



SAMPLE DEVELOPER AGREEMENT

THIS AGREEMENT made the ____ day of _____, 202x_

BETWEEN

[Insert directors/developer names here / address](#) ("Developer"), of the one part

AND

The Sandhill Lane Residents Association ("Association" or "SLRA"), of the other part, represented by:

Committee Chair [NAME OF COMMITTEE CHAIR](#) of [Full Address Here](#)

and

Development Officer [NAME OF ANOTHER COMMITTEE MEMBER](#) of [Full Address Here](#)

Sandhill Lane is a private and unadopted road maintained at the expense of the frontagers and managed on behalf of the residents by an elected Committee of the Association acting as the appointed Street Authority and Road Managers.

In respect of the proposed development (the "Site"), which comprises the following:

[Description of proposed development here](#)

The parties to this Agreement agree to abide by the conditions set out hereunder:

1. That in consideration of the extra wear and tear to Sandhill Lane from all types of construction related traffic generated in the course of the intended Site development, a fee of [£XX,000](#) ([xxxx](#) thousand pounds) will be paid to the Association, 50% payable within 14 calendar days of signing this agreement and in any event prior to commencement of site clearance and ground work, with the balance outstanding to be paid [set agreed timescale here](#). If 100% of the total levy payable is paid within 14 days of signing this Agreement, a 10% discount on the full amount payable will be applied.
2. That any exceptional damage beyond what can be considered normal wear and tear caused to the road surface, verges or drainage ditches during the course of the development be repaired at the Developer's expense, to an agreed standard, as soon as practicable. This is in addition to fees payable under Clause 1 above.
3. That no vehicles will be parked on Sandhill Lane at any time unless approved in advance, as a temporary exception, by the Association's Committee.
4. That any HGV vehicle movements in or out of the Lane that have the potential to impede the normal flow of vehicular traffic will:
 - a. Be restricted to take place between 9.30am and 3pm so as not to cause inconvenience at normal commuting or school run times.
 - b. Be notified in advance to the Association's Committee so that Residents are aware and can plan around such activities.
5. That the driver of any stationary vehicle impeding traffic flow remain within sight of the vehicle at all times so that it can be moved immediately to allow Emergency Services vehicles to pass, and within 10 minutes of a request to allow any other traffic to pass.

6. That any mud or other debris deposited on the road due to construction work be removed as soon as practicable. To assist with this it is agreed that hard standing is to be created on the 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 more pedestrians using the road and/or children and parents walking to school)
7. In line with Local Authority regulations work on the Site is 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 interior work on Bank Holidays, unless prior approval has been given by the Association.
8. No loud radios or music should be played at any time and should not cause nuisance or annoyance to neighbours. Any request from another resident for radios / music to be turned down or off will be acted upon immediately.
9. No swearing or abusive language will be tolerated on the Site due to the risk of offending or upsetting neighbours, small children and other passers-by.
10. Building materials and skips will not be stored or located on Sandhill Lane (road surface, verges or ditches) at any time.
11. Drainage ditches must be kept clear at all times to allow the continuous flow of surface water.
12. That the site will be secured and managed appropriately so as not to put at risk the safety of any residents or other users of Sandhill Lane and that the contact details of the Site manager including a relevant mobile phone number be posted at the Site entrance in case of emergency. The SLRA will also publish these details on its website for our Members.
13. That all surface water be contained on site by means of adequate drainage provision and no surface water from the Site will be allowed to escape onto the Lane surface.
14. That in the event of a sale of the Site the new owner's liability for payment of the annual private road charge be incorporated into the title deeds in a form to be supplied by the Association.
15. That the Association will not contest the Developer's or their contractors' use of the relevant section of Sandhill Lane required for access to the Site in cases where no legal private Right of Way already exists.
16. The benefit and burden of this agreement may be assigned by the Developer to any purchaser(s) of the Site or any part thereof PROVIDED THAT (if so required by the SLRA) the said purchaser(s) enters into a new Developer Agreement directly with the Association in similar form to the terms hereof within thirty days of the said purchase.
17. A copy of this document or relevant details will be given by the Developer to any Site workers, whether directly employed or contracted, or their agents, for their information and guidance.
18. The Developer is responsible for the behaviour of any person, whether directly employed by them or not, carrying out work on the Site, and will ensure that such persons are aware of and adhere to the undertakings agreed to in this Agreement.
19. The signing of this Agreement represents an assurance that the Developer and/or their agents and sub-contractors carry appropriate insurance including Public Liability cover.
20. [Any additional agreements may be recorded here](#)

SIGNED

For and on behalf of the Developer

[Developer signature here](#)

[Developer name](#)

[Date](#)

For and on behalf of the Sandhill Lane Residents Association

[Committee Member 1 signature here](#)

[Committee Member name](#)

[Date](#)

[Committee Member 2 signature here](#)

[Committee Member name](#)

[Date](#)