

CGRS LTD

Minutes of Directors' Meeting - 20 June 2011

Present:- Mark Helm (chair), Mac Cochrane and Biddy Macfarlane

64 Corner Green

Mark said that he had spoken to Tessa Rufford and had reassured her that the directors were actively looking for a solution to the dispute. The Ruffords knew that the AGM was on 29 June. Mark had also spoken to Madeleine Adams.

The basis of the settlement was intended to be set out in heads of agreement, without prejudice, to cover

(a) agreement by the company to transfer to Nick Rufford (NR) the disputed strip at present within the company's title but claimed by NR

(b) agreement by NR to covenant to contribute to the maintenance of the roadway, etc.

© acknowledgment by NR of his need to control his workmen and to minimise disturbance and damage, and of the limited nature of his right of way

(d) legal formalities to ensure that the obligations on NR's part remain binding on his successors

(e) each side to pay its own legal costs but surveyors' fees to be shared equally

As regards (b), the geographical area in question should include the top car park and the top part of the lane to the lower garages, both used by no. 64 for turning.

Legal advice had been sought by the directors and it supports negotiations. NR had asked for figures for past expenditure. The road was last completely resurfaced in 1996 at a cost of £16,507 and there was a nominal contribution of £80 made by no. 60. The cost of pavement repairs in 1993 was £1,240. These figures would not be a reliable guide to future expenditure. Mac said that in recent years, "patch-ups" to the road and pavements, car park and lane had had to be done regularly and had cost about £6,800 since 2005.

The directors were concerned about future costs. Mac had obtained an estimate of the cost of complete resurfacing, which would be about £44,000 (including VAT) at present and would be likely to increase by 5-10% p.a. This did not include the cost of any work relating to drains or services, which would also be a shared liability. A fair proportion of all costs for no. 64 to pay would be 1/26 because there were 23 houses represented by the company and 3 bungalows. Since the major work had last been done in 1996 and should last for 20 years, it would be necessary to have built up an adequate reserve over the next 5 years.

There was some discussion as to the method of contribution to be sought from NR. Methods considered included (a) a fixed lump sum (b) an annual sum, linked to RPI (as is the case with no. 62), or (c) (as in the original deed) a fair and reasonable sum, not quantified at this stage but to be determined in the light of actual expenditure when incurred. These options would be put to the AGM and NR for consideration.

It was agreed that Bidy would prepare draft Heads of Agreement for Mark to put to NR (at present away) and the AGM. NR should be asked to confirm that he has taken legal advice of his own. The estimate for the company's legal advice was approved.

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