

DATED 23 September

2011

WEST SUSSEX COUNTY COUNCIL

- and -

ZURICH ASSURANCE LTD

L I C E N C E

to place/retain apparatus
in or under the Street

Shripney Road, Bognor Regis,
West Sussex

Section 50 New Roads
and Street Works Act 1991

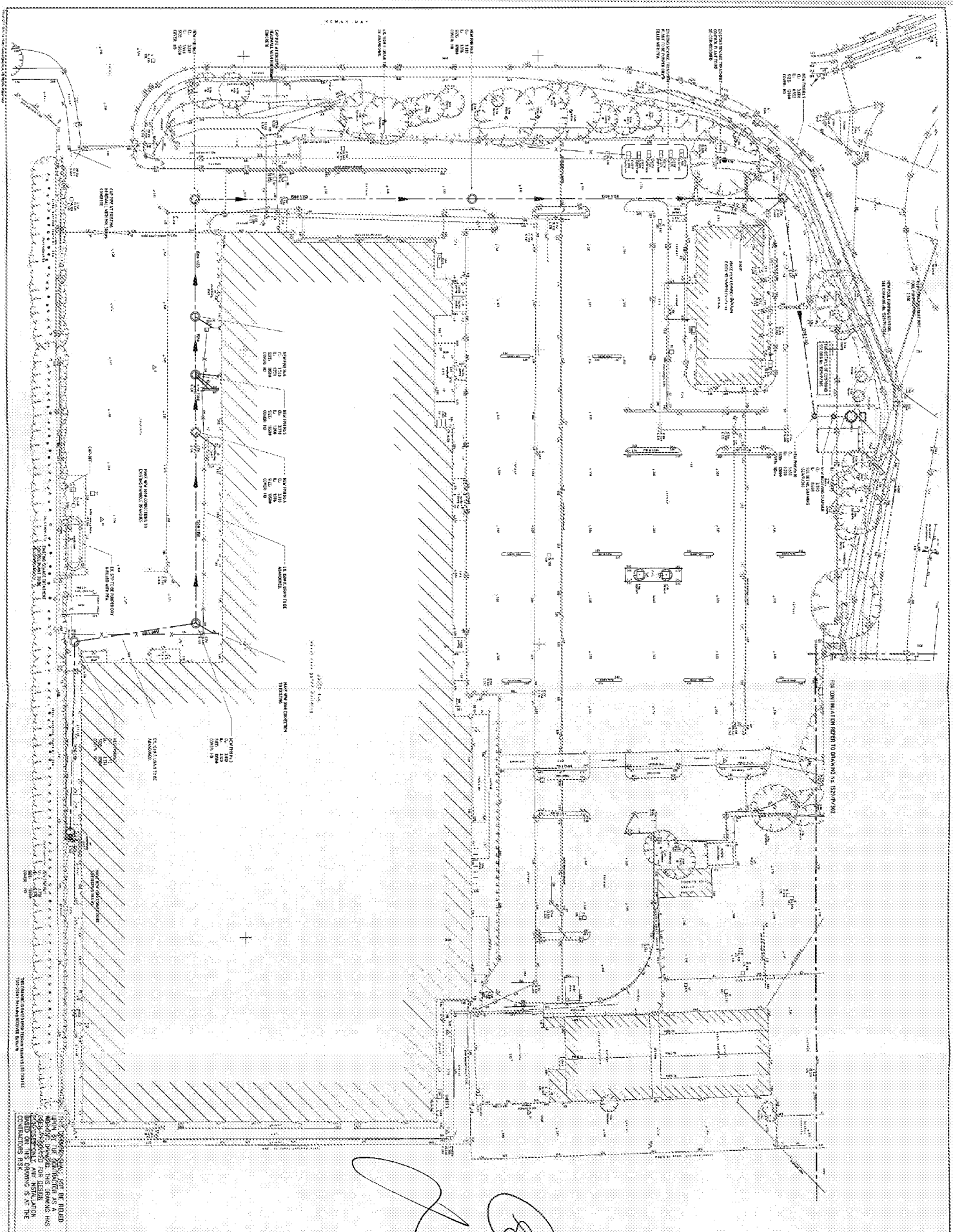
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WEST SUSSEX COUNTY COUNCIL
NEW ROADS AND STREET WORKS ACT 1991 - SECTION 50
LICENCE TO PLACE/RETAIN APPARATUS IN OR UNDER THE STREET

1. IN this Licence:

- (a) "the Act" means the New Roads and Street Works Act 1991
- (b) "the Apparatus" means new pumping main shown by a brown line and marked "110Ø PE100 Pressure Pipe" on the attached plans
- (c) "the Council" means West Sussex County Council
- (d) "the Licensee" means Zurich Assurance Ltd of Threadneedle Property Investments Limited, 60 St Mary Avenue, London, EL3A 8JQ the owner of the land referred to in paragraph 2 hereof (hereinafter called "the Land") (and its successors in title or personal representatives)
- (e) "the Street" means Shripney Road, Bognor Regis West Sussex
- (f) the "Head of Legal and Democratic Services" means the Head of Legal and Democratic Services for the time being of the Council or any other officer of the Council authorised by him

2. THE Council as Street Authority for the Street HEREBY GRANT to the Licensee with the intent that the same shall benefit and run with the Land shown for the purpose of identification only by green edging on the attached plans held under Title Number WSX123667 in accordance with Section 50 and Schedule 3 of the Act a Licence to place and leave/to retain the Apparatus in the Street in the approximate position shown coloured brown on the said plans and to maintain repair and reinstate the Apparatus and break open and have access to the Street for those purposes upon the terms and subject to the conditions set out in this Licence and subject also to the relevant provisions and conditions contained in Section 50 and Schedule 3 of the Act and the Licensee hereby accepts the Licence upon and subject to the said terms and conditions



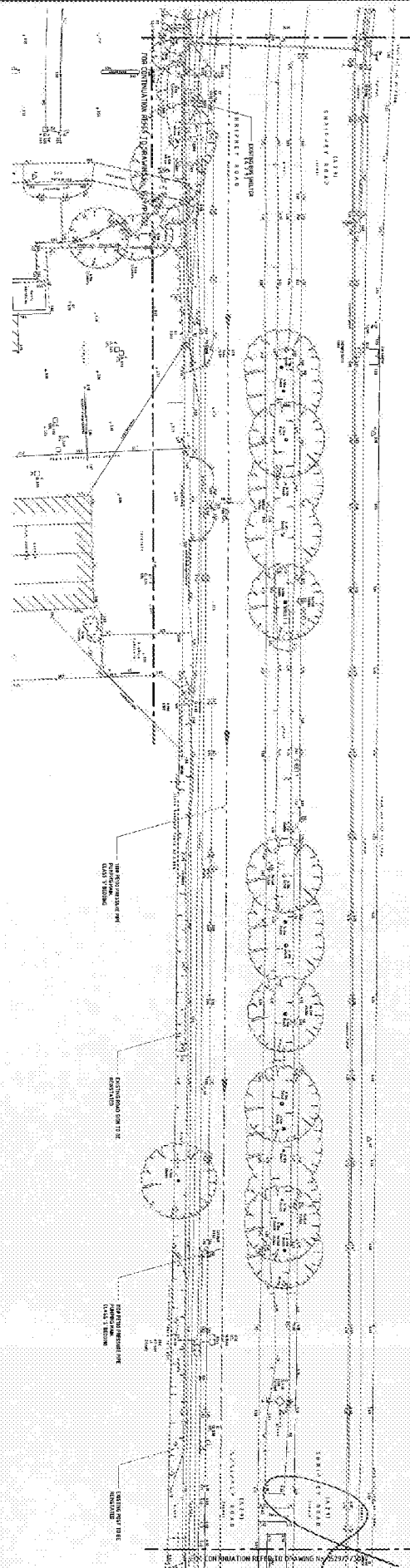
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- NOTES**
1. SEE SET BACKS FROM THE EXISTING
 2. ALL BUILDINGS SHALL BE CONSTRUCTED
 3. THE EXISTING ROAD IS TO BE A CONTINUATION WITH THE

CONTRACT	
Contract No.	1529/P/301
Contract Date	15/09/2011
Flatt CONSULTING Registered and Incorporated in the Republic of Kenya 1529/P/301	
PROJECT: PUBLIC HEALTH SERVICES CLIENT: ARUN DISTRICT COUNCIL	
DRAWN BY: [Signature] CHECKED BY: [Signature] DATE: 15/09/2011	

- NOTES:
1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARDS OF THE ARUN DISTRICT COUNCIL.
 2. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARUN DISTRICT COUNCIL.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE ARUN DISTRICT COUNCIL.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPE.

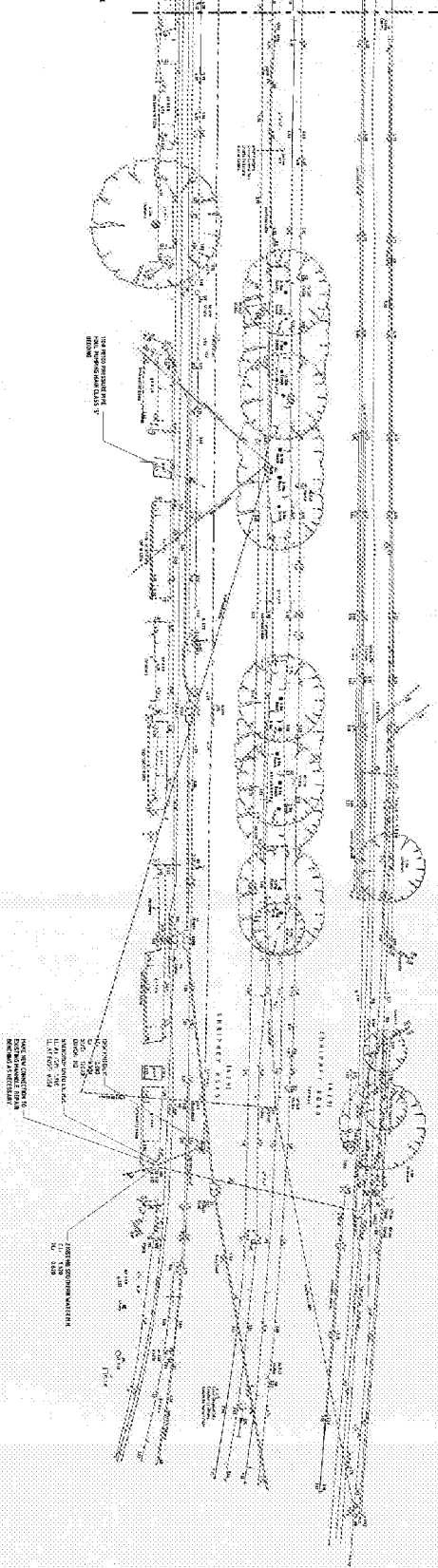
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THIS DRAWING IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE ARUN DISTRICT COUNCIL.

CONTRACT Flatt CONSULTING 1529/P/302 C1		THE ARUN DISTRICT COUNCIL PUBLIC HEALTH SERVICES 1529/P/302 C1
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FOR CONTINUATION REFER TO DRAWING No. 1529/P/302



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1. SEE MEET & SPEC FOR THE WORK
2. ALL DIMENSIONS SHALL BE IN METERS
3. ALL DIMENSIONS SHALL BE GIVEN IN DECIMALS OF A METRE
4. ALL DIMENSIONS SHALL BE GIVEN IN DECIMALS OF A METRE

THIS DRAWING SHALL NOT BE REPRODUCED OR USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER. ANY REPRODUCTION OR USE FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER SHALL BE AT THE USER'S RISK.

CONTRACT 1529/P/303	
Fiatt CONSULTING 1529/P/303 1529/P/303	PUBLIC HEALTH SERVICES 1529/P/303 C1

3. THIS Licence is granted to the Licensee as owner of the Land and as owner of the Apparatus and to its successors in title and where it proposes to part with its interest in the Land and/or Apparatus or cease using or abandon the Apparatus it shall before doing so give 6 weeks notice to the Council stating to whom the benefit of the Licence is to be transferred
4. THE work of installing the Apparatus shall be executed by opening up the highway in accordance with the Act and its associated Secondary Legislation and Codes of Practice
5. BEFORE executing any works for the purpose of placing Apparatus in or under a street or for the purposes of the maintenance repair or reinstatement thereof (except works for the purpose of carrying out emergency repairs) the Licensee shall give not less than two days notice stating the nature and place of the works proposed to the Council and to any statutory undertakers or sewerage authority whose apparatus is likely to be affected and is to satisfy their requirements as to the method of executing the works and the supervision thereof by them
6. THE Licensee shall afford the Council such reasonable facilities as the Council may require for inspecting the works as they proceed
7. THE Licensee shall if required and within 5 working days of receipt of written notice provide to the satisfaction of the Council inspection chambers on the Land outside the limits of the Street for the purpose of inspecting and maintaining the Apparatus under the Street
8. THE Licensee shall keep the Apparatus in a good state of repair and condition
9. THE Licensee shall ensure that any maintenance repair or other works carried out to or in connection with the Apparatus shall (except in case of emergency) be done with minimum disturbance to the Street and that the Street shall remain open to traffic at all times unless otherwise agreed in writing by the Council
10. THE conditions set out in this Licence are without prejudice to the conditions set out in Section 50 and Schedule 3 of the Act and the grant of this Licence is subject to those conditions

11. THE Licensee shall pay to the Council on the granting of this Licence the sum of £90.00 in respect of the legal and other expenses incurred by the Council in connection with the grant of the Licence and the Licensee hereby agrees to pay to the Council:

- (a) £120.00 commuted sum in lieu of an annual fee for administering the Licence pursuant to Schedule 3 of the Act
- (b) the sum of £60.00 for the chargeable inspection fees for each 200 metres or part thereof of the Apparatus

12. THIS Licence does not confer any right on the Licensee as against the owners of the land in which the Street is situated to use that land nor for the Licensee to make any connection to a sewer drain pipe cable or other apparatus. The Licensee must make its own arrangements with owners of the land or apparatus in cases where their consent is needed

13. (a) THE Licensee shall fully indemnify the Council against any claims charges demands costs or expenses arising out of the existence of the Apparatus or the installation maintenance or removal thereof or of any part thereof or of any want of repair or default therein or the execution by any person of any works authorised by the Licence PROVIDED THAT the liability of the Licensee under this indemnity does not extend to any injury damage or loss attributable to misconduct or negligence on the part of:-

- (i) the Council or a person for whom the Council is responsible, or
- (ii) a third party, that is, a person for whom neither the Licensee nor the Council are responsible

and for the purposes of the foregoing the persons for whom a person is responsible are his contractors and any person in his employ or that of his contractors

(b) THE Licensee shall take out or cause to be taken out a policy of insurance in the sum of £2 million and [(if so required by the Licensee) ensure that any contractor working on behalf of the Licensee shall take out or cause to be taken out a policy of insurance in the sum of £10

Million] to cover the period of time works are being carried out within the highway in relation to this Licence such policies to be taken out with insurance companies approved by the Head of Legal and Democratic Services prior to the placing of the Apparatus and evidence of the existence of such policy shall be given to the Council on or before the completion of this Licence and evidence of renewal if necessary shall be produced to the Head of Legal and Democratic Services annually (and on notice the Licensee shall increase the sum of £2 million to a reasonable amount as specified in the said notice)

14. WHERE a Licence expires or is withdrawn or surrendered the Council may remove the Apparatus to which the Licence relates or alter it in such manner as they think fit and reinstate the Street and may recover from the former Licensee the expenses incurred by them in doing so

15. THE Licence shall remain in force until withdrawn by the Council under Schedule 3 of the Act or surrendered to the Council by the Licensee

16. THE Council may by notice withdraw the Licence at any time:-

(a) on the expiration of such period as may be specified in the notice being a period of not less than two working days beginning with the date of service of the notice on the Licensee if any condition of the Licence is contravened by the Licensee or if the Council become aware of the fact that the Licensee intends to cease using or has abandoned the Apparatus provided that the Licence will not be withdrawn if the Licensee remedies the breach and/or confirms that it shall continue to use the Apparatus within 28 days of receipt of the relevant notice served under this clause

(b) the Council consider the withdrawal of the Licence is necessary for the purpose of the exercise of their functions as Street Authority (in which case the period of notice shall be not less than 3 months)

17. FOR the avoidance of doubt it is hereby agreed and declared that
SAVE FOR any successor in title to the Licensee:-

- (a) nothing in this Licence shall be construed as expressly providing a right for any third party within the meaning of the Contracts (Rights of Third Parties) Act 1999; and
- (b) nothing in this Licence is intended to confer any benefit on any third party (whether referred to herein by name class description or otherwise) or any right to enforce a term contained in this Licence

Dated the 23 September 2011

Signed in counterpart on behalf of the
Council.....

Authorised Signatory

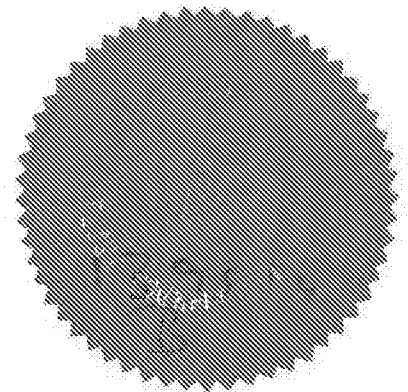
Executed by affixing the common seal)
of Threadneedle Property Investments Limited)
as attorney for ZURICH ASSURANCE LTD)
pursuant to a power of attorney dated or with)
effect from 1 January 2005 in the presence of:)

[Redacted Signature]

Authorised Signatory

[Redacted Signature]

Authorised Signatory



NOTE: The attention of the Licensee is drawn to:

- (i) Section 48(4) of the Act which provides that once the Licence is granted, the Licensee is an undertaker for the purposes of Part III of the Act and subject to the procedural code contained therein
- (ii) Paragraph 8 of Schedule 3 of the Act which provides that the Licensee, or if deceased, his personal representative, shall indemnify the street authority against any claim in respect of injury, damage or loss arising out of the placing or presence of the Apparatus in or under the street or the execution of works by any person or by the street authority in connection with the Apparatus
- (iii) Paragraph 2 of Schedule 3 of the Act which states that the street authority may require the payment of a reasonable fee for legal or other expenses incurred in connection with the grant of the Licence and an annual fee of a reasonable amount for administering the Licence
- (iv) Paragraph 9 of Schedule 3 of the Act provides for appeals in certain circumstances against decisions of local street authorities under Section 50 of the Act. Appeals may be made to the Secretary of State for the Environment but only in respect of applications for Licences to install apparatus across the street (not along the street) and only against:
 - (a) refusal to grant a licence;
 - (b) refusal to grant a transferable licence; or
 - (c) the terms or conditions of a licence
- (v) The Traffic Safety Code for street works published by the Department of the Environment which contains recommendations on the lighting, signing, marking and guarding of works in or on the highway.