

P.C. Copy

DATED

Friday 30 March

1990

DR. J.W. EVANS (1)

THE PARISH COUNCIL OF ST. MARY BOURNE (2)

C O N V E Y A N C E

of

land situate at St. Mary Bourne in Hampshire

DRAFT ONLY

PARKER BULLEN
Solicitors
Andover Hampshire

THIS CONVEYANCE is made the _____ day of

One thousand nine hundred and ninety

BETWEEN JOHN WILLIAM EVANS of RR4 S18-1 C8 Gibsons
British Columbia Canada (hereinafter called "the
Grantor") of the one part and THE PARISH COUNCIL OF ST.
MARY BOURNE in Hampshire (hereinafter called "the
Council") of the other part

WHEREAS :-

(1) The Grantor is seised in fee simple of the
property hereinafter described and desirous to make a
gift of the same for a like estate to the Council in
order that it may be maintained for the benefit of the
inhabitants of the Parish of St. Mary Bourne subject to
the conditions hereinafter contained

(2) At a duly constituted meeting of the Council held
on 8th August 1989 it was resolved to accept the said
gift for the purposes aforesaid

NOW THIS DEED WITNESSETH as follows:-

1. In consideration of the covenant hereinafter
contained the Grantor hereby conveys unto the Council
ALL THAT piece or parcel of land situate at St. Mary
Bourne in Hampshire and being for the purpose of
identification only shown edged red on the plan annexed
hereto (hereinafter called "the Property") TOGETHER
WITH a right of way (so far as the Vendor can grant the
same and in common with all others so entitled) at all
times on foot only over and across the farm access road
coloured brown on the said plan and TOGETHER ALSO WITH

the right (so far as the Grantor can grant the same) to use the concrete ramp situate at the point marked 'X' on the said plan for access to the river for the purpose of clearing weed therefrom TO HOLD the same unto the Council in fee simple subject as hereinafter mentioned and SUBJECT (as to the part of the Property coloured yellow on the said plan) to all existing rights of way thereover

2. The Council hereby covenants with the Grantor to manage maintain and improve the land hereby conveyed in accordance with the provisions set out in the Schedule hereto

3. The Grantor reserves to himself during his lifetime the option to re-purchase from the Council that part of the property coloured blue on the said plan (hereinafter called "the Blue Land") for an estate in fee simple free from incumbrances at a price of One pound (£1.00) subject to the following terms:-

- (a) the said option shall be exercisable by notice in writing to the Council at any time during the Grantor's lifetime whereupon the Council shall convey the Blue Land to the Grantor for the said estate at the price of One pound (£1.00)
- (b) the date for completion of the conveyance of the Blue Land shall unless otherwise agreed in writing be the first working day after the expiration of two months from the date of the said

notice

(c) title to the Blue Land shall be deduced by the Council and shall commence with a conveyance dated 22nd May 1944 and made between Oliver Hook of the one part and the Grantor of the other part but the Grantor shall not be entitled to raise any objection or requisition in respect of the title earlier than the date hereof

(d) a right of access at a point to be agreed shall be reserved to the Council for the purpose of gaining access to the part of the Property remaining in the Council's ownership

IT IS HEREBY CERTIFIED that this instrument falls within Category L in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

IN WITNESS whereof the Vendor and _____ and _____ two members of the Council for and on behalf of the Council have hereunto set their hands and seals the day and year first before written

THE SCHEDULE before referred to

1. The property shall be held upon trust for the benefit of the inhabitants of the Parish of St. Mary Bourne subject to the provisions of this Schedule
2. (a) The Property shall be managed by a Committee of Management ("the Committee") which shall consist of not less than three members of whom one shall represent the interests of local residents one those of ecology and one those of fishery

management but so that the majority of the Committee shall be members of the Parish Council

(b) The Committee may if it sees fit appoint not more than two co-opted members

(c) The Committee shall hold at least two ordinary meetings in each year and may summon a special meeting upon seven clear days' notice being given to all Committee members of the matters to be discussed

3. The Committee shall advise the Council on all matters relating to the Property including contracts and leases, the upkeep of the lake, planting and trimming of trees and other plants, maintenance of grass and lake and river banks, control of weed vermin and wildfowl and such other matters as the Committee consider desirable for the proper management of the property

4. The Council shall be responsible at its own expense for the implementation of all such maintenance and other work as is advised by the Committee under paragraph 3 hereof

5. (a) The Committee shall have power to find a suitable tenant to whom the fishing rights in the lake may be let by the Council upon such terms as the Council shall reasonably decide

(b) The rent received in respect of any such lease of fishing rights shall be applied towards

the cost of the matters set out in paragraph 3 above

(c) Any such lease shall not grant exclusive use of the Property but shall allow for other recreational activities on the Property from time to time as the Committee shall decide

6. The Council shall have power to make such regulations as it shall see fit in respect of the Property save that the following restrictions shall in any event apply:-

(a) No cars or other forms of mechanical transport shall be admitted on to the Property (other than the track coloured yellow on the said plan) except for the purposes of maintenance thereof and on no more than two occasions in any year for access to the adjoining Recreation Ground between the points marked A and B on the plan

(b) Any dogs brought on to the Property shall be kept under proper control at all times

(c) On days when activities other than fishing are permitted these must be conducted in compliance with these restrictions and with respect to other users of the Property

(d) At all other times only those holding fishing permits (with no more than two non-fishing companions) shall be allowed on to the Property in order to preserve peaceful enjoyment of fishing and to avoid disturbance thereof

