

DATED 30<sup>th</sup> MARCH 2021

~~2020~~

**NORTHAMPTONSHIRE COUNTY COUNCIL**

- and -

**JME DEVELOPMENTS LIMITED**

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**AGREEMENT**

**pursuant to Section 38 of the Highways Act 1980  
for the dedication and adoption of phase 1 highways at  
land off Longcroft Road, Little Stanion, Corby,  
Northamptonshire**

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CERTIFIED TRUE COPY

  
SOLICITOR

LGSS LAW LIMITED

Date 30<sup>th</sup> March 2021

SAVE FOR THE PLAN  
NOT BEING TO SCALE



LGSS Law Limited  
One Angel Square,  
Angel Street  
Northampton  
NN1 1ED



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THIS AGREEMENT is made the 30<sup>th</sup> day of MARCH 2021  
2020

**BETWEEN:**

1. **NORTHAMPTONSHIRE COUNTY COUNCIL** of One Angel Square, Angel Street, Northampton NN1 1ED ("the County Council") ; and
2. **JME DEVELOPMENTS LIMITED** (Company Registration Number 07137465) whose registered office address is at 1 Adelaide House, Corby Gate Business Park, Corby Northamptonshire NN17 5JG ("the Developer")












**RECITALS**

- A. The Developer is the registered proprietor of the Land which is shown for the purposes of identification only edged red on the Plan.
- B. The County Council is the local highway authority for the purposes of the Highways Act 1980 for the area in which the Land is situated.
- C. The Developer has completed the construction of the Road in accordance with County Council's document titled 'Estate Road Construction (Construction Requirements and Specification for Adoptable Highways)' dated June 1999 unless relevant sections have been superseded by the interim construction guidance with the document 'Section 38 Notes for Guidance for Developers' dated April 2018 or subsequent revision and the First Schedule and now wishes to dedicate the Road as a highway for the use of the public at all times and for all purposes.
- D. The Developer and the County Council have agreed that the County Council shall adopt the Road as a highway maintainable at the public expense, which the County Council has agreed to do on the terms and conditions of this Agreement
- E. The Developer and the County Council have agreed that street lighting on the Road shall be reserved out of the said adoption and the Developer has entered into a

**Notes.**

1. Construction details & specifications must be carried out in accordance with NCC Estate Road Construction Book, June 1989 edition.
2. All buildings shall be kept 500m clear of any adoptable highway.
3. All drive ways within 5m of highway shall be surfaced. Loose gravel is not acceptable.
4. All service strips & areas with the junction & forward visibility splays shall be grassed.

**Legend:**

-  Carriageway
-  Footways & shared cycle/footway
-  Grass Verge
-  Highway Adoption boundary
-  Site Ownership boundary
-  Lamp Columns  
The street lights are to be adopted and maintained by Corby Borough Council
-  Highway Drainage to be adopted under S38 agreement
-  Surface water drainage adopted by water company under section 104.
-  Visibility Splay:  
4.5 x 70m Road 1  
2.4 x 33m Road 7
-  Drop kerb & vehicle crossing
-  Pedestrian tactile paving and drop kerb unless stated otherwise



**GENERAL NOTES:**

**NOTES**

1. For writing out refer to Archibald's drawings.
2. This drawing is to be read in conjunction with all other Architectural and Engineering drawings and all site relevant drawings and Specifications.
3. No part of this document may be reproduced or transmitted in any form or stored in any retrieval system of any nature without the written permission of OCSC or the Client. Any copyright notice shall be retained for use on the project for which the document was originally issued.

No.	Date	REVISION NOTE	Dec. By	CHK. By	No.	Date	REVISION NOTE	Dec. By	CHK. By
1	10/08/17	LAMP COLUMN POSITIONING & SINGLE CROSSING AREA MARKED	AS	AF					
2	14/08/17	SEE SHEET 1501	AS	AF					
3	15/08/17	AMENDED ROAD WIDTHS	AS	AF					
4	01/09/17	MARKED FOLLOWING NON-ADAPTABLE HIGHWAYS COMMENTS	AS	AF					
5	12/09/17	MARKED AS PER NON-ADAPTABLE HIGHWAYS COMMENTS	AS	AF					
6	14/09/17	MARKED AS PER NON-ADAPTABLE HIGHWAYS COMMENTS	AS	AF					
7	14/09/17	MARKED AS PER NON-ADAPTABLE HIGHWAYS COMMENTS	AS	AF					
8	14/09/17	SALLY LAMP MARKED & BUS STOP MARKED FOLLOWING VEC COMMENTS	AS	AF					
9	08/10/17	BUS STOP LOCATION MARKED	AS	AF					
10	16/10/17	PAVING AMENDED	AS	AF					
11	17/10/17	BUS STOP LOCATION MARKED	AS	AF					



FOR CONSTRUCTION

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Architect:	ARC-03
Project:	LITTLE STATION, CORBY
Title:	HIGHWAYS PHASE 1 SITE LAYOUT
Scale:	AS
Drawn by:	AS
Checked by:	AF
Date:	27/02/17
Sheet No.:	J156B/005
Total Sheets:	10
Revision:	J

separate adoption agreement respecting the street lighting with Corby Borough Council

F. The Developer has paid to the County Council a sum of **ONE HUNDRED AND TWELVE THOUSAND FORTY TWO POUNDS (£112,042)** in respect of the County Council's administration and supervisory costs for keeping the construction of the Road under observation and inspection during the period of construction.

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

**1.1 Definition**

For the purposes of this Deed the following expressions in column one shall have the meanings respectively ascribed to them in column two:

<b>Column 1</b>	<b>Column 2</b>
<b>Drawings</b>	the drawings approved by the County Council and listed at paragraph 2 of the First Schedule to this Agreement
<b>Land</b>	the freehold land off Longcroft Road, Little Stanion, Corby, shown edged red on the Plan and registered at H M Land Registry with Absolute title under title Number [NN269359]
<b>Plan</b>	the plan attached to this Agreement showing, for purposes of identification only, the Land edged red, marked 'Drawing Number J156B-005 Revision J'
<b>Road</b>	the road described in the First Schedule of this Agreement and "Roads" shall mean more than one of them

**1.2** In this Agreement where the context so requires:-

- (a) words importing one gender shall be construed as importing any other genders;

- (b) words importing the singular shall be construed as importing the plural and vice versa;
- (c) words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa;
- (d) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;
- (e) references to clauses and schedules are references to clauses and schedules in this Agreement.

1.3 References to any statutory provision are to be construed as references to that statutory provision as amended supplemented re-enacted or replaced from time to time (whether before or after the date of this Agreement) and are to include any orders regulations instruments and other subordinated legislation made under or deriving validity from that statutory provision.

## **2. Statutory Provision**

This Agreement is made under section 38 of the Highways Act 1980 and section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other statutory powers enabling the parties and may be registered in accordance with the Local Land Charges Act 1975 in Part 4 (being the miscellaneous/residuary charges section) of the local land charges register.

## **3. Dedication and Adoption**

On the date of completion of this Agreement :-



3.1 The Developer shall give up and dedicate to the use of the public the area of the Road shown edged blue on the Plan **TO THE INTENT** that the land shall become highway maintainable at the public expense; and

3.2 the County Council shall undertake the maintenance of the Road which shall become for the purposes of the Act a highway maintainable at the public expense with immediate effect.

#### **4. No implied obligation on part of the County Council**

Nothing in this Agreement shall imply any obligation on the part of the County Council already to the Developer or to any person to ensure that the Road is properly constructed.

#### **5. County Council's Costs**

The Developer shall on completion of this Agreement pay to the County Council the County Council's reasonable legal costs in respect of the preparation and completion of this Agreement.

#### **6. Commuted Sum**

The Developer shall prior to completion of this Agreement deposit with the County Council a commuted sum of **FIVE THOUSAND SIX HUNDRED AND SEVENTEEN POUNDS (£5,617)** for the future maintenance of the verge areas and landscaping.

#### **7. English law**

This Agreement shall be governed by and construed in accordance with the law of England and Wales.



## FIRST SCHEDULE

### (the Road)

The Road is the road shown on :-

1. the Plan being comprised of :-
  - (i) the carriageway shown coloured light grey;
  - (ii) the footways, footpaths, cycleways, road islands, margins and vehicular crossings shown coloured dark grey;
  - (iii) the verge/service strips shown coloured green;
  - (iv) the gulleys and connections and highway drainage shown coloured blue;

### **AND**

2. the construction drawings numbered :-

(Drawing Number	Revision	Description)
J 156B-000	A	Site Wide Boundary Detail
J 156B-001	F	Pavement & Kerbing Materials
J 156B-002	E	Standard Details Page 1
J 156B-003	F	Signage & Markings
J 156B-004	C	Highway Drainage Layout
J 156B-006	A	Road Contours & Setting Out
J156B/008		Standard Details Page 2
J 156B/009		Bus Stop Details

or any subsequent revision thereof approved in writing by the Council's Engineer.

**IN WITNESS** whereof the parties have executed this Deed the day and year first before written

**THE COMMON SEAL of NORTHAMPTONSHIRE** )  
**COUNTY COUNCIL** was affixed in the )  
presence of:- )



Authorised Signatory  
(the officer appointed for this purpose)

EXECUTED as a Deed by  
**JME DEVELOPMENTS LIMITED**  
Acting by, **JAMES MOORE**, Director  
in the presence of:-

Witness Signature : *K. Pinnock*

Witness Name : *Kate Pinnock*

Witness Address : *9, Mill Estate, The Bridleway Rushden*  
*NN10 9LD*

Witness Occupation : *Administrator.*