

REDACTED FOR PRIVACY

THIS LEASE made the *fourteenth*

September

One thousand nine hundred and fifty-

BETWEEN



the County of Berks Gentleman (hereinafter called "the Lessor") of the one part and THE MINISTER OF AGRICULTURE AND FISHERIES acting in exercise of the powers of the Forestry Act 1945 (hereinafter called "the Minister") of the other part WITNESSETH as follows:-

I IN consideration of the sum of £77 paid by the Minister to the Lessor (the receipt whereof the Lessor hereby acknowledges) in respect of the standing timber on the land coloured yellow on the plan hereinafter referred to and of the rent hereby reserved and of the covenants and conditions hereinafter contained and on the part of the Minister to be paid observed and performed the Lessor demises unto the Minister ALL THAT property described in the First Schedule hereto and more particularly delineated and coloured pink yellow and green on the plan annexed hereto TOGETHER with the following rights namely (1) A right of way at all times and for all purposes to and from the demised premises along the road or track indicated by the dotted brown line on the said plan as more particularly referred to in the First Schedule hereto (with the right to make up the surface of such road or track for such purposes) (2) The right (but subject to the reservation of timber hereinafter contained) to cut fell and convert to his own use all or any timber trees saplings pollards and plantations now or at any time during the term growing upon the demised premises and to sell the same before or after cutting or felling (3) The right to erect and maintain in or upon the demised premises such plant machinery and buildings as the Minister may require for forestry purposes and also to erect and maintain thereon such houses and other buildings as he may require for the provision of accommodation and amenities for his employees (4) The right

*Advised
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(but subject to any other provisions of this Lease) to carry out on the demised premises all works usual or necessary for purposes connected with forestry (5) The right for the Minister to win and get out of the demised premises all such stone sand gravel and other road or building materials as he may require for the construction and maintenance of buildings walls fences roads rides and tracks on the demised premises and of the road or track indicated by the dotted brown line on the said plan EXCEPT AND RESERVED unto the Lessor all the rights specified in the Second Schedule hereto TO HOLD the same unto the Minister from the date hereof for the term of nine hundred and ninety nine years PAYING therefor during the said term the yearly rent of Nine pounds fifteen shillings clear of all deductions (except Landlord's Property Tax Land Tax Tithe Redemption Annuity and Owner's Drainage Rates) by yearly payments on the 29th day of September in each year of the said term the first payment of such rent to be made on the 29th day of September next following the date hereof and to be a proportionate amount in respect of the period from the date hereof to such date for the first payment of rent

II THE Minister hereby COVENANTS with the Lessor as set out in the Third Schedule hereto

III THE Lessor hereby COVENANTS with the Minister as set out in the Fourth Schedule hereto

IV IT IS HEREBY AGREED AND DECLARED as follows:-

(1) IF the rent hereby reserved or any part thereof shall be unpaid for twenty-one days next after the same shall have become due whether lawfully demanded or not or if the Minister shall not observe and perform the covenants and agreements herein contained and on his part to be observed and performed THEN it shall be lawful for the Lessor to re-enter upon the demised premises or any part

thereof in the name of the whole and thereupon this Lease shall determine but without prejudice to any right of action or other remedy which may have accrued or arisen to the Lessor prior to such re-entry

(2) IF any dispute or difference shall arise under out of or in connection with this Lease (including the construction thereof) the same shall be referred to the decision of a sole arbitrator to be nominated in default of agreement by the President for the time being of the Royal Institution of Chartered Surveyors subject to and in accordance with the Arbitration Act 1950 or any statutory re-enactment or modification thereof

(3) WHERE the context so admits the expression "the Lessor" shall include the person for the time being entitled to the reversion immediately expectant on the term hereby granted and the expression "the Minister" shall so long as the said term 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 demised premises or any part thereof and thereafter such expression shall include the Minister's successors in title

V

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 other than the rent exceeds £500

I N W I T N E S S whereof the Lessor has hereunto set his hand and seal and the Minister has caused his Official Seal to be hereunto affixed the day and year first before written

THE FIRST SCHEDULE

(Description of the demised premises)

ALL THOSE pieces or parcels of land and woodland

situate in the Parishes of Bucklebury and Thatcham in the County of Berks known as Berry's Copse and Blacklands Copse All which said premises comprise O.S. Numbers 956 31 and 32 on the O.S. Map for the said Parishes contains an area of 77.570 acres or thereabouts and are coloured yellow pink and green on the plan annexed hereto Together with a right of way at all times and for all purposes over the roadway 15 feet wide shewn by the dotted brown line on the said plan But subject nevertheless to the right of the owners of the property on the West side of Blacklands Copse to use the track which runs along the western boundary of Blacklands Copse for all purposes including the haulage of timber

THE SECOND SCHEDULE

(Exceptions and Reservations)

RESERVATION OF MINES AND MINERALS BY
UNDERGROUND WORKINGS ONLY

(1) (Subject to the right hereinbefore granted to the Minister) all mines and minerals in or under the demised premises or any part thereof with liberty for the Lessor and the Lessor's licensees and his and their agents and servants to dig get and carry away the same but by underground workings only and making compensation for any damage done thereby and without entering upon or in any manner affecting or exercising any rights or powers whatsoever in or over the surface of the demised premises

RESERVATION OF RIGHTS IN RESPECT OF TIMBER

(2) The right to fell all the timber trees saplings pollards and plantations (hereinafter in this clause referred to as "timber") on such parts of the demised premises as are coloured pink on the said plan and extending to an area of four acres or thereabouts and to remove the same by means of such roads rides and paths on the demised premises as shall be indicated by the Minister PROVIDED ALWAYS that such right shall absolutely cease and determine on the Second

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anniversary of the date of these presents or on such subsequent day as the Minister by notice in writing to the Lessor may appoint whether the timber shall have been then felled or not and any timber poles or logs not removed by the said anniversary or such subsequent day as aforesaid shall belong to the Minister PROVIDED ALSO that if any licence necessary to enable the Lessor to proceed with the felling of the timber shall not be granted by the end of the period aforesaid then (subject to the Lessor having made every effort to obtain such licence) the period of this reservation shall be extended until such time after the date when such licence shall have been obtained as may in default of agreement between the parties hereto be reasonably necessary in the opinion of the Arbitrator to complete the felling and removal of the timber

RESERVATION OF SPORTING RIGHTS

(3) (Subject to the provisions of the Ground Game Act 1880 the Ground Game (Amendment) Act 1906 and the Agricultural Holdings Act 1948 and to a right for the Minister to keep down kill and carry away black game and squirrels and to shoot deer and to kill wood pigeons) the exclusive right for the Lessor and all others authorised by him in writing of entering the demised premises and of sporting thereon by shooting fishing taking destroying killing and carrying away all and all manner of game including snipe woodcock wild fowl quails plover wood pigeons and landrail and of rearing and preserving the same and the right for the Lessor and such persons as aforesaid of entering the demised premises and of shooting hares and rabbits thereon PROVIDED ALWAYS that every person so authorised by the Lessor as aforesaid shall carry with him the Lessor's written authority and shall produce the same on demand

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to the Minister and his agents and servants

(4) A right of air and exercise over all the demised premises in favour of the Lessor and all persons authorized by him Such right shall be appurtenant to Bucklebury Grange and shall continue so long as Bucklebury Grange is used as a private residence

THE THIRD SCHEDULE

(Covenants on the Part of the Minister)

(1) TO pay the rent hereby reserved at the times and in manner aforesaid subject nevertheless to any abatement to which the Minister may be entitled under the provisions of this lease

(2) EXCEPT as hereinafter provided to pay or discharge or indemnify the Lessor against payment of all rates taxes assessments and outgoings whether parliamentary parochial local or otherwise which now are or hereafter shall be rated charged assessed or imposed on the demised premises in so far as they shall remain in the possession of the Minister or on the Landlord or Tenant in respect thereof (Landlord's Property Tax Land Tax Tithe Redemption Annuity and Owner's Drainage Rates excepted)

(3) TO make good all damage caused by the exercise of the right of way hereby granted over the roadway shewn by the dotted brown line on the said plan

(4) TO erect and maintain in good repair such fencing as may be required for forestry purposes

THE FOURTH SCHEDULE

(Covenants on the Part of the Lessor)

(1) TO pay or indemnify the Minister against Landlord's Property Tax Land Tax Tithe Redemption Annuity and Owner's Drainage Rates

(2) THAT the Minister on payment of the said rent and due observance and performance on his part of the covenants agreements and conditions herein contained shall hold the

demised premises during the said term without any lawful
eviction or interruption by the Lessor or any person claiming
under or in trust for him

(3) THAT the Lessor will from time to time with all
speed burn the lop and top of all trees felled by him pursuant
to the reservation in that behalf hereinbefore contained and
will not later than one month after the end of any period
during which any timber or trees are so reserved or such
later date as may be agreed in writing by the Minister clear
the said parts of the demised premises coloured pink on the
said plan and will thereby do or cause no unnecessary
damage to the demised premises or to any timber trees
underwood or new planting thereon

(4) TO allow the Minister the following yearly
abatements of the rent hereby reserved namely during the
subsistence of any rights in respect of timber trees
saplings pollards or plantations which may be hereby reserved
to the Lessor then in respect of such parts of the demised
premises as are affected thereby an abatement at the rate
of 2s. 6d. per acre

(5) TO pay all such rates taxes assessments and out-
goings in respect of the rights hereby reserved and of any
part of the demised premises possession whereof is so
reserved to or resumed by him as aforesaid and also in
respect of any part of the demised premises over which for
the time being rights in respect of timber may be reserved to
the Lessor as would otherwise be payable by the Minister
under his covenant in that behalf hereinbefore contained

(6) TO pay to the Minister within two months after
ascertainment full compensation for all loss or damage
whatsoever (except for damage by fire) done or occasioned
to or sustained by the Minister or his tenants by the
exercise of any of the rights hereby reserved

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(7) IN the exercise of the rights hereby reserved not to cause or permit any fires to be lighted (except for burning the lop and top of reserved timber or trees) or any cigar or cigarette ends or other lights to be left unextinguished on the demised premises and to comply with such restrictions as the Minister may from time to time impose as to smoking on the demised premises and at all times to take all reasonable precautions against the outbreak of fire thereon

①

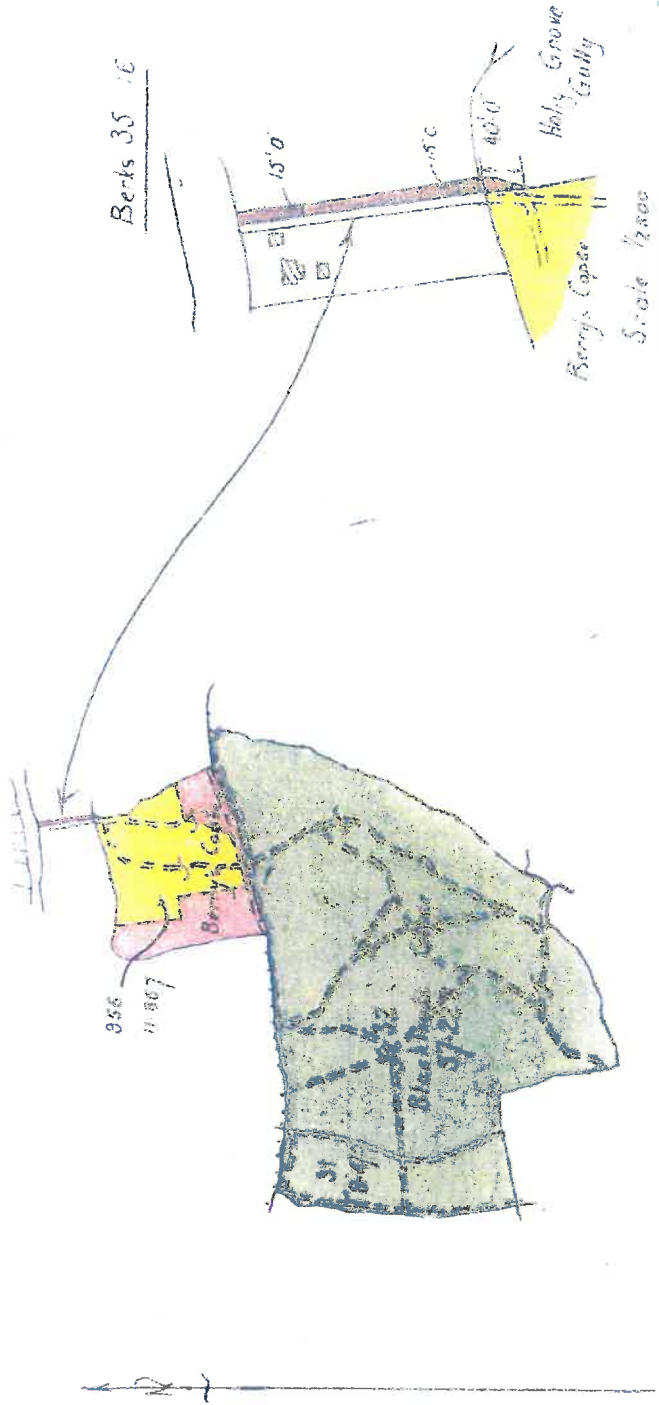
Laeminianus

RFB

① try to stop R.B. as a
other fires but no fences
so difficult to police.

A/2082 BUCKLEBURY FOREST
(Bucklebury Grange Wood)

Berks 35 SE



Scale 6" = 1 Mile

CROWN COPYRIGHT RESERVED

18.5.51

DATED 14th September 1954

FORESTRY ACT 1945

COUNTY OF BERKS
BUCKLEBURY FOREST

- to -

THE MINISTER OF AGRICULTURE
AND FISHERIES

LEA S E

- of -


land in the parishes of Bucklebury
and Thatcham

44

COMMENCING <u>14th September</u>	<u>1954</u>
TERM OF YEARS	<u>99</u>
EXPIRES <u>14th September</u>	<u>2053</u>

RENT £9 15s. 0d. per annum

Handwritten initials

E.  R.
H.M. LAND REGISTRY
TITLE No. BK 95980
NOTICE REGISTERED.