

6th March

1987

MAXIM HOMES LIMITED

and

THE COUNCIL OF THE BOROUGH
OF THAMESDOWN

AGREEMENT

for provision of casual
parking areas at
Marlborough Road
Swindon Wilts

WE HEREBY CERTIFY THAT THIS IS A TRUE
AND CORRECT COPY OF THE
DATED THIRTY 25th
L T
F Nov 10 '57
~~WAGON~~
COLLECTING
BIRMINGHAM DE 641

THIS AGREEMENT is made the

Smith

day of

March

One thousand nine hundred and eighty seven

BETWEEN MAXIM HOMES LIMITED whose registered office is situate at Delta 703/704 Delta Business Park Great Western Way Swindon Wiltshire (hereinafter called "the Company") of the one part and THE COUNCIL OF THE BOROUGH OF THAMESDOWN of Civic Offices Swindon in the County of Wiltshire (hereinafter called "the Council") of the other part

WHEREAS the Company is developing an area of land at Marlborough Road Swindon in the County of Wiltshire by the erection of dwellings thereon in connection with such development have made provision for areas for car parking

AND WHEREAS the Company has requested the Council to accept responsibility for such car parking areas the positions whereof are indicated and coloured pink on the plan annexed hereto (hereinafter called "the parking areas") which the Council have agreed to accept in the manner and upon the conditions herein contained

NOW IT IS HEREBY AGREED as follows:-

1(a) THE Company will in course of carrying out its development properly construct and surface the parking areas in accordance with plans and specifications approved by and to the satisfaction in all respects of the Council

(b) UPON completion of the construction and surfacing of the parking areas to the satisfaction of the Council the Council will issue a Certificate of completion and the Company shall maintain the parking areas in good repair and condition for a period of twelve months from the date of such Certificate and shall also pay to the Council on demand the costs of the Council in making any necessary orders governing the use of the parking areas including the cost of any advertisements and any car parking signs erected in connection therewith

2. UPON completion of the period of twelve months from the date of the said Certificate and providing that maintenance of the parking areas by the Company has been carried out to the satisfaction of the Council then the Council will forthwith accept responsibility for the future maintenance of the parking areas and the Company will transfer the same to the Council for an estate in fee simple on the terms and conditions hereinafter contained

3. THE Transfer of the parking areas to the Council shall be upon the following terms and conditions:

- (a) The Title to the parking areas is registered at H.M. Land Registry with Absolute Title under Title No. WT55280
- (b) The parking areas will be transferred subject to
 - (i) The rights exceptions reservations covenants (whether restrictive or otherwise) conditions and agreements mentioned or referred to in the Office Copy Entries of the title number hereinbefore referred to (other than any mortgage of the Vendors estate or interest revealed thereon)
 - (ii) All overriding interest (if any) within the meaning of Section 70 of the Land Registration Act 1925 without obligation on the company to define them
- (c) The Transfer shall be completed within six weeks of the expiration period of twelve months from the date of the Certificate referred to in Clause 2 hereof
- (d) The Transfer shall otherwise be subject to the Law Society's Conditions of Sale (1984 Revision) so far as the same are not varied by or inconsistent herewith

AS WITNESS the hands of

its

on behalf of the Company and of Stephen

Barrie Edwards its Borough Solicitor on behalf of the Council the day

and year first before written

SIGNED by the said)

STEPHEN BARRIE EDWARDS)

in the presence of:-)

Stephen B. Edwards

J. Willers

Committee Clerk

Civic Offices

Exeter

