Hampshire Services
LEGAL

DATED 14 March 2021 ~~2020~~

HAMPSHIRE COUNTY COUNCIL

- and -

BDW TRADING LIMITED

- and -

MELANIE JEAN FLINT, STEVEN WALTER HAMILTON MASON and TIMOTHY NELSON MASON

Deed of Agreement for Highway Works at
Forty Acre Farm Harbour Place Havant Hampshire
pursuant to (inter alia) S.278 and S38 Highways Act 1980

HCC Legal File Ref: [Legal/130440/CMR
HCC Dev. Con. File Ref: *[6/3/13/190]*

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 S38 DEED OF AGREEMENT

Date: 4 March 2021 ~~2020~~

PARTIES:

1. **HAMPSHIRE COUNTY COUNCIL** of The Castle Winchester Hampshire SO23 8UJ (**"the County Council"**)
2. **BDW TRADING LIMITED** (Company Registration Number 03018173) whose registered office is situated at Barratt House, Cartwright Way, Forest Business Park, Bordon Hill, Coalville, Leicestershire LE67 1UF (**"the Developer"**)
3. **MELANIE JEAN FLINT** of 20 Barham Road, Petersfield, Hampshire GU32 3EX and **STEVEN WALTER HAMILTON MASON** of South Holt Farm, Rowlands Castle, Hampshire PO19 6EL and **TIMOTHY NELSON MASON** of Rookwood Cottage, Dean Lane End, Rowlands Castle, Hampshire PO9 6EL (**"the Mortgagee"**)

[redacted]

WHEREAS

A. The County Council is the Highway Authority for Hampshire

B. The Developer is entitled to be the registered proprietor with title absolute of the Land following completion of four transfers of the Land to the Developer dated 2nd October 2020 for the benefit of which Land the Works hereinafter referred to are carried out subject to a Charge in favour of the Mortgagee

C. The Developer acquired the part of the Land registered at HM Land Registry with title number HP395664 from Timothy Nelson Mason

D. The Developer acquired the part of the Land registered at HM Land Registry with title number HP395665 from Melanie Jean Flint

E. The Developer acquired the part of the Land registered at HM Land Registry with title number HP395666 from Steven Walter Hamilton Mason

F. The Developer acquired the part of the Land comprising part of the freehold land registered at HM Land Registry with title numbers

HP278284 and HP510153 from Melanie Jean Flint, Timothy Nelson Mason and Steven Walter Hamilton Mason.

G. The Developer has simultaneously with the acquisition of the Land entered into the Charge with the Mortgagee. The Mortgagee is each of Timothy Nelson Mason, Melanie Jean Flint and Steven Walter Hamilton Mason in their capacity as the transferor pursuant to each of the transfers listed in recitals C to F above.

H. The Developer has made an application to HM Land Registry to be registered as proprietor of the freehold title to the Land with title absolute.

I. The Developer is desirous of entering into this Agreement 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

J. The Developer now wishes to dedicate as public highway that part of the Land 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 the Land and the Works as highway maintainable at public expense on the terms and conditions hereinafter contained

K. 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

L. The Works under this Agreement will be carried out at the same time and by the same Contractor as the works to be carried out under a s278 minor agreement entered into between the Developer and Portsmouth City Council as the Highway Authority for the City of Portsmouth

M. The Mortgagee has an interest in the Land pursuant to the Charge

NOW THIS DEED OF AGREEMENT WITNESSETH as follows:

Definitions

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

"Bond"	means a bond in the sum four hundred and thirty eight thousand and nine hundred pounds (£438,900) being 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 10% thereof
"CDM Regulations"	means the Construction (Design and Management) Regulations 2015
"Certificate of Completion"	means 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"	means a certificate issued by the County Council pursuant to the provisions of Clause 8.2 of this Agreement following the expiry of the Maintenance Period
"Charge"	means a legal charge dated 2 October 2020 in favour of the Mortgagee
"Chartered Engineer"	means 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"	means a contractor who complies with Section 5.2 of the Section 278 Technical Submission Requirements appointed by the Developer to undertake the Works
"Construction Contract"	means the contract between the Developer and the Contractor incorporating the third edition of the Conditions of Contract approved by the Institution of Civil Engineers and commonly known as the NEC3 Engineering and Construction Contract Suite of Contract approved by the County Council in accordance with Schedule 2 paragraph 1.3
"Director of Economy Transport and Environment"	means 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 Act
"Guidance Notes"	means the "Section 278 Technical Submission Requirements" and "Section 278 Guidance for Developers" prepared by the Director of Economy Transport and Environment to inform Developers of the processes practices and procedures required by the County Council when undertaking design and works on a highway under s278 Highways Act 1980

"Hampshire Street Lighting PFI Contract"	means the contract relating to the provision and maintenance of street lighting and illuminated traffic signage pursuant to the Government's Private Finance Initiative
"Head of Law and Governance and Monitoring Officer"	means 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"	means the land for the purposes of identification only shown edged red on plan marked Site Location Plan attached hereto having the benefit of the Planning Permission
"Maintenance Period"	means a period of at least 12 months following the date of the Certificate of Completion
"Management Plan"	means 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; (ii) avoid instances of newly surfaced highway having to be re-excavated or have further works carried out on them; (iii) minimise the number of closures/diversions required by the Works;

(iv) ensure that it takes into consideration the safety of all types of traffic that may be diverted or affected by the Works.

(v) comply with the Hampshire County Permit Scheme

"Orange Land" means that part of the Land shown coloured orange on the drawing number 7896/2010 Rev P5 attached to this Agreement such land to be dedicated pursuant to Clause 5.6

"Planning Permission" means the planning permission reference APP/18/00450 granted on 17 January 2020 by Havant Borough Council for the development of the Land requiring the Works

"PCC s278m Licence" means the s278 minor agreement between the Developer and Portsmouth City Council for highway works comprising installation of vertical signage and road markings in Havant Road the agreed version of which is attached at Annex One to this Agreement

"Programme" means 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

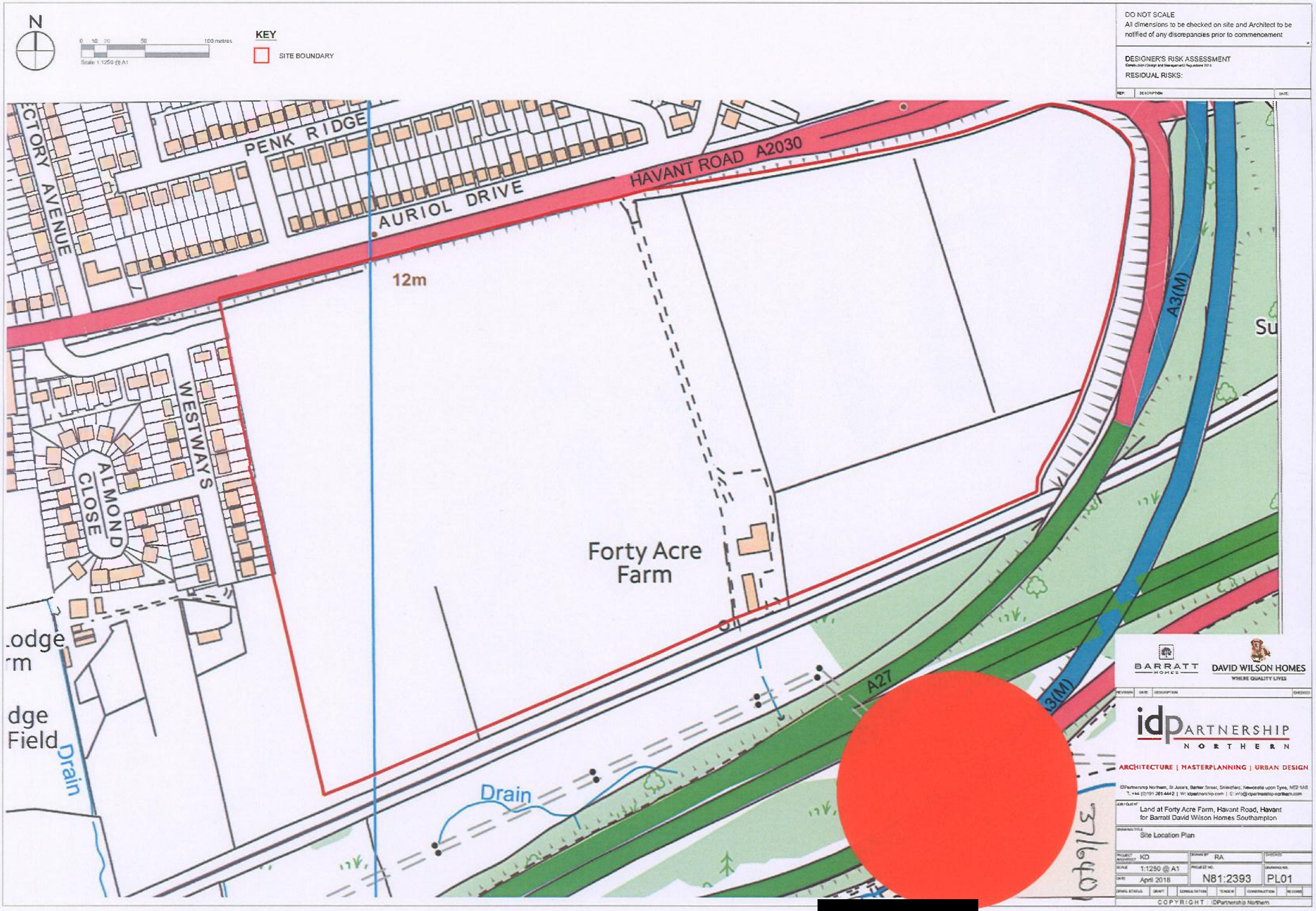
employed to undertake the works.

- 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.

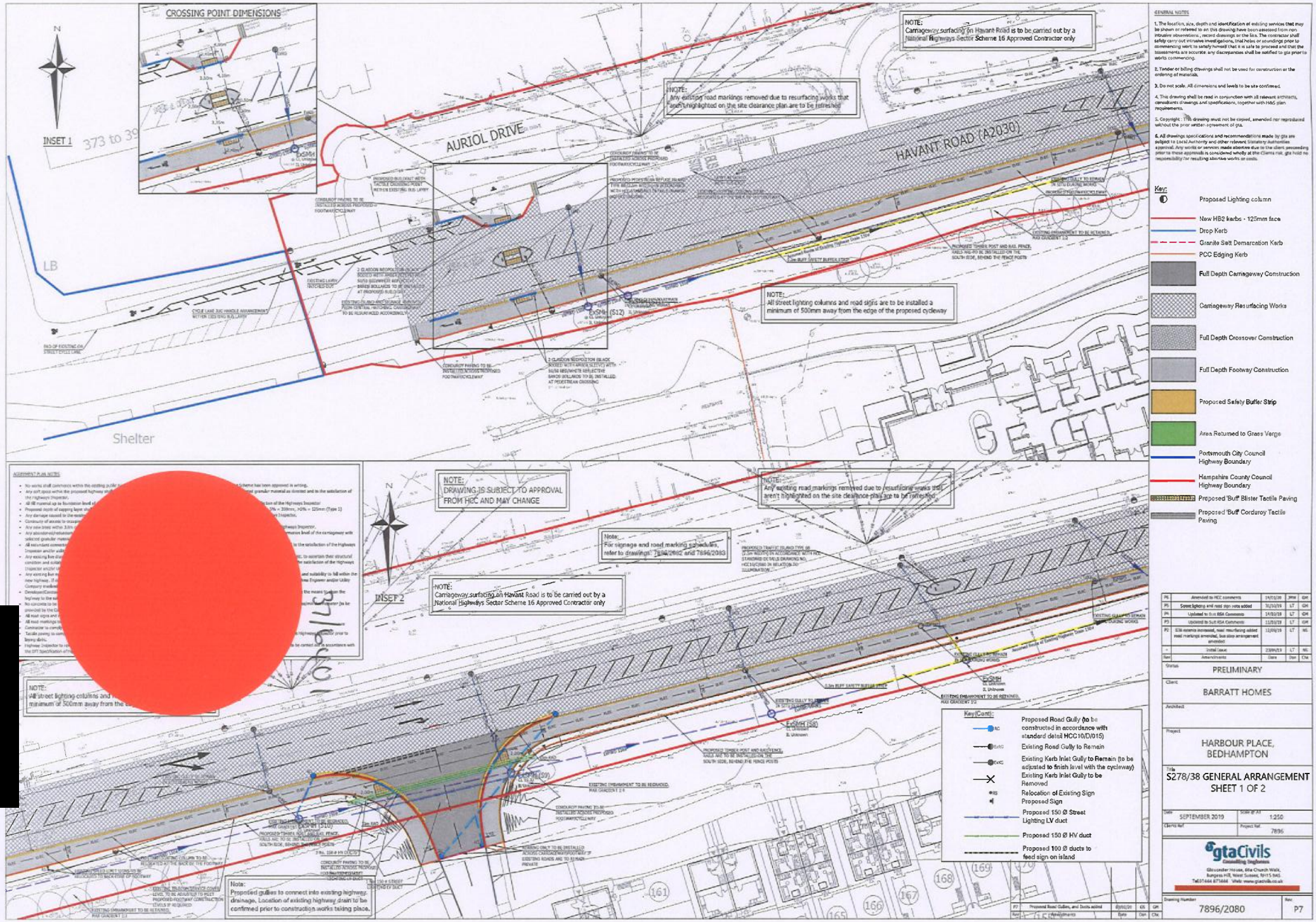
"Specification" means the 'Manual of contract documents for highway works: Volume 1 Specification for highway works' published by TSO in November 2009 as modified and extended by any supplements and revisions and further as modified and extended by Hampshire County Council's Model Contract Specification (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

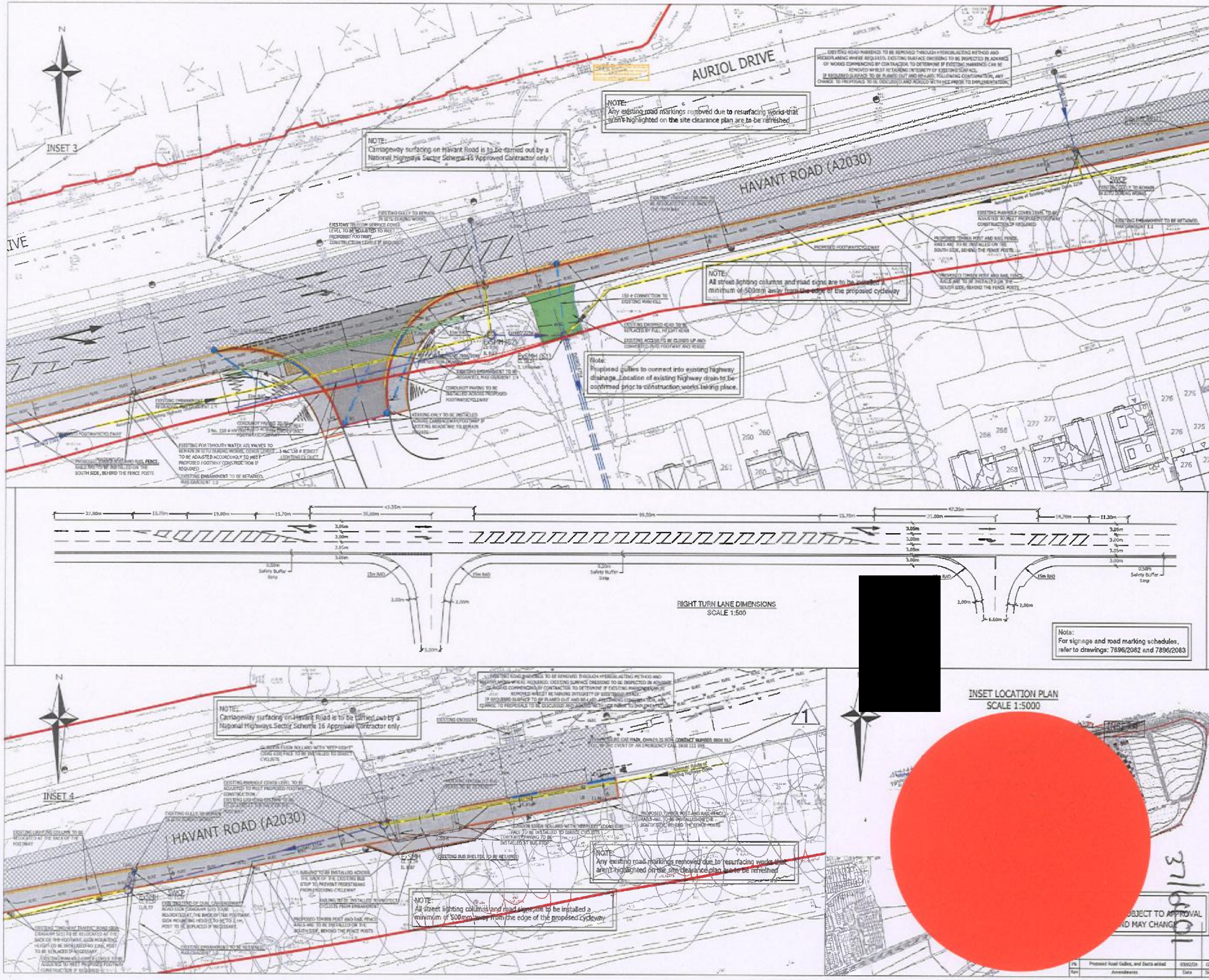
	where applicable (available at http://documents.hants.gov.uk/transport/manual_for_streets.pdf) all as in force at the date of commencement of the Works
"TSO"	means The Stationery Office Limited (03049649) and whose registered office is at 10 Eastbourne Terrace, London W2 6LG being formerly Her Majesty's Stationery Office
"Working Day"	means 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"	means the highway works described in Schedule 1 hereto

2. This Deed of Agreement 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 Agreement 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 Agreement 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


N
0 10 20 50 100 metres
Scale 1:1250 @ A1
KEY
SITE BOUNDARY
DO NOT SCALE
All dimensions to be checked on site and Architect to be notified of any discrepancies prior to commencement
DESIGNER'S RISK ASSESSMENT
RESIDUAL RISKS:
REF: DESCRIPTION DATE:
PENK RIDGE
AURIOL DRIVE
HAVANT ROAD A2030
CTORY AVENUE
12m
WESTWAYS
ALMOND CLOSE
Forty Acre Farm
A3(M)
A27
Drain
Drain
dge Field
BARRATT HOMES
DAVID WILSON HOMES
WHERE QUALITY LIVES
REVISION DATE DESCRIPTION CHECKED
idp PARTNERSHIP NORTHERN
ARCHITECTURE | MASTERPLANNING | URBAN DESIGN
IDPartnership Northern, St Jude's, Barker Street, Shieldfield, Newcastle upon Tyne, NE2 1AB
T: +44 (0)191 261 4442 | W: idpartnership.com | E: info@idpartnership-northern.com
JOB / QUEST
Land at Forty Acre Farm, Havant Road, Havant
for Barratt David Wilson Homes Southampton
DRAWING TITLE
Site Location Plan
PROJECT ARCHITECT KD
DRAWN BY RA
CHECKED
SCALE 1:1250 @ A1
PROJECT NO. N81:2393
DRAWING NO. PL01
DATE April 2018
DRWG STATUS DRAFT CONSULTATION TENDER CONSTRUCTION RECORD
COPYRIGHT : IDPartnership Northern


N
INSET 1
NOTE:
THIS DRAWING IS TO BE READ IN CONJUNCTION WITH THE FOLLOWING DRAWINGS:
7896/2012 - S278/38 SITE CLEARANCE PLAN SHEET 1 OF 2
7896/2013 - S278/38 SITE CLEARANCE PLAN SHEET 2 OF 2
7896/2014 - S278/38 UTILITIES PLAN SHEET 1 OF 2
7896/2015 - S278/38 UTILITIES PLAN SHEET 2 OF 2
7896/2016 - S278/38 VISIBILITY SPLAYS
7896/2030 - S278/38 SECTIONS SHEET 1 OF 2
7896/2031 - S278/38 SECTIONS SHEET 2 OF 2
7896/2080 - S278/38 GENERAL ARRANGEMENT PLAN SHEET 1 OF 2
7896/2081 - S278/38 GENERAL ARRANGEMENT PLAN SHEET 2 OF 2
7896/2082 - S278/38 ROAD MARKING LAYOUT AND SCHEDULE SHEET 1 OF 2
7896/2082 - S278/38 ROAD MARKING LAYOUT AND SCHEDULE SHEET 2 OF 2
7896/2090 - S278/38 CONSTRUCTION DETAILS
AURIOL DRIVE
HAVANT ROAD (A2030)
373 to 397
Shelter
N
INSET 2
FORTUNE WAY
AURIOL DRIVE
HAVANT ROAD (A2030)
GENERAL NOTES
1. The location, size, depth and identification of existing services that may be shown or referred to on this drawing have been assessed from non intrusive observations , record drawings or the like. The contractor shall safely carry out intrusive investigations, trial holes or soundings prior to commencing work to satisfy himself that it is safe to proceed and that the assessments are accurate, any discrepancies shall be notified to gta prior to works commencing.
2. Tender or billing drawings shall not be used for construction or the ordering of materials.
3. Do not scale. All dimensions and levels to be site confirmed.
4. This drawing shall be read in conjunction with all relevant architects, consultants drawings and specifications, together with H&S plan requirements
5. Copyright - This drawing must not be copied, amended nor reproduced without the prior written agreement of gta
6. All drawings, specifications and recommendations made by gta are subject to Local Authority and other relevant Statutory Authorities approval. Any works or services made abortive due to the client proceeding prior to these approvals is considered wholly at the Clients risk. gta hold no responsibility for resulting abortive works or costs.
KEY
S278 Carriageway works
S278 Footway works
S278 Verge works
Land to be Dedicated as Public Highway
S38 Verge works
Highway Drainage
Existing Kerb Outlet Gully to Remain
Existing Kerb Outlet Gully to be Disposed of
Proposed Road Gully
Portsmouth City Council Highway Boundary
Hampshire County Council Highway Boundary
Relocation of Existing Sign
Proposed Road Sign
NOTE:
DRAWING IS SUBJECT TO APPROVAL FROM HCC AND MAY CHANGE
P5 Kerbing amended, Resurfacing extents increased, street lighting column relocated. 31/10/19 LT GH
P4 Updated to Suit RSA Comments 14/10/19 LT GH
P3 Updated to Suit RSA Comments 11/10/19 LT GH
P2 S38 extents increased, road resurfacing added road markings amended, bus stop arrangement amended 13/09/19 LT NS
P1 Initial Issue 23/09/19 LT NS
Rev Amendments Date Dwn Chk
Status PRELIMINARY
Client BARRATT HOMES
Architect
Project HARBOUR PLACE, BEDHAMPTON
Title S278/38 AGREEMENT PLAN
Date APRIL 2019
Scale @ A1 1:500
Client Ref.
Project Ref. 7896
gtaCivils Consulting Engineers
Gloucester House, Ste Church Walk, Burgess Hill, West Sussex, RH15 9AS
Tel:01444 871444 Web: www.gtaCivils.co.uk
Drawing Number 7896/2010
Rev P5


CROSSING POINT DIMENSIONS
INSET 1
AURIOL DRIVE
HAVANT ROAD (A2030)
NOTE:
Carriageway surfacing on Havant Road is to be carried out by a National Highways Sector Scheme 16 Approved Contractor only
NOTE:
Any existing road markings removed due to resurfacing works that aren't highlighted on the site clearance plan are to be reinstated
NOTE:
All street lighting columns and road signs are to be installed a minimum of 500mm away from the edge of the proposed cycleway
Shelter
INSET 2
NOTE:
DRAWING IS SUBJECT TO APPROVAL FROM HCC AND MAY CHANGE
Note:
For signage and road marking schedules, refer to drawings: 7896/2082 and 7896/2083
Note:
Proposed gullies to connect into existing highway drainage. Location of existing highway drain to be confirmed prior to construction works taking place.
GENERAL NOTES
1. The location, size, depth and identification of existing services that may be shown or referred to on this drawing have been assessed from non intrusive observations, record drawings or the like. The contractor shall safely carry out intrusive investigations, trial holes or soundings prior to commencing work to satisfy himself that it is safe to proceed and that the assessments are accurate; any discrepancies shall be notified to gta prior to works commencing.
2. Tender or billing drawings shall not be used for construction or the ordering of materials.
3. Do not scale. All dimensions and levels to be site confirmed.
4. This drawing shall be read in conjunction with all relevant architects, consultants drawings and specifications, together with H&S plan requirements.
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6. All drawings specifications and recommendations made by gta are subject to Local Authority and other relevant Statutory Authorities approval. Any works or services made abortive due to the client proceeding prior to these approvals is considered wholly at the Clients risk. gta hold no responsibility for resulting abortive works or costs.
Key:
Proposed Lighting column
New HB2 kerbs - 125mm face
Drop Kerb
Granite Sett Demarcation Kerb
PCC Edging Kerb
Full Depth Carriageway Construction
Carriageway Resurfacing Works
Full Depth Crossover Construction
Full Depth Footway Construction
Proposed Safety Buffer Strip
Area Returned to Grass Verge
Portsmouth City Council Highway Boundary
Hampshire County Council Highway Boundary
Proposed 'Buff' Blister Tactile Paving
Proposed 'Buff' Corduroy Tactile Paving
Key(Cont):
Proposed Road Gully to be constructed in accordance with standard detail HCC10/D/010)
Existing Road Gully to Remain
Existing Kerb Inlet Gully to Remain (to be adjusted to finish level with the cycleway)
Existing Kerb Inlet Gully to be Removed
Relocation of Existing Sign
Proposed Sign
Proposed 150 Ø Street Lighting LV duct
Proposed 150 Ø HV duct
Proposed 100 Ø ducts to feed sign on island
P6 Amended to HCC comments 19/11/20 JMW GM
P5 Speed lighting and road sign note added 31/10/19 LT GM
P4 Updated to Suit RSA Comments 14/10/19 LT GM
P3 Updated to Suit RSA Comments 11/10/19 LT GM
P2 ESS extents increased, road resurfacing added road markings amended, bus stop arrangement amended 12/09/19 LT NS
- Initial Issue 23/04/19 LT NS
Rev Amendments Date Dwn Chk
Status PRELIMINARY
Client BARRATT HOMES
Architect
Project HARBOUR PLACE, BEDHAMPTON
Title S278/38 GENERAL ARRANGEMENT SHEET 1 OF 2
Date SEPTEMBER 2019
Scale @ A1 1:250
Client's Ref
Project Ref. 7896
gtaCivils
Chartered Engineers
Gloucester House, 66a Church Walk, Burgess Hill, West Sussex, RH15 9AS
Tel:01444 871666 Web: www.gtacivils.co.uk
Drawing Number 7896/2080
Rev. P7
P7 Proposed Road Gullies, and Ducts added 03/02/20 GS GM
Rev Amendments Date Dwn Chk



GENERAL NOTES

1. The location, size, depth and identification of existing services that may be shown or referred to on this drawing have been assessed from non intrusive observations, record drawings or the like. The contractor shall safely carry out intrusive investigations, trial holes or soundings prior to commencing work to satisfy himself that it is safe to proceed and that the assessments are accurate; any discrepancies shall be notified to gta prior to works commencing.

2. Tender or billing drawings shall not be used for construction or the ordering of materials.

3. Do not scale. All dimensions and levels to be site confirmed.

4. This drawing shall be read in conjunction with all relevant architects, consultants drawings and specifications, together with H&S plan requirements.

5. Copyright : This drawing must not be copied, amended nor reproduced without the prior written agreement of gta.

6. All drawings specifications and recommendations made by gta are subject to Local Authority and other relevant Statutory Authorities approval. Any works or services made abortive due to the client proceeding prior to these approvals is considered wholly at the Clients risk. gta hold no responsibility for resulting abortive works or costs.

Key: (For continuation refer to 7896/2080)

- Proposed Lighting column
- Full Height Kerb
- Drop Kerb
- Granite Sett Demarcation Kerb
- PCC Edging Kerb
- Full Depth Carriageway Construction
- Carriageway Resurfacing Works
- Full Depth Crossover Construction
- Full Depth Footway Construction
- Proposed Safety Buffer Strip
- Area Returned to Grass Verge
- Portsmouth City Council Highway Boundary
- Hampshire County Council Highway Boundary
- Proposed 'Buff Blister Tactile Paving
- Proposed 'Buff Corduroy Tactile Paving
- Proposed Railing
- Proposed Road Gully
- Existing Road Gully to Remain
- Existing Kerb Inlet Gull to Remain
- Existing Kerb Inlet Gully to be Removed
- Relocation of Existing Sign
- Proposed Sign

Rev	Amendments	Date	Dsn	Chk
P6	Proposed Road Gullies, and Ducts added	03/02/20	GS	GH
P5	Amended to HCC comments	14/01/20	[illegible]	GH
P4	Resurfacing extents increased, street lighting column relocated. Street lighting [illegible] added	31/10/19	LT	GH
P3	Updated to Suit RSA Comments	11/10/19	LT	GH
P2	S38 extents increased, road resurfacing added road markings amended, bus stop arrangement amended	12/09/19	LT	NS
-	Initial Issue	23/09/19	LT	NS

Status: PRELIMINARY

Client: BARRATT HOMES

Architect:

Project: HARBOUR PLACE, BEDHAMPTON

Title: S278/38 GENERAL ARRANGEMENT SHEET 2 OF 2

Date: SEPTEMBER 2019 | Scale @ A1: 1:250

Clients Ref: | Project Ref: 7896

gtaCivils Consulting Engineers
Gloucester House, 66a Church Walk, Burgess Hill, West Sussex, RH15 9AS
Tel: 01444 871444 Web: www.gtacivils.co.uk

Drawing Number: 7896/2081 | Rev: P6

Developer's Covenants

5. The Developer hereby covenants with the County Council as follows:

The Works

5.1. 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

5.2. To notify the County Council in writing as to the date the Works are opened to the public no later than one month following such opening in addition to and without prejudice to the issuing of the Certificate of Completion

Indemnity

5.3. 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

5.4. 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 £10,000,000 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 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 Agreement) 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

5.5. 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

Dedication

5.6. That it hereby dedicates the Orange Land 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 the Agreement 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 shall not 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 Agreement 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 Agreement 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 Agreement 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 85% or to the sum of £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 the Agreement

7.1. On the date hereof the reasonable costs properly incurred by the Head of Law and Governance and Monitoring Officer and the Director of Economy Transport and Environment in the preparation of this Deed.

Prior to commencement of the Works

7.2. On the date hereof the whole of 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 5 per cent of the cost of the Works as estimated by the County Council or £2,000 (whichever is the greater) being a sum on account of the County Council's reasonable costs incurred in inspecting and administering the WorksPrior to commencement of the Works the full cost to the County Council of any road traffic orders required to facilitate the Works

7.4. 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

7.5. Prior to the issue of the Certificate of Completion and in respect of the future maintenance of:-

7.5.1. 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

7.5.2. unusual paving surfacing and high friction surfaces (if any) a commuted sum equal to the replacement cost

7.5.3. illuminated signs (if any) a commuted sum equal to the replacement cost

7.5.4. decorative (i.e. non standard) street lighting (if any) a commuted sum equal to the replacement cost

7.5.5. street furniture (if any) a commuted sum equal to the replacement cost

7.5.6. bus shelters (including any variable message signs traffic travel and bus passenger information) (if any) a commuted sum equal to the replacement cost

7.5.7. landscape works (if any) a commuted sum of:

7.5.7.1. in respect of any bed, grass or shrub planting £40 per square metre

7.5.7.2. in respect of any new trees £400 per tree

7.5.7.3. in respect of any retained trees £1,500 per tree

7.5.8. 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

7.5.9. 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 drawpits signal poles and any other costs incurred by the County Council in respect of loop cutting and installation

7.5.10. hydrobrakes petrol interceptors pebble drains linear ditches (if any) a commuted sum equal to the replacement cost per hydrobrake petrol interceptor pebble drains linear ditch

7.6. 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 Hampshire Street Lighting PFI Contract

7.7. Prior to the issue of the Certificate of Completion any sums due pursuant to Schedule 2

Prior to the Reduction of the Bond

7.8. On demand and in any event prior to the reduction of the of the Bond the sum of £150 for costs incurred in approving

administering and reducing the Bond required pursuant to clause 6

Prior to the Release of the Bond

7.9. On demand and in any event prior to the release of the Bond the sum of £150 for costs incurred in approving administering and releasing the Bond required pursuant to clause 6

7.10. 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 Hampshire Street Lighting PFI Contract

7.11. Prior to the issue of the Certificate of Maintenance any sums due pursuant to Schedule 2

Payment on Demand

7.12. 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

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 and subject to prior confirmation in writing by Portsmouth City Council that it is ready to issue the Certificate of Completion under the PCC s278m Licence 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 Agreement 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 Agreement 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 Agreement have been paid the County Council shall subject to prior confirmation in writing by Portsmouth City Council that it is ready to issue the Certificate of Maintenance under the PCC s278m Licence 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 reasonable 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 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 fourteen 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 reasonably and properly incurred and 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 Agreement (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 Agreement 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 (save in the case of fraud or manifest error) 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 years' post qualification experience in the subject matter of the dispute

    12.2. be appointed subject to an express requirement that he 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 30 Working Days from the date of his 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 he shall reasonably determine within 10 Working Days of his appointment written submissions and supporting material and shall afford to each of the said parties an opportunity to make counter submissions within a further 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 15 Working Days from receipt of any counter submissions or in the event that there are no counter submissions within 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 or the Developer to seek legal redress of any breach of the obligations entered into by the Developer or the County Council (respectively) in this Agreement

Miscellaneous

14. The Developer hereby agrees that the Works are for the benefit of the Land
15. If the Works have not commenced in accordance with the terms of this Agreement within two (2) years of the date hereof this Agreement (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 Agreement 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. Reference whenever it appears in this Agreement to any statute or other legislation shall include any amendment thereto or other regulations Codes of Practice or other directions made or given there under
18. Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 nothing in this Agreement 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
19. 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."

20. Reference whenever it appears in this Agreement to any statute or other legislation shall include any amendment thereto or other regulations Codes of Practice or other directions made or given thereunder

21. This Agreement shall be registered as a Local Land Charge

Mortgagee's Consent

22. The Mortgagee hereby consents to the Developer entering this Deed

SCHEDULE 1

Description of Works

The Works referred to in this Agreement and shown in principle on Drawing(s)

7896/2080 Rev P7 General Arrangement Sheet 1 of 2

7896/281 Rev P6 General Arrangement Sheet 2 of 2[redacted]

7896/2010 Rev P5 Section 278 / Section 38 Agreement Plan

attached hereto shall comprise the provision of:-

Provision of two bellmouth junctions, two ghost island right turn lanes and associated pedestrian and cycle infrastructure into the development as shown in drawing number 7896/2080 Rev P7

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 Agreement the County Council shall be at liberty to review the Works and require any amendments he 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 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

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 and approved by 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 Reg 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 Reg 4(4) and 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 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

1.8. The Developer has paid all sums due prior to commencement of the Works pursuant to Clause 7

1.9. The original insurance policy and receipts referred to in Clause 5.4 or copies thereof certified by a solicitor have been produced

1.10. 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

1.11. 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

1.12. The Developer will maintain access to all apparatus that is part of the Hampshire Street Lighting PFI Contract and where this is not possible the maintenance responsibility for that apparatus shall be removed from the Hampshire Street Lighting PFI Contract and shall pass to the Developer

1.13. Where the Developer removes or relocates any apparatus that is part of the Hampshire Street Lighting PFI Contract the maintenance responsibility for that apparatus shall be removed from the Hampshire Street Lighting PFI Contract 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 and unless otherwise agreed in writing by the County Council at least 3 months prior to the commencement of the Works of its intention to proceed with the Works

3.2. Unless otherwise agreed in writing by the County Council at least 10 clear 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 24 hours prior to the commencement of each and every stage of excavation and construction operations associated with highway structures

4. At least 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 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 is 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 £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 Hampshire Street Lighting PFI Contract

17.1.4. in respect of highway structures a maintenance manual to include suitable scale electronic data 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 as a 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 (eg.drainage goods fencing materials traffic signs electrical components and cables etc)

ANNEX ONE

Agreed form s278m Agreement between
the Developer and Portsmouth City Council

DATED 2020

BDW TRADING LIMITED

- and -

PORTSMOUTH CITY COUNCIL

Minor Works Agreement for Highway Works for the development at Forty Acre Farm Havant Road Bedhampton, Havant, PO9 3LW

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

PCC Legal File Ref: 511906

Peter Baulf
City Solicitor and Monitoring Officer
The Civic Offices
Guildhall Square
Portsmouth
Hampshire
PO1 2AL

DATED DAY 2020

SECTION 278 MINOR WORKS AGREEMENT

a. Portsmouth City Council of Civic Offices Guildhall Square Portsmouth PO1 2AS ("the City Council") and BDW Trading Limited registered with company number 03018173 whose registered office is at Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire LE67 1UF ("the Developer") have agreed that highway works comprising the provision of installation of vertical signage (1x TSRGD 967) with respective post installation of road markings comprising 3 x cycle symbols (TSRGD 1057), 2 x right arrows (TSRGD1059) and approx. 20m of new lining/hatch. ("the Works") as identified on drawing number 7896/2180 Rev P3 ("the Drawing/s") (such Drawing/s having been approved by the Council prior to the date hereof) required pursuant to planning permission APP/18/00450 ("the Planning Permission") granted by the Havant Borough Council may be carried out by the Developer subject to the terms and conditions set out beneath which constitutes an agreement between the City Council and the Developer pursuant to Section 278 of the Highways Act 1980.

b. The City Council is satisfied pursuant to Section 278 of the Highways Act 1980 that it will be of benefit to the public for the City Council to enter this agreement ("the Licence") for the execution of the Works at the expense of the Developer which Works the City Council is authorised to execute pursuant to the Highways Act 1980 or are the subject of the Planning Permission.

c. The Developer is entitled to be the registered proprietor of the land known as Forty Acre Farm Havant Road, Bedhampton, Havant, PO9 3LW and shown edged red ("the Land") on the site location plan attached hereto which is registered at HM Land Registry under title numbers HP395665, HP278284, HP510153, HP395666 and HP395664 and has submitted an application to be registered as the proprietor of the Land at HM Land Registry prior to the date of this agreement and agrees that the Works are for the benefit of the Land.

d. The Works under this Licence will be carried out at the same time and by the same contractor as the works to be carried out in Havant Road under a s278 agreement entered into between the Developer and Hampshire County Council as the Highway Authority for Hampshire pursuant to the Planning Permission ("the HCC s278 Agreement"), a copy of which is annexed to this Agreement

TERMS AND CONDITIONS

Prior to construction of the Works

1. The Developer will need to have obtained prior approval for proposed dates to work on the highway from the City Council and complied with any statutory notices and notice periods. The Developer will also need to give the City Council unless otherwise agreed in writing 1 month's written notice of intention to commence work on the highway and complete the Works within a period of 4 weeks, using a contractor the City Council (acting reasonably and without delay) deems to be appropriately qualified.

2. Before commencement of construction of the Works the Developer will obtain such consents, licences or permissions as may be required for carrying out the Works and shall comply with these. 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 will if necessary obtain any consents and permissions from any railway, canal, inland navigation, dock or harbour undertakers.

3. The Developer shall not commence the Highway Works before obtaining all necessary consents and approvals and until the Proper Officer (being any suitably qualified City Council officer for the time being appointed for the purposes of this agreement or of any provisions contained in this agreement) has issued the pre-commencement certificate. In order to obtain the pre-commencement certificate the Developer shall:

   (a) obtain approval in writing from the Proper Officer not to be unreasonably withheld for:
      (i) the detailed design for the Highway Works, the Specification, the Programme and the Method Statement;
      (ii) the Estimated Cost of Works;
      (iii) the Traffic Management Plan;
      (iv) the name of the Contractor;
      (v) the draft Construction Contract;
      (vi) the Stage 2 Safety Audit Report;
      (vii) the Health and Safety Plan;

(viii) details of any diversion or alteration works required to be carried out to Statutory Undertakers' mains, services, plant or equipment necessitated by the Highway Works;

(ix) the certificate of insurance cover;

(x) the location of car parking for site and construction personnel during the carrying out of the Highway Works;

(xi) any other information that the Proper Officer shall require including any variation (whether by way of alteration, addition or omission) to the Highway Works;

(b) pay to the Council:

(i) the Design Check Fee;

(ii) the Estimated Inspection Fee;

(iii) the Commuted Sum (being £950 or such other figure as the Developer is notified in writing by the City Council);

(iv) all legal, administrative and construction costs incurred by the Council in connection with any amendments required to existing Traffic Regulation Orders or the promotion of new Traffic Regulation Orders arising as a consequence of the Highway Works;

4. The Developer shall not carry out any works except in accordance with the Drawing/s approved above.

5. The Developer shall on the date hereof pay the City Council the legal fees in connection with the drafting and completion of this Agreement.

6. A cash deposit ("the Cash Deposit") in the sum of £ 1500 (one thousand five hundred pounds) will be paid by the Developer to the City Council on the date hereof and returned to the Developer in phases with 50% being returned on the issue of the Completion Certificate and the remaining balance being returned on the issue of the Defects Certificate together with any accrued interest. Any works which the City Council need to carry out as a result of the failure of the Developer to comply with the conditions of this Licence shall be chargeable to the Developer. The City Council will initially use the Cash Deposit but any costs the City Council incurs over and above the Cash Deposit limit will be recoverable from the Developer and any sums due to the City Council shall be paid by the Developer within 21 days of written demand.

7. The Developer shall indemnify the City 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 and maintenance of the Works until the City Council assumes responsibility for the Works following issue of the Defects Certificate. The Developer shall also indemnify the City 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 City Council determine should be met under the Noise Insulation Regulations 1975) arising out of the use of the Works.

8. The Developer shall procure insurance 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 insured against public liability risks to a degree commensurate with the part of the Works that they are carrying out and a copy of the insurance policy and receipts for the premiums paid shall be provided on request by the City Council no more than once in each year.

9. For the avoidance of doubt reference wherever it appears in this Agreement 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 this Agreement.

Completion of the Works

10. The Developer shall notify the City Council of completion of the Works and if these have been completed to the City Council's satisfaction, and subject to confirmation in writing by Hampshire County Council that it is ready to issue the Certificate of Completion under the HCC s278 Agreement, a Completion Certificate (being a certificate issued by the City Council confirming the works have been executed to its satisfaction and can be placed on maintenance) shall be issued and from the date of the Completion Certificate the maintenance period (Maintenance Period) of at least 12 calendar months shall commence during which time the Developer shall be responsible for the correction of any defects and maintaining the Works.

11. 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 City Council all necessary drawings, health and safety certificates, street lighting certificates, site road safety audits, CCTV Drain Survey, and any other documentation the City Council reasonably requires.

12. On completion of the Maintenance Period, the Developer will notify the City Council who will re-inspect and notify the Developer of any required remedial works. Once the Developer has carried out the required remedial works to the City Council's satisfaction and all outstanding fees have been paid including design check fees, project management and inspection the City Council will, subject to prior confirmation in writing by Hampshire County Council that it is ready to issue the Certificate of Maintenance under the HCC s278 Agreement, issue a Defects Certificate and from that time the City Council will assume responsibility for maintenance of the Works.

13. Prior to issue of the Defects Certificate the Developer shall provide to the City Council all necessary as built drawings, health and safety certificates, street lighting certificates and any other documentation the City Council requires.

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


N
0 10 20 50 100 metres
Scale: 1:1250 @ A1
KEY
SITE BOUNDARY
DO NOT SCALE
All dimensions to be checked on site and Architect to be notified of any discrepancies prior to commencement
DESIGNER'S RISK ASSESSMENT
RESIDUAL RISKS:
REF: DESCRIPTION DATE
PENK RIDGE
AURIOL DRIVE
HAVANT ROAD A2030
ECTORY AVENUE
12m
WESTWAYS
ALMOND CLOSE
Forty Acre Farm
A3(M)
A27
Drain
Drain
dge Field
.odge
rm
Su
BARRATT HOMES
DAVID WILSON HOMES
WHERE QUALITY LIVES
REVISION DATE DESCRIPTION CHECKED
idp PARTNERSHIP NORTHERN
ARCHITECTURE | MASTERPLANNING | URBAN DESIGN
idPartnership Northern, St Jude's, Barlow Street, Shieldfield, Newcastle upon Tyne, NE2 1AS
T: +44 (0)191 261 4442 | W: idpartnership.com | E: info@idpartnership-northern.com
JOB / CLIENT
Land at Forty Acre Farm, Havant Road, Havant
for Barratt David Wilson Homes Southampton
DRAWING TITLE
Site Location Plan
PROJECT ARCHITECT KD
DRAWN BY RA
CHECKED
SCALE 1:1250 @ A1
PROJECT NO. N81:2393
DRAWING NO. PL01
DATE April 2018
DRWG STATUS DRAFT CONSULTATION TENDER CONSTRUCTION RECORD
COPYRIGHT : IDPartnership Northern

GENERAL NOTES

1. The location, size, depth and identification of existing services that may be shown or referred to on this drawing have been assessed from non intrusive observations, record drawings or the like. The contractor shall satisfy carry out intrusive investigations, trial holes or soundings prior to commencing work to satisfy himself that it is safe to proceed and that the assessments are accurate. any discrepancies shall be notified to gta prior to works commencing.

2. Tender or billing drawings shall not be used for construction or the ordering of materials.

3. Do not scale. All dimensions and levels to be site confirmed.

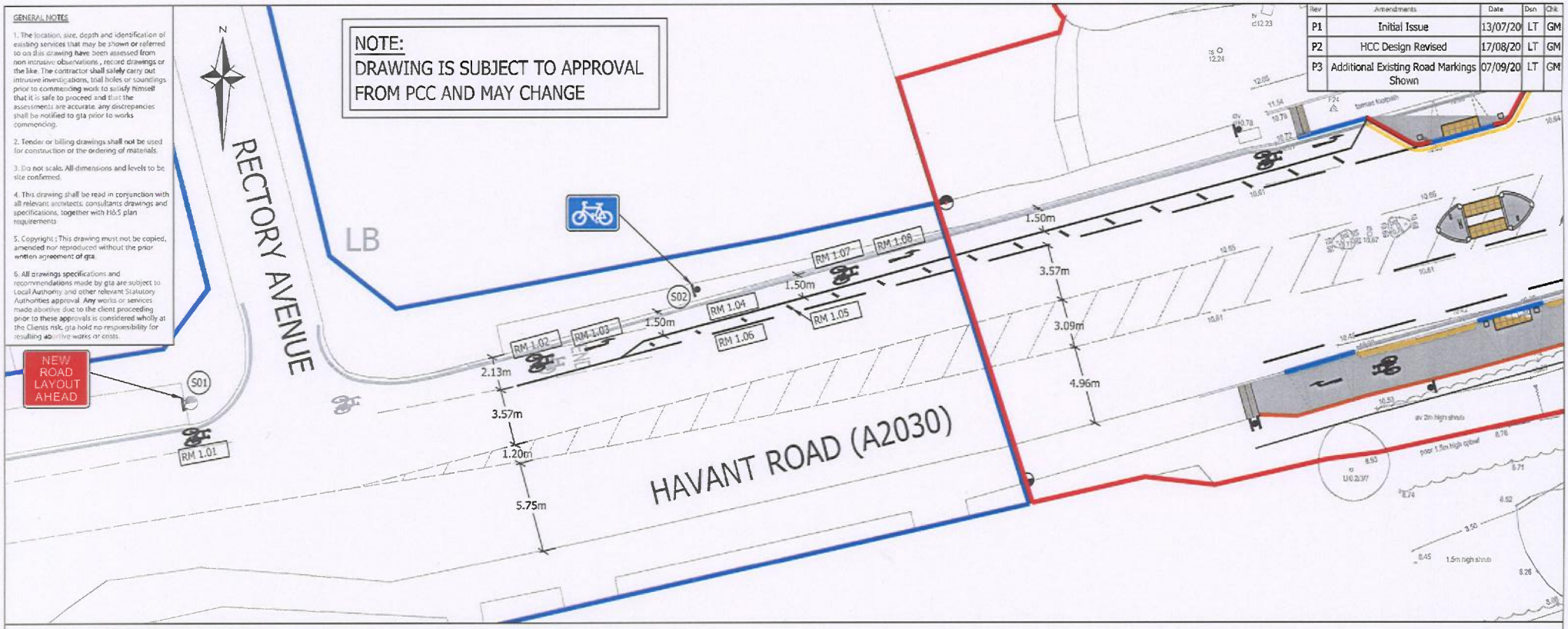
4. This drawing shall be read in conjunction with all relevant architects, consultants drawings and specifications, together with H&S plan requirements

5. Copyright : This drawing must not be copied, amended nor reproduced without the prior written agreement of gta.

6. All drawings specifications and recommendations made by gta are subject to Local Authority and other relevant Statutory Authorities approval. Any works or services made abortive due to the client proceeding prior to these approvals is considered wholly at the Clients risk, gta hold no responsibility for resulting abortive works or costs.

NOTE:
DRAWING IS SUBJECT TO APPROVAL FROM PCC AND MAY CHANGE

Rev	Amendments	Date	Dsn	Chk
P1	Initial Issue	13/07/20	LT	GM
P2	HCC Design Revised	17/08/20	LT	GM
P3	Additional Existing Road Markings Shown	07/09/20	LT	GM



ROAD MARKING SCHEDULE

No.	TSRGD Diag. reference	Overall length (m)	Line width(mm)	No of parallel lines	Spacing between hatching lines (mm)	Line length (m)	Gap length (m)	Road studs	Stud spacing	Depressible
1.01	1057	1.78	VARIES	N/A	N/A	1.78	N/A	NOT REQUIRED	N/A	N/A
1.02	1057	1.78	VARIES	N/A	N/A	1.78	N/A	NOT REQUIRED	N/A	N/A
1.03	1059	2.00	VARIES	N/A	N/A	2.00	N/A	NOT REQUIRED	N/A	N/A
1.04	1049	56.95	250	N/A	N/A	44.40	N/A	NOT REQUIRED	N/A	N/A
1.05	1040	VARIES	150	16	3000	VARIES	N/A	NOT REQUIRED	N/A	N/A
1.06	1040	52.00	100	N/A	N/A	4.00	2.00	NOT REQUIRED	N/A	N/A
1.07	1057	1.78	VARIES	N/A	N/A	1.78	N/A	NOT REQUIRED	N/A	N/A
1.08	1059	2.00	VARIES	N/A	N/A	2.00	N/A	NOT REQUIRED	N/A	N/A

NOTE: All road studs are to be inlaid and depressible type.

Key:

- Proposed Lighting column
- Proposed Sign on Existing Lighting Column
- Portsmouth City Council Highway Boundary
- Hampshire County Council Highway Boundary
- Proposed Sign

Road Signs Schedule

No.	TSRGD Ref.	Size	Mount height	Sign Face Material	Post Size	Illumination	Description	Sign backing colour	Post Finish	Minimum offset distance from carriageway to nearest sign edge	Post Length	Number of posts
S01	7014	50mm X-height	2400mm	Class RA1 Reflective	76ϕ CHS (x1)	Not Required	"New Road Layout Ahead"	Grey	N/A	450mm	N/A	N/A
S02	967	550mm x 375mm	2300mm	Class RA1 Reflective	76ϕ CHS (x1)	Not Required	Recommended Cycle Route	Grey	Non Ferrous Natural Metallic Finish	450mm	3375mm	1
												Total: 1

Sign Notes:
The proposed sign faces shall be manufactured of Aluminium Composite Material (ACM). The back of the signs shall be grey if the posts are metallic or black if the posts are black.
Signs are to comply with BS EN 12899:2007 and it's National Annex, and for signs installed after 1st July 2013, signs to be CE marked.
Any vegetation will be cut back to aid forward visibility to all proposed signs and the extent of the "cut back" will be agreed with the Highways Inspector.

gta Civils & Transport
Gloucester House, 66a Church Walk, Burgess Hill, West Sussex, RH15 9AS
Tel:01444 871444 Web: www.gtacivils.co.uk

Client: BARRATT HOMES

Architect:

Project: HARBOUR PLACE, BEDHAMPTON

Title: S278 LICENCE ROAD MARKING AND SIGNS LAYOUT AND SCHEDULE

Status: PRELIMINARY

Date: JULY 2020

Scale @ A3: 1:250

Drawing Number: 7896/2180

Rev.: P3

SIGNED by [ ])
and [ ])
pursuant to a Power of Attorney dated)
[ ] for and on)
behalf of **BDW TRADING LIMITED**)

.....

SIGNATURE OF WITNESS

Name: .....

Address: .....

.....

.....

Occupation: .....

.....

SIGNATURE OF ATTORNEY

[Glen O'Nion] as attorney for
BDW Trading Limited

.....

SIGNATURE OF WITNESS

Name: .....

Address: .....

.....

.....

Occupation: .....

.....

SIGNATURE OF ATTORNEY

[Jonathan Edward Green] as attorney for
BDW Trading Limited

EXECUTED as a DEED by affixing the)
COMMON SEAL of PORTSMOUTH)
CITY COUNCIL in pursuance of a)
resolution of the Council passed at a)
meeting duly convened and held :-)

.....

Authorised Signatory

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

37/6401

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

[redacted]

Authorised Signatory

Name (capitals) PAUL HODGSON

Position DEPUTY HEAD OF LEGAL

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:-)

[redacted]

Authorised Signatory [redacted]

Name (capitals) [redacted]

Position

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

SIGNED by [Jonathan Edward Green])
and [ ])
pursuant to a Power of Attorney dated)
[ ] for and on)
behalf of **BDW TRADING LIMITED**)

.....[redacted].....
.....
SIGNATURE OF WITNESS

Name: .....[redacted].....
....
Address: [redacted]
.....
.....
.....
.....
.....
Occupation:
.....

.....[redacted].....
.....
SIGNATURE OF WITNESS

Name: .....[redacted].....
....
Address: [redacted]
.....
.....
.....
.....
.....
Occupation: .....[redacted].....

.....[redacted].....
.....
SIGNATURE OF ATTORNEY

[Jonathan Edward Green] as
attorney for BDW Trading Limited

[redacted]
.....
SIGNATURE OF ATTORNEY

[Gareth] as
attorney for BDW Trading Limited

Signed as a deed by
STEVEN WALTER HAMILTON MASON

In the presence of:

Witness signature:

Witness name:

Address

Occupation:

Signed as a deed by
TIMOTHY NELSON MASON

In the presence of:

Witness signature:

Witness name:

Address

Occupation:

Signed as a deed by
MELANIE JEAN FLINT

In the presence of:

Witness signature:

Witness name:

Address

Occupation: