

DATED

29 March

2021

HAMPSHIRE COUNTY COUNCIL

and

KINGSBRIDGE ESTATES LIMITED

and

DENTON & CO. TRUSTEES LIMITED
and ROBERT LANGMEAD and LUCINDA LANGMEAD

Minor Works Agreement for Highway Works at
New Lane, Havant PO9 2ND

pursuant to (inter alia) S.278 Highways Act 1980

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HAMPSHIRE COUNTY COUNCIL
SECTION 278 MINOR WORK AGREEMENT

Date: 29 March

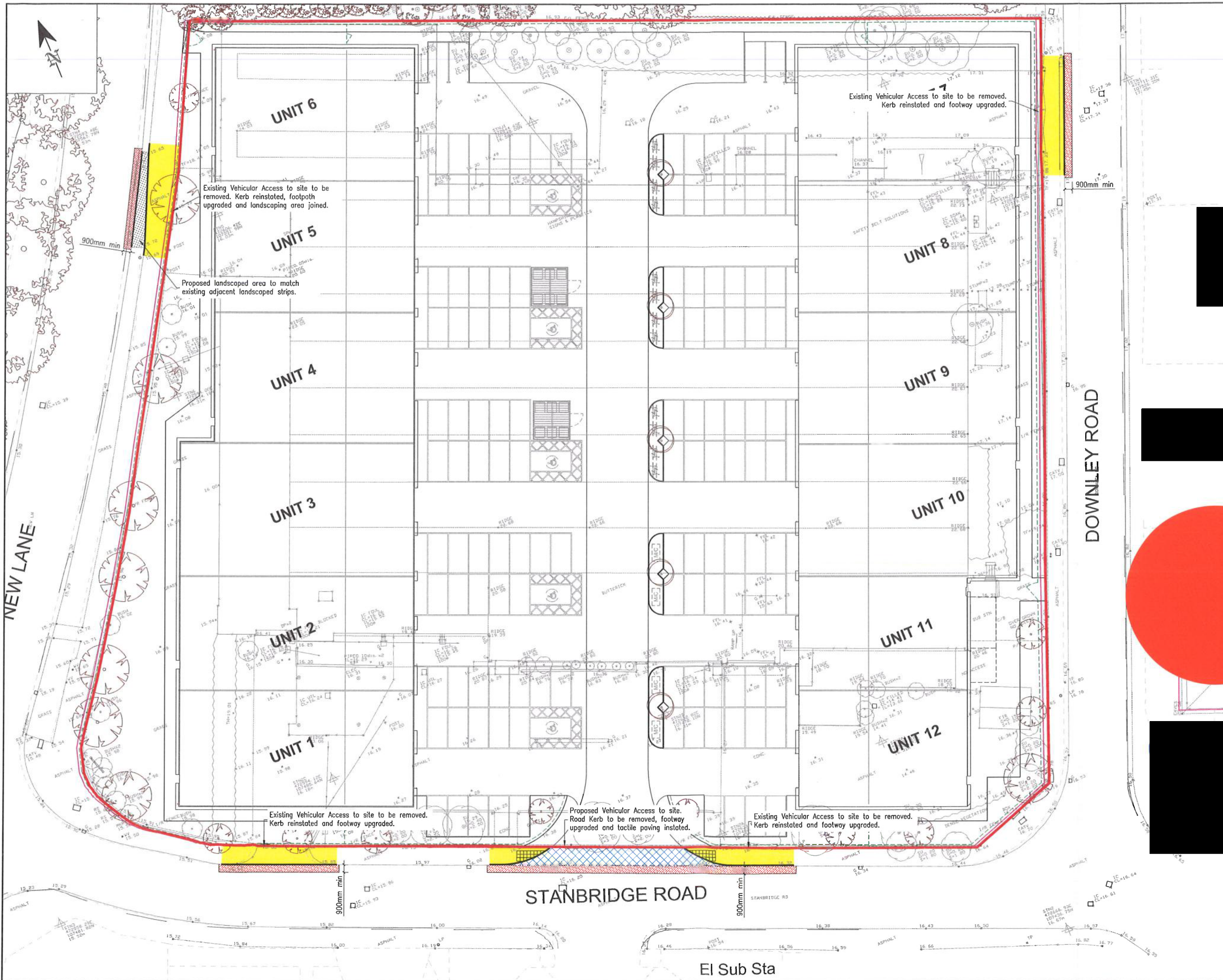
2021

PARTIES:

1. **Hampshire County Council** of The Castle Winchester SO23 8UJ ("the County Council")
2. **Kingsbridge Estates Limited** (Co. Regn. No. 04140363) of Lincoln House Chichester Fields Business Park, Tangmere, Chichester, England, PO20 2FS ("the Developer")
3. **Denton & Co. Trustees Limited** incorporated and registered in England and Wales with company number **01939029** whose registered office is at Sutton House, Weyside Park, Catteshall Lane, Godalming GU7 1XE and **Robert Langmead** of Halnaker Park, Halnaker, Chichester, West Sussex PO18 0NF and **Lucinda Langmead** of Halnaker Park, Halnaker, Chichester, West Sussex PO18 0N, the trustees for The Kingsbridge Estates Limited Pension Scheme (collectively "the Owner")

WHEREAS

- A. THE PARTIES HAVE AGREED that highway works comprising the provision of closure of existing accesses and new bellmouth access onto Stanbridge Road to be constructed ("the Works") as identified on drawing numbers 9641-PTA-ZZ-XX-DR-C-8430 Rev C02 ("the Drawing" –attached hereto) required pursuant to planning permission APP/19/00660 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.



- Notes:**
1. Do not scale from this drawing.
 2. In case of any discrepancies in drawings, details or bills, refer to engineers for clarification: unilateral decisions by the Contractor will not be accepted.
 3. This drawing is to be read in conjunction with all related Architects, Consultants & Sub-Contractors drawings and specifications.
 4. The Contractor is advised that all design drawings and information are to be read concurrently and any discrepancies or omissions reported directly to PTA's Civil Engineering Department.
 5. For Construction Details for Highways Works refer to drawing ref. 9641-PTA-ZZ-XX-DR-C-9460

- Site Boundary
- Proposed carriageway construction at junction
- Proposed Footway/ Footpath
- Area to be resurfaced as jointing detail shown on drawing ref no. 9641-PTA-ZZ-XX-DR-C-8460
- Proposed Landscaped Verge Area
- Kerbing (Refer to drawing No. 9641-PTA-ZZ-XX-DR-C-8440)
- Buff tactile paving crossing

Powell & Associates Ltd.
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FOR CONSTRUCTION

37/6459			
C02	Revised to Latest Site Layout	TA	13.05.20 AH
C01	Issued for Construction	TA	03.02.20 AH
P01	First Issue	TA	06.09.19 SLW
REV	DESCRIPTION	BY	DATE CH'D

Spring Business Park, Havant
Highways Surface Finish Layout

DATE	Aug 19	CHECKED BY	CHECKED ENG	PTA PROJ No
DRAWN	TA		AH	9641
SCALE	1:200			REVISION
CPC SIZE	A1			C02

9641-PTA-ZZ-XX-DR-C-8430

Consulting Civil & Structural Engineers

pta

29 Red Lion Street
Chesham
Bucks.
HP5 1EJ
Tel. 01494 772721
www.ptaconsult.co.uk

C. The Owner is the registered proprietor of the land shown edged red ("the Land") on drawing ~~18041-HNW-ZZ-ZZ-DR-A-1110 Rev P1 attached hereto~~ under title number HP8176 and agrees that the Works are for the benefit of the Land. *the Drawing*

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 from the commencement date, 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 AND obtain the consent of the Owner to enter and carry out works on his 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 THIRTY FOUR THOUSAND AND ONE HUNDRED POUNDS (£34,100.00) 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 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 (other than those arising out of or in consequence of any act neglect default or liability of the County Council) 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.

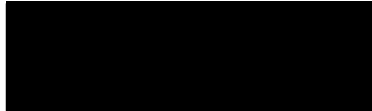
16. On completion of the Maintenance Period, the Developer shall notify the County Council who shall re-inspect and notify the Developer of any required remedial works. Once these have been carried out to the County Council's satisfaction and all outstanding fees have been paid including design check 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.

Trustee Limitation of Liability

19. Any liability of the professional trustees, Denton & Co Trustees Limited, from time to time of the Kingsbridge Estates Limited Pension Scheme (King4) shall be limited to the extent of the realisable value of the assets held in the scheme King4 from time to time (save for where the professional trustee has not acted in good faith). Denton & Co Trustees Limited contracts as trustee only and the Directors of Denton & Co Trustees Limited shall incur no personal liability whatsoever.

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

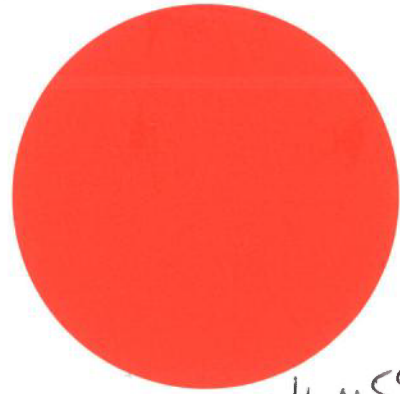
EXECUTED as a DEED by affixing the)
COMMON SEAL of **HAMPSHIRE**)
COUNTY COUNCIL in the presence of:-)



Authorised Signatory

Name: PAUL HODGSON

Position: DEPUTY HEAD OF LEGAL

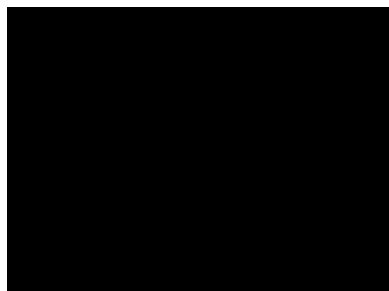


37/6459

EXECUTED as a DEED by)
KINGSBRIDGE ESTATES)
LIMITED)
in the presence of:-)

Director

Director/Secretary



Executed as a deed
by **DENTON & CO.
TRUSTEES LIMITED**
acting by a director in
the presence of:


.....
Director



Signature of witness



Name of witness


Address of witness

SIGNED and DELIVERED as a DEED by)

ROBERT LANGMEAD,
in the presence of:

Witness Signature:

Witness Name:

Witness Address:

.....
Witness Occupation: .

SIGNED and DELIVERED as a DEED by)
LUCINDA LANGMEAD,)
in the presence of:)

Witness Signature:

Witness Name:

Witness Address:

.....

Witness Occupation:
.....