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AN AGREEMENT made the twelfth day of May
1945 One thousand Nine hundred and Sixtyeight BETWEEN GEORGE WILPEY
& CO LIMITED whose Registered Office is situate at 27 Hammersmith
Grove London W.6 (hereinafter called "the Owners") of the one part and
THE COUNCIL FOR THE URBAN DISTRICT OF BRENTWOOD in the County of Essex
(hereinafter called "the Council") of the other part

W H E R E A S:-

- (1) The Owners are developing for housing purposes land situate in the Urban District of Brentwood being the site of certain proposed roads shown on the plan annexed hereto and thereon coloured light grey and dark grey and known or intended to be known as Daffodil Avenue Mimosa Close Honeysuckle Close Tulip Close Poppy Close and Iris Close (hereinafter called "the said roads") and are desirous of making up the the said roads so that the same shall become highways repairable at the public expense and have agreed with the Council to carry out or cause to be carried out the works hereinafter mentioned (hereinafter called "the Works")
- (2) The Owners are also constructing foul and surface water sewers indicated by the blue and red lines on the said plan and are proposing to leave open spaces on the land indicated by the green colouring on the said plan so that the same may be taken over by the Council as public open spaces and sewers maintainable at the public expense
- (3) The Council are the local highway authority within the meaning of Section 40 of the Highways Act 1959 and by that Section of that Act are empowered to agree with any person to undertake the maintenance of roads which are to be constructed by that person within their district for public use and to agree that such roads shall become highways maintainable and repairable at the public expense
- (4) The Owners are desirous of dedicating the said roads so that the same may be used for the purpose of public highways and have requested the Council upon being satisfied that the Works have been executed and carried out in accordance with the plan sections and Specifications attached hereto and after the construction of not less than eighty per cent of the houses to be erected on land fronting on to the said roads has been completed to take over the said roads as highways repairable at the public expense which the Council have agreed to do for the consideration hereinafter mentioned
- (5) The Council have agreed subject to the carrying out of the Works and the maintenance thereof in a proper manner upon the terms and

conditions hereinafter appearing and subject also to the Owners securing to the Council in manner hereinafter appearing the cost of part of the Works and to the completion of the construction of eighty per cent of the houses to be erected on land fronting on to the said roads to do all acts and things necessary for the taking over and adoption of the said roads as highways repairable at the public expense.

N O W in pursuance of Section 40 of the Highways Act 1959 and of all other powers (if any) the Council thereunto enabling IT IS HEREBY AGREED AND DECLARED between the parties hereto as follows:-

1. THE OWNERS will at their own expense erect a suitable fence where indicated on the said plan between the points marked A-B-C-D proper sewer level pave metal flag channel and otherwise make good the said roads and provide means for lighting in accordance with the Specifications plan and sections attached hereto and to the satisfaction in all respects of the Engineer Surveyor and Planning Officer of the Council (hereinafter called "the Surveyor") and under the supervision of the officers appointed on the Council's behalf. the said roads coloured light grey and dark grey on the plan annexed hereto in the position indicated on such plan and will in the course of the Works cause all gas and water mains and electric light cables to be laid under the said roads and will also erect and arrange with the Eastern Electricity Board to equip 26 lamp columns as specified and ready for lighting all the Works to be fully maintained for a period of six months from the date of the provisional certificate of completion given by the Surveyor that the Works have been completed to his satisfaction (which certificate shall not be issued until the whole of the Works and the building of the houses hereinafter referred to have been completed) and at the end of such period of six months if the Surveyor shall be satisfied (a) that the Works have been duly and properly maintained and (b) eighty per cent of the houses referred to in Clause 3 of this Agreement have been completed by the Owners the Surveyor will issue his final certificate of the completion of the Works

2. IMMEDIATELY after the execution of this Agreement and before the construction of any houses on land fronting on the said road the Owners shall in accordance with this Agreement construct and complete the reinforced concrete carriageways of the said roads and all surface water drainage works and lay the necessary sewers drains and gullies required in respect of the said road and the buildings which will abut thereon securing in connection therewith the provision of the necessary

water and electricity supplies _____

3. THE Owners propose to erect houses on the land fronting on the said road in accordance with such layout and detail plans as may be approved by the Council in pursuance of its general powers in that behalf and in respect of that part of the said roads fronting on the plot or plots on which a building or buildings shall have been so erected shall complete the carriageway within six months and the footway and verge within one year from the completion of the erection of such building or buildings PROVIDED ALWAYS that notwithstanding anything hereinbefore contained the Owners shall complete the whole of the Works within four years from the date that the Council under the hand of their Clerk certify that arrangements have been made to the Council's reasonable satisfaction for the drainage and treatment of sewage of the said houses _____

4. THE Owners will during the progress of the Works respectively give to the Surveyor and the officers appointed by the Council as aforesaid free access to every part of the said roads and the adjoining building site for the purpose of inspecting the works as they proceed and all materials used or intended for use therein _____

5. IF the Owners shall fail to perform or observe any of the covenants or agreements on the part of the Owners contained herein or in the Specifications attached hereto or shall fail to complete the Works or any part thereof with all diligence in accordance with the foregoing provisions to the satisfaction of the Surveyor or if the Owners shall be adjudicated bankrupt or shall go into liquidation voluntary or otherwise (otherwise than for the purposes of reconstruction or amalgamation) or shall execute a Deed of Assignment for the benefit of creditors or otherwise compound with creditors the Council may by resolution passed at any meeting of the Council without previous notice to the Owners and without prejudice to any of their rights claims or remedies against the Owners for any such non-performance or non-observance and without prejudice to the rights and remedies of the Council under this and the next following Clauses determine this agreement by notice in writing signed by the Clerk of the Council and delivered to the Owners or sent by post to the address as stated in this Agreement whereupon the Council shall be at liberty to make up and complete the said roads or any part or parts thereof or to exercise the powers and duties contained in the Highways Act 1959 or any statutory modification or replacement thereof for the time being in force _____

6. THE Council's Clerk of Works shall be responsible for the detailed supervision of the Works on behalf of the Surveyor

7. THE Owners will at the end of the maintenance period specified in Clause 1 hereof forthwith give up and dedicate the said roads to the public to the intent that the said roads shall become public highways and subject (i) to the issue by the Surveyor of his final certificate of completion as hereinbefore provided and (ii) to the completion of the construction of the houses referred to in Clause 3 hereof the Council will as soon as it is possible conveniently for them so to do give such notice and do such acts and things as may be required for securing that the said roads or part of a road as aforesaid shall become highways repairable at the public expense and the same shall accordingly be and become such highways

8. (a) THE Owners shall at the same time as they carry out the Works level cultivate and seed the areas coloured green on the said plan to the reasonable satisfaction of the Surveyor and shall maintain the same until such time as the same are adopted by the Council as hereinafter provided

(b) THE Council shall subject to the Owners having complied with the provisions of the last preceding sub-clause hereof adopt the said areas coloured green as part of the roads maintainable at the public expense at the same time as the roads which the same abut are so adopted pursuant to Clause 7 hereof

9. UPON the completion of the construction of the sewers shown in red and blue lines on the said plan to the reasonable satisfaction of the Surveyor the Council will take all steps necessary on or after the date upon which the roads are adopted to vest the same in the Council as public sewers

10. WITHOUT prejudice to the right of the Council to exercise any of its rights and powers under any Public or Private Act or other statutory provision then enabling in the event of the non-observance or breach of any of the terms or conditions herein contained the Owners will immediately after the execution hereof supply the Council with a Bond in a form approved by the Council with the Westminster Bank Limited as Surety in the sum of FORTYEIGHT THOUSAND AND FIFTYEIGHT POUNDS (248,058) to secure the payment to the Council by the Owners of the cost of completing the Works and remedying any defects prior to the adoption of the said roads as highways repairable at the public expense

11. THE Owners hereby on behalf of themselves their successors in title

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or assigns undertake and agree with the Council that in the event of any claim for compensation or otherwise or charges arising in connection with or incidental to the carrying out of the Works and not hereby otherwise provided for they the Owners will hold the Council harmless and indemnified therefrom and against all claims charges costs demands and expenses arising in connection therewith


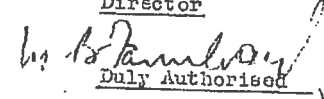
12. THE Owners hereby agree to pay the sum of FIVE POUNDS FIVE SHILLINGS in respect of the Council's costs for the preparation and completion of this Agreement in duplicate and the said Bond and to pay all stamp duties thereon

13. IN the event of any dispute as to the construction of this Agreement the same shall be referred to a Chartered Civil Engineer to be agreed between the parties or failing agreement to be appointed by the President for the time being of the Institution of Civil Engineers and in this respect these presents shall be construed as a submission to arbitration within the meaning of the Arbitration Act 1950 or any statutory modification or replacement thereof

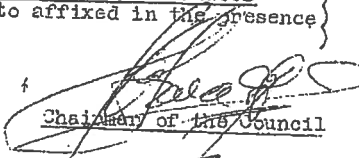

14. THIS Agreement is made pursuant to Section 13 of the Essex County Council Act 1952

I N W I T N E S S whereof the Owners and the Council have caused their respective Common Seals to be hereunto affixed the day and year first before written

THE COMMON SEAL of GEORGE WIMPEY & CO LIMITED was hereunto affixed in the presence of:-


Director

Duly Authorised

THE COMMON SEAL OF THE COUNCIL FOR THE URBAN DISTRICT OF ERETHWOOD was hereunto affixed in the presence of:-


Chairman of the Council

Clerk of the Council

