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Title Number HE51071

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This

DEED OF GRANT is made the *Thirteenth* day of *December* One thousand nine

hundred and sixty five BETWEEN ELIZABETH JONES of Lower House Huntington in the County of Hereford Widow (hereinafter called "the Grantor") of the first part HARLEY EDMUND LEWIS JONES of New House Kimbolton in the said County of Hereford Farmer and JOHN THOMAS MORRIS of Titley House Titley in the said County Retired Farmer (hereinafter called "the Trustees") of the second part the said ELIZABETH JONES (hereinafter in this capacity called "the Mortgagee") of the third part and KENNETH HOUGHTON and MARGARET FRANCES HOUGHTON his Wife both of 1/2 Hill Gate Huntington in the said County of Hereford (hereinafter called "the Grantees") of the fourth part _____

W H E R E A S :-

(1) By a Vesting Assent dated the Sixteenth day of July One thousand nine hundred and fifty one under the hands of the Trustees the property the subject of this Deed together with other property was declared to be vested in the said Elizabeth Jones upon trusts declared concerning the same by the Will dated the Twenty sixth day of June One thousand nine hundred and forty three of Henry Jones late of Lower House Huntington aforesaid who died on the Eleventh day of June One thousand nine hundred and forty five and whose Will was proved by the Trustees in the Birmingham District Probate Registry on the Thirteenth day of February One thousand nine hundred and forty six and it was further declared that the Trustees were the Trustees of the Settlement constituted by the said Will for the purposes of the Settled Land Act 1925

(2) By a Legal Charge dated the Seventeenth day of July One thousand nine hundred and fifty one (hereinafter called "the Mortgage") and made between the Trustees of the one part and the Mortgagee of the other part the Trustees in exercise of the powers conferred on them by the Settled Land Act 1925 thereby charge by way of Legal Mortgage the property comprised in the said Vesting Assent with the payment to the Mortgagee of the principal interest and other moneys thereby secured _____

(3) The Grantees have with the consent of the Grantor laid below the surface of certain lands forming part of the property comprised in the said Vesting Assent namely Ordnance Survey Enclosure Number 339 a water supply pipe line for the purpose of conveying a supply of water to the property of the Grantees known as 1/2 Hill Gate Huntington aforesaid of which they are the legal estate owners in respect of the fee simple and it has been agreed that the Grantor with the concurrence of the Trustees and of the Mortgagee shall enter into this Deed for the purpose of confirming and better defining the Grant of Easements to the Grantees in respect of the water supply pipe line in manner hereinafter appearing _____

(4) The Grantees have agreed to pay to the Grantor the sum of Six pounds in consideration of the Grant of Easements and insofar as a sum in excess of the said sum of Six pounds remains owing to the Mortgagee upon the security of the Mortgage the Trustees have agreed that the said sum shall be paid to the Mortgagee in reduction of the amount secured by her by the Mortgage in manner hereinafter appearing _____

NOW THIS DEED WITNESSETH as follows:-

SECTION

COPY

1. IN pursuance of the said agreement and in consideration of the premises and of the sum of SIX POUNDS paid by the Grantees to the Grantor by the direction of the Trustees in reduction of the amount owing to the Grantor as Mortgagee under the Mortgage (the receipt and payment whereof the Grantor and Trustees hereby respectively acknowledge) and of the conditions and covenant hereinafter contained on the part of the Grantees the Grantor as Trustee and as Mortgagee hereby grants and confirms and releases unto the Grantees FULL RIGHT AND LIBERTY for the Grantees and their successors in title owners and occupiers for the time being of the said property known as 1/2 Hill Gate Huntington aforesaid and every part thereof to maintain in and under the said lands of the Grantor Ordnance Survey Number 339 in the approximate position shown by a green continuous line upon the plan annexed hereto a water supply pipe line not exceeding one inch in diameter and laid at a depth not less than two feet six inches beneath the surface of the said property of the Grantor connecting the said property of the Grantees with the water mains of the Herefordshire Water Board in the road to the South of Ordnance Survey Number 431 TOGETHER WITH full and free flowing and passage of water through the same to the said property of the Grantees AND TOGETHER ALSO with full right and liberty as and when necessary to enter upon the said property of the Grantor for the purpose of cleansing repairing maintaining replacing and renewing the said water supply pipe including the right to disturb the surface of the said land TO HOLD the same unto the Grantees in fee simple freed and discharged from all liability in respect of the Mortgage but subject to the observance of the conditions following namely:-

(i) That the said water supply pipe shall be maintained in such a condition as to cause no damage or disturbance to the said land of the Grantor from flooding or otherwise by reason of the breakage or bursting thereof or leakage of water therefrom

(ii) That all works executed by the Grantees or their successors in title pursuant to the rights hereby granted shall be executed in such manner as to cause no more damage or disturbance to the land of the Grantor than is absolutely necessary and that prior to entering upon the land of the Grantor for the purpose of executing such works the Grantees or their successors in title shall give to the Grantor or her successors in title not less than Fourteen days notice in writing of his or their intention so to do (except in case of emergency repairs) and shall thereupon comply with any directions reasonably given by the Grantor or her successors in title for the purpose of safeguarding or preserving the lands of the Grantor and any crops livestock and cultivations thereon against damage or disturbance and further that in carrying out any works pursuant to the aforesaid rights the Grantees and their successors in title shall remove preserve and subsequently replace the turf and sub-soil from the site of any excavations to the intent that such site shall as far as reasonably possible be left in the same condition as it was prior to the commencement of such works and shall so conduct such works in such manner that no further damage shall be caused to the lands of the Grantor than is absolutely necessary

(iii) That the Grantees and their successors in title owners and occupiers as aforesaid shall pay to the Grantor or her successors in title compensation for all damage occasioned to the property of the Grantor and to any cultivations stock or crops thereon or adjacent to the said water supply pipe line and works relating to the same which shall be caused by the exercise of

the rights hereby granted including compensation for any damage caused by any breach of these conditions

2. THE Grantees for themselves and their successors in title hereby covenant with the Grantor and her successors in title owners and occupiers for the time being of the said Ordnance Survey Number 339 and of the other lands and premises of the Grantor adjoining or adjacent to the same that they will at all times hereafter observe and perform the aforesaid conditions subject to which the aforesaid rights are hereby granted

3. PROVIDED ALWAYS that if there at any time hereafter be any breach on the part of the Grantees or their successors in title of any of the aforesaid conditions it shall be lawful for the Grantor or her successors in title to serve upon the Grantees or their successors in title notice in writing specifying such breach and calling upon them to rectify the same within Twenty eight days from the date of such notice and in default of compliance therewith it shall be lawful for the Grantor or her successors in title to execute the works required by any such

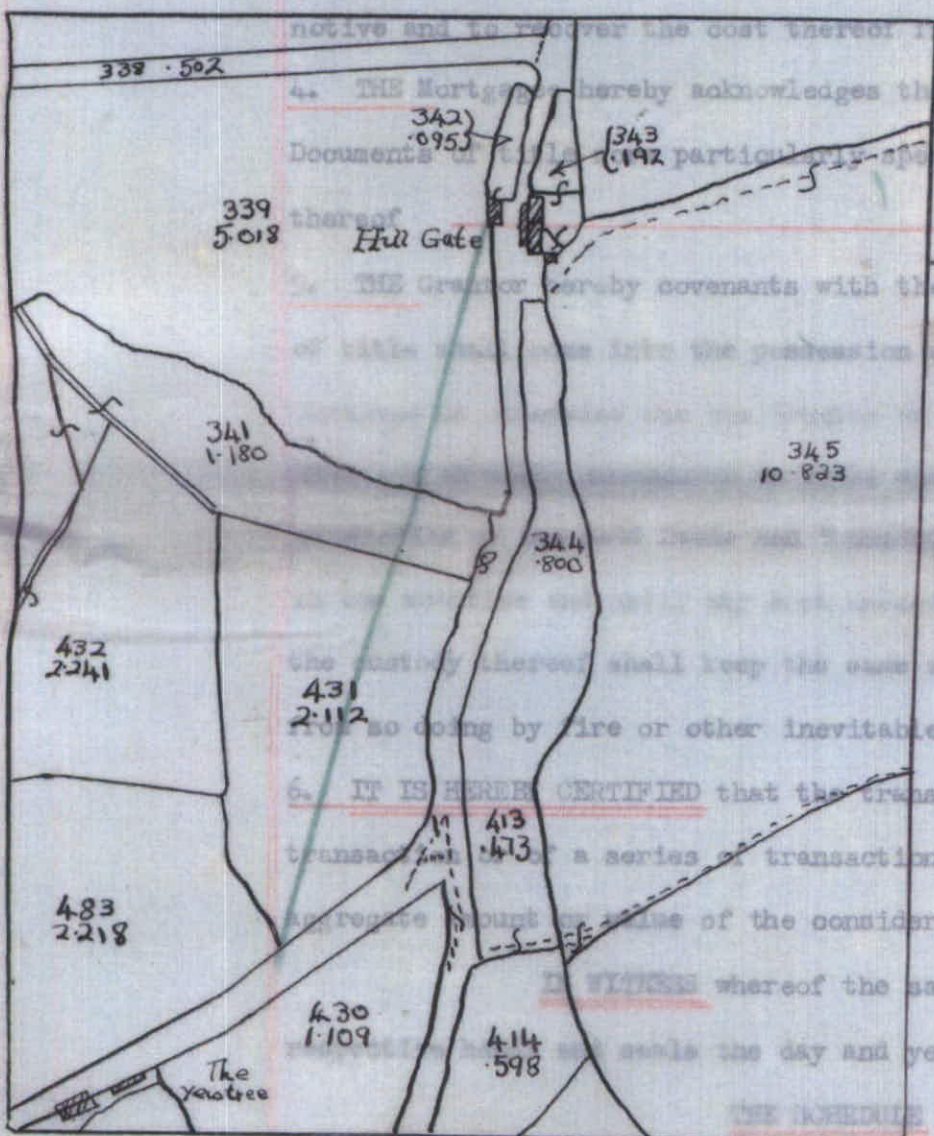
notice and to recover the cost thereof from the Grantees or their successors in title by action

4. THE Mortgagee hereby acknowledges the right of the Grantees to production of the Deeds and Documents of title particularly specified in the Schedule hereto and to delivery of copies thereof

5. THE Grantor hereby covenants with the Grantees that as and when the said Deeds and Documents of title shall come into the possession of the Grantor by reason of the satisfaction of the mortgage or otherwise the Grantees or their successors in title will execute in favour of the Grantor or her successors in title a Statutory Acknowledgement for the purpose of enabling the said Deeds and Documents to be given any person for the time being authorised in writing by the Grantees or their successors in title to be cancelled whole and undefaced unless prevented by law

6. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Four thousand five hundred pounds and that the said parties to this Deed have hereunto set their hands and seals the day and year first before written

THE SCHEDULE before referred to:-



Date	Nature of Document	Parties
27th January 1921	<u>CONVEYANCE</u>	John Francis Evelyn Morley (1) the said Henry Jones (2)
8th March 1921	<u>MORTGAGE</u>	the said Henry Jones (1) Midland Bank Limited (2)
15th March 1946	<u>RECONVEYANCE</u> (endorsed on above Mortgage)	
16th July 1951	<u>VESTING ASSENT</u>	As before recited
17th July 1951	<u>LEGAL CHARGE</u>	As before recited

SIGNED SEALED AND DELIVERED by the said
ELIZABETH JONES in the presence of:-

Elizabeth A Jones

Witness
H Jones
James Jones
Henry Jones
King's Highway
Farmer

the rights hereby granted including compensation for any damage caused by any breach of these conditions

2. THE Grantees for themselves and their successors in title hereby covenant with the Grantor and her successors in title owners and occupiers for the time being of the said Ordnance Survey Number 339 and of the other lands and premises of the Grantor adjoining or adjacent to the same that they will at all times hereafter observe and perform the aforesaid conditions subject to which the aforesaid rights are hereby granted

3. PROVIDED ALWAYS that if there at any time hereafter be any breach on the part of the Grantees or their successors in title of any of the aforesaid conditions it shall be lawful for the Grantor or her successors in title to serve upon the Grantees or their successors in title notice in writing specifying such breach and calling upon them to rectify the same within Twenty eight days from the date of such notice and in default of compliance therewith it shall be lawful for the Grantor or her successors in title to execute the works required by any such notice and to recover the cost thereof from the Grantees or their successors in title by action

4. THE Mortgagee hereby acknowledges the right of the Grantees to production of the Deeds and Documents of title more particularly specified in the Schedule hereto and to delivery of copies thereof

5. THE Grantor hereby covenants with the Grantees that as and when the said Deeds and Documents of title shall come into the possession of the Grantor by reason of the satisfaction of the Mortgage or otherwise she the Grantor or her successors in title will execute in favour of the Grantees or their successors in title and deliver to them a Statutory Acknowledgement for production of the said Deeds and Documents and undertaking for safe custody of the same and that in the meantime and until any such undertaking shall be given any person for the time being the custody thereof shall keep the same safe uncanceled whole and undefaced unless prevented from so doing by fire or other inevitable accident

6. 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 Four thousand five hundred pounds

IN WITNESS whereof the said parties to this Deed have hereunto set their respective hands and seals the day and year first before written

THE SCHEDULE before referred to:-

<u>Date</u>	<u>Nature of Document</u>	<u>Parties</u>
27th January 1921	<u>CONVEYANCE</u>	John Francis Evelyn Morley (1) the said Henry Jones (2)
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17th July 1951	<u>LEGAL CHARGE</u>	As before recited

SIGNED SEALED AND DELIVERED by the said)
ELIZABETH JONES in the presence of:-)

Elizabeth A Jones

H Jones
James Thomas
Huntley & Palmer
Huntley & Palmer
Partners

SIGNED SEALED AND DELIVERED by the said

HARLEY EDMUND LEWIS JONES in the

presence of:-

H. E. L. Jones

Witness
W. H. H. Jones
W. H. H. Jones
W. H. H. Jones

Witness *W. H. H. Jones*

SIGNED SEALED AND DELIVERED by the said

JOHN THOMAS MORRIS in the presence of:-

J. T. Morris

Witness
W. H. H. Jones
W. H. H. Jones
W. H. H. Jones

SIGNED SEALED AND DELIVERED by the said

KENNETH HOUGHTON and MARGARET FRANCES

HOUGHTON in the presence of:-

H. F. Houghton
H. F. Houghton

Witness
W. H. H. Jones
W. H. H. Jones
W. H. H. Jones

DATED 30th Decem^r 1965

MRS. E. JONES and OTHERS

to

MR. and MRS. K. HOUGHTON

Duplicate

DEED OF GRANT

— re —

water supply pipe line serving Hill Gate
Huntington in the County of Hereford

Vaughan & Davies,
KINCORP