

28th April 1959.

BY AGREEMENT of this date made between the said H.C. JANES LIMITED (who was thereafter called "the Company") of the one part and THE MAYOR ALDERMEN AND BURGESSES OF THE BOROUGH OF AYLESBURY acting by the Council of the said Borough (thereinafter called "the Council") of the other part

RECITING:

- (1) Seisin of the Company of Bedgrove Farm Aylesbury in the County of Buckingham (thereinafter called "the Estate") as shown on the plan annexed to abstracting presents and thereon coloured pink
- (2) The Company proposed to erect houses on the Estate and to undertake ancillary development in accordance with the plans approved by the local planning authority
- (3) It was desired that in the future the amenities of the Estate should be preserved and in particular that the appearance thereof should not be spoiled by the erection of sheds garages and front boundary fences or walls not in keeping with the development of the Estate as a whole and to that end the Company had agreed with the Council as thereinafter mentioned

IT WAS WITNESSED as follows:-

1. In consideration of abstracting presents and in pursuance of the said agreement and for the benefit and protection of the Estate or for any part or parts thereof and so as to bind so far as might be the Estate into whosoever hands the same or any part or parts thereof might come the Company for itself and for its successors in title and assigns and any person claiming through or under them but so that the Company should not be liable for any breach of this covenant in respect of any part or parts of the Estate after the Company should have disposed of all its interest in the same to any third party other than by way of a sale or transfer upon an amalgamation or reconstruction of the Company

THEREBY COVENANTED with the Council

(a) Notwithstanding any provision in the Town and Country Planning General Development Order 1950 or in any modification or replacement thereof or other statute statutory instrument regulation or order which might thereafter be enacted made or ordered not without the prior consent in writing of the Council over the hand of their Borough Engineer and Surveyor for the time being first had and obtained to erect or permit or suffer to be erected

(i) in any position on any part or parts of the Estate any garage shed hut caravan moveable dwellinghouse on wheels or other structure or erection or

(ii) in front of the building line for any road on the Estate any boundary wall fence hedge or other means of enclosure

unless in either case the same should previously have been approved by the Local Planning authority under the Town and Country Planning Act 1947 or under any modification or replacement thereof

(b) In any conveyance transfer or lease of the Estate or any part or parts thereof or of any house property or other building erected or to be erected on any part of the Estate to impose a covenant to secure the observance of the covenant therein contained by the purchaser transferee or lessee under such conveyance transfer or lease

2. DECLARATION that this agreement and the undertaking or covenant therein contained should be an agreement given or made in connection with the Estate and made in pursuance of section 12 of the Buckinghamshire County Council Act 1957 and should be treated as a local land charge for the purposes of the Land Charges Act 1925

SEALED by the Company in the presence of a Director and the Secretary and SEALED by the Council in the presence of the Mayor and Town Clerk.