



# This Conveyance

the *eleventh* day of *October* One thousand nine hundred and thirty-five **Between** the CENTRAL ELECTRICITY BOARD whose principal office is at Trafalgar Buildings Number 1 Charing Cross in the City of Westminster (hereinafter called "the Board") of the one part and THE MAYOR ALDERMEN AND BURGESSES OF THE BOROUGH OF CROYDON (hereinafter called "the Corporation") of the other part.

**Whereas** the Board are seised in fee simple in possession subject to the covenants stipulations and restrictions hereinafter mentioned but otherwise free from incumbrances of the piece of land hereinafter described.

AND WHEREAS the Board are desirous of conveying by way of gift to the Corporation the said piece of land on the terms hereinafter mentioned in trust for the perpetual use thereof by the public for exercise and recreation pursuant to the provisions of the Open Spaces Act 1906 or some or one of them and the Corporation pursuant to every power enabling them have agreed to accept the same upon the trust and for the purposes aforesaid.

**Now this Deed Witnesseth** as follows:—

1. IN pursuance of the said desire and agreement the Board as Settlers hereby grant and convey unto the Corporation ALL THAT piece or parcel of land containing an area of One thousand eight hundred and fifty square yards or thereabouts situate in and having a frontage of one hundred feet or thereabouts to Croham Valley Road in the County Borough of Croydon and more particularly delineated and described on the plan hereto annexed and thereon coloured blue and yellow TOGETHER with all inappropriate or great tithes arising out of the said piece or parcel of land EXCEPT AND RESERVING unto the Board full right and liberty for the Board and all persons authorised by them at all times hereafter and with or without motors or other vehicles for all purposes connected with the use and enjoyment of the adjoining land of the Board hatched red on the plan annexed hereto for whatever purpose such land may be from time to time lawfully used and enjoyed to pass and repass over and along the piece of land coloured blue on the plan annexed hereto Also full right and liberty for the Board and their successors in title to erect lay use maintain repair renew inspect and remove over through and from the land hereby conveyed the electric lines cables and works specified in the First and Second Parts of the Schedule hereto and also such additional electric lines cables and works as may from time to time be required by the Board for the purposes of their undertaking And full right and liberty for the Board and all persons authorised by them from time to time and at all times hereafter to enter upon the piece or parcel of land hereby conveyed for all or any of the purposes



aforesaid TO HOLD the same (except and reserved as aforesaid) unto the Corporation upon trust for the perpetual use thereof by the public for the purposes of exercise and recreation pursuant to the provisions of the Open Spaces Act 1906 Subject nevertheless to the covenants stipulations and restrictions contained in a Conveyance dated the twenty-fourth day of February One thousand nine hundred and thirty-one and made between Walton Heath Land Company Limited of the one part and the Board of the other part And subject also to the covenants on the part of the Corporation hereinafter contained.

2. WITH the object of affording to the Board a full indemnity in respect of any breach or non-observance or non-performance of any of the said covenants stipulations and restrictions contained in the said Conveyance dated the twenty-fourth day of February One thousand nine hundred and thirty-one but not further or otherwise the Corporation hereby covenant with the Board that the Corporation and their successors in title will henceforth observe and perform the said covenants stipulations and restrictions and will indemnify the Board against all actions and claims in respect of such covenants stipulations and restrictions so far as the same affect the said piece or parcel of land hereby conveyed and are still subsisting and capable of taking effect.

3. THE Corporation to the intent that this covenant shall be binding so far as may be on the owner for the time being of the piece of land hereby assured hereby covenant with the Board as follows:—

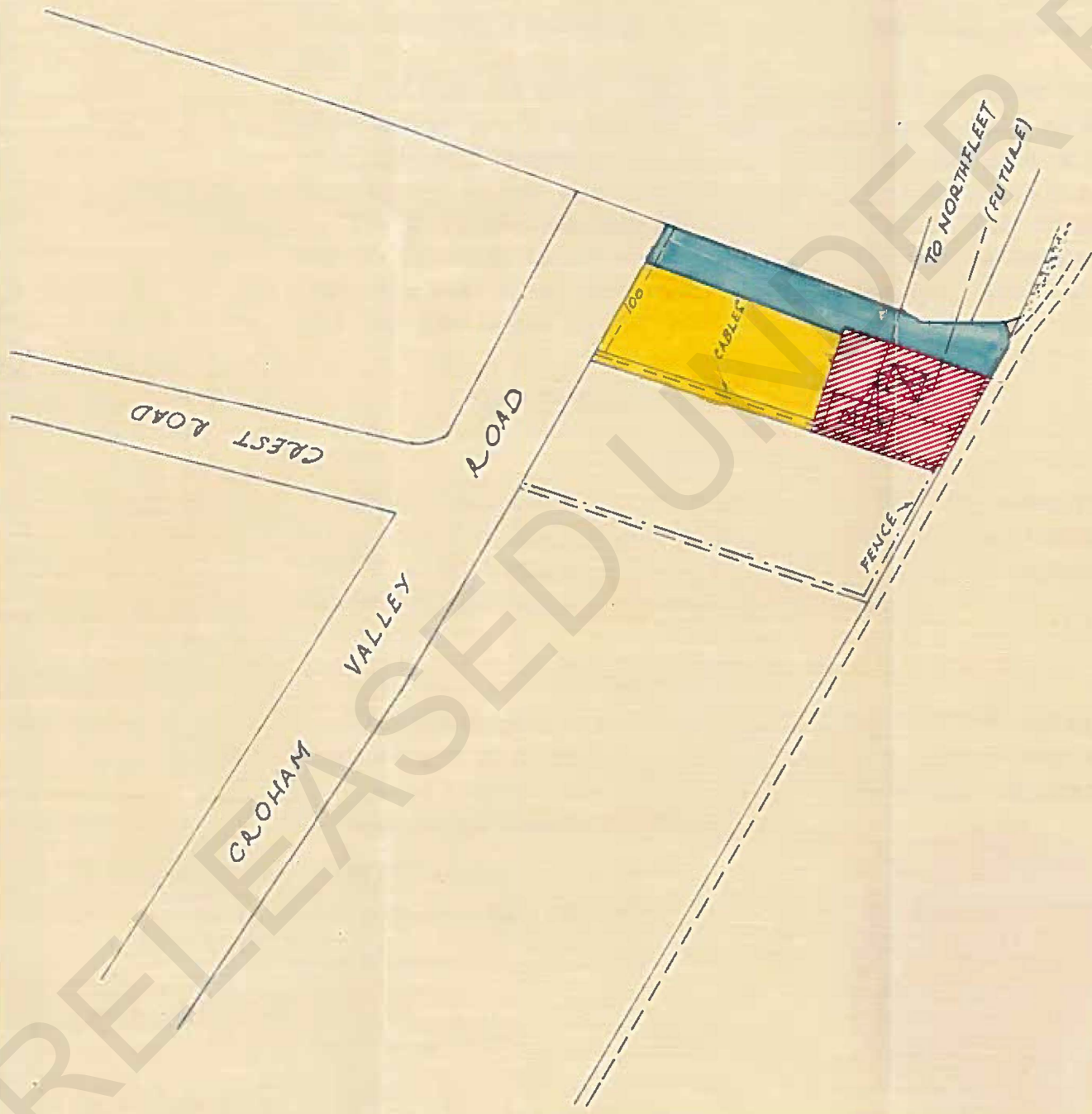
(a) Neither the Corporation nor their successors in title shall at any time make any claim against the Board in respect of their user of their electric lines and works in or over the land hereby conveyed for the purpose of transmitting electricity or raise any objection to such user.

(b) The Corporation shall at all times hereafter maintain on and over the land coloured blue on the plan annexed hereto a roadway capable of carrying moderate horse and motor traffic.

(c) No trees shrubs or other plants or any erection whatsoever on any part of the land hereby conveyed shall be allowed so to grow or be so placed that any part thereof shall be within twelve feet of the conductors mentioned in the First Part of the Schedule hereto or any other conductors at any time hereafter erected by the Board when the same are at maximum temperature and/or maximum swing.

(d) The Corporation shall at all times maintain the land hereby conveyed as an open space free from buildings of all kinds and shall keep the same neat and tidy and diligently attend to the upkeep of all trees shrubs and other plants for the time being thereon.

4. THE Corporation shall not by reason of these presents acquire any right or easement as to light air or otherwise which would interfere with the unrestricted user of any adjoining lands



- SCALE 1/1250 (APPROX) -



belonging to the Board or Walton Heath Land Company Limited or their respective successors in title.

5. THE Board hereby acknowledge the right of the Corporation to production and delivery of copies of the before-mentioned Conveyance dated the twenty-fourth day of February One thousand nine hundred and thirty-one and made between Walton Heath Land Company Limited of the one part and the Board of the other part.

6. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the value or the aggregate value of the property conveyed or transferred exceeds Five Hundred Pounds.

IN WITNESS whereof the Board have caused their Common Seal to be hereunto affixed and the Corporation have caused the Corporate Seal of the said Borough to be hereunto affixed the day and year first before written.

The SCHEDULE before referred to:—

#### PART I.

Three conductors for transmitting electricity by three-phase current at a frequency of fifty cycles per second and at a pressure of 132,000 volts together with an earth wire and the equipment required by the Board in connection therewith.

#### PART II.

Three underground cables for transmitting electricity by three-phase current at a frequency of fifty cycles per second and at a pressure of 132,000 volts together with the equipment required by the Board in connection therewith.

The Common Seal of the Central  
Electricity Board was hereunto affixed  
in the presence of

*Archd. Lee* Chairman.

*Arthur Moore* Secretary & Solicitor.

The Corporate Seal of the Borough  
of Croydon was affixed hereto by order  
of the Council

*J. A. Humble* Mayor.

*J. A. Humble* Town Clerk.

Seal Register No. 6725



CORPORATION OF CROYDON.  
ENTERED IN  
Deed Book No. 28 page 329  
Reg. of Deeds No. 3 folio 210  
Deed Bundle 1279

Dated 11<sup>th</sup> October 1935.

THE CENTRAL ELECTRICITY  
BOARD

— TO —

THE CORPORATION OF CROYDON.

Conveyance

— OF —

a piece of land in Croham Valley Road, in the  
County Borough of Croydon.

sd with aff  
J.C.  
D.C. 30/10/35.