

DATED 18 January 2021 ~~2020~~

HAMPSHIRE COUNTY COUNCIL

- and -

EXBURY HOMES LIMITED

- and -

THE GUINNESS PARTNERSHIP LIMITED

Minor Works Agreement for Highway Works at Woodcroft Primary School
pursuant to (inter alia) S.278 Highways Act 1980

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

DATED ²⁰²¹ 18th DAY OF January 2020

SECTION 278 MINOR WORKS AGREEMENT

Parties:

1. **Hampshire County Council** of The Castle Winchester SO23 8UJ ("the County Council")
 2. **Exbury Homes Limited** (Comp. Regn. No. 2050666) of 8 Spur Road, Cosham, Portsmouth, Hampshire PO6 3EB ("the Developer")
 3. **The Guinness Partnership Limited** (Registered Society No. 31693R) of 30 Brock Street, London NW1 3FG ("the Owner")
- A. HAVE AGREED that highway works comprising the provision of construction of a bellmouth access with associated footway works, including uncontrolled pedestrian crossings and signing and lining ("the Works") as identified on drawing numbers FC2789/35 Rev B ("the Drawing" –attached hereto) required pursuant to planning permission APP/19/00281 granted by Havant Borough Council ("the Planning Permission") may be carried out by the Developer subject to the terms and conditions set out beneath which constitutes an agreement between the County Council and the Developer pursuant to Section 278 of the Highways Act 1980.
- B. The County Council is satisfied pursuant to Section 278 of the Highways Act 1980 that it will be of benefit to the public for the County Council to enter this Agreement for the execution of the Works at the expense of the Developer which Works the County Council is authorised to execute pursuant to the Highways Act 1980 or are the subject of the Planning Permission.
- C. The Owner is the registered proprietor of the land shown edged red ("the Land") on drawing A/13/732 attached hereto under title number SH50595 and agrees that the Works are for the benefit of the Land
- D. The County Council is the registered proprietor of the land under title number SH24469 and agrees that the Works are for the benefit of the Land ^{registered}
(the County Land) situated adjacent to
- E. This Deed of Agreement is made pursuant to Section 278 of the Highways Act 1980 Section 111 of the Local Government Act 1972 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers including the Localism Act 2011

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 12 months written notice of its intention to commence work on the highway and complete the Works within a period of 4 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 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 £24,200.00 shall be paid by the Developer to the County Council on the date hereof and returned to the Developer in phases with 50% being returned on the issue of the Certificate of Completion ("Certificate of Completion") with a minimum of £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.

Construction of the Works

8. 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.
9. The Developer shall provide a traffic management plan if required by the County Council.
10. The Developer shall not interfere with any drain, culvert, gully, bridge, wall or other highway structure or highway tree without the consent of the County Council and shall not close any part of the highway unless the County Council has agreed previously.
11. 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.
12. 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

13. 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.

NOTES

1. Scales correct for A1 drawing
2. No works shall commence until the existing public highway until the Agreement is signed.
3. No works shall commence within the existing public highway until the Traffic Management Scheme has been approved in writing.
4. Any work within the proposed highway shall be dug out and replaced with new material to the satisfaction of the Highway Inspector.
5. All material up to foundation level of the proposed highway to be approved and compacted in layers as directed and to the satisfaction of the Highway Inspector.
6. Proposed depth of CARPARK LAYER shall depend on CBR test results and agreed with the Highway Inspector.
CBR = 2.5 - 2.5%
= 250mm
Type BF 60/2
Type BF 60/2
SUB BASE = 150mm
Type 1 for all CBR Values
Type 2 for all CBR Values
The works to be carried out on the highway shall be to the satisfaction of the Highway Inspector and/or Area Engineer.
7. Continuity of access to occupied areas to be maintained to the satisfaction of the Highway Inspector, Area Engineer and/or Local Authority.
8. No private surface water runoff shall be permitted to discharge into the highway or to cause any damage to the highway and/or its structures. Any surface water runoff shall be collected and discharged to a public sewer or to a watercourse in accordance with the Highway Inspector's requirements.
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23. Contractor to provide details of proposed excavations of any nature within the highway to the Highway Inspector and to the Local Authority. Details to include the proposed location, depth, duration, and the proposed method of reinstatement. Details to be agreed with the Highway Inspector and the Local Authority.
24. Site continuity of access for vehicles, pedestrians and cyclists to be maintained at all times. Details to be agreed with the Highway Inspector and the Local Authority.
25. Highway Inspector to approve all work within the highway and to ensure that the proposed work does not cause any damage to the highway or its structures. Details to be agreed with the Highway Inspector and the Local Authority.
26. Existing retained structures to be maintained in good condition and to be repaired as necessary. Details to be agreed with the Highway Inspector and the Local Authority.
27. Existing vegetation to be maintained in good condition and to be replaced as necessary. Details to be agreed with the Highway Inspector and the Local Authority.
28. Any trees or hedges within 3m of the highway shall have their roots retained by root barrier protection as directed and to the satisfaction of the Highway Inspector. Details to be agreed with the Highway Inspector and the Local Authority.
29. HCO will not adopt any highway drainage until Southern Water has agreed the proposed drainage details. Details to be agreed with the Highway Inspector and the Local Authority.
30. HCO Standard Details drawings and latest revisions thereof. Refer to current editions of HCC 278/238 Highway Agreement and HCC 278/238 Highway Agreement.
31. Schedule of Supporting Drawings:
FC278/238/104 Existing Drainage Layout
FC278/238/105 Drainage Overview
FC278/238/106 Drainage Layout
FC278/238/107 Drainage Overview
FC278/238/108 Drainage Layout
FC278/238/109 Drainage Overview
FC278/238/110 Drainage Layout
FC278/238/111 Drainage Overview
FC278/238/112 Drainage Layout
FC278/238/113 Drainage Overview
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FC278/238/199 Drainage Overview
FC278/238/200 Drainage Layout

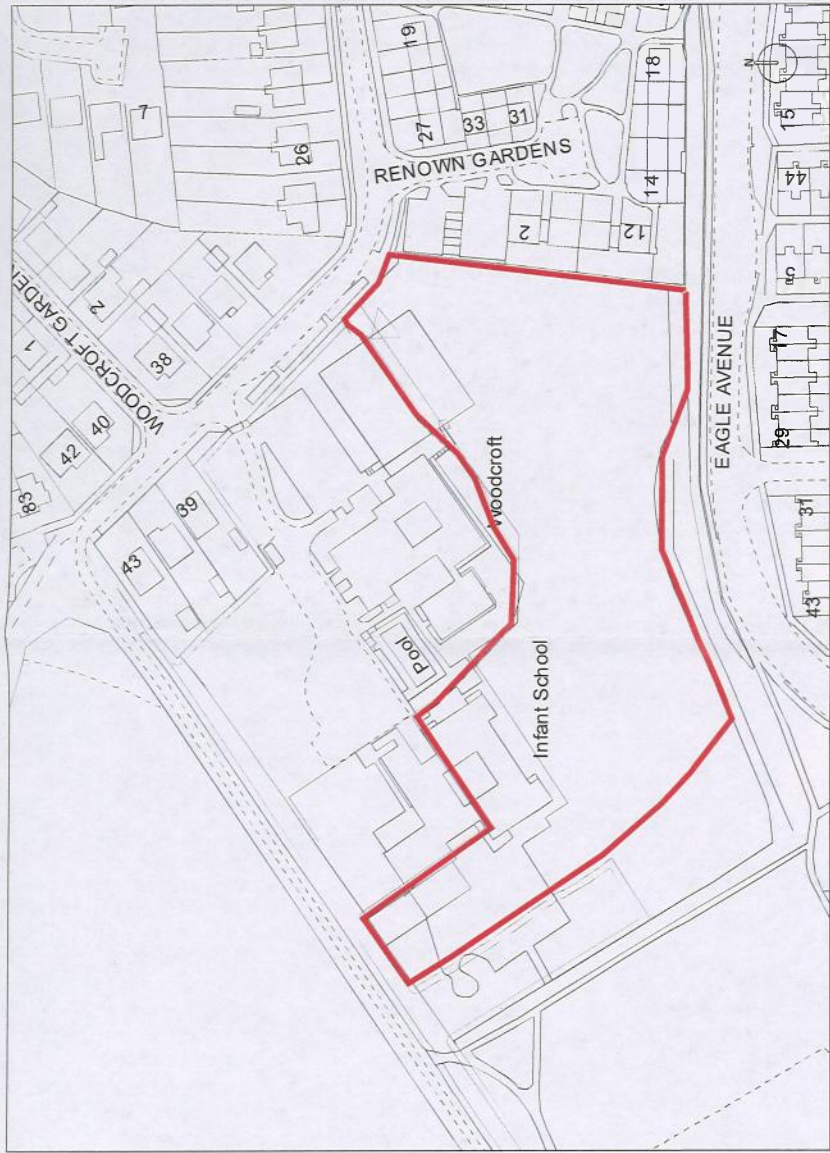
Colour Legend
Section 278(11) Works

- Category
- Footway
- Verge
- Site Boundary
- Proposed Visibility Splay Line
- Existing HW SMD (to be removed)
- Existing HW Road Duty (to be retained)
- Existing HW SMD (to be retained)
- Existing HW Catcupt (to be retained)
- Proposed New Highway Lighting Column
- Existing Highway Lighting Column Retained
- New/Retained Highway Signage
- Existing FMS (to be retained)
- New FMS/FMD
- Existing SWS (to be retained)
- New SWS/SMD

PRELIMINARY
Subject to the approval of:
LPA - HCC
HA - HCC/HA

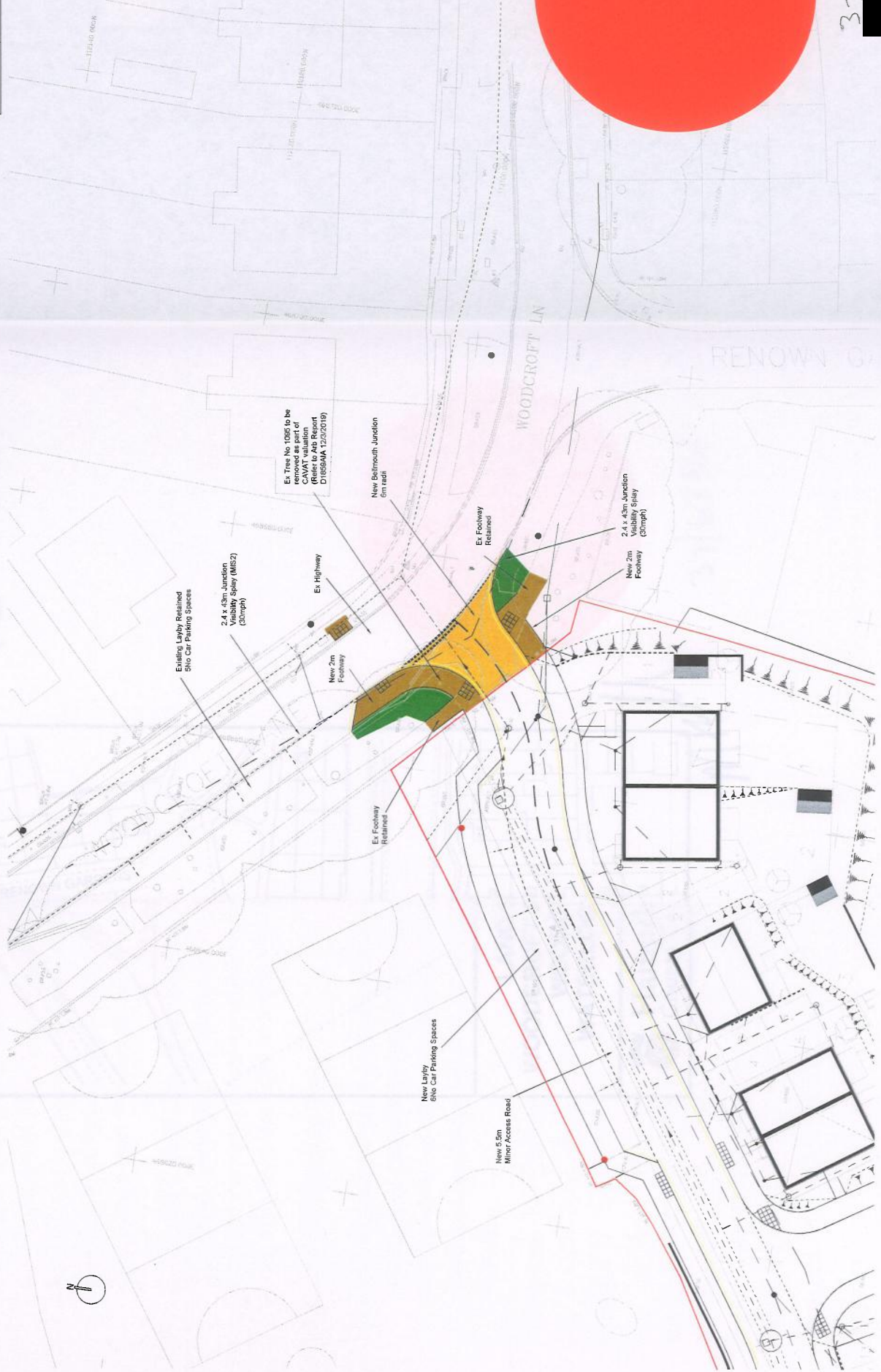
Subject to confirmation of
Design Value = 2.5%
resting to be undertaken during the first week of construction on site to establish equilibrium CBR values, and results to be agreed with HCC Highway Inspector.

- HCC Companion Guide to Manual for Streets (Adopted April 2010)
- HCC Construction Standard Details
- <https://www.hants.gov.uk/transport/developers/standard-details>
- HCC Section 278 Technical Submission Requirements July 2016
- <http://documents.hants.gov.uk/transport/developers/standard-details>
- HCC Guidance notes Section 38 - Draft
- <http://documents.hants.gov.uk/transport/developers/standard-details>



Site Location Plan (1:1250)

Scale in Meters
0 10 20 30 40 50 100



Section 278 Agreement Plan (1:250)

Scale in Meters
0 7.5 10 15 20 25

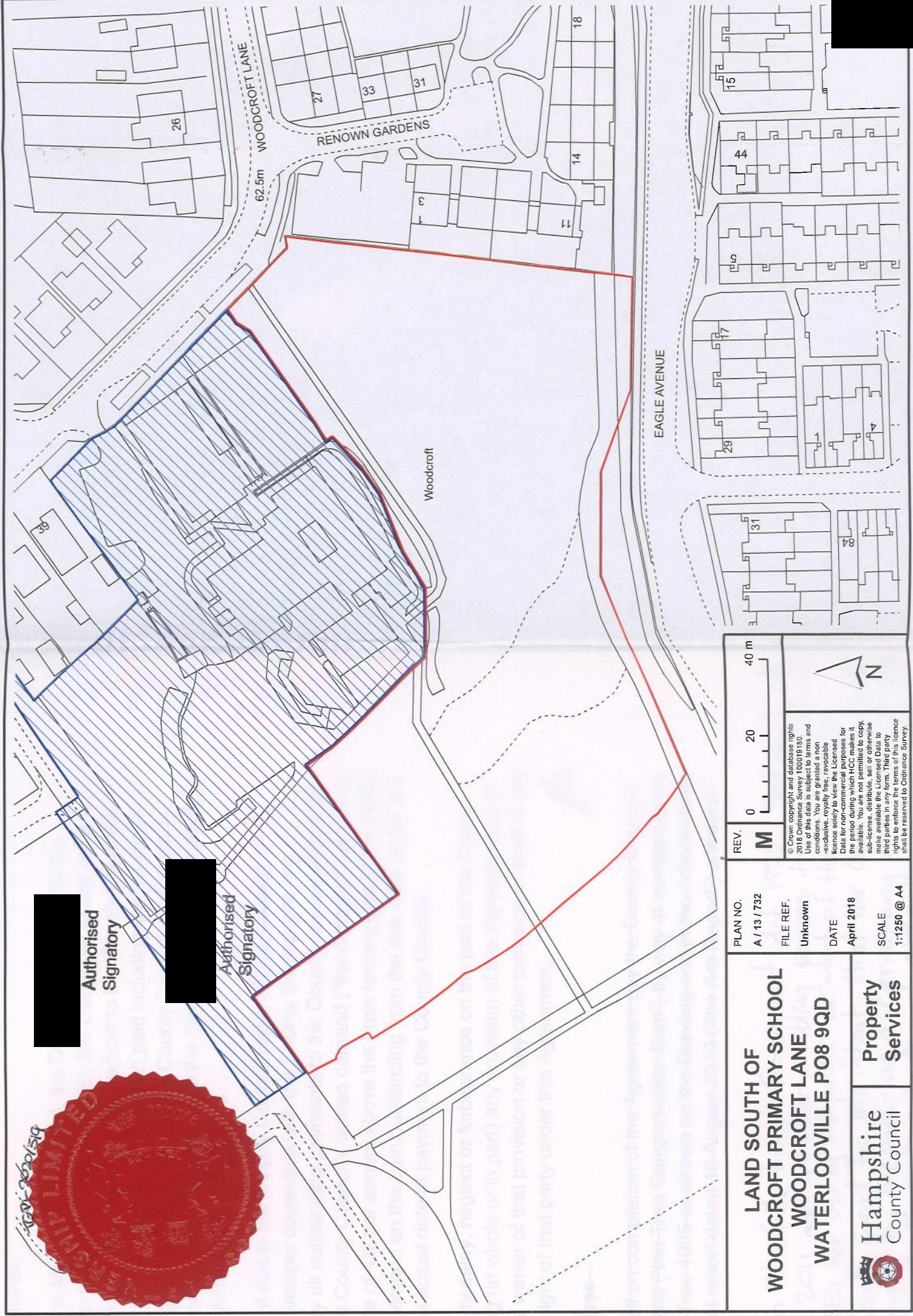
Sec 278 Agreement Technical Approval by HCC
Dated: 27/01/2020
HCC Ref: R-J506708(UZB3E)
HCC Engineer: Matt Dyer
Tel: 01962 847012
email: matt.dyer@hants.gov.uk

Authorised
Signatory

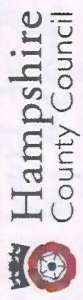
Authorised
Signatory

PROJECT	WOODCROFT WOODCROFT LANE WATERLOOVILLE HAMPSHIRE, PO8 9QD
DRAWING	SECTION 278 HIGHWAY WORKS
DATE	Nov 19
SCALE	FC2789/35
REV	B
VARIES	INITIALS MH
SCALE	FC2789/35
SCALE	FC2789/35

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LAND SOUTH OF
WOODCROFT PRIMARY SCHOOL
WOODCROFT LANE
WATERLOOVILLE PO8 9QD



Property
Services

PLAN NO.
A/13/732

FILE REF.
Unknown

DATE
April 2018

SCALE
1:1250 @ A4

REV.

M

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0 20 40 m



37/6234

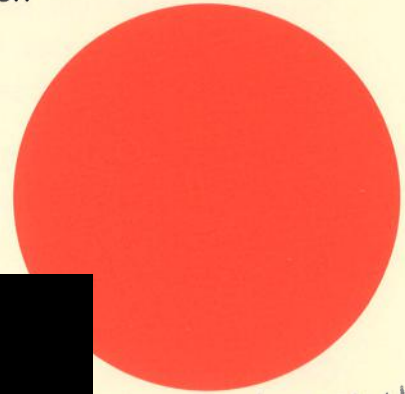
14. Prior to issue of the Certificate of Completion the Developer shall ensure all outstanding fees have been paid including design check fees, project management and inspection and FURTHER provide to the County Council all necessary drawings, health and safety certificates, street lighting certificates, site road safety audits, CCTV Drain Survey, and any other documentation the County Council requires.
15. 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.
16. 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.
17. 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.

~~Removal of Highway Tree~~

- ~~18. The Developer shall on completion of the Agreement pay the County Council the sum of £19,133.00 ("the Tree Compensation Sum") by way of compensation for the removal of Tree 1095 as shown on the Drawing and in the Arboricultural Impact Assessment report dated 19 August 2019 ("the Arb Report") annexed hereto.~~
18. Pursuant to Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers the County Council HEREBY DEDICATES for use by the public so much of the Works as lie within the County Land to the intent that the County Land shall hereinafter be enjoyed by the public as a carriageway verge and footway as shown on Plan FC2789/35 Rev B such dedication to take effect from the date of this Deed and the County Land shall become maintainable at public expense SAVE THAT for the Maintenance Period as defined herein the Developer shall maintain the Works

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

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



Authorised Signatory

Name:

Position:



37/6234

EXECUTED as a DEED by)
EXBURY HOMES LIMITED)
in the presence of:-)

Director

Director/Secretary



EXECUTED as a DEED by)
the Common Seal of)
GUINNESS)
PARTNERSHIP LIMITED)
in the presence of:-)



Authorised signatory

Authorised signatory

