THIS DEED OF GIFT made the 4th day of June One thousand nine hundred and ninety one BETWEEN WILLIAM HENRY JENKINS and KATHLEEN MURIEL JENKINS of White House Staunton on Wye in the County of Hereford and Worcester ("the Donor") and MARTIN HENRY JENKINS and MAUREEN ANN JENKINS of 16 Manby Road Malvern in the County of Hereford and Worcester ("the Recipients")

WITNESSES as follows:

1. **RECITALS**

1.1 The Donor is the estate owner in fee simple absolute in possession of the property ("the Property") described in the First Schedule free from incumbrances

1.2 The Donor wishes to convey the Property to the Recipients by way of gift

2. **CONVEYANCE**

2.1 The Donor conveys the Property to the Recipients TO HOLD to the Recipients in fee simple as beneficial joint tenants subject to the exception and reservation referred to in the First Schedule

2.2 The Recipients declare that until the expiration of Twenty one years from the death of the survivor of the Recipients the Trustees for the time being of this Deed shall have power to sell mortgage charge lease or otherwise dispose of all or any part of the Property with all the powers in that behalf of an absolute owner

3. **COVENANTS FOR TITLE**

The same covenants by the Donor are implied in this Deed as are implied by the Law of Property Act 1925 Section 76(1) in a Conveyance for valuable consideration by a person who conveys and is expressed to convey as beneficial owner

4. **AGREEMENT AND DECLARATION**

IT IS HEREBY AGREED AND DECLARED:

a. That no rights other than those expressly granted herein shall be implied in favour of the Recipients under the doctrine of Wheeldon v

Photo Copy

This official copy is incomplete without the preceding notes page.

Burrows or Section 62 of the Law of Property Act 1925

b. That the Recipients shall not be entitled to any right of light or air which would restrict or otherwise interfere with the free use of the Donor's adjoining land for building or any other purpose

5. **COVENANTS**

The Recipients jointly and severally covenant with the Donor that they will within three months of the date hereof at their own expense and in a proper and workman like manner erect and forever thereafter maintain and keep in good repair a post and wire fence between the points marked A B and C on the plan

6. **ACKNOWLEDGMENT**

The Donor hereby acknowledges the right of the Recipients to production of the documents listed in the Second Schedule hereto (possession of which is retained by the Donor) and to delivery of copies thereof and hereby undertakes for the safe custody of the same

7. **STAMP DUTY CERTIFICATE**

The Donor certifies that this Deed falls within category L in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written

THE FIRST SCHEDULE above referred to:

ALL THAT piece or parcel of land situate at Staunton on Wye in the County of Hereford and Worcester which forms part of the garden of White House Staunton on Wye aforesaid and which is together with its dimensions delineated and coloured red on the plan annexed hereto TOGETHER WITH:

i. The benefit of the exception and reservation fencing covenant and restrictive covenant contained in a Conveyance dated the Twenty second day of October One thousand nine hundred and eighty four and made between William Henry Jenkins of the one part and Stephen Richard Winter Alec William Winter and June Winter of the other part

ii. The benefit of the exception and reservation fencing covenant and

This official copy is incomplete without the preceding notes page.

agreement and declaration contained in a Conveyance dated the Thirtieth day of October One thousand nine hundred and ninety and made between William Henry Jenkins of the one part and Stephen Richard Winter Alec William Winter and June Winter of the other part

iii. The benefit of the agreement and declaration contained in a Conveyance dated the Fifteenth day of March One thousand nine hundred and eighty nine and made between William Henry Jenkins (1) and Anthony Edwin Jenkins (2)

iv. A right within eighty years of the date hereof to connect the Property to the mains electricity supply on the Donor's adjoining land at the point marked E on the said plan by laying wires or cables (on supporting poles if necessary) in over or under the Donor's adjoining land between the Property and the point marked E on the said plan and thereafter to receive a supply of electricity through the said wires or cables

v. A right within eighty years of the date hereof to connect the Property to the telephone wires or cables on the Donor's adjoining land at the point marked TP on the said plan by laying wires or cables (on supporting poles if necessary) in over or under the Donor's adjoining land between the Property and the point marked TP on the said plan and thereafter to pass a supply of telegraphic impluses through the said wires or cables

vi. A right within two years of the date hereof to enter upon that part of the Donor's adjoining land shown coloured green on the said plan in order to construct a soakaway to serve any septic tank constructed on the Property serving the dwelling to be erected on the Property and thereafter the right to pass properly treated effluent from such septic tank into the said soakaway and to drain into the area of land shown coloured green on the said plan ("the Soakaway Area") so long as (and this right shall cease and be extinguished if this condition is broken) effluent from the Property does not flow directly or

This official copy is incomplete without the preceding notes page.

indirectly onto the surface of the Donor's adjoining land subject to making good all damage caused to the Donor's adjoining land by reason of the construction of the said soakaway and to paying compensation for any such damage which cannot be made good

vii. A right to enter upon the Donor's adjoining land in order to inspect cleanse maintain repair and renew the said wires cables poles and soakaway subject to making good all damage caused to the Donor's adjoining land by the exercise of this right and to paying compensation for any such damage which cannot be made good

EXCEPTING AND RESERVING to the Donor and his successors in title owners or occupiers for the time being of the Donor's adjoining land in common with all others entitled the right to a supply of electricity through the wires and cables crossing the Property and serving the Donor's adjoining land and upon giving Twenty four hours notice or immediately in cases of emergency to enter upon the Property with or without workmen and machinery for the purposes of inspecting repairing and renewing the said wires and cables the persons exercising such right of entry making good all damage caused to the Property and paying compensation for any such damage which cannot be made good

For the purposes of this Deed the expression "the Donor's adjoining land" shall mean the land edged in blue on the plan annexed hereto

THE SECOND SCHEDULE above referred to:

Date	Document	Parties
2.2.1979	DEED OF PARTITION	Eleanor Frances Jenkins (1) William Henry Jenkins (2) Anthony Edwin Jenkins (3)
25.2.1982	MORTGAGE	William Henry Jenkins (1) National Westminster Bank Plc (2)
24.4.1991	DEED OF GIFT	William Henry Jenkins (1) William Henry Jenkins and Kathleen Muriel Jenkins (2)

This official copy is incomplete without the preceding notes page.

SIGNED as a Deed by WILLIAM HENRY)
)
JENKINS and KATHLEEN MURIEL)
)
JENKINS in the presence of:)

W H Jenkins

K. M Jenkins.

A. E. Jenkins

Rhyddwr Farm
Staunton on Wye
Hereford.

Farmer.

SIGNED as a Deed by MARTIN HENRY)
)
JENKINS and MAUREEN ANN JENKINS)
)
in the presence of:)

M H Jenkins

M. A. Jenkins.

A. E. Jenkins.

Rhyddwr Farm.

Staunton on Wye

Hereford.

Farmer.

This official copy is incomplete without the preceding notes page.

3

DATED 4th June 1991

DEED OF GIFT

WILLIAM HENRY JENKINS
& KATHLEEN MURIEL JENKINS

-to-

MARTIN HENRY JENKINS &
MAUREEN ANN JENKINS

Land at Staunton on Wye
in the County of Hereford and
Worcester

Certified as a true copy of the original this 4th day of June 1991

Solicitors, Tenbury, Worcs.

This official copy is incomplete without the preceding notes page.

PLAN

This official copy is incomplete without the preceding notes page.