

These are the notes referred to on the following official copy

Title Number WA825217

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THIS AGREEMENT is made the 9th day of October One thousand nine hundred and eighty-six:
BETWEEN the WELSH WATER AUTHORITY (hereinafter referred to as "the Authority") of the one part and

of P. PROTHEROE
73 Blaen Dowlais, Dowlais, Merthyr Tydfil in the County of Mid-Glamorgan
(hereinafter referred to as "the Owner" which expression shall include his successors in title and assigns) of the other part

WHEREAS:

(1) The Owner is the Owner of the land and premises known as 73 Blaen Dowlais, Dowlais, Merthyr Tydfil aforesaid.
(hereinafter called "the premises") whose boundaries are for the purpose of identification only more particularly edged on the plan annexed hereto

(2) A public sewer (hereinafter called "the sewer") vested in the Authority runs through the premises in the approximate position indicated by a red line on the said plan and is shown on the map of sewers required to be kept by the Merthyr Tydfil Borough Council

(hereinafter referred to as "the Council") under Section 32 of the Public Health Act 1936

(3) The Owner is desirous of erecting a building (hereinafter called "the building") on the premises in the position shown coloured pink on the said plan over the sewer and on the 14th day of June One thousand nine hundred and eighty-five and under application number 52850323 made application (hereinafter called "the application") to the Council as the relevant building regulation authority for consent to such erection

(4) The Council in pursuance of Section 14(6) of the Water Act 1973 has notified the Authority of the proposal of the Owner and the Council in consequence of directions given to it by the Authority under Section 14(7) of the said Water Act has given its consent to the erection of the building conditional upon the execution of this agreement

NOW THIS DEED WITNESSETH as follows:

1. To satisfy the above mentioned condition the Owner hereby covenants with the Authority as follows:

(a) The building shall be erected in strict conformity with the application as approved by the Council

(b) The foundations of all walls of the building and any columns piers or abutments which form part of the building if constructed over or adjacent to the site of the sewer shall be so constructed and maintained to the satisfaction of the Chief Technical Officer for the time being nominated by the Council and approved by the Authority (hereinafter referred to as "the Nominated Officer") in such a way that no land or weight or increased earth pressure shall be transferred directly to any part or parts of the sewer and in particular the Owner shall provide for the protection of the sewer in a manner approved by the Nominated Officer provided that where the sewer includes a manhole on the site of the building a new length of sewer and all necessary manholes shall be constructed at the Owner's expense in a continuous pipeline to the specification and satisfaction of the Authority so that all manholes required for the proper operation of the sewer shall be clear of the building and shall be reasonably accessible from the outside of the building so as to enable personnel with or without equipment plant machinery or vehicles to inspect cleanse maintain repair and renew the sewer

(c) No liability shall rest on the Authority in respect of any damage resulting to the building or any part of the premises as a result of the presence of the sewer or the new length of sewer and the Owner will keep the Authority fully and effectually indemnified in respect of all damage to the sewer or new length of sewer arising out of or caused by the erection or the presence of the building

2. **IT IS FURTHER AGREED** between the parties hereto that

(a) Machinery plant or anything which in the opinion of the Nominated Officer shall be so heavy or be of such a nature as to damage or injure the sewer or new length of sewer shall not be erected or placed or caused to be erected or placed on either side of the sewer or new length of sewer

(b) If the Authority at any time deem it advisable that the sewer or new lengths of sewer shall be diverted and/or reconstructed outside the bounds of the building the Authority shall be at liberty after giving to the Owner twenty eight days notice in writing and at the expense of the Authority to divert the sewer or new length of sewer and/or reconstruct the same in such position and at such a depth as the Authority may think fit and the Owner shall pay to the Authority any additional cost of such diversion and/or reconstruction together with any other costs charges and expenses which may be incurred by the Authority as a result of the existence of the building



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(c) The servants and agents of the Authority shall be entitled to enter on the premises and the building for the purpose of inspecting maintaining repairing cleansing renewing altering removing or enlarging the sewer or new length of sewer at any time after 24 hours' notice of their intention to do so or in case of emergency without notice and so far as may be necessary for any of such purposes to break up the whole or any portion of the building and premises and do all such acts as may be necessary for the execution of such work PROVIDED ALWAYS that as little damage as possible shall be done and the Authority shall reinstate the building at the conclusion of the said work

(d) The Owner will repay to the Authority on demand so much of the cost of any works carried out under paragraph (c) hereof as may be due:

(i) to damage caused to the sewer or new length of sewer by the erection or maintenance of the building or any machinery or plant thereover or

(ii) to the increased difficulty of executing such work in consequence of the existence of the building and the necessity (if such be the case) of disturbing and reinstating the same The certificate of the Nominated Officer as to all matters in relation to such extra cost shall be final and binding on the parties hereto

(e) The Owner shall not be entitled and shall not make any claim against the Authority in respect of any lost injury cost fees or expenses whatsoever which he may sustain by reason or in consequence of the settlement or subsidence of the soil in or under which the sewer or new length of 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 new length of sewer or any leakage into or from the sewer or new length of sewer or failure thereof or defect therein of any kind whatsoever so far as the same affects the building premises or any activity and will keep the Authority indemnified against all claims demands proceedings damages expenses costs or liability by or at the instance of any person or body in relation to or in connection with such buildings and the erection or maintenance thereof

(f) Any notice to be given by the Authority to the Owner in connection with this Agreement may be given under the hand of its Chief Executive Officer for the time being and any notice shall be deemed to be sufficiently served upon the Owner if forwarded to him at the address previously mentioned by Recorded Delivery post

(g) Any dispute or difference between the Authority and the Owner as to the construction of these presents or in any way arising thereout (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 Act 1950 or any statutory modification or re-enactment thereof for the time being in force shall apply

(h) The Owner shall disclose the existence of this Agreement in any Deed of Transfer Conveyance or Lease of the building or premises and a suitable Memorandum of this Agreement shall be endorsed on the appropriate documents of title

(i) The Owner will concur with the Authority in the registration of the conditions contained in this Deed if the title to the premises is registered in H M Land Registry by the entry of a Notice on the registered title and if the premises are unregistered as a D(ii) charge in H M Land Charges Register

(j) The Owner shall on the completion of this Agreement pay to the Authority the sum of Ten Pounds (£10.00) for the cost of the preparation thereof and shall pay the Stamp Duty thereon and on the duplicate thereof

IN WITNESS whereof the Authority has caused its Common Seal to be hereunto affixed and the Owner has hereunto set his hand and seal the day and year first before written.

THE COMMON SEAL of the WELSH WATER
AUTHORITY was hereunto affixed in
the presence of:

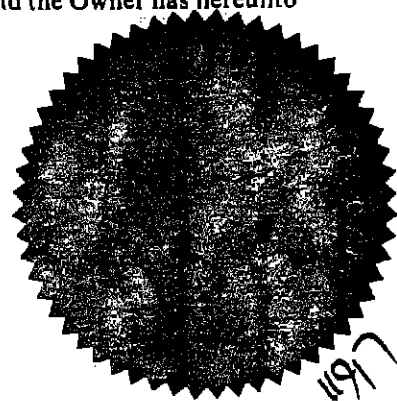
An Authorised Signatory

SIGNED SEALED and DELIVERED by the

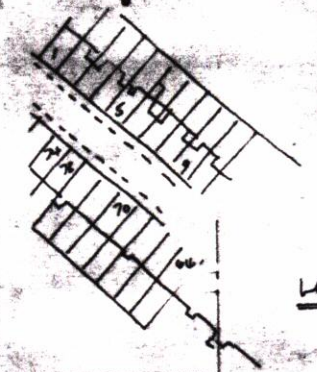
said P. PROTHEROE

in the presence of:

Pauline Protheroe
73, BLAENDOWLAIS,
DOWLAIS.
MERTHYR TYDFIL.



proposed single storey extension at 73, blaen dowlais, dowlais top.



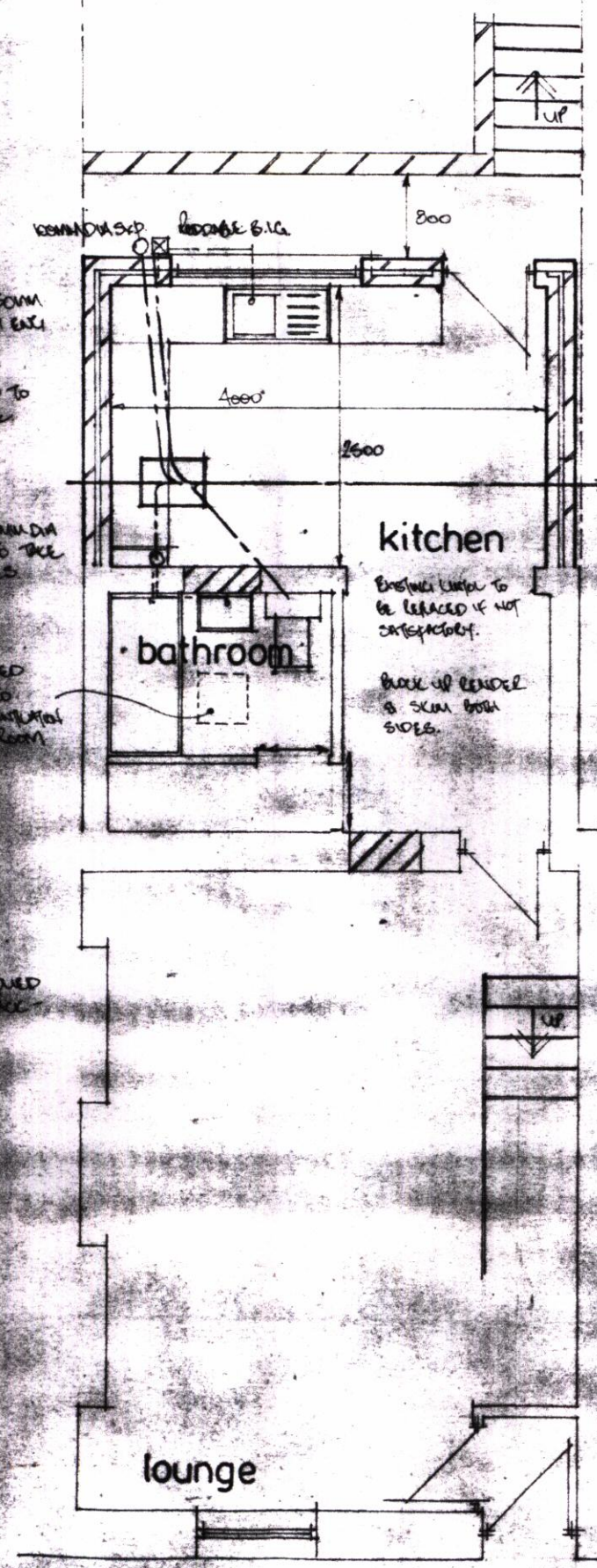
Location map (1:1250)

IN 100x450MM 1C BATT ON 50MM 1/2" CONCRETE SLAB IN 125MM EXIST. BLOCKWORK WITH DOUBLE SEALED TIGHTED DOWN COVER & TRAP. NEW DRAINING HOODING & PUE USED TO RUN WITH 100MM THK CONCRETE UNDER.

450MM HIGH 100MM DIA 50MM HOODING TO DRAIN & 100MM HOODING.

POSITION OF REARER VELUX ROOFLIGHT TO PROVIDE LIGHT & VENTILATION TO EXISTING BATHROOM.

DOMESTIC HOT WATER SUPPLIED BY EXISTING GAS FIRED BOILER.



proposed ground floor

36MM DIA ERIC WASTE WITH 15MM DEEP SEALED TRAP

ASSUMED USE OF EXISTING SEWER. SINKER TO LOCATE ACCURATELY PRIOR TO COMMENCEMENT. 100MM CONC. SURROUND WHERE IT PASSES UNDER EXTENSION.

TOOTH INTO EXISTING

kitchen

bathroom

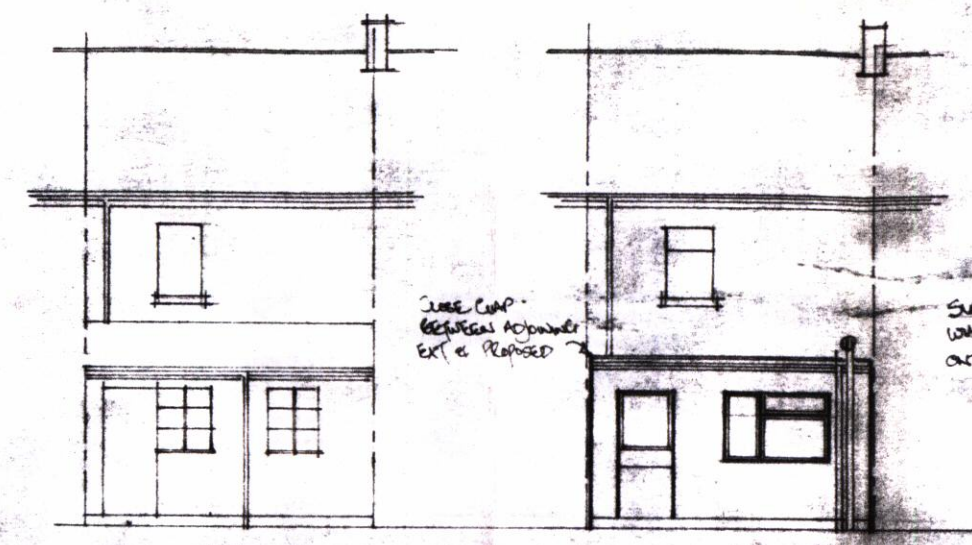
lounge

BRICK UP RENDER TO BE REBUILT IF NOT SATISFACTORY.

BRICK UP RENDER & SKIN BOTH SIDES.

LEAD FLASHING

100x150MM BRICKS ROW BACK TO EXISTING AT 1/2" C/S WITH CHALK JOINT HANDED SILLING.



existing rear 1:100 proposed rear

3/8" GAP BETWEEN ROOFING EXT. & REARER

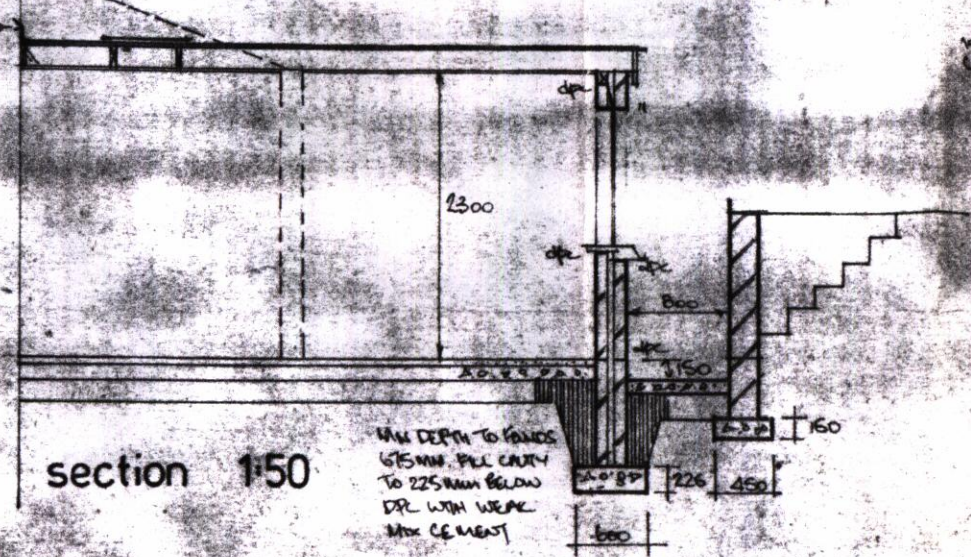
SLATE PAD EMBEDDED IN EXISTING WHERE MAIN ROOF WATER DISCHARGES ONTO NEW FELT ROOF.

Roof Details: (NEW EXTENSION & REPLACE EXISTING)
12.5MM ROUNDED RECTANGULAR CHIMNEYS BEDDED IN EQUIPMENT ON 3 LAYERS OF ROOFING FELT ON 15MM VERBLOC CHIPBOARD ON THATCHED FLEECES TO ESTABLISH FALL ON 150x50MM JOIST AT 450MM C/S. 100MM THK QUIET INSULATION LAYED BETWEEN JOISTS. PROVIDE VENTILATION TO JOISTS WITH 12MM AIR GAP AT EGGY LEVEL. 100x50MM VERBLOC MACHINED DOWN WITH CHALK STRIPS AT 1/2" C/S. 150x25MM FASCIA. CEILING 12MM FIBRECEMENT PLASTERBOARD WITH 15MM. GYPSUM UNTIL ALL OPENINGS.

Wall Details:
EXT. & INT. SURF. 100MM THK CONC. BLOCK WITH 50MM Cavity FILLED WITH ROCKWOOL INSULATION. EXT. CHALK WASH TIES AT 900MM C/S. HOLD & 450MM C/S YET & STAGGERED. PROVIDE LATERAL SUPPORT TO FRAMING WALLS WITH CHALK STRIPS AT 1/2" C/S. GYPSUM CEMENT AT EAVES WITH SUPPLEMENT.
EXTERIOR SURF. OF RENDER IN 2 COATS WITH INTERIOR FINISH SPARE RENDER EXT WITH 5MM RASTER. EXIST.

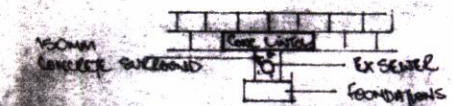
Floor Details:
50MM SL. SLEED ON 100MM THK 1/2" CONC. SLAB ON 100MM FIBRECEMENT ON 150MM MIN COMPACTED HARDWARE. - READ & LEVEL TO REAR CONCRETE. CONNECT DPM TO DPC'S.

REAR & EXISTING SHEETED ROOF. VELUX ROOFLIGHT FITTED TO MANUFACTURER'S INSTRUCTIONS TO EXISTING BATHROOM.



section 150

MIN. DEPTH TO FOUND. 150MM. DPL CARRY TO 225MM BELOW DPL WITH WEAR. MIN. CE. WEAR.



Base of extension & drainage (DIT)

GARDEN STEPS & RETAINING WALL 225MM THK CONC. BLOCK SET WITH 1/2" MIN WITH WEAR HOLES EVERY 100MM AT 100MM LEVEL. STEPS - TREADS 225MM. RISERS 200MM. WARDRAW 300MM ABOVE FINISH.

existing ground floor



L4



PLAN