

THIS CONVEYANCE is made the 25th day of April 1972 BETWEEN

GEORGE MARCUS TOMLINE PRETTYMAN and THE HONOURABLE CAMILLA ELIZABETH PRETTYMAN his wife both of

Orwell Park House Nacton in the County of Suffolk and JOHN EMRYS LLOYD of Colts Kingwood Common
Henley on Thames in the County of Oxford (hereinafter called 'the Vendors') of the one part
And the BUCKLESHAM PARISH COUNCIL of 3 Levington Lane Bucklesham in the said County of
Suffolk (hereinafter called 'the trustees') of the other part –

WHEREAS the Vendors are used in fee simple in possession free from incumbrances of the
Hereditaments hereinafter described and have agreed to sell the same to the trustees at the
Price of One Thousand Pounds AND WHEREAS the trustees have requested the Vendors to convey the
Said hereditaments in the manner hereinafter appearing –

NOW THIS CONVEYANCE WITNESSETH that in pursuance of the said agreement and in consideration
Of the sum of One Thousand Pounds now paid by the trustees to the Vendors (the receipt whereof
The Vendors hereby acknowledge) the Vendors as trustees for the sale and in exercise of their
Statutory powers hereby convey unto the trustees ALL THAT piece or parcel of freehold land

Bucklesham in the County of (handwritten insert)

Situated in the Parish of / Suffolk being part of the Ordinance Survey Number 0046 on the Ordinance
Survey map for the said parish and containing an area of five acres of thereabouts ALL Which
Said land in fee the purpose of identification only shows coloured pink on the plan annexed
Hereto TOGETHER WITH the building to be erected there EXCEPTING AND RESERVING unto the
Vendors their successors in title and all persons authorised or deriving title under them –

- (i) The exclusive right of gathering and collecting game and eggs on the said land and the
Right to exterminate vermin in or under the said land TOGETHER WITH full power at all
Reasonable times of entering upon the said land and other rights usual and necessary for the
Due engagement and performance of such rights SUBJECT only to the provisions of the Ground
Game Act 1880 and the Ground Game (Amendments) Act 1908 and all rights thereby conferred –

*As would by virtue of section 62 of the Law of Property Act 1925 have passed on a conveyance to a of the
(handwritten insert)*

- (ii) All casements rights privileges and advantages over said land / for the benefit of the
Vendors neighbouring or adjoining land TO HOLD the same unto the trustees in fee simple

SUBJECT TO

- (a) The powers and provisions set out in the first schedule hereto –
- (b) The restrictive covenants stipulations and conditions contained in the second schedule Hereto –

2. THE trustees hereby covenant with the Vendors that the trustees and their successors in Title will within six calendar months from the date the said land ceases to be used for Agricultural purposes erect and forever maintain a chain link fence not less than Three feet six inches in height along the south and west boundaries of the said land as shown By the 'T' marks on the said plan such fence to be to the satisfaction of the agent for the Time being of the Vendors –

3. THE trustees hereby covenant with the Vendors that the trustees and their successors In title will observe and perform the said restrictive covenants stipulations and conditions So far as the same relate to the said land to the intent that this covenant shall be For the benefit of the whole of the Vendors Orwell Park Estate and each and every part Thereof and this covenant shall run with and bind the said land and each and every part thereof Into whosoever hands the same may come –

4. THE Vendors hereby acknowledge the right of the trustees to production of the deeds and Documents specified in the third schedule hereto and to delivery of copies thereof –

5. IT IS HEREBY CERTIFIED that the transaction hereby effected by this instrument does not Form part of a larger transaction or series of transactions in respect of which the Amount or value or the aggregate amount or value of the consideration exceeds Five thousand Five Hundred Pounds –

And trustees (handwritten insert)

IN WITNESS whereof the Vendors / have hereunto set their hands and seals and the trustees have caused its common seal to be hereunto affirmed the day and year first before written –

THE FIRST SCHEDULE

1. The property hereby conveyed (hereinafter called the trust property) shall be held UPON TRUST as a Community Centre for the use of a Community Association formed to promote the benefit of the inhabitants of Bucklesham and the neighbourhood (hereinafter called the area

Of benefit) without distinction of sex or of political religious or other opinions by the Advancement of education and the provision of facilities in the interests of social Welfare with the object of improving the conditions of life for the said inhabitants –

2. The management and controller of the trust property shall be vested in the council of The Bucklesham and Foxhall Community Association (hereinafter called 'the Council') and the Council will provide the trustees with sufficient funds to meet all such expenses in Connection with the trust property as the trustees may be liable for –

3. If the Council by a majority decides at any time that on the ground of expense or Otherwise it is necessary or advisable to discontinue the use of the trust property in whole Or in part for the purposes hereinafter indicated it shall call a meeting of all members of The Bucklesham and Foxhall Community Association and of the inhabitants of the area of Benefit over the age of eighteen years and upwards of which meeting not less than twenty-one Days notice (stating the terms of the resolution to be proposed thereat) shall be posted in a Conspicuous place or places in the area of benefit and if such decision shall be continued By a majority of those present and voting at such meeting all or any of the trust property May be let or sold with such consent as may be required by law –

4. the Council will indemnify and keep indemnified the trustees against all actions costs claims and demands arising out of the breach or non-observance of any of the said restrictive covenants stipulations and conditions.

THE SECOND SCHEDULE

1. Not to use the property hereby conveyed for any purpose whatsoever other than as a Recreation ground and playing field for the inhabitants of the village of Bucklesham –

2. No building which may be erected on the said property shall be used for any purpose other than for the sole benefit of the inhabitants of the said village and no trade business or manufacture whatsoever shall be set up or carried on on the said property or in any building erected therein –

3. Not to erect any building or other structure on the said property otherwise than in accordance with plans elevations and specifications which shall have been previously approved in writing by the Vendors' agents and not to commence any building operations on the said property until such consent has been obtained –
4. Not to erect or allow to be erected or placed on any part of the said property any caravans huts or structures of a like nature –
5. Not to erect or allow display any advertisements or notices on any part of the said property any fences but this clause shall not preclude the trustees from displaying notices or advertisements in connection with the sporting and social activities which may take place on the said property from time to time such notices and advertisements to be affixed to a properly constructed Notice Board to be erected on the said property the position of which shall be approved by the Vendors' agents –
6. Not to do or permit or suffer to be done any act or thing upon or about the said property Which shall or may grow to be an annoyance nuisance damage or disturbance to the Vendors Or the owners or occupiers for the time being of the said neighbouring land and premises Forming part of the Vendors' Orwell Park Estate –

THE THIRD SCHEDULE

11 th August 1926	Vesting Deed	Rt Hon. Orlando Earl of Bradford. Harold Marson Farrer (1) Rt. Hon. Ernest George Pretyman (2)
3 rd February 1932	Probate	Rt. Hon. Ernest George Pretyman.
29 th July 1932	Vesting Deed and Deed Of Discharge	Rt. Hon Earl of Bradford. H.M. Farrer (1) George Marcus Tomline Pretyman (2) Hon. Elizabeth Qurdon (3) Rt. Hon Robert Brumpton Qurdon. John Anthony Arnold-Forster (4)
10 th October 1942	Deed of Declaration	G.M. Pretyman. Hon. C.E. Pretyman (1) John Anthony Arnold-Forster (2) Ralph Sunderland Taylor. Henry Brace (3)
7 th December 1942	Deed of Discharge	J.A. Arnold-Forester R.S. Taylor. M Brace (1) G.M.T Pretyman (2)
30 th March 1962	Conveyance	G.M.T Pretyman (1) Hon. C.E. Pretyman & John Emrys Lloyd (2)

