

The M5 Junction 10 Development Consent Order 2025

Compulsory Purchase (Vesting Declarations) Act 1981

General Vesting Declaration No. 2

To Whom It May Concern

NOTICE IS HEREBY GIVEN that Gloucestershire County Council (“the Acquiring Authority”) on 23 April 2026 executed a general vesting declaration under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981 acquiring the rights and imposing the restrictions over the land described in the Schedule to this notice (“the land”) as from the end of the period of 3 months from the date on which the service of the notices required by section 6¹ of the Act is completed.

The Acquiring Authority will in due course tell you the date on which the service of the notices was completed.

The effect of the general vesting declaration is as follows:-

On the first day after the end of the period referred to in the first paragraph of this notice (“the vesting date”) the rights and the benefit of restrictions over the land described in the Schedule, together with the right to enter on the land and exercise the rights or enforce the restrictions, will vest in the Acquiring Authority.

Also, on the vesting date the Acts providing for compensation will apply as if, on the date on which the general vesting declaration was executed (namely, 23 April 2026), a notice to treat had been served on every person on whom, under section 5 of the Compulsory Purchase Act 1965, the Acquiring Authority could have served such a notice (other than any person entitled to a “minor tenancy” or a “long tenancy which is about to expire”. These expressions are defined in the Appendix to this notice).

If the land includes any land in which there is a minor tenancy or a long tenancy which is about to expire, the right of entry will not be exercisable in respect of that land unless, after serving a notice to treat in respect of that tenancy, the Acquiring Authority have served on every occupier of any of the land in which the tenancy subsists a notice stating that, at the end of a specified period (at least 3 months from the date of the service of the notice) they intend to enter upon and exercise the rights or enforce the restrictions specified in the notice, and that period has expired. The vesting of the rights and the benefit of the restrictions will then be subject to the tenancy until that period expires, or the tenancy comes to an end, whichever happens first.

Schedules A1² and 1 to the Act contain supplementary provisions as to general vesting declarations in relation to the acquisition of parts of interests in land.

A copy of the general vesting declaration to which this notice refers and of the plan annexed to the declaration can be inspected at Cheltenham Library, Clarence Street, Cheltenham, Gloucestershire GL50 3JT or at Tewkesbury Library, Sun Street, Tewkesbury, Gloucestershire GL20 5NX and may be seen at all reasonable hours. Copies of these

¹ Section 6 of the 1981 Act as modified by article 28(7) of the M5 Junction 10 Development Consent Order 2025.

² Schedule A1 to the 1981 Act as amended by article 28(8) of the M5 Junction 10 Development Consent Order 2025 .

documents can also be found online at: www.gloucestershire.gov.uk/highways/major-projects-list/m5-junction-10-improvements-scheme

SCHEDULE

Plot No.	Description of Land
5/4b	4631 square metres of agricultural land, east of Sheldon Nurseries and the M5, northwest of Laburnum, Elmstone Hardwicke
5/4b(i)	867 square metres of agricultural land, southeast of Sheldon Nurseries and northwest of Laburnum, Elmstone Hardwicke
5/4b(ii)	977 square metres of agricultural land and hedgerows, southeast of Sheldon Nurseries and northwest of Laburnum, Elmstone Hardwicke
5/4b(iii)	111 square metres of agricultural land, southeast of Sheldon Nurseries and northwest of Laburnum, Elmstone Hardwicke
5/11b	491 square metres of agricultural land, farm track and public bridleway (BR AUC1)), southeast of Sheldon Nurseries and north of Tewkesbury Road (A4019), Elmstone Hardwicke and Uckington
5/31d	1148 square metres of agricultural land and hedgerows, north of Withybridge Gardens and east of the M5, Elmstone Hardwicke
12/1e	2280 square metres of agricultural land, farm track and public bridleway (BR AUC1)), east of Withy Bridge and north of Tewkesbury Road (A4019), Elmstone Hardwicke and Uckington

References to Plot numbers above refer to the plot numbers as shown on the Land Plans (as defined in Article 2 of the M5 Junction 10 Development Consent Order) and described in the Book of Reference (as defined in Article 2 of the M5 Junction 10 Development Consent Order)

Appendix Definitions of “minor tenancy” and “long tenancy about to expire”

Section 2(1) and (2) of the Act

“long tenancy which is about to expire”, in relation to a general vesting declaration, means a tenancy granted for an interest greater than a minor tenancy, but having on the vesting date a period still to run which is not more than the specified period (that is to say, such period, longer than one year, as may for the purposes of this definition be specified in the declaration in relation to the land in which the tenancy subsists).

“minor tenancy” means a tenancy for a year or from year to year, or any lesser interest.

In determining for the purposes of this subsection what period a tenancy still has to run on the vesting date it shall be assumed –

- (a) that the tenant will exercise any option to renew the tenancy, and will not exercise any option to terminate the tenancy, then or thereafter available to him;
- (b) that the landlord will exercise any option to terminate the tenancy then or thereafter available to him.

Dated this 8th day of May 2026

Sharpe Pritchard LLP
Elm Yard
10-16 Elm Street
London WC1X 0BJ

Solicitors for Gloucestershire County Council

DATED

23rd April

2026

GLOUCESTERSHIRE COUNTY COUNCIL

THE M5 JUNCTION 10 DEVELOPMENT CONSENT ORDER 2025

GENERAL VESTING DECLARATION NO. 2

relating to

**LAND east of Sheldon Nurseries and the M5, northwest of Laburnum,
Elmstone Hardwick**

**LAND southeast of Sheldon Nurseries and northwest of Laburnum,
Elmstone Hardwicke;**

**LAND southeast of Sheldon Nurseries and north of Tewkesbury Road
(A4019), Elmstone Hardwicke and Uckington; and**

**LAND east of Withy Bridge and north of Tewkesbury Road (A4019),
Elmstone Hardwicke and Uckington**

THE M5 JUNCTION 10 DEVELOPMENT CONSENT ORDER 2025

GENERAL VESTING DECLARATION NO. 2

This **GENERAL VESTING DECLARATION** is executed on the 23rd day of April 2026 by Gloucestershire County Council ("the Authority"), on behalf of Wales & West Utilities Limited ("WWU")

WHEREAS:-

- (1) On 4 June 2025, a development consent order entitled The M5 Junction 10 Development Consent Order 2025 (SI 2025 No.0000) was made by the Secretary of State for Transport under the powers conferred on her by the Planning Act 2008 (the "**Development Consent Order**").
- (2) The Development Consent Order came into force on 25 June 2025. Article 10 of the Development Consent Order, authorised the Authority to transfer the benefit of the provisions under the Development Consent Order to WWU, for the purpose of exercising powers under the Development Consent Order to impose restrictive covenants in form described in the Second Schedule hereto and to acquire new rights over land as described in the Third Schedule hereto.
- (3) Article 28 of the Development Consent Order provides for the application, with modifications (as identified in Article 28) of the Compulsory Purchase (Vesting Declarations) Act 1981 ("**the Act**") to the Development Consent Order. The Act prescribes vesting procedures for land subject to powers of compulsory acquisition under the Development Consent Order.
- (4) Notice of compulsory acquisition was first published in accordance with section 134 of the Planning Act 2008 on 12 June 2025.
- (5) That notice included the statement and form prescribed under section 15(4) (e) and (f) of the Acquisition of Land Act 1981.

NOW THIS DEED WITNESSETH that, in exercise of the powers conferred by Section 4 of the Act, as applied by Article 28 of the Development Consent Order and transferred under Article 10 of the Development Consent Order, the Authority hereby declares:-

1. The Restrictive Covenants (defined in the First Schedule and set out in the Second Schedule to this Declaration) be imposed over the Covenant Affected Land (defined in the First Schedule and shown coloured blue on the GVD Plans annexed hereto) and the New Rights (defined in the First Schedule and set out in the Third Schedule to this Declaration) to be acquired over the New Rights Affected Land (defined in the First Schedule and shown coloured blue on the GVD Plans annexed hereto) being rights and covenants authorised to be acquired or imposed by the Development Consent Order, **SHALL VEST** in WWU as from the Vesting Date (defined in the First Schedule), with the benefit of and the right to enforce the Restrictive Covenants against the Covenant Affected Land and to exercise and enforce the New Rights against the New Rights Affected Land, for the benefit of WWU and each and every part of WWU's Undertaking that is capable of benefitting from it.
2. For the avoidance of doubt, no estate or interest in land shall vest in the Authority pursuant to this Declaration.
3. In this Declaration, wherever the context permits:-

- (a) the headings are for convenience only and do not affect the interpretation of this Declaration;
- (b) the capitalised terms appearing in this Declaration (including the Schedules) have the respective meanings assigned to them in this Declaration and, in particular, where the capitalised terms set out in the First Schedule denote defined terms, those defined terms shall apply throughout this Declaration;
- (c) reference to any statute or section of any statute includes a reference to any statutory amendments, modifications or re-enactment thereof for the time being in force and to every instrument, order, direction, regulation, bye-law, commission, licence, consent, condition, scheme or other such matter made under or pursuant to statute;
- (d) wording importing the singular includes the plural and vice versa and wording importing gender includes any other gender;
- (e) references to persons includes persons, firms and companies;
- (f) the word "including" means including without limitation;
- (g) the words "in particular" mean in particular, but without prejudice to the generality of the preceding wording;
- (h) a reference to Covenant Affected Land or New Rights Affected Land includes reference to any part thereof unless the context otherwise requires;
- (i) a reference to any Existing Title (as defined in the First Schedule) includes reference to any part thereof unless the context otherwise requires;
- (j) references to numbered Plots relates to the Plot numbers which appear on the land plans certified by the Secretary of State in accordance with article 44 of the Development Consent Order;
- (k) a reference to a particular numbered Plot or to a group or series of Plots includes reference to the whole and all parts thereof unless the context otherwise requires;
- (l) references to a particular Schedule are to the relevant Schedule of this Declaration; and
- (m) references to a "Part" of a Schedule is reference to such part of that Schedule as the context permits.

4. This Declaration shall have the effect of vesting in the WWU on the Vesting Date the following interests in the GVD Land:

- (a) for the benefit and protection of the whole of WWU's Undertaking, the right for WWU to the benefit of and the right to enforce the Restrictive Covenants defined in the First Schedule and described in the Second Schedule against the New Rights Strip and Covenant Affected Land; and
- (b) for the benefit and protection of the whole of WWU's Undertaking the right for WWU to the benefit of and the right to enforce the New Rights defined in the First Schedule and described in the Third Schedule against the whole and all parts of the New Rights Affected Land.

5. The Authority on behalf of WWU hereby requests the Chief Land Registrar on or after the Vesting Date:
- (a) to note the Restrictive Covenants against each affected Existing Title which contains the Covenant Affected Land;
 - (b) to note the New Rights against each affected Existing Title which contains New Rights Affected Land;

THE FIRST SCHEDULE

DEFINED TERMS

Defined Term	Meaning of Defined Term
"Apparatus"	the Pipeline and all ancillary apparatus;
"Authority"	Gloucestershire County Council of Shire Hall, Westgate Street, Gloucester GL1 2TG;
"Covenant Affected Land"	all that GVD Land which is shown coloured blue on the GVD Plan which corresponds to the Plot numbers set out in the Third Schedule;
"Existing Title"	the title applicable to each relevant Plot or part of a Plot of GVD Land as listed in the Second Schedule or Part 2 of the Third Schedule;
"Gas"	the gas that WWU is licensed to convey and includes such materials as are necessary to ensure the safety and integrity of the Gas and the Apparatus;
"GVD Land"	the land edged red on the GVD Plans which is shown on those plans coloured blue and which comprises the Covenant Affected Land and/or the New Rights Affected Land;
"GVD Plan"	the plan so titled and annexed to this Declaration showing in plan form the GVD Land in parts coloured blue;
"New Rights"	the rights and easements set out in Part 2 of the Third Schedule which burden the New Rights Affected Land for the benefit of and protection of WWU's Undertaking and which are in each case to be read and construed subject to the provisions of general application which apply to all the New Rights as set out in Part 1 of the Third Schedule with the intent that the benefit of such rights and easements will be for and run with WWU's Undertaking and the burden of those rights and easements will bind and run with the specified plots of the New Rights Affected Land;
"New Rights Affected Land"	all that GVD Land which corresponds to the Plot numbers set out in the Fourth Schedule;
"New Rights Strip"	the strip or strips of land 12 metres in width coloured pink in the approximate position and for identification purposes only on Plan 2 in the Annexures;
"Pipeline"	a gas main laid or to be laid within the GVD Land;
"Plot"	each or any of the plots of land identified on the GVD Plans and in the Second Schedule and Third Schedule, (which for the avoidance of doubt correspond to the plots of land so identified on the land plans certified by the Secretary of State for Transport in connection with the Development Consent Order);
"Restrictive Covenants"	the restrictive and other covenants and obligations set out in the Second Schedule which burden the Covenant Affected Land with the intent that the benefit of such covenants and other matters will be for and run with WWU's Undertaking and the burden of those covenants and other matters will bind

	and run with the specified Plots of the Covenant Affected Land;
"Storage"	the storage of gas in accordance with WWU's licence to operate as a gas transporter (within the meaning of section 7 of the Gas Act 1986 as amended);
"Vesting Date"	the date 3 months and one day after the later of (a) the date of this Declaration; and (b) the date on which the service of notice required by section 6 of the Act is completed (as certified by the Authority, acting on WWU's behalf);
"WWU"	Wales & West Utilities Limited whose registered office is at Wales & West House, Spooner Close, Celtic Springs, Newport NP10 8FZ (Company Registration Number 5046791) ;
"WWU's Undertaking"	WWU's business undertaking and gas distribution network and each and every part of it.

THE SECOND SCHEDULE

Restrictive Covenants which are imposed for the benefit of WWU's Undertaking on Covenant Affected Land (which is the land shown on the GVD Plans coloured blue)

Plot Number on GVD Plan.	Plot Description	Existing Title	Restrictive Covenants
5/4b	4631 square metres of agricultural land, east of Sheldon Nurseries and the M5, northwest of Laburnum, Elmstone Hardwicke	GR211814 Unregistered	1. Not: 1.1 to knowingly do or cause or permit to be done on the Covenant Affected Land anything calculated or likely to cause damage or injury to the Apparatus and will take all reasonable precautions to prevent such damage or injury; 1.2 without the prior consent in writing of WWU (such consent not to be unreasonably withheld or delayed) to make or cause or permit to be made any material alteration to or any deposit of anything upon any part of the New Rights Strip so as to interfere with or obstruct the access to it or to the Apparatus by WWU or so as to lessen or in any way interfere with the support afforded to the Apparatus by the surrounding soil including minerals or so as materially to reduce the depth of the soil above the Apparatus;
5/4b(i)	867 square metres of agricultural land, southeast of Sheldon Nurseries and northwest of Laburnum, Elmstone Hardwicke	GR211814 Unregistered	
5/4b(ii)	977 square metres of agricultural land and hedgerows, southeast of Sheldon Nurseries and northwest of Laburnum, Elmstone Hardwicke	GR211814	

5/4b(iii)	111 square metres of agricultural land, southeast of Sheldon Nurseries and northwest of Laburnum, Elmstone Hardwicke	GR211814	<p>1.3 without the prior consent in writing of the WWU (such consent not to be unreasonably withheld or delayed) to erect or install or cause or permit to be erected or installed any building or structure or permanent apparatus in through or over the New Rights Strip;</p> <p>1.4 without the prior consent in writing of WWU (such consent not to be unreasonably withheld or delayed) to plant or grow trees or bushes in the New Rights Strip.</p>
5/11b	491 square metres of agricultural land, farm track and public bridleway (BR AUC1)), southeast of Sheldon Nurseries and north of Tewkesbury Road (A4019), Elmstone Hardwicke and Uckington	GR216008	
5/31d	1148 square metres of agricultural land and hedgerows, north of Withybridge Gardens and east of the M5, Elmstone Hardwicke	GR226911 Unregistered	
12/1e	2280 square metres of agricultural land, farm track and public bridleway (BR AUC1)), east of Withy Bridge and north of Tewkesbury Road (A4019), Elmstone Hardwicke and Uckington	GR216008	

THE THIRD SCHEDULE

New Rights to be acquired for the benefit of WWU's Undertaking over the New Rights Affected Land (which is the land shown on the GVD Plans coloured blue)

Part 1

Points of general application to all the New Rights

1. All of the New Rights are granted and reserved together with rights to enter and remain on the New Rights Affected Land, as specified in Part 2 of this Schedule.
2. All of the New Rights are granted and reserved on the basis that the party exercising them must (except in an emergency):-
 - a. take all reasonable precautions to avoid obstruction to or interference with the use of the New Rights Affected Land, any fixtures fittings and personal possessions thereon and damage and injury to it;
 - b. where reasonably practicable, make good all damage or injury to the New Rights Affected Land and any fixtures fittings and personal possessions thereon caused by the exercise of the New Rights and where this is not reasonably practicable, to compensate the relevant landowner for the failure so to make good;
 - c. where it reasonably can and while the Apparatus remains operational, keep it in proper repair and condition and, if the Apparatus, or any part of it, is abandoned, make the Apparatus permanently safe;
 - d. pay all rates and taxes and other impositions which may be imposed in respect of the New Rights.

Part 2

The New Rights and the Plots to which they relate

Plot Number on GVD Plan.	Plot Description	Existing Title	New Rights
5/4b	4631 square metres of agricultural land, east of Sheldon Nurseries and the M5, northwest of Laburnum, Elmstone Hardwicke	GR211814 Unregistered	1.1 To lay construct inspect maintain protect replace remove or render unusable the Apparatus in upon and over the New Rights Affected Land.
5/4b(i)	867 square metres of agricultural land, southeast of Sheldon Nurseries and northwest of Laburnum, Elmstone Hardwicke	GR211814 Unregistered	1.2 To use the Apparatus for the distribution and Storage of Gas. 1.3 To pass over the New Rights Affected Land for the purposes of the exercise of the rights in this paragraph 1 and any works required to the
5/4b(ii)	977 square metres of agricultural land and hedgerows, southeast of	GR211814	

	Sheldon Nurseries and northwest of Laburnum, Elmstone Hardwicke		Apparatus or other WWU apparatus.
5/4b(iii)	111 square metres of agricultural land, southeast of Sheldon Nurseries and northwest of Laburnum, Elmstone Hardwicke	GR211814	1.4 to access over so much of the New Rights Affected Land as is reasonably required for access to the Apparatus and or other WWU apparatus at all reasonable times and in an emergency at any time whether or not with workmen vehicles machinery and apparatus.
5/11b	491 square metres of agricultural land, farm track and public bridleway (BR AUC1)), southeast of Sheldon Nurseries and north of Tewkesbury Road (A4019), Elmstone Hardwicke and Uckington	GR216008	1.5 to enter the New Rights Affected Land in its absolute discretion to remove trees and bushes growing in the New Rights Strip, Provided that in exercising this right of access WWU shall give as much notice as reasonably practicable to the relevant owner of the New Rights Affected Land (save in the case of emergency when no such notice need be given).
5/31d	1148 square metres of agricultural land and hedgerows, north of Withybridge Gardens and east of the M5, Elmstone Hardwicke	GR226911 Unregistered	
12/1e	2280 square metres of agricultural land, farm track and public bridleway (BR AUC1)), east of Withy Bridge and north of Tewkesbury Road (A4019), Elmstone Hardwicke and Uckington	GR216008	

ANNEXURES

GVD PLANS



Map Centre: 390785E 225688N

PLOT AREAS BY ACQUISITION TYPE

Permanent:
No Plots

Temporary:
No Plots

New Rights:
5/4b: 4630.62m² 12/1e: 2279.98m²

5/4b(i): 866.83m²
5/4b(ii): 976.79m²
5/4b(iii): 111.38m²
5/11b: 491.04m²
5/31d: 1147.57m²

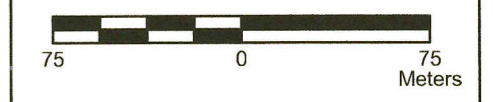
21241



Project Title:
M5 JUNCTION 10 IMPROVEMENTS SCHEME

Drawing Title:
THE M5 JUNCTION 10 DEVELOPMENT CONSENT ORDER 2025: GVD NO. 2 PLAN

Designed --	Drawn LM	Checked GT	Date 19/02/2026
Internal Project Number: J0041885-26-63		Suitability Land Agreement	
Scale @ A3 1:3,000		Zone Whole Site	



SCALE: 1:3,000

Legend

LAND TO BE USED TEMPORARILY AND RIGHTS TO BE ACQUIRED PERMANENTLY 10,504.23m²

The **COMMON SEAL** of)
GLOUCESTERSHIRE COUNTY COUNCIL was)
hereunto affixed in the presence of:-)

Authorised Signatory



Annabel Butler
For Assistant Director of Legal Services



21241