

The Planning Inspectorate  
National Infrastructure Planning

Date 17 November 2023

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Direct tel: [REDACTED]

E-mail: [REDACTED]@gateleylegal.com

**By Email:** [lowerthamescrossing@planninginspectorate.gov.uk](mailto:lowerthamescrossing@planninginspectorate.gov.uk)

Dear Sir/Madam

**Lower Thames Crossing Development Consent Order  
REPRESENTATIONS SUBMITTED ON BEHALF OF CS PADFIELD, S&J PADFIELD  
PARTNERS LLP AND S&J PADFIELD ESTATES LLP**  
(Planning Inspectorate References: **20035860, 20035861 and 20035864**)

As you are aware, we are instructed to act on behalf of Christopher Scott Padfield, S&J Padfield & Partners LLP and S&J Padfield Estates LLP ("Padfield"), who are the owners of land located to the north and south of the A127 and to the east and west of the M25 at Junction 29, known collectively as the Codham Hall Estate.

**We are attending the CAH5 hearing on Tuesday 21 November 2023 and wanted to submit documents to the Examination updating our submissions which we now attach to this letter.**

Should there be any queries in connection with the contents of this letter please direct them to Karen Howard whose details can be found above.

Yours faithfully

[REDACTED]

Gateley Legal

1 Paternoster Square  
London EC4M 7DX  
DX 824 London City  
020 7653 1600

[REDACTED]

Application by National Highways for an Order  
granting Development Consent for The Lower  
Thames Crossing

**SUBMISSION OF UPDATED EVIDENCE**

(Planning Inspectorate References: **20035860;**  
**20035861 and 20035864**)

**SUBMITTED ON BEHALF OF CS PADFIELD,  
S&J PADFIELD PARTNERS LLP AND S&J  
PADFIELD ESTATES LLP**

**SUBMISSION OF UPDATED EVIDENCE**

17 November 2023

Gateley LEGAL

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## A: EXECUTIVE SUMMARY - CODHAM HALL FARM

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1. This Update relates to the proposed compulsory acquisition of land at Codham Hall Farm by National Highways (“NH”) for the northernmost parts of the scheme for Lower Thames Crossing (“LTC”) under an application for a development consent order (“DCO”) requested to be granted by the Secretary of State under the Planning Act 2008. This Note should be read with the previous representations made.
2. The structure of the Planning Act 2008 ensures that the tests under section 122 of the Act sit above all other tests in the Act by means of the extensive use of the phrase “subject to”.
3. This Update addresses these broad points:
  - a) The Secretary of State for Transport provides under a 1979 Compulsory Purchase Order the means of accesses from the M25 Junction 29 at three points to Codham Hall Farm. That Order supplies the basis of the “full and free” right and means of access between the south part of the Farm and the Junction;
  - b) Sections 42 and 44 of the Planning Act 2008 were not complied with by National Highways as required *before* the application was made. Numerous tenants and occupiers observable from the highway and the recent site visit by the ExA and (finally) NH would be significantly affected by a permanent closure and by a premature closure of the Secretary of State’s 1979 right and means of access at the South-East point of the Junction 29 roundabout without provision of a prior alternative access;
  - c) A closure of the South-East of the Secretary of State’s right of access without an alternative access would preclude the bringing forward of the Brentwood Enterprise Park that is the employment jewel in the crown of the local planning authority and would employ many people;
  - d) Access to the south part must be ensured by means of Protective Provisions that embeds the highways proposals for the Brentwood Enterprise Park as between the North-East point of the Junction 29 roundabout and the southern side of the 1979 Bridge (also installed by the Secretary of State for Codham Hall Farm in 1979 to ensure ongoing access to the south of the farm).
4. The Padfields’ will provide a draft of the Protective Provisions before the close of the Examination Hearing for consideration by the Secretary of State.

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## CAH APPENDIX CODHAM FARM – COBHAM HALL FARM ACCESS AND PROTECTIVE PROVISIONS

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### INTRODUCTION

1. This CAH Appendix relates to the proposed compulsory acquisition of land at Codham Hall Farm by National Highways (“NH”) for the northernmost parts of the scheme for Lower Thames Crossing (“LTC”) under an application for a development consent order (“DCO”) requested to be granted by the Secretary of State under the Planning Act 2008. This Note should be read with the previous representations made.
2. The structure of the Planning Act 2008 ensures that the tests under section 122 of the Act sit above all other tests in the Act by means of the extensive use of the phrase “subject to”.
3. This CAH Appendix addresses in **Appendix A** hereto these broad points:
  - a) The Secretary of State for Transport provides under a 1979 Compulsory Purchase Order the means of accesses from the M25 Junction 29 at three points to Codham Hall Farm. That Order supplies the basis of the “full and free” right and means of access between the south part of the Farm and the Junction;
  - b) Sections 42 and 44 of the Planning Act 2008 were not complied with by National Highways as required *before* the application was made. Numerous tenants and occupiers observable from the highway and the recent site visit by the ExA and (finally) NH would be significantly affected by a permanent closure and by a premature closure of the Secretary of State’s 1979 right and means of access at the South-East point of the Junction 29 roundabout without provision of a prior alternative access;
  - c) A closure of the South-East of the Secretary of State’s right of access without an alternative access would preclude the bringing forward of the Brentwood Enterprise Park that is the employment jewel in the crown of the local planning authority and would employ many people;
  - d) Access to the south part must be ensured by means of Protective Provisions that embeds the highways proposals for the Brentwood Enterprise Park as between the North-East point of the Junction 29 roundabout and the southern side of the 1979 Bridge (also installed by the Secretary of State for Codham Hall Farm in 1979 to ensure ongoing access to the south of the farm).
4. The Padfields’ will provide a draft of the Protective Provisions before the close of the Examination Hearing for consideration by the Secretary of State.

**CHRISTIAAN ZWART**  
39, Essex Chambers,  
81, Chancery Lane,  
London WC2A 1DD.  
17<sup>th</sup> November 2023

## APPENDIX A

### ANALYSIS

5. The following is apparent.

#### **A. The Statutory Scheme of the Planning Act 2008 for Compulsory Acquisition and Provisions**

6. The 2008 Act includes under section 120 for “provisions” that may be included in a DCO. Under section 120(3) and (4), and Part 1 of Schedule 5, these include under paragraph 10: “The protection of the property or interests of any person”.

7. Sections 120(1)-(5) are made, by subsection (7), expressly “subject to” section 122. Therefore, the development consent aspects of a DCO are expressly required by Parliament to be subject to the compulsory acquisition aspects of a DCO, and not vice versa.

8. Section 122 provides under (1) that: “ An order granting development consent may include provision authorising the compulsory acquisition of land *only if* the Secretary of State is satisfied that the conditions in subsections (2) and (3) are met.”

9. Subsections (2) and (3) provide:

*2) The condition is that the land—*

*a) is required for the development to which the development consent relates,*

*b) is required to facilitate or is incidental to that development, or*

*c) is replacement land which is to be given in exchange for the order land under section 131 or 132.*

*3) The condition is that there is a compelling case in the public interest for the land to be acquired compulsorily.*

10. The common law requires a particular approach to the construction of statutory provisions. See the Supreme Court’s decision in *Sainsbury’s*, paragraph 11. That approach *requires* the decision maker to adopt the construction that results in the least interference with private rights. Thus, in *Sainsbury’s*:  
(Emphasis added)

*9. Compulsory acquisition by public authorities for public purposes has always been in this country entirely a creature of statute: Rugby Joint Water Board v Shaw-Fox [1973] AC 202, 214. The courts have been astute to impose a strict construction on statutes expropriating private property, and to ensure that rights of compulsory acquisition granted for a specified purpose may not be used for a different or collateral purpose: see Taggart, “Expropriation, Public Purpose and the Constitution”, in *The Golden Metwand and the Crooked Cord: Essays on Public Law in Honour of Sir William Wade*, (1998) ed Forsyth & Hare, p 91...*

*10. In Prest v Secretary of State for Wales (1982) 81 LGR 193, 198 Lord Denning MR said:*

*“I regard it as a principle of our constitutional law that no citizen is to be deprived of his land by any public authority against his will, unless it is demands . . .”*

*And Watkins LJ said, at pp 211—212:*

*“The taking of a person’s land against his will is a serious invasion of his proprietary rights. The use of statutory authority for the destruction of those rights requires to be most carefully scrutinised. The courts must be vigilant to see to it that that authority is not abused. It must not be used unless it is clear that the Secretary of State has allowed those rights to be violated by a decision based upon the right legal principles, adequate evidence and proper consideration of the factor which sways his mind into confirmation of the order sought.”*

11. Recently, in the High Court of Australia, French CJ said in *R & R Fazzolari Pty Ltd v Parramatta City Council* [2009] HCA 12, paras 40, 42, 43:

*“40. Private property rights, although subject to compulsory acquisition by statute, have long been hedged about by the common law with protections. These protections are not absolute but take the form of interpretative approaches where statutes are said to affect such rights.”*

*“42. The attribution by Blackstone, of caution to the legislature in exercising its power over private property, is reflected in what has been called a presumption, in the interpretation of statutes, against an intention to interfere with vested property rights . . .*

*“43. The terminology of ‘presumption’ is linked to that of ‘legislative Intention’. As a practical matter it means that, where a statute is capable of more than one construction, that construction will be chosen which interferes least with private property rights.”*

11. Applying paragraph 11 of *Sainsbury’s* to section 122, in particular, section 122(2)(a) and (b), the common law precludes the scope of “required” being modified to mean “potentially” or “contingently” “required”.

12. The common law also requires that land acquisition powers only be used as a remedy of last resort, clear cut in favour of compulsory acquisition, and that any doubt (including evidentially) *must* be resolved in favour of the person whose land is being taken. See *Prest*: (Emphasis added)

*In any case, there. fore, [sic] where the scales are evenly balanced — for or against compulsory acquisition w the decision — by whomsoever it is made — should come down against compulsory acquisition. I regard it as a principle of our constitutional law that no citizen is to be deprived of his land by any public authority against his will, unless it is expressly authorised by Parliament and the public interest decisively so demands...*

*If there is any reasonable doubt on the matter, the balance must be resolved in favour of the citizen.*

13. Thus, there are three elements:

- a) The authorisation must be express;
- b) The public interest must “decisively” demand deprivation; and
- c) Any reasonable doubt is required by law to be resolved in favour of the citizen (and against the land taker).

14. “Reasonable” doubt does not mean “*Wednesbury* reasonable” (in the sense of a decision maker choosing to make a decision). Rather, “reasonable” as used in *Prest* means *evidential* doubt. Hence, in *Prest*, the Court then applied that “principle” (“*no citizen is to be deprived of his land by any public authority against his will, unless...”*) by illustration: (Emphasis added)

*This principle was well applied by Mr. Justice Forbes in Brown v. Secretary of State for the Environment (1978) P. & C.R. 285, where there were alternative sites available to the local authority, including one owned by them. He said (at page 291):*

*“It seems to me that there is a very long and respectable tradition for the view that an authority that seeks to dispossess a citizen of his land must do so by showing that it is necessary ... **If, in fact,** the acquiring authority is itself in possession of other suitable land other land that is wholly suitable for that purpose – then it seems to me that no reasonable Secretary of State faced with that fact could come to the conclusion that it was necessary for the authority to acquire other land compulsorily for precisely the same purpose.”*

15. That is, the law treats the decision maker as *irrational* if there is *in fact* – evidenced fact - an alternative. The law does not require a precise geophysical actual match between the alternative and the proposal but only that the alternative be suitable for the “same purpose”. Thereby, compulsory acquisition is ensured to be a “last resort” and not a public law “preference” for “first resort” disguised as “last resort”.
16. The common law also requires a particular approach to the content of “proportionality”. In *Bank Mellat v HM Treasury (No 2)* [2014] AC 700, the Supreme Court set out the elements of the “structured proportionality” test at paragraphs 65-78, in particular paragraph 74(1)-(4) where the Supreme Court set out that test and its components: (Emphasis added)

*74. The judgment of Dickson CJ in Oakes provides the clearest and most influential judicial analysis of proportionality within the common law tradition of legal reasoning. Its attraction as a heuristic tool is that, by breaking down an assessment of proportionality into distinct elements, it can clarify different aspects of such an assessment, and make value judgments more explicit. The approach adopted in Oakes can be summarised by saying that it is necessary to determine (1) whether the objective of the measure is sufficiently important to justify the limitation of a protected right, (2) whether the measure is rationally connected to the objective, (3) whether a less intrusive measure could have been used without unacceptably compromising the achievement of the objective, and (4) whether, balancing the severity of the measure's effects on the rights of the persons to whom it applies against the importance of the objective, to the extent that the measure will contribute to its achievement, the former outweighs the latter.... In essence, the question at step four is whether the impact of the rights infringement is disproportionate to the likely benefit of the impugned measure.*

17. The guidance in the NPSNN reflects the statutory position that section 120 is “subject to” section 122 (and not the other way around). Thus, there is no reference to CPO in the NPSNN nor can the *presumption* under the NPS NN in favour of national networks be imported *into* section 122 of the Planning Act 2008 (not least because section 120(7) statutorily precludes that presumption from being imported by making section 120(1)-(5) “subject to” section 122).
18. Nor is the guidance on “Alternatives” in the NPSNN *relevant* to section 122. Instead, the separate guidance: “Planning Act 2008: guidance related to procedures for the compulsory acquisition of land (September 2013)” (“the Guidance”) applies to assess the use of compulsory purchase powers under section 122 of the 2008 Act. At most, paragraph 15 recognises that “factors” may be considered under section 122. But a presumption is an approach and cannot be a factor.



19. Guidance paragraph 14 provides:

*14. In determining where the balance of public interest lies, the Secretary of State will weigh up the public benefits that a scheme will bring against any private loss to those affected by compulsory acquisition.*

20. Guidance paragraph 16 recognises that: (Emphasis added)

*16. There may be circumstances where the Secretary of State could reasonably justify granting development consent for a project, but decide against including in an order the provisions authorising the compulsory acquisition of the land. For example, ... , the Secretary of State may consider that the scheme itself should be modified in a way that affects the requirement for land which would otherwise be subject to compulsory acquisition...*

21. The modification of a scheme is not without precedent in the DCO sphere nor through means of Protective Provisions. Indeed, the use of Protective Provisions under paragraph 10 of Part 1 to Schedule 5 of the Planning Act 2008 have been extended – in line with their unfettered extent of “any person” – to include a private company to protect (in the public interest and as a result of a need) businesses affected by DCO development. Thus, in the recent “Riverside Energy Park Order 2020”, the Secretary of State granted a DCO that included Protective Provision for the adjacent business “RRRL” by Article 39 and Part 1 of Schedule 10: “For the Protection of RRRL”. Article 2(1) of the DCO defined RRRL as a limited company:

*“RRRL” means Riverside Resource Recovery Limited (company number 03723386) whose registered office is at 2 Coldbath Square, London, EC1R 5HL together with its successors in title of that part of the Order land identified in the book of reference;*

22. Part 1 of Schedule 10 set out various protections including, under paragraph 2 by reference to “access”, with paragraph 3 ensuring access by RRRL for its existing business, whilst paragraph 4 provided to ensure the RRRL as *first* protected *before* the developer could install pipes of the authorised development:

**2. In this part of this Schedule**

*“access road” means that part of the access road known as Norman Road between points C and D on the access and public rights of way plan; ...*

*“internal street” means any roads that service the RRRL facility and which are located within the RRRL facility perimeter;*

*“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;*

*“RRRL facility” means the energy from waste facility and associated infrastructure at Norman Road, Belvedere, Bexley, Kent;*

*“RRRL facility perimeter” means that part of the Order land identified as plots 02/01, 02/03, 02/10, 02/13, 02/14, 02/15, 02/18, 02/19, 02/25, 02/29, 02/31 and 02/32 on the land plans;*

*“RRRL land” means that part of the Order land in the freehold ownership of RRRL which, as at the date upon which this Order comes into force pursuant to Article 1, are those plots identified as being in the freehold ownership of RRRL in the book of reference but always excluding plots 02/43, 02/44, 02/47, 02/48, 02/49, and 02/51; ...*

**3. Upon the permanent stopping up of the access road pursuant to article 14 (permanent stopping up of streets), the undertaker must afford to RRRL the rights for RRRL and all persons authorised on its behalf**

*to enter and pass and re-pass, on foot and/or with or without vehicles, plant and machinery, for all purposes in connection with its occupation and use of the RRRL facility.*

*4. The undertaker must not install pipes for the offtake of waste heat from the authorised development without first giving RRRL the option to combine its pipes with any pipes for the offtake of waste heat from the authorised development. The undertaker must have regard to any consultation responses received from RRRL when finalising the location of pipes for the offtake of waste heat from the authorised development...*

*6. Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not acquire any apparatus within the RRRL land otherwise than by agreement.*

23. Part 2 then provided for Protective Provisions for Statutory Undertakers.

**B. The 1979 Order of the Secretary of State for Transport and his Provision of “full and free” Rights and Accesses from Junction 29 to Codham Hall**

24. A Detailed Chronology is set out in **Appendix C** hereto and by reference to Tab 13 of the Statutory Declaration of Mr Padfield.

25. The Detailed Chronology and documents to which it refers discloses the following.

**The Origin of the 1979 Compulsory Purchase Order of the Secretary of State for Transport**

26. Before 2000, the freehold of Codham Hall Farm was owned by Essex County Council and that land was farmed by the Padfields.

27. The Farm was bisected West to East by the A127. The Farm was envisaged to be bisected from North to South by the then proposed M25. In particular, by provision of an interchange at Junction 29 between those highways, that would be situated on a piece of land immediately South of the A127 at the intersection with a brook.

28. The consequence of the proposed M25 would be to quarter the Farm land and preclude access within it from West to East and vice versa due to increased traffic inhibiting crossing the A127 of livestock, and a prohibition on livestock on motorway highways.

29. In 1976, the Department of Transport agreed to provide to the Council and the Padfields (as freeholder and tenant respectively) a right of access from the quartered land to and from Junction 29. In particular, the Department of Transport promised to provide two forms of access: a) an entitlement to use a new accommodation bridge between the North and the South parts of the Farm; b) an entitlement to use 3 accesses letting off from the South-West, South-East and North-East of the envisaged Interchange to the land of the County Council and the land interest of the Padfields. These 4 rights of access and use were not limited to agricultural vehicles but were for “full and free rights of access” and were real property rights. See the 2000 TR1 that must have reflected the situation in 1976 and 1979 known to the freeholder.

30. The agreement of the Department was notwithstanding the safety concerns expressed by the Padfields to that Department from traffic interaction at the accesses. However, the Department considered such accesses cheaper than providing a bridge or tunnel over or under the envisaged M25 to ensure connections between the quadrants of the Farm remained for use by the Padfields.
31. In 1977, the Secretary of State made a statutory instrument – the London-Southend Trunk Road (Codham Hall Interchange and Slip Roads) Order 1977 (“the 1977 Order”) that came into operation in May 1977 that also took its name from the Farm. Schedule 2 to the Order refers to the “roundabout” and the Site Plan showed the interchange situated on the land of the Council and on the land interest of the Padfields.
32. The 1977 Order was advertised and so too were 4 related Orders (together, “the 1977 Orders”) that were all made under the powers of the Highways Act 1959 by the Secretary of State:
- a) The M25 Motorway (A13-A12) Section)(Codham Hall Interchange Connecting Roads) Scheme 1977;
  - b) The London-Southend Trunk Road (Codham Hall Inter-changes and Slip Roads) Order 1977;
  - c) The London-Southend Trunk Road (Codham Hall Inter-changes Side Roads) Order 1977;
  - d) The M25 Motorway (A13-A12) Section and Connecting Roads) Supplementary Side Roads Order 1977;  
[sic]
  - e) The M25 Motorway (A13-A12) Section (Access to Broadlands Farm) Order 1977.
33. In particular, the advertisement identified that the Secretary of State used sections 9 and 13 to provide “new means of access to premises, all at Codham Hall”.
34. It can be reasonably inferred that those new means of access to premises, in fact, were the accesses summarised in the letter dated 7<sup>th</sup> June 1976 from Savills to the Council, page 2, paragraph 3:
- a) South-West;
  - b) South-East (the “1979 South-Eastern Interchange Access” referred to in **Appendix B** hereto); and
  - c) North-East
- of the Interchange.
35. Three of the advertised 1977 Orders were defined in the statutory instrument: “The M25 Motorway (A13-A12 Section)(North Ockendon to Nags Head Lane) Compulsory Purchase Order (No. CE9) 1979” (“the 1979 CP Order”), and another Order (from 1975) was also referred to. See paragraph 6, Definitions in the 1979 CP Order:
- a) The M25 Motorway (A13-A12) Section)(Codham Hall Interchange Connecting Roads) Scheme 1977 (further defined to mean “the Connecting Roads Scheme”);

b) The London-Southend Trunk Road (Codham Hall Inter-changes and Slip Roads) Order 1977.

### **The 1979 Compulsory Purchase Order**

36. Importantly, the terms on which the 1979 CP Order made by the Secretary of State for Transport was *authorised* were expressly “*subject to*” the provisions of the Order referred to in paragraphs 1(1)(a)-(g). Those provisions expressly requires, at (b) “the construction of connecting road at Codham Hall ... in pursuance of the Connecting Roads Scheme”; and at (d), “the *provision of new means of access to premises* ... in pursuance of the Side Roads Orders”, and (f) the construction and improvement of other highways and the execution of other works mentioned above...”.

37. Those terms created the 1979 South-Eastern Interchange Access (and also the other accesses).

38. It may be taken as read that National Highways has known of this actual position since 1979 because it is the successor highway authority to that which constructed the M25 and Junction 29 pursuant to the 1979 CP Order.

39. The *scope of the land rights* required under the new means of access is not limited.

40. A subsequent Transfer from the County Council to Padfield in 2000 refers at paragraph 1.15 to the 1979 CP Order, and at paragraph 2 to the “full and free rights of access” at the 3 locations *at the edge of the interchange itself* referred to above. The Transfer evidences that the provision of new means of access referred to in the 1979 Order were in fact carried out and “in pursuance of” the 1979 CP Order and of the wide scope of the access rights over three access onto the Interchange.

41. A comparison of:

- a) the original extent of the *land* owned by the County Council (on which the Interchange was situated);
- b) the smaller geographical extent of the land (Title EX 653 586) conveyed in 2000 to the Padfields (showing a gap between the south-eastern edge of the Interchange and the original extent of the land owned by the County Council); and
- c) the *inclusion* in land conveyed in 2000 by the County Council as part of the “property” being rights of access and passage to and from the Sout-East access location at point “2” on the TR1 Plan, with reference to the 1979 CP Order;

shows that:

- i) the County Council *retained* the freehold of the Property and the rights of access attaching to that land so as to be able to convey a freehold and the means (physically and as a matter of right) of access to the Padfields in 2000;

- ii) the derivation source of the three access *rights* from the Junction 29 roundabout to Codham Hall Farm conveyed *by* the Council derive *from* the 1979 CP Order, itself made to give effect to London-Southend Trunk Road (Codham Hall Interchange Side Roads) Order 1977 (itself and made under sections 9, 13 and 18 of the Highways Act 1959 that formed part of the scheme of Orders for Junction 29 of the M25 . See Tab 3, London Gazette, 2<sup>nd</sup> June 1977);
- iii) The 1979 CP Order gave effect to the promise by the Department of Transport in 1976 to the Padfields (in lieu of a tunnel or bridge at the Interchange for their use) and the agreement by the Department to do the same;
- iv) The 1979 South-Eastern Interchange Access subsists as a result of the 1979 CP Order;
- v) Since 2000, the 1979 CP Order remains the legal instrument underpinning the means of access between the south part of Codham Hall Farm and the Junction 29 roundabout, both evidentially because the *instrument evidences* the provision of the means of access, from the roundabout to the Codham Hall Farm land, and also legally because that instrument supplies in law the *subsisting entitlement of means of access* to and from the roundabout on and across the actual gap between the land of the County Council and the more distant extent of the land it conveyed in 2000 to the Padfields.

42. That is, the new means of access entitlement at the three locations on the roundabout remains underpinned by paragraph 1(1)(b), (d), and (f) of the 1979 CP Order, in particular the 1979 South-Eastern Interchange Access access on the South-East point of the roundabout to the south part of Codham Hall Farm.

43. (A subsequent payment by the Highway Agency (today, National Highways) in 2004 to Padfield for a licence to cross the access evidentially affirms that that Agency affirmed that it knew of the scope and geographical extent of those “full and free rights of access” provided by the Secretary of State for Transport under the terms of, and pursuant to, the relevant 1977 Order and paragraph 1(1)(d) of the 1979 Order).

44. (The sole (and *contractual*) limitation on the scope of the *use* of the access in the South-East quadrant of the interchange was an annual payment relating to the presence of a temporary traffic lights, and a use. The terms of the contract clearly result in its determination in the event of non-payment by Padfield or the removal of the traffic lights (which could be triggered by non-payment also)).

45. The *locations of the rights* are shown on TR1 Plan for the South part of the Farm shows these, by reference to a “2”, a “3”, and letters “E-H”.

46. The *nature of the works* provided comprised 3 accesses and related accessways and the TR1 Plan for the South part of the Farm shows the locations of these works, by reference to a “2”, a “3”, and letters “E-H”.
47. Subsequently, the Secretary of State partly, and temporarily, reconfigured the access in the South-East quadrant pursuant to the permitted development rights granted under the Town and Country Planning Act 1990. That *physical* reconfiguration could not change the nature or scope of the underlying *land rights* of “full and free rights of access” provided by the Secretary of State under 1977 and 1979 Orders that he made under the Highways Act 1959, and pursuant to the promise from, and agreement by, the Department of Transport in 1976, with the Padfields, and in lieu of that Department then providing a tunnel or a bridge between the anticipated quartered land resulting from the M25. Nor did it. The physical changes derived from the Town Planning Act 1990 and provided a gyratory accessway to facilitate access and egress from the South East Access point by road repair vehicles of the Highways Agency.
48. By operation of law under section 171B(3) of the Town and Country Planning Act 1990, the most recently reconfigured part of the access became immune from enforcement under that Act from about 2020 and it cannot be removed under that Act. The underlying physical access continues to benefit from the “full and free rights of access” provided by the Secretary of State under his Orders made under the Highways Act 1959 and remains lawful.
49. The situation created originally by the Secretary of State in respect of the South Eastern access point was recognized in 1976 by the Padfields as creating a potentially dangerous state of affairs and being unsafe. The reconfigured situation created by the Highways Agency has also been recognized the Secretary of State in 2009 as creating a potentially dangerous state of affairs and being unsafe as he has provided temporary traffic lights. But the lights do not remove the state of affairs resulting from the 1976 promise and agreement as the price of avoiding a bridge or tunnel to ensure connection. Conscious of this, the Padfield’s arranged for a Stage 1 Safety Audit of the Interchange that highlights (by application of current standards) shortfalls in safety – problem locations – as part of the envisaged development of their land and the removal of the South Eastern access point simultaneously making increased use of the North Eastern access (at point H on the TR1 Plan) originally also provided by the Secretary of State.
50. Just as the 1977 and 1979 Orders are statutory instruments made under the Highways Act, so too does the Planning Act 2008 create a statutory instrument. The 2008 Act includes under section 120(5)(a) and (b) provisions that may be included in a DCO “to modify or disapply a statutory provision” (as defined to mean a provision of an Act or of an instrument made under an Act).

### C. Tenants and Occupiers

51. Sections 42 and 44 of the Planning Act 2008 require National Highways – *before* it makes its application for a DCO – to consult “each person” in the categories in section 44. Section 44 provides for 3 categories of person.

52. Section 44 states:

- 1) *A person is within Category 1 if the applicant, after making diligent inquiry, knows that the person is an owner, lessee, tenant (whatever the tenancy period) or occupier of the land.*

53. The Act does not require a person whose land is threatened to do anything under sections 42 and 44. Instead, it requires National Highways to make (not “enquiries”) but “diligent” enquiries. The ordinary meaning of “diligent” is “assiduous” or “attentive to one’s duties”. The first time that it appears that National Highways actually visited the south part of Codham Hall Farm appears to have been on a site visit with the ExA in November 2023. On that site visit National Highways will have observed numerous occupiers and machinery, some bearing brands, and enclosed areas, within the south part of Codham Hall Farm. The population of that part is observable from the (higher) M25 and from google maps.

54. National Highways remains in actual breach of its statutory obligation to have ascertained whom to consult – and how to categorise each person as required by sections 42 and 44 - *before* it made its DCO.

55. It is no answer to make an enquiry of the freeholder because section 44(1) refers to other categories of persons having a land interest (tenants) and also to occupiers. Section 44(1) does not give National Highways the “option” of picking and mixing whom under section 44(1) it makes enquiries of. Rather, section 44(1) requires *diligence* by National Highways.

56. It is no answer to assert that “diligent” enquiry can be satisfied by not oneself having a look at the land – as was done in November 2023 on the then site visit by National Highways.

57. There is no evidence to date that National Highways has *begun* after its site visit in November 2023 to consult in some way with the range of tenants and occupiers on the south part of Codham Hall Farm.

58. Section 104(3) of the Planning Act 2008 requires the Secretary of State to decide the application in accordance with the NPS NN.

59. Paragraph 3.19 includes:

*The Government is committed to creating a more accessible and inclusive transport network that provides a range of opportunities and choices for people to connect with jobs, services and friends and family.*

60. Paragraph 3.22 provides:

*Severance can be a problem in some locations. Where appropriate applicants should seek to deliver improvements that reduce community severance and improve accessibility.*

61. Until National Highways has undertaken such diligent enquiries and consulted with each of those persons, the views of each of those persons about the scheme cannot be yet known or evaluated or weighed in the balance of the scheme, or their Article 1 First Protocol Rights considered individually.
62. Until National Highways has undertaken such diligent enquiries, and ascertained the category of each person on the south part of Codham Hall Farm, then National Highways cannot know whether its compensation input to the Funding Statement is adequate.
63. Section 104(2)(d) of the Planning Act 2008 requires the Secretary of State to consider matters that he thinks are important and relevant. Pending the consultation by National Highways under sections 42 and 44, National Highways are precluding him from knowing whether or not there are matters he is required to consider and evaluate.

#### **D. The Brentwood Enterprise Park**

64. The Local Planning Authority has a statutory development plan policy to develop the land of Codham Hall farm south for the Brentwood Enterprise Park.
65. There is also a planning application to give effect to that policy currently before that authority for determination under the Town and Country Planning Act 1990.
66. The National Highways scheme construction overlaps with the access required for the development of the Brentwood Enterprise Park.
67. National Highways has no technical objection to that planning application and has agreed also with the transport assessment undertaken to date (November 2023).
68. Section 104(3) of the Planning Act 2008 requires the Secretary of State to decide the application in accordance with the NPS NN.
69. As has been referred to above, paragraph 3.19 includes:

*The Government is committed to creating a more accessible and inclusive transport network that provides a range of opportunities and choices for people to connect with jobs, services and friends and family.*

70. Paragraph 3.22 provides:

*Severance can be a problem in some locations. Where appropriate applicants should seek to deliver improvements that reduce community severance and improve accessibility.*

71. Paragraph 5.165 provides:



*The applicant should identify existing and proposed<sup>106</sup> land uses near the project, any effects of replacing an existing development or use of the site with the proposed project or preventing a development or use on a neighbouring site from continuing. Applicants should also assess any effects of precluding a new development or use proposed in the development plan. The assessment should be proportionate.*

72. Paragraph 5.173 includes:

*Where the project conflicts with a proposal in a development plan, the Secretary of State should take account of the stage which the development plan document has reached in deciding what weight to give to the plan for the purposes of determining the planning significance of what is replaced, prevented or precluded.*

73. Paragraph 5.179 includes:

*Applicants can minimise the direct effects of a project on the existing use of the proposed site, or proposed uses near the site by the application of good design principles, including the layout of the project ...*

74. There is an overlap between the access provisions on the north side of the A127 adjacent to Junction 29 and to the 1979 Bridge resulting from the *timing* and *form* of the *local* scheme access under the development plan for jobs and the national scheme provision for *local* access.

75. The timing coincidence remains necessary to be ensured so as to avoid adverse impact for both.

## E. Alternative Highways Access Plans

76. In this matter, there are alternative plans for the reconfiguration of the form of access from the Interchange at the 1976 North-East point (Point “H” on the TR1 Plan at **Tab 7**) and for the provision of a bridge adjacent to the 1976 Bridge (Point “G” and “F” on the TR1 Plan at **Tab 7**) to enable and ensure access to and from Codham Farm (South) in the event that the Padfields agree to the giving up of the 1976 South-East Access established by the 1976 CP Order.
77. Understandably because it is based on parameters and remains subject to a “Design fix”, the draft DCO contains no detailed design for that situation and the Works set out in the draft DCO are described in words, are not detailed designs, and cannot be at this “fixed stage” before a contract is awarded after the required stage gateway has been granted.
78. In this respect and further, NH is prohibited from jumping the gun to award any contract for detailed design by its “Project Control Framework Handbook (v4 November 2018)” from awarding any contract to a contractor before expiry of the challenge period after a DCO has been granted and, by dint of a “design freeze” process, has the existing flexibility (and absence of detailed design) by which to accommodate changes or modifications resulting from the DCO process. The “design freeze” is current: “A design freeze event should take place in PCF Stage 3 after the statutory consultation and prior to the submission of the Development Consent Order or Highways Act powers.” See page 54. That is, NH has the ability to accommodate proposed modifications arising in the DCO sphere because the NH scheme is currently ‘fixed’ and under the Handbook terms, cannot be *unilaterally* evolving during this Stage 4 DCO Stage.
79. NH cannot advance to a subsequent stage before passing a gateway and Notice to Proceed is given by NH to a contractor. See Gateways at pages 6, 10-11, (Stage 4 & 5), 12 (Stages 4 & 5), 14, Figures 2, 3, 4, 7, 8, 13, and “Stage Gate Assessment” (e.g. at page 37: “All projects must complete a stage gate assessment review: ... At the end of every project stage as part of the managing stage boundaries process ...Prior to seeking investment authorisation to move into the next phase”).
80. Consequently, there remains flexibility in the way in which the scheme for the Interchange is presently manifested that admits of modification or refinement during this DCO stage.
81. The Padfields have a drawn scheme for the reconfiguration of the access route between 1976 North-East Access point and over the 1976 Bridge. See **Tab 14**. The ensuring of the building of that reconfigured access route by NH before it starts to use the 1976 South-East Access would be consistent with the Department of Transport promise, agreement, and provision made for new means of access in the 1976 CP Order to preserve the Padfields access between their quartered land parcels, whilst simultaneously enabling ensured closure of the said provided 1976 South-East Access to enable the construction of the Southbound Fly Route directly over the location of that provided 1976 South-East Access.

82. (Hypothetically assuming the 1976 South-East Access based on the 1979 CP Order could be within the scope of the draft DCO, and that is not accepted) there exists *in fact* an alternative to compulsory acquisition of Padfield land north of the A127 that would provide an alternative equivalent access that can be distilled to a framework of parameters within Protective Provisions.

83. The Padfields also recognize that to facilitate the National Highways scheme, and its construction also, the construction in advance of the use of their land of south Codham Hall Farm of the access shown in the alternative plans and its bridge over the A127, would provide sufficient equivalence that the Padfields could then give up the Secretary of State's ensured means of access under his 1979 CP Order in respect of the 1979 South-Eastern Access.

#### **F. Article 8 and Article 1 of the First Protocol**

84. The interference with the Padfield's Farm property (and the related lives of the Padfields) engages Article 1, First Protocol Right and Article 8. Without more, the absence of a lesser measure would result in a disproportionate affect on those rights because a lesser measure remains available and "could" be imposed under section 120(3) and (4) and paragraph 10 of Part 1 of Schedule 5 to the Act: a protective provisions. See *Bank Mellat*.

85. The inclusion of protective provisions ensuring access to the south of the Farm would result in satisfaction of element 3 of the "structured proportionality" test of Bank Mellat whilst simultaneously not having an unacceptable effect on the objective of the scheme. That would ensure satisfaction of element 3.

86. Such alternative provision would also ensure ( at least) ongoing access for a period during construction of that alternative for the tenants and occupiers whom National Highways has failed to date to identify and consult with. In circumstances where occupiers and any short term tenants would be then be provided with, for example, an extended period to seek to relocate and alterative access. It follows that it could be said that a balance of would have been struck. During that construction, the Secretary of State's 1979 CP Order ensures "full and free" access by all vehicles in and out of the land south of Codham Hall Farm directly through the 1979 South-East Access Point onto the roundabout of Junction 29 of the M25. Thus, the occupiers could continue to use that access for their vehicles pending completion by NH of the alternative access.

87. But, without alternative access, the balance could not be struck and it would be disproportionate impact would result on all occupiers of the land of Codham Hall Farm south.

## **G. Protective Provisions**

88. In the ongoing absence of ensured provisions in the draft DCO from National Highways, the Padfields will draft Protective Provisions before the end of the Examination Hearing to ensure the provision of the alternative access and its construction in advance of their then giving up their 1979 South-Eastern Access.
89. These Provisions will be drafted by the Padfields and submitted before the end of the Examination Hearing period.

## APPENDIX B

### DETAILED CHRONOLOGY

90. The detailed chronology of the right of access between Codham Hall Farm and the South-West quadrant of Junction 8 of the M25 is as follows.

1959 Highways Act 1959 provides powers under sections 9(1)(c), 11, 13 and 18 for provision of new means of access and their transfer to the highway authority in relation to a trunk road and a special road.

1973 Public Inquiry into the M25 **[Tab 2]**

1976 Map showing Codham Hall Farm with: "London to Southland Arterial Road" (the A127) traversing from West to East; drainage ditch running North to South bisecting Road. **[Tab 1]**

Plan "The M225 Motorway (A12-A13 Section)" showing pink and blue land to be acquired from Padfield including Plots 86, 86B, 86C, and 1015, and also 1047 **[Tab 1]**

Objection by Padfield to M25 Motorway (A13-A12 Section) Compulsory Purchase Order: "The Department have agreed to provide three accesses onto the roundabout at the Interchange between the A127 and the M25 [because of the otherwise resulting severance]. These will be at the north-east corner from Codham Hall, at the south-east corner into the larger block of severed land, and on the south-west corner into the severed 70 acres to the west of the M25... Whilst fully appreciating the Department's concession in providing these accesses, our Client is very concerned that the introduction of slow moving traffic into the Interchange will create a safety hazard. It is appreciate by Mr Padfield that the cost of providing access over or under trunk roads or motorways is very high... Nevertheless, we do feel that the question of safety should be of paramount importance..." **[Tab 2]**

Land Drainage Reinstatement Plan (with Field Numbers) showing in Yellow land south of the Arterial Road "Proposed area to be taken by M25 Motorway" and pylon line. **[Tab 2]**

1977 Statutory Instrument entitled: "The London-Southend Trunk Road (Codham Hall Interchange and Slip Roads) Order 1977/502" ("the 1977 Order") (in operation from 16<sup>th</sup> May 1977) with Site Plan of Interchange showing 4 slip roads referred to in Schedule 2. Paragraph 1(b) refers to "new ... other highways" that the Secretary of State proposes to construct". **[Tab 3]**

London Gazette (2<sup>nd</sup> June 1977) advertising the 1977 Order, with paragraph (3)(d) "providing new means of access to premises, all at Codham Hall" under section 9 of the Highways Act 1959", and paragraph (5) referring to section 13 of the Act authorizing provision of "new

means of access to premises in the vicinity of the route of the ... said Motorway”, and including reference to the 1977 Order. **[Tab 3]**

April 1978 Department of Transport proposes to retain the Accommodation Bridge for subsequent use by Mr Padfield, the then tenant of Codham Hall Farm, thereafter, and that the County Council consent. **[Tab 3]**

Sprin 1979 Accommodation Bridge constructed under the M25 Motorway (A13-A12 Section and Connecting Roads) (Supplementary Side Roads) Order 1977 (“The 1977 Bridge Order”). **[Tab 3]**

April 1979 Land Drainage Reinstatement Plan (with Field Numbers) **[Tab 4]**

September 1979 “The M25 Motorway (A13-A12 Section) (North Ockendon to Nags Head Lane) Compulsory Purchase Order 1979” (September 1979) (“the 1979 CP Order”) authorises “subject to the provisions of this order” the Secretary of State to purchase compulsorily land in Schedule 1 coloured pink including Plot 86 and 86B; and in Schedule 2 Plots 1014, 1043, and 1047. The “provisions” include under paragraph 1(1)“the ... following purposes ... (b) the construction of connecting roads at Codham Hall in the said London Borough in pursuance of the Connecting Roads Scheme; (c) the construction of trunk roads at Codham Hall in the said London Borough in pursuance of the Trunk Road Order; (d) the construction and improvement of highways and *the provision of new means of access to premises* between North Ockendon and Nags Head Lane in the said London Borough...(f) ... the construction of special roads ... and the execution of the works mentioned above...”, with Plans showing Plots 86, 86A, 86B and 1047, and 95. Paragraph 6 defined the “Connecting Roads” and a number of “Schemes”. **[Tab 5]**

Photographs showing, as actually constructed by and *provided for by* the Secretary of State:

- a) the South-Eastern Access from the Interchange comprised of a rumble strip, 7 bar metal double gate, and hardstanding (“the 1979 South-Eastern Interchange Access”);
- b) the Accessway comprised of grey hardstanding and with a new four rail wooden fence line) along the South-Eastern perimeter of the Arterial Road (and its Trunk Road connection) *and* Southbound Slip onto the M25 (“the 1979 Accessway”);
- c) the North-Eastern Access (“the 1979 North-Eastern Interchange Access”); and d) the Accommodation Bridge over the A127 (“the 1979 Bridge”); and
- d) a waterfilled ditch and culvert under the Trunk Road connection with cut trees **[Tab 6]**

[Photograph marked “Exhibit 5.1” and “5.2” show South-Westwards of the 1979 Access a nearby line of trees between (to their West and East) two curved lines around the edge of a field crop (“the Curved Area”) [Tab 6]; Exhibit HCSP 1 and 2 show the Curved Area as not recorded by the Land Registry as within an ownership But see [Tab 1, Plan of Codham Hall Farm]] .

Plan of Land Drainage Reinstatement showing extent of land South of Arterial Road

Exhibit HCSP 3 Plan showing in green the 4 accesses to the Interchange referred to in the 1976 letter. [Tab 6]

2000 Mr Padfield acquires Freehold of Codham Hall (South).

TR1 [Tab 7] records the location, nature and extent of rights relating to the South-Eastern Interchange Access 1979:

- a) Panel 3, Property, “under Panel 3 continued”: “together with the right or way with or without vehicles and agricultural machinery over and along the [1979 Bridge] and roadway between the points marked F, G and H on the Plan of the Highway together with or without vehicles not exceeding three metres in width through the tunnel under the M25 between the points marked B and C on the Plan and together with full and free rights of access with or without vehicles and agricultural machinery to and from the Highway known as Junction 29 of the M25 at the points marked 2 and 3 on the Plan ...”;
- b) Panel 12, Additional Information:
  - i) paragraph 1.10: “An Assignment of 7<sup>th</sup> June 1988 made between ... Padfield... County Council of Essex... and the Secretary of State for Transport”;
  - ii) paragraph 1.15: “The M25 Motorway (A13-A12) section)(North Ockenden to Naggs Head Lane) Compulsory Purchase Order (No. CE9) 1979 (hereinafter referred to as “the CPO”);
  - iii) paragraph 2.2, there is a reference to the “obligations imposed by the CPO in respect of the Property”;
  - iv) paragraph 3.5: “The right for the owners and occupiers for the time being of Codham Hall Farm (North)(being the land comprised in a Transfer of even date between the Council ... and ... Padfield...) to pass and repass with or without vehicles and agricultural machinery over and along the roadway between the roadway or track between points E and F on the plan for the purpose of access to the highway and the point marked 2”;

- v) paragraph 4: “The [Council] ... covenants with [Padfield] ... to maintain repair and renew whenever necessary the structure of the [1979 B]ridge and the embankment between points F and G on the Plan”.

The Plan referred to in the TR1 shows the extent of HM Land Title Reference EX 653 586 and also refers to points marked 2 and 3 on that Plan. These are the 1979 South-West Access (“3”) and the 1979 South-Eastern Interchange Access (“2”). The references F and G are shown in the location immediately West of the 1979 Bridge, E is shown East of the 1979 South-Eastern Interchange Access, and H is shown immediately East of the 1979 North-Eastern Interchange Access.

2004 Highways Agency actually pays to Mr Padfield £11,737.31 for a “licence for access” *across* 1979 South-Eastern Interchange Access and *use of* the 1979 Accessway for 10 weeks to enable “M25 repairs”. **[Tab 8]**

2009 Highways Agency Plan, Section 4, Proposed Site Access sketch plan showing the temporary partly reconfigured: a) 1979 Accessway; b) 1979 South-Eastern Interchange Access; pursuant to sections 59 and 60 of the Town and Country Planning Act 1990, and Class B of Part 13 of Schedule 2 to the Town and Country Planning (General Permitted Development) Order 1995 (as at 26<sup>th</sup> November 2008, now repealed). **[Tab 9]**

Skanska, Balfour Beatty, Highways Agency Plan, Section 4, Proposed Site Access with temporary roundabout forming part of the part reconfigured 1979 South-Eastern Interchange Access and 1979 Accessway by provision of a gyratory part to that Accessway and widening of the Access point (“the Balfour Beatty M25 Construction Access 2009”). **[Tab 9]**

May 2014 Annual Licence Agreement under section 278 of the Highways Act 1980 by the Highways Agency M25 Divisional Director for the provision of “traffic signals” relating to land use for existing farmland and material storage, recycling and distribution facility with Mr Padfield, conditional upon actual annual payment, and with Plan and Schedule of Works describing provision of “traffic signals”. **[Tab 10]**

2016 Brentwood Borough Council allocates through Policy E11, and Site E11 Figure 7.1, part of Mr Padfield’s land for Brentwood Enterprise Park for Strategic Employment land use: “principally for offices, light industrial and research and development, B2 and B8 and other sui generis employment uses”.

2017 Mr Padfield identifies “problems” of with 1979 South-Eastern Interchange Access (as reconfigured and the signaled by the Highways Agency) by Stage 1 Safety Audit, at Figure B-1. **[Tab 11]**

c. 2020 The Balfour Beatty M25 Construction Access 2009 acquires immunity from enforcement under the Town and Country Planning Act 1990.



2021 Plans and aerial photographs showing layout and then use of the “material storage, recycling and distribution facility”. **[Tab 12]**

2022 Plans envisage development of South Eastern part of Codham Hall Farm for Brentwood Enterprise Park (“BEP”). **[Tab 13]**

Plans of Improved Access from the 1979 North-Eastern Interchange Access via route of the 1979 Bridge to the South-Eastern Land. **[Tab 14]**

Dated 15 November 2023

CHRISTOPHER SCOTT PADFIELD

## STATUTORY DECLARATION

relating to

Entrance, Private Roadways and Adjoining Land at  
Codham Hall, Great Warley, Brentwood, Essex CM13 3JT

Gepp Solicitors  
5 Springfield Lyons Approach  
Chelmsford  
Essex  
CM2 5LB

Reference: EMW/416546.1

I, CHRISTOPHER SCOTT PADFIELD, [REDACTED] and sincerely declare that:

[REDACTED] do solemnly

- 1 [REDACTED]
- 2 I make this statutory declaration in preparation for an application to HM Land Registry in relation to certain areas of land situated on the east of the M25 and South of the A127.
- 3 There is now produced and shown to me marked 'Exhibit CSP 1' a plan showing unregistered land which is not tinted pink (the **Land**) situated on the east of the M25 and South of the A127, which forms one of the said areas of land.
- 4 I was in continuous occupation of Codham Hall, Great Warley, Brentwood, Essex CM13 3JT (**Codham Hall Farm**) from 1971 to 1987 pursuant to an agricultural tenancy (the **Tenancy**) with Essex County Council. A copy of the Tenancy is now produced and shown to me marked 'Exhibit CSP 2'.
- 5 In or around 1979 I became a partner, together with my late father, Herbert Charles Scott Padfield (**Scott**) and my mother, Joyce Winifred Padfield (**Joyce**) in a dairy and arable farming partnership ('S & J Padfield & Partners') which traded on the land comprised in the Tenancy (**Partnership**). My principal duties were initially on a practical level, but from the mid-1980s onwards I have been heavily involved in the daily running the Codham Hall business. Scott and Joyce stepped back from the day-to-day operations in the early 1990s, but remained partners in the business.
- 6 The land comprised in the Tenancy included land on the East and the West sides of what is now the M25 (and land that the M25 is now built upon) and land on the North and the South of what is now the A127. The land on the North side of what is now the A127 included the farmhouse in which I lived from 1971 to 1987.
- 7 There is now produced and shown to me a plan marked 'Exhibit CSP 3', which shows the land comprised in the Tenancy edged red. I note that the land comprised in the Tenancy included the Land and the site of an entrance and private roadways, more particularly described later in this declaration.
- 8 There is also now produced and shown to me marked 'Exhibit CSP 12' a series of photographs of documents which were produced when part of the land comprised in the Tenancy was taken by way of compulsory purchase order for the construction of the M25 in the late 1970s/early 1980s. The series of copy documents consists of:
  - 8.1 Plan from the compulsory purchase order and additional photograph which shows the name and number of the plan clearly, marked '12.1' and '12.2'.
  - 8.2 Land drain reinstatement plans marked '12.3', '12.4' and '12.5'.

- 9 The Tenancy merged with the freehold of Codham Hall Farm, or was otherwise extinguished when the freehold of the land to the North East, South East and South West of Junction 29 of the M25 was purchased in 2000, by:
- 9.1 a transfer dated 21 March 2000 made between (1) Essex County Council and (2) Scott, Joyce and myself relating to the land North of the A127 (and such land is still registered at HM Land Registry in the names of Scott, Joyce and myself with freehold title absolute under title number EX653588); and
- 9.2 a transfer dated 30 March 2000 made between (1) Essex County Council and (2) Winterthur Pension Trustees UK Limited (a family pension fund) and relating to the land South of the A127 and on the East and West sides of the M25 (and such land is now registered at HM Land Registry in my name with freehold title absolute under title number EX653586). This transfer contains land which is adjacent to and grants limited rights over the areas of land which this declaration relates to and a copy of the said transfer is now produced and shown to me marked 'Exhibit CSP 4'.
- 10 There are now produced and shown to me marked 'Exhibit CSP 5', two aerial photographs taken circa 2000 showing an entrance giving access to that part of Codham Hall Farm situated to the South of the A127 and to the East of the M25 (the **Entrance**). The Entrance, together with the bridge over the A127, (which bridge can be seen in the second aerial photograph at 'Exhibit CSP 5' and in the plan to the transfer at Exhibit CSP 4' (the **Accommodation Bridge**)) have together formed the means of access to the said South Eastern part of Codham Hall Farm since the construction of the M25 in or around 1980. There are private roadways leading to the South and to the East from the Entrance which can also be seen in the aerial photographs at 'Exhibit CSP 5'. The Entrance and the fencing leading from it (the majority of which remains in situ) and the said private roadways all enclose the Land with Codham Hall Farm. From 1982 to the present day, the private roadway running South from the Entrance has also provided a route via an underpass running beneath the M25, to the South Western section of Codham Hall Farm.
- 11 Whilst the Entrance, part of the private roadways leading from it and the Land are immediately outside the freehold registered title boundary of Codham Hall Farm, following the purchase of the freehold of Codham Hall Farm in 2000, Scott, Joyce and myself have occupied the Land and treated the Land as owned with Codham Hall Farm without payment to any third party or permission or any lease, licence or tenancy. Joyce has prepared her own statutory declaration which is dated the 21<sup>st</sup> of August 2023. I am able to corroborate those parts of Joyce's statutory declaration which cover the period from the late 1970s onwards as those events are also within my personal knowledge. However, in this declaration I will also focus on the period of the family's freehold ownership of Codham Hall Farm from 2000.
- 12 After the construction of the M25 in or around 1980, the Land formed an embankment leading down to field level. There is now produced and shown to me marked 'Exhibit CSP 6' a series of photographs taken in or around 2009 with a key, which show the Entrance, the private roadways leading from the Entrance and the Land as they had existed since 1980 (save that the private roadway running East from the Entrance to connect with the Accommodation Bridge was not hardened until the early 1990s). The Entrance is shown in 'Photograph 12' in 'Exhibit CSP 6'.

- 13 On the same day (being the 30<sup>th</sup> of March 2000) as the freehold of that part of Codham Hall Farm which is situated to the South of the A127 and forms HM Land Registry title number EX653586 (**Codham Hall South**) was purchased by the family pension fund, Winterthur Pension Trustees UK Limited (**Winterthur**), Winterthur let Codham Hall South to the Partnership via a farm business tenancy. A copy of the said farm business tenancy is now produced and shown to me marked 'Exhibit CSP 7'.
- 14 By way of a freehold transfer dated the 1<sup>st</sup> of November 2006 made between (1) Winterthur as Trustees of the Winterthur Life Self-Administered Pension Scheme SAPP 367 and (2) myself, I became the freehold owner of Codham Hall South subject to the subsisting farm business tenancy.
- 15 From the early 1980s the Partnership and subsequently the freehold owners of Codham Hall Farm controlled the Entrance and the private roadways leading South and East from it, (all of which enclose the Land with Codham Hall Farm). Until in or around 2009, when the Entrance was redeveloped, the gate at the Entrance was secured by a padlock which the Partnership and later the freeholders of Codham Hall Farm had the only key to. The key was called 'No. 6 Key' and the padlock can be seen in the photograph of the gate which appears at 'Exhibit CSP 6' ('Photograph 12').
- 16 Throughout the 1990s, up until in or around 2001, the Partnership operated a concrete crushing plant in the area marked 'Concrete Crushing' on 'Exhibit CSP 6' (the aerial photograph which is used as a key). I remember that the heavy machinery for that plant had to be brought to and from the site of the plant via the Entrance and the private roadway leading East from it. There is now produced and shown to me marked 'Exhibit CSP 8' a photograph showing the concrete crusher in action.
- 17 In 2004, following the freehold purchase of Codham Hall Farm, the highway authority paid the freeholders £11,000 for access to Codham Hall Farm via the Entrance and the private roadway leading South from it (which both enclose the Land with Codham Hall Farm). A copy of the letter that was received from the freeholders' land agent at Strutt & Parker in connection with the arrangement dated the 27<sup>th</sup> of July 2004 is now produced and shown to me marked 'Exhibit CSP 9'.
- 18 In addition to regular use of the Entrance and the private roadways leading South and East from it (all of which enclose the Land with Codham Hall Farm) by the Partnership with farm machinery, since 2000 there have been many commercial lettings of parts of Codham Hall Farm South. Those lettings include a large scale letting in March 2009 (following the grant of an early access licence in December 2008) of a road widening support compound (the widening having been necessitated by the 2012 Olympics) to the joint tenants (**SBB**), Skanska Construction (UK) Limited and Balfour Beatty Group Limited (**Compound Lease**). There is now produced and shown to me marked 'Exhibit CSP 11' a copy of the plan used in the Compound Lease.
- 19 As part of the works conducted to Codham Hall South in relation to the Compound Lease, SBB redeveloped the Entrance to form a return access, which involved the removal of the gate and widening of the Entrance (but leaving the fencing in situ on either side beyond that

widened Entrance). The redeveloped Entrance can be seen on 'Exhibit CSP 11' and SBB used it in conjunction with the accessway tinted brown on 'Exhibit CSP 11'.

- 20 Later on, in 2014 in connection with a planning permission obtained by one of the tenants at Codham Hall Farm the Highways Agency agreed that traffic lights that were already installed could be used to access Codham Hall Farm via the Entrance. There is now produced and shown to me marked 'Exhibit CSP 10' a copy of a letter addressed to me, dated the 1<sup>st</sup> of May 2014 from the Highways Agency inviting the freeholders of Codham Hall Farm to enter an agreement pursuant to section 278 of the Highways Act 1980 to permit the use of those traffic lights and to discharge the cost of the same being installed. In sending that letter the Highways Agency treated the freeholders of Codham Hall Farm as owners of the Entrance and the land within it (including the private roadways leading East and South from the Entrance and the Land), responsible as private landowners for the cost of maintaining the road safety controls for the Entrance.
- 21 There is now produced and shown to me marked 'Exhibit CSP 13' several plans and documents which set out the position of access to Codham Hall South and North in chronological order.
- 22 Throughout the period of the Tenancy and since the family's freehold acquisition of Codham Hall Farm in 2000, the Partnership and the freeholders of Codham Hall Farm have treated the Entrance and the private roadways leading South and East from it, (all of which enclose the Land with Codham Hall Farm) and the Land as being part of Codham Hall Farm. During the said periods, the said persons have intended to possess the Entrance and the private roadways leading South and East from it, together with the Land at all times and have treated and used the said areas as their own land without payment to any third party or permission or any lease, licence or tenancy.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Signature of Declarant

Declared

on this [ 15<sup>th</sup> ] day of [ November ] 2023

before me [

.....  
Commissioner for Oaths or a solicitor empowered to administer oaths.

This is "Exhibit CSP 1" referred to in the State of [redacted] declared  
a [redacted]

on this [ 15<sup>th</sup> ] day of [ November ] 2023

before me [redacted]

[redacted] administer oaths.

Exhibit CSP 1

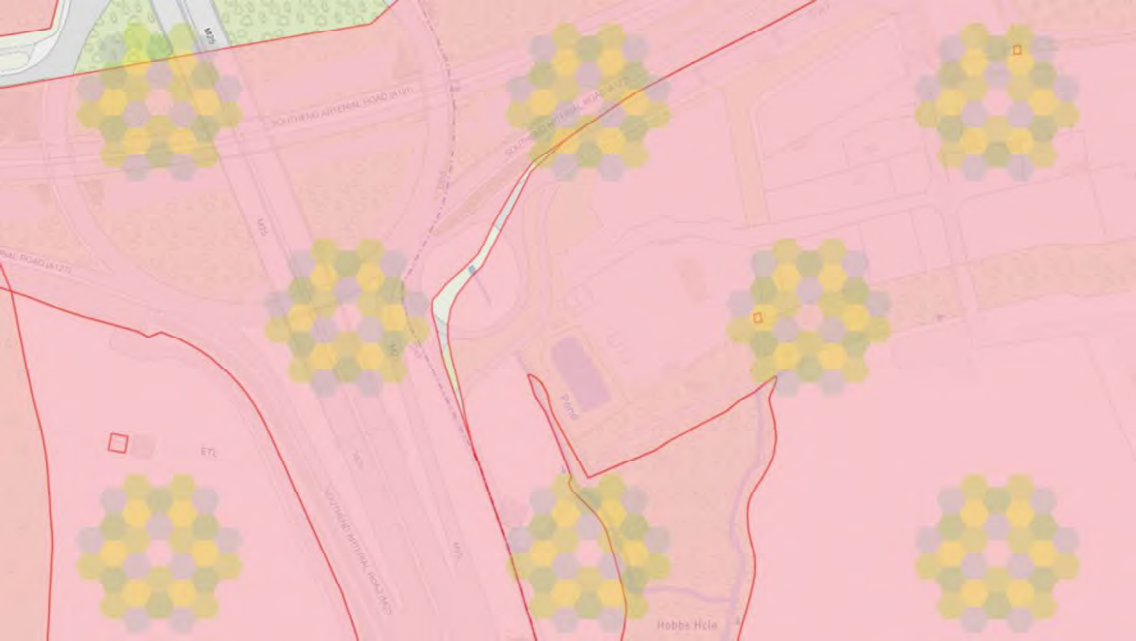


Exhibit CSP 1 (With surrounding title numbers for identification purposes)





This is "Exhibit CSP 2" referred to in the Statute Book. [Redacted] Padfield declared  
a [Redacted]

on this [ 15<sup>th</sup> ] day of [ November ] 2023,

before [Redacted]

[Redacted]

Great Warley  
Estate.....  
Name of Holding.....  
Tenant.....  
Rent £.....

Great Warley, Essex, England

Three Pounds

3/10/60

THIS AGREEMENT is made the THIRTY FIRST day of DECEMBER

One thousand nine hundred and Seventy one between THE COUNTY COUNCIL OF ESSEX (hereinafter called "the Council") by GEORGE SEAGER SEALEY their Land Agent and Valuer of the one part and HERBERT CHARLES SCOTT PADFIELD of Stubbers Farm Blackmore Ingatstone in the County of Essex (hereinafter called "the Tenant" which expression shall where the context admits include his executors administrators and assigns) of the other part WHEREBY the Council agree to let and the Tenant agrees to hire THE HOLDING containing 464.024 acres or thereabouts known as Codham Hall Farm and situated in the Parishes of Great Warley and Cranham in the County of Essex and more particularly described in the First Schedule hereunder written and delineated on the plan attached hereto and thereon verged with Pink EXCEPT FOR RESERVATIONS BY AND SUBJECT TO the conditions in the Second Third and Fourth Schedules hereunder written and also subject to the rights of the Outgoing Tenant from the twenty-ninth day of September One thousand Nine hundred and Seventy one from year to year determinable as hereinafter mentioned PAYING therefore the yearly rent of Three thousand seven hundred and fifty eight pounds and a proportionate rent for any part of a year over which the tenancy may extend

THE tenancy is subject to the provisions endorsed on this agreement and to the following conditions:-

Rent

1. The rent shall be paid at Clarendon House Friars Place Chelmsford in two equal half-yearly instalments on the twenty-fifth day of March and the twenty-ninth day of September in each year the first of such instalments to be paid on the twenty-fifth day of March next succeeding the date of the commencement of the tenancy and the last instalment to be paid three months previous to the termination of the tenancy

2. The Tenant shall pay all rates taxes charges or assessments whatsoever which may be charged upon or in respect of the Holding or any part thereof during the continuance of the tenancy (Landlord's Property Tax Land Tax Tithe Redemption Annuities and Landlord's proportion of Drainage Rate only excepted)

Rates and Taxes

3. The Tenant shall not underlet assign or part with the possession of the Holding or any part thereof except the cottage or cottages upon the Holding not being the farmhouse to an agricultural worker or workers employed upon the Holding by the Tenant at a rent or rents not exceeding the weekly amount fixed by the Essex Agricultural Wages Committee as being the benefit of the occupation for the purpose of the minimum agricultural wage

Sub-Letting

4. The Tenant shall preserve all timber willows and other trees pollards saplings and underwood from injury by cattle or otherwise and shall report any dangerous trees to the Council's Land Agent and Valuer and shall not cut lop top prune hang gates on or drive nails into destroy or injure any timber or timberlike trees

Preservation of Timber

5. The Tenant shall not without the previous consent in writing of the Council except as provided by Section 50 of the Agricultural Holdings Act 1946 erect any house or building or alter any existing dwellinghouse or building whatsoever on the Holding and shall if requested in writing to do so forthwith remove any unsightly or dangerous erection whether erected by the Tenant or not and shall comply with the building regulations in force in the district

Erection of Buildings

6. The Tenant shall not install any electrical generating plant or fittings or affix any oil or petrol engines in any house or building on the Holding without previous consent in writing of the Council or do any act by which any policy of insurance of the Council shall be invalidated and shall indemnify the Council against any losses charges costs or expenses incurred by any breach of this Clause

Electrical  
Generating  
Plant and  
Oil and  
Plant  
Engines

7. The Tenant shall not use the Holding or any part thereof for trading other than with produce grown or produced on the Holding except with the written consent of the Council

Trading

8. The Tenant agrees except for the liabilities which are the responsibility of the Council under Clause (34) hereof:-

(i) To repair and to keep maintain and leave clean and in good repair and condition the whole of the buildings structures fixtures and fittings upon the holding together with water supply systems fences hedges gates walls posts stiles bridges culverts ponds water-courses ditches roads and yards in and upon the holding or which may be erected or provided thereon during the tenancy and to keep clear and in good working order all roof valleys eaves-guttering and downpipes drains sewers sewage disposal systems gulleys and greasetraps and also to use carefully so as to protect all such items from wilful reckless negligent or accidental damage and to make good all such damage directly it occurs

(ii) To properly paint with at least two coats of a suitable quality paint and apply gas-tar creosote or other suitable preservative to all outside wood ironwork and other material to which it is necessary so to do as often as necessary to prevent deterioration and in any case at intervals of not more than five years

(iii) As often as may be necessary and in any case at intervals of not more than seven years to properly clean colour whiten paper and paint with materials of suitable quality the inside of the dwelling-house cottages (if any) and buildings which have been and should be so treated and in each year of the tenancy to limewash the inside of all buildings which have been or should have been previously limewashed

(iv) Notwithstanding the liability of the Council for repairs and replacements to the roof covering under clause (34) to be responsible for the first fifteen pounds of the cost in any one year of renewing or replacing all broken cracked or slipped tiles slates or other roof covering materials as the damage occurs

(v) If the last year of the tenancy is not a year in which such cleaning colouring whitening papering painting tarspraying creosoting as mentioned in paragraphs (ii) and (iii) is due to be carried out to pay to the Council at the end of such year one-fifth part of the estimated reasonable cost of such items in paragraph (ii) and one-seventh part of such items in paragraph (iii) in respect of each year that has elapsed since that work was last executed

(vi) To maintain in proper repair all hedges and to cut and trim a proper proportion of hedges in each year so as to maintain them in good and sound condition

(vii) To regularly dig out scour and cleanse all ponds watercourses ditches and grips as may be necessary to maintain them at sufficient width and depth and to keep clear from obstruction all field drains and their outlets

(viii) To report at once to the Council any apparent defects rot or other structural deterioration

9. If the Tenant fails to execute repairs for which he is liable under the beforementioned clause 8 within one month of receiving from the Council a written request specifying the necessary repairs and calling on him to execute them the Council may enter on the Holding and execute such repairs and recover the cost from the Tenant forthwith

10. The Tenant shall directly it occurs and at his own expense make good all damage to the Council's property caused by his stock and all wilful damage or damage caused by negligence of the Tenant or any member of his household or his employees

11. The Tenants shall not without the written consent of the Council erect any advertisement or other hoarding on the Holding (except for the purpose of advertising his own produce where the advertisement or hoarding shall be in a form previously approved by the Council) and the Council shall be entitled to attach such conditions as they deem fit to any consent given by them

12. The Tenant shall himself reside in the house and cultivate the Holding and shall not use it for any purpose other than agriculture as defined in Section 109 of the Agriculture Act 1947

13. The Tenant shall manage and cultivate the whole Holding in accordance with the rules of good husbandry set out in Section 11 of the Agriculture Act 1947 and in particular and without prejudice to the generality of these rules shall use the holding primarily as an arable and stock holding and shall not allow any sugar beet quota or potato acreage allocation to reduce without the written consent of the Council's Land Agent and Valuer

14. The Tenant shall periodically or when required by the Council's Land Agent and Valuer cause samples of the soil from the arable and grassland on the Holding to be analysed and shall make suitable applications of chalk lime or fertilizers where there is shown to be a deficiency

15. In the last year of the tenancy the Tenant shall unless agreed otherwise in writing by the Council's Land Agent cultivate and manage the arable land in accordance with the Third Schedule of this Agreement

16. The Tenant shall not plant any fruit trees fruit bushes or plants or any rhubarb asparagus sea kale mint sage or herbs or market garden crop of a perennial or permanent nature but the Tenant shall at the expiration of the tenancy be paid for any annual vegetable crop which it has been agreed under clause 15 may be grown which has reached such an advanced stage of maturity that the yield can be fairly estimated at market value less the costs of harvesting and marketing or if such crops are not matured upon the same basis as that for which growing crops would be paid under Section 51 of the Agricultural Holdings Act 1948 provided that if the Council or Incoming Tenant within one calendar month before the termination of the tenancy give notice in

Advertisement  
Boardings

Use of  
Holding

Management  
and  
Cultivation  
of Holding

Cultivations  
during last  
year

writing to the Tenant that they decline to purchase such crops then the Council will permit the Tenant to enter on the land upon which such crops are growing with free access thereto until the twenty-fifth day of March next after the expiration of the tenancy for the purpose of attending cultivating managing selling or removing the said crops the Tenant paying to the Council the pro rata apportionment of the rent under this Agreement for every acre or part of an acre of such land from the twenty-ninth day of September until the twenty-fifth day of March or the removal or notified abandonment of such crops whichever date may be the earlier but any crop grown contrary to the provisions of clause 15 shall be paid for only on the basis of Section 51 of the Agricultural Holdings Act 1948 and no hold-over shall be allowed

17. The Tenant shall properly maintain the orchard (if any) on the Holding keeping the trees duly pruned and sprayed in a husbandlike manner and shall keep and leave the gardens in good condition

18. The Tenant shall not sell or remove from the Holding any farmyard manure without written consent from the Council's Land Agent and Valuer

19. The Tenant shall not permit any rubbish spoil or other waste material to be shot or deposited on the land and shall destroy or otherwise dispose of all tins bottles and rubbish and not do or permit to be done on the Holding anything which might be become or cause a nuisance damage or annoyance to the Council or to the occupiers of the adjoining lands whether holdings let by the Council or not

20. The Tenant shall not allow any pigs to run loose in any of the fields comprising the Holding without being properly ringed and shall not allow any pigs to run loose in any occupation road or lane adjoining or forming part of the Holding

21. Where poultry is kept by the Tenant in permanent poultry runs the land shall be dressed at the Tenant's expense with burnt quick lime at the rate of at least one ton per acre every second year of the tenancy

22. The Tenant shall keep and produce at any time at the request of the Council's Land Agent and Valuer a true account of all croppings upon the Holding together with a record of the provision made for the return to the Holding of the full equivalent manurial value of all crops sold off or removed from the Holding

23. The Tenant shall on entering the Holding pay to the Council on demand the amount of compensation that would be due to the Outgoing Tenant in respect of the Holding under the provisions of the Agricultural Holdings Act 1948 if the Outgoing Tenant had been holding under the terms of an agreement containing similar terms with due alteration of details as those herein contained but excluding compensation (if any) for improvements other than fruit bushes set out in Part I of the Second Schedule and Parts I and II of the Third Schedule of the Agricultural Holdings Act 1948 and excluding compensation for disturbance but without deducting therefrom any amount payable or to become payable by the Outgoing Tenant and shall pay the usual Valuer's fees for settling the amount of such compensation and where the Council is in occupation of the Holding prior to the commencement of the

Orchards  
and Gardens

Prohibition  
as to sale  
or removal  
of manure

Litter

Pigs

Poultry

Records

Compensation  
to Landlord  
and Tenant

tenancy shall pay on demand for all fixtures specified by the Council and all sums properly payable by an Incoming Tenant for growing crops tillages dead stock and other matters to which the Council would be entitled if it were an Outgoing Tenant holding under the terms of this Agreement after deducting therefrom all sums which the Council would be liable to pay if it were an Outgoing Tenant

24. The Tenant shall in the last year of the tenancy bale cart and stack in the usual stacking places all straw arising from the corn crop or such proportion thereof as is previously agreed in writing by the Council's Land Agent and Valuer whereupon the surplus straw after being suitably treated shall be ploughed in

25. The Tenant shall not break up or convert into tillage any part of the permanent grassland (including land laid to grass for which the Landlord has provided seeds) whether so described in the First Schedule or not without the previous consent in writing of the Council's Land Agent or the order of an arbitrator under Section 10 of the Agricultural Holdings Act 1948

26. The Tenant shall not without the written consent of the Council's Land Agent sell or let the right of grazing on the Holding or take in thereon stock belonging to any other person

27. The Tenant shall insure and keep insured against fire all growing and harvested crops for the time being on the Holding to the full market value thereof and in the event of the whole or any part of the produce required by this agreement to be consumed on the Holding being destroyed or damaged by fire shall expend forthwith the full value of such produce in the purchase of like produce which shall be covered by stock in the proper manner or shall bring on and apply to the Holding the equivalent manurial value in artificial manures or feeding stuffs approved by the Council's Land Agent

28. The Tenant shall insure and keep insured to their full value against fire his household furniture and live and dead farming stock

29. The Tenant shall whenever required by the Council's Land Agent produce the policy or policies of such insurances as are required by Clauses (27) and (28) and the receipts for the current year's premiums

30. The Tenant shall permit the Council and all persons authorised by them at all reasonable times to enter upon and inspect the Holding and examine the state of repair and cultivator thereof and execute repairs and improvements and to enter for all other reasonable purposes

31. The Tenant shall forthwith bring to the notice of the Council and use his best endeavours to prevent trespass and the formation of any new footpaths or rights of way over the Holding

32. The Tenant shall not at any time during the tenancy enter into any arrangement involving a legal charge whether by Bill of Sale or otherwise on his live and dead farming stock or household effects without giving previous notice to the Council

Breaking up  
of Pasture

Prohibition  
against  
Agistment

Insurance  
by Tenant

Right of  
Entry

Trespass

Bill of  
Sale, etc.

Dilapidations

33. The Council at its discretion shall expend upon the Holding any sum or sums received from the Outgoing Tenant in respect of those matters for which he is liable under the provisions of this agreement and shall pay to the Incoming Tenant any portion of such sum or sums as soon as dilapidations have been remedied by the Incoming Tenant

Repairs  
by Council

34. The Council shall execute all repairs and replacements to the structural parts of the buildings including external walls load bearing walls roofs and the covering thereof (except insofar as this is the liability of the Tenant under Clause 8 (iv)) trusses frames and structural timbers and the replacement where necessary of floors and provided the Tenant has complied with Clause 8 (viii) shall execute any repairs which would otherwise be the liability of the Tenant caused by structural defects or the making good thereof by the Council under this clause

Insurance  
by Council

35. The Council shall keep the dwellinghouse cottages and buildings insured to their full value against loss or damage by fire and execute all works of repair or replacement to the dwellinghouse cottages and buildings necessary to make good damage by fire being damage not due to the willful act or negligence of the Tenant or any members of his household or his employees

Tenants  
Building

36. The Council shall be under no liability to execute repairs or replacements to buildings or fixtures which are the property of the Tenant or to execute the repair of damage caused by the Tenant's stock or by the willful act of negligence of the Tenant or any member of his household or his employees

Tenant  
Right  
Compensation

37. The Council will on the Tenant quitting the holding provided he has observed and performed the stipulations on his part contained in this Agreement pay to the Tenant (subject to and after setting off any sums due to the Council for rent or otherwise under or by virtue of this agreement) for improvements and other matters specified in the Fourth Schedule of the Agricultural Holdings Act 1948 in accordance with the provisions of Section 51 of that Act except insofar as they may be varied by specific clauses in this agreement

Holdover

38. The Tenant shall be allowed to hold over until the twenty-fifth day of March next succeeding the Michaelmas Day at which the tenancy is terminated the necessary storage accommodation for corn grown in the last year of the tenancy and the Tenant shall before the twenty-fifth day of December next succeeding the Michaelmas Day at which the tenancy is terminated remove from the Holding all crops of potatoes and sugar beet provided the sugar beet tops are left on the Holding free to the Council and all potato haulm is removed from the Holding or burnt thereon and in no circumstances shall seeds cultivations fertilizers or manures be paid for in respect of sugar beet or potatoes unless other arrangements have been agreed in writing with the Council's Land Agent and Valuer

Quiet  
Enjoyment

39. The Council will permit the Tenant on his punctually paying the rent and performing and observing the conditions of this agreement peaceably to occupy the Holding without any disturbance by the Council or any person lawfully claiming under the Council

Market  
Gardening

40. Nothing herein contained shall be deemed to be a consent by the Council within the meaning of the Agricultural Holdings Act 1948 to any of the improvements set out in the Fifth Schedule of that Act nor shall the Holding or any part thereof be deemed to be let as a market garden

Redundant  
Buildings

41. (i) All those buildings listed under Schedule Four hereunder shall be considered redundant to the Holding and there shall be no liability on either the Council or the Tenant to repair or maintain such buildings but when they reach such a state of deterioration as to be dangerous or unsightly the Council shall undertake their demolition

(ii) If at any time during the tenancy either party considers that any building on the Holding other than those included in the Fourth Schedule should be treated as redundant to the proper requirements of the Holding then in default of agreement with the other party the question after one calendar months notice in writing has been served by either party may be referred to the decision of a single Arbitrator to be appointed in accordance with the Agricultural Holdings Act 1948 and any building agreed or declared by the Arbitrator to be redundant shall be deemed to be included in the Fourth Schedule from the date of such agreement or Arbitrator's award and both parties shall be relieved of any liability for repair as set out in Para (i) of this clause

Distress

42. Upon any seizure by the Council under distress for rent the Council shall not be obliged to sell any hay straw or crops (except the crops which the Tenant may sell or remove from the Holding without contravention of this agreement) upon the terms that the same may be removed from the Holding but may exercise the power of sale of distrained goods conferred by statute by selling the same subject to the conditions that such produce shall be consumed on the Holding or subject to some other condition which shall secure that the manurial value of such hay straw or crops shall be returned to the Holding and upon any such seizure and sale it shall be lawful for the Council to grant to any purchaser of such hay straw or crops and for such period or periods as the Council may think fit and also the use of such part or parts of the Holding as the Council may think necessary or proper for the purpose of storing consuming or otherwise dealing with such hay straw or crops and without making any compensation to the Tenant in respect thereof

Service of  
Notices

43. All notices including notices to quit may be served in accordance with Section 92 of the Agricultural Holdings Act 1948

Resumption  
of  
Possession

44. The Council may at any time or times by giving three calendar months previous notice to quit expiring at any time enter upon and resume possession of and determine the tenancy of the whole of the Holding or of any part or parts of the Holding for purposes of building mining or industrial purposes or for use as an open space or for any recreational purposes or other local authority purpose not being the use of the land for agriculture

Neglect to  
Perform and  
Observe  
Agreements

45. In case the Tenant neglects to perform or observe any of the agreements on his part herein contained after one month's notice in writing from the Council of such neglect the Council shall be at liberty (without prejudice to the provisions of Clause (46) hereof) to do all such things as may be necessary for the performance or observance thereof and to recover the cost of doing so from the Tenant



Re-Entry

46. If any part of the rent shall be in arrear for one month after the expiration of the half-year in respect of which it is payable or if there shall be a breach of any of the agreements by the Tenant herein contained or in case the Tenant shall be adjudged bankrupt or shall enter into any composition with his creditors or if the interest of the Tenant under his agreement be taken in execution or if any execution be levied on the Tenant's goods and chattels or possession thereof or if any stock or crops on the Holding be taken under a Bill of Sale it shall be lawful for the Council after giving to the Tenant not less than two months' notice of their intention so to do to re-enter upon the Holding or any part thereof in the name of the whole and thereupon the tenancy shall absolutely determine without prejudice to the rights and remedies of the Council in respect of any breach or non-observance of any of the covenants and conditions herein contained and on the part of the Tenant to be performed and Observed.

47. The Council shall be entitled to set off against and deduct from any monies which may at any time be payable by the Council to the Tenant in respect of the Holding any monies which may be payable to the Council by the Tenant in respect of the Holding whether such sum so payable by or to the Council shall be of liquidated character or not.

Deductions

48. The cost of making any Record of Condition required under Section 16 of the Agricultural Holdings Act 1948 shall be borne by the party requiring it.

Record of Condition

49. The Tenant shall pay the stamp duty on this Agreement and on the duplicate or counterpart thereon.

Stamp Duty on Agreement

50. The tenancy may be determined by the Council or the Tenant at the expiration of any year of the tenancy by not less than twelve calendar months' previous notice in writing but such determination shall be without prejudice to the remedies of the Council against the Tenant in respect of any antecedent breach by the Tenant of the agreements on his part herein contained or of any condition or term of the tenancy.

Determination of Tenancy

THE FIRST SCHEDULE HERETOFORE REFERRED TO

Field areas and cultivations

Ordnance No. on Plan	DESCRIPTION AND CULTIVATION ON ENTRY	AREA
<u>Great Warley</u>		
216	Arable	10.954
217	Arable	12.886
218	Pasture	16.735
Pt. 219	Wood	29.094
249	Wood	1.955
261	Wood	1.793
262	Pasture	14.879
263	Wood	1.030
277	Pasture	4.757
278	Pasture	6.981
278A	Two cottages	0.317
279	Two cottages	0.318
280	Wood	5.664
280A	Pond	0.110
281	Arable	12.553
281A	Arable	0.100
282	Arable	4.861
282A	Arable	2.987
287	Road	0.672
288	Pasture	2.217
288A	Shed and yard	0.647
289	Wood	1.846
291	Pasture and buildings	2.458
292	Yard and buildings	2.444
293	Codnam Hall	1.052
294	Pasture	8.096
Pt. 304	Pasture	11.493
Pt. 304A	Pasture	0.631
304C	Pasture	2.641
305	Pasture	5.455
305A	Pasture	3.015
306	Pasture	10.941
320	Arable	12.797
321	Arable	14.587
Pt. 323	Pasture	3.276
324	Pasture	8.019
325A	Pasture	0.780
Pt. 325	Arable	16.992
326A	Pasture	3.024
326E	Arable	12.463
Pt. 337	Arable	25.368
338	Wood	2.072
339	Wood	1.902
340 & 340A	Arable	26.072
341	Pasture	0.985
341A	Pasture	0.378
342	Arable	12.032
343	Pasture	20.774
352	Arable	12.269
353	Arable	9.488
354	Arable	12.133
354A	Pond	0.110
355	Arable	18.636
356	Arable	18.424
358	Arable	17.016
359	Arable	3.013
376	Arable	11.512
<u>Cranham</u>		
146	Arable	8.053
147	Wood	10.259
		<u>464.024</u>

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO

Exceptions and Reservations

All springs of water mines quarries minerals clay sand stone gravel and sub-strata and all trees timber willows and underwood in under or upon the Holding with power for the Council or any persons authorised by them with or without vehicles and equipment to enter cut and remove the timber and to get and carry away minerals stone or gravel making reasonable compensation to the Tenant for any damage caused thereby

All existing rights of way or easements over or under the land at the date of entry

Power for the Council upon service of one month's notice from any date to create or grant additional rights of way wayleaves licences or easements over or under the land subject to the payment of fair compensation to the Tenant

The right for the Council and all persons authorised by them to make and use such ways across the Holding as may in the Council's opinion be necessary or convenient for the proper working of their adjoining holdings or for access to cut and remove timber tellers saplings or underwood from any lands vested in the Council

Power for the Council to grant similar rights of hold-over to the Outgoing Tenant as are granted to the Tenant under Clauses (16) and (36) of this agreement

THE THIRD SCHEDULE HEREINBEFORE REFERRED TO

Cultivations during last year

Corn - Three fifths of the arable land or thereabouts  
Clover or Seeds Mixture - One fifth of the arable land or thereabouts  
Pulse or roots - One fifth of the arable land or thereabouts

THE FOURTH SCHEDULE HEREINBEFORE REFERRED TO

Redundant Buildings

The range of Pig Housing on the north side of the Homestead.  
The brick built range to the West of the covered yard together with the remaining build

SIGNED by the said )  
GEORGE SEAGER SEELEY )

DATED 31<sup>st</sup> December 1971

COUNTY COUNCIL OF ESSEX

AGREEMENT  
FOR LETTING

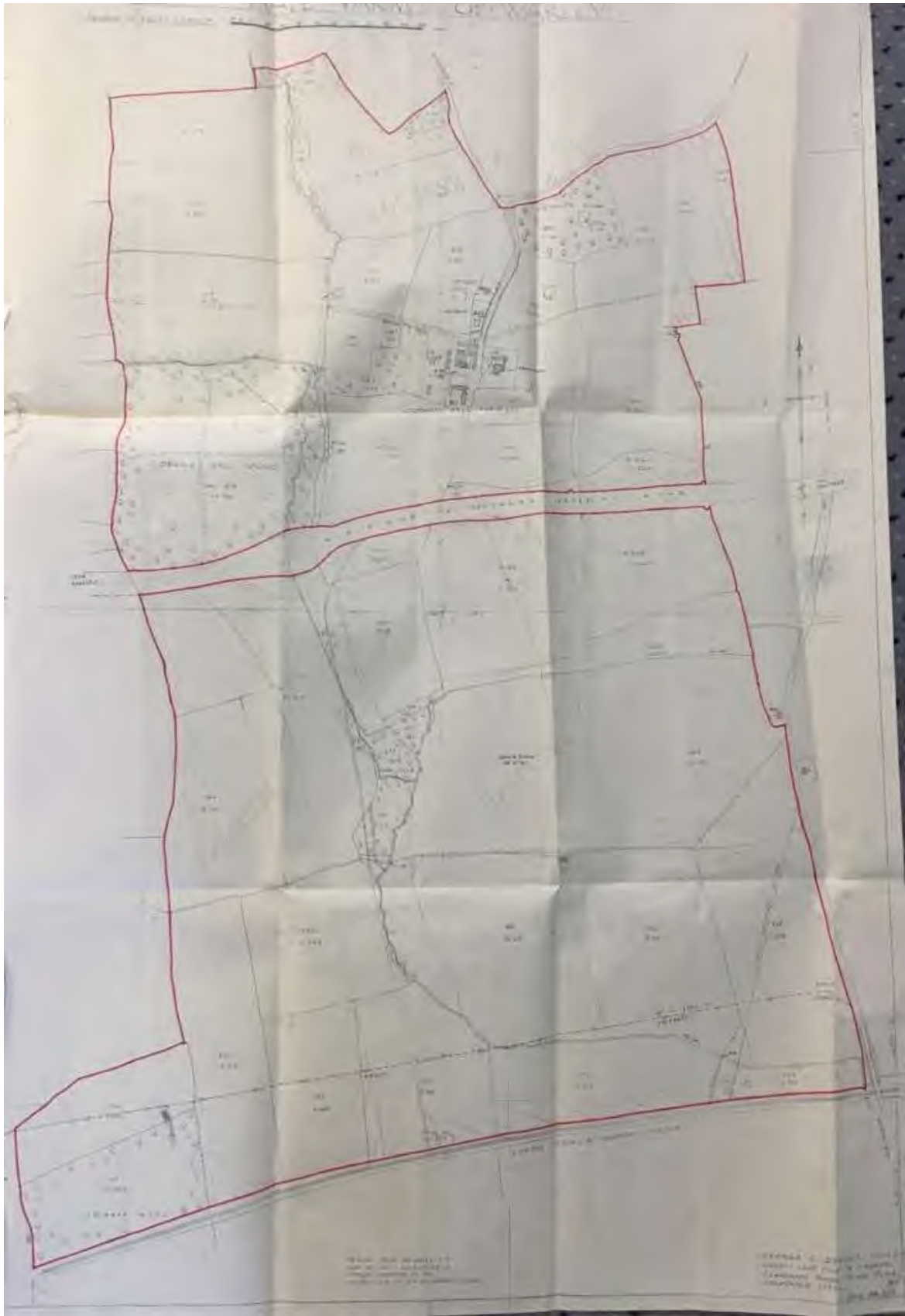
Estate..... Great Warley  
Name of Holding..... Codham Hall Farm  
.....  
Tenant..... H.C.S. Padfield  
Acreage..... 464.024 acres  
Rent..... £3758.00  
Date of Entry..... 29th September 1971  
Tenancy..... Michaelmas

This is "Exhibit CSP 3", referred to in the Statutory Declaration of  
at [REDACTED]  
on [REDACTED]

[REDACTED]

A commissioner for oaths or a solicitor empowered to administer

[REDACTED]



This is "Exhibit CSP 4", referred to in the Statutory Declaration of Christophe  
at [REDACTED]

on this [ 10 ] day of [ November ] 2023

[REDACTED]

[REDACTED]

A commissioner for oaths or a solicitor empowered to administer oaths.

**These are the notes referred to on the following official copy**

Title Number EX653586

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



**Transfer of whole of registered title(s)**

16-4-2000

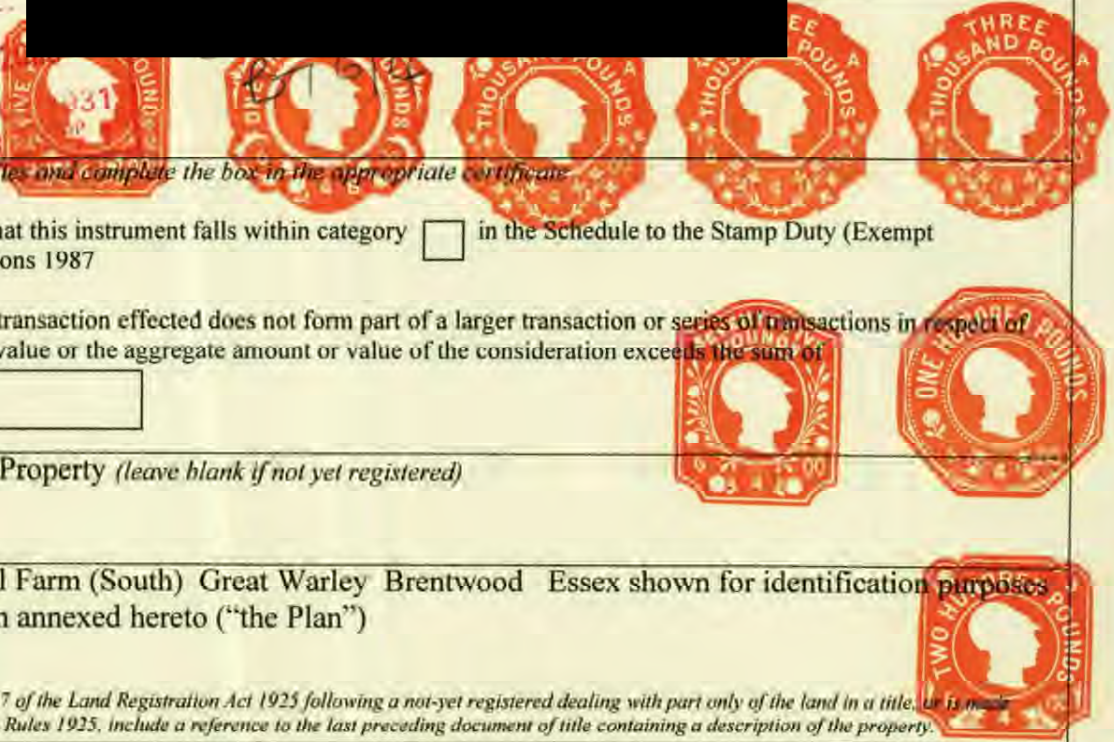
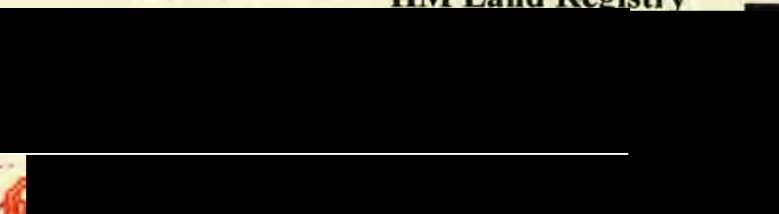
HM Land Registry

TR1

(if you need more room than is provided)

**1. Stamp Duty**

INLAND  
-5 APR  
FINANCE  
MANCHESTER



Place "X" in the box that applies and complete the box in the appropriate certificate

I/We hereby certify that this instrument falls within category  in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

It is certified that the transaction effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of

£ 500,000.00

**2. Title Number(s) of the Property** (leave blank if not yet registered)

**3. Property** Codham Hall Farm (South) Great Warley Brentwood Essex shown for identification purposes only edged red on the plan annexed hereto ("the Plan")

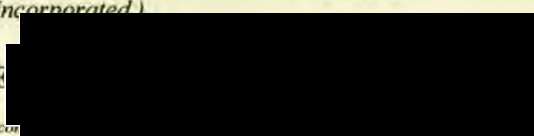
If this transfer is made under section 37 of the Land Registration Act 1925 following a not-yet registered dealing with part only of the land in a title, or is made under rule 72 of the Land Registration Rules 1925, include a reference to the last preceding document of title containing a description of the property.

**4. Date** 30th March 2000

**5. Transferor** (give full names and Company's Registered Number if any)  
**ESSEX COUNTY COUNCIL**

**6. Transferee for entry on the register** (Give full names and Company's Registered Number if any: for Scottish Co. Reg. Nos., use an SC prefix. For foreign companies give territory in which incorporated.)

**WINTERTHUR PENSION TRUSTEES UK LIMITED**



Unless otherwise arranged with the Land Registry headquarters, a certified copy of the transferee's company registered in England and Wales or Scotland under the Companies Acts but is not a

**7. Transferee's intended address(es) for service in the U.K. (including postcode) for entry on the register**



**8. The Transferor transfers the property to the Transferee.**

**9. Consideration** (place "X" in the box that applies. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.

The Transferor has received from the Transferee for the property the sum of (in words and figures) **FOUR HUNDRED AND THIRTY FIVE THOUSAND POUNDS (£435,000.00)**

(Insert other receipt as appropriate)

The Transfer is not for money or anything which has a monetary value



SEQ68



P. QUALITY

10. The Transferor transfers with (please "X" in the box which applies and add any modifications)

full title guarantee

limited title guarantee

11. Declaration of trust Where there is more than one transferee, place "X" in the appropriate box

The transferees are to hold the property on trust for themselves as joint tenants.

The transferees are to hold the property on trust for themselves as tenants in common in equal shares.

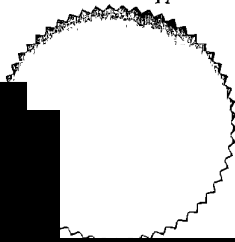
The transferee is to hold the property as Trustee of the Winterthur Life Self Admin Pension Scheme

12. Additional Provision(s) Insert here any required or permitted statement, certificate or application covenants, declarations etc

See continuation sheet

13. The Transferors and all other necessary parties should execute this transfer as a deed using the space below. Forms of execution are given in Schedule 3 to the Land Registration Rules 1925. If the transfer contains transferees' covenants or declarations or contains an application by them (e.g. for a restriction), it must also be executed by the Transferees.

The COMMON SEAL of ESSEX COUNTY COUNCIL was affixed hereto in the presence of:-



EXECUTED  
PENSION  
the presence

1. Continued from Form

TR1

Title number(s)

2. Before each continuation, state panel to be continued, e.g. "Panel 12 continued".

**Panel 3 continued**

Together with the right of way with or without vehicles and agricultural machinery over and along the bridge and roadway between the points marked F G and H on the Plan to the Highway together also with a right of way with or without vehicles not exceeding three metres in width through the tunnel under the M25 between the points marked B and C on the Plan and together with full and free rights of access with or without vehicles and agricultural machinery to and from the Highway known as junction 29 of the M25 at the points marked 2 and 3 on the Plan and TOGETHER with the like right of way through Hobbs Hole Wood (retained by the Transferor) via the crossing coloured yellow on the Plan

**Panel 12 continued**

1. The property is transferred subject to and where appropriate with the benefit of the matters contained or referred to in the following documents:-

- 1.1 A conveyance dated 26<sup>th</sup> April 1939 made between Clayhall Park Estates Limited (1) and The County Council of the Administrative County of Essex (2) (hereinafter referred to as "the Conveyance")
- 1.2 A Deed dated 12<sup>th</sup> June 1941 made between the County Council of the Administrative County of Essex of the one part and the London County Council of the other part (hereinafter referred to as "the Green Belt Deed")
- 1.3 An undated Wayleave Consent made between Essex County Council of the one part and Eastern Electricity Board of the other part in respect of works north of Franks Farm Great Warley aforesaid
- 1.4 An undated Wayleave Consent made between the County Council of Essex of the one part and The Eastern Electricity Board of the other part in respect of the Cranham - Alma Park 11KV Line
- 1.5 A Wayleave Consent of 4<sup>th</sup> January 1952 made between The Essex County Council of the one part and British Electricity Authority of the other part
- 1.6 A Wayleave Consent of 10<sup>th</sup> November 1953 made between the County Council of Essex of the one part and Eastern Electricity Board of the other part
- 1.7 A Wayleave Consent dated 22<sup>nd</sup> May 1959 made between the County Council of Essex of the one part and The Eastern Electricity Board of the other part
- 1.8 A Wayleave Consent dated 12<sup>th</sup> January 1962 made between the County Council of Essex of the first part R H Goodchild of the second part and The Eastern Electricity Board of the third part

Continuation sheet

of

(Insert sheet number and total number of continuation sheets e.g. "sheet 1 of 3")

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1. Continued from Form

TR1

Title number(s)

2. Before each continuation, state panel to be continued, e.g. "Panel 12 continued".

**Panel 12 continued**

- 1.9 A Deed of Grant dated 5<sup>th</sup> June 1964 made between The County Council of Essex of the first part Robert Hicks Goodchild of the second part and North Thames Gas Board of the third part
- 1.10 An Assignment of 7<sup>th</sup> June 1988 made between ~~Herbert Charles Scott Padfield~~ of the first part County Council of Essex of the second part and the Secretary of State for Transport of the third part
- 1.11 A Deed of Grant dated 23<sup>rd</sup> June 1980 made between the Essex County Council of the one part and British Gas Corporation of the other part
- 1.12 A Deed of Grant dated 28<sup>th</sup> August 1990 made between the Council of the first part Herbert Charles Scott Padfield of the second part and Essex Water Company of the third part
- 1.13 A Deed of Grant dated 26<sup>th</sup> August 1992 made between the Council of the one part and British Gas Plc of the other part
- 1.14 The public bridleway with a width of 3 metres the route of which is shown coloured green on the Plan Green
- 1.15 The M25 Motorway (A13-A12 section) (North of Ockendon to Naggs Head Lane) Compulsory Purchase Order (No. CE9) 1979 (hereinafter referred to as "the CPO")
- 2.1 The parties declare that Section 62 of the Law of Property Act 1925 shall not operate to pass to the Transferee nor shall the Transferee be otherwise entitled to any rights or privileges of whatsoever nature other than those expressly hereby granted
- 2.2 It is further agreed and declared that the compensation payable in respect of only those parts of the Property affected by the CPO shall be payable to the Transferee and the Transferee shall indemnify the Transferor in respect of any obligations imposed by the CPO in respect of the Property insofar as they remain to be observed and performed
3. There are excepted and reserved to the Transferor for the benefit of such land referred to in the Conveyance as is shown edged blue on the Plan ("the Retained Land") the following matters:- Blue

Continuation sheet  of

(Insert sheet number and total number of continuation sheets e.g. "sheet 1 of 3")

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1. Continued from Form

TR1

Title number(s)

2. Before each continuation, state panel to be continued, e.g. "Panel 12 continued".

**Panel 12 continued**

- 3.1 The right to pass and repass with or without motor vehicles equipment and agricultural vehicles over and along the strip of land six metres in width shown coloured brown on the Plan and a strip of land six metres in width including and following the route of the Bridleway for all purposes (including timber extraction) connected with any present horticultural or silvicultural use of the Retained Land AND IT IS HEREBY AGREED that no compensation shall be payable by the Council to the Purchaser in respect of such use of the said access B. 10/11/11
- 3.2 The right for the Council and persons authorised by the Council to enter the Bridleway (upon giving the Purchaser reasonable prior notice (except in case of emergency) with or without workmen vehicles equipment material and specialist services for the purposes of constructing repairing maintaining and renewing the Bridleway and the tunnel between points B and C on the Plan
- 3.3 All quasi-easements and other rights in the nature of easements as are now or have hitherto been used or enjoyed by the Retained Land over the Property and all such other rights as would have been enjoyed had the Property and the Retained Land been in separate ownership for more than forty years
- 3.4 The right to rebuild reconstruct build on or otherwise develop the Retained Land in such manner as the Council shall think fit notwithstanding any interference thereby occasioned to the access of light or air to the Property to the intent that the Purchasers and his successors in title shall be deemed to enjoy the access and use of light and air to the Property with the consent and by the leave and licence of the Council and shall not by the enjoyment thereof acquire any absolute or indefensible or other right thereto from and over the Retained Land nor acquire any right to restrain impede or control the erection of any building or the alterations of or reconstruction of any building upon the Retained Land as aforesaid or to damages in consequence of or arising from such operations or user physical damage to the buildings on the Property and the services thereto expected

Continuation sheet  of

*(Insert sheet number and total number of continuation sheets e.g. "sheet 1 of 3")*

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1. Continued from Form

TRI

Title number(s)

2. Before each continuation, state panel to be continued, e.g. "Panel 12 continued".

**Panel 12 continued**

- 3.5 The right for the owners and occupiers for the time being of Codham Hall Farm (North) (being the land comprised in a Transfer of even date made between the Council (1) and Messrs H C S J W and C S Padfield (2)) to pass and repass with or without vehicles and agricultural machinery over and along the roadway or track between points E and F on the plan for the purpose of access to the highway and the point marked 2
4. The Transferor hereby covenants with the Transferee henceforth to maintain repair and renew whenever necessary the structure of the bridge and the embankment between points F and G on the Plan
5. The Transferee for the purpose of affording to the Transferor a full and sufficient indemnity but not further or otherwise hereby covenants with the Transferor that they the Transferee and the persons deriving title under them will at all times hereafter observe and perform the covenants and stipulations contained or referred to in the Conveyance and the Green Belt Deed so far as the same relate to the Property and are still subsisting and capable of being enforced and will so far as aforesaid indemnify and keep indemnified the Transferor and its estate and effects from and against all actions claims and demands in respect of any future non-observance or non-performance thereof
6. The Transferee hereby covenants with the Transferor and its successors in title pursuant to Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 as follows:-
- 6.1 The Transferee for itself and its successors in title hereby covenants with the Transferor that on any sale or transfer ("a disposition") including a sale by a mortgagee and including the grant of a Lease at a premium or other disposition of the Property or any part thereof (but excluding any disposition by way of gift to a husband wife child or children of the donor or the creation of a mortgage and excluding also the creation for full value of a Farm Business Agricultural or Residential tenancy or a Lease at full value relating to commercial premises) at any time arising within a period of twenty years from the date hereof the Transferee or his successors in title will pay to the Council 50% of the difference between the value of the Property or the relevant part thereof at the date of a disposition but only with the benefit of any planning consent or established planning use now existing and the value of the Property or such part thereof at the date of such disposition arising at any time within such twenty year period forthwith payable on the happening of any of the following events:-

Continuation sheet  of

(Insert sheet number and total number of continuation sheets e.g. "sheet 1 of 3")

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1. Continued from Form

TR1

Title number(s)

2. Before each continuation, state panel to be continued, e.g. "Panel 12 continued".

**Panel 12 continued**

6.1.1 A disposition with the benefit of a Planning Permission granted after the date hereof for the conversion of farm buildings to residential user

6.1.2 A disposition with the benefit of a Planning Permission granted after the date hereof for any residential or any commercial development other than a disposition with the benefit of a Planning Permission for the use of land as garden land or as a paddock

6.1.3. A disposition of any farm buildings with the benefit of a Planning Permission granted after the date hereof for a change of use to that of a commercial purpose

SAVE THAT the parties hereto agree that in calculating the said sum payable to the Transferor there shall be deducted sums equal to 50% of the professional fees and disbursements incurred by the Transferee in connection with a disposition and with the obtaining of such Planning Permission and 50% of the cost of obtaining any necessary release or consent under the terms of the Green Belt Deed

PROVIDED THAT any dispute arising out of the provisions of this clause 6.1 shall be referred on the application of either party to the determination of an Independent Chartered Surveyor to be forthwith agreed between the parties to act as an expert or in the case of the parties not being able to agree the appointment of such a Surveyor such dispute shall be determined by an Independent Chartered Surveyor to be appointed on the application of the Transferor or the Transferee or their successors in title by the President of The Royal Institution of Chartered Surveyors or any body into which the said body may be merged or reconstructed or by a person appointed on behalf of the said President and the person so appointed shall act as an expert alone for the purposes of the said determination and the fees of such an expert shall be borne by the Transferor and the Transferee or their successors in title as the said expert shall so decide. The expert shall afford the Transferor and the Transferee or their successors in title an opportunity to make written representations to him and he shall issue his decision to the Transferor and the Transferee or their successors in title within 30 days of being appointed If the person so appointed to act as an expert by the parties or by the President for the time being of the Royal Institution of Chartered Surveyors or the person acting on his behalf shall die delay or become unwilling or incapable of acting or if for any reason the said President or the person acting on his behalf in his absolute discretion think fit he may discharge such expert and appoint another in his place

Continuation sheet  of

(Insert sheet number and total number of continuation sheets e.g. "sheet 1 of 3")

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1. Continued from Form

TR1

Title number(s)

2. Before each continuation, state panel to be continued, e.g. "Panel 12 continued".

**Panel 12 continued**

6.2 The Transferee for himself and his successors in title FURTHER COVENANTS with the Transferor:-

6.2.1. In the event that the Transferee or his successors in title shall obtain a Planning Permission for any of the uses contained in the clauses 6.1.1 6.1.2 and 6.1.3 above then the Transferee or his successors in title shall notify the Transferor within 28 days of receipt of such Planning Permission

6.2.2. The Transferee shall not sell or transfer or otherwise dispose of the Property to any part thereof within twenty years from the date hereof without having prior to or contemporaneously with the sale or transfer or other disposition obtained a Deed of Covenant directly with the Transferor to observe and perform the covenants contained in this Schedule at the expense of the Transferee which Deed of Covenant will include a covenant from the incoming transferee that any future disposal will be subject to a like covenant being interest into by the person to whom such a disposal is made with the Transferor in respect of the future observance and performance of the covenants contained in this Schedule

6.2.3. The parties hereto apply to the Chief Land Registrar to enter a Restriction on the Register of the Title to the Property that except under an Order of the Land Registrar no dealing or disposition with the Property is to be registered unless a certificate is lodged by a Solicitor or Licensed Conveyancer confirming that the Deed of Covenant required by clause 6.2.2 of this Transfer has been entered into directly with the Transferor

7. It is agreed and declared that the liability of the Transferee in respect of any covenant or obligation in favour of the Transferor arising from the terms of this Transfer shall not exceed that which can be secured by that part of the Winterthur Life Self Administered Personal Pension Scheme which comprises the property to which this Transfer relates and any assets directly relating thereto

Continuation sheet  of

(Insert sheet number and total number of continuation sheets e.g. "sheet 1 of 3")

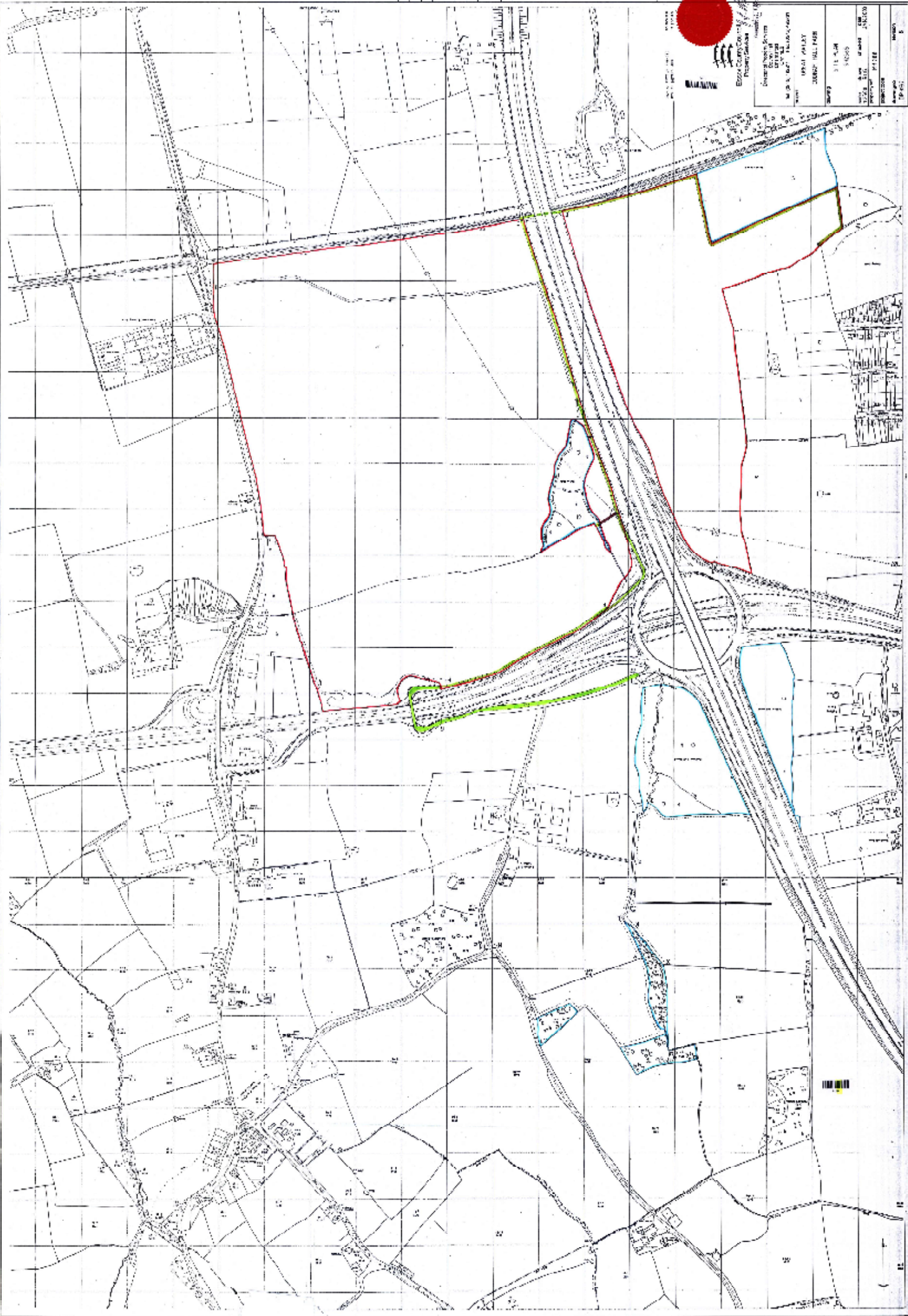
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BARCELONA

EDGE COUNTY PLANS  
PROJECT NUMBER 11111111  
DRAWN BY: [Name]  
DATE: 11/11/11  
SCALE: 1" = 100'  
SHEET NO. 11111111  
TOTAL SHEETS: 11111111



This is "Exhibit CSD-5" referred to in the

a [REDACTED]

on this 10 day of November 2023

before [REDACTED]

Signed [REDACTED]

A com [REDACTED] to administer said.

EXHIBIT 5.1





12/0000

© 2024 Intelereal Estate

This "E-Letter" is for [REDACTED] Scott Redfield, [REDACTED]

on this [ 15<sup>th</sup> ] day of [ November ] 2023

[REDACTED]

EXHIBIT 6.1



EXHIBIT 6.2



EXHIBIT 6.3





EXHIBIT 6.4



EXHIBIT 6.5



EXHIBIT 6.6



[REDACTED]

[REDACTED]

before me

[REDACTED]

[REDACTED]

ter oaths.

DATED

30th March

2000

**WINTERTHUR PENSION TRUSTEES UK LIMITED**

and

**HERBERT CHARLES SCOTT PADFIELD  
JOYCE WINIFRED PADFIELD and  
CHRISTOPHER SCOTT PADFIELD**

**FARM BUSINESS TENANCY LEASE**

relating to **Codham Hall Farm (South)**  
**Great Warley Brentwood Essex**

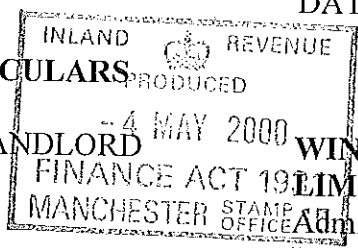
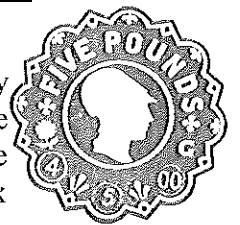
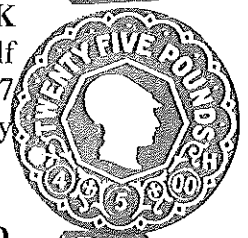
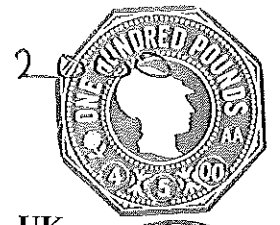
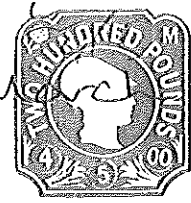
**Gepp & Sons**  
**New London Road**  
**Chelmsford**  
**Essex CM2 0PA**

f 340

LEASE

DATED

30th Nov



- 1.
- 1.1
- 1.2.
- 1.3
- 1.4
- 1.5
- 1.6
- 1.7
- 1.8
- 2.
- 2.1
- 2.2
- 2.3
- 2.4

**PARTICULARS**

**THE LANDLORD**

**WINTERTHUR PENSION TRUSTEES UK LIMITED** (as trustees of the Winterthur Life Self Administered Personal Pension Scheme) of 24-27 Barnack Business Centre Blakey Road Salisbury Wiltshire SP1 2LP

**THE TENANT**

**HERBERT CHARLES SCOTT PADFIELD  
JOYCE WINIFRED PADFIELD and  
CHRISTOPHER SCOTT PADFIELD** all of



**THE GUARANTOR**

**THE PROPERTY**

Codham Hall Farm (South) Great Warley Brentwood Essex CM13 3JT being more particularly described in a transfer ("the Transfer") of even date made between Essex County Council (1) and the Landlord (2)

**DATE OF COMMENCEMENT OF TERM**

The date hereof

**TERM**

20 years

**EXPIRY DATE OF TERM**

2020

**THE RENT**

£14,300.00 per annum payable by equal half yearly payments in arrears on the 25<sup>th</sup> day of June and the 25<sup>th</sup> day of December the first payment for the period from the date hereof to be made on the 25<sup>th</sup> day of June 2000

**DEFINITIONS AND INTERPRETATIONS**

In this Lease unless the context otherwise requires:-

"1995 Act/the Act"

Agricultural Tenancies Act 1995

"E.U."

Means the European Union

"Eligible Land"

Means land which was in arable rotation on the date of this Lease excluding land used as or for Permanent Pasture, Permanent Crops, Temporary Grass, Eligible Crops, Woodland or Non-Agriculture Use.

"the Farm"

Means the property described in item 1.4 of the Particulars and each and every part thereof

- 2.5 "Fixed Equipment" The meaning assigned thereto by Section 19(10) of the 1995 Act
- 2.6 "IACS" The Integrated Administration and Control System – which expression shall include any orders regulations or directions which amend, modify or reinstate IACS and any other orders regulations or directions relating to production support schemes and non-production support schemes for the time being in force.
- 2.7 "IACS Forms" Any proforma which the Tenant is required to complete under IACS
- 2.8 "the Insured Risks" Means fire lightning explosion aircraft and articles dropped therefrom (in time of peace) flood storm tempest water damage from burst or overflowing pipes and tanks impact from vehicles riots and civil commotion earthquake subsidence and heave (so long as such risks can be insured against with United Kingdom insurance offices of repute or at Lloyds of London) theft and malicious damage and such other risks as the Landlord reasonably deems necessary to insure against
- 2.9 "Interest" Means interest at the rate of 4% above Lloyds TSB Plc's Base Rate for the time being (which interest rate shall still apply after and notwithstanding any judgement of the Court) payable from the date when the sum is due in respect of the Rent and the Insurance Rent and in the case of any other sum the date of demand for the sum upon which interest is to be paid to the Landlord in each case until the date of payment to the Landlord compounded with quarterly rests on the usual quarter days
- 2.10 "the Landlord" Means the person named as the Landlord in item 1.1 of the Particulars and includes any other person for the time being entitled to the immediate reversion of this Lease
- 2.11 "the Landlords Agents" Means and includes the Landlords workmen servants agents lawful visitors mortgagees prospective purchasers and lessees and all other persons authorised by the Landlord
- 2.12 "this Lease" Means this Lease and includes any Schedule hereto any licence granted pursuant to this Lease and any deed of variation of the provisions hereof and any deed or instrument supplemental hereto

2.13	“M A F F ”	Ministry of Agriculture Fisheries and Food
2.14	“Non-Agricultural Use”	All land used for purposes other than agriculture as defined by Section 336(1) of the Town and Country Planning Act 1990
2.15	“the Particulars”	Means the Particulars set out in Clause 1 of this Lease and references to numbered items of the Particulars are references to the numbered sub-clauses of that clause
2.16	“Permanent Crops”	Crops not grown in rotation which are in the ground for five years or more and yield crops over several years
2.17	“Permanent Pasture”	All rough grazing, pasture and any areas that have been in grass for five years or more as at the date of this Lease
2.18	“Person”	Includes a company corporation or other body legally capable of holding land
2.19	“the Plan”	Means the plan or plans annexed to this Lease
2.20	“the Planning Acts”	Means the Town and Country Planning Acts 1990 the Planning (Listed Building and Conservation Areas) Act 1990, the Planning, Hazardous Substances) Act 1990 and the Planning/Consequential Provisions Act 1990
2.21	“Quotas”	Such quota allowances and premiums in respect of the Farm or any part thereof whether for inputs, areas of land, dairy produce, potatoes or any other produce as are now or shall be at any time during the Tenancy allotted to the Tenant or of which he has the right of nomination
2.22	“the Rent”	Means the sums specified as the Rent in item 1.8 of the Particulars
2.23	“Requisite Notice”	Means a notice in writing to the Tenant five working days before any entry is made on the Demised Premises <b>PROVIDED THAT</b> in the case of an emergency such notice as may be possible be given
2.24	“the Surveyor”	Means any person or firm appointed by the Landlord (including an employee of the Landlord to perform any of the functions of the Surveyor under this lease
2.25	“Temporary Grass”	Grass planted on or after 1 <sup>st</sup> January 1987 as part of an arable rotation;



2.26 "the Tenant"

Means the person named as the Tenant in item 1.2 of the Particulars and includes the successors in title of the Tenant to the Term

2.27 "the Term"

Means not only the term specified in item 1.5 of the Particulars but also where appropriate any extension or continuation whether by statute or common law

2.28 "the Termination Date"

Means the date of expiration or sooner determination of the Term

2.29 "Timber"

All trees including saplings, pollards, underwoods including biomass

2.30 "Woodland"

Land on which Timber is grown including all commercial and amenity woodland and rotational coppice

2.31 "working day"

Means a day upon which Clearing Banks in the City of London are open for normal business

2.32 "Agriculture"

The meaning assigned by the 1995 Act

2.33 Any reference to any Act of Parliament shall include any modification extension or re-enactment thereof for the time being in force and shall include all instruments notices orders plans regulations consents permissions and directions for the time being made issued or given thereunder or drawing validity therefrom

2.34 The masculine includes the feminine and the singular the plural and vice versa

2.35 Obligations undertaken by more than a single person are joint and several obligations

2.36 Reference to any right of the Landlord to have access to the Demised Premises shall be construed as extending to any superior landlord and any mortgagee of the Demised Premises and to all persons property authorised by the Landlord and any superior landlord or mortgagee (including agents professional advisers contractors workmen and others)

2.37 Any covenant by the Tenant not to do an act or thing shall be construed as if it were a covenant not to do or permit such act or thing to be done or not to permit the omission of such act or thin as the case may be

2.38 The Terms "the parties" or "party" mean the Landlord and/or the Tenant but except where there is an express indication to the Tenant but except where there is an express indication to the contrary exclude the Guarantor

2.39 Reference in this Lease to any clause sub-clause paragraph or Schedule without further designation shall be construed as a reference to the clause sub-clause paragraph or Schedule to this Lease so numbered or lettered

1.40 The marginal notes and headings shall not affect the construction of this Lease

## **LEASE**

### **1.1 Demise**

**THE LANDLORD LETS** with full title guarantee the Farm to the Tenant **TOGETHER WITH** the rights specified in the Second Schedule **BUT EXCEPT AND RESERVING** the rights specified in the Third Schedule from and including the Date of Commencement of the Term for the Term

### **1.2 Rents**

**THE TENANT PAYING** yearly and proportionately for any fraction of a year

3.2.1 First the Rent at the times and in the manner specified in items 1.8 of the Particulars respectively and

3.2.2 Secondly Interest which becomes due pursuant to clause 6.4 and all other sums whatsoever as shall become payable by the Tenant to the Landlord under the provisions of this Lease

**ALL** which payments are hereby reserved as rent

## **4. COMPLIANCE WITH NOTICE CONDITION**

The parties hereby acknowledge that prior to the execution of this Lease Notices were served under Section 1(4) of the Act and that it is intended that this Lease shall and shall remain throughout its currency a Farm Business Tenancy within the meaning of the Act

## **5. THE TENANT COVENANTS WITH THE LANDLORD as follows:**

### **5.1 To pay Rent**

5.1.1 To pay the Rent at the times and in the manner described in items 1.8 of the Particulars and without any deduction (except only such as a lessee may by law be entitled to make notwithstanding any contract to the contrary.

5.1.2 If so required by the Landlord in writing to make payments of the Rent by banker's order to such bank in England and resident account as the Landlord shall from time to time nominate

### **5.2 Outgoings**

5.2.1 To pay all existing and future rates taxes assessments impositions and outgoings assessed or imposed on or in respect of the Farm including drainage sites and charges (if any) (whether assessed or imposed on the Landlord or the Tenant) except any tax in respect of:-

5.2.1.1 The rents payable under this Lease

5.2.1.2 The grant of this Lease

5.2.1.3 Any dealing disposal or deemed disposal by the Landlord with the reversion (whether immediate or not) to this Lease

5.2.2 To pay and indemnify the Landlord against all (if any) rates on unoccupied property payable in respect of the Farm for any period after the Termination Date which would not have been payable had the Farm been occupied by the Tenant at all times prior to the Termination date

### 5.3 Statutory services

To pay all the gas electricity and water consumed on the Farm including all meter rents and to observe and perform all the terms and conditions of supply thereof and all other regulations and requirements of the gas electricity and water authorities and to keep the Landlord indemnified in respect thereof

### 5.4 Interest on Arrears

If the Rent the Insurance Rent or other sums payable by the Tenant to the Landlord under this Lease shall be due but unpaid for 10 working days to pay on demand to the Landlord (if the Landlord shall so require) Interest **PROVIDED THAT** this sub-clause shall not prejudice any other right or remedy in respect of such money

### 5.5 Repair decoration maintenance etc

To put keep maintain and replace or repair and leave clean and in good tenable repair order and condition any farm buildings and fixed equipment erected on the Farm during the Term together with all fixtures and fittings in them and without prejudice to such obligations

5.5.1 To keep clear and good working order and condition all irrigation reservoirs and sewage disposal systems including domestic foul water drains and underground mains septic tanks filtering media cesspools liquid manure tanks roof-valleys eaves-guttering downpipes gulleys and grease-traps

5.5.2 To repair and maintain and keep clear and in good working order all land drains on the Farm

5.5.3 To dig out scour and cleanse all ponds watercourses ditches and grips as may be necessary to maintain them at sufficient width and depth and to keep clear from obstruction all field drains and their outlets

### 6.6 Repair on notice

If the Tenant fails to do any work which this Agreement requires him to do and the Landlord gives him written notice to do it the Tenant agrees to:

6.6.1 start the work within two months or immediately in the case of an emergency, and

6.6.2 proceed diligently with the work until it is completed, or

6.6.3 if in default, permit the Landlord to do the work and recover as a debt the

reasonable cost from the tenant

## 6.7 Alterations

- 6.7.1 Not to put up any new building or make any other improvements (within the meaning of Part III of The Act) to the Farm unless the Landlord gives written consent in advance, and the Landlord will not unreasonably withhold or delay that consent
- 6.7.2 Before making any alteration or addition to the Farm to first obtain all statutory or other consents required for the carrying out of such work and provide copies to the Landlord and to use his best endeavours to obtain any grants subsidies or other payments which may be available in connection with the work under any local or E.U. scheme
- 6.7.3 To comply with the terms of all consents required for the carrying out of such work and to compensate the Landlord for any loss damage or expense incurred by the Landlord as a result of any breach by the Tenant of his obligations under this clause

## 6.8 Assignment and Parting with Possession

- 6.8.1 Without prejudice to the provisions of clauses 6.8.1 and 6.8.3 hereof and independently thereof:-
- 6.8.1.1 Not to assign or charge any part or parts of the Farm (as opposed to an assignment or charge of the whole thereof)
- 6.8.1.2 Not to underlet the Farm or any part or parts thereof
- 6.8.1.3 Not to assign the Farm to a limited company without procuring that on or before completion of the transaction at least two directors of the company (including the director controlling or having the largest or largest equal control of the shares of the company) shall enter into a joint and several covenant directly with the Landlord (as well as with the Tenant) to pay the rents hereby reserved and observe and perform the covenants on the part of the Tenant herein contained throughout the residue of the said term and any statutory continuation thereof and such covenant shall be in the form of the covenant contained in the fourth Schedule hereto mutatis mutandis
- 6.8.1.4 Not to assign the Farm without procuring that the assignee shall enter into a Deed of Covenant with the Landlord in which the assignee shall covenant with the Landlord to pay the rents hereby reserved and to perform and observe all the covenants and conditions herein contained (including the covenant) and on the part of the Tenant to be performed and observed throughout the residue of the said term hereby granted and any holding over or statutory continuation thereof and that a certified copy of the assignment shall be furnished to the Landlord at the cost of the Tenant
- 6.8.1.5 Not to part or share the possession or occupation of the Farm or any part or parts thereof except to an assignee in circumstances which shall

not involve a breach of any covenant in this clause or in clause 6.8.3 hereof

6.8.3 Without prejudice to the provisions of clauses 6.8.1 and 6.8.2 hereof and independently thereof not to assign or charge the Farm without the previous written consent of the Landlord which shall not be unreasonably withheld

**6.9 Unauthorised Entry**

6.9.1 To prevent any unauthorised new footpaths or other encroachments or easements from being made or acquired over any part of the Farm

6.9.2 To use the Tenants best endeavours to prevent trespass over any part of the Farm and to give notice to the Landlord of any continued acts of trespass and at the Tenant's expense for possession to take proceedings against trespassers (except poachers) who occupy any part of the Farm for more than twenty four hours

6.9.3 Not without the written consent of the Landlord to enter into in relation to the Farm or a part thereof any scheme for any form of access under which there shall be any limitation or positive obligation in relation to the agricultural operations capable of being carried out on the Farm or other limitation or positive obligation in relation to timber or the exercise of sporting or other rights thereon or thereover whether by the owner or occupier of the Farm or appurtenant to the Farm or under which access may be gained to the Farm by the public otherwise than to public footpaths and other public ways established and existing at the date of this Lease.

**6.10 Water Extraction**

Not to suffer anything whereby any licence affecting the Farm granted to the Landlord or the Tenant under the Water Resources Act 1991 (or any re-enactment thereof) may be invalidated or revoked and not to extract water without first obtaining any requisite licence to do so under the said Act and to supply to the Landlord a copy of all new licences granted during the Tenancy and to indemnify the Landlord against all losses and costs occasioned by any breach of this clause and to hand over any licence or licences held by the Tenant to the Landlord within seven days of the termination of the Tenancy

**6.11 Preservation of Timber**

To preserve all trees and saplings and except in the course of good husbandry not to cut to lop the same and to prevent all trees from being injured by livestock or damaged or injured in any way and not to drive nails or staples into or affix any fencing material on to the same and if any tree is damaged or injured to replace with equivalent stock on the first suitable occasion

**6.12 Dangerous Trees**

To give written notice to the Landlord of any dead or dangerous tree on the Farm

**6.13 Cultivations**

To cultivate and manage the Farm according to the rules of good husbandry as defined in Section 11 of the Agriculture Act 1947 so as not to impoverish or deteriorate the land and to keep and leave the same clean and in good heart and condition

**6.14 Pests**

To keep the Farm free from infestation by insects and other pests and to keep down rabbits moles rates and other vermin and to spread molehills upon the Farm

**6.15 Game and Conservation**

6.15.1 Subject to the Ground Game Act 1880 and the Wildlife and Countryside Act 1981 not to do anything prejudicial to the preservation of any game or any other wild birds listed as protected (including nests and eggs) wildfowl hares or fish

6.15.2 To give prior notification to the Landlord of any shooting the Tenant or anyone authorised by him intends to do; all such shooting to be within the provisions of the Ground Game Act 1880 as amended

6.15.3 To warn off any unauthorised persons from shooting molesting or destroying any game or protected wild birds and to notify the Landlord of anyone so offending

**6.16 Weeds**

To cut or otherwise destroy and control all noxious weeds on the Farm

**6.17 Sprays**

When using sprays to take all reasonable care to ensure that the adjoining hedges trees and crops are not adversely affected and to select and use chemicals which will cause least harm to game birds and other wildlife

**6.18 Disease**

To notify the Landlord in writing forthwith of any outbreak of suspected outbreak of any notifiable disease of crops or stock on the Farm and to take all necessary precautions to prevent the spread of disease

**6.19 Permanent Pasture**

Not to plough or break up any permanent pasture without previous consent in writing of the Landlord

**6.20 Straw burning**

Not to burn straw on the Farm

**6.21 Manure**

To spread annually on the Farm all farmyard manure and compost produced and made thereon and at the determination of the Term to leave carefully stored all such farmyard manure and compost not already

**6.22 Turf**

Not to dig sell off or remove from the Farm any turf top soil stone gravelly sand or clay without the previous written consent of the Landlord

**6.23 Account of cropping and fertilisers**

6.23.1 Keep at his own costs and produce at any time at the request of the Landlord a record of all croppings upon the Farm and any produce (including livestock) sold off the Farm and of the dates of removal thereof

6.23.2 To keep at his own cost and produce at any time of the Landlord a record (together with vouchers and other satisfactory evidence) of all fertilisers applied to the Farm including such provision as is or has been made for the return to the Farm of the full equivalent manurial value of all crops sold off or removed from the Farm

**6.24 Quotas (other than Milk or Livestock Quotas)**

6.24.1 The Tenant shall not dispose of any part of any quota (other than Milk Quota or livestock premium quota rights) or other allocation affecting agricultural production (which will include any quota and any freedom from restriction enjoyed or available in connection with the Holding) whether or not allocated to him in connection with the Holding not permit such quota or other allocation to lapse or be reduced through any failure on his part to produce a sufficient quantity of any produce now or hereafter the subject of any such quota or other allocation

6.24.2 Before quitting the Holding on the termination of this Lease the Tenant shall nominate as his successor the Landlord or (at the option of the Landlord) the incoming tenant in respect of any such quota or other location

6.24.3 Before quitting the Farm on the termination of this Lease to do all acts and things necessary to effect a transfer of the benefit (by nomination or otherwise) of the Quotas to the Landlord or to any person the landlord directs

**6.25 CAP Provisions**

6.25.1 In every year of this Tenancy in which an IACS Form or other equivalent Form under IACS is required by EU and/or National Legislation to be submitted to MAFF or any other prescribed authority in relation to the Farm (whether or not it relates in addition to other land farmed by the Tenant in the U.K)

6.25.1.1 To complete accurately and allow the Landlord to inspect prior to submission a copy of every IACS Form relating to the Farm which the Tenant intends shall be submitted in relation to the Farm

6.25.1.2 In the last year of the term to incorporate prior to submitting the

same to the prescribed authority such reasonable amendments to the IACS Form as the Landlord may reasonably require

6.25.1.3 To ensure that accurately completed IACS Form duly approved by the Landlord pursuant to this clause is received by the prescribed authority before the published deadline and

6.25.1.4 To provide written evidence to the Landlord of acceptance of the IACS Form by the prescribed authority

6.25.2 To indemnify the Landlord against all losses, costs, claims, demands and expenses that may be made against or suffered by the Landlord directly or indirectly as a result of :-

6.25.2.1 The submission by or on behalf of the Tenant in relation to the Farm (whether or not it relates in addition to other land farmed by the Tenant in the U.K.) of an inaccurately completed IACS Form or

6.25.2.2 The failure of the Tenant to deliver or procure the delivery of a duly completed IACS Form to the prescribed authority as required in clause 6.25.1.3 above

6.25.3 Not without the Landlord's consent to put into the set aside system any part of the Farm in excess of the minimum area required from time to time under the arable area payments scheme regulated by IACS and in the last year of the term to obtain the Landlord's consent (whose decision shall be final and binding) to the part of the Farm to be set aside

6.25.4 Not without the Landlord's consent to set aside any Eligible Land on the Farm under any non-rotational set aside scheme in force from time to time

6.25.5 On or immediately prior to quitting the Farm at the expiration of the Term (howsoever the Term may have been determined) at the Landlord's request to do all acts and things and sign all such documents as may be necessary to transfer the benefit of such quotas and subsidies to the Landlord or his nominee

6.25.6 Not to import or export or in any way transfer set aside

## **6.26 Quota brought to the Farm by the Tenant**

6.26.1 Such wholesale milk quota as shall have been transferred to the Farm or shall have been subsequently transferred to the Farm with the prior written consent of the Landlord in accordance with the provisions in that behalf contained clause 6.27 below by the Tenant at his own expense ("the Tenant's Quota") shall belong to the Tenant free from any interest of the Landlord or any third party or parties claiming through him or on his behalf



6.26.2 If at any time during the term the Tenant wishes to dispose of all or any part of the Tenant's quota by way of permanent transfer he shall first give the Landlord written notice of his intention so to do and the Landlord shall within 14 days thereafter notify the Tenant in writing of his wish to acquire such quota or part thereof (or otherwise) as the case may be

6.26.3 In the event of the Landlord wishing to purchase the quota referred to in clause above is shall be purchased at the current market value thereof and failing agreement such market value as shall be determined by an independent expert to be appointed failing agreement by the President of the Royal Institution of Chartered Surveyors AND the Landlord and the Tenant shall sign all necessary forms and do all necessary things to ensure the transfer of the same to the Landlord or as he shall direct with all due despatch

6.26.4 In the event of the Landlord not wishing to purchase the quota or any part thereof the Tenant shall be free to sell the same to one or more third parties and the Landlord and the Tenant shall sign all necessary and do all necessary things to ensure the transfer of the same with all due despatch

6.26.5 During the last fifteen months of this Agreement should the Tenant so wish he may transfer the Tenant's quota or any part of it to another holding or holdings and the Landlord hereby consents to the Tenant transferring such quota to such alternative holding or holdings free from any claim by the Landlord or his successors in title and confirms that he will permit the creation of any interest in land required for this purpose (notwithstanding the terms of this Agreement PROVIDED THAT the same do not attract any security of tenure in any form AND PROVIDED FURTHER THAT the documentation creating the same shall have first been approved in writing by the Landlord AND the Landlord will sign all necessary documents and do all necessary things to ensure the transfer to such alternative holding or holdings.

6.26.6 If at the determination of the Agreement any part of the Tenant's quota remains available to the owner or occupier of the land formerly subject to this Agreement the Landlord shall pay to the Tenant the market value of such quota valued at the date of the determination of the Agreement and failing agreement such market value shall be determined by an independent expert to be appointed failing agreement by the president of the Royal Institution of Chartered Surveyors.

6.26.7 The Landlord confirms that neither he nor his successors in title shall make any claim in respect of the Tenant's quota either during or at the termination of this Agreement howsoever determined.

## 6.27 General Milk Quota Provisions

6.27.1 The Tenant shall not transfer any additional milk quota to the Farm without obtaining the Landlord's prior written consent such consent not to be unreasonably withheld

6.27.2 The Tenant shall not do not omit to do anything whereby the Tenant's quota nor the Landlord's quota nor any part of either of them is reduced lost or charged nor whereby the Tenant's quota nor the Landlord's quota or any part of either of them is reduced or lost to the EU Reserve nor the UK Quota

Reserve set up pursuant to EU Regulations of the Dairy Produce Quotas Regulations 1997 respectively

- 6.27.3 During the twelve months prior to the termination of this Agreement the Tenant shall not produce such quantity of milk as may give rise to a liability to pay a levy or other penalty for overproduction
- 6.27.4 The Tenant shall immediately on receipt of the same provide the Landlord with copies of all written statutory directions or requirements in connection with the Landlord's quota or the Tenant's quota received from the Ministry of Agriculture Fisheries and Food, the Intervention Board, or any other statutory authority
- 6.27.5 In the event of there being any additional allocation of or reduction in the Landlord's quota or the Tenant's quota the same shall belong to or be borne by the Landlord or the Tenant (as the case may be)

## 6.28 LIVESTOCK QUOTAS

In respect of any livestock premium quota rights:-

- 6.28.1 The Tenant will not without the prior written consent of the Landlord dispose of any livestock premium quota allocation made to him whether or not as a result of this occupation of the Farm by means of any form of permanent or temporary transfer now shall he at any time during the term permit such allocation to lapse or be reduced through any failure on the Tenant's part to comply with the Rules and/or Regulations from time to time governing such scheme

## 6.29 Landlord's Access

To permit the Landlord to have access to the Farm at all reasonable times after giving reasonable notice(except in an emergency) for the purpose of

- 6.29.1 Inspecting the condition of the Farm
- 6.29.2 Carrying out any works which the Landlord is obliged or entitled to carry out under this Agreement
- 6.29.3 Carrying out any works on the property belonging to the Landlord which adjoins the Farm
- 6.29.4 Taking soil or water samples
- 6.29.5 Exercising any of the rights reserved to the Landlord in Schedule 2 of this Agreement

## 6.30 COSTS

To pay to the Landlord all proper costs charges and expenses (including bailiffs commission and professional advisers costs and fees) incurred by the Landlord or any superior Landlord

6.30.1 In or on contemplation of any proceedings under Sections 146 or 147 of the Law of Property Act 1925 including the preparation and service of notices thereunder (notwithstanding forfeiture is avoided otherwise than by relief granted by the Court)

6.30.2 In the preparation and service at any time during or after the Term of a Schedule of Dilapidations accrued at any time during the Term

6.30.3 In connection with any breach of covenant by or the recovery of arrears of rents due from the Tenant hereunder

6.30.4 In respect of any application for consent required by this Lease whether or not such consent be granted except where such consent may not under the terms hereof be unreasonably withheld but is so unreasonably withheld or is proffered subject to unreasonable qualification or condition

### 6.31 V.A.T

6.31.1 To pay to the Landlord Value Added Tax at the rate for the time being in force chargeable in respect of taxable supplies (within the meaning of the Value Added Tax Act 1983) or any statutory provision amending or replacing the same) made by the Landlord to the Tenant under the terms of or in connection with this Lease and in every case where the Tenant covenants to pay an amount of money under this Lease such amount shall be regarded as being exclusive of all Value Added Tax which may from time to time be legally payable thereon

6.31.2 To the extent that any payments made by the Tenant to the Landlord hereunder are recoverable in the same manner as if they were rent then any Value Added Tax payable by the Tenant thereon shall also be recoverable in the same manner as if it were rent

6.31.3 In every case where the Tenant has agreed to reimburse the Landlord in respect of any taxable supply made to the Landlord under the terms of or in connection with this Lease (where such taxable supplies do not in turn constitute or form part of taxable supplies made by the Landlord to the Tenant to which clause 6.33.1 applies) then the Tenant shall also reimburse any Value Added Tax paid by the Landlord on such payments save to the extent that such Value Added Tax is recoverable by the Landlord

### 6.32 Indemnity

To be responsible for and to keep the Landlord fully indemnified against all damage damages losses costs expenses actions demands proceedings claims and liabilities made against or suffered or incurred by the Landlord arising directly or indirectly out of:

6.32.1 any act omission or negligence of the Tenant or any persons on the Farm expressly or impliedly with the Tenant's authority or

6.32.2 any breach or non-observance by the Tenant of the covenants conditions or other provisions of this Lease or any of the matters to which this Lease is subject

6.32.3 any act omission or negligence of the Tenant or his agents or employees in failing to observe statutory obligation in respect of the Farmer to comply with legislation enacted by the EU, Government or Local Authority

**6.33 Notice of Agricultural Charges**

To notify the Landlord in writing of any charge made under the provisions of the Agricultural Credits Act 1928 immediately on the completion of any document evidencing such charge

**6.34 Notices received by Tenant**

6.34.1 At all times immediately upon receipt of any notice order direction or other matter whatever affecting or likely to affect the Farm to produce it for the Landlords inspection and to permit the Landlord to take a copy

6.34.2 To comply immediately with and give sufficient effect to every notice direction or other matter whatever affecting or likely to affect the Farm served or made by an authority

**6.35 Damage to Services**

Where damage results from the laying of pipelines sewers and other apparatus or from the erection of poles pylons and other apparatus to use any monetary compensation received to remedy such damage and fully to restore the Farm or obtain a suitable indemnity from the statutory or acquiring Authority

**6.36 Death of a Tenant**

If the Tenant (or any of them or the last of them) dies during the tenancy his executors or administrators or other person or persons in whom any interest in the Lease is vested immediately after this death will within one month of his death give notice in writing to the Landlord of such death and its date

**6.37 Yielding up on termination**

6.37.1 On termination of this Lease to yield up the Farm to the Landlord with vacant possession in a state of repair condition and decoration which is consistent with the proper performance of the Tenants covenants in this Lease

6.37.2 Immediately before termination of this Agreement if and to the extent required by the Landlord to reinstate all alterations additions or improvements made to the buildings or other fixed equipment on the Farm at any time during the Term

**6.38 Insurance Obligations**

6.38.1 To effect and maintain insurance at all times during the Term in the joint names of the Landlord and the Tenant to the full market value against the Insured Risks (or such other risks as the Landlord may from time to time reasonably request) with an insurance company of a category approved by the Landlord in respect of

- 6.38.1.1 any buildings erected on the Farm (including site clearance)
  - 6.38.1.2 all fixtures and fittings on the Farm
  - 6.38.1.3 third party and public liability
  - 6.38.1.4 growing crops and produce in store on the Farm
- 6.38.2 To produce to the Landlord on demand any insurance policy taken out pursuant to clause 6.38.1 with the receipt for the current premium
- 6.38.3 To keep an adequate number of fire extinguishers in any buildings on the Farm in good working order and to take all other reasonable precautions to safeguard the Farm and any adjoining or neighbouring property of the Landlord against fire and other risks
- 6.38.4 If the insurance monies under any of the insurance policies is wholly or partly irrecoverable by reason of any act neglect or default of the Tenant or any servant agent or licensee (or any of them) to pay to the landlord on demand the irrecoverable amount

#### 6.39 User

Not at any time to change the use of the Farm or any part thereof without the Landlord's written consent

#### 6.40 Waste

To use his best endeavours not to permit or suffer any wilful or voluntary waste nor to do or suffer to be done on the Farm anything which may be or become a nuisance or annoyance to the Landlords or to the owners or occupiers of any adjoining land and to indemnify the Landlord against any claims by third parties arising from any breach of this obligation

#### 6.41 Pollution

- 6.41.1 To use his best endeavours not to cause environmental pollution of any kind in upon or adjoining the Farm and not to allow to pass into the sewers drains or watercourses in on or under or adjacent to the Farm any noxious or deleterious effluent which will or is likely to cause an obstruction or injure the said sewers drains or watercourses and the event of any injury obstruction or occurrence which causes damage or pollution forthwith to make good such damage and pollution to the satisfaction of the Landlord and pay proper compensation therefore
- 6.41.2 (Without prejudice to the other obligations of the tenant hereunder) to observe and comply with in all respects the provisions of any and every enactment relating to the protection of the environment and without prejudice to the generality of the foregoing to the protection handling treatment and disposal of all substances likely to cause pollution whether to the land water or to the air
- 6.41.3 To ensure that his arrangements for the control storage movement and disposal of slurry, sludge and fuel oil in accordance with the provisions of the Control

of Pollutions (sludge, slurry and fuel oil) Regulations 1991 and to comply with any regulations imposed under the terms of the Water Act 1989 in respect of Nitrate Sensitive Areas and Zones in respect of the spreading of inorganic nitrogenous fertilizer slurry or poultry manure on the holding.

6.42 **Compliance with Statutes**

At the Tenant's own expense to observe and perform and comply with all EC Legislation and all Acts of Parliament local acts and bye-laws (including all orders directions and regulations made or issued thereunder) and all codes of practice lawful requirements of all public local or other competent authorities and all statutory or other lawfully enforceable notices obligations directions orders and requirements of whatsoever nature in respect of or in any way affecting the Farm or anything therein or thereon or any activity carried on at the Farm or in respect of persons resorting thereto or working employed or residing thereat and within the time limited by law or by the notice requiring the same to be done (or if no such time is so limited then within a reasonable time) at the Tenant's expense to carry out all such works and provide and do all such things as by or under EC Legislation statute bye-laws or otherwise howsoever may lawfully be required ordered or directed to be carried out provided or done (whether by or at the expense of the owner of the landlord tenant or occupier) at or to or in connection with the Farm or the use and occupation thereof and to carry out provide and do all such matters and things as aforesaid in accordance with the lawful requirements and directions of the authority or body or person or Court of competent jurisdiction lawfully requiring ordering or directing the same

6.43 **Planning Acts**

Not to do or omit or suffer to be done any act matter or thing in or on the Farm which shall be a contravention of the Planning Acts and not without the previous consent in writing of the Landlord to make any application for planning permission to carry out development (as defined in Section 55 of the Town and Country Planning Act 1990) upon the Farm

6.44 **Good Husbandry**

6.44.1 To farm and manage the Farm in accordance with the rules of good husbandry and good estate management as detailed in Section 10 and 11 of the Agriculture Act 1947 as if the same were herein repeated in full and to cultivate the Farm so as not to impoverish or deteriorate the Farm but to maintain fertility and to keep and leave the Farm in good heart and condition and the land thoroughly clean and free from weeds including thistles docks ragwort brambles rushes and self-sown thorns gorse and bracken

6.44.2 Without prejudice to the provision of Clause 6.44.1 the Tenant shall not be considered to be farming contrary to the rules good husbandry if he is reasonably complying with his obligations under any Agri-Environmental scheme involving the Farm entered into under the term of Clause 6.47 or any Set Aside Scheme under EU legislation

6.45 **Advertising/Camping etc**

In particular and without prejudice to the generality of the foregoing paragraph not to use or permit any part of the Farm to be used for advertising or camping purposes of

the parking of caravans or the holding of any race match game contest rally sale or musical festival or any other non-agricultural use of land or building or the storage of plant or equipment of third parties and not to permit or suffer thereon any gypsies travellers picnicking parties or trespassers whatsoever

### **Production of Notices**

To give notice forthwith to the Landlord of any notice served under the provisions of any EU Legislation Statute or Order affecting the Farm or any activity carried out thereon. This obligation is in addition to an without prejudice to any duty imposed on the Tenant by the general law to give notice to the Landlord or any writ notice or instrument served on the Tenant other than those above-mentioned whereof the Tenants bound to give notice to the Landlord

### **Agri-Environmental Schemes**

The Tenant may only enter Agri-Environmental Schemes such as the Environmentally Sensitive Area Scheme and the Habitat Improvement Scheme with the express consent of the Landlord such consent not to be unreasonably withheld and any failure on the part of the Landlord to become a party to any such Scheme will be deemed withholding of such consent and subject to the same test of reasonableness

**THE LANDLORD COVENANTS WITH THE TENANT** as follows:-

#### **7.1 Quiet Enjoyment**

That as long as the Tenant pays the Rent and complies with the terms of this Lease the Tenant may enjoy the Farm peaceably during the Term without any interruption by the Landlord or any person lawfully claiming through under or in trust for the Landlord

#### **8. PROVISOS**

**THE PARTIES AGREE** that this Lease is subject to the following provisos:-

#### **8.1 Landlord's right to forfeit Lease**

If any of the following events:-

- 8.1.1 If any rent or other sum due under this Lease is unpaid for 15 working days after becoming due (whether formally demanded or not)
- 8.1.2 If there is breach of any of the Tenant's covenants
- 8.1.3 If the Tenant (being a company) enters into liquidation (except voluntary liquidation for the purpose of reconstruction or amalgamation) or has a receiver or administrative receiver appointed or (being an individual) becomes bankrupt or makes any composition with his creditors

Tenant or the Tenant's servants agents or lawful visitors or to any other person in the Farm for any:-

- 8.1.4 If execution is levied on goods on the Farm

THEN the Landlord may re-enter upon the Farm and the Term created by this Lease shall immediately come to an end and the re-entry shall not prejudice any of the Landlord's other rights and remedies

8.2 **No liability in damages**

Save to the extent (if any) that the Landlord is entitled to be indemnified under the policy or policies of insurance effected by the Landlord the Landlord shall be responsible to the Tenant or Tenant's servants agents or lawful visitors or to any other person in the Farm for any:-

8.2.1 Accident happening or injury suffered on the Farm or

8.2.2 Damage to or loss of any goods or property sustained on the Farm or

8.2.3 Accident or damage (except damage by the Insured Risks) to the Farm or

8.2.4 Act or omission of any of the Landlord's Agents

8.3 **Entire Understanding**

This Lease embodies the entire understanding of the parties relating to the Farm or to any of the matters dealt with by any of the provisions of this Lease

8.4 **Representation**

The Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord except any such statement or representation that is expressly set out in this Lease

8.5 **Services of Notices**

Save as herein expressly provided to the contrary Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery

9.0 **ARBITRATION**

Where in this Lease there is provision for reference to arbitration then in the absence of any express contrary provision such reference shall be made in accordance with the Arbitration Acts 1950-1979 to a single arbitrator to be agreed upon by the parties or failing agreement appointed by the president of the Royal Institution of Chartered Surveyors (or if the President is not available or is unable to make such appointment then by the Vice President or next senior officer of such Institution then available and able to make such appointment) on the application of either the Landlord of the Tenant

IN WITNESS whereof this Deed has been duly executed

**THE FIRST SCHEDULE**

**The Farm**

ALL THAT farm land situate and known as Codham Hall Farm (South) Great Warley Brentwood Essex shown edged red on the plan annexed ("the Plan") together with the rights



to the Transfer but subject to the exceptions and reservations therein referred to

## THE SECOND SCHEDULE

### Rights Granted

TOGETHER with a right of way with or without vehicles and agricultural machinery over and along the bridge and roadway between the points marked F G and H on the Plan to the Highway together also with a right of way with or without vehicles not exceeding three metres in width through the tunnel under the M25 between the points marked B and C on the Plan and together with full and free rights of access to and from the Highway known as Junction 29 of the M25 at the points marked 2 and 3 on the Plan TOGETHER with the like right of way through Hobbs Hole Wood via the crossing coloured yellow on the Plan

## THE THIRD SCHEDULE

### Rights excepted and Reserved

#### 1. Minerals and Other Underground Resources

All mines minerals quarries stones and sand chalk flints marl peat brick earth clay gravel turf petroleum and its relative hydrocarbons and all other gases and substances in or under the Farm of a kind ordinarily worked or removed by underground or surface working with power to the Landlord and all persons authorised by him to enter on the Farm and from neighbouring land over any roadways on the Farm or over any other part of the Farm and to execute all incidental works including the right to let down the surface of the land the Tenant being paid reasonable compensation for all damage caused by the exercise of such power

#### 2. Easements wayleaves and other contracts

The right to grant any wayleave contract easement or licence to any public or local authority or public utility company or other company or persons with the right to authorise servants and agents of both parties with or without vehicles animals machinery and plant to enter upon the Farm and carry out their works (subject to the payment of reasonable compensation for damage provided a claim in writing is made by the Tenant to the Landlord within a reasonable time from the occurrence of the damage) together with the benefit of all such contracts agreements for easements or licences and all rents and other payments reserved

#### 3. Timber

All timber and other trees (except fruit trees)saplings pollards and underwood with liberty for the Landlord and all persons authorised by him to enter upon the Farm in order to inspect mark fell cut and carry them away and to replant them and to cart them from the Farm and from neighbouring land over any roadways on the Farm or over any other part of the Farm without making any payment to the Tenant for such use

**Access**

The right for the Landlord and all persons authorised by him with or without vehicles animals machinery and plant to enter onto any part of the Farm at all reasonable times

- 4.1 To inspect the state of repair and condition of the Farm
- 4.2 To inspect or to gain access to or to carry out any works to any neighbouring land
- 4.3 For the purpose set out in this Schedule and
- 4.4 For all other reasonable purposes

**5. Rights in respect of service media**

Without prejudice to the generality of the rights reserved by this schedule the right to run pipes drains conduits cables wires or otherworks (either already existing or any new ones) for the benefit of such land the Tenant being paid reasonable compensation for all damage caused to him by the exercise of such rights

**8. Rights of Way**

All rights of way (if any) used or enjoyed up to and including the date of this Agreement across any part of the Farm whether by the Landlord or any other party in respect of other property for the Landlord

**9. Wayleave agreements**

The benefit of all wayleave agreements entered into by the Landlord and existing at the date of this Agreement and all rents and other money payable under them and the power to carry out on the Farm at the Landlords cost anything required to be done by the Landlord under such agreements

**10. Archaeological Remains**

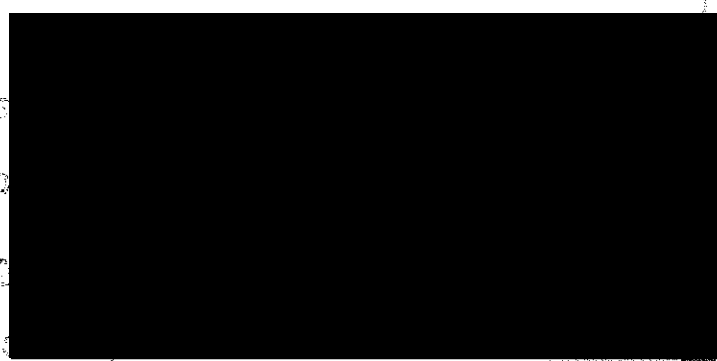
All items articles and artefacts and fossils of whatever nature of archaeological scientific or historical importance whether discovered in upon over or under the Farm and whether declared treasure-trove or not together with the right to enter onto the Farm in order to survey and record any such sites and to carry out investigations excavations or other exploratory examinations of whatever nature

3064

EXECUTED as a deed by WINTERTHUR )  
PENSION TRUSTEES UK LIMITED and )  
signed on its behalf by:-

Authorised Signatory  
(By Authority of  
Board of Directors)

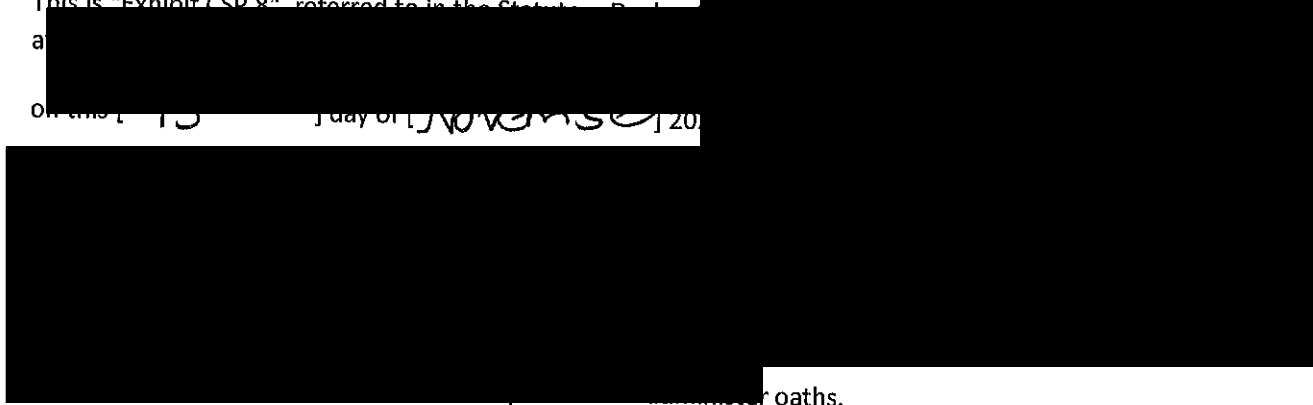
Authorised Signatory  
(By Authority of  
Board of Directors)



This is "Exhibit CSP 8" referred to in the Statute Book

a

On this 15 day of November 20



oaths.



This "E-File" case of [REDACTED] at Radfield declared

on this [ 15<sup>th</sup> ] day of [ November ] 2023

[REDACTED]

[REDACTED]

is authorized to administer oaths.

[REDACTED]

Chelmsford

[REDACTED]

**STRUTT &  
PARKER** 

[REDACTED]

C S Padfield Esq

E-Mail  
Our Ref

[REDACTED]@struttandparker.co.uk

27<sup>th</sup> July 2004

[REDACTED]

Dear Christopher

**M25 - Access**

I can confirm that I have received an undertaking from the agent to the Highways Agency regarding the new licence and the payment of £5,000 to you.

They are instructing their solicitors to produce a licence, which they will send to me for approval on my return to the office on the 23<sup>rd</sup> August 2004. The original undertaking I have received in the meantime protects your position.

Kind regards.

Yours sincerely

[REDACTED]

[REDACTED]



Chelmsford



E-Mail  
Our Ref

23<sup>rd</sup> July 2004

Dear Christopher

**M25 Licence - payments**

I write to confirm our conversation on Wednesday 21<sup>st</sup> July and that I have informed the Highways Agency your subject to contract agreement for a ten week extension for the sum of £5,000. I have asked them to send me the documentation for checking prior to your signing.

You asked for me to detail the payments you should have received so you could confirm these and these are set out in the table below:

Date	Amount
9 December 2002	£15,000
8 <sup>th</sup> June 2003	£ 7,500
9 <sup>th</sup> September 2003	£ 2,500
2 <sup>nd</sup> February 2004	£ 6,000
2 <sup>nd</sup> February 2004	£ 150 (interest payment to recognise late payment of previous amounts)
26 <sup>th</sup> April 2004	£ 5,000
26 <sup>th</sup> April 2004	£ 737.31 (Strutt & Parker fee paid to you)

5/2/03  
20/8/03  
24/2/04  
25/5/04  
24/2/04  
25/5/04  
25/5/04

Should you not have received any of these amount please do let me know. The amounts will have been paid either directly from the Highways Agency, Lambert Smith Hampton/W S Atkins or Eversheds.

Yours sincerely

A S Creed



Coval Hall Chelmsford Essex CM1 2QF  
Telephone: 01245 258201 Facsimile 01245 254685  
DX 121930 Chelmsford 6  
www.struttandparker.com



International Property Consultants

**Fax Transmission**

To: Christopher Padfield Fax No. 01277 234499

From: Alexander Creed

Date: 26<sup>th</sup> April 2004

No. of pages including this one: two

**Message:**

Dear Christopher

**Highways Agency - M25 Repairs**

Further to our discussions the Highways Agency have confirmed that they will require access to the site until Friday 23<sup>rd</sup> July 2004. They will be making a payment of £11,000.00 (eleven thousand pounds) direct to your bank account. This is the original payment of £6000 plus additional payment at £500 per week for ten weeks. Should they require access for longer then they are liable to make on-going weekly payments.

I also attach an amended Strutt and Parker fee account, the monies for which will be transferred with your payment directly to you. This is lower than the previous one as the Highways Agency will now only pay part of our account as the job is now continuing. We will get the balance later! I would be grateful if you could settle in due course.

I am told that the money should be transferred to you in the next 10-14 days, please let me know if it does not arrive.

Kind regards

Yours sincerely

[Redacted signature block]

Please contact the sender if you require a copy sent by post

This fax is confidential and may contain legally privileged information. If you are not the above named addressee, it may be unlawful for you to read, copy, distribute, disclose or otherwise use the information in this fax. If you have received this fax in error, please contact us immediately.

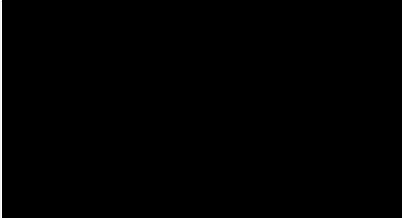


Eversheds LLP  
1 Callaghan Square  
Cardiff  
CF10 5BT

Tel +44 (0) 29 2047 1147  
Fax +44 (0) 29 2046 4347  
DX 33016 Cardiff  
Web www.eversheds.com



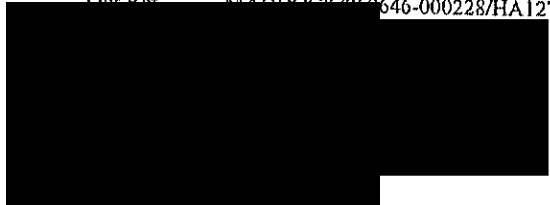
Mr C Padfield



Date 20 May 2004

Your Ref

Our Ref MADDOCK/DC6646-000228/HA127



Dear Sir

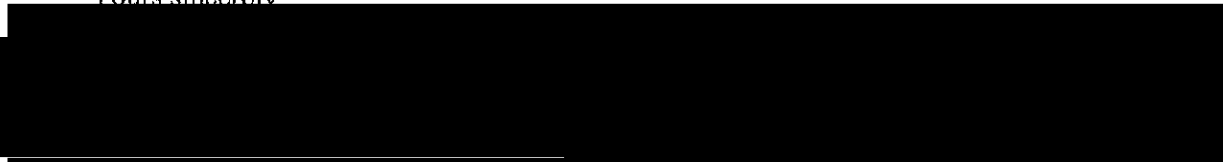
**M25 JUNCTION 29: FRANKS FARM  
LICENCE FOR ACCESS  
OUR CLIENT - THE HIGHWAYS AGENCY**

We act on behalf of the Highways Agency in respect of the above.

We enclose our cheque in the sum of £11,737.31 representing the following:

Compensation	£11,000.00
Surveyor's fees	£ 627.50
VAT on Surveyor's fees	<u>£ 109.81</u>
	<b>£11,737.31</b>

Yours sincerely



Karen Maddocks  
for EVERSHEDS LLP



INVESTOR IN PEOPLE

Eversheds LLP is a limited liability partnership, registered in England and Wales, registered number OC304065, registered office Senator House, 25 Queen Victoria Street, London EC4V 4JL. Regulated by the Law Society. A list of the members' names is available for inspection at the above office. The members are solicitors or registered foreign lawyers. For a full list of our offices please visit [www.eversheds.com](http://www.eversheds.com)

car\_jib\1\017709\1\maddock



This is "Exhibit CSD 10" referred to in the Statutory Declaration of [REDACTED]  
at [REDACTED]

on this [ 15<sup>th</sup> ] day of [ November ] 2023

[REDACTED]

ns.

[REDACTED]  
Our ref: 544586  
Your ref:

[REDACTED]  
Thomas Whittingham  
Asset Manager - M25 SE Quadrant  
Room 3A  
Federated House  
London Road  
Dorking RH4 1SZ  
[REDACTED]

Mr Christopher Scott Padfield  
[REDACTED]

1 May 2014

Dear Mr Padfield

**HIGHWAYS ACT 1980, SECTION 278  
TRAFFIC SIGNALS AT ACCESS TO CODHAM HALL FARM**

Please find enclosed two copies of the Section 278 Highways Act 1980 agreement signed by the Highways Agency M25 Divisional Director, Simon Jones. This allows the traffic signals at the M25 Jct 29 roundabout, highlighted red on the plan, to be used to access the land with existing and agreed usage, namely a) existing farmland and b) the existing material storage, recycling and distribution facility, and for no other use.

If content, can you sign both copies of the Section 278 agreement, retaining one signed copy for yourself, and returning one signed copy to me.

I will arrange for the Highways Agency accounts department to issue you with an invoice at the end of each financial year for the sum of £1,000, or pro-rata payment to reflect the proportion of the year when the signals were operational.

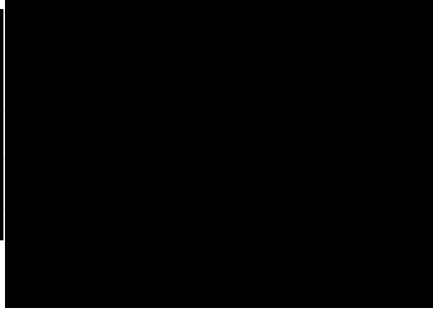
[REDACTED]  
M25 DBFO Asset Manager  
Email: [REDACTED]@highways.gsi.gov.uk  
[REDACTED]



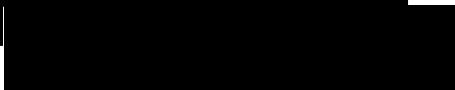
Safer roads. Reliable journeys. Informed travellers.

Highways Agency  
Federated House  
London Road  
Dorking  
RH4 1SZ

Christopher Scott Padfield



HA Ref: 544586  
HA Contact: Thomas Whittingham



1 May 2014

Dear Mr Padfield

**HIGHWAYS ACT 1980, SECTION 278  
TRAFFIC SIGNALS AT ACCESS TO CODHAM HALL FARM**

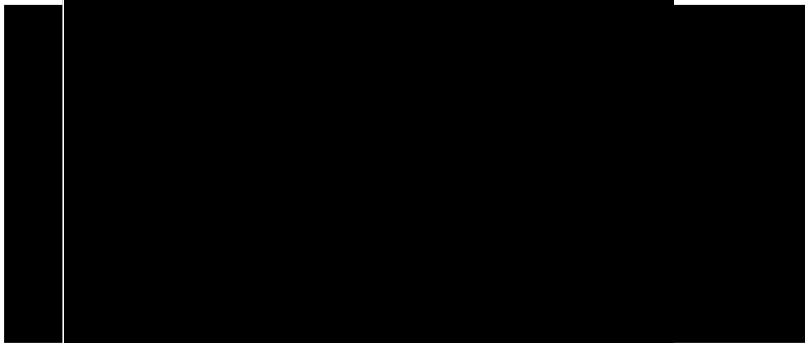
I set out below the terms on which the Secretary of State for Transport (the "Secretary of State") is prepared to continue to carry out maintenance of the traffic light signals (the "signals") described in the schedule and shown on Plan No. 544586 attached to this Agreement, for the purpose of facilitating access to the site at Codham Hall Farm owned by Christopher Scott Padfield (the "Landowner").

1. The Landowner will on accepting the terms of this Agreement pay to the Secretary of State an annual sum of £1,000 (ONE THOUSAND POUNDS) ("the annual maintenance charge") being the cost to the Secretary of State of maintaining the signals situated on his land until the end of their working life.
2. The annual maintenance charge shall be payable by the Landowner in arrears into an account nominated by the Secretary of State, with the first such payment due on 31 March 2015 and subsequent payments due on each anniversary of that date.
3. In the event that the signals should become life expired part way through a year, then the Landowner shall not be obliged to pay the annual £1,000 charge but shall instead make a pro-rata payment to reflect the proportion of the year when the signals were in fact operational.

4. (a) It is agreed that the signals are and will remain at all times the property of the Secretary of State, who shall be entitled to remove them in any of the following circumstances:
- (i) upon service of 3 months written notice on the Landowner; or
  - (ii) upon non-payment of the annual maintenance charge in accordance with clause 2 above.
- (b) Non-payment under clause 4(a)(ii) shall be regarded as a fundamental breach of this Agreement and if the outstanding payment is not settled within 28 days of a letter of demand, then the Secretary of State shall be entitled to terminate the Agreement forthwith and remove the signals on only 2 months written notice.
5. The Secretary of State shall bear the cost of removal and disposal of the signals whenever executed, following which the Landowner is released from his obligation to continue to pay the annual maintenance charge.

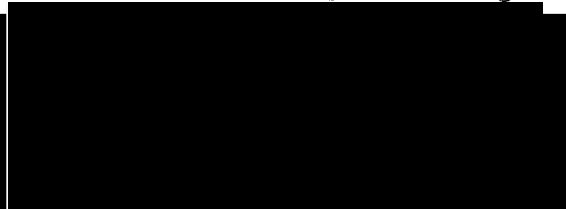
This Agreement is made pursuant to section 278 of the Highways Act 1980 and the Secretary of State is satisfied that this Agreement will be of benefit to the public.

I would be grateful if you could indicate your acceptance of the foregoing terms and conditions by having a copy of this Agreement and plan duly signed and returned to me please.



Christopher Scott Padfield hereby accepts the foregoing offer and requests the Secretary of State to continue to carry out the maintenance of the traffic light signals on the terms and conditions set out in this Agreement including the payment of a £1,000 annual maintenance charge. Copies of the plan and schedule are enclosed with the original of this agreement.

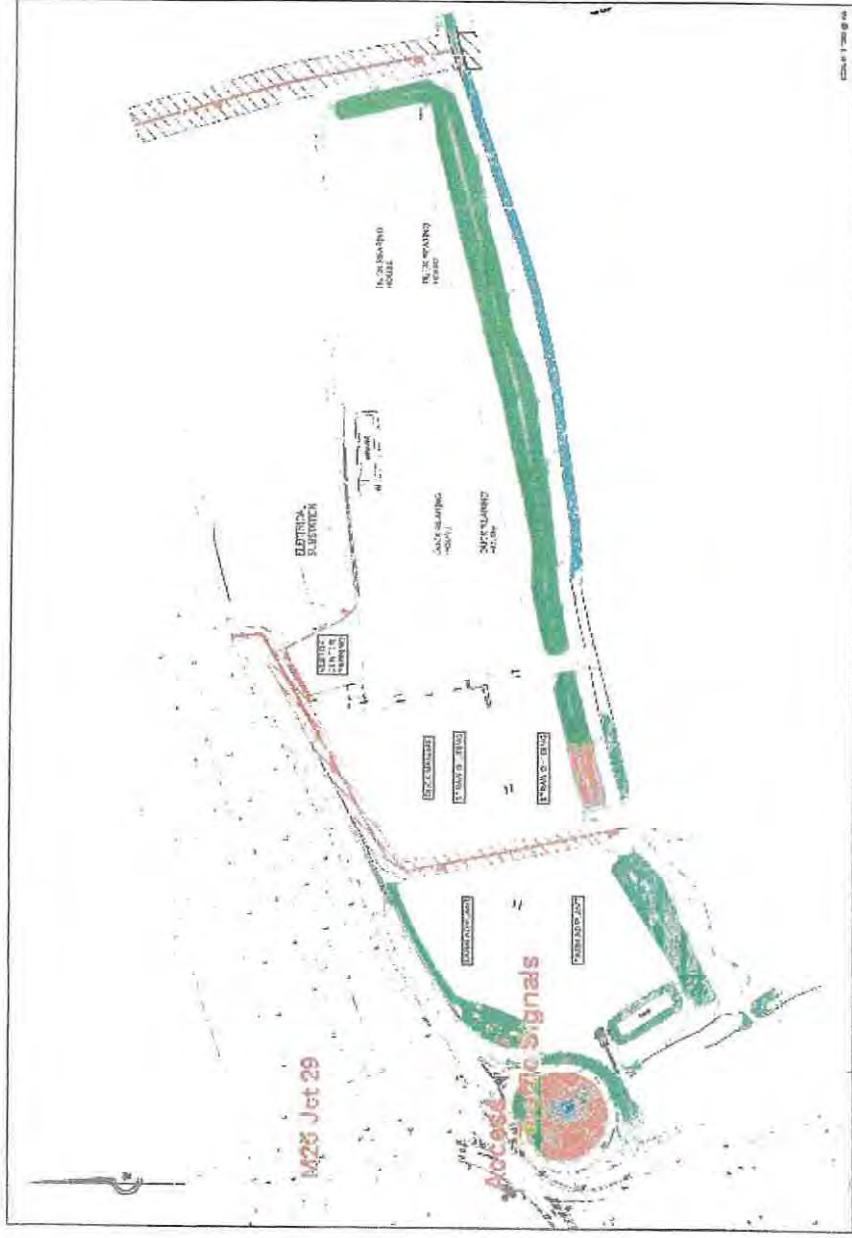
Signature



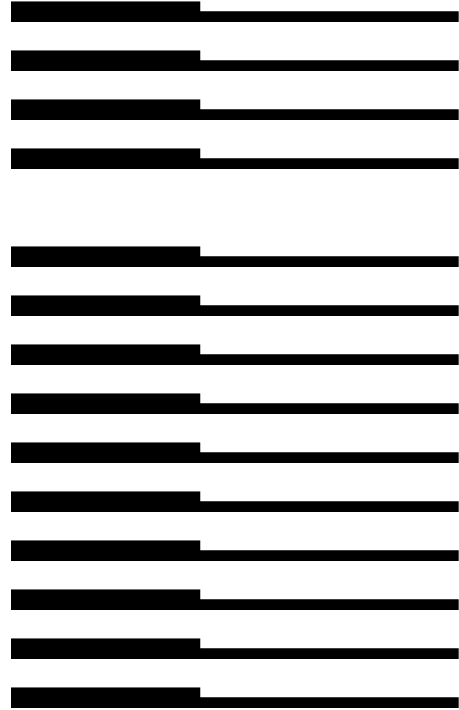
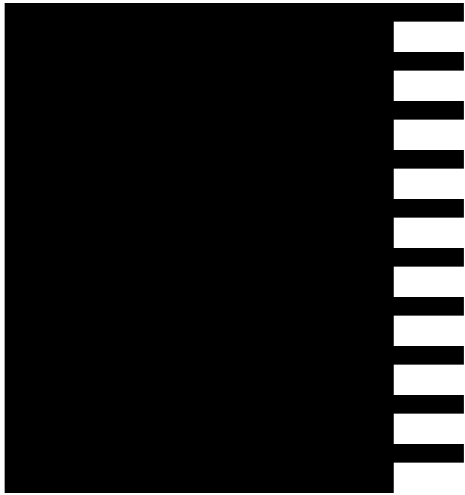
Christopher Scott Padfield

Date: 20<sup>th</sup> May 2014

S278 Agreement - M25 Jct 29 Codham Hall Farm Access



Plan Ref: 544586



## **Schedule of Works**

The works to be carried out comprise the ongoing maintenance of the traffic light signals shown on the attached Plan No. 544586. This will include the carrying out of regular inspections and small scale repairs in order to keep the signals in working order for as long as possible. However, should the signals become life expired; the Secretary of State will not be required to carry out major repairs or to replace the signals. In those circumstances, he will be entitled to remove them.

**Developments Affecting Trunk Roads and Special Roads  
Highways Agency Response to an Application for Planning Permission**

From: Divisional Director, Network Delivery and Development, M25 DBFO, Highways Agency.

To: Essex County Council

Council's Reference: ESS/07/13/BRW

Referring to the notification of a planning application dated 27 June 2013, your reference ESS/07/13/BRW, in connection with the M25 Motorway at Codham Hall Farm, Great Warley, for use of the site as a material storage, recycling and distribution facility, notice is hereby given under the Town and Country Planning (Development Management Procedure) (England) Order 2010 that the Secretary of State for Transport:-

- ~~a) offers no objection;~~
- ~~b) advises that planning permission should either be refused, or granted only subject to conditions~~
- c) directs conditions to be attached to any planning permission which may be granted;
- ~~d) directs that planning permission is not granted for an indefinite period of time;~~
- ~~e) directs that planning permission not be granted for a specified period (see Annex A).~~

*(delete as appropriate)*

**Signed by authority of the Secretary of State for**

Date: 10 January 2014	Signature
Name: Clive Cooper	Position
<b>The Highways Agency:</b> 3A Federated House, London road, Dorking, Surrey, RH4 1SZ.	



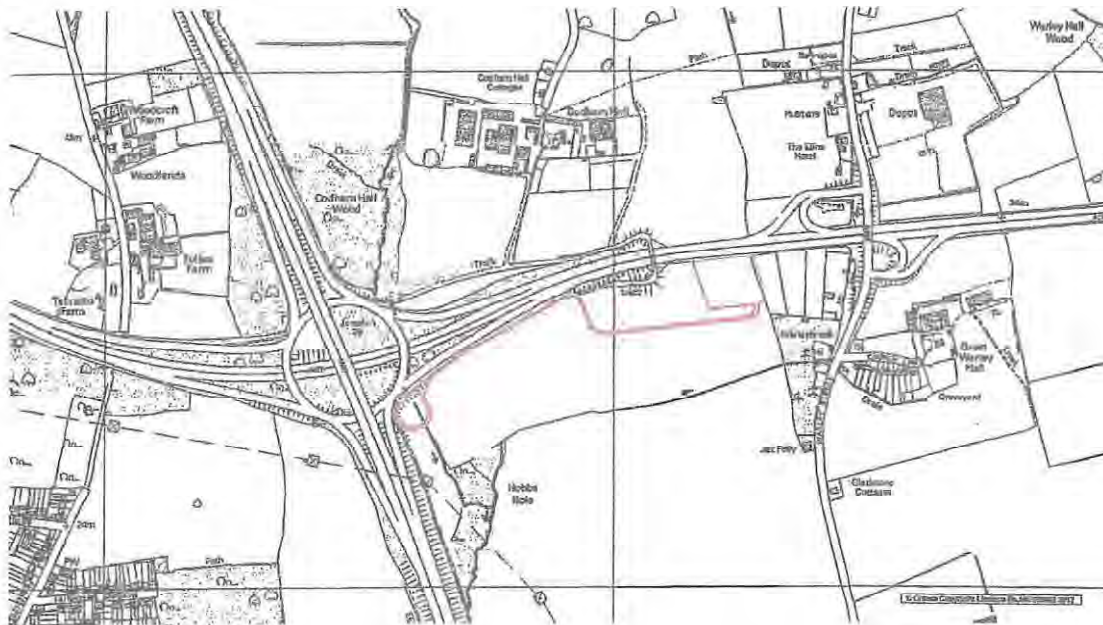
**Condition(s) to be attached to any grant of planning permission:**

That the access to the south of the M25 Junction 29 roundabout, highlighted in red on the site location plan, can only be used to access land with existing and agreed usage, namely a) existing farmland and b) the existing material storage, recycling and distribution facility, and for no other use.

To ensure that there is no unauthorised use of the access and unauthorised increase in trip generation on land accessing the road network through the junction.

The applicant shall enter into an agreement to undertake agreed works and maintenance at the current roundabout access to ensure the efficient and reliable operation of the traffic signals at the access.

**Site location plan:**



**Reason(s) for the direction given at b), c) or d) overleaf and the period of time for a direction at e) when directing that the application is not granted for a specified period:**

**Christopher Padfield**

---

**From:** Whittingham, Thomas <[REDACTED]@highways.gsi.gov.uk>  
**Sent:** 12 June 2014 16:28  
**To:** 'Michael Aves'  
**Cc:** Graham McCall; 'Christopher Padfield'  
**Subject:** RE: Forefront Utilities - Application ESS/07/13/BRW  
**Attachments:** S278 Agreement - Mr Christopher Padfield M25 Jct 29 Codham Hall Farm Access - Signed 1 May 2014.pdf

Michael

I have received a copy of the signed agreement, scanned copy attached, and Christopher will receive an invoice for £1,000, pro-rata from when the agreement was signed on Thursday 1 May 2014 until 31 March 2015, around March/April 2015.

Thanks  
Tommy

**Thomas Whittingham, Asset Manager - M25 SE Quadrant**  
Highways Agency | Federated House | London Road | Dorking | RH4 1SZ

[REDACTED]

Safe roads, reliable journeys, informed travellers  
Highways Agency, an executive agency of the Department for Transport.

**From:** Michael Aves <[REDACTED]>  
**Sent:** 12 June 2014 16:28  
**To:** Whittingham, Thomas  
**Cc:** Graham McCall; 'Christopher Padfield'  
**Subject:** Forefront Utilities - Application ESS/07/13/BRW

Dear Tommy

I understand from Christopher that he sent the signed agreement back to you three weeks ago. Can you please give me an update?

Michael Aves

The information contained in this e-mail and any attachment is confidential. Internet e-mail is not a secure medium, so please observe this lack of security when e-mailing us. This e-mail is intended only for the named recipient(s). If you are not the intended recipient, please notify the sender immediately and do not disclose the contents to another person, or take copies. We cannot accept liability for any loss or damage caused by software viruses.

Michael Aves

[REDACTED]

This email was scanned by the Government Secure Intranet anti-virus service supplied by Vodafone in partnership with Symantec. (CCTM Certificate Number 2009/09/0052.) In case of problems, please call your organisations IT Helpdesk.

Communications via the GSI may be automatically logged, monitored and/or recorded for legal purposes.

The original of this email was scanned for viruses by the Government Secure Intranet virus scanning service supplied by Vodafone in partnership with Symantec. (CCTM Certificate Number 2009/09/0052.) This email has been certified

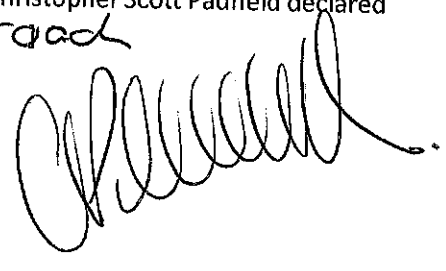
virus free.

Communications via the GSI may be automatically logged, monitored and/or recorded for legal purposes.

This is "Exhibit CSP 11", referred to in the Statutory Declaration of Christopher Scott Padfield declared at [5 Springfield Lyons Approach

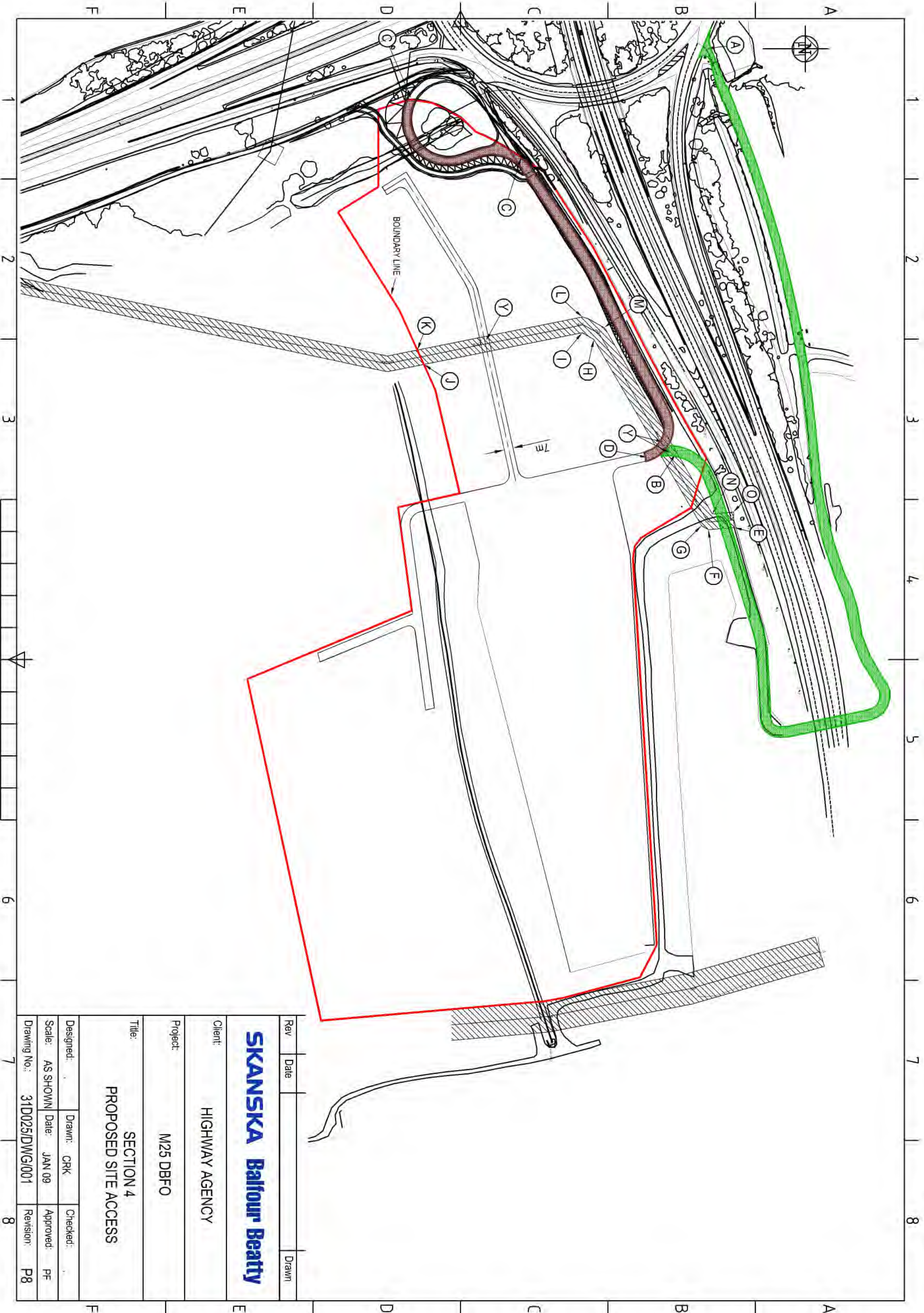
on this [ 15<sup>th</sup> ] day of [ November ] 2023

before me [ Karen Howard  
Solicitor



Signed..... [ Karen Howard ]

A commissioner for oaths or a solicitor empowered to administer oaths.



Rev	Date	Drawn

**SKANSKA** Balfour Beatty

Client: HIGHWAY AGENCY

Project: M25 DBFO

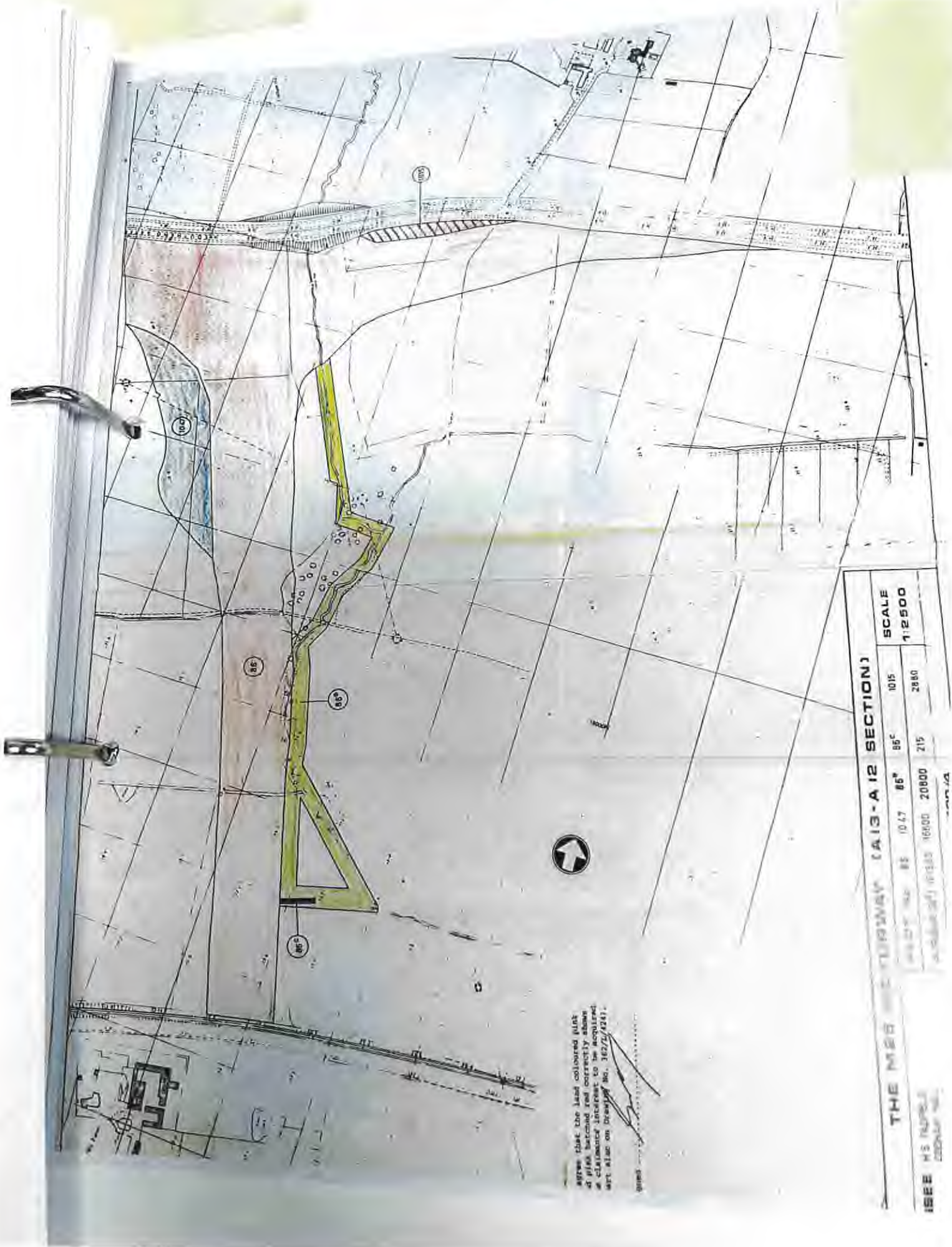
Title: SECTION 4  
PROPOSED SITE ACCESS

Designed:	Drawn: CRK	Checked:
Scale: AS SHOWN	Date: JAN 09	Approved: PF
Drawing No.: 31D025/DWG/001	Revision:	P8

This is "Exhibit CSP 12" referred to in the Statutory Declaration of [redacted] Padfield declared  
at [redacted]  
on [redacted]

[redacted]

[redacted] a solicitor empowered to administer oaths.



agree that the lead coloured lines  
 of plan, hatched and correctly shown  
 a claimant's interest to  
 art also on drawing No. 3427/1031.

THE MERSETERWAY (A13-A12 SECTION)

SCALE  
 1:2500

1015	86°	1015
215	86°	215
20000	10000	20000
10000	10000	10000

ISSUE H'S MAPS  
 COASTAL NO.

THE M25 MOTORWAY (A13-A12 SECTION)

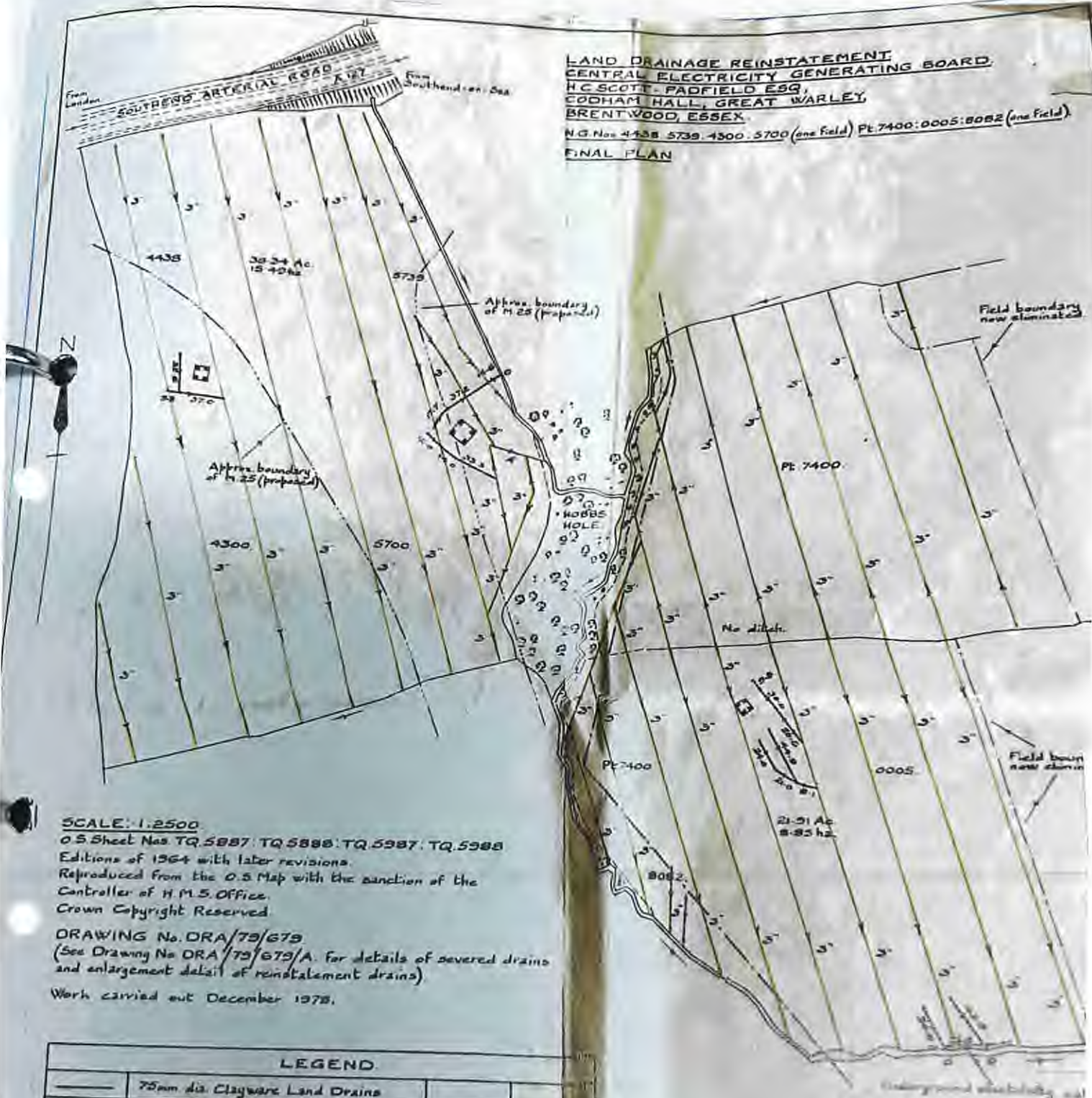
SEE

H/S PADFIELD  
CODHAM HALL  
GREAT WARLEY  
BRENTWOOD  
ESSEX

PLOT No	86	10/7	86 <sup>B</sup>	86 <sup>C</sup>	1015	SCA
AREA (M <sup>2</sup> )	161540	16600	20800	215	2880	1:2:
DWG No	362/L/420/4					



LAND DRAINAGE REINSTATEMENT  
 CENTRAL ELECTRICITY GENERATING BOARD  
 H.C. SCOTT - PADFIELD ESG,  
 CODHAM HALL, GREAT WARLEY,  
 BRENTWOOD, ESSEX.  
 N.G. Nos 4438 5739 4300 5700 (one Field) Pt 7400:0005:8082 (one Field)  
 FINAL PLAN



SCALE: 1:2500  
 O.S. Sheet Nos TQ 5887, TQ 5888, TQ 5987, TQ 5988  
 Editions of 1964 with later revisions.  
 Reproduced from the O.S. Map with the sanction of the  
 Controller of H.M.S. Office.  
 Crown Copyright Reserved

DRAWING No. DRA/73/679  
 (See Drawing No. DRA/73/679/A. for details of severed drains  
 and enlargement detail of reinstatement drains)  
 Work carried out December 1978.

LEGEND.			
	75mm dia. Clayware Land Drains		
	100mm dia. Clayware Land Drains.	14.6m	
	Remolding.		
	Existing Land Drains.		
	N.T.G. 15" dia. Main.		

*Chris P. [Signature]*  
 C.E. Preston Land Drainage Consultant  
 31, Colchester Road, Highbridge, Milton Keynes

*Proposal*

LAND DRAINAGE REINFORCEMENT  
 NORTH THAMES GAS  
 H.C. SCOTT-PADFIELD ESQ,  
 CODHAM HALL, GREAT WARLEY,  
 BRENTWOOD, ESSEX  
 N.G. Nos. Pt. 4170: 6871 (one field) - 6480: 6270 (one field) - 6854: 6238: 7140: 7628: Pt. 6841: 1554 (one field)  
 PROPOSALS



- x Existing 18" dia. Gas Main.
- x Proposed route of 18" dia. Gas Main after diversion.
- x Existing Land Drains.
- x Proposed 3" (75mm) clayware land drains - Average depth 32 inches (0.812m).
- x Proposed 4" (100mm) clayware land drains - Average depth 33 inches (0.838m).
- x Proposed Remolting - 22" deep at 8'0" spacings.
- x Proposed area to be taken by M25 Motorway.
- x Working area of H.T.G. operations.

**Notes.**  
 Stone permeable fill placed in 3 beams per acre at 12' spacing for motorway.  
 The necessity for the proposed motorway and road leading north to the house to the farm.  
 For the M25 must depend on the time by which construction of the M25 is completed  
 and commencement of the proposed works.  
 Where proposed land drains cross the proposed motorway they shall be laid using  
 using one continuous length of 2' diameter clayware pipe and increasing spacing to  
 distance of 10' (± 0.3m) north and south of the motorway.

SCALE: 1:2500.  
 O.S. Sheet Nos. TQ 5855 & TQ 5955.  
 Editions of 1964 with later revisions.  
 Reproduced from the O.S. Map with the  
 sanction of the Controller of H.M.S.O.  
 Crown Copyright Reserved.  
 DRAWING No. DRA/76/820.  
 C.E. Proctor, 10.11.1976.  
 C.E. Proctor, Land Drainage Consultant,  
 31, Colchester Road, Haybridge, Malden,  
 Essex. CM9 7AL.

LAND DRAINAGE REINSTATEMENT.  
 NORTH THAMES GAS.  
 N.C. SCOTT - PADFIELD ESQ.  
 CODHAM HALL, GREAT WARLEY,  
 BRENTWOOD, ESSEX.  
 N.G. Nos. Pt. 4170: 6871 (one Field) - 5980: 5970 (one Field) - 6854: 6838: 7140: 7628: Pt. 5841: 1854 (one Field).  
 FINAL PLAN.



SCALE: 1:2500.  
 O.S. Sheet Nos TQ.5888: TQ.5988  
 Editions of 1964 with later revisions.  
 Reproduced from the O.S. Map with the  
 sanction of the Controller of H.M.S. Office.  
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DRAWING No. DRA/76/626/C.  
 (See Drawing No. DRA/76/626/D for details of covered and reinstated)

LEGEND.	
	North Thames 18" dia. Gas Main.
	Existing Land Drain
	150mm dia. Clayware Land Drain. 785-8m.
	100mm dia. Clayware Land Drain. 607-5m.
	150mm dia. Clayware Land Drain. 407-3m.
	Stone Drain. 13-1m.

17.10.1973  
 C.E. Poulter, Land Drainage Consultant,  
 2 Colchester Road, Haybridge, Malden,  
 Essex. S21B 3AL.

Work carried out - 75mm: 100mm: 150mm Drains by County Drains - 100mm to 70mm  
 Stone Drains by Biggs Wall & Co Ltd. - April 1973

All measurements are in Metres.

This is "Exhibit CSR 12" of [redacted] Scott Padfield declared

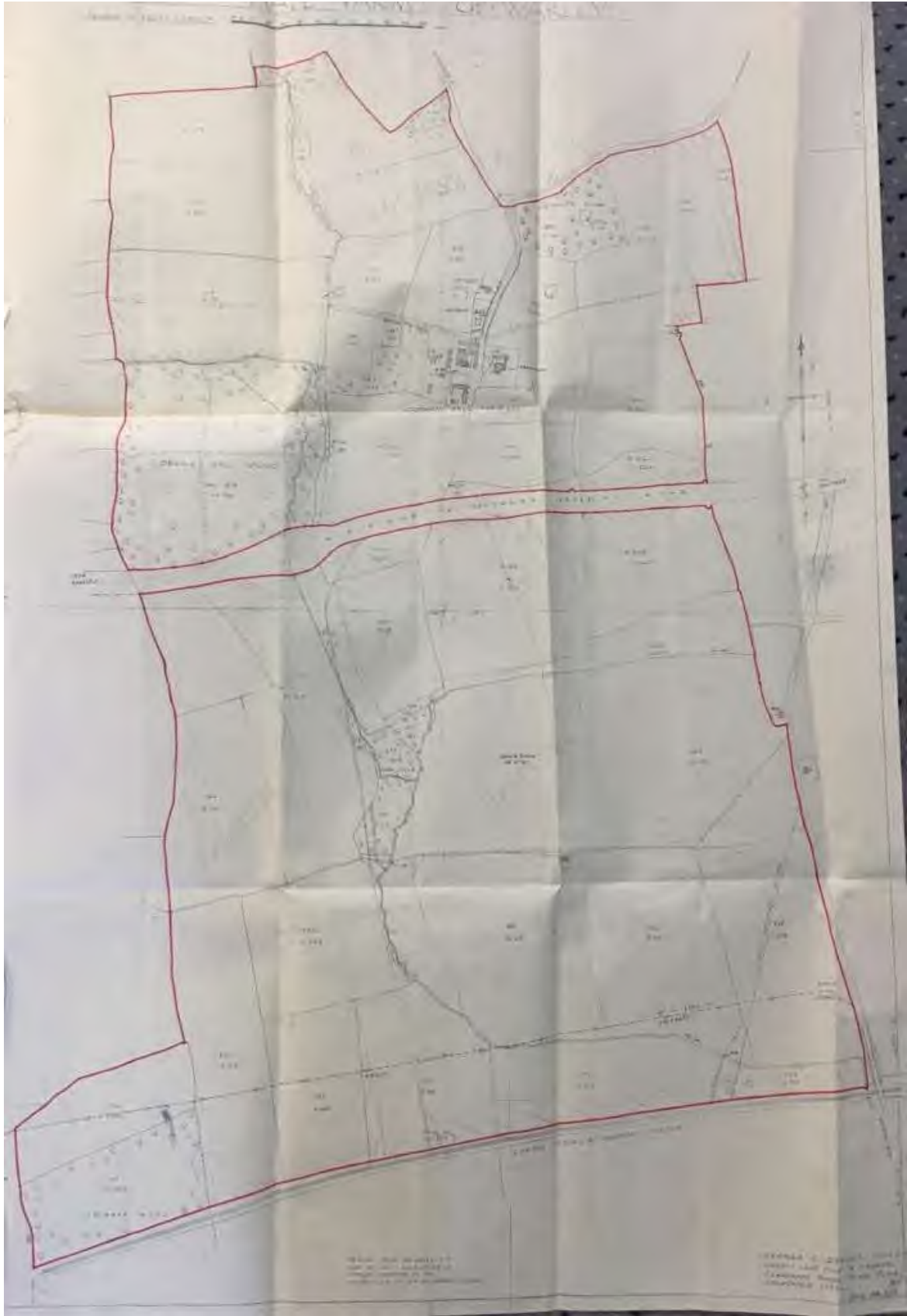
a [redacted]

be [redacted]

Sig [redacted]

A commissioner for oaths or a solicitor empowered to administer oaths.

# CSP 13.1





Notes: that the line coloured pink is not required and incorrectly shows the proposed layout to be suggested see also on drawing No. 362/L/420/4

**THE M25 MOTORWAY (A13-A12 SECTION)**

ISSUE H.S. PADFIELD  
COCHAM HALL  
GREAT WARLEY  
BRENTWOOD  
ESSEX

PLOT No	85	1047	86 <sup>a</sup>	86 <sup>b</sup>	1015	SCALE
AREA (m <sup>2</sup> )	161540	18600	20800	215	2850	1:2500
OWG No	362/L/420/4					

LAND DRAINAGE REINSTATEMENT

NORTH THAMES BASIN

H.C. SCOTT-PADFIELD ESQ.

COCHIN HALL GREAT WAKLEY

BRENTWOOD ESSEX

N.D. No. 74/17/287 (inc. 100) - 3480 3770 (inc. 100) - 0024 0158 (inc. 100) 1628 17 0041 1829 (inc. 100)

PROPOSALS



SCALE 1:1000  
D.S. ROAD AND TO 1000 IN TO 1000  
ELEVATION OF GROUND WITH 1000-LEVEL  
COLLECTED FROM THE D.S. MAP WITH THE  
SECTIONS AT THE CORNERS OF THE D.S.  
CROSS SECTION (REMOVED)  
DRAWN BY THE 1000/1000  
11 1910  
C.E. PARKER / Civil Engineer  
30 Gresham Road High Wycombe Bucks  
Ux. 1000 1000

- Existing or proposed drainage
- Proposed main or sub-drainage from 1000 level
- Existing Land Drain
- Proposed 2' (600mm) diameter land drain - Average depth 1000mm (proposed)
- Proposed 4' (1000mm) diameter land drain - Average depth 1000mm (proposed)
- Proposed 6' (1500mm) diameter land drain - Average depth 1000mm (proposed)
- Proposed area to be taken by 1000-1000
- Existing area of 1000-1000

NOTE: Mean level of 1000 based on 1000 feet depth of 1000 level. The necessity for the proposed main and sub-drainage within the 1000 level is shown on the 1000 level map on the line by below. Completion of the drainage system and commencement of the drainage works. Where proposed land drain is shown on the map, there shall be a depth of 1000mm (39.4 inches) depth of 1000 level. Where the ground level is shown on the map, there shall be a depth of 1000mm (39.4 inches) depth of 1000 level.



138 London Road  
Chelmsford Essex CM2 0RQ  
Telephone Chelmsford (0245) 69311

CHARITABLE SURVEYORS AGRICULTURAL RESIDENTIAL COMMERCIAL & RATING

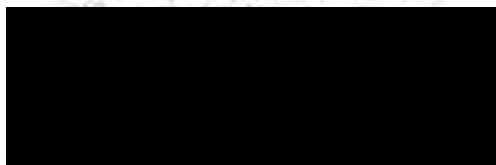
Our Ref:

Your Ref:

DH

7 June 1976

G. F. Heath Esq., F.R.T.P.I., M.B.I.M., J.P.  
The Council Chamber



Dear Sir

H. S. Padfield Esq., Codham Hall  
The M.25 Motorway (A.13-A.12 Section) Compulsory Purchase  
Order (No. CF ) 19

We are instructed to act on behalf of Mr. H. G. Scott Padfield of Codham Hall Farm, Brentwood, Essex. The Essex County Council are the owners of the Farm of which Mr. Padfield is the tenant.

On behalf of Mr. Padfield we submitted an objection on the 26th March 1976 to the proposals of the Department of the Environment on the basis that inadequate access was being provided to reach the severed portions of the Farm.

\*\*\* The Farm extends to approximately 484 acres as is shown edged pink on the plan attached to this letter, after deduction of woodlands this leaves a working area of about 400 acres. It will be seen that the Farm is already severed by the A.127 there being approximately 140 workable acres on the north side and about 260 workable acres on the south side.

It is apparent that the proposals will entail the acquisition of approximately 53 acres of the Farm, including 11 acres of woodlands and will cause severance particularly on the south side of the A.127 by isolating an area of approximately 70 acres to the west of the M25 and which includes 10 acres of woods.

Our Client's problems therefore are two-fold. Firstly the traffic on the A.127 will increase considerably and therefore make passage across the road more difficult or impossible and secondly there would be no access to the severed south west block of land.

Cont/...

London Office  
30 Grosvenor Hill, Bank, London WC2C 2DR  
Essex Offices  
Hills Road, Colchester  
Other Offices  
Banbury, Bexley, Caythorpe, Eckenham, Hereford, Lincoln, Norwich, Stockport, Wimbome.  
Associate Firms  
John Bale & Partners, Southport, Lancashire & Scotland  
J. F. & Partners, Brechin, Angus, Scotland  
Hous & Sons, Paris  
Savills, Amsterdam, 25 Amsterdam

H. J. Webb FRCS, FRCS (Gen) FRCS (J), Essex, Essex  
L. A. Jordan FRCS, FRCS (Gen) FRCS (J), Essex, Essex  
A. J. Harris FRCS, FRCS (Gen) FRCS (J), Essex, Essex  
H. Douglas, FRCS, FRCS (Gen) FRCS (J), Essex, Essex  
M. J. ... FRCS, FRCS (Gen) FRCS (J), Essex, Essex  
S. J. ... FRCS, FRCS (Gen) FRCS (J), Essex, Essex  
R. W. ... FRCS, FRCS (Gen) FRCS (J), Essex, Essex  
A. J. ... FRCS, FRCS (Gen) FRCS (J), Essex, Essex  
Consultants in the M.A.P. ... FRCS  
Director of Administration ... FRCS



Our Client and his Landlords requested that an access bridge be provided over the A.127 and that an access tunnel be provided under the M.25. These have been persistently and positively refused by the Department.

Mr. Padfield's management is as a mixed farm with a dairy herd of 150 cows and with a planned increase up to 250. To attain this it is necessary for Mr. Padfield to increase the grass area which he already has on the south side of the A.127. At the present time to reach the south side Mr. Padfield has the co-operation of the police who hold up the traffic while the herd is driven across. While that area is being grazed this is a twice daily occurrence, the cows being taken across in the morning and returning in the afternoon.

The present access across the A.127 will be destroyed by the proposed works and although the Department have promised to provide a new crossing it is of considerable concern to Mr. Padfield that this crossing will be mid-way between the Slip Roads to the M.25 on the new Interchange and the Slip Roads to the Warley Green Flyover at the east end of the Farm. It could well be that the traffic will be of such quantity and velocity that regular stoppage or that traffic for the passage of the cows will be a dangerous if not impossible proposition. The only alternative open to Mr. Padfield would be to transport the cattle by lorries. This would not be an economic proposition on a daily basis.

The Department have agreed to provide three accessways onto the roundabout at the Interchange between the A.127 and the M.25. These will be at the north-east corner from Southam Hall, at the south-east corner into the larger block of covered land to the south of the A.127 and on the south-west corner into the covered 70 acres to the west of the M.25. These are to be available for farm traffic working the arable land to the south of the A.127 and will be in considerable use throughout the year, particularly at harvest time by slow moving harvesting machinery and by tractors and trailers bringing cows back to the Farm.

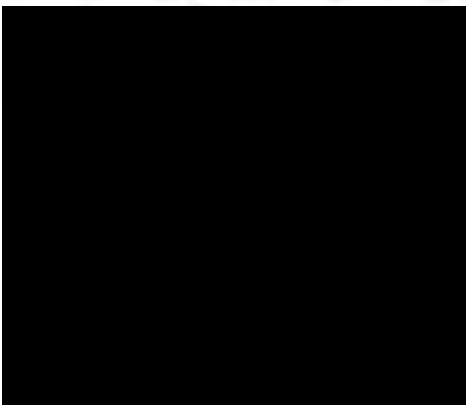
While fully appreciating the Department's concession in providing these accessways, our Client is very concerned that the introduction of his slow moving farm traffic into the Interchange will create a safety hazard.

It is appreciated by Mr. Padfield that the cost of providing access over or under trunk roads or motorways is very high indeed and the compensation payable cannot normally be equated against such costs. Nevertheless he is of the opinion that the question of safety should be of paramount importance and he would hope that the Department will feel able to reconsider its decision.

We were originally informed that it was the Department's intention to release that part of the old A.127 hatched in blue on the plan to the Essex County Council for inclusion in the farm. This would have provided some hard standing for our Client even if it could not have been returned to agriculture. It would also have been under his control. We are now informed that, apparently to meet the requirements of the Post Office, this piece of road will remain part of the Public Highway. To have an area of this size with a hard standing with access to the Public Highway is, in our opinion, an invitation to squatters, gypsies and people desiring to dispose of rubbish. Neither our Client nor his landlords will have control over this piece of land which must in consequence be a burden on the Highway Authority and will become an undesirable eyesore.

Our Client spent considerable sums of money in being represented and putting his views at the initial Enquiry which was held between June and September 1978, but cannot again indulge in such expense although he feels equally strongly in regard to the matters which are the subject of the present Enquiry. It is appreciated that the scheme has been considerably modified but the access problems remain and Mr. Paskfield has instructed us to advise you of his concern.

It would be much appreciated if you could arrange to inspect Mr. Paskfield's Farm so far as it is affected by the proposals.



Scanned 23/4/14

Archives Registry

# DEPOSITED DOCUMENT

Archives Deposit No. TMO 88/1977

File No. TMO 213/1977/88

Description

Date of Document

*NOTE deposited documents must be returned to Archives Registry immediately they are no longer required*

28. 6. 77

1977 No. 502

**HIGHWAYS, ENGLAND AND WALES**

**The London-Southend Trunk Road  
(Codham Hall Interchange and Slip Roads) Order 1977**

<i>Made - - -</i>	<i>21 April</i>	1977
<i>Coming into Operation</i>	<i>16 May</i>	1977

The Secretary of State for Transport makes this Order in exercise of powers conferred by sections 7 and 44 of the Highways Act 1959(a) and section 68 of the Highways Act 1971(b) and now vested in him(c) and of all other enabling powers:—

1. The new highways which the Secretary of State proposes to construct—

- (a) along the routes described in Schedule 1 to this Order (the highways along these routes being in this Order referred to as “the main new trunk roads”); and
- (b) along the routes described in Schedule 2 to this Order which connect the main new trunk roads with other highways at the places stated in that Schedule (the highways along these routes being in this Order referred to as the “slip roads”),

shall become trunk roads as from the date when this Order comes into operation.

2. The centre lines of the new trunk roads are indicated by heavy black lines on the deposited plan.

3. The Secretary of State directs as respects any part of a highway which crosses the route of any of the new trunk roads that:—

- (a) where the highway is a highway maintainable at the public expense by a local highway authority, the part in question shall be maintained by that authority; and
- (b) where the highway is not a highway so maintainable and is not maintainable under a special enactment or by reason of tenure, enclosure or prescription, the Secretary of State shall be under no duty to maintain the part in question,

until, in either case, a date to be specified in a notice given by the Secretary of State to the highway authority for that highway. The date specified will not be later than the date on which the relevant route is opened for the purpose of through traffic.

(a) 1959 c. 25.

(b) 1971 c. 41.

(c) S.I. 1970/1681 (1970 III, p. 5551).

4. In this Order:—

τ/κ  
“the deposited plan” means the plan numbered HA 7/2 EC66 marked “The London-Southend Trunk Road (Codham Hall Interchange and Slip Roads) Order 1977”, signed by authority of the Secretary of State and deposited at the Department of Transport, St. Christopher House, Southwark Street, London S.E.1, where it may be inspected free of charge at all reasonable hours;


“the main new trunk roads” and “the slip roads” have the meanings given in Article 1 of this Order;

“the new trunk roads” means the highways mentioned in Article 1 of this Order and “a new trunk road” means one of those highways;

“the Trunk Road” means the London-Southend Trunk Road (A127).

5. This Order shall come into operation on 16 May 1977 and may be cited as the London-Southend Trunk Road (Codham Hall Interchange and Slip Roads) Order 1977.

Signed by authority of  
the Secretary of State  
21 April 1977.

  
Regional Director,  
Eastern Region,  
Departments of the Environment and Transport.

## SCHEDULE 1

### ROUTES OF THE MAIN NEW TRUNK ROADS

The routes of the main new trunk roads are routes at Codham Hall in Greater London as follows:—

- (1) A route commencing at a point about 380 metres west of the junction between Moor Lane and the London-Southend Trunk Road A127 and going generally eastwards for about 1,620 metres.
- (2) A route forming a roundabout about 250 metres in diameter situated about 440 metres east of the junction of Folkes Lane with the London-Southend Trunk Road A127.

## SCHEDULE 2

### ROUTES OF THE SLIP ROADS

The routes of the slip roads are the following:—

At Codham Hall four routes to connect the eastbound and westbound carriageways of the London-Southend Trunk Road A127 with the roundabout described at 2 above (the new trunk roads along these routes being respectively given the reference numbers 1, 2, 3 and 4 on the deposited plan).

THE LONDON - SOUTHEND TRUNK ROAD  
(CODHAM HALL INTERCHANGE & SLIP ROADS)  
ORDER 1977.



THE LONDON - SOUTHEND TRUNK ROAD  
 (CODHAM HALL INTERCHANGE & SLIP ROADS)  
 ORDER 1977

THIS PLAN SHOWS THE LINE OF THE NEW ROADS BUT NOT THE WIDTHS  
 OR CONSTRUCTIONAL DETAILS

SCALE 1:10560

<p>KEY</p> <p>CENTRE LINES OF MOTORWAY          AND CONNECTING ROADS</p> <p>PROPOSED INTERCHANGE &amp;          SLIP ROADS</p>	<p>PLANS REGISTRY</p> <p>Nº HA 7/2 EC 66</p> <p>DATE 27.10.75</p>
<p>SIGNED BY AUTHORITY OF THE SECRETARY          OF STATE FOR TRANSPORT          ON THE 21 April 1977</p> <p><i>J. McNeill</i>          REGIONAL DIRECTOR</p> <p>EASTERN REGION. DEPARTMENT OF TRANSPORT.</p>	

THE LONDON-SOUTHEND TRUNK ROAD  
(CODHAM HALL INTERCHANGE & SLIP ROAD)  
ORDER 197



SITE PLAN

SCALE 1:2500



# PLAN FOLIO

## THE LONDON - SOUTHEND TRUNK ROAD ( CODHAM HALL INTERCHANGE LINK ROADS ) ORDER 197

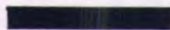
THESE PLANS DO NOT SHOW WIDTHS  
OR CONSTRUCTIONAL DETAILS

KEY PLAN SCALE 1 : 10 560

SITE PLAN SCALE 1 : 2 500

KEY

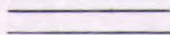
TRUNK ROADS



MOTORWAY AND  
CONNECTING ROADS



OTHER ROADS



PLANS REGISTRY

Nº HA 7/2 EC 43

DATE 5 DEC 1972

SIGNED BY AUTHORITY OF THE SECRETARY  
OF STATE FOR THE ENVIRONMENT  
ON THE .....

DIRECTOR  
EASTERN ROAD CONSTRUCTION UNIT

HIGHWAYS, ENGLAND AND WALES

THE LONDON-SOUTHEND TRUNK ROAD (CODHAM HALL INTERCHANGE LINK ROADS) ORDER 197

Made.....197

Coming into operation.....197

The Secretary of State for the Environment makes this Order in exercise of powers conferred by section 7 of the Highways Act 1959 (a), and now vested in him, (b) and of all other enabling powers:-

- 1. The new highways which the Secretary of State proposes to construct along the routes described in the Schedule to this Order shall become trunk roads as from the date when this Order comes into operation.
- 2. The centre lines of the new trunk roads are indicated by heavy black lines on the deposited plan.
- 3. In this Order:-

"the deposited plan" means the plan numbered....., marked "The London-Southend Trunk Road (Codham Hall Interchange Link Roads) Order 197", signed by authority of the Secretary of State and deposited at the Department of the Environment, St Christopher House, Southwark Street, London SE1, where it may be inspected free of charge at all reasonable hours;

"the new trunk roads" means the highways mentioned in Article 1 of this Order and "a new trunk road" means one of these highways;

"the Trunk Road" means the London-Southend Trunk Road (A127).

- 4. This Order shall come into operation on the ..... 197 and may be cited as the London-Southend Trunk Road (Codham Hall Interchange Link Roads) Order 197

Signed by authority of the Secretary of State

..... 197

Director  
 Eastern Road Construction Unit  
 Department of the Environment

(a) 1959 c.25

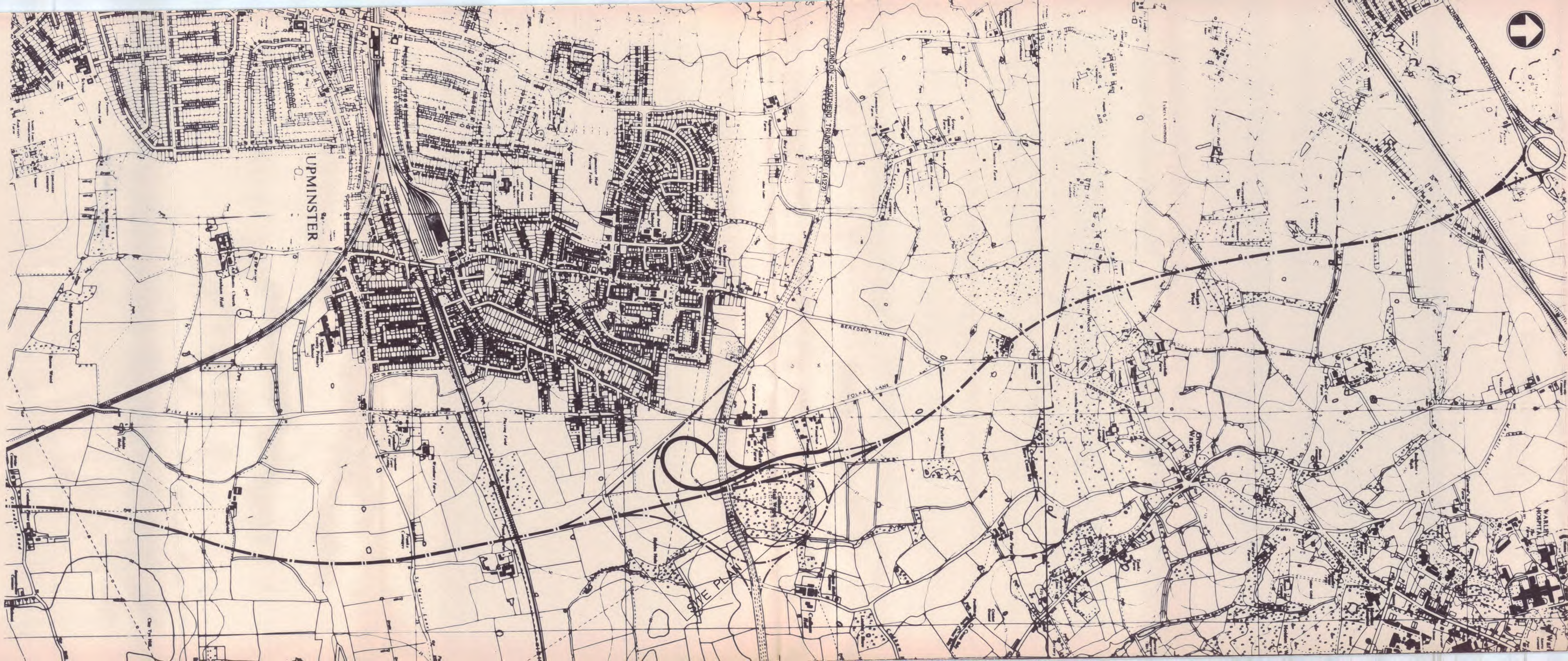
(b) S.I. 1970/1681 (1970 III, p 5551).

THE SCHEDULE

ROUTES OF THE NEW TRUNK ROADS

The routes of the new trunk roads are as follows:-

- (1) a route, about 1.32 kilometres in length, to link the westbound carriageway of the Southend Arterial Road with Folkes Lane, via an unclassified road as proposed to be constructed, and
- (2) a route about 200 metres in length to link the eastbound carriageway of the Southend Arterial Road with the trunk road described at (1) above.



THE LONDON - SOUTHEAST TRUNK ROAD  
(CODHAM HALL INTERCHANGE LINK ROADS)  
ORDER 197

KEY PLAN

SCALE: 1:10560



THE LONDON - SOUTHEND TRUNK ROAD  
(CODHAM HALL INTERCHANGE LINK ROADS)  
ORDER 197

SITE PLAN

SCALE: 1:2500

4



Department of Transport  
Eastern Road Construction Unit (Headquarters)  
59-63 Goldington Road Bedford MK40 3LY  
Telephone Bedford 63161 ext

KE

London Borough of Havering  
Borough Planning Officer  
Mr D A Tyson  
Technical Offices  
Spilsby Road  
Romford RM3 8UU

Your reference  
ALL/PC/DP/BE/4  
Our reference  
CE 416/8/28  
Date 20 July 1978

Dear Sir

M25 MOTORWAY (A13-A12 SECTION)  
ACCOMMODATION BRIDGE AT CODHAM HALL  
THE GREEN BELT (LONDON & HOME COUNTIES) ACT 1938

Thank you for your letter of 17 July giving your prompt  
reply in this matter.

Will you please let me know when the minutes of the  
Development and Transportation Committee meeting have  
been notified by the full Council.

Yours faithfully

C S SMITH (MISS)  
Highways Administration

CS



London Borough of Havering  
**Borough Planning Officer**  
Denis A Tyson Dip TP MRTPI  
Technical Offices  
Spilsby Road  
Romford RM3 8UU

Telephone Ingrebourne 45566

Extension 132 - Mr. Lawrence

Reference ALL/PC/DP/RG/4  
CE 416/8/28

Date 17th July 1978.

20 JUL 1978

W.G. Gathercole, Esq.,  
Controller of Administration,  
Department of Transport,  
Eastern Road Construction Unit (H.Q.)  
59/63 Goldington Road,  
BEDFORD, MK40 3LY.

Dear Sir,


M25 MOTORWAY (A13 - A12 SECTION) ACCOMMODATION BRIDGE AT CODHAM HALL. THE GREEN BELT (LONDON & HOME COUNTIES) ACT, 1938.

With reference to your letter of 31st May, the Development and Transportation Committee at their meeting on the 12th July agreed the following recommendation:-

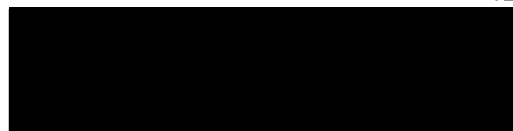
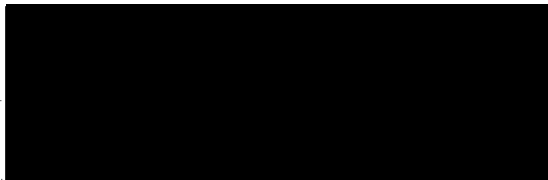
- (a) The department of Transport be informed that the Council consent to the release of land from the designated Green Belt for the construction of access roads and embankments to an accommodation bridge across the A127 as indicated on Drawings 362/32/101 and 362/32/102, it being understood that it is to be used for construction traffic and thereafter returned to agriculture for permanent use by the farmer in occupation of Codham Hall Farm.
- (b) The Council request that as part of the overall landscape proposals for the M25 a planting scheme for the embankments be included reduce the visual impact of their configuration in this Green Belt area.

The Minute of the Committee will need ratification by full Council. However, knowing that you are anxious to proceed, I think this information would be valuable to you at the present time.

Yours faithfully,

  
Borough Planning Officer.

D Percy FRIBA  
Director of Technical Services



London Borough of Havering  
**Borough Planning Officer**  
Denis A Tyson Dip TP MRTPI  
Technical Offices  
Spilsby Road  
Romford RM3 8UU

Telephone Ingrebourne 45566

Extension 132 - Mr. A. Lawrence

Reference ALL/MG/DD/RG/4

Date 15th June 1978

Yr. Ref: CE 416/8/28

Mr. W. G. Gathercole,  
Controller of Administration,  
Department of Transport,  
Eastern Road Construction Unit (Headquarters),  
59-63 Goldington Road,  
Bedford, MK40 3LY.

19 JUN 1978

Dear Sir,

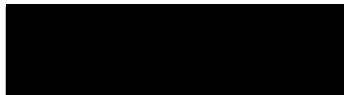
M25 MOTORWAY (A13 - A12 SECTION)  
ACCOMMODATION BRIDGE AT CODHAM HALL  
THE GREEN BELT (LONDON & HOME COUNTIES) ACT 1938

With reference to your letter of 31st May addressed to the Chief Executive concerning the proposed accommodation bridge over the A127 which it is intended to retain permanently after construction of the M25 A127 interchange at Codham Hall.

It is noted that the additional "land take" required runs parallel to the existing line of the A127 on the northern side and to the proposed division line on the southern side. The ground levels will to some measure reduce the visual impact of the proposal, however, Members when considering a report on this matter will, I am sure, seek more information as to the type and form of the proposed accommodation bridge than is indicated on the plan accompanying your letter.

I should be grateful if you could supply any such additional information before I report to Committee.

Yours faithfully,



BOROUGH PLANNING OFFICER.

D Percy FRIBA  
Director of Technical Services





Department of Transport  
Eastern Road Construction Unit (Headquarters)  
59-63 Goldington Road Bedford MK40 3LY

Telex 82481

Telephone Bedford 63161 ext

(20)

The Chief Executive  
The London Borough of Havering  
Town Hall  
ROMFORD  
Essex

Please reply to the Director  
Your reference

Our reference CE 416/8/28

Date 31 May 1978

Dear Sir

M25 MOTORWAY (A13-A12 SECTION) ACCOMMODATION BRIDGE  
AT CODHAM HALL  
THE GREEN BELT (LONDON AND HOME COUNTIES) ACT 1938

The Department proposes to provide an accommodation bridge over the A127 at Codham Hall for the use of earth-moving machinery during the construction of the motorway, and for the use of Mr Padfield, the tenant of Codham Hall farm, thereafter.

The ramps for the bridge and access roads to the ramps would have to be constructed on land designated as Green Belt under the Green Belt (London and Home Counties) Act 1938.

As the bridge would be located within the London Borough of Havering I am writing to ask for the consent of your Council under Section 10 of the Act to the construction of the bridge ramps and accesses on Green Belt Land. Essex County Council as landowners have already given their consent.

I enclose a plan showing the land in question coloured green.

A similar letter has been addressed to the Greater London Council.

Yours faithfully

W G GATHERCOLE  
Controller of Administration

ENC

JB



Department of Transport  
Eastern Road Construction Unit (Headquarters)  
59-63 Goldington Road Bedford MK40 3LY

Telex 82481

Telephone Bedford 63161 ext.

21

The Director General  
Greater London Council  
County Hall  
London SE1

Please reply to the Director  
Your reference

Our reference CE 416/8/28

Date 31 May 1978

Dear Sir

M25 MOTORWAY (A13-A12 SECTION) ACCOMMODATION  
BRIDGE AT CODHAM HALL  
THE GREEN BELT (LONDON AND HOME COUNTIES) ACT 1938

The Department proposes to provide an accommodation bridge over the A127 at Codham Hall for the use of earth-moving machinery during the construction of the motorway, and for the use of Mr Padfield, the tenant of Codham Hall farm, thereafter.

The ramps for the bridge and access roads to the ramps would have to be constructed on land designated as Green Belt under the Green Belt (London and Home Counties) Act 1938.

As the bridge would be located within the London Borough of Havering I am writing to ask for the consent of your Council under Section 10 of the Act to the construction of the bridge ramps and accesses on Green Belt land. Essex County Council as landowners have already given their consent.

I enclose a plan showing the land in question coloured green.

A similar letter has been addressed to the London Borough of Havering.

Yours faithfully

W G GATHERCOLE  
Controller of Administration

ENC

JB

# Essex County Council

CHIEF EXECUTIVE & CLERK'S DEPARTMENT  
PO Box 11 County Hall Chelmsford CM1 1LX

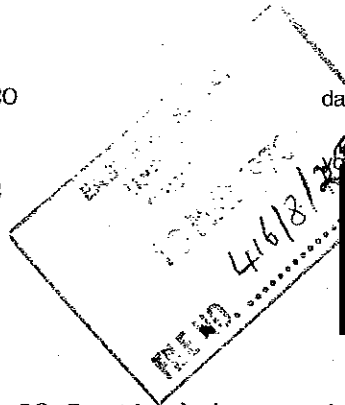
Robert W Adcock  
Chief Executive & Clerk

telephone 67222 ext 2020

date 18 May 1978

our ref CAFT/JCM  
EA.317A/18/2

ref CE 416/8/28WGG/JAF



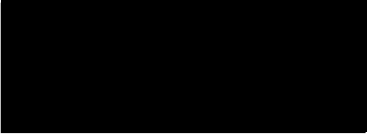
Dear Sir

M.25 Motorway (A.13 - A.12 Section) Accommodation Bridge at Codham Hall

Thank you for your letter of 24 April.

There would be no objection in principle to the construction of a bridge at Codham Hall under Section 10 of the Green Belt (London and Home Counties) Act 1938 subject of course to your obtaining all other necessary consents.

Yours faithfully

  
for Chief Executive and Clerk

The Controller of Administration  
Department of Transport  
Eastern Road Construction Unit  
59-63 Goldington Road  
BEDFORD  
Bedfordshire





Department of the Environment  
Eastern Road Construction Unit  
59-63 Goldington Road  
Bedford Bedfordshire  
Telephone Bedford 63161

Our ref: CE 416/8/28  
WGG/GAF

14 April 1978

The Chief Executive  
Essex County Council  
County Hall  
Chelmsford  
Essex

Dear Sir

M25 MOTORWAY (A13-A12 SECTION)  
ACCOMMODATION BRIDGE AT CODHAM HALL

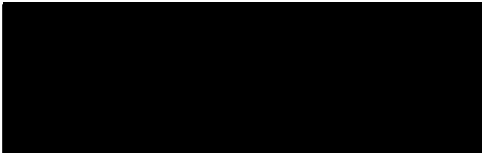
A separate letter is being addressed to you setting out the basis on which the Department would be prepared to provide an accommodation bridge across the A127 at Codham Hall for the use of earth-moving machinery during the construction of the motorway and for the use of Mr Padfield, the tenant of Codham Hall Farm, thereafter.

The ramps for the bridge and the access roads to the ramps would have to be constructed on land designated as Green Belt (London and Home Counties) Act 1938.

I am now writing to ask for the consent of your Council under Section 10 of the Act to the construction of the bridge ramps and accesses on Green Belt land.

I enclose a plan showing the land in question coloured green.

Yours faithfully



W G GATHERCOLE  
Controller of Administration



Department of Transport  
Eastern Road Construction Unit (Headquarters)  
59-63 Goldington Road Bedford MK40 3LY

Telephone Bedford 63161 ext

1. [unclear]  
2. [unclear]  
3. [unclear]  
4. [unclear]

Essex County Council  
Estates and Valuation Department  
Clarendon House  
Parkway  
CHELMSFORD  
Essex CM2 0NT

Your reference

Our reference CE 416/3/27/16

Date 15 April 1978

Dear Sir

M25 MOTORWAY (A13-A12 SECTION)  
CODHAM HALL ACCOMMODATION BRIDGE

I am pleased to inform you that approval has now been given to construct the accommodation bridge across the A127 at Codham Hall which has been the subject of so much discussion between us over the past five years or more.

As I outlined at the meeting at Codham Hall on 3 November 1977, authorisation for this was given on the understanding that:-

- (a) you and your tenant would permit the use of the structure by earthmoving plant for the duration of the main motorway Contract.
- (b) you and your tenant would permit access between the motorway works on both sides of, and outside the fence lines of the A127. For our part, we agreed to restore these access ways to their original condition after use, and to erect a temporary fence between them and the adjoining land while they were in use by the earthmoving plant. These temporary accesses were to be of an ample width to permit two scrapers to pass, ie about 15 m.
- (c) you and your tenant would permit immediate access for both CEGB and the Gas Board to carry out alterations to their plant on your land as advanced motorway works.

I would therefore be grateful if I could have your written confirmation to the above conditions before the work was put in hand. You will recall that you indicated your acceptance of them at our meeting last November.

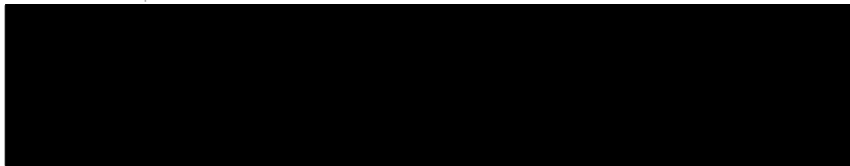
Our present programme is for a start of works on the bridge in July this year, and a completion of it in the spring of 1979.

Yours faithfully

[Redacted Signature]  
H T LAWRENCE  
for Director

cc: Messrs Mott Hay & Anderson  
Graysdon

PLAN FOLIO



THE M.25 MOTORWAY

(A.13-A.12 SECTION AND CONNECTING ROADS)

SUPPLEMENTARY SIDE ROADS ORDER 197.

THE M25 MOTORWAY  
SECTION AND CONNECTING ROADS)  
SUPPLEMENTARY SIDE ROADS ORDER 197

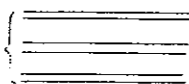
THESE PLANS DO NOT SHOW WIDTHS  
OR CONSTRUCTIONAL DETAILS.

KEY PLAN SCALE 1 : 10560

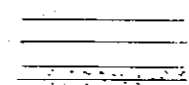
SITE PLANS SCALE 1 : 2500

KEY

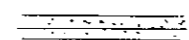
MOTORWAY



CONNECTING ROADS



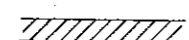
NEW HIGHWAY



HIGHWAY TO BE STOPPED UP



NEW MEANS OF ACCESS



PLANS REGISTRY

Nº HA 13/1 EC29

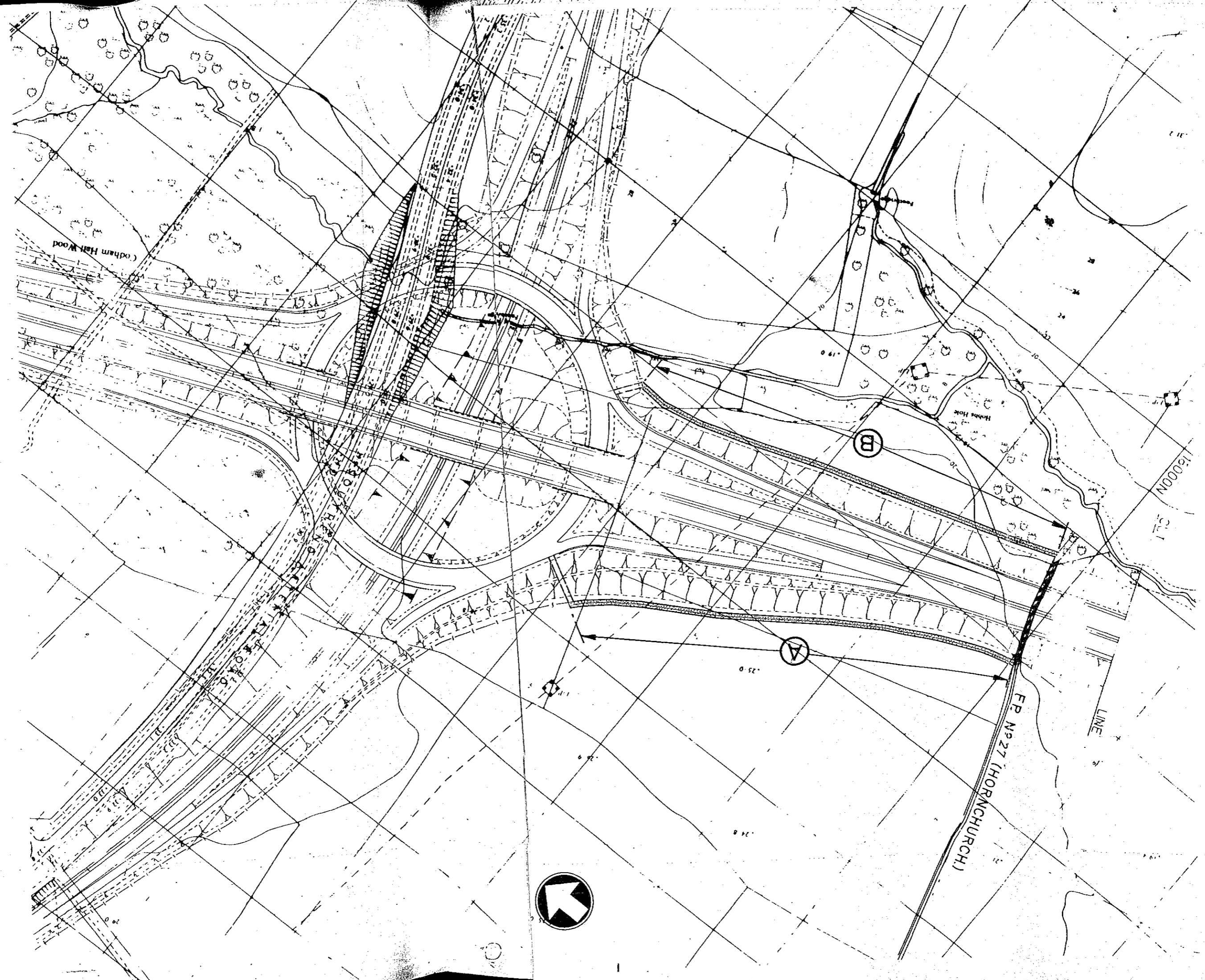
DATE 27.10.75

SITE PLAN Nº 3

Nº 27 (HORNCHURCH) ALTERATIONS.

FOOTPATH

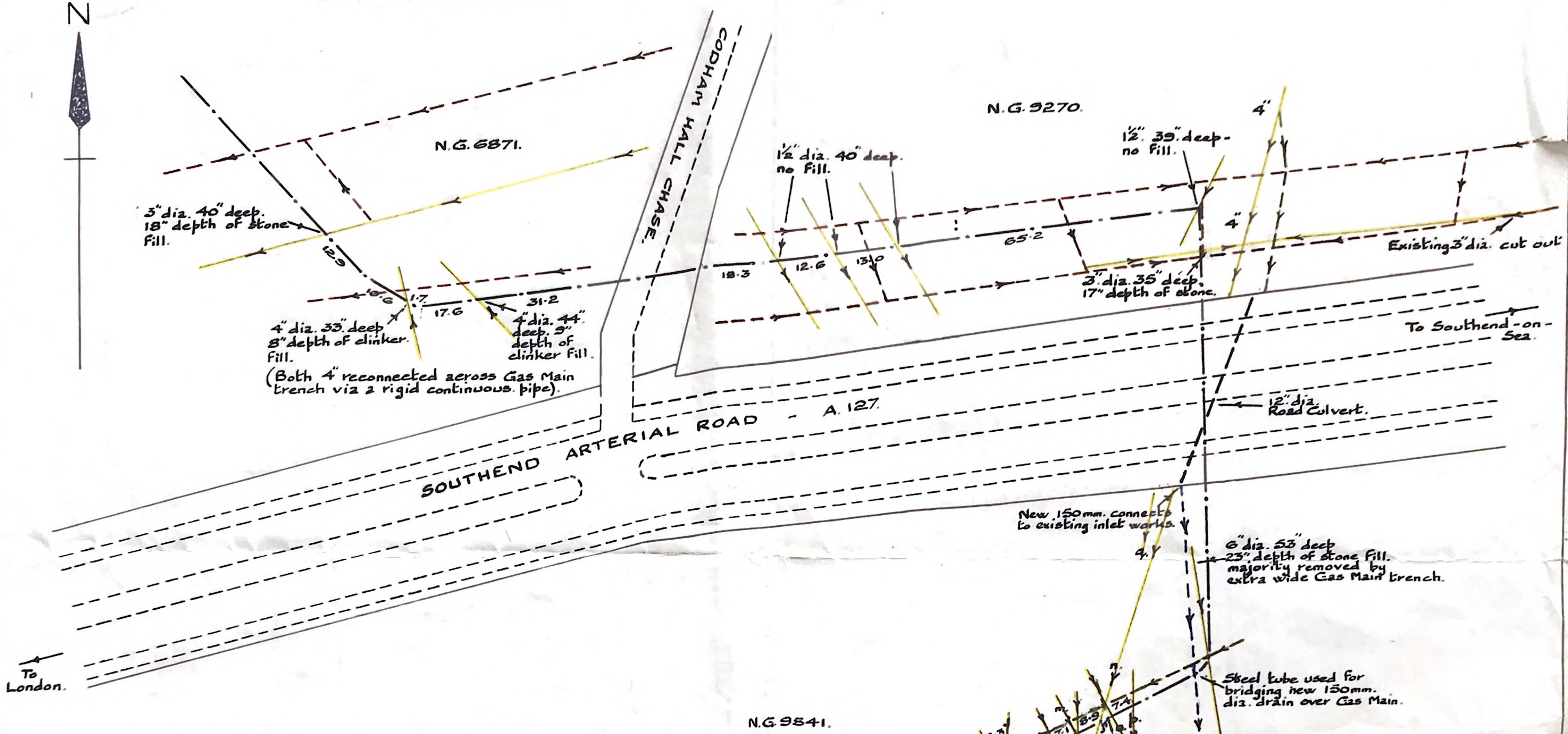
(A13 - A12)  
SUPPLEN



CSP 13.4

LAND DRAINS SEVERED AND REINSTATED BY  
 NORTH THAMES GAS AT  
 H.C. SCOTT - PADFIELD ESQ.,  
 CODHAM HALL, GREAT WARLEY,  
 BRENTWOOD, ESSEX.

FINAL PLAN.  
 N.G. Nos. 6871, 9270, 9841.



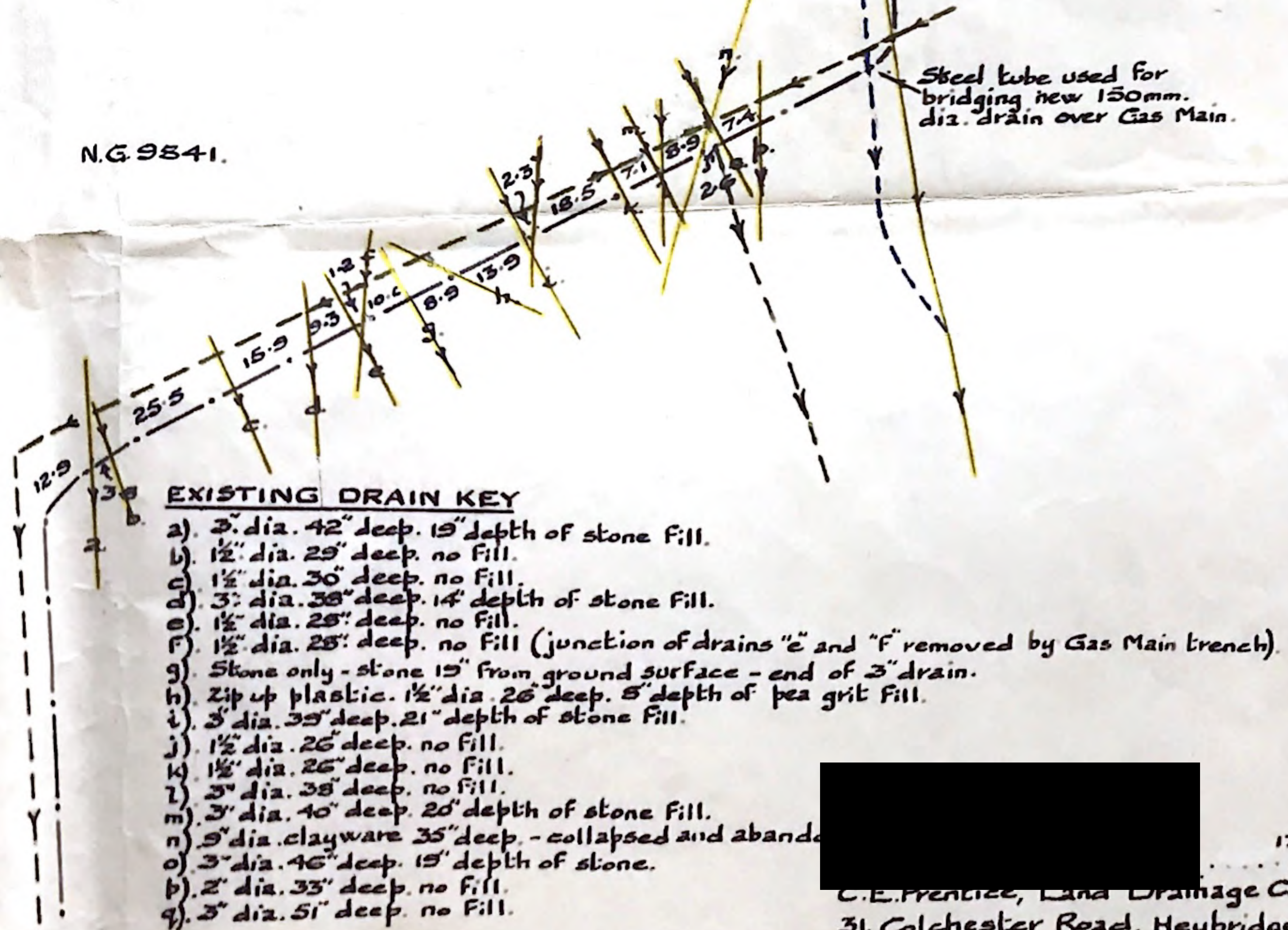
NOT TO SCALE (Diagrammatic only).  
 1:2500. O.S. Sheet Nos. TQ.5888, TQ.5988.

DRAWING No. DRA/76/626/D.

All measurements are in Metres.  
 Depths of drains are from normal ground surface  
 after top soil replaced.

See drawing No. DRA/76/626/C for details of land drainage  
 reinstatement works.

LEGEND.	
— · — · —	North Thames 18" dia. Gas Main.
— — — —	Existing Land Drains severed by Gas Main.
— · — · —	75mm. dia. clayware reinstatement drains.
— · — · —	100mm. dia. clayware reinstatement drains.
— · — · —	150mm. dia. clayware reinstatement drains.
— · — · —	Stone only reinstatement drain.



EXISTING DRAIN KEY

- a) 3" dia. 42" deep. 19" depth of stone Fill.
- b) 1 1/2" dia. 29" deep. no Fill.
- c) 1 1/2" dia. 30" deep. no Fill.
- d) 3" dia. 38" deep. 14" depth of stone Fill.
- e) 1 1/2" dia. 28" deep. no Fill.
- f) 1 1/2" dia. 28" deep. no Fill (junction of drains "e" and "f" removed by Gas Main trench).
- g) Stone only - stone 15" from ground surface - end of 3" drain.
- h) Zip up plastic. 1 1/2" dia. 26" deep. 8" depth of pea grit Fill.
- i) 3" dia. 39" deep. 21" depth of stone Fill.
- j) 1 1/2" dia. 26" deep. no Fill.
- k) 1 1/2" dia. 26" deep. no Fill.
- l) 3" dia. 38" deep. no Fill.
- m) 3" dia. 40" deep. 20" depth of stone Fill.
- n) 9" dia. clayware 35" deep. - collapsed and abandoned.
- o) 3" dia. 46" deep. 15" depth of stone.
- p) 2" dia. 33" deep. no Fill.
- q) 3" dia. 51" deep. no Fill.

17.10.1979.  
 C.E. Practice, Land Drainage Consultant.  
 31, Colchester Road, Heybridge, Maldon,  
 Essex. CM9 7AL.



**LAND DRAINAGE REINSTATEMENT,  
CENTRAL ELECTRICITY GENERATING BOARD,  
H.C. SCOTT - PADFIELD ESQ.,  
CODHAM HALL, GREAT WARLEY,  
BRENTWOOD, ESSEX.**

N.G. Nos. 4438: 5739: 4300: 5700 (one Field) Pt. 7400: 0005: 8082 (one Field).

**FINAL PLAN.**



SCALE: 1:2500.

O.S. Sheet Nos. TQ.5887: TQ.5888: TQ.5987: TQ.5988.

Editions of 1964 with later revisions.

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DRAWING No. DRA/79/679.

(See Drawing No. DRA/79/679/A. for details of severed drains  
and enlargement detail of reinstatement drains).

Work carried out December 1978.

**LEGEND.**

	75mm. dia. Clayware Land Drains.		
	100mm. dia. Clayware Land Drains.	14.6m.	
	Remolding.		
	Existing Land Drains.		
	N.T.G. 18" dia. Main.		

Underground electricity cable.



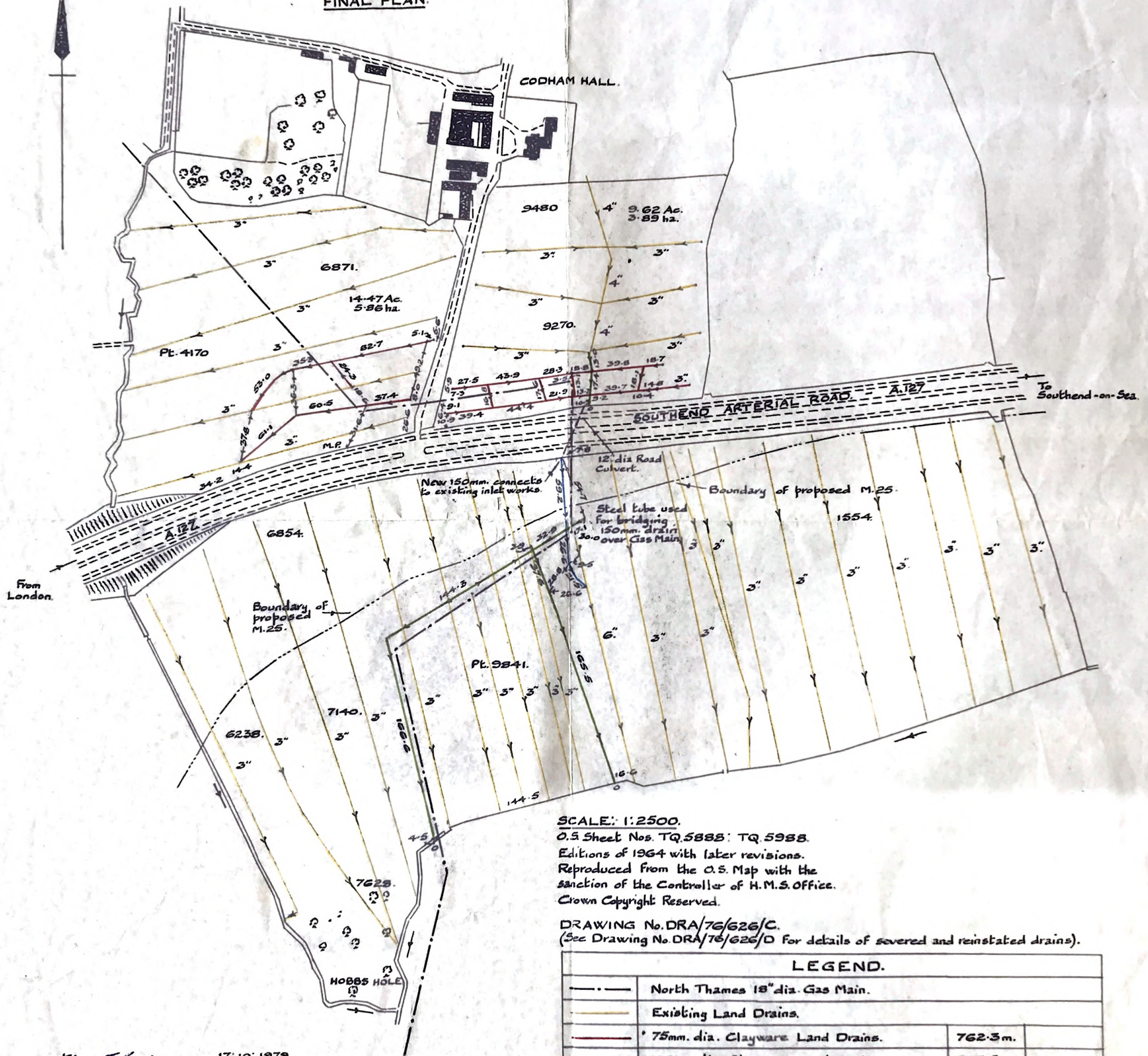
3: 1: 1979.

C.E. Prentice, Land Drainage Consultant.  
31, Colchester Road, Heybridge, Maldon, Essex. CM9 7AL.

**LAND DRAINAGE REINSTATEMENT.  
NORTH THAMES GAS.  
M.C. SCOTT - PADFIELD ESQ.,  
CODHAM HALL, GREAT WARLEY,  
BRENTWOOD, ESSEX.**

N.G. Nos. Pt. 4170: 6871 (one field) - 9480: 9270 (one field) - 6854: 6238: 7140: 7628: Pt. 9841: 1554 (one field).

**FINAL PLAN.**



SCALE: 1:2500.

O.S. Sheet Nos. TQ.5888: TQ.5988.

Editions of 1964 with later revisions.

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DRAWING No. DRA/76/626/C.

(See Drawing No. DRA/76/626/D for details of severed and reinstated drains).

**LEGEND.**

	North Thames 18" dia. Gas Main.		
	Existing Land Drains.		
	75mm. dia. Clayware Land Drains.	762.3m.	
	100mm. dia. Clayware Land Drains.	607.5m.	
	150mm. dia. Clayware Land Drains.	107.3m.	
	Stone Drain.	13.1m.	

All measurements are in Metres.

17.10.1979  
C.E. Prentice, Land Drainage Consultant.  
31, Colchester Road, Heybridge, Maldon,  
Essex. CM9 7AL.

Work carried out - 75mm: 100mm: 150mm Drains by County Drainage - Nov/Dec '78  
Stone Drains by Biggs Wall & Co. Ltd. - April 1979.

CSP 13.5

THE M25 MOTORWAY (A13-A12 SECTION) (NORTH COKENDON TO NAGS HEAD LANE)  
 COMPULSORY PURCHASE ORDER (NO CE 9) 1979

The Minister of Transport in exercise of his powers under sections 214 and 215 of the Highways Act 1959, as extended and supplemented by sections 44, 47 and 51 of the Highways Act 1971 under section 22 of the Land Compensation Act 1973 and under section 1 of the Acquisition of Land (Authorisation Procedure) Act 1964, and of all other enabling powers, hereby makes the following order:-

1 - (1) Subject to the provisions of this order the Minister is hereby authorised to purchase compulsorily the land described in schedule 1 hereto, delineated on the plan and thereon shown coloured pink and the rights described in the said schedule over the land described therein delineated on the plan and thereon shown coloured blue.

(2) The land and rights referred to in paragraph (1) of this article are authorised to be purchased compulsorily for the following purposes:-

- (a) the construction of a motorway from North Cokendon in the London Borough of Havering to Nags Head Lane in the District of Brentwood in the County of Essex in pursuance of the Motorway and Connecting Roads Scheme;
- (b) the construction of connecting roads at Codham Hall in the said London Borough in pursuance of the Connecting Roads Scheme;
- (c) the construction of trunk roads at Codham Hall in the said London Borough in pursuance of the Trunk Road Order;
- (d) the construction and improvement of highways and the provision of new means of access to premises between North Cokendon and Nags Head Lane in the said London Borough and in the said District in pursuance of the Side Roads Orders;
- (e) the improvement of the A127 London - Southend Trunk Road at Codham Hall in the London Borough of Havering;
- (f) the diversion of watercourses and the execution of other works on watercourses in connection with the construction of special roads and the construction and improvement of other highways and the execution of other works mentioned above; and
- (g) use by the Minister in connection with such construction and improvement of highways and the execution of other works mentioned above.

(3) Copies of the said Schemes and Orders (all with their accompanying plans) are deposited, along with the plan referred to in paragraph (1) of this article.

2 Subject to the provisions of this order the Minister is hereby authorised to purchase compulsorily for the purpose of mitigating any adverse effect which the existence or use of certain of the highways proposed to be constructed or improved by him as mentioned in article 1 of this order will have on the surrounding thereof

) the land which is described in schedule 2 hereto, delineated on the plan and thereon shown coloured yellow and the rights described in that schedule over the land described therein, delineated on the plan and thereon shown coloured blue hatched yellow.

3 Section 27 of the Compulsory Purchase Act 1965 shall not apply in relation to the purchase authorised by this order.

4 In relation to the foregoing purchase section 77 of the Railways Clauses Consolidation Act 1845 and sections 78 to 85 of that Act excluding any amendment thereof by section 15 of the Lines (Working Facilities and Support) Act 1923 are hereby incorporated with the enactments under which the said purchase is authorised subject to the modifications that references in the said sections to the company shall be construed as references to the Minister and references to the railway or works shall be construed as references to the land authorised to be purchased or, as the case may be, to the land over which rights are authorised to be purchased, and any buildings or works constructed or to be constructed thereon.

5 For the purpose of the said section 78 of the Railway Clauses Consolidation Act 1845, as incorporated in this order, the prescribed distance in relation to any seam of minerals lying under land adjoining the works to be constructed upon the land described in the schedules to this order shall be such a lateral distance from the said works on every side thereof as is equal at every point along the said works to one half of the depth of the seam below the natural surface of the ground at that point or forty yards whichever is the greater.

6 In this Order:-

"the plan"

means the plan consisting of five sheets bound together, respectively numbered 1 to 5 marked "The M25 Motorway (A13-A12 Section) (North Ockendon to Mags Head Lane) Compulsory Purchase Order (No CE 9) 1979", signed by authority of the Minister and deposited at the Department of Transport;

"the Motorway"

means the special road which the Minister is authorised by Article 1(a) of the Motorway and Connecting Roads Scheme to provide;

"the Connecting Roads"

means the two special roads which the Minister is authorised by Article 1(b) of the Motorway and Connecting Roads Scheme to provide;

"the Motorway and Connecting Roads Scheme"

means the M25 Motorway (A13-A12 Section and Connecting Roads) Scheme 1975;

"the Connecting Roads Scheme"

means the M25 Motorway (A13-A12 Section) (Codham Hall Interchange Connecting Roads) Scheme 1977;

"the Trunk Road Order"

means the London - Southend Trunk Road (Codham Hall Interchange and Slip Roads) Order 1977;

SCHEDULES 1 AND 2

NOTE:

- (a) The land comprised in each item in these schedules is identified on the plan referred to in the compulsory purchase order by means of the numbers shown in brackets against that item in these schedules.
- (b) References to ownership are references to ownership or reputed ownership at the time of the preparation of the compulsory purchase order and are stated only for the purpose of identification of the land.

Land comprised in the order as made

SCHEDULE 1

IN THE LONDON BOROUGH OF HAVERING

Grassland, arable land, woodland, part of public footpath No 115 (Hornchurch) and half width of Ockendon Road, (owned by A P Mee) (68, 78 and 78A).

Grassland (owned by Romford Stadium Ltd) (69).

Arable land, part of ditch and part of Public Footpath No 117 (Hornchurch) (owned by R J Billings) (73, 73A).

Arable land, part of public footpath No 116 (Hornchurch) and half width of Ockendon Road (owned by Chelmsford Diocesan Board of Finance) (74, 74A, 74B, 74C and 74D).

Part of garden to Estate House, Ockendon Road (owned by Litton Bros) (75).

Part of garden to "The Rosary" and half width of Ockendon Road (owned by Mrs V Tovey) (76 and 76A).

Woodland, grassland and half width of Ockendon Road (owned by R Miles) (77).

IN THE LONDON BOROUGH OF HAVERING AND THE DISTRICT OF BRENTWOOD

Arable land, grassland, parts of beds of streams, part of footpath No 115 (Hornchurch), beds of ponds, woodland, parts of tracks, part of Codham Hall Wood, part of public footpath No 116 (Hornchurch), half width of Warley Road, part of public footpath No 2 (Hornchurch), parts of Jacksons Wood, part of public footpath No 4 (Hornchurch), half width of Nags Head Lane, and the right to realign existing ditches, to construct and maintain headwalls and a new watercourse, to construct a drain, to cleanse, widen and regrade an existing ditch, to construct a watercourse and divert an existing stream to flow therein, to construct an outfall, to construct a drain with headwall, to regrade land and to fill in a pond in arable land, woodland and bed of pond (owned by Essex County Council) (79, 79A, 79B, 79C, 86, 86B, 95, 95A, 95B, 95D, 106, 106A, 106B, 106C, 106D, 107, 107A, 107B, 107C, 107D, 108, 113 and 134).

IN THE LONDON BOROUGH OF HAVERING

Arable land and part of ditch and the right to construct a ditch in arable land and part of public footpath No 118 (Hornchurch) (owned by Property Growth Assurance Co Ltd) (80, 80A).

Grassland, half width of bed of stream and half width of St Marys Lane, and the right to realign existing ditches, to construct and maintain headwalls and a new watercourse in arable land (owned by executor of J B Searle (dec'd)) (81, 81A and 81B).

Grassland, half width of St Mary's Lane and part of bed of pond, the right to fill in a pond in grassland (owned by Andrew Cheale Limited) (83 and 83A).

Railway embankment and the right to construct and maintain a bridge to carry the special road over the railway line (owned by British Railways Board) (84, 84A and 85).

Grassland (owned by George Wimpey and Co Limited) (87).

Grassland and half width of Moor Lane (owned by Charrington and Co Ltd) (88).

Grassland and half width of Moor Lane (owned by French Kier Property Investment Ltd) (89 and 90).

Grassland (owned by Diocese of Brentwood) (91).

Grassland (owned by Upminster Holdings Ltd) (92).

Grassland and part of Folkes Lane (owned by John Fox and Co) (94 and 94A).

Grassland (owned by R G Brown) (96).

Orchard (owned by A Gates) (97).

IN THE LONDON BOROUGH OF HAVERING AND THE DISTRICT OF BRENTWOOD

Arable land, half width of Beredens Lane, part of public footpath No 15 (Hornchurch), parts of ditches, bed of pond, woodland, foundation of dwelling house, outbuildings and gardens known as Beredens, and part of bridlepath No 13 (Hornchurch) (owned by the Greater London Council) (98, 98A, 98B, 101, 101A, 101B, 102 and 102A).

IN THE LONDON BOROUGH OF HAVERING

Grassland (owned by R J Palmer) (99).

IN THE DISTRICT OF BRENTWOOD

All interests (other than the interest of the Crown) in part of Foxburrow Wood and half width of Warley Road (103).

Arable land, woodland, parts of ditches and half width of Nag's Head Lane (owned by L T Bloomfield) (111, 111A, 111B, 112).

Woodland (owned by Eastern Electricity) (Plot 133).

SCHEDULE 2

IN THE LONDON BOROUGH OF HAVERING AND THE DISTRICT OF BRENTWOOD

Arable land, woodland and half width of Nag's Head Lane and the right to regrade land in arable land (owned by Essex County Council) (1014, 1043, 1047).

IN THE LONDON BOROUGH OF HAVERING

Grassland (owned by G Wimpey & Co Ltd) (1017).

IN THE DISTRICT OF BRENTWOOD

Arable land, woodland and half width of Nag's Head Lane (Owned by L T Bloomfield) (1034, 1035).

"the Side Roads Orders"

means the M25 Motorway (A13-A12 Section and Connecting Roads) Side Roads Order 1975; the London - Southend Trunk Road (Codham Hall Interchange Side Roads) Order 1977; the M25 Motorway (A13-A12 Section and Connecting Roads) Supplementary Side Roads Order 1977; the M25 Motorway (A13-A12 Section) (Access to Broadfields Farm) Order 1977; and the M25 Motorway (A13-A12 Section and Connecting Roads) Side Roads Order 1979;

"the special roads"

means the special roads which the Minister is authorised by the Motorway and Connecting Roads Scheme to provide or one or more of them.

7 This Order may be cited as the M25 Motorway (A13-A12 Section) (North Ockendon to Nags Head Lane) Compulsory Purchase Order (No CE 9) 1979.

Signed by authority of the Minister

24 September 1979

G D SPEARING  
Regional Director  
Eastern Region  
Department of Transport



property



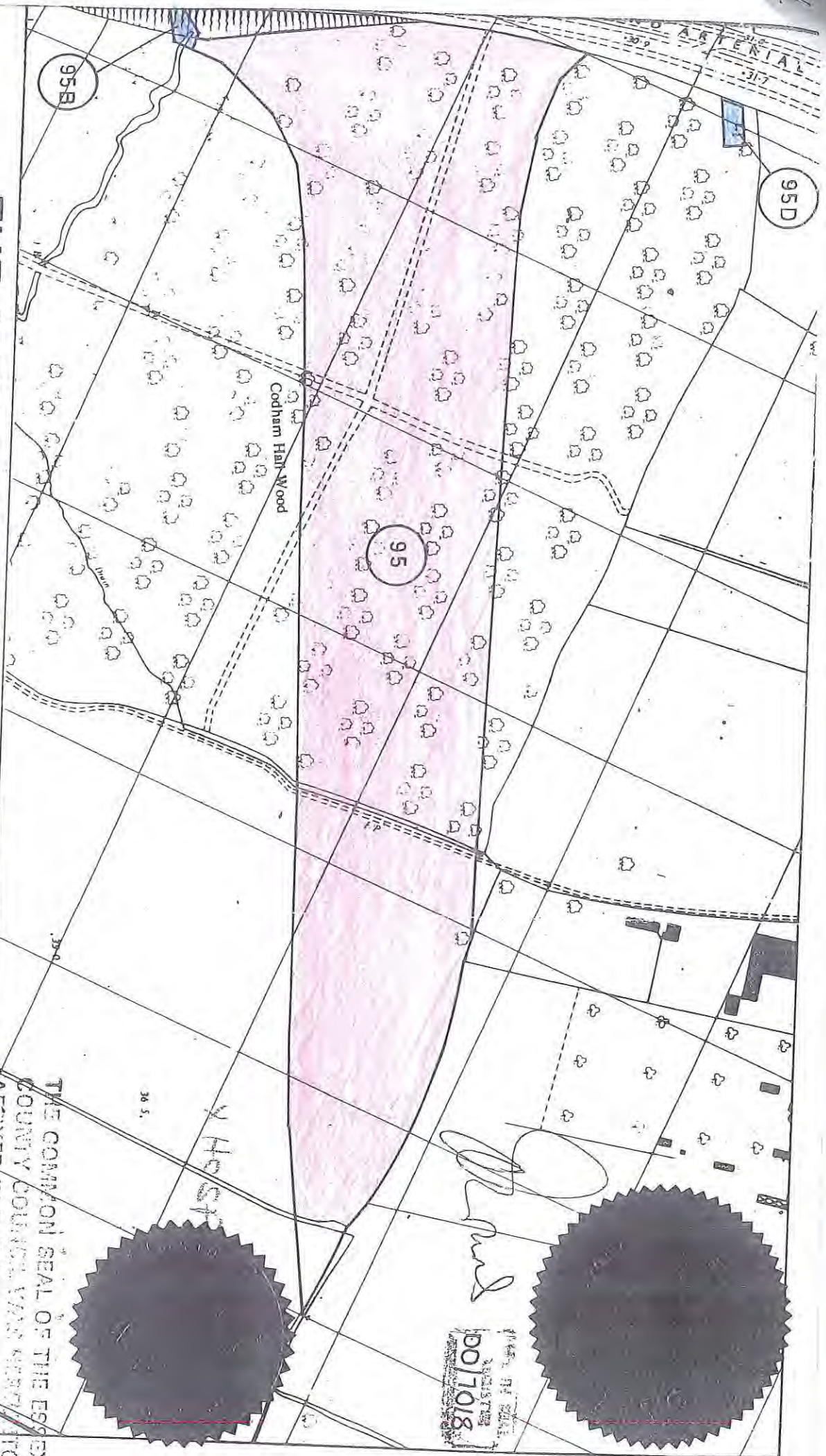


**THE M25 MOTORWAY (A13-A12 SECTION)**

H S PADFIELD  
 CODHAM HALL  
 GREAT WARLEY

PLOT No	86	1047	86 <sup>B</sup>	86 <sup>C</sup>	1015
AREA (M <sup>2</sup> )	16154.0	10000	20000	215	2880

**SCALE**  
 1:2500



ESSEE

H S PADFIELD,  
 CODHAM HALL,  
 GREAT WARLEY,  
 BRENTWOOD,  
 ESSEX.

**THE M25 MOTORWAY (A13-A12 SECTION)**

<b>PLOT NO</b>	95	95B	95D
<b>AREA</b>	54,340.	220	220
<b>DWG NO</b>	362/L/424/1		

THE COMMON SEAL OF THE ESSEX  
 COUNTY COUNCIL WAS AFFIXED TO  
 THIS PLAN IN THE PRESENCE OF

*Wm Padfield*  
 Assistant Clerk of the Council

**SCALE**  
 1:2500

REGISTERED  
 0017018





12/0000

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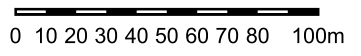
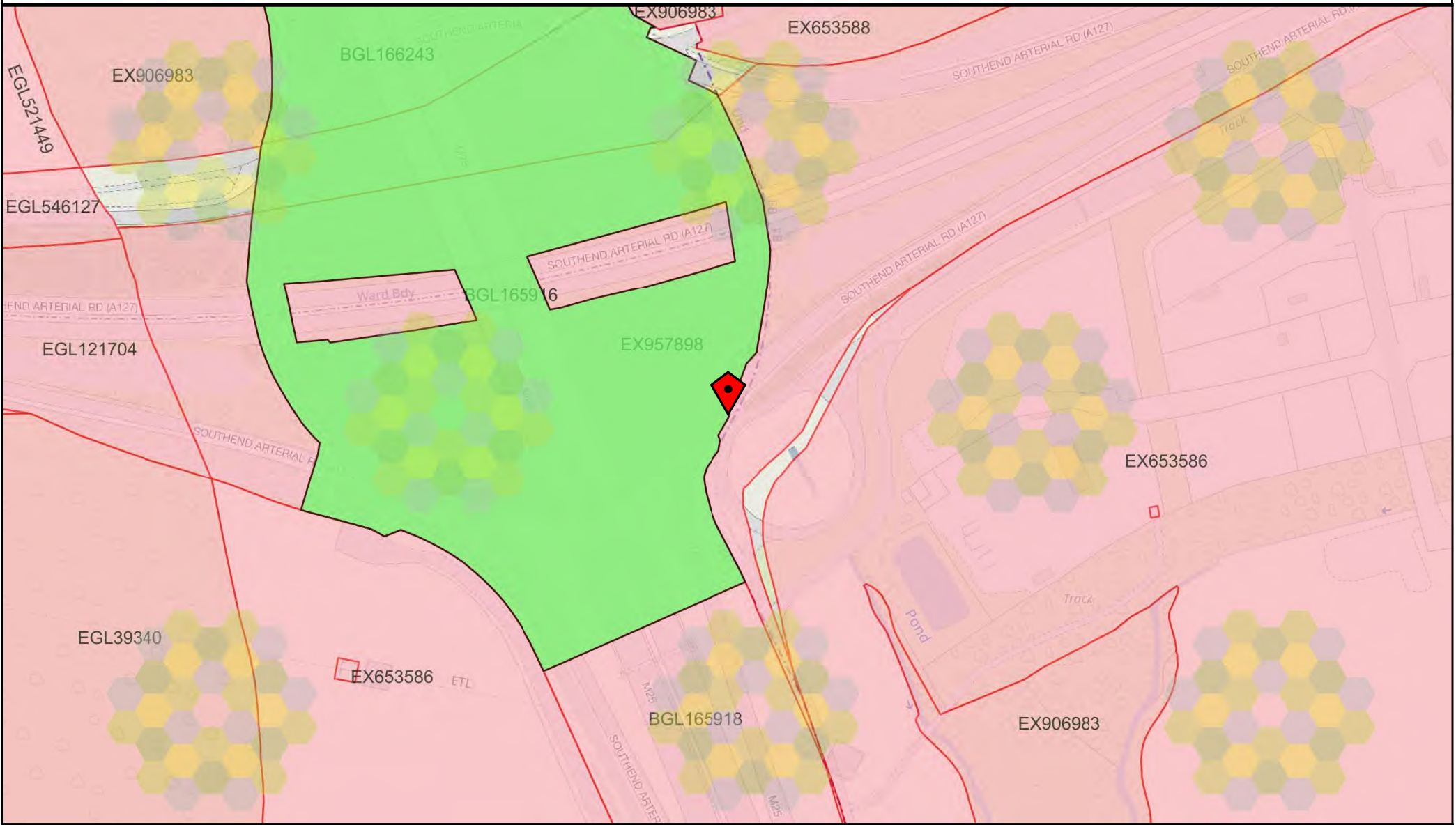












Map scale 1:2500

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Data last updated 10:00pm 05 JULY, 2023

Title number	Estate information	Address
BGL165916	Freehold	LAND AT M25, UPMINSTER
EX957898	Freehold	LAND AT, PLOT 86 M25, UPMINSTER

Estate..... Great Warley  
Name of Holding..... Codham Hall Farm  
Tenant..... H. S. Padfield  
Rent £..... 3 7 6 0 0

THIS AGREEMENT is made the **THIRTY FIRST** day of **DECEMBER**

One thousand nine hundred and Seventy one between THE COUNTY COUNCIL OF ESSEX (hereinafter called "the Council") by GEORGE SEAGER SEELEY their Land Agent and Valuer of the one part and HERBERT CHARLES SCOTT PADFIELD of Stubbers Farm Blackmore Ingatestone in the County of Essex (hereinafter called "the Tenant" which expression shall where the context admits include his executors administrators and assigns) of the other part WHEREBY the Council agree to let and the Tenant agrees to hire THE HOLDING containing 464.024 acres or thereabouts known as Codham Hall Farm and situated in the Parishes of Great Warley and Cranham in the County of Essex and more particularly described in the First Schedule hereunder written and delineated on the plan attached hereto and thereon verged with Pink EXCEPT FOR RESERVE BY AND SUBJECT TO the conditions in the Second Third and Fourth Schedules hereunder written and also subject to the rights of the Outgoing Tenant from the twenty-ninth day of September One thousand Nine hundred and Seventy one from year to year determinable as hereinafter mentioned and PAYING therefore the yearly rent of Three thousand seven hundred and fifty eight pounds and a proportionate rent for any part of a year over which the tenancy may extend

THE tenancy is subject to the provisions endorsed on this agreement and to the following conditions:-

1. The rent shall be paid at Clarendon House Friars Place Chelmsford in two equal half-yearly instalments on the twenty-fifth day of March and the twenty-ninth day of September in each year the first of such instalments to be paid on the twenty-fifth day of March next succeeding the date of the commencement of the tenancy and the last instalment to be paid three months previous to the termination of the tenancy
2. The Tenant shall pay all rates taxes charges or assessments whatsoever which may be charged upon or in respect of the Holding or any part thereof during the continuance of the tenancy (Landlord's Property Tax Land Tax Tithe Redemption Annuities and Landlord's proportion of Drainage Rate only excepted)
3. The Tenant shall not underlet assign or part with the possession of the Holding or any part thereof except the cottage or cottages upon the Holding not being the farmhouse to an agricultural worker or workers employed upon the Holding by the Tenant at a rent or rents not exceeding the weekly amount fixed by the Essex Agricultural Wages Committee as being the benefit of the occupation for the purpose of the minimum agricultural wage
4. The Tenant shall preserve all timber willows and other trees tellers pollards saplings and underwood from injury by cattle or otherwise and shall report any dangerous trees to the Council's Land Agent and Valuer and shall not cut lop top prune hang gates on or drive nails into destroy or injure any timber or timberlike trees
5. The Tenant shall not without the previous consent in writing of the Council except as provided by Section 50 of the Agricultural Holdings Act 1948 erect any house or building or alter any existing dwellinghouse or building whatsoever on the Holding and shall if requested in writing to do so forthwith remove any unsightly or dangerous erection whether erected by the Tenant or not and shall comply with the building regulations in force in the district

Rent  
Rates and Taxes  
Sub-Letting  
Preservation of Timber  
Erection of Buildings

6. The Tenant shall not install any electrical generating plant or fittings or affix any oil or petrol engines in any house or building on the Holding without previous consent in writing of the Council or do any act by which any policy of insurance of the Council shall be invalidated and shall indemnify the Council against any losses charges costs or expenses incurred by any breach of this Clause

Electrical  
Generating  
Plant and  
Oil and  
Plant  
Engines

7. The Tenant shall not use the Holding or any part thereof for trading other than with produce grown or produced on the Holding except with the written consent of the Council

Trading

8. The Tenant agrees except for the liabilities which are the responsibility of the Council under Clause (34) hereof:-

(i) To repair and to keep maintain and leave clean and in good repair and condition the whole of the buildings structures fixtures and fittings upon the holding together with water supply systems fences hedges gates walls posts stiles bridges culverts ponds water-courses ditches roads and yards in and upon the holding or which may be erected or provided thereon during the tenancy and to keep clear and in good working order all roof valleys eaves-guttering and downpipes drains sewers sewage disposal systems gulleys and greasetraps and also to use carefully so as to protect all such items from wilful reckless negligent or accidental damage and to make good all such damage directly it occurs

(ii) To properly paint with at least two coats of a suitable quality paint and apply gas-tar creosote or other suitable preservative to all outside wood ironwork and other material to which it is necessary so to do as often as necessary to prevent deterioration and in any case at intervals of not more than five years

(iii) As often as may be necessary and in any case at intervals of not more than seven years to properly clean colour whiten paper and paint with materials of suitable quality the inside of the dwelling-house cottages (if any) and buildings which have been and should be so treated and in each year of the tenancy to limewash the inside of all buildings which have been or should have been previously limewashed

(iv) Notwithstanding the liability of the Council for repairs and replacements to the roof covering under clause (34) to be responsible for the first fifteen pounds of the cost in any one year of renewing or replacing all broken cracked or slipped tiles slates or other roof covering materials as the damage occurs

(v) If the last year of the tenancy is not a year in which such cleaning colouring whitening papering painting tarspraying creosoting as mentioned in paragraphs (ii) and (iii) is due to be carried out to pay to the Council at the end of such year one-fifth part of the estimated reasonable cost of such items in paragraph (ii) and one-seventh part of such items in paragraph (iii) in respect of each year that has elapsed since that work was last executed

(vi) To maintain in proper repair all hedges and to cut and trim a proper proportion of hedges in each year so as to maintain them in good and sound condition

(vii) To regularly dig out scour and cleanse all ponds watercourses ditches and grips as may be necessary to maintain them at sufficient width and depth and to keep clear from obstruction all field drains and their outlets

(viii) To report at once to the Council any apparent defects rot or other structural deterioration

9. If the Tenant fails to execute repairs for which he is liable under the beforementioned clause 8 within one month of receiving from the Council a written request specifying the necessary repairs and calling on him to execute them the Council may enter on the Holding and execute such repairs and recover the cost from the Tenant forthwith

10. The Tenant shall directly it occurs and at his own expense make good all damage to the Council's property caused by his stock and all wilful damage or damage caused by negligence of the Tenant or any member of his household or his employees

11. The Tenants shall not without the written consent of the Council erect any advertisement or other hoarding on the Holding (except for the purpose of advertising his own produce where the advertisement or hoarding shall be in a form previously approved by the Council) and the Council shall be entitled to attach such conditions as they deem fit to any consent given by them

12. The Tenant shall himself reside in the house and cultivate the Holding and shall not use it for any purpose other than agriculture as defined in Section 109 of the Agriculture Act 1947

13. The Tenant shall manage and cultivate the whole Holding in accordance with the rules of good husbandry set out in Section 11 of the Agriculture Act 1947 and in particular and without prejudice to the generality of these rules shall use the holding primarily as an arable and stock Holding and shall not allow any sugar beet quota or potato acreage allocation to reduce without the written consent of the Council's Land Agent and Valuer

14. The Tenant shall periodically or when required by the Council's Land Agent and Valuer cause samples of the soil from the arable and grassland on the Holding to be analysed and shall make suitable applications of chalk lime or fertilizers where there is shown to be a deficiency

15. In the last year of the tenancy the Tenant shall unless agreed otherwise in writing by the Council's Land Agent cultivate and manage the arable land in accordance with the Third Schedule of this Agreement

16. The Tenant shall not plant any fruit trees fruit bushes or plants or any rhubarb asparagus seakale mint sage or herbs or market garden crop of a perennial or permanent nature but the Tenant shall at the expiration of the tenancy be paid for any annual vegetable crop which it has been agreed under clause 15 may be grown which has reached such an advanced stage of maturity that the yield can be fairly estimated at market value less the costs of harvesting and marketing or if such crops are not matured upon the same basis as that for which growing crops would be paid under Section 51 of the Agricultural Holdings Act 1948 provided that if the Council or Incoming Tenant within one calendar month before the termination of the tenancy give notice in

Advertisement  
Hoardings

Use of  
Holding

Management  
and  
Cultivation  
of Holding

Cultivations  
during last  
year

writing to the Tenant that they decline to purchase such crops then the Council will permit the Tenant to enter on the land upon which such crops are growing with free access thereto until the twenty-fifth day of March next after the expiration of the tenancy for the purpose of attending cultivating managing selling or removing the said crops the Tenant paying to the Council the pro rata apportionment of the rent under this Agreement for every acre or part of an acre of such land from the twenty-ninth day of September until the twenty-fifth day of March or the removal or notified abandonment of such crops whichever date may be the earlier but any crop grown contrary to the provisions of clause 15 shall be paid for only on the basis of Section 51 of the Agricultural Holdings Act 1948 and no hold-over shall be allowed

17. The Tenant shall properly maintain the orchard (if any) on the Holding keeping the trees duly pruned and sprayed in a husbandlike manner and shall keep and leave the gardens in good condition

Orchards  
and Gardens

18. The Tenant shall not sell or remove from the Holding any farmyard manure without written consent from the Council's Land Agent and Valuer

Prohibition  
as to sale  
or removal  
of manure

19. The Tenant shall not permit any rubbish spoil or other waste material to be shot or deposited on the land and shall destroy or otherwise dispose of all tins bottles and rubbish and not do or permit to be done on the Holding anything which might become or cause a nuisance damage or annoyance to the Council or to the occupiers of the adjoining lands whether holdings let by the Council or not

Litter

20. The Tenant shall not allow any pigs to run loose in any of the fields comprising the Holding without being properly ringed and shall not allow any pigs to run loose in any occupation road or lane adjoining or forming part of the Holding

Pigs

21. Where poultry is kept by the Tenant in permanent poultry runs the land shall be dressed at the Tenant's expense with burnt quick lime at the rate of at least one ton per acre every second year of the tenancy

Poultry

22. The Tenant shall keep and produce at any time at the request of the Council's Land Agent and Valuer a true account of all croppings upon the Holding together with a record of the provision made for the return to the Holding of the full equivalent manurial value of all crops sold off or removed from the Holding

Records

23. The Tenant shall on entering the Holding pay to the Council on demand the amount of compensation that would be due to the Outgoing Tenant in respect of the Holding under the provisions of the Agricultural Holdings Act 1948 if the Outgoing Tenant had been holding under the terms of an agreement containing similar terms with due alteration of details as those herein contained but excluding compensation (if any) for improvements other than fruit bushes set out in Part I of the Second Schedule and Parts I and II of the Third Schedule of the Agricultural Holdings Act 1948 and excluding compensation for disturbance but without deducting therefrom any amount payable or to become payable by the Outgoing Tenant and shall pay the usual Valuer's fees for settling the amount of such compensation and where the Council is in occupation of the Holding prior to the commencement of the

Compensation  
to Landlord  
and Tenant

tenancy shall pay on demand for all fixtures specified by the Council and all sums properly payable by an Incoming Tenant for growing crops tillages dead stock and other matters to which the Council would be entitled if it were an Outgoing Tenant holding under the terms of this Agreement after deducting therefrom all sums which the Council would be liable to pay if it were an Outgoing Tenant

24. The Tenant shall in the last year of the tenancy bale cart and stack in the usual stacking places all straw arising from the corn crop or such proportion thereof as is previously agreed in writing by the Council's Land Agent and Valuer whereupon the surplus straw after being suitably treated shall be ploughed in

25. The Tenant shall not break up or convert into tillage any part of the permanent grassland (including land laid to grass for which the Landlord has provided seeds) whether so described in the First Schedule or not without the previous consent in writing of the Council's Land Agent or the order of an arbitrator under Section 10 of the Agricultural Holdings Act 1948

26. The Tenant shall not without the written consent of the Council's Land Agent sell or let the right of grazing on the Holding or take in thereon stock belonging to any other person

27. The Tenant shall insure and keep insured against fire all growing and harvested crops for the time being on the Holding to the full market value thereof and in the event of the whole or any part of the produce required by this agreement to be consumed on the Holding being destroyed or damaged by fire shall expend forthwith the full value of such produce in the purchase of like produce which shall be consumed by stock in the proper manner or shall bring on and apply to the Holding the equivalent manurial value in artificial manures or feeding stuffs approved by the Council's Land Agent

28. The Tenant shall insure and keep insured to their full value against fire his household furniture and live and dead farming stock

29. The Tenant shall whenever required by the Council's Land Agent produce the policy or policies of such insurances as are required by Clauses (27) and (28) and the receipts for the current year's premiums

30. The Tenant shall permit the Council and all persons authorised by them at all reasonable times to enter upon and inspect the Holding and examine the state of repair and cultivation thereof and execute repairs and improvements and to enter for all other reasonable purposes

31. The Tenant shall forthwith bring to the notice of the Council and use his best endeavours to prevent trespass and the formation of any new footpaths or rights of way over the Holding

32. The Tenant shall not at any time during the tenancy enter into any arrangement involving a legal charge whether by Bill of Sale or otherwise on his live and dead farming stock or household effects without giving previous notice to the Council

Breaking up  
of Pasture

Prohibition  
against  
Agistment

Insurance  
by Tenant

Right of  
Entry

Trespass

Bill of  
Sale, etc.



Dilapidations

33. The Council at its discretion shall expend upon the Holding any sum or sums received from the Outgoing Tenant in respect of those matters for which he is liable under the provisions of this agreement and shall pay to the Incoming Tenant any portion of such sum or sums as soon as dilapidations have been remedied by the Incoming Tenant

Repairs  
by Council

34. The Council shall execute all repairs and replacements to the structural parts of the buildings including external walls load bearing walls roofs and the covering thereof (except insofar as this is the liability of the Tenant under Clause 8 (iv)) trusses frames and structural timbers and the replacement where necessary of floors and provided the Tenant has complied with Clause 8 (viii) shall execute any repairs which would otherwise be the liability of the Tenant caused by structural defects or the making good thereof by the Council under this clause

Insurance  
by Council

35. The Council shall keep the dwellinghouse cottages and buildings insured to their full value against loss or damage by fire and execute all works of repair or replacement to the dwellinghouse cottages and buildings necessary to make good damage by fire being damage not due to the wilful act or negligence of the Tenant or any members of his household or his employees

Tenants  
Buildings

36. The Council shall be under no liability to execute repairs or replacements to buildings or fixtures which are the property of the Tenant or to execute the repair of damage caused by the Tenant's stock or by the wilful act of negligence of the Tenant or any member of his household or his employees

Tenant  
Right  
Compensation

37. The Council will on the Tenant quitting the holding provided he has observed and performed the stipulations on his part contained in this Agreement pay to the Tenant (subject to and after setting off any sums due to the Council for rent or otherwise under or by virtue of this agreement) for improvements and other matters specified in the Fourth Schedule of the Agricultural Holdings Act 1948 in accordance with the provisions of Section 51 of that Act except insofar as they may be varied by specific clauses in this agreement

Holdover

38. The Tenant shall be allowed to hold over until the twenty-fifth day of March next succeeding the Michaelmas Day at which the tenancy is terminated the necessary storage accommodation for corn grown in the last year of the tenancy and the Tenant shall before the twenty-fifth day of December next succeeding the Michaelmas Day at which the tenancy is terminated remove from the Holding all crops of potatoes and sugar beet provided the sugar beet tops are left on the Holding free to the Council and all potato haulm is removed from the Holding or burnt thereon and in no circumstances shall seeds cultivations fertilizers or manures be paid for in respect of sugar beet or potatoes unless other arrangements have been agreed in writing with the Council's Land Agent and Valuer

Quiet  
Enjoyment

39. The Council will permit the Tenant on his punctually paying the rent and performing and observing the conditions of this agreement peaceably to occupy the Holding without any disturbance by the Council or any person lawfully claiming under the Council

40. Nothing herein contained shall be deemed to be a consent by the Council within the meaning of the Agricultural Holdings Act 1948 to any of the improvements set out in the Fifth Schedule of that Act nor shall the Holding or any part thereof be deemed to be let as a market garden

Market Gardening

41. (i) All those buildings listed under Schedule Four hereunder shall be considered redundant to the Holding and there shall be no liability on either the Council or the Tenant to repair or maintain such buildings but when they reach such a state of deterioration as to be dangerous or unsightly the Council shall undertake their demolition

Redundant Buildings

(ii) If at any time during the tenancy either party considers that any building on the Holding other than those included in the Fourth Schedule should be treated as redundant to the proper requirements of the Holding then in default of agreement with the other party the question after one calendar months notice in writing has been served by either party may be referred to the decision of a single Arbitrator to be appointed in accordance with the Agricultural Holdings Act 1948 and any building agreed or declared by the Arbitrator to be redundant shall be deemed to be included in the Fourth Schedule from the date of such agreement or Arbitrator's award and both parties shall be relieved of any liability for repair as set out in Para (i) of this clause

42. Upon any seizure by the Council under distress for rent the Council shall not be obliged to sell any hay straw or crops (except the crops which the Tenant may sell or remove from the Holding without contravention of this agreement) upon the terms that the same may be removed from the Holding but may exercise the power of sale of distrained goods conferred by statute by selling the same subject to the conditions that such produce shall be consumed on the Holding or subject to some other condition which shall secure that the manurial value of such hay straw or crops shall be returned to the Holding and upon any such seizure and sale it shall be lawful for the Council to grant to any purchaser of such hay straw or crops and for such period or periods as the Council may think fit and also the use of such part or parts of the Holding as the Council may think necessary or proper for the purpose of storing consuming or otherwise dealing with such hay straw or crops and without making any compensation to the Tenant in respect thereof

Distress

43. All notices including notices to quit may be served in accordance with Section 92 of the Agricultural Holdings Act 1948

Service of Notices

44. The Council may at any time or times by giving three calendar months previous notice to quit expiring at any time enter upon and resume possession of and determine the tenancy of the whole of the Holding or of any part or parts of the Holding for purposes of building mining or industrial purposes or for use as an open space or for any recreational purposes or other local authority purpose not being the use of the land for agriculture

Resumption of Possession

45. In case the Tenant neglects to perform or observe any of the agreements on his part herein contained after one month's notice in writing from the Council of such neglect the Council shall be at liberty (without prejudice to the provisions of Clause (46) hereof) to do all such things as may be necessary for the performance or observance thereof and to recover the cost of doing so from the Tenant

Neglect to Perform and Observe Agreements

Re-Entry

46. If any part of the rent shall be in arrear for one month after the expiration of the half-year in respect of which it is payable or if there shall be a breach of any of the agreements by the Tenant herein contained or in case the Tenant shall be adjudged bankrupt or shall enter into any composition with his creditors or if the interest of the Tenant under his agreement be taken in execution or if any execution be levied on the Tenant's goods and chattels or possession thereof or if any stock or crops on the Holding be taken under a Bill of Sale it shall be lawful for the Council after giving to the Tenant not less than two months' notice of their intention so to do to re-enter upon the Holding or any part thereof in the name of the whole and thereupon the tenancy shall absolutely determine without prejudice to the rights and remedies of the Council in respect of any breach or non-observance of any of the covenants and conditions herein contained and on the part of the Tenant to be performed and observed

Deductions

47. The Council shall be entitled to set off against and deduct from any monies which may at any time be payable by the Council to the Tenant in respect of the Holding any monies which may be payable to the Council by the Tenant in respect of the Holding whether such sum so payable by or to the Council shall be of liquidated character or not

Record of Condition

48. The cost of making any Record of Condition required under Section 16 of the Agricultural Holdings Act 1948 shall be borne by the party requiring it

Stamp Duty on Agreement

49. The Tenant shall pay the stamp duty on this Agreement and on the duplicate or counterpart thereon

Determination of Tenancy

50. The tenancy may be determined by the Council or the Tenant at the expiration of any year of the tenancy by not less than twelve calendar months' previous notice in writing but such determination shall be without prejudice to the remedies of the Council against the Tenant in respect of any antecedent breach by the Tenant of the agreements on his part herein contained or of any condition or term of the tenancy

THE FIRST SCHEDULE HEREBEFORE REFERRED TO  
Field areas and cultivations

...  
am

Ordnance No. on Plan	DESCRIPTION AND CULTIVATION ON ENTRY	AREA
----------------------	--------------------------------------	------

Great Warley

216	Arable	10.954
217	Arable	12.886
218	Pasture	16.735
Pt. 219	Wood	29.094
249	Wood	1.955
261	Wood	1.793
262	Pasture	14.879
263	Wood	1.030
277	Pasture	4.757
278	Pasture	6.981
278A	Two cottages	0.317
279	Two cottages	0.318
280	Wood	5.664
280A	Pond	0.110
281	Arable	12.553
281A	Arable	0.100
282	Arable	4.861
282A	Arable	2.987
287	Road	0.672
288	Pasture	2.217
288A	Shed and yard	0.647
289	Wood	1.846
291	Pasture and buildings	2.458
292	Yard and buildings	2.444
293	Codham Hall	1.052
294	Pasture	8.096
Pt. 304	Pasture	11.493
Pt. 304A	Pasture	0.631
304C	Pasture	2.641
305	Pasture	5.455
305A	Pasture	3.015
306	Pasture	10.944
320	Arable	12.797
321	Arable	14.587
Pt. 323	Pasture	3.276
324	Pasture	8.019
325A	Pasture	0.780
Pt. 325	Arable	16.992
326A	Pasture	3.024
326B	Arable	12.463
Pt. 337	Arable	25.368
338	Wood	2.072
339	Wood	1.902
340 & 340A	Arable	26.072
341	Pasture	0.985
341A	Pasture	0.378
342	Arable	12.032
343	Arable	20.774
352	Pasture	12.269
353	Arable	9.488
354	Arable	12.138
354A	Pond	0.110
355	Arable	18.636
356	Arable	18.424
358	Arable	17.016
359	Arable	3.013
376	Arable	11.512
<u>Cranham</u>		
146	Arable	8.053
147	Wood	10.259
		<u>464.024</u>

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO

Exceptions and Reservations

All springs of water mines quarries minerals clay sand stone gravel and sub-strata and all trees timber willows and underwood in under or upon the Holding with power for the Council or any persons authorised by them with or without vehicles and equipment to enter cut and remove the timber and to get and carry away minerals stone or gravel making reasonable compensation to the Tenant for any damage caused thereby

All existing rights of way or easements over or under the land at the date of entry

Power for the Council upon service of one month's notice from any date to create or grant additional rights of way wayleaves licences or easements over or under the land subject to the payment of fair compensation to the Tenant

The right for the Council and all persons authorised by them to make and use such ways across the Holding as may in the Council's opinion be necessary or convenient for the proper working of their adjoining holdings or for access to cut and remove timber tellers saplings or underwood from any lands vested in the Council

Power for the Council to grant similar rights of hold-over to the Outgoing Tenant as are granted to the Tenant under Clauses (16) and (38) of this agreement

THE THIRD SCHEDULE HEREINBEFORE REFERRED TO

Cultivations during last year

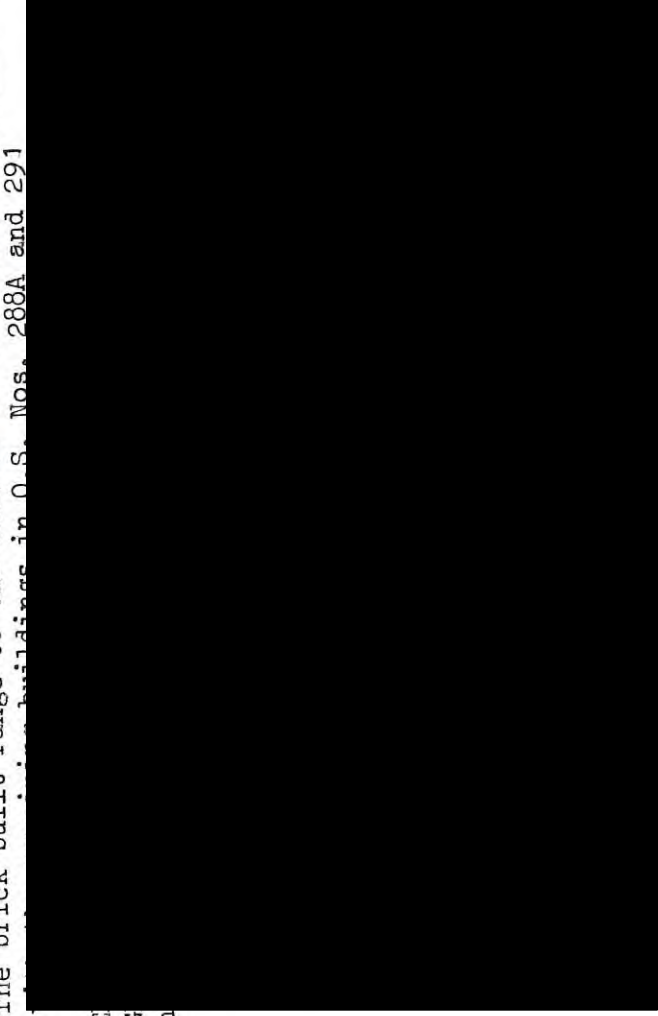
Corn - Three fifths of the arable land or thereabouts  
Clover or Seeds Mixture - One fifth of the arable land or thereabouts  
Pulse or roots - One fifth of the arable land or thereabouts

THE FOURTH SCHEDULE HEREINBEFORE REFERRED TO

Redundant Buildings

The range of Pig Housing on the north side of the Homestead.  
The brick built range to the West of the covered yard together

SIGNE  
GEORG  
in th



DATED 31st December 1971

COUNTY COUNCIL OF ESSEX

\_\_\_\_\_

AGREEMENT  
FOR LETTING

Estate..... Great Warley  
Name of Holding..... Codham Hall Farm  
.....  
Tenant..... H.C.S. Padfield  
Acreage..... 464.024 acres  
Rent..... £3758.00  
Date of Entry..... 29th September 1971  
Tenancy..... Michaelmas

**These are the notes referred to on the following official copy**

Title Number EX653586

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

**Transfer of whole of registered title(s)**

16-4-2000

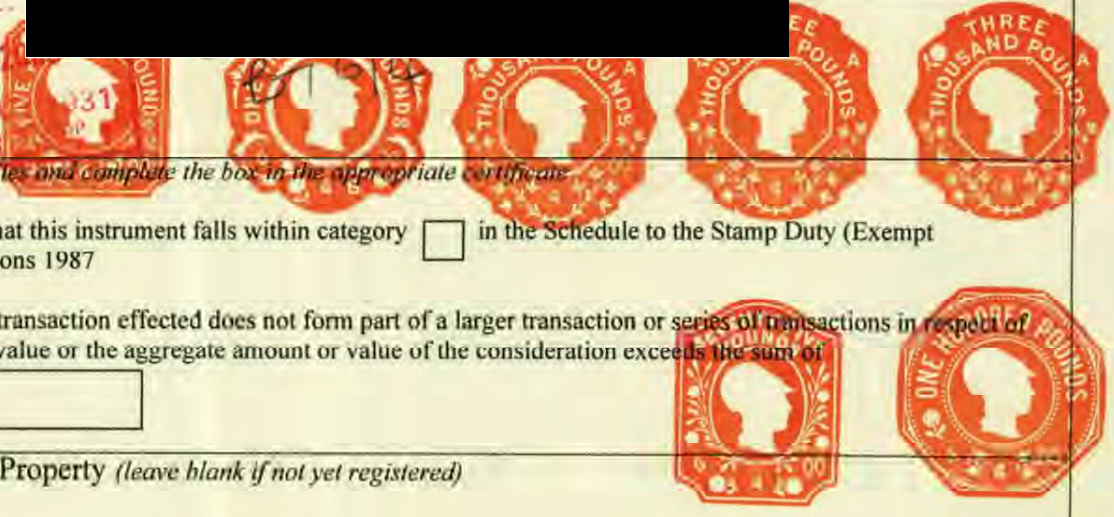
HM Land Registry

TR1

*(if you need more room than is provided)*

**1. Stamp Duty**

INLAND  
-5 APR  
FINANCE  
MANCHESTER



Place "X" in the box that applies and complete the box in the appropriate certificate

I/We hereby certify that this instrument falls within category  in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

It is certified that the transaction effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of

**£ 500,000.00**

**2. Title Number(s) of the Property** *(leave blank if not yet registered)*

**3. Property** Codham Hall Farm (South) Great Warley Brentwood Essex shown for identification purposes only edged red on the plan annexed hereto ("the Plan")

*If this transfer is made under section 37 of the Land Registration Act 1925 following a not-yet registered dealing with part only of the land in a title, or is made under rule 72 of the Land Registration Rules 1925, include a reference to the last preceding document of title containing a description of the property.*

**4. Date** 30th March 2000

**5. Transferor** *(give full names and Company's Registered Number if any)*  
**ESSEX COUNTY COUNCIL**

**6. Transferee for entry on the register** *(Give full names and Company's Registered Number if any: for Scottish Co. Reg. Nos., use an SC prefix. For foreign companies give territory in which incorporated.)*

**WINTERTHUR PENSION TRUSTEES UK LIMITED**

*Unless otherwise arranged with the Land Registry headquarters, a certified copy of the transferee's company registered in England and Wales or Scotland under the Companies Acts*

**7. Transferee's intended address(es) for service in the U.K.** *(including postcode)* **for entry on the register**

[Redacted address]

**8. The Transferor transfers the property to the Transferee.**

**9. Consideration** *(place "X" in the box that applies. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.*

The Transferor has received from the Transferee for the property the sum of *(in words and figures)* **FOUR HUNDRED AND THIRTY FIVE THOUSAND POUNDS (£435,000.00)**

*(Insert other receipt as appropriate)*

The Transfer is not for money or anything which has a monetary value





10. The Transferor transfers with (please "X" in the box which applies and add any modifications)

full title guarantee

limited title guarantee

11. Declaration of trust Where there is more than one transferee, place "X" in the appropriate box

The transferees are to hold the property on trust for themselves as joint tenants.

The transferees are to hold the property on trust for themselves as tenants in common in equal shares.

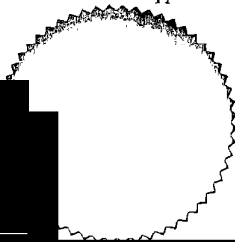
The transferee is to hold the property as Trustee of the Winterthur Life Self Admin Pension Scheme

12. Additional Provision(s) Insert here any required or permitted statement, certificate or application covenants, declarations etc

See continuation sheet

13. The Transferors and all other necessary parties should execute this transfer as a deed using the space below. Forms of execution are given in Schedule 3 to the Land Registration Rules 1925. If the transfer contains transferees' covenants or declarations or contains an application by them (e.g. for a restriction), it must also be executed by the Transferees.

The COMMON SEAL of ESSEX COUNTY COUNCIL was first used in the year of:-



EXECUTED  
PENSION  
the presence

1. Continued from Form

TR1

Title number(s)

2. Before each continuation, state panel to be continued, e.g. "Panel 12 continued".

**Panel 3 continued**

Together with the right of way with or without vehicles and agricultural machinery over and along the bridge and roadway between the points marked F G and H on the Plan to the Highway together also with a right of way with or without vehicles not exceeding three metres in width through the tunnel under the M25 between the points marked B and C on the Plan and together with full and free rights of access with or without vehicles and agricultural machinery to and from the Highway known as junction 29 of the M25 at the points marked 2 and 3 on the Plan and TOGETHER with the like right of way through Hobbs Hole Wood (retained by the Transferor) via the crossing coloured yellow on the Plan

**Panel 12 continued**

1. The property is transferred subject to and where appropriate with the benefit of the matters contained or referred to in the following documents:-

- 1.1 A conveyance dated 26<sup>th</sup> April 1939 made between Clayhall Park Estates Limited (1) and The County Council of the Administrative County of Essex (2) (hereinafter referred to as "the Conveyance")
- 1.2 A Deed dated 12<sup>th</sup> June 1941 made between the County Council of the Administrative County of Essex of the one part and the London County Council of the other part (hereinafter referred to as "the Green Belt Deed")
- 1.3 An undated Wayleave Consent made between Essex County Council of the one part and Eastern Electricity Board of the other part in respect of works north of Franks Farm Great Warley aforesaid
- 1.4 An undated Wayleave Consent made between the County Council of Essex of the one part and The Eastern Electricity Board of the other part in respect of the Cranham - Alma Park 11KV Line
- 1.5 A Wayleave Consent of 4<sup>th</sup> January 1952 made between The Essex County Council of the one part and British Electricity Authority of the other part
- 1.6 A Wayleave Consent of 10<sup>th</sup> November 1953 made between the County Council of Essex of the one part and Eastern Electricity Board of the other part
- 1.7 A Wayleave Consent dated 22<sup>nd</sup> May 1959 made between the County Council of Essex of the one part and The Eastern Electricity Board of the other part
- 1.8 A Wayleave Consent dated 12<sup>th</sup> January 1962 made between the County Council of Essex of the first part R H Goodchild of the second part and The Eastern Electricity Board of the third part

Continuation sheet

of

(Insert sheet number and total number of continuation sheets e.g. "sheet 1 of 3")

Crown Copyright LR/FU/096 5/98

1. Continued from Form

TR1

Title number(s)

2. Before each continuation, state panel to be continued, e.g. "Panel 12 continued".

**Panel 12 continued**

- 1.9 A Deed of Grant dated 5<sup>th</sup> June 1964 made between The County Council of Essex of the first part Robert Hicks Goodchild of the second part and North Thames Gas Board of the third part
- 1.10 An Assignment of 7<sup>th</sup> June 1988 made between ~~Herbert Charles Scott Padfield~~ of the first part County Council of Essex of the second part and the Secretary of State for Transport of the third part
- 1.11 A Deed of Grant dated 23<sup>rd</sup> June 1980 made between the Essex County Council of the one part and British Gas Corporation of the other part
- 1.12 A Deed of Grant dated 28<sup>th</sup> August 1990 made between the Council of the first part Herbert Charles Scott Padfield of the second part and Essex Water Company of the third part
- 1.13 A Deed of Grant dated 26<sup>th</sup> August 1992 made between the Council of the one part and British Gas Plc of the other part
- 1.14 The public bridleway with a width of 3 metres the route of which is shown coloured green on the Plan Green
- 1.15 The M25 Motorway (A13-A12 section) (North of Ockendon to Naggs Head Lane) Compulsory Purchase Order (No. CE9) 1979 (hereinafter referred to as "the CPO")
- 2.1 The parties declare that Section 62 of the Law of Property Act 1925 shall not operate to pass to the Transferee nor shall the Transferee be otherwise entitled to any rights or privileges of whatsoever nature other than those expressly hereby granted
- 2.2 It is further agreed and declared that the compensation payable in respect of only those parts of the Property affected by the CPO shall be payable to the Transferee and the Transferee shall indemnify the Transferor in respect of any obligations imposed by the CPO in respect of the Property insofar as they remain to be observed and performed
3. There are excepted and reserved to the Transferor for the benefit of such land referred to in the Conveyance as is shown edged blue on the Plan ("the Retained Land") the following matters:- Blue

Continuation sheet  of

(Insert sheet number and total number of continuation sheets e.g. "sheet 1 of 3")

Crown Copyright LR/FU/096 5/98

1. Continued from Form

TR1

Title number(s)

2. Before each continuation, state panel to be continued, e.g. "Panel 12 continued".

**Panel 12 continued**

3.1 The right to pass and repass with or without motor vehicles equipment and agricultural vehicles over and along the strip of land six metres in width shown coloured brown on the Plan and a strip of land six metres in width including and following the route of the Bridleway for all purposes (including timber extraction) connected with any present horticultural or silvicultural use of the Retained Land AND IT IS HEREBY AGREED that no compensation shall be payable by the Council to the Purchaser in respect of such use of the said access

Brown

3.2 The right for the Council and persons authorised by the Council to enter the Bridleway (upon giving the Purchaser reasonable prior notice (except in case of emergency) with or without workmen vehicles equipment material and specialist services for the purposes of constructing repairing maintaining and renewing the Bridleway and the tunnel between points B and C on the Plan

3.3 All quasi-easements and other rights in the nature of easements as are now or have hitherto been used or enjoyed by the Retained Land over the Property and all such other rights as would have been enjoyed had the Property and the Retained Land been in separate ownership for more than forty years

3.4 The right to rebuild reconstruct build on or otherwise develop the Retained Land in such manner as the Council shall think fit notwithstanding any interference thereby occasioned to the access of light or air to the Property to the intent that the Purchasers and his successors in title shall be deemed to enjoy the access and use of light and air to the Property with the consent and by the leave and licence of the Council and shall not by the enjoyment thereof acquire any absolute or indefensible or other right thereto from and over the Retained Land nor acquire any right to restrain impede or control the erection of any building or the alterations of or reconstruction of any building upon the Retained Land as aforesaid or to damages in consequence of or arising from such operations or user physical damage to the buildings on the Property and the services thereto expected

Continuation sheet  of

(Insert sheet number and total number of continuation sheets e.g. "sheet 1 of 3")

Crown Copyright LR/FU/096 5/98

1. Continued from Form

TRI

Title number(s)

2. Before each continuation, state panel to be continued, e.g. "Panel 12 continued".

**Panel 12 continued**

- 3.5 The right for the owners and occupiers for the time being of Codham Hall Farm (North) (being the land comprised in a Transfer of even date made between the Council (1) and Messrs H C S J W and C S Padfield (2)) to pass and repass with or without vehicles and agricultural machinery over and along the roadway or track between points E and F on the plan for the purpose of access to the highway and the point marked 2
4. The Transferor hereby covenants with the Transferee henceforth to maintain repair and renew whenever necessary the structure of the bridge and the embankment between points F and G on the Plan
5. The Transferee for the purpose of affording to the Transferor a full and sufficient indemnity but not further or otherwise hereby covenants with the Transferor that they the Transferee and the persons deriving title under them will at all times hereafter observe and perform the covenants and stipulations contained or referred to in the Conveyance and the Green Belt Deed so far as the same relate to the Property and are still subsisting and capable of being enforced and will so far as aforesaid indemnify and keep indemnified the Transferor and its estate and effects from and against all actions claims and demands in respect of any future non-observance or non-performance thereof
6. The Transferee hereby covenants with the Transferor and its successors in title pursuant to Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 as follows:-
- 6.1 The Transferee for itself and its successors in title hereby covenants with the Transferor that on any sale or transfer ("a disposition") including a sale by a mortgagee and including the grant of a Lease at a premium or other disposition of the Property or any part thereof (but excluding any disposition by way of gift to a husband wife child or children of the donor or the creation of a mortgage and excluding also the creation for full value of a Farm Business Agricultural or Residential tenancy or a Lease at full value relating to commercial premises) at any time arising within a period of twenty years from the date hereof the Transferee or his successors in title will pay to the Council 50% of the difference between the value of the Property or the relevant part thereof at the date of a disposition but only with the benefit of any planning consent or established planning use now existing and the value of the Property or such part thereof at the date of such disposition arising at any time within such twenty year period forthwith payable on the happening of any of the following events:-

Continuation sheet  of

(Insert sheet number and total number of continuation sheets e.g. "sheet 1 of 3")

Crown Copyright LR/FU/096 5/98

1. Continued from Form

TR1

Title number(s)

2. Before each continuation, state panel to be continued, e.g. "Panel 12 continued".

**Panel 12 continued**

6.1.1 A disposition with the benefit of a Planning Permission granted after the date hereof for the conversion of farm buildings to residential user

6.1.2 A disposition with the benefit of a Planning Permission granted after the date hereof for any residential or any commercial development other than a disposition with the benefit of a Planning Permission for the use of land as garden land or as a paddock

6.1.3. A disposition of any farm buildings with the benefit of a Planning Permission granted after the date hereof for a change of use to that of a commercial purpose

SAVE THAT the parties hereto agree that in calculating the said sum payable to the Transferor there shall be deducted sums equal to 50% of the professional fees and disbursements incurred by the Transferee in connection with a disposition and with the obtaining of such Planning Permission and 50% of the cost of obtaining any necessary release or consent under the terms of the Green Belt Deed

PROVIDED THAT any dispute arising out of the provisions of this clause 6.1 shall be referred on the application of either party to the determination of an Independent Chartered Surveyor to be forthwith agreed between the parties to act as an expert or in the case of the parties not being able to agree the appointment of such a Surveyor such dispute shall be determined by an Independent Chartered Surveyor to be appointed on the application of the Transferor or the Transferee or their successors in title by the President of The Royal Institution of Chartered Surveyors or any body into which the said body may be merged or reconstructed or by a person appointed on behalf of the said President and the person so appointed shall act as an expert alone for the purposes of the said determination and the fees of such an expert shall be borne by the Transferor and the Transferee or their successors in title as the said expert shall so decide. The expert shall afford the Transferor and the Transferee or their successors in title an opportunity to make written representations to him and he shall issue his decision to the Transferor and the Transferee or their successors in title within 30 days of being appointed If the person so appointed to act as an expert by the parties or by the President for the time being of the Royal Institution of Chartered Surveyors or the person acting on his behalf shall die delay or become unwilling or incapable of acting or if for any reason the said President or the person acting on his behalf in his absolute discretion think fit he may discharge such expert and appoint another in his place

Continuation sheet  of

(Insert sheet number and total number of continuation sheets e.g. "sheet 1 of 3")

Crown Copyright LR/FU/096 5/98

1. Continued from Form

TR1

Title number(s)

2. Before each continuation, state panel to be continued, e.g. "Panel 12 continued".

**Panel 12 continued**

6.2 The Transferee for himself and his successors in title FURTHER COVENANTS with the Transferor:-

6.2.1. In the event that the Transferee or his successors in title shall obtain a Planning Permission for any of the uses contained in the clauses 6.1.1 6.1.2 and 6.1.3 above then the Transferee or his successors in title shall notify the Transferor within 28 days of receipt of such Planning Permission

6.2.2. The Transferee shall not sell or transfer or otherwise dispose of the Property to any part thereof within twenty years from the date hereof without having prior to or contemporaneously with the sale or transfer or other disposition obtained a Deed of Covenant directly with the Transferor to observe and perform the covenants contained in this Schedule at the expense of the Transferee which Deed of Covenant will include a covenant from the incoming transferee that any future disposal will be subject to a like covenant being interest into by the person to whom such a disposal is made with the Transferor in respect of the future observance and performance of the covenants contained in this Schedule

6.2.3. The parties hereto apply to the Chief Land Registrar to enter a Restriction on the Register of the Title to the Property that except under an Order of the Land Registrar no dealing or disposition with the Property is to be registered unless a certificate is lodged by a Solicitor or Licensed Conveyancer confirming that the Deed of Covenant required by clause 6.2.2 of this Transfer has been entered into directly with the Transferor

7. It is agreed and declared that the liability of the Transferee in respect of any covenant or obligation in favour of the Transferor arising from the terms of this Transfer shall not exceed that which can be secured by that part of the Winterthur Life Self Administered Personal Pension Scheme which comprises the property to which this Transfer relates and any assets directly relating thereto

Continuation sheet  of

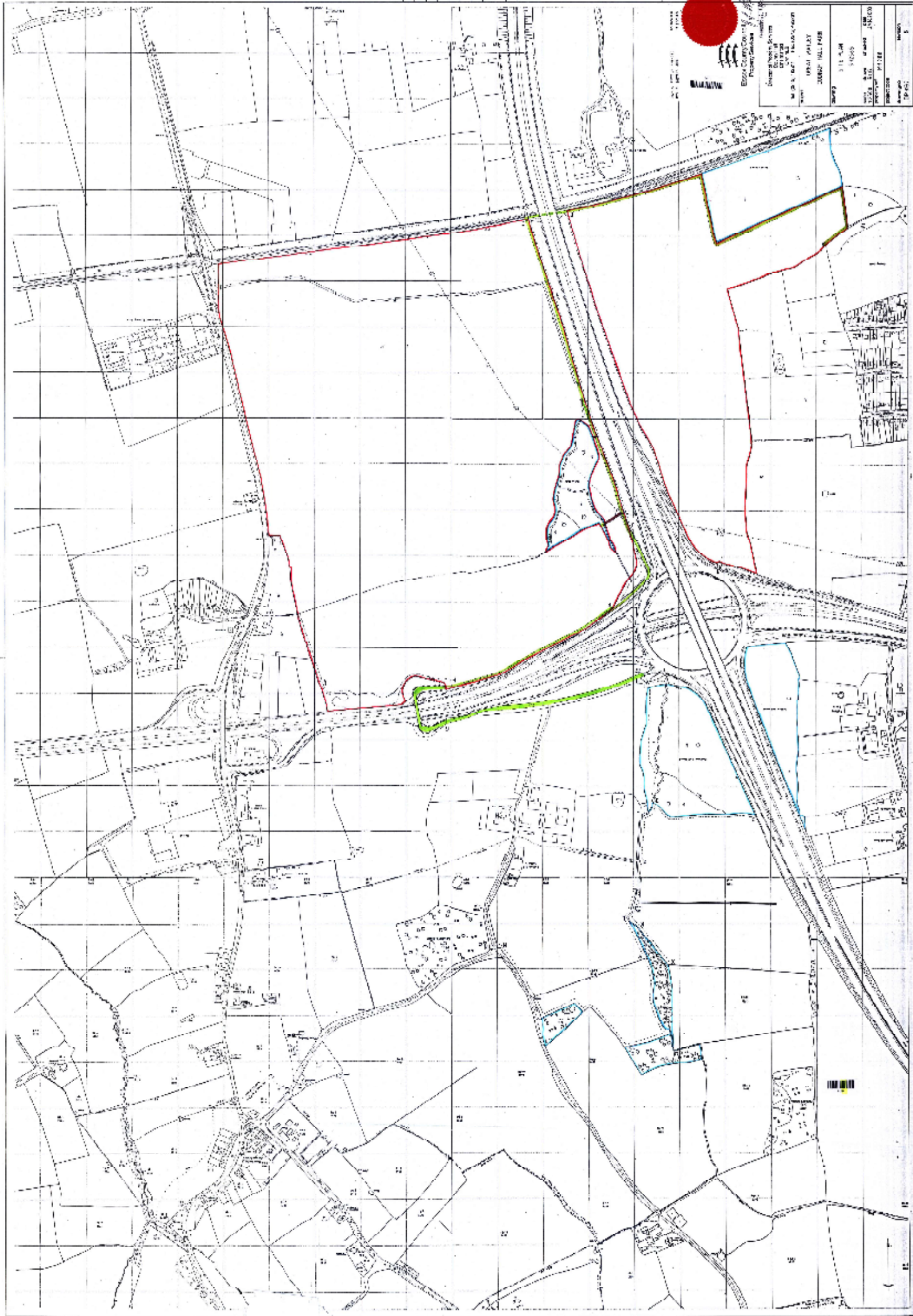
(Insert sheet number and total number of continuation sheets e.g. "sheet 1 of 3")

Crown Copyright LR/FU/096 5/98



BARCELONA

EDGE COUNTY PLANS  
PROJECT NUMBER 111-4-24  
DATE 11/11/05  
DRAWN BY J. J. HARRIS  
CHECKED BY J. J. HARRIS  
SCALE 1" = 400'  
SHEET NO. 111-4-24  
TOTAL SHEETS 111-4-24  
PROJECT TITLE 111-4-24  
DATE 11/11/05  
DRAWN BY J. J. HARRIS  
CHECKED BY J. J. HARRIS









CS 15.0

Chelmsford

STRUTT &  
PARKER 

C S Padfield Esq

E-Mail  
Our Ref

standparker.co.uk

27<sup>th</sup> July 2004

Dear Christopher

**M25 - Access**

I can confirm that I have received an undertaking from the agent to the Highways Agency regarding the new licence and the payment of £5,000 to you.

They are instructing their solicitors to produce a licence, which they will send to me for approval on my return to the office on the 23<sup>rd</sup> August 2004. The original undertaking I have received in the meantime protects your position.

Kind regards.

Yours sincerely



Chelmsford



E-Mail  
Our Ref

23<sup>rd</sup> July 2004

Dear Christopher

**M25 Licence - payments**

I write to confirm our conversation on Wednesday 21<sup>st</sup> July and that I have informed the Highways Agency your subject to contract agreement for a ten week extension for the sum of £5,000. I have asked them to send me the documentation for checking prior to your signing.

You asked for me to detail the payments you should have received so you could confirm these and these are set out in the table below:

Date	Amount
9 December 2002	£15,000
8 <sup>th</sup> June 2003	£ 7,500
9 <sup>th</sup> September 2003	£ 2,500
2 <sup>nd</sup> February 2004	£ 6,000
2 <sup>nd</sup> February 2004	£ 150 (interest payment to recognise late payment of previous amounts)
26 <sup>th</sup> April 2004	£ 5,000
26 <sup>th</sup> April 2004	£ 737.31 (Strutt & Parker fee paid to you)

5/2/03  
20/8/03  
24/2/04  
25/5/04  
24/2/04  
25/5/04  
25/5/04

Should you not have received any of these amount please do let me know. The amounts will have been paid either directly from the Highways Agency, Lambert Smith Hampton/W S Atkins or Eversheds.

Yours sincerely

A S Creed



Coval Hall Chelmsford Essex CM1 2QF  
Telephone: 01245 258201 Facsimile 01245 254685  
DX 121930 Chelmsford 6  
www.struttandparker.com



International Property Consultants

**Fax Transmission**

To: Christopher Padfield Fax No. 01277 234499

From: Alexander Creed

Date: 26<sup>th</sup> April 2004

No. of pages including this one: two

**Message:**

Dear Christopher

**Highways Agency - M25 Repairs**

Further to our discussions the Highways Agency have confirmed that they will require access to the site until Friday 23<sup>rd</sup> July 2004. They will be making a payment of £11,000.00 (eleven thousand pounds) direct to your bank account. This is the original payment of £6000 plus additional payment at £500 per week for ten weeks. Should they require access for longer then they are liable to make on-going weekly payments.

I also attach an amended Strutt and Parker fee account, the monies for which will be transferred with your payment directly to you. This is lower than the previous one as the Highways Agency will now only pay part of our account as the job is now continuing. We will get the balance later! I would be grateful if you could settle in due course.

I am told that the money should be transferred to you in the next 10-14 days, please let me know if it does not arrive.

Kind regards

Yours sincerely

[Redacted signature block]

Please contact the sender if you require a copy sent by post

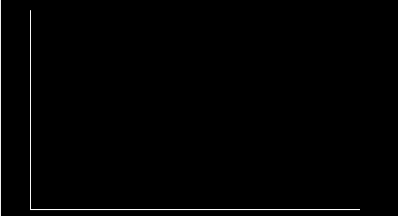
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Eversheds LLP  
1 Callaghan Square  
Cardiff  
CF10 5BT

Tel +44 (0) 29 2047 1147  
Fax +44 (0) 29 2046 4347  
DX 33016 Cardiff  
Web www.eversheds.com



Mr C Padfield



Date 20 May 2004

Your Ref

Our Ref MADDOCK/060646-000228/HA127



Dear Sir

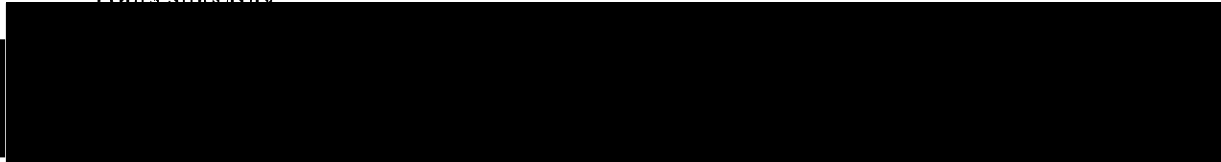
**M25 JUNCTION 29: FRANKS FARM  
LICENCE FOR ACCESS  
OUR CLIENT - THE HIGHWAYS AGENCY**

We act on behalf of the Highways Agency in respect of the above.

We enclose our cheque in the sum of £11,737.31 representing the following:

Compensation	£11,000.00
Surveyor's fees	£ 627.50
VAT on Surveyor's fees	<u>£ 109.81</u>
	<b>£11,737.31</b>

Yours sincerely



Karen Maddocks  
for EVERSLEDS LLP

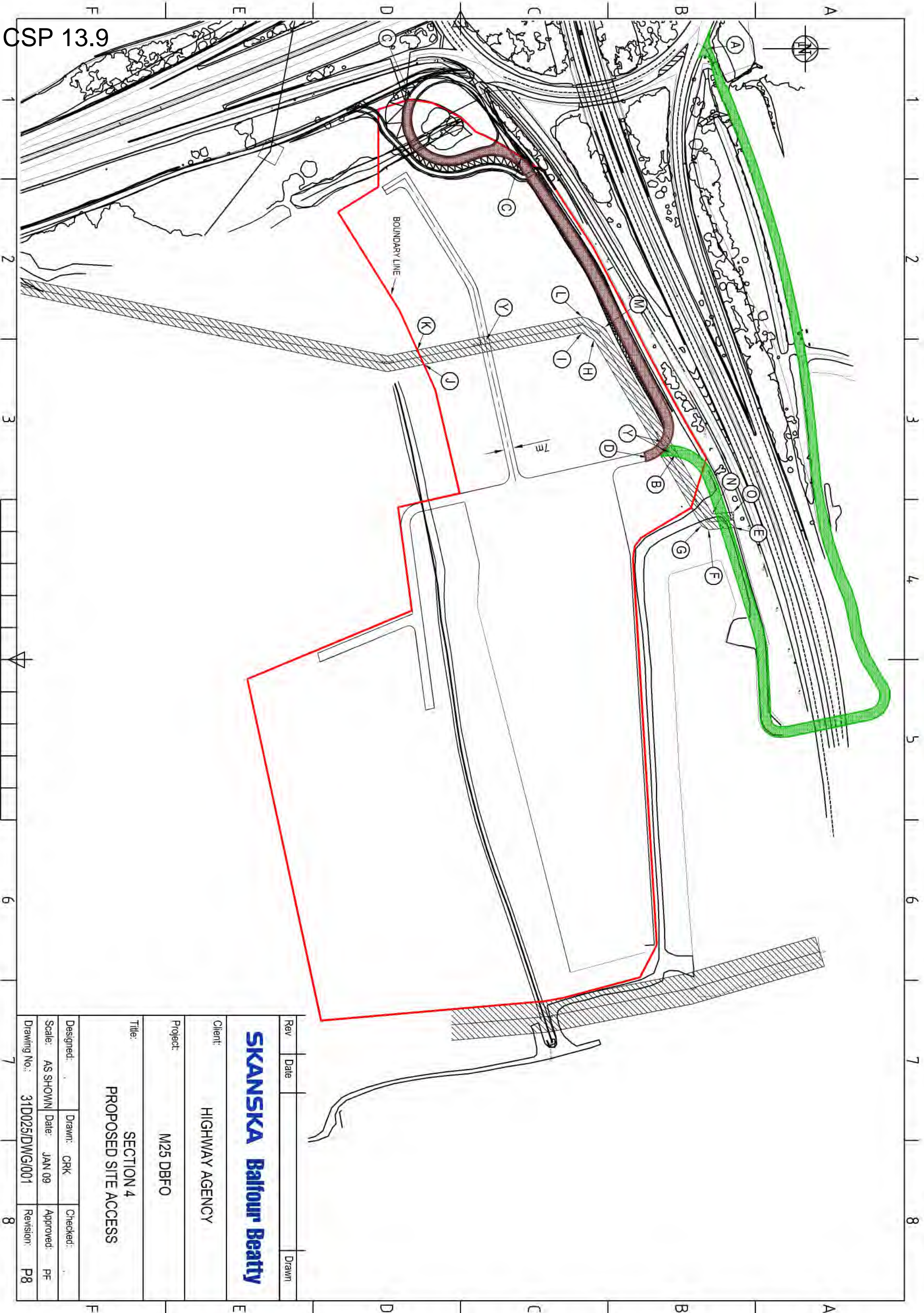


INVESTOR IN PEOPLE

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car\_jib\1017709\1\maddock





Rev	Date	Drawn
<b>SKANSKA Balfour Beatty</b>		
HIGHWAY AGENCY		
Client:		
Project:	M25 DBFO	
Title:	SECTION 4 PROPOSED SITE ACCESS	
Designed:	Drawn: CRK	Checked:
Scale: AS SHOWN	Date: JAN 09	Approved: PF
Drawing No.: 31D025/DWG/001	Revision:	P8



Safe roads, reliable journeys, informed travellers

[REDACTED]  
Our ref: 544586  
Your ref:

[REDACTED]  
Thomas Whittingham  
Asset Manager - M25 SE Quadrant  
Room 3A  
Federated House  
London Road  
Dorking RH4 1SZ

Mr Christopher Scott Padfield  
[REDACTED]

[REDACTED]  
1 May 2014

Dear Mr Padfield

**HIGHWAYS ACT 1980, SECTION 278  
TRAFFIC SIGNALS AT ACCESS TO CODHAM HALL FARM**

Please find enclosed two copies of the Section 278 Highways Act 1980 agreement signed by the Highways Agency M25 Divisional Director, Simon Jones. This allows the traffic signals at the M25 Jct 29 roundabout, highlighted red on the plan, to be used to access the land with existing and agreed usage, namely a) existing farmland and b) the existing material storage, recycling and distribution facility, and for no other use.

If content, can you sign both copies of the Section 278 agreement, retaining one signed copy for yourself, and returning one signed copy to me.

I will arrange for the Highways Agency accounts department to issue you with an invoice at the end of each financial year for the sum of £1,000, or pro-rata payment to reflect the proportion of the year when the signals were operational.

[REDACTED]  
M25 DBFO Asset Manager  
Email: [REDACTED]@highways.gsi.gov.uk





Safer roads. Reliable journeys. Informed travellers.

Highways Agency  
Federated House  
London Road  
Dorking  
RH4 1SZ

Christopher Scott Padfield



HA Ref: 544586  
HA Contact: Thomas Whittingham



1 May 2014

Dear Mr Padfield

**HIGHWAYS ACT 1980, SECTION 278  
TRAFFIC SIGNALS AT ACCESS TO CODHAM HALL FARM**

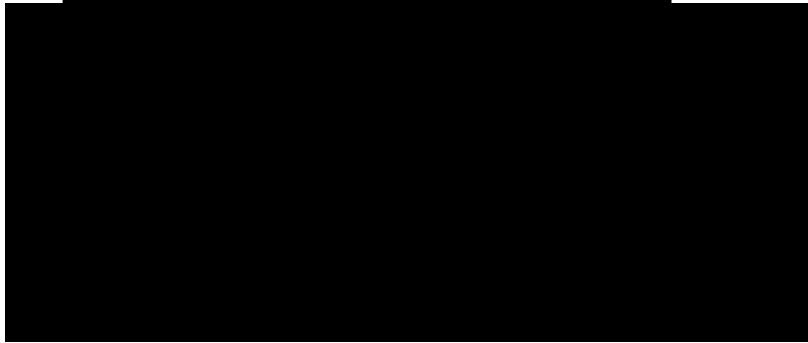
I set out below the terms on which the Secretary of State for Transport (the "Secretary of State") is prepared to continue to carry out maintenance of the traffic light signals (the "signals") described in the schedule and shown on Plan No. 544586 attached to this Agreement, for the purpose of facilitating access to the site at Codham Hall Farm owned by Christopher Scott Padfield (the "Landowner").

1. The Landowner will on accepting the terms of this Agreement pay to the Secretary of State an annual sum of £1,000 (ONE THOUSAND POUNDS) ("the annual maintenance charge") being the cost to the Secretary of State of maintaining the signals situated on his land until the end of their working life.
2. The annual maintenance charge shall be payable by the Landowner in arrears into an account nominated by the Secretary of State, with the first such payment due on 31 March 2015 and subsequent payments due on each anniversary of that date.
3. In the event that the signals should become life expired part way through a year, then the Landowner shall not be obliged to pay the annual £1,000 charge but shall instead make a pro-rata payment to reflect the proportion of the year when the signals were in fact operational.

4. (a) It is agreed that the signals are and will remain at all times the property of the Secretary of State, who shall be entitled to remove them in any of the following circumstances:
- (i) upon service of 3 months written notice on the Landowner; or
  - (ii) upon non-payment of the annual maintenance charge in accordance with clause 2 above.
- (b) Non-payment under clause 4(a)(ii) shall be regarded as a fundamental breach of this Agreement and if the outstanding payment is not settled within 28 days of a letter of demand, then the Secretary of State shall be entitled to terminate the Agreement forthwith and remove the signals on only 2 months written notice.
5. The Secretary of State shall bear the cost of removal and disposal of the signals whenever executed, following which the Landowner is released from his obligation to continue to pay the annual maintenance charge.

This Agreement is made pursuant to section 278 of the Highways Act 1980 and the Secretary of State is satisfied that this Agreement will be of benefit to the public.

I would be grateful if you could indicate your acceptance of the foregoing terms and conditions by having a copy of this Agreement and plan duly signed and returned to me please.



Christopher Scott Padfield hereby accepts the foregoing offer and requests the Secretary of State to continue to carry out the maintenance of the traffic light signals on the terms and conditions set out in this Agreement including the payment of a £1,000 annual maintenance charge. Copies of the plan and schedule are enclosed with the original of this agreement.

Signature



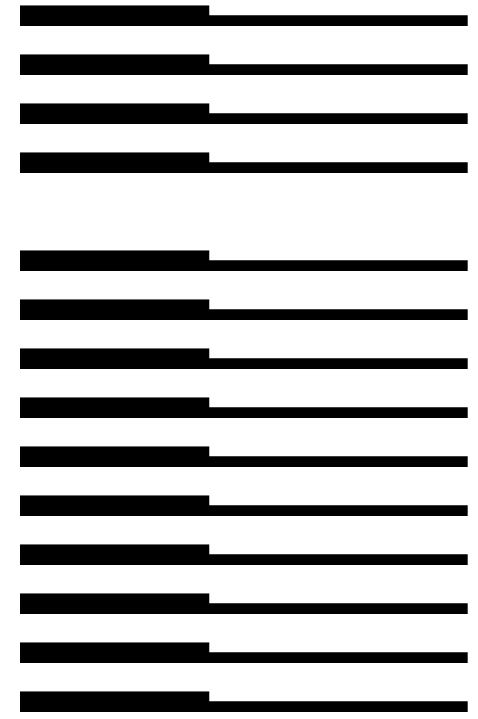
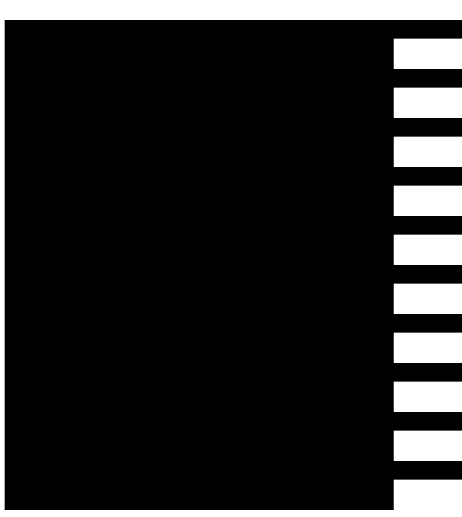
Christopher Scott Padfield

Date: 20<sup>th</sup> May 2014

S278 Agreement - M25 Jct 29 Codham Hall Farm Access



Plan Ref: 544586



## **Schedule of Works**

The works to be carried out comprise the ongoing maintenance of the traffic light signals shown on the attached Plan No. 544586. This will include the carrying out of regular inspections and small scale repairs in order to keep the signals in working order for as long as possible. However, should the signals become life expired; the Secretary of State will not be required to carry out major repairs or to replace the signals. In those circumstances, he will be entitled to remove them.

**Developments Affecting Trunk Roads and Special Roads  
Highways Agency Response to an Application for Planning Permission**

From: Divisional Director, Network Delivery and Development, M25 DBFO, Highways Agency.

To: Essex County Council

Council's Reference: ESS/07/13/BRW

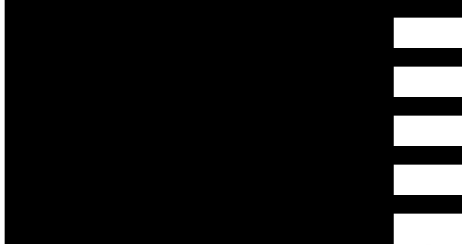
Referring to the notification of a planning application dated 27 June 2013, your reference ESS/07/13/BRW, in connection with the M25 Motorway at Codham Hall Farm, Great Warley, for use of the site as a material storage, recycling and distribution facility, notice is hereby given under the Town and Country Planning (Development Management Procedure) (England) Order 2010 that the Secretary of State for Transport:-

- ~~a) offers no objection;~~
- ~~b) advises that planning permission should either be refused, or granted only subject to conditions~~
- c) directs conditions to be attached to any planning permission which may be granted;
- ~~d) directs that planning permission is not granted for an indefinite period of time;~~
- ~~e) directs that planning permission not be granted for a specified period (see Annex A).~~

*(delete as appropriate)*

**Signed by authority of the Secretary of State for**

Date: 10 January 2014	Signature
Name: Clive Cooper	Position
<b>The Highways Agency:</b> 3A Federated House, London road, Dorking, Surrey, RH4 1SZ.	



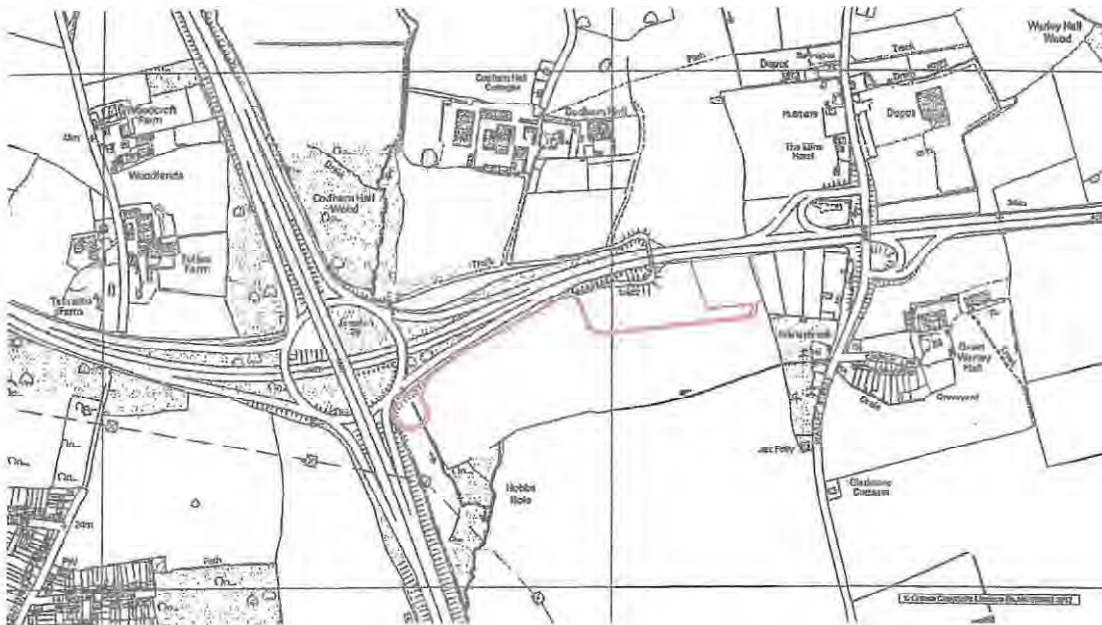
**Condition(s) to be attached to any grant of planning permission:**

That the access to the south of the M25 Junction 29 roundabout, highlighted in red on the site location plan, can only be used to access land with existing and agreed usage, namely a) existing farmland and b) the existing material storage, recycling and distribution facility, and for no other use.

To ensure that there is no unauthorised use of the access and unauthorised increase in trip generation on land accessing the road network through the junction.

The applicant shall enter into an agreement to undertake agreed works and maintenance at the current roundabout access to ensure the efficient and reliable operation of the traffic signals at the access.

**Site location plan:**



**Reason(s) for the direction given at b), c) or d) overleaf and the period of time for a direction at e) when directing that the application is not granted for a specified period:**



**Christopher Padfield**

---

**From:** Whittingham, Thomas <[REDACTED]@highways.gsi.gov.uk>  
**Sent:** 12 June 2014 16:28  
**To:** 'Michael Aves'  
**Cc:** Graham McCall; 'Christopher Padfield'  
**Subject:** RE: Forefront Utilities - Application ESS/07/13/BRW  
**Attachments:** S278 Agreement - Mr Christopher Padfield M25 Jct 29 Codham Hall Farm Access - Signed 1 May 2014.pdf

Michael

I have received a copy of the signed agreement, scanned copy attached, and Christopher will receive an invoice for £1,000, pro-rata from when the agreement was signed on Thursday 1 May 2014 until 31 March 2015, around March/April 2015.

Thanks  
Tommy

**Thomas Whittingham, Asset Manager - M25 SE Quadrant**  
Highways Agency | Federated House | London Road | Dorking | RH4 1SZ

[REDACTED]

Safe roads, reliable journeys, informed travellers  
Highways Agency, an executive agency of the Department for Transport.

**From:** Michael Aves <[REDACTED]>  
**Sent:** 12 June 2014 16:28  
**To:** Whittingham, Thomas  
**Cc:** Graham McCall; 'Christopher Padfield'  
**Subject:** Forefront Utilities - Application ESS/07/13/BRW

Dear Tommy

I understand from Christopher that he sent the signed agreement back to you three weeks ago. Can you please give me an update?

Michael Aves

The information contained in this e-mail and any attachment is confidential. Internet e-mail is not a secure medium, so please observe this lack of security when e-mailing us. This e-mail is intended only for the named recipient(s). If you are not the intended recipient, please notify the sender immediately and do not disclose the contents to another person, or take copies. We cannot accept liability for any loss or damage caused by software viruses.

Michael Aves

[REDACTED]

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CSP 13.11

ATKINS

# M25 J29 Brentwood Enterprise Park

Stage 1 Road Safety Audit  
St Modwen/Highways England

February 2017



# Notice

This document and its contents have been prepared and are intended solely for Highways England's information and use in relation to the Stage 1 Road Safety Audit carried out on proposals for Brentwood Enterprise Park at the M25/A127 Codham Hall Interchange.

Atkins Limited assumes no responsibility to any other party in respect of or arising out of or in connection with this document and/or its contents.

This document has 16 pages including the cover.

## Document history

Job number: 5143675-204			Document ref: 5143675-204-RSA1-v2.0			
Revision	Purpose description	Originated	Checked	Reviewed	Authorised	Date
Rev 1.0	Draft Report	MRG	PA	AJP	MRG	22/12/16
Rev 2.0	Final Report	MRG	PA	MRG	MRG	01/02/17

## Client signoff

Client	St Modwen/Highways England
Project	M25 J29 Brentwood Enterprise Park
Job no.	5143675-204
Location	P:\GBCMA\HandT\TSol\AI\Projects\1284000 - RS support to Connect Plus Services\M25\M25 J29 Brentwood Enterprise Park\Report\M25 J29 Brentwood Enterprise Park RSA 1 (Final).docx

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# 1. Introduction

- 1.1. This report was produced as a result of a Stage 1 Road Safety Audit (RSA) carried out on the proposals for Brentwood Enterprise Park at M25/A127 J29 Codham Hall Interchange at the request of the Steve Katesmark, Atkins Transportation, Euston Tower, London. The Audit was carried out in December 2016.
- 1.2. The proposals lie within Brentwood Borough in Essex along with the A127 east facing slip roads whilst the M25 north and south facing slip roads and J29 roundabout lie within the London Borough of Havering (LBoH) and are maintained by Highways England. The A127 west facing slip roads lie within LBoH and are maintained by TfL. The A127 east facing slip roads are maintained by Essex County Council.
- 1.3. The RSA Team membership approved by David Bowie on behalf of Janice Burgess, the Overseeing Organisation Project Sponsor, was as follows:
  - **Mark Gregory** BSc MSc MCIHT MSoRSA - Senior Road Safety Consultant, Atkins Limited (Transportation: Civils South East)  
(Certificate of Competency in Road Safety Audit gained in August 2013) and
  - **Peter Affolter** BSc MCIHT – Principal Road Safety Consultant, Atkins Limited (Transportation: Civils South East).
- 1.4. The Road Safety Audit took place at Atkins' Chelmsford Offices in December 2016. The Road Safety Audit was undertaken in accordance with the Road Safety Audit Brief (entitled 'Brentwood Enterprise Park proposed access improvements off J29 of M25', 18<sup>th</sup> November 2016 and revised version 20<sup>th</sup> December 2016) supplied by Steve Katesmark of Atkins and approved by David Bowie, Overseeing Organisation Project Sponsor's Representative, Highways England, Guildford, Surrey. The Road Safety Audit comprised an examination of the documents supplied with the brief in Appendix A. These documents consisted of a transport appraisal, collision data, collision analysis and plans showing the proposal.
- 1.5. The Audit Team visited the site together on the late morning of Wednesday 14<sup>th</sup> December 2016 between 11:00 and 11:45. The weather was sunny and cold; the road surface was dry. Traffic conditions for this junction were moderate and free-flowing.
- 1.6. The terms of reference for the RSA are as detailed in HD 19/15. The Road Safety Audit Team has examined and reported only on the road safety implications of the scheme as presented and has not examined or verified the compliance of the design to any other criteria.
- 1.7. The locations of the problems identified are shown on the proposed access and improvements drawing.
- 1.8. The scheme proposal uses the existing M25 works compound access/egress arrangements to provide suitable vehicular access to the proposed development. The existing signalled controlled node on the south eastern corner of the roundabout would continue to operate under a three-stage control as it does presently.

- 1.9. Other proposed improvements to the roundabout include the following: -
- signalisation of the two remaining main arms (M25 northbound and A127 eastbound off-slip roads);
  - provision of a third lane within the existing circulatory carriageway width on the southern and western sides;
  - widening of the A127 westbound off-slip to provide additional lanes;
  - widening of the circulatory carriageway on the east side to provide a flared approach with short fourth lane between the A127 underbridge and the stop line;
  - provide a length of hatching on the A127 eastbound entry to the roundabout so that two lanes of traffic enter the roundabout where it is currently possible for three lanes;
  - the provision of a pedestrian and cycle link into the site from the footway/cycleway along the southside of the A127 westbound carriageway, and
  - realignment and possible diversion of the existing bridleway currently running through the site.

## 2. Items Raised at this Stage 1 Road Safety Audit

### ALIGNMENT

#### 2.1. PROBLEM

Drawing: M401-006 & Figure 1 (Internal Layout)

Location A: Access to development

Summary: Two lane entry with tight radius

The exiting entry into the depot is being widened to provide a two-lane entry into the Enterprise Park. The tight radius (40m) of the two-lane access road shown on drawing M401-006 could lead to road users losing control, particularly motor cyclists and large vehicles possibly crossing into the offside lane resulting in the potential for side-swipe collisions with other vehicles entering the access.

Furthermore, the internal layout drawing shows planting on both sides of the access road which, combined with the bend, could restrict road users' visibility to NMUs waiting or crossing the access road, leading to vehicle-NMU collisions.

### RECOMMENDATION

It is recommended that vehicle swept paths are undertaken for large vehicles likely to be entering the Enterprise Park to determine whether overrun of the offside lane is likely and the geometry of the access road is altered accordingly.

It is also recommended that sightlines to the NMU crossing are maximised by reducing the height of any planting.

### THE JUNCTIONS

#### 2.2. PROBLEM

Drawing: M401-006

Location B: M25 northbound off-slip road and A127 eastbound off-slip

Summary: Restricted visibility to signal heads

It is proposed to signalise the M25 northbound and A127 eastbound off slip roads. The entry radius to the roundabout means that the nearside signal heads will be sited well to the left of the view of approaching road users, see Figure 2-1 overleaf. The existing vegetation, signs and lamp columns will exacerbate the visibility to the nearside signal heads. Consequently, there is a risk of road users in the nearside lane failing to comply with the traffic signals, resulting in nose-to-tail collisions or conflicts with vehicles negotiating the roundabout.



Figure 2-1 M25 northbound off-slip towards the roundabout

### **RECOMMENDATION**

It is recommended that vegetation is trimmed back on both slip road approaches, the location of existing signs and lighting columns reviewed/relocated and double height signal heads provided on the offside for the primary and secondary signals. To be visible it is likely that the secondary signal heads will have to be located on the slip road rather than the circulatory area.

### 2.3. **PROBLEM**

Drawing: M401-006

Location C: Southeast section of the circulatory area of the roundabout

Summary: Insufficient width to island

The proposed island on the circulatory area in the southeast section of the roundabout is 1.5m wide. Although, the traffic signal details are not available to the Audit Team at this stage it is likely that more than one signal head will have to be located on the same signal pole to cater for road users on different approaches to the roundabout. Consequently, there is a risk of the signals equipment being struck by passing vehicles.

### **RECOMMENDATION**

It is recommended that the island is designed to be wide enough to accommodate the necessary signal equipment and allow for the 450mm lateral vehicle clearance for passing vehicles.

## **NON MOTORISED USERS (NMUs)**

### **2.4. PROBLEM**

Drawing: M401-006

Location D: M25 northbound and southbound off-slip roads

Summary: Restricted visibility to Non Motorised Users

Drawing M401-006 shows pedestrian studs across the existing signalised southbound and proposed signalised northbound M25 off slip roads. Due to the entry radius of both slip roads the pedestrians/pedal cyclists waiting on the nearside will be masked by vegetation, lamp columns and signs, see also Problem 2.1. The Transport Appraisal states that a Travel Plan will be implemented to promote walking and cycling. It is unknown whether these crossing points will be signalised. An increase in NMUs at these crossing points could mean a greater risk of vehicle – NMUs collisions.

### **RECOMMENDATION**

It is recommended that visibility improvements are undertaken and these crossing points are signalised.

### **2.5. PROBLEM**

Drawing: M401-006

Location E: Circulatory area of the roundabout

Summary: Reduced footway widths for NMUs

The circulatory carriageway is being widened in several places. From drawing M401-006 provided there will be a reduced width footway adjacent to the circulatory carriageway at the M25 northern and southern underbridges.

The Transport Appraisal states that a Travel Plan will be implemented to promote walking and cycling. Should NMU activity increase, particularly cycling, given the reduced width footway and allowing for vehicle restraint systems, there is a risk of conflicts between vehicles and NMUs on the footway and NMUs being vulnerable to passing vehicles and colliding with structures.

In addition, the new diverted footway/cycleway that crosses the new access and M25 southbound on-slip road is close to the carriageway where the slip road radius has been tightened, making waiting pedestrians vulnerable to being hit by passing vehicles.

### **RECOMMENDATION**

It is recommended that the footway/cycleway widths are appropriate for anticipated usage and that there is protection for NMUs on the footway near the M25 southbound on-slip road.

### **2.6. PROBLEM**

Drawing: M401-006 & Figure 1 (Internal Layout)

Location F: NMU routes within site

Summary: Potential for NMU-vehicle conflicts

The existing shared footway/cycleway on the A127 westbound off-slip road and the bridleway are being diverted. Two potential crossings are proposed for equestrians to cross the access and egress for the Enterprise Park. Combining the information on the two drawings:



- there does not appear to be a holding area for horses at the crossings;
- the left turns for northbound horses and riders appear tight to access the crossings;
- there is no separation for pedestrians and cyclists from equestrians, and
- the width of the footway/cycleway/bridleway south of the egress from the development does not appear wide enough for all NMUs.

These factors could lead to conflicts between different types of NMUs on the routes and between equestrians and vehicles at the crossings.

### **RECOMMENDATION**

It is recommended that the appropriate widths are provided for the NMU facilities, holding areas are provided for equestrian crossings with wide enough turning areas for horse riders.

## **2.7. PROBLEM**

Drawing: M401-006

Location G: A127 northern footway/cycleway

Summary: No route to Enterprise Park

With a potential increase in NMU usage, there is no route for NMUs to access the Enterprise Park from the A127 northern footway to the east of J29 as the verge and footway on the eastern side of the interchange are removed. On the west side of J29, there is a footway link between the A127 west entry and exit arms but no designated crossing point across the newly signalised A127 eastbound entry.

The Travel Plan will promote increased NMU activity. Without clear signing and designated routes there is a risk of vehicle-NMU conflicts when NMUs attempt to access the Enterprise Park on the eastern side of the roundabout.

### **RECOMMENDATION**

It is recommended that as part of the NMU process, the NMU routes are considered to/from the Enterprise Park to/from the A127 northern side footway. Options could include signalised crossing of the A127 eastbound on-slip, and providing signing for diverted routes.

## **SIGNING AND STREET LIGHTING**

## **2.8. PROBLEM**

Drawing: M401-006

Location H: A127 westbound off-slip road

Summary: Potential for sudden lane changes

The A127 westbound off-slip road is widened to three lanes and then four lanes with the nearside as two left-turn lanes (lane one for the Enterprise Park and lane 2 for the M25 south). For certain road users, the natural instinct will be to take lane 1 on the four-lane section even though they intend to travel to the M25 south. At busy times the road markings will be obscured by stationary vehicles. If these road users try and continue to the M25 south from lane 1, there is a risk of side-swipe collisions as they approach the M25 southbound on-slip road.

### **RECOMMENDATION**

It is recommended that wicket type signing is provided adjacent to the westbound off-slip road.

2.9. **PROBLEM**

Drawing: M401-006

Location I: Circulatory carriageway on the eastern side of the roundabout

Summary: Potential for sudden lane changes

The circulatory area on the eastern side of the roundabout is being widened to three lanes and then four lanes with the two nearside lanes shown for the Enterprise Park. For certain road users, the natural instinct will be to take lane 1 even though they intend to travel to the M25 south. At busy times the road markings will be obscured by stationary vehicles. If these road users try and continue to the M25 south from lane 1 or 2, they will be prevented by the new island and there is a risk of side-swipe collisions before the M25 southbound on-slip road.

**RECOMMENDATION**

It is recommended that wicket type signing is provided adjacent to the eastern side of the circulatory carriageway.

2.10. **PROBLEM**

Drawing: M401-006

Location J: Circulatory area near development proposal

Summary: Confusion over road markings

There is a proliferation of road markings in the vicinity of the access, the M25 westbound off-slip road and southbound on-slip road. Although, the intention is to indicate the path to reach the various destinations, it is considered that there are too many markings which could lead to road user confusion, hesitation, sudden lane changing with the potential for side-swipe and nose-to-tail collisions.

Furthermore, it might not be physically possible to fit in the proposed wording in the lane widths available.

**RECOMMENDATION**

It is recommended that the road markings are simplified.

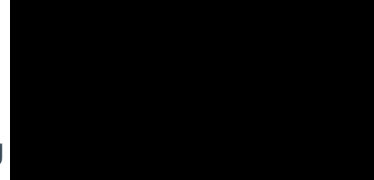
### 3. Audit Team Statement

We certify that this Road Safety Audit has been carried out in accordance with HD 19/15.

#### Road Safety Audit Team Leader

Mark Gregory BSc MSc MCHIT MSoRSA

Sig



Senior Road Safety Consultant

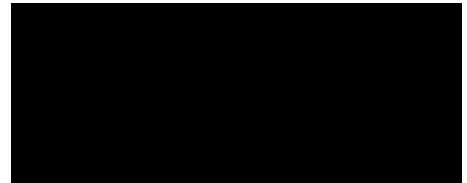
Date: 1<sup>st</sup> February 2017

Atkins Limited  
Elizabeth House  
28 Baddow Road  
Chelmsford  
Essex  
CM2 0DG

#### Road Safety Audit Team Member

Peter Affolter BSc MCIHT

Signed:



Principal Road Safety Consultant

Date: 1<sup>st</sup> February 2017

Atkins Limited  
Elizabeth House  
28 Baddow Road  
Chelmsford  
Essex  
CM2 0DG

# Appendices



# Appendix A.

## A.1. Drawings/documents provided for this Stage 1 Road Safety Audit

- Report Ref No. M401-01 - Proposed Employment Allocation Land South of Codham Hall, Brentwood, Essex – Transport Appraisal, October 2013
- Drawing Reference: M401-006 – Proposed Access & Improvements to M25 Junction 29, September 2013
- Drawing Reference: Figure 1 - Land South of Codham Hall, Brentwood, Essex, September 2013
- Drawing reference: St. Modwen Enhanced Outline Master Plan (showing internal layout of development)
- Technical Note: M25 J29 Collision Analysis, 12<sup>th</sup> December 2016
- KeyACCIDENT outputs, full collision details, stick diagrams and collision plot, December 2016.

## **Appendix B.**

### **B.1. Drawing showing the locations of the problems identified at this Stage 1 Road Safety Audit**

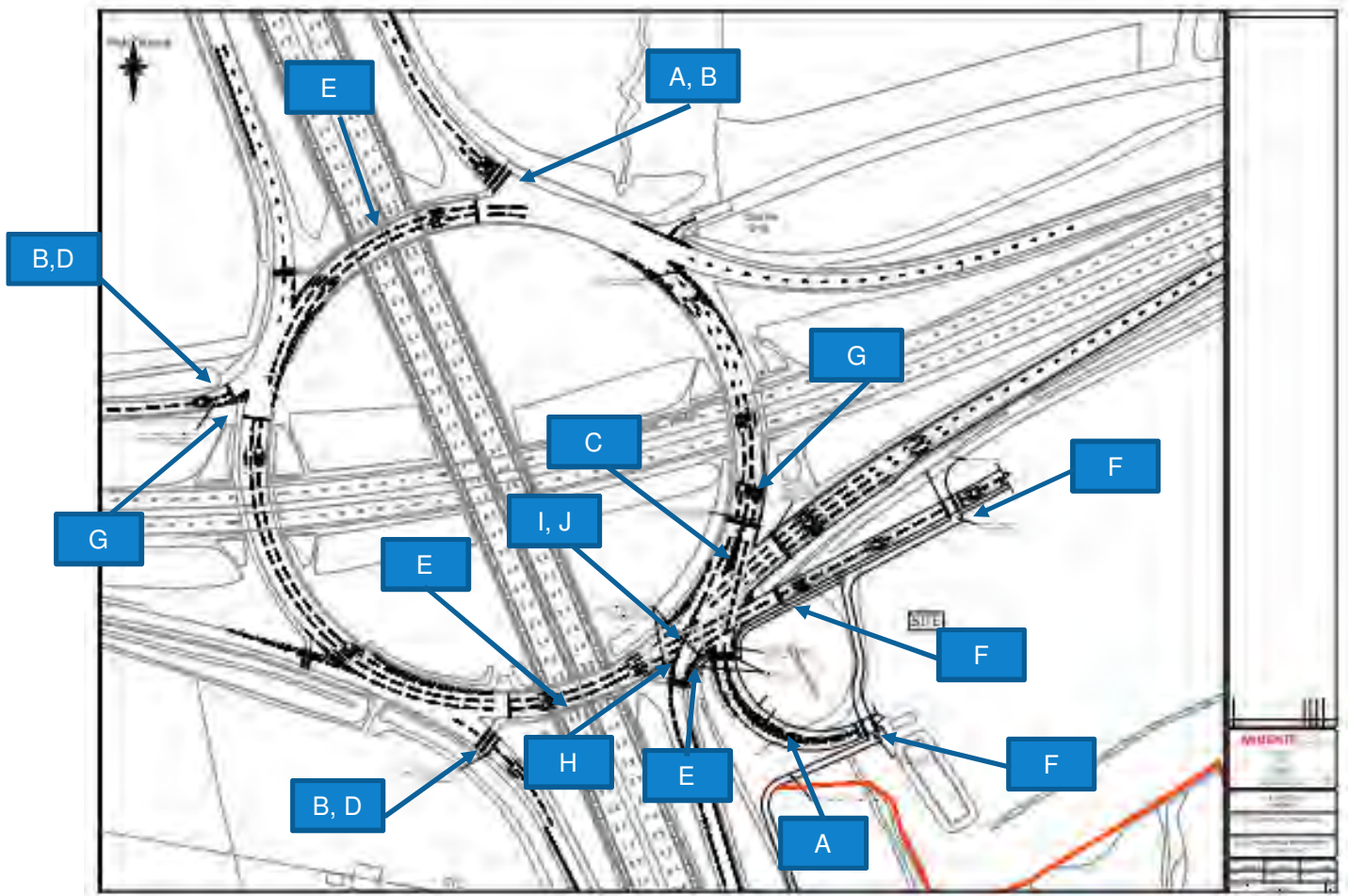


Figure B-1 Problem Locations

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28 Baddow Road  
Chelmsford  
Essex  
CM2 0DG

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**Application Red Line Boundary**  
 Area: 43.75 Hectares (108.12 Acres)



<b>D</b>	Boundary confirmed.	LAH	AJL	12.05.23
<b>C</b>	Drawing updated to suit latest internal road alignment Site boundary updated.	LBR	AJL	28.03.23
<b>B</b>	Boundaries confirmed.	LBR	AJL	06.01.22
<b>A</b>	Initial Issue rev amendments	LBR	AJL	29.11.21 by ckd date

**Brentwood Enterprise Park**

**Site Location Plan**

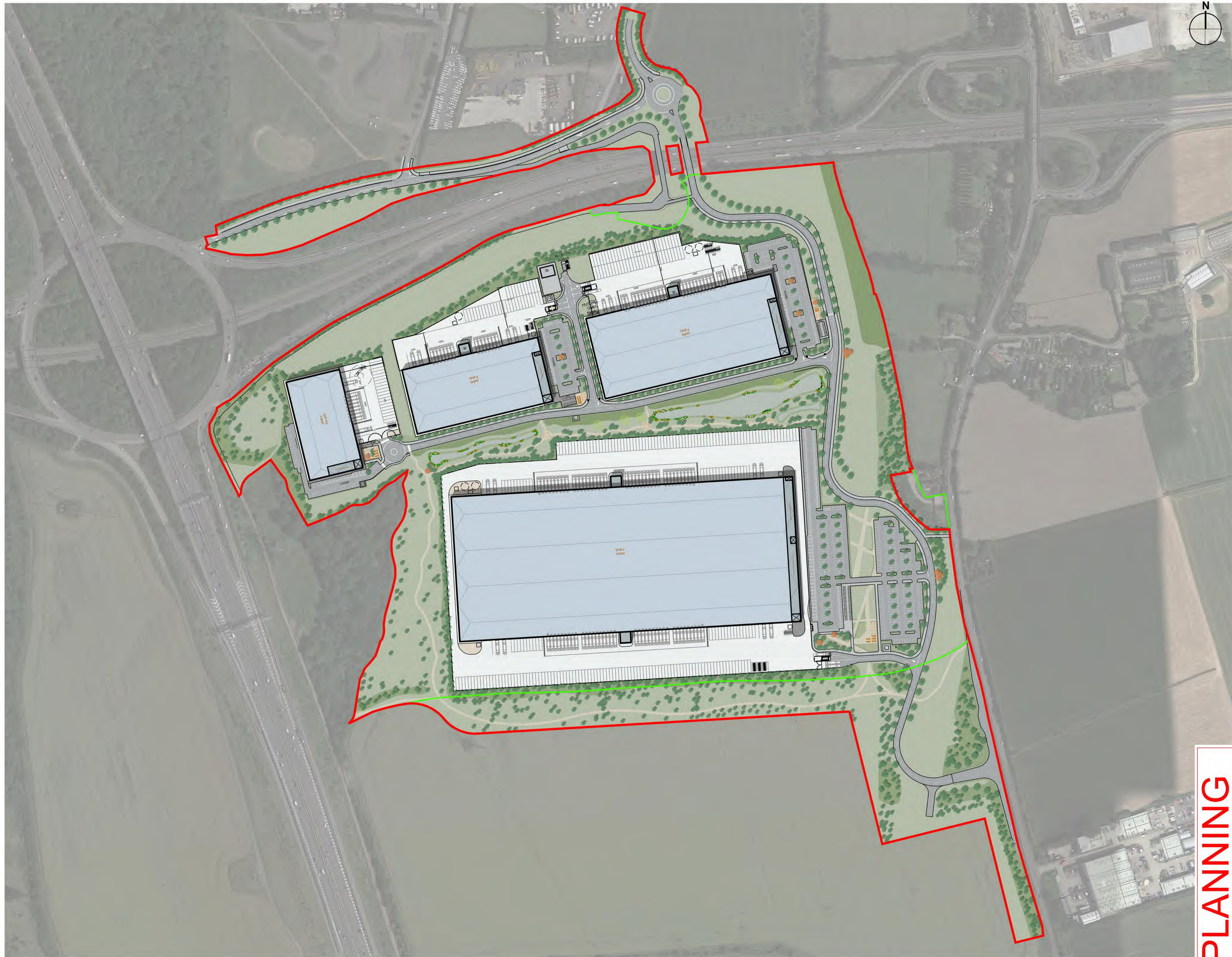


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Drawing Status:	Planning
Drawn / Checked:	LBR / AJL
Date:	29/11/2021
Scale:	1:2000 A1

St. Modwen Drawing Ref:	
Drawing no:	Revision:
<b>19296</b>	<b>P0001</b>
	<b>D</b>

**PLANNING**  
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 - All relevant drawings and specifications should be read in conjunction with this drawing.

**SCHEDULE OF ACCOMMODATION**  
**(Gross Internal Area)**

<b>Unit 1</b>	
Warehouse Area	- 684,884 sq ft (63,628m <sup>2</sup> )
Office (2 storey)	- 36,028 sq ft (3,347m <sup>2</sup> )
(Incl. GF Core)	
Plant Deck	- 17,538 sq ft (1,629m <sup>2</sup> )
Transport Office	- 6,390 sq ft (592m <sup>2</sup> )
Gatehouse	- 260 sq ft (24m <sup>2</sup> )
<b>Total Area</b>	- <b>745,100 sq ft (69,220m<sup>2</sup>)</b>

<b>Unit 2</b>	
Warehouse Area	- 74,588 sq ft (6,929m <sup>2</sup> )
Office (1 storey)	- 5,194 sq ft (482m <sup>2</sup> )
(Incl. GF Core)	
Plant Deck	- 4,165 sq ft (387m <sup>2</sup> )
<b>Total Area</b>	- <b>83,947 sq ft (7,798m<sup>2</sup>)</b>

<b>Unit 3</b>	
Warehouse Area	- 124,940 sq ft (11,607m <sup>2</sup> )
Office (1 storey)	- 7,219 sq ft (670m <sup>2</sup> )
(Incl. GF Core)	
Transport Office	- 3,195 sq ft (296m <sup>2</sup> )
Plant Deck	- 6,197 sq ft (576m <sup>2</sup> )
<b>Total Area</b>	- <b>141,551 sq ft (13,149m<sup>2</sup>)</b>

<b>Unit 4</b>	
Warehouse Area	- 214,805 sq ft (19,956m <sup>2</sup> )
Office (2 storey)	- 14,784 sq ft (1,373m <sup>2</sup> )
(Incl. GF Core)	
Plant Deck	- 6,995 sq ft (650m <sup>2</sup> )
Transport Office	- 3,195 sq ft (296m <sup>2</sup> )
Gatehouse	- 260 sq ft (24m <sup>2</sup> )
<b>Total Area</b>	- <b>240,039 sq ft (22,299m<sup>2</sup>)</b>

<b>Total Area</b>	- <b>1,210,637 sq ft (112,466m<sup>2</sup>)</b>
-------------------	---

**Application Red Line Boundary**  
 Area: 43.75 Hectares (108.12 Acres)

**Extent of E11 Boundary**  
 Area: 35.5 Hectares (87.7 Acres)

L	Amended to suit updated landscape masterplan	LBR	AJL	25.05.23
K	Amended to suit updated planning boundary	LBR	AJL	15.05.23
J	Drawing updated to suit latest internal road alignment Site boundary updated	LBR	AJL	28.03.23
H	Drawing reverted to planning layout	LBR	AJL	16.02.23
G	Landscaping amended to suit updated masterplan	LBR	AJL	15.02.23
F	Landscaping amended to suit updated masterplan	LBR	AJL	24.01.23
E	Unit 2 Car parking arrangement and associated landscaping amended to suit visibility splays	LBR	AJL	05.12.22
D	Unit 1 Car parking arrangement amended	LBR	AJL	30.11.22
C	Estate road amended to suit gas pipeline and Unit 1 car park updated to suit Unit 2 car park amended to suit woodland buffer	LBR	TDA	18.08.22
B	Landscaping amended to suit updated masterplan	LBR	AJL	05.01.22
A	Initial Issue	LBR	AJL	13.12.21
rev	amendments	by	ckd	date

**Brentwood Enterprise Park**

**Proposed Masterplan**



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 +44 (0)1636 653027 +44 (0)1636 653010 info@umcarchitects.com

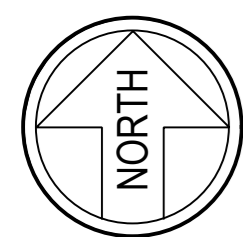
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Drawn / Checked:	LBR / AJL
Date:	13/12/2021
Scale:	1:2000 A1

St. Modwen Drawing Ref:	
Drawing no:	Revision:
19296	P0003 L

**Proposed Masterplan**

10m SCALE 1:2000

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EXISTING FOOTPATH

LTC LAND USE PLAN - MARCH 2022

E11 BOUNDARY

EXISTING BRIDLEWAY

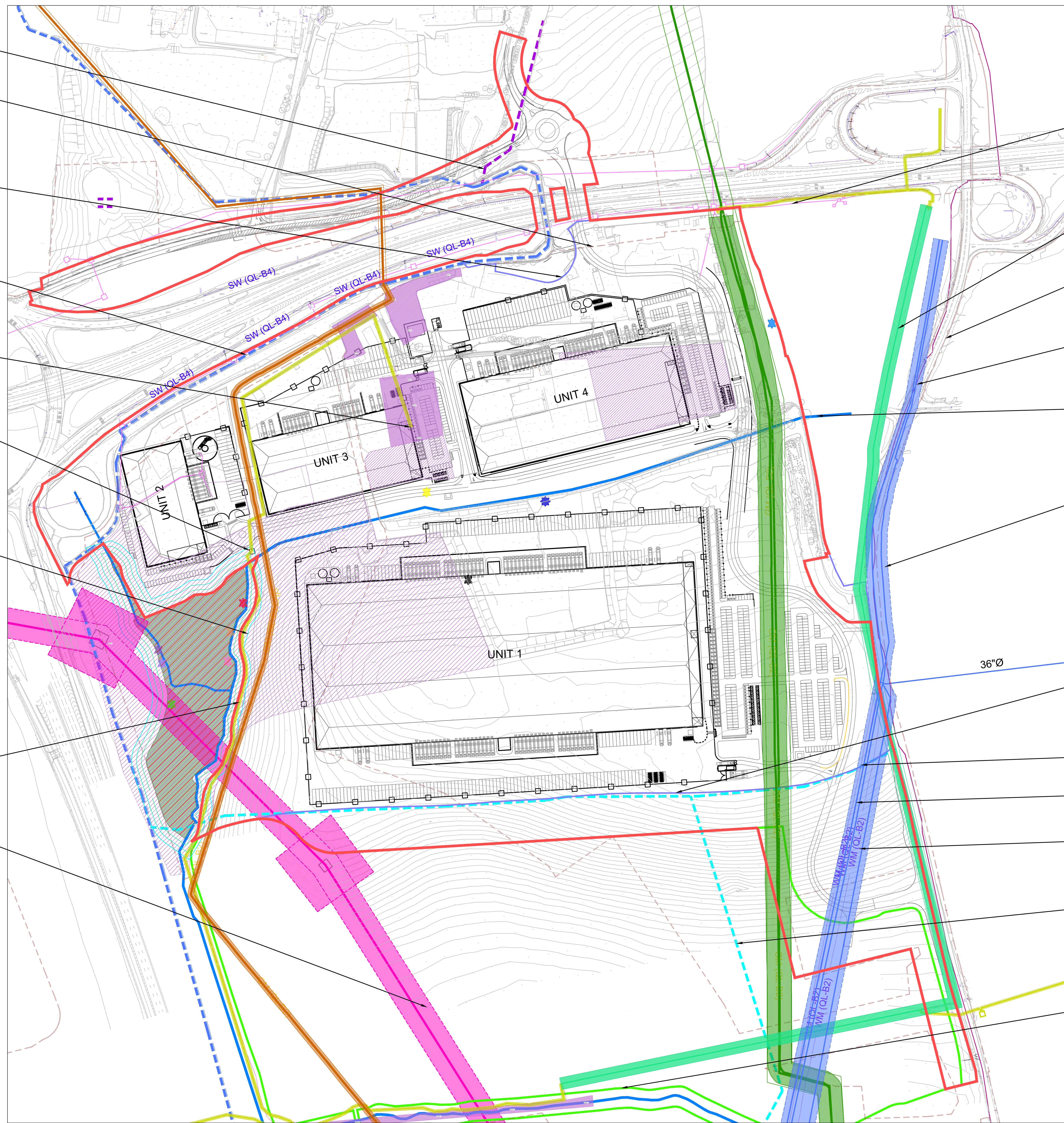
MONET SUBSTATION

PICASSO SUBSTATION

WOODLAND BUFFER ZONE

UNDERGROUND 11V CABLE

OVERHEAD POWERLINES



BT DUCT LINE

POLE MOUNTED 11V CABLE

LTC LAND USE PLAN - MARCH 2022

ZAYO TELECOMS FIBRE DUCT LINE

WATERCOURSE / DRAIN / DITCH

WATER MAIN LOCATION

E11 BOUNDARY

32"Ø

15"Ø

900mmØ

EXISTING PRoW

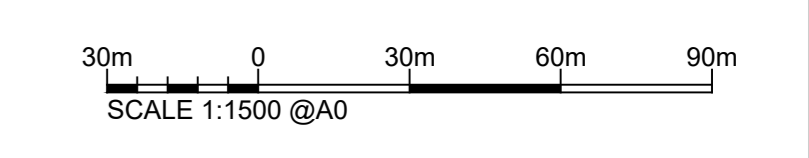
SOUTH PLOT BOUNDARY

- KEY**
- Hybrid Application Red Line Boundary Area:
  - LTC Land Use Plan - M25 J29 Extract - March 2022
  - South Plot Boundary
  - Extent of E11 Boundary
  - Existing Bridleway
  - Existing PRoW
  - Existing Footpath
  - Watercourse/Drain/Ditch
  - Gas Main - High pressure gas main easement is 24.4m, 12.2m either side of the pipe
  - Gas Main - Medium pressure gas main easement is 6.1m, 3.05m either side of the pipe
  - Overhead Powerlines
  - Water Main Location easement is 12.0m, 6.0m, either side of the pipe
  - Underground 11v cable easement is 3.0m, 1.5m either side of the cable
  - Pole mounted 11v cable easement is 12.0m, 6.0m either side of the cable
  - BT Cable line
  - Zayo Telecoms Fibre duct line

- KEY- Badger Survey**
- ✖ Fox Den
  - ✖ Rabbit hole
  - ✖ Set A (main)
  - ✖ Set B (annexe)
  - ✖ Set C (outlier)
  - ✖ Set D (outlier)
  - ✖ Set E (disused outlier)
  - ✖ Set F (disused annexe sett)
  - ✖ Set G (suspected outlier)
  - ✖ Snuffle hole
  - ✖ Hobbs hole

UXO SURVEY NEEDS TO BE CARRIED OUT

utilities that could not be surveyed



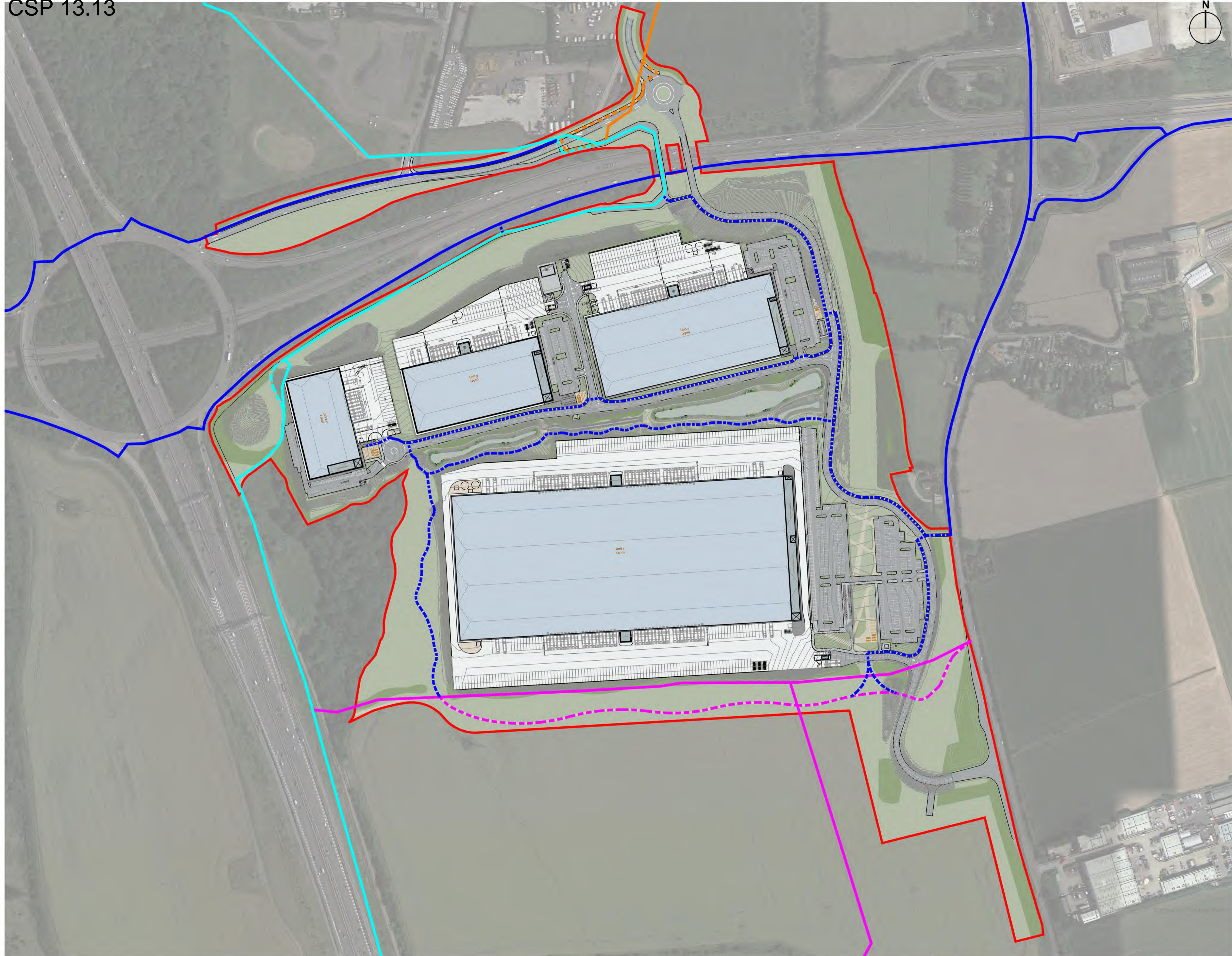
P2	MFP	20.02.23	ISSUED FOR PLANNING
P1	HA	20.02.23	ISSUED FOR PLANNING

**HR**

Kingston Office  
4th Floor, Beville House  
33 Elm Street  
Kingston upon Thames  
Surrey KT1 1BE  
United Kingdom

T: +44 (0)20 8339 8006  
E: info@hr.com  
W: www.hr.com

Project Name <b>BRENTWOOD ENTERPRISE PARK BRENTWOOD</b>			
Drawing Title <b>SITE CONSTRAINTS PLAN PROPOSED DEVELOPMENT</b>			
Prepared by Information    Priority    Approval    Tender    Construction    Report Date    Other			
Date <b>JUNE22</b>	Drawn by <b>HA</b>	Scale <b>1:1500 @ A0</b>	Checked <b>ZA</b>
Drawing Number <b>20-081D_706</b>			Rev. <b>P2</b>



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 - All relevant drawings and specifications should be read in conjunction with this drawing.

- Application Red Line Boundary  
Area: 43.75 Hectares (108.12 Acres)
- Existing Bridleway
- - - Proposed Bridleway Diversion
- Existing Footpath
- - - Proposed Footpath Diversion
- Existing Public Right of Way
- - - Proposed Public Right of Way Diversion
- Existing Pedestrian/ Cycle link Routes
- - - Proposed Pedestrian/ Cycle link Routes  
onsite cycle routes to be 3m wide tarmac surfaced paths

D	Updated to suit landscaping and boundary	LBR	AJL	25.05.23
C	Updated to identify existing and proposed pedestrian/ cycle links	LBR	AJL	22.02.23
B	Updated to include A127 westbound slip road cycle route at the B186 junction	LBR	AJL	31.01.23
A	Initial Issue	LBR	AJL	24.01.23
rev	amendments	by	ckd	date

**Brentwood Enterprise Park**

**Pedestrian and Cycle Routes Plan**

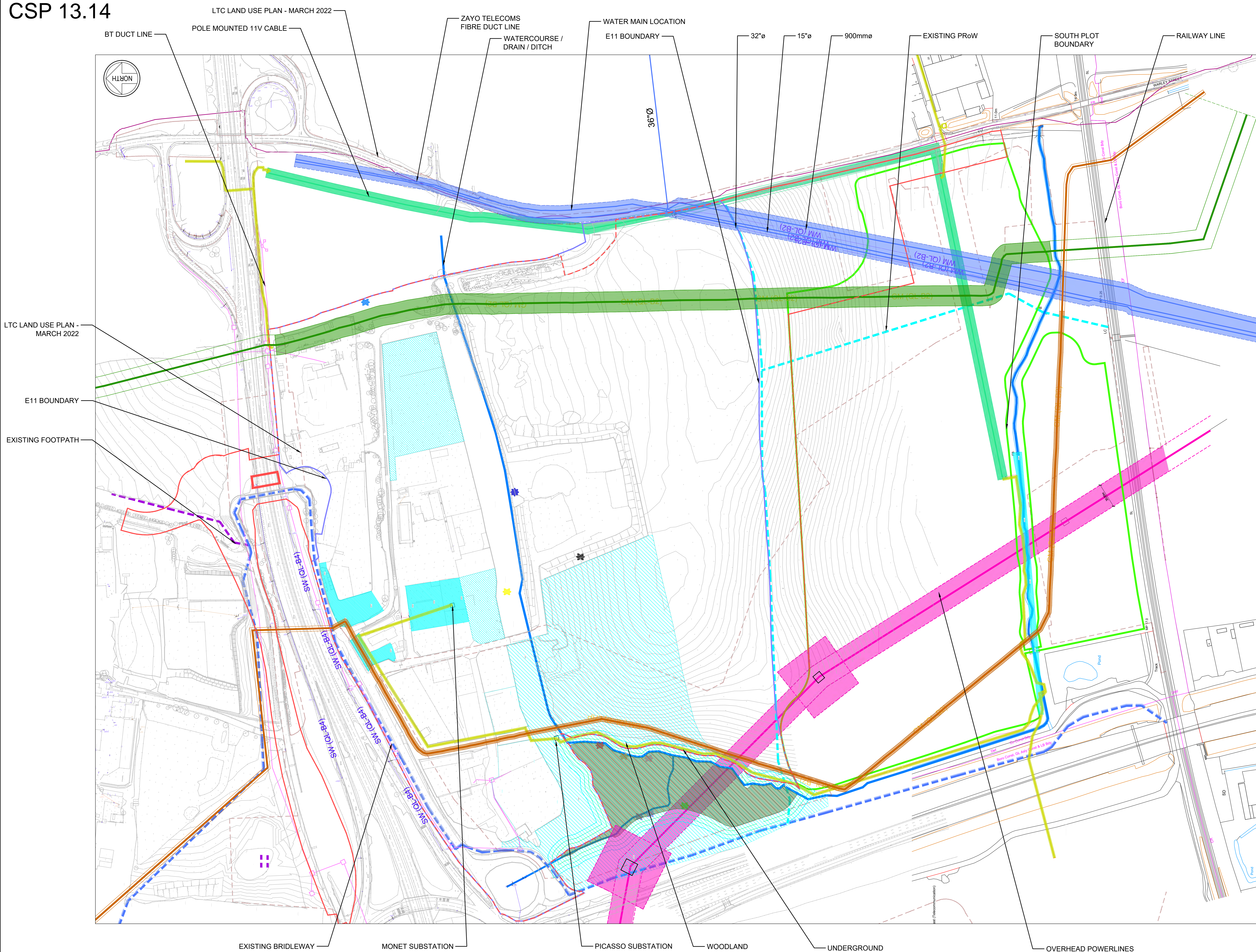


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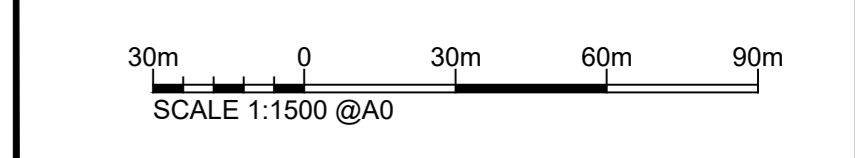
St. Modwen Drawing Ref:	
Drawing no:	Revision:
19296	SK0029
	D

# CSP 13.14



- KEY**
- Hybrid Application Red Line Boundary Area:
  - LTC Land Use Plan - M25 J29 Extract - March 2022
  - South Plot Boundary
  - Extent of E11 Boundary
  - Existing Bridleway
  - Existing PRoW
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  - Gas Main - Medium pressure gas main easement is 6.1m, 3.05m either side of the pipe
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  - BT Cable line
  - Zayo Telecoms Fibre duct line

- KEY- Badger Survey**
- ✖ Fox Den
  - ✖ Rabbit hole
  - ✖ Set A (main)
  - ✖ Set B (annexe)
  - ✖ Set C (outlier)
  - ✖ Set D (outlier)
  - ✖ Set E (disused outlier)
  - ✖ Set F (disused annexe sett)
  - ✖ Set G (suspected outlier)
  - ✖ Snuffle hole
  - ✖ Hobbs hole
- ⚠ UXO SURVEY NEEDS TO BE CARRIED OUT
- utilities that could not be surveyed



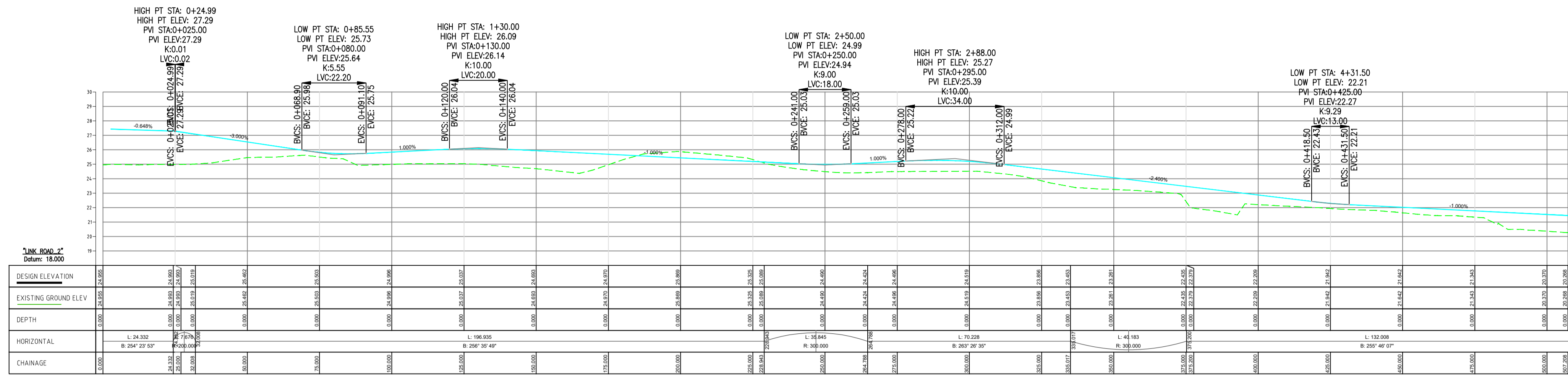
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P3	HA	20.02.23	UPDATED GPR SURVEY
P2	HA	18.01.23	SITE EXTENDED TO INCLUDE RAILWAY LINE
P1	HA	11.22	ISSUED FOR PLANNING

**HR**

Kingston Office  
4th Floor, Beville House  
33 Elm Street  
Kingston upon Thames  
Surrey KT1 1BE  
United Kingdom

Tel: +44 (0)20 8339 9006  
E: info@hr.com  
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<b>BRENTWOOD</b>			
<b>SITE CONSTRAINTS PLAN</b>			
<b>EXISTING SERVICES</b>			
Preparation of Issue: <input type="radio"/> Preliminary <input checked="" type="radio"/> Approval <input type="radio"/> Tender <input type="radio"/> Construction <input type="radio"/> Record Copy <input type="radio"/>			
Date Issued: JUNE22	Client: HA	Scale: 1:1500 @ A0	Checked: ZA
Drawing Number: 20-081D_705	Rev: 1	Author: ZA	Plot: P4



LINK ROAD-2 ( STA. 0+000 TO 0+507)  
 (Scale 1:1000 Horizontal / 1:50 vertical)

- ALL DIMENSIONS IN THIS DRAWING ARE IN MILLIMETERS UNLESS SPECIFIED
- DRAWING BASED ON TOPOGRAPHICAL SURVEY: SURVEY SOLUTIONS. DWG NO: 34443BWLS-01 TO 34443BWLS-12 DATED: OCTOBER 2021
- THE PROPOSED DEVELOPMENT PLAN IS BASED ON ARCHITECTURAL SITE PLAN BY UMC ARCHITECTS
- DO NOT SCALE FROM THIS DRAWING. WORK TO DIMENSIONS OR CO-ORDINATES PROVIDED.
- FOR GENERAL ARRANGEMENT REFER TO DRAWING No. 20-081D\_421 TO 20-081D\_424
- FOR TYPICAL ROAD CROSS SECTIONS REFER TO DRAWING No. 20-081D\_470
- FOR DRAINAGE LAYOUT REFER DRAWING 20-081D\_480 TO 20-081D\_483
- FOR VEHICLE TRACKING PLANS REFER DRAWING 20-081D\_500 TO 20-081D\_502
- FOR VISIBILITY CHECK PLANS REFER DRAWING 20-081D\_503 TO 20-081D\_505

Rev	Tech	Date	Description
P3	BG	19.08.22	UPDATED VERTICAL ALIGNMENT
P2	HA	03.02.22	ISSUED FOR PLANNING
P1	HA	19.01.22	ISSUED FOR PLANNING

**BR** Bradbrook Consulting

Kingston Office  
 4th Floor, Neville House  
 55 Eden Street  
 Kingston upon Thames  
 Surrey, KT1 1BW  
 United Kingdom

T: +44 (0)20 8339 9006  
 E: info@bradbrookconsulting.com  
 W: www.bradbrookconsulting.com

Client

Project Title  
**BRENTWOOD ENTERPRISES PARK  
 BRENTWOOD**

Drawing Title  
**ONSITE HIGHWAY WORKS  
 PROPOSED VERTICAL ALIGNMENT LINK ROAD-2**

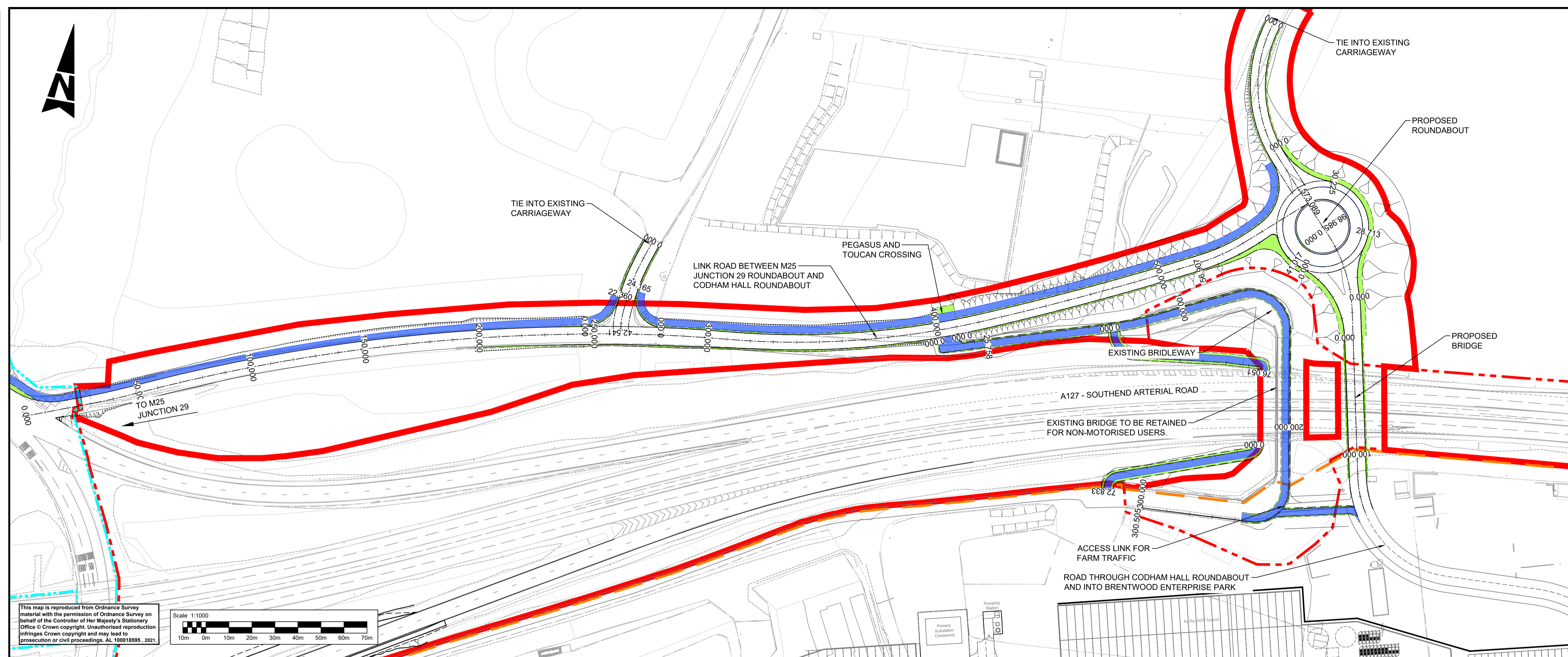
Purpose of Issue  
 Information  Preliminary  Approval  Tender  Construction  Record Copy

First Issue Date	Drawn By	Scale	Checked
JAN '22	HA	AS SHOWN	MR

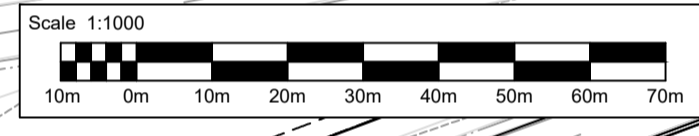
Drawing Number  
**20-081 / 441**

Rev.  
**P3**

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0 10  
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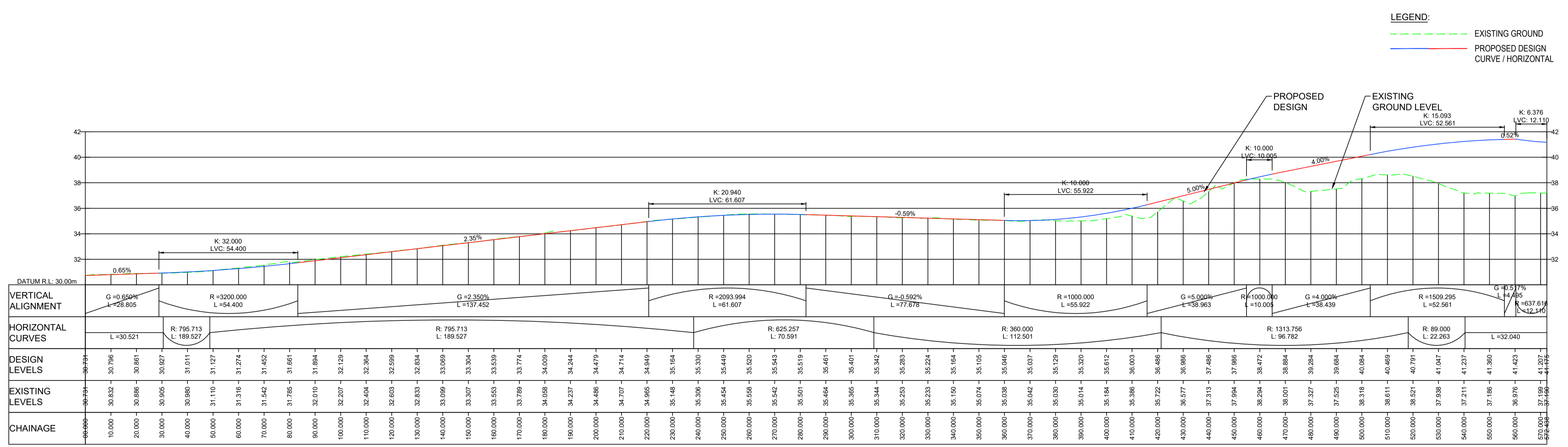


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  2. ALL MEASUREMENTS ARE IN METRES UNLESS STATED OTHERWISE
  3. DESIGN OF JUNCTION IMPROVEMENTS ARE SUBJECT TO DETAILED DESIGN.
  4. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH DRG. NO. BEP-ATK-HML\_ZZ-DR-CH-000006.
- LEGEND:
- OS MAPPING
  - TOPOGRAPHICAL SURVEY
  - PROPOSED SHARED FOOTWAY / CYCLEWAY
  - INDICATIVE VERGE
  - HIGHWAYS ENGLAND BOUNDARY
  - ESSEX COUNTY COUNCIL BOUNDARY
  - BRENTWOOD ENTERPRISE PARK BOUNDARY
  - PLANNING RED LINE BOUNDARY

**SAFETY, HEALTH AND ENVIRONMENTAL INFORMATION**

In addition to the hazards/risks normally associated with the types of work detailed on this drawing, note the following significant residual risks (Reference shall also be made to the design hazard log).

Construction	None
Maintenance / Cleaning	None
Use	None
Decommissioning / Demolition	None



**LINK ROAD BETWEEN M25 JUNCTION 29 ROUNDABOUT AND CODHAM HALL ROUNDABOUT - LONGITUDINAL PROFILE**  
1:1000 (HORIZONTAL) 1:200 (VERTICAL)

Description	Status	Revision	Drawn	Checked	Reviewed	Authorised	Issue Date
FOR PLANNING	A1	CO1	RM	DT	EM	AM	09/12/21
FOR INFORMATION	A1	CO2	GO	MF	AR	AR	26/05/23

APPROVED - PUBLISHED A1

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Woodcote Grove  
Ashley Road  
Epsom  
Surrey  
KT18 5BW  
Tel: +44 (0)1372 726140  
Fax: +44 (0)1372 740055  
www.atkinsglobal.com

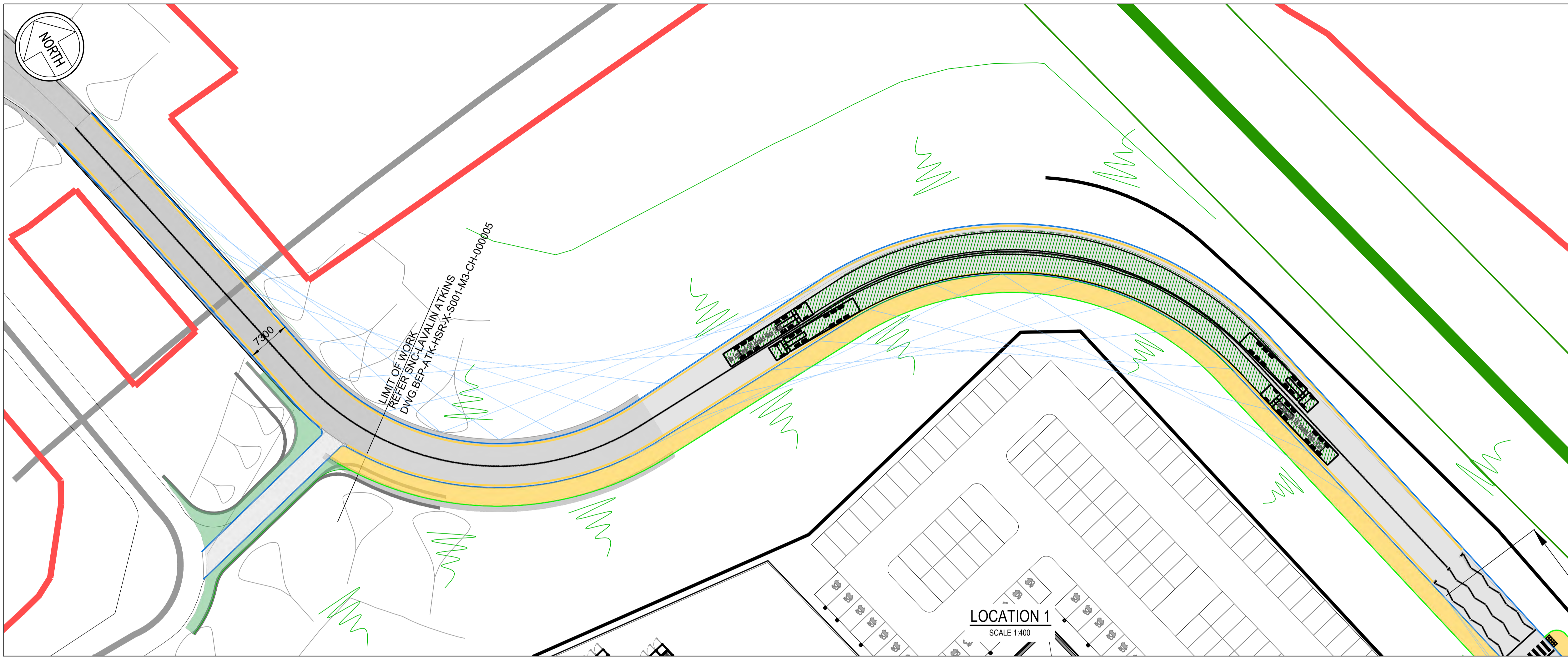
Client

**ST.MODWEN**

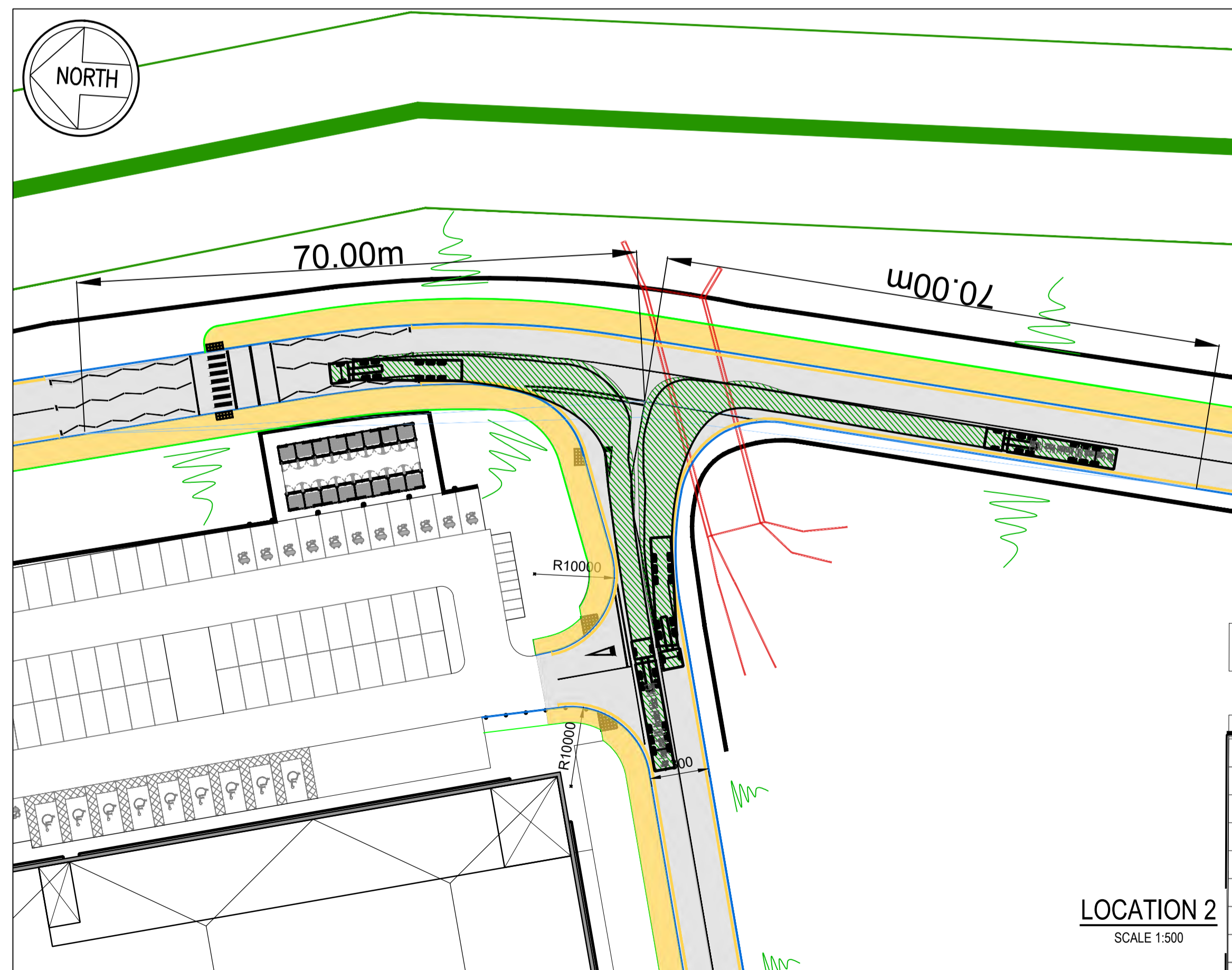
Project Title  
**BRENTWOOD ENTERPRISE PARK**

Drawing Title  
**LINK ROAD BETWEEN M25 JUNCTION 29 ROUNDABOUT AND CODHAM HALL ROUNDABOUT  
PLAN AND PROFILE - SHEET 1 OF 2**

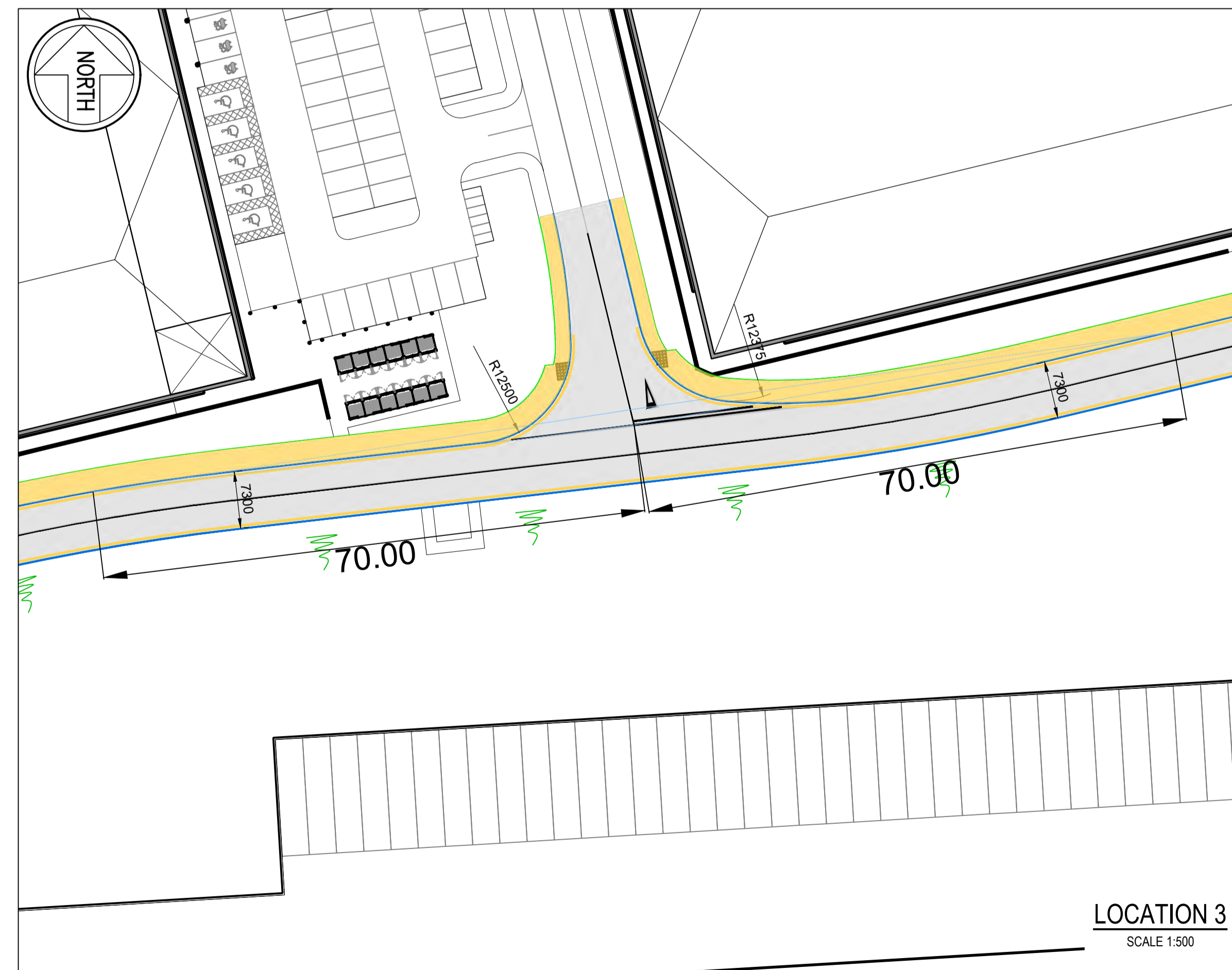
Drawing Number	Project	Originator	Volume
BEP	-	ATK	-
X_ZZ	-	DR	-
		CH	-
		000005	
Location	Type	Role	Number
A1	AS SHOWN	5183535	1 of 2
Original Size	Scale	Project Ref. No.	Sheet
A1	AS SHOWN	5183535	1 of 2
			Rev. C02



LOCATION 1  
SCALE 1:400



LOCATION 2  
SCALE 1:500



LOCATION 3  
SCALE 1:500

1. ALL DIMENSIONS IN THIS DRAWING ARE IN MILLIMETERS UNLESS SPECIFIED
2. DRAWING BASED ON TOPOGRAPHICAL SURVEY: SURVEY SOLUTIONS, DWG NO: 34443BWLS-01 TO 34443BWLS-12 DATED: OCTOBER 2021
3. THE PROPOSED DEVELOPMENT PLAN IS BASED ON ARCHITECTURAL SITE PLAN BY UMC ARCHITECTS
4. DO NOT SCALE FROM THIS DRAWING, WORK TO DIMENSIONS OR CO-ORDINATES PROVIDED.
5. FOR GENERAL ARRANGEMENT REFER TO DRAWING No. 20-081D\_421 TO 20-081D\_424
6. FOR VERTICAL ALIGNMENTS REFER TO DRAWING No. 20-081D\_440 TO 20-081D\_441
6. FOR TYPICAL ROAD CROSS SECTIONS REFER TO DRAWING No. 20-081D\_470
7. FOR DRAINAGE LAYOUT REFER DRAWING 20-081D\_480 TO 20-081D\_483
8. FOR VEHICLE TRACKING PLANS REFER DRAWING 20-081D\_500 TO 20-081D\_502

LEGEND

- VISIBILITY SPALY LINES
- KERB LINE

Rev	Tech	Date	Description
P5	MFP	24.05.23	SITE BOUNDARY UPDATED
P4	SH	10.02.23	MASTER PLAN CHANGES UPDATED
P3	BG	19.08.22	ACCESS ROAD AND LAYOUT AMENDED
P2	HA	03.02.22	ISSUED FOR PLANNING
P1	HA	19.01.22	ISSUED FOR PLANNING



Kingston Office  
4th Floor, Neville House  
55 Eden Street  
Kingston upon Thames  
Surrey, KT1 1BW  
United Kingdom

T: +44 (0)20 8339 9006  
E: info@bradbrookconsulting.com  
W: www.bradbrookconsulting.com

Client

Project Title  
**BRENTWOOD ENTERPRISE PARK  
BRENTWOOD**

Drawing Title  
**ONSITE HIGHWAY WORKS  
VISIBILITY SPALY SHEET 1 OF 2**

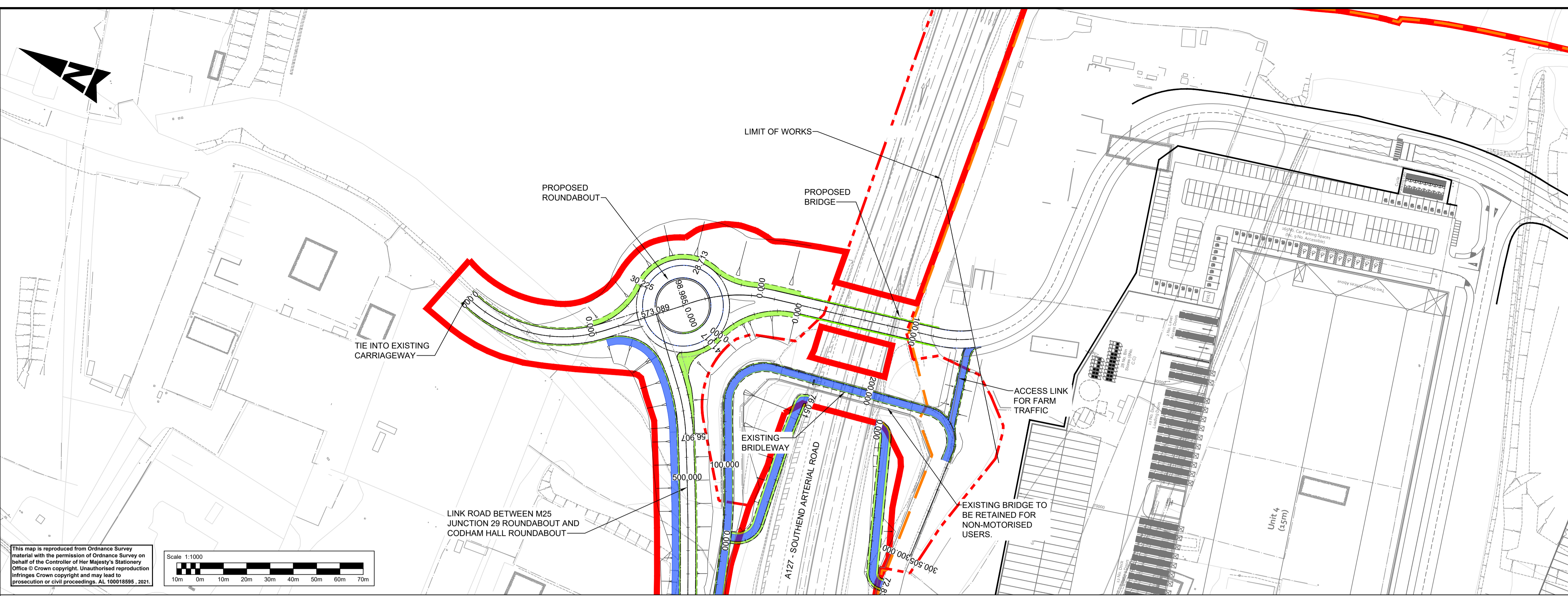
Purpose of Issue  
Information  Preliminary  Approval  Tender  Construction  Record Copy

First Issue Date	Drawn By	Scale	Checked
JAN '22	HA	AS NOTED	MR

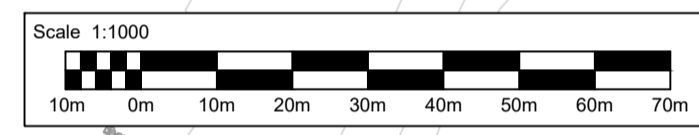
Drawing Number	Rev.
20-081 / 504	P5



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  - ALL MEASUREMENTS ARE IN METRES UNLESS STATED OTHERWISE
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  - THIS DRAWING IS TO BE READ IN CONJUNCTION WITH DRG. NO. BEP-ATK-HML\_ZZ-DR-CH-000005.

- LEGEND:
- OS MAPPING
  - TOPOGRAPHICAL SURVEY
  - PROPOSED SHARED FOOTWAY / CYCLEWAY
  - INDICATIVE VERGE
  - ESSEX COUNTY COUNCIL BOUNDARY
  - BRENTWOOD ENTERPRISE PARK BOUNDARY
  - PLANNING RED LINE BOUNDARY

**SAFETY, HEALTH AND ENVIRONMENTAL INFORMATION**

In addition to the hazards/risks normally associated with the types of work detailed on this drawing, note the following significant residual risks (Reference shall also be made to the design hazard log).

Construction	None
Maintenance / Cleaning	None
Use	None
Decommissioning / Demolition	None

Description	Status	Revision	Drawn	Checked	Reviewed	Authorised	Issue Date
FOR PLANNING	A1	CO1	RM	DT	EM	AM	09/12/21
FOR REVIEW / COMMENT	A1	CO2	PB	EM	EM	AM	03/02/22
FOR INFORMATION	A1	CO3	GO	MF	AR	AR	24/05/23

APPROVED - PUBLISHED A1

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Woodcote Grove  
Ashley Road  
Epsom  
Surrey  
KT18 5BW  
Tel: +44 (0)1372 726140  
Fax: +44 (0)1372 740055  
www.atkinsglobal.com

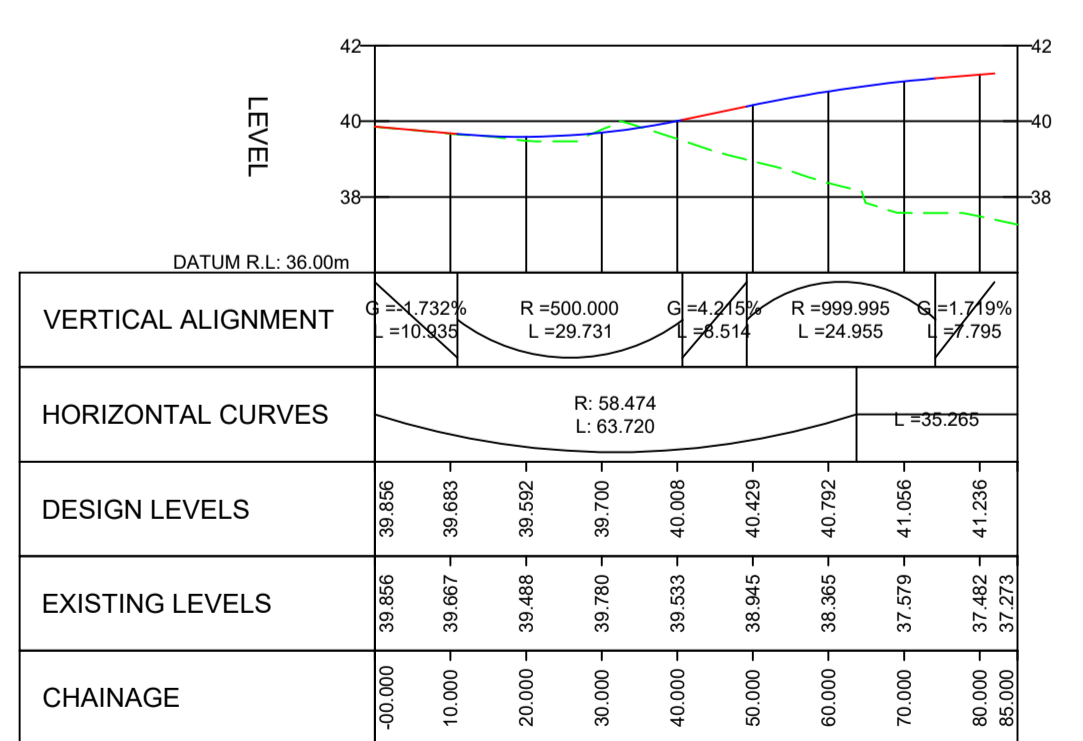


Project Title  
**BRENTWOOD ENTERPRISE PARK**

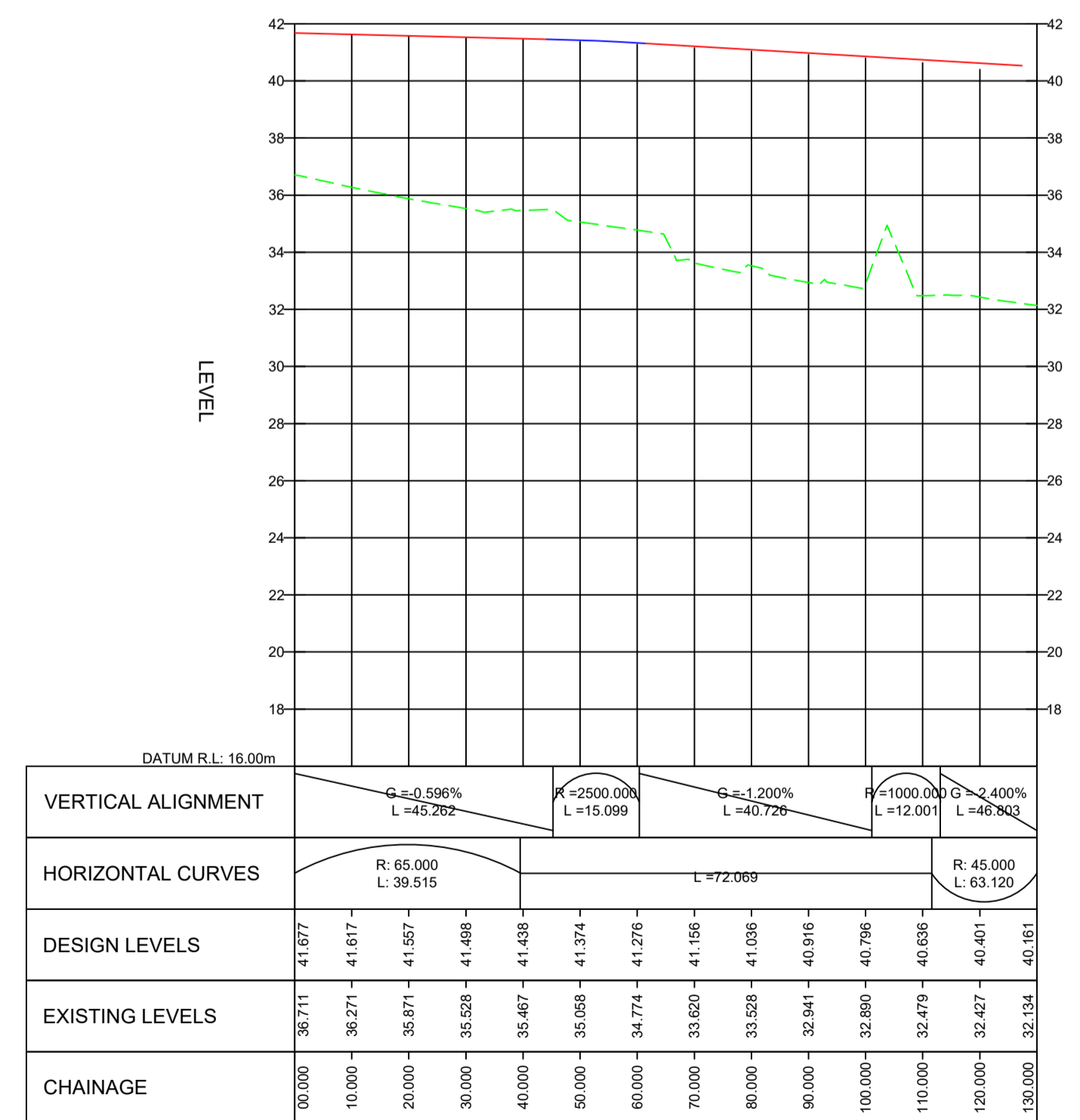
Drawing Title  
**ROAD THROUGH CODHAM HALL ROUNDABOUT AND INTO BRENTWOOD ENTERPRISE PARK PLAN AND PROFILE - SHEET 2 OF 2**

Original Size: <b>A1</b>	Scale: 1:1000	Project Ref. No.: 5183535	Sheet: 2 of 2	Rev: <b>C03</b>
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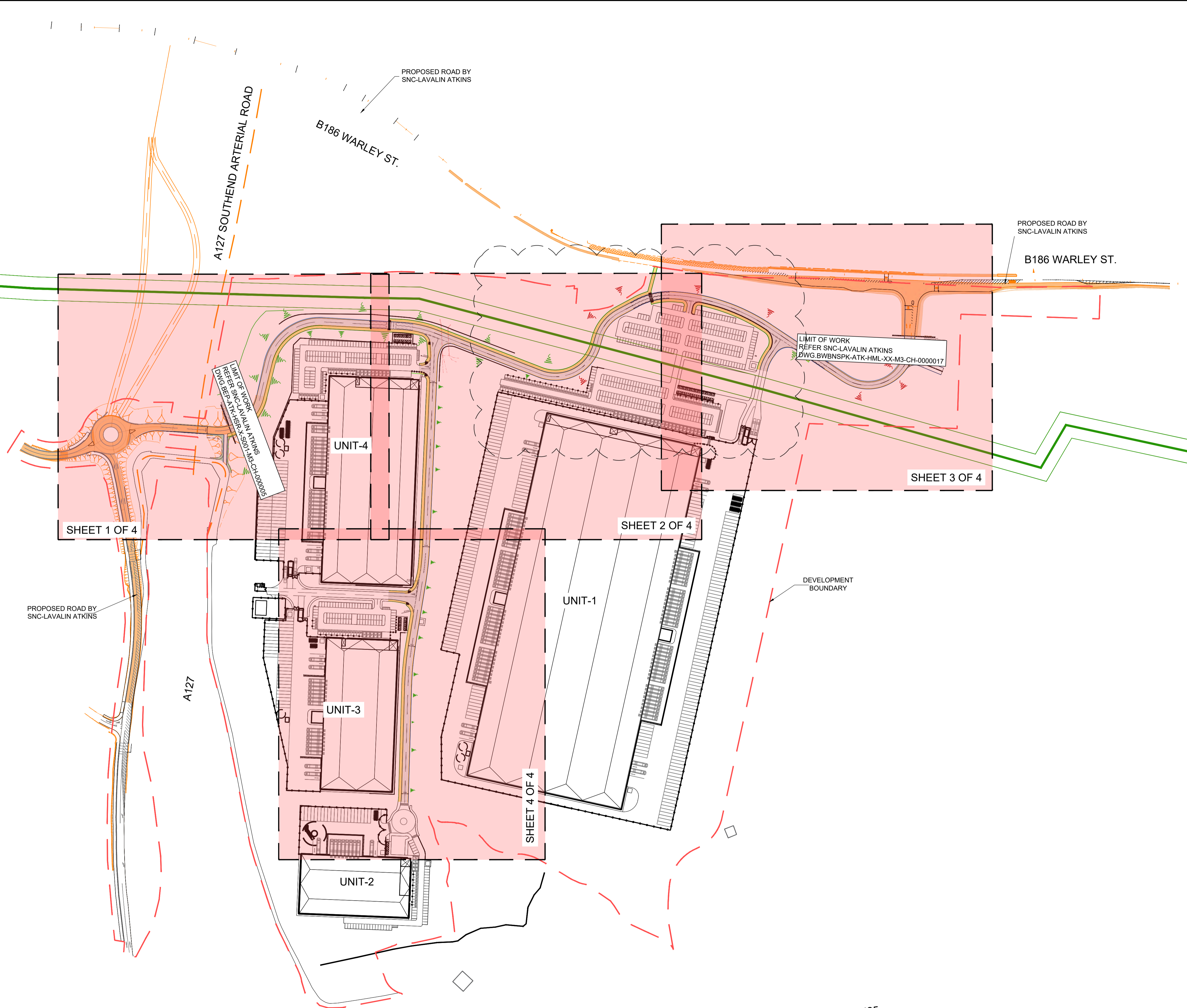
- LEGEND:
- EXISTING GROUND
  - PROPOSED DESIGN CURVE / HORIZONTAL



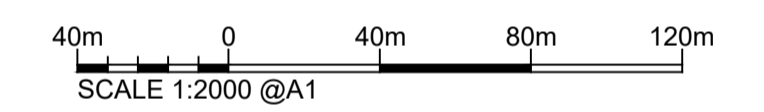
**CODHAM HALL LANE (NORTH) - LONGITUDINAL PROFILE**  
1:1000 (HORIZONTAL) 1:200 (VERTICAL)



**CODHAM HALL ROUNDABOUT TO BRENTWOOD ENTERPRISE PARK - LONGITUDINAL PROFILE**  
1:1000 (HORIZONTAL) 1:200 (VERTICAL)



1. ALL DIMENSIONS IN THIS DRAWING ARE IN MILLIMETERS UNLESS SPECIFIED
2. DRAWING BASED ON TOPOGRAPHICAL SURVEY: SURVEY SOLUTIONS. DWG NO: 34443BWLS-01 TO 34443BWLS-12 DATED: OCTOBER 2021
3. THE PROPOSED DEVELOPMENT PLAN IS BASED ON ARCHITECTURAL SITE PLAN BY UMC ARCHITECTS: 19296\_P0003 REV. B DATED: 22.01.05.
4. DO NOT SCALE FROM THIS DRAWING. WORK TO DIMENSIONS OR CO-ORDINATES PROVIDED.
5. FOR GENERAL ARRANGEMENT REFER TO DRAWING No. 20-081D\_421 TO 20-081D\_424
6. FOR VERTICAL ALIGNMENTS REFER TO DRAWING No. 20-081D\_440 TO 20-081D\_441
6. FOR TYPICAL ROAD CROSS SECTIONS REFER TO DRAWING No. 20-081D\_470
7. FOR DRAINAGE LAYOUT REFER DRAWING 20-081D\_480 TO 20-081D\_483
8. FOR VEHICLE TRACKING PLANS REFER DRAWING 20-081D\_500 TO 20-081D\_502
9. FOR VISIBILITY CHECK PLANS REFER DRAWING 20-081D\_503 TO 20-081D\_505



Rev	Tech	Date	Description
P5	MFP	24.05.23	SITE BOUNDARY UPDATED
P4	LJM	24.03.23	ROAD ALIGNMENT AMENDED
P3	BG	19.08.22	ROAD ALIGNMENT AMENDED
P2	HA	03.02.22	ISSUED FOR PLANNING
P1	HA	19.01.22	ISSUED FOR PLANNING

**BR** Bradbrook Consulting

Kingston Office  
4th Floor, Neville House  
55 Eden Street  
Kingston upon Thames  
Surrey, KT1 1BW  
United Kingdom

T: +44 (0)20 8339 9006  
E: info@bradbrookconsulting.com  
W: www.bradbrookconsulting.com

Client: [REDACTED]

Project Title:  
**BRENTWOOD ENTERPRISE PARK,  
BRENTWOOD**

Drawing Title:  
**ONSITE HIGHWAY WORKS  
SHEET LAYOUT KEY PLAN**

Purpose of Issue:  
Information  Preliminary  Approval  Tender  Construction  Record Copy

First Issue Date	Drawn By	Scale	Checked
JAN '22	HA	1:2000@A1	MR

Drawing Number	Rev.
20-081 / 420	P5

J29

M25

M25