



THIS DEED is made the *Twenty third* day of *May* One thousand nine hundred and thirty-nine
BETWEEN THE MAYOR ALDERMEN AND BURGESSES OF THE
BOROUGH OF EPSOM AND EWELL in the County of Surrey
(hereinafter called "the Corporation") of the first part
THE COUNTY COUNCIL OF THE ADMINISTRATIVE COUNTY OF SURREY
(hereinafter called "the Surrey Council") of the second part
and THE LONDON COUNTY COUNCIL (hereinafter called "the London
Council") of the third part and THE MAYOR ALDERMEN AND
BURGESSES OF THE BOROUGH OF SUTTON AND CHEAM (hereinafter
called "the Sutton and Cheam Corporation") of the fourth part
WHEREAS the Corporation with the approval of the parties
hereto of the second and third parts and in pursuance of
their statutory powers have purchased at a cost of Fifteen
thousand five hundred and twenty-nine pounds ALL THOSE
pieces or parcels of land having an area of twenty-six
decimal point six eight acres or thereabouts situate in the
Borough of Epsom and Ewell in the County of Surrey being part
of Nonsuch Park as the same are more particularly delineated
on the plan annexed hereto and thereon hatched green and are
hereinafter called "the Corporation lands" AND WHEREAS the
Surrey Council with the approval of the London Council the
Corporation and the Sutton and Cheam Corporation and in
pursuance of their statutory powers have purchased at a total
cost of One hundred and nineteen thousand four hundred and

sixty pounds ALL THOSE pieces or parcels of land having an area of two hundred and fifty-five acres or thereabouts situate in the Borough of Epsom and Ewell aforesaid being part of the said Nonsuch Park as the same are more particularly delineated on the said plan and thereon edged green and are hereinafter called "the Surrey lands" AND WHEREAS the Corporation and the Surrey Council are now respectively seised of the Corporation lands and the Surrey lands for an estate in fee simple absolute in possession subject as to the several parts thereof which are affected thereby to the exceptions reservations covenants and other matters contained in the three several Conveyances particulars whereof are set out in the Schedule hereto but otherwise free from encumbrances AND WHEREAS the London Council with the intent that the said lands should become Green Belt land within the meaning of the Green Belt (London and Home Counties) Act 1938 contributed the sum of Forty-nine thousand four hundred pounds (of which One thousand six hundred and twenty pounds has been paid to the Corporation and Forty-seven thousand seven hundred and eighty pounds to the Surrey Council) to assist the Corporation and the Surrey Council to effect such purchases and in consideration of the Corporation and the Surrey Council making the declaration and entering into the covenants contained in this Deed AND WHEREAS the Sutton

and Cheam Corporation contributed the sum of Twenty-five thousand and one hundred pounds towards the cost of the purchase of the said Surrey lands and are parties to this Agreement for the purposes hereinafter appearing NOW THIS DEED WITNESSETH as follows:-

1. THIS Deed is made in consideration of the aforesaid contributions (the receipt and payment whereof in manner aforesaid the Surrey Council and the Corporation hereby respectively acknowledge) by virtue of the powers conferred by the Public Health Acts 1875 to 1925 the Open Spaces Act 1906 the Town and Country Planning Act 1932 the Surrey County Council Act 1931 the Physical Training and Recreation Act 1937 and the Green Belt (London and Home Counties) Act 1938 and all other powers statutory or otherwise applicable in this behalf.
2. IN PURSUANCE of the provisions of the Green Belt (London and Home Counties) Act 1938 the Corporation (with the approval (hereby testified) of the Surrey Council) and the Surrey Council hereby severally declare the Corporation lands and the Surrey lands respectively to be part of the Green Belt round London.
3. TO the intent and so as to bind the Corporation lands and the Surrey lands respectively into whosoever hands the same may come the Corporation (with the like approval) and the Surrey Council hereby covenant as separate covenants

with the London Council and the Surrey Council in so far as the Surrey lands are affected hereby covenant with the Sutton and Cheam Corporation as follows:-

(1) That the Corporation lands and the Surrey lands respectively or any part thereof shall not at any time hereafter be used without the written consent of the London Council in so far as both the Corporation lands and the Surrey lands are affected and the Sutton and Cheam Corporation in so far as the Surrey lands are affected previously had and obtained for any purpose other than (a) a public open space within the meaning of the Open Spaces Act 1906 or (b) public walks and pleasure grounds within the meaning of the Public Health Acts 1875 to 1925 or (c) for such of the purposes for which a Local Authority may under Section 4(1) of the Physical Training and Recreation Act 1937 maintain land as provide for outdoor games or recreation.

(2) That no building shall at any time be erected on any part of the Corporation lands or the Surrey lands respectively other than a building which is ancillary to the purpose or purposes (authorised as aforesaid) for which the said lands, or the appropriate part thereof is for the time being used unless the consent thereto in writing of the Minister of Health and the London Council and the Sutton and Cheam

Corporation shall have been first had and obtained.

(3) That in permitting or allocating facilities for the use of the Corporation lands or the Surrey lands or any part thereof the Corporation and the Surrey Council shall not at any time make any discrimination between the inhabitants of Epsom and Ewell the inhabitants of Sutton and Cheam and the inhabitants of Surrey or of London and any other persons.

4. WITH the like intent and purpose the Corporation (with the like approval) and the Surrey Council hereby covenant as separate covenants with the London Council and the Sutton and Cheam Corporation respectively that the Corporation and the Surrey Council respectively will not without the written consent of the London Council in respect of both the Corporation lands and the Surrey lands and the Sutton and Cheam Corporation in respect of the Surrey lands first had and obtained grant or in any other manner accede to any application which may hereafter be made by any lessee or ~~tenant of the Corporation lands or of the Surrey lands~~ respectively or of any part thereof for the terms of his lease or tenancy to be waived or modified in such a manner as will permit the lands comprised in the lease or tenancy or any part thereof to be used (whether by such lessee or tenant or by any person authorised by him) in manner inconsistent with the provisions of Clause 3(1) hereof.

5. THE Corporation (with the like approval) and the Surrey Council hereby severally further covenant with the London Council and the Sutton and Cheam Corporation respectively that if at any time hereafter the Corporation and the Surrey Council respectively shall receive or become entitled to receive any sums for "betterment" under Section 21 of the Town and Country Planning Act 1932 from the owner or owners for the time being of lands adjoining or neighbouring to the Corporation lands or the Surrey lands respectively or to any of them for increase in value to such adjoining or neighbouring lands by reason of the covenants provisions and stipulations hereinbefore contained or if the Corporation or the Surrey Council shall at any time hereafter receive any sums by way of grant from the Board of Education under the provisions of the Physical Training and Recreation Act 1937 towards the expenses of the Corporation or the Surrey Council in acquiring those lands or any part thereof the Corporation and/or the Surrey Council as the case may be shall (subject in the case of betterment to the approval of the Minister of Health under Section 32 of the Town and Country Planning Act 1932) within one month of the receipt by it of any such sum pay to the London Council such a proportion of the sum so received as the sum of Forty-nine thousand and four hundred pounds now contributed by the London Council bears to the

total cost of One hundred and thirty-four thousand nine hundred and eighty-nine pounds and to the Sutton and Cheam Corporation such a proportion of any such sum received in respect of the Surrey lands as the sum of twenty-five thousand and one hundred pounds contributed by the Sutton and Cheam Corporation bears to the said sum of One hundred and nineteen thousand four hundred and sixty pounds.

IN WITNESS whereof the Corporation the Surrey Council the London Council and the Sutton and Cheam Corporation have caused their respective Common Seals to be hereunto affixed the day and year first before written.

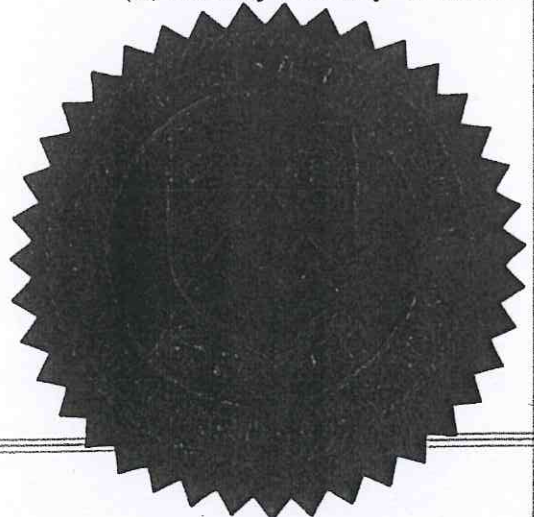
THE SCHEDULE above referred to.

<u>Date</u>	<u>Document</u>	<u>Parties</u>
20th December 1935	Conveyance	(1) The Gleeson Development Company Limited (2) Urban District Council of Epsom and Ewell
17th January 1936	Conveyance	(1) Charles Philip Goss (2) Urban District Council of Epsom and Ewell
30th April 1937	Conveyance	(1) Philip Nelson-Ward, C.V.O. and Hugh Robert Macdonald Farmer (2) Surrey County Council

K-206
THE COMMON SEAL of the Mayor)
Aldermen and Burgesses of the)
Borough of Epsom and Ewell)
was hereunto affixed in the)
presence of:-

P. W. Wainwright

Town Clerk.



THE COMMON SEAL of the)
County Council of the)
Administrative County)
of Surrey was hereunto)
affixed in the presence)
of)

Philip Henshaw

Chairman of the Council

George F. Rogers

Deputy Clerk of the Council

SEALED BY ORDER.

[Signature]
Clerk of the Council.



THE COMMON SEAL of the
Mayor Aldermen and
Burgesses of the Borough
of Sutton and Cheam was
hereunto affixed in the
presence of:-

John J. Gossens

Mayor.

H. B. Dyer

Town Clerk.

