

DATED

6 July

2021

SECTION 278 MINOR WORKS AGREEMENT

Parties:

1. Hampshire County Council of The Castle Winchester SO23 8UJ ("the County Council")

HAMPSHIRE COUNTY COUNCIL

2. BDW Trading Ltd (Company registration number 03018173) whose registered office is situated at House, Cornwright Way Forest Business Park, Basingstoke, Hampshire, United Kingdom.

- and -

BDW TRADING LIMITED

3. Hayling Island Builders Ltd - and - Company registration number 00677967) whose registered office is situated at 2 Castle Business Village, Station Road.

HAYLING ISLAND BUILDERS LIMITED

A. HAVE AGREED that highway works comprising the provision as described in Schedule ("the Works") and identified on drawing numbers - general arrangement 041.5021.100 Rev F and dedication 041.5031.101 Rev G ("the Drawings" - all attached hereto) required pursuant to planning permission APP/18/01110/01.

S278 Minor Works Agreement for Highway Works at

Land North of Sinah Lane, Hayling Island

pursuant to (inter alia) Highways Act 1980

B. The County Council is satisfied pursuant to Section 38 and Section 275 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.

Barbara Beardwell MA Solicitor

Head of Law and Governance and Monitoring Officer

Hampshire County Council

The Castle

Winchester

Hampshire SO23 8UJ

C. The Owner is the registered proprietor of the Land ("the Land") on which the Works are to be executed and the Works are for the benefit of the Land.

TERMS AND CONDITIONS

This Deed of Agreement is made pursuant to Sections 38 and 275 of the Highways Act 1980 Section 111 of the Local Government Act 1972 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1992 and all other enabling powers including the Localism Act 2011.

DATED 6th DAY OF July 2021

SECTION 278 MINOR WORKS AGREEMENT

Parties:

1. **Hampshire County Council** of The Castle Winchester SO23 8UJ ("**the County Council**")
 2. **BDW Trading Ltd** (Company registration number 03018173) whose registered office is situated at Barratt House, Cartwright Way Forest Business Park, Bardon Hill, Coalville, Leicestershire, United Kingdom, LE67 1UF ("**the Developer**")
 3. **Hayling Island Builders Limited** (Company registration number 00677957) whose registered office is situated at 2 Castle Business Village, Station Road, Hampton TW12 2BX ("**the Owner**")
- A. HAVE AGREED that highway works comprising the provision as described in Schedule ("**the Works**") and identified on drawing numbers - general arrangement 041.5031.100 Rev F and dedication 041.5031.101 Rev G ("**the Drawings**" – all attached hereto) required pursuant to planning permission APP/18/00724 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 Owner is the registered proprietor of the land shown edged red ("**the Land**") on drawing ^{Transfer} ~~Site Location~~ Plan number PL-01 attached hereto under title number HP38369 and agrees that the Works are for the benefit of the Land.

TERMS AND CONDITIONS

This Deed of Agreement is made pursuant to Sections 38 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



GENERAL NOTES

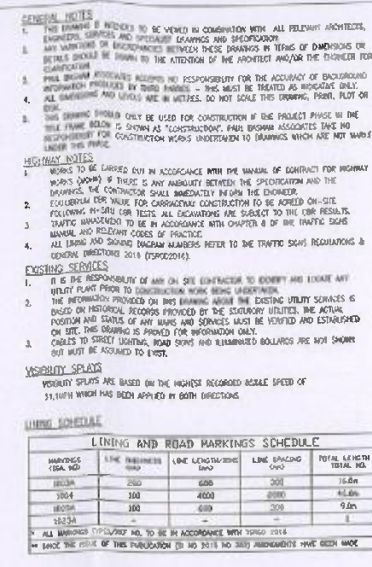
1. THIS DRAWING IS INTENDED TO BE VIEWED IN COMBINATION WITH ALL RELEVANT ARCHITECTS, ENGINEERS, SERVICES AND SPECIALIST DRAWINGS AND SPECIFICATION.
2. ANY VARIATIONS OR DISCREPANCIES BETWEEN THESE DRAWINGS IN TERMS OF DIMENSIONS OR DETAILS SHOULD BE DRAWN TO THE ATTENTION OF THE ARCHITECT AND/OR THE ENGINEER FOR CLARIFICATION.
3. PAUL BASHAM ASSOCIATES ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OF BACKGROUND INFORMATION PRODUCED BY THIRD PARTIES - THIS MUST BE TREATED AS INDICATIVE ONLY.
4. ALL DIMENSIONS AND LEVELS ARE IN METRES. DO NOT SCALE THIS DRAWING, PRINT, PLOT OR DISK.
5. THIS DRAWING SHOULD ONLY BE USED FOR CONSTRUCTION IF THE PROJECT PHASE IN THE TITLE FRAME BELOW IS SHOWN AS "CONSTRUCTION". PAUL BASHAM ASSOCIATES TAKE NO RESPONSIBILITY FOR CONSTRUCTION WORKS UNDERTAKEN TO DRAWINGS WHICH ARE NOT MARKED UNDER THIS PHASE.

KEY

- ADOPTABLE CARRIAGEWAY
- ADOPTABLE FOOTWAY
- ADOPTABLE VERGES
- PROPOSED S278 WORKS
- INDICATIVE EXISTING HIGHWAY
- INDICATIVE HIGHWAY BOUNDARY
- DEVELOPERS OWNERSHIP BOUNDARY
- VISIBILITY SPLAYS
- EXISTING STREET LIGHTING TO REMAIN
- PROPOSED ADOPTABLE STREET LIGHTING
- TYPE 2 GULLY WITH 150Ø CONNECTION (U.N.O) IN ACCORDANCE WITH HCC STANDARD DETAIL HCC10/D/020

G	EXTENT OF ADOPTION REDUCED	21.05.21	CL	MS
F	ISSUED FOR CONSTRUCTION	01.04.21	EK	RW
E	AMENDED DESIGN	26.02.20	EK	RW
D	AMENDED DESIGN	28.01.20	EK	RW
C	AMENDED DESIGN	10.12.19	EK	RW
B	PROPOSED ADOPTABLE STREET LIGHTING ADDED	22.11.19	EK	RW
A	REVISED DRAWING TO INCLUDE THE EXTENSION OF HIGHWAY WORKS	30.09.19	EK	RW
Rev	Description	Date	By	Chkd

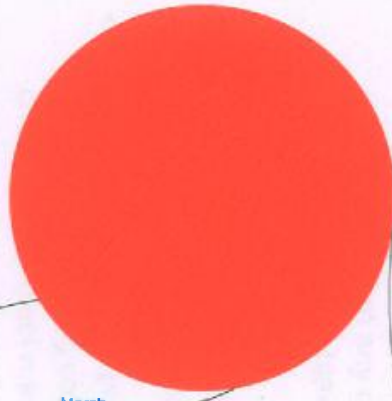
Project Name SINAH LANE, HAYLING ISLAND	Title S278/S38 ADOPTION PLAN	 Paul Basham Associates Ltd Lancaster Court, 8 Barnes Wallis Road, Farnham, PO16 5TU 01483 668134 info@paulbashamassociates.com www.paulbashamassociates.com	Client  BARRATT HOMES	Checked By AS	Checked Date 17.07.19	Scale 1:500	(AT A3 SIZE)		
Project Phase CONSTRUCTION				Drawn By EK	Drawn Date 15.07.19	Client Drawing No. -	PBA Drawing No. 041.5031.101	Revision G	

[illegible]



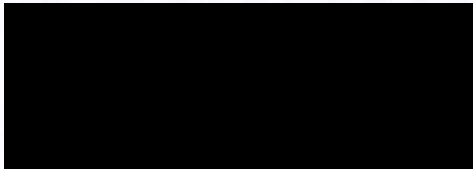
KEY

- Denotes red line boundary
- Denotes drainage land
- Denotes 1m wide ransom strip between Z & Q
- Denotes HIB's retained land
- Denotes RSPB retained land
- Denotes 1m wide ransom strip between V, W, X, Y & Z
- Footpath land

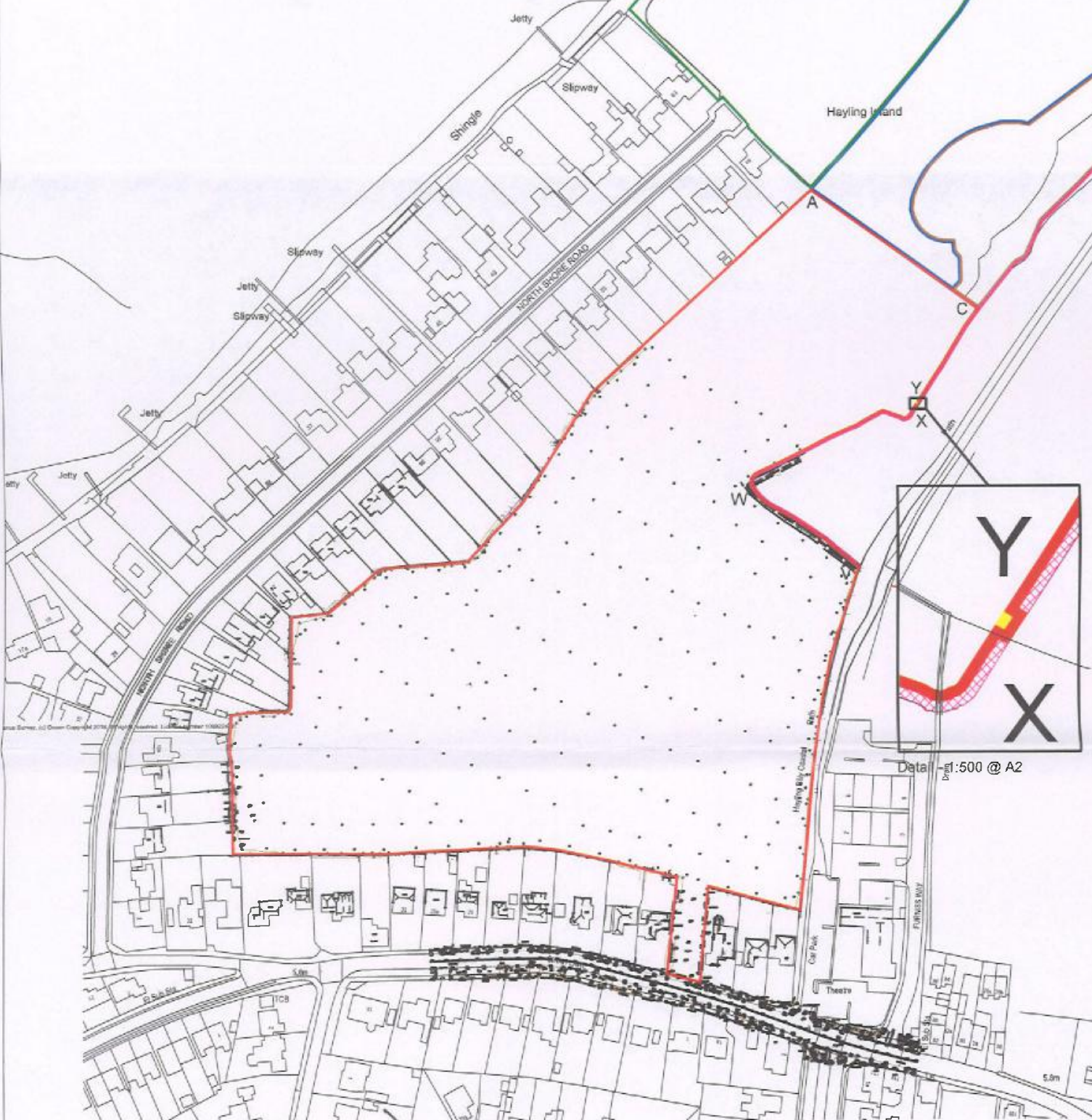


31/6/15

Marsh



hatched



Detail 1:500 @ A2

Rev AA - 14/05/21 - Title block updated as per clients request. MF
Rev Z - 08/06/21 - Redline offset from boundary. MF
Rev Y - 27/05/21 - Drawing updated inline with clients request. MF
Rev X - 19/05/21 - Drawing updated inline with clients request. MF
Rev W - 18/05/21 - Drawing updated inline with clients request. MF
Rev V - 14/05/21 - Drawing updated inline with clients request. MF
Rev U - 14/05/21 - Drawing updated inline with clients request. MF
Rev T - 04/05/21 - Drawing updated inline with clients request. MF
Rev S - 30/04/21 - Drawing updated inline with clients request. MF
Rev R - 08/04/21 - Blown up extract indicated for footpath. MF
Rev Q - 07/04/21 - Updated in line with legal plan LTP-05. MF
Rev P - 23/03/21 - Updated in line with legal plan LTP-05. MF
Rev N - 09/08/20 - SUDs pond amended to suit latest engineering. KT
Rev M - 06/07/18 - Ransom strip changed to blue and repositioned to outside of red line as per clients request. MF
Rev L - 05/07/18 - Updated as per clients comments. MF
Rev K - 05/07/18 - Point C added to drawing. Key updated to suit. MF
Rev J - 02/07/18 - Drainage land reduced as per clients request. MF
Rev H - 27/06/18 - Ransom strip added from Z to Q
Rev G - 26/06/18 - Updated as per clients request. MF
Rev F - 25/06/18 - Updated as per clients request. MF
Rev E - 25/04/17 - Revised to clients email - 24.04.17 - 16:32 and phone call - JO
Rev D - 24/04/17 - Revised to clients email - 24.04.17 - 11:48 - JO
Rev C - 24/04/17 - HIB's retained land boundary offset from drainage land boundary - JO
Rev B - 24/04/17 - Revised to clients email - 21.04.17-14:29 - JO
Rev A - 06/04/17 - Future access point added. - JO

REVISION	DATE	DESCRIPTION	DRAWN

idp PARTNERSHIP
NORTHERN

ARCHITECTURE | MASTERPLANNING | URBAN DESIGN

IDPartnership Northern, St Jude's, Barker Street, Shieldfield, Newcastle upon Tyne, NE2 1AS
T: +44 (0)191 261 4442 | W: idpartnership.com | E: info@idpartnership-northern.com

PROJECT / CLIENT Sinah Lane, Hayling Island for BDW Southampton			
DRAWING TITLE Transfer Plan			
PROJECT ARCHITECT KD		PROJECT NO. N81:2517	DRAWING REVISION AA
DRAWN BY MF		DRAWING NO. TP-02	
CHECKED BY IDP		DRAWING STATUS	
SCALE 1:2500 @ A3			
DATE 27-03-17			
COPYRIGHT : IDPartnership Northern			

0 10 20 50 100 metres
Scale 1:2500 @ A3

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 12 weeks' written notice of its intention to commence work on the highway and complete the Works within a period of 40 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 AND obtain the consent of the Owner to enter and carry out works on his land.
3. The Developer shall not carry out any works except in accordance with the Drawings 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 £ 45,640 (forty five thousand and six hundred and forty pounds) 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 £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.

6. The Developer shall indemnify the Owner and the County Council in respect of any third parties actions claims fees charges expenses proceedings or demands which may arise out of or in connection with or incidental to the carrying out of the Works and until the County Council assumes responsibility for the Works following issue of the Certificate of Maintenance. The Developer shall also indemnify the County Council in respect of all costs associated with its responsibilities and all claims under the Land Compensation Act 1973 and regulations made thereunder (including claims the County Council determine should be met under the Noise Insulation Regulations 1975) arising out of the use of the Works.
7. 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.
8. The Owner hereby dedicates the land shown coloured ^{brown, green and red (long post)} orange on drawing 041.5031.101 Rev G attached hereto (^{Dedicated} "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 ^{Dedicated} Orange Land and any of the Owner's adjoining land to complete the Works and in this case the dedication shall be effective from the date of such entry.

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 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} agent for the County Council in a good and workmanlike 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 subject to such person exercising the rights pursuant to this clause 13 complying with all reasonable requirements relating to health and safety imposed by the Developer and all other reasonable requirements.

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 or such other bank as the County Council shall notify the Developer in writing 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.
19. This Agreement shall be registered as a Local Land Charge.

Description of works:

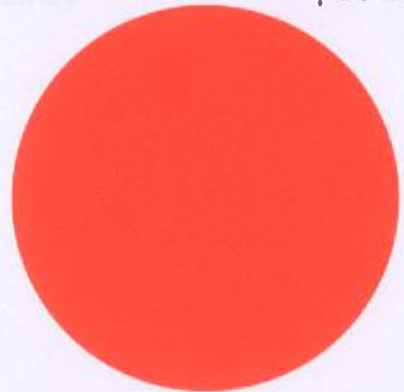
- 6m wide carriageway.
- Uncontrolled pedestrian crossing on Sinah Lane adjacent to the pre-existing postbox.
- 1.2m verge (to be adopted) and 2m wide footway alongside access road.
- Uncontrolled pedestrian crossing on the new access road.
- Gully by new pedestrian crossing on southern side of Sinah Lane.
- Re-surfacing work on the existing carriageway of Sinah Lane will extend to the half-width of the road.

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

31/6/59

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

Authorised Signat



EXECUTED as a DEED by
HAYLING ISLAND
BUILDERS LIMITED

acting by ^atwo directors or
a director and secretary: in

the presence of: /

Director

Director

Executed as a Deed

By, ... **Glen O'Nion** (print name)

.....

Attorney

in the presence of: -

Witness Signature:

Name:

Address:

Occupation:

and **Jonathan Edward Green** (print name)

in the presence of: -

Witness Signature:

Name:

Address:

Occupation:

.....

Attorney

Attorneys for **BDW TRADING LIMITED**
in exercise of the powers conferred by a
Power of Attorney