

DATED 28 NOVEMBER 2019

HAMPSHIRE COUNTY COUNCIL

- and -

REL WINCHESTER LIMITED

S278 Minor Works Agreement for Highway Works at **8 New Lane Havant**
pursuant to (inter alia) S.278 Highways Act 1980

Legal reference: legal/csh/116173

ETE reference: 6/3/13/189

Barbara Beardwell MA Solicitor
Head of Law and Governance and Monitoring Officer
Hampshire County Council
The Castle
Winchester
Hampshire SO23 8UJ

DATED 28 DAY OF NOVEMBER 2019

SECTION 278 MINOR WORKS AGREEMENT

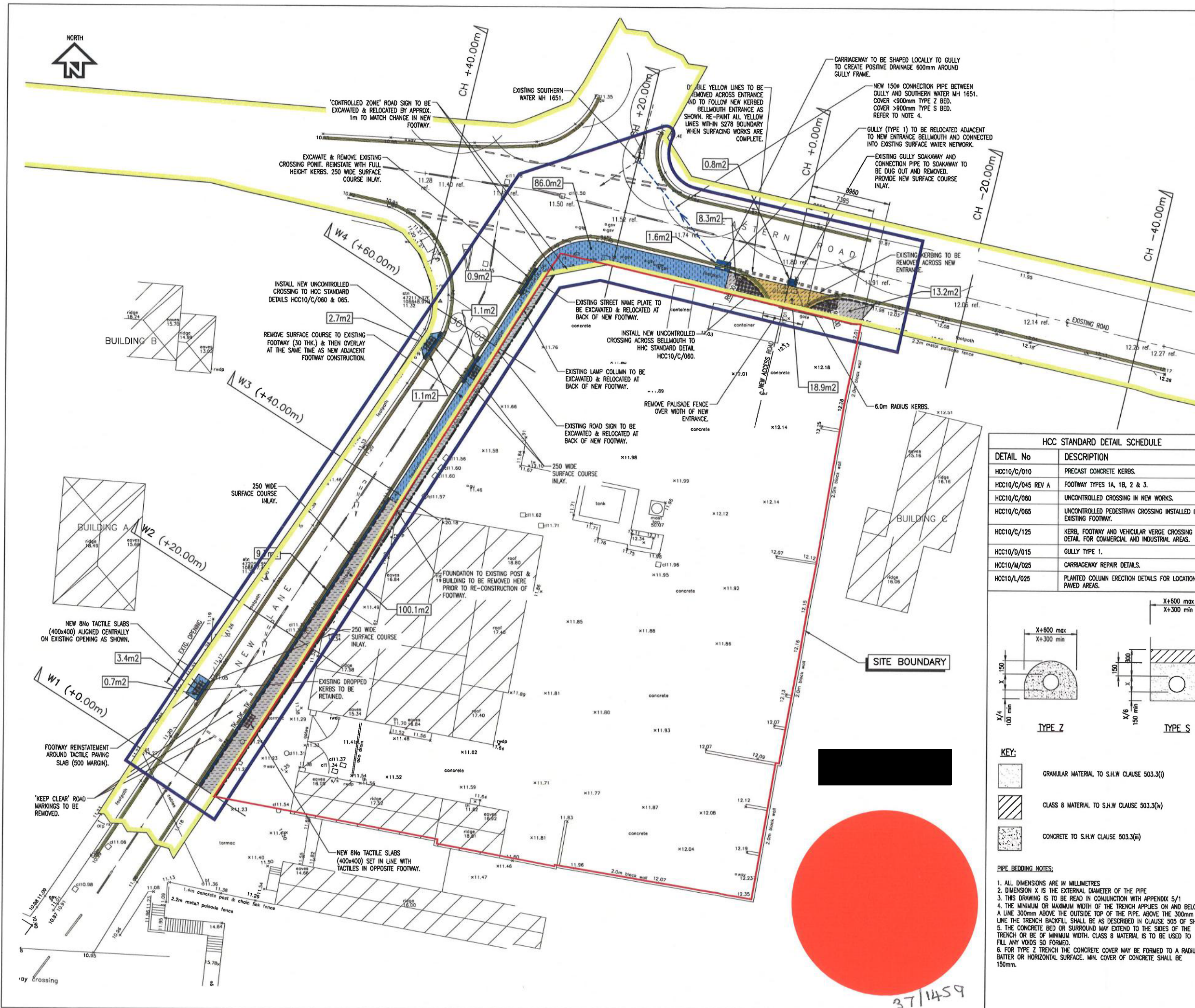
Parties:

1. **Hampshire County Council** of The Castle Winchester SO23 8UJ ("**the County Council**")
 2. **REL Winchester Limited** (company registration number 08780355) whose registered office is situated at 4 Spur Road, Cosham, Portsmouth, Hampshire, England, PO6 3EB ("**the Developer**")
- A. The County Council HAVE AGREED that highway works comprising the provision of removal of existing vehicular access, construction of one new vehicular crossover to form main access point to the development and provision of a new footway associated with the redevelopment of the site ("**the Works**") as identified on drawing numbers 16-2730-1100 Rev C17 and the drainage scheme works associated with the proposed gully to M1651 ("**Drainage Scheme Works**") as identified on drawing numbers 16-2730-1100 Rev C17, and dedication drawing number 16-2730-001 Rev C11 ("**the Drawings**" – all attached hereto) required pursuant to planning permission APP/15/01425 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 38 and Section 278 of the Highways Act 1980.
- B. The County Council is satisfied pursuant to Section 38 and 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 16-2730-002 Rev C1 attached hereto under title number HP512265 and agrees that the Works are for the benefit of the Land.

TERMS AND CONDITIONS

Prior to construction of the Works

1. 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

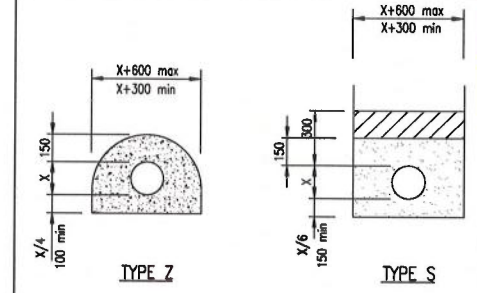


- NOTES:
1. THIS DRAWING IS COPYRIGHT AND SHOULD NOT BE REPRODUCED WITHOUT APPROVAL.
 2. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH THE ARCHITECTS DRAWINGS. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF BOTH PARTIES IMMEDIATELY.
 3. ANY DIMENSIONS/LEVELS INDICATED 'ref.' REFER TO ASSUMED/EXISTING DIMENSIONS WHICH ARE TO BE SITE CHECKED PRIOR TO THE COMMENCEMENT OF ANY WORK.
 4. SITE INVESTIGATION WORKS TO BE UNDERTAKEN AS A FIRST STAGE OF CONSTRUCTION WORKS TO DETERMINE TO VARIABILITY OF THE GULLY CONNECTION TO EXISTING SURFACE WATER MANHOLE 1615 AS SHOWN ON THIS DRAWING. IN THE EVENT THAT THE CONNECTION PROVES TO BE UNBUILDABLE THE DEVELOPER UNDERTAKES TO DESIGN AND CONSTRUCT A NEW SOAKAWAY FOR VEHICLE LOADINGS PRIOR TO COMMENCEMENT OF S278 WORKS.

KEY

- PRECAST HALF BATTERED KERB (TYPE PC1) UNO. REFER HCC STANDARD DETAIL HCC10/C/010.
- PRECAST EDGINGS (TYPE EF).
- [Pattern] NEW FOOTWAY/FOOTPATH (TYPE 1A). REFER HCC STANDARD DETAIL HCC10/C/045 REV A.
- [Pattern] NEW FOOTWAY/FOOTPATH SURFACE COURSE 20 THK. REFER HCC STANDARD DETAIL HCC10/C/045 REV A.
- [Pattern] NEW CARRIAGEWAY CONSTRUCTION. REFER HCC STANDARD DETAIL HCC10/C/125. 150 THK. SUB-BASE TYPE 1 UNBOUND MIXTURE TO CLAUSE 803. 600 THK. CAPPING LAYER FROM SELECTED GRANULAR FILL C1.6F1/F2 CBR<2%.
- [Pattern] CARRIAGEWAY SURFACE COURSE INLAY. CARRIAGEWAY REPAIR DETAIL (TYPE B2). REFER HCC STANDARD DETAIL HCC10/W/025.
- DK DROPPED KERB.
- TK TRANSITION KERB.
- [Pattern] TACTILE PAVING SLABS (400x400) BUFF.
- [Box] EXTENT OF S278 WORKS.
- [Box] SITE BOUNDARY.
- [Line] HCC PUBLIC HIGHWAY BOUNDARY.

HCC STANDARD DETAIL SCHEDULE	
DETAIL No	DESCRIPTION
HCC10/C/010	PRECAST CONCRETE KERBS.
HCC10/C/045 REV A	FOOTWAY TYPES 1A, 1B, 2 & 3.
HCC10/C/060	UNCONTROLLED CROSSING IN NEW WORKS.
HCC10/C/065	UNCONTROLLED PEDESTRIAN CROSSING INSTALLED IN EXISTING FOOTWAY.
HCC10/C/125	KERB, FOOTWAY AND VEHICULAR VERGE CROSSING DETAIL FOR COMMERCIAL AND INDUSTRIAL AREAS.
HCC10/D/015	GULLY TYPE 1.
HCC10/W/025	CARRIAGEWAY REPAIR DETAILS.
HCC10/L/025	PLANTED COLUMN ERECTION DETAILS FOR LOCATIONS IN PAVED AREAS.



- KEY:
- [Pattern] GRANULAR MATERIAL TO S.H.W CLAUSE 503.3(i)
 - [Pattern] CLASS 8 MATERIAL TO S.H.W CLAUSE 503.3(iv)
 - [Pattern] CONCRETE TO S.H.W CLAUSE 503.3(iii)

- PIPE BEDDING NOTES:
1. ALL DIMENSIONS ARE IN MILLIMETRES
 2. DIMENSION X IS THE EXTERNAL DIAMETER OF THE PIPE
 3. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH APPENDIX 5/1
 4. THE MINIMUM OR MAXIMUM WIDTH OF THE TRENCH APPLIES ON AND BELOW A LINE 300mm ABOVE THE OUTSIDE TOP OF THE PIPE. ABOVE THE 300mm LINE THE TRENCH BACKFILL SHALL BE AS DESCRIBED IN CLAUSE 505 OF SHW
 5. THE CONCRETE BED OR SURROUND MAY EXTEND TO THE SIDES OF THE TRENCH OR BE OF MINIMUM WIDTH. CLASS 8 MATERIAL IS TO BE USED TO FILL ANY VOIDS SO FORMED.
 6. FOR TYPE Z TRENCH THE CONCRETE COVER MAY BE FORMED TO A RADIUS BATTER OR HORIZONTAL SURFACE. MIN. COVER OF CONCRETE SHALL BE 150mm.

SURFACE FINISHES - AREAS (m2)	
AREA OF NEW FOOTWAY (INCLUDING TACTILES).	121.6
AREA OF NEW FOOTWAY SURFACE COURSE (INCLUDING TACTILES).	92.1
AREA OF NEW CARRIAGEWAY.	18.9
AREA OF NEW CARRIAGEWAY SURFACE COURSE INLAY.	15.9



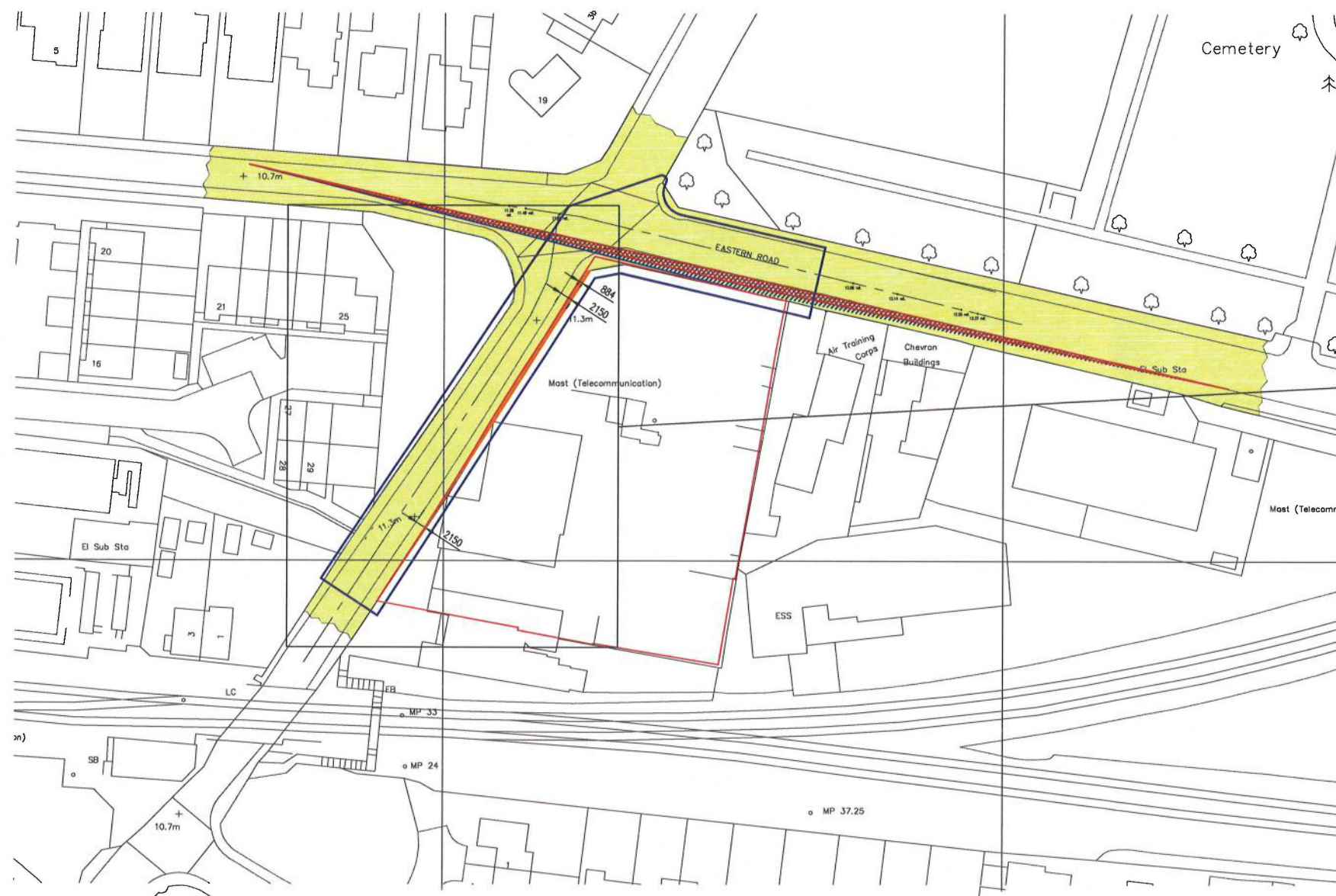
C17 CONSTRUCTION	HDL/11.19	HDL/11.19	HDL/11.19
C16 CONSTRUCTION	HDL/10.19	HDL/10.19	HDL/10.19
C15 CONSTRUCTION	HDL/10.19	HDL/10.19	HDL/10.19
C14 CONSTRUCTION	HDL/10.18	HDL/10.18	HDL/10.18
C13 CONSTRUCTION	HDL/09.18	HDL/09.18	HDL/09.18
C12 CONSTRUCTION	HDL/08.18	HDL/08.18	HDL/08.18
C11 CONSTRUCTION	HDL/06.18	HDL/06.18	HDL/06.18
C10 CONSTRUCTION	HDL/05.18	HDL/05.18	HDL/05.18

ORIGINAL DRAWING SIZE - A1 X-REFS: CAD REF.

HDL HAMILL DAVIES LIMITED Consulting Civil and Structural Engineers

Client: PAUL REX
Project: REDEVELOPMENT, NEW LANE, HAVANT
Drawing Title: SECTION S278 AGREEMENT SURFACING/EXTERNAL WORKS
Purpose: CONSTRUCTION
Drawing Number: SWANMORE
Telephone: 01489 893 596

Scale: 1:200 @ A1
Version: C17



ENLARGED DETAIL
SCALE 1:250.

NOTES:

1. THIS DRAWING IS COPYRIGHT AND SHOULD NOT BE REPRODUCED WITHOUT APPROVAL.
2. THIS DRAWING TO BE READ IN CONJUNCTION WITH THE ARCHITECTS DRAWINGS. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF BOTH PARTIES IMMEDIATELY.
3. ANY DIMENSIONS/LEVELS INDICATED 'ref.' REFER TO ASSUMED/EXISTING DIMENSIONS WHICH ARE TO BE SITE CHECKED PRIOR TO THE COMMENCEMENT OF ANY WORK.

KEY:

-  SITE BOUNDARY
-  VEHICLE VISIBILITY SPLAY 90m x 2.4m
SSD (30mph, -1.2% GRAD) = 90m
-  PEDESTRIAN VISIBILITY SPLAY 90m x 1.5m
-  LAND TO BE DEDICATED FROM REL WINCHESTER LIMITED TO HAMPSHIRE COUNTY COUNCIL
-  HCC PUBLIC HIGHWAY
-  EXTENT OF S278 WORKS.

CONSTRUCTION

C12	CONSTRUCTION	HDL/11.19	HDL/11.19	HDL/11.19
C11	CONSTRUCTION	HDL/10.19	HDL/10.19	HDL/10.19
C10	CONSTRUCTION	HDL/10.19	HDL/10.19	HDL/10.19
C9	CONSTRUCTION	HDL/08.19	HDL/08.19	HDL/08.19
C8	CONSTRUCTION	HDL/10.18	HDL/10.18	HDL/10.18
C7	CONSTRUCTION	HDL/03.18	HDL/03.18	HDL/03.18
C6	CONSTRUCTION	HDL/02.18	HDL/02.18	HDL/02.18
C5	CONSTRUCTION	HDL/02.18	HDL/02.18	HDL/02.18
C4	CONSTRUCTION	HDL/01.18	HDL/01.18	HDL/01.18
C3	CONSTRUCTION	HDL/01.18	HDL/01.18	HDL/01.18
C2	CONSTRUCTION	HDL/09.17	HDL/09.17	HDL/09.17
C1	CONSTRUCTION	HDL/08.17	HDL/08.17	HDL/08.17

Version	Amendment	Checked by and date	Approved by and date
ORIGINAL DRAWING SIZE - A1	X-REFS:		
CAD REF.			

 HAMIL DAVIES LIMITED Consulting Civil and Structural Engineers	Client	PAUL REX
	Project	REDEVELOPMENT, NEW LANE, HAVANT
	Drawing Title	LAND PLAN
	Purpose	CONSTRUCTION
	Drawn HDL	Scale
	Designed	1:500 @ A1
	Drawing Number	Version
	16-2730-001	C11
	Telephone	01489 893 596



NOTES:

1. THIS DRAWING IS COPYRIGHT AND SHOULD NOT BE REPRODUCED WITHOUT APPROVAL.
2. THIS DRAWING TO BE READ IN CONJUNCTION WITH THE ARCHITECTS DRAWINGS. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF BOTH PARTIES IMMEDIATELY.
3. ANY DIMENSIONS/LEVELS INDICATED 'ref.' REFER TO ASSUMED/EXISTING DIMENSIONS WHICH ARE TO BE SITE CHECKED PRIOR TO THE COMMENCEMENT OF ANY WORK.

KEY:

 SITE BOUNDARY

CONSTRUCTION

C1	CONSTRUCTION	HDL/08.17	HDL/08.17	HDL/08.17
P1	PRELIMINARY	HDL/07.17	HDL/07.17	HDL/07.17
Version	Amendment	Revised by and date	Checked by and date	Approved by and date
ORIGINAL DRAWING SIZE - A3		X-REFS:		
CAD REF. -				

 HAMILL DAVIES LIMITED Consulting Civil and Structural Engineers	Client	PAUL REX		
	Project	REDEVELOPMENT, NEW ROAD, HAVANT		
	Drawing Title	SITE LOCATION PLAN		
	Purpose	CONSTRUCTION	Drawn HDL	Scale 1:2500
	Issuing Office	SWANMORE	Designed	
	Telephone	01489 893 596	Drawing Number	16-2730-002
		Version	C1	

371459

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.

2. 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.
3. The Developer shall not carry out any works except in accordance with the Drawing/s approved above.
4. 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.
5. The Cash Deposit ("**Cash Deposit**") in the sum of FIFTY SIX THOUSAND SIX HUNDRED AND TEN POUNDS AND FORTY PENCE (£56,610.40) shall be paid by the Developer to the County Council on the date hereof
6. The Developer shall pay to the County Council an additional Cash Deposit ("**Additional Cash Deposit**") in the event of an increase in the cost of the Drainage Scheme Works. An updated bill of quantity will be provided by the Developer to the County Council then reviewed by a S278 engineer and confirmed by the County Council plus 10%.
7. The Cash Deposit and any Additional Cash Deposit will be returned to the Developer in phases with 50% of the total amount of the Cash Deposit and any Additional Cash Deposit being returned on the issue of the Certificate of Completion ("**Certificate of Completion**") with a minimum of £5,000 retained and the remaining balance shall be 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 and any Additional 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 amount held as the Cash Deposit and any Additional Cash Deposit 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.

8. 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 reasonable costs reasonably incurred 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.
9. 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.
10. The Developer shall use all reasonable endeavours to ensure that the amount of insurance cover maintained by any of its contractors or sub contractors against losses and claims for injuries or damage to persons or property arising out of or in consequence of the Works shall be not less than £10 million in respect of any one claim.
11. The Developer hereby dedicates the land shown coloured orange on drawing number 16-2730-001 Rev C11 attached hereto ("**the Orange Land**") as public highway such dedication to take effect from the issue of the Certificate of Completion provided that on default by the Developer of any of the terms of this Agreement the County Council shall have the right to enter on the Orange Land to complete the Works and in this case the dedication shall be effective from the date of such entry.
12. The Developer must not commence any Works until the Drainage Scheme Works survey and drawings have been submitted and approved by the County Council the Drainage Scheme Works will form part of the Works

Construction of the Works

13. 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.
14. The Developer shall provide a traffic management plan if required by the County Council.

15. The Developer shall not interfere with any drain, culvert, gully, bridge, wall or other highway structure without the consent of the County Council (such consent not to be unreasonably withheld) and shall not close any part of the highway unless the County Council has agreed previously.
16. The Developer shall carry out the Works as agent 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.
17. 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.

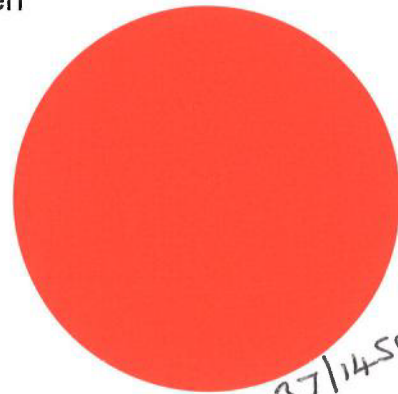
Completion of the Works

18. 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 by the County Council to the Developer 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 notified in writing to it by the County Council and maintaining the Works.
19. 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.
20. 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.
21. 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.

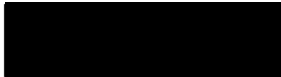
22. In no event shall any delay, neglect or forbearance on the part of the County Council in enforcing (in whole or in part) any provision of this Agreement be or be deemed to be a waiver of that provision or any other provision or shall in any way prejudice the right of that party under this Agreement.
23. This Agreement shall be registered as a Local Land Charge.
24. A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
25. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

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

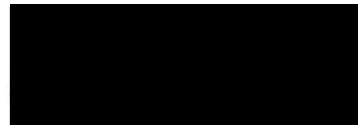
EXECUTED as a DEED by affixing the)
COMMON SEAL of **HAMPSHIRE**)
COUNTY COUNCIL in the presence of:-)



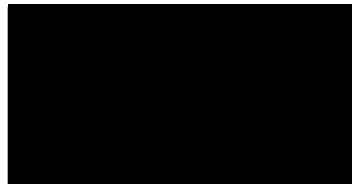
37/1459


Authorised Signatory

EXECUTED as a DEED by)
REL WINCHESTER LIMITED)
Acting by Wayne Ronald Johnson)
A director in the presence of:-)



Witness signature
Witness Name
Witness Address



WARNER GOODMAN LLP
COLMAN HOUSE
2-4 LANDPORT TERRACE
PORTSMOUTH
HAMPSHIRE. PO1 2RG