

DATED 9th February 1966

REGENT SURFACES COMPANY LIMITED

- and -

The MAYOR ALDERMEN and BURGESSES

of the

BOROUGH of REIGATE

A G R E E M E N T

under Section 40 of the Highways Act, 1959 for the construction of Regent Crescent, Redhill in the County of Surrey

C.W. Brightwell,
Town Clerk,
Reigate.

H.W.66/62.

59.

Revised:
October, 1963



MEMORANDUM: Whereby it is agreed by and between the within-described parties that Clause 10 of the within-written Agreement shall be varied and construed as if the land therein referred to and coloured green had included the land uncoloured marked "Open Space - grassed area" (being the land enclosed by the proposed new road called Regent Crescent and the existing road called Linkfield Lane) shewn on the plan sewn within And in consideration thereof the within-described party of the first part declares that the said Open Space uncoloured on the said plan shall be cleared levelled and

9 erf to the satisfaction of the Surveyor for the time being of the corporation immediately prior to the issue of the final certificate of the Surveyor as provided for in Clause 9 of the within-written Agreement

DATED this 5th day of July One thousand nine hundred and sixty six

IN WITNESS whereof the within-described parties have hereunto caused their Common Seals to be hereunto affixed the day and year before written

The COMMON SEAL of REGENT SURFACES COMPANY LIMITED was hereunto affixed in the presence of:

J E Gleeson

Director

A Wherry

Secretary

The COMMON SEAL of The MAYOR ALDERMEN and BURGESSES of the BOROUGH of REIGATE was hereunto affixed in the presence of:

W D Oakley
Dep. Mayor

C Brightwell

Town Clerk



Seal no. 8223
J. King



AA

AN AGREEMENT made the twentieth day
of February One thousand nine hundred and sixty five
BETWEEN REGENT SURFACES COMPANY LIMITED whose registered
office is situate at 52 Canbury Passage Richmond Road Kingston-
upon-Thames (hereinafter called
"the Owner") of the one part and The MAYOR ALDERMEN and BURGESSES of
the BOROUGH of REIGATE in the County of Surrey (hereinafter called
"the Corporation") of the other part

WHEREAS :-

(1) The Owner is seised in fee simple in possession of land
situate in the Borough of Reigate and shown on the plan annexed hereto
verged pink (hereinafter called "the land") and intends to construct a
roadway across the land which said road is intended to be called or
known as Regent Crescent and is coloured green
on the said plan

(2) The Owner is desirous of making up Regent Crescent
so that it shall become a highway maintainable at public expense and
has agreed to carry out or cause to be carried out the works herein-
after mentioned

(3) The Owner has requested the Corporation upon being
satisfied that the said works have been executed and carried out to
Regent Crescent coloured green on the said plan
(hereinafter called "the said road") in accordance with the
specification attached hereto to take over the said road as a highway
maintainable at public expense which the Corporation has agreed to do
for the consideration hereinafter mentioned

(4) The Corporation has subject to the payment by the Owner
of the sum hereinafter mentioned and to the carrying out of the said
works and the maintenance thereof in a proper manner upon the terms
and conditions hereinafter appearing consented to do all acts and
things necessary for the taking over and adoption of the said road as
a highway maintainable at public expense

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

1. The Owner shall on the execution of this Agreement pay to the Corporation the sum of Ten Guineas towards the cost of preparation of this Agreement _____

9 2. The Owner will at its own expense properly sewer level pave flag channel and otherwise make good and provide means for lighting in accordance with the said specification and to the satisfaction in all respects of the Surveyor for the time being of the Corporation (hereinafter referred to as "the Surveyor") and under the supervision of the officers appointed on the Corporation's behalf the said road coloured green on the said plan in the positions indicated on such plan and will in the course of such works cause all gas and water mains and electric light cables to be laid under the said road and will also erect and arrange with the South Eastern Electricity Board to equip three lamp columns as specified and ready for lighting all such works to be fully maintained for a period of one year from the date of the provisional certificate of completion given by the Surveyor that the works have been completed to his satisfaction and at the end of such period of one year if the Surveyor shall be satisfied that such works have been duly and properly maintained the Surveyor will issue his final certificate of the completion of the works _____

3. The Owner shall before any premises are occupied arrange with the South Eastern Electricity Board for the said road leading to such premises to be provided with lamp columns ready for lighting in accordance with the approved plans _____

4. The Corporation agrees to pay the cost of electric current for lighting the said road such lighting to be commenced at the discretion of the Surveyor _____

5. The Owner will during the progress of the said works respectively give to the Surveyor and other officers of the Corporation free access to every part of the said road and the site thereof for the purpose of inspecting the said works as they proceed and all materials used or intended for use therein _____

6. The Owner shall not at any time give consent to Her Majesty's Postmaster-General to the erection of telegraph poles without the previous consent in writing of the Corporation first had and obtained _____

7. If the Owner shall fail to perform and observe any of the covenants or agreements on the part of the Owner contained herein

or in the specification attached hereto or shall fail duly and regularly to proceed with the works to the satisfaction of the Surveyor or if the Owner shall be adjudicated 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 Corporation may without previous notice to the Owner and without prejudice to any of their rights claims or remedies against the Owner for any such non-performance or non-observance and without prejudice to the rights and remedies of the Corporation under the next following clauses determine this Agreement by notice in writing signed by the Town Clerk and delivered to the Owner or sent by post to the address as stated in this Agreement _____

8. The Owner shall complete the said road with all diligence and within a period of two years from the date hereof (or such extended period as the Corporation shall agree in writing) and in default thereof the Corporation shall (after notice in writing by the Town Clerk to the Owner of the intention of the Corporation so to do) have the right to complete such works or any part thereof and charge the expenses thereof against the Owner _____

9. The said road when made or completed to the satisfaction of the Surveyor shall be and remain for ever open to the use of the public and when the period of maintenance mentioned in Clause 2 hereof shall have expired and the Surveyor has issued his final certificate that the said works have been executed to his satisfaction then (all of such conditions having been complied with but not before) the Corporation will give such notices and do such acts and things as may be required for securing that the said road shall become a highway maintainable at public expense and the same shall accordingly become and be such highway _____

~~10. It is hereby further agreed by and between the parties hereto that simultaneous with and in consideration of the acts and things required to be done in accordance with the preceding clauses the Owner will immediately before the said roads become maintainable at public expense transfer the fee simple in the lands coloured green on the said plan to the Corporation free of any cost whatsoever~~

10.11. The Owner hereby on its own behalf its successors in title or assigns undertakes and agrees with the Corporation 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 said works aforesaid and not hereby otherwise provided for will hold the Corporation harmless and indemnified therefrom and against all claims charges costs and expenses in connection therewith or arising thereout _____

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11.12. The Corporation shall be entitled to cancel the Agreement and to recover from the Owner the amount of any loss resulting from such cancellation if the Owner shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Agreement or any other Agreement with the Corporation or for showing or forbearing to show favour or disfavour to any person in relation to the Agreement or any other Agreement with the Corporation or if the like acts shall have been done by any person employed by the Owner or acting on behalf of the Owner (whether with or without the knowledge of the Owner) or if in relation to any agreement with the Corporation the Owner or any person employed by the Owner or acting on behalf of the Owner shall have committed any offence under the Prevention of Corruption Acts 1899 to 1916 or shall have given any fee or reward the receipt of which is an offence under sub-section (2) of Section 123 of the Local Government Act 1933

12.13. The Owner shall pay the stamp duty demanded by the Commissioners of Inland Revenue on this and any duplicate of the Agreement

13.14. The Owner hereby further agrees to enter into a bond or bonds with British General Insurance Co. Ltd. whose registered office is situate at 24 Cornhill London E.C.3.

in the joint names of the Owner and the Corporation in respect of the making up and maintenance of the said road in the sums set out in the Schedule hereto the bond in respect of the said road to be entered into immediately upon the execution of this Agreement as a guarantee for the due performance of the terms of this Agreement such bond or bonds in respect of the said road to be terminated as and when the Surveyor issues his final certificate that the works have been duly completed and maintained in accordance with the provisions of Clause 2 hereof

IN WITNESS whereof the Owner and the Corporation have caused their respective Common Seals to be hereunto affixed the day and year first above written

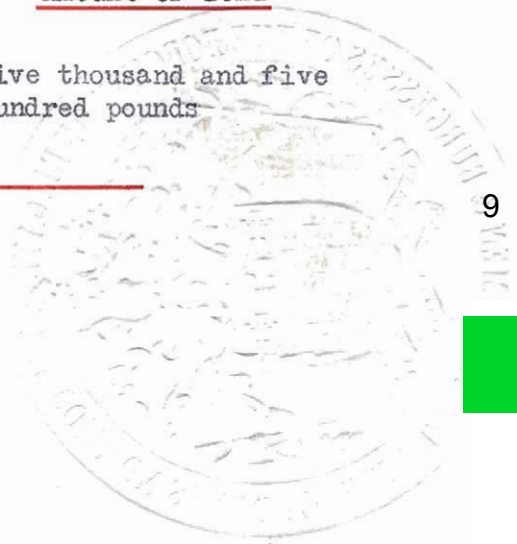
THE SCHEDULE above referred to

Particulars of Bond

Amount of Bond

Construction of roadway and footpaths
to be known as Regent Crescent,
Redhill

Five thousand and five
hundred pounds



9

The COMMON SEAL of REGENT SURFACES
COMPANY LIMITED }
was hereunto affixed in the presence }
of:

F. E. Gleason

Director

[Signature]

Secretary



{ The COMMON SEAL of the MAYOR ALDERMEN
{ and BURGESSES of the BOROUGH of
{ REIGATE was hereunto affixed in the
{ presence of:

9



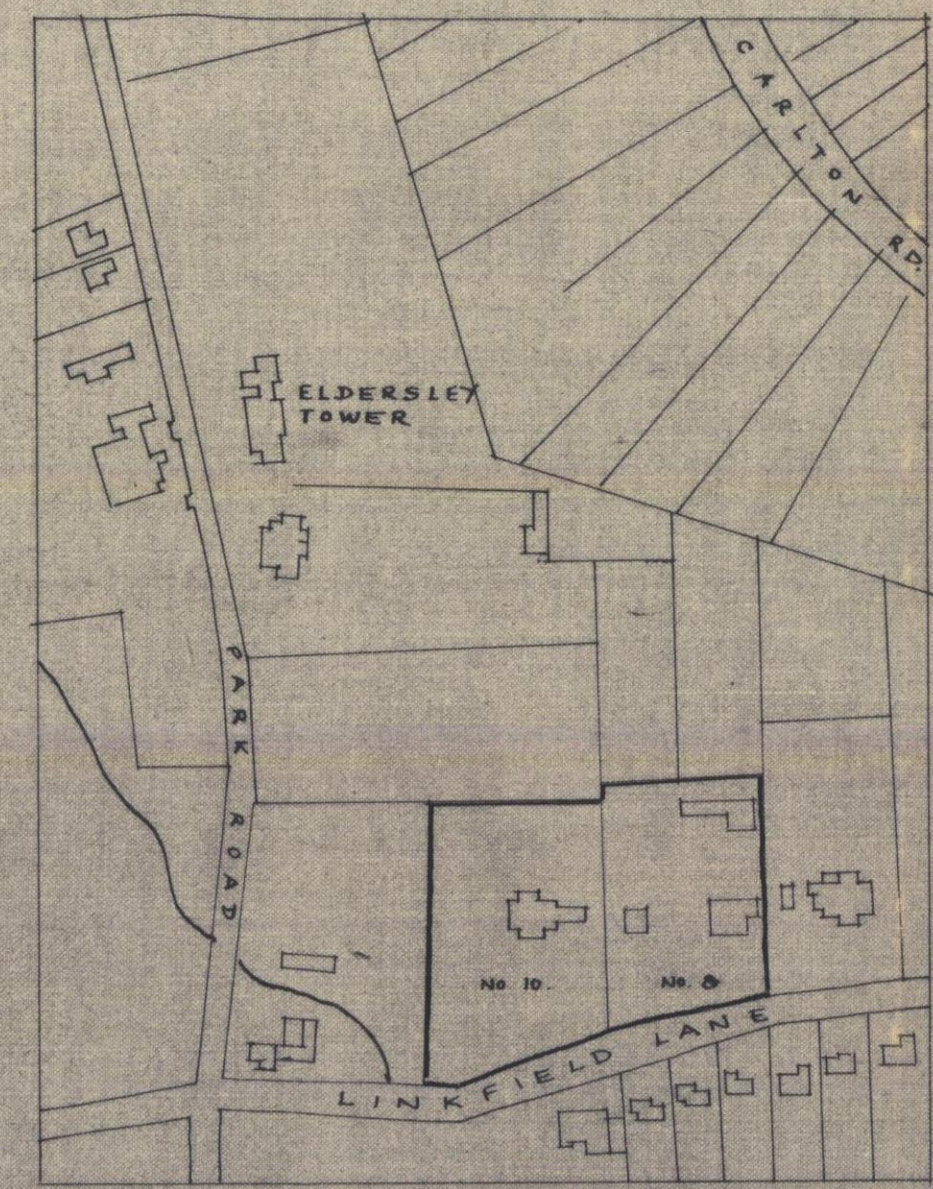
M.D. Oakley
Mayor

[Handwritten signature]

Town Clerk

Seal no. 2045
J. King





LOCATION PLAN
1:2500

ALL ROAD WORKS, PATHS, VERGES etc. AND ALL DRAINAGE TO CONFORM TO L.A. SPECIFICATION & TO BE TO THE BOROUGH SURVEYORS APPROVAL.

MANHOLES WITH PREFIX 'F' DENOTES FOUL DRAINS.
'R' RAIN WATER DRAINS

FIGURES AGAINST MANHOLE INDICATE INVERT LEVELS

ALL DRAINS UNDER ROADS & FOOTPATHS TO BE CASED IN 6" CONCRETE

LANDSCAPING TO BE AGREED WITH L.A.

EXISTING TREES TO BE RETAINED AS FAR AS PRACTICABLE

ALL DRAINS TO BE CASED IN CONCRETE WHERE 3" OR LESS COVER IN OPEN SPACES.

MANHOLE COVERS TO SURFACE WATER SEWERS TO BE HEAVY DUTY WHERE ADOPTED BY LOCAL AUTHORITY.

LAMP POSTS TO BE OF A PATTERN APPROVED BY LOCAL AUTHORITY.

TREES SHOWN DOTTED TO BE CUT DOWN 2" ROOTS GRUBBED UP.

The Common Seal of REGENT SURFACES COMPANY LIMITED
was hereunto affixed in the presence of:-
F. E. Gleason Director
W. J. W. F.M.S. Secretary

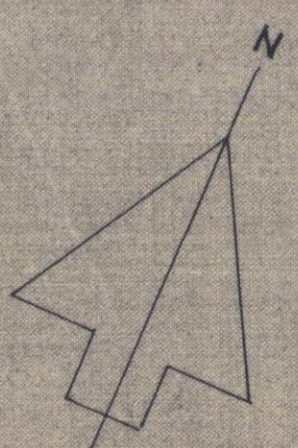
- E. 1. 9. 65 Footpath & verge altered. R.H.S. approach.
- D. 19. 8. 65 Tree landscaping amended.
- C. 16. 8. 65 Trees dotted to be removed. planting. etc.
- B. 8-7-65 Road width amended. Drains amended. Notes added.
- A. 2-7-65 drains added.

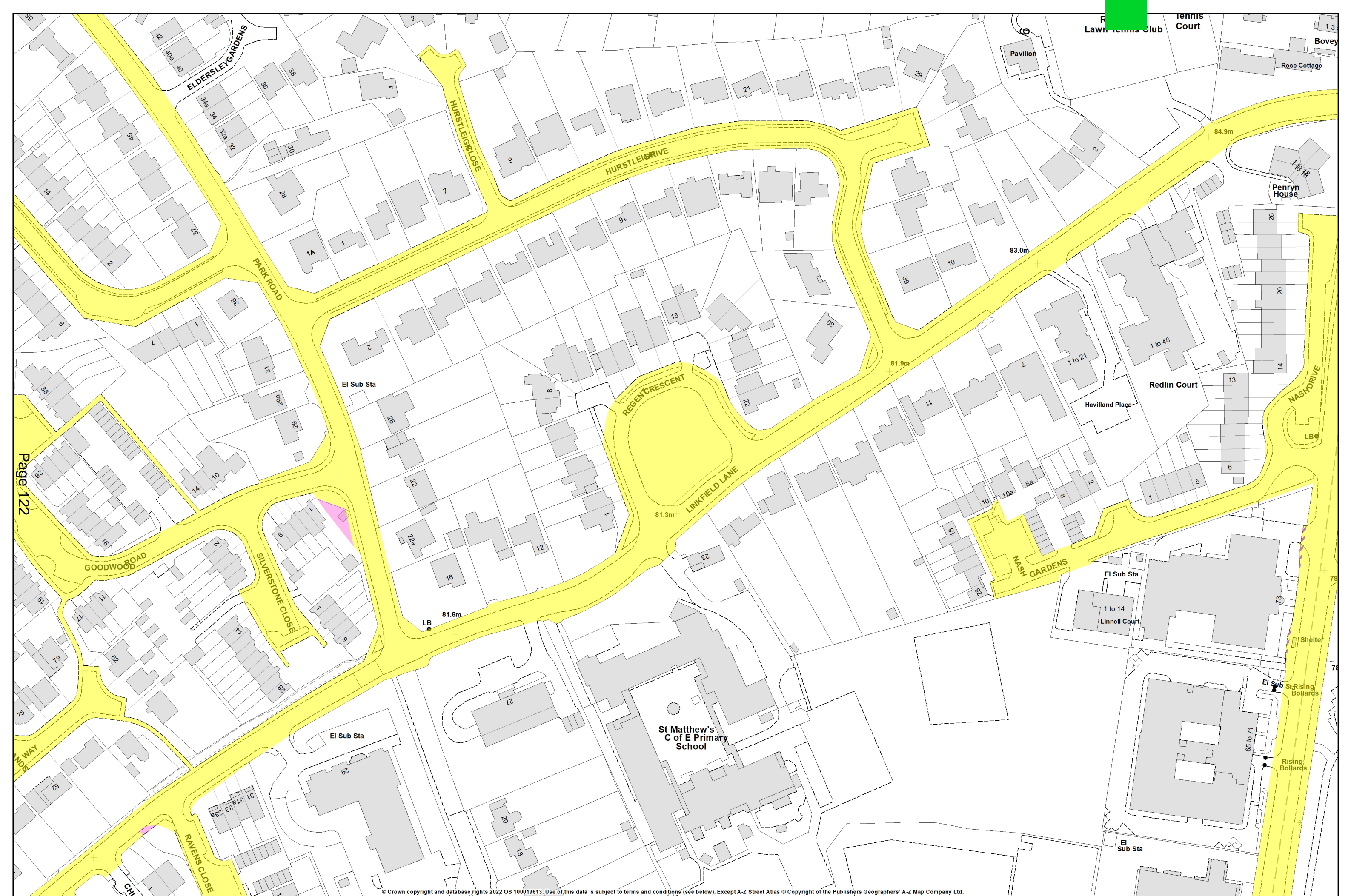
REVISION	DATE	DETAILS OF AMENDMENT	BY
REGENT SURFACES LTD. HAREDON HSE LONDON ROAD, NORTH CHEAM, SURREY.			
PROPOSED DEVELOPMENT - NOS. 8-10 LINKFIELD LANE, REDHILL, SURREY SITE PLAN AND LOCATION PLAN.			
ARCHITECTS' DEPARTMENT		SCALES 1" = 16' 0" & 1:2500	
DRAWN	F.W.	DRAWING No.	
CHECKED		A-85.5	
DATE	June 65		



LAND TO BE CEDED TO LOCAL AUTHORITY UNDER SECTION 30

Areas in front of houses to be grassed.





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Extent of the Publicly Maintaiable Highway

