**THIS AGREEMENT** is made on 202

### BETWEEN:

1. **<<INSERT NAME OF OWNER(S)>>** of <<INSERT ADDRESS>> (“the Owner(s)”) of the first part
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WALTHAM FOREST** of Town Hall, Forest Road, Walthamstow, London, E17 4JF (“the Council”) of the second part
3. **RECTIALS**
	1. The Owner(s) is/are registered at the Land Registry under title number <<INSERT TITLE NUMBER>> as registered proprietor with freehold title absolute of the land known as <<INSERT ADDRESS>
	2. [the Property is unregistered and the Owner(s) has/have provided satisfactory evidence that the Property is vested in the Owner(s) and that the Owner(s) has/have the capacity to enter into this Deed with the Council]
	3. [the Property is unregistered and the Owner(s) is/are a tenant of the Property and the Owner(s) has/have provided the Council with written consent from the freeholder that they may enter into this Deed]
	4. The Council is the highway authority for the highway known as <<INSERT ROAD NAME>>
	5. The Owner has requested that the Council 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.The Owner(s) has/have made a request to the Council under section 184 of the Highways Act 1980 for the construction of a vehicle crossing over the footway in the highway known as <<INSERT ROAD NAME>>
	6. In consideration of the Owner(s) entering into this Deed the Council hereby approve the request for a vehicle crossing over the footway in the highway known as <<INSERT ROAD NAME>> subject to the terms of this Deed

**2. DEFINITIONS**

* 1. In this Agreement the following expressions shall unless the context otherwise requires have the following meanings:-

|  |  |
| --- | --- |
| “the 1980 Act” | means the Highways Act 1980 as amended from time to time or any subsequent re-enactment of that Act |
|  |  |
| “the Crossover” | means the crossover to be built over the Public Footway permitting Vehicles to pass from the Highway to the Owner's Parking Area and vice versa |
|  |  |
| “Deed” | means this agreement made by deed pursuant to Section 106 of the Act |
|  |  |
| “Highway” | means the highway as defined by the 1980 Act and shown on the Council’s list of highways compiled pursuant to section 36 of the 1980 Act and being <<INSERT ROAD NAME>> |
|  |  |
| “the Owner's Parking Area"  | means the Owner's off road parking area within the boundaries of the Property |
|  |  |
| “Plan” | means the Plan annexed to this Deed |
|  |  |
| “Property” | means the land and premises known as <<INSERT ADDRESS>> shown on the Plan which will benefit from the vehicle crossover to be constructed |
|  |  |
| “Public Footway” | means the publicly maintainable footway directly outside the Property over which the Crossover will be constructed as shown yellow on the Plan |
|  |  |
| “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 |
|  |  |
| “Vehicle Crossover Policy” | means the Council’s <<INSERT NAME OF POLICY>> dated <<INSERT DATE OF POLICY>> |
|  |  |
| “Works” | means the works to be carried out by the Council to construct the Crossover |
|  |  |

**NOW THIS DEED WITNESSETH** as follows:-

**3. Enabling Powers & Interpretation**

3.1 This Deed is made pursuant to Section 16 of the Greater London Council (General Powers) Act 1974 and as such shall be enforceable against the Owner(s) and their successors in title and be registered by the Council as a local land charge.

3.2 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.

3.3 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.

3.4 A reference to a company shall include any company, corporate or other body corporate, wherever and however incorporated or established.

3.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders

3.6 Any reference to a specific statute or statutes includes any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.

3.7 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

3.8 An obligation in this Deed on a person not to do something includes an obligation not to agree or allow that thing to be done.

3.9 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually

3.10 Where any approval consent agreement or the like is required to be given pursuant to the terms of this Agreement it shall be in writing

3.11 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement

**4. Council’s Covenants**

4.1 In consideration of payment by the Owner(s) to the Council of the cost of the Works (receipt of which is hereby acknowledged by the Council) and the Owner's covenants contained in this Deed the Council agrees with the Owner to execute the Works and allow the Owner(s), and others authorised by the Owner(s), to use the Public Footway for the purposes of a vehicular crossing from the Highway to the Property and vice versa

**5. Owner’s Covenants**

The Owner covenants with the Council as follows:

5.1 to pay the Council its proper and reasonable legal costs incurred in preparing this Deed in the sum of <<£xxx>> prior to the date of this Deed;

5.2 not to park or allow to be parked any Vehicle or other obstruction whatsoever on the Crossover or the Public Footway;

5.3 not to allow any Vehicle to overhang any part of the Crossover or the Public Footway whatsoever;

5.4 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:-

5.4.1 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

5.4.2 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

5.5 to be responsible for ensuring that surface water from the Owner's Parking Area does not discharge onto the Crossover or Public Footway or the Highway;

5.6 to ensure that the Property’s frontage consists of at least 50% soft landscaping to assist in the drainage of surface water;

5.7 to ensure 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;

5.8 to ensure that the Owner's Parking Area has been constructed from materials that will not cause loose material to be carried onto the Crossover or the Public Footway or the Highway;

5.9 to ensure that requirements contained in the Town and Country Planning (General Permitted Development) Order 1995 are met;

5.10 if applicable, to provide to the Council copies of any planning permissions required in constructing the Owner's Parking Area;

5.11 that they have read and understood Vehicle Crossover Policy and:-

5.11.1 complied with all of the provisions contained therein;

5.11.2 paid to the Council all of the costs as set out in this Deed

**6. BREACH**

6.1 In the event of any breach by the Owner(s) of the terms of this Deed then the Council may serve written notice upon the Owner requesting that the Owner rectify the breach and the notice shall specify the time frame for compliance

6.2 If the Owner(s) does not comply with the written notice from the Council served pursuant to clause 6.1 above the Council may:

6.2.1 terminate this Deed and recover from the Owner(s) the costs of removing the Crossover and reinstating the Public Footway (including all administrative surveyors and legal costs) which shall be payable on demand by the Council. Termination of this Deed 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 or

6.2.2 execute such works as are necessary to remove any obstruction or as are necessary to rectify the breach and recover the cost of such from the Owner(s)

6.3 Any requests for payment made pursuant to clause 6.2 shall be made promptly by the Owner

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner(s) has/have signed this instrument as a deed in the presence of the person mentioned below the day and year first before written

**SEALED** with the **COMMON SEAL** of the  **)**

**MAYOR AND BURGESSES OF THE )**

**LONDON BOROUGH OF WALTHAM FOREST )**

in the presence of : **)**

 **Authorised Signatory**

**SIGNED** as a Deed by the said

**<<INSERT OWNER NAME>>:**

In the presence of

Witness signature:

Witness address:

Witness occupation: