

From: Graeme Sampson
Sent: 27 April 2021 17:12
To: 'Elliot Wilson' <Elliot.Wilson@taylorvinters.com>
Subject: Easement- Land north east side of the Moor Melbourn [TV-LIVE.FID1967993] [IWOV-A.FID10789388]
Importance: Low

Elliot

Subject to attaching the agreed plans, revised RAMS document and Traffic Management Plan ,I confirm the deed of easement is agreed save that we need to tidy up the wording in paragraphs 1.5 and 1.7 of Schedule 1. Shall we dispense with the plan and amend the wording in each case so it reads “.....such part or parts of the Grantor’s Property agreed with and approved by the Grantor from time to time (such approval not to be unreasonably withheld or delayed).....”?

Regards

Graeme

Graeme Sampson: Partner: Hewitsons LLP: +44 (0) 1223 532736: Mobile 07769 217801:email:graemesampson@hewitsons.com

From: Elliot Wilson <Elliot.Wilson@taylorvinters.com>
Sent: 18 April 2021 15:48
To: Graeme Sampson <GraemeSampson@hewitsons.com>
Subject: RE: Easement- Land north east side of the Moor Melbourn [IWOV-A.FID10789388] [TV-LIVE.FID1967993]
Importance: High

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Hi Graeme,

Thank you for your email on Monday.

Hopefully, you will have seen my out of office message and note that I was on leave this week. The matter is progressing, and I note that there has been further correspondence between our respective clients this week in terms of the revised RAMS. In particular, I note that the following points have been discussed:-

- Our client has changed contractor from SRM to SDC.
- SDC have reviewed the strategy for the foul drainage with a view to minimising risk and impact on the football pitch. To assist in this process, our client has asked the contractor to proceed on the basis of a shallower pumped drain solution, which has three benefits summarised on page 2 of the RAMS. The biggest change put forward by the contractor is to access the works through our client’s Birchwood site rather than from The Moor, which significantly reduces the potential conflict of use (emergency access to the Old Rec from The

Moor will be via a padlocked gate and bollards. However, your client has confirmed it can make a key available to our client for the purposes of emergency access as per section 10 of the RAMS).

- Shallower pipe work means the installation is quicker and safer to execute, reducing the width of the working area and provides greater flexibility. Whilst it has not proved possible to avoid the pitch altogether, by adopting a methodology for the quick removal and reinstatement of the turf in a small localised area it will not be necessary to move the pitch, as first thought.
- The detail design is still under development and subject to approval of Anglian Water, although given the above mentioned benefits our client does not anticipate a problem.
- Our client (via SDC) is proposing to issue monthly updates to your client).

I now attach the revised RAMS along with a copy of the Deed of Grant of Easement that we agreed in mid-December (subject to sight of the RAMS). Are you able to confirm that the document (with annexure) is now in a final agreed form?

In respect of the form of consent from the Church Commissioners, do they have a standard form that they would typically issue and we can then comment on that? If not, I can consider this further and let you have some draft wording. Can you also remind me where you currently in terms of the arrangements with Fields in Trust?

I look forward to hearing from you ASAP so our client can secure final Anglian Water approval to enable works to begin at the end of the extended football season as per the RAMS.

Kind regards

Elliot

Elliot Wilson

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