



is made the *First* day of

*May*

One thousand nine hundred and sixty four BETWEEN CHARLES

LEONARD FOWLER of Rosemary Cottage Wall Lane Brading in the Isle of Wight HAROLD  
CLARENCE RAYNER of "Harmarlet" New Road Brading aforesaid HAROLD REGINALD  
NEWMAN of High Street Brading aforesaid ALBERT EDWARD ARNOLD of "Shirley" Bull  
Ring Brading aforesaid and THOMAS EDGAR REYNOLDS of Warbridge Farm Adgestone in  
the said Isle the present Trustees of the Brading Town Trust (hereinafter called "the  
Lessors" which expression where the context admits includes the persons from time to  
time entitled in reversion expectant on the term hereby granted) of the first part  
THE OFFICIAL TRUSTEE of CHARITY LANDS (hereinafter called "the Official Trustee") of the  
second part and THE RURAL DISTRICT COUNCIL of the Isle of Wight whose office is at 30  
Pyle Street Newport in the said Isle (hereinafter called "the Lessee") of the third part.  
WITNESSETH that in consideration of the rent hereinafter reserved and the covenants on  
the part of the Lessee hereinafter contained and in exercise of the powers for this  
purpose conferred by Section 29 of the Settled Land Act 1925 and of all other powers  
as follows:-

1. The Lessors hereby demise and the Official Trustee acting by the Lessors hereby  
demises and confirms unto the Lessees ALL THOSE pieces or parcels of land fronting onto  
West Street at Brading in the Isle of Wight and for the purpose of identification only  
delineated on the plan annexed hereto and thereon edged with the colour pink TO HOLD  
unto the Lessees for the term of twenty one years from the *First* day of  
*May* One thousand nine hundred and sixty four Yielding and Paying therefore  
during the said term the yearly rent of One Pound on the *First* day of  
*May* in each year clear of all deductions (except Landlords property tax  
and tithe redemption annuity if any).

2. The Lessee hereby covenants with the Lessors as follows:-

- (1) To pay the said rent hereby reserved at the time and in manner aforesaid.
- (2) To pay and discharge all rates taxes duties and assessments (other than land tax  
and tithe redemption annuity) and all charges whatsoever whether parliamentary parochial  
or of any other description which now are or during the said term shall be imposed or  
charged on the said property.
- (3) To insure and keep insured at all times during the said term all buildings and works  
now or at any time hereafter built on the said property and the bus shelter hereinafter  
mentioned against loss or damage by fire on the full value thereof in the joint names of the  
Lessor and the Lessee with the Municipal Mutual Insurance Company Limited and to pay all  
premiums necessary for the purpose within seven days after the same shall become due  
and whenever required to produce to the Lessor the policy of such insurance and the  
receipt for the last premium for every such insurance and in case of damage or destruction

R25



by fire to forthwith lay out the insurance money in rebuilding or making good the damage  
PROVIDED AS FOLLOWS:-

- (i) If the said money shall be insufficient to repair or make good the whole loss or damage the lessee shall expend any further money required in rebuilding and reinstating the buildings or works so destroyed or damaged in accordance with the original plans and elevations thereof subject to such variations (if any) as may be agreed:
- (ii) If any of the buildings and works shall not be kept insured as aforesaid the Lessee may insure the same and pay the premiums and the amounts thereof shall be repaid by the Lessee and in the meantime shall be a charge on the premises and be recoverable by distress as for rent in arrear.
- (4) Not to assign, charge, underlet or part with possession of the premises or any part thereof without the written consent of the Lessor (previously obtained) but such consent shall not be unreasonably withheld.
- (5) At all times during the said term to keep the premises and the buildings hereinafter mentioned to be erected on the forecourt to the New Town Hall (including all fixtures and additions thereto) in good and substantial repair and condition and deliver up the same in such good and substantial repair and condition to the Lessor at the expiration or sooner determination of the said term.
- (6) Forthwith to proceed at the expense of the Lessees to lay out a car park on the piece or parcel of land fronting on to West Street aforesaid and to erect on the forecourt to the New Town Hall fronting on to the Bull Ring aforesaid a bus shelter in accordance with the situation plans and specifications thereof annexed hereto and signed by the Lessors and the Lessee.
- (7) At all times hereafter to keep the said car park and the bus shelter and the forecourt fronting on the Bull Ring in a clean and tidy manner and free from rubbish and litter.
- (8) After the completion of the same works to carry out and complete to the satisfaction of the Lessors all such work as may be necessary so as to leave the remaining parts of the forecourt to the New Town Hall in an even and safe condition for pedestrian traffic.
- (9) At its own cost to execute all such sanitary and other works (if any) as may from time to time lawfully require to be executed whether by the owner or occupier, upon or in respect of the premises, in order to abate a nuisance or for any other purpose under any statutory provision in that behalf.
- (10) Not at any time to erect or put up any building or fence on the demised premises which will interfere with the free access of light and air to the windows of the adjoining premises.
- (11) Not at any time during the continuance of the term hereby granted to erect any additional buildings or erections or make any addition to or alteration in the structure of existing buildings or make any material change in the user of the demised premises or any part thereof without the consent in writing of the Lessor first had and obtained.
- (12) Not to obstruct or allow the obstruction by motor vehicles carts bicycles or motor



bicycles or any other vehicle or object of the existing footpath on the western side of the said New Town Hall and to erect a low wall or railing to the satisfaction of the Lessors between the points B - J shown on the said plan to prevent such obstruction as aforesaid.

3. The Lessor hereby covenants with the Lessee that the Tenant paying the rent hereby reserved and observing and performing the covenants and conditions herein contained and on the part of the Lessee to be observed and performed shall and may peaceably and quietly possess and enjoy the premises hereby demised during the said term without any lawful interruption from or by the Lessor or any person rightfully claiming from or under him.

4. The Lessees will be responsible for the payment of the costs and disbursements of the Lessor's Solicitors of and in connection with the preparation of this Lease and the Counterpart thereof.

5. 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 the sum of Four Thousand Five Hundred Pounds.

IN WITNESS whereof such a majority of the Trustees as is provided by Section 12 of the Charitable Trusts Act 1869 in execution of the power conferred upon them by Section 29 of the S. L. Act 1925 and in the name and on behalf of the Official Trustee and of the Trustees have hereunto set their hands and seals and the Lessee has caused its Common Seal to be hereunto affixed the day and year first hereinbefore written.

SIGNED SEALED AND DELIVERED by the said )  
CHARLES LEONARD FOWLER in the )  
presence of:-

SIGNED SEALED AND DELIVERED by the said )  
HAROLD CLARENCE RAYNER in the presence )  
of:-

SIGNED SEALED AND DELIVERED by the said )  
HAROLD REGINALD NEWMAN in the )  
presence of:-

SIGNED SEALED AND DELIVERED by the said )  
ALBERT EDWARD ARNOLD in the )  
presence of:-



SIGNED SEALED AND DELIVERED by the said }  
THOMAS EDGAR REYNOLDS in the }  
presence of:-

SIGNED SEALED AND DELIVERED by the said }  
OFFICIAL TRUSTEE OF CHARITY LANDS in the }  
presence of:-

THE COMMON SEAL of THE ISLE OF WIGHT RURAL }  
DISTRICT COUNCIL was hereto affixed in the }  
presence of:-



1944

*Fred<sup>rs</sup> F. Hollis*  
Chairman.

Clerk.

*R. B. B. B. B.*

SMITHY





Chairman *J. M. J. Hollis*  
Clerk *R. H. Reales*



# SPECIFICATION

of

## PROPOSED CAR PARK & BUS SHELTER BULL RING, BRADING

Public Health Department,  
30, Pyle Street,  
NEWPORT,  
Isle of Wight.

December, 1963:

### 1. GENERAL

The work consists of taking down a wall on the West Street boundary of the Town Hall, Brading, and

- (a) surfacing the area for use as a car park:
- (b) opening up the frontage area of the Town Hall:
- (c) the erection of a bus shelter.

### 2. Demolition

Take down the stone wall A.B.C. and store materials on site for future use.

Take down Air Raid shelter and use salvaged rubble for base of car park.

Take down iron railings and gates from AD to DL.

3. Allow provisional item of £25.0.0. if required, for temporary surfacing works in front of bus shelter to footpath, pending road and paving improvement scheme to be carried out by Highways Department, Isle of Wight County Council.

### Car Park (Area edged in red)

- 4. Remove top soil to a depth of 9" below the crown of the adjacent road in West Street.
- 5. Lay a 9" course of stabilised gravel over the site. The required depth shall be made up of 2 layers each well compacted by a roller of not less than 5 tons, to a depth of 4½".
- 6. Surface with 2" course fine bituminous macadam consolidated with 5 ton roller, and finish with a smooth and even surface having a fall of 3" to the edge of the road.
- 7. Deposit all surplus hardcore and spoil on the R.D.C. tip in Wall Lane, Brading.

### Bus Shelter (Shown green on plan)

- 8. Excavate over site to 9" below ground level and lay 6" consolidated hardcore.
- 9. Excavate for footings to dimensions shown on plan.
- 10. Form footings in concrete 1 : 3 : 6 (by volume).
- 11. Lay 4" concrete 1 : 3 : 6 over site and float to a smooth finished surface with a fall of 2" from each corner to the entrance of the shelter, and a fall of 1" to the doors of the telephone kiosk and store.

*Handwritten notes:*  
25 0 0  
Car  
R.D.C.  
1964





12. Lay D.P.C. in two courses of slate in cement mortar.
13. (Deleted)
14. Build walls of shelter in stone salvaged from demolished wall, in cement mortar with raked joints.
15. If instructed, render walls of shelter and telephone kiosk internally in cement sand 1 : 3, brought to a smooth finished surface with a wooden float.
16. Build in two door frames and two window frames in positions shown.
17. Form door frames in Iroco 4" x 3" with  $\frac{1}{2}$ " x  $1\frac{1}{4}$ " stops.
18. Form cill along front wall with  $1\frac{1}{2}$ " x 14" precast concrete squares set in concrete.
19. Form window frames in Iroco 4" x 3" with inner member 4" x 6". Glaze in 3/16th" sheet glass.
20. Form two glazing bars to carry glass TELEPHONE panel  $25\frac{1}{2}$ " x  $4\frac{1}{8}$ " x  $\frac{1}{4}$ " to be supplied by the Post Office. Glaze remainder in 3/16th" sheet glass.
21. Provide and hang one 6'6" x 2'6" x 2" Iroco flush door hung on three brass hinges, and fitted with Yale lock.
22. Provide and hang one 6'6" x 3'0" x 2" Iroco door (type Morey 3.G.P.) with glazed upper panel and provide for fitting glass TELEPHONE panel  $25\frac{1}{2}$ " x  $4\frac{1}{8}$ " x  $\frac{1}{4}$ " to be provided by Post Office.
23. Hang door on three brass hinges (Dibben H.1705 - height  $4\frac{1}{2}$ ", width open 3").
24. Fit pair bronze drop ring handles (Dibben H.1108).
25. Fit Breton door closer (Dibben H.1544) with special brackets for outward opening door.
26. Glaze in 32 oz. glass.
27. Fix 4" x 2" wall plate to side and rear walls and 4" x 6" lintol along front.
28. Fix two ties from lintol to rear wall plate in position to be approved.
29. Frame roof timber:-
 

Ridge	5" x 1"
Hips	5" x 1"
Rafters	3" x 2" at 17" spacings
Bargeboard	5" x 1"
30. Cover roof in cedar shingles fixed to suppliers' specification and with copper nails.
31. Fix 4" black plastic R.W.G. and  $2\frac{1}{2}$ " black plastic downpipe to discharge over trapped gulley.
32. Lay 3" S.G. pipe beneath footpath from gulley to road water channel.

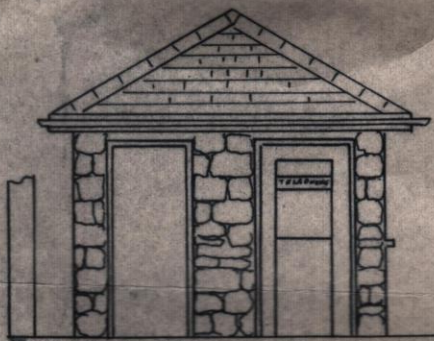


33. Form internal seat along rear wall of shelter on 4 iron frames  $\frac{1}{2}$ " x 2", painted two coats black bitumen paint and firmly set in floor and wall with 9 in no. 3" x 1" Iroco slats P.A.R. and fixed to iron frames with c/s  $\frac{3}{8}$ " brass bolts.
34. Re-erect length of iron fencing, gates and posts from side of bus shelter to front corner of Town Hall E - Hl.
35. Re-erect length of iron fencing at rear side of Town Hall F - G.
36. Clean down fencing and paint three coats Dulux to approved colour.
37. Treat all exposed Iroco woodwork (including seat slats) with 3 coats eggshell varnished.  
Each coat to be thoroughly dry and well rubbed down to a smooth surface before applying subsequent coat.

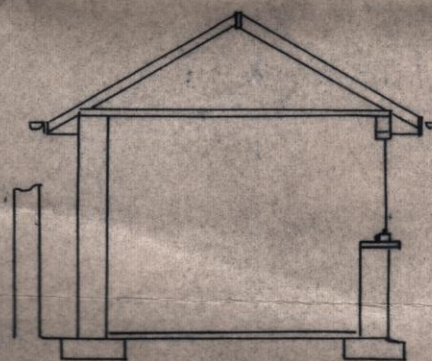


PROPOSED BUS SHELTER & CAR PARK. BULL RIVER

SCALE 1/4" TO FOOT



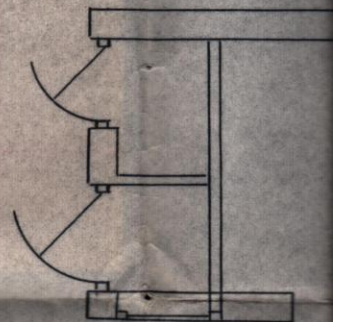
END ELEVATION



SECTION



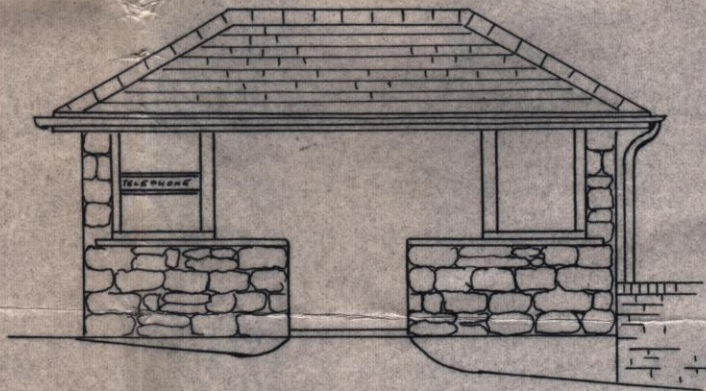
FRONT



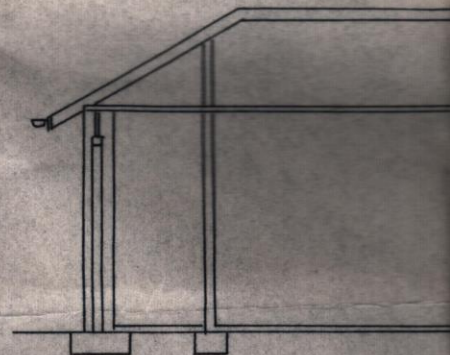


# PARK. BULL RING. BRADING FOR I.O.W. R.D.C.

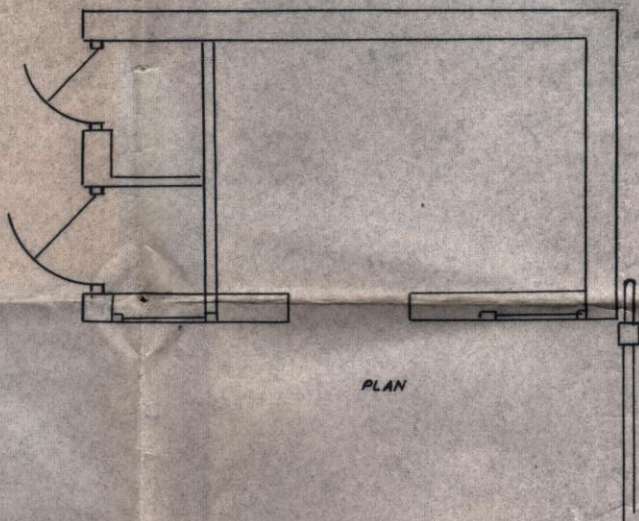
SCALE 1/4" TO FOOT



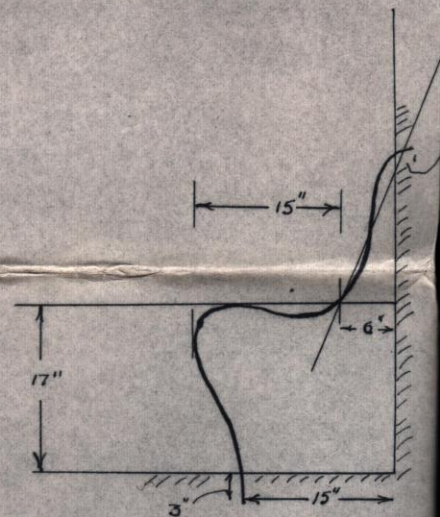
FRONT ELEVATION



SECTION



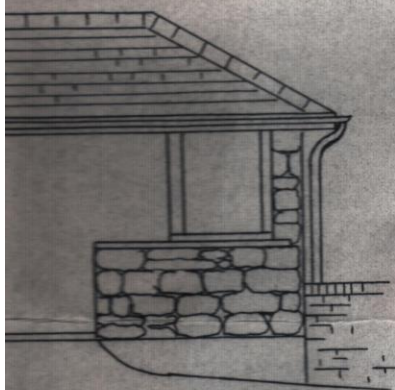
PLAN



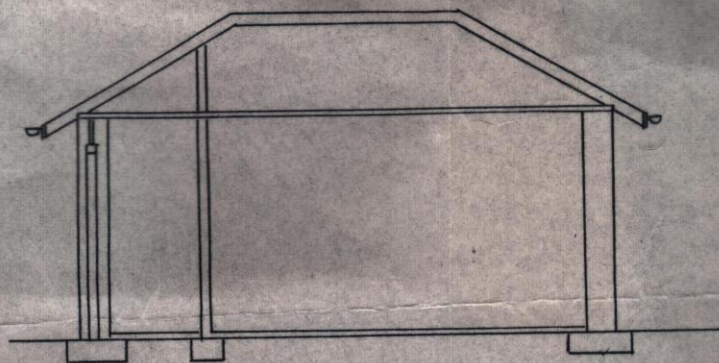
DEAIL OF SEAT FRAMES



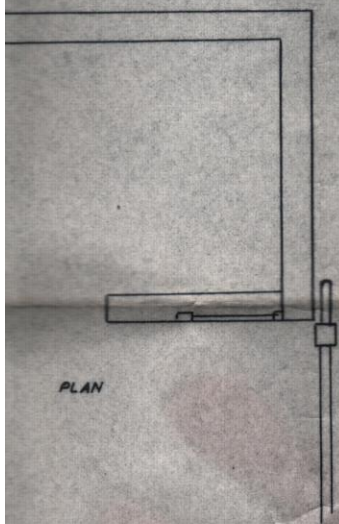
ING. BRADING FOR I.O.W. R.D.C.



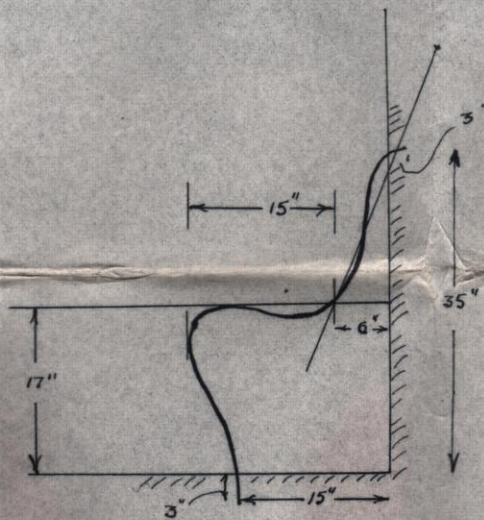
RT ELEVATION



SECTION



PLAN



DEAIL OF SEAT FRAMES



DATED

1st. May

1964

THE TRUSTEES OF THE  
BRADING TOWN TRUST

to

THE ISLE OF WIGHT RURAL  
DISTRICT COUNCIL

COUNTERPART.

# Lease

of

Land adjoining New Town Hall  
Brading for use as a Car Park.