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Title Number SL220798

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5/10/11
25/5
E N G E is made the
Twenty-fourth
day of May

5/10/11
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One thousand nine hundred and sixty five B E T W E E N
THE HONOURABLE PHAEDRIG LUCIUS AMBROSE O'BRIEN of
Hanway Lodge Richards Castle Ludlow in the County of
Salop (hereinafter called "the Grantor") of the first
part THE RIGHT HONOURABLE ANDREW CHARLES GERALD
VISCOUNT CHELMSFORD of Hazelbridge Court Chiddingfold
in the County of Surrey EDWARD DONOUGH O'BRIEN of
9 Wellington Square Chelsea in the County of London
and GORDON ROY PAGE of 19 Throgmorton Avenue in the
City of London Stockbroker (hereinafter called "the
Mortgagees") of the second part THE MINISTER OF LAND
AND NATURAL RESOURCES acting in exercise of the
powers of the Forestry Act 1945 (hereinafter called
"the Minister") of the third part

W H E R E A S :-

- (1) The Grantor is by virtue of the Assent mentioned
in the First Schedule hereto seised in fee simple in
possession of certain land in the County of Salop
known as The Haye Park Estate (hereinafter called
"the Grantor's land") subject to the Charges herein-
after mentioned but otherwise free from incumbrances
- (2) The Grantor's land is subject to the Charge and
Further Charge mentioned in the said First Schedule
hereto which by virtue of the Transfer also mentioned
therein are now vested in the Mortgagees
- (3) The Minister is by virtue of the Conveyance and
Order mentioned in the Second Schedule hereto seised
in fee simple in possession of certain land adjoining
the Grantor's land known as Haye Park Wood (hereinafter
called "the Minister's land") part of which is for the
purpose of identification verged grey on the plan
annexed hereto
- (4) The Minister is entitled to certain rights of way
over the tracks coloured yellow (hereinafter called
"the yellow tracks") over the Grantor's land and has
agreed with the Grantor to release the said rights of
way in exchange for the grant to the Minister of a
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right of way over the track coloured brown on the said plan (hereinafter called "the brown track") which forms part of the Grantor's land

(5) The said tracks are shown on the said plan for the purposes of identification only

(6) The Mortgagees have at the request of the Grantor agreed to join in this Deed in manner hereinafter appearing

N O W THIS DEED W I T N E S S E T H as follows :-

1. IN consideration of the release by the Minister hereinafter contained the Grantor as Beneficial Owner HEREBY GRANTS and the Mortgagees as mortgagees hereby GRANT AND CONFIRM to the Minister and his successors in title the owners and occupiers for the time being of the Minister's land or any part thereof and his and their respective servants and licensees exclusive RIGHT AND LIBERTY at all times and for all purposes with vehicles of any description and animals to pass and repass to and from the Minister's land over and along the brown track Thirty feet wide TOGETHER with the right to construct thereon a metalled carriageway not exceeding Fifteen feet in width and to alter gradients construct culverts drains and bridges and do any other works on and in connection with the brown track required by the Minister for the purpose of constructing such carriageway but the exercise of the said rights shall be subject to the Minister making good or paying compensation for any damage caused in the exercise thereof (other than damage necessarily caused to the brown track by the construction of the carriageway) and maintaining the said carriageway in a good and sufficient state of repair for the use of traffic normally using the same PROVIDED ALWAYS that the Minister and his successors in title the owners or occupiers for the time being of the Minister's land or any part thereof shall not erect a fence along the sides of the brown track and that access on foot or horseback from the land on either side ^{thereof} shall not be restricted

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TO HOLD the said rights and liberties unto the Minister in fee simple as appurtenant to and for the benefit of the Minister's land and each and every part thereof

2. IN consideration of the Grant hereinbefore contained the Minister as trustee hereby releases to the Grantor and the Mortgagees all rights of way whatsoever over the yellow tracks to the intent that the same shall forthwith cease and determine.
3. THE Mortgagees hereby acknowledge the right of the Minister to the production of the documents specified in the First Schedule hereto and to the delivery of copies thereof
4. THE Grantor HEREBY COVENANTS with the Minister when the said documents shall have come into his possession he will (if so required by the Minister) execute a statutory undertaking for their safe custody
5. THE Minister hereby acknowledges the right of the Grantor and the Mortgagees to the production of a Conveyance specified in the Second Schedule hereto and to delivery of copies thereof
6. A Memorandum of this Exchange in a form to be agreed between the Grantor and the Minister shall be endorsed on the said Assent and Conveyance
7. WHERE the context so admits the expression "the Minister" shall so long as the Minister's land is vested in him include the Forestry Commissioners and such other persons as may for the time being be entitled by law to the management and direction of the Minister's land or any part thereof and thereafter such expression shall include the Minister's successors in title the expression "the Grantor" shall include his successors in title the owner or owners for the time being of the Grantor's land and the expression "the Mortgagees" shall include the survivors or survivor of them the executors or administrators of such survivor and their or his assigns

I N W I T N E S S whereof the Grantor and the

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by THE RIGHT
CHARLES GERARD
CHELMSPORD

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LLYDYS BANK LIMITED
LUDLOW, SHROPSHIRE
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above

SIGNED SEALED AND DELIVERED
by THE RIGHT HONOURABLE ANDREW
CHARLES GERALD VISCOUNT
CHEIMSFORD in the presence of:-

Charles A. Brinney

Charles A. Brinney

1 Charles Street

London W. 1

Secretary, Kennel Club.

SIGNED SEALED AND DELIVERED
by the said EDWARD DONOUGH
O'BRIEN in the presence of :-

P. J. Donough

Seirke Keane

34 Montpelier Walk

SW7

Secretary.

SIGNED SEALED AND DELIVERED
by the said GORDON ROY PAGE
in the presence of :-

Gordon Roy Page

Pauline A. Mumford

2, Throgmorton Ave.

London, E.C.2

Secretary.

The Official Seal of
the Minister of Land
and Natural Resources
hereunto affixed is
authenticated by the
signature of

A. B. Weston

Authorised by The Minister of Land and
Natural Resources.

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DATED 24th May 1965

FORESTRY ACT 1945
THE COUNTY OF SALOP
MORTIMER FOREST

THE HON. P.L.A. O'BRIEN and
OTHERS

- to -

THE MINISTER OF LAND AND
NATURAL RESOURCES

Duplicate

DEED OF EXCHANGE

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rights of way at The Haye
Park Estate

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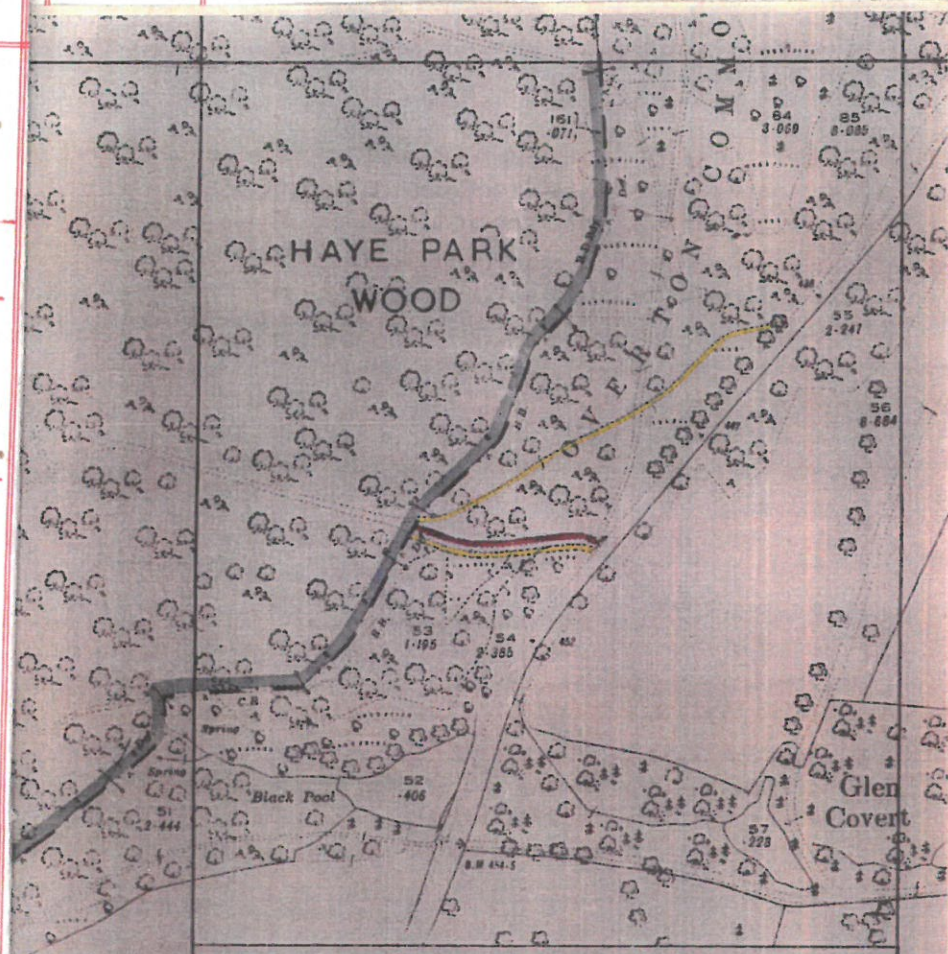
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FORESTRY COMMISSION (ENGLAND)

SCALE 1:2500 SHEET No. 78.15

N.G. REF. 498718 ONE-INCH MAP No. 129

COUNTY SHROPSHIRE EDITION OF 1/2500 PLAN 1926

CROWN COPYRIGHT RESERVED

TITLE
RIGHT-OF-WAY AT HAYE PARK

FOREST NAME & FILE No.
MORTIMER 1/26/1

Prepared by P.M.E. Date 9.7.64. Revised

the expression "the Mortgagees" shall include the survivors or survivor of them the executors or administrators of such survivor and their or his assigns

IN WITNESS whereof the Grantor and the