

These are the notes referred to on the following official copy

Title Number NK113628

The electronic official copy of the document follows this message.

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Please note that this is the only official copy we will issue. We will not issue a paper official copy.

DATED 16th March 2007

WHERRY HOUSING ASSOCIATION LIMITED

-and-

THE NORFOLK COUNTY COUNCIL

A G R E E M E N T

-for-
the dedication of land in the
Parish of Great Plumstead
Norfolk
for highway purposes

Norfolk County Council
County Hall
Martineau Lane
Norwich
NR1 2DH

JADW/22237

Examined with and certified to be a
true copy of the original

16/04/2007
Norfolk County Council
County Hall, Norwich NR1 2DH

264/p2

AN AGREEMENT made the 16th day of March 2006

BETWEEN

1. WHERRY HOUSING ASSOCIATION LIMITED of 1-3 Highbury Station Road London N1 1SE ("the Owner")
2. THE NORFOLK COUNTY COUNCIL of County Hall Martineau Lane Norwich Norfolk NR1 2DH ("the Council")


WHEREAS:-

- (1) The Owner is registered as proprietor with an absolute freehold title at the Land Registry under Title Numbers NK113628 NK113630 NK113632 NK113634 NK113635 NK113643 NK113646 and NK113648 of the land described in the First Schedule hereto ("the Land") as shown coloured pink on the plan hereto annexed ("the Plan")
- (2) The Council being the Highway Authority under the Highways Act 1980 and in exercise of their powers and duties under the said Act are desirous of effecting an improvement to the highway abutting on the Land

IT IS HEREBY AGREED between the parties hereto as follows:-

1. IN consideration of the Council taking over and maintaining the Land as part of the public highway and in consideration of the Council executing the accommodation works specified in the Second Schedule hereto ("the Works") which are thereafter to be maintained at the Owner's expense the Owner with full title guarantee hereby dedicates and gives up for the use of the public as highway the Land free of charge

2. THE period of liability of the Council under Clause 1 hereof in respect of any of the works of construction specified in the Second Schedule hereto shall be limited to twelve months from the completion of the said works and the period of liability of the Council under Clause 1 hereof in respect of any of the works of maintenance specified in the said Second Schedule shall be limited to six months (from the termination of the period of maintenance specified in the said Second Schedule) and no claim shall be made against the Council in respect of such works after the expiration of the said periods of twelve and six months respectively
3. IT is agreed that the proposed footway will be constructed in accordance with highway authority standards for adoptable footpaths (including all dropped kerbs) and the Council shall as soon as possible after practical completion of the Works adopt the same as a highway repairable and maintainable at public expense
4. THE Council hereby agrees with the Owner to cause as little inconvenience and damage as possible in carrying out the Works to the Owner's adjoining properties and their occupiers (making good any damage caused) and to provide vehicular and pedestrian access to the Owner's adjacent properties at all times
5. THERE is excepted and reserved unto the Owner the right to use the existing service media and the right to enter on the Land to repair maintain lay relay and divert such service media causing as little damage as possible and making good any damage caused
6. THERE is excepted and reserved unto the Owner a right of way at all times and for all purposes over and along the Land

PLAN REFERRED TO		
OWNER	TENANT	AGENT
		

7. IF and when called upon to do so within twenty-one years from the date hereof the Owner and its successors in title shall at the expense of the Council prove its title to and with full title guarantee by a Transfer convey the Land to the Council in fee simple
8. THIS instrument:
 - 8.1 is executed as a deed and by its execution the parties authorise their Solicitors to deliver it for them when it is dated
 - 8.2 was delivered when it was dated
9. THE interest disposed of is held by Wherry Housing Association Limited an exempt charity

THE FIRST SCHEDULE

A L L T H A T strip piece or parcel of land situate in the Parish of Great Plumstead in the County of Norfolk measuring Two hundred and twenty seven square metres or thereabouts abutting on Church Road

THE SECOND SCHEDULE

The Works are as follows:-

In respect of Numbers 1, 3, 4, 7 and 8 Church Road to erect a 1.2 metre high close boarded fence at the top of the bank (immediately behind the line of acquisition on the Owner's retained land)

In respect of Numbers 2, 5 and 6 Church Road (where there is no existing boundary feature) to provide a low earth bank

The type and exact location of the fences referred to above is to be approved in writing by the Owner before the works are commenced. All works are to be carried out in a good and workmanlike manner such works to be approved on completion by the Owner's surveyor acting reasonably

For all properties the Council will provide dropped kerbs in the new footway and re-grade existing driveways as necessary to tie into the footway and in accordance with plans and specifications (if any) previously approved by the Owner or its surveyors

All works are to be commenced no later than 5 February 2007 and completed by 1 June 2007 subject to such dates being extended by the Owner on written application of the Council in the event of any delay to the commencement of the works or completion arising for a cause outside the control of the Council

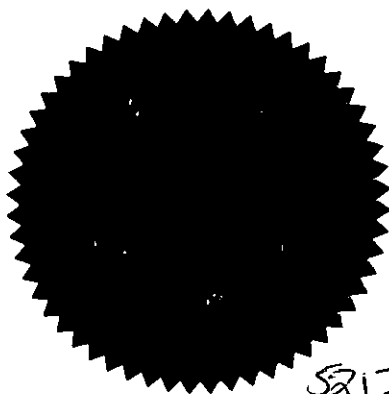
EXECUTED AS A DEED by affixing the
COMMON SEAL of
WHERRY HOUSING ASSOCIATION LIMITED
but not delivered until the date hereof
in the presence of:-



Managing Director - Wherry
Authorised Signatory

D. J. Firman

Deputy Group Secretary
Authorised Signatory

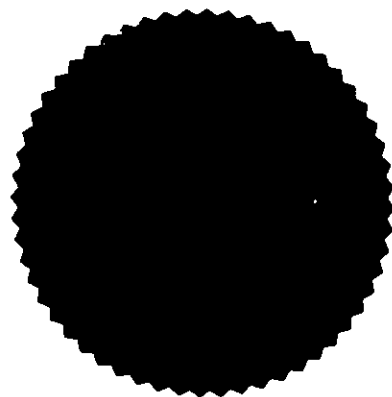


5213

THE COMMON SEAL of THE
NORFOLK COUNTY COUNCIL
was hereunto affixed
but not delivered until the date hereof
in the presence of:-

Anthony

authorised signatory
on behalf of: HEAD OF LAW



PLAN REFERRED TO

OWNER	TENANT	AGENT	
Circle Anglia 6 Central Avenue St Andrews Business Park Thorpe St Andrew NORWICH NR7 0BR			
Land to be Acquired		Land Required for Easement	
Parcel No.	Approx. Area	Parcel No.	Approx. Area
	227 sq m		
		Total	
		Land Required for Licence	
		Parcel No.	Approx. Area
Total	227 sq m	Total	
The numbers on the parcels correspond with those shown on Ordnance Survey Sheet No.			
The land to be acquired, which is coloured PINK on this plan, represents the net amount of land required for the purposes of the scheme; and any new fence, wall, bank or hedge is to be erected on the vendors remaining property. Land required for Easement is coloured BLUE. Land required for Licence is coloured GREEN. Land required for Landscape Mitigation is coloured PINK, hatched RED.			
Scale: 1/1000		Imp. No. R2E2026	
Crown Copyright Reserved		Plan No. R2E2026-R2-5A	

