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15th November 2010

Dear Neighbours,

Completion of Road Repairs to upper section of road.

Further to my letter of February this year, and subsequent correspondence, I have completed the proposed works. Coupled with the repairs undertaken in 2007, and the alteration to the camber in 1997, I believe the road surface is now in a good condition along its entire length and due to the improved shedding of water from the main trafficked areas, should now remain in good condition for many years to come without further major repairs becoming necessary.

Historically, since my grandfather let the farm in 1937, he stipulated that the farming tenants of East Northdown were to bear the labour costs of routine maintenance, and the 'landlord', my grandfather, and latterly my father; were to pay the 'extraordinary' costs of materials etc. on behalf of the residential/ non farm properties using the lane. On this basis, since taking over the farm in 1986, I have continued to bear all the routine labour, and administration costs, and have only asked the residential properties to contribute a share of the materials and outside contractor's costs, on each occasion that more extensive works have become necessary. I have split these 'extra ordinary' costs broadly in proportion to the relative rateable values of each property on each occasion (1997, 2007 and now). I have done this, believing it to be a more pragmatic and fair approach than adhering to the strict formula set out in the various transfer documents of your properties by my father and I. The voluntary contributions requested being much less than the prescribed contributions allowed for in your deeds.

In addition to paying all the routine maintenance costs, I have also had to shoulder the shares of the extraordinary costs of those unwilling to contribute the voluntary amount requested, and I have of late had to meet the legal costs of defending challenges against my title to the road, the maintenance regime put in place by my father and of my rights and your express rights of access over the road.

On each occasion that 'extraordinary repairs' have been carried out I have tried to keep the costs down to a minimum for everyone's benefit. I trust that everyone recognises the benefit to all parties both of the repairs themselves and re-establishing the proper mechanism for future maintenance. Please find below a list of the different properties and the voluntary contributions requested from each one on this occasion.

Where all the voluntary contributions requested of the occupiers of each property are paid up to date in full, promptly at first request, then any legal liability to pay the owners of the road towards the maintenance, for the period in question, will have been discharged.

2007 - 2010 extraordinary costs and materials

Tarmac, 1 ½ x 20t loads, waiting time etc. £3,000

Hire of roller	£100
Contract labour	£240
JCB with driver 1 ½ days	<u>£400</u>
	£3,740

East Northdown Cottage #	13%	£485
East Northdown House \$	18%	£670
Mockett's Cottage \$	10%	£370
Lawn Cottage # *	18%	£670
Oast Cottage #	13%	£485
New Manor House#	18%	£670
Old warren barn #	<u>18%</u>	£670
	100%	

* Lawn cottage is in fact in band E, alongside East Northdown Cottage, and Oast Cottage, but has, in the past, paid the same contribution as the other band F properties, as it occupies a similar 'full depth' plot.

No outstanding liabilities for repair contributions prior to 2007

\$ Those who have hitherto withheld their voluntary contribution prior to 2007, are invited to pay a double contribution on this occasion to bring their contributions up to date.

Yours sincerely

William Friend