

10 WITSTONE ROAD

F A Burgess FRICS Chartered Surveyor

Further down in Para 3 I have drawn the inspector's attention to the presence of a huge brick built aqueduct owned by Severn Trent Water who have easement rights to have and maintain over land occupied by the pipe. It is some six feet in diameter and some one hundred years old. I attach some details of the easement which sets out the constraint as to any work over or within 10 metres of the centre of the aqueduct. The pipe is shown on the attached OS extract and on the attached William Davis estate plan. In my view the easement must be regarded as seriously affecting what can be done on the affected land.. William Davis is under an obligation to construct a link road which will be built over the aqueduct. I understand that Severn Trent water have not so far been consulted about any building works but obviously the aqueduct is a very sensitive item to be considered in any building development. it is clear that catastrophic flooding could occur should the aqueduct be damaged and breached. This is a main water supply route and the volume of water carried by the pipe is huge by any standard .

One of my colleagues, Mr. Norman Saunders has been closely involved in obtaining details about the Severn Trent Aqueduct He has prepared a dossier of information obtained from Severn Trent and other sources In particular an E Mail is attached sent to Norman Saunders from the Chief Executive Officer of Severn Trent Ms.Liv Garfield dated 7.10.16 which sets out the position.

We have met most of the William Davis professional advisers who have prepared the detailed plans for development of Wolds Rise which will be near or actually over the Aqueduct in the case of the proposed Link Road which has to be constructed It is fair to say that they were not aware of the possible effect of the Aqueduct traversing the site; we gave information about this item as well as presence of natural springs well known to cause flooding at present.

Mr. Norman Saunders has collected a great deal of details of the construction, capacity of the aqueduct and general technical information as to the water supply network. The dossier will be available , as will be Mr. Saunders but it is hoped the details with this statement will enable the Inspector to appreciate the problems likely to arise and which the developer will need to deal with The Link Road in particular appears to be on the surface directly over the aqueduct ; if houses are ever built on this site the question of the individual householder bearing the burden of the Easement for the Aqueduct also needs to be dealt with

The Aqueduct problem is just one more constraint which leads me to say that this site is unsuitable for housing development and should be deleted from the plan (as suggested by the Derbyshire Dales District Council Planning Advisory Committee in July 2016.)

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Garfield, Liv
re Derwent Valley Aqueduct
7 Oct 2016, 14:45:41
norman.saunders370@btinternet.com

Dear Mr Saunders,

Thank you for getting in touch, and as promised I have followed this up with the team.

The DVA is indeed a fantastic piece of Victorian and Edwardian engineering and a legacy we are proud to have inherited. As you know it is a very strategic asset which delivers fresh, clean drinking water to hundreds of thousands of customers each and every day. We have a responsibility to ensure the security of supply to every one of those customers so that they have the best possible service, 365 days of the year.

We are restricted on what we can say both in regards to details about our assets and also information about the development which may not yet be in the public domain.

That said I can assure you, that I have a fantastic team which ensure the protection of all our assets. We have statutory powers under the Water Industry Act 1991 to access, maintain and repair our assets and anything which prevents us doing so is an offence under the act. My engineers assess each asset on its individual merits and in this case have assessed 10m either side of the aqueduct to be sufficient for us to carry out our statutory obligations. We will pass comment to the planning authority when the opportunity arises.

We have a responsibility to work closely with all developers to ensure our assets are protected both during construction and in the future. We have a stringent and thorough set of guidelines which must be adhered to when any third party wants to work near our assets, as well as robust contingency plans should the worst happen.

I really appreciate your concern for the protection of our assets, and the precious water supply to our customers. Whilst I am afraid I cannot advise any further than what Alison Faith has done to date, let me reassure you we are monitoring this development closely and will act accordingly to ensure our interests are protected, so you don't need to worry about the planned developed affecting the DVA. We will ensure our powers as listed above mean a 10m protection is built into any plans should they arise.

Best wishes,
Liv Garfield

Chief Executive

Tel No: [02477 715000](tel:02477715000)

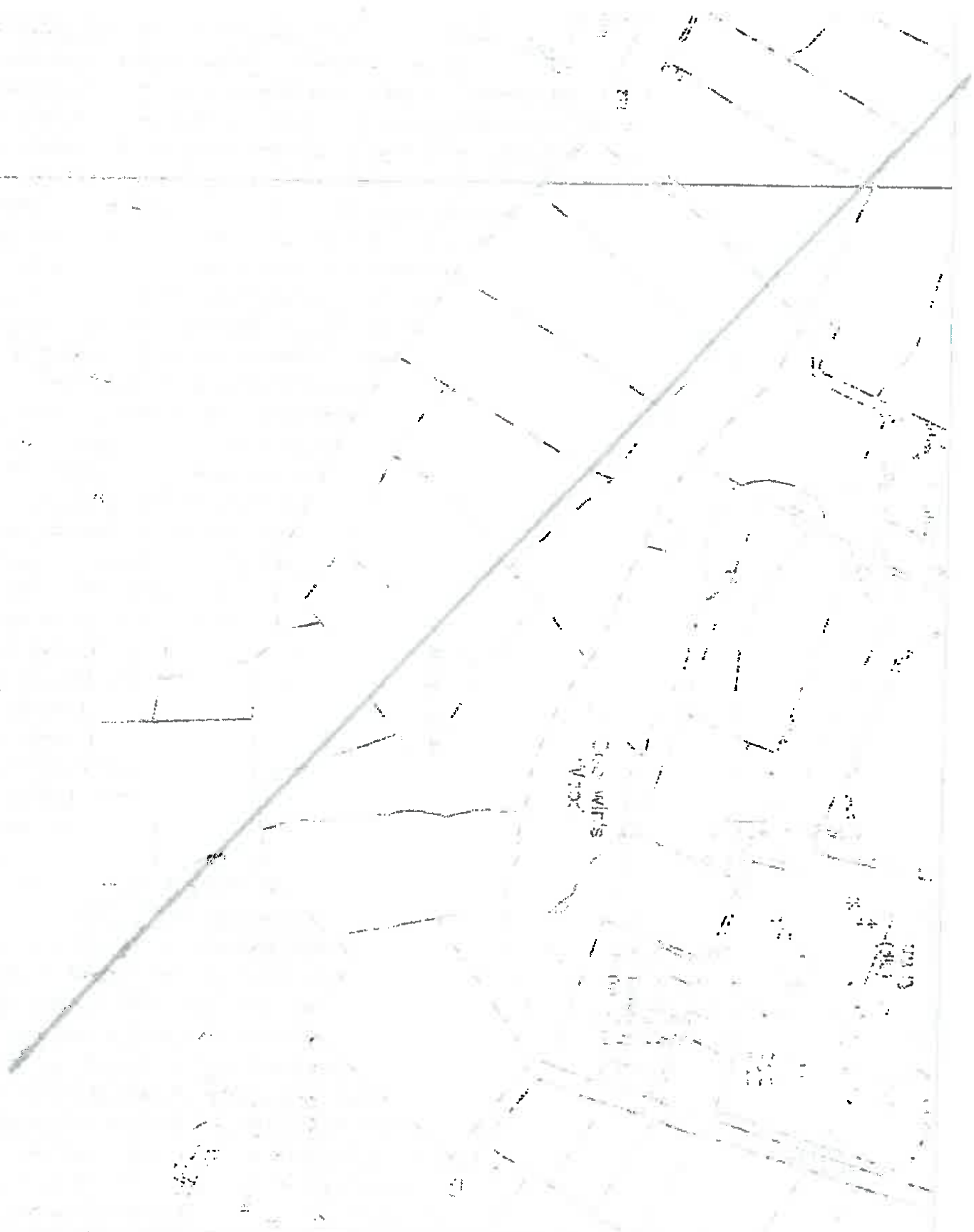
www.swater.co.uk / www.severn-trent.com



Doing the right thing the Severn Trent way

—Original Message—

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KEY
Site Allocation
M22(1), 2014

Derivative Dates
Local Plan
Proposed Map
July 2016



Map to South
www.anchoragealaska.gov



Scale 1:1000

1. General
2. Particular

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THIS INDENTURE made the 11th day of December 1909 between and between MRS. MARY ...
MADOLEN PIENNES wife of Gerald Finned of 25 Egerton Terrace in the County of London Esquire
hereinafter called "the Vendor") of the one part and THE DERWENT VALLEY WATER BOARD (hereinafter
called "the Board") of the other part WHEREAS the Vendor is seized in fee simple in possession free
incumbrances of the places or parcels of land hereinafter mentioned AND WHEREAS the Vendor has
agreed to sell and the Board have agreed to purchase for the purposes of the works authorised by
Derwent Valley Water Acts 1899 to 1909 (hereinafter referred to as "the said Acts") or some or
of them under the powers given to them by the said Acts and the Acts incorporated therewith the
rights or easements hereinafter granted at the price of One Hundred and Forty-Seven Pounds and Eighteen
shillings and upon the footing that the said sum of One Hundred and Forty-Seven Pounds and Eighteen
shillings shall include satisfaction and compensation for all damage loss or inconvenience whether
permanent temporary or recurring occasioned by the severance or partial severance by reason of the
cutting of the said rights or easements of any part of the Vendor's property from any other part thereof
or otherwise injuriously affecting such other property of the Vendor by the exercise of the powers of
the said Acts or any of them or any Act incorporated therewith respectively including any alteration of
the level of the said Acts or any of them and shall be in full satisfaction for all damage (if any)
occasioned to the surface of the said pieces or parcels of land and also for all other damage of every
description occasioned by the exercise of such powers and for all works matters and things for the better
protection or accommodation of the adjoining property of the Vendor which the Board might otherwise
be obliged upon to construct or do AND WHEREAS upon the sale of the said rights or easements
hereinafter granted an investigation into the title of the Vendor was dispensed with by the Board who have
agreed to complete the purchase of the said rights or easements and premises upon an agreement that the
Vendor shall give an absolute guarantee of such title and shall for that purpose enter into absolute
covenants for the title to and further assurance of the said rights or easements in manner hereinafter
expressed which covenants are intended to over-ride and be in no wise controlled by the usual qualified or
restrictive covenants by the Vendor for title to and further assurance of the premises implied by law by
being expressed to convey as Beneficial Owner NOW THIS INDENTURE WITNESSETH that in pursuance of
said agreements and in consideration of the sum of ONE HUNDRED AND FORTY-SEVEN POUNDS AND EIGHTEEN
SHILLINGS upon the execution of these presents paid by the Board to the Vendor (the receipt whereof and
the same is in full for such purchase money and compensation as aforesaid the Vendor doth hereby
acknowledge) THE Vendor as Beneficial Owner doth hereby grant and convey unto the Board their successors
assigns heirs and assigns full right and liberty for ever hereafter to construct place and lay according to the
plan determined upon by the Board but within the limits of deviation provided by the said Acts or some
of them and to maintain and use in tunnel at a depth of not less than twenty feet from the surface
and the aqueducts conduits or lines of pipes authorised by the said Acts or some or one of them
such other works and convenient works accessory thereto in connection with the undertaking in

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more particularly described in the Schedule hereto and delineated and coloured with a broken yellow line on the plan drawn on or annexed to these presents, the numbers in the second column of the said Schedule being those on and in the Leicester Map or Plan and Book of Reference thereto of the said Schedule conduits and lines of pipes referred to in the Derwent Valley Water Act 1899 and deposited at the Office of the Clerk of the Peace for the said County SECONDLY ALL THOSE rights privileges or easements following that is to say:— Full right and liberty for ever hereafter from time to time and at any time at the discretion of the Board to alter, amend, re-construct or re-lay such aqueducts conduits or lines of pipes and to lay down and construct in through or under the said places or parcels of land or any of them such further and additional aqueducts conduits lines of pipes works and conveniences as may in the opinion of the Board be necessary or advisable for the purposes of the said undertakings and for ever to maintain use cleanse amend repair inspect conduct and manage the said aqueducts conduits lines of pipes and works AND for the purposes aforesaid or any of them and generally for the purposes of the works authorized by the said Acts or any of them at all times hereafter and whenever so minded by their surveyors servants agents and things to enter into and upon the said aqueducts conduits lines of pipes and works AND ALSO to enter upon in manner aforesaid and pass and re-pass over and along the said pieces or parcels of land or any of them for the purpose of constructing and completing the tunnel by which it is intended to convey the said aqueducts conduits and lines of pipes through the said pieces or parcels of land (but after the completion of such tunnel not to have any further right of entry upon or perambulation over the surface of the said pieces or parcels of land) AND ALSO the right of taking and using all material excavated AND ALSO (by way of grant) Vendor for the said aqueducts conduits lines of pipes and other works authorized as aforesaid TO HAVE AND TO HOLD the said rights or easements and premises hereinbefore expressed to be hereby granted unto and to their executors administrators and assigns in fee simple AND the Vendor doth hereby for herself her notwithstanding anything by her the Vendor or any of her ancestors or assigns done omitted or knowingly suffered she the Vendor now hath full power to grant all the rights or easements and premises hereinbefore expressed to be hereby granted unto and to the said successors and assigns in fee simple AND that their successors and assigns in manner aforesaid and that all the said rights or easements and premises shall be quietly entered into and upon and held and enjoyed accordingly without any interruption or disturbance by the Vendor her heirs executors or administrators or any person claiming or to claim under or in trust for her or any of her ancestors or testators AND that discharged from or otherwise by the Vendor her heirs executors or administrators sufficiently indemnified against all estates incumbrances claims and demands created or accessioned or made by her the Vendor or any of her ancestors or testators or by any person or persons claiming or to claim through under or in trust for her them or any of them AND that she the Vendor and every person leaving or claiming any estate right or interest in or to the said pieces or parcels of land in through or under which the rights or easements and premises hereby granted extend or any part thereof under or in trust for her the Vendor or any of her ancestors or testators will at all times at the cost of the person or persons requiring the Vendor or any of her ancestors or testators

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the same execute and do all such assurances and acts for the further or more effectually assuring the said rights or easements and premises or any part thereof to the use of the Board their successors and assigns in manner aforesaid as shall be reasonably required AND ALSO that she the Vendor her heirs or assigns notwithstanding any rights or powers as to minerals or otherwise vested in her or them by statute or otherwise will not do permit or knowingly suffer anything which may in any way injure or damage the said aqueducts conduits and lines of pipes when so constructed and laid as aforesaid or the works accessory thereto or which may interfere with the free flow and passage of water through the same or with such support thereof as aforesaid AND the Board do hereby for themselves their successors and assigns covenant with the Vendor her heirs and assigns that the Board their successors and assigns will to the reasonable satisfaction of the Vendor or her agent re-instate and make good all fence which may be crossed injured or interfered with under the powers of the said Acts or any of them IN WITNESS whereof the Vendor has hereunto set her hand and seal and the Board have caused their Common Seal to be hereunto affixed the day and year first hereinbefore written

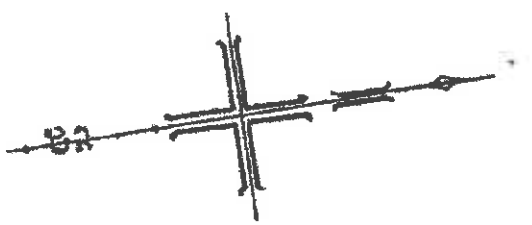
THE SCHEDULE IN THE BEFORE-WRITTEN INDENTURE REFERRED TO.

Parish and County or Place.	Title of Act, and numbers on deposited Plans and in Book of Reference.	Description of Property in Book of Reference.	Area.
Derwent Valley Water Act, 1899.		Plantation	
Leicester Plans and Book of Reference.	6 (part of)	Field... ..	
	7 (part of)	Field... ..	
	10 (part of)	Field... ..	
	11 (part of)	Field... ..	
Parish of Matlock in the County of Derby			

— PLAN REVERSE —

P A R I S H O F M A T L O C K

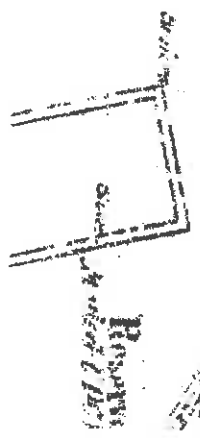
Biffo Range



The Walleys

Basement for General of the roads made shown with London Yellow line yellow etc. 1773 sp. 1st.

— West's side of the road —



Boswell's

