

130.
DATED

1957

THE EAST SUSSEX COUNTY COUNCIL

--and--

THE SUSSEX ARCHAEOLOGICAL TRUST

Counterpart
AGREEMENT

relating to the preservation of
Oldland Hill, Keymer, Sussex.

D.C.



Stewart & Co. v. R. P. B. S. Co. 37
DS 107-6-1917
S A G R E E M E N T is made the *Sixteenth* day of

July — One thousand nine hundred and fifty-seven BETWEEN
THE COUNTY COUNCIL FOR THE ADMINISTRATIVE COUNTY OF EAST SUSSEX
(hereinafter called "the County Council") of the one part and
THE SUSSEX ARCHAEOLOGICAL TRUST an Association not for profit
incorporated under the Companies Acts the Registered Office of
which is at Barbican House Lewes in the County of Sussex (hereinafter
called "the Trust") of the other part

W H E R E A S :-

- (a) The Trust is the owner in fee simple of the ancient post
windmill known as Oldland Mill situate at the junction of the lane
leading from Ockley to Ditchling and the lane leading from Burgess
Hill to Ditchling in the Parish of Keymer in the said County of
Sussex (hereinafter called "the Windmill") together with land
appurtenant thereto
- (b) For the purposes of the Ancient Monuments Acts 1913 and 1931
the Windmill appears to be an ancient monument and at the request
of the Trust and in accordance with the provisions of the said Acts
the County Council have agreed to contribute towards the cost of
preserving maintaining and managing the same in manner hereinafter
appearing

N O W T H E R E F O R E T H I S D E E D W I T N E S S E T H as follows :-

1. THE Trust shall with all convenient speed put the Windmill into
a reasonable state of repair to the satisfaction of the County
Council's County Architect for the time being and shall during the
continuance in force of this agreement maintain and preserve it in
as good and weatherproof a condition as the same shall then be in
2. THE Trust shall during the continuance in force of this
Agreement permit or arrange for the said County Architect to enter
upon the land appurtenant to the Windmill and the Windmill itself
for the purposes of inspecting the condition and state thereof
upon reasonable notice being given for such purpose
3. ALL works of maintenance preservation and management of the
Windmill to be carried out under this Agreement shall be effected
to the standard to be agreed between the County Council and the
Trust and shall be supervised by the Architect or Surveyor of the
Trust who shall at all material times consult with the said County
Architect
4. ON condition that the sum next hereinafter mentioned is used
by the Trust solely for or towards the cost of maintaining

preserving and managing the Windmill the County Council shall pay to the Trust the yearly sum of Twenty -five pounds while this Agreement remains in force the first such sum to be paid on the date hereof and subsequent payments on the anniversary of that date _____

5. THE Trust shall keep accounts of all monies expended by them in carrying out works on the Windmill and two copies certified to be correct shall be forwarded each year to the County Council _____

6. THE Trust shall not without the prior consent in writing of the County Council demolish alter or extend the Windmill nor carry out thereon or therein any works (other than those of immediate necessity) except as provided for in this Agreement. _____

7. THIS Agreement shall remain in force for the period of Seven years (subject as hereinafter provided) and thereafter may be terminated by either party giving to the other Six months prior notice in writing for the purpose under the hand of their Clerk or Secretary as the case may be such notice being without prejudice to the enforcement of any rights or claims accrued before its expiry Provided always that this agreement shall be terminated forthwith upon breach of any of its provisions or in the event of the destruction of the windmill by fire or by storm or tempest or by any other cause beyond the control of the Trust. _____

8. ANY dispute between the parties hereto as to the provisions of this Agreement shall be referred to the Minister of Housing and Local Government for his decision which shall be final as between the parties _____

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed the day and year first before written _____



(THE COMMON SEAL of the COUNTY
COUNCIL of EAST SUSSEX was
hereunto affixed in the
presence of :-

Gage
Chairman of the County Council
and of

Edwards
Clerk of the County Council