

DATED 26 February 1974



--and--

S.B. BUDGE & COMPANY LIMITED.

DEED OF GRANT

THIS DEED OF GRANT is made the *Twenty sixth*  
day of *February* One thousand nine hundred and  
seventy-*four* B E T W E E N [REDACTED] of  
[REDACTED] hereinafter called "the  
Grantor") of the one part and S.B. BUDGE AND COMPANY LIMITED  
of Shelton House Bentalis Pippis Hill Estate Basildon in the  
County of Essex (hereinafter called "the Company") of the  
other part

W H E R E A S the Grantor is seised in fee simple in  
possession of the land hereinafter more particularly described  
free from incumbrances and has agreed to grant to the Company  
the easements privileges rights and liberties hereinafter  
specified

N O W THIS DEED W I T N E S S E T H as follows :-

1. IN consideration of the covenants on the part of the  
Company hereinafter contained the Grantor hereby grants unto  
the Company the following easements privileges rights and  
liberties for the benefit of the Company's adjoining or  
neighbouring land namely

(a) to construct (in every detail in accordance with the plan  
and Schedule annexed hereto) inspect repair alter renew and  
remove a sewage treatment plant together with all necessary  
ancillary works (hereinafter called "the plant") upon the  
Grantor's land at Sawston Cambridgeshire Ordnance Survey  
Number 163 in the position indicated upon the plan annexed  
hereto

(b) to lay (in every detail in accordance with the plan and  
Schedule annexed hereto) inspect repair alter renew and remove  
pipes and drains for carrying sewage to the plant and carrying  
treated effluent away from the plant the line of such pipes  
and drains being shown by broken lines upon the plan annexed  
hereto

(c) the hereinbefore granted rights of inspection repair cleaning or other maintenance shall except in case of emergency be exercised by arrangement beforehand with the Grantor

2. IF a system of sewage disposal maintainable by a public authority shall be made available to all users of the plant the easements privileges rights and liberties granted by this Deed shall cease to have effect as soon as the said public system shall have become fully operational

3. THE Company hereby covenants with the Grantor that the Company will

- (a) carry out the construction of the plant and lay the said pipes and drains (which plant and said pipes and drains are hereinafter collectively referred to as "the system") entirely in accordance with the plans and specifications annexed hereto
- (b) during the construction of the system take effective measures to prevent injury to livestock and third parties including the erection of fences or barriers and the provision of site supervision
- (c) in exercising its said easements privileges rights and liberties do as little damage as possible to the surface of the said land and any vegetation for the time being growing thereon and will in the carrying out of the said works or the maintenance thereof carefully remove from the surface all top soil in the line thereof and on completion of the said works or maintenance will replace such top soil so as to restore the surface as nearly as possible to its former state and condition
- (d) at all times until the adoption of the system by the Local Authority maintain the system in proper working order and

exercise its said easements privileges rights and liberties so as not to cause or permit a nuisance or annoyance whether by escape of sewage effluent or smells or otherwise on the Grantor's land nor cause or permit damage to vegetation animal or bird life on the Grantor's land and take such steps as may be necessary to prevent such escape including the repair and maintenance of the system

- (e) reinstate and make good all fences paths and land drains which may be cut crossed injured or otherwise disturbed or interfered with in the exercise of the said rights to the reasonable satisfaction of the Grantor
- (f) keep the Grantor indemnified against all actions claims or demands that may be brought or made against him by reason of anything done prior to the adoption of the system by the Local Authority in the exercise or purported exercise of the rights hereby granted and against all nuisance annoyance disturbance or actual damage caused by the construction or malfunctioning of the system prior to its adoption by the Local Authority
- (g)
  - (i) carry out all works of clearance of plant growth and dredging of ditches and water courses from the point of discharge of the outflow of the system downstream to the boundary of the Grantor's land as may in the opinion of the Grantor be reasonably necessary in the light of experience of the functioning of the system
  - (ii) pipe any surface water that has remained standing for a period of more than thirty consecutive days during the months of June July August or September in the ditch (marked green on the plan annexed hereto) between the Company's land and the Grantor's land into an established water course to be agreed

with the Grantor

- (h) permit the Grantor or his duly appointed representative to inspect the system and forthwith to carry out such work as may reasonably be required by the Grantor to maintain the system in accordance with these covenants prior to the adoption of the system by the Local Authority
- (i) in the event of the Company failing duly to carry out any necessary works of inspection repair cleaning maintenance and renewal the Grantor may after fourteen days notice in writing to the Company carry out all such necessary works and the Company shall reimburse the Grantor for all reasonable costs and expenses thereby incurred
- (j) provide a farm gate between the Company's building estate and the Grantor's land at the point marked (X) on the plan annexed hereto and at all times that the said gate is not in use for entry or egress to the Grantor's land in exercise of the rights and obligations herein contained keep the said gate locked
- (k) if the rights hereby granted should cease in accordance with clause 2 hereof remove the plant and all sewers drains and other ancillary works from the Grantor's land and make good to the reasonable satisfaction of the Grantor all damage caused to the Grantor's land by the construction or removal of the said plant sewers drains or ancillary works

4. THE Grantor hereby covenants with the Company that he will not at any time build over the plant or the line of pipes laid by the Company or so near to the said plant or pipes as to endanger them

5. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value of the consideration exceeds Ten thousand Pounds (£10,000)

I N W I T N E S S whereof the Grantor has hereunto set his hand and seal and the Common Seal of S.B. Budge and Company Limited was hereunto affixed the day and year first above written

SIGNED SEALED AND DELIVERED )  
by the said [REDACTED]  
[REDACTED] in the presence of :- )

THE COMMON SEAL OF S.B. BUDGE  
AND COMPANY LIMITED was hereunto  
affixed in the presence of :-





## SPECIFICATION FOR DRAINAGE AND SEWAGE WORK

Proposed by Messrs. Budge Brothers & Co. Ltd. on land owned by Major A.C. Eyre at SAWSTON HALL, CAMBRIDGESHIRE

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To be read with Drawing 90-10 that locates lettered references.

### 1.0 GENERAL

- 1.1 All work is to be carried out in accordance with sound accepted standards of workmanship and using only sound materials that satisfy any relevant British Standard.
- 1.2 All details of the design and construction are to be as required by the Local Authority in its exercise of statutory authority, whether or not they are particularly described in this Specification or shown on the accompanying Drawing 90-10.  
If the requirements of the Local Authority are at variance with this Specification and Drawing, then adherence shall be to the former, but any material change shall be notified by the developer to the landowner.
- 1.3 During the construction of the works the developer shall protect by temporary fencing and covers as appropriate all open excavations to prevent hazard to humans and livestock.
- 1.4 On the completion of the work the developer shall back-fill all excavations, make good land surfaces by levelling ruts, etc., make good any fences and land drains disturbed, and clear from site all surplus materials including spoil and rubbish.

### 2.0 SURFACE WATER DRAINAGE

- 2.1 From the soakaways adjacent to the oil interceptors at 'A' and 'B' on the adjoining land run two 12" diameter overflow pipes of concrete or salt-glazed ware through the boundary at 'C' and 'D' to join ditch running on the south side of the boundary. The outlet ends of these pipes are to be fitted with crossed bars of minimum  $\frac{1}{2}$ " diameter mild steel rod, hot dip galvanised, to prevent access by children or livestock.

### 3.0 FOUL AND TREATED SEWAGE WORK

3.1 Run 15" concrete sewer 'E' across boundary from new housing estate and connect to Satec 'OXIGEST' sewage treatment plant model 75-E-316M of performance specification as appended sheet headed 'Plant Data' with reference 202044 and date 30 March 73, and installed in accordance with manufacturer's instructions at 'F'.

The sewage treatment plant is to contain in addition a Satec Upward Flow Clarifier and ancillary equipment as necessary properly to treat all sewage effluent to a clean, clear, condition free from noxious odour before discharge.

- 3.2 Provide electricity supply and any other services required for the treatment plant and run 24" minimum below ground level.
- 3.3 From the end of the estate road run service road 'G' across boundary and up to treatment plant enclosure and consisting of two 24" wide tracks of consolidated limestone rubble 12" deep and spaced 36" apart.
- 3.4 At 'X' on the boundary provide a stock-proof timber farm gate secured by padlock and chain and bearing on the housing estate side a white notice board with the wording "PRIVATE-DANGER" in 3" high red letters.
- 3.5 At 'H' form 45 degree sloping banks of topsoil to each side of the treatment plant and cover with turf.
- 3.6 At 'I' provide all round the treatment plant a fence of 6'0" high green plastic covered wire mesh on concrete posts painted two coats green emulsion paint. At 'K' provide in the fence a full-height metal gate, or pair of gates, secured by padlock and chain.
- 3.7 The fenced enclosure and equipment of the sewage treatment plant shall have such further provisions considered necessary by the developer to prevent unauthorised entry whether by livestock, children or adults, and to afford protection from injury to those who do enter whether lawfully or not.
- 3.8 All metalwork in plant, fences, and gates shall be effectively treated to prevent rusting and where not self-finished as by plastic or galvanised coatings shall be decorated with green gloss enamel paint.



- 3.9 Run outfall drain 'K' at even downward fall from treatment plant to stream at 'L'. The drain shall consist of 6" diameter pitch-fibre pipes laid and jointed according to manufacturer's instructions and set in 4" pea shingle bed except under the track 'E' where the pipe shall be cased in 6" concrete.
- 3.10 The outfall drain shall have throughout its length a minimum cover of 48" to ground level, and the top 9" of backfill shall be consolidated topsoil with cut meadow turf reinstated.
- 3.11 Form Inspection Chambers (I.C.) 1 to 5 along outfall drain with walls of grade B engineering bricks or concrete, with 4" concrete bases, and with medium duty cast-iron manhole covers at ground level.
- 3.12 At Point 'L' the outfall drain is to discharge into the existing stream above normal water level through a 6" thick concrete head wall not less than 36" x 36" on face.

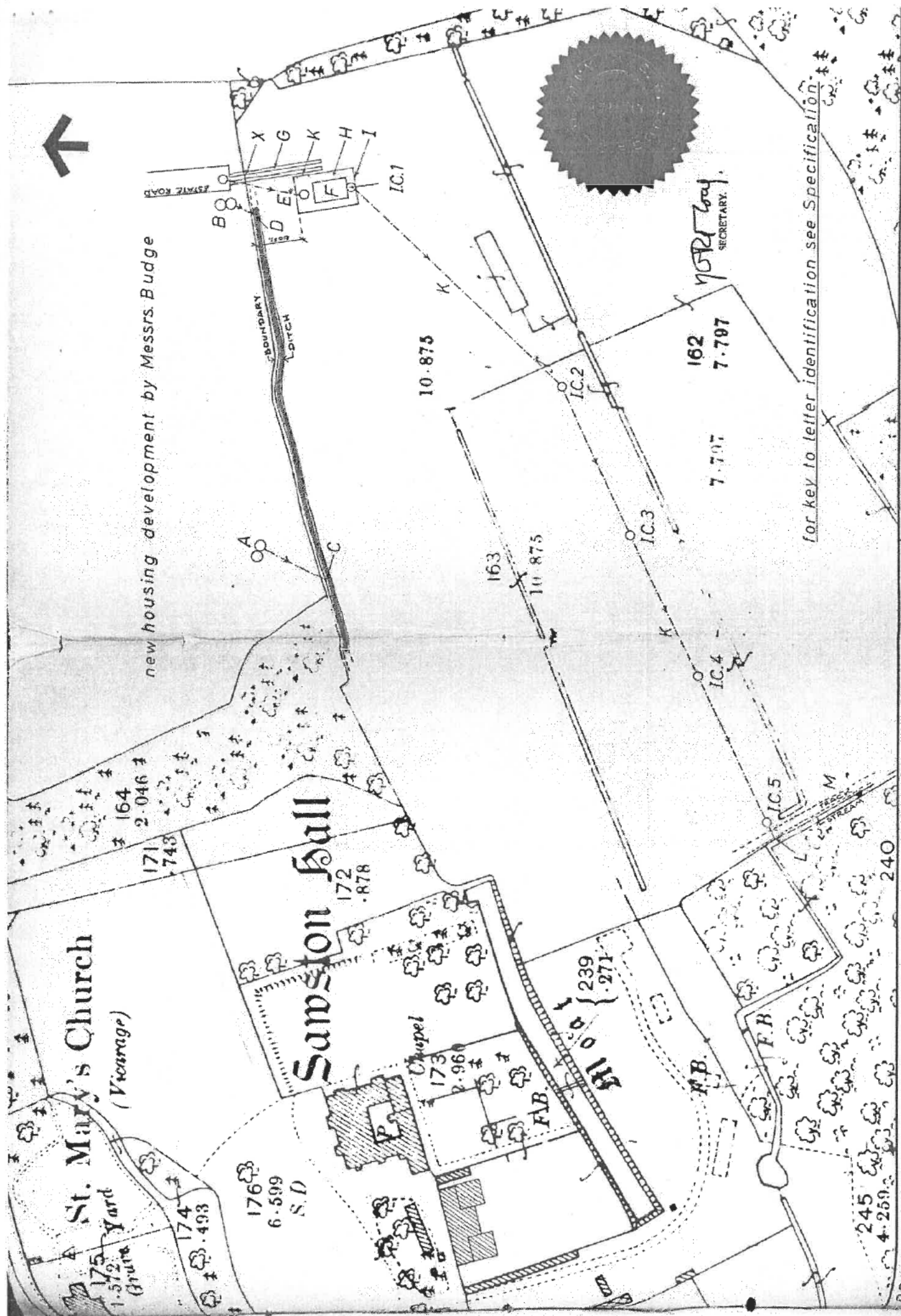
Note: This Specification and accompanying Drawing have been prepared by Dr. David Croghan, architect, on behalf of Major A.C. Eyre and Messrs. Budge Brothers & Co. Ltd. All details of a technical nature affecting the design and working of the installation have been provided by Messrs. Budge, who remain responsible for the supervision of the construction of the works and their correct functioning.

Ref.	203044
Date	30th March 1973



## PLANT DATA

DESIGN BASIS	
Nature of Waste	Domestic Sewage
Population served	544
Flow calculation	@ 230 litres/capita/day      125-12 m <sup>3</sup> /day
Peak Flow	@ 3 x DMT      375.36 m <sup>3</sup> /day      15.64 m <sup>3</sup> /hour
Organic load calculation	@ 55 gms BOD/capita/day      29.92 kgs BOD/day
Final Effluent quality required	Royal Commission Standard      20 mg/l BOD <sub>5</sub>
	30 mg/l Suspended Solids
Source of information	
PLANT PROPOSED	
Type	Factory Built Oxigest Model 75-B-316M      No. One
Process	Extended Aeration
Aeration Tank	Volume      m <sup>3</sup> 132.5 m <sup>3</sup>
	Loading <del>kg BOD/1000 m<sup>3</sup>/day</del> 226 mg/l/day
Settlement Tank	Surface Area      ft <sup>2</sup> 17.5 m <sup>2</sup>
	Overflow Rate at peak      galls/ft <sup>2</sup> /day      21.4 m <sup>3</sup> /m <sup>2</sup> /day
AIR SUPPLY	
Two 5HB Roots type blowers      ( One Duty /Standby)	
Installed Supply      291 m <sup>3</sup> /kg BOD      ft <sup>3</sup> /lb BOD / day	



DRAINAGE and SEWAGE WORKS proposed by Messrs. Budge Bros. & Co. Ltd.  
on land owned by Major A.C.Eyre at SAWSTON HALL Cambridgeshire

BASED UPON THE O.S. MAP WITH THE  
SANCTION OF THE CONTROLLER, OF

Scale 1:1250  
DR. D. CROGHAN RESEA  
AS NEUTRALITY OF PART

90-10