

SHAW & SONS LTD.
Law Stationers &c.
FETTER LANE,
LONDON, E.C.4.



This Agreement

is made the *Twelfth* day of
August One thousand nine

hundred and thirty six B E T W E E N OSWALD PEARCE SEROCOLD C.M.G. of Taplow Hill House Taplow in the County of Buckingham Colonel of the first part PERCY NOBLE of the Priory Taplow aforesaid Esquire of the second part THE LADY BEATRICE POLE-CAREW of Maryfields Taplow aforesaid Widow of General Sir Reginald Pole-Carew of the third part CONSTANCE LILIAS AWDRY of Hitchambury Taplow aforesaid Widow of Major Charles Selwyn Awdry D.S.O. of the fourth part the said CONSTANCE LILIAS AWDRY, CHARLES EDWIN AWDRY of Notton Lodge Lacock in the County of Wilts Esquire and ROBERT WILLIAM AWDRY of Blackslade Widecombe-in-the-Moor Newton Abbott in the County of Devon a Colonel in His Majesty's Army of the fifth part GEORGE PLEYDELL BANCROFT of Elibank Taplow aforesaid Esquire of the sixth part and THE ETON RURAL DISTRICT COUNCIL in the said County of Buckingham (hereinafter called "the Council") of the seventh part W H E R E A S :-

(1) Each of the parties hereto of the first six parts (hereinafter collectively referred to as "the Owners") is or are the estate owner or estate owners in respect of the fee simple of the property set out and edged with a black verge line on the plan attached hereto and bearing the same number as his her or their part of this Agreement.

(2) The Council are preparing a Town and Country Planning Scheme (hereinafter referred to as "the said Scheme") for the whole of their District in which District all the said properties are situate.

(3) Each of the Owners being desirous of co-operating with the Council in the preservation of the character and amenities of the District of the Council is willing to agree with the Council that his her or their said property shall be made subject to conditions restricting the planning development or use thereof as hereinafter specified and the Council with a view to such preservation and in pursuance of the provisions in that behalf contained in Section 34 of the Town and Country Planning Act 1932 (hereinafter called "the said Act") have agreed to enter into an Agreement with all such Owners to that effect.

N O W THIS DEED W I T N E S S E T H that in pursuance of the said agreement and in consideration of the premises each of them the Owners as to his her or their said property and the Council hereby mutually COVENANT AND AGREE as follows:-

1. Definitions.

IN this Deed unless the context otherwise requires the following expression shall have the meaning hereby assigned to it that is to say :-
"Agricultural Zone" (coloured light ochre) means land used for the purposes of farming stock-keeping plantation or forestry including the erection and

use thereon of any buildings apparatus or works for any of those purposes and (if so desired) cottages for agricultural employees either singly or in groups but does not include user thereof as market gardens or allotments or wholly or principally for the purpose of cultivation under glass or the erection and use thereon of any factory workshop or industrial building.

Owners'
Covenants.

2. (1) THAT for the period of fifteen years from the date hereof each of those properties which is coloured light ochre on the said plan shall not (nor shall any part thereof) be used otherwise than as an Agricultural Zone or for its present use as a private residential estate.

(2) That any of the Owners may by notice in writing given to the Council not less than twelve months before the expiration of the period named in Article 2(1) hereof extend in respect of his her or their said property such period for any further period or in perpetuity and in the event of him her or them so doing the original period of fifteen years shall be extended accordingly and Article 2(1) hereof shall operate as if the Covenant therein contained so far as that property is concerned had originally been made applicable for the whole of the original and further periods or in perpetuity as the case may be And a memorandum of the extension shall as soon as practicable be endorsed on both parts of this Deed and signed by or on behalf of the Owner or Owners and the Council but the operation of the said notice shall not be affected by any neglect or omission to make or obtain any such endorsement or signature.

(3) That from and after the date of this Agreement no building shall be erected on any of the said properties unless and until the size height design and external appearance of such building shall first have been approved in writing by the Council such approval not to be unreasonably withheld.

Council's
Covenants.

3. (1) THAT the Council shall in the said Scheme include in respect of each of the said properties the conditions herein contained (and no others) restricting the planning development and use of such property and shall insert in the said Scheme a provision empowering them to make Supplementary Orders or to adopt with or without modifications Supplementary Orders proposed by Owners of land as provided by Section 14 of the said Act.

(2) That during the last year of the period of years mentioned in Article 2(1) hereof or of any extended period the Council shall (unless notice of extension has been received by them in accordance with the provisions of Article 2 (1) hereof) by means of a Supplementary Order or Orders and so far as practicable after consultation with the Owner supplement the provisions of the said scheme as respects each of the properties referred to in Article 2 (1) hereof by adding to it provisions with respect to any matters for which provision may be made by a Scheme and for varying the said Scheme in so far as may be necessary or expedient.



Not more

1000. 500. 0. 1000. 2000. 3000. 4000. 5000 feet.

Scale = six inches to one mile.

(3) The Council will use their best endeavours to provide by means of the said scheme or by Agreement that the areas adjoining the said properties shall be planned and developed in harmony with the planning and development of the said properties as provided for by this Agreement.

General. 4. (1) THAT nothing herein contained shall be a ground for or form the subject of any claim by any of the Owners for compensation or against him or her for betterment.

(2) That this Agreement shall take effect forthwith.

IN WITNESS whereof each of the Owners has hereunto set his or her hand and seal and the Council have caused their Common Seal to be hereunto affixed the day and year first above written.

THE COMMON SEAL of the Eton
Rural District Council was
hereunto affixed in the
presence of :

A. F. Drew

Chairman

H. W. Turner

Clerk



2

DATED 12th August 1936.

COLONEL O.P. SEROCOLD
and Others

_____ with _____

THE ETON RURAL DISTRICT COUNCIL

Counterpart,

Agreement

_____ under _____

SECTION 34 of the TOWN and COUNTRY
PLANNING ACT 1932, affecting
PROPERTIES at TAPLOW, BUCKS.

Col. Seroold

