

**DATED 25 June 1980**

**GEOFFREY PERFECT HOLDINGS LIMITED**

**and**

**CHILTERN DISTRICT COUNCIL**

**SIXTH SUPPLEMENTAL DEED**

**relating to land at Manor Farm, Seer Green, Buckinghamshire**

**THIS DEED** of Variation is made the 25th day of June One thousand nine hundred and eighty **BETWEEN GEOFFREY PERFECT HOLDINGS LIMITED** whose registered office is at Church Road, Penn in the County of Buckinghamshire (hereinafter called "the Company") of the one part and **CHILTERN DISTRICT COUNCIL** of Elmodesham House, 42 High Street, Amersham in the aforesaid County (hereinafter called "the Council") of the other part.

**WHEREAS:**

1. The Company remains seised in fee simple of the land at Manor Farm, Seer Green (hereinafter called "the site") shown edged red on the plan annexed hereto and marked 'A' (which document shall hereinafter be called "the site plan").
2. The Council is the local planning authority within the meaning of the Town and Country Planning Act 1971 for the area within which the site is situate and is the statutory successor to the Rural District Council of Amersham by virtue of the Local Government Act 1972.
3. The Company formerly known as Frank Perfect & Sons Limited effected a change of name on the 30th day of July One thousand nine hundred and seventy-five and a Certificate of Incorporation on a change of name was duly issued by the Registrar of Companies.
4. This Deed is supplemental to a Deed of Undertaking made the twenty-first day of June One thousand nine hundred and seventy-three between Frank Perfect & Sons Limited of the one part and the Rural District Council of Amersham of the other part (hereinafter called "the original undertaking") and also to two Deeds of Undertaking supplemental to the original undertaking dated respectively the eleventh day of January 1977 and the fifteenth day of September One thousand nine hundred and seventy-seven.
5. This Deed is the sixth in a series of deeds supplemental to the original undertaking made between the Company of the one part and the Council of the other part and dated respectively the sixth day of April One thousand nine hundred and seventy-six and said eleventh day of January One thousand nine hundred and seventy-seven the said fifteenth day of September One thousand nine hundred and seventy-seven the sixteenth day of July One thousand nine hundred and seventy-nine and the 15th day of November One thousand nine hundred and seventy-nine hereinafter individually referred to by reference to the respective numerical position in the order of execution and collectively referred to as the supplemental deeds.
6. The provisions of the first fourth and fifth supplemental deeds are not material to these presents but the provisions of the original undertaking and the second and third supplemental deeds are amended in part by these presents.
7. The Company and the Council desire that the cumulative effect of the supplemental deeds should be readily apparent and therefore the covenants contained in the original undertaking and the first five supplemental deeds are recited in the Schedule hereto.
8. For the purpose of clarification the Company and the Council have caused the preparation of a plan illustrating the cumulative effect of the supplemental deeds including this present deed and a copy of the said plan (marked 'B') is annexed hereto together with a copy of the plan attached to the original undertaking (marked 'C') for the purposes of illustration.
9. The Company has submitted a further application for planning permission (reference number CH/2328/79) (hereinafter called "the further application") modifying in part the development permitted upon the site by planning consent number AM/505/74 until that consent's lapse on the fifteenth day of July One thousand nine hundred and seventy-nine and planning consent numbers CH/672/77 and CH/1444/74).
10. The Council acting as the Local Planning Authority has expressed its willingness to approve the further application and to grant planning permission in respect thereof subject to the provision on the part of the Company of the undertakings hereinafter appearing.
11. The Company have expressed willingness to enter into this Deed subject to and in accordance with Section 6 of the Buckinghamshire County Council Act 1971 with Section 126 of the Housing Act 1974 as amended by Section 43 of the Local Government (Miscellaneous Provisions) Act 1976 and with Section 52 of the Town and Country Planning Act 1971 and to provide the Council with an undertaking in accordance with the provisions of Section 12 of the Buckinghamshire County Council Act 1957 in the terms hereinafter expressed in the manner set out by the said statutes.

**NOW THIS DEED WITNESSETH** as follows:

1. In pursuance of Section 12 of the Buckinghamshire County Council Act 1971 Section 126 of the Housing Act 1974 as amended by Section 43 of the Local Government (Miscellaneous Provisions) Act 1976 and Section 52 of the Town and Country Planning Act 1971 the Company with the object and intent that this Agreement shall bind the site and be enforceable against the Company the Company's successors in title lessees tenants or any other person whoms oever into whose hands the site may come covenants in perpetuity with the Council as follows:
  - a) The original undertaking and the second and third supplemental deeds are hereby varied and shall henceforth have effect as if the layout and colouring on the site plan attached hereto were substituted for the layout and colouring of those parts of the plans attached to the original undertaking and second and third supplemental deeds which corresponds with the area of the site.
  - b) The areas coloured green and blue on the site plan now substituted shall have the meaning attributed to the phrases "the green land" and "the blue land" by the original undertaking.
  - c) Save as varied by the supplemental deeds including this present deed the provisions of the original undertaking shall remain in full force and effect and the Company **HEREBY** renews the covenants therein given.

**2. IT IS HEREBY FURTHER AGREED AND DECLARED THAT**

The covenants herein varied are subject to and expressed to be enforceable in the manner set out in Section 6 of the Buckinghamshire County Council Act 1971 and Section 126 of the Housing Act 1974 as amended by Section 43 of the Local Government (Miscellaneous Provisions) Act 1976.

**IN WITNESS** whereof the Company and the Council have hereunto set their respective Common Seals the day and year first before written.

**THE SCHEDULE**

**THE ORIGINAL UNDERTAKING**

Deed made 21st June 1973 between Frank Perfect & Sons Limited and the Rural District Council of Amersham.

**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 property 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 and 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 Buckinghamshire 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 shall have sold or disposed of all the land comprised herein and shall in the Conveyance Transfers or other dispositions 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

#### **THE FIRST SUPPLEMENTAL DEED**

Deed made 6th April 1976 between Geoffrey Perfect Holdings Limited and Chiltern District Council.

#### **NOW THIS DEED WITNESSETH:**

1. The Original Deed shall henceforth have effect as if the plan attached thereto had shown the areas coloured green and blue on the plan attached hereto in place of the areas coloured green and blue on that part of the plan attached to the Original Deed which corresponds with the portion edged around with red on the plan attached hereto.
2. Save as varied by this Deed the provisions of the Original Deed shall remain in full force and effect.

#### **THE SECOND SUPPLEMENTAL DEED**

Deed made 11th January 1977 between Geoffrey Perfect Holdings Limited and Chiltern District Council.

#### **NOW THIS DEED WITNESSETH** as follows:

1. The Original Deed shall henceforth have effect as if the plan attached thereto had shown the areas coloured green and blue and yellow on the plan attached hereto in place of the areas coloured green and blue and yellow on those parts of the plan attached to the Original Deed which correspond with the portions edged around with red on the plan attached hereto.
2. Perfects hereby undertake and covenant with the Council in accordance with the provisions of Section 12 of the Buckinghamshire County Council Act 1957 and Section 6 of the Buckinghamshire County Council Act 1971 that Perfects and their successors in title and assigns will abide by observe and perform each and every one of the agreements and conditions incorporated herein.
3. Save as varied by this Deed and the said Deed dated 6th April 1976 the provisions of the Original Deed shall remain in full force and effect and Perfects **HEREBY** renew the undertakings therein given.

#### **THE THIRD SUPPLEMENTAL DEED**

Deed made 15th September 1977 between Geoffrey Perfect Holdings Limited and Chiltern District Council.

#### **NOW THIS DEED WITNESSETH** as follows:

1. The Original Deed and the Third Deed shall henceforth have effect as if the plans attached thereto had shown the areas now coloured green and blue and yellow on the plan attached hereto and had not shown the areas coloured orange and yellow and purple and green on those parts of the plans attached to the Original Deed and the Third Deed which come within the area edged around with red on the plan attached hereto.
2. The Company hereby undertake and covenant with the Council in accordance with the provisions of Section 12 of the Buckinghamshire County Council Act 1957 and Section 6 of the Buckinghamshire County Council Act 1971 that the Company and their successors in title and assigns will abide by observe and perform each and every one of the agreements and conditions incorporated herein.

3. Save as varied by this Deed and the said Deeds dated 6th April 1976 and 11th January 1977 the provisions of the Original Deed shall remain in full force and effect and the Company **HEREBY** renew the undertakings therein given.

#### **THE FOURTH SUPPLEMENTAL DEED**

Deed made 16th July 1979 between Geoffrey Perfect Holdings Limited and Chiltern District Council.

#### **NOW THIS DEED WITNESSETH:**

1. The Original Deed and the Supplemental Deed shall henceforth have effect as if the plans attached thereto had shown the areas coloured blue yellow and green on the plans attached hereto in place of the areas coloured blue green and yellow on those parts of the plans attached to the Original Deed and the Supplemental Deed which correspond with the portions edged around with red on the plans attached hereto.
2. The Company hereby undertake and covenant with the Council in accordance with the provisions of Section 12 of the Buckinghamshire County Council Act 1957 and Section 6 of the Buckinghamshire County Council Act 1971 that the Company and their successors in title and assigns will abide by observe and perform each and every one of the agreements and conditions incorporated herein.
3. Save as varied by this Deed and the Supplemental Deed (and by two further Supplemental Deeds dated 6th April 1976 and 15th September 1977 which do not affect or relate to the areas edged red on plans A B and C attached hereto) the provisions of the Original Deed shall remain in full force and effect and the Company **HEREBY** renews the undertakings therein given.

#### **THE FIFTH SUPPLEMENTAL DEED**

Deed made 15th November 1979 between Geoffrey Perfect Holdings Limited and Chiltern District Council.

#### **NOW THIS DEED WITNESSETH:**

1. The Original Deed and the Supplemental Deed shall henceforth have effect as if the planning permission referred to therein was number CH/964/79 in place of the planning permission referred to therein as number CH/672/74 and as if the plans attached thereto had shown the areas edged red coloured blue and green on the plans attached hereto in place of the areas edged red coloured blue green and yellow on those parts of the plans attached to the Original Deed and the Supplemental Deed which correspond with the portions edged around with red on the plans attached hereto.
2. The Company hereby undertake and covenant with the Council in accordance with the provisions of Section 12 of the Buckinghamshire County Council Act 1957 and Section 6 of the Buckinghamshire County Council Act 1971 that the Company and their successors in title and assigns will abide by observe and perform each and every one of the agreements and conditions incorporated herein.
3. Save as varied by this Deed and the Supplemental Deed (and two further Supplemental Deeds dated 6th April 1976 and 16th July 1979 which do not affect or relate to the areas edged red on the plans attached hereto) the provisions of the Original Deed shall remain in full force and effect and the Company **HEREBY** renews the undertakings therein given.

**THE COMMON SEAL of GEOFFREY PERFECT HOLDINGS LIMITED** )  
was hereunto affixed in the presence of: )

**THE COMMON SEAL of CHILTERN DISTRICT COUNCIL** was hereunto )  
affixed in the presence of: )