

**Agreement between xxxxxxxxxxxxxxxx Ltd as developers
and Welcomes and Uplands Road Association.**

THIS AGREEMENT made the _____ day of _____ **BETWEEN**
xxxxxxxxxx as Developers of of the one part and
COLIN BROWN of Willow Cottage 161 Welcomes Road Kenley Surrey, **Richard Russell** of 12 Zig Zag Road Kenley,
Surrey, being the Chairman, and Secretary respectively of the **WELCOMES AND UPLANDS ROAD ASSOCIATION**
("the Association") of the other part.

In the proposed development on the site at sub division of 10 Uplands Road, Kenley ("the site") the parties hereto agree to abide by the Conditions set out hereunder:

1. That in consideration of the inconvenience and nuisance caused to residents as well as general wear and tear to the roads during the building phase an amount of £2000 per house payable 50% on signing this agreement or no later than the date of entering the site to commence work and the balance to be paid immediately after the first house sale
2. That any exceptional damage beyond what can be considered normal wear and tear caused to the road surface during the course of demolition and construction be repaired at the developer's expense, to an agreed standard as soon as practicable after completion of all work including making good any trenching for the connection of utilities
3. That any damage caused to the verges or road entrance posts during the course of construction be made good as soon as practicable by the developer or their contractor at the developer's or contractor's expense
4. That during construction work, contractors' and delivery vehicles will be restricted to the Abbots Lane (or as agreed) end of Uplands Road. Notices will be erected by the developer or the contractor at the Hayes Lane and Valley Road ends of Welcomes Road, and the Abbots Lane entrance to Zig Zag Road directing all contractor related traffic to the Abbots Lane junction with Uplands Road.
5. That any mud or other debris deposited on the road due to construction work by the contractors be removed as soon as practicable. To assist with this it is recommended that hard standing is created on site for both vehicles and materials. *(It is particularly important that the road is kept clean during commuter travelling hours in the morning and evening when there are many pedestrians using the road);*
6. That work on the site be restricted to the hours of 8am to 6pm, Monday to Friday and 8am to 1pm Saturdays. No work to be carried out on Sundays. These hours are a Council requirement. No loud radios or music should be played at any time and should not cause a nuisance to neighbours;
7. That contractors' vehicles or their tradesmen's vehicles shall not be parked in Uplands Road at any time unless by special arrangement with the Association Committee- contact details as agreed by the parties ;
8. Building materials and skips must not be stored or located on the road; deliveries should be made to the site after 10.00 am and before 3pm to avoid interrupting traffic along Uplands Road at busy times;
9. That advertising in Uplands Road be restricted to within the boundaries of the site;
10. That all surface water be contained on site by means of adequate soakaway provision;
11. That the owner's liability to the private road charges be incorporated into the title deeds in a form to be agreed;
12. That the Association will not contest the contractors' rights of way over that section of Uplands Road from Abbots Lane to the boundary of the site;
13. The benefit and burden of this agreement may be assigned by the Developer to any purchaser or purchasers of the site or any part thereof within a period of five years from the date hereof **PROVIDED THAT** (if so required by the Association) the said purchaser or purchasers shall enter into an agreement directly with the Association in similar form to the terms hereof within thirty days of the said purchase.
13. A copy of this document will be given by the Developer to the building contractors or their other agents for their guidance.

SIGNED
For & on behalf of the **Developer**

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For and on behalf of the **Association**