



THIS DEED OF COVENANT made the Fifteenth day of

July One thousand nine hundred and thirty five

BETWEEN COURAGE AND COMPANY whose registered office is The Anchor Brewhouse Horselydown in the County of London (hereinafter called "the Owners" which expression where the context so admits shall include their successors in title) of the first part THE URBAN DISTRICT COUNCIL OF ALTON in the County of Southampton (hereinafter called "the Council") of the second part

WITNESSETH and it is hereby mutually covenanted agreed and declared by the Owners and the Council as follows under all relevant enactments including in particular Section 34 of the Town and Country Planning Act 1932

1. IN this Deed user of land as a private open space means user thereof (a) as a private ground for sports play rest or recreation, or as an ornamental garden or pleasure ground and/or (b) as arable meadow or pasture land but does not include user thereof as market gardens or allotments or user thereof wholly or principally for the purpose of cultivation under glass

2. THE OWNERS hereby covenant with the Council that the land which is delineated and coloured and edged light green and dark green respectively in the plan hereto annexed shall not (nor shall any part thereof) be used at any time hereafter otherwise than as a private open space EXCEPT AND PROVIDED ALWAYS THAT

(i) THE OWNERS may grant any rights of way over or for drainage gas electricity water or similar services in or over the said land or dispose of land to the Highway Authority as may be required for road widening purposes

(ii) THE OWNERS may at any time after giving twelve months notice to the Council of their intention so to do erect on the land hatched red on the plan hereto annexed dwellinghouses (including any appropriate outbuildings) not exceeding ten in number and use or allow the same to be used as private dwellinghouses or the Owners may dispose of the land hatched red for the purpose set out herein

(iii) THE OWNERS may subject to the approval of the Council erect on the land premises for the purpose of a recreational club

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or other buildings ancillary to the user of the land _____

3. THE Council shall in their Scheme under the Town and Country Planning Act 1932 include in respect of the land affected by this Agreement the conditions herein contained restricting the planning development and use of such land _____

4. NOTHING contained in this Deed shall be a ground for or form the subject of any claim by the Owners for compensation or against them for betterment _____

IN WITNESS whereof the Council and the said Company have caused their common seals to be hereunto affixed the day and year first before written _____

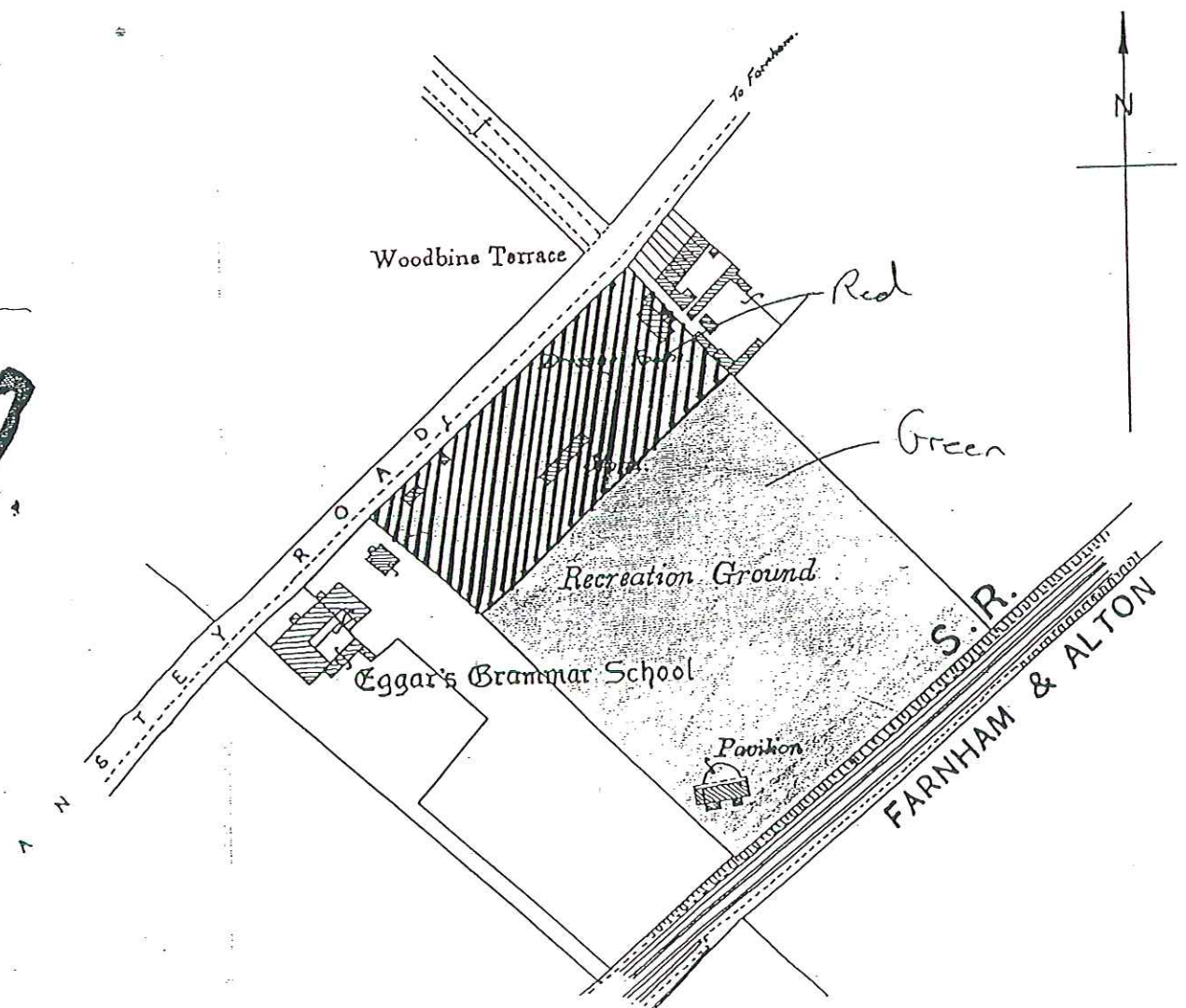
THE COMMON SEAL OF THE Council was }
hereunto affixed in the presence }
of _____ }

Chairman.

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Clerk.



Scale of Feet: $\frac{1}{2500}$