

“Hollingsworth Deed of Gift”

THIS CONVEYANCE OF SALE AND DEED OF GIFT made the 10th day of January 1929 between William George Everitt of Broad House, Oulton Broad, Lowestoft in the County of Suffolk gentleman and Ernest Ivens Watson of 32 Prince of Wales Road in the city of Norwich solicitor doctor of Laws (hereinafter called “the Vendors”) of the first part Howard Hollingsworth of Lowestoft aforesaid esquire (hereinafter called “the Purchaser”) of the second part and the Mayor Alderman and Burgesses of the Borough of Lowestoft in the County of Suffolk (hereinafter called “the Corporation”) of the third part WHEREAS the Vendors are seised of the hereditaments hereinafter described and hereby assured for an estate in fee simple in possession free from encumbrances nevertheless upon trust for sale AND WHEREAS the Vendors have agreed with the purchaser for the sale to him of the said hereditaments hereby assured at the price of £10,584.00 AND WHEREAS the Purchaser has purchased the said hereditaments for the purpose of presenting them as a gift to the Corporation for the purposes of an open space or park upon the conditions hereinafter referred to and has accordingly requested the Vendors convey the property in the manner hereinafter appearing which they have agreed to do NOW this Conveyance on sale and deed of gift made in pursuance of the said agreements and in consideration of the sum of £10,584.00 now paid by the Purchasers to the Vendors (the receipt whereof is hereby acknowledged) WITNESSETH as follows:-

1. THE Vendors as Trustees in exercise of the said trusts of sale and at the request and by the direction of the Purchaser hereby grant and convey unto the Corporation FIRST ALL THOSE pieces of land (a small portion thereof situate in the north east being wholly or partly covered with water) known as Broad House State, Oulton Broad aforesaid shown on the plan hereto annexed and thereon edged with red TOGETHER with all the roads or backways leading out of the road called Everitt Road AND ALSO ALL the land and reed beds at times wholly or partially covered with water shown on the said plan and lying between the blue line thereon and the red line edging the piece of land hereinbefore assured AND also ALL others (if any) the land forming part of the Broad House Estate which on the date of the death of Henry Reeve Everitt on the 28th day of June last was vested in the said William George Everitt and Henry Reeve Everitt or either of them SAVE AND EXCEPT out of the Conveyance hereby made the small piece of land shown on the said plan and coloured green part thereof being wholly or partially covered with water and Also all that piece of land together with the messuage dairy and other buildings erected thereon or on some part thereof and are known as the Ivy Farm Dairy Bridge Road Oulton Broad Lowestoft aforesaid and more particularly delineated and described on the plan hereto annexed thereon coloured blue TOGETHER with all such right title and estate as the Vendors have in or over any part of the water known as Oulton Broad other than that herein before assured AND together also with all buildings belonging to the Vendors in any part of the said land whether permanently affixed or not reserving nevertheless to the vendors and their successors in title owners

and occupiers for the time being of all or any part of the piece of land situated to the West of the Property hereby conveyed and coloured green on the said plan and all other persons with their permission going to and from the said piece of land or any part thereof free and uninterrupted right from time to time at all times hereafter and for all purposes to go return pass and unpass with or without horses and vehicles and from and to Bridge Road Oulton Broad Lowestoft aforesaid across through and over the Property hereby conveyed and to and from any part of the said piece of land.

SECONDLY ALL THAT yearly rent or sum of 3 pounds 12 shillings and 6 pence payable by the Barnby Oulton and Carlton Drainage Board for rights in respect of the land spring drain passing through the said land hereby firstly assured or some part thereof

AND THIRDLY THE following perpetual yearly ground rents or rent charges namely:-

- (i) 14 pounds per annum issuing out of the shop houses and premises marked A on the said plan.
- (ii) 10 pounds per annum issuing out of the shop houses and premises marked B on the said plan.
- (iii) 1 pound 10 shillings issuing out of the house and premises marked C on the said plan.
- (iv) 1 pound 10 shillings issuing out of the house and premises marked D on the said plan.
- (v) 12 pounds issuing out of the shops houses and premises marked E on the said plan.

TO HOLD the same unto the Corporation for an estate in fee simple subject to the existing tenancies effecting the same or any part thereof and subject as to the said roads and backways to all rights of way over or drainage under the same granted to the estate owners of the said properties marked A, B, C, and D on the said plan and also subject to the rights (if any) vested in the estate owners of the said properties marked C and D of drainage into a cesspool near the said land spring drain TO THE INTENT that the said pieces of land hereinbefore assured may be forever hereinafter used as a park or fun space to be known as "The Nicholas Everitt Park" for the recreation of inhabitation of or visitors to Lowestoft and the neighbourhood whom the conditions specified in the first schedule hereto.

2. THE Corporation so far as it legally can or may hereby covenants with the purchaser his executors administrators and assigns to observe and perform the conditions specified in the first schedule hereto so far as it shall be lawful and within the power of the corporation to do.

3. THE Vendors hereby acknowledge the right of the Corporation to the production of the documents specified in the second schedule hereto possession of which is retained by them and to delivery of copies thereof.

IN WITNESS whereof the Vendors and the Purchasers have hereunto set their hands and seals and the Corporation have caused their common seal to be hereunto affixed this day and year first before written.

THE FIRST SCHEDULE above referred to

1. THE said piece of land hereby assured shall forever hereafter be known by the name of "The Nicholas Everitt Park" and shall be used as an open space for the recreation of the inhabitants and visitors to Lowestoft and to the neighbourhood in such a way (so far as may be) to maintain and improve the amenities of Oulton Broad aforesaid.
2. THE control and maintenance of the park shall be in the parks and properties committee of the Lowestoft Borough Council who shall as far as they properly may consult the chairman for the time being of the Oulton Broad Joint Committee and the Purchaser or after his death one of his nephews (Stafford, John or Gerald Born) before coming to any final decision on any important matter relating to the said park.
3. THE park shall be at all times free of all political and religious controversy and no political or religious meeting of any kind shall be held thereon.
4. REASONABLE facilities shall be given for general sports and recreation in the park on all days including Sundays.
5. PROPER precaution shall be taken for preventing unnecessary noise and the depositing of refuse and no refuse, oil and matter in those parts of the said Broad hereby assured.
6. NO roundabouts or other noisy machines should be allowed in the park;
7. THE Corporation shall every year apply to the justices for 7 days music licence and if granted for that or a less period the Corporation shall provide a band to play in the park during the season care being taken not to interfere with divine service on Sundays.
8. IF possible the Lowestoft and Oulton Broad branch of the British Legion shall be permitted to use a room in the house standing on the park one day per week free of charge;
9. THE Corporation shall use their utmost endeavours to make such arrangements as may be necessary to facilitate in every reasonable way yacht racing and other water sports on the Broad.

10. NO buildings shall be erected in the park except such as shall be absolutely necessary or desirable to improve the amenities thereof.
11. THE Corporation shall not at any time sell any part of the park.
12. THE Corporation shall not for more than 12 days in the year no more than 2 days in any week make any charge for entrance to the park.
13. ALL capital profits derived from the park and building come accruing to the Corporation from the property hereby assured shall be utilised for improving the park and waters of the Broad and for no other purposes.

The SECOND SCHEDULE above referred to Probate dated 21st day of February 1914 of the Will and Codicils of William Spencer Everitt who died on the 26th Day December 1913.