THIS CONVEYANCE is made the

day of

1989 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 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 purposes 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 other so entitled) at all times and for all purposes over and across the roadway coloured brown on the said plan TO HOLD the same unto the Council in fee simple subject as hereinafter

mentioned

- 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 encumbrances 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 (fl.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 iBourne. It is hereby certified that this instrument falls withing 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
- (a) The property shall be managed by a Committee of Management ("the Committee") which shall consist of four members of the Council and three others respectively representing the interests of local residents ecology and fishery management
 - (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 management functions of the Committee shall include the upkeep of the lake, planting and trimming

of trees and other plans, 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

- (a) the Committee shall have power to find a suitable tenant to whom the fishing rights in the lake may be let upon such terms as they 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