

These are the notes referred to on the following official copy

Title Number SL220798

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COPY



COLOUR

THIS DEED OF GRANT is made the *Third* day of *March* One thousand nine hundred and seventy-five

BETWEEN THE RIGHT HONOURABLE PHADRIG LUCIUS AMBROSE

17th BARON INCHIQUIN of Hanway Lodge Richards Castle Ludlow in the County of Salop (hereinafter called "the Grantor") of the one part and THE MINISTER OF AGRICULTURE FISHERIES AND FOOD acting in exercise of the powers of the Forestry Act 1967 (hereinafter called "the Grantee") of the other part



WHEREAS :-

(1) The Grantor is seised in fee simple in possession of certain land (hereinafter called "the land") situate in the Parish of Richards Castle in the County of Salop and shown edged blue and red on the plan marked "A" annexed hereto and more particularly described in the First Schedule hereto

(2) At the request of the Grantee the Grantor has agreed with the Grantee to grant to him the rights and liberties hereinafter described in consideration of the Grantee laying a separate water pipe as detailed in the Second Schedule hereto and subject to the observance and performance of the conditions and stipulations hereinafter appearing

NOW THIS DEED WITNESSETH as follows:-

I

FOR the consideration aforesaid and of the covenants on the part of the Grantee hereinafter contained the Grantor as beneficial owner HEREBY GRANTS unto the Grantee FULL RIGHT AND LIBERTY to lay down and maintain a one and a quarter inch internal diameter L.D. Glass C Fosterplast pipe (hereinafter called "the Grantee's pipe") to B.S. 1972 in the land in the position shown on the plan "B" annexed hereto by black dotted lines from A to B to C at a



depth of not less than three feet below the surface of the land with a water meter at or near point A and to convey water through the same and to erect and use a small pumphouse in accordance with plans submitted and approved by the Grantor at or near the point marked B on the said plan "B" and to maintain the same as hereinafter provided in the Third Schedule hereto with liberty from time to time and as shall be necessary to cleanse repair remove or replace the Grantee's pipe or any pipe replacing the same and the said meter and the said pumphouse and any meter or pumphouse replacing the same and for these purposes and no other (save only the laying of the Grantor's pipe described in the Second Schedule hereto) to enter upon the land and pass over the same but only over or along such parts thereof and by such ways as shall be previously agreed by the Grantor TO HOLD the said rights and liberties unto the Grantee in fee simple SUBJECT to the observance and performance by the Grantee of the conditions and stipulations set forth in the Third Schedule hereto and to the agreement and declaration contained in Clause III hereof AND SUBJECT ALSO to the estate or interest of any tenant or occupier of the land

II

THE Grantee HEREBY COVENANTS with the Grantor to lay or construct for the Grantor the pipe described in the Second Schedule hereto and to observe and perform the conditions and stipulations set out in the Third Schedule hereto



III

THE Grantee HEREBY AGREES AND DECLARES that notwithstanding the rights and liberties hereby granted and the laying down of the Grantee's pipe the Grantor and any other persons authorised by him shall be at liberty to manage use and deal with the land as he or they may consider fit in all respects as if these presents had not been made and in particular (but without prejudice to the generality of the foregoing) to fell trees drive vehicles and construct roads and paths over the Grantee's pipe and upon any part of the land without being liable to make compensation except in the case of negligence on the part of the Grantor his agents servants or tenants for any injury or damage that may be occasioned thereby to the Grantee's pipe or to any vehicles equipment or other property of the Grantee his servants or agents or to the Grantee his servants or agents present on the land for any purpose connected with the rights and liberties hereby granted

IV

WHERE the context so admits the expression "the Grantee" shall include the Forestry Commissioners and the expression "the Grantor" shall include his successors in title the owner or owners for the time being of the land or any part thereof

V

THE Grantor hereby acknowledges the right of the Grantee to production of the documents specified in the Fourth Schedule hereto and to delivery of copies thereof

VI

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 Fifteen thousand pounds

I N W I T N E S S whereof the Grantor has hereunto set

his hand and seal and the Grantee has caused his Official Seal to be hereunto affixed the day and year first before written

THE FIRST SCHEDULE above referred to

ALL THOSE pieces or parcels of land in the Parish of Richards Castle in the County of Salop edged round with blue and red on Plan "A" annexed hereto

THE SECOND SCHEDULE above referred to

The Grantee will at his own expense during the works for the laying of the Grantee's pipe lay in the same trench as for the Grantee's pipe an additional one and a quarter inch internal diameter pipe L.D. Class C Fosterplast pipe to BS 1972 from point A to point B on the said Plan "B" with a separate water meter at or near point A to enable the Grantor to connect to the water main at point A and supply his reservoir at point B such additional pipe once laid and such water meter thereafter to become the property of the Grantor and repairable by him

THE THIRD SCHEDULE above referred to

Conditions and stipulations to be observed and performed by the Grantee

- (1) The Grantee shall pay all rates taxes assessments charges and outgoings whatsoever that may be imposed in respect of the Grantee's pipe the Grantee's water meter and pump-house and the rights and liberties hereby granted
- (2) Before exercising any of the rights and liberties hereby granted the Grantee shall obtain the consent of any tenant or occupier of the land such consent not to



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be unreasonably withheld to the exercise thereof and shall also give reasonable notice to the Grantor of its intention to exercise any such rights and liberties except in the event of emergency

(3) Before laying the Grantee's pipe and the additional pipe described in the Second Schedule hereto or erecting the said pumphouse the Grantee shall obtain any planning or other permission which may be required to be given by the competent authorities under the provisions of any enactment relating to planning or development and of the local and any other authorities whose permission may be required in connection with the laying of the said pipes or either of them and the erection of the said pumphouse as aforesaid and the passage of water through the same and shall observe and take all such steps as may be necessary in order to comply with the provisions of the Pipe-Lines Act 1962 or any statutory modifications or amendment of the same

(4) The rights and liberties hereby granted shall be exercised in such manner as to do as little damage as may be possible to the property of the Grantor and all such damage as may be done shall be made good as soon as possible after the occurrence thereof and in so far as such damage cannot be made good the Grantee shall make compensation to the Grantor for the same PROVIDED that in the event of dispute between the parties hereto as to the amount of compensation then the same shall be referred to an independent person to be appointed for the purpose by the President for the time being of the Royal Institution of Chartered Surveyors and the decision of such person being communicated to the parties hereto in writing shall be binding on the parties hereto and the fees and other expenses of such person in respect of each reference shall be borne by the parties hereto in equal shares

(5) The Grantee's pipe and the said pumphouse shall be kept by the Grantee at all times in good repair and condition PROVIDED that in the event of a breach of this condition the Grantor shall be entitled to effect such repair or replacement as shall be necessary and the Grantee shall upon demand pay the expense thereof to the Grantor

(6) Immediately after the conclusion of the laying of the Grantee's pipe and the said additional pipe and the erection of the pumphouse and thereafter of any work done to the Grantee's pipe or pumphouse in the course of which the surface of the land is disturbed the surface of the land shall be made good and reinstated by the Grantee to the reasonable satisfaction of the Grantor

(7) The Grantee shall not at any time create permit or continue any nuisance to the land arising from or caused or created by the exercise of the rights and liberties hereby granted

(8) (a) The Grantee shall at all times hereafter keep the Grantor indemnified against all actions claims demands proceedings costs and expenses that may be made or brought against or incurred by the Grantor by reason of anything done by the Grantee his servants or agents in the exercise or purported exercise or in any way arising out of the exercise of the rights and liberties hereby granted

(b) The Grantee shall at all times hereafter

keep the Grantor and each and every one of his servants or agents indemnified against all actions claims demands proceedings costs and expenses that may be made or brought against or incurred by them in respect or arising out of any injury (fatal or otherwise) loss or damage suffered by the Grantee or his servants or agents or by any person undertaking any work for or on behalf of the Grantee in connection with the rights and liberties hereby granted or by the servants or agents of such person by reason of the negligence or default of the Grantor or of his servants or agents and so suffered during or in the course of the exercise of the rights and liberties hereby granted

(c) The Grantee shall not use or allow to be used at any time the said pumphouse as living accommodation or to be put to any use not ancillary to the Grantee's pipe

THE FOURTH SCHEDULE above referred to

17th January 1946	VESTING ASSENT	The surviving personal representatives of the Rt. Hon. Ethel Jane Dowager Lady Inchiquin deceased (1) The Hon. P.L.A. O'Brien (2) Memo of Deed of Exchange of 24th May 1965 endorsed
4th April 1951	CONVEYANCE	The Rt. Hon. D.E.F. Baron Inchiquin and others (1) The Hon. P.L.A. O'Brien and others (2)
24th May 1965	DEED OF EXCHANGE	The Hon. P.L.A. O'Brien and others (1) The Minister of Land and Natural Resources (2)
25th June 1970	DEED OF EXCHANGE (Duplicate)	Salop County Council (1) The Rt. Hon. Baron Inchiquin (2)

9th October 1972

CONVEYANCE

The Rt. Hon P.L.
Baron Inchiquin
and others (1)
The Rt. Hon. P.L.
Baron Inchiquin (2)

THE OFFICIAL SEAL of THE MINISTER)
OF AGRICULTURE FISHERIES AND FOOD)
hereunto affixed is authenticated)
by the signature of:-)

JOHN HAMILTON JAMES



Authorised by the Minister of
Agriculture Fisheries and Food



DATED 3rd March 197

THE RIGHT HONOURABLE P.L.A.
17th BARON INCHIQUIN

- to -

THE MINISTER OF AGRICULTURE
FISHERIES AND FOOD



DUPLICATE

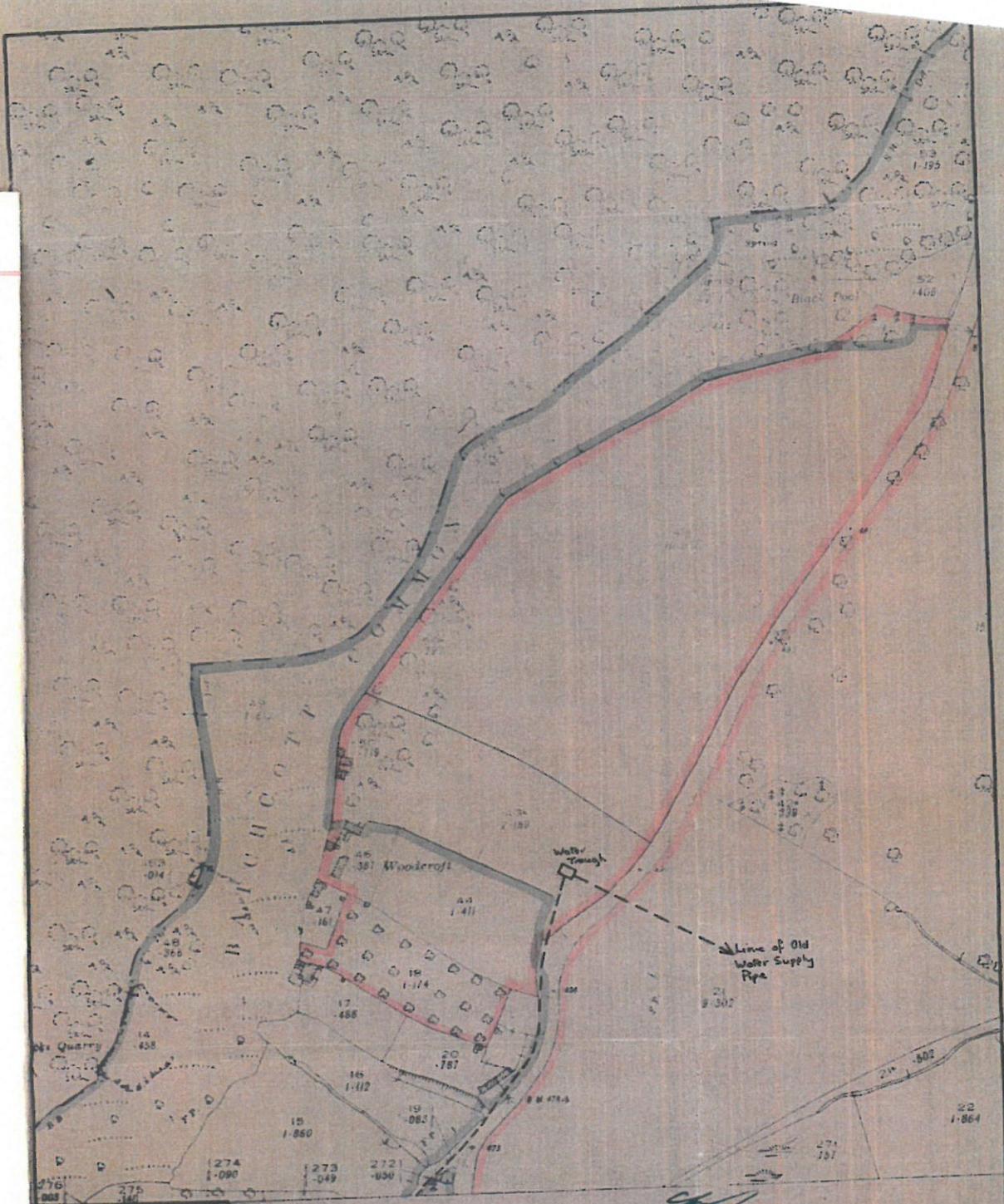
DEED OF GRANT

- of -

a right to lay a pipeline
at Richards Castle Salop

200

FC 16776



Chapman

Forest	MORTIMER		
Subject	Haye Park Farm Water Supply - Plan A		
Scale	1:2500	Nat grid ref	SO495713
County	Hereford	1:50000 map	138
Map no	III-15	Ed of 1:2500	1926
Cons drg no	MOR/4/74	H.Q. drg no	
Cons rel no	L10/MOR/33	H.Q. rel no	
Prepared by	R.A.V	Date	22 7 74
Coloured by	R.A.V	Date	29 1 75
Checked by		Date	
FORESTRY COMMISSION		Revised by	Date
NW(IE) CONSERVANCY		Coloured by	Date
<small>CROWN COPYRIGHT</small>		Checked by	Date

