

DATED

7th August

1987

MR. AND MRS. V.G. KEECH

-to-

MR. AND MRS. R.S. GARDINER

CONVEYANCE

-of-

LAND ADJOINING

83 New Road
Great Wakering
EssexNIGEL R PREVOST
6 WARRIOR SQUARE
SOUTHEND ON SEA
ESSEX
SS1 2JF

RECEIVED

20.08.2013

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THIS CONVEYANCE is made the

Seventh day of August

One Thousand Nine Hundred and Eighty Seven BETWEEN VICTOR

GEORGE KEECH and MARION ELSIE KEECH both of 83 New Road Great

Wakering in the County of Essex (hereinafter called "the Vendors")

of the one part and ROBERT STEPHEN GARDINER and LORAIN VIVIENNE

GARDINER both of 77 New Road Great Wakering in the said County

of Essex (hereinafter called "the Purchasers") of the other part

W H E R E A S The Vendors are seised (inter alia) of the

property hereinafter described for an estate in fee simple in

possession free from encumbrances and have agreed with the

Purchasers for the sale thereof to them at the price of

TWELVE THOUSAND FIVE HUNDRED POUNDS £12,500.00

NOW THIS DEED WITNESSETH as follows:-

1. IN consideration of the sum of TWELVE THOUSAND FIVE HUNDRED
POUNDS £12,500.00 now paid by the Purchasers to the Vendors

the receipt whereof the Vendors hereby acknowledge) the Vendors

as Beneficial Owners HEREBY CONVEY unto the Purchasers ALL THAT

freehold piece or parcel of land presently forming part of the

garden of 83 New Road Great Wakering aforesaid comprising part

of the land described in a Conveyance dated the Twentieth day

of February One Thousand Nine Hundred and Seventy Six and made

between Vincent Raymond Poulton of the one part and the Vendors of

the other part (hereinafter called "the said Conveyance") as the

same is more particularly delineated on the plan annexed hereto

and thereon edged red EXCEPTING AND RESERVING unto the Vendors out

of the property hereby conveyed for the benefit of the retained

land of the Vendors:-

(1) The right to use for all proper purposes connected with the

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document is a true copy of the document of which
it purports to be a copy.

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41 VICTORIA AVENUE

SOUTHEND-ON-SEA

land and any sewers drains watercourses pipes cables wires or other channels conductors now laid in under or over the land hereby agreed to be sold with power at any time to enter thereupon for the purpose of repairing renewing maintaining inspecting or cleansing the same (the Vendors and their successors in title paying a fair and proper proportion of the cost of maintaining any such as may be used in common

(2) All rights of drainage light water and all liberties privileges and advantages now used or enjoyed therewith by the retained land (whether there is quasi easements or otherwise and whether or not continuous apparent or reasonably necessary) TO HOLD the same unto the Purchasers in fee simple as Beneficial Joint Tenants ⁷ SUBJECT TO the right of way over the footpath on the west side of the land hereby conveyed as indicated by the dotted line on the plan annexed to the said Conveyance and thereon marked "FP"

2. The Purchasers hereby jointly and severally covenant with the Vendors to the intent that the burden of such covenant may run with and bind the land hereby conveyed and every part thereof and that the benefit of such covenants may be annexed to and run with the retained land and every part thereof to observe and perform the following stipulations:-

(i) Not without the prior written consent of the Vendors or their successors in title owners for the time being of the retained land to erect or allowed to be erected on the land hereby conveyed any building that requires planning permission from the Local Authority without previously obtaining the

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document is a true copy of the document of which
it purports to be a copy.

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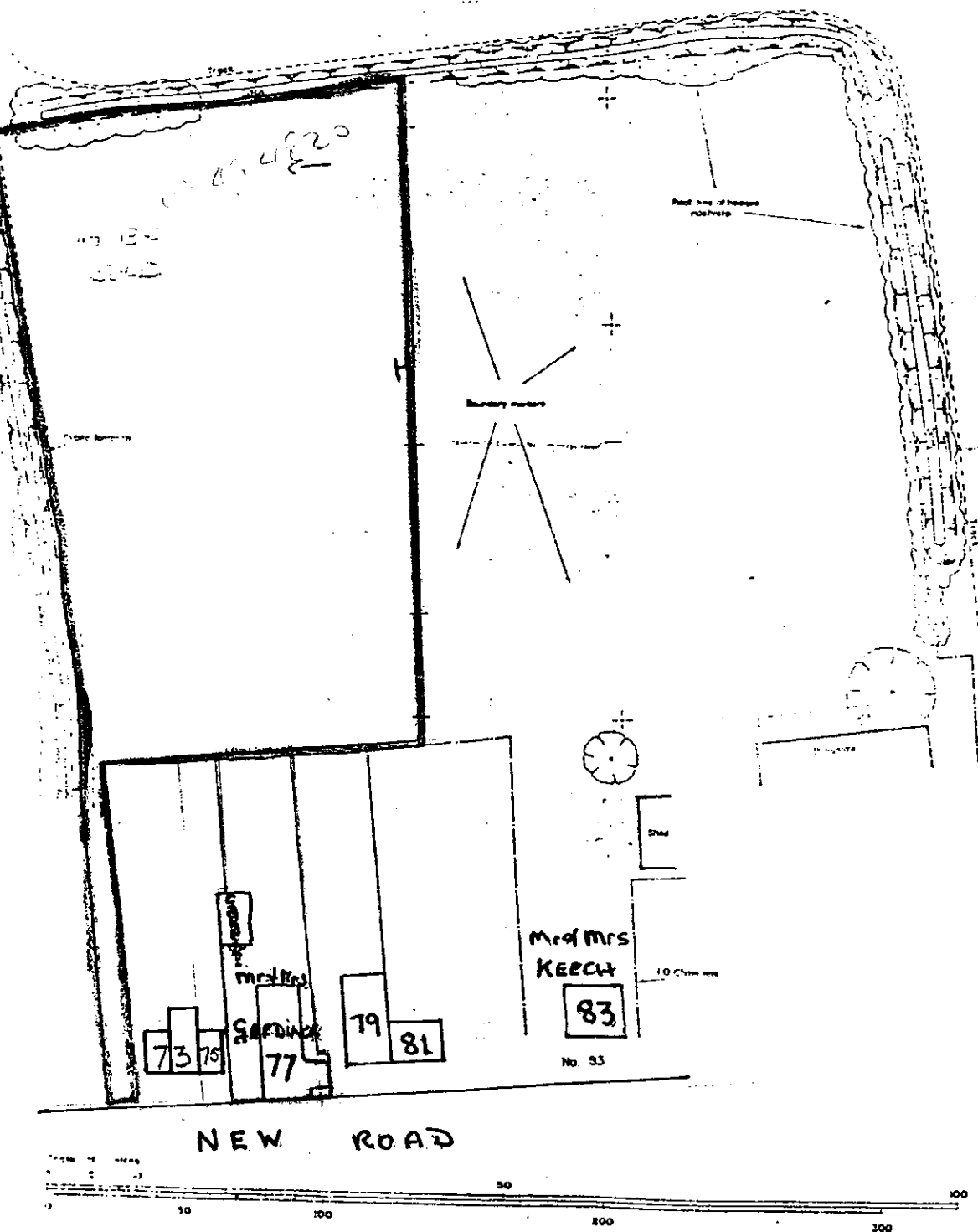
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the approval of the Vendors to the plans of the proposed building structure.

(ii) Forwith to erect and forever after maintain a chainlink fence not less than 5 ft. in height along the boundary between the land hereby conveyed and retain the land

(iii) Not to do or allow to be done on the land hereby agreed to be sold anything which may be or grow to be a nuisance or annoyance to the Vendors or their successors in title owners for the time being of the retained land.

3. The Purchasers hereby declare that:-

(a) They are joint tenants in equity

(b) The Trustees for the sale of the property hereby conveyed shall have powers to deal with it equal to those of a sole beneficial owner and

(c) The survivor of the Purchasers shall become the sole legal and Beneficial Owner of the property hereby conveyed and any person dealing with the survivor may assume this unless a notice to the contrary appears on this Deed

4. IT IS HEREBY AGREED AND DECLARED that the Purchasers and their successor in title shall not by virtue of this Deed acquire any right of light or air which would prejudice the free use and enjoyment of the retained land of the Vendors for building or other purposes and that any enjoyment of light or air had by the Purchasers or their successors in title from or over the retained land of the Vendors shall be deemed to be had by the consent (hereby given) of the Vendors

5. The Vendors hereby acknowledge the right of the Purchasers

and their successors in title to the production of the Title Deeds and Documents contained in the schedule and to the delivery of the copies thereof and undertakes with the Purchasers and their successors in title for the safe custody of the Title Deeds and Documents which the Vendors retain as relating to the retained land owned by them

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 amount or value or the aggregate amount or value of the consideration exceeds THIRTY THOUSAND POUNDS (£30,000.00)

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first before written

THE SCHEDULE

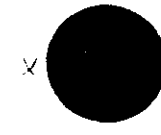
20th February 1976	CONVEYANCE	V.R. Poulton	(1)
		V.G. & M.E. Keech	(2)
20th February 1976	MORTGAGE	V.G. & M.E Keech	(1)
		Abbey National Building Society	(2)

SIGNED SEALED and DELIVERED by the)
said VICTOR GEORGE KEECH in the)
presence of:-)

AmVann.
93a New Rd
Gt. Wakerling
SS3 0AR

College lecturer.

[Signature]



Deeds

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(1)

(2)

(1)

18

(2)

SIGNED SEALED and DELIVERED by the)
said MARION ELSIE KEECH in the)
presence of:-)

M. E. Keech. x

M. E. Keech.

93A New Rd

Gr. Woking

SS3 OAR

College lecturer

SIGNED SEALED and DELIVERED by the)
said ROBERT STEPHEN GARDINER in)
the presence of:-)

R. S. Gardiner

1) Sign:- J. H. Simpson
2) Address:- 42 Kensington Rd
Southend-on-Sea
Essex

3) Occupation:- Housewife.

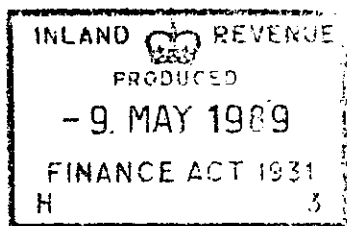
SIGNED SEALED and DELIVERED by the)
said LORRAINE VIVIANNE GARDINER)
in the presence of:-)

L. V. Gardiner

1) Sign:- J. H. Simpson
2) Address:- 42 Kensington Rd
Southend-on-Sea
Essex

3) Occupation:- Housewife

SET 1
of 4



We hereby certify that the within written copy document is a true copy of the document of which it purports to be a copy.

Jefferys
JEFFERIES Solicitors

129 Hamlet Court Road, Westcliff-on-Sea

THIS CONVEYANCE is made the 5th day of May One Thousand Nine Hundred and Eighty - Nine BETWEEN VICTOR GEORGE KEECH and MARION ELSIE KEECH both of 83 New Road Great Wakering in the County of Essex (hereinafter called "the Vendors") of the one part and ERNEST MALCOLM VANN and ANN MARION VANN both of 93a New Road Great Wakering aforesaid (hereinafter called "the Purchasers" of the other part)

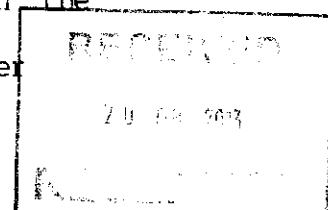
WHEREAS

The Vendors are seised (inter alia) of the property hereinafter described for an Estate in fee simple in possession free from encumbrances and have agreed with the Purchasers for the sale thereof to them at the price of FIVE THOUSAND POUNDS (£5,000)

NOW THIS DEED WITNESSETH as follows:-

1. IN consideration of the sum of FIVE THOUSAND POUNDS now paid by the Purchasers to the Vendors (the receipt whereof the Vendors hereby acknowledge) the Vendors as Beneficial Owners HEREBY CONVEY to the Purchasers ALL THAT freehold piece or parcel of land presently forming part of the garden of 83 New Road Great Wakering aforesaid comprising part of the land described in a Conveyance dated 20th February 1976 and made between Vincent Raymond Poulton of the one part and the Vendors of the other part (hereinafter called the "said Conveyance") as the same is more particularly delineated on the plan annexed hereto and thereon edged yellow (except and reserving unto the Vendors out of the property hereby conveyed for the benefit of the retained land of the Vendor:-

1) The right to use for all proper purposes connected with the land any sewers drains water courses cables wires or other



channels or conductors now laid in under or over the land hereby conveyed with power at any time to enter there upon for the purpose of repairing renewing maintaining inspecting or cleansing the same (the Vendors and their successors in Title paying a fair and proper proportion of the cost of maintaining any such as may be used in common)

2) All rights of drainage light water and all liberties privileges and advantages now used or enjoyed therewith by the retained land (whether as quasi easements or otherwise and whether or not continuous apparent or reasonably necessary) 7

TO HOLD the same unto the Purchasers in fee simple as Beneficial Joint Tenants

2. The Purchasers HEREBY JOINTLY AND SEVERALLY covenant with the Vendors to the intent that the burden of such covenant may run with and bind the land hereby conveyed and every part thereof and that the benefit of such covenants may be annexed to and run with the retained land and every part thereof to observe and perform the following stipulations.

i. Not without the prior written consent of the Vendors or their successors in Title owners for the time being of the retained land to erect or allow to be erected on the land hereby conveyed any building that requires planning permission from the local Authority without previously obtaining the approval of the Vendors to the plans of the proposed building structure.

ii. To forever after maintain a fence of not less than one metre in height along the boundary between the land hereby conveyed and the retained land.

30.2 m

46.9 m

78.0 m

74.1 m

Track

Ditch

Root line of hedgerows
relative

73.9 m

77.1 m

Boundary markers

73.2 m

75.6 m

Track

Ditch

Public footpath

Hedge

71.2 m

74.3 m

Plot 3

Bungalow

8.1 m

39.1 m

Shed

Plot 2

22.0 m

Plot 1

1.0 m Drain ditch

37.8 m

iii. Not to do or allow to be done on the land hereby conveyed anything which may be or grow to be a nuisance or annoyance to the Vendors or their successors in Title owners for the time being of the retained land.

3. The Purchasers hereby declare that:-

a. They are Joint Tenants in equity.

b. The Trustees for the sale of the property hereby conveyed shall have powers to deal with it equal to those of a sole beneficial owner.

c. The survivor of the Purchasers shall become the sole legal and beneficial owner of the property hereby conveyed and any person dealing with the survivor may assume this unless a notice to the contrary appears on this Deed.

4. It is hereby agreed and declared that the Purchasers and their successors in Title shall not by virtue of this Deed acquire any right of light or air which could prejudice the free use and enjoyment of the retained land of the Vendors for building or other purposes and that any enjoyment of light or air had by the Purchasers or their successors in Title from or over the retained land of the Vendors shall be deemed to be had by the consent (hereby given) of the Vendors.

5. The Vendors hereby acknowledge the right of the Purchasers and their successors in Title to the production of the Title Deeds and documents contained in the schedule hereto and to the delivery of the copies thereof and undertake with the Purchasers and their successors in Title for the safe custody of the Title Deeds and documents which the Vendors retain as relating to the retained land owned by them.

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 amount or value or the aggregate amount or value of the consideration exceeds THIRTY THOUSAND POUNDS (£30,000)

IN WITNESS whereof the Parties hereto have hereunto set their hands and seals the day and year first above written

THE SCHEDULE

Date	Document	Parties
20.02.76	Conveyance	V.R. Poulton (1) V.G. & M.E. Keech (2)
20.002.76	Mortgage	V.G. & M.E. Keech (1) Abbey National B.S. (2)

SIGNED SEALED and DELIVERED by the)
said VICTOR GEORGE KEECH
in the presence of :-

S. Bailey
Susan P. Bailey BSc PSD MIQPS
19 ST GEORGES DRIVE
WESTCLIFF-ON-SEA
ESSEX SSO OSS

SIGNED SEALED and DELIVERED by the)
said MARION ELSIE KEECH
in the presence of :-

S. Bailey
Susan P. Bailey BSc PSD MIQPS
19 ST GEORGES DRIVE
WESTCLIFF-ON-SEA
ESSEX SSO OSS

SIGNED SEALED and DELIVERED by the)
said ERNEST MALCOLM VANN)
in the presence of :-)



Mary Liddas (Lecturer)
105 Green Lane
Eastwood
Leigh-on-Sea
Essex

SIGNED SEALED and DELIVERED by the)
said ANN MARION VANN)
in the presence of :-)



Mary Liddas (Lecturer)
105 Green Lane
Eastwood
Leigh-on-Sea
Essex

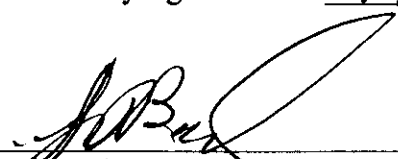
**GENERAL AFFIDAVIT
BEFORE COMMISSIONER OF OATHS**

I, STEPHEN JAMES BRIDGE ("Declarant"), am a resident of 73 New Road, Great Wakering, Essex SS30AR

_____, and do hereby certify, swear or affirm, and declare that I am competent to give the following declaration based on my personal knowledge, unless otherwise stated, and that the following facts and things are true and correct to the best of my knowledge (*insert facts*):

I have been living at 73 New Road, Great Wakering since 1988 and can confirm that all the land to the rear of 83 New Road has been used as a residential garden since at least this time. The owners kept it tidy. They also had a caravan in the garden that was used as a summerhouse.

WITNESS my signature this 19th day of August 2013 (year and month).



Signature of Declarant

SWORN AT: 198 The Broadway on the 19th day of August 2013
Thorpe Bay, Essex

Before me,



(Solicitor or Commissioner of Oaths)

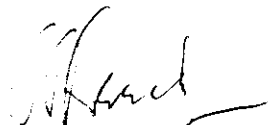
ANDREW HURRELL
Solicitors & Notary Public
198 The Broadway,
Thorpe Bay
Essex, SS1 3EU

193 Orchard Way
Wymondham
Norfolk
NR18 0NZ

To whom it may concern

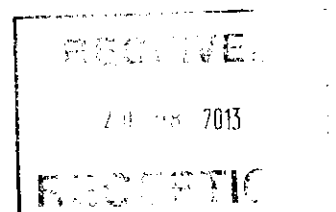
Being the former owners of 83 New Road, Gt Waking, SS3 0AR, I confirm that all the land to the rear of the bungalow was used as residential garden since 1980.

Mr & Mrs Keech


Mr. Keech

Dated:-

12. 8. 2013



12.8.13

173 Orchard Way
NR 18 0NZ

Dear Mr & Mrs Longworth;

It was our pleasure to sign your letter,
& hope all goes well with it. The
plot has definitely been used as a
garden since 1980.

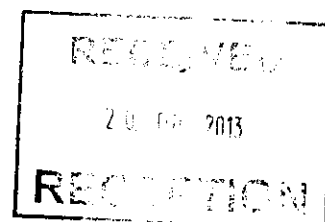
Our daughter had the adjoining
back-property built, (it was only a
bungalow then). When she sold it the
same problem occurred, a letter similar
to yours was sent to the Council, it took
a few weeks, but garden status was
accepted.

Did you know it is written in the
deeds that neighbours each side of
the plot cannot erect a building
without your permission. We had
that clause inserted when we sold
some of the land, & left the clause
in when you purchased.

Very best wishes to you both

Good luck

Vic & Maizie Reed.





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Google earth

Google earth

feet
meters



GOOGLE DATE 31-12-99
IMAGE DATE 01-01-99
VIEW FROM THE WEST

COPY 1 of 4





Google earth

feet
meters



GOOGLE DATE 31-12-99 COPY 1 of 4
IMAGE DATE 01-01-99
VIEWED FROM THE SOUTH

Google earth

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Google earth

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IMAGE DATE 01-01-05
VIEW FROM THE WEST

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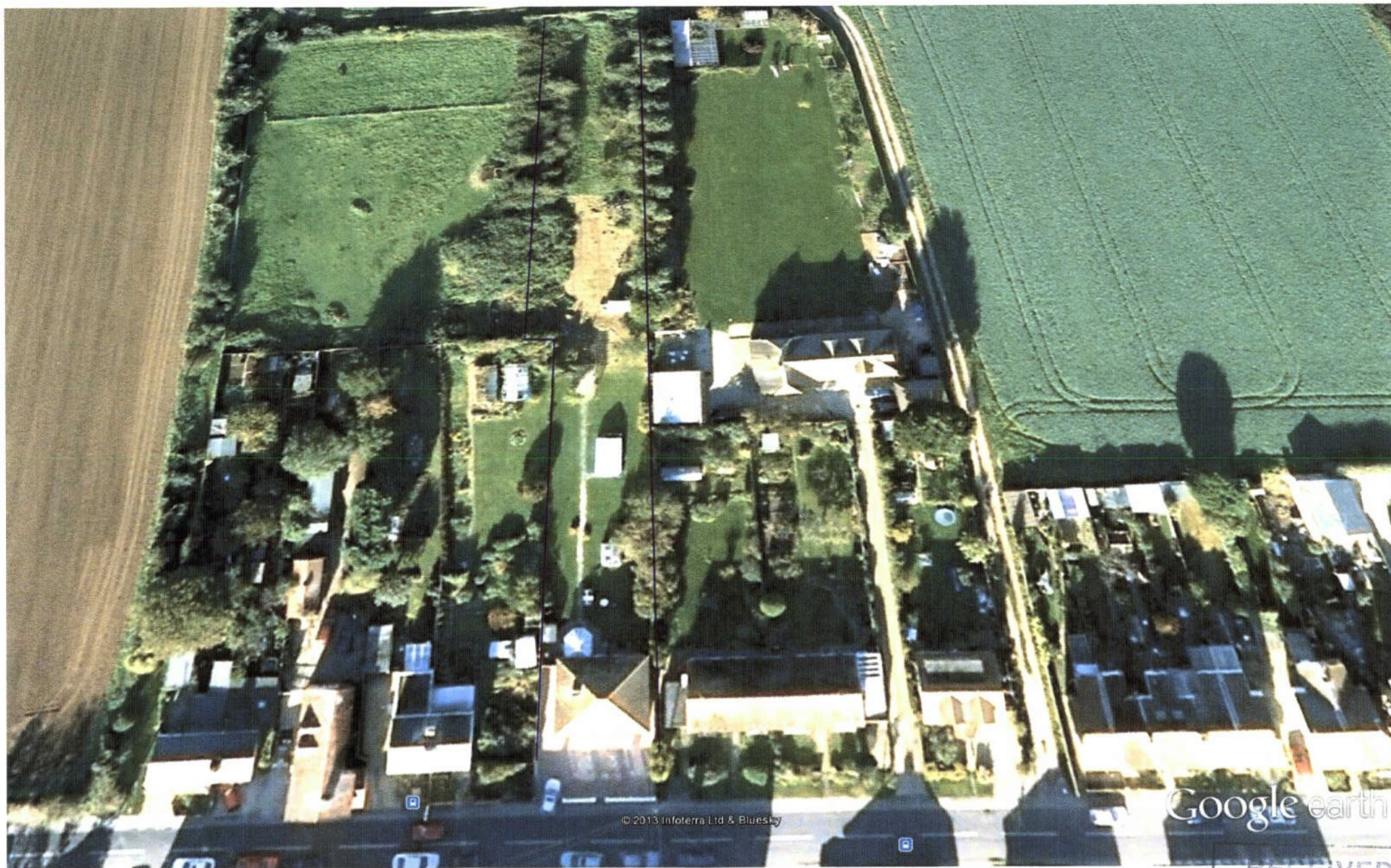
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GOOGLE DATE 31.12.05
IMAGE DATE 01-01-05
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COPY 1 of 4





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IMAGE DATE 9-10-06
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20.09.2013

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IMAGE DATE 01-01-09
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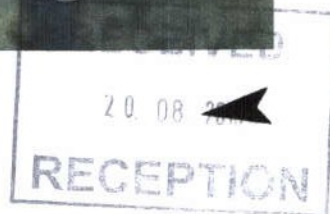




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Google earth

Google earth

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IMAGE DATE 01-01-09
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