

SOUTHERN WATER SERVICES LIMITED

and

I D HOY & A R HOY

Sewer Protection Agreement

relating to building over or adjacent to a public sewer at
54 Jubilee Road, Waterlooville, Hampshire, PO7 7RD

LEGAL REF: RT/8/1154
SITE REF: PAPER19548
DOC No: S4625
DATE: 27 June 2023



THIS AGREEMENT is made the Twenty-seven day of June Two Thousand and Twenty Three BETWEEN SOUTHERN WATER SERVICES LIMITED (Co. No. 2366670) whose Registered Office is situate at Southern House Yeoman Road Worthing West Sussex BN13 3NX (hereinafter referred to as "the Company") of the one part and IAN DAVID HOY and ALISON RACHEL HOY of 54 Jubilee Road, Waterlooville, Hampshire, PO7 7RD (who with their successors in title is hereinafter jointly referred to as "the Owner") of the other part

IN THIS AGREEMENT:-

- | | | |
|-----|---|---|
| 1.1 | "the Building" | means the building shown on the Works Plan proposed to be erected on the Land |
| 1.2 | "the Land" | means the land edged green on the Location Plan |
| 1.3 | "the Location Plan" | means the plan numbered 01 attached to this Agreement |
| 1.4 | "the Works Plan" | means the plan numbered JR/22/02/001 Rev B attached to this Agreement |
| 1.5 | "the Sewer" | means the sewer shown by a red line on the Works Plan |
| 1.6 | Whenever there is more than one party named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually | |
| 2. | The Building is proposed to be erected over or adjacent to the Sewer between points A and B on the Works Plan | |

H.M. LAND REGISTRY		TITLE NUMBER	
		HP 162347	
ORDNANCE SURVEY PLAN REFERENCE	SU 6810	SECTION J	Scale 1/1250
COUNTY HAMPSHIRE	DISTRICT HAVANT	© Crown copyright 1976	



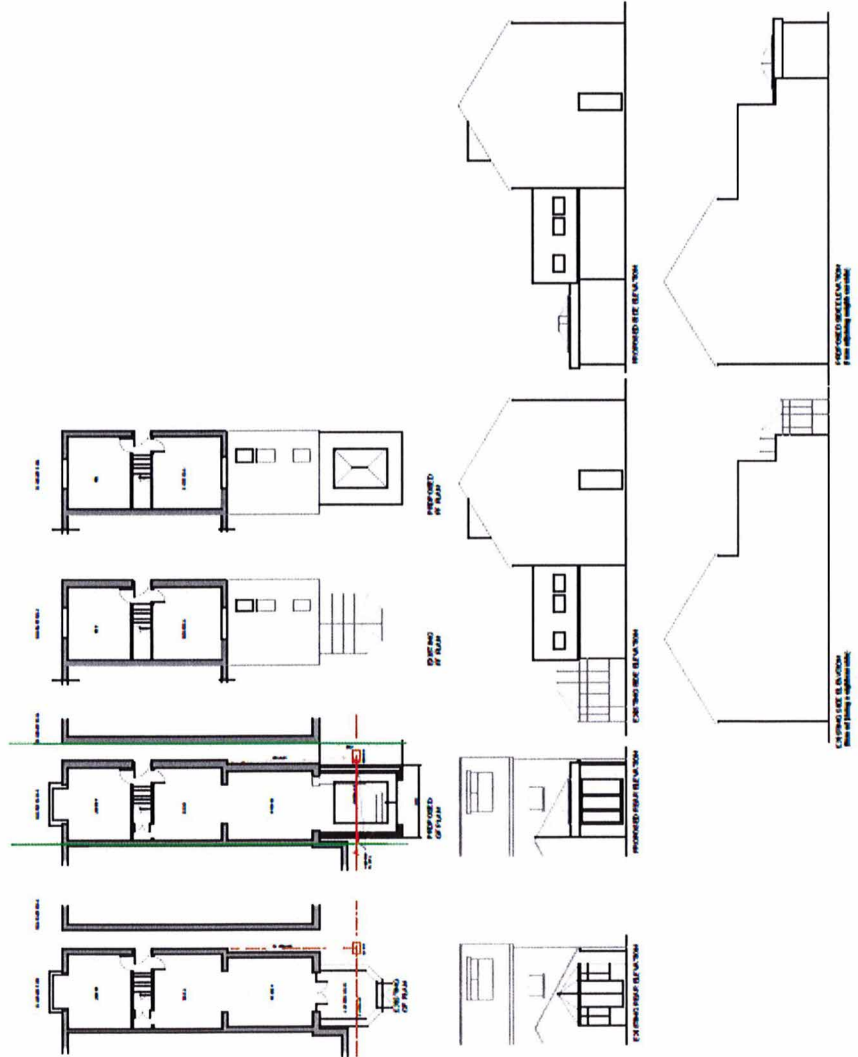


Approved by Municipal Council at
Public Meeting on 2024/07/14
Landed No. 2024/07/14
At 27:14:00/07/22

LOCATION PLAN 1:1250

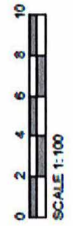


BLOCK PLAN 1:500



1:1250 (A) 1:500 (B) 1:1250 (C) 1:500 (D)

Project Name	54, 56, 58, 60, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92, 94, 96, 98, 100, 102, 104, 106, 108, 110, 112, 114, 116, 118, 120, 122, 124, 126, 128, 130, 132, 134, 136, 138, 140, 142, 144, 146, 148, 150, 152, 154, 156, 158, 160, 162, 164, 166, 168, 170, 172, 174, 176, 178, 180, 182, 184, 186, 188, 190, 192, 194, 196, 198, 200, 202, 204, 206, 208, 210, 212, 214, 216, 218, 220, 222, 224, 226, 228, 230, 232, 234, 236, 238, 240, 242, 244, 246, 248, 250, 252, 254, 256, 258, 260, 262, 264, 266, 268, 270, 272, 274, 276, 278, 280, 282, 284, 286, 288, 290, 292, 294, 296, 298, 300, 302, 304, 306, 308, 310, 312, 314, 316, 318, 320, 322, 324, 326, 328, 330, 332, 334, 336, 338, 340, 342, 344, 346, 348, 350, 352, 354, 356, 358, 360, 362, 364, 366, 368, 370, 372, 374, 376, 378, 380, 382, 384, 386, 388, 390, 392, 394, 396, 398, 400, 402, 404, 406, 408, 410, 412, 414, 416, 418, 420, 422, 424, 426, 428, 430, 432, 434, 436, 438, 440, 442, 444, 446, 448, 450, 452, 454, 456, 458, 460, 462, 464, 466, 468, 470, 472, 474, 476, 478, 480, 482, 484, 486, 488, 490, 492, 494, 496, 498, 500, 502, 504, 506, 508, 510, 512, 514, 516, 518, 520, 522, 524, 526, 528, 530, 532, 534, 536, 538, 540, 542, 544, 546, 548, 550, 552, 554, 556, 558, 560, 562, 564, 566, 568, 570, 572, 574, 576, 578, 580, 582, 584, 586, 588, 590, 592, 594, 596, 598, 600, 602, 604, 606, 608, 610, 612, 614, 616, 618, 620, 622, 624, 626, 628, 630, 632, 634, 636, 638, 640, 642, 644, 646, 648, 650, 652, 654, 656, 658, 660, 662, 664, 666, 668, 670, 672, 674, 676, 678, 680, 682, 684, 686, 688, 690, 692, 694, 696, 698, 700, 702, 704, 706, 708, 710, 712, 714, 716, 718, 720, 722, 724, 726, 728, 730, 732, 734, 736, 738, 740, 742, 744, 746, 748, 750, 752, 754, 756, 758, 760, 762, 764, 766, 768, 770, 772, 774, 776, 778, 780, 782, 784, 786, 788, 790, 792, 794, 796, 798, 800, 802, 804, 806, 808, 810, 812, 814, 816, 818, 820, 822, 824, 826, 828, 830, 832, 834, 836, 838, 840, 842, 844, 846, 848, 850, 852, 854, 856, 858, 860, 862, 864, 866, 868, 870, 872, 874, 876, 878, 880, 882, 884, 886, 888, 890, 892, 894, 896, 898, 900, 902, 904, 906, 908, 910, 912, 914, 916, 918, 920, 922, 924, 926, 928, 930, 932, 934, 936, 938, 940, 942, 944, 946, 948, 950, 952, 954, 956, 958, 960, 962, 964, 966, 968, 970, 972, 974, 976, 978, 980, 982, 984, 986, 988, 990, 992, 994, 996, 998, 1000
Project No.	PO777P
Project Title	Proposed new extension to replace existing conservatory
Submission	PLANNING APPLICATION SUBMISSION
Drawing Title	EXISTING & PROPOSED PLANS ELEVATIONS LOCATION & BLOCK PLAN
Job No.	JR/22/02/001
Scale	1:100
Rev	5



3. The Company gives its consent to the erection of the Building subject to the Owner performing the obligations set out in Clause 4
4. The Owner agrees with the Company as follows:-
 - 4.1 To carry out the works specified in the Schedule hereto (at the Owner's cost) to the Sewer or for the protection of the Sewer (or if applicable any sewer in duplication or substitution thereof)
 - 4.2 To maintain the Building so that no additional load either direct or indirect shall be imposed on the Sewer
 - 4.3 To be liable for the erection of the Building and all connected works and not to make any claim against the Company by reason of any settlement or subsidence of the Building
 - 4.4 To indemnify and keep indemnified the Company from and against any claims costs losses or expenses arising from or in connection with the Building or its erection or maintenance
 - 4.5 To allow the Company its agents employees or contractors access to the Land and the Building at all reasonable times but in any event upon giving five working days notice (except in cases of emergency) for the purpose of cleaning servicing and repairing the Sewer and for those purposes the right to break up the floors of the Building but only where all other means of accessing the Sewer have been fully considered and that accessing through the floor of the Building is the only practicable means of undertaking the works and to do all other things necessary for or in connection with those works subject to the Company:
 - 4.5.1 Avoiding wherever possible and so far as is practicable entering or disturbing the Building and

4.5.2 In the event of entry causing as little damage as possible and making good any damage caused

4.6 To pay to the Company such costs as it incurs in carrying out the works referred to in Clause 4.5 as may be due to

4.6.1 Any damage caused to the Sewer by the erection existence or maintenance of the Building and

4.6.2 The increased difficulty of carrying out such works in consequence of the existence of the Building and of the necessity (if any) of disturbing and reinstating the Building

4.7 To pay the Company's costs of entering into this Agreement

4.8 To disclose the existence of this Agreement on any disposal of the Land

5. This Agreement is entered into in pursuance of the provisions of Section 47 of the Southern Water Authority Act 1982 (as amended by Section 36 of the Southern Water Authority Act 1988) in connection with the Land so as to bind the Owner or Owners for the time being of the Land or any part thereof and the person or persons deriving title by through or under them

EXECUTED by the parties hereto as a Deed but not delivered until the day and year first before written

THE SCHEDULE

- (a) No construction works are permitted until this Agreement has been completed
- (b) No structure (footings walls etc) running parallel to the line of the Sewer is permitted within 500mm of the Sewer/manhole
- (c) Where within 3.00 metres of the Sewer, foundations must be taken a minimum of 150mm below the invert level of the Sewer/manhole. The depth of the Sewer is approximately 0.35 metres deep below ground level at the time of survey
- (d) The Company does not permit internal public manholes or a new extension to be built over or within 500mm of public sewer pipes or where there is a change-in-direction of pipework (sewer/manhole) and a building over of polyvinyl chloride (PVC) material pipes and therefore the existing public manhole FWMH4 along with the entire length of the existing 100mm polyvinyl chloride pipe located under the proposed Building needs to be removed and replaced by new 100mm vitrified clay (VC) material pipe in a straight line. The new pipework should be laid on a 150mm thick granular bed & surround in accordance with the Design and Construction Guidance. The proposed new manhole on the public sewer line would need to be built in either concrete sections or engineering brick as per Figure B21 or Figure B24 in Design and Construction Guidance and would need to be constructed at least 500mm from the foundations/walls of the Building to the outside face of the chamber. It should be noted that any existing private connections to the Sewer will have to be reconnected to the new manhole or to the new pipework by oblique or Y connections using vitrified clay material pipe fittings
- (e) The Sewer is to be bridged by PCC lintels (where applicable). Please ensure that no additional load is transferred onto the Sewer, adequate protection is provided and construction works adheres to Building Control specifications

- (f) The replaced vitrified clay pipework and a new manhole needs to be inspected by the Company's Assistant Adoption Managers. Please note that a minimum of 48 hours' notice will be required for an Assistant Adoption Manager's visit and any new pipe work and connections should be left exposed and not back filled so that they can be viewed by the Assistant Adoption Manager carrying out the inspection. The Assistant Adoption Manager for your area is Mick Vince and their contact number is 07803 259227
- (g) Any new connections to the public sewerage system will require a Section 106 Sewer Connection application to be submitted and approved by the Company
- (h) Care must be taken when working in the area of the public sewer pipeline so that no damage is caused as any damage will be repaired at the Owner's expense

Executed as a Deed by SOUTHERN WATER)
SERVICES LIMITED acting by two Directors: -)

E1072

[Redacted Signature]

Director

Name: Lawrence Gosden

[Redacted Signature]

Name: Stuart Ledger

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Philipa GORDON

21 Rockbourne close
Havant
Hampshire
PO9 4BE

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1. *Journal of the American Medical Association*, 2000; 283: 2686-2692.

STUART McCARROLL

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SOUTHERN WATER SERVICES LIMITED

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