

APPENDIX 1

LLC/S52/A4B0008
LLC/S33/A4B0004

THIS AGREEMENT is made the *fourth* day *September* One Thousand nine hundred and eighty six BETWEEN AYLESBURY VALE DISTRICT COUNCIL of the The Mall Friars Square Aylesbury in the County of Buckingham ("the Council") of the first part ROYCO CORPORATION LIMITED whose Registered Office is situate at Royco House Liston-Road Marlow SL7 1BX in the aforesaid County ("the Developer") of the second part and ROYCO LEISURE PARKS LIMITED (a subsidiary of the Developer) whose Registered Office is at Royco House aforesaid ("RLP Limited") of the third part

W H E R E A S:

- (1) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1971 and a Principal Council for the purposes of Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 for the area within which the lands described in Schedule I hereto and therein respectively defined as "the red land" and "the green land" are situate
- (2) The Developer is seised for an estate in fee simple absolute in possession of the red land
- (3) RLP Limited is seised for an estate in fee simple absolute in possession of the green land
- (4) By a written application dated the 23rd day of December One thousand nine hundred and eighty five and dealt with under reference number AV/2056/85 the Developer applied to the Council for permission to develop the lands and other land for housing and associated facilities a dry ski slope with associated shop and cafe a Nature Conservation Area recreational land with show ground site and jogging track Children's Zoo and two lakes with associated clubhouse and restaurant and other facilities shown on the Plan (hereinafter called "the Development Concept Plan") numbered 140/3A a copy of which is bound up within (hereinafter called "the proposed development")
- (5) The Council is the Local Planning Authority for the purposes of Sections 111 and 139 of the Local Government Act 1972 and is satisfied that the arrangements made in this Agreement and Associated Agreements with the Developer and Owners of other land adjoining the red and green lands severally and/or jointly will facilitate be conducive to and be incidental to the Council's functions

- (6) The Council being desirous of improving the area and general locality of the red and green lands and adjoining land wish to restrict and regulate the proposed development and the use of the red and green lands and is satisfied that the proposed development is such as may be approved by the Council under the Town and Country Planning Act 1971 subject to the Developer and RLP Limited first entering into this Agreement and the execution on the date hereof of the aforesaid Associated Agreements
- (7) The Developer and RLP Limited have agreed therefore to enter into this Agreement in order to secure the Council's objectives

NOW THIS DEED WITNESSETH as follows:-

1. THIS AGREEMENT is made pursuant to :
- (a) Section 52 of the Town and Country Planning Act 1971
 - (b) Section 33 of the Local Government (Miscellaneous Provisions) Act 1982
 - (c) Sections 111 and 139 of the Local Government Act 1972 and both the positive and restrictive covenants and undertakings herein on the respective parts of the Developer and RLP Limited are entered into with intent that the same shall be enforceable without limit of time not only against respectively the Developer and RLP Limited but also against the respective successors in title and assigns of the Developer and RLP Limited and any person claiming title through or under respectively the Developer and RLP Limited to respectively the red land and the green land or any part thereof as if that person had been an original covenanting party in respect of the interest or estate for the time being held by that person
2. THE Developer and RLP Limited respectively covenant and undertake for themselves and their respective successors in title with the Council pursuant to all or any of Statutory powers referred to in Clause 1 hereof to the intent that the covenants undertakings and obligations hereunder shall be enforceable in the manner set out in Clause 1 hereof to observe and perform the following respective covenants obligations undertakings and restrictions namely:
- (a) Obligations of the Developer:
No houses comprised in the proposed development shall be occupied until the Developer has to the reasonable satisfaction of the

Council carried out or caused to be carried out works and operations necessary to dig construct build or lay out as appropriate such of the recreational facilities comprised in the proposed development as are described in Column 1 of Schedule II hereto in the locations shown on the Development Concept Plan

See notes
to Schedule
2 col 1.

(b) Obligations of the Developer and RLP Limited:

No houses in the proposed development shall be occupied until RLP Limited has submitted a Scheme to the Council and obtained its approval (which shall not be unreasonably withheld or delayed) thereto relating to the entire future care and management of the said recreational facilities on the green land and has entered into or secured the entering into of such further agreement or given such undertakings as are reasonably deemed necessary by the Council to the end that the said recreational facilities are forever maintained and used without any cost to the Council for the purposes described in Schedule II hereto for the benefit of the public generally or any section thereof either gratuitously or upon the payment of such reasonable sums or sum of money in the nature of an entrance fee or a rent or other periodical payment or otherwise howsoever as RLP Limited shall think fit for the purposes of providing either wholly or partly for or towards the costs charges and expenses or outgoings of any kind of or incident to the user or maintenance of the said recreational facilities except that the enjoyment of the public open space shown as No. 3 on the Development Concept Plan and Public Recreation/Meadow shown as No. 4 on the Development Concept Plan by the public shall at all times be free of charge and no money shall be demanded or received by RLP Limited in respect of any use or enjoyment of these areas by any person whomsoever

No houses

To be
occupied
until whole

Scheme

Approved

(c) Obligations by RLP Limited:

To carry out or cause to be carried out works and operations necessary to dig construct build or lay out as appropriate such of the recreational facilities comprised in the proposed development as are described in Column 2 of Schedule II hereto to the reasonable satisfaction of the Council within two years from the date hereof

Works

Schedule

2 col 2

to be completed

within 2 yrs.

3. IN consideration of the covenants on the part of the Developer and RLP Limited hereinbefore contained the Council undertakes following the execution of this Agreement and the aforesaid Associated Agreements to issue formal Planning Permission in response to the said Application reference number AV/2056/85
4. THE provisions of this Agreement shall become binding upon the Developer and RLP Limited upon the grant by the Council of the Planning Permission in response to the said Application
5. NOTHING in this Agreement shall be construed as restricting the exercise by the Council of any powers exercisable by it under the Town and Country Planning Act 1971 or under any other appropriate person or Authority pursuant to the provisions of the Town and Country Planning Act 1971 or any statutory amendment or re-enactment thereof
6. NO waiver (whether express or implied) by the Council of any breach or default by the Developer or RLP Limited in performing or observing any of the covenants contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the covenants or from acting upon any subsequent breach or default in respect thereof by the Developer or RLP Limited
7. THE Developer hereby agrees to pay the reasonable legal costs in preparation and stamping of the Agreement entered into herein such costs to be paid on the signing hereof
8. THE expressions "the Council" and "the Developer" and "RLP Limited" shall include their respective successors in title and assigns

SCHEDULE I

The Land

ALL THOSE PIECES or parcels of land situate partly in the parish of Aylesbury with Walton partly in the parish of Bierton with Broughton and partly in the parish of Hardwicke with Weedon in the County of Buckingham and being part of the property known as Dunsham Farm all of which land is for the purpose of identification shown edged red ("the red land") or edged green ("the green land") on Plan A annexed hereto

SCHEDULE II

(Recreational Facilities to be provided and maintained)

Column 1

Column 2

- Water sports lake with boat slipway
- Scenic Lake
- Public recreation/meadow
- Dry ski slope and its car parking
- Wildlife Reserve
- Jogging track and footpaths

- Lake Clubhouse
- Ski slope shop/cafe
- Interpretation centre

To be completed by 3/9/88

To be built before houses occupied

all of which above facilities are shown on the Development Concept Plan

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

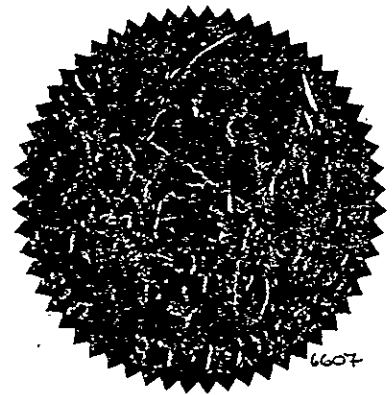
THE COMMON SEAL of AYLESBURY VALE)

DISTRICT COUNCIL was hereunto)

in the presence of:-)

[Signature]
Chairman

[Signature]
Head of Legal Services



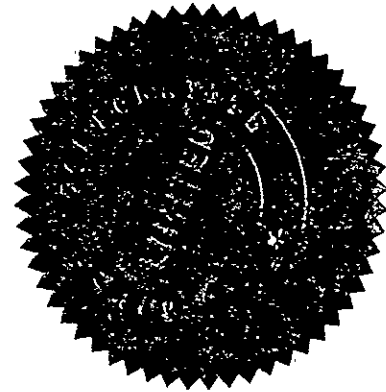
THE COMMON SEAL of ROYCO CORPORATION)

LIMITED was hereunto affixed in the)

presence of:-)

[Signature]
Director

[Signature]
Director
Secretary



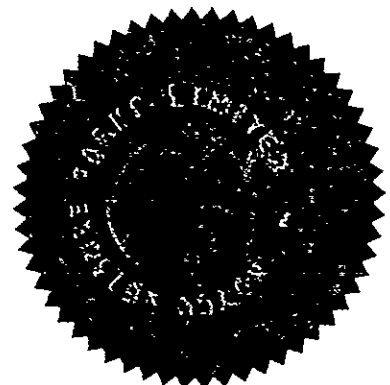
THE COMMON SEAL of ROYCO LEISURE)

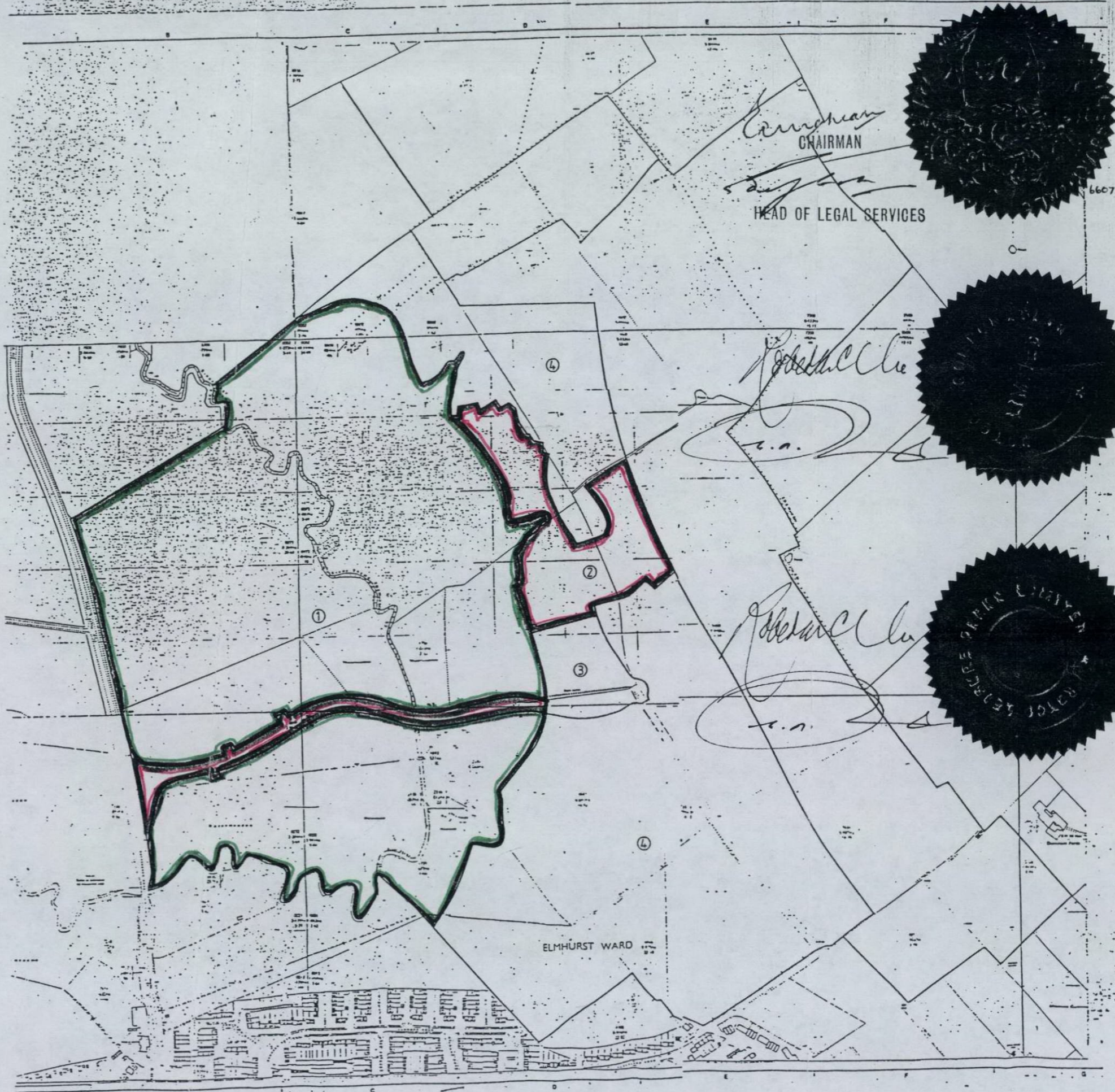
PARKS LIMITED was hereunto affixed)

in the presence of:-)

[Signature]
Director

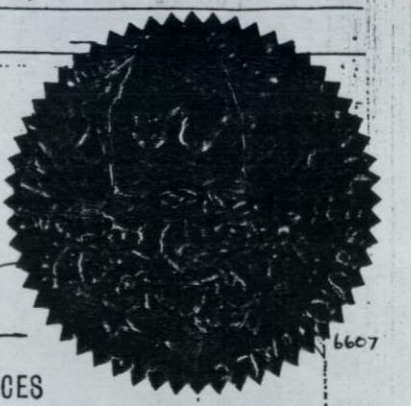
[Signature]
Director
Secretary





Carroll
CHAIRMAN

[Signature]
HEAD OF LEGAL SERVICES



6607

[Signature]



[Signature]



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DATED

14th September

1986

248 PBC

AYLESBURY VALE DISTRICT COUNCIL (1)

ROYCO CORPORATION LIMITED (2)

ROYCO LEISURE PARKS LIMITED (3)

AGREEMENT

under S.52 of the Town & Country Planning Act 1971,
relating to the provision of Recreational Facilities in
Development of land at Watermead, Buckingham Road,
Aylesbury

MEMORANDUM

By a Deed dated 20th April 2009 between the Council (1)
and Watermead Parish Council (2) the Council
covenanted not to seek to enforce any of the
obligations contained herein in relation to the
Land as defined in the 2009 Deed.

K. Stubbs
Solicitor
AVOC

HAROLD BENJAMIN & COLLINS
SOLICITORS