

APPENDIX 3

- (1) The Purchasers which expression where hereinafter used includes where the context admits their successors and assigns will forever hereafter maintain the hereditaments and premises hereby conveyed as a Public Recreation Ground provided only that the Purchasers shall be at liberty to use the existing buildings or to erect on any part of the said hereditaments and premises not exceeding in the whole five acres any one or more buildings to be used (either in whole or in part and either concurrently or not) as a Town Hall Library or other Municipal Buildings or Museum Exhibition Hall Cultural Centre Social and Community Centre (which expression shall include use of all or any of the said buildings for conferences meetings and social functions and for health and fitness activities) Education and Training Facility (which expressions shall not include use of all or any of the said buildings as a nursery primary or secondary school or higher educational or training college or any other principal educational institution) but such buildings shall not be used for the purpose of any trade or business which is not incidental or ancillary to one or more of the aforesaid uses (provided that such incidental or ancillary uses shall include the operation of a restaurant cafeteria and administrative offices) or for any residential purpose which is not incidental or ancillary to one or more of the aforesaid uses (provided that the aforesaid Purchasers their successors and assigns shall be at liberty to use the stable block and/or any or all of the four buildings situated in the south western corner of the stable yard (the position of which four buildings is shown outlined in red on the plan annexed to this Conveyance and lettered "A") and any building or buildings which may be erected in place of all or any of the said four buildings as dwellinghouses and/or otherwise as living accommodation) or for any purpose which may be or grow to be an annoyance or injury to the said Broomfield Estate and if the Purchasers shall at any time hereafter wish to erect the same the plans and elevations for the erection of any building which the Purchasers may propose to erect within a distance of 400 feet of Powys Lane or Broomfield Lane shall be subject to the reasonable approval in writing of the Vendor being previously obtained.
- (1A) Notwithstanding Clause (1) herein the aforesaid Purchasers their successors and assigns will allow public access at all reasonable times to Broomfield House for the purpose of viewing the Lanscroun Mural and other parts of Broomfield House subject only to such restrictions on public access as the occupier or occupiers for the time being of Broomfield House may reasonably impose.