

DATED

16 March


2022-3

HAMPSHIRE COUNTY COUNCIL

and

CO-OPERATIVE GROUP FOOD LIMITED

And

CO-OPERATIVE GROUP LIMITED

and

CITIVEST LIMITED

Minor Works Agreement for Highway Works at
s278 Agreement – Imperial Palace, 37 Belmont Grove, Havant
pursuant to (inter alia) S.278 Highways Act 1980

HCC Legal ref: 143355/CCA

HCC dev con ref: 1357

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HAMPSHIRE COUNTY COUNCIL
SECTION 278 MINOR WORKS AGREEMENT

Date:

16 March

JK

2022-3

PARTIES:

1. **HAMPSHIRE COUNTY COUNCIL** of The Castle Winchester SO23 8UJ ("the County Council")
2. **CO-OPERATIVE GROUP FOOD LIMITED** a registered society under the Co-operative and Community Benefit Societies Act 2014 with registered number 26715R whose registered office is at 1 Angel Square, Manchester M60 0AG ("the Developer")
3. **CO-OPERATIVE GROUP LIMITED** a registered society under the Co-operative and Community Benefit Societies Act 2014 with registered number 525R whose registered office is at 1 Angel Square, Manchester M60 0AG ("the Guarantor")
4. **CITIVEST LIMITED** (company registration number 13384731) whose registered office is at Amshold Group Limited, Amshold House, Goldings Hill, Laughton, Essex IG10 2RW ("the Owner")

-5. [REDACTED]

WHEREAS

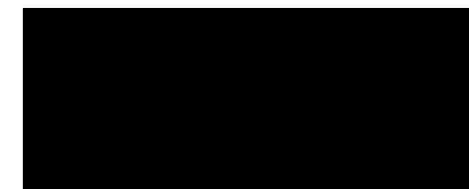
- A. THE PARTIES HAVE AGREED that highway works comprising the provision of three new pedestrian crossing points, one improved existing pedestrian crossing point and widening to an existing access ("the Works") as identified on drawing number 101 ("the Drawing") required pursuant to planning permission APP/20/00316 granted by Havant Borough Council ("the Planning Permission") may be carried out by the Developer subject to the terms and conditions set out beneath which constitutes an agreement between the County Council and the Developer pursuant to Section 278 of the Highways Act 1980.
- B. The County Council is satisfied pursuant to Section 278 of the Highways Act 1980 that it will be of benefit to the public for the County Council to enter this Agreement for the execution of the Works at the expense of the Developer which

Works the County Council is authorised to execute pursuant to the Highways Act 1980 or are the subject of the Planning Permission.

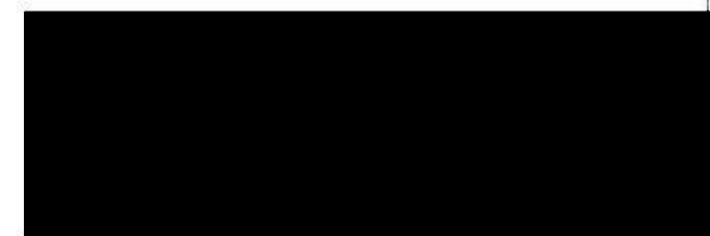
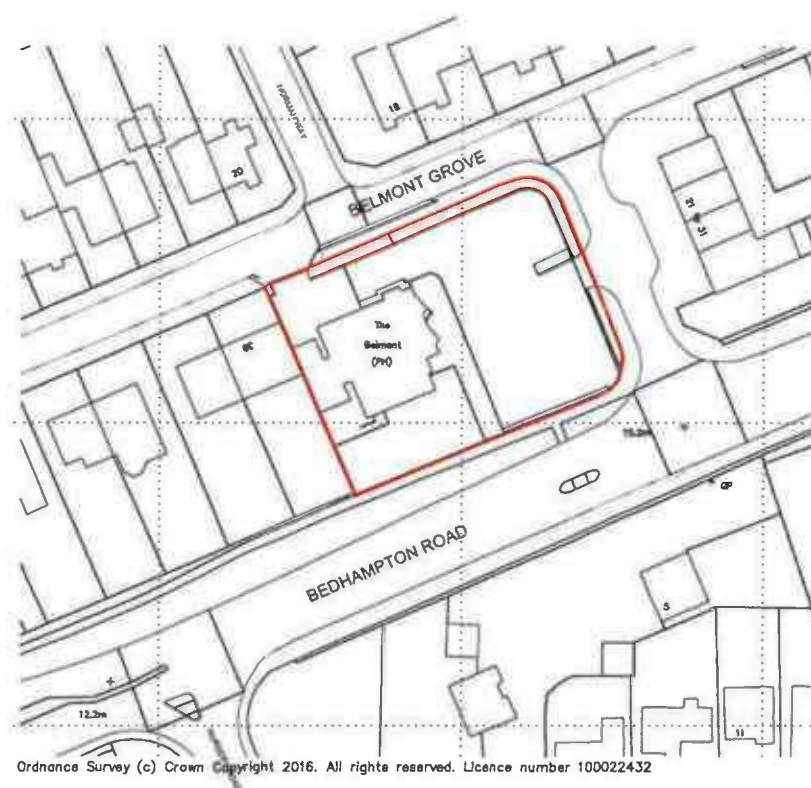
- C. Pursuant to a transfer dated 11 April 2022 made between EI Group Limited (1) Citivest Limited (2) (registration of which is pending at the Land Registry), the Owner is the proprietor of the freehold land shown edged red on drawing 20 attached hereto under title number HP473221 ("the Land") and agrees that the Works are for the benefit of the Land.
- D. The Developer is the registered leasehold proprietor of the Land under a lease dated 18 November 2021 made between EI Group Limited (1) Co-operative Group Food Limited (2) Co-operative Group Limited (3) and submitted to the Land Registry under form AP1 dated 24 November 2021 and agrees that the Works are for the benefit of the Land.

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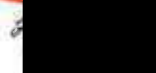
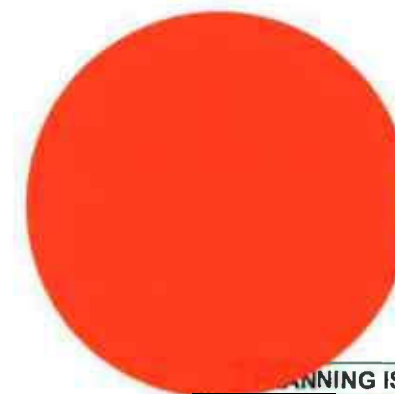
REVISIONS		
Rev	Description	Date



SIMON SUGAR



C J Sellers
Authorised Sealing Officer
CJ10999
CJA 16702

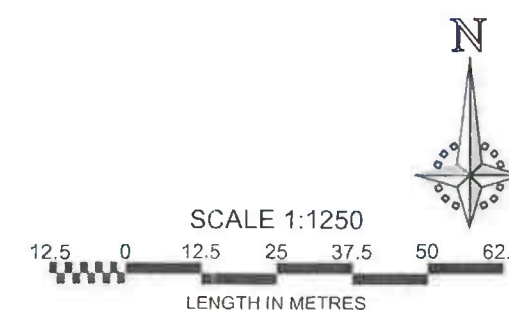


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10 Ty Nant Court, Morgansdown Cardiff, CF15 8LW. T: 029 2022 7926
Venture House, 7 Arlington Square, Downshire Way, Bracknell, RG12 1WA, T: 07031 378079

Project: HAVANT
BEDHAMPTON RD PO9 3PT
Stage: STAGE 3
Drawing: LOCATION PLAN

Date: 03.04.2020 Scale: 1:1250 @ A3
Job No: 163094 Type: AP Draw No: 20 Revision: 1



A2
ORIGINAL
PLOT SIZE

BELMONT GROVE

NORMAN WAY

Proposed pedestrian crossing

Widen existing
pedestrian crossing

BELMONT GROVE

Proposed pedestrian crossing

Proposed widening to existing access

Proposed pedestrian crossing

Authorized Sealing Officer

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NOTES:

1. All details are to be checked on site by the Contractor prior to the commencement of the works.
2. All dimensions are in metres unless otherwise stated. Measurements to all lines are to be to the centre line. DO NOT SCALE from this drawing.
3. All levels are in metres above Ordnance Datum unless otherwise stated.
4. Prior to works commencing on site, a Joint Condition Survey is to be carried out between Hampshire County Council and the Contractor to inspect the existing highway in advance, and report upon the existing condition.
5. Works are to be carried out in accordance with Hampshire County Councils Specification for Highway Works. If there is any ambiguity between the Specification and the Drawings, the Contractor shall immediately inform the Engineer.

LEGEND:

-  Section 278 Works Boundary
-  Highway Boundary
-  New Kerb Line
-  Proposed uncontrolled crossing.
-  Existing uncontrolled crossing point.
-  Access widening.

Row	Date	Description	Drawn	Checked	Approved

Bristol
Cambridge
London
Manchester
Oxford
Welwyn Garden City



Transport Planning Associates

1 Giltspur Street
London
EC1A 9DD
020 7119 1155
www.tpa.uk.com

CLIENT:

The Co-Operative Group

PROJECT:

IMPERIAL PALACE
BELMONT GROVE
BEDHAMPTON HAVANT

TITLE

GENERAL ARRANGEMENT

STATUS

FOR APPROVAL

SCALE:	DATE:	DRAWN:	CHECKED:	APPROVED:
1:200	02.02.22	TJP	NH	TJP

JOB NO:	DRAWING NO:	REVISION:
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INDICATIVE

NOW THIS DEED OF AGREEMENT WITNESSETH as follows:

1. This Deed of Agreement is made pursuant to Section 278 of the Highways Act 1980 Section 111 of the Local Government Act 1972 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers including the Localism Act 2011

Prior to construction of the Works

2. The Developer shall obtain prior approval for proposed dates to work on the highway from the County Council and comply with any statutory notices and notice periods. Unless otherwise agreed in writing the Developer shall give the County Council 3 months written notice of its intention to commence work on the highway and complete the Works within a period of ^{JK}3 weeks, using a contractor the County Council (acting reasonably) deems to be appropriately qualified.
3. Before commencement of construction of the Works the Developer shall obtain such consents, licences or permissions as may be required for carrying out the Works and shall comply with these AND FOR THE AVOIDANCE OF DOUBT these include but are not limited to the usual requirements of the New Roads and Street Works Act 1991 and consulting with statutory undertakers FURTHER the Developer shall if necessary obtain any consents and permissions from any railway, canal, inland navigation, dock or harbour undertakers. The Owner consents to the Works being carried out on the Land.
4. The Developer shall not carry out any works except in accordance with the Drawing/s approved above.
5. The Developer shall prior to commencing construction of the Works pay all current outstanding costs incurred by the County Council in relation to design check fees, project management and inspection, legal fees, and costs in respect of approval of the design and certification of street lighting and illuminated equipment by the County Council's PFI provider.
6. The Cash Deposit ("Cash Deposit") in the sum of TEN THOUSAND EIGHT HUNDRED AND EIGHTY SEVEN POUNDS (£10887.00) shall be paid by the Developer to the County Council on the date hereof and returned to the Developer in phases with 50% being returned on the issue of the Certificate of

Completion ("Certificate of Completion") with a minimum of FIVE THOUSAND POUNDS (£5,000) retained and the remaining balance being returned on the issue of the Certificate of Maintenance ("Certificate of Maintenance") together with any accrued interest. If the Developer fails at any time to carry out or observe any of the terms of this Agreement or becomes bankrupt or goes into liquidation or enters liquidation the County Council shall initially use the Cash Deposit to fully reimburse the County Council in respect of any proper fees costs and expenses it has incurred FURTHER any fees costs and expenses incurred over and above the Cash Deposit limit shall be recoverable from the Developer and any costs monies fees due to the County Council shall be paid by the Developer within 21 days of written demand.

7. The Developer shall indemnify the Owner and the County Council in respect of any third parties actions claims fees charges expenses proceedings or demands which may arise out of or in connection with or incidental to the carrying out of the Works and until the County Council assumes responsibility for the Works following issue of the Certificate of Maintenance. The Developer shall also indemnify the County Council in respect of all costs associated with its responsibilities and all claims under the Land Compensation Act 1973 and regulations made thereunder (including claims the County Council determine should be met under the Noise Insulation Regulations 1975) arising out of the use of the Works.
8. The Developer shall be insured against public liability risks for a sum of at least £10 million in respect of any one claim and shall ensure that any person or persons carrying out the Works on its behalf is similarly insured against public liability risks and a copy of the insurance policy and receipts for the premiums paid should be included with this application.
9. The Developer and the Guarantor shall on a joint and several basis indemnify and keep indemnified the Owner and the County Council against all liabilities actions claims demands costs losses and expenses which might be brought or made against or incurred by the Owner in connection with this agreement and the Developer's obligations contained within it.

Construction of the Works

10. The Developer shall minimise obstruction to vehicle and pedestrian traffic and sign and guard the Works in accordance with chapter 8 (Parts 1 and 2) of the

Traffic Signs Manual 2009 and chapter 8 (Part 3) of the Traffic Signs Manual 2016 as modified extended amended supplemented or revised including any replacement thereof.

11. The Developer shall provide a traffic management plan if required by the County Council.
12. The Developer shall not interfere with any drain, culvert, gully, bridge, wall or other highway structure or highway tree without the consent of the County Council and shall not close any part of the highway unless the County Council has agreed previously.
13. The Developer shall carry out the Works as contractor for the County Council in a good and workman like manner and in accordance with the drawings and any agreed specification within the period specified and to the satisfaction of the County Council. The Developer shall comply with all relevant legislation.
14. The Developer shall, during the carrying out of the Works, give access at any time to the County Council and any authorised officer for the purposes of inspections.

Completion of the Works

15. The Developer shall notify the County Council of completion of the Works and if these have been completed to the County Council's satisfaction, a Certificate of Completion shall be issued and from that date the maintenance period ("Maintenance Period") of 12 calendar months shall commence during which time the Developer shall be responsible for the correction of any defects and maintaining the Works.
16. Prior to issue of the Certificate of Completion the Developer shall ensure all outstanding fees have been paid including design check fees, project management and inspection and FURTHER provide to the County Council all necessary drawings, health and safety certificates, street lighting certificates, site road safety audits, CCTV Drain Survey, and any other documentation the County Council requires.
17. On completion of the Maintenance Period, the Developer shall notify the County Council who shall re-inspect and notify the Developer of any required remedial works. Once these have been carried out to the County Council's satisfaction and all outstanding fees have been paid including design check

fees, project management and inspection the County Council shall issue a Certificate of Maintenance and from that time the County Council shall assume responsibility for maintenance of the Works.

18. Where any payment due to the County Council under this Agreement is outstanding the Developer covenants with the County Council that the Developer shall pay all outstanding payments to the County Council within ten working days of the County Council's written demand ("the Demand") as well as the interest at a rate of 4% per annum above the base lending rate of HSBC Bank Plc at the date of the demand on the sum outstanding from the due date under this Agreement until the actual date of payment to the County Council.
19. In no event shall any delay, neglect or forbearance on the part of the County Council in enforcing (in whole or in part) any provision of this Agreement be or be deemed to be a waiver of that provision or any other provision or shall in any way prejudice the right of that party under this Agreement.
20. The Developer shall provide the Owner will electronic copies of any drawings, health and safety certificates, street lighting certificates, site road safety audits, and any other documentation provided to the Council in connection with the works

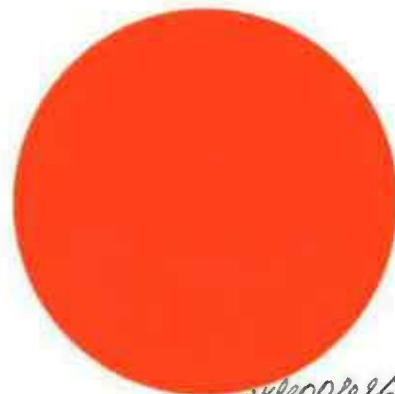
IN WITNESS whereof the parties hereto have executed this Agreement as a Deed delivered the day and year first before written

EXECUTED as a DEED by affixing the)
COMMON SEAL of HAMPSHIRE)
COUNTY COUNCIL in the presence of:-)



Authorised Signatory

Name of Signatory



28/004216

EXECUTED AS A DEED by affixing the common)
seal of CO-OPERATIVE GROUP FOOD)
LIMITED in)



Authorised signatory

C J Sellers

Name (PRINT)

Authorised Sealing Officer

06/04/02

EXECUTED AS A DEED by affixing the common)
seal of CO-OPERATIVE GROUP LIMITED in the)
presence)



Authorised signatory

C J Sellers

Name (PRINT)

Authorised Sealing Officer

06/10/09

EXECUTED AS A DEED by **CITIVEST LIMITED**)
acting by a director in the presence of:)

Signature of director

Simon Sugar
Name of director (Print)

Witness signature

Witness name (PRINT)

Witness address

Witness occupation

PA