



DATED

2 March 2022

HAMPSHIRE COUNTY COUNCIL

and

**PHILIP DYMOKE WHITE and FIONA ELIZABETH WHITE and
ALEXANDER STUART DYMOKE WHITE (the trustees of PD White)**

and

REDROW HOMES LIMITED

Deed of Agreement for Highway Works at
Camp Field (land to the west of Havant Crematorium) Bartons Road Havant
(s278 - Harbour Views) APP/19/00007 APP/21/00300 APP/21/00678
pursuant to (inter alia) section 278 and section 38 Highways Act 1980

HCC Legal File Ref: 139062/PDL
HCC Dev. Con. File Ref: R.J508285.01 and JZB86

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

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HAMPSHIRE COUNTY COUNCIL

SECTION 278 AND SECTION 38 DEED OF AGREEMENT

Date: 2 March 2022

PARTIES:

1. **HAMPSHIRE COUNTY COUNCIL** of The Castle Winchester
Hampshire SO23 8UJ ("**the County Council**")
2. **PHILIP DYMOKE WHITE** and **FIONA ELIZABETH WHITE** and
ALEXANDER STUART DYMOKE WHITE of Chidden Farmhouse
Chidden Hambledon Hampshire PO7 4TD in their capacity as trustees
of Philip's Leydene Settlement ("**Adjoining Landowner**")
3. **REDROW HOMES LIMITED** (Company registration number 01990710)
whose registered office address is Redrow House St David's Park
Flintshire CH5 3RX ("**the Developer**")

WHEREAS

- A. The County Council is the Highway Authority for Hampshire
- B. The Adjoining Landowner is the registered proprietor with title absolute of Land A at the land registry under title SH34071
- C. The Developer is the registered proprietor with title absolute of Land B registered at the land registry under title number SH56306 for the benefit of which the Works hereinafter referred to are carried out
- D. The Developer is desirous of entering into this deed for the purposes of securing the carrying out of the Works as defined herein and the Developer has agreed that it will pay the cost of construction and maintenance of the Works
- E. The Adjoining Landowner now wishes to dedicate as public highway that part of Land A upon which the Works are to be constructed which does not currently form part of the public highway and the County Council agrees to accept such dedication and adopt that part of Land

- A and the Works as highway maintainable at public expense on the terms and conditions hereinafter contained
- F. The Developer now wishes to dedicate as public highway that part of Land B upon which the Works are to be constructed which does not currently form part of the public highway and the County Council agrees to accept such dedication and adopt that part of Land B and the Works as highway maintainable at public expense on the terms and conditions hereinafter contained
- G. The County Council is satisfied pursuant to section 278 of the Highways Act 1980 that the Works will be of benefit to the public for the County Council to enter this deed 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

NOW THIS DEED OF AGREEMENT WITNESSETH as follows:

Definitions

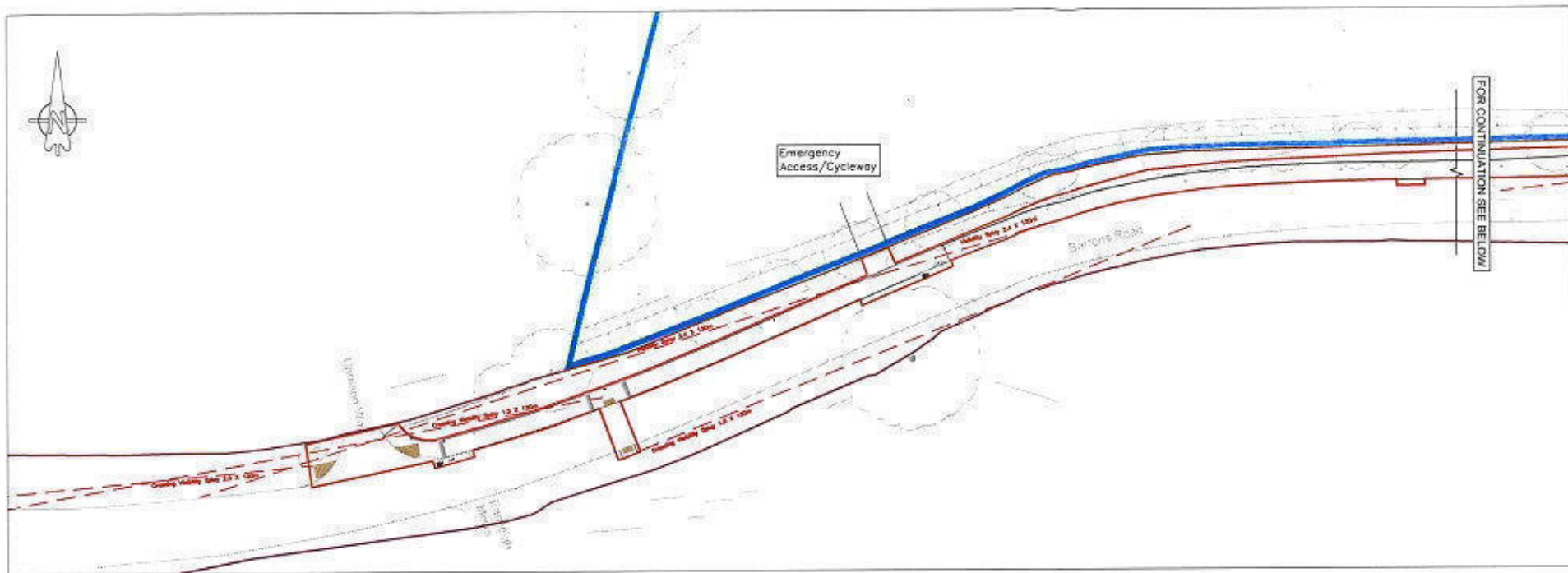
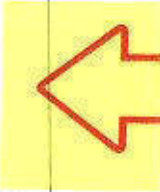
1. In this deed the following expressions shall have the following meanings:

"the Act"	the Town and Country Planning Act 1990
"Bond"	a bond in the sum Three Hundred And Nineteen Thousand Eight Hundred And Forty Five Pounds And Sixty Nine Pence (£319,845.69) of the tender price of the Works as approved by the County Council plus the estimated cost of any commuted sums payable in accordance with clause 7.7 hereof in both cases as approved by the County Council together with the cost of any statutory undertakers works plus ten percent (10%) thereof

"CDM Regulations"	the Construction (Design and Management) Regulations 2015
"Certificate of Completion"	a certificate issued by the County Council confirming the works have been executed to its satisfaction and can be placed on maintenance
"Certificate of Maintenance"	a certificate issued by the County Council pursuant to the provisions of clause 8.2 of this deed following the expiry of the Maintenance Period
"Chartered Engineer"	a person registered as an engineer with the Engineering Council as having the technical knowledge and practical experience to satisfy its preferred requirements to be employed under an approved construction contract in accordance with schedule 2 paragraph 7 and be independent of the Contractor
"Contractor"	a contractor who complies with section 5.2 of the Section 278 Technical Submission Requirements appointed by the Developer to undertake the Works
"Council"	Havant Borough Council
"Construction Contract"	the contract between the Developer and the Contractor

"Development"	the outline proposal for access with all matters reserved for up to 72 new homes plus associated green infrastructure including community orchard to be carried out pursuant to the Outline Permission and the Non-Material Modification (or any other non-material modification under section 96A of the Act) or any variation under section 73 of the Act as determined by the Council
"Director of Economy Transport and Environment"	the County Council's Director of Economy Transport and Environment or such other officer or officers as may from time to time be primarily responsible for the County Council's functions duties and responsibilities as a highway authority pursuant to the Highways Act 1980
"Head of Law and Governance and Monitoring Officer"	the County Council's Head of Law and Governance and Monitoring Officer or such other officer or officers as may from time to time be primarily responsible for the provision of legal advice to the County Council
"Land A"	that part of the Orange Land which is registered at the Land Registry under title number SH34071 as shown for the purposes of identification on the Land Ownership Plan
"Land B"	the part of the Orange Land which is registered at the Land Registry under title number SH56306 as shown for the purposes of identification on the Land Ownership Plan

"Land Ownership Plan"	the plan labelled 6383-MJA-SW-XX-DR-C-610 Rev P1 and appended to this deed which identifies the apportionment of the Site within the separate Land Registry titles identified on the key to that plan
"Maintenance Period"	a period of at least twelve (12) months following the date of the Certificate of Completion
"Management Plan"	a works management plan produced by the Developer showing how in the course of planning and construction of the Works the Developer will: (i) minimise disruption to all types of traffic; (i) avoid instances of newly surfaced highway having to be re-excavated or have further works carried out on them; (ii) minimise the number of closures/diversions required by the Works; (iii) ensure that it takes into consideration the safety of all types of traffic that may be diverted or affected by the Works.
"Non-Material Modification"	Comply with the Hampshire County Permit Scheme the proposal for the non-material



Key

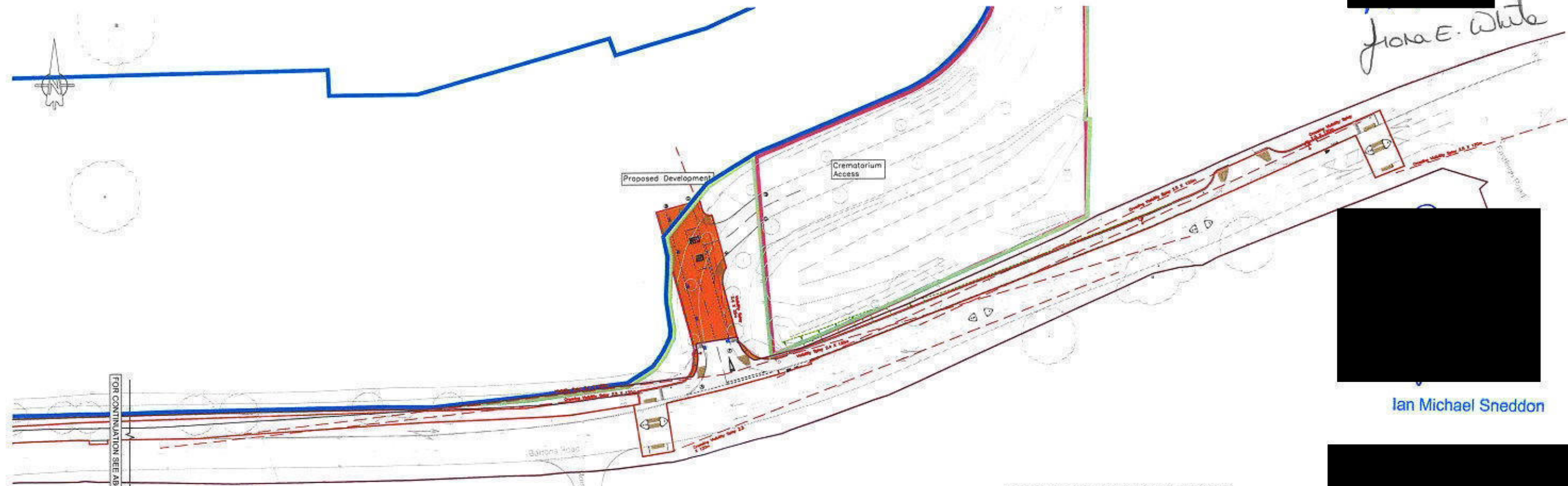
- Existing highway boundary
- Extent of S278 Works
- Development land to be dedicated to Hampshire County Council as public highway

Land Registry Title Boundaries

- SH34071
- SH36840
- SH56306

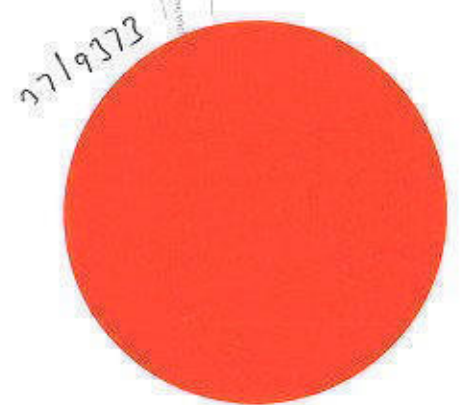
L. Phelps

Jiona E. White



Ian Michael Sneddon

Robert Phelps



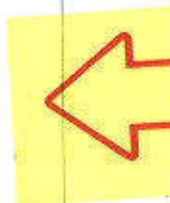
This drawing is to be read in conjunction with all other drawings listed below

- | | |
|------------------|-------------------------------|
| 6383:600 | Topographical Survey |
| 6383:601 | Site Clearance |
| 6383:602 | General Arrangement |
| 6383:603 | Signs & Lines |
| 6383:604 | Surfacing Plan |
| 6383:605 | Levels and Contours Layout |
| 6383:606 | Drainage Layout |
| 6383:607 | Channel Profiles |
| 6383:608 | Construction Details |
| 6383:609 | Land Plan |
| 6383:610 | Land Ownership Plan |
| 6383:612 | Swept Path Analysis - Sheet 1 |
| 6383:613 | Swept Path Analysis - Sheet 2 |
| 6383:614 | Site Boundary Plan |
| SSE303215-LD-001 | Lighting Layout |

Notes:

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

PI	21.01.22	First Issue	WSR	AMc
REV. NO.	DATE	DESCRIPTION	DRAWN	CHECKED
Client		REDROW HOMES	MJA CONSULTING CIVIL & STRUCTURAL ENGINEERS	
Project		Barton's Road, Havant	Ipsium Court, 24 The Quadrant Abingdon Science Park, Abingdon Oxon, OX14 3YS Tel: 01235 856173 Email: mja@mjaconsulting.co.uk	
Title		S278 Works Land Ownership Plan	Scale: 1:500 @ A1 Status: PRELIMINARY Drawn: WSR Project Engineer: AMc MJA Project No: 6383 Date: 01/2022 Drawing Number: 6383-MJA-SW-XX-DR-C-610 Rev: P1	



Ian Michael Sneddon

Robert Phelps

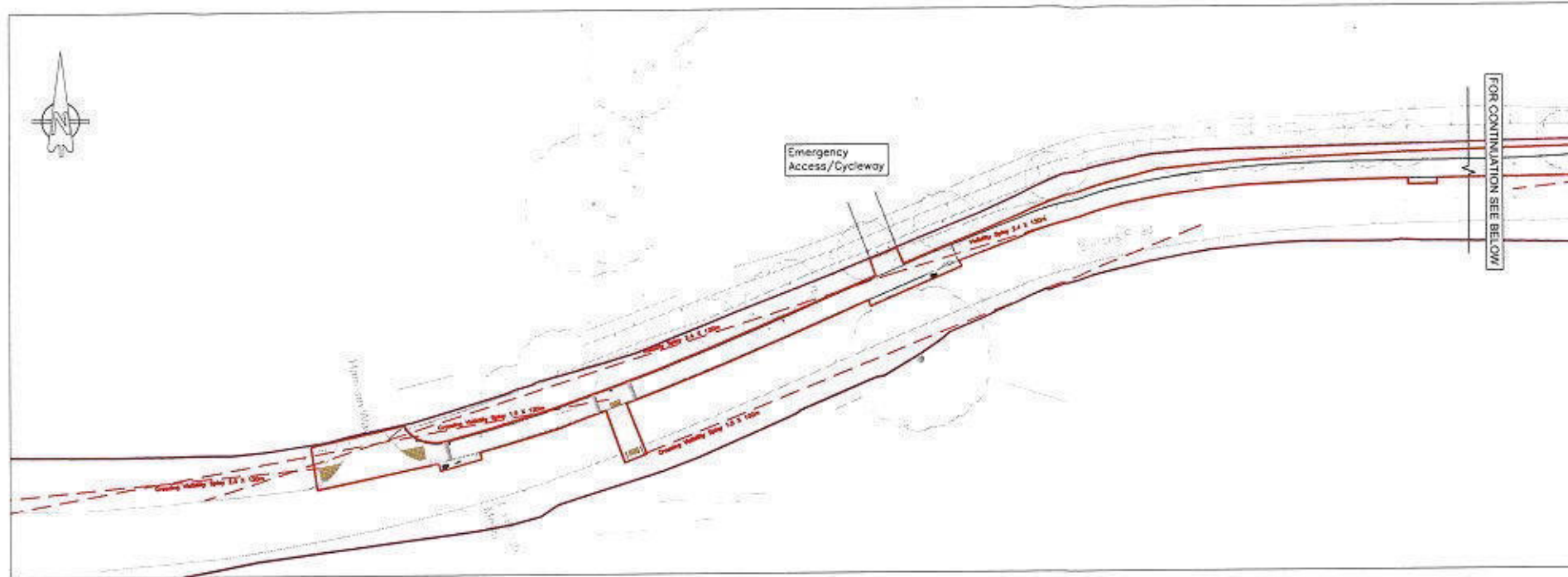
This drawing is to be read in conjunction with all other drawings listed below

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| 6383:600 | Topographical Survey |
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| 6383:603 | Signs & Lines |
| 6383:604 | Surfacing Plan |
| 6383:605 | Levels and Contours Layout |
| 6383:606 | Drainage Layout |
| 6383:607 | Channel Profiles |
| 6383:608 | Construction Details |
| 6383:609 | Land Plan |
| 6383:610 | Cross Sections - Sheet 1 |
| 6383:611 | Cross Sections - Sheet 2 |
| 6383:612 | Swept Path Analysis - Sheet 1 |
| 6383:613 | Swept Path Analysis - Sheet 2 |
| 6383:614 | Site Boundary Plan |
| SE303215-LD-001 | Lighting Layout |

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

P1	07/10/21	First Issue	WSR	AMC
REV. No.	DATE	DESCRIPTION	DRAWN	CHECKED
Client			REDROW HOMES	
Project			Bartons Road, Havant	
Title			S27B Works Site Boundary Plan	
Scale			1:500 @ A1	
Status			PRELIMINARY	
Drawn			WSR	AMC
Project Engineer			AMC	6383
Date			10/2021	
Drawing Number			6383-MJA-SW-XX-DR-C-614	
Rev			P1	

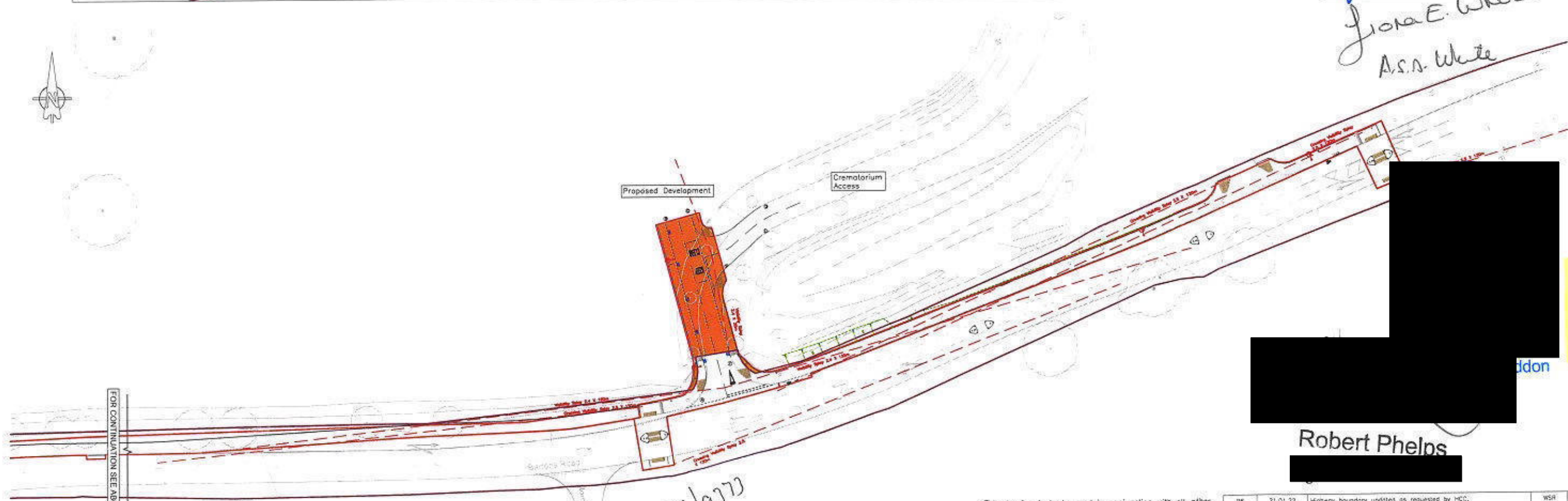
27/9/22



Key	
	Existing highway boundary
	Extent of S278 Works
	Development land to be dedicated to Hampshire County Council as public highway

Please sign

Jona E. White
Asst. White



Robert Phelps

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

6383:600	Topographical Survey
6383:601	Site Clearance
6383:602	General Arrangement
6383:603	Signs & Lines
6383:604	Surfacing Plan
6383:605	Levels and Contours Layout
6383:606	Drainage Layout
6383:607	Channel Profiles
6383:608	Construction Details
6383:609	Land Plan
6383:610	Land Ownership Plan
6383:612	Swept Path Analysis - Sheet 1
6383:613	Swept Path Analysis - Sheet 2
6383:614	Site Boundary Plan
SSE303215-LD-001	Lighting Layout

Notes:

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

REV. No.	DATE	DESCRIPTION	DRAWN	CHECKED
P6	21.01.22	Highway boundary updated as requested by MCC.	WSR	AMc
P5	21.12.21	Land registry title boundary (SH14071) and highway boundary corrected.	WSR	AMc
P4	23.11.21	Land registry title boundaries added to drawing as requested by MCC legal team.	WSR	AMc
P3	07.10.21	Survey corrected and road names added.	WSR	AMc
P2	09.07.21	Drawing amended in line with 1st MCC qudr comments.	WSR	AMc
P1	30.03.21	First Issue	WSR	AMc

 REDROW HOMES		MJA CONSULTING CIVIL & STRUCTURAL ENGINEERS Ipsium Court, 24 The Quadrant, Abingdon Science Park, Abingdon Oxon, OX14 3YB Tel: 01235 555173 Email: mja@mjaconsulting.co.uk	
Client	Bartons Road, Havant	Scale	1:500 @ A1
Project	S278 Works Land Plan	Status	PRELIMINARY
Drawn	WSR	Project Engineer	AMc
Drawing Number	6383-MJA-SW-XX-DR-C-609	MJA Project No.	6383
		Date	03/2021
		Rev	P6

amendment to the Outline Permission to allow for 70 dwellings approved by the Council on 29 April 2021 under reference APP/21/00300

"Orange Land"

that part of the Land shown coloured orange on the drawing number 6383-MJA-SW-XX-DR-C-609 Rev P6 attached to this deed such land to be dedicated pursuant to clause 5.6, which is also shown coloured orange on the Land Ownership Plan for land registry ownership identification purposes only

"Planning Application"

the application for planning permission for the Development submitted to the Council and given reference number APP/19/00007

"Planning Permission"

the outline planning permission subject to conditions granted by the Council pursuant to the Planning Application on 5 October 2020 ("Outline Permission") and amended by the Non-Material Modification or any variations of those conditions determined by the Council under section 73 of the Act or any other non-material amendment of the Outline Permission under section 96A of the Act

"Guidance Notes"

the "Section 278 Technical Submission Requirements" and

"Section 278 Guidance for Developers" prepared by the Director of Economy Transport and Environment to inform the Developer of the processes practices and procedures required by the County Council when undertaking design and works on a highway under s278 Highways Act 1980

"Programme"

the programme for execution of the Works agreed in writing by the County Council pursuant to schedule 2 paragraph 1.1 and shall include;

- start dates, access dates, key dates and completion dates.
- the order and timing of operations of the contractor employed to undertake the works.
- traffic management operations and resources employed.
- allowances for others as required for undertaking works.
- float, time risk and weather allowances
- submission of information and acceptance allowances.

"Site"

the part of the land known as land on the north of Bartons Road Havant comprising part of the land known as

Camp Field (land to the west of Havant Crematorium Bartons Road Havant) as shown edged red on the Site Plan having the benefit of the Planning Permission

"Site Plan"

the plan labelled s278 Works Site Boundary Plan Drawing Number 6383-MJA-SW-XX-DR-C-614 Rev P1 appended to this deed

"Specification"

the 'Manual of contract documents for highway works: Volume 1 Specification for highway works' published by TSO in November 2009 as modified and extended by any supplements and revisions and further as modified and extended by Hampshire County Council's Model Contract Specification (available on request), Hampshire County Council's Highway Construction Standard Details (available at www.hants.gov.uk/transport/developers/standard-details), Hampshire County Council's Technical Guidance Notes (available at www.hants.gov.uk/transport/developers/technical-guidance) and Hampshire County Council's Companion Document to Manual for Streets where applicable (available at <http://documents.hants.gov.uk/transpo>

[rt/manual for streets.pdf](#)) all as in force at the date of commencement of the Works

"TSO" The Stationery Office Limited (03049649) and whose registered office is at 10 Eastbourne Terrace, London W2 6LG being formerly Her Majesty's Stationery Office

"Working Day" any day Monday to Friday inclusive excluding bank holidays between the hours of 0830 and 1630 and the expression 'Working Days' shall be construed accordingly

"Works" the highway works described in schedule 1 hereto

2. This deed is made pursuant to sections 38, 251 and 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
3. Where any agreement certificate or approval is to be given by the County Council under the terms of this deed then the same shall be in writing and not be unreasonably withheld or delayed
4. Any notice or other communication to be served by the Developer under the terms of this deed shall be in writing and shall not be deemed to be given until received by the County Council at The Castle, Winchester, Hampshire SO23 8UJ and addressed to the Head of Law and Governance and Monitoring Officer or to such addressee as the County Council may from time to time stipulate

5. Developer Covenants

5.1 The Developer hereby covenants with the County Council as follows:

The Works

- 5.1.1 To carry out at its own expense and at no cost to the County Council the Works described in schedule 1 as contractor for the County Council in a good and workman like manner and with proper materials and in accordance in all respects with the terms and conditions described in schedule 2
- 5.1.2 To notify the County Council in writing as to the date the Works are opened to the public no later than one (1) month following such opening in addition to and without prejudice to the issuing of the Certificate of Completion

Indemnity

- 5.1.3 That it hereby indemnifies and shall keep indemnified the County Council in respect of all actions claims demands fees charges expenses and proceedings arising out of or in connection with or incidental to the carrying out of the Works and any works required by any statutory undertaker including (but not limited to) any costs expenses and penalties incurred by the County Council in the event the Developer exceeds the timescale specified in the Programme other than those arising under parts I and II of the Land Compensation Act 1973 in respect of which the provisions of below shall apply

Public Liability

- 5.1.4 That it shall without prejudice to its liability under clause 5.3 and 5.5 hereof to indemnify the County Council be insured against public liability risks for a sum of at least ten million pounds (£10,000,000) in respect of any one (1) claim and shall ensure that any person or persons carrying out the Works on its behalf is similarly insured against public liability risks and the Developer or any person authorised by it to carry out the Works shall (without prejudice to the requirements of schedule 2 paragraph 1.9 of this deed) on request by the County Council produce for inspection the relevant original policies of insurance together with receipts for the premiums paid

Land Compensation Claims

5.1.5 That it hereby indemnifies the County Council against all costs associated with its responsibilities and all claims under section 10 of the Compulsory Purchase Act 1965 and pursuant to part I and part II of the Land Compensation Act 1973 (as amended) and regulations made there under (including claims the County Council determine should be met under the provisions of regulation 4 of the Noise Insulation Regulations 1975) arising out of the use of the Works

5.2 The Adjoining Owner hereby covenants with the County Council as set out in clause 5.2.1 and the Developer hereby covenants with the County Council as set out in clause 5.2.2:

Dedication and Covenant

5.2.1 The Adjoining Landowner hereby dedicates the extent of the Orange Land contained in Land A as public highway such dedication to take effect from issue of the Certificate of Completion PROVIDED THAT on default by the Developer of any of the terms of this deed the County Council shall have the right to enter the Orange Land to complete the Works and in this case dedication shall be effective from the date of such entry

5.2.2 The Developer hereby dedicates the extent of the Orange Land contained in Land B as public highway such dedication to take effect from issue of the Certificate of Completion PROVIDED THAT on default by the Developer of any of the terms of this deed the County Council shall have the right to enter the Orange Land to complete the Works and in this case dedication shall be effective from the date of such entry

Security

Bond

6 The Developer covenants not to commence the Works until it has provided to the County Council a Bond by a surety acceptable to the

Head of Law and Governance and Monitoring Officer to the effect that if the Developer fails at any time to carry out or observe any of the terms conditions and stipulations on its part contained in this deed or in the event of the Developer becoming bankrupt or going into liquidation or entering administrative receivership or entering into a deed of arrangement for the benefit of its creditors the surety shall pay to the County Council on demand such sum as may be certified by the County Council to be required in order to complete the Works or reinstate the highway or complete such alternative works as the County Council considers appropriate and remedy any defects prior to the Works becoming maintainable at the public expense or occurring or discovered during the Maintenance Period and the cost of any other sums due under the terms of this deed and such further sum as the Head of Law and Governance and Monitoring Officer may certify to be necessary to fully reimburse the County Council in respect of any costs and expenses incurred by the County Council in the enforcement of the obligations on the part of the Developer under this deed together with the cost to the County Council of preparing an alternative contract and of supervising the execution of this alternative contract PROVIDED THAT upon issue of the Certificate of Completion the Bond may be reduced by eighty five percent (85%) or to the sum of five million pounds (£5,000.00) whichever is the greater value as agreed by the County Council and PROVIDED FURTHER that upon issue by the County Council of the Certificate of Maintenance the Bond shall be released

Payments

- 7 The Developer further covenants with the County Council to pay to the County Council:

On the date of this deed

- 7.1 On the date hereof the whole of the reasonable costs incurred by the Head of Law and Governance and Monitoring Officer and the Director of Economy Transport and Environment related to this deed.

Prior to commencement of the Works

- 7.2 On demand and in any event prior to commencement of the Works the reasonable cost to the County Council of approving the detailed contract drawings for the Works including the cost of approval of preliminary design check drawings and structural approvals (less any pre-check fees already paid to the County Council) on account of such costs
- 7.3 On demand and in any event prior to commencement of the Works a sum equal to five per cent (5%) of the cost of the Works as estimated by the County Council or two thousand pounds (£2,000) (whichever is the greater) being a sum on account of the County Council's reasonable costs incurred in inspecting and administering the Works and further shall pay any additional sum incurred by the County Council's in inspecting and administering the Works within ten (10) Working Days following receipt of an invoice from the County Council
- 7.4 Prior to commencement of the Works the full cost to the County Council of any road traffic orders required to facilitate the Works
- 7.5 Prior to commencement of the Works the full cost to the County Council of any permanent traffic regulation orders or road hump notices

Prior to issue of Certificate of Completion

- 7.6 Prior to the issue of the Certificate of Completion and in respect of the future maintenance of:-
- 7.6.1 soakaways (if any) including any rubble drains terminal soakaways or linear ditch soakaways – a commuted sum of £3,500.00 per soakaway
PROVIDED THAT should any soakaway have a cubic capacity exceeding 5 cubic metres an additional sum will be payable calculated pro rata in respect of any cubic capacity in excess of 5 cubic metres

- 7.6.2 unusual paving surfacing and high friction surfaces (if any) a commuted sum equal to the replacement cost
- 7.6.3 illuminated signs (if any) a commuted sum equal to the replacement cost
- 7.6.4 decorative (i.e. non-standard) street lighting (if any) a commuted sum equal to the replacement cost
- 7.6.5 street furniture (if any) a commuted sum equal to the replacement cost
- 7.6.6 bus shelters (including any variable message signs traffic travel and bus passenger information) (if any) a commuted sum equal to the replacement cost
- 7.6.7 landscape works (if any) a commuted sum of:
 - 7.6.7.1 in respect of any bed, grass or shrub planting £40 per square metre
 - 7.6.7.2 in respect of any new trees £400 per tree
 - 7.6.7.3 in respect of any retained trees £1,500 per tree
- 7.6.8 highway structures (including culverts over 900mm diameter head walls and retaining walls with a retained height of over 1500mm or more) (if any) 20% of the works cost of the construction of those works
- 7.6.9 traffic signal installations (including controlled pedestrian crossings and any CCTV variable message signs traffic travel and bus passenger information systems)(if any) 20% of the works cost of the construction of those works including inter-alia ducts draw pits signal poles and any other costs incurred by the County Council in respect of loop cutting and installation
- 7.6.10 hydro brakes petrol interceptors pebble drains linear ditches (if any) a commuted sum equal to the replacement cost per hydro brake petrol interceptor pebble drains linear ditch

7.6.11 Water attenuation systems Sustainable Drainage Systems (SUDS) and any other drainage systems other than those referred to in Clauses 7.7.1 and 7.7.10 above (if any) a commuted sum equal to such systems being solely for the disposal of highway water

7.7 On demand and in any event prior to the issue of the Certificate of Completion the costs of all design checks and inspections together with any accrual payment incurred or to be incurred at the time of adoption by the County Council in respect of the Works pursuant to the South Coast Street Lighting Private Finance Initiative

7.8 Prior to the issue of the Certificate of Completion any sums due pursuant to schedule 2

Prior to the Reduction of the Bond

7.9 On demand and in any event prior to the reduction of the of the Bond the sum of one hundred and fifty pounds (£150) for costs incurred in approving administering and reducing the Bond required pursuant to clause 6

Prior to the Release of the Bond

7.10 On demand and in any event prior to the release of the of the Bond the sum of one hundred and fifty pounds (£150) for costs incurred in approving administering and releasing the Bond required pursuant to clause 6

7.11 On demand and in any event prior to the issue of the Certificate of Maintenance the costs of all design checks and inspections together with any accrual payment incurred or to be incurred at the time of adoption by the County Council in respect of the Works pursuant to the South Coast Street Lighting Private Finance Initiative

7.12 Prior to the issue of the Certificate of Maintenance any sums due pursuant to schedule 2

Payment on Demand

- 7.13 Where any payment due to the County Council under this deed is outstanding the Developer covenants with the County Council that the Developer shall pay all outstanding payments to the County Council within ten (10) Working Days of the County Council's written demand ("the demand") as well as the interest at a rate of four percent (4%) per annum above the base lending rate of the HSBC Bank PLC at the date of the demand on the sum outstanding from the due date under this deed until the actual date of payment to the County Council

County Council's Covenants

- 8 The County Council hereby covenants with the Developer as follows:
- 8.1 That it hereby authorises the Developer and the Contractor to carry out the Works within the public highway subject to and strictly in accordance with the terms conditions and stipulations in schedule 2
- 8.2 That upon completion of the Works to the satisfaction of the County Council the County Council will issue a Certificate of Completion and as from the date of the Certificate of Completion that part of the Works as are at the date of this deed within the public highway or which are on that part of the Land which will become public highway pursuant to clause 5.6 of this deed shall become maintainable at public expense SAVE THAT for the Maintenance Period the Developer shall maintain the Works and after the expiry of the Maintenance Period and PROVIDED ALWAYS that the Works have been fully maintained as aforesaid and that any defects appearing or safety issues identified during the Maintenance Period have been made good and all sums due under this deed have been paid the County Council shall thereupon issue a Certificate of Maintenance PROVIDED FURTHER THAT the County Council shall be at liberty to delay the issue of the

Certificate of Maintenance if in its opinion the Works are likely to be used by heavy or other construction vehicles driven by or on behalf of the Developer or his or its servants and agents or contractors in connection with road or building works carried out on the Land or on adjoining land in any which cases the Maintenance Period shall be extended accordingly

Further Agreement Between the parties

9 It is further agreed between the parties that:

- 9.1 In accordance with Regulation 4(8) of the CDM Regulations the Developer hereby elects to be the only client for the purposes of the CDM Regulations for any part of the Works as may be within the public highway and the County Council consents to such an election and for the avoidance of doubt the County Council shall have a duty only under regulations 4(4), 8(4) and 8(6) of the CDM Regulations insofar as those duties relate to health and safety information in the County Council's possession as a highway authority
- 9.2 If the estimated value of the contract for the Works equals or exceeds the threshold identified in regulation 5(1) of the Public Contracts Regulations 2015 then the Developer as contractor for the County Council shall in appointing an economic operator to carry out the Works comply with the Public Contracts Regulations 2015.

Non-Compliance

10 Failure to comply:

- 10.1 Without prejudice to the terms hereof if the Developer fails to execute or complete the Works in accordance with its obligations hereunder the County Council shall after not less than ten (10) Working Days' notice in writing to the Developer (or immediately in any case of emergency or danger) be entitled to complete the Works or reinstate the highway or complete such alternative works as the County Council considers appropriate in default with its own employees or by contract or otherwise (entering the Land if necessary to do so)

and to recover the cost as certified by the County Council from the Developer

- 10.2 In the event that the Developer fails to execute or complete the Works in accordance with the timescale set out within the notice referred to in clause 10 and the County Council is subsequently required to exercise its powers set down in clause 10 hereof then the authority given to the Developer under clause 8.1 shall be immediately revoked

Arbitration

11. Save for matters of interpretation of this deed (which shall be matters for the Court) in the event of any dispute arising between the parties hereto in respect of any matter contained in this deed including questions of value and any question of reasonableness the same shall be referred to an expert ("Expert") to be agreed upon between the parties hereto or at the request and option of either of them to be nominated at their joint expense by or on behalf of the president for the time being of the Royal Institution of Chartered Surveyors and the Expert's decision shall be final and binding on the parties hereto and whose costs (including the re-imbursement of the costs of any other experts' fees) shall be at his discretion
12. The Expert shall:
- 12.1. have at least ten (10) years post qualification experience in the subject matter of the dispute
 - 12.2. be appointed subject to an express requirement that it reaches a decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty (20) Working Days from the date of its appointment to act
 - 12.3. be required to give notice to each of the third parties inviting each of them to submit to him within such period as it shall reasonably determine within ten (10) Working Days of its appointment written submissions and supporting material and shall afford to each of the said parties an opportunity to make

counter submissions within a further five (5) Working Days in respect of any such submission and material and the Expert shall disregard any representations made out of time and the Expert's decision shall be given in writing within fifteen (15) Working Days from receipt of any counter submissions or in the event that there are no counter submissions within fifteen (15) Working Days of receipt of the written submissions and supporting material with reasons and in the absence of manifest error the Expert's decision shall be final and binding on the said parties

13. It is hereby declared and agreed between the parties hereto that nothing in clauses 11 and 12 shall be taken to fetter the ability of the County Council to seek legal redress of any breach of the obligations entered into by the Developer in this deed

Miscellaneous

14. The Developer hereby agrees that the Works are for the benefit of the public
15. If the Works have not commenced in accordance with the terms of this deed within two (2) years of the date hereof this deed (save always for any outstanding liabilities on the part of the Developer) shall absolutely determine and cease to have any effect unless otherwise agreed in writing
16. For the avoidance of doubt reference wherever it appears in this deed to the Developer shall not include any successor in title thereto in respect of the authority granted to the Developer to carry out the Works pursuant to clause 8.1
17. The Adjoining Owner confirms that any interest it may have in the Orange Land contained in Land A is bound by this deed to dedicate as provided for in clause 5.2.1 and it is agreed that the Adjoining Owner will have no other liability in this deed.
18. Reference whenever it appears in this deed to any statute or other legislation shall include any amendment thereto or other regulations Codes of Practice or other directions made or given thereunder

19. Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 nothing in this deed confers or purports to confer any rights to enforce any of the terms and provisions herein on any person who is not a party hereto or a successor in title to a party hereto
20. 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 deed 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 deed
21. Reference whenever it appears in this deed to any statute or other legislation shall include any amendment thereto or other regulations Codes of Practice or other directions made or given thereunder
22. This deed shall be registered as a Local Land Charge

Consents

23. The Adjoining Landowner consents and the Developer consents to entering into this deed

Trustees Liability

24. Philip Dymoke White, Fiona Elizabeth White and Alexander Stuart Dymoke White enter into this deed in their capacity as trustees of a settlement known as Philip's Leydene Settlement and made on 8 August 1983 between Lynton Stuart White(1) and Phyllis Marie Rochfort White, Richard Charles Kirby and Peter Richard Wingate Pemberton (2) only and not in their personal capacity (and shall not incur any personal liability of any sort under or by virtue of this Deed nor in relation to any related documents, matters or claims whatsoever) and their liability as trustees shall be limited to the value of the assets in the Philip's Leydene Settlement (after deduction of any relevant taxes, costs, liabilities and other reasonable and proper expenses) and which are in their possession or under their control from time to time by virtue of their respective appointments as trustees of Philip's Leydene Settlement.

SCHEDULE 1

Description of Works

The Works referred to in this deed and shown in principle on Drawings

6383-MJA-SW-XX-DR-C-601 Rev P8

6383-MJA-SW-XX-DR-C-602 Rev P8 General Arrangement drawing

6383-MJA-SW-XX-DR-C-603 Rev P8

6383-MJA-SW-XX-DR-C-604 Rev P10

6383-MJA-SW-XX-DR-C-605 Rev P6

6383-MJA-SW-XX-DR-C-606 Rev P6

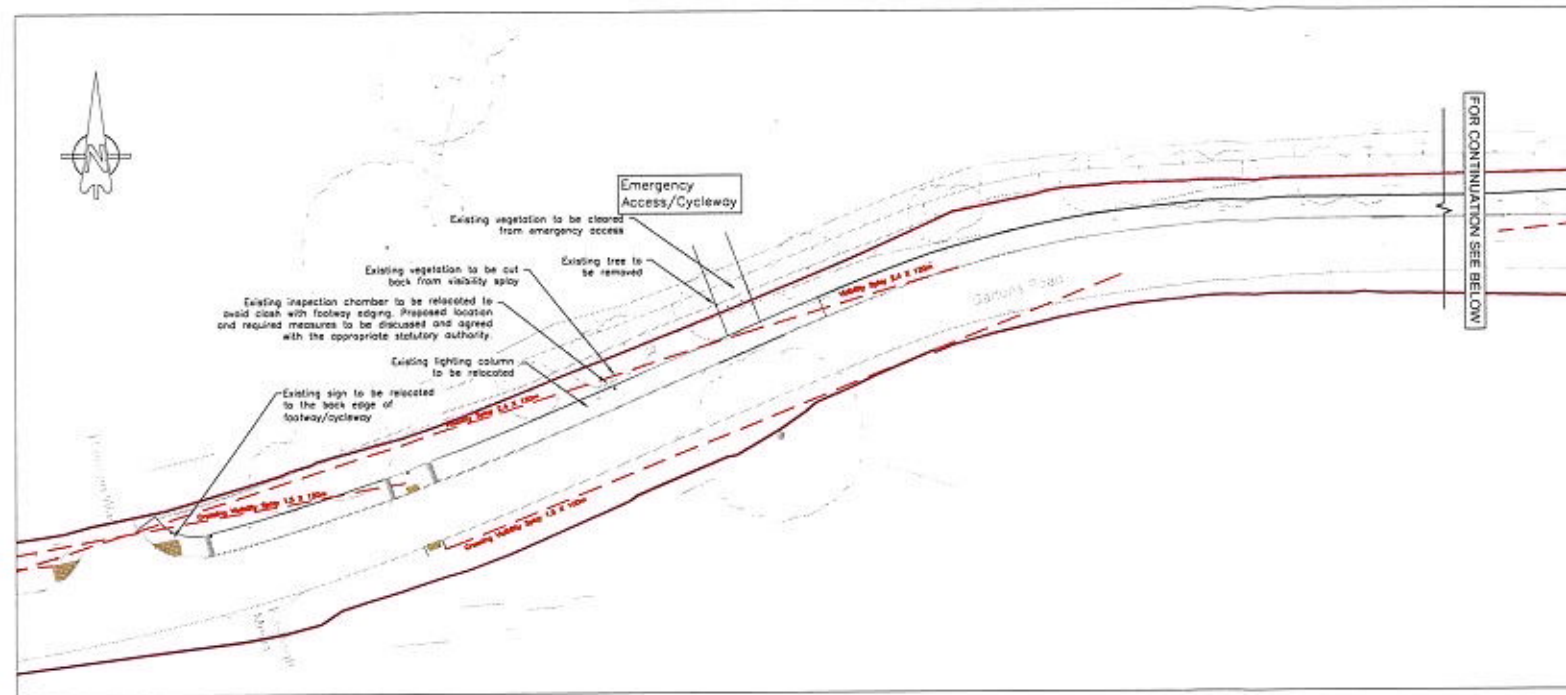
6383-MJA-SW-XX-DR-C-607 Rev P1

6383-MJA-SW-XX-DR-C-608 Rev P3

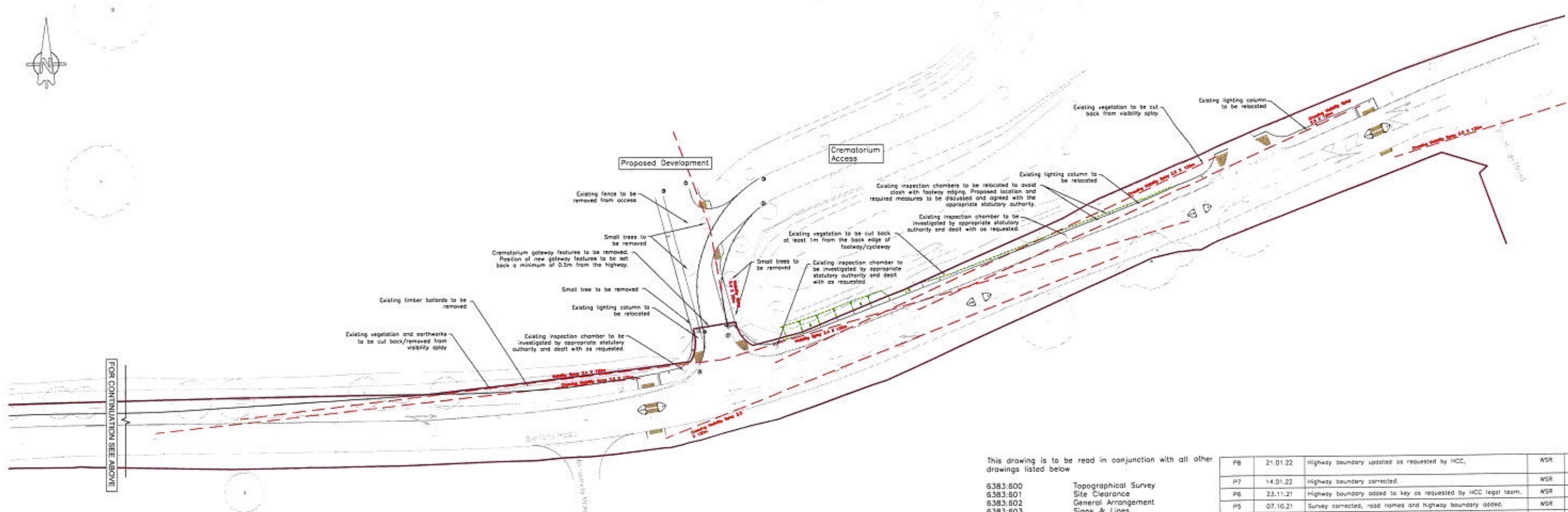
attached hereto shall comprise the provision of:-

Improved junction access, relocated access to crematorium and cycleway works

TOGETHER WITH such ancillary works as may be required by the County Council which ancillary works may include inter alia the provision of street lighting traffic signs carriageway markings footways street furniture and drainage and any necessary alterations to statutory undertakers equipment PROVIDED THAT if the Department for Transport Technical Design Standards or Advice is amended after the date of this deed the County Council shall be at liberty to review the Works and require any amendments it deems necessary to ensure that the Works comply with the revised standards and advice SAVE THAT in circumstances where detailed contract drawings have been approved in writing by the County Council and the Works are commenced within three (3) months of the date of the written approval thereof then SUBJECT ALWAYS TO AND WITHOUT PREJUDICE to schedule 2 paragraph 12 hereof the County Council shall not seek any amendments to the Works



Key	
	Existing kerb and kerb foundation/backing to be removed
	Existing gully to be broken out. Backfilling to precast gully shall be carried out up to sub formation level with general fill material Class 1, as described in MCHW Table 6/1 compacted in compliance with Clause 612.
	Gully connection to be retained and extended to proposed gully
	Existing highway boundary



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

6383:600	Topographical Survey
6383:601	Site Clearance
6383:602	General Arrangement
6383:603	Signs & Lines
6383:604	Surfacing Plan
6383:605	Levels and Contours Layout
6383:606	Drainage Layout
6383:607	Channel Profiles
6383:608	Construction Details
6383:609	Land Plan
6383:610	Land Ownership Plan
6383:612	Sweep Path Analysis - Sheet 1
6383:613	Sweep Path Analysis - Sheet 2
6383:614	Site Boundary Plan
SSE303215-LD-001	Lighting Layout

Notes:

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

REV. No.	DATE	DESCRIPTION	WSR	AMC
P8	21.01.22	Highway boundary updated as requested by HCC.	WSR	AMC
P7	14.01.22	Highway boundary corrected.	WSR	AMC
P6	23.11.21	Highway boundary added to key as requested by HCC legal team.	WSR	AMC
P5	07.10.21	Survey corrected, road names and highway boundary added.	WSR	AMC
P4	17.08.21	Drawing amended in line with 2nd HCC audit comments.	WSR	AMC
P3	09.07.21	Drawing amended in line with 1st HCC audit comments.	WSR	AMC
P2	27.04.21	Drawing amended in line with Stage 1/2 RSA recommendations.	WSR	AMC
P1	24.03.21	First issue.	WSR	AMC
REV. No.	DATE	DESCRIPTION	DRAWN	CHECKED

REDROW

MJA CONSULTING
CIVIL & STRUCTURAL ENGINEERS

Issum Court, 24 The Quadrant,
Abingdon Science Park, Abingdon
Oxon, OX14 3YS
Tel: 01235 555173
Email: mja@mjaconsulting.co.uk

Client: Bortons Road, Havant

Project: S278 Works Site Clearance

Scale: 1:500 @ A1

Status: PRELIMINARY

Drawn: WSR

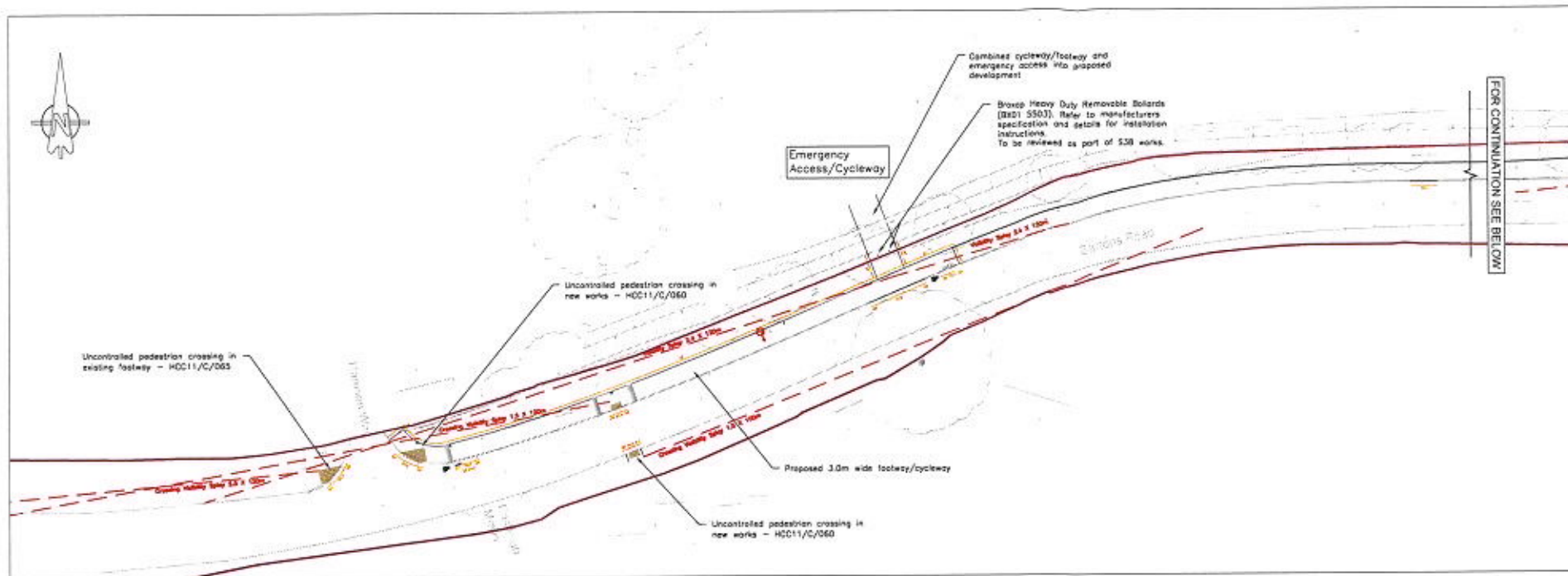
Project Engineer: AMC

MJA Project No: 6383

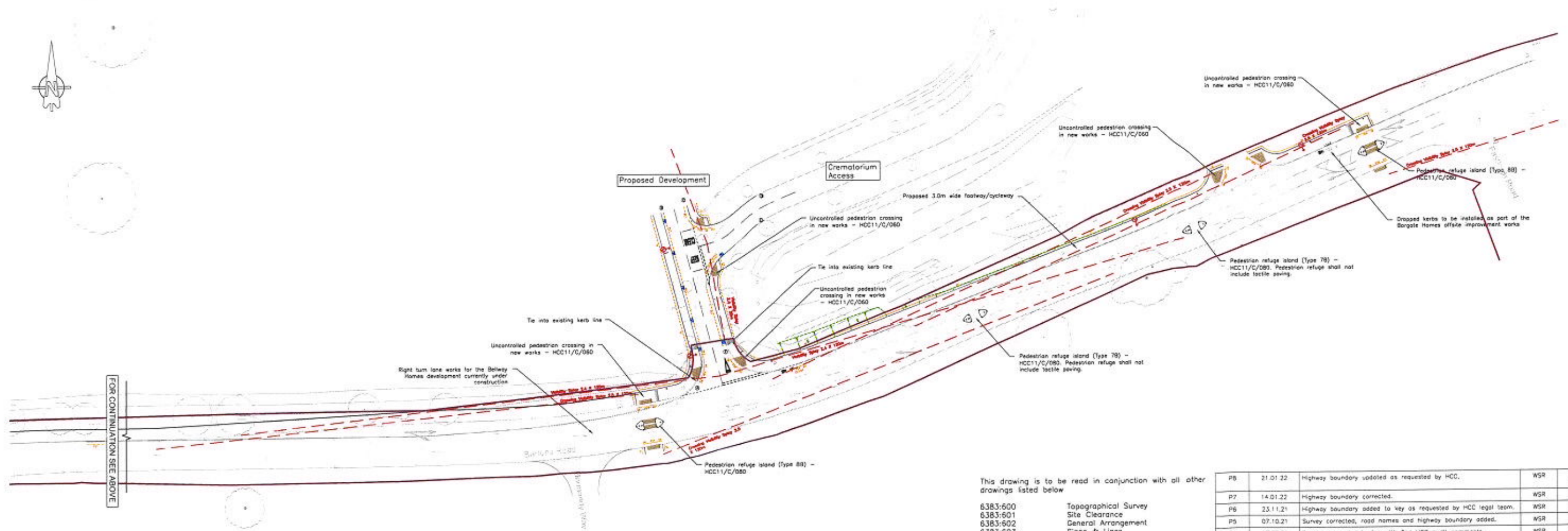
Date: 03/2021

Drawing Number: 6383-MJA-SW-XX-DR-C-601

Rev: P8



Key	
	PC1 Kerb with 100mm upstand. Refer to Hampshire standard detail HCC11/C/010
	PC3 Kerb with 25mm upstand. Refer to Hampshire standard detail HCC11/C/010 7
	PC4 Kerb with 0mm upstand. Refer to Hampshire standard detail drawings HCC11/C/010, HCC11/C/060 and HCC11/C/065
	Dropper kerb
	Concrete edging laid flush. Refer to Hampshire standard detail HCC11/C/045
	Buff coloured corduroy paving in accordance with DETR Guidance on the use of Tactile Paving.
	Gully Type 1T. Refer to Hampshire standard detail HCC11/C/015
	Position of proposed/relocated lighting column. Design to be carried out by SSE - exact location and specification to be confirmed.
	Existing highway boundary



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

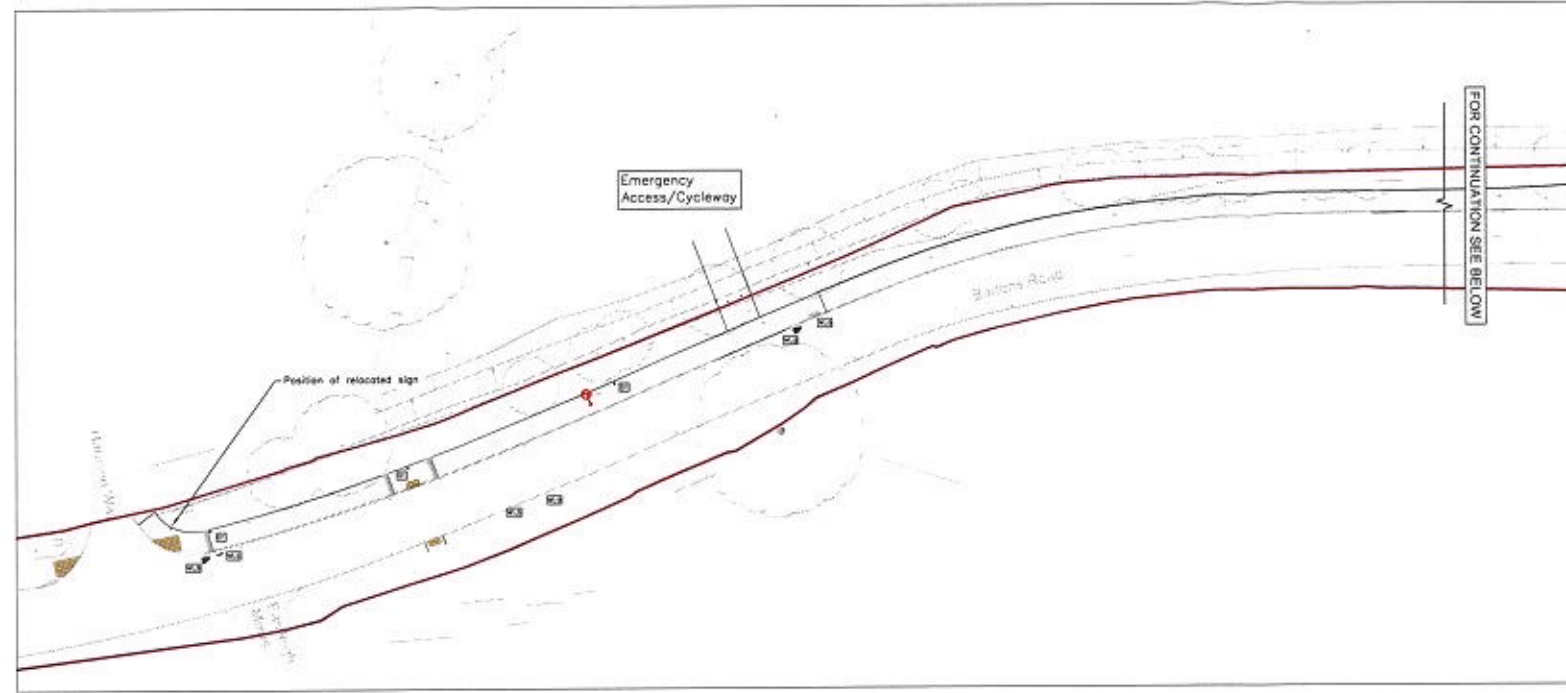
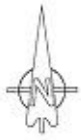
6383:600	Topographical Survey
6383:601	Site Clearance
6383:602	General Arrangement
6383:603	Signs & Lines
6383:604	Surfacing Plan
6383:605	Levels and Contours Layout
6383:606	Drainage Layout
6383:607	Channel Profiles
6383:608	Construction Details
6383:609	Land Plan
6383:610	Land Ownership Plan
6383:612	Swept Path Analysis - Sheet 1
6383:613	Swept Path Analysis - Sheet 2
6383:614	Site Boundary Plan
SSE303215-LD-001	Lighting Layout

Notes:

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

REV	No	DATE	DESCRIPTION	WSR	AMC
P8	21.01.22		Highway boundary updated as requested by HCC.	WSR	AMC
P7	14.01.22		Highway boundary corrected.	WSR	AMC
P6	23.11.21		Highway boundary added to key as requested by HCC legal team.	WSR	AMC
P5	07.10.21		Survey corrected, road names and highway boundary added.	WSR	AMC
P4	17.08.21		Drawing amended in line with 2nd HCC audit comments.	WSR	AMC
P3	09.07.21		Drawing amended in line with 1st HCC audit comments.	WSR	AMC
P2	27.04.21		Drawing amended in line with Stage 1/2 RSA recommendations.	WSR	AMC
P1	24.03.21		First issue.	WSR	AMC
				DRAWN	CHECKED

REDROW HOMES		MJA CONSULTING CIVIL & STRUCTURAL ENGINEERS Isium Court, 24 The Quadrant, Abingdon Science Park, Abingdon Oxon, OX14 3YS Tel: 01235 556173 Email: mja@mjaconsulting.co.uk	
Client Bartons Road, Havant		Scale: 1:500 @ A1 Status: PRELIMINARY	
Title S278 Works General Arrangement		Drawn: Project Engineer MJA Project No: 6383 Date: 03/2021 Drawing Number: 6383-MJA-SW-XX-DR-C-602 Rev: P8	



Key
Existing highway boundary



Sign Reference	956 - S1
Height	450mm
Width	450mm
Area *	0.16 sq.m
Material	Class RA2 (12899-1:2007)
Mount Height	2300

Sign Reference	956 - S2
Height	230mm
Width	534mm
Area *	0.12 sq.m
Material	Class RA2 (12899-1:2007)
Mount Height	2300

Sign Reference	670-30
Height	600mm
Width	600mm
Area *	0.28 sq.m
Material	Class RA2 (12899-1:2007)
Mount Height	2300

Sign Reference	670-40
Height	600mm
Width	600mm
Area *	0.28 sq.m
Material	Class RA2 (12899-1:2007)
Mount Height	2300

Schema Ref.	Barton Road
Sign Ref.	7014
Letter colour	BLACK
Background	WHITE
Border	BLACK
Material	Class RA2 (12899-1:2007)
x-height	50.0
SIGN FACE	
Width	880 mm
Height	285 mm
Area	0.25 m ²

POST(S) & FOUNDATIONS			
Mounting Height	2300mm	Bases	Individual
Number	1	Base Width	300mm
Size	60.3x3.0CHS	Base Length	300mm
Length	3150mm	Base Depth	800mm
Centres	N/A	Base Vol. g/a	0.072 m ³
Illumination	No	Earth Cover	0mm

Schema Ref.	7014
Sign Ref.	7014
Letter colour	WHITE
Background	RED
Border	WHITE
Material	Class RA2 (12899-1:2007)
x-height	75.0
SIGN FACE	
Width	1000mm
Height	580mm
Area	0.58sq.m

POST(S) & FOUNDATIONS			
Mounting Height	2100mm	Bases	Individual
Number	1	Base Width	300mm
Size	60.3x3.0CHS	Base Length	300mm
Length	3330mm	Base Depth	800mm
Centres	N/A	Base Vol. g/a	0.072 m ³
Illumination	No	Earth Cover	0mm

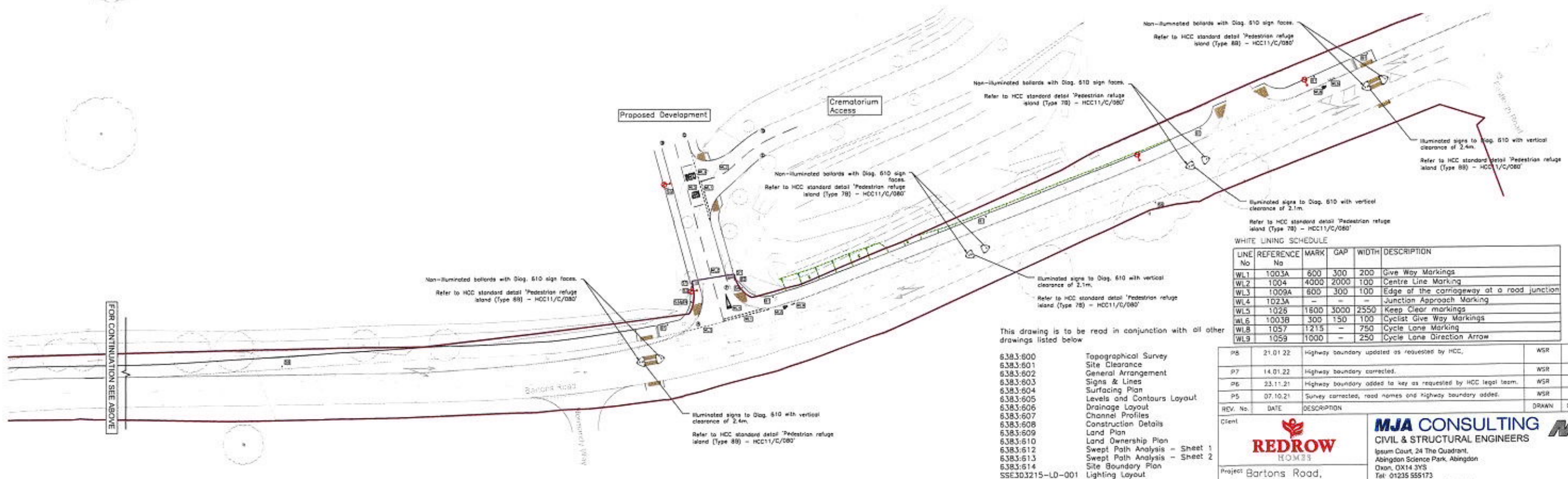
POST(S) & FOUNDATIONS			
Mounting Height	2300mm	Bases	Individual
Number	1	Base Width	300mm
Size	60.3x3.0CHS	Base Length	300mm
Length	3150mm	Base Depth	800mm
Centres	N/A	Base Vol. g/a	0.072 m ³
Illumination	No	Earth Cover	0mm

POST(S) & FOUNDATIONS			
Mounting Height	2100mm	Bases	Individual
Number	1	Base Width	300mm
Size	60.3x3.0CHS	Base Length	300mm
Length	3150mm	Base Depth	800mm
Centres	N/A	Base Vol. g/a	0.072 m ³
Illumination	No	Earth Cover	0mm



Ensign™ Bollard with 300# Diag.
956 sign face on both sides
manufactured by Glasdon Ltd
To be installed as per
manufacturers specification.

S1



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

- 6383:600 Topographical Survey
- 6383:601 Site Clearance
- 6383:602 General Arrangement
- 6383:603 Signs & Lines
- 6383:604 Surfacing Plan
- 6383:605 Levels and Contours Layout
- 6383:606 Drainage Layout
- 6383:607 Channel Profiles
- 6383:608 Construction Details
- 6383:609 Land Plan
- 6383:610 Land Ownership Plan
- 6383:612 Swept Path Analysis - Sheet 1
- 6383:613 Swept Path Analysis - Sheet 2
- 6383:614 Site Boundary Plan
- SSE303215-LD-001 Lighting Layout

Notes:

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

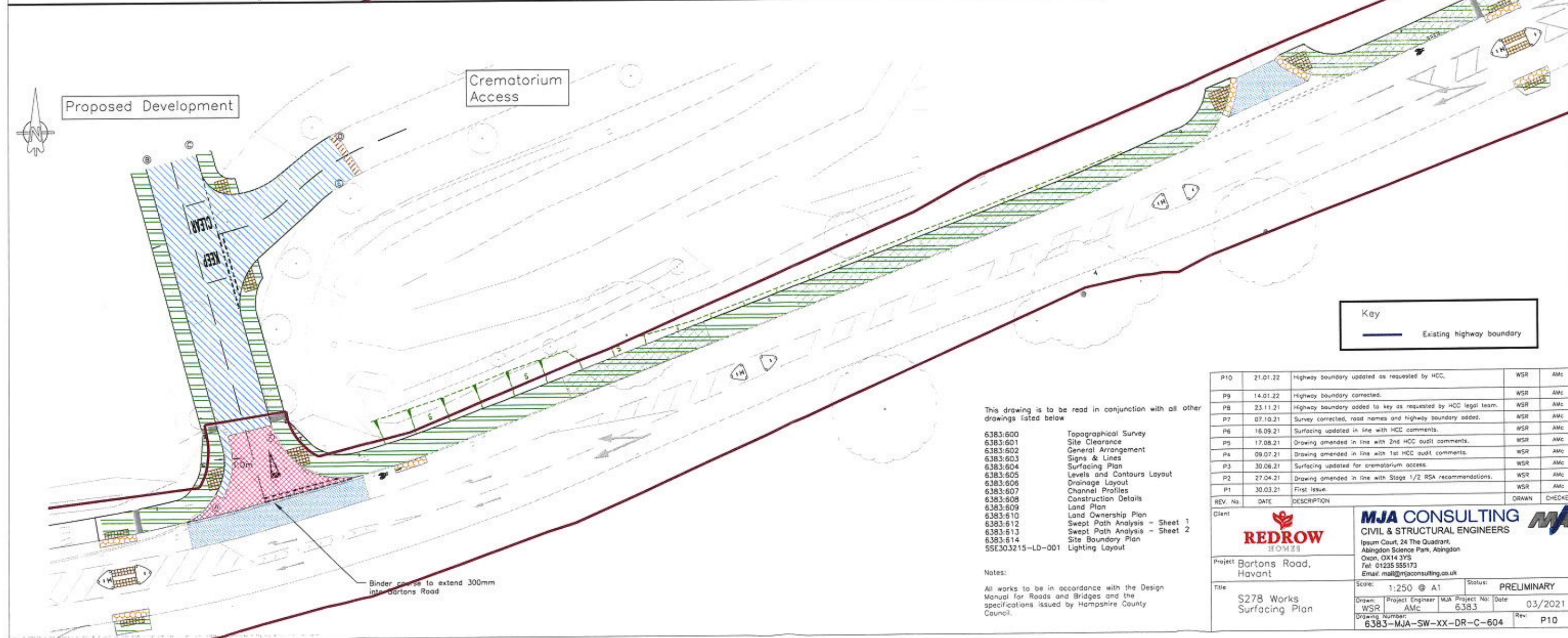
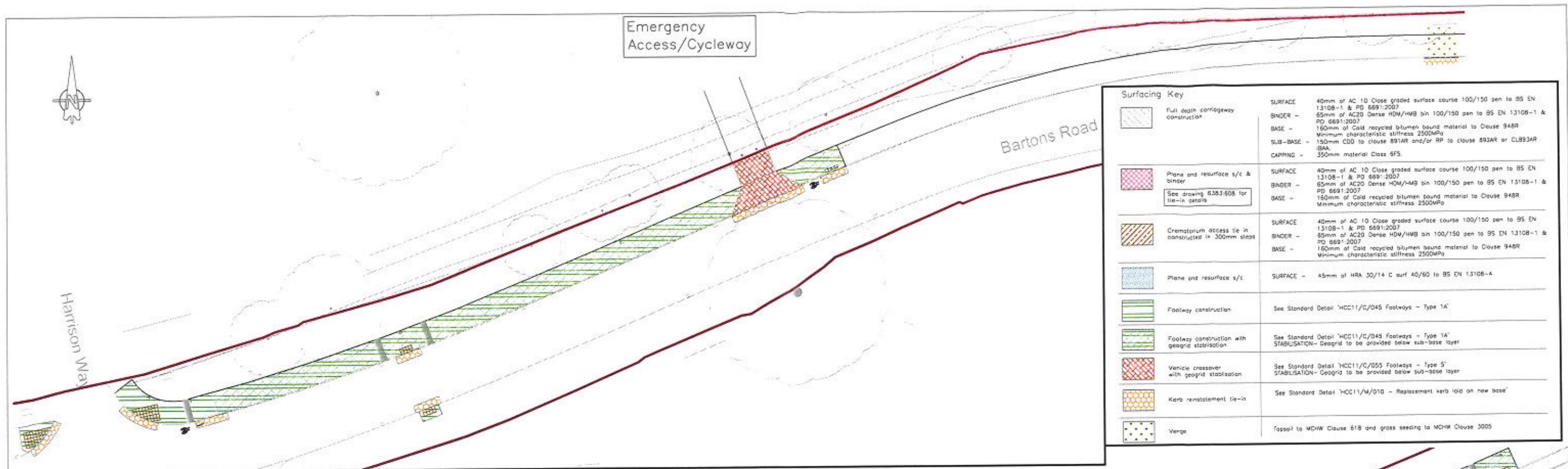
WHITE LINING SCHEDULE

LINE No	REFERENCE No	MARK	GAP	WIDTH	DESCRIPTION
WL1	1003A	600	300	200	Give Way Markings
WL2	1004	4000	2000	100	Centre Line Marking
WL3	1009A	600	300	100	Edge of the carriageway at a road junction
WL4	1023A	-	-	-	Junction Approach Marking
WL5	1026	1800	3000	2550	Keep Clear Markings
WL6	1003B	300	150	100	Cyclist Give Way Markings
WL8	1057	1215	-	750	Cycle Lane Marking
WL9	1059	1000	-	250	Cycle Lane Direction Arrow

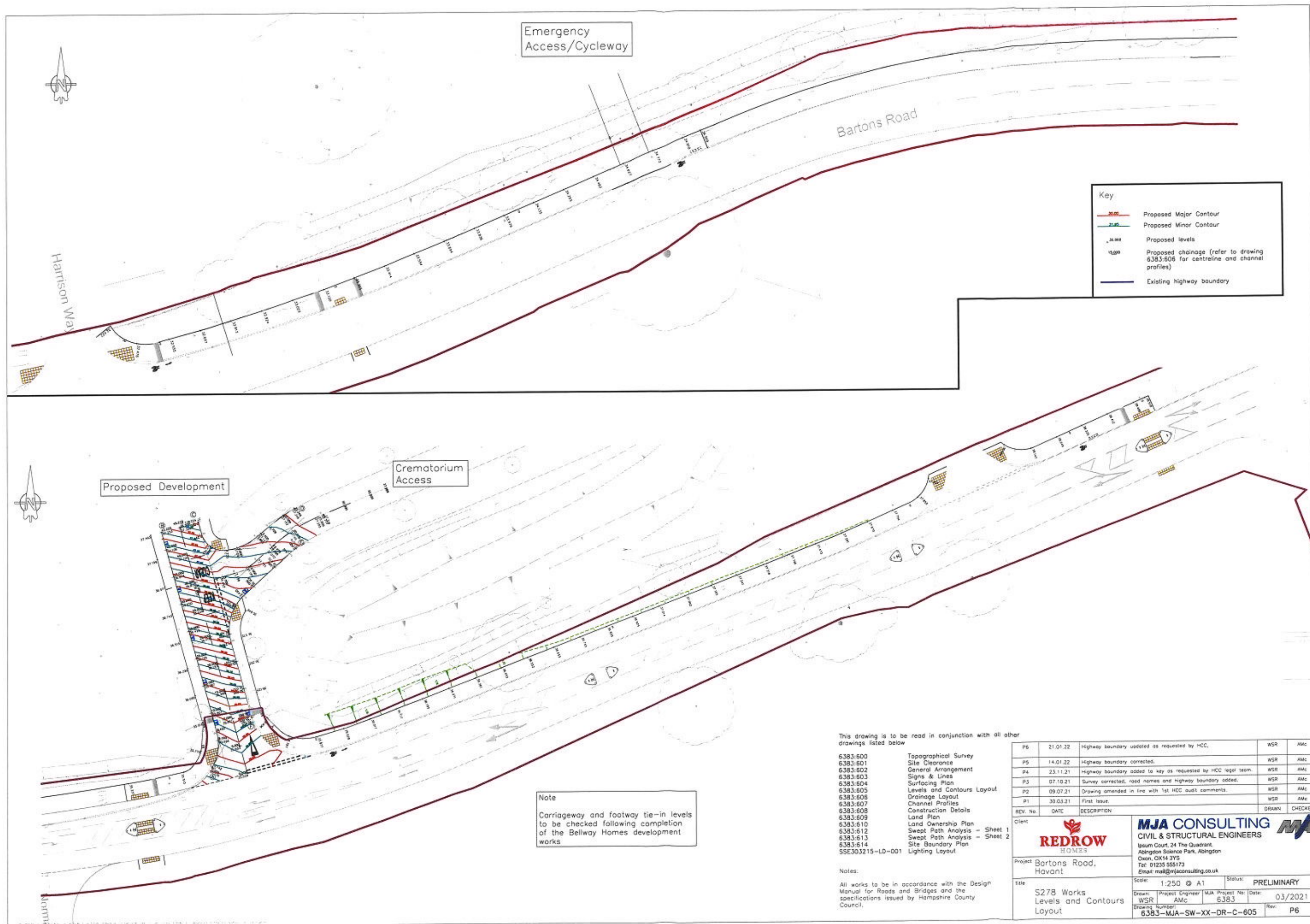
REV. No	DATE	DESCRIPTION	WSR	AMC
P8	21.01.22	Highway boundary updated as requested by HCC.	WSR	AMC
P7	14.01.22	Highway boundary corrected.	WSR	AMC
P6	23.11.21	Highway boundary added to key as requested by HCC legal team.	WSR	AMC
P5	07.10.21	Survey corrected, road names and highway boundary added.	WSR	AMC

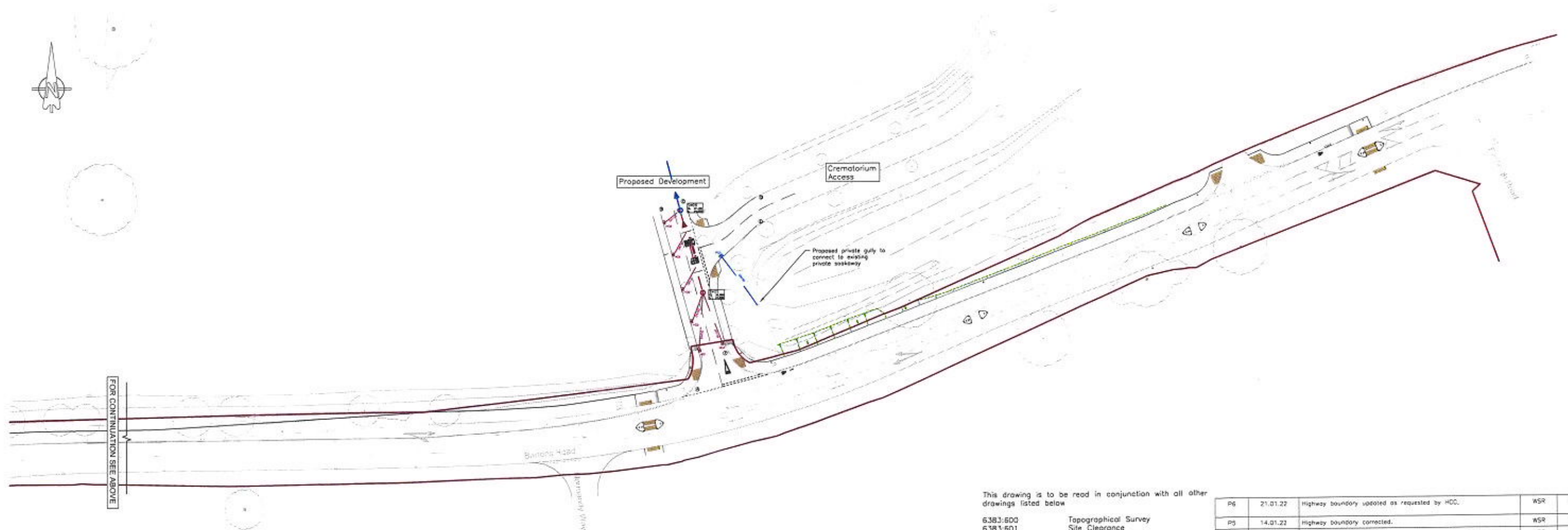
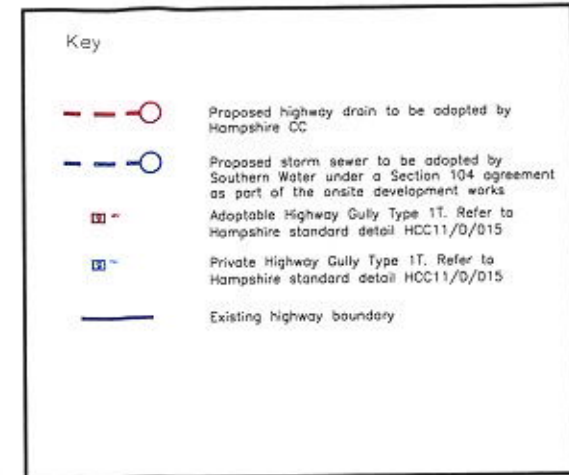
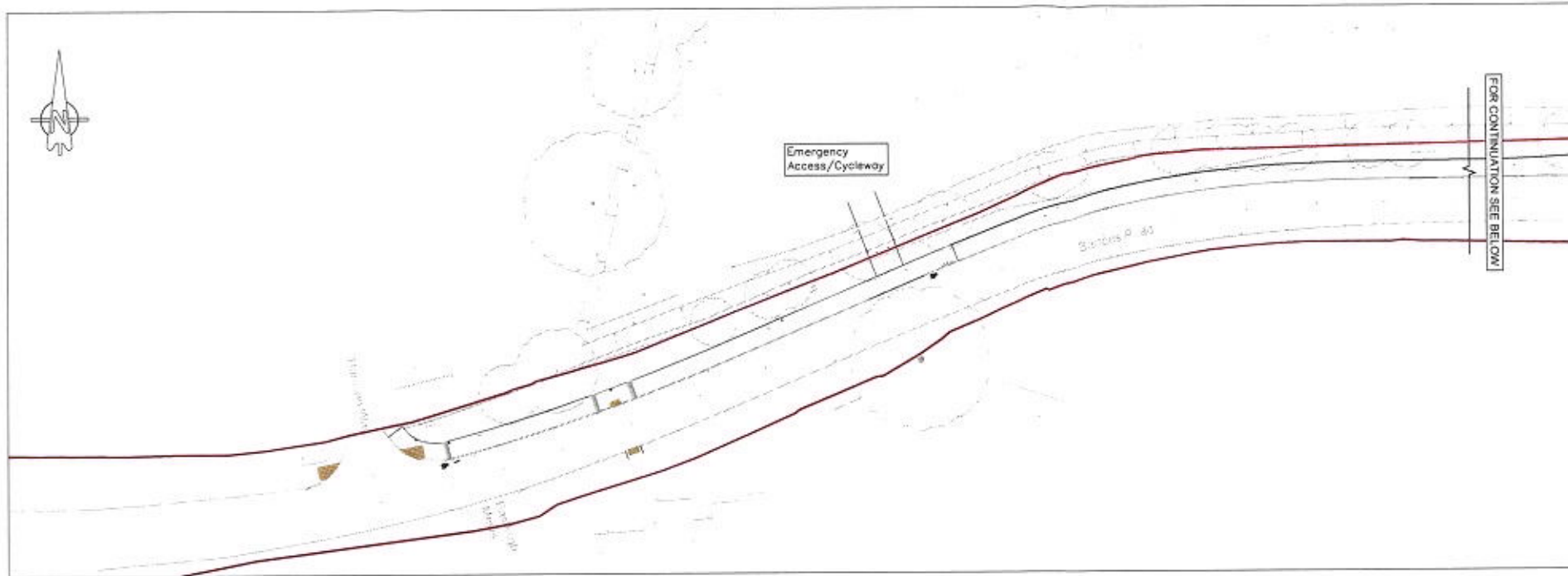
Client	REDROW HOMES	MJA CONSULTING CIVIL & STRUCTURAL ENGINEERS
Project	Barton Road, Havant	Issued Court, 24 The Quadrant, Abingdon Science Park, Abingdon, Oxford, OX14 3YS, Tel: 01235 555173, Email: mail@mjaconsulting.co.uk
Scale	1:500 @ A1	Status: PRELIMINARY

Drawn	WSR	Project Engineer	MJA	Project No	6383	Date	03/2021
Drawing Number	6383-MJA-SW-XX-DR-C-603	Rev	P8				



P10	21.01.22	Highway boundary updated as requested by HCC.	WSR	AMc
P9	14.01.22	Highway boundary corrected.	WSR	AMc
P8	23.11.21	Highway boundary added to key as requested by HCC legal team.	WSR	AMc
P7	07.10.21	Survey corrected, road names and highway boundary added.	WSR	AMc
P6	16.09.21	Surfacing updated in line with HCC comments.	WSR	AMc
P5	17.08.21	Drawing amended in line with 2nd HCC audit comments.	WSR	AMc
P4	09.07.21	Drawing amended in line with 1st HCC audit comments.	WSR	AMc
P3	30.06.21	Surfacing updated for crematorium access.	WSR	AMc
P2	27.04.21	Drawing amended in line with Stage 1/2 RSA recommendations.	WSR	AMc
P1	30.03.21	First Issue.	WSR	AMc
REV. No.	DATE	DESCRIPTION	DRAWN	CHECKED
Client				
Project	Barton's Road, Havant			
Title	S278 Works Surfacing Plan			
Scale:	1:250 @ A1	Status:	PRELIMINARY	
Drawn:	WSR	Project Engineer:	MJA	Date: 03/2021
Drawing Number:	6383-MJA-SW-XX-DR-C-604	Rev:	P10	





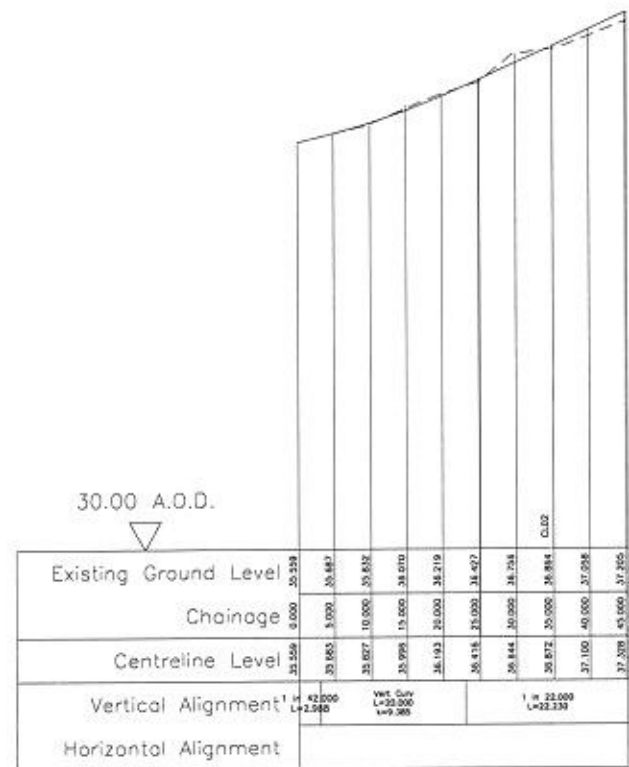
This drawing is to be read in conjunction with all other drawings listed below

6383.600	Topographical Survey
6383.601	Site Clearance
6383.602	General Arrangement
6383.603	Signs & Lines
6383.604	Surfacing Plan
6383.605	Levels and Contours Layout
6383.606	Drainage Layout
6383.607	Channel Profiles
6383.608	Construction Details
6383.609	Land Plan
6383.610	Land Ownership Plan
6383.612	Swept Path Analysis - Sheet 1
6383.613	Swept Path Analysis - Sheet 2
6383.614	Site Boundary Plan
SSE303215-LD-001	Lighting Layout

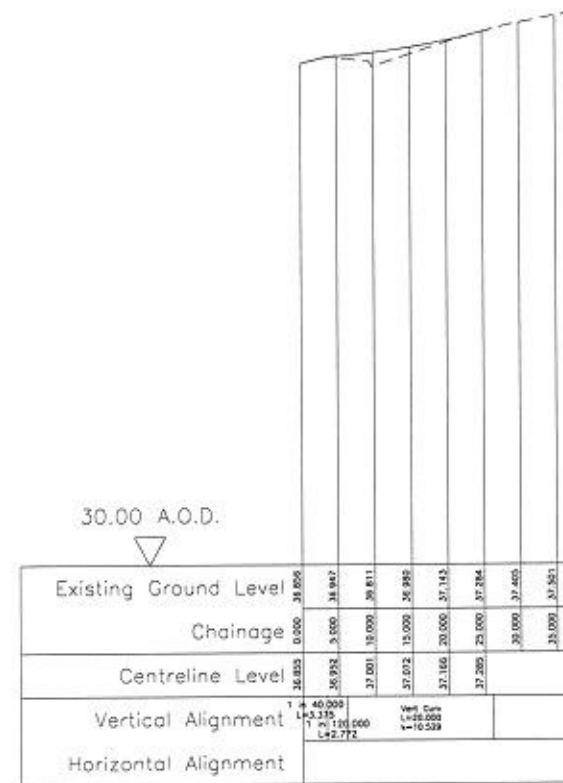
Notes:

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

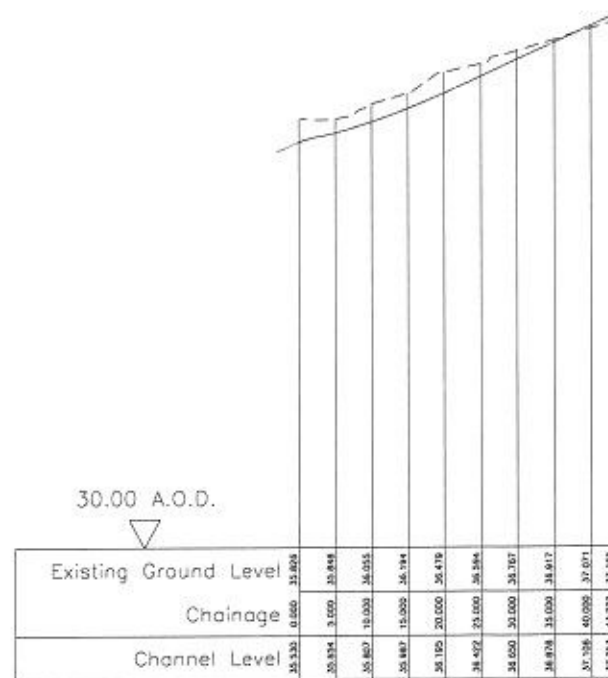
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P6	21.01.22	Highway boundary updated as requested by HCC.	WSR	AMc
P5	14.01.22	Highway boundary corrected.	WSR	AMc
P4	23.11.21	Highway boundary added to key as requested by HCC legal team.	WSR	AMc
P3	07.10.21	Survey corrected, road names and highway boundary added.	WSR	AMc
P2	17.08.21	Drawing amended in line with 2nd HCC audit comments.	WSR	AMc
P1	09.07.21	First issue.	WSR	AMc
Client	 MJA CONSULTING CIVIL & STRUCTURAL ENGINEERS 100m Court, 24 The Quadrant, Abingdon Science Park, Abingdon Oxon, OX14 3YS Tel: 01235 555173 Email: mail@mjaconsulting.co.uk			
Project	Bortons Road, Havant			
Title	S278 Works Drainage Layout			
Scale:	1:500 @ A1		Status:	PRELIMINARY
Drawn:	WSR	Project Engineer:	AMc	MJA Project No:
Drawing Number:	6383-MJA-SW-XX-DR-C-606		Date:	07/2021
Rev:	P6			



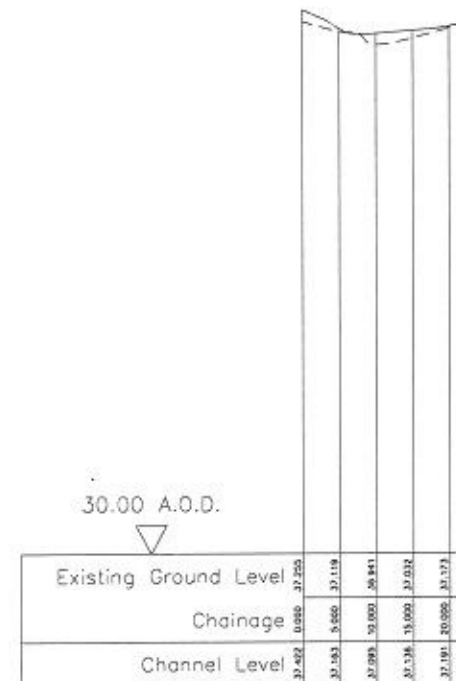
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Horiz. 1:500 Vert. 1:50



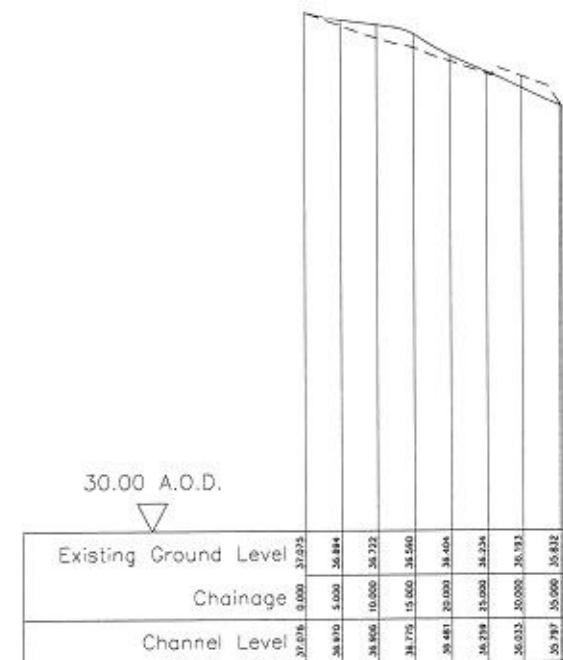
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Horiz. 1:500 Vert. 1:50



A-B
Horiz. 1:500 Vert. 1:50



C-D
Horiz. 1:500 Vert. 1:50



E-F
Horiz. 1:500 Vert. 1:50

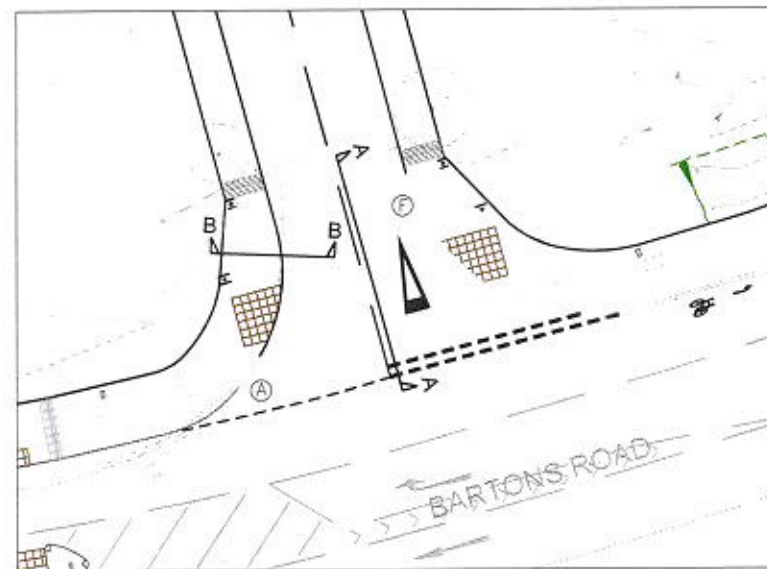
This drawing is to be read in conjunction with all other drawings listed below

- 6383:600 Topographical Survey
- 6383:601 Site Clearance
- 6383:602 General Arrangement
- 6383:603 Signs & Lines
- 6383:604 Surfacing Plan
- 6383:605 Levels and Contours Layout
- 6383:606 Drainage Layout
- 6383:607 Channel Profiles
- 6383:608 Construction Details
- 6383:609 Land Plan
- 6383:610 Cross Sections - Sheet 1
- 6383:611 Cross Sections - Sheet 2
- 6383:612 Swept Path Analysis - Sheet 1
- 6383:613 Swept Path Analysis - Sheet 2
- SSE *** Lighting Layout

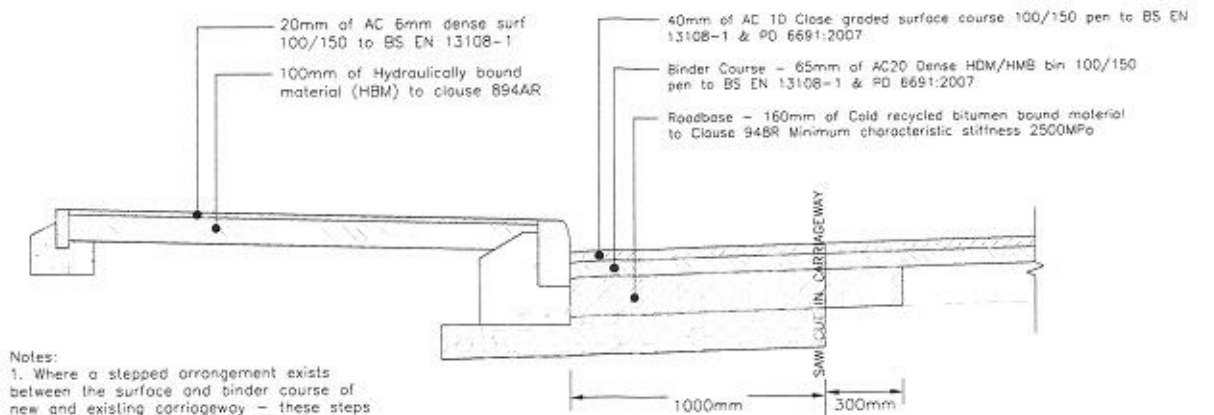
Notes:

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

REV. No.	DATE	DESCRIPTION	WSR	AMC
P1	30.03.21	First Issue	WSR	AMC
Client	REDROW HOMES MJA CONSULTING CIVIL & STRUCTURAL ENGINEERS Ipsium Court, 24 The Quadrant, Abingdon Science Park, Abingdon Oxon, OX14 3YS Tel: 01235 555173 Email: mail@mjaconsulting.co.uk			
Project	Bartons Road, Havant			
Site	Scale: As shown @ A1 Status: PRELIMINARY Drawn: WSR Project Engineer: AMC MJA Project No: 6383 Date: 03/2021 Drawing Number: 6383-MJA-SW-XX-DR-C-607 Rev: P1			

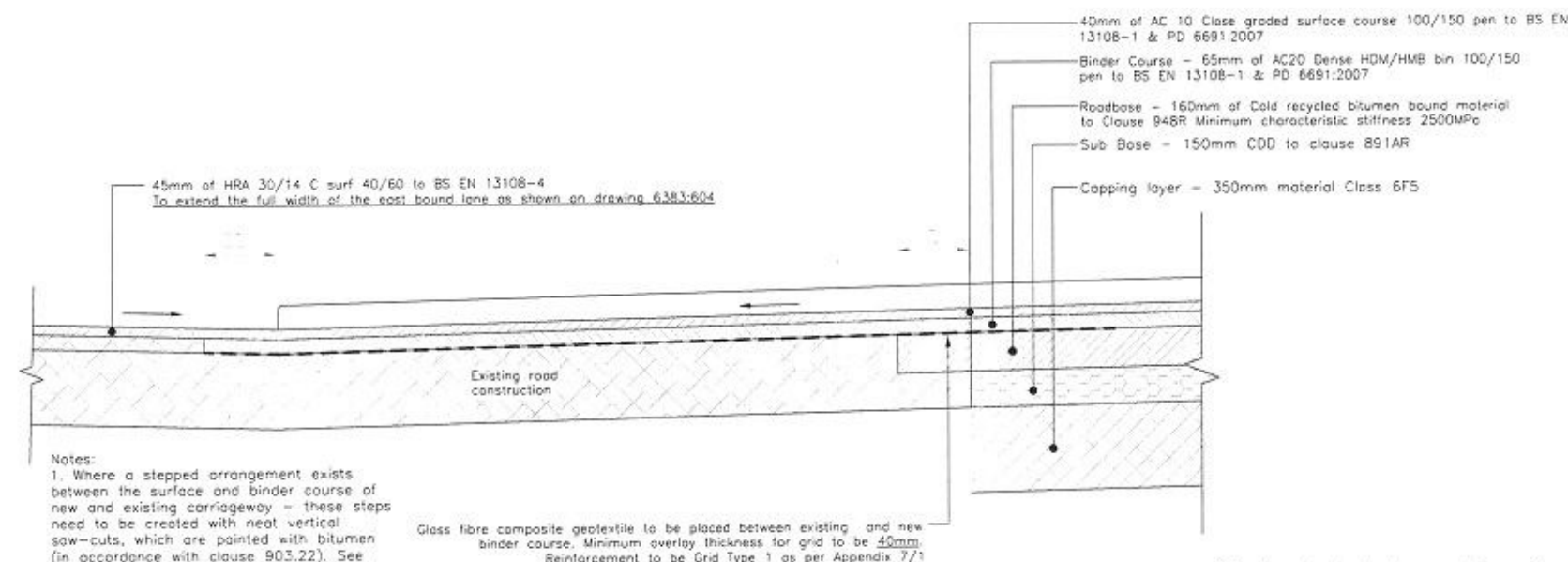


PLAN
SCALE 1:250



Notes:
1. Where a stepped arrangement exists between the surface and binder course of new and existing carriageway - these steps need to be created with neat vertical saw-cuts, which are pointed with bitumen (in accordance with clause 903.22). See HCC standard details 'HCC11/M/020 and HCC11/M/025 for guidance.
2. A PSV of 45 is required for the footway or 55 if the gradient of the footpath is greater than 5%.

CARRIAGEWAY WIDENING
TIE-IN DETAIL
SECTION B-B
SCALE 1:20



Notes:
1. Where a stepped arrangement exists between the surface and binder course of new and existing carriageway - these steps need to be created with neat vertical saw-cuts, which are pointed with bitumen (in accordance with clause 903.22). See HCC standard details 'HCC11/M/020 and HCC11/M/025 for guidance.
2. A PSV of 45 is required for the footway or 55 if the gradient of the footpath is greater than 5%.

Glass fibre composite geotextile to be placed between existing and new binder course. Minimum overlay thickness for grid to be 40mm.
Reinforcement to be Grid Type 1 as per Appendix 7/1

PROPOSED BELLMOUTH TIE-IN DETAIL
SECTION A-A
NTS

Foundation CBR Table

Subgrade CBR	Equilibrium	Capping Layer Thickness	Sub-Base Thickness	Total Sub-Base Thickness
CBR >15% - 30%	-	185mm	185mm	
CBR >5% - 15%	-	225mm	225mm	
CBR 2% - 5%	350mm	150mm	400mm*	
CBR less than 2%	600mm	150mm	N/A	

* There may be some circumstances where a sub-base only construction will not be acceptable in this category.

Notes

Equilibrium CBR values to be established during the first week of construction

Minimum pavement depth of 450mm is required above the capping material.

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

6383:600 Topographical Survey
6383:601 Site Clearance
6383:602 General Arrangement
6383:603 Signs & Lines
6383:604 Surfacing Plan
6383:605 Levels and Contours Layout
6383:606 Drainage Layout
6383:607 Channel Profiles
6383:608 Construction Details
6383:609 Land Plan
6383:610 Cross Sections - Sheet 1
6383:611 Cross Sections - Sheet 2
6383:612 Swept Path Analysis - Sheet 1
6383:613 Swept Path Analysis - Sheet 2
SSE303215-LD-001 Lighting Layout

Notes:

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

Hampshire County Council Standard Details List

Carriageway Construction Details

HCC11/C/010	Precast Concrete Kerbs
HCC11/C/045	Footways - Type 1A
HCC11/C/055	Footways - Type 5
HCC11/C/060	Uncontrolled Crossing in New Works
HCC11/C/065	Uncontrolled Crossing in Existing Footway
HCC11/C/075	Pedestrian Refuge Island - Type 7A
HCC11/C/075	Pedestrian Refuge Island - Type 8A

Drainage Construction Details

HCC11/D/015	Gully Type 1T
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Minor Maintenance Details

HCC11/M/010	Kerb Replacement (on New Base)
HCC11/M/020	Haunch Details Employing Cold Recycled Bituminous Bound Material (CRBBM)
HCC11/M/025	Carriageway Haunch Repair Detail

P3	16.09.21	Tie-in details updated in line with HCC comments.	WSR	AMc
P2	09.07.21	Drawing amended in line with 1st HCC audit comments.	WSR	AMc
P1	30.03.21	First Issue.	WSR	AMc
REV. No.	DATE	DESCRIPTION	DRAWN	CHECKED
Client				
Project	Bartons Road, Havant			
Title	S278 Works Construction Details			
Scale:	As shown @ A1	Status:	PRELIMINARY	
Drawn:	Project Engineer	MJA Project No:	6383	Date: 03/2021
WSR	AMc			
Drawing Number:	6383-MJA-SW-XX-DR-C-608			
Rev:	P3			

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SCHEDULE 2

Terms and Conditions of Works

The Works shall be carried out in accordance with the following terms and conditions:

1. The Works shall not be commenced until:
 - 1.1. Detailed contract drawings a Programme and traffic management measures have been prepared by the Developer and approved by the County Council in writing
 - 1.2. The Developer has demonstrated to the satisfaction of the County Council how it will comply with the Code of Practice for the Co-ordination of Street Works for Road Purposes and Related Matters 1992 and has submitted to the County Council a Management Plan.
 - 1.3. Written details of the form of Construction Contract for the Works has been submitted to the County Council
 - 1.4. Where the estimated value of the contract for the works equals or exceeds the threshold provided in regulation 5(1) of the Public Contracts Regulations 2015 tenders have been invited under the Open Procedure and in compliance with the Public Contract Regulations 2015 and copies of the Contract Award Notice independent financial tender and evaluation report justifying the selection of the economic operator in accordance with regulation 58 has been submitted to the County Council
 - 1.5. The Developer has:-
 - 1.5.1 obtained any necessary licences and given any necessary notices pursuant to the New Roads and Street Works Act 1991; and
 - 1.5.2 obtained any necessary consents and permissions from any railway canal, inland navigation, dock or harbour undertakers or any other party or organisation where the consent or permission of the undertaker,

party or organisation is required for the Works to be lawfully undertaken and completed

- 1.6. Where in accordance with Regulation 4(8) of the CDM Regulations the Works are notifiable the Developer as the only client has provided to the County Council: -
 - 1.6.1 a copy of the notice to be served under regulation 6(2) of the CDM Regulations and a copy of the Notification of Project (form HSE10) to the HSE
 - 1.6.2. confirmation that duties under regulation 4(4) and regulation 4(5) of the CDM Regulations are being carried out
- 1.7. Where in accordance with regulation 5(1) of the CDM Regulations there is more than one contractor or it is foreseeable that there will be more than one (1) contractor the Developer as the only client shall provide to the County Council written details of the principal designer and the principal contractor who will undertake these roles during the construction phase of the works and will pay all sums due prior to commencement of the Works pursuant to clause 7
- 1.8. The original insurance policy and receipts referred to in clause 5.4 or copies thereof certified by a solicitor have been produced
- 1.9. A noise survey and assessment in respect of the Works has been undertaken by a competent noise expert in accordance with the advice and instruction contained in the technical memorandum entitled '*Calculation of Road Traffic Noise*' published June 1988 by the TSO as may be amended from time to time and a copy of the survey and assessment has been submitted to the County Council and all and any requirements arising therefrom have been undertaken by the Developer at its own expense
- 1.10. The Developer has provided in writing to the satisfaction of the County Council measures to ensure the highway remains

adequately lit at all times during the works and supply temporary lighting when required

- 1.11. The Developer will maintain access to all apparatus that is part of the South Coast Lighting Initiative and where this is not possible the maintenance responsibility for that apparatus shall be removed from the South Coast Lighting Initiative and shall pass to the Developer
 - 1.12. Where the Developer removes or relocates any apparatus that is part of the South Coast Lighting Initiative the maintenance responsibility for that apparatus shall be removed from the South Coast Lighting Initiative and shall pass to the Developer
2. Detailed contract drawings for highway structures (if any) shall be prepared by the Developer and submitted for written approval to the County Council in accordance with Department for Transport Document BD2/12 or any revision or replacement thereof and the structural design and checking procedure shall be carried out by a chartered engineer familiar with Department of Transport Codes of Practice who shall state on Form TA1 or revision or replacement thereof the documents to be agreed as applicable
3. The Developer shall notify the County Council as follows:
 - 3.1. Without prejudice to the Programme following approval of detailed contract drawings the Programme and traffic management measures at least three (3) months prior to the commencement of the Works of its intention to proceed with the Works
 - 3.2. At least ten (10) Working Days prior to commencement of the Works of its intention to proceed with the Works
 - 3.3. That the Works have commenced no later than the next Working Day following commencement of the Works
 - 3.4. At least twenty four (24) hours prior to the commencement of each and every stage of excavation and construction operations associated with highway structures

4. At least three (3) months prior to commencement of the Works the Developer shall give notice to each statutory undertaker for the time being of any service(s) which may be affected by the Works of the proposal to carry out the Works or which might be required in consequence of the Works and shall place orders and pay any costs to all statutory undertakers for all works to their mains or services necessitated by the Works and shall relocate all street furniture affected to the satisfaction of the County Council
5. The Works shall be signed and protected to at least the standards of the Traffic Signs Manual Chapter 8 2nd Edition published by TSO in March 2009 and the Safety at Street Works and Road Work A Code of Practice published by Department of Transport in June 2014 and the proposed arrangements shall be approved in writing by the County Council before the Works commence
6. The Works shall be carried out in accordance with the Specification and Programme prepared in accordance with the Guidance notes
7. The Works shall be carried out:
 - 7.1. unless agreed otherwise by the County Council under the terms of a Construction Contract; and
 - 7.2. under the direction and instructions of a Chartered Engineer (or where agreed by the County Council a nominated person approved by the County Council) who shall be authorised to issue instructions to the Contractor in the normal execution of duties under the Construction Contract
 - 7.3. the Chartered Engineer (or where agreed by the County Council a nominated person approved by the County Council) shall further be responsible for negotiating and implementing any design changes to the Works that might be agreed during the course of construction of the Works by the County Council
 - 7.4. The inspection and direction of the County Council shall be accepted and the Works shall be carried out in accordance with the approved detailed contract drawings the Specification and the Programme and to a standard of workmanship and quality of materials approved by the County Council

8. During the progress of the Works the County Council shall have free access to every part of the Works to inspect the same as they proceed and all materials used or intended to be used therein and the Developer shall give effect to any reasonable requirements made or reasonable direction given by the County Council to conform to the approved detailed contract drawings the Specification and the Programme
9. The Developer shall not cover up any works without the approval of the County Council and shall afford full opportunity for it to examine and measure any work which is about to be covered up and to examine foundations before permanent work is placed thereon and shall give at least three (3) Working Days' notice to the County Council whenever any such work or foundations is or are ready for examination
10. The County Council shall have power in its reasonable discretion to test or require the testing of materials plant and workmanship used or proposed to be used in the Works and to reject any materials plant or workmanship so tested which it may reasonably find to be not in accordance with the approved detailed contract drawings and the Specification
11. The Developer shall as soon as be reasonably practicable replace or repair any materials plant or workmanship which have been found to be not in accordance with the detailed drawings and the Specification
12. Immediately prior to the issue of the Certificate of Completion and (also if required by the County Council prior to issue of the Certificate of Maintenance) on site road safety audits shall be carried out by the Developer in the presence of the County Council and arising therefrom the County Council shall be at liberty to require such alterations to the approved detailed contract drawings and to the Works at the expense of the Developer as may be reasonably required to ensure the safety of users of the highway
13. The Works shall be completed to the satisfaction of the County Council in accordance with the timescale specified in the Programme or any variation thereof agreed by the County Council

14. To protect the County Council's legitimate interest as highway authority and the effective operation of the public highway should the Works not be completed to the satisfaction of the County Council in accordance with the timescale specified in the Programme the Developer shall if required by the County Council pay to the County Council on demand a sum proportionate the disruption caused to the public highway by the delayed works of up to two thousand pounds (£2,000) as stipulated by the County Council per Working Day for each day the Works continue on the public highway past the timescale specified in the Programme which the County Council shall apply towards the purpose of developing policies for the promotion and encouragement of safe integrated and economic transport facilities and services to from and within its area
15. The Developer shall not at any time give consent to the erection by any telecommunications operator of telegraph poles or telephone poles or to the erection by any statutory undertaker or public or private company firm or individual of any overground or underground equipment without the consent in writing of the County Council
16. The Developer shall fully maintain the Works for the Maintenance Period and shall make good any defects or damage which may arise or be discovered during such period
17. The Developer shall provide the County Council with the following
 - 17.1. Prior to issue of the Certificate of Completion
 - 17.1.1. CCTV Drain Survey together with details of gully manhole and catchpit locations in an agreed GPS format; and
 - 17.1.2. an up to date Electrical Installation Certificate and schedule of test results in respect of any street lighting in accordance with BS7671 or any amendment/replacement thereof and which certificate shall be signed by a competent person in accordance with Appendix 6 of the BS7671 in a format approved by the County Council; and

- 17.1.3. written confirmation from the Developer that the street lighting apparatus complies with the 'Accrual Required Standards' issued by the County Council pursuant to the South Coast Street Lighting Private Finance Initiative contract
- 17.1.4. in respect of highway structures, a maintenance manual to include suitable scale electronic data sets and paper sets of "as built" drawings soil reports records of materials tested Health and Safety file and revised forms AIP and associated certificates
- 17.1.5. accurate 1:500 scale of "as built" drawings supplied electronically on a disc as an image file j-peg and as a CAD drawing in .dwg format and on paper as set of "as built drawings"
- 17.1.6. records of the earthworks showing sources of material used in areas of fill, description of fill materials descriptions of sub-grades in cut areas copies of results of tests of material carried out as part of the supervision of the construction of the earthworks
- 17.1.7. records of the sources of supply of all other manufactured materials (e.g. drainage goods fencing materials traffic signs electrical components and cables etc.)

IN WITNESS whereof the parties hereto have executed this document 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

Authorised Signatory Name

Authorised Signatory Position *Solicitor + Team Leader*

EXECUTED as a DEED by)
REDROW HOMES LIMITED)
acting by its attorney in the presence of:)

Signature of Attorney

Signature of witness

Name (in BLOCK CAPITALS)

Ian Michael

MIKE DODDS

Address: Redrow House, Unit 1, Faraday Office Park, Basingstoke Hampshire, RG24 8QQ

EXECUTED as a DEED by)
REDROW HOMES LIMITED)
acting by a director)
in the presence of:)

Signature of Director

Signature of witness

Name (in BLOCK CAPITALS)

Robert Phelps

MIKE DODDS

Address: Redrow House, Unit 1, Faraday Office Park, Basingstoke Hampshire, RG24 8QQ

**EXECUTED as a DEED by PHILIP
DYMOKE WHITE** in the presence of:

)

)

Witness Signature:

Name:

Address:

Occupation:

R.W.L. CRANFIELD

Scholar

**EXECUTED as a DEED by FIONA
ELIZABETH WHITE** in the presence of:

)

)

Witness Signature:

Name:

Address:

Occupation:

As above

**EXECUTED as a DEED by
ALEXANDER STUART DYMOKE
WHITE** in the presence of:

)

)

)

A.S.D. White

Witness Signature:

Name:

Address:

Occupation:

As above