

BETWEEN

READING BOROUGH COUNCIL of Civic Offices Bridge Street Reading RG1 2LU (“the Council”) (1) and

NAME: of Address (“the Owner”) (2)

1.1 RECITALS

The Land - the Council is the Highway Authority for the Borough of Reading for the purposes of s111 Local Government Act 1972 and s33 Local Government Act 1982 in which the Land at xxxxxxxx(“the Land”) more particularly described in the First Schedule hereto is situated

1.2 The Owner - is the registered proprietor of the land and premises known as XXXXXXXXXXXXXXXXXXXX (hereinafter called “the Land”).

1.3 A vehicle crossover - is the legal means of allowing vehicles to drive over the footway to gain access to a private driveway or garage and the crossover remains part of the footway.

1.4 Whereas the Council has agreed, subject to the terms of this agreement, to provide a vehicle crossover to the Property which can achieve a minimum 4.3 metre forecourt depth and satisfies all the other criteria in the Council’s Vehicle Crossing Policy.

1.5 The Council has also agreed, subject to the terms of this agreement, to provide a vehicle crossover to the Property which can achieve a minimum 4.1 metre forecourt depth and satisfies all the other criteria in the Council’s Vehicle Crossing Policy as well as the following additional conditions:

1.5.1 There is a minimum 1.8m footway width available adjacent the proposed vehicle crossing.

1.5.2 The proposed vehicle crossing is on an unclassified road.

1.5.3 That the pedestrian footfall passing the proposed vehicle crossing is at an acceptably low level.

1.5.4 That there is adequate and safe sight line visibility on exiting the property

NOW IN PURSUANCE OF THE POWERS CONTAINED in Section 111 of the Local Government Act 1972 and Section 33 Local Government (Mis Prov) Act 1972 and all other powers enabling the Council in this behalf **IT IS HEREBY AGREED AND DECLARED** between the parties hereto as follows:-

1.2 Interpretation/Definitions

IT IS HEREBY FURTHER AGREED that unless the context otherwise requires:

1.2.1 the singular shall include the plural and vice versa

1.2.2 references to any party shall include the successors in title of that party

1.2.3 where a party includes more than one person the obligations of those persons shall be joint and several

- 1.2.4 references to clauses schedules paragraphs and the Annexure are references to clauses schedules paragraphs and the Annexure respectively to this Agreement
- 1.2.5 references to a statute or statutory instrument shall mean and include any statutory revision amendment or re-enactment thereof
- 1.2.6 words denoting an obligation on a party to do any act or 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 infringement of the restriction

AND THAT clause headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation

2. Conditionality

This Agreement shall have immediate effect

3. The Owners' Covenants: declaration

The Owner COVENANTS AND AGREES with the Council to comply with the covenants set out in the Second Schedule hereto

4. Cesser of Liabilities

The liabilities of the persons who for the time being is the Owner under this Agreement in relation to the Land shall cease (subject to and without prejudice to the Council's rights in relation to any antecedent breach of the obligations contained in this Agreement) after those persons have parted with all interest in the Land

5. No Waiver

No waiver (whether express or implied) by the Council of any breach of or default by the Owner in performing or observing any of the terms of or covenants obligations or restrictions in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms covenants obligations or restrictions or from acting upon any subsequent breach or default in respect thereof by the Owner

6. Rights of Third Parties

It is not intended that any of the provisions of this Agreement be enforceable under the Contracts (Rights of Third Parties) Act 1999 by anyone other than the parties to this Agreement

7. Local Land Charge

This Agreement is and shall be registered as a Local Land Charge by the Council

8. Termination

8.1 The Council shall be entitled to terminate this Agreement by written notice with immediate effect if the Owner is in material breach of his/her obligations and has failed to remedy the breach to the reasonable satisfaction of the Council within three months after receiving written notice specifying the breach and the remedy required;

8.2 Without prejudice to Clause 8.1 above if the Council is satisfied that the Owner has breached the terms of this agreement and served notice on the Owner in accordance with Clause 8.1 above the Council may take any of the following actions:

- 8.2.1 Remove the vehicle crossover from the Land and reinstate the footway;
- 8.2.2 Place bollards or other street furniture on the footway to prevent use of the vehicle crossover by the Owner;
- 8.2.3 In the event that the Council serve a notice pursuant to clause 8.1 above and the Council determines that the footway should be re-instated and or bollards and or street furniture installed the Owner shall reimburse the Council the reasonable costs of re-instatement of the highway and or the costs of installing bollards and or street furniture as the case maybe.

9 Notices

Any notice or other written document to be served or given by one party upon or to any other under the terms of this Agreement shall be deemed to have been validly served or given if delivered by hand or sent by prepaid post to the party on whom it is to be served

10. Addresses for service

The address for any notice or other written communication for any party to this Agreement is as specified on the first page of this Agreement

11. Legal Fees

The Developer agrees to reimburse the Council the legal costs and expenses of £300.00 incurred by the Council in the preparation and completion of this Agreement forthwith upon completion of this Agreement

DRAFT

First Schedule
(The Land)

All that the property known as xxxxxxxxxxxx which comprises the whole of the land registered at the Land Registry under Title Number BKXXXXXX

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Second Schedule
(The Owners covenants)

- 1 That any vehicle or vehicles will be parked within the boundary of the Land as close to perpendicular as practicable at all times.
- 2 That no part of a vehicle or vehicles parked within the Land will project on to or over the highway.
- 3 That no vehicle having a laden weight greater than 3500kgs will use the vehicle crossover to access the property.
- 4 The area of lowered footway to form the vehicle crossover will not be used for the purposes of parking a vehicle or vehicles or as an area to allow vehicles to wait.
- 5 The parking area within the boundary of the Land will be constructed in such a way as to include adequate drainage for surface water so as to prevent any surface water from flowing from the Land on to the adjoining highway
6. To comply with the Council's Vehicle Crossing Policy as annexed hereto.

DRAFT

EXECUTED as a Deed by the Parties hereunto on the above date_

EXECUTED (BUT NOT DELIVERED)
UNTIL THE DATE HEREOF) by the)
affixing of THE COMMON SEAL of)
READING BOROUGH COUNCIL in)
the presence of:-)

Minute	
Originator	CMS
Seal No.	
Checked	

Authorised Signatory

SIGNED AS A DEED (but not delivered)
Until the date hereof) by the said) _____
and)
in the presence of) _____

W

I Name: _____

T

N Address: _____

E

S

S

Signature: _____

DATED

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READING BOROUGH COUNCIL

- and -

AGREEMENT

FOR THE INSTALLATION OF A VEHICLE CROSSOVER
WHERE A PROPERTY FORECOURT IS BETWEEN 4.1 METRES AND 4.79 METRES

Mr. M Graham
Assistant Director of Legal and Democratic Services
Reading Borough Council
Civic Offices Bridge Street
Reading RG1 2LU
Legal/CMS/