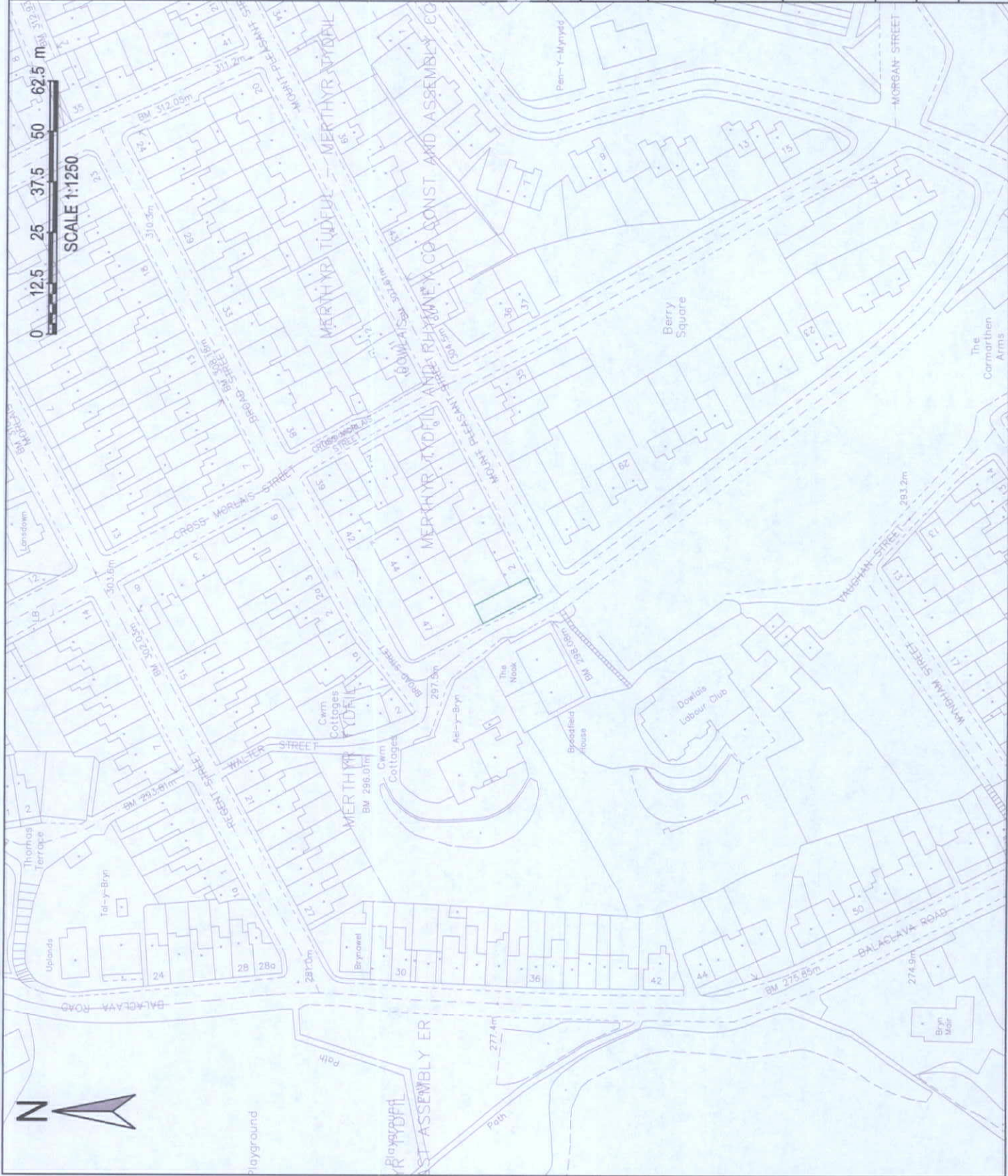




NOTES:

1. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS NOTED OTHERWISE.
2. ALL LEVELS ARE SHOWN IN METRES UNLESS NOTED OTHERWISE.
3. DO NOT SCALE FROM THE DRAWING. USE FIGURED DIMENSIONS ONLY.
4. ANY DISCREPANCIES TO BE REPORTED IMMEDIATELY TO THE ENGINEER.
5. THIS DRAWING TO BE READ IN CONJUNCTION WITH ALL RELEVANT ARCHITECTS, ENGINEERS, SUBCONTRACTORS AND SPECIALISTS DRAWINGS AND SPECIFICATIONS.

KEY

SITE BOUNDARY

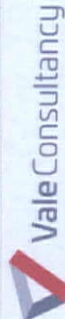
APPROVAL

ISSUED FOR APPROVAL			
no.	date	author	description
10	05.11.19	Lee Pickett	Client

Client
LEE PICKETT

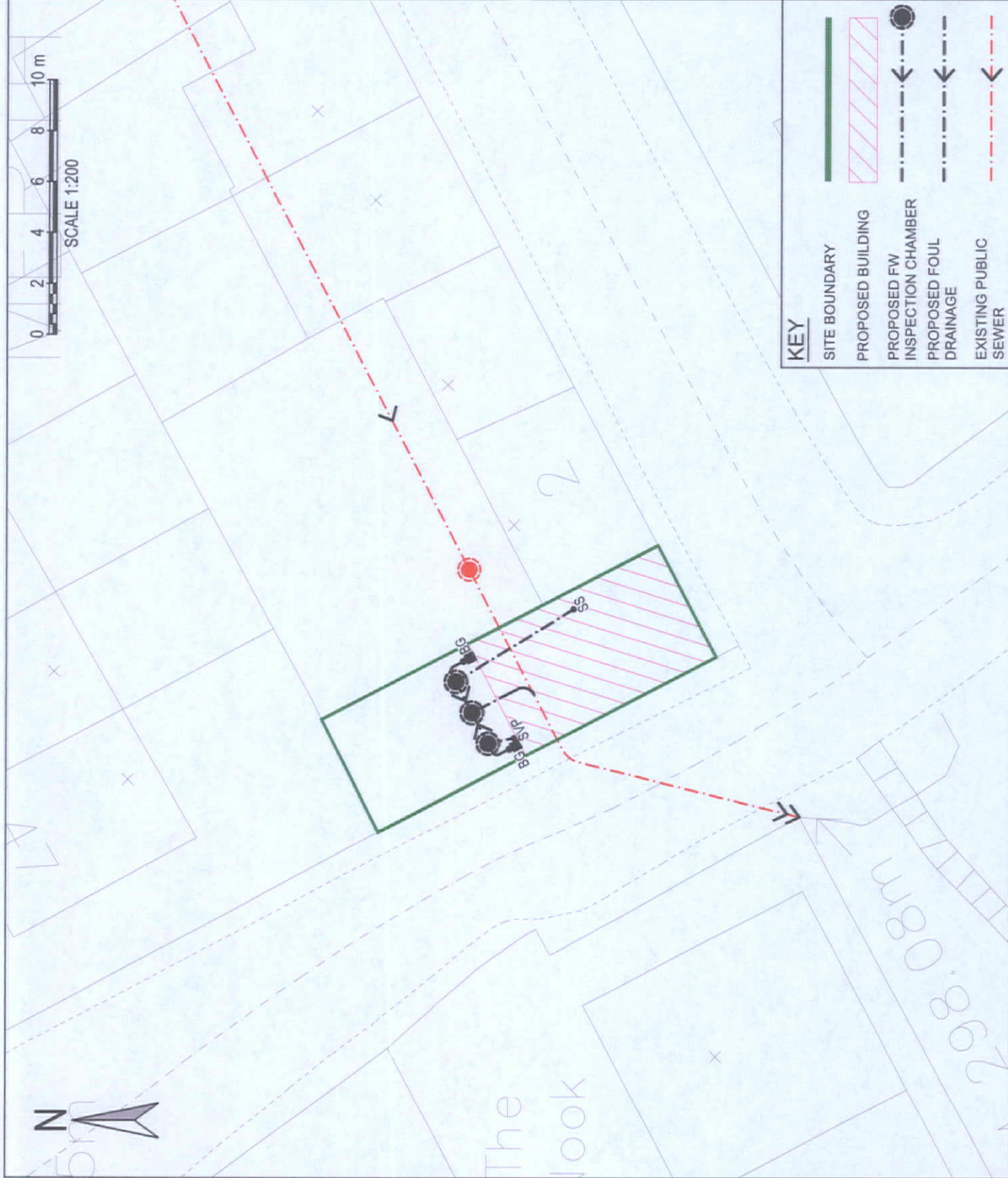
Project
**1 MOUNT PLEASANT STREET,
DOWLAIS, MERTHYR TYDFIL,
CF48 3AH**

Title
BOSA SITE LOCATION PLAN



29 Bocam Park, Old Field Road, Pencoed, Bridgend, CF35 8JJ
Phone: 01656 837794 Email: enquiries@vale-consultancy.co.uk

date	drawn	checked	approved
05.11.19	SU	MJ	LR
Scale @ A4 1:1250			
status	fig. no.	rev.	
A	10176-500	01	



NOTES:

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APPROVAL

ISSUED FOR APPROVAL.

date 05.11.19

approved

checked

drawn

description

Client

LEE PICKETT

Project

1 MOUNT PLEASANT STREET,
DOWLAIS, MERTHYR TYDFIL,
CF48 3AH

Title

BOSA PLAN

KEY

SITE BOUNDARY

PROPOSED BUILDING

PROPOSED FW

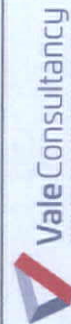
INSPECTION CHAMBER

PROPOSED FOUL

DRAINAGE

EXISTING PUBLIC

SEWER



29 Bocain Park, Old Field Road, Penrhyd, Bridgend, CF35 5LJ.
Phone: 01656 83794. Email: enquiries@vale-consultancy.co.uk

date 05.11.19

checked MJ

drawn SU

description

Client

LEE PICKETT

Project

1 MOUNT PLEASANT STREET,
DOWLAIS, MERTHYR TYDFIL,
CF48 3AH

Title

BOSA PLAN

status

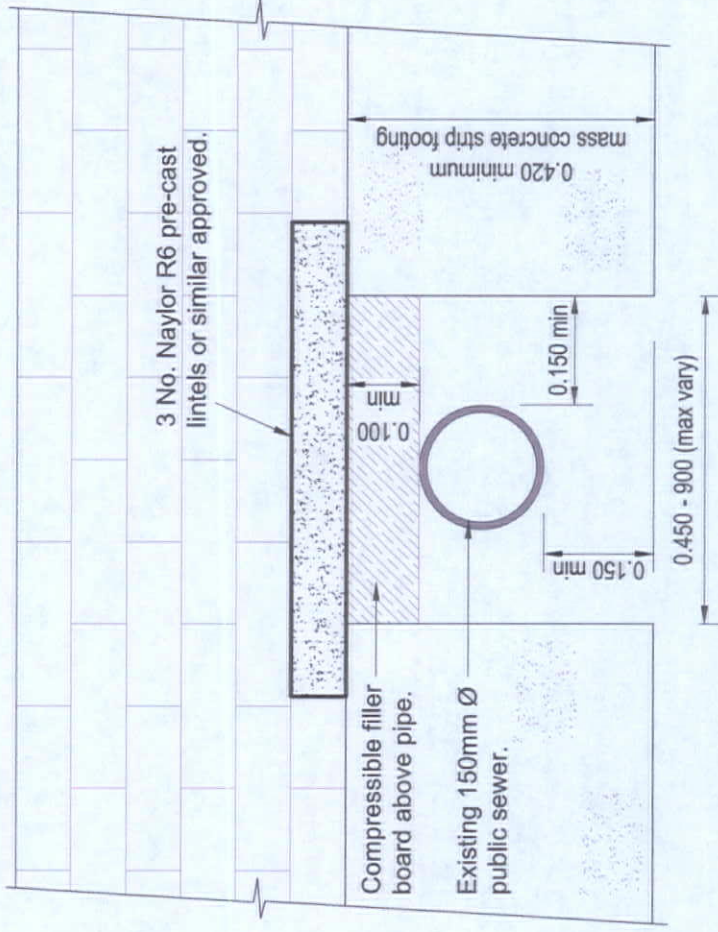
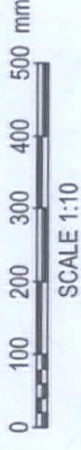
A

fig. no.

10176-501

rev.

01



NEW BUILD OVER EXISTING SEWER DETAIL
Scale 1:10

NOTES:

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APPROVAL

ISSUED FOR APPROVAL	
rev.	description
01	
01	
01	
01	
01	

Client
LEE PICKETT

Project
**1 MOUNT PLEASANT STREET,
DOWLAIS, MERTHYR TYDFIL,
CF48 3AH**

Title
BOSA SECTION DETAIL



29 Bocam Park, Old Field Road, Penrhod, Bridgend CF35 5LJ.
Phone: 01656 833794 Email: enquiries@vale-consultancy.co.uk

date	drawn	checked	approved
05.11.19	SU	MJ	LR
scale @ A4			
1:200			

status	fig. no.	rev.
A	10176-502	01

Building Over Sewer Agreement

(Legal Proforma)



Reference:

Please complete a Building Over Sewer Agreement in respect of the above premises and in accordance with the following details:

Applicants Details

Building Over Sewer Agreement at:

NEW DWELLING AT
WALTER STREET / MOUNT
PLEASANT STREET, DOWNHILL
MENTHAU.

Applicant Name(s):

RODNEY

Applicant Surname(s):

HANTREY

Address and Contact for Correspondence (if different to the above please specify name and contact details):

AGENT

Are the Premises Freehold or Leasehold?:

FREEHOLD.

If the property is Leasehold, approval cannot be given unless the freeholder enters into the agreement or provides written consent.

Are Proposals Exempt from Building Regulations?:

No.

Building Regulations Application Reference:
(if applicable)

TO BE CONFIRMED.

Date of Deposit of Plans:

TO BE CONFIRMED.

E-mail address:

Internal Use Only

We enclose four copies of approved drawing showing :

The Property Boundary: edged green;
The proposed extension: edged pink;
The sewer/lateral drain: coloured red.

Signature & Confirmation

We confirm that both legal and engineering fees have been paid by the applicant.

Signed: (DCWW Project Engineer)

Date:

Building Over Sewer Agreement

(full application form)



Dŵr Cymru
Welsh Water

Reference:

Please ensure you have read our guidance notes before completing this enquiry form and include as much information as possible. If mandatory fields (marked with a *) are not completed this may result in your application being delayed.

Confirmation: Applicants Details

	Applicant	Agent (if applicable)
Title	Mr	Mr.
First Name/Company Name	RODNEY	MAT
Surname (If applicable)	HARTNEY	JONES
House Name/Number	92 KINCENILU ROAD	VALE CONSULTANCY
Street	KNOWLE PARK	29 BOCAM PARK
Town/City	BRISTOL	PENCOED
County	BRISTOL	BRIDGEND
Post Code	BS4 2SN	CF35 5LJ
Contact Telephone Number(s)	07838 515592	07967 221842
E-mail address	rodneyhartney@hotmail.com	matt.jones@vale-consultancy.co.uk
Preferred Method of Correspondence:	☒ e-mail ☐ Post	☐

Supporting Documentation: Checklist

	✓	Comment
Location Plan, Suitably Scaled (Property boundary edged green, extension shaded pink, public sewer in red)	✓	10176-500-01
Detailed Drawing indicating proposed extension and confirmed position of the public sewer.	✓	10176-501-01
Drawings showing protection method for sewer/lateral.	✓	10176-502-01
Drawing showing details of any new manhole, replacement pipe materials or connection to the public sewer. (If applicable)		N/A.
Copy of relevant planning permission/Building Regulations information	✓	P/19/0071
National Grid Reference e.g. ST123456		

Signature & Confirmation

Signed	MN Jones	Print Name	MATTHEW. N. JONES.
Date	14.11.19		

Dated

2019

(1) DWR CYMRU CYFYNGEDIG

(2) RODNEY HARTLEY

DEED OF AGREEMENT

relating to the construction of a building over a public sewer
at 1 Mount Pleasant Street, Dowlais, Merthyr Tydfil

Hugh James
Solicitors
2 Central Square
Cardiff
CF10 1FS

Ref: PH/DWR/7/1

THIS DEED OF AGREEMENT is made the day of 2019 **BETWEEN**

- (1) **DWR CYMRU CYFYNGEDIG** (Company No. 2366777) whose registered office is at Pentwyn Road Nelson Treharris Mid-Glamorgan CF46 6LY ("the Company" which expression shall include its successors in title and assigns);
- (2) **RODNEY HARTLEY** of 92 Kingemill Road, Knowle Park, Bristol BS4 2SN ("the Freeholder" which expression shall include their successors in title and assigns);

INTERPRETATION:

In this Deed of Agreement the following expressions shall have the following meanings:

"Acceptance" means the notice to be issued by the Council in pursuance of Section 47 of the Building Act 1984 by way of acceptance of the Initial Notice deposited with the Council

"the Building" means the building or buildings (forming part of the Development) constructed on the Premises pursuant to the Planning Permission, the Acceptance and the Design Notes

"the Council" means **MERTHYR TYDFIL COUNTY BOROUGH COUNCIL**

"Design Notes" the design as detailed on Plan 1

"Development" means the works authorised by the Planning Permission

"Nominated Officer" means the Company's engineer for the time being or such other suitably qualified person as the Company may from time to time direct

"Plan 1" means the plan annexed to this Deed of Agreement at Schedule 1

"Planning Permission" means detailed planning permission for the Development issued by the Council

"the Sewer" means the public sewer vested in the Company and indicated by a red line on Plan 1

"Site" means the freehold land known as 1 Mount Pleasant Street, Dowlais, Merthyr Tydfil vested in the Freeholder and registered with title number []

WHEREAS:

- (1) The Freeholder is the registered proprietor with absolute freehold title of the Site.
- (2) The Sewer runs under the Premises. The Company by virtue of an appointment made pursuant to the Water Act 1989 is the sewerage undertaker and is responsible for the maintenance of the Sewer.
- (3) The Freeholder proposes to carry out and complete the Development over the Sewer in accordance with the Planning Permission and the Acceptance
- (4) But for the covenants, obligations and indemnities, acknowledgements and acceptances on the part of the Freeholder contained in this Deed of Agreement, the Company would not otherwise consent to the carrying out of the Development on over or in proximity to the Sewer.

- (5) The Freeholder has agreed to enter in this Deed of Agreement on the terms hereinafter contained, to secure the Company's consent to Development over the Sewer in accordance with the terms of this Deed of Agreement.

NOW THIS DEED WITNESSETH as follows:

1. The Freeholder hereby covenants with the Company as follows:

- 1.1 The Development will be erected in conformity with:

1.1.1 the Planning Permission as has been approved by the Council and the Company; and

1.1.2 the Design Notes; and

1.1.3 the Acceptance

and for the avoidance of doubt this Deed of Agreement does not authorise the erection of any other structure over the Sewer other than the Building unless approved in writing by the Company in its absolute discretion.

- 1.2 The Development will be carried out and completed to the reasonable satisfaction of the Nominated Officer in such a way that no increased load, weight or earth pressure has been transferred directly to any part or parts of the Sewer other than in the manner provided for in the Design Notes and in particular the Freeholder shall obtain the approval of the Nominated Officer to the Development and otherwise provide for the protection of the Sewer in the manner approved by the Nominated Officer and all manholes required for the proper operation of the Sewer and the Sewer itself shall be and are accessible at all times without any requirement for the Company to give notice so as to enable personnel with or without equipment plant machinery or vehicles to inspect cleanse maintain repair and renew the Sewer at all times of the day or night.

- 1.3 The Development shall be carried out and completed in such a way as not to cause the settlement or subsidence of soil in or under which the Sewer is laid or any escape of effluent noxious gas or other matter from the Sewer or any leakage into or from the Sewer or failure thereof or defect therein of any kind whatsoever.

2. In consideration of the Freeholder entering into this Agreement the Company hereby consents to the Development and the Building on over or in proximity to the Sewer on the terms of this Deed of Agreement.

- 3.1 The Freeholder accepts on behalf of itself and its successors in title and all persons deriving any interest under it that no liability shall rest on the Company in respect of any damage resulting to the Development or the Building as a result of the presence of the Sewer.

- 3.2 The Freeholder will keep the Company fully and effectively indemnified in respect of any and all damage to the Sewer arising directly or indirectly out of or caused by the construction of the Development and/or the Building.

- 3.3 The Freeholder will keep the Company fully and effectively indemnified in respect of any and all damage to the Sewer arising directly or indirectly out of or caused by the retention of the Development and/or the Building.
- 3.4 Notwithstanding any other provision in this Deed of Agreement and for the avoidance of doubt, the Company shall not be deemed whether by admission, approval, consent, confirmation, acknowledgement, inspection or otherwise to have assumed any responsibility for the Design Notes, the Development or any works (without limitation) carried out in respect thereof nor to have accepted, acknowledged or given or made any representation that the Development shall not cause any damage to the Sewer.
- 3.5 The Freeholder shall not dispose of the Site or any part thereof or grant any interest (including, without limitation any transfer, charge, assignment, lease, licence, sub-lease, gift, assent, operating agreement (or any other document granting an inferior or derivative interest)) therein to any person or permit any person to occupy or use the same or any part thereof without obtaining from such person covenants in favour of the Company in the terms of this Deed of Agreement including the obligations, covenants and indemnities in clauses 1 to 14 inclusive.
4. **IT IS FURTHER AGREED** between the parties hereto that:-
- 4.1 for so long as the Sewer or any part of it is the responsibility of the Company, the servants and agents of the Company shall be entitled to enter on the Site at all times and for all purposes connected with inspecting maintaining repairing cleansing renewing altering or removing the Sewer and so far as may be reasonably necessary to break up the whole or any portion of the surface of the Site and do all such acts as may be reasonably necessary for the execution of such work.
- 4.2 The Freeholder will indemnify and keep the Company fully and effectually indemnified from and against the reasonable and proper cost of any works carried out under clause 4.1 hereof as may be due to the increased difficulty of executing such work in consequence of the existence of the Development and/or the Building and the certificate of the Company as to all matters in relation to such costs shall be final and binding on the parties (save in the case of manifest error).
- 4.3 The Company shall not be liable for any compensation in respect of or any claims for loss of use of the Building or loss of income arising from the Building in the exercise of its rights under this Deed.
5. The Freeholder for itself and its successors in title and all and any persons deriving any interest under each or any of them shall not be entitled and shall not make any claim against the Company in respect of any loss injury cost fees or expenses whatsoever which they may sustain by reason or in consequence of the settlement or subsidence of the soil in or under which the Sewer is laid or any nuisance in respect thereof by reason of the escape of effluent noxious gas or other matter from the Sewer or any leakage into or from the Sewer or failure thereof or defect therein of any kind whatsoever so far as the same arises directly or indirectly as a result of the Development or the construction of the Building or any activity thereon or therein and the Freeholder will keep the Company indemnified against all claims demands proceedings damages expenses costs or liability by or at the instance of any person or body in relation thereto.

6. The Freeholder covenants with the Company that the Freeholder will at all times indemnify the Company and keep the Company fully and effectually indemnified from and against any claims demands losses costs actions proceedings expenses and liabilities of any kind whatsoever that the Company may have or sustain or for which the Company may become liable as the result directly or indirectly of any damage or claim for damages or any fine penalty or prosecution brought against the Company by any third party or by any authority or other regulatory body (whether statutory or otherwise) arising as a result of any damage caused to the Sewer by virtue of the demolition of the existing building(s) on the Premises, the Development or construction of the Building thereover.
7. The Freeholder hereby unconditionally and irrevocably undertakes to the Company:-
 - 7.1 the due and punctual payment of all sums payable under or pursuant to this Deed of Agreement to the Company as and when the same fall due; and
 - 7.2 the due and punctual performance and observance by the Freeholder of all other acts, covenants and obligations to be performed or observed by those parties under or pursuant to this Deed of Agreement.
8. The obligations of the Freeholder under or pursuant to this Deed of Agreement shall not be discharged except by performance or the procurement of performance by the Freeholder. Such obligations shall not be subject to any prior notice to, or demand upon the Freeholder with regard to any default on their part.
9. The rights of the Company and the obligations of the Freeholder under or pursuant to this Deed of Agreement shall not be prejudiced or affected by:
 - 9.1 any extension of time, indulgence, forbearance or concession given to the Freeholder or any assertion of or failure to assert any right or remedy against the Freeholder or by the administration, receivership, insolvency, liquidation, dissolution, reconstruction, amalgamation or incapacity of the Freeholder; or
 - 9.2 by the Company holding or taking any other or further security or by the invalidity of any such security or by the Company varying, releasing, exchanging, enforcing or omitting or neglecting to enforce any such securities, or by any other thing which might otherwise wholly or partially discharge the Freeholder from its obligations under this Deed of Agreement.
10. Any payment due to the Company under this Deed of Agreement shall be payable within 14 days of a written demand. Should any amount to which the Company is entitled to demand payment not be paid by the due date then the payment due shall bear interest at four percent above the base lending rate from time to time of Barclays Bank plc from the date of service of the invoice up to the date of payment. Payment shall be subject to the addition of Value Added Tax at the rate currently in force if and where applicable on production of a valid Value Added Tax invoice.
11. Any notice to be given by the Company to the Freeholder in connection with this Deed of Agreement shall be deemed to be sufficiently served upon them if forwarded to them at their address given at the head of this Deed of Agreement or if the parties are registered as companies in England or Wales if forwarded to them at their registered offices (or as otherwise notified to the Company from time to time) by registered post.
12. Any dispute or difference between the Company and the Freeholder (except as to

matters which are to be solely determined by the Nominated Officer) shall be determined by a single arbitrator to be appointed failing agreement between the parties by the President for the time being of the Institution of Civil Engineers and the provisions of the Arbitration Acts or any statutory modification or re-enactment thereof for the time being in force shall apply.

13. The Freeholder shall disclose the existence of this Deed of Agreement in any dealing with the Premises and a suitable Memorandum of this Deed of Agreement shall be endorsed on the appropriate documents of title.
- 14.1 The covenants, obligations and indemnities contained in this Deed of Agreement shall remain in full force and effect for so long as the Development remains on or over the Sewer.
- 14.2 The acknowledgements and acceptances given in this Deed of Agreement by the Freeholder shall remain in full force and effect for so long as the Development remains on or over the Sewer.
15. The Freeholder covenants with the Company to pay to the Company all legal costs, engineering costs, fees and expenses reasonably and properly incurred by the Company in and in connection with the negotiation completion and implementation of this Deed of Agreement.

IN WITNESS whereof the Company the Freeholder have caused this Deed of Agreement to be executed as a deed the day and year first before written

SCHEDULE 1
(Plan/Design Notes)

EXECUTED AS A DEED

by affixing the Common Seal of

DWR CYMRU CYFYNGEDIG

In the presence of:

)
)
)
)

Authorised Signatory

SIGNED AS A DEED

by **RODNEY HARTLEY**

in the presence of:

)
)
)

Witness Name:

Witness Address:

Witness Signature: