- 12. The Transferee shall not object to any application for planning permission which may be submitted by the Transferor or its successors in title for the development of any adjoining or neighbouring land for residential and ancillary purposes
 - 13. If the dwellinghouse erected or to be erected on the property has external structural timbers then the Transferee will treat such timbers with a thick grade of creosote or similar preservative at least once every five years
- the date hereof plant with grass or turf any area of land coloured blue hatched black on the said plan which will be adopted by the Local Authority under the Section 38 Agreement entered into or to be entered into by the Transferor and will maintain the same in a clean and tidy condition and will maintain in good condition any area of land hatched black in conjunction with any other users thereof
 - (b) The Transferee will not at any time plant any flowers shrubs trees or other plants upon the land coloured blue hatched black referred to in (a) above
- and condition any walls fences and/or hedges on the boundaries of the property marked 'T' or within the boundaries of the property

AND shall not move the position of any fence without the written permission of the Transferor

- 16. The Transferee shall contribute a fair proportion according to user of the cost of maintaining anything used in conjunction with adjoining owners .
- 17. To perform and observe the terms and conditions of any Wayleave Agreement or similar consents granted to the Local Authority or other Statutory Undertakers as hereinbefore referred to so far as the same relate to the property and fall to be performed and observed by the Transferee as successor in Title to the Transferor
 - 18. (i) Not at any time to plant any trees or other deep rooting plants or shrubs nor erect any buildings fences walls or other erections over the line of any gas main laid in the said land or within 6 metres either side of any gas main
 - (ii) Not to do or cause or permit to be done on the said land anything calculated or likely to cause damage or injury to or prevent access to any such gas main and to take all reasonable precautions to prevent such damage or injury