DATED 21 June 1973
FRANK PERFECT & SONS LIMITED
to
THE RURAL DISTRICT COUNCIL OF AMERSHAM

DEED OF UNDERTAKING UNDER SECTION 12 OF THE BUCKS COUNTY COUNCIL
relating to land at Seer Green in the County of Buckinghamshire

THIS DEED is made the twenty-first day of June One thousand nine hundred and seventy-three **BETWEEN FRANK PERFECT & SONS LIMITED** whose Registered Office is situate at Church Road, Penn in the County of Buckingham (hereinafter called "the Company") of the one part and the **RURAL COUNCIL OF AMERSHAM** in the said County of Buckingham (hereinafter called "the Council") of the other part

WHEREAS:

1. The Company is the owner in fee simple of certain land situate and known or formerly known as Manor Farm, Seer Green in the said County of Buckingham (hereinafter called "the said land") which is for purposes of identification delineated on the plan hereunto annexed (hereinafter called "the said plan") and is thereon edged with a red line.

2. The Company has made a planning application numbered AM 2482/72 for permission to develop the said land by the erection of dwellinghouses flats and other buildings and development in accordance with a layout plan deposited with the Council.

3. The Council acting under powers delegated to them by the County Council of the Administrative County of Buckingham, the Local Planning Authority has expressed willingness to approve the said planning application number AM 2482/72 and to grant outline planning permission in respect thereof.

4. The Company has expressed willingness to enter into this deed in accordance with Section 52 of the Town and Country Planning Act 1971 and to give to the Council an undertaking in accordance with the provisions of Section 12 of the Bucks County Council Act 1957 in the terms hereinafter expressed.

NOW THIS DEED WITNESSETH and it is hereby agreed as follows:

1. No buildings or erections of any kind whatsoever shall be built or erected on any of the areas of land coloured green (hereinafter called "the green land") the areas of land coloured orange (hereinafter called "the orange land") the areas of land coloured yellow (hereinafter called "the yellow land") the areas of land coloured purple (hereinafter called "the purple land") or on the areas of land coloured blue (hereinafter called "the blue land") variously delineated on the said plan.

2. The green land shall be laid down to grass with or without flower beds and shall be mown and maintained as such properly cultivated in a neat and tidy state and condition by the Company as amenity areas for the benefit of the whole of the residents of estate proposed to be erected on the said land.

3. The orange land shall be laid down to grass with or without flower beds and shall be mown and maintained as such properly cultivated in a neat and tidy state and condition by the Company as amenity areas for the benefit of the residents for the time being of the flats proposed to be erected on such areas of orange land.

4. The yellow land shall be laid down with a suitable surface for the parking of motor vehicles and shall be so maintained and repaired by the Company in a neat and proper condition.

5. The yellow land shall not be used for any purpose other than the parking of motor vehicles for the benefit of the residents of the estate proposed to be erected on the said land and their visitors.

6. The purple land shall be laid down with a suitable surface for the parking of motor vehicles and shall be so maintained and repaired by the Company in a neat and proper condition.

7. The purple land shall not be used for any purpose other than the parking of motor vehicles for the benefit of persons visiting the shops and village hall delineated on the said plan.

8. The blue land shall be laid down to grass with or without flower beds and shall be mown and maintained as such properly cultivated in a neat and tidy condition as amenity areas for the benefit of the estate provided that in the event that any of the blue land shall be conveyed or transferred to a Purchaser or Purchasers of any dwellinghouse adjoining such blue land the Company will procure that in the Conveyance or Transfer of such a dwellinghouse the Purchaser or Purchasers shall enter into a covenant for the benefit of remainder of the estate providing for the use and maintenance of the blue land in the terms aforesaid.

9. The Company hereby undertakes and covenants with the Council in accordance with the provisions of Section 12 of the Bucks County Council Act 1957 on behalf of the Company and the successors in title and assigns of the Company that the Company and the successors in title and assigns of the Company will abide by observe and perform each and every one of the agreements and conditions hereinbefore expressed.

10. In the event that the Company will have sold or disposed of all the land comprised herein and shall in the Conveyance Transfers or other disposition of the land imposed covenants charged on the whole of the said land for the carrying out of the several matters herein covenanted to be observed and performed then and in any such event the Company shall then be no longer personally liable hereunder.

IN WITNESS whereof the Company and the Council have caused their respective Common Seals to be hereunto affixed the day and year first hereinbefore written.

THE COMMON SEAL of **FRANK PERFECT & SONS LIMITED**)
was hereunto affixed in the presence of:)