C3 – Highway Dedication - Additional provisions

"Commencement of Development" same as standard agreement

"Dedication Agreement" an agreement to dedicate the Land as public highway in the form set out in Schedule ? to this Agreement;

"Dedication Works" all works for the laying out of a public highway on the Land including without limitation paving and lighting as are reasonably required by the Director;

"Development" same as standard agreement

"Director" same as standard agreement

"Land" all that land forming part of the Property and shown hatched black on the plan annexed to this Agreement;

"Occupation" occupation of the Property for the purposes authorised by the Planning Permission save for temporary occupation for the purposes of construction or fitting out or marketing and the word "Occupy" shall be construed accordingly;

"Planning Permission" same as standard agreement
1. The Owner covenants with the Corporation that:

1.1 it will not Commence Development until it has obtained the Corporation's approval for the specification for the Dedication Works on the Land;

1.2 it will not Occupy the Development until:

(i) the Dedication Works have been carried out and completed in accordance with the specification approved by the Corporation under paragraph 1.1 above and to the satisfaction of the Director;

(ii) it has dedicated the Land as a public highway by entering into the Dedication Agreement at no cost to the Corporation.
DEED OF DEDICATION

THIS AGREEMENT is made the day of Two thousand and
and
BETWEEN

1) ("the Owner")

AND

2) THE LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER of
Westminster City Hall P O Box 240 Victoria Street London SW1E 6QP ("the
Corporation")

WHEREAS:

(1) The Owner is the owner of the in the Land.

(2) The Owner has agreed to give up and dedicate the Land to the public as a
highway subject to the Corporation agreeing to undertake the maintenance of
the Land under section 38(3) and 38(6) of the Highways Act so that on the
execution of this Agreement the Land will become a highway maintainable at the
public expense under of the Highways Act.

NOW THIS DEED WITNESSETH as follows:-

1. Interpretation

1.1 In this Deed the following terms shall have the meanings given to them:-

"Highways Act" Highways Act 1980;

"the Land" all that land adjoining the Highway known
as all of which is shown hatched on the Plan annexed hereto

"the Retained Land" all that land at which is registered at H. M Land Registry under Title No. and which is shown edged red on the Plan annexed hereto

2. Dedication

2.1 The Owner hereby gives up and dedicates to the public the Land to the intent that from the date of this Agreement the Land shall be added to and form part of the public highway.

2.2 The Corporation and the Owner agree that nothing in this Agreement shall be construed as affecting or interfering with the ownership of the sub-soil of the Land (except so much of the sub-soil of the Land as is required to support the highway) which shall still form part of the Retained Property subject to the statutory powers of the Corporation as highway authority.

2.3 The Corporation shall at all times have the right of support from the Retained Land including the sub-soil beneath the Land and from any buildings or structures adjacent to or below the Land.

2.4 The Owner shall at its own expense repair upkeep and waterproof the Retained Land including the sub-soil beneath the Land and any buildings or structures adjacent to or below the Land.

2.5 The Corporation undertakes to maintain the Land as a highway at the public expense from the date of this Agreement.

3. Retained Land
3.1 The parties to this Agreement hereby agree and declare that any outgoing matter or thing whatsoever which immediately prior to the execution of this Agreement was charged upon the Retained Property and the Land or any part thereof shall now be charged exclusively upon the Retained Land.

4. **Registration**

4.1 The Owner shall at its own expense take such steps as may be necessary for the proper registration of a note of this Agreement on the Title Number of the Retained Property at H.M Land Registry.

IN WITNESS whereof the Parties hereto have executed this Agreement as a Deed the day and year first above written

THE COMMON SEAL of )
was hereunto affixed )
in the presence of: )

Director

Secretary

THE COMMON SEAL of THE LORD )
MAYOR AND CITIZENS OF THE )
CITY OF WESTMINSTER was )
hereunto affixed by Order )

Director of Legal and Administrative Services
DATED

- and -

THE LORD MAYOR AND CITIZENS
OF THE CITY OF WESTMINSTER

______________________________

DEED OF DEDICATION

Pursuant to Section 38 of the Highways
Act 1980 relating to Land at

______________________________

C T Wilson
Director of Legal and Administrative Services
Westminster City Council
City Hall
64 Victoria Street
London SW1E 6QP