

DATED

<sup>26</sup>  
*30th January*

2001

**BRITISH RAILWAYS BOARD**

-and-

**W.C. KING**

*Counterpart*

**TENANCY AGREEMENT**

relating to

land at Copford, Marks Tey, Essex

**Thomas Eggar Church Adams**

76 Shoe Lane

London

EC4A 3JB

Reference: 562/515302628

AN AGREEMENT made the 26<sup>th</sup> day of January 2001 BETWEEN  
(1) **BRITISH RAILWAYS BOARD** of Whittles House, 14 Pentonville Road, London N1 ("the  
Landlord") and (2) **WILLIAM CHARLES KING** of Heathfields Farm, Fordham Heath,  
Colchester, Essex CO3 5TG ("the Tenant")

**WHEREBY IT IS AGREED** as follows:

**1 Demise**

1.1 The Landlord agrees to let and the Tenant agrees to take the close or piece of land north of the railway at Copford in the County of Essex ("the Land") and extending to approximately 1.5552 hectares and shown edged blue on the plan attached for a term of 1 year commencing on and including the 25<sup>th</sup> day of March 2001 and thereafter from year to year and PAYING rent at the rate of 269 pounds per year the rent being payable by equal yearly instalments in advance on the 25th day of March the first proportionate payment of 108 pounds to be made on the 29<sup>th</sup> September 2001

**2 Exceptions and reservations**

There will be excepted and reserved to the Landlord:

**2.1 Timber etc**

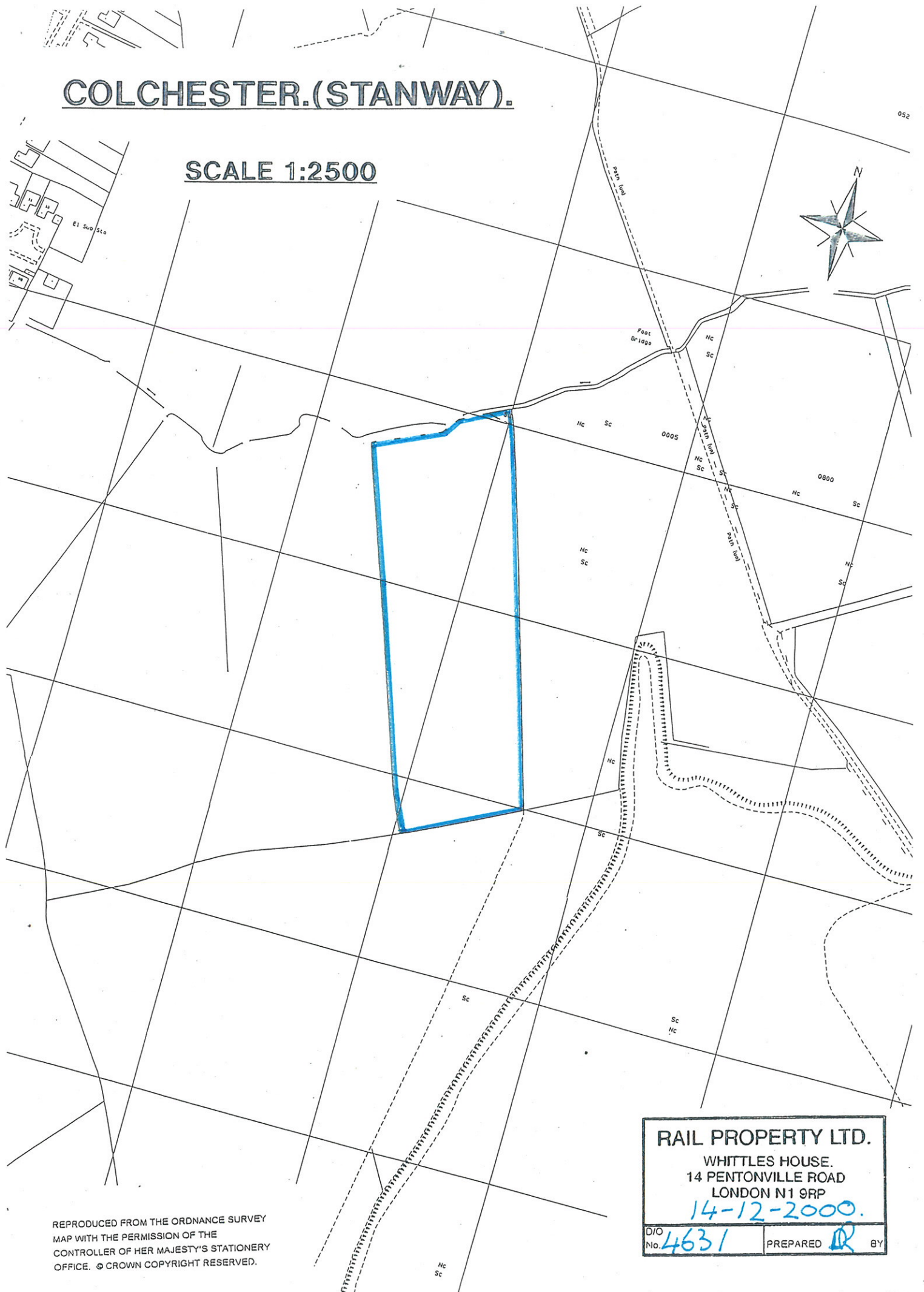
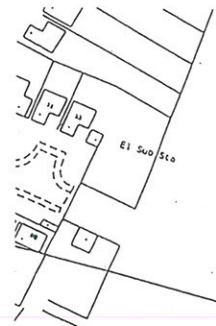
All timber timber-like trees pollards saplings and underwood (other than fruit trees) with power for the Landlord his agents workmen and others to mark fell cut and remove them doing as little damage as possible and paying to the Tenant reasonable compensation for any damage suffered by him in consequence of the exercise of any of those rights

**2.2 Springs etc**

All springs wells ponds streams and watercourses with all fish in them with power for the Landlord and all persons authorised by him (subject to sufficient water being left for the Tenant for domestic and agricultural purposes) to take and carry away water from them by means of pipes or otherwise and to fish in those waters

# COLCHESTER.(STANWAY).

SCALE 1:2500



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| 14-12-2000.   |             |
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### 2.3 **Game**

The exclusive right to all game deer fish wildfowl and other wild birds listed in Part I of the Second Schedule to the Wildlife and Countryside Act 1981 including their nests and eggs and (subject to the Ground Game Act 1880 and the Ground Game (Amendment) Act 1906) the right to all hares woodpigeons rabbits and any other pests together with the right for the Landlord and all persons authorised by him to preserve the game and to hunt course shoot and sport on the Land

### 2.4 **Wayleave Contracts**

The benefit of all wayleave contracts entered into by the Landlord and existing at the date of this agreement and all rents and other money payable under such contracts and the power to carry out on the Land at the Landlord's cost anything required to be done under such contracts by the Landlord

### 2.5 **Right of services**

The right to run use repair or renew pipes drains conduits cables wires or other works (either already existing or any new ones) on the Land for the benefit of any other part of the Landlord's estate

### 2.6 **Right of entry**

The right for the Landlord and all persons authorised by him with all necessary machinery equipment vehicles and horses to enter upon any part of the Land for the purposes of exercising any of the rights excepted and reserved above and for the purpose of inspecting the state user and condition of the Land or any neighbouring land of the Landlord and the making of any necessary tests on it the planting of trees and the making of any other improvement on it or upon such neighbouring land or the felling and removal of timber from such neighbouring land and for the purpose of carrying out any works to any property belonging to the Landlord which adjoins the Land PROVIDED that the Landlord shall make good any damage caused to the Land in consequence of the exercise of the above rights

### 3 **Tenant's agreements**

The Tenant agrees with the Landlord:

#### 3.1 **To pay rent**

To pay the rent on the days and in the manner specified above without making any deduction of any kind from it (including any legal or equitable set-off)

#### 3.2 **To pay rates etc**

To pay all rates taxes and outgoings whatever in respect of the Land

##### 3.2.1 **To keep ditches etc clear**

To keep all ditches and drains on the Land clean and free from obstruction

##### 3.2.2 **To maintain hedges and fences**

To keep all fences and hedges on the Land reasonably cut back and stockproof

#### 3.3 **Not to build**

Not to erect any buildings

#### 3.4 **To land in accordance with rules of good husbandry**

To land in a good and husbandlike manner and in accordance with the rules of good husbandry provided by section 11 of the Agriculture Act 1947 and so as to not impoverish or deteriorate the land and more particularly to apply such quantities of fertiliser at such times and at such frequencies to any permanent pasture on the Land so as to maintain the quality of that pasture

#### 3.5 **To control weeds**

To take all reasonable steps to control and destroy all harmful or injurious weeds throughout the Land

3.6 **User**

To use the Land solely for the purpose of growing arable crops throughout the term of this agreement and for no other purpose whatever and more particularly not to use the Land or any part of it for the purpose of set-aside without the prior written consent of the Landlord

3.7 **Sale off of hay etc during the last year of the tenancy**

If the Landlord gives at least six months notice in writing that he requires any hay straw roots green crops or any other severed crops produced during the last year of the tenancy to be left on the Land at the end of the tenancy not to sell off or remove from the Land any such hay straw roots green crops or other severed crops provided that the Landlord will pay compensation to the Tenant for any such items and that compensation shall be the market value of any such items to which the notice relates

3.8 **Not to assign etc**

Not to assign underlet or part with or share possession of the Land or any part of it

3.9 **To use land for arable purposes only**

Not to use the Land or any part of it or permit or suffer the Land to be used for any use other than arable and not to cease farming in particular not to permit or suffer the erection of any noticeboards or advertisements or camping or the parking of caravans or vehicles or for the purpose of fairs festivals sporting events rallies or other public events

3.10 **Not to dig or remove stone etc**

Not to dig take away or sell any stone gravel earth sand clay turf or peat from the Land without the previous consent in writing of the Landlord or his agent

3.11 **Not to commit waste etc**

Not to commit or suffer any wilful or voluntary waste spoil or destruction on the holding or do or suffer to be done thereon anything which may be or become a nuisance or annoyance to the Landlord or to the owners or occupiers of the adjoining land

3.12 **Not to harm wildlife**

Not to permit anything to be done on the Land to harm any game deer fish wildfowl or wild birds listed in Part I of the Second Schedule to the Wildlife and Countryside Act 1981

3.13 **To stop all encroachments etc**

So far as possible to stop all encroachments and immediately to inform the Landlord thereof and to use his best endeavours to prevent the acquisition of any rights of way public or private or easements over any part of the Land

3.14 **To control pests**

To control woodpigeons rabbits and any other pests on the Land and to compensate the Landlord for any claims made by any owners or occupiers of neighbouring land arising from damage done by any such birds animals or other pests

3.15 **To give notices on entry**

On entering the Land to give all necessary notices and make all necessary applications and payments to preserve any licence granted in respect of the Land under the Water Resources Act 1991 or any similar enactment and subsequently to continue the licence in force during the tenancy and not to surrender it without the consent in writing of the Landlord and not by any act or omission to jeopardise the licence and to produce copies of any such notices and applications and to provide receipts for any such payments if the Landlord should so require

3.16 **To produce notice etc**

At all times immediately upon receipt of any notice order direction or other matter whatsoever affecting the Land to produce it for the Landlord's inspection and to permit the Landlord to make a copy

3.17 **To avoid unnecessary suffering to animals**

To prevent any livestock on the Land being treated in a manner likely to cause unnecessary pain or distress and to comply with any relevant code of practice relating to animal welfare

3.18 **To avoid pollution**

To prevent anything being done on the Land which might cause the pollution of any watercourse or other supply of water and to comply with any Act of Parliament concerning the pollution of the environment including water air noise or soil pollution or contamination or the use of chemical sprays pesticides or fertilisers or the burning of straw or stubble

3.19 **To comply with orders etc**

To comply at once and give sufficient effect to every order direction or notice duly made and served upon him by a competent authority

3.20 **To keep proper records**

To keep proper livestock and cropping records and records of all hay straw silage or other produce burnt on or sold off the Land and records of all quotas allocated to the Land (whether alone or with other land occupied by the Tenant) and any other records which the Landlord or any statutory or regulatory body may reasonably require and to permit the Landlord or Landlord's agent to inspect and take copies of such records

### 3.21 To yield up

At the expiration or earlier determination of the tenancy peaceably and quietly to deliver up to the Landlord vacant possession of the Land in the order and condition referred to above

## 4 Landlord's agreements

The Landlord agrees with the Tenant:

### 4.1 Quiet enjoyment

To permit the Tenant on paying the rents and performing and observing the several agreements by the Tenant contained above peaceably to hold and enjoy the Land without interruption by the Landlord or any person or persons rightfully claiming under him

## 5 Proviso for re-entry

If at any time during the Term:

5.1 the rents shall be in arrears and unpaid for 21 days after becoming due (whether formally demanded or not) or there shall be any breach non-performance or non-observance by the Tenant of any of the covenants and conditions contained in this Agreement or

5.2 in respect of an individual Tenant:

5.2.1 an application is made for an interim order

5.2.2 a bankruptcy petition is presented

5.2.3 a proposal is made for a voluntary arrangement

5.2.4 he enters into a deed of arrangement or

5.3 in respect of a company Tenant:

5.3.1 it goes into liquidation (whether compulsorily or voluntarily) but not a voluntary winding up for the amalgamation or reconstruction of a solvent company

5.3.2 a receiver manager administrative receiver or provisional liquidator is appointed

5.3.3 a petition is presented for an administration order

5.3.4 a proposal is made for a voluntary arrangement or a scheme of arrangement or

5.4 the Tenant suffers any distress or execution to be levied on his goods

then in any such event the Landlord may at any time thereafter (and notwithstanding the waiver of any previous right of re-entry) re-enter the Land and thereupon the Term shall absolutely cease and determine but without prejudice to any rights or remedies which may then have accrued to the Landlord against the Tenant in respect of any antecedent breach (including the breach in relation to which re-entry is made) of any of the covenants and conditions contained in this Agreement

## 6 **Costs**

The costs of and incidental to this agreement shall be borne by the Tenant

## 7 **Custom of the country**

Neither party shall be entitled to the benefit of any custom of the country or make any claim in respect of any such custom

## 8 **Death of the Tenant**

If the Tenant shall die during the term of this Tenancy his executors or administrators shall give notice to the Landlord in writing of his death within one month of the date of death