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SEWER ADOPTION AGREEMENT

under Section 104 of the
Water Industry Act 1991
relating to sewers at

MOUNT ROAD, GORTON, MANCHESTER, M12 4GR

between

(1) ESP WATER LIMITED

and

(2) KELLEN HOMES LIMITED

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THIS AGREEMENT is made the 29 day of January 2026

BETWEEN

(1) **ESP WATER LIMITED (Company number 13495621),** a company registered in England and Wales and whose registered office is located at First Floor Kings Court, 41-51 Kingston Road, Leatherhead, Surrey, United Kingdom, KT22 7SL (the "**Undertaker**"); and

(2) **KELLEN HOMES LIMITED (Company number 12807501)** a company registered in England and Wales and whose registered office is located at: 105 Dalton Avenue Birchwood Park, Warrington, United Kingdom, WA3 6YF (the **"Developer and the Owner"**); and

WHEREAS

(A) The Code makes provision in relation to the terms and conditions of an agreement between the Parties for the adoption of Sewers and associated infrastructure in accordance with section 104 of the Act.

(B) This Agreement, together with its Schedules, has been drafted and agreed to meet the requirements of the Code and is the only agreement between the Parties in respect of the Works.

AGREEMENT:

The Parties have agreed as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

The following words have these meanings in this Agreement unless the contrary intention appears:

Accessories shall have the meaning as provided for in section 219 of the Act.

Act means Water Industry Act 1991, including any statutory modification or re-enactment thereof.

Agreement means this document including its Schedules.

Approval means an applicable licence, permit or other form of governmental of regulatory approval.

Asset Value means the agreed offer of payment made by the Undertaker to the SLP in relation to the adoption of associated infrastructure.

CDM means the Construction (Design and Management) Regulations 2015, as amended.

Code means the code for adoption agreements adopted by Ofwat, and which came into effect on 13 November 2017, as amended from time to time.

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Confidential Information for purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information. **DCG** means the design and construction guidance published pursuant to the Code as Appendix C to the Sewerage Sector Guidance from time to time.

Deposited Sum shall mean the deposit paid (if any) by the Developer as set out in Schedule 1 of this Agreement

Drawings shall mean, subject to any alterations in accordance with S.2 of Schedule 1 this expression shall mean those drawings calculations and other design or working drawings relating to the carrying out of the Works or any part or parts thereof.

Estate Roads means the roads or proposed roads which are or are intended to be maintained at public expense.

Final Certificate means the certificate issued under paragraph 8(a) of Schedule 1 by the Undertaker to the Developer confirming that:

(a) the Works have been constructed in accordance with this Agreement; and

(b) all defects notified to the Developer following final inspections by the Undertaker have been remedied to the Undertaker's satisfaction (acting reasonably). For the avoidance of doubt, the issue of the Final Certificate does not vest the Works in the Undertaker and they remain the responsibility of the Developer until a Vesting Declaration is issued.

Force Majeure means any event or circumstance not within the reasonable control of the person affected by it, which may include: (a) an act of God; (b) lightning, storm, flood, fire, earthquake, explosion, cyclone, tidal wave, landslide, adverse weather conditions; (c) strikes, lockouts, industrial or labour disputes or difficulties; and (d) war, whether declared or undeclared, revolution or act of public enemies, sabotage, riots, insurrections, civil commotion or epidemic.

Green Land means the land situated at Mellands Playing Fields, Mount Road, and which is shown edged green in the Layout Plan at Schedule 4 to this Agreement.

Inspection Fee shall mean the sum (if any) detailed in paragraph 20 of Schedule 1

Insolvency Event means where a Party:

(a) enters into a voluntary arrangement under Part I of the Insolvency Act 1986 or it enters into a scheme of arrangements with its creditors in satisfaction or composition of its debts;

(b) is appointed an administrator in accordance with Part II of the Insolvency Act 1986;

(c) is appointed a receiver or manager, including an administrative receiver in accordance with Part III of the Insolvency Act 1986, under the Law of Property Act 1925 or otherwise;

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(d) has an application or order made, proceeding commenced, a resolution passed or proposed in a notice of meeting, and application to a court made or other steps taken against or in respect of it (other than frivolous or vexatious applications, proceedings, notices or steps) for its winding up or dissolution or for it to enter into an arrangement, compromise or composition with or assignment for the benefit of its creditors, or class of them or any of them in accordance with Part IV of the Insolvency Act 1986;

(e) enters into a scheme of arrangement made in accordance with Part 26 of the Companies Act 2006;

(f) is struck off the register of companies or otherwise ceases to exist

Lateral Drains or Public Lateral Drains shall have the meaning as defined in section 219 and 106(A)(b)(i) of the Act.

Layout Plan means the plan(s) attached to this Agreement at Schedule 4 which shows the Site and the layout of the Works.

Law means a federal, state, local or other law, regulation, code, statute, rules, by-laws, industry standard obligation, or decree of any kind.

Maintenance Period means the period from the date of issue of the Provisional Certificate until the Works are vested in the Undertaker.

Party means a party to this Agreement and shall also include Parties.

Period of Construction means eight years, being the time estimated as needed to complete the construction beginning on the start date of sewer construction and ending on the date of the Final Certificate.

Personal Data means 'personal data' as defined in the GDPR.

Privacy Laws means all current and enforceable data protection legislation within the UK, including the UK Data Protection Act 2018, and other laws relating to privacy, data protection, surveillance, data security, direct marketing or the processing of Personal Data.

Protected Strip means the strip of land shown coloured yellow on the Layout Plan and, unless the contrary shall be stipulated or be clear from the Drawings or Layout Plan, the Protected Strip shall be six meters wide and shall lie one half to each side of the centreline of those parts of the Works which are not being constructed withing Estate Roads and/or public highways and any existing Sewers or Public Lateral Drains (other than any sewers or Lateral Drains which may be abandoned pursuant to this Agreement) as are shown on the Drawings or the Layout Plan and includes any part of the Protected Strip.

Provisional Certificate means the certificate issued under paragraph 8(d) or 8(e) of Schedule 1.

Sewer(s) shall have the same meaning as defined in section 219 of the Act.

Sewerage Sector Guidance means the documents published from time to time by the sewerage undertakers and which have been accepted by Ofwat as meeting the requirements of the Code.

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Site shall comprise of the Green Land and, if any, other land, on, under, in or through which the Works are proposed to be executed.

Specification means the civil engineering specification and other requirements specified by the Code and its applicable annexes, and further detailed in Schedule 3 of this Agreement, and subject to any further technical requirements agreed by the Undertaker and the Developer.

Vesting Declaration means a written declaration signed on behalf of the Undertaker vesting the Works in itself as public Sewer or Public Lateral Drains.

Working Day shall mean a day other than Saturday, Sunday, Christmas Day, Good Friday or a Day which is a bank holiday within the meaning of the Banking and Financial Dealings Act 1971.

Undertaker's Rights means all rights exercised by the Developer and/or granted to the Developer by the Owner in relation to the construction, use, maintenance, alteration, repair, and replacement of the Works together with rights relating to discharges therefrom to any Watercourse and, for the avoidance of doubt, any covenants that the Developer is subject to shall have no effect on the Undertaker.

Watercourse shall have the same meaning as defined in section 219 of the Act, but also including a canal, pond or lake.

Works means, subject to any alteration in accordance with paragraph 2 of Schedule 1, this expression shall mean all those Works being Sewers Lateral Drains pumping stations and Accessories and shall include valve chambers overflow chambers outfall structures and (where appropriate) balancing facilities as shown on the Drawings and includes any part or parts of the Works.

WRA means the Water Resources Act 1991.

1.2 Interpretation

(a) This Agreement is made pursuant to section 104 of the Act.

(b) The Interpretation Act 1978 shall apply for the interpretation of this Agreement as it applies to the interpretation of the Act of Parliament.

(c) If there is more than one person named as one of the Parties then any covenants agreements liabilities or statements made by that Party shall be deemed to be made by those persons jointly and severally.

(d) If there are no details shown against any one of the Party definitions then this Agreement shall be interpreted as if there was no such Party.

(e) In the event of there being separate parties defined as "the Developer" and "the Owner" then:

(i) the obligations in clause 2.2(a) of this Agreement and paragraph 20/21 of Schedule 1 relating to matters of title or conveyancing shall be obligations of the Owner and not of the Developer; and

(ii) in the event of default by the Developer in respect of any matter under this Agreement the obligations of the Developer shall also become obligations of the Owner and at the Undertaker's discretion may be enforced against either

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the Developer or the Owner until this Agreement is replaced by a further agreement entered into by the Owner and/or a different Developer provided that these obligations shall only apply to that part of the Green Land that they own.

(f) The provisions of this Agreement are personal to the Parties hereto save on the reconstruction or amalgamation of the Developer or on the appointment of another person as Undertaker for the area including the Site under the Act.

(g) This Agreement shall be governed and construed in accordance with the English Law. The Parties irrevocably agree that the English Courts shall have exclusive jurisdiction to settle any dispute which may arise out of, or in connection with this Agreement.

2. Application of this Agreement

2.1 Construction this Agreement

(a) The Provisions of Schedule 1, 2 and 3 shall apply in respect of the Works and all other matters therein contained as though the same had been set out in full in this Agreement.

(b) This Agreement is made in connection with the land on which the Works are being constructed and, at the date of execution, the Developer or the Owner as the case may be, warrant that they hold the freehold and/or leasehold interest in the land.

(c) This Agreement does not replace any requirement that the Undertaker may have in respect of the grant to it by any other Party of easements or rights or any kind in respect of any land identified as a Protected Strip.

2.2 Construction of the Works

(a) In respect of any part of the Works to be constructed in the Green Land, the Owner (if any) hereby consents to the exercise by the Developer of its rights under this Agreement and acknowledges that the Undertaker shall be entitled to carry out the Undertakers Rights following issue of the Vesting Declaration in addition to statutory rights that are exercised by the Undertaker pursuant to the Act.

(b) The Developer warrants that it has sufficient rights in the Green Land to enable the Works to be carried out and to permit the use repair maintenance and discharge therefrom and into any Watercourse prior to the date of the Vesting Declaration and to enable a valid and effectual declaration to be made in respect of the Works.

(c) The Developer hereby confirms that the title of the Owner have been examined and establishes that the parts of the Site where the Works are to be constructed are in their ownership at the date of this Agreement.

(d) The Owner acknowledge that the Works during and after their construction and until the issue of the Vesting Declaration belong to the Developer.

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2.3 Completion of the Works

(a) The Developer shall immediately upon completion of the Works (but without delaying whilst outfall connections to public Sewers or other Works are completed) forward to the Undertaker accurate 'as constructed' Drawings of the Works (including any agreed variations to the original Drawings).

(b) The Developer and the Owner (if any) hereby acknowledges that the Undertaker shall be entitled to carry out the Undertaker's Rights following issue of the Vesting Declaration.

2.4 General

(a) No statutory or common law rights and powers of the Undertaker or the Developer shall be affected by this Agreement.

(b) Nothing in this Agreement is intended to confer on any third Party (whether referred to herein by name class description or otherwise) any benefit or right to enforce a provision contained in this Agreement.

(c) The Developer shall upon request, supply to every purchase of land to be drained by the means of the Works a copy or summary of this Agreement. The Developer shall notify the parties if such a request has been made.

(d) The Developer or the Owner either own the freehold or the unexpired residue of not less than 200 years of a leasehold term or in the case of the Developer has sufficient interest in the Green Land within the Site to enable certain development in relation to the same including the construction of the Works to serve the said development.

(e) The Developer and the Undertaker warrant that they will carry out their respective obligations under this Agreement in accordance with the Sewerage Sector Guidance.

(f) In the event of a conflict between this Agreement and the Sewerage Sector Guidance, the provisions of this Agreement shall prevail and have effect.

2.5 Waiver of Rights

(a) No act or omission of one Party shall, by itself, amount to a waiver of any right or remedy of that Party, unless expressly stated in writing by that Party. Nor shall any reasonable delay in exercising any right or remedy by itself constitute a waiver of that right or remedy.

2.6 Variations

No amendment of this Agreement shall be effective unless made in writing and signed by or on behalf of both Parties. The Parties shall negotiate in good faith on the terms of any such amendment.

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2.7 Termination of Agreement

(a) The Undertaker may at its sole discretion terminate this Agreement by written notice if the Developer:
  (i) is subject to an Insolvency Event as referred to in paragraph 16 of Schedule 1 of this Agreement;
  (ii) materially breaches any term of this Agreement and it is possible to remedy that breach, but fails to do so within twenty (20) Working Days of being requested in writing to do so; or
  (iii) is in breach of the Bribery Act 2010, as amended from time to time, whereby the Undertaker may terminate this Agreement with immediate effect, on written notice.

2.8 Survival on Termination

(a) Termination of this Agreement shall not affect any rights or obligations which may have accrued prior to and including the date of such termination. Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

2.9 Assignment

(a) No Party may assign or transfer the benefit or burden of this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed, but no consent shall be required to an assignment or transfer which is necessary for the purposes of the solvent reconstruction or amalgamation of any of the Parties.

3.0 Confidentiality

(a) Each Party shall:
  (i) keep confidential all Confidential Information of the other Party which it receives in connection with this Agreement;
  (ii) not copy or reproduce any part of it without the prior written approval of the other Party, except as strictly necessary for the performance of its obligations under this Agreement;
  (iii) apply to it no lesser security measures and degree of care than those which it takes in protecting its own Confidential Information and in any event no less than that which a reasonable person or business would take in protecting its own confidential information;
  (iv) only use such Confidential Information as strictly necessary for the performance of, or exercise of its rights under this Agreement;
  (v) not disclose such Confidential Information to any third Party (other than its professional advisers, officers, employees, agents, contractors and subcontractors on a 'need to know' basis as strictly required for the purposes

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of this Agreement and subject to each such person being bound by an obligation of confidentiality equivalent to this paragraph 3.0); and

(vi) promptly, upon request and, in any event, upon termination of this Agreement (for whatever reason), return to the other Party all materials (in whatever form) incorporating, embodying or recording any such Confidential Information in its possession or control and, if requested by the other Party, certify in writing that it has done so.

(b) Either Party may disclose the other's Confidential Information to the extent required by law or by any court, tribunal, regulator or other authority with competent jurisdiction to order its disclosure (but only to the extent of such requirement).

3.1 Data Protection

(a) For the purposes of this paragraph 3.1, "controller", "personal data", "processing" and "appropriate technical and organisational measures" shall have the meanings as defined in Privacy Laws.

(b) The Parties acknowledge that processing of personal data may be required for the administration and performance of this Agreement and that Privacy Laws applies to such processing.

(c) Personal Data received by a Party under this Agreement shall be used for the administration and performance of this Agreement and not for any further purposes, unless the receiving Party has legitimate grounds as a controller under Privacy Laws and the processing complies with Privacy Laws.

(d) Each Party shall implement appropriate technical and organisational measures to keep the Personal Data secure and prevent unauthorised or unlawful processing and accidental loss, destruction or damage.

3.2 Compliance with Anti Bribery Requirements

(a) The Developer shall:

(i) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (the "Relevant Requirements");

(ii) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;

(iii) promptly report to the Undertaker any request or demand within 10 Working Days for any undue financial or other advantage of any kind received by the Developer in connection with the performance of this Agreement;

(iv) within (2) two months of the date of this Agreement, and annually thereafter, certify to the Undertaker in writing signed by an officer of the Developer, compliance with this paragraph 3.2 by the Developer and all persons

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associated with it and all other persons for whom the Developer is responsible. The Developer shall provide such supporting evidence of compliance as the Undertaker may reasonably request.

(b) The Developer shall ensure that any person associated with the Developer who is performing services or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Developer in this paragraph 3.2 (the "Relevant Terms"). The Developer shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to the Undertaker for any breach by such persons of any of the Relevant Terms.

(c) For the purpose of this paragraph 3.2, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this this paragraph 3.2, a person associated with the Developer includes but is not limited to any subcontractor of the Developer.

3.3 Force Majeure

(a) If any Party becomes unable to carry out its obligations under this Agreement due to a circumstance of Force Majeure, this Agreement shall remain in full force and effect except that all Parties' obligations (other than obligations as to payment) shall be suspended without liability for a period equal to the circumstance of Force Majeure provided that:

(i) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

(ii) no obligations of either Party that arose before the Force Majeure causing the suspension of performance are excused as a result of the Force Majeure; and

(iii) the non-performing Party shall use all reasonable efforts to remedy its inability to perform.

3.4 Entire Agreement

(a) This Agreement constitutes the entire agreement between the Parties and supersedes any previous agreement or arrangements between the Parties in respect of the subject matter of this Agreement.

3.5 Counterparts

(a) This Agreement may be entered into in the form of two or more counterparts, each executed by one or more of the Parties but, taken together, executed by all and, provided that all the Parties so enter into this Agreement, each of the executed counterparts, when duly exchanged and delivered, will be deemed to be an original, but, taken together, they will constitute one instrument.

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EXECUTED by the Parties hereto the day and year first before written.

Executed as a deed by Lauren Diederich)
as attorney for **ESP WATER LIMITED**)
under a power of attorney dated)
6 October 2025)
in the presence of:)

..... [redacted] ...
Attorney

Name of witness: YUSUF CHOUDHURY
(in BLOCK CAPITALS)

Signature of witness: ..... [redacted]

Address: First Floor, Kings Court 41-51 Kingston Road Leatherhead, Surrey KT22 7SL

.....

Occupation: Paralegal

Signed on behalf of KELLEN HOMES LIMITED

acting by a Director

Signature:

Full Name:

in the presence of:

Name of witness: .....

Signature of witness: .....

Address: .....

.....

Occupation: .....

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Schedule 1 – Provisions applicable to the Works

1. Construction of Works

If the Developer proceeds with the Works it shall at its own expense properly construct and complete them in accordance with the Drawings and the Specification (and which Drawings and Specification shall be deemed to be part of this Agreement) or as varied by virtue of the powers contained in paragraph 2 of this Schedule and the statutory provisions for the time being relating to new Sewers and to the reasonable satisfaction of the Undertaker in the positions and to the extent shown within the Drawings and indicated by coloured lines and symbols as to foul and surface water sewers in accordance with Appendix VII of the DCG.

2. Minor Variations

The Developer shall not vary the Works nor make any additional connections not shown on the Drawings without first obtaining the Undertaker's written consent (such consent not to be unreasonably withheld or delayed).

3. Consent to discharge

(a) In the case of a discharge from any part of the Works to controlled waters as defined by the WRA the Developer shall:

(i) before commencement of any Works make application for and obtain any necessary consent to such discharge from the relevant pollution control authority and if appropriate the relevant land drainage authority and comply with the conditions relating to their consent provided however that the Developer shall not agree to conditions without the prior approval of the Undertaker (which approval shall not be unreasonably withheld or delayed) and shall if required by the Undertaker appeal against the same or any of them within the period provided within the WRA for the lodging of an appeal; and

(ii) transfer the consent to discharge referred to in paragraph 3(a)(i) to the Undertaker immediately prior to the issue of the Vesting Declaration.

(b) If any part of the Works is intended to discharge into any Watercourse which is owned by or comprises part of the undertaking of a Navigation Authority (as defined in the WRA) (otherwise than a natural Watercourse and whether the same is navigable or not) the Developer shall before the commencement of any of the Works which would drain to such Watercourse obtain the consent of the Navigation Authority to such discharge but shall not agree to any conditions relative to such consent without the prior approval of the Undertaker (such consent not to be unreasonably withheld or delayed).

(c) In the case of a discharge to an estuary or coastal waters the Developer shall before the commencement of any of the Works obtain requisite consents or Approvals.

(d) If the Works are to discharge to land (including any Watercourse) owned by any of the Undertakings listed in Schedule 13 Part 1 of the Act the conditions referred to in paragraph 3(b) above shall (so far as the context admits) apply to the Works.

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4. Notification of Intended Commencement

(a) The Developer shall give the Undertaker at least seven Days' written notice of the date on which it intends to commence the Works and shall with such notice submit to the Undertaker for inspection such plans Drawings and other design or working Drawings not previously submitted to the Undertaker and which relate to the carrying out of the Works as the Undertaker may require and shall not commence construction until the Developer has completed this Agreement (unless otherwise agreed with the Undertaker) and supplied to the Undertaker a copy of the relevant form relating to the registration of the Site for CDM purposes and the Site has been inspected by the Undertaker, which the Undertaker agrees to perform within fourteen Working Days of the receipt of the notice under paragraph 4(a) above.

(b) Notwithstanding paragraph 4(a), the Developer may commence Works following the expiry of such fourteen Working Day period if the Undertaker has failed to carry out the inspection as detailed in paragraph 4(a).

5. Period of Construction

(a) The Developer shall construct and complete the Works within the Period of Construction and all parts of the Works, including all outfalls and all connections to existing public Sewers shall be completed and in working order before any foul or surface water drainage is discharged from any building or property served by the Works provided always that if the Developer shall comply with any revised standards for any part of the Works which have been notified to the Developer in writing by the Undertaker.

Provided always that all reasonable and properly incurred costs incurred during the period of construction shall be borne by the Developer, this includes any third-party charges and one-off application fees relating to surface water discharges. If there are any known ongoing charges that ESP agree to take on, then ESP reserves the right to amend the AV in line with the aforementioned charges.

6. Building over

(a) The Developer shall not build plant or place anything over or within three metres measured horizontally from the centre line of any Sewer or Lateral Drain which are to be included in the Vesting Declaration (or such other distance as may be reasonably specified by the Undertaker) without the written consent (such consent not to be unreasonably withheld or delay) of the Undertaker provided that consent shall be deemed to be refused if consent is not given within ten Working Days provided also that this condition shall not apply to anything shown on the Drawings or the Layout Plan within the Protected Strip.

7. Backfilling

(a) The Developer shall notify the Undertaker in writing before covering up any part of the Works.

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(b) Upon receiving such notice the Undertaker shall if it thinks fit arrange with the Developer to inspect the Works and such inspection being on reasonable notice to the Developer.

(c) If the Developer fails to give notice in accordance with paragraph 7(a) or fails to comply with arrangements under paragraph 7(b), the Developer shall be liable for the full cost of reopening the Works even if the same are found to comply with this Agreement.

(d) Provided notice is given in accordance with paragraph 7(a), should the Undertaker fail to comply with arrangements under paragraph 7(b) (unless prevented from so doing because of circumstances beyond its control) the Developer may cover in the Works on the condition that:

(i) Without prejudice to paragraph 7(a) to 7(d) inclusive, the Developer shall at any time, if requested to do so by the Undertaker in writing, open up the Works for inspections; and

(ii) If the Developer fails to comply with such request within any time limit specified by the Undertaker the Undertaker may open up the Works and then if any part of the Works are found not to comply with the terms of this Agreement the Developer shall repay to the Undertaker on demand all reasonable and properly incurred costs the Undertaker incurs in opening up and re-covering the Works but in any other case and provided due notice has been given the costs of opening up the Works shall be borne by the Undertaker

(e) For the avoidance of doubt the provisions of paragraph 10 (relating to access to the Works) are to be read in conjunction with this paragraph.

8. Provisional and Final Certificates

(a) If following inspection of the Works pursuant to the Procedures, the Undertaker is of the opinion that the Works have been completed (including all outstanding remedial works) in accordance with this Agreement it shall issue a certificate to the Developer to that effect.

(b) The Works shall be deemed completed when:

(i) They have been constructed in accordance with this Agreement; and
(ii) A majority (which shall mean 51% or more) of the premises within the Green land and intended to be served by the Works are occupied; and
(iii) All necessary connections or other things have been made or done whereby such occupied premises may be properly drained; and
(iv) The Developer has supplied to the Undertaker:

a. two full sets of ‘as constructed’ drawing and sections showing the completed Works and Sewers by line colours and symbols in accordance with Appendix VII of the DCG; and
b. two sets, or more if requested, of operating instructions and/or maintenance manuals for any pumping station; and
c. two sets of any information required under any local practice or Undertaker technical requirements relating to particular types of surface water Sewer.

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(c) If so requested by the Developer, the Undertaker may at its discretion issue one or more certificates in respect of any substantial part or parts of the Works that have been completed to its satisfaction.

(d) The Undertaker may issue a Provisional Certificate when it considers it appropriate or if requested to do so by the Developer.

(e) The Undertaker may issue a Provisional Certificate subject to conditions which must be discharged before the Works are vested as public Sewers

(f) Where in a certificate issued in accordance with paragraph 8(a) the Undertaker identifies in writing to the Developer remedial work required to be carried so that the Works comply with the requirements of this Agreement and by the expiry of six months from the date on which the Developer receives the remedial works' notice the Developer has failed to carry out such remedial work:
   (i) The Undertaker may issue notice to complete the Works within a reasonable period, not exceeding six months specifying the areas of non-compliance with the requirements of this Agreement.
   (ii) The reasonable and properly incurred costs of such work shall be borne by the Developer.
   (iii) The Developer will confirm in writing once the works have been completed.
   (iv) if within the period referred to in paragraph 8(f)(i) the works have not been carried out to the reasonable satisfaction of the Undertaker the Undertaker shall so inform the Owner
   (v) Following the giving of such notice to the Owner the Undertaker may carry out the necessary remedial works and the Developer shall be liable for the reasonable costs so incurred by the Undertaker.

(g) Any notice from the Undertaker in accordance with paragraph 8(f) shall be provided to the Developer.

(h) The Developer shall notify the Undertaker as soon as reasonably practicable on completion of any works carried out to remedy defects identified in paragraph 8(f).

9. Maintenance Period

(a) During the Maintenance Period, the Developer shall at its own expense maintain repair and otherwise keep the Works in good working order and repair to the reasonable satisfaction of the Undertaker unless the Undertaker shall declare that any required maintenance and/or repair is an emergency in which case the Developer shall carry out the said maintenance and/or repair as soon as reasonably practicable

10. Access to the Works and consequences of inspections

(a) The Developer shall arrange for the Undertaker to have access to the Works and the Site upon reasonable notice at all reasonable times (but without notice and at any time in case of an

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emergency) and in particular shall at its own cost provide all relevant plant equipment (including safety equipment) signing guarding lighting and personnel whilst the Undertaker is on the Site for the purpose of carrying out inspections under this Agreement.

(b) Following an inspection under this Agreement, the Undertaker may make recommendations to the Developer as to the design or construction of the Works, but no such recommendations shall affect the obligations of the Developer under this Agreement or limit the rights of the Undertaker under paragraph 8(a) and 12(a) or otherwise.

11. Undertaker's right to repair

(a) If at any time before the issue of the Final Certificate the Developer shall fail to construct and maintain the Works in accordance with this Agreement the Undertaker shall (as agent of the Developer) be entitled at its entire discretion to construct complete make good and maintain such part or parts of the Works as may be necessary in the opinion of the Undertaker after first giving not less than ten days' notice in writing to the Developer (unless the Undertaker declares that any required construction and/or maintenance is an emergency in which case the Undertaker may carry out the said construction and/or maintenance immediately) and the Developer shall upon demand within 10 Working Days pay to the Undertaker the cost thereof including the necessary cost of the preparation and service of such notices and of necessary administration as certified by the Undertaker including professional fees and other expenses reasonably and properly incurred.

12. Final Certificate

(a) The Undertaker shall (subject to the Developer complying with the terms of this Agreement and to the terms of the proviso immediately below) and following a final inspection arranged in accordance with the Procedures within twelve months of the date of the Provisional Certificate or if later the date on which defects notified by the Undertaker in paragraph 8(f) have been remedied issue a Final Certificate but the Undertaker shall not be required to issue such a certificate until the Developer has proved to the Undertaker that it owns or has sufficient rights in the Site to enable the vesting of the Works to take place and the Undertaker is satisfied that:

(i) the Works have been constructed and completed in accordance with the Drawings and the Specification to its reasonable satisfaction and have been maintained by the Developer during the Maintenance Period and any defects or damage arising or work required in connection with the Works during that period and prior to the date of the Final Certificate have been made good by the Developer to the reasonable satisfaction of the Undertaker;

(ii) no building or structure save as permitted in paragraph 6 of this Schedule has been erected within the Protected Strip or on or over land within three metres of any part of the Works not falling within the Protected Strip (or such other distance as may be reasonably specified by the Undertaker in respect thereof) measured horizontally from the centreline of any such Works without the written consent (such consent not to be unreasonably withheld or delayed) of the Undertaker and, access to any part of the Works with or without vehicles plant or equipment is not obstructed;

(iii) where any part of the Works is shown in the Drawings discharging to an existing public Sewer that part of the Works has been connected properly and directly and in the manner shown in the Drawings to a Sewer having the status of a public Sewer;

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(iv) where any part of the Works is shown in the Drawings discharging to a Watercourse that part does discharge properly and directly to the Watercourse in the manner shown in the Drawings and in accordance with any necessary consents or Approvals; and

(v) the Developer has complied with all requirements of the Undertaker in pursuance of clause 2 of the Agreement and paragraphs 3, 19 and 21 of this Schedule.

(b) The Undertaker shall not be obliged to issue a Final Certificate while:

(i) any dispute exists between the Developer and any third Party concerning the Works; or

(ii) any connection remains whereby surface water or groundwater may enter a foul water Sewer or foul water may enter a surface water Sewer.

(c) In order that a Final Certificate may be issued in respect of the Works to the Undertaker:

(i) The Developer shall no later than 10 (ten) months after the issue of the Provisional Certificate supply to the Undertaker the relevant section (relating to drainage) of the CDM Health and Safety File;

(ii) The Undertaker shall within 21 (twenty-one) Days after any inspection of the Works made during the Maintenance Period advise the Developer in writing of any defects or damage arising or work required in connection with the Works needing rectification or completion before the issue of the said Final Certificate provided however that:

a. If the said plans and sections or records provided by virtue of paragraph 8(b)(iv) do not adequately and accurately show the Works to the reasonable satisfaction of the Undertaker, it may require the Developer to provide at the Developer's own cost, corrected plans and section or records, as the case may be;

b. The Undertaker shall be under no duty to issue the Final Certificate until it is satisfied that the Developer has complied with paragraph 12(c)(i).

(d) Notwithstanding the provisions of this paragraph the Undertaker shall not be obliged to issue the Final Certificate until all intervening private Sewers which link the Works to the receiving public sewerage system are themselves public Sewers

(e) For the avoidance of doubt the provisions of this Schedule in relation to maintenance or repair of the Works whether by the Developer or otherwise shall apply until the issue of the Final Certificate even though such issuing may be delayed by the preceding sub-paragraph.

(f) Where following a notice given under paragraph 8(c) no remedial works are identified under paragraph 8(f), the Undertaker shall effect vesting under paragraph 13 within twelve months from the date of the Provisional Certificate, subject to the fulfilment of the other requirements of this paragraph 12.

13. Vesting

The Undertaker shall within 7 (seven) Days after the issue of the Final Certificate, issue a certificate of vesting of the Works in itself in circumstances where the Final Certificate does not itself vest the Sewers in the Undertaker.

14. No duty to the Developer

Nothing in this Agreement shall imply any obligation on the part of the Undertaker to the Developer or to any other person to ensure that the Works or any part or parts of the same are properly constructed.

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15. Indemnity to the Undertaker by the Developer

The Developer indemnifies the Undertaker against all actions, costs, claims and demands which may be made against them, jointly or separately in connection with the construction and completion of the Works and those matters referred to in clauses 2.2, 2.3, 2.4 and paragraph 21 of Schedule 1 of this Agreement provided that the said actions, costs, claims or demands shall have arisen not later than the vesting of the Works in the Undertaker unless those actions, costs, claims or demands relate to the ownership of the Site and the Undertaker shall:

15.1 notify the Developer as soon as practically passible upon receipt of any claim, cost, action or demand;

15.2 not action, progress, defend or settle any such claim, action, cost or demand without first giving details of such claim, action, cost or demand to the Developer and allow the Developer the opportunity to make representations to the Undertaker as to the validity and quantum of such claim, action, cost or demand;

15.3 permit the Developer to make such investigations and/or tests as the Developer may reasonably deem necessary to verify such claims, actions, costs or demands.

16. Termination for Insolvency Events and failure to perform

If the Developer shall fail to perform any of the conditions and obligations contained in this Agreement or shall be adjudicated bankrupt or shall go into receivership or liquidation voluntarily or otherwise or shall execute a deed of assignment or arrangement for the benefit of or otherwise compound with its creditors (except for the purpose of re-construction or amalgamation) the Undertaker may without prejudice to its other rights remedies and powers against the Developer for such non-performance or non-observance by notice in writing to the Developer terminate this Agreement and upon such notice being served this Agreement shall immediately terminate but without prejudice however to the obligations of the Developer to the Undertaker under paragraph 20 and 21 of this Schedule and of the rights of the Undertaker under paragraph 11 of this Schedule.

17. *Not Used*

18. Dispute Resolution

(a) All questions, disputes, claims or differences which may arise at any time in relation to this Agreement (the distance or distances specified in paragraph 6 and 12(a)(ii) of this Schedule 1 and the decision of the Undertaker in paragraph 8(c) of this Schedule 1 excepted or the reasonable and properly incurred costs of any work carried out pursuant

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to paragraph 11 of this Schedule 1 also excepted) shall be referred in the first instance to the Authorised Representatives (details of which are located at paragraph 18(c)of the Parties who will attempt in good faith to resolve any issue but failing resolution within 10 Days may be referred with the agreement of the Parties to mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure provided that:

- any decision made jointly by the Authorised Representatives shall be final ad binding unless the Parties agree otherwise
- any decision jointly made by the Senior Representatives shall be final and binding unless the Parties otherwise agree, once it has been recorded in writing and signed by each Senior Representative

(b) If the Parties in dispute do not agree upon mediation within 5 Days' of such a reference or have not settled the dispute by mediation within 2 months of the initiation of the mediation, the dispute shall be referred to the decision of a single arbitrator mutually agreed upon or, failing such agreement within 10 Days, to be appointed by the President for the time being of the Chartered Institute of Arbitrators on the application of any of the Parties in dispute and such arbitration shall be carried out in accordance with and subject to the applicable provisions of the Arbitration Act 1996.

c) The Parties hereby appoint the following as their authorised representatives ("Authorised Representatives):

		Name	Position	Email/Phone
Developer/ Owner	(1)Representative	Stephen Green	Technical Director	07907574477
	(2)Senior Representative	Pete Ackerley	Finance Director	07745 543960
Undertaker	(1)Representative	legal@espug.com		legal@espug.com
	(2)Senior Representative	legal@espug.com		legal@espug.com

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d) Changes to the details of the Parties Authorised Representatives must be notified, in writing to all Parties within 48 hours of any change taking effect.

19. Notices

Any notice to be served on or Drawings to be supplied or submitted to the Undertaker shall be delivered or posted to the Undertaker's registered office or other address as may be notified from time to time and any notices to be served on the Developer may be delivered or posted by pre-paid letter to its last known address (or being a limited company to its registered office or to its last known registered or head office) or place of business.

20. Fees

The Undertaker shall be paid the following fees: *All prices are exclusive of VAT.*

Sewer Asset Adoption Fee Schedule		Cost (£)
S104 Fees	Technical Assessment (networks & SuDS) note 1	Note 1
Bond (Cash)	Gravity Sewers	NIL
	Pumping Stations	NIL
Inspection Fees	Pumping Station (WPS) Design approval – per WPS note 2	Note 2
	Pumping station Handover checks – per WPS note 3	Note 3
	Per site inspection visit [by ESP]	N/A
Legal Fees	S104 Agreement	NIL
	Land Transfer / Easement	NIL
Third Party Discharge Fees	Consent / Permit / Licence fees payable to Local Authority / IDB / EA / LLFA / CRT etc..)	[Payable by Developer]

(a) *Our approach, wherever possible, is to <u>not</u> levy additional charges where the site is of a typical design & standard complexity. Where the design is non-standard and would require ESPW to obtain specialist resources to approve designs then these may be passed onto to the Developer; should additional fees be payable then ESPW will advise the Developer either within the site Asset Adoption Agreement or at Design Approval.*

*Note 1 The '*Technical Assessment (networks & SuDS*)' fee is only required for complex surface water networks that requires 3rd party design approval. This would typically be no more than*

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*£3,000. If the design is standard, then no '*Technical Assessment (networks & SuDS*) fees would apply.*

If the site contains one (or more) pumping station(s) that are not designed and installed by ESP Water's preferred pump supplier then ESP Water will recover direct 3rd party costs incurred for design approval handover & inspections. If the site does not contain a pumping station, then no 'Inspection fees' will apply. All pumping stations are required to have telemetry installed and operational to EPS Water required standards and have a service history before the pumping station can be vested.

Note 2 The WPS design approval fee: this will be charged at cost, typically £2,600 per pumping station (2022 prices), and
Note 3 The handover and inspection fee: this will be charged at cost, typically £1,500 per pumping station (2022 prices).

21. Transfer of land and maintenance arrangements

(a) The Developer shall before the Works are vested in the Undertaker at the request of the Undertaker execute or secure the execution (at no cost to the Undertaker whether by way of consideration costs or disbursements whether such costs or disbursements be incurred by the Undertaker or by any other Party) of:

(i) a transfer to the Undertaker transferring to the Undertaker (if so required by the Undertaker) the title absolute, free from any covenant, easement, exception, reservation (other than a reservation of rights necessary for the Developer to maintain the Works until the issue of the Vesting Declaration) or other incumbrance of the land forming the sites of pumping stations outfall structures or of any balancing facilities (excluding above ground balancing facilities that do not form part of the Works) that form part of the Works together in each case with all rights necessary to gain access thereto with vehicles and the transfer deed shall contain the following agreement and declaration together with the covenant and indemnity in the form shown below:

"It is hereby agreed and declared that this Transfer of the Property shall not vest in the Undertaker the Works (as defined in the related sewer adoption Agreement) until the same are subsequently vested in the Undertaker".

"The Transferor covenants with the Transferee that until such time as the Sewers are vested in the Undertaker pursuant to Section 104 of the Water Industry Act 1991 it will indemnify the Transferee from and against all actions costs claims demands proceedings and expenses whatsoever in respect of the use and occupation of the Property or the presence of the Sewers".

Note: "the Sewers" to be defined as "*any Sewers pumping station or accessories thereto on over or under the Property"*

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(ii) adequate administrative arrangements agreed in writing by the Undertaker for the maintenance and permanence of any balancing facility which is not to be vested in the Undertaker; and

(iii) a deed of grant of easement incorporating the rights and covenants contained in form annexed at Schedule 2 hereto in the event that the Undertaker considers it reasonably necessary and appropriate for the future protection of the Works and any discharges therefrom to any Watercourse or any balancing facility which is not to be vested in the Undertaker.

(b) The Undertaker hereby agrees to pay to the Developer an amount equal to any Value Added Tax ("**VAT**") to which the Developer becomes properly accountable by virtue of those Works to be vested in the Undertaker (if and insofar as such vesting is a 'supply' for VAT purposes) provided however that the Developer shall have submitted to the Undertaker a VAT-only invoice in respect of the same and a copy of the Vesting Declaration issued to it by virtue of paragraph 13.

22. Obligation in respect of the Deposited Sum

(a) If the Developer shall fail to observe or perform any of his obligations according to this Agreement the Developer will pay to the Undertaker any expenditure which the Undertaker may reasonably incur in accordance with this Agreement by reason of the failure of the Developer aforesaid.

(b) In the event of non-payment by the Developer within a period of 14 (fourteen) days after demand of any amount payable to the Undertaker under this Agreement the Undertaker shall without prejudice to the obligation of the Developer under paragraph 22(a) have the right to appropriate out of the Deposited Sum any such amount or the balance thereof remaining unpaid.

23. Repayment of the Deposited Sum

The Undertaker shall upon vesting of the Works, and subject to the Developer having secured in favour of the Undertaker such transfers of land, together with the rights referred to in paragraph 21 of this Schedule as may have been required by the Undertaker, repay the Deposited Sum or the balance remaining thereof.

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Schedule 2 – Rights and covenant to be incorporated in a deed of grant of easement or transfer.

Rights and Covenants to be Incorporated in a Deed of Grant of Easement pursuant to S.21.1.3 of the First Schedule

Definitions

"**the Undertaker**"	means ESP Water Ltd and its successors in title
"**the Apparatus**"	means the foul and/or surface water Sewers Lateral Drains and any accessories thereto as defined by Section 219 of the Water Industry Act 1991 as are within the Protected Strip defined below
"**the Protected Strip**"	means that strip of land that may be shown on the plan or plans being annexed hereto (and detailed in Schedule 4) and thereon coloured yellow and (unless the contrary shall be stipulated or be clear from the plan) the Protected Strip shall lie one half to each side of the centreline of the Apparatus
"**the Dominant Tenement**"	means the undertaking of the Undertaker within its area as particularised in the Undertaker's "Instrument of Appointment" as a Sewerage Undertaker and taking effect under the Water Act 1989 and the properties and rights forming part thereof

1. Rights

The Grantor hereby grants with full title guarantee in consideration of the Undertakers Covenants the following perpetual rights ("**the Rights**") to the Undertaker for the benefit of the Dominant Tenement and each and every part thereof:

(a) The right of having retaining using inspecting the condition of reconstructing replacing relaying altering enlarging maintaining cleansing repairing conducting and managing the Apparatus in through under over or upon the Protected Strip (being the servient tenement) together with the right of having and enjoying the free flow and passage of water with or without other matter of any kind whatsoever through and by means of the Apparatus as existing from time to time in through under over or upon the Protected Strip and to discharge from the Apparatus into any canal pond lake or Watercourse (as defined in section 219(1) of the Water Industry Act 1991) within or adjacent to the Protected Strip in compliance with the terms of any statutory consent granted in relation thereto and to increase or decrease such discharge and for such discharge to flow along and within the said canal pond lake or Watercourse and the right at any time to take samples of such discharge.

(b) For the purposes hereof and in particular for the purposes mentioned in Paragraph (a) of this Schedule (and for similar purposes in relation to any connected length of pipes or works incidental thereto) the right at any time and at all times in the day or night-time with or without vehicles plant machinery servants contractors and others and all necessary

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materials to enter upon and pass and re-pass along the Protected Strip by a route within the same or by such (if any) other convenient route from a public highway as the Undertaker shall with the approval of the Grantor (which shall not be unreasonably withheld or delayed) from time to time require doing and occasioning no unreasonable damage thereto or to the Grantor's adjoining land.

(c) The right of erecting on or near the Protected Strip and maintaining any necessary markers indicating the Protected Strip or the position of the Apparatus provided the same are not erected in such a position as to unreasonably affect the beneficial use of the Protected Strip.

(d) The right in exercising the Rights to make all necessary excavations and to tip soil on land immediately adjoining such excavations as shall be necessary or desirable in relation to the exercise of the Rights.

(e) The right of fencing or severing off such part of the Protected Strip from the adjoining and adjacent land of the Grantor as shall be necessary and for so long as may be necessary during the exercise of the Rights.

(f) The right of support for the Apparatus from the subjacent and adjacent land and soil including minerals of the Grantor.

(g) The right to remove all or any trees and shrubs growing in the Protected Strip and any walls hedges and fences thereon.

2. Grantors Covenants

The Grantor to the intent that the burden of this covenant may run with the Protected Strip and so as to bind (so far as practicable) the same into whosesoever hands the same may come and every part thereof and to benefit and protect the Apparatus and the Dominant Tenement and each and every part thereof capable of being so benefited or protected but not so as to render the Grantor personally liable for any breach of covenant committed after the Grantor has parted with all interest in the land in respect of which such breach shall occur hereby covenants with the Undertaker to observe and perform the following covenants:

1. Not to use or permit or knowingly suffer to be used the Protected Strip or any adjoining or adjacent land of the Grantor for any purpose that may:

1.1 endanger injure or damage the Apparatus or render access thereto more difficult or expensive; and

1.2 adversely affect the quality of water or other matter therein or free flow and passage thereof or means of communication along or through the same.

2. Without prejudice to the generality of the foregoing:-

2.1 not to erect construct or place any building wall or other structure or erection or any work of any kind whether permanent or temporary on the Protected Strip;

2.2 not to withdraw support from the Apparatus or from the Protected Strip;

2.3 not to undertake or cause or permit to be undertaken any piling or percussive Works within the Protected Strip;

2.4 not to alter the ground levels within the Protected Strip;

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2.5 not to plant or cause or permit to be planted any trees or shrubs in the Protected Strip; and

2.6 not to construct or lay or cause or permit construction or laying of any street road pipe duct or cable across the Apparatus at an angle of less than forty-five degrees formed by the Apparatus and the street road pipe duct or cable provided that this prohibition shall not apply to an existing street road pipe duct or cable.

3. To advise any tenant or future tenant of the Protected Strip of the existence of the Apparatus and of this Deed and its contents insofar as the same relate to the tenant's occupancy and enjoyment of the Protected Strip.

4. The Undertaker shall have the benefit of the right to enforce these Rights and Covenants pursuant to The Contracts (Rights of Third Parties) Act 1999.

5. Notwithstanding the earlier exercise of the Rights or earlier enforcement of the Covenants the Apparatus shall not vest in the Undertaker until it has issued a Vesting Declaration vesting the Apparatus in itself pursuant to Section 102 of the Water Industry Act 1991.

3. Undertakers Covenants

The Undertaker hereby covenants with the Grantor with the intent to bind its successors in title:

1. that it shall so far as is reasonably practicable make good any damage caused to the Grantor’s Property as a result of the Undertaker exercising the Rights or paying proper compensation for any damage not made good to the same; and

2. to indemnify the Grantor from and against any claims demands liabilities proceedings damages losses costs charges and expenses which arise as a result of a breach of the Undertakers covenants or any damage or omission arising as a direct result of the Undertaker exercising the Rights for up to £10,000,000 (TEN MILLION POUNDS) in relation to any one claim or series of related claims.

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Schedule 3 – The civil engineering specification and other requirements and any further technical requirements agreed by the Undertaker and the Developer.

- Water UK - Sewers for adoption
- Water UK Sewer Sector Guidance
- Civil Specification for the Water Industry (CESWI)

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Schedule 4 – The Layout Plan (showing the Site and the layout of the Works).

Drawing(s) referenced:

- 30571/13 revision D, Section 104 Agreement Layout dated 05/03/2025 by Ironside Farrar

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Surface Water Manhole Schedules

Manhole No.	Cover Level	Invert Level
S1	61.500	60.100
S2	61.507	60.138
S3	62.237	60.344
S4	62.950	60.530
S5	62.900	60.622
S6	63.446	60.833
S7	63.843	61.061
S8	64.449	61.210
S9	64.949	61.335
S10	64.512	61.428
S11	64.236	61.495
S12	64.165	61.448
S13	63.671	60.905
S14	63.590	60.776
S15	63.462	60.901
S16	63.460	61.053
S17	63.601	61.109
S18	63.480	61.266
S19	63.727	61.394
S20	63.980	61.348
S21	63.251	90.927
S22	63.834	61.074
S23	64.005	61.143
S24	64.192	61.222
S25	64.101	61.140
S26	63.641	61.030
S27	63.562	61.105
S29	62.300	58.982
S30	62.150	59.059
S31	62.150	59.094
S32	61.614	59.233
S33	62.535	59.380
S34	62.703	59.440
S35	63.253	59.560
S36	63.524	59.692
S37	62.353	59.505

Foul/Combine Water Manhole Schedules

Manhole No.	Cover Level	Invert Level
C1	64.100	61.575
C2	61.450	57.209
F1	64.051	61.739
F2	64.922	62.650
F3	64.412	63.012
F4	64.520	62.867
F5	61.450	58.059
F6	62.503	58.720
F7	62.705	58.909
F8	63.261	59.228
F9	63.405	59.330
F10	63.422	59.706
F11	63.613	60.040
F12	63.212	60.311
F13	63.459	60.600
F14	63.793	62.350
F15	63.657	60.811
F16	63.208	60.350
F17	63.391	60.654
F18	63.505	60.850
F19	63.988	61.508
F20	64.154	61.785
F21	63.765	61.063
F22	63.524	61.500
F23	63.479	61.500
F24	62.154	60.900

Signed by:
6E19D5144829434...

NOTES

1. Setting out shall be undertaken using only the information given. Distances should not be scaled from this drawing.
2. All dimensions in millimetres unless shown otherwise.
3. All adoptable sewer works and materials to be in accordance with "Design and Construction Guidance", Code for Adoption, the relevant British/European standards
4. The adoptable sewers should be a minimum of 1m and manholes 0.5m from kerb face and service margins
5. Sewers must have a 5m clearance from trees and hedges, (please also refer to 5.1.10 in Codes for Action for restrictions on tree planting adjacent to sewers).
6. Sewers to be laid in Class S bedding (150mm granular bed and surround). Where depth of cover to top of the sewer is less than 1.2m in highway and verges (or less than 0.9m in none vehicular access areas) then a concrete slab should be provided above the granular bed and surround
7. Adoptable plastic sewer pipes to be Kitemarked (certified to WIS 4-35-01 and BS/EN13476). Adoptable sewer pipes to be laid in maximum 3m lengths unless there is a specific operational need to lay longer
8. Plastic channel sections in manholes are not acceptable and clay ware is to be used if required.
9. The undertaker is not obliged to accept filter drain/land drainage runoff into the adoptable sewer network.
10. Rising mains to be provided with Marker tape above the rising main
11. Where plastic pipes are proposed for adoptable sewers, a site investigation report to prove that ground conditions are suitable for there use.
12. Slab levels shall not be varied without reference to the Engineer for guidance.
13. All opening notices etc. as required under highways acts etc. are to be obtained prior to commencement of works. All works are to be inspected by L.A., NHBC or the Network Operator as applicable.
14. It is the responsibility of the Contractor to verify all information given with regards to existing services and drainage connections etc. prior to commencing the works. The rates shall include for hand dig around services where necessary. The Contractor shall adhere to the CDM Regulations at all times
15. Only trained personnel shall be permitted to enter confined spaces

KEY

S.W. Foul Combined

- Proposed S104 sewer
- Disconnection MH
- 49.05 — Proposed Plot Level
- Existing Foul sewer
- Existing S.W. sewer
- Existing site drainage to be removed
- Proposed highway gully
- Existing Level
- Site Boundary
- 48.270 — Proposed level
- 29.35 — Existing Level
- Sewer Easement
- SW Attenuation Tank
- Tactile Paving & Dropped Kerb (exact location to be agreed on site with the LA engineer)
- Street Nameplate (exact location to be agreed on site with the LA engineer)

Rev	Date	Initials	Details
D	05/03/25	DA	Updated to S104 comments.
C	25/10/24	DA	Plots 159-167 lifted to keep flood route in road.
B	03/10/24	DA	C2 added.
A	25/07/24	SAP	MH S4, S29, S30 & S31CLs SW pump station layout amended

Drawing Revisions

North Point

Project: Mount Road Gorton

Client: Kellen Homes

Title: Section104 Agreement Layout

Quality Ass.: UKAS 005 Quality Assurance ISO 9001:2008 SGS Certificate GB02/54539

Original Size: A0

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Drawn: NE | Checked By: SAP | Date: Apr 24 | Scale: 1:500

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Drawing No.: 30571/13 | Revision: D

PRELIMINARY