

Agreement between xxxxxxxx as developer and the Welcomes and Uplands Road Association.

THIS AGREEMENT made the _____ day of _____ **BETWEEN**

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. Welcomes and Uplands Roads are private and maintained at the expense of the frontagers and managed by the Association by an elected Road Committee.

In respect of the proposed development which comprises the demolition of the existing house and construction of a xxxxxxxx with associated parking on the site located on land at XX Welcomes Road, Kenley CR8 5HA ("the site") the parties hereto agree to abide by the Conditions set out hereunder:

In terms of the current Road Association Tariff for developers and related HGV traffic and in recognition of the extra wear and tear to the roads caused by HGV traffic during construction an amount of £XX,000 (xxxx thousand pounds) payable to the Association, 50% of which is payable on signing this agreement or in any event prior to securing the site and to commence site clearance and ground work and the balance of 50% to be paid on the first completed sale.

1. That any exceptional damage beyond what can be considered normal wear and tear caused to the road surface, gate posts or verges 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.
2. In the event of HGV traffic using routes not authorised in this agreement, any damage caused to the verges of any adjoining roads or road entrance posts to Welcomes Road or other property during the course of construction be made good as soon as practicable by the developer or their contractor/agents at their expense and made good to the satisfaction of the frontagers concerned.
3. That during construction work, contractor and delivery vehicles will be restricted to using the Kenley Lane entrance to Welcomes Road to access the site. Notices will be erected by the developer or the contractor/agents at the Hayes Lane and Abbots Lane ends of Welcomes Road, as well as the Abbots Lane entrance to Zig Zag Road, which is also privately maintained, directing all contractor related traffic to the Valley Road/Kenley Lane entrance to Welcomes Road. (The signage and routing will vary depending on site location)
4. 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 necessary 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);*
5. 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 and only quiet work on Bank Holidays. No loud radios or music should be played at any time and should not cause nuisance or annoyance to neighbours;
6. That contractor or tradesmen vehicles shall not be parked in Uplands Road, Welcomes Road or Zig Zag Road at any time unless by special arrangement with the Association Committee or the Zig Zag and Leacroft Road Association- contact details to be exchanged by the parties; additional parking charges may be levied.
7. Building materials and skips must not be stored or located on Welcomes Road at any time. Deliveries should be made to the site after 10.00 am and before 3pm to avoid interrupting traffic along Welcomes Road at busy times; **These times must be adhered to without fail to allow free passage of commuter traffic, school runs and the needs of emergency vehicles taken into account at all times.**
8. That advertising in Welcomes Road be restricted to within the boundaries of the site and the contact details of the site manager including a relevant mobile phone number be posted on the gate to the site;
9. That all surface water be contained on site by means of adequate soakaway provision;
10. That in the event of a sale the owner's (and freeholders of the land) liability to the annual private road charge be incorporated into the title deeds in a form to be supplied by the Association;
11. That the Association will not contest the contractors' rights of way over that relative section of Welcomes Road from the Kenley Lane end to the boundaries of the site

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;

A copy of this document or relevant details will be given by the Developer to the building contractors employed or their agents for their information and guidance;

The signing of this agreement represents the assurance of the developers and their agents carry appropriate insurance including Public Liability cover

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