

HAMPSHIRE COUNTY COUNCIL

SECTION 278 MINOR WORKS AGREEMENT

DATED

23 August 2021

Date: 23 August 2021

PARTIES

1. Hampshire County Council (HAMPSHIRE COUNTY COUNCIL) (The County Council)
2. Persimmon Homes Limited (Co. Regn. No. 04100747) of Persimmon House, Fulford, York, YO19 4FE (The Developer)

and

WHEREAS

A. THE PARTIES HAVE AGREED that highway works comprising the provision of the removal of an axis **PERSIMMON HOMES LIMITED** George's Avenue, Havant, PO9 2RU (the Works), as identified on drawing number PERSC-507-5279-01 (the Drawing) - attached hereto 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 into this Agreement for **Minor Works Agreement for Highway Works at No. 27 St. George's Avenue, Havant. PO9 2RU** Developer which Works the County Council pursuant to (inter alia) S.278 Highways Act 1980 the Highways Act 1980.

C. The Developer is the registered proprietor of the land shown edged red (the Land) on a drawing titled LOCATION PLAN attached hereto under title number GH55790 and agrees that the Works are for the benefit of the Land.

37/2803

HAMPSHIRE COUNTY COUNCIL
SECTION 278 MINOR WORKS AGREEMENT

Date: _____ 23 August 2021

PARTIES:

1. **Hampshire County Council** of The Castle Winchester SO23 8UJ ("the County Council")
2. **Persimmon Homes Limited** (Co. Regn. No. 04108747) of Persimmon House, Fulford, York, YO19 4FE ("the Developer")

WHEREAS

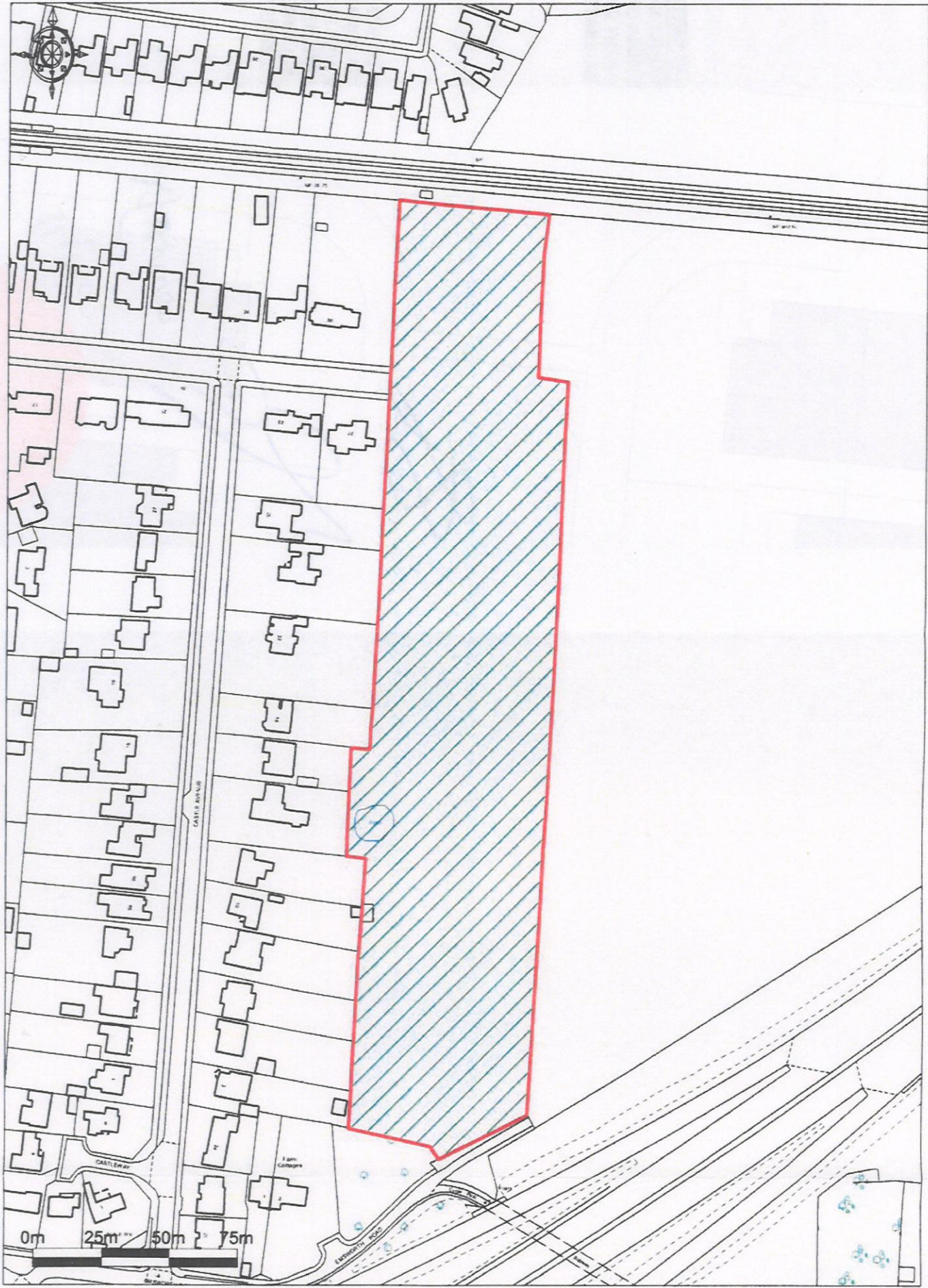
- A. THE PARTIES HAVE AGREED that highway works comprising the provision of the removal of an existing Ash tree T1 outside No. 27 St. George's Avenue, Havant, PO9 2RU ("the Works") as identified on drawing number PERSC-507-S279-01 ("the Drawing" – attached hereto) may be carried out by the Developer 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 into 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.
- C. The Developer is the registered proprietor of the land shown edged red ("the Land") on drawing titled LOCATION PLAN attached hereto under title number SH55790 and agrees that the Works are for the benefit of the Land

SECTION 278 MINOR WORKS AGREEMENT
REMOVAL OF EXISTING AIR TREE FROM
SOUTHERN FOOTWAY OF ST GEORGE'S
AVENUE, HAVANT.

Dwg. No.: PERN00-007-S278-01

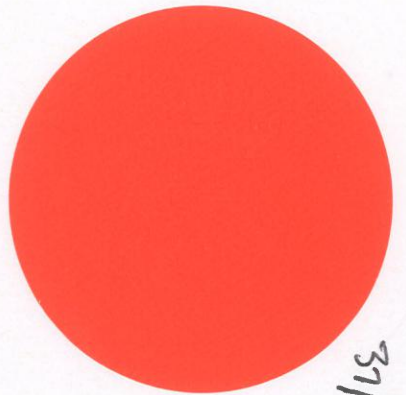
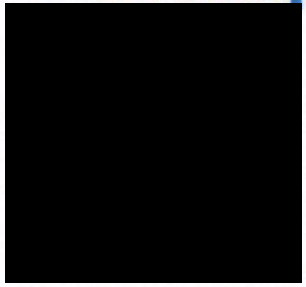
Land east of Castle Avenue

LOCATION PLAN

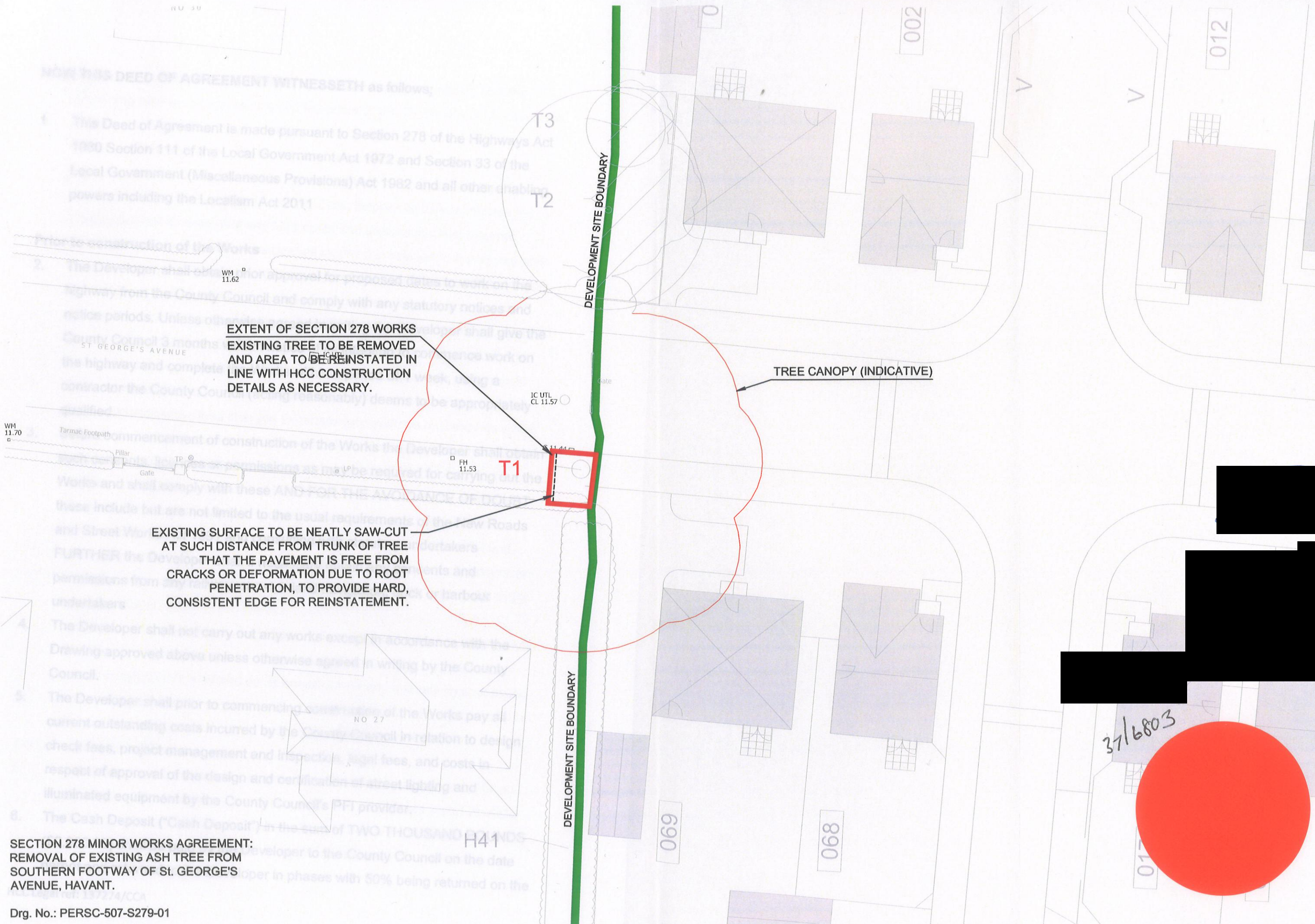


Ordnance Survey © Crown Copyright 2016. All rights reserved.
Licence number 100022472. Plotted Scale - 1:2500

For Indicative Purposes Only



37/1803



NOW THIS DEED OF AGREEMENT WITNESSETH as follows:
1. 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

EXTENT OF SECTION 278 WORKS
EXISTING TREE TO BE REMOVED
AND AREA TO BE REINSTATED IN
LINE WITH HCC CONSTRUCTION
DETAILS AS NECESSARY.

EXISTING SURFACE TO BE NEATLY SAW-CUT
AT SUCH DISTANCE FROM TRUNK OF TREE
THAT THE PAVEMENT IS FREE FROM
CRACKS OR DEFORMATION DUE TO ROOT
PENETRATION, TO PROVIDE HARD,
CONSISTENT EDGE FOR REINSTATEMENT.

SECTION 278 MINOR WORKS AGREEMENT:
REMOVAL OF EXISTING ASH TREE FROM
SOUTHERN FOOTWAY OF St. GEORGE'S
AVENUE, HAVANT.

NOW THIS DEED OF AGREEMENT WITNESSETH as follows:

1. 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

Prior to construction of the Works

2. The Developer shall obtain prior approval for proposed dates to work on the highway from the County Council and comply with any statutory notices and notice periods. Unless otherwise agreed in writing the Developer shall give the County Council 3 months written notice of its intention to commence work on the highway and complete the Works within a period of 1 week, using a contractor the County Council (acting reasonably) deems to be appropriately qualified.
3. 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
4. The Developer shall not carry out any works except in accordance with the Drawing approved above unless otherwise agreed in writing by the County Council.
5. 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.
6. The Cash Deposit ("Cash Deposit") in the sum of TWO THOUSAND POUNDS (£2,000.00) 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") 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 in relation to the Works and the completion, maintenance and inspection of the Works over and above the Cash Deposit limit shall be recoverable from the Developer and any cost monies fees due to the County Council shall be paid by the Developer within 21 days of written demand. The County Council will provide receipts relating to fees costs and expenses further to this clause to the Developer on request.
7. The Developer shall indemnify the County Council in respect of any third parties actions claims fees charges expenses proceedings or demands which may arise out of or in connection with or incidental to the carrying out of the Works and until the County Council assumes responsibility for the Works following issue of the Certificate of Maintenance. The Developer shall also indemnify the County Council in respect of all 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.
8. 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 shall on request by the County Council produce for inspection a copy of the insurance policy and receipts for the premiums paid.

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 statutory 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 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.
12. The Developer shall carry out the Works as contractor for the County Council in a good and workman like manner and in accordance with the Drawing 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.

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 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.

CAVAT payment

19. The Developer shall on completion of the Agreement pay the County Council the sum of £32,328.00 ("the Tree Compensation Sum") by way of compensation for the removal of the highway tree and loss of amenity. The County Council will provide the Developer with confirmation of receipt of the Tree Compensation Sum.

EXECUTED as a DEED by PERSIMMON HOMES LIMITED

Signed as a deed by

J Lindsay

and

G. Cole

as attorneys under a power of attorney dated

1 July 2021 AK

Witness

as attorney for PERSIMMON HOMES LIMITED

In the presence of
Witness Signature

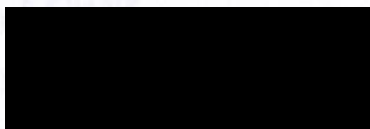
Witness Name

NIGEL MILLER

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

37/6803

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



Authorised Signatory

Name ANNIE BARNES

Position AUTHORIZED SIGNATORY

EXECUTED as a DEED by PERSIMMON HOMES LIMITED

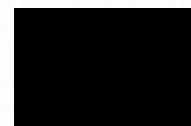
Signed as a deed by ~~15 July 2021~~
[J Lindsay]

and

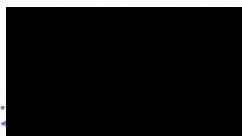
[G. COLE]

as attorneys under a power of attorney dated

1 July 2021



signature....



as attorney for PERSIMMON HOMES LIMITED

In the presence of:
Witness Signature)

Witness Name)



HCC Legal ref: 137274/CCA

Witness Address

)

signature

as attorney for **PERSIMMON HOMES LIMITED**

In the presence of:
Witness Signature

)

Witness Name

)

Witness Address

)

PERSIMMON HOMES LIMITED

Minor Works Agreement for Highway Works at
27 St. George's Avenue, Havant, PO9 2RU
pursuant to (inter alia) S.27a Highways Act 1980