

Copy to m.c.
26/9/12 for
his views

ENGLAND

G B Crook
G B & B Crook Farms
Ribble Hall
Shore Road
Hesketh Bank
Preston
PR4 6XP

Ainsdale Sand Dunes
National Nature Reserve

2 West end Lodge
Pinfold lane
Ainsdale
Southport

PR8 3QW

T 01704 578774
M 07971974440

Dear Mr Crook,

Rights of Agricultural Access Bank Pace leading to Suttons Pace and Charnleys Lane Pace.

It was very good to meet with you and your daughter Amy on 4th September 2012 to discuss the right of agricultural access afforded Natural England at Charnleys lane across your land. In the meeting you agreed to reinstate our access which has been curtailed by a gate at one end and a ditch at the other if I could show you the papers proving these legal rights.

I have found the purchase agreement from 1979 with the map supplied by your good self at that time showing our rights of agricultural access. Marked C and D for Charnleys lane. These rights are enshrined in the Scarisbrick Estates Drainage Act of 1924. I enclose a photocopy of the relevant part of the sale agreement and the map.

I was surprised to discover that we also have a right of Agricultural access at Bank Pace leading to Suttons Pace marked E and F on the map. This access has also been removed by a ditch at the embankment end and several gates between the main road and our land.

I would be very grateful if you could reinstate our access by filling in the newly dug ditching works on both tracks with a pipe and suitable hardcore and supply us with the keys to all gates crossing both routes.

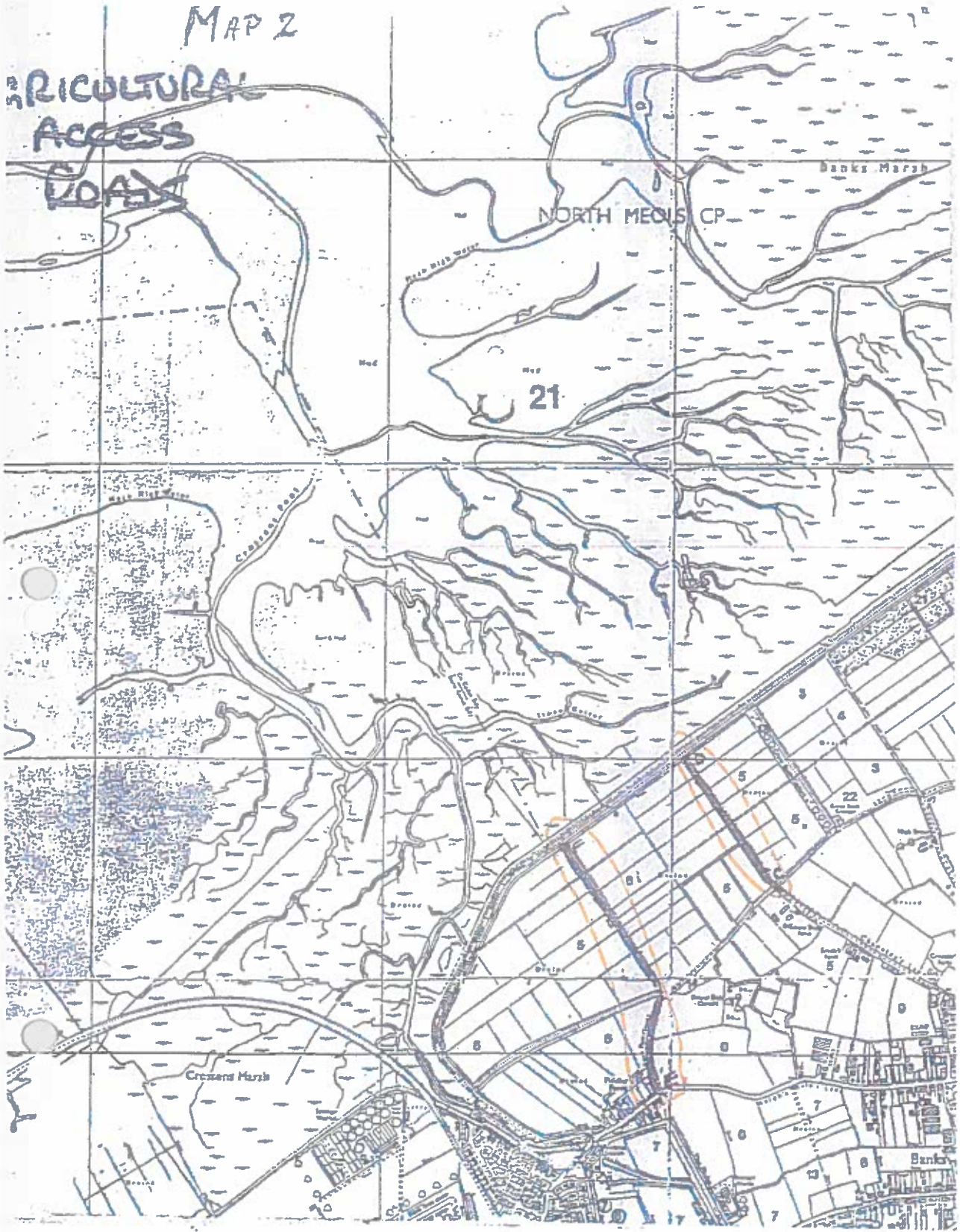
Yours Sincerely



Dave Mercer
Senior Reserve Manager
Ainsdale Sand Dunes NNR and The Ribble Estuary NNR
18th September 2012.

MAP 2

AGRICULTURAL
ACCESS
ROADS



THIS AGREEMENT is made the _____ day of _____ 1979.

BETWEEN the Vendors and the Purchasers (as hereinafter described) whereby the Vendor shall sell and the Purchaser shall purchase the property at the price and in accordance with the terms of this Agreement.

1. In this Agreement the following terms shall have the following meaning:

THE VENDORS Hindrik Heerema of Post Bus 6044 Groningen Holland and Emirate Limited whose registered office is situate at 5 Athol Street Douglas Isle of Man.

THE PURCHASER Nature Conservancy Council whose address is _____

THE PROPERTY ALL THAT freehold land situate at Crossens Banks Near Southport and being as to part in the County of Merseyside and as to part in the County of Lancaster totalling 5.522.31 acres or thereabouts and which said freehold land is more particularly described in the First Schedule hereto

THE PRICE ONE MILLION AND SEVEN HUNDRED AND TWENTY FIVE THOUSAND POUNDS

THE DEPOSIT ONE MILLION FIVE HUNDRED AND FIFTY TWO THOUSAND FIVE HUNDRED POUNDS

2. The Vendors will sell as Trustees for Sale and the Purchaser shall purchase the property for the price

3. Completion shall take place on the completion date

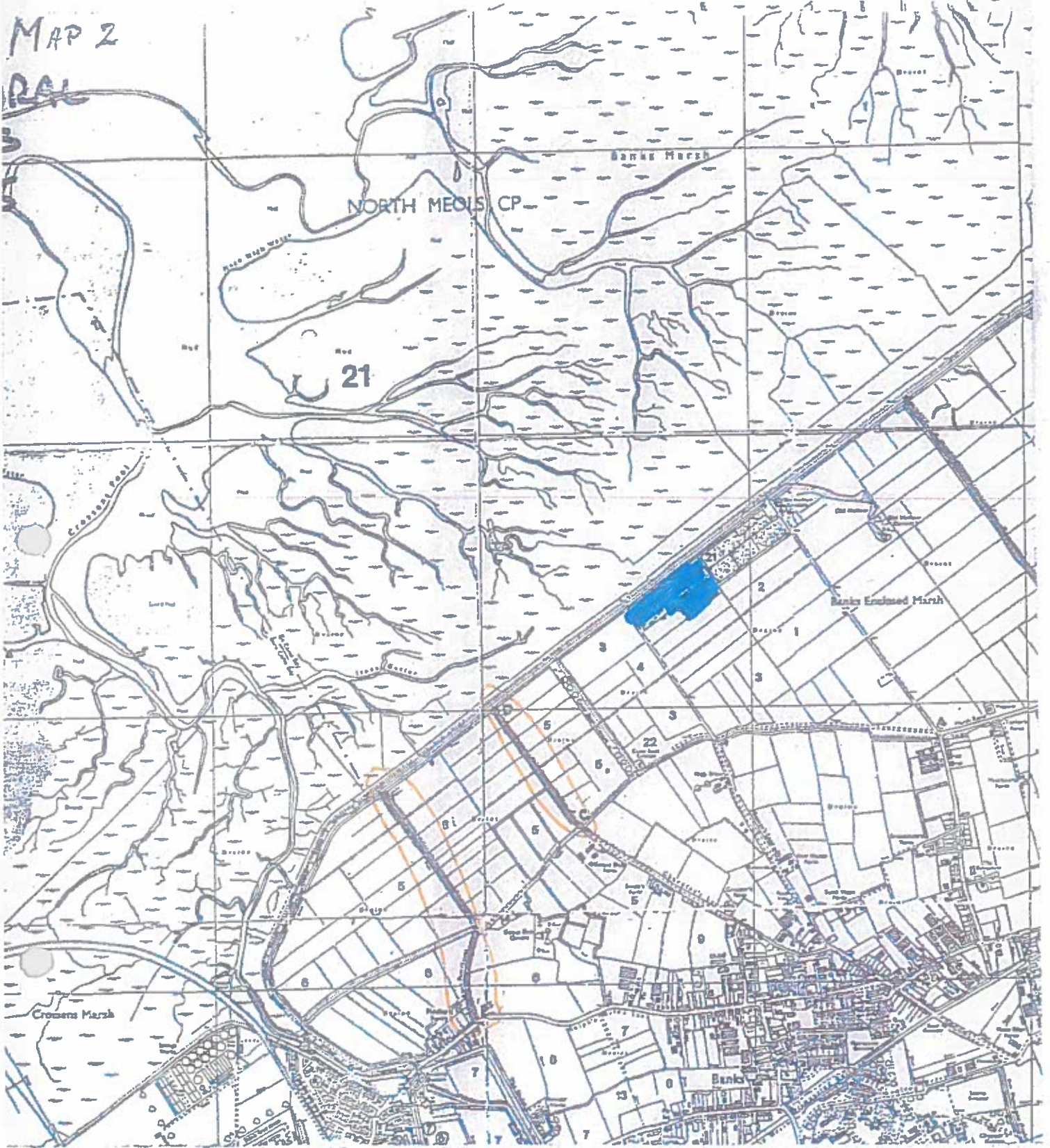
4. The title to the property shall be deduced and shall commence:-

(a) As to that part of the property being first described in the said First Schedule with The Scarisbrick Estate Drainage Act 1924. and shall continue with a Deed of Appointment of Trustees dated 1st March 1926. (except that the title to the rights referred to in that deed dated 11th November 1975. shall consist of the deeds mentioned in the Schedule thereto)

(b) As to that part of the property being secondly described in the said First Schedule the Purchasers will be supplied with

MAP 2

RAI



TOGETHER WITH in common with all others entitled to the right like

(a) Full rights of way at all times and for all purposes over such part of the track now or formerly known as New Lane Pace between the points marked A and D on the said plan and

(b) Full rights of way at all times for agricultural purposes only over the tracks now or formerly known as Bank Pace leading to Suttons Pace and over Charnleys Lane Pace between the points marked C and D and E and F on the said plan and together with all sporting rights exercised over the property but subject to the rights reservations covenants and condition and matter contained or referred to in the Scarisbrick Estates Drainage Act 1924. and in the Partition Deed so far as the same are still subsisting and capable of taking effect and affect the property hereby agreed to be sold

THE SECOND SCHEDULE before referred to

Section 10 of the Drainage Act 1924.

25th October 1926. THE SAID DEED OF PARTITION

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