

**Martin**

**From:** Peter [redacted]@michelmores.com]  
**Sent:** 25 August 2006 08:44  
**To:** [redacted] Martin  
**Subject:** FW: Birchanger MSA, M11 - Licence for Alterations  
**Attachments:** 06019\_101\_G pdf, 06019\_104 pdf, 06019\_103 pdf, 06019\_102\_A pdf

Martin,

Please see the email and drawings below

Can you please let me know whether you approve the revised drawings, and whether you would be happy for the Licence to Alter to be amended in manuscript to include reference to them

Thanks,

Peter

-----Original Message-----

**From:** Mary [redacted] [mailto:Mary [redacted]@blplaw.com] **On Behalf Of** David [redacted]  
**Sent:** 24 August 2006 16:10  
**To:** Peter [redacted]  
**Subject:** Birchanger MSA, M11 - Licence for Alterations

I understand you are looking after this matter in the absence of Chris [redacted] on holiday.

You kindly sent me the engrossment licence to underlet in triplicate and I am having this executed by Sainsbury's and by my clients Welcome Break. You also sent the engrossment licence for alterations in two parts which is only to be executed by my clients. However I have discovered that the plans previously produced to you and which are annexed to or referred to in the licence for alterations have been slightly superseded by updated versions and I attach copies of the updated versions. Would you be happy for us to substitute these into the licence for alterations and change any references in manuscript and have the alterations initialled rather than troubling you to produce fresh engrossments?

Regards

**David [redacted]**  
**Berwin Leighton Paisner LLP**  
Adelaide House London Bridge London EC4R 9HA  
Tel: 020 7427 1266  
Fax: 020 7760 1111  
[mailto:david.\[redacted\]@blplaw.com](mailto:david.[redacted]@blplaw.com)

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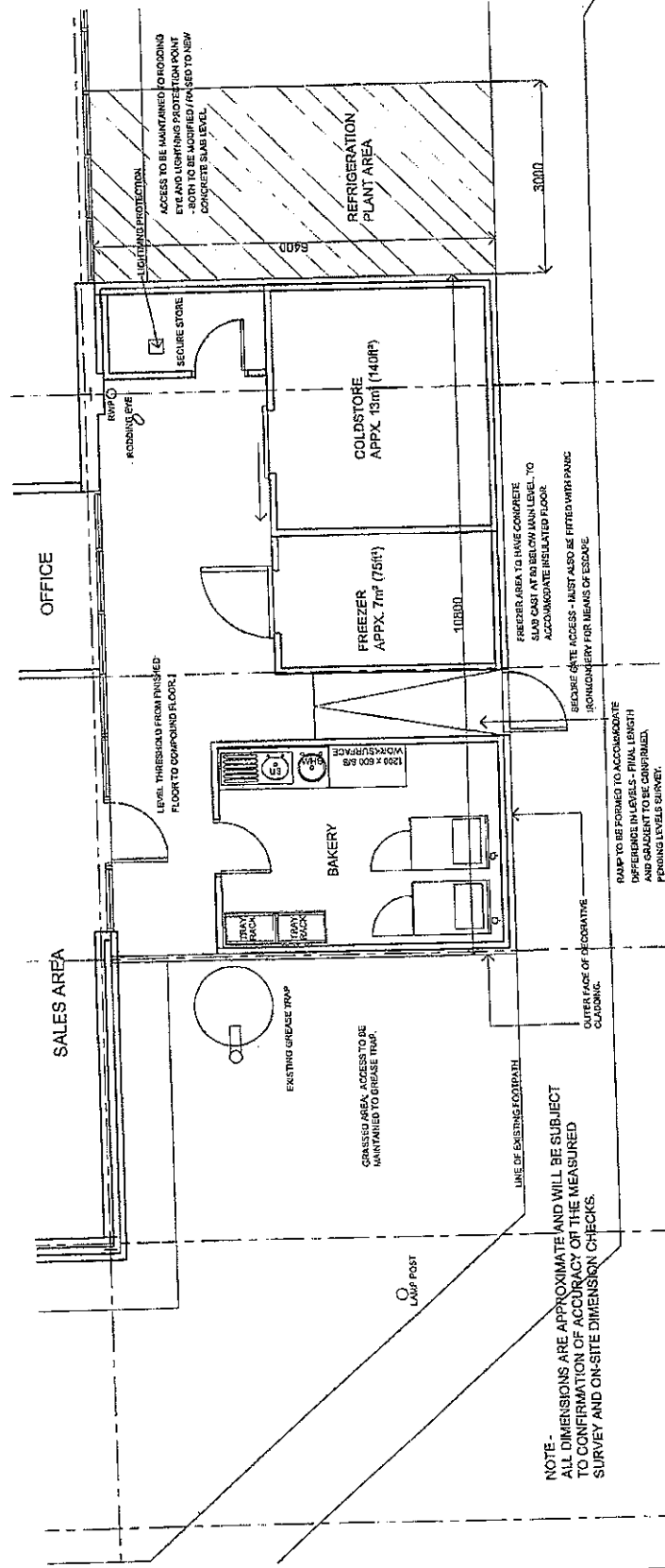
**Berwin Leighton Paisner LLP**

29/08/2006



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NOTES



NOTES: 1. ALL DIMENSIONS ARE APPROXIMATE AND WILL BE SUBJECT TO CONFIRMATION OF ACCURACY OF THE MEASURED SURVEY AND ON-SITE DIMENSION CHECKS.

# **Sainsbury's Local**

PRELIMINARY / FEASIBILITY

## **CONSTRUPHINE & WRIGHT**

ARCHITECTURE CONSULTANTS  
100 High Street, 2nd Floor, London, E1 1AA  
Tel: 020 7461 1000 Fax: 020 7461 1001  
Email: info@construphine.com

SAINSBURY'S LOCAL  
BIRCHWATER GREEN SERVICE STATION

PROPOSED PLAN  
BACK UP COMPOUND

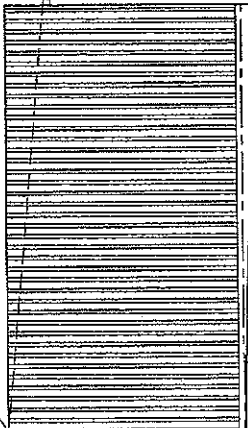
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For all dimensions and details refer to the relevant specification or standard. All dimensions are in millimetres unless otherwise stated. All dimensions are to the face of the work unless otherwise stated. All dimensions are to the face of the work unless otherwise stated. All dimensions are to the face of the work unless otherwise stated.

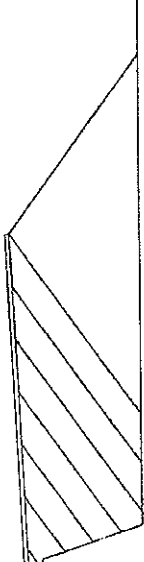
NOTES:

MONO-PITCH ROOF - AT NOM. 5°  
PITCH, WITH TRIPLE LAYER CLEAR  
POLYCARBONATE SHEET FINISH.

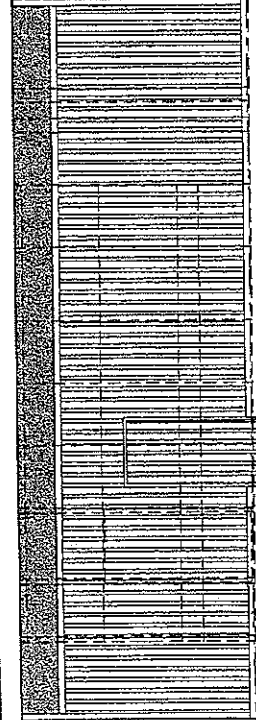


SOLID TIMBER PANEL FENCE - TO RESEMBLE HIT & MISS - ON  
SUITABLE FRAMEWORK - STAINED DARK BROWN - SIMILAR  
TO OTHER ENCLOSURES ON THE SITE. PANEL HEIGHT TO  
UNDERSIDE OF EXISTING EAVES.

## SIDE ELEVATION



MONO-PITCH ROOF - AT NOM. 5° PITCH, WITH TRIPLE LAYER  
CLEAR POLYCARBONATE SHEET FINISH.  
SHOWN GREY HATCHED.



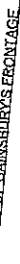
## REAR ELEVATION

PLANT ENCLOSURE SIMILAR - SUBJECT TO CONFIRMATION

Sainsbury's Local  
PRELIMINARY / FEASIBILITY

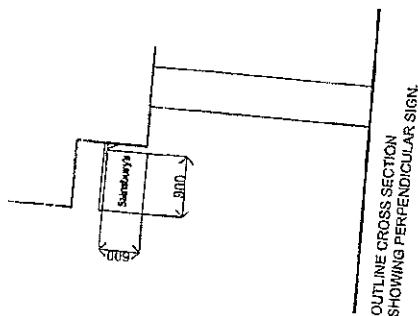
**CORSTORPHINE & WRIGHT**  
ARCHITECTS, 281-283, 285, 287, 289, 291, 293, 295, 297, 299, 301, 303, 305, 307, 309, 311, 313, 315, 317, 319, 321, 323, 325, 327, 329, 331, 333, 335, 337, 339, 341, 343, 345, 347, 349, 351, 353, 355, 357, 359, 361, 363, 365, 367, 369, 371, 373, 375, 377, 379, 381, 383, 385, 387, 389, 391, 393, 395, 397, 399, 401, 403, 405, 407, 409, 411, 413, 415, 417, 419, 421, 423, 425, 427, 429, 431, 433, 435, 437, 439, 441, 443, 445, 447, 449, 451, 453, 455, 457, 459, 461, 463, 465, 467, 469, 471, 473, 475, 477, 479, 481, 483, 485, 487, 489, 491, 493, 495, 497, 499, 501, 503, 505, 507, 509, 511, 513, 515, 517, 519, 521, 523, 525, 527, 529, 531, 533, 535, 537, 539, 541, 543, 545, 547, 549, 551, 553, 555, 557, 559, 561, 563, 565, 567, 569, 571, 573, 575, 577, 579, 581, 583, 585, 587, 589, 591, 593, 595, 597, 599, 601, 603, 605, 607, 609, 611, 613, 615, 617, 619, 621, 623, 625, 627, 629, 631, 633, 635, 637, 639, 641, 643, 645, 647, 649, 651, 653, 655, 657, 659, 661, 663, 665, 667, 669, 671, 673, 675, 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**WITCO.**



**STORE FRONT ELEVATION ONTO CONCOURSE**

GLAZED SCREEN - GENERALLY 1200 HIGH STAINLESS STEEL FRAMED SYSTEM (SUPPLIED BY "RAYFORDS" OR SIMILAR), WITH END SECTION ADJACENT CHECKOUTS AT 1800 HIGH



**Sainsbury's**

PRELIMINARY / FEASIBILITY

**CORSTORPHINE & WRIGHT**  
CONCRETE CONSTRUCTORS  
College House, 26 Holborn Viaduct, London, EC1A 2AT  
Tel: 011 742 0620  
Fax: 011 742 0629  
e-mail: c&w@corstorphine.co.uk

SAIMSBURY LOCAL  
BIRCHANGER GREEN SERVICE STATION

PROPOSED ELEVATION ON TO CONCOUSE

From	To	Amount	Date
SV		1:50	02-04-08
Total		104	

our ref DNL/16537.119  
your ref  
ddi 020 7427 1266  
e-mail david [REDACTED]@blplaw.com

Martin [REDACTED]  
Policy Advisor  
Highways Agency  
Spatial Planning Team C3  
5 Broadway  
Broad Street  
Birmingham  
B15 1BL

14 August 2006

Dear Mr [REDACTED]

**Welcome Break Limited and Sainsbury's Supermarkets Limited  
Birchanger MSA**

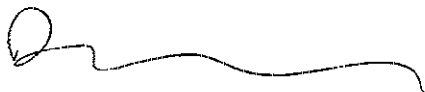
I know that my clients have had some direct discussion with you on this matter regarding their proposed trial installation of a Sainsbury's Local Supermarket in Birchanger Motorway Service Area

As you are aware, we are already in correspondence with Chris [REDACTED] of Michelmores in relation to a licence for alterations in relation to the matter. We now wish to make formal application for the Secretary of State's consent under the provisions of clause 3.15(1) of our clients' lease of the Motorway Service Area to grant to Sainsbury's Supermarkets Limited a licence to occupy for a term not exceeding 6 months

A copy of the proposed form of licence is attached and you may accept this latter as our firm's undertaking to be responsible for the Secretary of State's reasonable legal costs in this matter whether or not it proceeds to completion

The matter is rather urgent as our clients and Sainsbury's wish to commence the trial at the beginning of September. We therefore shall be most grateful if we could please hear from you as soon as possible that consent is granted for our clients to enter into this licence to occupy. In view of the fact that it is such a short term document we would hope that in this instance the consent could be granted by way of letter rather than having to have a formal licence document from the Secretary of State

Yours sincerely



David [REDACTED]

ml\5314402.1

## DATED

## PARTIES

- |   |          |  |
|---|----------|--|
| 1 | Licensor | <b>WELCOME BREAK GROUP LIMITED</b> (company no 3147949) whose registered office is at 2 Vantage Court Tickford Street Newport Pagnell Buckinghamshire MK16 9EZ |
| 2 | Licensee | <b>SAINSBURY'S SUPERMARKETS LTD</b> (company no 3261722) whose registered office is at 33 Holborn London EC1N 2HT  |

## OPERATIVE PROVISIONS

### 1 Definitions and interpretation

- 1.1 Unless the contrary intention appears, the following definitions apply:

<i>Licence Fee</i>	one peppercorn per month (if demanded);
<i>Premises</i>	the property known as shop unit at Birchanger Green Motorway Service Area, M11 Motorway, Birchanger, Essex shown edged red on the attached plan;
<i>Lease</i>	the Lease dated 20 June 1997 made between Secretary of State for Transport (1) and Welcome Break Group Limited (2);
<i>Licence Period</i>	the duration of this Licence as set out in clause 2 2; and
<i>Sainsbury's Local</i>	a retail shop within the meaning of Class A1 of the Town and Country Planning (Use Classes Order 1987 to be operated by the Licensee with a product range commensurate with the motorway travellers needs.

1.2 Clause and paragraph headings in this licence are for ease of reference only and shall not be taken into account in the construction or interpretation of the clause or paragraph to which they refer.

1.3 References in this licence to a clause are references where the context so admits to a clause in this licence

1.4 Words importing the singular meaning include where the context so admits the plural meaning and vice versa

1.5 Words of the neuter gender include the feminine and masculine genders and words denoting natural persons include corporations and firms and all such words shall be construed interchangeably in that manner.

1.6 Words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to permit infringement of the restriction.

## **2 Grant of the licence**

2.1 In consideration of the Licence Fee and subject to the terms of this licence the Licensor permits the Licensee to use on a non-exclusive basis as licensee only the Premises for operating a Sainsbury's Local.

2.2 This licence takes effect for a period commencing on [ ] 2006 and expiring on [ ] 2006 or until earlier determination as provided for in clause 6

## **3 Personal licence**

3.1 This licence is personal to the Licensee and is not assignable

3.2 The grant of this licence gives no proprietary interest whatsoever to the Licensee nor does it confer exclusive possession of the Premises or create any relationship of landlord and tenant.

3.3 The rights conferred by this Licence may be exercised only by the Licensee its visitors and employees

## **4 Obligations of the Licensee**

The Licensee agrees with the Licensor:



- 4.1 from the date hereof to pay to the Licensor the Licence Fee (if demanded) on the first day in every month;
- 4.2 to maintain all the Licensee's fixtures and fittings in good and proper working order and replace such items as and if the Licensee reasonably considers it expedient to do so, when necessary with items of a suitable and similar nature and to remove such fixtures and fittings immediately on the expiry of the Licence Period making good as soon as reasonably practicable thereafter any damage caused to the Licensor's premises by such removal or which was caused to the Licensor's premises by the Licensee during the Licence Period to the reasonable satisfaction of the Licensor, having due regard to the condition of the Premises prior to the Licensee's fit out of the same;
- 4.3 to keep and leave the Premises at the end of the Licence Period in as clean and tidy a condition and clear of rubbish as they are as the commencement of the Licensee's occupation;
- 4.4 not to breach (or cause the Licensor to be in breach of) the tenant's obligations under the Lease to the extent that the same relate to the Premises (provided that this clause 4.4 shall not apply to the payment of Rent (as defined in the Lease));
- 4.5 to indemnify the Licensor against all claims and expenses arising through any default in compliance with the Licensee's obligations in this Licence.
- 4.6 to insure its own fixtures and fittings and stock during the Licence Period.
- 4.7 not to cause any damage or disturbance to the Licensor, or to the owners or occupiers of land and buildings neighbouring the Premises;
- 4.8 to comply with all provisions and requirements of all enactments relating to the Premises and the Licensee's use of it and not to do anything that might breach a statutory requirement affecting the Premises or which would or might vitiate in whole or part the insurance effected for the Premises from time to time (regardless of whether such cover was effected by the Licensee, Licensor or a third party);
- 4.9 not to allow any person into, or to share, occupation of all or part of the Premises other than the Licensee, its visitors and employees during the Licence Period;

5       **Licensors obligations**

5.1       The Licensor shall ensure the building of which the Premises form part shall remain open to members of the public between the hours of 7 am to 10 pm daily

5.2       The Licensor shall throughout the Licence Period keep open and operate the Birchanger Green Motorway Service Area to the same high retail standard as so done prior to the commencement of this Licence

6       **Determination of the licence**

6.1       This licence may be determined by the Licensee at any time on giving to the Licensor not less than 28 days previous notice in writing

6.2       This licence may be determined by the Licensor forthwith on notice in writing to the Licensee:

(a)       if the Licensee commits an irremediable breach of this licence or

(b)       if the Licensee has failed to remedy within a reasonable time after notice from the Licensor a breach which is capable of remedy

6.3       Termination of this licence shall be without prejudice to any accrued right of action vested in the Licensor or the Licensee in respect of any breach by the other of their respective obligations under this licence.

7       **Notices**

7.1       Any notice or notification served or given under or in connection with this licence shall be in writing

7.2       Section 196(4) of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) shall apply to all notices required to be given or served under this licence

SIGNED by the duly authorised representatives of the parties on the date of this document

Signed by )  
for and on behalf of )  
**WELCOME BREAK GROUP LIMITED** )

Signed by )  
for and on behalf of )  
**SAINSBURY'S SUPERMARKETS LTD** )

[illegible]

Proposed 'Red Line'  
for Lease

11-19-87, 11-27-87, 12-10-87, 12-17-87, 12-24-87, 1-7-88, 1-14-88, 1-21-88, 1-28-88, 2-4-88, 2-11-88, 2-18-88, 2-25-88, 3-4-88, 3-11-88, 3-18-88, 3-25-88, 4-1-88, 4-8-88, 4-15-88, 4-22-88, 4-29-88, 5-6-88, 5-13-88, 5-20-88, 5-27-88, 6-3-88, 6-10-88, 6-17-88, 6-24-88, 7-1-88, 7-8-88, 7-15-88, 7-22-88, 7-29-88, 8-5-88, 8-12-88, 8-19-88, 8-26-88, 9-2-88, 9-9-88, 9-16-88, 9-23-88, 9-30-88, 10-7-88, 10-14-88, 10-21-88, 10-28-88, 11-4-88, 11-11-88, 11-18-88, 11-25-88, 12-2-88, 12-9-88, 12-16-88, 12-23-88, 12-30-88, 1-6-89, 1-13-89, 1-20-89, 1-27-89, 2-3-89, 2-10-89, 2-17-89, 2-24-89, 3-2-89, 3-9-89, 3-16-89, 3-23-89, 3-30-89, 4-6-89, 4-13-89, 4-20-89, 4-27-89, 5-4-89, 5-11-89, 5-18-89, 5-25-89, 6-1-89, 6-8-89, 6-15-89, 6-22-89, 6-29-89, 7-6-89, 7-13-89, 7-20-89, 7-27-89, 8-3-89, 8-10-89, 8-17-89, 8-24-89, 8-31-89, 9-7-89, 9-14-89, 9-21-89, 9-28-89, 10-5-89, 10-12-89, 10-19-89, 10-26-89, 11-2-89, 11-9-89, 11-16-89, 11-23-89, 11-30-89, 12-7-89, 12-14-89, 12-21-89, 12-28-89, 1-4-90, 1-11-90, 1-18-90, 1-25-90, 2-1-90, 2-8-90, 2-15-90, 2-22-90, 2-29-90, 3-6-90, 3-13-90, 3-20-90, 3-27-90, 4-3-90, 4-10-90, 4-17-90, 4-24-90, 5-1-90, 5-8-90, 5-15-90, 5-22-90, 5-29-90, 6-5-90, 6-12-90, 6-19-90, 6-26-90, 7-3-90, 7-10-90, 7-17-90, 7-24-90, 7-31-90, 8-7-90, 8-14-90, 8-21-90, 8-28-90, 9-4-90, 9-11-90, 9-18-90, 9-25-90, 10-2-90, 10-9-90, 10-16-90, 10-23-90, 10-30-90, 11-6-90, 11-13-90, 11-20-90, 11-27-90, 12-4-90, 12-11-90, 12-18-90, 12-25-90, 1-1-91, 1-8-91, 1-15-91, 1-22-91, 1-29-91, 2-5-91, 2-12-91, 2-19-91, 2-26-91, 3-5-91, 3-12-91, 3-19-91, 3-26-91, 4-2-91, 4-9-91, 4-16-91, 4-23-91, 4-30-91, 5-7-91, 5-14-91, 5-21-91, 5-28-91, 6-4-91, 6-11-91, 6-18-91, 6-25-91, 7-2-91, 7-9-91, 7-16-91, 7-23-91, 7-30-91, 8-6-91, 8-13-91, 8-20-91, 8-27-91, 9-3-91, 9-10-91, 9-17-91, 9-24-91, 10-1-91, 10-8-91, 10-15-91, 10-22-91, 10-29-91, 11-5-91, 11-12-91, 11-19-91, 11-26-91, 12-3-91, 12-10-91, 12-17-91, 12-24-91, 1-7-92, 1-14-92, 1-21-92, 1-28-92, 2-4-92, 2-11-92, 2-18-92, 2-25-92, 3-4-92, 3-11-92, 3-18-92, 3-25-92, 4-1-92, 4-8-92, 4-15-92, 4-22-92, 4-29-92, 5-6-92, 5-13-92, 5-20-92, 5-27-92, 6-3-92, 6-10-92, 6-17-92, 6-24-92, 7-1-92, 7-8-92, 7-15-92, 7-22-92, 7-29-92, 8-5-92, 8-12-92, 8-19-92, 8-26-92, 9-2-92, 9-9-92, 9-16-92, 9-23-92, 9-30-92, 10-7-92, 10-14-92, 10-21-92, 10-28-92, 11-4-92, 11-11-92, 11-18-92, 11-25-92, 12-2-92, 12-9-92, 12-16-92, 12-23-92, 12-30-92, 1-6-93, 1-13-93, 1-20-93, 1-27-93, 2-3-93, 2-10-93, 2-17-93, 2-24-93, 3-2-93, 3-9-93, 3-16-93, 3-23-93, 3-30-93, 4-6-93, 4-13-93, 4-20-93, 4-27-93, 5-4-93, 5-11-93, 5-18-93, 5-25-93, 6-1-93, 6-8-93, 6-15-93, 6-22-93, 6-29-93, 7-6-93, 7-13-93, 7-20-93, 7-27-93, 8-3-93, 8-10-93, 8-17-93, 8-24-93, 8-31-93, 9-7-93, 9-14-93, 9-21-93, 9-28-93, 10-5-93, 10-12-93, 10-19-93, 10-26-93, 11-2-93, 11-9-93, 11-16-93, 11-23-93, 11-30-93, 12-7-93, 12-14-93, 12-21-93, 12-28-93, 1-4-94, 1-11-94, 1-18-94, 1-25-94, 2-1-94, 2-8-94, 2-15-94, 2-22-94, 2-29-94, 3-6-94, 3-13-94, 3-20-94, 3-27-94, 4-3-94, 4-10-94, 4-17-94, 4-24-94, 5-1-94, 5-8-94, 5-15-94, 5-22-94, 5-29-94, 6-5-94, 6-12-94, 6-19-94, 6-26-94, 7-3-94, 7-10-94, 7-17-94, 7-24-94, 7-31-94, 8-7-94, 8-14-94, 8-21-94, 8-28-94, 9-4-94, 9-11-94, 9-18-94, 9-25-94, 10-2-94, 10-9-94, 10-16-94, 10-23-94, 10-30-94, 11-6-94, 11-13-94, 11-20-94, 11-27-94, 12-4-94, 12-11-94, 12-18-94, 12-25-94, 1-1-95, 1-8-95, 1-15-95, 1-22-95, 1-29-95, 2-5-95, 2-12-95, 2-19-95, 2-26-95, 3-5-95, 3-12-95, 3-19-95, 3-26-95, 4-2-95, 4-9-95, 4-16-95, 4-23-95, 4-30-95, 5-7-95, 5-14-95, 5-21-95, 5-28-95, 6-4-95, 6-11-95, 6-18-95, 6-25-95, 7-2-95, 7-9-95, 7-16-95, 7-23-95, 7-30-95, 8-6-95, 8-13-95, 8-20-95, 8-27-95, 9-3-95, 9-10-95, 9-17-95, 9-24-95, 10-1-95, 10-8-95, 10-15-95, 10-22-95, 10-29-95, 11-5-95, 11-12-95, 11-19-95, 11-26-95, 12-3-95, 12-10-95, 12-17-95, 12-24-95, 1-7-96, 1-14-96, 1-21-96, 1-28-96, 2-4-96, 2-11-96, 2-18-96, 2-25-96, 3-4-96, 3-11-96, 3-18-96, 3-25-96, 4-1-96, 4-8-96, 4-15-96, 4-22-96, 4-29-96, 5-6-96, 5-13-96, 5-20-96, 5-27-96, 6-3-96, 6-10-96, 6-17-96, 6-24-96, 7-1-96, 7-8-96, 7-15-96, 7-22-96, 7-29-96, 8-5-96, 8-12-96, 8-19-96, 8-26-96, 9-2-96, 9-9-96, 9-16-

**Sainsbury's Local**  
**PRELIMINARY / FEASIBILITY**

**FORSTORPHINE & WRIGHT**

[illegible]

**BANKERS TRUST LOCAL  
WELCOMES BREAK SERVICE STATION - M-11  
CIRCUMFLEX GREEN**

WOODLAND COUNTY  
PROPOSED PLAN  
MAY 03 2009 10:00 AM

01090	101	1000	101	101
01090	101	1000	101	101

Seldon, Martin

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**From:** Chris [REDACTED]@michelmores.com]  
**Sent:** 20 July 2006 11:38  
**To:** [REDACTED] Martin  
**Subject:** FW: Welcome Break - Birchanger Motorway Service Area - Alterations

Martin

Please see the attached E Mail from Welcome Breaks Solicitor

I have purely acknowledged the Email and told David [REDACTED] that I am seeking your instructions

Could you please let me know what was discussed yesterday and let me have your further instructions. As you will note Welcome Break were proposing to start work on 24 July

Regards

Chris

-----Original Message-----

**From:** David [REDACTED] [mailto:David [REDACTED]@blplaw.com]  
**Sent:** 19 July 2006 18:19  
**To:** Chris [REDACTED]  
**Subject:** FW: Welcome Break - Birchanger Motorway Service Area - Alterations

Chris,

I refer again to my email of 12 July in which I made application through you to the Secretary of State on behalf of my clients, Welcome Break Limited, for some alterations at this Motorway Service Area.

You responded on 13 July to the effect that you had the Highways Agency's instructions to refuse our clients' application because of the "long standing principle that MSAs should not become destinations in their own right" and that "it is considered that the facilities provided by a Sainsbury's Local are likely to go beyond those needed to serve those using the motorway in the course of a journey". You also stated that "the location of Birchanger MSA, at junction 8 of the M11, will clearly attract motorists from the surrounding area with the intention of visiting the Sainsbury's local"

We did refute these claims made by the Highways Agency in our own email to you of 13 July and pointed to the fact that there were Marks & Spencers Simply Foods operations at a large number of Motorway Service Areas operated by Moto

As you know there have subsequently been discussions between our clients and the Highways Agency direct. In particular, Rod [REDACTED] the Chief Executive of our clients, has discussed this matter with Martin [REDACTED] of the Highways Agency. Mr [REDACTED] has understood that the principal concern of the Highways Agency appears to centre around the product range offering which they apparently believe would be different from the product range offered at a Simply Foods outlet and would go beyond items that might be expected to be appropriate for members of the travelling public.

I have been asked to give an assurance on behalf of my clients that the product range which is proposed to be offered at the Sainsbury's Local will not be such as to induce members of the public to come to the Motorway Service Area simply for the purpose of buying such products. Our clients state that the product range will be similar in balance to that of a Marks & Spencers Simply Foods outlet and that it will be aligned to meet the needs of the travelling customer.

In the light of these assurances I should be most grateful if you could please contact the Highways Agency

24/07/2006

urgently to ask them to reconsider the matter and grant consent for the alterations proposed to be carried out by our clients (to the extent that consent is actually needed for the alterations under the terms of our clients' lease) As we have mentioned the works are programmed to start on 24 July and our clients would want to avoid any delay in implementing this programme. They are of course fully supportive of the Government policy in relation to the use of Motorway Service Areas as I am sure the Highways Agency will recognise having regard to our clients' track record of operating the second largest chain of Motorway Service Areas over many years and we do hope that this matter can be resolved amicably.

Kind regards

**David [REDACTED]**

**Berwin Leighton Paisner LLP**

Adelaide House London Bridge London EC4R 9HA

Tel: 020 7427 1266

Fax: 020 7760 1111

[mailto:david\[REDACTED\]@blplaw.com](mailto:david[REDACTED]@blplaw.com)

[REDACTED], Martin

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**From:** Chris [REDACTED]@michelmores.com]

**Sent:** 13 July 2006 14:15

**To:** [REDACTED], Martin

**Subject:** FW: Welcome Break Limited - Birchanger Motorway Service Area - Alterations

Martin

I am forwarding the attached E Mail from Welcome Break's Solicitor

The response is not to be unexpected and something we discussed earlier

As I assume you will not be changing your stance can I pass on yours/lans contact details

Please note that I will be out of the office for most of the afternoon

Chris

-----Original Message-----

**From:** Mary [REDACTED]mailto:Mary [REDACTED]@blplaw.com] **On Behalf Of** David [REDACTED]

**Sent:** 13 July 2006 11:53

**To:** Chris [REDACTED]

**Subject:** FW: Welcome Break Limited - Birchanger Motorway Service Area - Alterations

Dear Chris,

Thank you for your email which has come as something of a shock to our clients.

Our clients absolutely refute the idea that the installation of this facility would make this Motorway Service Area a destination in its own right. It is inconceivable that motorists would go to the Motorway Service Area purely for the purpose of buying some groceries - if that were the case it might be argued they would do the same thing just to buy petrol!

In any case, even if that were the case, our clients are aware that there are 16 Marks and Spencer Simply Foods operations at various Motorway Service Areas operated by Moto. Please explain why the Highways Agency were willing to grant consent for these but are not willing to grant consent to our clients' proposal. If you are unable to obtain instructions to revoke your previous email, our clients would like to know who it is who has given you these instructions so that they can make direct contact with him.

Regards

David [REDACTED]

**Berwin Leighton Paisner LLP**

Adelaide House London Bridge London EC4R 9HA

Tel: 020 7427 1266

Fax: 020 7760 1111

<mailto:david.levy@blplaw.com>

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**From:** Chris Stewart [mailto:RCS@michelmores.com]

**Sent:** 13 July 2006 10:57

**To:** David [REDACTED]

**Subject:** RE: Welcome Break Limited - Birchanger Motorway Service Area - Alterations

David

I have now received the Highways Agency's instructions on your clients request

13/07/2006

I am instructed by the agency as follows:-

"There is a long standing principle that MSAs should not become destinations in their own right. It is considered that the facilities provided by a Sainsbury's Local are likely to go beyond those needed to serve those using the motorway in the course of a journey" (MSA Policy Statement of July 1998 p29)

In addition, the location of Birchanger MSA, at Junction 8 of the M11, will clearly attract motorists from the surrounding area with the intention of visiting the Sainsbury's Local.

We are therefore unable to consent to the alterations since the resulting opening of the Sainsbury's Local would lead to the MSA becoming a destination in its own right, contrary to Government policy.

Accordingly the Agency will not consent to your clients proposals

Regards

Chris

13/07/2006



**Martin**

**From:** Chris [REDACTED]@michelmores.com]  
**Sent:** 12 July 2006 11:18  
**To:** [REDACTED] Martin  
**Subject:** FW: Welcome Break Limited - Birchanger Motorway Service Area - Alterations  
**Attachments:** 06019\_101\_B pdf; 06019\_101\_C pdf

Martin

Please see the Email below which I have received from Welcome Breaks solicitor requesting consent to alterations. You will see they have sought the consent urgently.

Can I have your instructions please

Regards

Chris

-----Original Message-----

**From:** Mary [REDACTED] [mailto:Mary[REDACTED]@blplaw.com] **On Behalf Of** David [REDACTED]  
**Sent:** 12 July 2006 10:54  
**To:** Chris [REDACTED]  
**Subject:** Welcome Break Limited - Birchanger Motorway Service Area - Alterations

Junction site

Chris,

I am attaching some drawings which I have received from my clients which show some works which they are intending to carry out at Birchanger to convert an existing retail unit into a Sainsbury's Local. This is something of a pilot scheme.

*Destination: is it right? Even if <5000sq ft  
As Sainsbury's just that & other goods not serving immediate needs of locality etc.*

As I understand it, it is very marginal whether we actually need the Secretary of State's consent for these works because consent is only needed for structural alterations or additions or alterations to the layout. To the extent however that consent may be needed, could you please accept this email as application for such consent.

Ideally our clients do want to start the work by Monday 24 July and therefore it would be most helpful if consent at least in principle could be granted before that date.

You may accept this email as our firm's undertaking to be responsible for the Secretary of State's reasonable legal and surveyors costs whether or not the matter proceeds to completion.

No doubt you will let me know if you have any further queries.

Kind regards

**David [REDACTED]**  
**Berwin Leighton Paisner LLP**  
Adelaide House London Bridge London EC4R 9HA  
Tel: 020 7427 1266  
Fax: 020 7760 1111  
[mailto:david.\[REDACTED\]@blplaw.com](mailto:david.[REDACTED]@blplaw.com)

<<06019\_101\_B pdf>> <<06019\_101\_C pdf>>

12/07/2006

NOTE - THE AG  
- THIS D THE FIN  
PROVIDE CONFIR  
INFORM

NOTE- THE ACCURACY OF THIS PLAN CANNOT BE GUARANTEED, THE FINAL LAYOUT AND AREAS WILL BE SUBJECT TO THE MEASUREMENT SURVEY.

[illegible]

FINAL ARRANGEMENT OF THIS  
CORNER AND LAYOUT OF ADJACENT  
UNIT TO BE CONFIRMED - SUBJECT TO  
MEASURED SURVEY

NOTE -  
THIS CASE NO  
MAY BE USED  
FOR OTHER  
PURPOSES  
EXCEPT FOR  
RESEARCH  
OR EDUCATION  
PURPOSES

CT102-091-OPTION WITH INSULIN CONSOLE INSTALLED  
ON 10/27/09. CONSOLE TO BE ADJUSTED TO THE WATER COLUMN 18  
INCHES AND CONSOLE ARM TO INCHES WALL  
ON 10/27/09. REQUEST FOR ADDITIONAL WORK ON CLIENTS  
REQUIREMENTS IS NOT BEING IDENTIFIED AS APPROPRIATE.  
MEANS OF ESCAPE FROM ADJACENT UNIT PROPOSED AS ALERCO.  
MEANS TO BEAD, ABOVE IN  
ADJACENT ADDED IN (NOT A MOUNT)  
CELL PUMP ADJACENT  
NARROW PROVISION ADJACENT  
TO THE REGULATOR.

## Sainsbury's Local

CORSTORPHINE &amp; WRIGHT

INTERNATIONAL INFORMATION PLANNING SUPERLUTION  
 Morley House, 26 Holborn Viaduct, London, EC1A 2AT  
 Tel: 020 7412 0200  
 Fax: 020 7412 0079

SAINSBURY'S LOCAL  
PROJECT KIT-KAY, 1

### PROPOSED PLAN REBATING FLOOR

Case No.	14	Grand	22	1:10	Date	31-05-08	Page	6
Subscribed No.	6019				Drinking No.	101		

[illegible]