

**DATED**

**2021**

**MELBOURN PARISH COUNCIL (1)**

**and**

**MELBOURN SCIENCE PARK LIMITED (2)**

**DEED OF GRANT OF EASEMENT  
FOR  
FOUL SEWER CONNECTION  
AT MELBOURN RECREATION GROUND ON  
THE NORTH EAST SIDE OF THE MOOR, MELBOURN, ROYSTON**

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Our Ref: EXW/43422.67

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**THIS DEED** is dated

2021

HM Land Registry

**LAND REGISTRATION ACTS 1925 to 2002**

**Grantor's Title Number: CB358895**

**Administrative Area: Cambridgeshire: South Cambridgeshire**

**Grantee's Title Numbers: CB423327, CB436582 & CB95837**

**Administrative Area: Cambridgeshire: South Cambridgeshire**

**PARTIES**

- 1 **MELBOURN PARISH COUNCIL** of Community Hub, 30 High Street, Melbourn, Cambridgeshire SG8 6DZ (the "**Grantor**"); and
- 2 **MELBOURN SCIENCE PARK LIMITED** incorporated and registered in England and Wales with company number 3893143 care of TTP Group plc, Melbourn Science Park, Cambridge Road, Melbourn, Royston SG8 6EE (the "**Grantee**").

**BACKGROUND**

- 1 The Grantor owns the freehold interest in the Grantor's Property and the Grantee owns the freehold interest in the Grantee's Property.
- 2 The Grantee desires to lay and thereafter maintain the Pipeline and Underground Service Media in, under and through the Grantor's Property.
- 3 The Grantor has agreed to grant the easements and Rights to the Grantee for the benefit of the Grantee's Property on the terms contained in this deed.

**AGREED TERMS**

**1 INTERPRETATION**

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

- 1.1.1 "**Conditions for Entry**" means the following conditions to which the Grantee and any other person exercising the Rights is subject to:

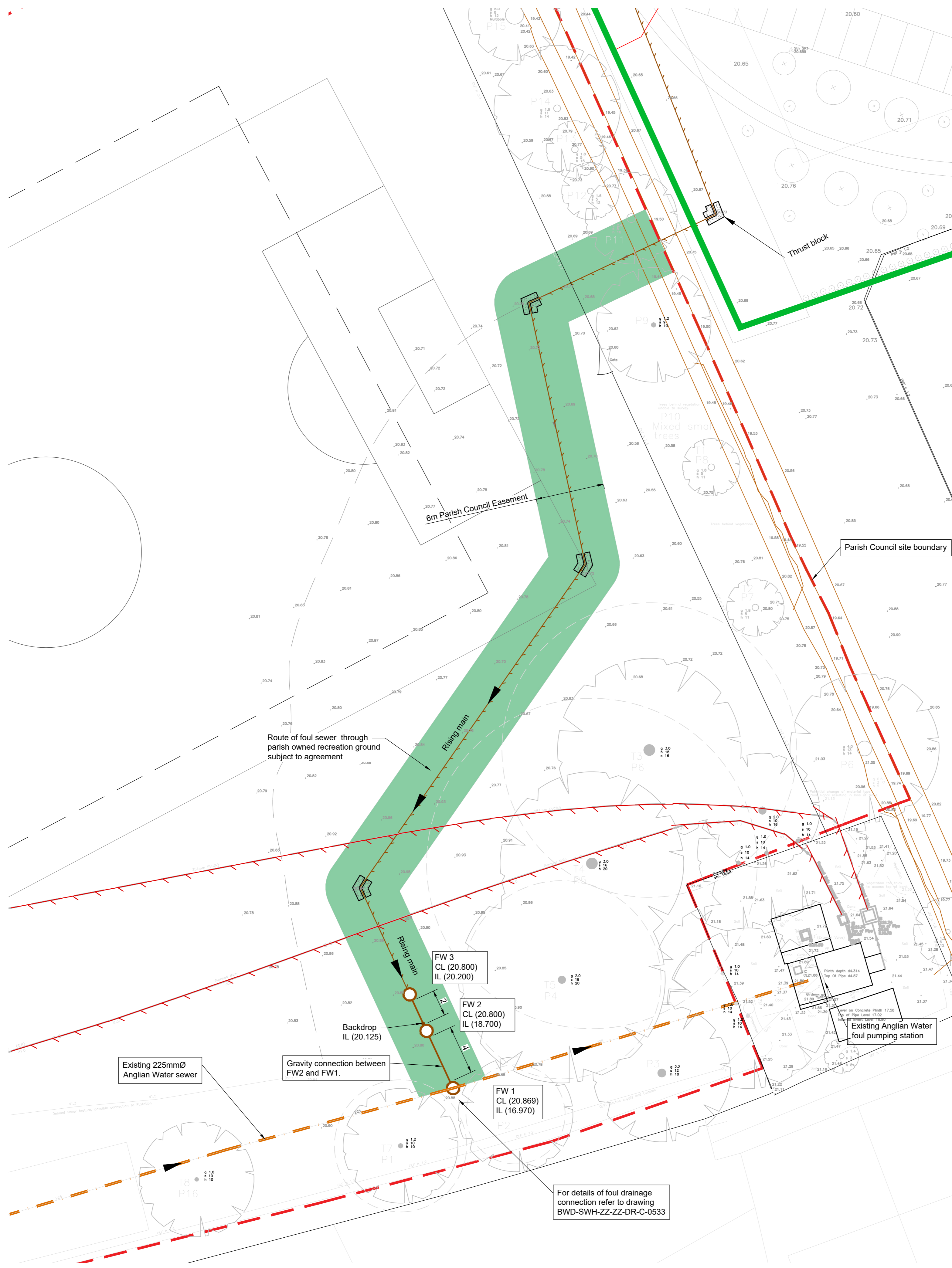
- 1.1.1.1 effecting entry at a reasonable time (or any time in an emergency);
- 1.1.1.2 giving reasonable notice to the Grantor;
- 1.1.1.3 complying with the Grantee's Covenants set out in paragraphs 1, 2, 5 and 6 of Schedule 2; and
- 1.1.1.4 complying with reasonable health and safety requirements of the Grantor notified in writing to the Grantee.
- 1.1.2 "**Construction Access**" means the access route for construction and heavy goods vehicles, plant and machinery in connection with the carrying out of the Works and the exercise of the Rights as detailed within the RAMS.
- 1.1.3 "**Easement Strip**" means that part of the Grantor's Property being 6 metres wide shown shaded green on Plan 1.
- 1.1.4 "**Grantee's Covenants**" means the covenants set out in Schedule 2.
- 1.1.5 "**Grantee's Property**" means all the property at:
  - 1.1.5.1 the land known as Melbourn Science Park comprised in title number CB95837 and each and every part of it; and
  - 1.1.5.2 the land lying to the north east side of Moat Lane, Melbourn comprised in title number CB423327;
  - 1.1.5.3 the land lying to the north of Da Vinci Building, Melbourn Science Park, Cambridge Road, Melbourn comprised in title number CB436582; and
  - 1.1.5.4 to the extent only of the Grantee's ownership if any, the Unregistered Land.
- 1.1.6 "**Grantor's Covenants**" means the covenants set out in Schedule 3.
- 1.1.7 "**Grantor's Property**" means together:
  - 1.1.7.1 all the property at Melbourn Recreation Ground, Land on the North East Side of The Moor, Melbourn, Royston and each and every part of it which is registered at HM Land Registry under the title number CB358895; and
  - 1.1.7.2 to the extent only of the Grantor's ownership if any, the Unregistered Land.

- 1.1.8        "**Losses**" means claims demands damages losses and reasonably incurred costs and expenses.
- 1.1.9        "**Pipeline**" means the 100mm vitrified clay foul sewer line or lines of pipes and/or ducts constructed or to be constructed together with any replacement pipeline the position of which is shown for identification purposes by the brown line within the Easement Strip line on Plan 1.
- 1.1.10       "**Plan 1**" means the plan marked "Plan 1" annexed to this deed.
- 1.1.11       "**Plan 2**" means the plan marked "Plan 2" annexed to this deed.
- 1.1.12       "**RAMS**" means the risk assessment and method statement prepared by SDC on behalf of the Grantee dated 20 September 2021 and approved by the Grantor, a copy of which is annexed to this deed at Annexure 1.
- 1.1.13       "**Rights**" means the rights and easements as set out in Schedule 1.
- 1.1.14       "**Underground Service Media**" means any pipes (other than the Pipeline) laid or intended to be laid within the Easement Strip together with [three] manholes and all other works or apparatus identified in the RAMS or otherwise as may be necessary in connection with the Pipeline from time to time.
- 1.1.15       "**Unregistered Land**" the land between the Grantee's Property and the Grantor's Property shown coloured white on Plan 2.
- 1.1.16       "**VAT**" means value added tax charged under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.
- 1.1.17       "**Works**" means the initial laying, erecting, constructing, installation and connection of the Pipeline and Underground Service Media in the Easement Strip in accordance with the RAMS.
- 1.2            Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.3            Except where a contrary intention appears, references to clauses and Schedules are to the clauses and Schedules of this deed and references to paragraphs are to paragraphs of the relevant Schedule.

**Notes**

The purpose of this drawing is to indicate the 6m easement required by the Parish Council only.

For construction plans and details refer to the following drawings:  
 BWD-SWH-ZZ-ZZ-DR-C-0531 (plan and Anglian Water connection)  
 BWD-SWH-ZZ-ZZ-DR-C-0550 to 0556 (details)



DO NOT SCALE FROM THIS DRAWING

**HAZARDS LEADING TO UNUSUAL OR SIGNIFICANT RISKS DURING THE CONSTRUCTION PROCESS ARE IDENTIFIED ON THIS DRAWING AS:**

NOTE: THE LIST BELOW IDENTIFIES CERTAIN RISKS WHICH ARE DEEMED TO BE UNUSUAL, ABNORMAL OR UNEXPECTED TO A COMPETENT CONTRACTOR CARRYING OUT WORK OF THIS NATURE BUT DOES NOT COVER ALL POSSIBLE SITUATIONS WHICH MAY BE ENCOUNTERED DURING THE CONSTRUCTION PROCESS. IT IS THEREFORE THE MAIN CONTRACTOR'S RESPONSIBILITY TO IDENTIFY ANY FURTHER RISKS/HAZARDS AND TAKE APPROPRIATE ACTION.

**RISKS/HAZARDS SPECIFIC TO THIS DRAWING:**

FOR TENDER - NOT FOR CONSTRUCTION

Rev.	Amendment	NSC	DA	DA	20.07.21
T01	TENDER ISSUE				
Project					

**BIRCHWOOD FIELDS  
MELBOURN FARM**

Drawing  
**OFF-SITE DRAINAGE SCHEME  
PARISH COUNCIL EASEMENT**

Client  
 SDC

**Scott White and Hookins**  
 Structural Engineering | Civil Engineering | Sustainability and BREEAM | CDM Consultancy

Fountain House, 26 St John's Street, Bedford MK42 0AQ  
 T: +44 (0)1234 213111 W: www.swh.co.uk E: info@swh.co.uk

Scale at A1 - 1:200 U.N.O

**BWD-SWH-ZZ-XX-DR-D-0533-T01**

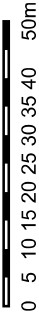
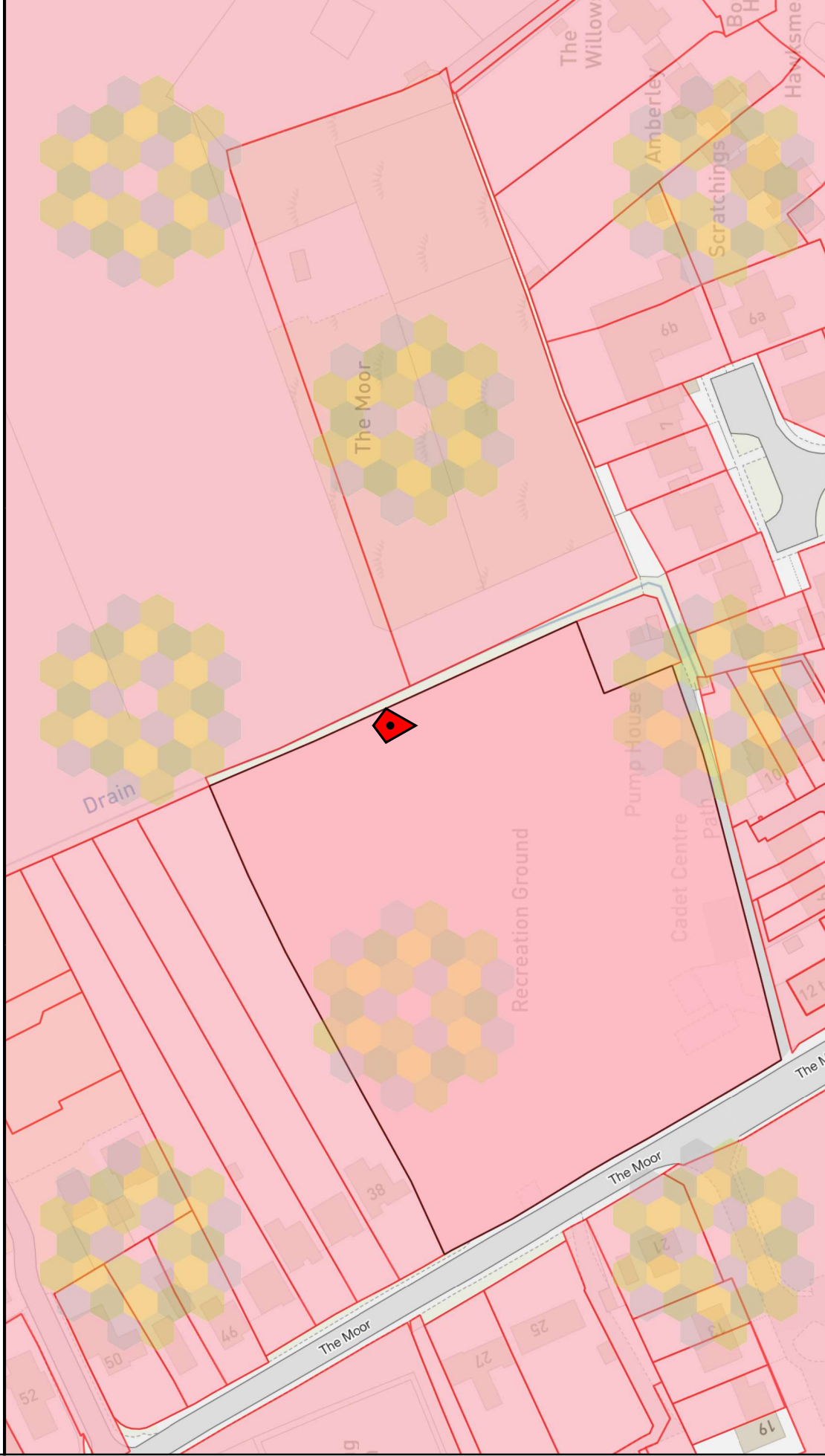
Project | Originator | Zone | Level | Type | Role | Number | Rev.



HM Land Registry

BETA

# MapSearch Snapshot



Map scale 1:1250

© Crown copyright and database rights 2021 Ordnance Survey 100026316  
 This map is for reference purposes only. You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.  
 Data last updated 10:00pm 31 AUGUST, 2021

- 1.4 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.
- 1.5 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.7 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.9 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.10 A reference to "**Grantor**" includes its respective successors in title, personal representatives or permitted assigns and where the "Grantor" is more than one all covenants and obligations on the part of the "Grantor" shall be deemed to be joint and several;
- 1.11 A reference to "**Grantee**" includes its respective successors in title, personal representatives or permitted assigns and where the "Grantee" is more than one all covenants and obligations on the part of the "Grantee" shall be deemed to be joint and several;
- 1.12 A reference to **writing** or **written** excludes fax and e-mail.
- 1.13 Any obligation in this agreement on a person not to do something includes an obligation not to allow that thing to be done.
- 1.14 Any phrase introduced by the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## **2 GRANT**

- 2.1 In consideration of £5,000.00 (exclusive of VAT) (the receipt of which the Grantor acknowledges) and the covenant given by the Grantee in clause 4, the Grantor with full title guarantee grants to the Grantee the Rights in fee simple for the benefit of the Grantee's Property to the intent that the Rights shall be and remain appurtenant to the Grantee's Property and that the Rights shall be and remain a burden upon the Grantor's Property.
- 2.2 The Rights are granted subject to rights of the Grantor in relation to the Grantor's Property whether or not referred to in this deed.

## **3 GRANTOR'S COVENANTS**

The Grantor covenants with the Grantee so as to bind the Grantor's Property into whoever's hands it may come, for the benefit of the Grantee's Property and each and every part of it, that the Grantor and its successors in title shall at all times observe and perform the Grantor's Covenants.

## **4 GRANTEE'S COVENANTS**

The Grantee covenants with the Grantor for the benefit of the Grantor's Property and each and every part of it, that the Grantee, its successors in title and anyone authorised by them to use the Rights shall at all times observe and perform the Grantee's Covenants.

## **5 HM LAND REGISTRY**

- 5.1 The Grantor consents to;
- 5.1.1 the registration of the Rights on the registered title to the Grantor's Property; and
- 5.1.2 any restrictive covenants entered into in this deed by the Grantor being noted against the registered title to the Grantor's Property.
- 5.2 As soon as reasonably practicable after completion of this deed the Grantee shall:
- 5.2.1 apply to HM Land Registry to register the Rights and to enter a notice of any restrictive covenants against the registered title to the Grantor's Property; and
- 5.2.2 apply to HM Land Registry to enter a notice of any restrictive covenants made by the Grantee in this deed against the registered title to the Grantee's Property and

to enter the Rights in the Property register of the Grantee's title as appurtenant rights.

- 5.3 As soon as reasonably practicable after notification to the Grantee or the Grantee's solicitors of the completion of such registration or registrations referred to at clause 5.2 above, the Grantee shall give to the Grantor official copies of the registered titles to the Grantor's Property and the Grantee's Property, to show that the Rights and any restrictive covenants made by the Grantor and the Grantee have been properly and correctly entered against the respective titles.

## **6 INDEMNITY**

- 6.1 The Grantee shall indemnify the Grantor and keep the Grantor indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by the Grantor arising out of or in connection with:

- 6.1.1 the exercise of the Rights;
- 6.1.2 the carrying out of any works permitted by this deed;
- 6.1.3 any breach of any of the Grantee's Covenants;
- 6.1.4 any breach of the terms of this deed;

by the Grantee, or by any occupier of the Grantee's Property or by an employee or invitee of the Grantee, or by any other person who is allowed or permitted by the Grantee to exercise the Rights.

## **7 JOINT AND SEVERAL LIABILITY**

- 7.1 Where the Grantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Grantor arising under this deed. The Grantee may take action against, or release or compromise the liability of, or grant time or other indulgence to any one of those persons without affecting the liability of any other of them.

- 7.2 Where the Grantee comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Grantee arising under this deed. The Grantor may take action against, or release or compromise the liability of, or grant time or other indulgence to any one of those persons without affecting the liability of any other of them.

7.3 The Grantor shall not be liable to the Grantee for any failure of the Grantor to comply with the Grantor's Covenant contained in Schedule 3 unless and until the Grantee has given the Grantor notice of the facts that give rise to the failure and the Grantor has not remedied the failure within a reasonable time.

7.4 The Grantor is not liable for the death of or injury to the Grantee its employees, invitees or for damage to any property of theirs, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by them in the exercise of the Rights.

7.5 Nothing in clause 7.4 shall limit or exclude the Grantor's liability for any matter in respect of which it would be unlawful for the Grantor to exclude or restrict liability.

## **8 VAT**

8.1 All sums payable by the Grantee are exclusive of any VAT that may be chargeable. Subject to clause 8.3, the Grantee shall pay VAT in respect of all taxable supplies made to it in connection with this deed on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

8.2 Every obligation on the Grantee, under or in connection with this deed, to pay the Grantor any sum by way of a contribution, refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Grantor, except to the extent that the Grantor obtains credit for such VAT under the Value Added Tax Act 1994.

8.3 The Grantee shall not be required to make any payment of VAT unless and until the Grantor provides the Grantee with a valid VAT invoice addressed to the Grantee.

## **9 NOTICES**

9.1 Any notice given under this agreement must be in writing and signed by or on behalf of the party giving it.

9.2 Any notice or document to be given or delivered under this agreement may be given by delivering it personally or sending it by pre-paid first class post, or recorded delivery to the address and for the attention of the relevant party as follows:

- 9.2.1 to the Grantor at Melbourn Parish Council at Community Hub, 30 High Street, Melbourn, Cambridgeshire SG8 6DZ marked for the attention of the Parish Clerk or to such other address as may be notified by the Grantor to the Grantee from time to time as being its address for service; and
- 9.2.2 to the Grantee at Melbourn Science Park, Cambridge Road, Melbourn, Royston SG8 6EE marked for the attention of the Company Secretary or to such other address as may be notified by the Grantee to the Grantor from time to time as being its address for service.
- 9.3 Any notice or document served in accordance with this clause 9 will be deemed to have been received:
- 9.3.1 if delivered personally, at the time of delivery provided that if delivery occurs before 9.00 am on a working day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a working day, or on a day which is not a working day, the notice will be deemed to have been received at 9.00 am on the next working day; and
- 9.3.2 in the case of pre-paid first class or recorded delivery post, at 9.00am on the first working day after posting.
- 9.4 In proving delivery, it will be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted as a prepaid first class, or recorded delivery letter or special delivery letter was properly addressed, as the case may be.
- 9.5 A notice or document delivered under this agreement shall not be validly given or delivered if sent by e-mail or fax.

## **10 THIRD PARTY RIGHTS**

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

## **11 GOVERNING LAW**

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**12 JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

**THIS AGREEMENT** has been entered into as a deed on the date stated at the beginning of it.

## **SCHEDULE 1**

### **The Rights**

Subject to the Grantee complying with the Conditions for Entry and the RAMS, the full right and liberty for the Grantee and the Grantee's successors in title as owners or occupiers for the time being of the Grantee's Property and its officers, servants and agents and others authorised by it at all times and for all purposes connected with the lawful use and enjoyment of the Grantee's Property whether now or in the future to:

#### **Right to erect temporary fencing and water-filled barriers**

- 1.1 erect and install temporary fencing and water-filled barriers for the duration of the Works on the Grantor's Property in the locations as detailed in the RAMS;

#### **Right to construct and maintain etc Pipeline**

- 1.2 undertake the Works and to lay erect construct inspect maintain renew replace repair test cleanse make incapable of operation or remove any part or parts of the Pipeline and Underground Service Media in the Easement Strip together with the right of having and enjoying the use and free flow and passage of water and sewerage with or without other matter of any kind whatsoever through and by means of the Pipeline and Underground Service Media;
- 1.3 excavate and open up so much of the Easement Strip and to carry out the Works and such other works thereon as may be reasonably required for the purpose of exercising or in connection with the exercise of any of the Rights;
- 1.4 temporarily place on the Construction Access, the Easement Strip and that part of the Grantor's Property shown edged orange on the plans forming part of the RAMS or such other 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) any such plant and materials required to be used in connection with the purposes above mentioned

#### **Rights of access**

- 1.5 with or without contractors surveyors employees and others and with or without motor or other vehicles plant equipment apparatus and materials at all

reasonable times to enter upon the Construction Access and those parts of the Grantor's Property shown edged blue and orange on the plans forming part of the RAMS or such other 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) necessary to carry out the Works and for the purpose of exercising or in connection with the exercise of any of the Rights;

**Right to maintain manhole covers**

- 1.6 construct maintain replace renew and use three manhole covers and inspection chambers required to facilitate inspection and maintenance of the Pipeline and the Underground Service Media in such locations identified by the RAMS;

**Right of support**

- 1.7 continuous vertical and lateral support and protection for the Pipeline and the Underground Service Media and the Easement Strip;

**Right of line walking**

- 1.8 enter upon the Grantor's Property at any time on giving a minimum of 48 hours' prior written notice (save in the case of emergency) for the purposes of walking the line of the Easement Strip, the Pipeline and or examining and inspecting the Pipeline and the Underground Service Media; and

**Right to remove trees**

- 1.9 fell, trim or lop any trees, bushes and other vegetation or scrub growth or the roots of which may grow in on over or under the Easement Strip which obstruct or interfere with the exercise of the rights granted to the Grantee by this deed subject to the Grantee providing the Grantor with 10 days' prior written notice and provided that the Grantee removes from the Grantor's Property all timber, wood and vegetation cut and leaves the Grantor's Property neat and tidy.

## SCHEDULE 2

### Grantee's covenants

The Grantee shall:

**1 STATUTORY REQUIREMENTS**

when exercising the Rights (including when carrying out the Works), comply with all laws governing the installation and use of the Underground Service Media;

**2 MAKING GOOD OF DAMAGE ETC**

at all times to take all reasonable and proper precautions to ensure that in the exercise of the Rights and carrying out the Works as little damage as is reasonably practicable is caused to the Easement Strip or that part of the Grantor's Property over which the Rights are exercised and any turf thereon or drains thereunder and to make good any damage caused as soon as reasonably practicable to the reasonable satisfaction of the Grantor or pay reasonable compensation to the Grantor for any Losses suffered by them by reason of the exercise of the Rights except to the extent that such Losses result from the neglect or default of the Grantor or others authorised by them and FOR THE AVOIDANCE OF DOUBT the Grantee shall replace any trees materially damaged with a similar species of tree in carrying out the Works and exercising its Rights in accordance with this deed;

**3 ASSIGNMENT**

not assign the benefit of this deed except to a third party who shall first covenant (by way of a deed of covenant in a form approved by the Grantor (such approval not to be unreasonably withheld or delayed)) on behalf of itself and its successors in title with the Grantor to comply with the obligations of the Grantee in this deed;

**4 INDEMNITY**

keep the Grantor indemnified against all actions claims or demands arising by reason of the exercise of the Rights (except any such actions claims or demands as may be occasioned by the default or wrongful act of the Grantor or the Grantor's servants or agents) PROVIDED THAT the indemnity is conditional upon the Grantor (i) giving to the Grantee written notice of any such actions

claims or demands as soon as possible after the Grantor becomes aware of any such actions claims or demands; (ii) taking all reasonable steps to mitigate any liabilities relating to such actions claims or demands; and (iv) keeping the Grantee reasonably informed in relation to the material progress of any such actions, claims and demands.

**5 NUISANCE**

not cause any nuisance, annoyance or disturbance to the Grantor or occupiers of the Grantor's Property, or of any neighbouring land, or to any other person entitled to the Rights in common with the Grantee.

**6 RAMS**

when exercising the Rights (including when carrying out the Works), comply with the RAMS.

## **SCHEDULE 3**

### **Grantor's covenants**

The Grantor shall:

**1 INTERFERENCE WITH UNDERGROUND SERVICE MEDIA**

not do anything or knowingly allow anything to be done on the Grantor's Property that may interfere with or damage the Pipeline or Underground Service Media or interfere with, impede or obstruct the Grantee's access to or use of them and/or interfere with, impede or prevent the Grantee's exercise of the Rights PROVIDED THAT if such interference, obstruction or damage is caused the Grantor shall upon receiving written notice of the same from the Grantee as soon as reasonably possible make good any damage caused and / or take such preventative measures as are necessary in respect of such interference and / or obstruction in each case to the Grantee's reasonable satisfaction.

**2 CONSTRUCTIONS ON EASEMENT STRIP**

not cause permit or suffer the erection or installation of any building structure or apparatus or to carry out any development or excavation on or beneath the Easement Strip;

**3 TREES**

not plant or otherwise permit to exist any trees or shrubs on the Easement Strip or in such a location so that the roots thereof are within the Easement Strip;

**4 FURTHER EASEMENT**

not grant any further easement or licence in on under or affecting any part of the Easement Strip without the prior written consent of the Grantee which may not be unreasonably withheld or delayed;

**5 ALIENATION**

5.1 not sell convey transfer lease grant mortgage charge or dispose of or otherwise encumber the Easement Strip and so much of the Grantor's Property as is reasonably required for the exercise of the Rights or any part thereof unless such conveyance transfer lease mortgage or disposition is expressed to be subject to the Rights and the other provisions of this deed and:

5.1.1 in the case of a transfer lease or other disposition (except a mortgage) contains covenants on the part of the purchaser transferee tenant or disponee to observe and perform the provisions of this Schedule 3; and

5.1.2 in the case of a mortgage contains covenants on the part of the mortgagee to observe and perform the provisions of this Schedule 3 but with effect only during such time (if any) as it shall have entered into possession of the Easement Strip and so much of the Grantor's Property as is reasonably required for the exercise of the Rights or any part thereof so that it shall not be personally liable after it shall have parted with all its interest in the Easement Strip and so much of the Grantor's Property as is reasonably required for the exercise of the Rights or any part thereof; and

**6 INDEMNITY**

indemnify the Grantee against all costs, losses and expenses, and all claims or demands lawfully brought or made against it, by reason of any breach of this Schedule 3.

**EXECUTED as a DEED by  
MELBOURN PARISH COUNCIL**

acting by

**COUNCILLOR**

As Councillor of Melbourn Parish Council

**COUNCILLOR**

As Councillor of Melbourn Parish Council

Witnessed by

As Clerk of Melbourn Parish Council

Signature of Witness

Name (in BLOCK CAPITALS)

Address:

**EXECUTED as a DEED by  
MELBOURN SCIENCE PARK LIMITED**

acting by a director in the presence of:

Signature of Witness

Name (in BLOCK CAPITALS)

Address:



LIMEGROVE HOUSE  
CAXTON ROAD  
BEDFORD  
MK41 0QQ

**ISO:45001:2018**  
**ISO 14001:2015**  
**ISO 9001: 2015**

# **RAMS**

## **OFFSITE DRAINAGE WORKS**

<b>PROJECT:</b>	Project Birchwood, Land North of Melbourn Science Park
<b>ADDRESS:</b>	Cambridge Rd, Melbourn, Royston SG8 6EE
<b>CLIENT:</b>	Melbourn Science Park Limited
<b>REFERENCE:</b>	<b>B1910 – TF – REP - 020</b>

## INTRODUCTION

This Principal Contractor's Method Statement is intended to detail the scope of work and the methodology for the installation of the offsite foul water drainage for Project Birchwood. It outlines the sequence of operations, programme of works and risk mitigation principles. SDC intend to undertake these works in Autumn 2021, subject to authorisation by Anglian Water and the Lead Local Drainage Authority.

This operation is challenging because it involves the installation of a foul water drainage pipe through a recreation ground which is used by multiple sports teams and is open to unhindered access by the public. This increases the risk of nuisance to these users and more importantly a potential safety hazard for users / trespassers into these work areas.

The first step of risk mitigation is to design out as much of the hazard as possible. Following numerous risk mitigation workshops, TTP have instructed SDC to proceed based on a shallower pumped drainage solution. This has three key benefits:

1. Much shallower drainage pipework, not reliant on gravity, meaning the installation process is quicker and safer to execute.
2. Drainage pipework can be laid more flexibly, meaning the encroachment on the existing football pitch is minimised.
3. The installation of a pumping chamber within the curtilage of the Birchwood site means that the capacity of the chamber can be utilised for construction-phase effluent management, meaning there is less pressure on the installation programme.

This method statement sets out the intended process for safely installing the drainage pipework through the Parish Council's property.

## 1. DESCRIPTION OF WORKS

Installation of foul water drainage pipework from the Project Birchwood outfall position to an existing Anglian Water pipe within the Parish Council Recreation Ground. **Access to the location will be via the Birchwood construction site, not The Moor.**

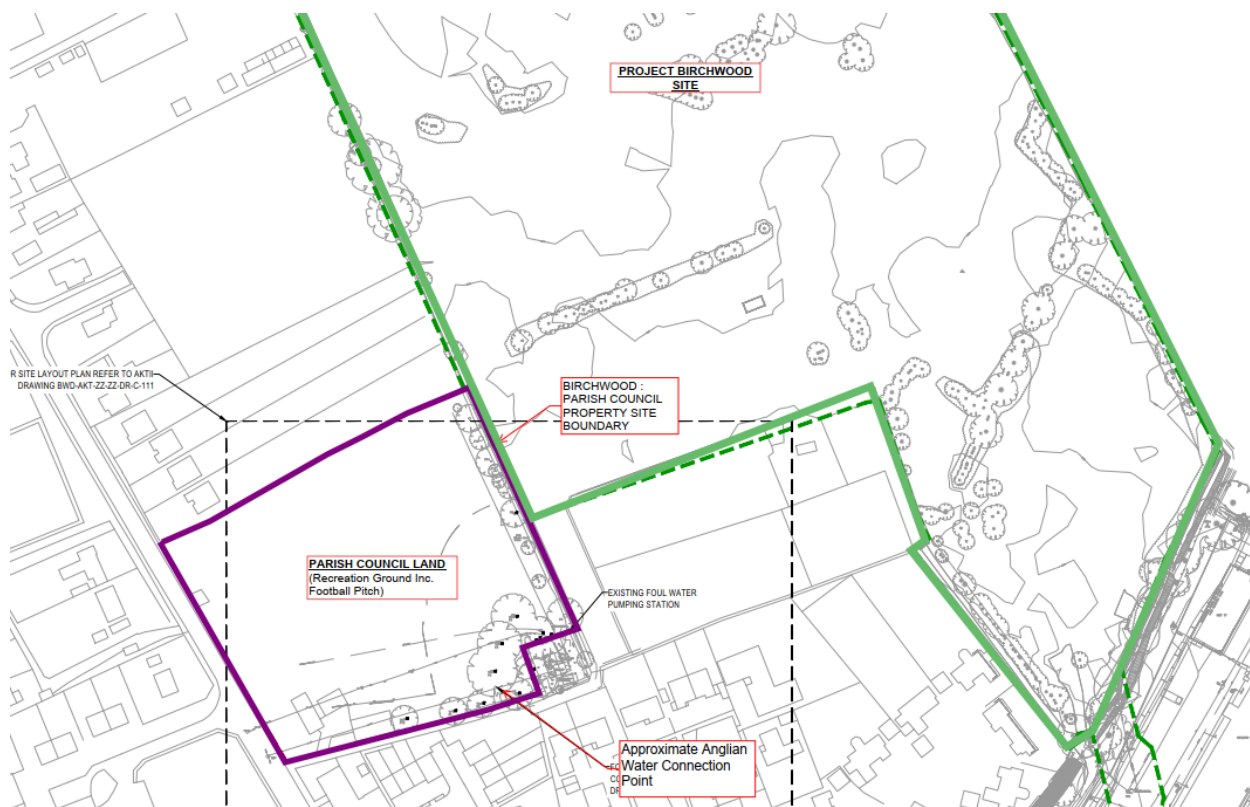


Figure 1 - Overview of Properties and Connection Point

The works are to be carried out by SDC's subcontractor, Oliver Connell & Son who will adhere to the contents of this works methodology when producing detailed works proposals.

The pipe will be brought under the existing swale at the Western extent of the Birchwood site and diverted across the recreation ground before entering a receiving chamber and dropping in to the Anglian Water primary main.

## 2. RELEVANT DRAWINGS / DESIGN

The detailed design is currently under development and is subject to approval by Anglian Water. SDC's engineer, Scott, White & Hookins, are developing the design based on the appended information as follows:

### BWD-SWH-ZZ-XX-DR-D-0532 (P02) – Off-Site Drainage Scheme: Pumped Solution

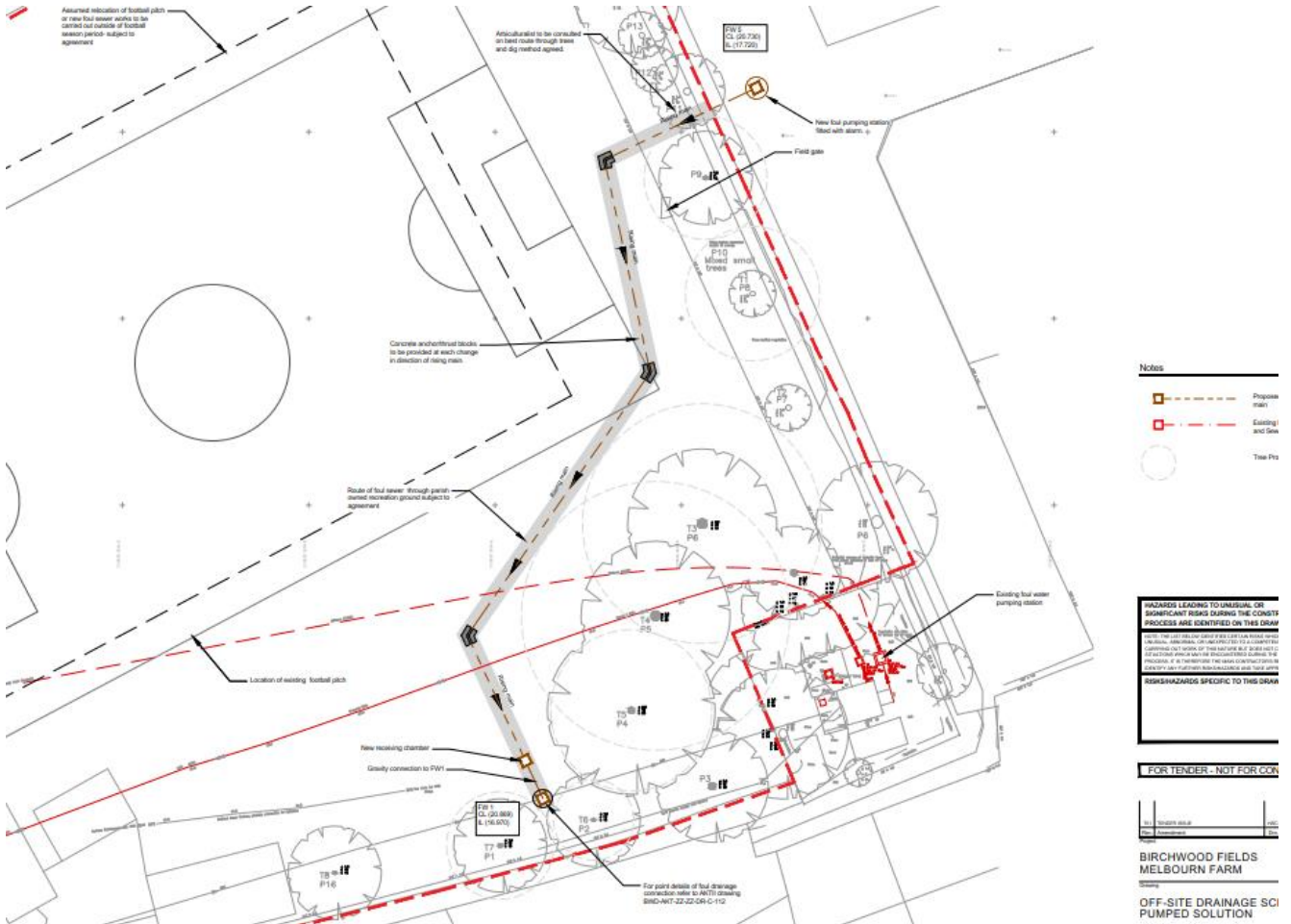
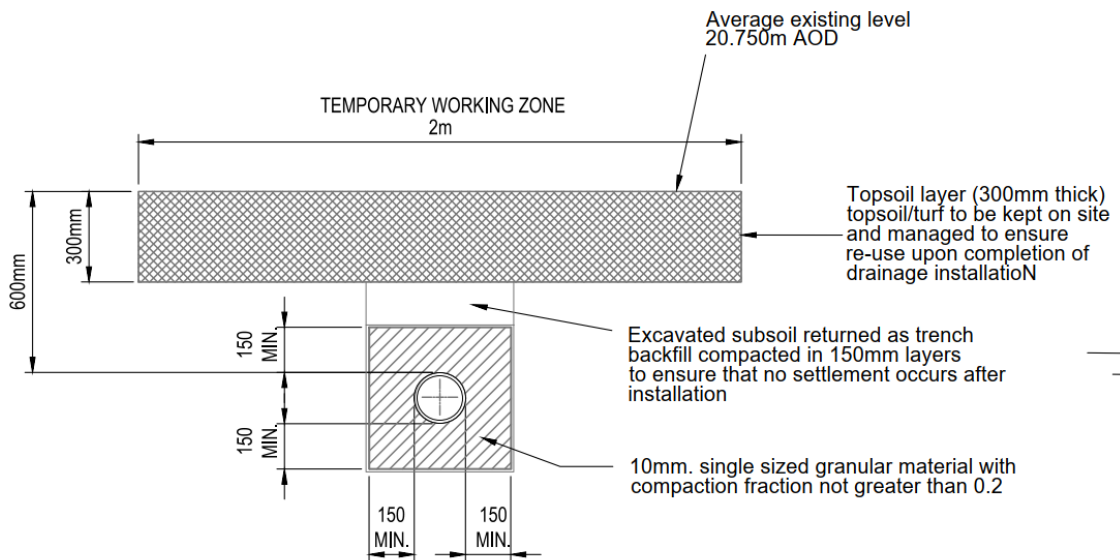


Figure 2 - Extract from plan drawing showing worst-case impingement on to the football pitch.

The design attempts to install the pipe with the minimum encroachment on the football pitch position.

The following section detail demonstrates that the crown of the pipe will be 600mm below the pitch surface. Previously this was more than 3M below the surface. This helps us to reduce the width of the working area and therefore the consequential damage to turf and improve the programme period:



The chosen sequence (see below section) minimises the nuisance period near the football pitch and would hopefully mean not having to move the pitch at all following further clarification with the parish council.

### 3. TRAFFIC MANAGEMENT PLAN & LOGISTICS ARRANGEMENTS

The following key principles for accessing the works and moving materials will be followed.

- **All access, deliveries, plant and personnel movements will be strictly from the Birchwood site via a culvert over the existing swale. No access will be required from The Moor, with the exception being during the overpumping period during the final week of access (see below phasing plan)**
- The site working hours as outlined within the planning permission (ie 0800-1800 mon-fri) will strictly be followed. No Saturday working will be implemented if this clashes with the football season/fixtures.
- A temporary culvert will be installed over the existing swale at the boundary, consisting of a 300mm concrete pipe backfilled with engineered stone installed on a geotextile membrane to permit crossing of the swale for pedestrians and vehicles. A temporary culvert license / permit will be obtained from the lead local drainage authority for this.



**Fencing:**

The following two fencing types will be used – these are shown on the phasing plans in section 4.

**1 – Heras Fencing**

This fencing will be used during temporary applications and is used for the boundary of the Birchwood Project Site. This is noted in blue on the sequence plans:



**2 – Water-Filled Barriers with Mesh Fence Panel**

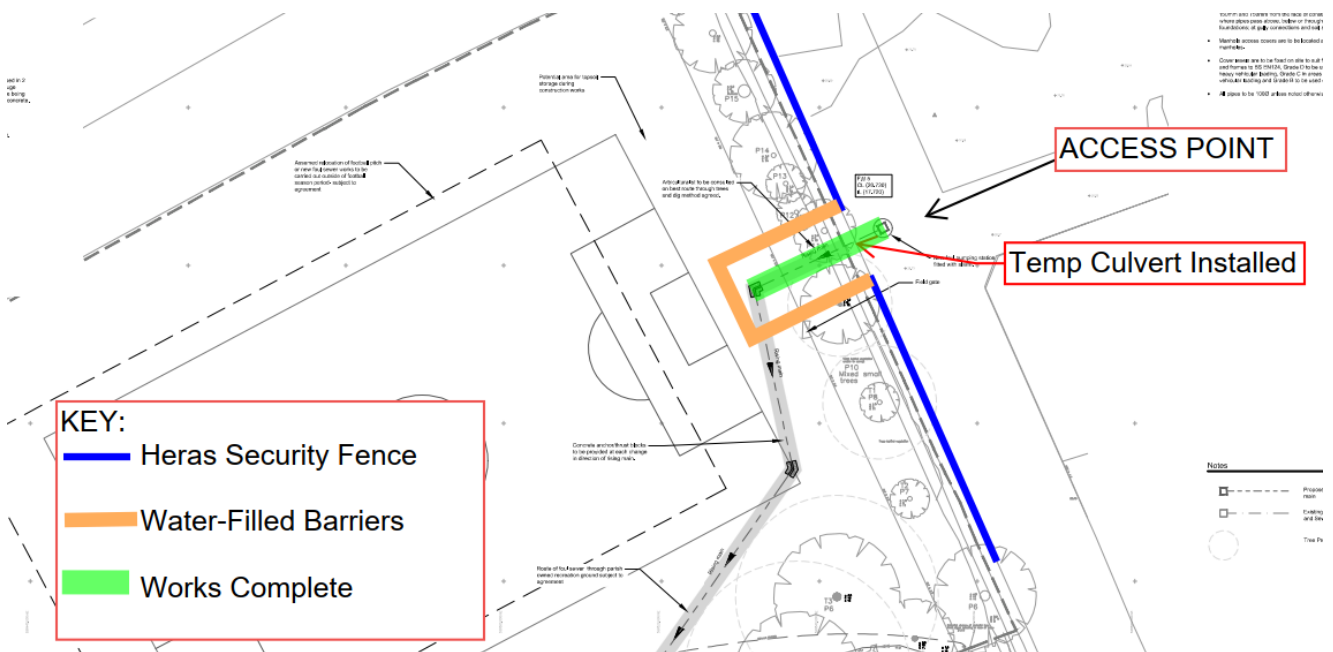


#### 4. SEQUENCE OF WORKS / PHASING PLANS

The following week-by-week sequence outlines the intended process for the installation of the foul water pipe.

##### **WEEK 1 – Offsite Establishment and Crossing**

- Undertake condition survey of the works footprint, swale and the trees at the boundary and submit to TTP and Parish Council for record purposes.
- Establishment of the culvert crossing over the swale and installation of a haul road to the crossing point.
- Vacuum excavation of the pipe crossing point around the existing trees to prevent disturbance to the existing tree roots
- Inspection of the tree roots with SDC arboriculturist to agree the precise location to take the pipe across. Provide evidence of this to the Parish Council for record purposes.
- Survey the position of the football pitch and review the precise line of the drainage pipe to remove it from the football pitch if possible.



**WEEK 2 – Continuation of Drainage Installation – Optional adjustment of football pitch position**

- **Relocation of the football pitch to the hatched position is not required.**
- Careful removal of existing turf to enable quick reinstatement.
- Installation an adequate amount of drainage pipework and thrust blocks to permit full reinstatement of the turf by the end of the week and pull the barriers back away from the football pitch before the weekend.
- Relocation of the fencing off the football pitch if needed, depending on the outcome of engagement with the Parish Council.
- **IMPORTANT:** We intend to reduce the working area where it crosses the football pitch down to 1.2m width and we intend to replace the turf removed within 36 hours and re-roller to prevent damage to the football pitch. A specific detail is shown below the plan.

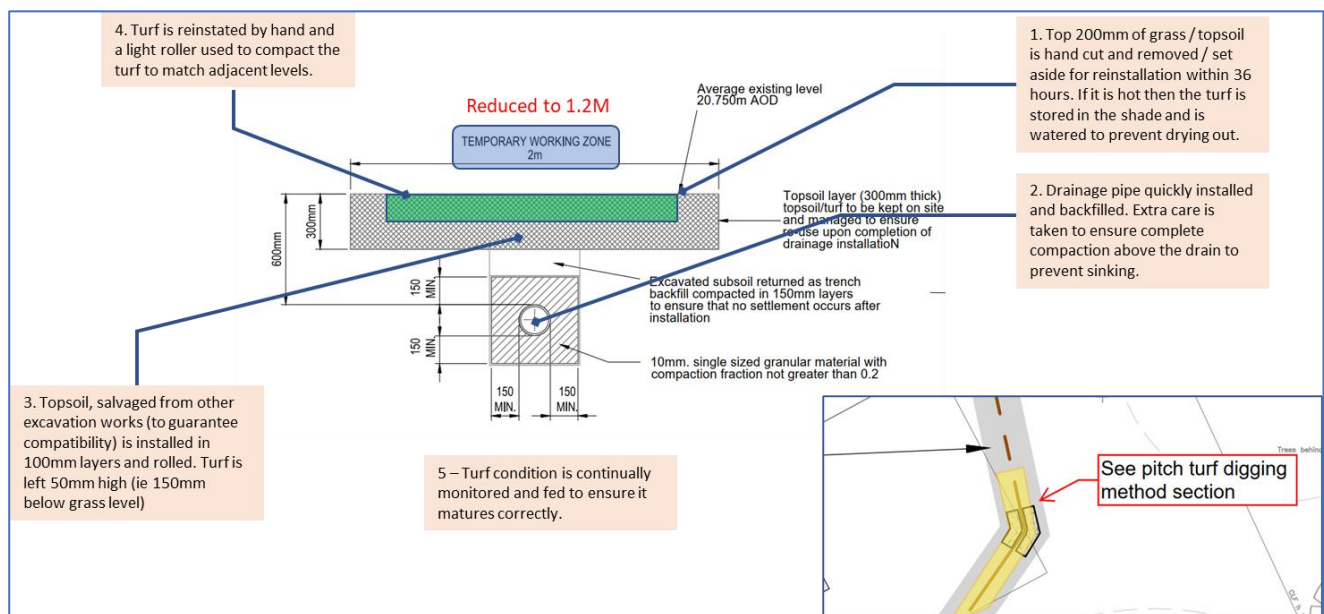
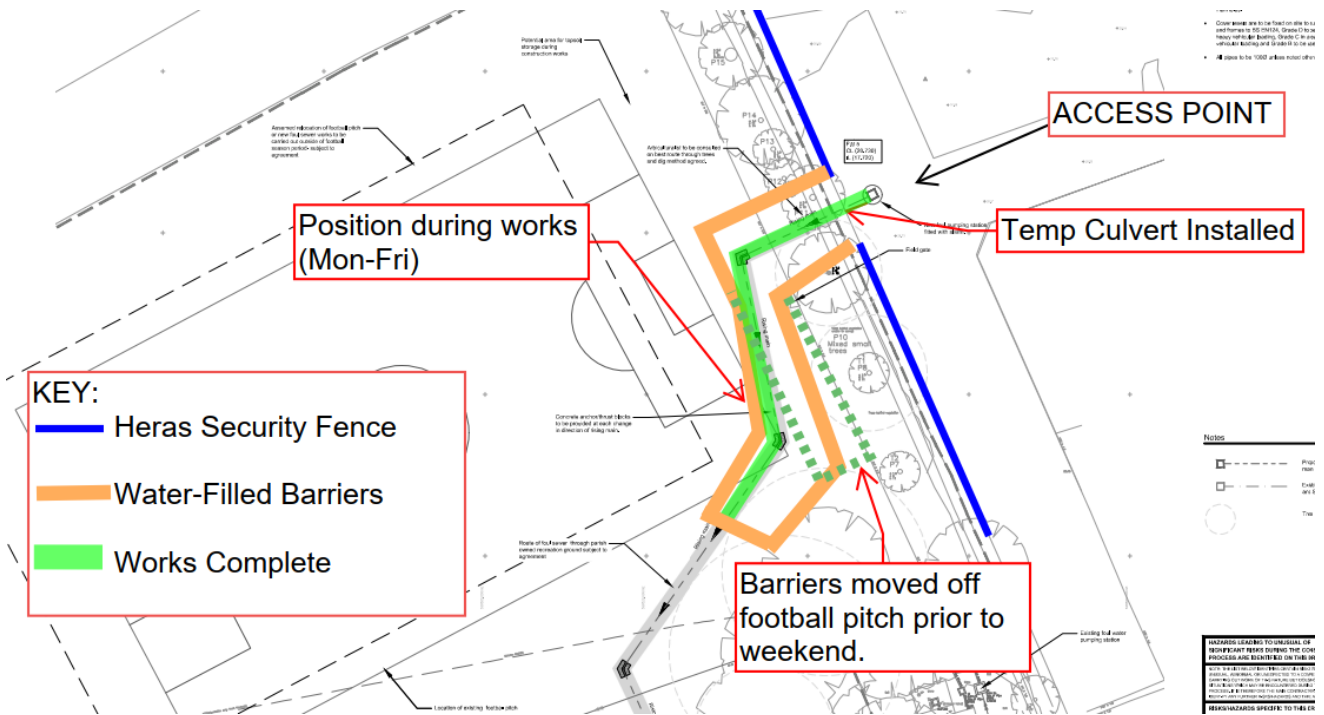
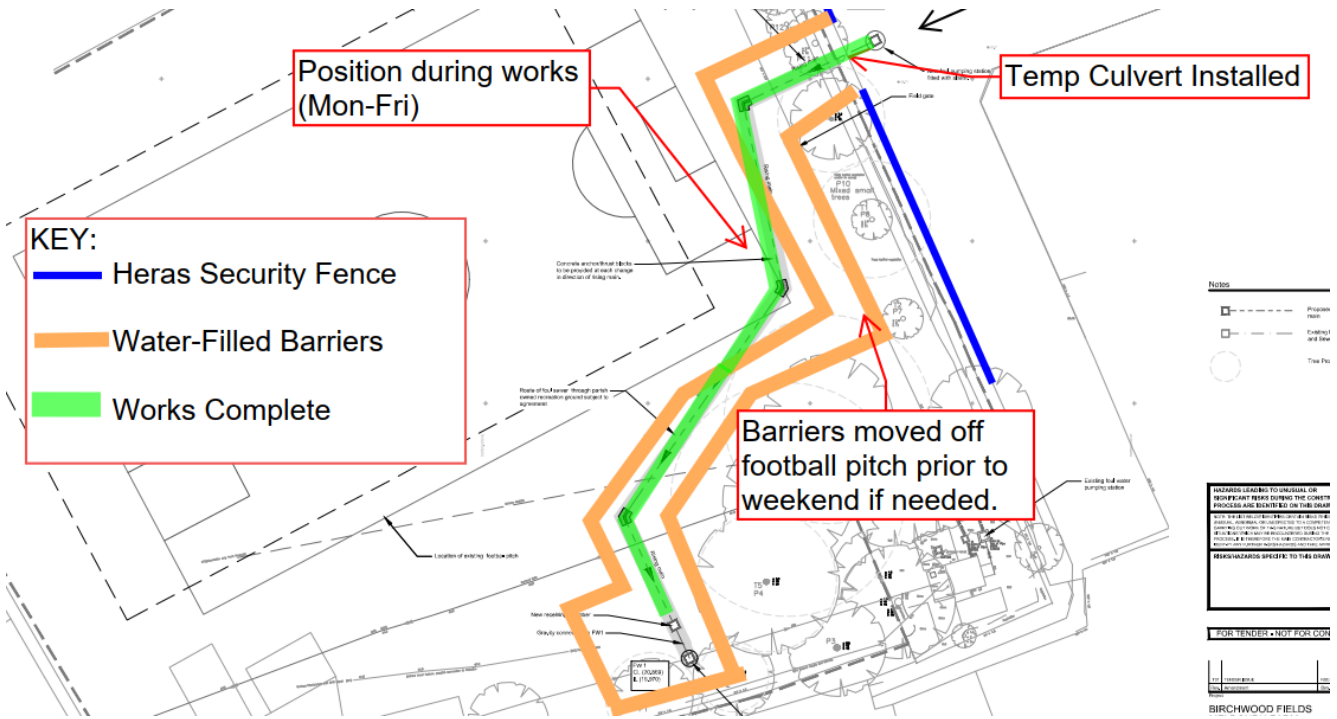


Figure 3 - Detail for where the pipe crosses the football pitch.

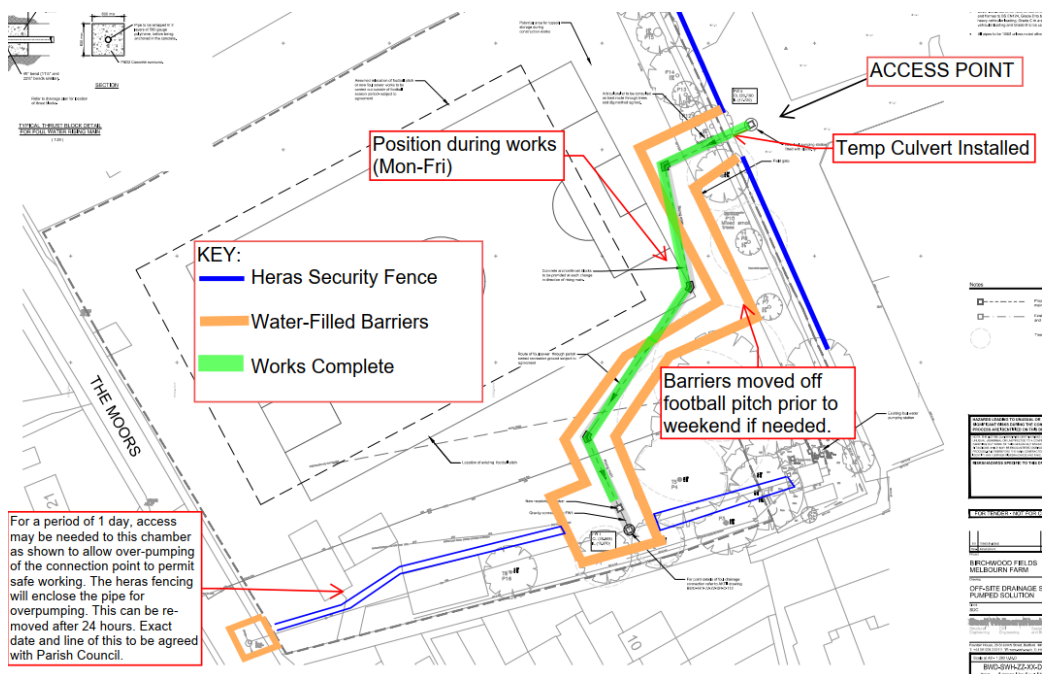
**WEEK 3 – Completion of Primary Drainage Runs and Establishment of Chamber / Connection Site**

- Most of the drainage installation will be concluded this week and a small satellite site will be established around the connection point and manhole as shown.



**WEEK 4 – Connection to the Anglian Water Network**

- The connection process is subject to Anglian Water's approval and so the precise programme for this phase cannot be guaranteed, however the construction of the two manholes will be undertaken during week 4 and an over-pumping arrangement, approved by Anglian Water and agreed logistically with the Parish Council will need to be implemented for a period of 5 days during the break-in to the Anglian Water pipe. SDC propose that these works are undertaken during the half-term at Melbourn Village College to minimise disruption. SDC's traffic management plan for The Moors will be submitted to the Parish Council prior to implementation to obtain comment.



## **WEEK 5 – Demobilisation**

- Removal of all fencing and re-instatement of topsoil and turf, returned to the condition found and recorded within the condition survey.
- CCTV survey of the installed mains and approval from Anglian Water that works have been completed.

## **5. REINSTATEMENT CONDITION**

SDC are very aware of the importance of retaining the integrity of the existing turf / surfacing. We will salvage all of the topsoil during the works and reinstate to ensure compatibility. New turf will be laid wherever required (no seeding). Should turf need establishment time, following demobilisation, stake and mesh fencing will be installed around these areas and they will be watered and maintained by SDC while the turf is established. We will reinstate this to the satisfaction of the parish council.

## **6. SUPERVISION**

These works will be supervised by:

- Philip Moore – Site Manager - Contact Number: 07500 840958
- Tom Fenner – Project Manager – Contact Number: 07831 165880

Our subcontractor, Oliver Connell & Son will have a competent site team, however Phil and Tom are the primary points of contact for the works.

## **7. MONITORING ARRANGEMENTS**

SDC will issue a weekly situation report to Councillor Steve Kilmurray and Claire Littlewood via email during the works to provide an update on progress.

## **8. PLANT & EQUIPMENT**

Due to the shallow nature of the excavation, we will be using small excavators to undertake these works. They will be accompanied by a dumper and a roller to ensure adequate compaction of the subsoil prior to reinstatement of the surfacing.

## **9. SAFETY OF THIRD PARTIES**

Safety of third parties is the principal objective here. We believe we have designed out a significant portion of the risk by reducing the duration and extent of the works. Notwithstanding this we have produced the following summary risk assessment to confirm how this plan addresses the safety of third parties:

<b>Hazard Description</b>	<b>Potential Consequence</b>	<b>Mitigation Measure</b>
<u>Persons injured trying to access the work area to retrieve footballs etc.</u>	Falling from height or cuts and abrasions caused by stepping on hazards with inappropriate footwear.	Fencing to be water-filled (immovable) fence with mesh panel over. This creates a vision line over the fence to aid hazard perception. SDC have considered putting mesh over the site when not in operation however this may encourage dangerous climbing.  Plant and equipment to be brought back into the main site area out-of-hours.
<u>Turf reinstated incorrectly, causing musculoskeletal injuries when playing sports.</u>	Sports Injuries	Turf to be reinstated to the satisfaction of the parish council. The reinstatement time and permitted re-use is dependent on the season and the constraints of the fixtures etc and needs to be considered with the Parish Council.
<u>Damage to trees</u>	Trees dying or becoming unstable.	The drainage run avoids the root protection areas for the trees. SDC will engage the

		services of an arboriculturist to verify our intended drainage route on site prior to commencement.
<u>Traffic nuisance when accessing manhole on The Moor</u>	Traffic Accident	Agree the principles of accessing this chamber with Anglian Water and install Chapter 8 compliant barriers and signage in accordance with the National Road and Streetworks Act.
<u>Fencing is insecure and blows over in the wind</u>	Unauthorised access into a dangerous environment.	Water-filled barriers selected because they are immovable.
<u>Collision with fencing during football game</u>	Personal injuries	Water-filled barriers are selected because they are safer than Heras fencing if collided with and less likely to cause abrasions and personal injury. We will keep the barriers as far away as possible from the perimeter of the pitch.

## 10. EMERGENCY PROCEDURES

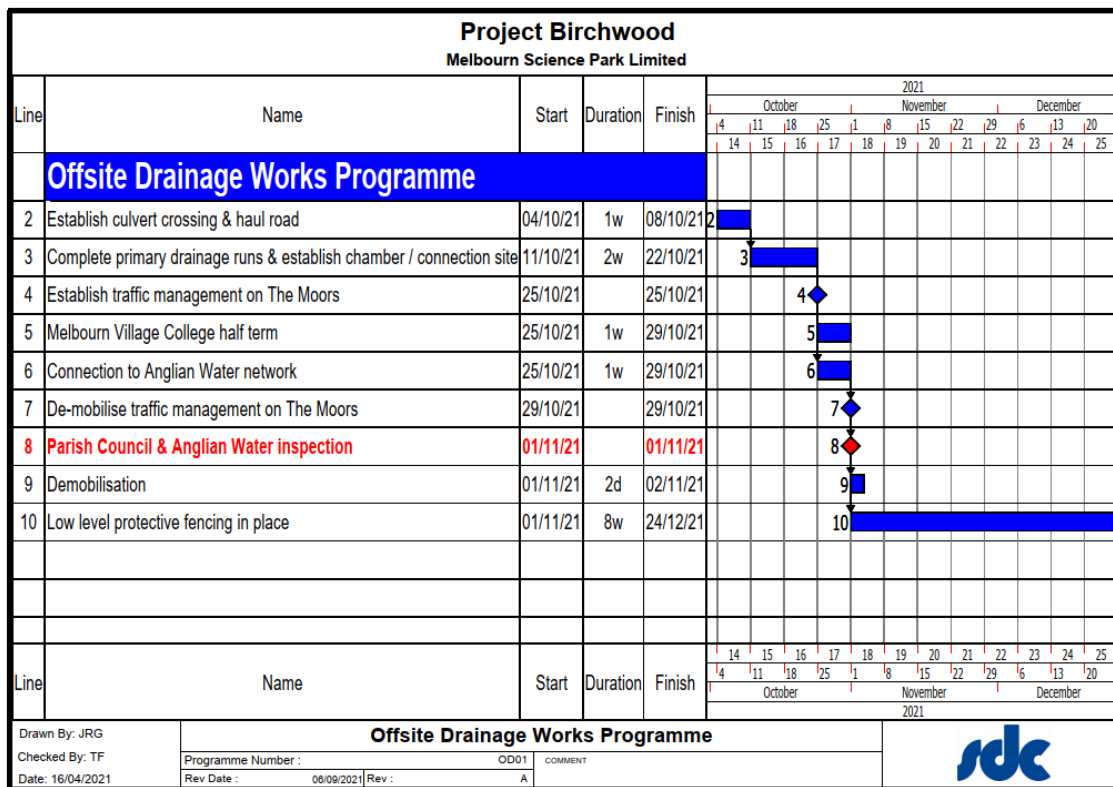
In the event of an emergency only, SDC propose that the emergency services are directed to this work location via the exit from The Moors. Access to the field is via a padlocked gate and SDC will obtain a key for this gate, only to be used in the event of emergency.

## 11. PROGRAMME

The works duration is outlined in the above sequence of operations (section 4) which show a duration of 4-5 weeks for the works.

The timescales are not project-critical. That is because we can use the pumping station to facilitate the construction phase and hence, we can be flexible around the football season to minimise nuisance caused.

See below a suggestion of the proposed programme following approval of the RAMS. The final programme is subject to approval from the Local Highways authority and will be finalised following consultation with the Parish Council and the Secondary School.



**Method Statement Written By:** Tom Fenner

**Date:** 12<sup>th</sup> October 2021

**Issued For:** Use

\*\*\*\*End of Document\*\*\*\*