

**DATED 25 May 1979**

**GEOFFREY PERFECT HOLDINGS LIMITED  
(WITH ITS SURETY)**

**and**

**BUCKINGHAMSHIRE COUNTY COUNCIL**

**AGREEMENT  
(WITH BOND)**

**relating to the construction of estate roads and other works  
at Manor Farm Estate, Seer Green in the County of Buckinghamshire**

**THIS AGREEMENT** is made the twenty-fifth day of May One thousand nine hundred and seventy-nine **BETWEEN GEOFFREY PERFECT HOLDINGS LIMITED** whose registered office is at Church Road, Penn, High Wycombe (hereinafter called "the Owner") of the first part **NATIONAL WESTMINSTER BANK LIMITED** whose head office is at 41 Lothbury, London, EC2 (hereinafter called "the Surety") of the second part and **BUCKINGHAMSHIRE COUNTY COUNCIL** (hereinafter called "the Council") of the third part.

**WHEREAS:**

1. The Owner is seised in fee simple in possession of the land (hereinafter called "the land") situate in the Parish of Seer Green in the County of Buckinghamshire of which the plan (hereinafter called "the plan") attached hereto forms part.
2. For the purpose of developing the land the Owner is desirous of constructing on the land the road or roads and footpaths (hereinafter called "the roads") shown coloured pink on the plan together with surface water sewers footway and street lighting systems (if required) and other works (hereinafter collectively referred to as "the works") so that the roads shall become highways maintainable at the public expense.
3. The Owner has requested the Council upon the Council being satisfied that the works have been executed and carried out in accordance with the Council's Specification for advance preparation of Housing Sites Roads and Sewers and the deposited plans and sections approved by the County Engineer for the time being of the Council (hereinafter called "the Engineer") and maintained as hereinafter provided to adopt the roads as highways maintainable at the public expense which the Council has agreed to do for the consideration and subject to the terms hereinafter mentioned.

**NOW** in pursuance of section 40 of the Highways Act 1959 as amended by the Local Government Act 1972 and of all other powers (if any) then enabling **IT IS HEREBY AGREED AND DECLARED** by and between the parties hereto as follows:

1. The Owner shall on the execution of this Agreement pay to the Council the sum of **ONE HUNDRED AND FIFTY POUNDS** being the charge for the supervision of the works by the Council.
2. The Owner shall repay to the Council the cost of any testing required by the Engineer in his discretion of materials in connection with the works.
3. The Owner hereby covenants with the Council:
  - i. To sewer level pave flag channel kerb metal and otherwise properly make good the roads in accordance with the said Specification deposited plans and sections.
  - ii. Within one month of the date of this Agreement to supply to the Engineer such evidence as the Engineer might require that the Owner has previously given to the Area Telephone Manager of the Post Office in whose areas the works are situate:
    - a) notice in writing of the works
    - b) a site plan to a scale of not less than 1/2500 indicating the location of the works
    - c) a lay-out plan to a scale of not less than 1/500 indicating the works**PROVIDED ALWAYS** that the provisions of this sub-clause shall in no wise prejudice or affect the provisions of sub-clause 3(9) hereinafter contained nor prejudice or affect the Council's statutory powers as highway authority in relation of the installation or placing of equipment in on under or over any highway.
  - iii. If the same shall be required to provided both footway lighting systems and road lighting systems in accordance with the requirements of the appropriate authority for street lighting and to ensure that when such systems have been installed they are in proper working order.
  - iv. During the course of the works to cause all gas mains water service pipes electricity cables and Post Office cables apparatus or poles to be laid or erected both under or over the roads and to the boundaries thereof to points to be agreed with the Engineer before the final surfacing of the roads is carried out **AND** in particular but without prejudice to the generality of the foregoing to ensure that all street lighting columns are erected and all necessary connections are made thereto before the final surfacing of the footpaths is carried out.
  - v. To execute the works to the satisfaction in all respects of the Engineer and under the supervision of the officers appointed on the Council's behalf.
  - vi. To commence the works within three months of the date of this Agreement.

- vii. At its (his) own expense for a period (hereinafter called "the maintenance period") of not less than one year from the date on which the Engineer shall issue a provisional certificate under Clause 4 hereinafter contained:
    - a) to maintain the roads
    - b) to clean out all gullies and sweep and cleanse the roads when required so to do by the Engineer
    - c) to reinstate and make good any defect or damage that may arise from any cause whatsoever or be discovered during the maintenance periodall to the satisfaction in all respects of the Engineer.
  - viii. During the progress of the works to give to the Engineer and the officers appointed by the Council in aforesaid free access to every part of the roads and sites thereof for the purpose of inspecting the works as they proceed and all materials used or intended for use therein.
  - ix. Not at any time to give to the Post Office consent to the erection of telegraph poles without the previous consent in writing of the Council first being had and obtained.
  - x. To complete the works with all due diligence within a period of one year from the date of this Agreement and in default thereof the Council shall (after a notice in writing by its County Secretary and Solicitor or the Engineer to the Owner of its intention so to do) have the right to complete the works or any part thereof by its own employees or by contract or in such manner as it shall think fit and charge the expenses thereof against the Owner such expenses being a debt due to the Council and recoverable by the Council by action or otherwise.
4. When the Engineer is satisfied that the whole of the works have been properly completed the Engineer will issue a provisional certificate of completion of the works **PROVIDED THAT** immediately before the issue of the said provisional certificate the Owner shall at its own expense:
- i. Supply to the Engineer three copies of a plan (drawn to his satisfaction) to a scale of not less than 1/500 which plan shall clearly indicate in accordance with sub-clause (2) hereof the lay-out of the Estate as at the date of the said provisional certificate.
  - ii. The said plans shall indicate the following matters in the manner specified:
    - a) the carriageway shall be coloured yellow
    - b) the footpaths shall be coloured sepia
    - c) the areas of the grass verges which are to be adopted as highways maintainable at the public expense shall be coloured green
    - d) the roadway surface water drainage system shall be coloured blue
    - e) the position of the footway and road lighting columns (if any) shall be coloured red.
  - iii. Supply to the Engineer a certificate given by the appropriate street lighting authority stating at:
    - a) the necessary lighting systems have been provided to both the requirements and satisfaction of that said authority, and
    - b) responsibility for the future maintenance of the said lighting systems has been accepted by that said authority.
  - iv. For the avoidance of doubt it is hereby provided that the certificate required under sub-clause (3) above shall be either the original certificate issued by the said authority or a properly certified copy thereof.
5. From the date of the provisional certificate of the Engineer mentioned in Clause 4 above or the date upon which either or both of the footway or road lighting systems have been completed in accordance with the preceding clauses and are lit and are in use whichever is the earlier the appropriate authority for street lighting shall become responsible for the running costs of the lighted street lighting installation but without prejudice to the Owner's obligations to make good any defect or damage in accordance with the provisions of this Agreement.
6. **IT IS HEREBY** declared that:
- i. from the date of the provisional certificate mentioned in Clause 4 above the roads shall be and remain forever open to the use of the public for all purposes.
  - ii. when the period of maintenance mentioned in Clause 3(7) hereof shall have expired and all work of reinstatement and making good of all defects and damage has been completed to the satisfaction of the Engineer the Engineer shall issue a final certificate that the works have been executed and maintained as hereinbefore provided to his satisfaction **AND** upon the date of the said final certificate the roads shall become highways maintainable at the public expense.

7. The Owner of the itself (himself) of its (his) successors in title or assigns hereby undertakes agrees and covenants 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 and until such time as the roads shall become highways maintainable at the public expense it (he) will hold the Council harmless and indemnified therefrom and against all claims charges costs and expenses in connection therewith or arising thereout.
8. If the Owner shall fail to perform or observe any of the covenants conditions or agreements on the part of the Owner herein contained or shall fail duly and regularly to proceed with the execution and completion of the works to the satisfaction of the Engineer or if the Owner shall become bankrupt or shall go into liquidation voluntarily or otherwise or shall execute a deed of assignment for the benefit of creditors or otherwise compound with creditors the Council may either:
  - i. bring into operation the provisions of Clause 3(10) hereof by the service of the notice referred to therein as if no period of time for the completion of the works was set out therein or
  - ii. by resolution passed at any meeting of the Highways Sub-Committee of the Council without previous notice to the Owner and without prejudice to any of their rights claims or remedies against the Owner for any such non-observance on non-performance and without prejudice to the rights and remedies of the Council under any other of the clauses herein contained determine this Agreement by notice in writing signed by their County Secretary and Solicitor and delivered to the Owner or sent by post to the address as stated in this Agreement.
9. Nothing in this Agreement shall restrict or fetter the right of the Council upon either the termination of this Agreement under Clause 8 hereof or following the service of a notice under Clause 3(10) hereof to put into operation or to have the works or any part of them carried out under the Code of 1892 contained in the Highways Act 1959 or any Act or Acts replacing re-enacting or modifying the same.
10. i. The Owner and the Surety acknowledge themselves their successors in title and assigns jointly and severally bound by these presents unto the Council in the sum of **SIX THOUSAND THREE HUNDRED AND FIFTY POUNDS PROVIDED** THAT if the Owner shall duly perform and observe all the terms provisions covenants conditions and stipulations contained in this Agreement on the Owners part to be performed and observed according to the true purport intent and meaning thereof then this obligation shall cease but otherwise shall be and remain in full force and effect.
  - ii. The Surety shall not be discharged or released from this Bond or guarantee by any arrangement between the Owner and the Council or by any alteration in the Owner's obligation or by any forbearance whether as to payment performance time or otherwise whether made with or without the assent of the Surety.
11. Any notice to be served on the Council shall be delivered or posted to its County Secretary and Solicitor at County Hall, Aylesbury, Buckinghamshire, HP20 1UA and any notices to be served on either the Owner or the Surety may be delivered or posted to the address of each or either of them as the case may be as shown in this Agreement.
12. In this Agreement where the context so admits or requires where the expression "the Owner" comprises two or more persons than the covenants and undertakings expressed to be made by "the Owner" shall be deemed to be made by such persons jointly and severally and the whole of this Agreement shall be construed accordingly.

**IN WITNESS** whereof the Owner the Surety and the Council have caused their respective Common Seals to be hereunto affixed the day and year first before written.

**THE COMMON SEAL of GEOFFREY PERFECT HOLDINGS LIMITED** )  
 was hereunto affixed in the presence of: )

**THE COMMON SEAL of NATIONAL WESTMINSTER BANK PLC** )  
 was hereunto affixed in the presence of: )

**THE COMMON SEAL of BUCKINGHAMSHIRE COUNTY COUNCIL** )  
 was hereunto affixed in the presence of: )