

DATED 3 November 2021

**HAMPSHIRE COUNTY COUNCIL**

and

**BARGATE HOMES LIMITED**

Minor Works Agreement for Highway Works at  
**Land at Lower Road, Bedhampton**  
pursuant to (inter alia) S.278 Highways Act 1980

Barbara Beardwell  
Head of Law and Governance and Monitoring Officer  
Hampshire Legal Services  
Hampshire County Council  
Room 13 EII South  
The Castle, Winchester  
Hampshire, SO23 8UJ

HCC Legal ref: 135357/CCA

HCC Dev file: 6/3/13/182

**HAMPSHIRE COUNTY COUNCIL**  
**SECTION 278 MINOR WORKS AGREEMENT**

Date: 3 November 2021

**PARTIES:**

1. **Hampshire County Council** of The Castle Winchester SO23 8UJ ("the County Council")
2. **Bargate Homes Limited** (registered company no. 05626135) whose registered office is at Peninsular House Wharf Road Portsmouth PO2 8HB ("the Developer")

**WHEREAS**

- A. THE PARTIES HAVE AGREED that highway works comprising the provision of Bellmouth access into the development and footway connections to Lodge Road ("the Works") as identified on drawing number 5992:601 Rev E ("the Drawing" – attached hereto) required pursuant to planning permission APP/19/00427 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. The Developer is the registered proprietor of the land shown edged red ("the Land") on drawing 17.043.100 Rev A attached hereto under title numbers ~~HP510139 and SH11549~~ **SH57197** and agrees that the Works are for the benefit of the Land.

HCC

**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 12 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
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 FORTY ONE THOUSAND TWO HUNDRED AND TWENTY EIGHT POUNDS AND NINETY NINE PENCE (£41,228.99) 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 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 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.

#### **Construction of the Works**

9. 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.

10. The Developer shall provide a traffic management plan if required by the County Council.
11. 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.
12. 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.
13. 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**

14. 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.
15. 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.
16. 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.

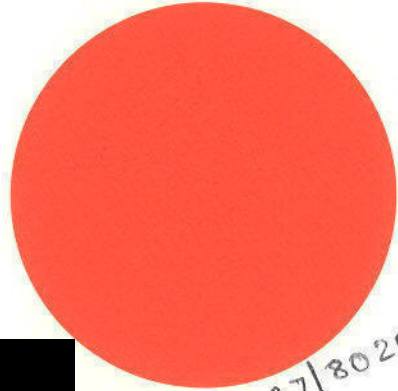
17. Where any payment due to the County Council under this Agreement is outstanding the Developer covenants with the County Council that the Developer shall pay all outstanding payments to the County Council within ten working days of the County Council's written demand ("the demand") as well as the interest at a rate of 4% per annum above the base lending rate of the HSBC 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.
18. 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.

#### **Miscellaneous Provisions**

19. It is further agreed between the parties that the covenants and obligations on the part of the Developer herein shall not be enforceable against any owner-occupier, tenant or mortgagee of a dwelling on the Land or any statutory undertaker

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:- )



37/8020

Authorised Signatory

Name

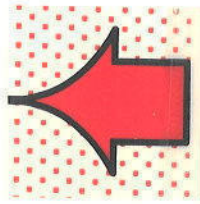
[Redacted Name]

Position

LEGAL TEAM LEADER

Executed as a Deed by Bargate Homes )  
Limited acting by a director in the )  
presence of: )

[Redacted Signature]



Witness sign

[Redacted Signature]

Witness name:

[Redacted Name]

Witness address:

[Redacted Address]

# Notes:

1. Do not scale from this drawing.

2. All dimensions in metres.

3. Survey levels and grid based on Encompass Surveys drawings ENC/240915-719. All levels relate to ordnance datum and grid is the ordnance survey national grid.

3. All works shall be completed to the satisfaction of the Hampshire County Council (HCC) representative.

4. This drawing is based on the latest Architectural planning layout and shall be read in conjunction with all other relevant MJA drawing series 5992.

5. All formations will require inspection by Engineer and HCC.

6. All new verge areas to be constructed with 250mm topsoil and seed for a width of 500mm from back of footway edging (not including batter slopes).

7. Verges behind all new kerbing and edging to be made good with 250mm min topsoil and seed.

8. Grass seed to be low maintenance type British seed houses A18 highway verge and embankment mix with sowing rate of 30g/m<sup>2</sup>

9. Contractor to undertake works in accordance to HCC specification and provided standard details.

Contractor must comply with all current legislation relating to CDM, Health and Safety and COSHH.

10. CBRs assumed at 2.5% for costing purposes only. Contractor to refer to core samples prior to construction.

11. Existing highway drainage network including gully connections to be investigated and in full working order prior to any new drainage is installed. Min. 150mm gully connections to be installed.

12. Any gullies or gully connections found damaged prior or during works to be replaced.

13. Any discrepancies with any of the drawings shall be reported to MJA Consulting Engineer.

14. Any existing services currently within the proposed footway will require lowering/protecting or diverting to the satisfaction of the statutory undertaker. Any amendments to the existing services to be agreed prior to commencement of S278 works

## Key:

- HB2 — 100mm Face, 125x255 half battered precast concrete kerb
- BN — BN — Flush Face, 125 x 150mm kerb, flush face for crossings
- TK — TK — 125x255mm precast concrete dropper kerb
- EF — 50x150 EF edging

## WHITE LINING SCHEDULE

| LINE No | REFERENCE No | MARK | GAP       | WIDTH | DESCRIPTION               |
|---------|--------------|------|-----------|-------|---------------------------|
| WL1     | 1003         | 600  | 300       | 200   | Give Way Markings         |
| WL2     | 1009         | 600  | 300       | 100   | Edge of carriageway       |
| WL3     | 1004         | 4000 | 2000      | 100   | Lane Markings             |
| WL4     | 1023         |      | 1250x3750 |       | Give Way Triangle Marking |

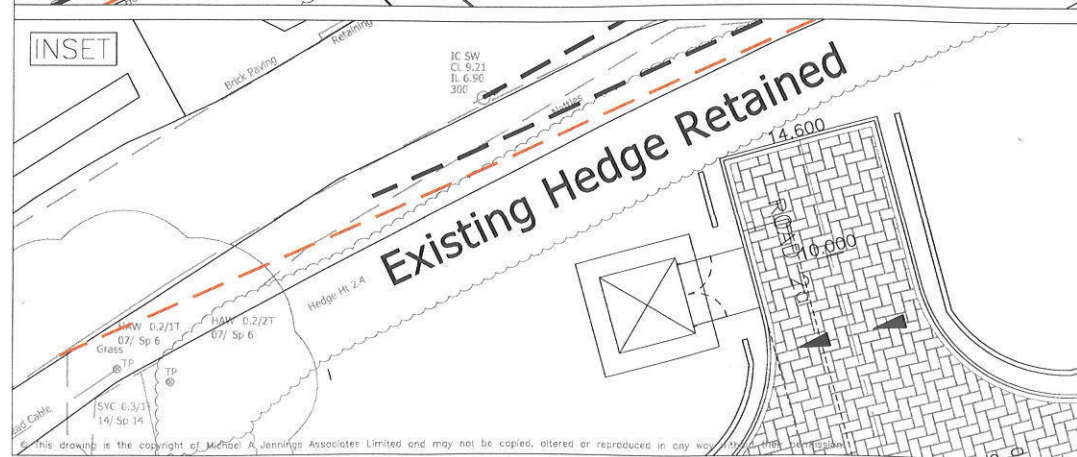
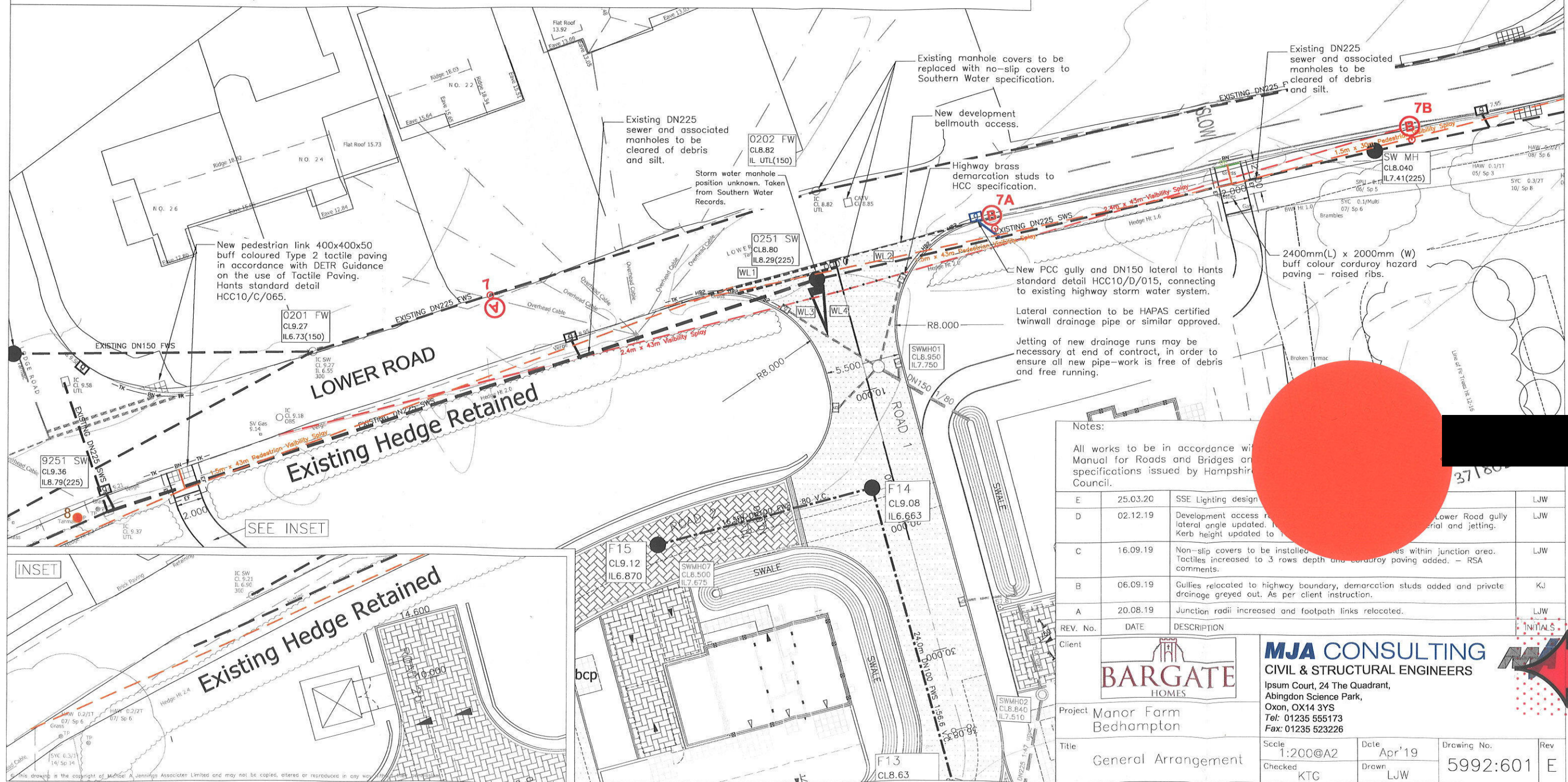
Proposed Street Lighting — Refer to SSE Lighting drawing SSE276049-LD-001

Existing street lighting column to be retained.

Proposed street lighting Column.

This drawing is to be read in conjunction with all other drawings listed below

- Site Clearance
- General Arrangement
- Levels Layout
- Surfacing Layout
- Longitudinal Section
- Swept Path Analysis Sheet 1
- Swept Path Analysis Sheet 2
- Swept Path Analysis Sheet 3
- Construction Details
- Land Plan
- Location Plan



## Notes:

All works to be in accordance with Manual for Roads and Bridges and specifications issued by Hampshire County Council.

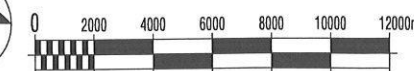
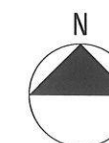
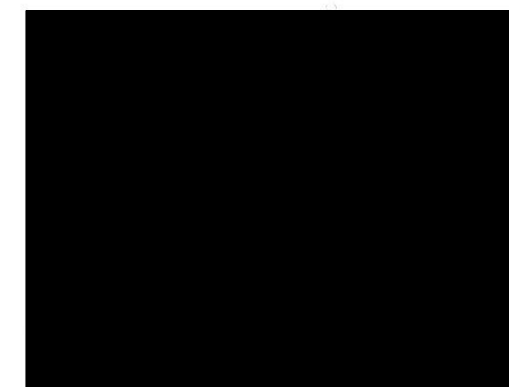
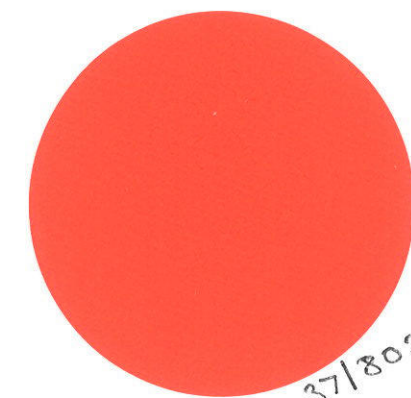
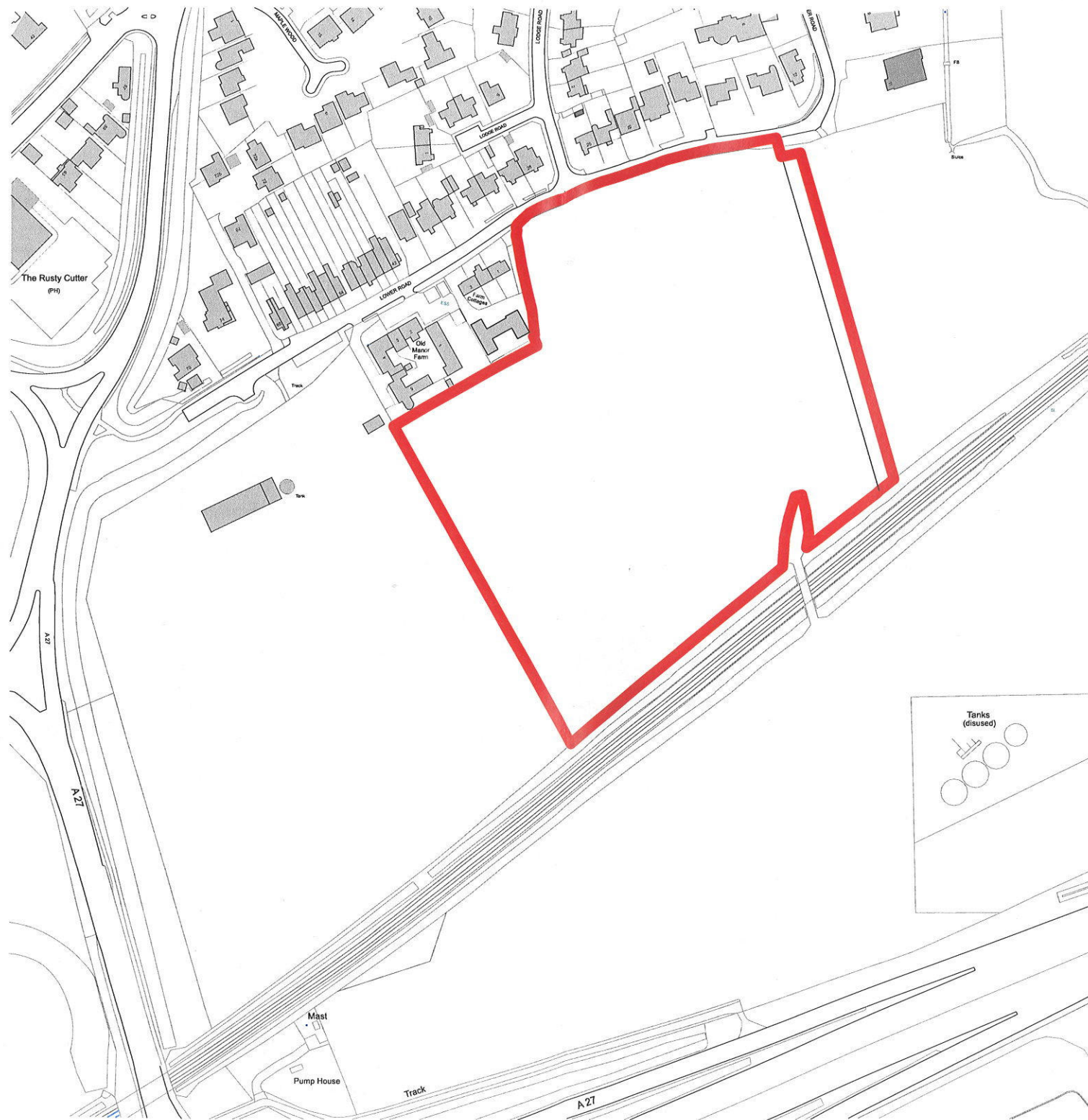
| REV. No. | DATE     | DESCRIPTION                                                                                                                         | INITIALS |
|----------|----------|-------------------------------------------------------------------------------------------------------------------------------------|----------|
| E        | 25.03.20 | SSE Lighting design                                                                                                                 | LJW      |
| D        | 02.12.19 | Development access road, Lower Road gully lateral angle updated. Kerb height updated to                                             | LJW      |
| C        | 16.09.19 | Non-slip covers to be installed within junction area. Tactiles increased to 3 rows depth and corduroy paving added. — RSA comments. | LJW      |
| B        | 06.09.19 | Gullies relocated to highway boundary, demarcation studs added and private drainage greyed out. As per client instruction.          | KJ       |
| A        | 20.08.19 | Junction radii increased and footpath links relocated.                                                                              | LJW      |

Client  
**BARGATE HOMES**  
Project Manor Farm Bedhampton  
Title General Arrangement

**MJA CONSULTING**  
CIVIL & STRUCTURAL ENGINEERS

Ipsium Court, 24 The Quadrant,  
Abingdon Science Park,  
Oxon, OX14 3YS  
Tel: 01235 555173  
Fax: 01235 523226

|         |          |       |        |             |          |     |   |
|---------|----------|-------|--------|-------------|----------|-----|---|
| Scale   | 1:200@A2 | Date  | Apr'19 | Drawing No. | 5992:601 | Rev | E |
| Checked | KTC      | Drawn | LJW    |             |          |     |   |



Revisions

| Revisions | Changed Scale | 05/04/19 | TIM/HS |
|-----------|---------------|----------|--------|
| A         |               |          |        |

Drawing Status

- ☐ Preliminary
- ☒ Planning
- ☐ Building Regulations
- ☐ Construction

CLIENT



Scale @ A3: 1:2500  
Date : June 2018

Drawn by : CWC  
Checked by :

TITLE Manor Farm Bedhampton  
Location Plan

Drawing No: 17.043.100

Revision:  
A

**HGP**  
ARCHITECTS

FURZEHALL FARM, WICKHAM ROAD  
FAREHAM, HAMPSHIRE, PO16 7JH

T: 01329 283 225  
F: 01329 237 004  
E: EMAIL@HGP-ARCHITECTS.CO.UK  
W: WWW.HGP-ARCHITECTS.CO.UK

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