

**TRANSPORT AND WORKS ORDER ACT 1992**

**TRANSPORT AND WORKS (INQUIRIES PROCEDURES) RULES 2004**

**INQUIRY IN TO:**

**THE PROPOSED NETWORK RAIL (CAMBRIDGE SOUTH INFRASTRUCTURE  
ENHANCEMENTS) ORDER**

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**APPENDICES TO MAIN PROOF OF EVIDENCE**

**ON MATTERS RELATING TO THE DRAINAGE ACCESSED BY CAMBRIDGE  
UNIVERSITY HOSPITALS WITHIN THE CAMBRIDGE BIOMEDICAL CAMPUS**

**IAN JACKSON – B.Eng, PGDip, Facilities Management**

**ON BEHALF OF CAMBRIDGE UNIVERSITY HOSPITALS NHS FOUNDATION TRUST**

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<b>Inquiry Document Reference</b>	OBJ-6/W2/2
<b>Author</b>	Ian Jackson
<b>Date</b>	07 January 2022

## **List of Appendices**

**Appendix 1:** Agreements in relation to CUH's rights and obligations in respect of surface water drainage

# **Appendix 1**

Agreements in relation to CUH's rights and obligations in respect of surface water drainage

Dated 25 June.

2008

(1) THE HOBSON'S CONDUIT TRUSTEES

(2) MESSRS AF PEMBERTON, PRW PEMBERTON, EA BROMET, WRB EDWARDS  
AND SIR FWW PEMBERTON

(3) CAMBRIDGE UNIVERSITY HOSPITALS NHS FOUNDATION TRUST

DEED OF GRANT  
relating to drainage rights and other  
easements for the benefit of  
Addenbrooke's Hospital, Cambridge

MILLS & REEVE



THIS DEED is made the       day of

2008

**BETWEEN:**

- (1) **THE INDIVIDUALS** whose names and addresses are set out in Part 4 of the Schedule ("Hobson's Trustees").
- (2) **ANTONY FRANCIS PEMBERTON** of Trumpington Hall, Trumpington, Cambridge CB2 2LH **PETER RICHARD WINGATE PEMBERTON** of Maris House, 20 West Side Common, London SW19 4UE, **EDWARD ANTHONY BROMET** of Wrigleys Solicitors LLP, 19 Cookridge Street, Leeds, **WILLIAM ROBERT BARTLE EDWARDS** of Hardingham Hall, Norwich, Norfolk NR9 4AE and **SIR FRANCIS WINGATE PEMBERTON** of Enterprise House, Maris Lane, Cambridge CB2 2LE ("Pembertons")
- (3) **CAMBRIDGE UNIVERSITY HOSPITALS NHS FOUNDATION TRUST** of Addenbrooke's Hospital, Hills Road, Cambridge CB2 0QQ ("Grantee")

**RECITALS**

- (A) The Hobson's Trustees are the owners of Hobson's Conduit (otherwise known as Hobson's Brook) leasehold for the term more particularly described in a Lease dated 26 October 1610 made between (1) the then Lord of the Manor of Trumpington, Thomas Chaplyn (2) the Chancellor Master and Scholars of the University of Cambridge and the Mayor Bailiffs and Burgesses of the Town of Cambridge subject to the covenants and conditions contained in that Lease but otherwise free from encumbrances.
- (B) The Pembertons are the freehold owners of the land shown hatched green on Plan A free from encumbrances which would prevent them from entering into this Agreement.
- (C) The Grantee is the freehold owner of the land shown in part edged red and in part edged blue on Plan B and known as Addenbrooke's Hospital, Cambridge free from encumbrances which would prevent it from entering into this Agreement
- (D) By virtue of:
  - (i) a Lease dated 13 February 1970 made between (1) Antony Francis Pemberton and (2) The Secretary of State for Social Services; and
  - (ii) a Lease dated 13 February 1970 made between (1) Francis Wingate William Pemberton and (2) the Secretary of State for Social Services;

the Grantee has discharged surface water from the Hospital Land into a ditch on the Pembertons' Land which has ultimately discharged into Hobson's Conduit.

- (E) On 23 April 1992 the Grantee was granted a licence by the National Rivers Authority pursuant to Schedule 10 of the Water Resources Act 1991 to discharge surface water from the Hospital Land through an outlet at Grid Reference TL 4622 5501 into the Ditch and from 1 April 1996 the Environment Agency took over responsibility for such consent from the National Rivers Authority
- (F) This Deed is entered into for the purpose of formalising the existing position by granting such rights and easements to the Grantee for the benefit of the Hospital Land as may be necessary to permit surface water from the Hospital Land to continue to drain through the Ditch and into Hobson's Conduit and for governing the exercise of such discharge.
- (G) By an Authorisation dated 22 December 2004 (effective 1 July 2004) Addenbrooke's Hospital National Health Service Trust became Cambridge University Hospitals NHS Foundation Trust pursuant to Section 6 of the Health and Social Care (Community Health and Standards) Act 2003
- (H) The Hobson's Trustees are Trustees of the Hobson's Conduit Trust being registered charity no. 204644 constituted by a scheme of the Charity Commissioners dated 14 April 1899. The charity is not an exempt charity and the grant of rights is a disposal within the meaning of Section 36 Charity Act 1993 in respect of which the restrictions on disposition imposed by the Act have been fulfilled.

## **OPERATIVE PROVISIONS**

**NOW** the parties have agreed to enter this Deed

### **1. DEFINITIONS AND INTERPRETATION**

#### **1.1 In this Deed:**

- 1.1.1 The clause headings do not affect its interpretation
- 1.1.2 Unless otherwise indicated, references to clauses and schedules are to clauses of and schedules to this Deed and references in a Schedule to a Part or paragraph are to a part or paragraph of that Schedule
- 1.1.3 References to Hobson's Conduit are (unless the context otherwise requires) to the length of Hobson's Conduit where it runs through the Pemberton's Land as illustrated on Plan A and reference to the Hospital Land include any part or parts of it.

1.1.4 Words and expressions listed below shall (unless the context otherwise requires) bear the meanings set opposite to them respectively:

“Discharge Licence”	the Grantee’s Licence referred to in Recital (E) as modified or replaced from time to time
“Ditch”	the drainage ditch coloured blue on Plan A marked “Drain” and referred to in Recital (D)
“Hobson’s Conduit”	the brook (or stream) otherwise known as Hobson’s Brook shown coloured blue on Plan A and marked “Hobson’s Brook”
“Hospital Land”	the land shown edged red on Plan B being part of Addenbrooke’s Hospital, Cambridge
“including”	means including, without limitation.
“Lease”	the lease of Hobson’s Conduit referred to in Recital (A)
“Pembertons’ Land”	the freehold land owned by the Pembertons and shown hatched green on Plan A
“Plan A” and “Plan B”	the plans annexed hereto and marked “Plan A” and “Plan B” respectively

- 1.2 For the avoidance of doubt the expressions “Hobson’s Trustees” and “Pembertons” include their successors in title to Hobson’s Conduit and to the Pembertons’ Land respectively and “Grantee” includes their successors in title to the Hospital Land and any statutory successor or other body having ownership of the Hospital Land or part thereof as a provider of hospital and healthcare services in succession to Cambridge University Hospitals NHS Foundation Trust
- 1.3 Any reference to a specific statute includes any statutory extension or amendment or modification or re-enactment of such statute and any regulation or order made under it and any general reference to statute includes any regulation or order made under it.
- 1.4 Any reference to a notice or other communication shall be a notice or other communication in writing and any reference to a consent or approval or agreement shall mean a consent or approval or agreement in writing.



# Cambridge Biomedical Campus Ownership - Plan A





Plan B



1:3	Oct 2007
MCS / GF	1:1500
HR-00-01-001D	
Surface Water Drainage	
Addenbrooke's Hospital	



- 1.5 Where the context so admits the singular shall include the plural and vice versa and reference to one gender includes any other gender.

## **2. HOBSON'S TRUSTEES**

The Hobson's Trustees ACKNOWLEDGE AND DECLARE that they enter into this Deed for the purpose of furthering their objectives as managers and curators of Hobson's Conduit and in particular (but without prejudice to the generality of the foregoing) for the purposes specified in Schedule 1 and they further acknowledge that neither they themselves nor the trust of which they are trustees constitute the drainage authority for the area nor have they any agency or authority on behalf of the drainage authority.

## **3. GRANT OF EASEMENTS**

- 3.1 The Hobson's Trustees HEREBY GRANT with limited title guarantee to the Grantee TO HOLD the same for the benefit of the Hospital Land for the unexpired residue of the term granted by the Lease the right to discharge surface water from the Hospital Land into Hobson's Conduit through the Ditch
- 3.2 The Pembertons HEREBY GRANT with limited title guarantee to the Grantee to hold the same freehold for the benefit of the Hospital Land the right to discharge surface water from the Hospital Land through the Ditch and to enter onto so much of the Pembertons' Land as may reasonably be necessary with workmen or contractors and relevant machinery and plant to enable the Grantee to comply with its obligations in clauses 4.2 1 and 5.1 upon giving prior written notice to the Pembertons (save in the case of emergency where no such notice shall be required) PROVIDED THAT in exercising such rights the Grantee shall cause as little damage to the Pembertons' Land as is reasonably practicable and forthwith following completion of such work making good any damage thereby caused and paying to the Pembertons reasonable compensation for any crops damaged in the exercise of such rights and shall indemnify the Pembertons against all costs claims demands and expenses whatsoever arising out of the exercise of such rights

## **4. GRANTEE'S OBLIGATIONS TO THE HOBSON'S TRUSTEES**

The Grantee HEREBY COVENANTS with the Hobson's Trustees for the benefit and protection of Hobson's Conduit and so as to bind the Hospital Land into whosoever hands the same may come as follows:

4.1 Discharge consent

The Grantee will comply with the Discharge Licence as modified or replaced from time to time .

4.2 Remediation

4.2.1 In the event of any discharge occurring which contaminates or threatens to contaminate Hobson's Brook the Grantee will as soon as reasonably practicable after becoming aware of the same notify the Hobson's Trustees and take all such steps as may reasonably be necessary to prevent such discharge from continuing or recurring and

4.2.2 The Grantee will reimburse the Hobson's Trustees in respect of all reasonable costs expenses and losses properly incurred by the Hobson's Trustees as a result of such contamination and will indemnify the Hobson's Trustees against all costs claims demands and expenses arising out of the exercise of any of the rights hereby granted

**5. THE GRANTEE'S OBLIGATIONS TO THE PEMBERTONS**

The Grantee HEREBY COVENANTS with the Pembertons for the benefit and protection of the Ditch and the Pemberton's Land and each and every part of it and so as to bind the Hospital Land into whosoever hands the same may come as follows

- 5.1 To keep the Ditch in good repair and condition and to dig out widen deepen clear and cleanse the Ditch as often as may be required from time to time to maintain the depth thereof and to comply with the rules of good husbandry and
- 5.2 To keep the Pembertons indemnified against any costs incurred in widening or deepening the Ditch or any tunnel culvert or other work of construction through which the ditch runs for the purposes of making the Ditch fit for carrying storm water and
- 5.3 In exercising the rights hereby granted to cause as little damage to the Pemberton's Land as is reasonably practicable and forthwith following completion of such work making good any damage thereby caused and paying to the Pembertons reasonable compensation for any crops damaged in the exercise of such rights and
- 5.4 Not to discharge or suffer to be discharged into the Ditch any soil or other substance and not to cause or permit to be caused any obstruction to the free flow of storm and surface water through the Ditch or to do or permit to be done any

act matter or thing which may cause the water passing through the Ditch to overflow on to the Pemberton's Land and

- 5.5 To indemnify the Pembertons against all costs claims demands and expenses whatsoever arising out of the exercise of any of the rights hereby granted

## 6. HOBSON'S TRUSTEES

None of the Hobson's Trustees shall have personal liability under or in respect of this Deed and any claims (save as aforesaid) shall be against the assets of the Hobson's Conduit Trust.

## 7. NOTICES

Any notice to be served under this Deed shall be treated as being effectively served if it is delivered personally or sent by special delivery post:

- 7.1 In the case of the Pembertons to the Pembertons' Solicitors Eversheds LLP, Kett House, Station Road, Cambridge CB1 2JY;
- 7.2 In the case of the Grantee to its Chief Executive;
- 7.3 In the case of the Hobson's Trustees to the Vice Chairman Dr T M Upson, University of Cambridge Botanic Garden, 47a Bateman Street, Cambridge CB2 1JF, to the Clerk Mr J Blunt, Clerk to Hobson's Conduit Trustees, Committee Services, Cambridge City Council, Guildhall, Cambridge CB2 3QJ and with a copy to Hobson's Trustees' solicitors Messrs Archer & Archer, Market Place, Ely, Cambridgeshire, CB7 4QN

Or in each case to such alternative address or professional advisers as the respective parties shall notify in writing to the other parties

**IN WITNESS** whereof this Deed of Easement has been executed as a Deed and delivered upon the date stated above.



## **SCHEDULE**

### **Part 1 Trustees' objectives**

To preserve the Hobson's Trustees' objectives as manager/curators of the Hobson's Conduit in particular (and without prejudice to the generality of the foregoing)

1. To preserve an historic chalk stream for its ecological and rural public amenity value.
2. To provide a supply of water to Emmanuel and Christ's Colleges and to the University Botanic Garden.
3. To continue to provide a drainage water course to preserve its character and as an example of early civil engineering.
4. In pursuance of the above to maintain an acceptable maximum and minimum volume of flow and an acceptable minimum quality of water.
5. To secure and preserve a level of funding adequate to support these objectives.

**Part 2**  
**Names and Addresses of Hobson's Trustees**

<b>Mr Edward Richard Mortimore Wells</b>	<b>1 Barrow Close Cambridge CB2 8AT</b>
<b>Dr Timothy Martin Upson</b>	<b>University of Cambridge Botanic Garden, 47a Bateman Street Cambridge CB2 1JF</b>
<b>Dr Stephen Boreham</b>	<b>Geography Dept University of Cambridge Downing Place Cambridge CB2 3EN</b>
<b>Dr Christopher Jeans</b>	<b>10 Adams Road Cambridge CB3 9AD</b>
<b>Mr David Aubrey Jones</b>	<b>403 Cherry Hinton Road Cambridge CB1 8DB</b>
<b>Mr Graeme Sutherland Minto</b>	<b>10 Chaucer Road Cambridge CB2 7EB</b>
<b>Mr Duncan Mackay</b>	<b>85 East Road Cambridge CB1 1BY</b>
<b>Mr Paul McGhee</b>	<b>5 Rutherford Road Cambridge CB2 8HH</b>
<b>Mr David Cyril Elliot Ridgeon</b>	<b>Brook House 34 High Street Madingley Cambridge CB23 8AB</b>
<b>Mr John Horace Williams</b>	<b>90 Queen Edith's Way Cambridge CB1 8PW</b>

**EXECUTED** as a **DEED** by  
**EDWARD RICHARD MORTIMORE WELLS**

Witness:

Occupation:

Address:

**EXECUTED** as a **DEED** by  
**TIMOTHY MARTIN UPSON**

Witness:

Occupation:

Address:

**EXECUTED** as a **DEED** by  
**STEPHEN BOREHAM**

*STEVEN*

Witness:

Occupation:

Address:

**EXECUTED** as a **DEED** by  
**CHRISTOPHER JEANS**

Witness:

Occupation:

Address:

**EXECUTED** as a **DEED** by  
**DAVID AUBREY JONES**

Witness:

Occupation:

Address:

**EXECUTED** as a **DEED** by  
**GRAEME SUTHERLAND MINTC**

Witness:

Occupation:

Address:

**EXECUTED** as a **DEED** by  
**DUNCAN MACKAY**

Witness:

Occupation:

Address:

**EXECUTED** as a **DEED** by  
**PAUL MCGHEE**

Witness:

Occupation:

Address:

**EXECUTED** as a **DEED** by  
**DAVID CYRIL ELLIOT RIDGEON**

Witness:

Occupation:

Address:

**EXECUTED** as a **DEED** by  
**JOHN HORACE WILLIAMS**

Witness:

Occupation:

Address:

**EXECUTED** as a **DEED** by  
**ANTONY FRANCIS PEMBERTON**

Witness:

Occupation:

Address:

**EXECUTED** as a **DEED** by  
**PETER RICHARD WINGATE PEMBERTON**

Witness:

Occupation:

Address:

**EXECUTED** as a **DEED** by  
**EDWARD ANTHONY BROMET**

Witness:

Occupation:

Address:

**EXECUTED** as a **DEED** by  
**WILLIAM ROBERT BARTLE EDWARDS**

Witness:

Occupation:

Address:

**EXECUTED** as a **DEED** by  
**SIR FRANCIS WINGATE PEMBERTON**

Witness:

Occupation:

Address:



~~**EXECUTED** as a **DEED** by  
**CAMBRIDGE UNIVERSITY HOSPITALS NHS FOUNDATION TRUST**  
in the presence of.~~

*Mills + Rose  
LLP*

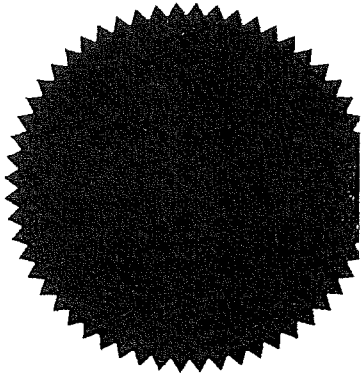
.....

.....

The common seal of CAMBRIDGE )  
UNIVERSITY HOSPITALS NHS )  
FOUNDATION TRUST was hereunto )  
affixed in the presence of: )

.....  
[Redacted Signature]  
.....  
Authorised Signatory

.....  
[Redacted Signature]  
.....  
Authorised Signatory



Date: 9th March

2010

- (1) The Hobson's Conduit Trustees
- (2) Mr Antony Francis Pemberton and  
Messrs A F Pemberton, P R W Pemberton, E A Bromet  
and W R B Edwards

## DEED OF GRANT

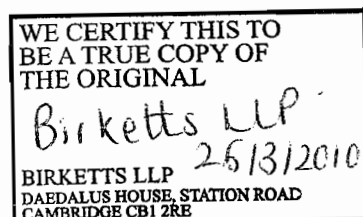
relating to discharge rights and other easements for the benefit  
of Cambridge Biomedical Campus Infrastructure Land

Hill Hofstetter LLP

Trigen House, Central Boulevard  
Blythe Valley Park, Solihull  
B90 8AB England  
+44 (0)121 210 6000

[www.hillhofstetter.com](http://www.hillhofstetter.com)

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CUHFT and the land comprised in the Biomedical Campus has discharged surface water into Hobson's Conduit in part via the North Ditch and in part via the South Ditch and by other natural means.

- (G) This Deed is entered into for the purpose of granting rights and easements to the Grantee for the benefit of the Infrastructure Tranche and for governing and restricting the exercise of such rights and easements in manner provided below.
- (H) The Hobson's Trustees are Trustees of the Hobson's Conduit Trust being registered charity no. 204644 constituted by a scheme of the Charity Commissioners dated 14 April 1899. Hobson's Conduit is held by the charity which is not an exempt charity and the grant of rights is a is not one falling within paragraphs (a), (b) or (c) of Section 36(9) of the Charities Act 1993 so that the restrictions on disposition imposed by Section 36 of that Act apply to Hobson's Conduit.

## **OPERATIVE PROVISIONS**

**NOW** in consideration of one pound (receipt of which is acknowledged by the Hobson's Trustees):

### **1. Definitions and Interpretations**

#### **1.1 In this Deed:**

1.1.1 the clause headings do not affect its interpretation

1.1.2 unless otherwise indicated, references to clauses and schedules are to clauses of and schedules to this Deed and references in a Schedule to a Part or paragraph are to a part or paragraph of that Schedule

1.1.3 references to the Biomedical Campus include (as appropriate to the context) any part or parts of it, references to Hobson's Conduit are (unless the context otherwise requires) to the length of Hobson's Conduit where it runs through the Green Corridor as illustrated on Plan 1 and reference to the Hospital Land include any part or parts of it..

1.1.4 words and expressions listed below shall (unless the context otherwise requires) bear the meanings set opposite to them respectively:

"AAR"

the new Addenbrooke's Access Road

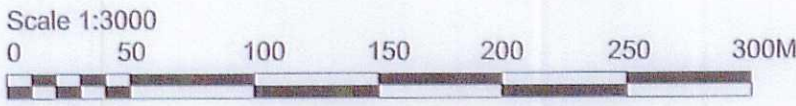
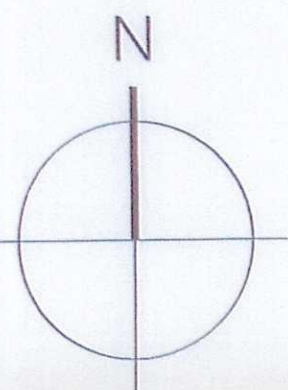
	constructed in the position marked by blue edging on Plan 2 between Hauxton Road and the southern boundary of the Biomedical Campus (but for the purpose of this Deed references to the AAR shall be taken to refer to that part of the AAR as lies to the east of Hobson's Conduit (but including the bridge over Hobson's Conduit)
"Access Strip"	that part of the 9 metre wide obstruction free maintenance access strip abutting Hobson's Conduit as is situate on the eastern side of Hobson's Conduit and thus on land within the ownership of the Grantee at the date of this Deed
"Biomedical Campus"	the land shown coloured yellow (including but not limited to the area shown edged red coloured yellow) on Plan 1
"CUHFT"	Cambridge University Hospitals NHS Foundation Trust of Addenbrooke's Hospital, Hills Road, Cambridge, CB2 2QQ
"Deed of Covenant"	the form of Deed of Covenant set out in Part 5 of the Schedule but with such amendments thereto as shall be previously approved in writing by or on behalf o the Hobson's Trustees in relation to any specific transaction
"Developer"	Cambridge Medipark Limited or other the developer appointed from time to time by the Grantee in respect of the Biomedical Campus
"Development"	the development of the Infrastructure

	Tranche for the provision of access to and from and/or services or amenities for the Biomedical Campus
“Flood Risk Assessment”	the flood risk assessment by Faber Maunsell/Aecom dated June 2007 commissioned by Cambridge Medipark Limited and delivered to the Hobson’s Trustees before the date of this Deed (a copy of which for the purpose of identification has been signed on behalf of the parties )
“Green Corridor”	the land at Trumpington, Cambridge east of Hobson’s Conduit up to the boundary of the London-Cambridge railway line and being shown coloured green on Plan 1
“Hobson’s Conduit”	the brook (or stream) otherwise known as Hobson’s Brook shown coloured light blue on Plan 1
“Hospital Land”	the land shown edged orange on Plan 1
“including”	means including, without limitation
“Infrastructure Tranche”	the part of the Biomedical Campus shown edged red on Plan 1
“Lease”	the lease of Hobson’s Conduit referred to in Recital (A)
“North Ditch”	the ditch designated as such and marked in dark blue on Plan 1
“Plan 1”	the plan annexed hereto and marked “Plan 1”
“Plan 2”	the plan annexed hereto and marked “Plan 2”
“Planning Permission”	the planning permission for the development of the Biomedical Campus or relevant part thereof including (but



Aukett Fitzroy Robinson

- Boulevard (Phase 2) Site
- Development Land (2020 / 2040)
- Green Corridor
- CUHFT Land
- Hobson's Brook (A to B)
- North and South Ditch



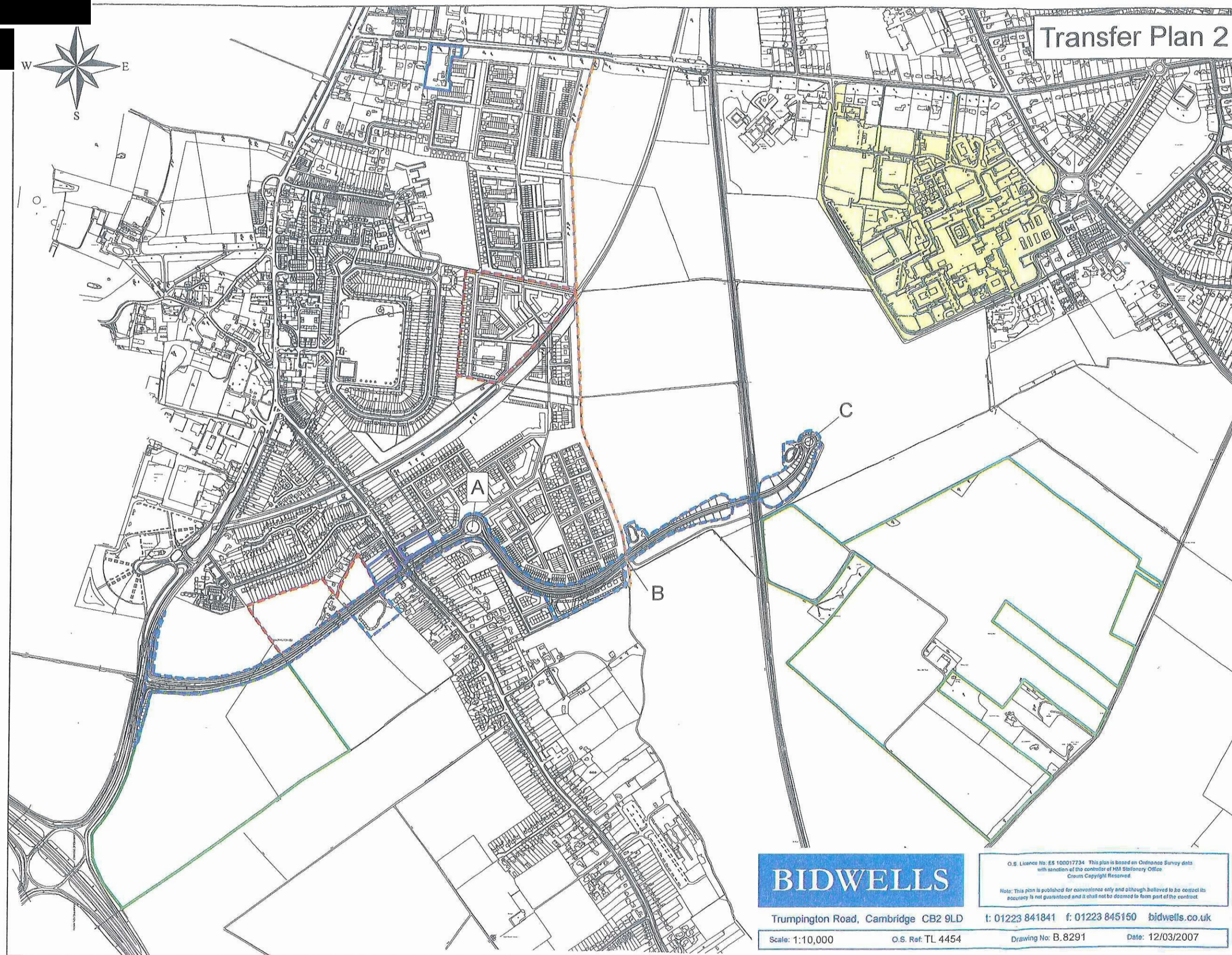
HOBSON'S BROOK PLAN

PLAN 1

Drawn By:	Checked By:	Authorised By:	Revision By:	Rev. Authorised By:
SY	PE	PE	AM	PE
Date:	Scale:	Drawing No:	Rev. Date:	Rev:
31/03/2008	1:3000 @ A1	4628M / PL / 80019	22/02/2010	H

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Trumpington Road, Cambridge CB2 9LD t: 01223 841841 f: 01223 845150 bidwells.co.uk  
Scale: 1:10,000 O.S. Ref: TL 4454 Drawing No: B.8291 Date: 12/03/2007



not limited to) those pursuant to applications number 06//0796/OUT and 08/0521/FUL

“South Ditch”

the ditch designated as such and marked in dark blue on Plan 1

- 1.2 For the avoidance of doubt the expressions “Hobson’s Trustees” and “Grantee” include their successors in title to Hobson’s Conduit and to the Infrastructure Tranche respectively and in the context of the Infrastructure Tranche “successors in title” includes the lessee under any building lease and its successors.
- 1.3 Any reference to a specific statute includes any statutory extension or amendment or modification or re-enactment of such statute and any regulation or order made under it and any general reference to statute includes any regulation or order made under it.
- 1.4 Any reference to a notice or notification demand election or other communication shall be a notice or notification demand election or other communication in writing and any reference to a consent or approval or agreement shall mean a consent or approval or agreement in writing.
- 1.5 Where the context so admits the singular shall include the plural and vice versa and reference to one gender includes any other gender.
- 1.6 Where any requirement to obtain the consent or approval or agreement of any party is expressed there shall be implied a proviso that such consent or approval or agreement shall not be unreasonably withheld and there shall be applied a further proviso that the giving of a decision as to whether or not consent or approval or agreement is granted shall not be unreasonably delayed.
- 1.7 If the consent or approval or agreement is sought in accordance with this Deed and within 30 Working Days (or such other period as may be specified in the provision under which it is sought or required) it has not been refused in writing specifying the grounds of refusal then such consent or approval or agreement shall be deemed to have been granted.



## **2. Hobson's Trustees**

The Hobson's Trustees ACKNOWLEDGE AND DECLARE that they enter into this Deed for the purpose of furthering their objectives as managers and curators of Hobson's Conduit and in particular (but without prejudice to the generality of the foregoing) for the purposes specified in Part 1 of the Schedule and they further acknowledge that neither they themselves nor the trust of which they are trustees constitute the drainage authority for the area nor have they any agency or authority on behalf of the drainage authority.

## **3. Grant of Easements**

The Hobson's Trustees HEREBY GRANT with limited title guarantee to the Grantee TO HOLD in fee simple for the benefit of the Infrastructure Tranche and each and every part thereof and for the benefit of those parts (if any) of the Green Corridor comprised in balancing ponds serving (whether exclusively or jointly with other land) the Infrastructure Tranche the following easements and rights:

- 3.1 The right to discharge surface water from the Infrastructure Tranche (and from the development on the Infrastructure Tranche) into Hobson's Conduit (through the North Ditch and/or the South Ditch and/or such further ditches as are hereafter constructed through the Green Corridor between the Infrastructure Tranche and Hobson's Conduit (and for the avoidance of doubt the Grantee shall be entitled to accept into surface water pipes channels ditches and culverts on the Infrastructure Tranche or the Green Corridor for the purpose of discharge into Hobson's Conduit surface water from parts of the Biomedical Campus which have the benefit of drainage rights specifically granted by Hobson's Trustees by deed from time to time from the AAR from the Hospital Land and from the Cambridge Guided Bus system)).
- 3.2 The right (subject to the prior written consent of the Hobson's Trustees) of access onto and as necessary into Hobson's Conduit for the purpose of carrying out such works and undertaking such monitoring as shall be reasonably necessary in order to comply with the conditions of the Planning Permission and any related planning agreements and as may be reasonably necessary for the benefit and protection of Hobson's Conduit for the purpose of or as a result of the exercise of the right granted by clause 3.1

#### 4. Grantee's obligations

The Grantee in relation to the Infrastructure Tranche HEREBY COVENANTS with the Hobson's Trustees for the benefit and protection of Hobson's Conduit and so as to bind the relevant part or parts of the Infrastructure Tranche into whosoever hands the same may come that the Grantee will use its best endeavours as follows:

##### 4.1 Flow rates

4.1.1 To procure that the flow rate from the Infrastructure Tranche into Hobson's Conduit is controlled and that as a result of development of the Infrastructure Tranche the maximum flow rate and the maximum flood flow do not increase above and the minimum flow rate does not decrease below the relevant levels identified in the Flood Risk Assessment.

4.1.2 To procure that construction of the Development is not commenced until it has consulted with the Hobson's Trustees on any proposed new discharge installations (including any new or improved headwall) into Hobson's Conduit from the Infrastructure Tranche to serve the Biomedical Campus.

4.1.3 To procure that no new discharge is constructed into Hobson's Conduit from the Infrastructure Tranche without prior approval of Hobson's Trustees to:

4.1.3.1 the location of such discharge

4.1.3.2 the proposed flow rates from such new discharge and of the method of on site attenuation and flow control capacity

4.1.3.3 the proposed design of the drainage installations and the associated full pollution protection and that no such new discharge from any new ditch is created pursuant to rights granted by this Deed save in so far as such new ditch and discharge is required in order to comply with planning permission.

##### 4.2 Representations

To receive and fully consider all representations made by or on behalf of the Hobson's Trustees during the course of development works.

#### 4.3 Contractor

To procure that:

- 4.3.1 any contractor employed to carry out development on the Infrastructure Tranche is a competent contractor with appropriate indemnity insurance cover
- 4.3.2 any such contractor implements a positive regime to prevent positive or passive pollution of Hobson's Conduit
- 4.3.3 the terms of each building or engineering contract placed in relation to development on the Infrastructure Tranche oblige the contractor before commencement of work to submit to the Hobson's Trustees a risk assessment and a method statement in respect of the subject matter of its contract and restrict such contractor from commencing work under its contract until it has the approval of the Hobson's Trustees to that risk assessment and method statement
- 4.3.4 each contractor at all times through the period of its contract minimises any damage or potential damage to Hobson's Conduit and makes good any damage that occurs as a result of the work undertaken by that contractor and in the event of any failure by any such contractor that the Grantee will itself make good such damage.

#### 4.4 Remediation

- 4.4.1 To procure that any section of Hobson's Conduit that is damaged or contaminated during the course of construction works for the Development is restored and remediated and if full and adequate steps to do so are not taken within a reasonable period after written notice from the Hobson's Trustees then the Hobson's Trustees with workmen or contractors and relevant machinery and plant may enter on to the Access Strip and carry out all works necessary to restore and remediate Hobson's Conduit and the Grantee shall reimburse to the Hobson's Trustees within 14 days after demand (supported by appropriate contractors' invoices and certificates) all costs and expenses properly incurred in so doing (inclusive of any irrecoverable VAT).

## 4.5 Access

## 4.6 Costs

## 5. Alienation

Provided that for the purpose of this clause 5 “disposal” shall have the meaning given to “Conveyance” in Section 205(1)(ii) of the Law of Property Act 1925 (but excluding for the purpose any mortgage or charge at arm’s length to a clearing bank or other reputable provider of finance and any lease of 25 years or less of a completed building at a market rent in a form suitable for securing institutional investment and excluding also any disposal listed in Part 3 of the Schedule) and “disposed” shall be interpreted accordingly.

## 6. Trustees' Acknowledgement

The Trustees acknowledge that the consideration paid for this Deed and any antecedent agreement and any such deed entered into in respect of any other part of the Biomedical Campus is paid and has been accepted by the Trustees in full and final settlement (save as to any costs, losses, claims or damages incurred as a result of the negligent act or omission of the Grantee or its successors or those acting on their behalf including contractors in exercise of the rights granted by this Deed) of any or all costs and expenses incurred by the Hobson's Trustees in respect of the matters listed in Part 2 of the Schedule.

## 7. Liability

### 7.1 After disposal of whole:

Neither the Grantee (here meaning Antony Francis Pemberton, Peter Richard Wingate Pemberton, Edward Antony Bromet and William Robert Bartle Edwards) nor any successor in title shall have any liability for breaches of the Grantee's covenants in this Deed occurring after it has disposed of all interests in the entirety of the Infrastructure Tranche if the Grantee or relevant successor has delivered to the Hobson's Trustees a Deed of Covenant duly executed by its disponent.

### 7.2 After disposal of part:

Neither the Grantee (here meaning Antony Francis Pemberton, Peter Richard Wingate Pemberton, Edward Antony Bromet and William Robert Bartle Edwards) nor any successor in title shall have any liability for breaches of the Grantee's covenants in this Deed occurring in respect of any part of the Infrastructure Tranche ("Part") after it has disposed of all interest in that Part if the Grantee has delivered to the Hobson's Trustees a Deed of Covenant duly executed by the disponent in respect of that Part.

### 7.3 After disposal of part (leasehold):

Neither the Grantee (here meaning Antony Francis Pemberton, Peter Richard Wingate Pemberton, Edward Antony Bromet and William Robert Bartle Edwards) nor any successor in title to the freehold of the Infrastructure Tranche shall have any liability for breaches of the Grantee's covenants in this Deed occurring after there has been granted a building lease of the Infrastructure Tranche for or in

respect of breaches occurring during the term of that building lease if the Grantee or relevant successor has delivered to the Hobson's Trustees a Deed of Covenant duly executed by the lessee before or simultaneously with the grant of such building lease and the Grantee or relevant successor shall have no liability for any continuing breach until after it shall have obtained vacant possession of the Infrastructure Tranche following expiry or sooner determination of such building lease .

#### 7.4 Discharge installations

Neither the Grantee (here meaning Antony Francis Pemberton, Peter Richard Wingate Pemberton, Edward Antony Bromet and William Robert Bartle Edwards) nor the Developer nor any successor in title of either of them shall have any liability for breaches of covenants on its respective part occurring in respect of any new discharge installation after such new discharge installations shall have been adopted.

#### 7.5 The Grantee shall not be liable pursuant to the terms of this Deed or otherwise in respect of:

7.5.1 any increase in flow rates and/or maximum flood flows resulting from the construction or operation of the Cambridge Guided Bus system or from discharges into Hobson's Conduit from the Hospital Land or by the Cambridge Guided Bus system or from the AAR

7.5.2 any pollution to Hobson's Conduit resulting from the construction or operation of the Cambridge Guided Bus system or from discharges into the Hobson's Conduit from the Hospital Land or from the AAR.

#### 7.6 For the avoidance of doubt "successors in title" shall include a lessee (save and except in clause 7.3).

### 8. Restriction

The Hobson's Trustees and the Grantee request the Registrar to enter in the Proprietorship Register of the Biomedical Campus and every part thereof on registration thereof a restriction in the following terms:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, is to be

registered without a certificate signed by a solicitor that the provisions of clause 5 of a Deed of Grant dated [ ] made between (1) The Hobson's Conduit Trustees and (2) Antony Francis Pemberton, Antony Francis Pemberton, Peter Richard Wingate Pemberton, Edward Antony Bromet and William Robert Bartle Edwards have been complied with".

## **9. Notices**

9.1 Any notice (which in this clause includes any notification demand election request or other communication or other proceedings) to be served upon the Hobson's Trustees or the Grantee shall be treated as being effectively served if it is delivered personally or sent by recorded delivery post to their respective solicitors (or in either case to such alternative professional advisers or such alternative address as the Hobson's Trustees or the Grantee respectively shall notify in writing to the other party) Provided that:

9.1.1 in the case of the Hobson's Trustees any such notice shall in addition be so delivered or sent to their Clerk and to Dr T M Upson, University of Cambridge Botanic Garden 47a Bateman Street, Cambridge, CB2 1JF (or any trustee from time to time nominated in his place)

9.1.2 in the case of the Grantee (if it is from time to time a corporate entity) any such notice shall in addition be so delivered or sent to its registered or head office (as applicable)

9.1.3 in either such case service no more than 3 addressees in aggregate shall be required to be served with notice.

9.2 A party may notify the other party to this Agreement of a change to its name, relevant addressee or address (which will be in England) for the purposes of this clause and provided that such notification shall only be effective on:

9.2.1 the date specified in the notification as the date on which the change is to take place

9.2.2 if no date is specified or the date specified is less than five Working Days after the date on which the notice is given, the date falling five Working Days after notice of any such change has been given.

**10. Hobson's Trustees**

- 10.1 None of the Hobson's Trustees shall have personal liability under or in respect of this Deed and any claims (save as aforesaid) shall be against the assets of the Hobson's Conduit Trust.
- 10.2 This Deed has been executed by two of the Hobson's Trustees who sign this Deed with authority for and on behalf of the Hobson's Trustees pursuant to section 82 of the Charities Act 1993 and who certify that the Hobson's Trustees in their capacity of trustees of the Hobson's Conduit Trust have the power under the trusts of the Hobson's Conduit Trust to effect this disposition and they have complied with the provisions of Section 36 of the Charities Act 1993 do far as applicable to this disposition.

**11. Grantees**

Where any grantee is entering into this Deed in his capacity as a trustee his liability shall not be personal but shall be limited to the assets of the relevant trust from time to time.

**IN WITNESS** whereof this Deed of Easement has been executed as a Deed and delivered upon the date stated above.



## Schedule

### Part 1

#### Trustees' objectives

To preserve the Hobson's Trustees' objectives as manager/curators of the Hobson's Conduit in particular (and without prejudice to the generality of the foregoing):

1. to preserve an historic chalk stream for its ecological and rural public amenity value
2. to provide a supply of water to Emmanuel and Christ's Colleges and to the University Botanical Garden
3. to continue to provide a drainage water course to preserve its character and as an example of early civil engineering
4. in pursuance of the above to maintain an acceptable maximum and minimum volume of flow and an acceptable minimum quality of water
5. to secure and preserve a level of funding adequate to support these objectives.

### Part 2

#### Commuted Expenditure

1. The anticipated need for the Hobson's Trustees' advisers to inspect works in progress and to make representations to the Grantee.
2. The anticipated increased maintenance and management costs of the Hobson's Trustees arising from the development of the Biomedical Campus.
3. The anticipated need for environmental and associated improvements to mitigate the impact of the development of the Biomedical Campus including:
  - 3.1 routine and maintenance repair
  - 3.2 fly tipping and prevention
  - 3.3 pollution prevention

- 3.4 pollution remediation
- 3.5 silt removal (including the need to dispose off site of contaminated substances not acceptable in areas of public access)
- 3.6 monitoring flow rates and water quality
- 3.7 weed screen clearance
- 3.8 general management
- 3.9 improvements to Hobson's Conduit which the Hobson's Trustees may wish to make from time to time
- 3.10 grant of this Deed of Easement (save in respect of legal and surveyor's fees in connection with such grant).

### **Part 3**

#### **Permitted Disposals**

1. Land which is required to be transferred or leased to the local authority or any other public authority for that purpose of public open space a public highway or otherwise for the purposes of the local authority's or public authority's statutory functions ("public authority" in this context excluding any National Health Service body).
2. Land which is required to be transferred or leased to a supplier of water gas electricity telecommunications or drainages services in order that such services may be supplied to any other part of the Biomedical Campus (with or without other land).

Part 4

Names and Addresses of Hobson's Trustees

Mr Edward Richard Mortimore Wells

Dr Timothy Martin Upson

Dr Stephen Boreham

Dr Christopher Jeans

Mr Graeme Sutherland Minto

Mr Duncan Mackay

Mr Paul McGhee

Mr Michael F Blakey

Mr John Horace Williams

Mr Howard Anthony Slatter

All care of  
Clerk to Hobson's Conduit  
Trustees  
Committee Services  
Cambridgeshire City  
Council  
Guildhall  
Cambridge  
CB2 3QJ

Part 5

Deed of Covenant

Date: 20[ ]

(1) The Hobson's Conduit Trustees

(2) [ ]

**DEED OF COVENANT**

Relating to Plot [ ] at Cambridge Biomedical Campus

**THIS DEED** is made on the            day of            20[ ] between

- (1) **THE INDIVIDUALS** whose names and addresses are as set out in Schedule 1 (“Hobson’s Trustees”).
- (2) **[INSERT NAME OF TRANSFEREE/LESSEE]** (“Covenantor”)

## **RECITALS**

- (A) This Deed is supplemental to a Deed of Grant dated [ ] 20[ ] made between (1) The Hobson’s Conduit Trustees (2) Antony Francis Pemberton (“Mr Pemberton”) and Antony Francis Pemberton, Peter Richard Wingate Pemberton Edward Anthony Bromet and William Robert Bartle Edwards (“the Trustees”) (together “Grantee”) relating to the development of the Biomedical Campus (“the Principal Deed”)
- (B) By a [transfer] [lease] the Covenantor intends to [acquire the freehold] [take a lease for [ ] years from [ ]] of Plot [ ] (as shown edged red (excluding the area shown cross hatched black) on the plan attached to this Deed).

## **SUBSTANTIVE PROVISIONS**

### **NOW THIS DEED WITNESSES AS FOLLOWS:**

#### **1 Definitions and Interpretation**

##### **1.1 In this Deed:**

- 1.1.1 the clause headings do not affect its interpretation
- 1.1.2 unless otherwise indicated, references to clauses and schedules are to clauses and schedules of this Deed and references in a schedule to a part or paragraph of that schedule
- 1.1.3 references to the Biomedical Campus include (as appropriate to the context) any part of parts of it, references to Hobson’s Conduit are (unless the context otherwise requires) to the length of Hobson’s Conduit where it runs through the Green Corridor as illustrated on the Plan
- 1.1.4 words and expressions listed in the Principal Deed shall (unless the context otherwise requires or there is a conflicting meaning adopted in this clause

1.1.4 bear the meanings attributed in the Principal Deed and words and expressions listed below shall (unless the context otherwise requires) bear the meanings set opposite to them respectively.

“Development”            the development of the Plot as [            ]

“Transfer/Lease”        [a transfer of the Plot freehold] [a Lease of the Plot (other than a lease for 25 years or less of a completed building and its curtilage at a market rent)]

“Plot”                    the part of the biomedical campus shown edged red (excluding the area shown cross hatched black) on the Plan.

- 1.2 For the avoidance of doubt the expressions “Hobson’s Trustees” and “Covenantor” include their successors in title to Hobson’s Conduit and to the Plot respectively.
- 1.3 Any reference to a specific statute includes any statutory extension or amendment or modification or re-enactment of such statute and any regulation or order made under it and any general reference to a statute includes any regulation or order made under it.
- 1.4 Where the context so admits the singular shall include the plural and vice versa and reference to one gender includes any other gender.
- 1.5 Any reference to a notice or notification demand election or other communication shall be a notice or notification demand election or other communication in writing and any reference to a consent or approval or agreement shall mean a consent or approval or agreement in writing.
- 1.6 Where any requirement to obtain the consent or approval or agreement of any party as expressed there shall be implied a proviso that such consent or approval or agreement shall not be unreasonably withheld and there shall be applied a further proviso that the giving of a decision as to whether or not consent or approval or agreement is granted shall not be unreasonably delayed.
- 1.7 If the consent or approval or agreement is sought in accordance with this Deed and within 30 Working Days or such other period as may be specified in the provision under which it is sought or required it has not been refused in writing specifying

the grounds of refusal then such consent or approval or agreement shall be deemed to have been granted.

## **2 Covenantor's Obligations**

The Covenantor hereby covenants with the Hobson's Trustees for the benefit and protection of Hobson's Conduit and so as to bind the Plot into whosoever hands the same may come as follows the Covenantor will from the date of the Transfer/Lease [throughout the term granted by the Lease] comply with and observe the obligations of the Grantee contained in the Principal Deed in so far as they relate to the Plot (and not further or otherwise) as if it had been an original party thereto in place of the Grantee.

## **3 Liability**

- 3.1 The Covenantor (here meaning [ ]) shall not have any liability for breaches of the Covenantor's covenants in this Deed occurring after it has disposed of all interest in the entirety of the Plot if the Covenantor has delivered to the Hobson's Trustees a Deed of Covenant duly executed by the disponee to perform and observe the covenants on the part of the Covenantor contained in the Principal Deed.
- 3.2 Any Deed of Covenant as referred to in clause 3.1 shall be substantially in the form of this Deed with such amendments thereto as shall be reasonably required by the Hobson's Trustees.

## **4 Alienation**

The Covenantor shall not enter into any disposal of the Plot or any part thereof until the disponee of the same shall have executed and delivered to the Hobson's Trustees a deed substantially in the form of this Deed of Covenant (with such amendments thereto as may be reasonably required by the Hobson's Trustees).

Provided for the purpose of this paragraph 4 "disposal" shall have the meaning given to "Conveyance" in section 205(1)(ii) of the Law of Property Act 1925) but excluding for the purpose any mortgage or charge at arm's length to a clearing bank or other reputable provider of finance and any lease of 25 years or less of a completed building or part thereof at a market rent in a form suitable for securing institutional investment.

5      Restriction

The Hobson's Trustees and the Covenantor request the Registrar to enter in the Proprietorship Register of the Plot and every part thereof and every registration thereof a restriction in the following terms:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, is to be registered without a certificate signed by a solicitor that the provisions of clause 4 of a Deed of Covenant dated [                      ] made between (1) [                      ] and (2) Mr E R M Wells and Others (Trustees of Hobson's Conduit) have been complied with."

IN WITNESS WHEREOF this Deed of Covenant has been executed as a Deed and delivered on the date stated above.

**SCHEDULE**

**Names and Addresses of Hobson's Trustees**

Mr Edward Richard Mortimore Wells

Dr Timothy Martin Upson

Dr Stephen Boreham

Dr Christopher Jeans

Mr Graeme Sutherland Minto

Mr Duncan Mackay

Mr Paul McGhee

Mr Michael F Blakey

Mr John Horace Williams

Mr Howard Anthony Slatter

All care of  
Clerk to Hobson's Conduit  
Trustees  
Committee Services  
Cambridgeshire City Council  
Guildhall  
Cambridge  
CB2 3QJ

*[to be updated from time to time]*



EXECUTED as a DEED on behalf of the

Hobsons' Trustees by

EDWARD RICHARD MORTIMORE WELLS

one of their number, under an authority

conferred pursuant to section 82 of the

Charities Act 1993.

Witness:

Occupation:

Address:

EXECUTED as a DEED on behalf of the

Hobsons' Trustees by

TIMOTHY MARTIN UPSON

one of their number, under an authority

conferred pursuant to section 82 of the

Charities Act 1993.

Witness:

Occupation:

Address:

DATED

5<sup>TH</sup> DECEMBER

2014

**(1) THE HOBSON'S CONDUIT TRUSTEES**

**(2) THE PEMBERTON TRUSTEES**

**(3) CAMBRIDGE UNIVERSITY HOSPITALS NHS FOUNDATION TRUST**

**DEED OF VARIATION**

Relating to a deed of grant of drainage rights and other easements for the benefit of  
Addenbrooke's Hospital, Cambridge

**Birketts**

Birketts LLP  
Thirty Station Road  
Cambridge  
CB1 2RE

## Contents

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THIS DEED OF VARIATION is made on 5<sup>TH</sup> DECEMBER 2014

**HM LAND REGISTRY**

**Grantor's Title Numbers:** Part Unregistered CB345456 and CB345398 and CB345371

**Administrative Area:** Cambridgeshire, Cambridge

**Grantee's Title Number:** CB297147

**Administrative Area:** Cambridgeshire, Cambridge

**BETWEEN**

(1) **THE INDIVIDUALS** whose names and addresses are set out in Schedule 1 ("Hobson's Trustees")

(2) **ANTONY FRANCIS PEMBERTON** of Trumpington Hall, Trumpington, Cambridge CB2 9LH, **PETER RICHARD WINGATE PEMBERTON** of Maris House, 20 West Side Common, London SW19 4UE, **EDWARD ANTHONY BROMET** of Wrigleys Solicitors LLP, 19 Cookridge Street, Leeds LS2 3AG, and **WILLIAM ROBERT BARTLE EDWARDS** of Hardingham Hall, Norwich, Norfolk, NR9 4AE and

**ANTONY FRANCIS PEMBERTON** of Trumpington Hall, Trumpington, Cambridge CB2 9LH and **TIMOTHY JAMES LAWSON** of Bourn Lodge, Bourn, Cambridge CB23 2SX (being the executors of Sir Francis Wingate William Pemberton (deceased))

together (the "**Pemberton Trustees**")

(3) **CAMBRIDGE UNIVERSITY HOSPITALS NHS FOUNDATION TRUST** of Addenbrooke's Hospital, Hills Road, Cambridge CB2 0QQ ("**Grantee**")

**BACKGROUND**

(A) This Deed is supplemental and collateral to the Deed of Grant.

(B) The Deed of Grant was entered into to formalise drainage rights and easements for the Grantee to drain through the Ditch shown coloured blue on Plan A to the Deed of Grant (and marked "Drain") into the Hobson's Conduit.

Deed of Variation

- (C) The Hobson's Trustees are the owners of a leasehold interest in the Hobson's Conduit (otherwise known as Hobson's Brook) for the term more particularly described in a Lease dated 26 October 1610 made between (1) the then Lord of the Manor of Trumpington, Thomas Chaplyn (2) the Chancellor Master and Scholars of the University of Cambridge and the Mayor Bailiffs and Burgesses of the Town of Cambridge subject to the covenants and conditions contained in that Lease but otherwise free from encumbrances.
- (D) The Pemberton Trustees are the freehold owners of the land shown hatched green on Plan A to the Deed of Grant free from encumbrances which would prevent them from entering into this Deed.
- (E) The Grantee is the freehold owner of the land shown in part edged red and in part edged blue on Plan B to the Deed of Grant and known as Addenbrooke's Hospital, Cambridge free from encumbrances which would prevent them from entering into this Deed.
- (F) The Parties have agreed to enter into this Deed in order to vary the route of the Ditch shown on Plan A of the Deed of Grant as set out in this Deed.
- (G) Sir Francis Wingate Pemberton is now deceased and Timothy James Lawson and Antony Francis Pemberton have been appointed as his executors and have agreed to be party to this Deed to consent to the variation.

## OPERATIVE PROVISIONS

### 1 Definitions

- 1.1 In this Deed, the following words and expressions have the following meanings:

<b>"Deed of Grant"</b>	A deed of grant dated 25 June 2008 and made between (1) the Hobson's Trustees (2) Anthony Francis Pemberton, Peter Richard Wingate Pemberton, Edward Anthony Bromet, William Robert Bartle Edwards and Sir Francis Wingate Pemberton and (3) the Grantee and all documents supplemental and collateral to that deed.
<b>"This Deed"</b>	This Deed of Variation

## **2 Interpretation**

- 2.1 Words and expressions defined in the Deed of Grant have the same meanings in this Deed except to the extent that they are expressly varied by this Deed.
- 2.2 The provisions of the Deed of Grant relating to its interpretation apply to this Deed except to the extent that they are expressly varied by this Deed.
- 2.3 The Background forms part of this Deed and words and expressions set out in the Particulars are to be treated as defined terms in this Deed
- 2.4 Any reference to the "Parties" is a reference to the parties to this Deed for the time being
- 2.5 The Parties do not intend that any of this Deed's terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

## **3 Variations to the Deed**

- 3.1 From and including the date of this Deed the Deed of Grant shall be read and construed as varied by the provisions set out in this clause.
- 3.2 The Deed of Grant shall be varied as follows:

3.2.1 The definition of Ditch in clause 1.1.4 shall be deleted and replaced with the following:

"the drainage ditch shown coloured blue and marked "Drain" on the plan annexed to this Deed and marked "Plan 1" and referred to in Recital (D).

## **4 Effective Date**

The amendments to the Deed of Grant made by this Deed of Variation are deemed to have taken effect from and including the date of the Deed of Grant.

## **5 Continuation of the Deed**

- 5.1 The terms of the Deed of Grant continue in effect as amended by this Deed and the Parties will still be bound by the covenants and obligations as set out in the Deed of Grant as amended by this Deed.

- 5.2 This Deed does not release any party to it from any breaches of the Deed of Grant existing at the date of this Deed save where variations contained in this Deed remove the obligation of which the Party is in breach.

## **6 Registration of this Deed**

- 6.1 Promptly following the completion of this Deed, the Pemberton Trustee's shall apply to register this deed at HM Land Registry against the Grantee's registered title number CB297147 and the Pemberton's registered title numbers CB345456 CB345397 and CB345398.
- 6.2 The Pemberton Trustees shall ensure that any requisitions raised by HM Land Registry in connection with an application for registration are dealt with promptly and properly.
- 6.3 Within one month after completion of the registration, Pemberton Trustees shall send to Grantee official copies of the respective registered titles.

## **7 Hobson's Trustees**

- 7.1 This Deed has been executed by two of the Hobson's Trustees who sign this Deed with authority for and on behalf of the Hobson's Trustees pursuant to section 333 of the Charities Act 2011 and who certify that the Hobson's Trustees in their capacity as trustees of the Hobson's Conduit Trust have the power under the trusts of the Hobson's Conduit Trust to effect this disposition and they have complied with the provisions of Section 117 of the Charities Act 2011 so far as applicable to this disposition.
- 7.2 None of the Hobson's Trustees shall have personal liability under or in respect of this Deed (save in respect of the warranty in clause 7.1) and any claims (save as aforesaid) shall be against the assets of the Hobson's Conduit Trust.

## **EXECUTION**

The Parties have executed this Deed as a deed and it is delivered on the date set out above.

**Schedule 1**

**HOBSON'S CONDUIT TRUSTEES**

- 1 DR CHRISTOPHER JEANS
- 2 MR EDWARD RICHARD MORTIMORE WELLS
- 3 MR HOWARD ANTHONY SLATTER
- 4 MR MICHAEL F BLAKEY
- 5 DR STEPHEN BOREHAM
- 6 MR DUNCAN MACKAY
- 7 MR GRAEME SUTHERLAND MINTO
- 8 MR JOHN HORACE WILLIAMS
- 9 MR IAN PETER COLLINS
- 10 DR NICHOLAS CONI
- 11 DR MAX FIELD
- 12 MR CHRISTOPHER KENNETH KINGTON

All of c/o Clerk to Hobson's Conduit Trustees, Committee Services, Cambridge City Council,  
The Guildhall, Cambridge CB2 3QJ



**EXECUTED as a DEED by**

**ANTONY FRANCIS PEMBERTON**

Witness:

Occupation:

Address:

**EXECUTED as a DEED by**

**EDWARD ANTHONY BROMET**

Witness:

Occupation:

Address:

**EXECUTED as a DEED by**

**PETER RICHARD WINGATE PEMBERTON**

Witness:

Occupation:

Address:

**EXECUTED as a DEED by**

**WILLIAM ROBERT BARTLE EDWARDS**

Witness:

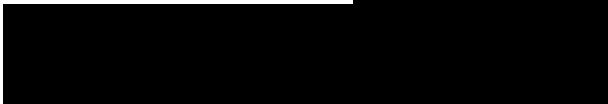
Occupation:

Address:

Deed of Variation

**EXECUTED** as a **DEED** on behalf of the

Hobsons' Trustees by 

  
one of their number, under an authority

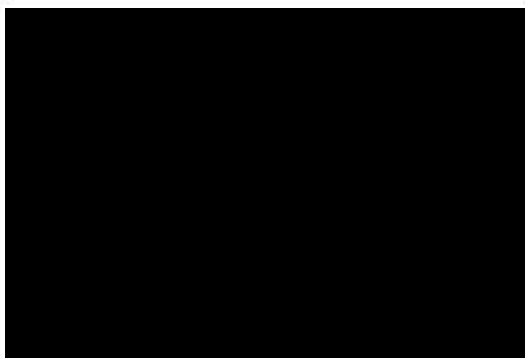
conferred pursuant to section 333 of the

Charities Act 2011

Witness:

Occupation:

Address:



**EXECUTED** as a **DEED** on behalf of the

Hobsons' Trustees by 

  
one of their number, under an authority

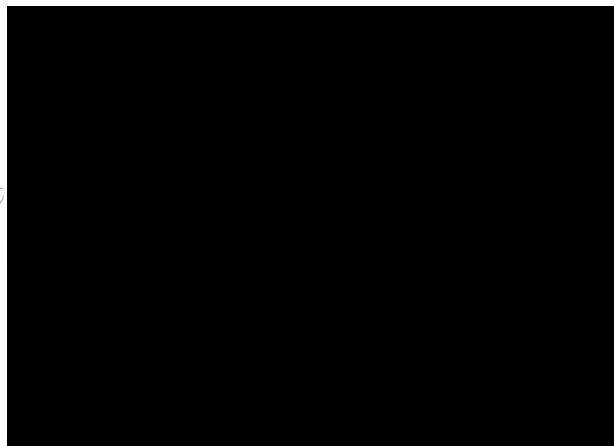
conferred pursuant to section 333 of the

Charities Act 2011

Witness:

Occupation:

Address:



~~EXECUTED as a DEED by~~

~~JOHN HORACE WILLIAMS~~

~~Witness:~~

~~Occupation:~~

~~Address:~~

The common seal of **CAMBRIDGE  
UNIVERSITY HOSPITALS NHS  
FOUNDATION TRUST** was hereunto  
affixed in the presence of:

.....

Authorised Signatory

.....

Authorised Signatory

**EXECUTED as a DEED by**

**TIMOTHY JAMES LAWSON**

Witness:

Occupation:

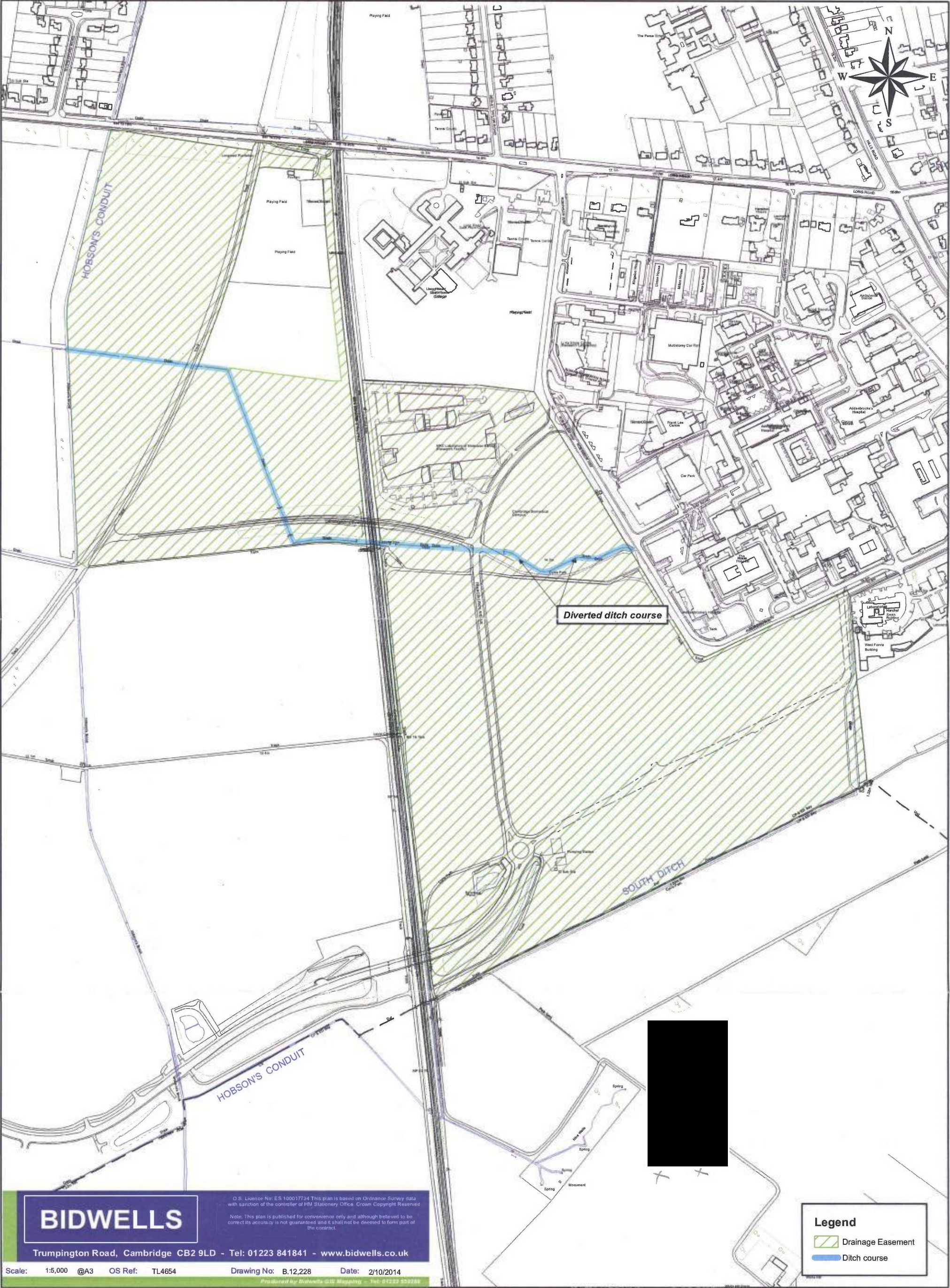
Address:

## **Appendix 1**

### **PLAN**



# Cambridge Biomedical Campus - Drainage Easement





DATED

5<sup>TH</sup> DECEMBER

2014

**(1) THE HOBSON'S CONDUIT TRUSTEES**

**(2) THE PEMBERTON TRUSTEES**

**(3) CAMBRIDGE UNIVERSITY HOSPITALS NHS FOUNDATION TRUST**

**DEED OF VARIATION**

Relating to a deed of grant of drainage rights and other easements for the benefit of  
Addenbrooke's Hospital, Cambridge

**Birketts**

Birketts LLP  
Thirty Station Road  
Cambridge  
CB1 2RE

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THIS DEED OF VARIATION is made on 5<sup>TH</sup> DECEMBER 2014

## HM LAND REGISTRY

**Grantor's Title Numbers:** Part Unregistered CB345456 and CB345398 and CB345371

**Administrative Area:** Cambridgeshire, Cambridge

**Grantee's Title Number:** CB297147

**Administrative Area:** Cambridgeshire, Cambridge

## BETWEEN

- (1) **THE INDIVIDUALS** whose names and addresses are set out in Schedule 1 ("Hobson's Trustees")
- (2) **ANTONY FRANCIS PEMBERTON** of Trumpington Hall, Trumpington, Cambridge CB2 9LH, **PETER RICHARD WINGATE PEMBERTON** of Maris House, 20 West Side Common, London SW19 4UE, **EDWARD ANTHONY BROMET** of Wrigleys Solicitors LLP, 19 Cookridge Street, Leeds LS2 3AG, and **WILLIAM ROBERT BARTLE EDWARDS** of Hardingham Hall, Norwich, Norfolk, NR9 4AE and  
  
**ANTONY FRANCIS PEMBERTON** of Trumpington Hall, Trumpington, Cambridge CB2 9LH and **TIMOTHY JAMES LAWSON** of Bourn Lodge, Bourn, Cambridge CB23 2SX (being the executors of Sir Francis Wingate William Pemberton (deceased))  
  
together (the "**Pemberton Trustees**")
- (3) **CAMBRIDGE UNIVERSITY HOSPITALS NHS FOUNDATION TRUST** of Addenbrooke's Hospital, Hills Road, Cambridge CB2 0QQ ("**Grantee**")

## BACKGROUND

- (A) This Deed is supplemental and collateral to the Deed of Grant.
- (B) The Deed of Grant was entered into to formalise drainage rights and easements for the Grantee to drain through the Ditch shown coloured blue on Plan A to the Deed of Grant (and marked "Drain") into the Hobson's Conduit.



- (C) The Hobson's Trustees are the owners of a leasehold interest in the Hobson's Conduit (otherwise known as Hobson's Brook) for the term more particularly described in a Lease dated 26 October 1610 made between (1) the then Lord of the Manor of Trumpington, Thomas Chaplyn (2) the Chancellor Master and Scholars of the University of Cambridge and the Mayor Bailiffs and Burgesses of the Town of Cambridge subject to the covenants and conditions contained in that Lease but otherwise free from encumbrances.
- (D) The Pemberton Trustees are the freehold owners of the land shown hatched green on Plan A to the Deed of Grant free from encumbrances which would prevent them from entering into this Deed.
- (E) The Grantee is the freehold owner of the land shown in part edged red and in part edged blue on Plan B to the Deed of Grant and known as Addenbrooke's Hospital, Cambridge free from encumbrances which would prevent them from entering into this Deed.
- (F) The Parties have agreed to enter into this Deed in order to vary the route of the Ditch shown on Plan A of the Deed of Grant as set out in this Deed.
- (G) Sir Francis Wingate Pemberton is now deceased and Timothy James Lawson and Antony Francis Pemberton have been appointed as his executors and have agreed to be party to this Deed to consent to the variation.

## OPERATIVE PROVISIONS

### 1 Definitions

- 1.1 In this Deed, the following words and expressions have the following meanings:

<b>"Deed of Grant"</b>	A deed of grant dated 25 June 2008 and made between (1) the Hobson's Trustees (2) Anthony Francis Pemberton, Peter Richard Wingate Pemberton, Edward Anthony Bromet, William Robert Bartle Edwards and Sir Francis Wingate Pemberton and (3) the Grantee and all documents supplemental and collateral to that deed.
<b>"This Deed"</b>	This Deed of Variation

## **2 Interpretation**

- 2.1 Words and expressions defined in the Deed of Grant have the same meanings in this Deed except to the extent that they are expressly varied by this Deed.
- 2.2 The provisions of the Deed of Grant relating to its interpretation apply to this Deed except to the extent that they are expressly varied by this Deed.
- 2.3 The Background forms part of this Deed and words and expressions set out in the Particulars are to be treated as defined terms in this Deed
- 2.4 Any reference to the "Parties" is a reference to the parties to this Deed for the time being
- 2.5 The Parties do not intend that any of this Deed's terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

## **3 Variations to the Deed**

- 3.1 From and including the date of this Deed the Deed of Grant shall be read and construed as varied by the provisions set out in this clause.
- 3.2 The Deed of Grant shall be varied as follows:

3.2.1 The definition of Ditch in clause 1.1.4 shall be deleted and replaced with the following:

"the drainage ditch shown coloured blue and marked "Drain" on the plan annexed to this Deed and marked "Plan 1" and referred to in Recital (D).

## **4 Effective Date**

The amendments to the Deed of Grant made by this Deed of Variation are deemed to have taken effect from and including the date of the Deed of Grant.

## **5 Continuation of the Deed**

- 5.1 The terms of the Deed of Grant continue in effect as amended by this Deed and the Parties will still be bound by the covenants and obligations as set out in the Deed of Grant as amended by this Deed.

- 5.2 This Deed does not release any party to it from any breaches of the Deed of Grant existing at the date of this Deed save where variations contained in this Deed remove the obligation of which the Party is in breach.

## **6 Registration of this Deed**

- 6.1 Promptly following the completion of this Deed, the Pemberton Trustee's shall apply to register this deed at HM Land Registry against the Grantee's registered title number CB297147 and the Pemberton's registered title numbers CB345456 CB345397 and CB345398.
- 6.2 The Pemberton Trustees shall ensure that any requisitions raised by HM Land Registry in connection with an application for registration are dealt with promptly and properly.
- 6.3 Within one month after completion of the registration, Pemberton Trustees shall send to Grantee official copies of the respective registered titles.

## **7 Hobson's Trustees**

- 7.1 This Deed has been executed by two of the Hobson's Trustees who sign this Deed with authority for and on behalf of the Hobson's Trustees pursuant to section 333 of the Charities Act 2011 and who certify that the Hobson's Trustees in their capacity as trustees of the Hobson's Conduit Trust have the power under the trusts of the Hobson's Conduit Trust to effect this disposition and they have complied with the provisions of Section 117 of the Charities Act 2011 so far as applicable to this disposition.
- 7.2 None of the Hobson's Trustees shall have personal liability under or in respect of this Deed (save in respect of the warranty in clause 7.1) and any claims (save as aforesaid) shall be against the assets of the Hobson's Conduit Trust.

## **EXECUTION**

The Parties have executed this Deed as a deed and it is delivered on the date set out above.

**Schedule 1**

**HOBSON'S CONDUIT TRUSTEES**

- 1 DR CHRISTOPHER JEANS
- 2 MR EDWARD RICHARD MORTIMORE WELLS
- 3 MR HOWARD ANTHONY SLATTER
- 4 MR MICHAEL F BLAKEY
- 5 DR STEPHEN BOREHAM
- 6 MR DUNCAN MACKAY
- 7 MR GRAEME SUTHERLAND MINTO
- 8 MR JOHN HORACE WILLIAMS
- 9 MR IAN PETER COLLINS
- 10 DR NICHOLAS CONI
- 11 DR MAX FIELD
- 12 MR CHRISTOPHER KENNETH KINGTON

All of c/o Clerk to Hobson's Conduit Trustees, Committee Services, Cambridge City Council,  
The Guildhall, Cambridge CB2 3QJ

**EXECUTED as a DEED by**

**ANTONY FRANCIS PEMBERTON** 

Witness:

Occupation:

Address:

**EXECUTED as a DEED by**

**EDWARD ANTHONY BROMET** 

Witness:

Occupation:

Address:

**EXECUTED as a DEED by**

**PETER RICHARD WINGATE PEMBERTON** 

Witness:

Occupation:

Address:

**EXECUTED as a DEED by**

**WILLIAM ROBERT BARTLE EDWARDS** 

Witness:

Occupation:

Address:

7392654\_2

**EXECUTED** as a **DEED** on behalf of the

Hobsons' Trustees by

[ ]

one of their number, under an authority

conferred pursuant to section 333 of the

Charities Act 2011

Witness:

Occupation:

Address:

**EXECUTED** as a **DEED** on behalf of the

Hobsons' Trustees by

[ ]

one of their number, under an authority

conferred pursuant to section 333 of the

Charities Act 2011

Witness:

Occupation:

Address:

~~EXECUTED as a DEED by~~

~~JOHN HORACE WILLIAMS~~

~~Witness:~~

~~Occupation:~~

~~Address:~~

The common seal of **CAMBRIDGE  
UNIVERSITY HOSPITALS NHS  
FOUNDATION TRUST** was hereunto  
affixed in the presence of:

.....  
Authorised Signatory

.....  
Authorised Signatory

**EXECUTED as a DEED by**

**TIMOTHY JAMES LAWSON**

Witness:

Occupation:

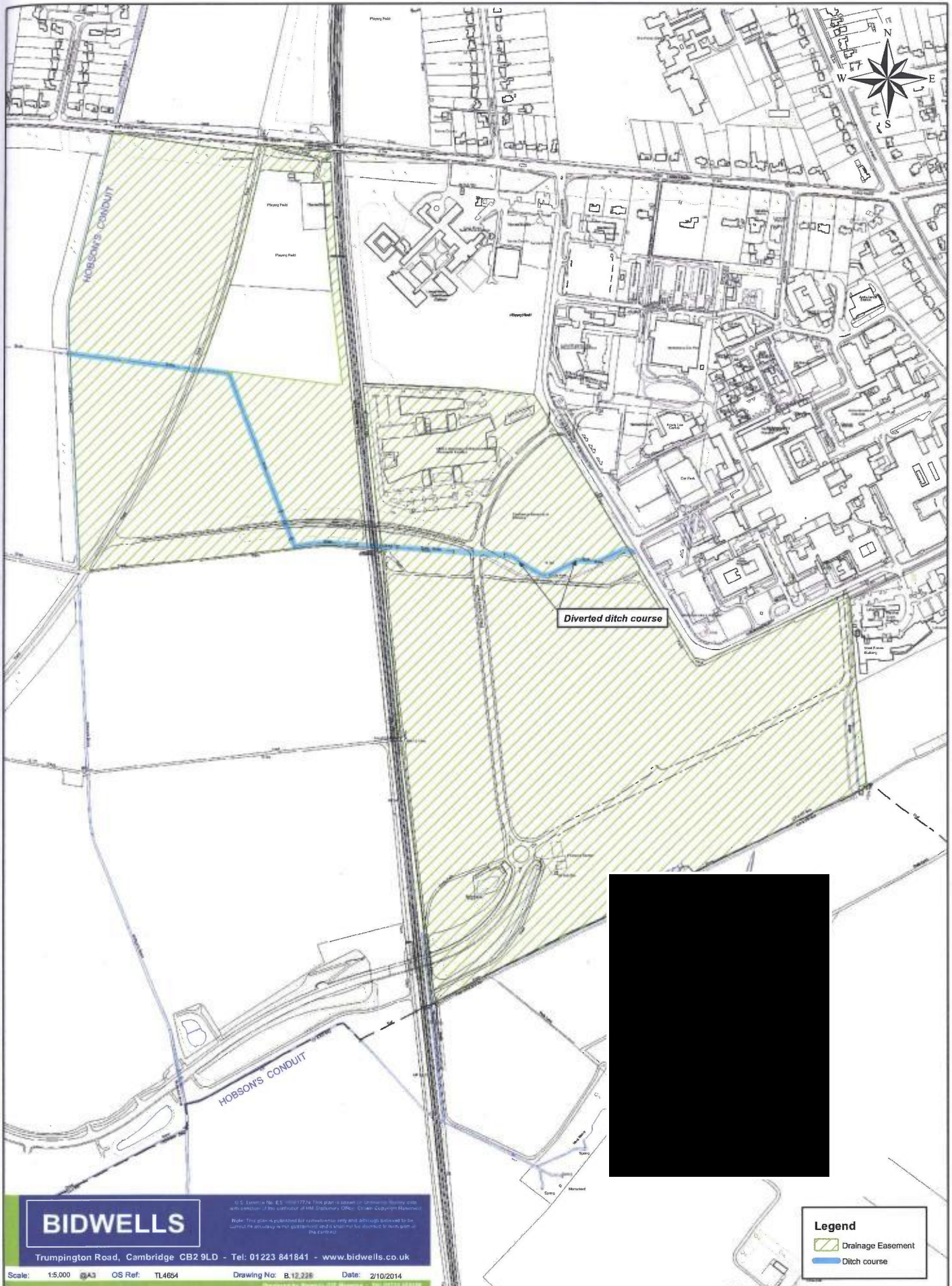
Address:

**Appendix 1**

**PLAN**



# Cambridge Biomedical Campus - Drainage Easement



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