the Owner rectify the breach and the Owner shall be responsible for the Council's costs in serving such notice in the sum of £50.00

14 If the Owner does not comply with the written notice from the Council as set out at clause 13 above the Council may terminate this agreement and the costs of any works arising out of or connected to the blocking off obstruction or re-instatement of the Crossover and its kerb (including all administrative surveyors and legal costs) incurred by the Council shall be payable on demand by the Owner to the Council. Termination of this agreement shall be without prejudice to all other rights and remedies available to the Council arising out of any antecedents breaches of the Owner's covenants

IN WITNESS whereof the parties hereto have executed this Document as a Deed and have delivered it upon the day and year first before written.

THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF BARNET was hereunto)
affixed by in the presence of:)
)

Authorised Signatory

Authorised Signatory

SIGNED AS A DEED by 1st owner

(Name in block capitals)
.....

Signature of Owner
.....

in the presence of:

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

Occupation _____

SIGNED AS A DEED by 2nd owner

(Name in block capitals)
.....

Signature of Owner
.....

in the presence of:

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

Occupation _____