



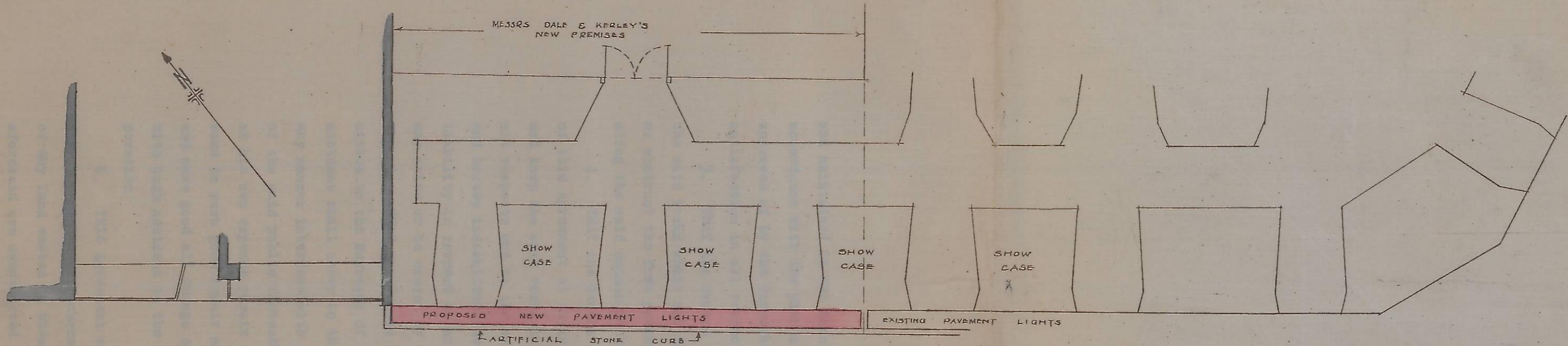
216
John Clerk
...

U.S. 123

A N A G R E E M E N T made and entered into this
Nineteenth day of *August* One thousand
nine hundred and thirty-two **B E T W E E N** THE MAYOR
ALDERMEN AND BURGESSES OF THE COUNTY BOROUGH OF
EASTBOURNE in the County of Sussex hereinafter called
"the Corporation" of the one part and DALE AND KERLEY
LIMITED a Company incorporated under the Companies Acts
whose Registered Office is situate at Number 3 Terminus
Road Eastbourne aforesaid of the other part **WHEREBY**
the Corporation in consideration of the agreements and
provisoes hereinafter contained on the part of the
said Dale and Kerley Limited their successors and
assigns (all and every of whom are hereinafter
designated by the term "Owners") to be observed and
performed hereby agree with the Owners in manner
following that is to say:-

1. THAT it shall and may be lawful for the Owners
at their own costs and charges in all respects to
construct and maintain at or in connection with the
premises shown on the plan attached hereto and known
as Numbers 7, 9 and 11 Terminus Road Eastbourne
aforesaid Haywards special fixed pavement lights with
non-flake lens of eighteen inches only from the outer
face of the front main wall of the said premises and
to be constructed along ~~with~~ the whole frontage thereof
(hereinafter called "the said Works") a plan whereof
is attached hereto.

2. THAT the said Works shall so far as the same
relate to the portion thereof proposed to be constructed
upon or over or under the public footpath be constructed



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and maintained in the manner and position and in accordance with the plan signed by the Owners and approved of by the Corporation and to their entire satisfaction in all respects.

3. THAT the Owners in constructing and maintaining the said Works shall not in any manner interfere with or obstruct the free passage of the Traffic over and along the said public footpath.

4. THAT the Owners shall during the continuance of this Agreement at their own costs and charges maintain and keep the said works in good repair and condition in all respects and to the satisfaction of the Corporation and hereby indemnifies the Corporation from all liability in respect of any injury whatsoever which may arise or be caused by the said Works.

5. THAT the Owners shall and will forthwith give notice to the Surveyor of the Corporation in case any accident shall occur to the said Works which shall in any manner interfere with or obstruct the free passage of the said public footpath and shall without delay at his own expense repair such Works and reinstate the same in such good repair and condition as aforesaid and make good all damage caused by or in connection with such accident to the satisfaction of the Corporation.

6. THIS Agreement shall not in any way derogate from the rights and powers of the Corporation in respect of any land vested in them upon or over which the Works aforesaid are constructed or in respect of projections or encroachments upon or over or interference with streets or otherwise howsoever but such rights and

powers shall notwithstanding this Agreement remain in full force and the parties hereto hereby agree that this Agreement shall bind all persons owners for the time being of the premises aforesaid and that the benefit and obligation thereof shall run with the ownership of such premises so long as such Agreement shall continue.

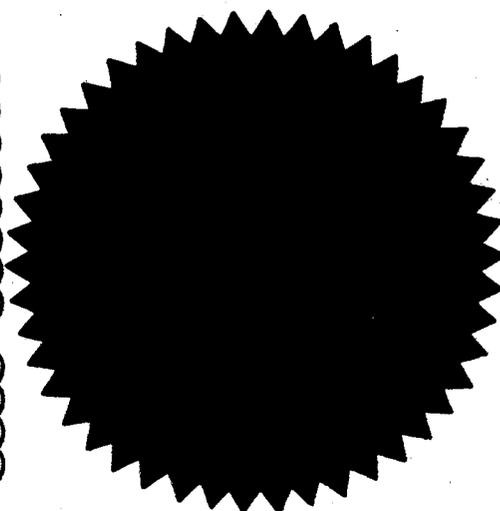
7. PROVIDED ALWAYS and it is hereby declared and agreed by and between the said parties hereto that in case either the Owners or the Corporation shall at any time hereafter be desirous of determining this Agreement and shall give to the other of them twelve calendar months previous notice in writing of such desire to determine the same (such notice if given to the Corporation to be left at the Office of the Town Clerk and if given by the Corporation to be given under the hand of the Town Clerk) the Owners shall immediately upon the expiration of such notice remove such Works and reinstate and make good the said public footpath and the Works thereof and in case of neglect or refusal to remove the said Works it shall be lawful for the Corporation so to do and all costs and expenses to be incurred by the Corporation in or about such removal reinstatement and making good shall be paid by the Owners and in case of default in payment upon demand the same shall be recoverable by Action at Law and the use and enjoyment for any period however long of the said Works shall not grant to or confer upon the Owners or their tenants any claim right or title to an easement but the said Works shall at all

times hereafter be considered to be placed as on sufferance only.

8. THE said Owners shall so long as the said Works shall be permitted to remain as aforesaid pay to the Corporation the sum of Fifteen shillings per annum in advance as an acknowledgment that the said Works are on sufferance only as aforesaid.

AS WITNESS the Corporate Seal of the said Mayor Aldermen and Burgesses of the County Borough of Eastbourne and of the said Dale and Kerley Limited.

THE COMMON SEAL of the Mayor
Aldermen and Burgesses of the
County Borough of Eastbourne
was hereunto affixed (by
order of the Council) the
12th day of August 1932
in the presence of



R. R. R. R. R. Deputy
Mayor.

J. J. J. J. J.
Town Clerk.

EASTBOURNE CORPORATION

and

DALE AND KERLEY LIMITED.

AGREEMENT

for

the construction and maintenance
of pavement lights in front of
Numbers 7, 9 and 11 Terminus
Road, Eastbourne.

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PRINCIPAL
DEEDS

12/1864