

Our Ref: RCF/SYJA/242810/00001

Department for Energy Security and Net Zero  
3-8 Whitehall Place  
London  
SW1A 2EG

Charles Russell Speechlys LLP  
Compass House Lypiatt Road  
Cheltenham Gloucestershire  
GL50 2QJ UK

T: +44 (0)1242 221122  
F: +44 (0)1242 584700  
DX: 7442 Cheltenham

**charlesrussellspeechlys.com**

## By Email

John.McKenna@energysecurity.gov.uk

sylvia.jatczak@crsblaw.com

D: +44 (0)1242 246303

F: +44 (0)1242 584700

29 May 2025

Dear Department for Energy Security and Net Zero

**The National Grid Electricity Transmission PLC (Cotswolds Visual Impact Provision Project)  
Compulsory Purchase Order 2025 ("the Order")  
Our clients: Jonathan Morton Stanley and Corinium Construction Limited**

## OBJECTION TO THE ORDER

We act for Jonathan Morton Stanley and Corinium Construction Limited.

- GR188403 – Corinium Construction Limited; and
- GR198746 – Jonathan Morton Stanley

Copies of the Land Registry titles and titles plans are enclosed.

The lands owned by our clients forms part of the Southern CSEC options S2 and S3 (as set out in the Statement of Reasons of the Acquiring Authority for the Making of a Compulsory Purchase Order for the Acquisition of Land and New Rights to Facilitate the Cotswolds Visual Impact Provision Project ("**the Statement**") and homes two terminal towers: ZF325 and ZF326.

In accordance with a map referred to in the Order, Land Plan 9 of 11 (Drawing No: 21006866\_PLN\_INFO\_747.11\_D), most of our clients' land is subject to acquisition of rights over land with the exception of plot 09-015 which is subject to freehold acquisition.

Our clients therefore hold qualifying interests under s.12 Acquisition of Land Act 1981 and have owned the said lands since 2024 (GR188403) and 2008 (GR198746).

All future correspondence should be sent to this firm as acting for and on behalf of our clients.

In accordance with the Order, the time for filing an objection is before 29 May 2025.

## 1 RELEVANT LAW AND GUIDANCE

The main guidance document for Compulsory Purchase Orders ("**CPOs**") is the Ministry of Housing, Communities & Local Government document 'Guidance on the Compulsory Purchase Process. The document states the following:

WKS/339443205.1



- 1.1 Acquiring Authorities should use compulsory purchase powers where it is expedient to do so but a CPO should only be made where there is a compelling case in the public interest and that the acquiring authority should be sure that the purposes for which the compulsory purchase order is made justify interfering with an interest in the land affected (paragraph 2).
- 1.2 The minister confirming the order has to be able to take a balanced view between the intentions of the acquiring authority and the concerns of those with an interest in the land that it is proposing to acquire compulsorily and the wider public interest (paragraph 13).
- 1.3 The confirming authority will expect the acquiring authority to demonstrate that they have taken reasonable steps to acquire all of the land and rights included in the Order by agreement. Where acquiring authorities decide to/arrange to acquire land by agreement, they will pay compensation as if it had been compulsorily purchased, unless the land was already on offer on the open market (paragraph 2)
- 1.4 In order to reach early settlements, public sector organisations should make reasonable initial offers and be prepared to engage constructively with claimants about relocation issues and mitigation and accommodation works where relevant (paragraph 3).
- 1.5 Acquiring authorities are expected to provide evidence that meaningful attempts at negotiation have been pursued or at least genuinely attempted, save for lands where land ownership is unknown or in question (paragraph 17).
- 1.6 In paragraph 19, the guidance states that acquiring authorities should consider these steps to assist those affected by a compulsory purchase order:
  - 1.6.1 providing full information from the outset about what the compulsory purchase process involves, the rights and duties of those affected and an indicative timetable of events; information should be in a format accessible to all those affected
  - 1.6.2 appointing a specified case manager during the preparatory stage to whom those with concerns about the proposed acquisition can have easy and direct access
  - 1.6.3 keeping any delay to a minimum by completing the statutory process as quickly as possible and taking every care to ensure that the compulsory purchase order is made correctly and under the terms of the most appropriate enabling power
  - 1.6.4 offering to alleviate concerns about future compensation entitlement by entering into agreements about the minimum level of compensation which would be payable if the acquisition goes ahead (not excluding the claimant's future right to refer the matter to the Upper Tribunal (Lands Chamber))
  - 1.6.5 offering advice and assistance to affected occupiers in respect of their relocation and providing details of available relocation properties where appropriate
  - 1.6.6 providing a 'not before' date, confirming that acquisition will not take place before a certain time
  - 1.6.7 where appropriate, give consideration to funding landowners' reasonable costs of negotiation or other costs and expenses likely to be incurred in advance of the process of acquisition
- 1.7 Where planning permission is yet to be granted, acquiring authorities will be required to demonstrate that there are no planning impediments to the scheme assuming that any planning permission will be



determined in accordance with the usual criteria of compliance with the local plan unless material considerations indicate otherwise (paragraph 15)

- 1.8 Any programme of land assembly needs to be set within a clear strategic framework, and this will be particularly important when demonstrating the justification for acquiring land compulsorily under section 226(1)(a). Such a framework will need to be founded on an appropriate evidence base, and to have been subjected to consultation processes, including those whose property is directly affected (paragraph 104)
- 1.9 It is not always necessary for a full scheme to be worked up before the confirmation of a CPO but in such cases, the responsibility will lie with the acquiring authority to put forward a compelling case in advance of resolving all uncertainties (paragraph 105).
- 1.10 The confirming authority is able to consider whether the purpose for which the land is proposed to be acquired can be achieved by any other means. This includes (but is not restricted to) whether the landowners have put forward any alternative proposals (paragraph 106)

## 2 **GROUNDINGS FOR OBJECTION**

Our clients object to the Order based on the following reasons:

### 2.1 **Lack of clarity as to the preferred option**

- 2.1.1 The Statement refers to various options selected for the Cotswolds Visual Impact Provision Project ("**the Project**") but it does not fully justify the reasoning for selecting one option above other. For example, in relation to the Southern Cable Sealing End Compound ("**CSEC**"), the statement states that National Grid Electricity Transmission Plc ("**NGET**") carefully assessed the options against several topics summarised at paragraph earlier in the document. The conclusion was that the option of a direct burial route from N4 CSEC to S4 CSEC is the clear and compelling design solution. However, the document does not provide a detailed explanation of how this decision was reached or why other options did not meet the same criteria.
- 2.1.2 The assessment considered factors such as ecology, landscape and visual amenity, historic environment, water, traffic and transport, socio-economics, and technical complexity. Despite this thorough evaluation, the document lacks specific reasoning or comparative analysis that would clarify why the direct burial route was deemed superior or why other options were insufficient. This omission leaves our clients without a clear understanding of the rationale behind the selection process, which is crucial for transparency and informed decision-making.
- 2.1.3 It is further unclear as to exactly how it is proposed that the proposed route would end at S4 CSEC. If that were the case it would end in land not owned by either of our clients and would be positioned between the land owned by our clients and Dowdeswell Wood. Notwithstanding that, it appears to remain the case (drawing 21006866\_PLN\_INFO\_27.2 refers) that the CSEC is still set to be situate on our clients' land (and within the proposed zone for freehold acquisition under land reference 09-015). Either an error has been made at paragraph 10.2.7 of the Statement or the proposals do not accord with drawing 21006866\_PLN\_INFO\_27.2 or we have misunderstood the proposals (which would not be surprising given their extreme brevity). In any case urgent clarification is required from the Promoter/NGET in order that our clients may consider any amendments to their grounds of objection they may wish to make).



## 2.2 The Solution does not address the Project's aim

2.2.1 The current plan involves undergrounding approximately 7 kilometres of the existing overhead line subsection ZF.2(B), which runs from the west of Winchcombe to the southeast of Cheltenham. This section has been identified as having high landscape and visual impacts due to its prominent visibility from many locations, including the Cotswold Way National Trail and other regional trails. The removal of the pylons is intended to enhance the natural beauty and visual amenity of the Cotswolds National Landscape.

2.2.2 However, the proposed solution does not adequately address the Project's aim to maximise landscape enhancement benefits. The Southern Options S5 and S6 offer a more compelling design solution than Southern Option S4, as they are located in areas that would provide greater visual benefits and align better with the Project's objectives. These options are situated in locations that are less intrusive and would result in more significant visual improvements to the landscape, thereby supporting the Project's overarching goal of achieving maximum enhancement to the landscape.

2.2.3 In particular, it is noted that, at paragraph 2.1.2 of the Statement, the LVIP Technical Report's findings are summarised in the following non-exclusive terms:

*"The pylon line is a prominent feature which alters the rural qualities and tranquil nature of the landscape.*

*In terms of visual impacts, although the scale of impact of ZF.2 varies, pylons are clearly visible from many locations. This subsection is therefore just to have visual impacts that are of a high level of importance. ... The Cotswolds Way National Trail runs along the top of the scarp and there are also a number of regional trails in the area. High importance impacts are recorded for these recreational receptors. ... Visitors over a wide area are affected by views of the pylons. High importance visual impacts are recorded for these receptor groups."*

2.2.4 Further, at paragraph 3.5.11 of the Statement, the following points were made:

*"In the context of the Cotswolds VIP Project specifically, it was concluded that removal of the section of existing OHL [we say on a more extended footprint] should be prioritised as the line currently conflicts with the character of the landscape forming a highly visible intrusive feature which has a widespread influence on the landscape surrounding it. ... Expansive views across sparsely settled farmland and the distinctive skylines of the escarpments give the area a high scenic quality. The pylon line is a prominent feature which alters the rural qualities and tranquil nature of the landscape. Removal of the OHL would enhance the landscape, visual amenity and natural beauty in the area."*

2.2.5 Having regard to the foregoing, the proposal to conclude the Project at Southern Option S5 or S6 would significantly support the Project's aim of enhancing the landscape and visual amenity. The removal of existing overhead lines and pylons in these areas would not only improve the scenic quality for motorists on the A40 (see the reference to road users in paragraph 3.3.2 of the Statement) but also enhance the experience for users of the Cotswold Way and visitors to Dowdeswell Wood and Reservoir, a popular local attraction. By selecting Southern Option S5 or S6, the Project would maximise landscape enhancement benefits, aligning with the Project's objectives to conserve and enhance the natural beauty of the Cotswolds National Landscape. These options would also encourage public understanding and enjoyment of the protected landscapes, offering positive socio-economic impacts by attracting more visitors to the area.



- 2.2.6 The Statement (at paragraph 3.1.2) make reference to the obligations placed upon the Promoter/NGET by section 38 of, and Schedule 9 to, the Electricity Act 1989. Given the obligations to *“have regard to the desirability of preserving natural beauty, of conserving flora, fauna and geological or physiographical features of special interest and of protecting sites, buildings and objects of architectural, historic or archaeological interest”*, it is concerning that the scheme chosen were not more ambitious. Ending the Project at S5 or S6 would meet those obligations and we would contend that the proposals as currently understood would not.
- 2.2.7 We make a similar point regarding the degree to which the Project satisfies the obligations created by section 85 of the Countryside Rights of Way Act 2000 (as amended) (which we say it does not, but it would be utilising options S5 or S6 as the Project’s end point).
- 2.2.8 Furthermore, the selection of Southern Option S5 or S6 would ensure that the Project is technically feasible, economical, and efficient, while also providing the greatest opportunities to conserve and enhance natural beauty, wildlife, and cultural heritage. These options would also encourage public understanding and enjoyment of the protected landscapes, including positive socio-economic impacts. There appears to have been a general lack of consideration of these options.
- 2.2.9 In that regard, we contend that utilising Southern Option S5 or S6 would do far more to deliver the principles set out in paragraph 3.5.5 of the Statement to:
- (a) result in the greatest landscape enhancement benefits;
  - (b) result in the greatest opportunities to conserve and enhance natural beauty, wildlife and cultural heritage whilst avoiding unacceptable impacts on the natural and historic environment which cannot be mitigated;
  - (c) result in the greatest opportunities to encourage public understanding and enjoyment of the protected landscapes including positive socio-economic impacts;
  - (d) be technically feasible in the context of the wider transmission system; and
  - (e) be economical and efficient.
- 2.2.10 Our clients have been liaising with their local MP, Max Wilkinson MP, who has agreed that the alternative sealing end compound at the Southern side of the A40 would be extremely beneficial for the people travelling to and from Cheltenham each week.
- 2.2.11 To that end (as is confirmed by the enclosed email) they have been in contact with the current owner of the Gagan restaurant (formerly The Koloshi) who owns all the land between the A40 and the old railway line to the South, and confirmed the registered proprietor would be keen to house a sealing end compound that would be very easy to screen from the road. They are now trying to formalise his agreement to put forward as a workable alternative design.
- 2.2.12 Notwithstanding those efforts, however, our clients consider that this work should have been undertaken by the Promoter and they should have fully explored the additional benefits of concluding the undergrounded line at either S5 or S6, which based on the documents supplied as part of the CPO does not appear to have been the case.
- 2.2.13 Further, and strictly without prejudice to the foregoing, even if ending the Project at S2/S3 were the most sensible end-points for the Project (which is denied), although various



locations for the CSEC are identified at paragraph 10.2.9 of the Statement, the reasoning for selecting “South End F” is entirely opaque and cannot possibly be considered to satisfy the public interest test (amongst others). We consider that insufficient consideration has been given to utilising South End E.

- 2.2.14 Further, the chosen cable routes are also unclear. Further detail is required in order that our clients can properly consider what is being proposed.

## 2.3 Our clients’ business operation is affected

- 2.3.1 The proposed compulsory acquisition will significantly impact our clients’ business operations, which include farming, high-end holiday let and the office base and warehouse/storage for running of our construction business.
- 2.3.2 Middle Colgate Farm is an organic farm and is integral to Mr Stanley’s and his family’s livelihood, providing finished organic beef produce and hosting a high-end holiday home rental that attracts visitors to the area. The compulsory purchase and subsequent construction activities threaten to disrupt farming operations and the holiday let’s appeal, potentially leading to financial losses and diminished business viability. The farm’s location is crucial for maintaining its operations and any land acquisition or acquisition of rights would severely impact its ability to function effectively.
- 2.3.3 Although it is noted at paragraph 2.3.1 of the Statement that there is reference to the Promoter/NGET seeking “*to minimise the proposed land take for construction*” and yet, even if it were appropriate to use the proposed CSEC site (which it is not), the proposed freehold land take is far more than would be required for the chosen CSEC site.
- 2.3.4 Further, it is clear that there will be a construction compound adjacent to each CSEC site (para 2.4.3 of the Statement refers) which the Promoter/NGET admits is only required on a temporary basis, yet it does not seek temporary powers but permanent compulsory freehold acquisition. Such an interference with our clients’ interests cannot be justified, whether in the public interest or otherwise.
- 2.3.5 Additionally, the construction swathe required for cable installation could temporarily occupy up to 100 metres in width along the 7 kilometres length of the cable route, which will substantially interfere with the farm’s land use. This could involve the removal of organic topsoil, adjustments to the land height, and the installation of temporary access roads. Our clients have significant concerns specifically with regards to the noise, pollution and vibration arising from the excavation of the works. Such activities will inevitably also include heavy lorry traffic; all of which will disrupt the farm’s daily operations.
- 2.3.6 Furthermore, the presence of construction compounds and activities will almost certainly deter visitors from using the holiday let, affecting its attractiveness and profitability.
- 2.3.7 Our other client, Corinium Construction Limited, would also be significantly affected by the Order due to its office and warehouse being situated on the affected land. The construction activities associated with the Project, including the installation of underground cables and the removal of overhead lines, will likely interfere with access to the office and warehouse, impacting the company’s ability to conduct business efficiently. The Order poses a risk to the company’s business model, which relies on the unique landscape and heritage of the Cotswolds to offer bespoke construction and renovation services. This could lead to a reduction in demand for their services, as clients seek properties that retain the traditional charm and visual appeal of the Cotswolds.



- 2.3.8 Our clients are also unclear about the standard and quality of works which the Promoter/NGET is proposing to adopt. The works should be designed, operated and controlled with nothing less than the highest standards of design, construction practice and mitigation, however, the Statement does not provide any information of the standard of work which will be carried through and enforced in the implementation of the proposed scheme. This creates a high level of uncertainty in respect of our clients' remaining land and the long-term impact the works may have on their property.

## 2.4 **Environmental concerns**

- 2.4.1 The scope of the works will inevitably give rise to air and ground transmitted noise, pollution and vibration. There are no clear and binding limitations on such noise, pollution and vibration in the Statement. There is presently little monitoring of current levels of noise, vibration, pollution, dust, airborne pollution and vehicular disturbance so as to evaluate the impact of any increase in the area. Our clients submit that the Promoter/NGET should be compelled to use best available techniques in the construction and operation of the Project and its associated works and structures to ensure that no noise or vibration can be felt or otherwise experienced in or on our clients' land and such that there are no other adverse effects.
- 2.4.2 Our clients would expect to see strict standards to promote the environment and to which the Promoter/NGET must be made strictly liable to comply in writing. Appropriate measures and penalties should be in place to safeguard the interests of all those affected by noise, pollution, vibration and health and safety breaches.
- 2.4.3 The Statement does not give sufficient consideration to the noise, pollution and vibration monitoring and mitigation system which should be in place before commencement and during construction of any works in relation to the Project. Further, there should be a resultant damage mitigation and monitoring system in place, again before commencement and both during enabling works and during construction.
- 2.4.4 Our clients would also expect to be provided with a report by a suitably qualified expert or experts in noise, pollution and vibration caused to the affected areas by the Project. The reports should be prepared by the Promoter/NEGTE at their own expense and shared immediately with the parties. Our clients request that provision be made for reports to be supplied immediately to the parties. There should also be provisions that the noise impact, pollution impact and vibration impact (during both enabling works, construction and operational phases) should be monitored by the relevant experts appointed by the Promoter/NEGTE for the period of the construction works.
- 2.4.5 Our clients are also concerned about pollution, dust and dirt produced during the construction of the proposed works. The Statement does not address these points in any great detail. Our clients would expect that special provision be made to take account of the particular sensitivity of the affected properties, the businesses operated by our clients, and the rural setting. Our clients would wish to see binding limits of pollution and airborne dust particulates imposed by the Promoter/NGET. They should also monitor pollution levels and dust emissions, at their own cost both before and after enabling works and construction of the works at suitably agreed points at the properties and in the immediate vicinity. Strict adherence to maximum pollution and particulate levels should be required and where maximum pollution and airborne particulate levels are exceeded the Promoter/NGET should be required to cease work and mitigate the excess levels.



## 2.5 Failure to negotiate and/or consult

- 2.5.1 The Acquiring Authority has failed in its duty to undertake reasonable steps to negotiate with affected homeowners and the tenant. Instead, it has invoked compulsory purchase powers, which should only be used as a last resort.
- 2.5.2 Paragraph 3.6.3 of the Statement states that NGET's Stakeholder, Community and Amenity Policy sets out a commitment to meet the duty created by section 38 of, and Schedule 9 to, the Electricity Act 1989 in respect of community engagement, making the following consultation commitments:
- "We will promote genuine and meaningful stakeholder and community engagement. We will meet and, where appropriate, exceed the statutory requirements for consultation or engagement".*
- 2.5.3 Paragraph 6.2.1 of the Statement states that NGET has been seeking to secure all necessary rights required to deliver the Project and that negotiations with the relevant landowners have been progressing positively. However, in our clients' view, this is not the case. We are instructed that NGET has failed to engage in meaningful discussions in respect of acquisition of relevant freehold property and necessary rights (should either be necessary). In fact, we are instructed that a planning permission was sought before any notice was given to the affected landowners.
- 2.5.4 We are instructed that the only negotiations undertaken between NGET and our clients' agents related to compensation for the damage caused to the land by drilling trial holes for the Project. We are instructed that there have been no negotiations between our clients and NGET regarding the acquisition of rights over our clients' land (or in respect of the proposed freehold acquisition). We are also instructed there has been a decided lack of consultation and engagement and we content that the statutory requirements have not been met, let alone exceeded.

## 2.6 Public interest test

- 2.6.1 A well-established legal principle states: *"A compulsory purchase order should only be made where there is a compelling case in the public interest. An acquiring authority should be sure that the purposes for which it is making a compulsory purchase order sufficiently justify interfering with the human rights of those with an interest in the land affected, having regard in particular to the provisions of Article 1 of the First Protocol to the European Convention on Human Rights ..."* [Circular 02/2003 Compulsory purchase orders].
- 2.6.2 The Statement does not convincingly demonstrate that the benefits of the Project outweigh the negative impacts on local businesses and landowners, such as those of our clients, Middle Colgate Farm and Corinium Construction Limited. The lack of detailed justification for the selected route and the absence of a thorough explanation of the decision-making process undermine the argument that the public interest test has been met. Consequently, the document fails to establish a compelling case for the compulsory acquisition of land and rights necessary for the Project.

## 2.7 Aarhus convention

- 2.7.1 Our clients further submit that they, their employees and contractors have rights under the Aarhus Convention (which has largely been transposed into UK legislation through EC Directives and Legislation) concerning:



- (a) Access to environmental information;
- (b) Public participation in the decision making process; and
- (c) Access to environmental justice.

2.7.2 As mentioned above, whilst the Statement suggests that NGET has engaged in stakeholder consultations and community engagement, there is a notable lack of detailed explanation regarding the decision-making process for selecting the direct burial route from N4 CSEC to S4 CSEC. This absence of clarity may contravene the Aarhus Convention's principles, which advocate for comprehensive public access to information and meaningful participation in decisions affecting the environment.

2.7.3 The lack of detailed justification for the selected route and the absence of a thorough explanation of the decision-making process undermine the argument that the public interest test has been met.

## 2.8 Human rights consideration

2.8.1 NGET has also failed to give adequate consideration requirement to for the human right to respect for private and family life as set out in Article 8 of the European Convention of Human Rights and fundamental freedoms. Under the Convention, our clients:

- (a) Have the right to respect for their private and family life, their home and their correspondence and that
- (b) There shall be no interference by a public authority with the exercise of this right except such as in accordance with the law and is necessary for a democratic society in the interests of national security, public safety or the economic well-being of the country, for the prevention of disorder or crime, for the protection of health or moral or for the protection of the rights of freedom of others.

2.8.2 NGET has failed to consider the broader implications of Article 8 and how the rights there relate to community and social involvements and relationships as part of a person's private life.

2.8.3 There is no evidence in the Statement that NGET has addressed those rights within the consideration of the Order or the overall scheme. The failure to give any or any adequate care to issues of Human Rights is again a clear breach of ministerial guidance. It demonstrates that the NGET does not follow the constitutional principle of acting according to law.

## 3 CONCLUSION

3.1 For all of the reasons set out above, our clients object to the Order. Our clients also reserve the right to submit further objections in due course.

3.2 We submit, on behalf of our clients, that the Order is premature, it is not properly thought through, inadequate consideration has been given to alternatives and the Promoter/NGET has not satisfied its legal and other duties in order to secure confirmation of the Order.

3.3 Inter alia, the Order is therefore objected to on the following grounds:



- 3.3.1 The land being acquired for the scheme (in so far as our clients' interests are concerned) is not needed because there is an alternative means about bringing about the objective of the Order (and which would better meet the Project's aims);
- 3.3.2 The manner of implementation of the Project is challenged;
- 3.3.3 Retention of the existing use of the lands owned by our clients is more important than the purpose for which it is proposed to be acquired (particularly in view of the alternatives to the current proposals);
- 3.3.4 The impact of compulsory purchase (or land and rights) is unacceptable (particularly as regards our clients);
- 3.3.5 That there have been inadequate attempts to acquire interests by agreement (or to properly and meaningfully consult and engage);
- 3.3.6 There has been a failure to adequately consider impacts on equalities, human rights or our clients' rights under the Aarhus Convention; and
- 3.3.7 Inadequate consideration has been given to environmental concerns.

Yours faithfully

*Charles Russell Speechlys LLP*

**Charles Russell Speechlys LLP**

Encs      Official copies and title plans GR188403 and GR198746  
Email from Babul Hussain to Jonathan Stanley dated 29 May 2025 and timed at 12:59



The electronic official copy of the register follows this message.

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





# Official copy of register of title

Title number GR188403

Edition date 08.02.2024

- This official copy shows the entries on the register of title on 21 MAY 2025 at 22:07:14.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 21 May 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Gloucester Office.

## A: Property Register

This register describes the land and estate comprised in the title.

GLOUCESTERSHIRE : CHELTENHAM  
GLOUCESTERSHIRE : COTSWOLD

- 1 (19.03.1997) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Colgate Farm, Whittington, Cheltenham.
- 2 (19.03.1997) The land tinted yellow on the filed plan has the benefit of the rights granted by but is subject as mentioned in a Conveyance thereof dated 24 June 1981 made between (1) John Dallas Hughes (Vendor) and (2) David Thomas Lewis (Purchaser) in the following terms:-

"TOGETHER WITH the rights and easements specified in the Second Schedule hereto TO HOLD unto the Purchaser in fee simple SUBJECT TO the rights liberties covenants and agreements set out in the Third Schedule hereto

### SECOND SCHEDULE

The right to take a supply of water from the hydraulic ram situate on the retained land of the Vendor as shown on the plan annexed hereto for domestic and agricultural purposes of the property hereby conveyed only subject to the proviso that the Vendor and his successors in title to the Vendor's retained land shall not be responsible for any diminution in the quality or quantity of water supplied

### THIRD SCHEDULE

a right of necessity on foot over and along the roadway running along the south eastern boundary of enclosure number 1900 between the land coloured blue on the attached plan and the public highway at the point marked 'A' on the plan for the benefit of Adrian Graham Norman and his successors in title to the said land edged blue

THE Purchaser for himself and his successors in title hereby COVENANTS with the Vendor for the benefit of the Vendor's retained land edged green on the plan annexed hereto and any and every part thereof to observe and perform the stipulations specified in the Fourth Schedule hereto

### FOURTH SCHEDULE



## A: Property Register continued

1. Not to use the water supply (referred to in the Second Schedule above) for spray irrigation purposes

2. To pay to the Vendor and his successors in title to the ram one-third of the cost of maintaining repairing and renewing the said ram when called upon to do so."

*NOTE: Copy plan filed.*

- 3 (19.03.1997) The land tinted pink on the filed plan has the benefit of the following rights granted by a Conveyance thereof dated 29 September 1981 made between (1) John Dallas Hughes (Vendor) and (2) David Thomas Lewis (Purchaser):-

"TOGETHER WITH the rights and easements specified in the Second Schedule hereto

### SECOND SCHEDULE

The right to take a supply of water from the hydraulic ram situate on the retained land of the Vendor as shown on the plan annexed hereto for domestic and agricultural purposes of the property hereby conveyed only subject to the proviso that the Vendor and his successors in title to the Vendor's retained land shall not be responsible for any diminution in the quality or quantity of water supplied

THE Purchaser for himself and his successors in title hereby COVENANTS with the Vendor for the benefit of the Vendor's retained land edged green on the plan annexed hereto and any and every part thereof to observe and perform the stipulations specified in the Fourth Schedule hereto

### FOURTH SCHEDULE

1. Not to use the water supply (referred to in the Second Schedule above) for spray irrigation purposes

2. To pay to the Vendor and his successors in title to the ram one sixth of the cost of maintaining repairing and renewing the said ram when called upon to do so."

*NOTE: The hydraulic ram referred to is that shown on the plan to the Conveyance dated 24 June 1981 referred to above and also is shown on the filed plan*

*The retained land edged green referred to is also that shown on the plan to the Conveyance dated 24 June 1981 above.*

- 4 (12.01.1998) The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 5 (12.01.1998) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered GR198746 in green on the filed plan and other land dated 3 December 1997 made between (1) David John Pritchett and (2) John Nelson Gardiner and Deidre Kathleen Gardiner.

*NOTE: Original filed under GR198746.*

- 6 (17.11.1998) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered GR209614 in green on the filed plan dated 14 August 1998 made between (1) David John Pritchett and (2) Charles Llewellyn Palmer.

*NOTE: Original filed under GR209614.*

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.



## Title absolute

- 1 (08.02.2024) PROPRIETOR: CORINIUM CONSTRUCTION LIMITED (Co. Regn. No. 05556426) care of Martin & Co, 25 St. Thomas Street, Winchester SO23 9HJ.
- 2 (08.02.2024) The price stated to have been paid on 2 February 2024 for the land in this title and in title GR187775 was £1,044,000.
- 3 (08.02.2024) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by withy King Trustees Limited (Compa of Midland Bridge House, Midland Road, Bath BA2 3FP or their conveyancer.
- 4 (08.02.2024) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the register and of indemnity in respect thereof.

## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (19.03.1997) Deed dated 4 May 1964 made between (1) John Dallas Hughes (the Younger) (2) Midland Bank Limited and (3) Central Electricity Generating Board relates to rights of erection user and maintenance of electricity cables over the land in this title and ancillary rights.

*NOTE: Copy filed under GR846.*

- 2 (19.03.1997) The parts of the land affected thereby are subject to the following rights granted by a Deed dated 5 April 1982 made between (1) David Thomas Lewis (Grantor) and (2) Adrian Graham Norman (Grantee):-

"The right for the Grantee and his successors in title owners or occupiers for the time being of the red land and his and their under-tenants and servants and licencees in common with the Grantor and his successors in title and all other persons having the like right full right and liberty to pass and repass with or without vehicles along the roadway or track coloured blue on the plan annexed hereto between the points respectively marked A and B thereon having a width in the main of Ten feet or thereabouts at all times and for all purposes in connection only with the user of the red land for the following purposes or any of them that is to say for the purpose of agriculture recreation amenity and as a nature reserve (such user being private and not for the enjoyment of the public) and for the purpose of removing timber from the red land subject nevertheless to payment of a contribution equal to one twentieth or a fair and reasonable proportion according to the Grantee's user of the cost of repair and maintenance of that part of the said roadway between the points aforesaid TO HOLD the said right of way unto the Grantee in fee simple as appurtenant to the red land

2. The Grantee hereby covenants with the Grantor and his successors in title that he the Grantee and his successors in title will not place on the red land any mobile home or more than one caravan and will not use any caravan placed on the red land as a permanent residence

3. IT IS HEREBY AGREED AND DECLARED that the right of way hereby granted shall not be severable but shall be enjoyed only so long as the red land shall be occupied as one holding."

*NOTE: Copy plan filed.*

- 3 (19.03.1997) The land is subject to the rights granted by a Deed dated 30 July 1996 made between (1) Bryan Norman Stevens (2) Gavin Rupert Stevens and (3) The National Grid Company PLC which rights are supplemental to those granted by the Deed dated 4 May 1964 referred to above.

*NOTE: Copy filed under GR63945.*

## End of register



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

The electronic official copy of the title plan follows this message.

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

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

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# H.M. LAND REGISTRY

TITLE NUMBER

## GR188403

ORDNANCE SURVEY  
PLAN REFERENCE

SO9820 SO9821 SO9920 SO9921

Scale  
1/2500

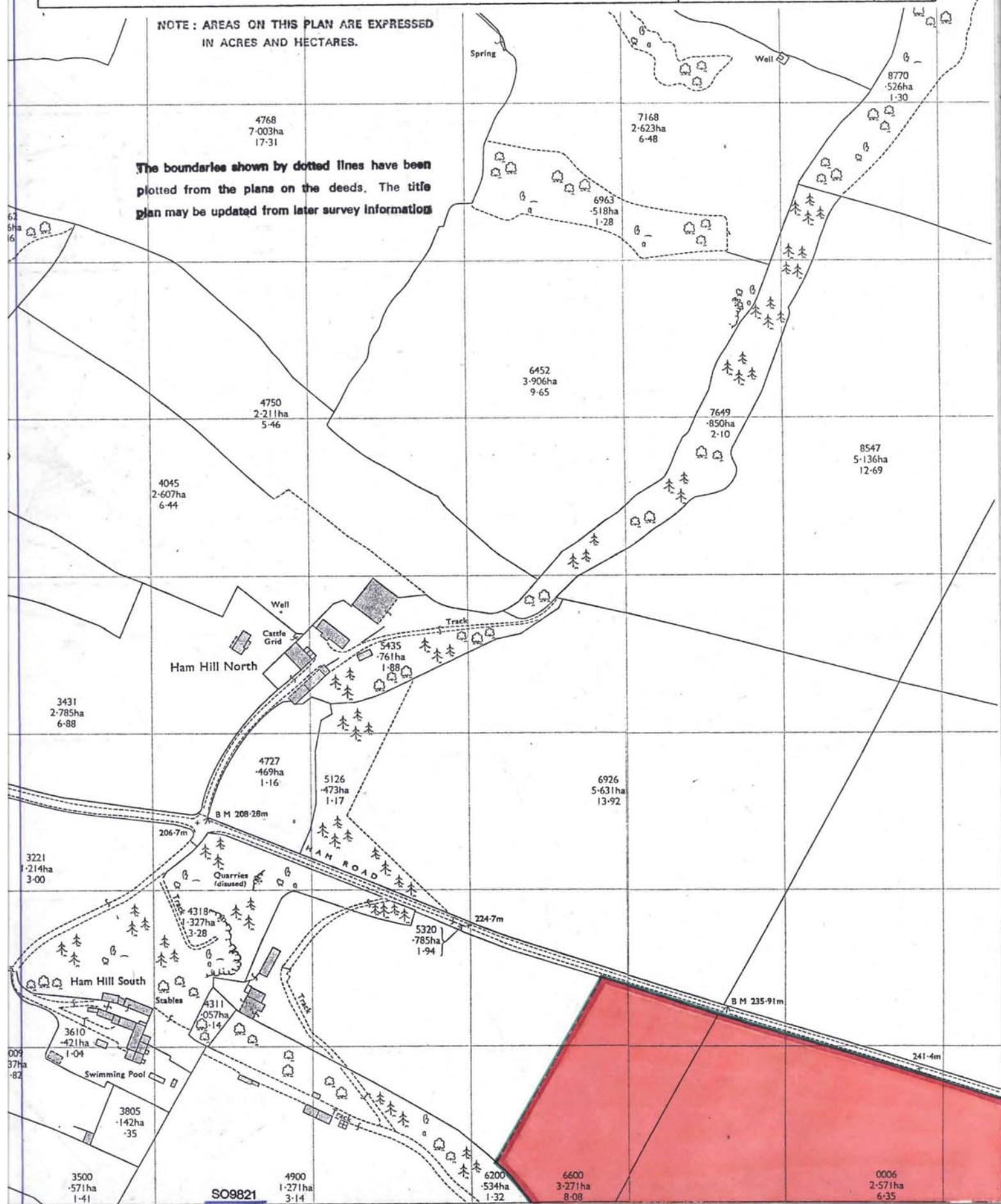
COUNTY GLOUCESTERSHIRE

DISTRICT COTSWOLD : CHELTENHAM

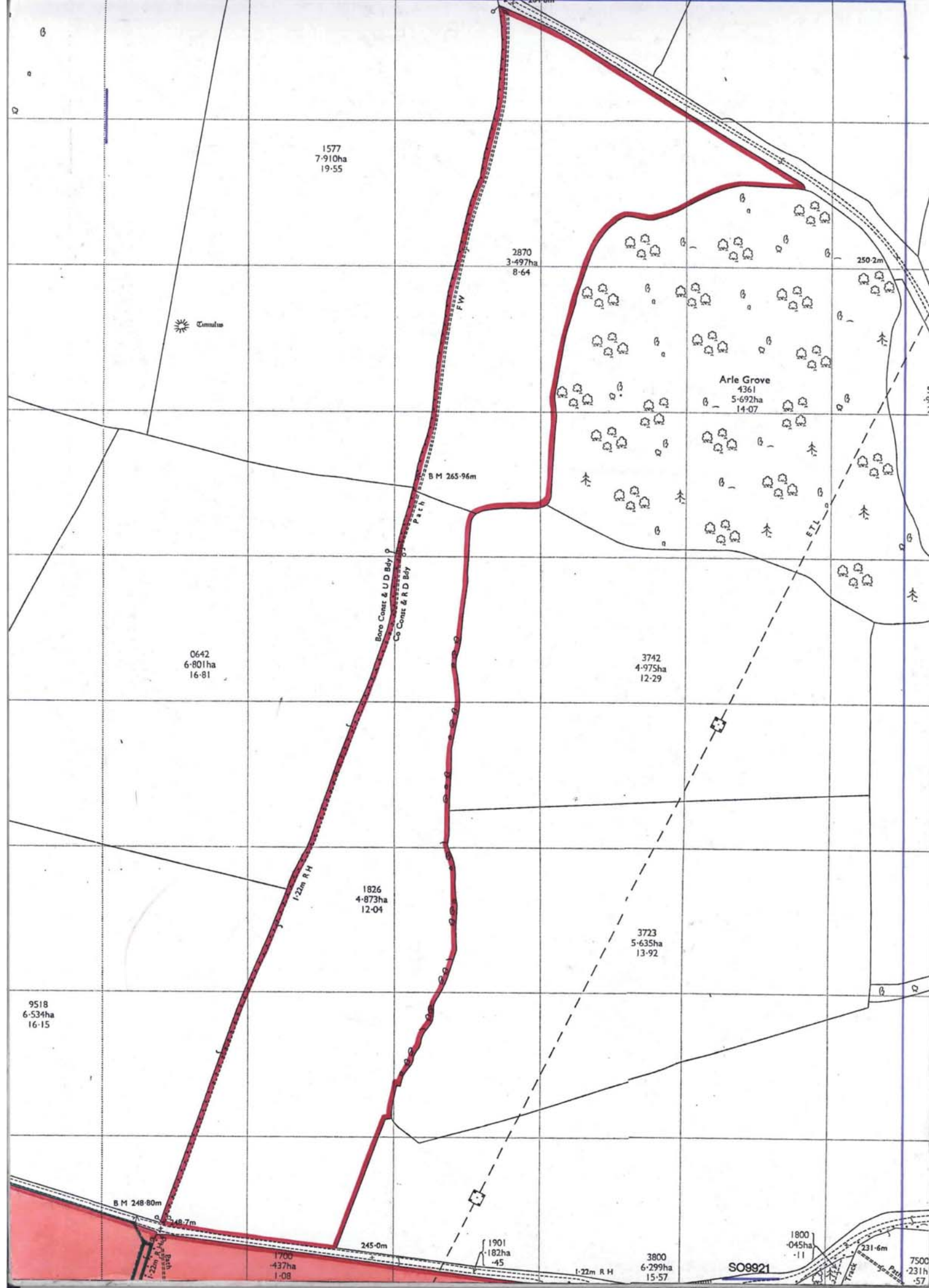
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NOTE: AREAS ON THIS PLAN ARE EXPRESSED  
IN ACRES AND HECTARES.

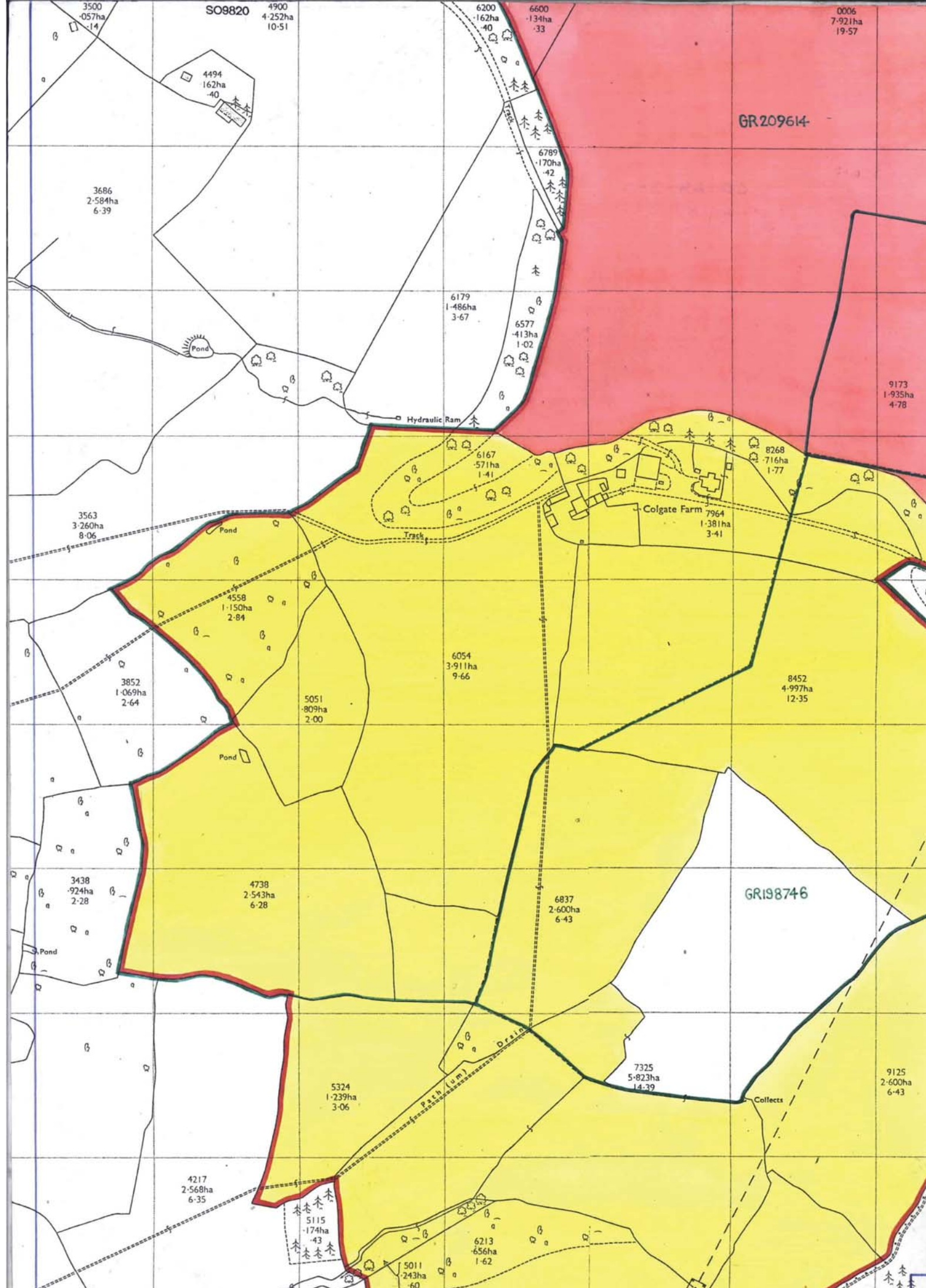
The boundaries shown by dotted lines have been  
plotted from the plans on the deeds. The title  
plan may be updated from later survey information



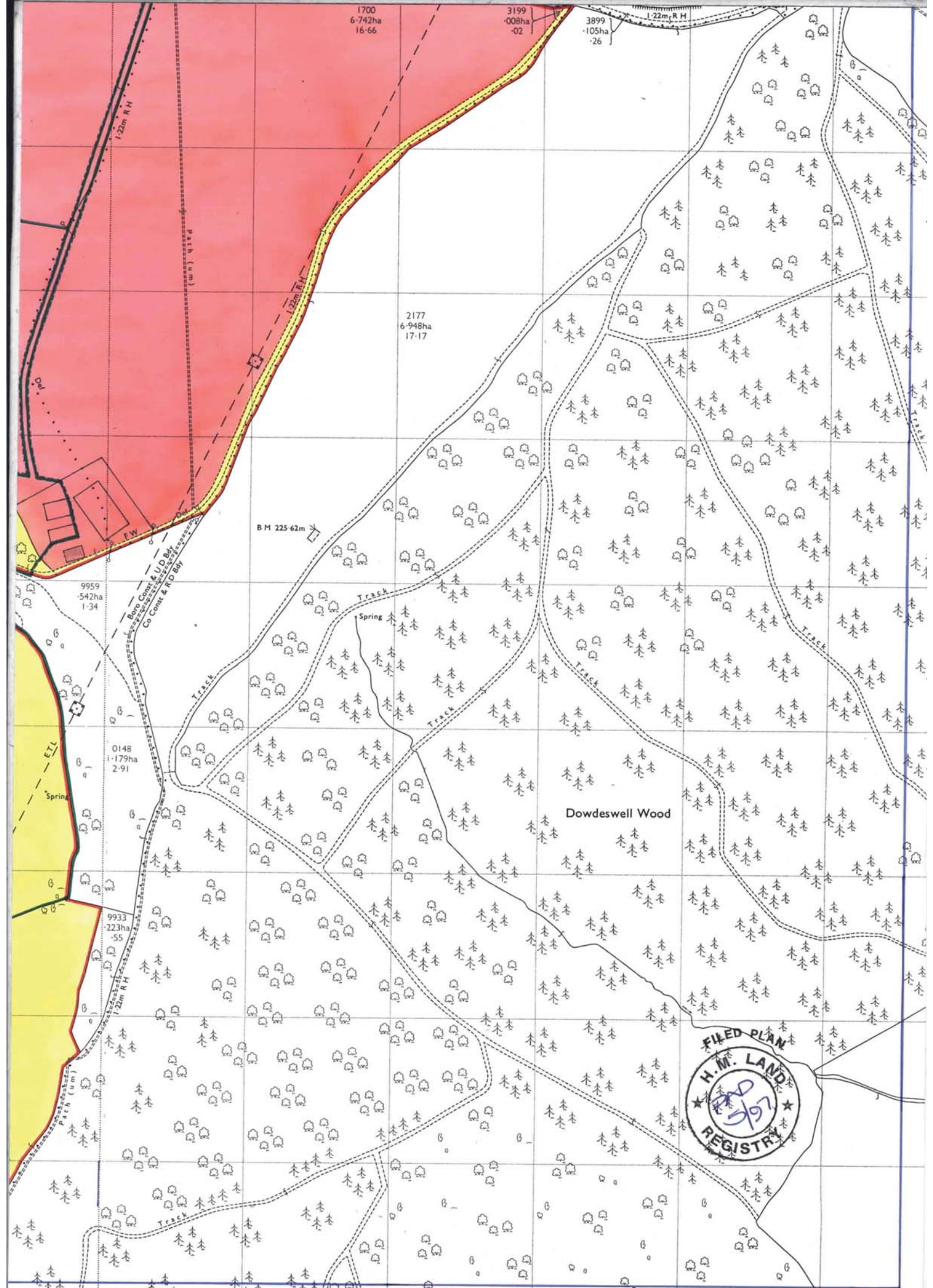




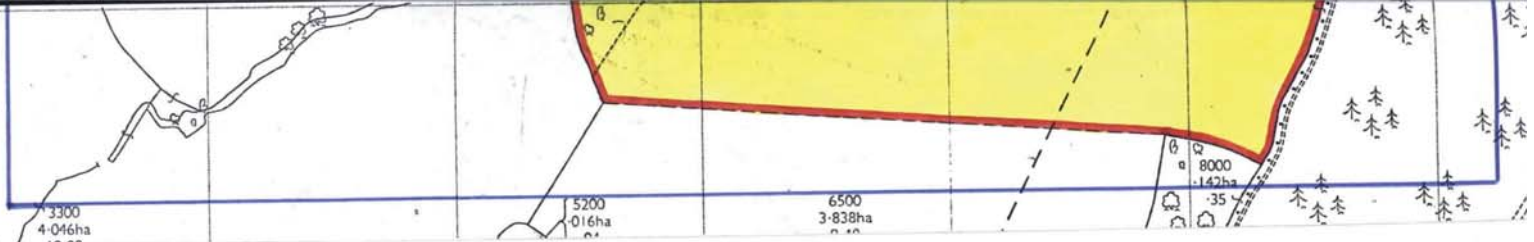














The electronic official copy of the register follows this message.

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





# Official copy of register of title

Title number GR198746

Edition date 18.03.2009

- This official copy shows the entries on the register of title on 21 MAY 2025 at 22:06:22.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 21 May 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Gloucester Office.

## A: Property Register

This register describes the land and estate comprised in the title.

GLOUCESTERSHIRE : CHELTENHAM

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land on the East side of Colgate Farm, Whittington, Cheltenham.
- 2 (19.03.1997) The land tinted yellow on the filed plan has the benefit of the rights granted by but is subject as mentioned in a Conveyance thereof and of other land dated 24 June 1981 made between (1) John Dallas Hughes (Vendor) and (2) David Thomas Lewis (Purchaser) in the following terms:-

"TOGETHER WITH the rights and easements specified in the Second Schedule hereto TO HOLD unto the Purchaser in fee simple SUBJECT TO the rights liberties covenants and agreements set out in the Third Schedule hereto

### SECOND SCHEDULE

The right to take a supply of water from the hydraulic ram situate on the retained land of the Vendor as shown on the plan annexed hereto for domestic and agricultural purposes of the property hereby conveyed only subject to the proviso that the Vendor and his successors in title to the Vendor's retained land shall not be responsible for any diminution in the quality or quantity of water supplied

### THIRD SCHEDULE

a right of necessity on foot over and along the roadway running along the south eastern boundary of enclosure number 1900 between the land coloured blue on the attached plan and the public highway at the point marked 'A' on the plan for the benefit of Adrian Graham Norman and his successors in title to the said land edged blue

THE Purchaser for himself and his successors in title hereby COVENANTS with the Vendor for the benefit of the Vendor's retained land edged green on the plan annexed hereto and any and every part thereof to observe and perform the stipulations specified in the Fourth Schedule hereto

### FOURTH SCHEDULE



## A: Property Register continued

1. Not to use the water supply (referred to in the Second Schedule above) for spray irrigation purposes

2. To pay to the Vendor and his successors in title to the ram one-third of the cost of maintaining repairing and renewing the said ram when called upon to do so."

*NOTE: Copy plan filed under GR188403.*

- 3 (19.03.1997) The land tinted pink on the filed plan has the benefit of the following rights granted by a Conveyance thereof and of other land dated 29 September 1981 made between (1) John Dallas Hughes (Vendor) and (2) David Thomas Lewis (Purchaser):-

"TOGETHER WITH the rights and easements specified in the Second Schedule hereto

### SECOND SCHEDULE

The right to take a supply of water from the hydraulic ram situate on the retained land of the Vendor as shown on the plan annexed hereto for domestic and agricultural purposes of the property hereby conveyed only subject to the proviso that the Vendor and his successors in title to the Vendor's retained land shall not be responsible for any diminution in the quality or quantity of water supplied

THE Purchaser for himself and his successors in title hereby COVENANTS with the Vendor for the benefit of the Vendor's retained land edged green on the plan annexed hereto and any and every part thereof to observe and perform the stipulations specified in the Fourth Schedule hereto

### FOURTH SCHEDULE

1. Not to use the water supply (referred to in the Second Schedule above) for spray irrigation purposes

2. To pay to the Vendor and his successors in title to the ram one sixth of the cost of maintaining repairing and renewing the said ram when called upon to do so."

*NOTE: The hydraulic ram referred to is that shown on the plan to the Conveyance dated 24 June 1981 referred to above and also is shown on the filed plan*

*The retained land edged green referred to is also that shown on the plan to the Conveyance dated 24 June 1981 above.*

- 4 (12.01.1998) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 3 December 1997 referred to in the Charges Register.
- 5 (12.01.1998) The Transfer dated 3 December 1997 referred to above contains a provision as to boundary structures.

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

- 1 (26.08.2008) PROPRIETOR: JONATHAN MORTON STANLEY of Plots 1, 2 & 3 Middle Colgate Farm, Ham Road, Cheltenham, Gloucestershire GL54 4EZ and of Longbarrow Farm, Chedworth, Cheltenham, Glos GL54 4NE.
- 2 (26.08.2008) The price stated to have been paid on 1 May 2008 was £387,500.



## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (19.03.1997) Deed dated 4 May 1964 made between (1) John Dallas Hughes (the Younger) (2) Midland Bank Limited and (3) Central Electricity Generating Board relates to rights of erection user and maintenance of electricity cables over the land in this title and ancillary rights.

*NOTE: Copy filed under GR846.*

- 2 (19.03.1997) The parts of the land affected thereby are subject to the following rights granted by a Deed dated 5 April 1982 made between (1) David Thomas Lewis (Grantor) and (2) Adrian Graham Norman (Grantee):-

"The right for the Grantee and his successors in title owners or occupiers for the time being of the red land and his and their under-tenants and servants and licencees in common with the Grantor and his successors in title and all other persons having the like right full right and liberty to pass and repass with or without vehicles along the roadway or track coloured blue on the plan annexed hereto between the points respectively marked A and B thereon having a width in the main of Ten feet or thereabouts at all times and for all purposes in connection only with the user of the red land for the following purposes or any of them that is to say for the purpose of agriculture recreation amenity and as a nature reserve (such user being private and not for the enjoyment of the public) and for the purpose of removing timber from the red land subject nevertheless to payment of a contribution equal to one twentieth or a fair and reasonable proportion according to the Grantee's user of the cost of repair and maintenance of that part of the said roadway between the points aforesaid TO HOLD the said right of way unto the Grantee in fee simple as appurtenant to the red land

2. The Grantee hereby covenants with the Grantor and his successors in title that he the Grantee and his successors in title will not place on the red land any mobile home or more than one caravan and will not use any caravan placed on the red land as a permanent residence

3. IT IS HEREBY AGREED AND DECLARED that the right of way hereby granted shall not be severable but shall be enjoyed only so long as the red land shall be occupied as one holding."

*NOTE: Copy plan filed under GR188403.*

- 3 A Deed dated 5 April 1982 made between (1) David Thomas Lewis and (2) Adrian Graham Norman contains restrictive covenants affecting the land tinted brown on the filed plan .

*NOTE: Original filed under GR187775.*

- 4 (19.03.1997) The land tinted pink, tinted yellow and tinted blue on the filed plan is subject to the rights granted by a Deed dated 30 July 1996 made between (1) Bryan Norman Stevens (2) Gavin Rupert Stevens and (3) The National Grid Company PLC which rights are supplemental to those granted by the Deed dated 4 May 1964 referred to above.

*NOTE: Copy filed under GR63945.*

- 5 (12.01.1998) A Transfer of the land in this title dated 3 December 1997 made between (1) David John Pritchett and (2) John Nelson Gardiner and Deidre Kathleen Gardiner contains restrictive covenants.

*NOTE 1: Original filed*

-NOTE 2: An uncertified document purporting to be a copy of the "MAFF Agreement" dated 11 January 1995 referred to in the said Transfer is filed.

End of register



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

The electronic official copy of the title plan follows this message.

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This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

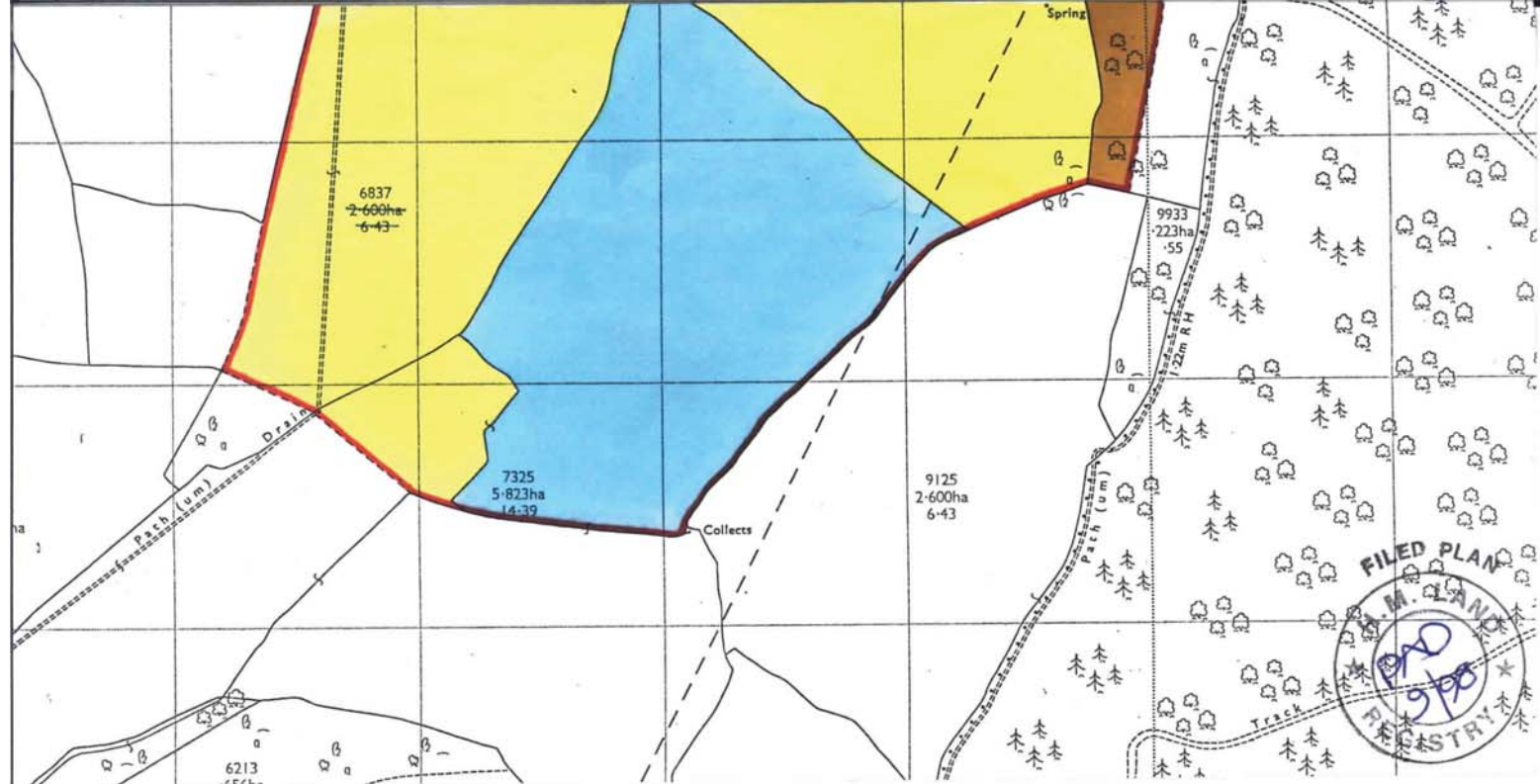
This official copy is issued on 23 May 2025 shows the state of this title plan on 23 May 2025 at 10:36:53. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Gloucester Office .

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**From:** Jonathan Stanley <[js@coriniumconstruction.co.uk](mailto:js@coriniumconstruction.co.uk)>  
**Sent:** 29 May 2025 13:04  
**To:** Richard Flenley <[Richard.Flenley@crsblaw.com](mailto:Richard.Flenley@crsblaw.com)>  
**Subject:** Fwd: Koloshi-Sealing end compound

Hi Richard,

Please see email below from Babul Hussain....

Thanks

Jonathan

Jonathan Stanley  
Corinium Construction Ltd  
07721 443178

Begin forwarded message:

**From:** Yaseen Hussain <[hussainyaseen06@gmail.com](mailto:hussainyaseen06@gmail.com)>  
**Date:** 29 May 2025 at 12:59:01 BST  
**To:** Jonathan Stanley <[js@coriniumconstruction.co.uk](mailto:js@coriniumconstruction.co.uk)>  
**Subject:** Re: Koloshi-Sealing end compound

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Jonathan

I hope this message finds you well.

I am writing to confirm that I would be happy to accommodate the option of having a sealing end compound for the National Grid Pylon Visual Impact Scheme on my land at the old Koloshi Restaurant, located to the South of the A40 in Charlton Kings,



Cheltenham. This arrangement is subject to the appropriate compensation being agreed upon.

Please let me know if you require any further information or if there are specific details we need to discuss to move forward.

Thank you for your attention to this matter.

Best regards,  
Babul hussain

On 29 May 2025, at 12:34, Jonathan Stanley  
<[js@coriniumconstruction.co.uk](mailto:js@coriniumconstruction.co.uk)> wrote:

Hi Babul,

Please could you confirm in an email that you would be happy to accommodate the option of having a sealing end compound for the National Grid pylon Visual Impact Scheme on your land at the old Koloshi Restaurant, to the South of the A40 in Charlton Kings, Cheltenham, subject to the appropriate compensation.

Many thanks

Jonathan

Jonathan Stanley  
Corinium Construction Ltd  
07721 443178