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Title Number EX827068

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This Conveyance

is made the *fourteenth* day of

December One thousand Nine hundred and Sixty-two BETWEEN THORPE BAY STATE COMPANY whose registered office is at 7 Linenhall Street Belfast Northern Ireland (hereinafter called "the Vendor") of the one part and THE MAYOR ALDERMEN AND BURGESSES OF THE COUNTY BOROUGH OF SOUTHEND-ON-SEA (hereinafter called "the Corporation") of the other part WHEREAS the Vendor is seised of the property hereinafter described in fee simple in possession subject only as is hereinafter mentioned and has agreed with the Corporation for the sale thereof at the price of Seven thousand Four hundred and Seventy-five Pounds.

NOW THIS DEED WITNESSETH as follows:

1. IN consideration of the sum of SEVEN THOUSAND FOUR HUNDRED AND SEVENTY-FIVE POUNDS now paid by the Corporation to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as Beneficial Owner hereby conveys unto the Corporation ALL THAT piece or parcel of land situate at Thorpe Bay in the County Borough of Southend-on-Sea bounded on the southerly side by Thorpe Esplanade on the westerly side by St. Augustine's Avenue on the northerly side by Thorpe Bay Gardens and on the easterly side by Maplin Way which said land is delineated on the plan annexed hereto and thereon coloured green blue red brown yellow and white surrounded with a yellow line EXCEPT AND RESERVING unto the Vendor the free and uninterrupted passage and running of water and soil from other buildings and land of the Vendor and its tenants adjoining or near the said piece of land through the sewers drains and watercourses which are now or may hereafter be constructed in or under the said land hereby conveyed TO HOLD the same unto the Corporation in fee simple subject to the covenants and conditions contained in the Leases or Agreements particulars parties and rents of which are respectively set out in the First Schedule hereto.
2. THE Corporation on behalf of itself and its successor in title and assigns for the benefit of the remaining land of the Vendors or their lessees and so as to be binding on the land into whosoever hands the same may come hereby covenants with the Vendor and its successors in title to observe and perform the covenants and conditions set out in the Second Schedule hereto.
3. THE Vendor agrees to the Corporation (i) incorporating into Thorpe Bay Esplanade the thin portion of land bordering the extreme South boundary of the land hereby conveyed coloured blue and unhatched on the plan annexed hereto and (ii) to the land denoted by a thin red line adjoining Thorpe Esplanade being used for the parking of private cars only and not charabancs or caravans or commercial vehicles.
4. THE Corporation will (a) lay out as gardens or a public open space that part of the land conveyed coloured green on the said plan and (b) lay out and maintain two means of access from Thorpe Bay Gardens to Thorpe Esplanade for pedestrians only along the strips of land coloured blue and hatched black on the said plan.
5. SO as to keep the level of the land coloured brown on the said plan on which the

PRODUCED TO THE
OF L.A. & C. 11/15
- 2 JAN 1967
IN OFFICE
OF THE
REVENUE
DEPARTMENT

SECT 12

RE-7
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THE SECOND SCHEDULE before referred to

1. That portion of land coloured green on the said plan shall be used as gardens or a public open space and for no other purpose whatsoever.
2. The said piece of land coloured brown on the said plan shall be used for no other purpose than as a public open space or gardens as aforesaid or for parking of private cars only excluding commercial vehicles caravans or motor coaches of any description whatsoever.
3. That the said piece of land coloured yellow and white surrounded with a yellow line on the said plan shall be used for no other purpose than a dinghy park or open space or gardens.
4. The Purchasers will ensure as far as reasonably possible that no parking of cars is permitted on the North side of Thorpe Bay Gardens eastwards from its junction with St. Augustine's Avenue.
5. That no building whatsoever shall be erected on any of the land hereby agreed to be sold other than garden shelters car park attendance shelters or public conveniences the plans for all of which shall first be approved of by the Vendors Surveyor and that no business whatsoever for the sale of teas or confectionery or any other item of any nature whatsoever will be permitted by the Purchasers on any part of the land hereby agreed to be sold provided that nothing shall prevent the Purchasers making a suitable charge for the use of any tennis court bowling green or putting green or hiring of chairs on any part of the land coloured green or for charging for the use of the Car Park that may be erected on any part of the land coloured brown on the plan annexed hereto.

THE THIRD SCHEDULE before referred to

| <u>Date of Deed</u> | | | <u>Nature of Deed and Names of Parties thereto</u> |
|---------------------|------|-----------|--|
| 7th July | 1896 | INDENTURE | - made between Ynyr Henry Burges of the first part Ynyr Richard Patrick Burges and Frederica Florence Elizabeth Burges of the Second part the Earl of Latham and James Van Sommer of the third part James Henry Strange and William Van Sommer of the fourth part. |
| 10th November | 1903 | DEED POLL | - made between Ynyr Henry Burges of the one part and Ynyr Richard Patrick Burges of the other part. |
| 7th December | 1906 | INDENTURE | - made between Ynyr Henry Burges of the one part and Sir James Henry Strange and William Van Sommer of the other part. |
| 21st March | 1922 | INDENTURE | - made between Ynyr Alfred Burges of the one part and Richard Herbert Chilcott of the other part. |
| 30th October | 1925 | INDENTURE | - made between Frederica Florence Elizabeth Burges of the one part and Ynyr Alfred Burges of the other part. |
| 18th November | 1958 | INDENTURE | - made between Ynyr Alfred Burges of the one part and the Vendor of the other part. |

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parking of private cars is permitted below the path level of Thorpe Bay Gardens the Corporation -

- (a) Shall not raise the level of the land shown coloured brown and brown hatched green on the said plan above its existing level;
- (b) shall excavate the said land to the North of the existing bank to carry through the present level at the Northern extremity of the existing car park to a point as near as possible to the Northern boundary of the land leaving a satisfactory bank on land shown coloured brown and hatched green on the said plan to retain the site of Thorpe Bay Gardens.

6. THE Corporation shall pay all costs and charges in respect of making up and taking over by them as a highway maintainable at the public expense or all charges under the Highways Act 1959 or similar Act in respect of that portion of road known as St. Augustine's Avenue as flanks on the said piece of land hereby conveyed.

7. THE Vendor hereby acknowledges the right of the Corporation to production of the documents set out in the Third Schedule hereto and to delivery of copies thereof and hereby undertakes with the Corporation for the safe custody of the same.

IN WITNESS whereof the Vendor and the Corporation have hereunto caused their respective Common Seals to be affixed the day and year first hereinbefore written.

THE FIRST SCHEDULE before referred to

| <u>Date of Lease or Agreement</u> | <u>Description of Document</u> | <u>Lessee</u> | <u>Description of land let and user</u> | <u>Term</u> | <u>Rent</u> |
|-----------------------------------|--------------------------------|---|---|---|--|
| 16th September 1960 | Licence | | | | |
| 12th June 1961 | Deed of Variation | F. Patten Limited | Piece of land North side of Thorpe Esplanade, Thorpe Bay | 5 years from 25th March 1961 | £300 per annum |
| 15th July 1961 | Lease | The Trustees of Thorpe Bay Yacht Club | Dinghy Park coloured yellow on plan attached hereto | 25 years from 25th March 1961 | £60 per annum for first 5 years £70 per annum for second 5 years £80 per annum for third 5 years £90 per annum for fourth 5 years and £100 per annum for remaining 5 years |
| 26th June 1961 | Licence | Miss Diana Crooks | The Western portion of land hereby agreed to be sold from St. Augustine's Avenue extending about 1,000 feet eastwards | One year from 25th March 1961 | £52 per annum |
| 3rd May 1861 | Lease | The Lords of the Admiralty | Part of the Coast-guard Station | Expired (Lessee holding over on terms of expired agreement) | No rent to be apportioned to Purchaser |
| 12th August 1930 | Surrender | The Lords of the Admiralty to Captain Y.A. Burges | Boathouse and Right of Way | | |

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THE COMMON SEAL of THORPE BAY ESTATE
COMPANY was hereunto affixed in the
presence of:-

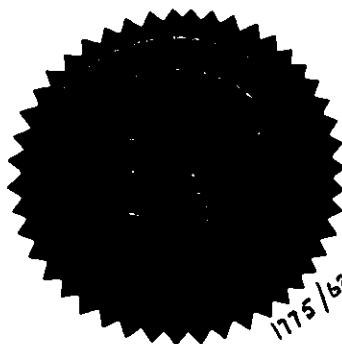
J. H. Stange. } Directors.

Richard L. Hughes Secretary.

THE COMMON SEAL of THE MAYOR ALDERMEN
AND BURGESSES OF THE COUNTY BOROUGH OF
SOUTHEND-ON-SEA was pursuant to a
resolution of the Council hereunto
affixed in the presence of:-

E. J. Jewell
G. Hoole. } Two Members
of
the Council

James D. A.
Town Clerk.



THE COMMON SEAL of THORPE BAY ESTATE
COMPANY was hereunto affixed in the
presence of:-

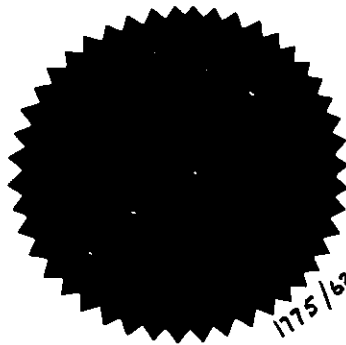
The Stronge. } Directors.

Michael Dunge } Secretary.

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SOUTHEND-ON-SEA was pursuant to a
resolution of the Council hereunto
affixed in the presence of:-

E. J. Trevett } Two Members
G. Hoole } of
the Council

[Signature]
Town Clerk.



DATED

14th December

1962

THORPE BAY ESTATE COMPANY

-to-

THE CORPORATION OF SOUTHEND-ON-SEA

Conveyance

of

Land in Thorpe Esplanade between
St. Augustine's Avenue and Maplin
Way, Thorpe Bay.

DP 2740

