



Hampshire
County Council

Legal Services

Dated 19 SEPTEMBER

2025

**Hampshire County Council
and
Havant S.à.r.l
and
Deutsche Pfandbriefbank AG**

Minor Works Agreement for Highway Works at Langstone Park, 2B Langstone

Road (A3023), Havant P09 1SA

pursuant to (inter alia) Section 38 and Section 278 Highways Act 1980

DEF Reference: 2590

Legal/CHB/ENVAG/0178/

David Kelly
Deputy Director Legal Services and
Monitoring Officer
Hampshire County Council
The Castle
Winchester
Hampshire SO23 8UJ

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Date **19 SEPTEMBER**

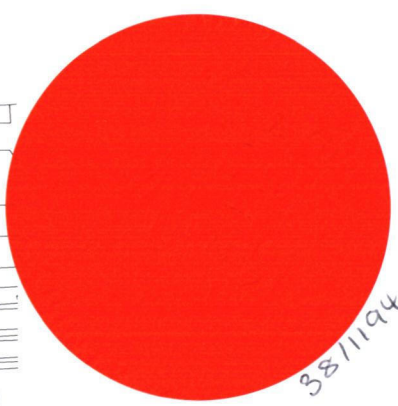
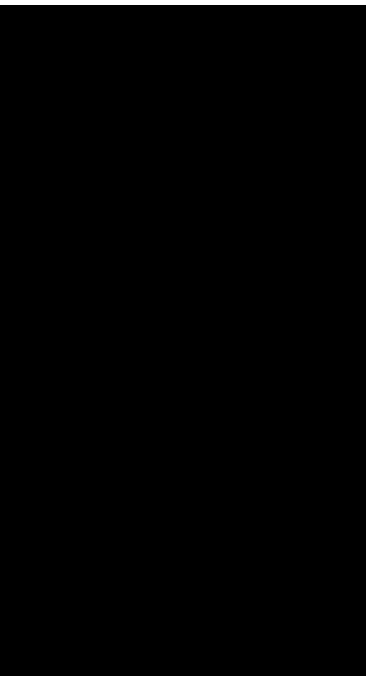
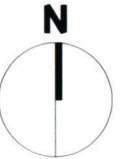
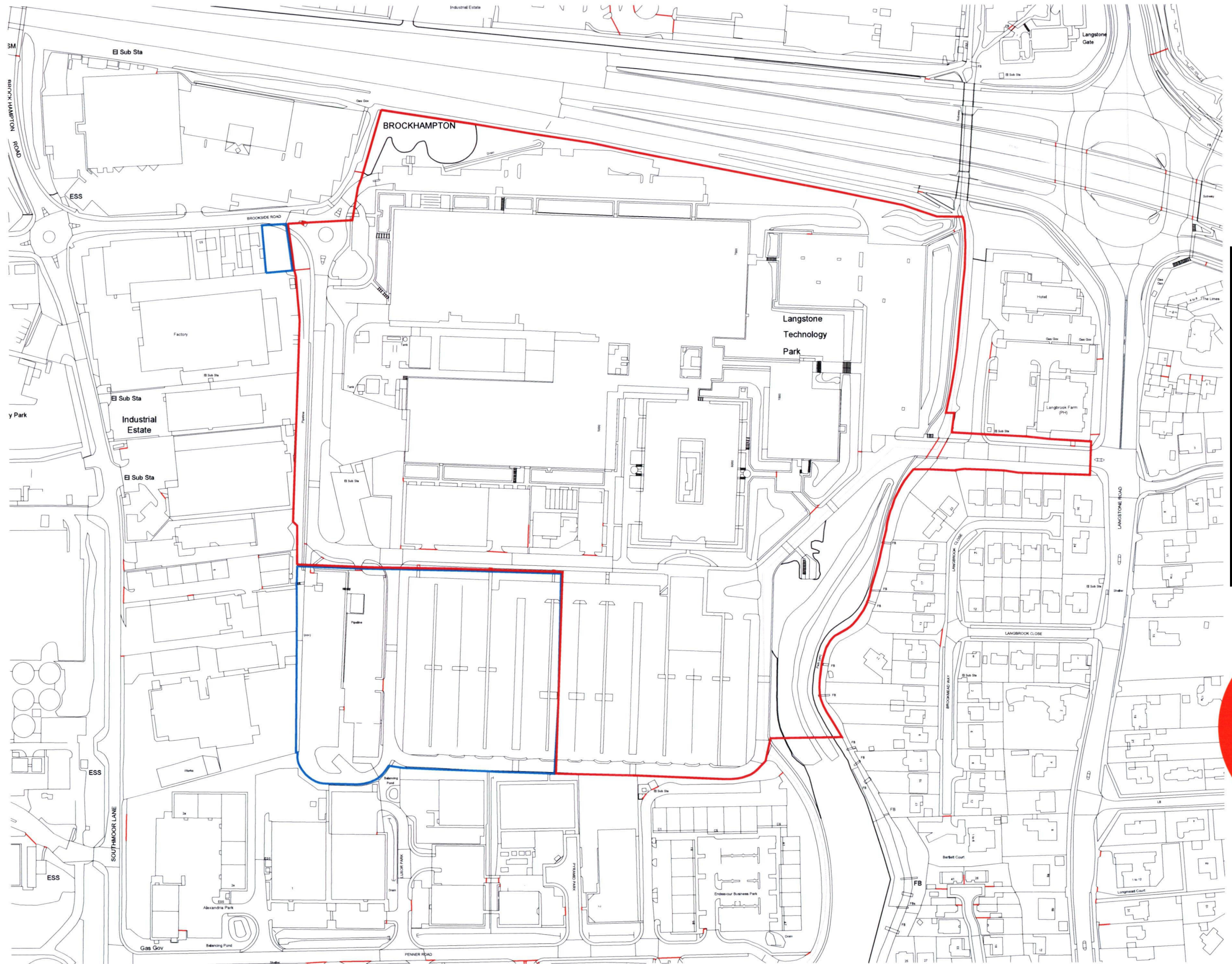
2025

1 Parties

- 1.1 **Hampshire County Council** of The Castle Winchester Hampshire SO23 8UJ (**'the County Council'**)
- 1.2 **Havant S.à.r.l** a private limited liability company (*société à responsabilité limitée*) incorporated under Luxembourg law, whose registered office is located at **11 rue Aldringen, L-1118 Luxembourg-City, Luxembourg** and registered with the Luxembourg register of commerce and companies under number B249032 (**'the Developer'**)
- 1.3 **Deutsche Pfandbriefbank AG** (a company incorporated in Germany) whose registered office is situated at 28 Parkring, Garching, 85748, Germany (**'the Mortgagee'**).

2 Background

- A The County Council is the Highway Authority for Hampshire
- B The Developer is desirous of entering into this Agreement for the purposes of securing the carrying out of the highway works ('Works') defined in Schedule 1 and the Developer has agreed that it will pay the cost of construction and maintenance of the Works.
- C The Developer is the registered proprietor of the land shown edged red ("the Land") on drawing 008 attached hereto under title number SH49416 and agrees that the Works are for the benefit of the Land subject to a legal Charge dated 21 October 2022 in favour of the Mortgagee ("the Charge").
- D 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.
- E The County Council is satisfied pursuant to Section 38 and Section 278 of the Highways Act 1980 that it will be of benefit to the public for the County Council to enter this Agreement for the execution of the Works at the expense of the Developer which Works the County Council is authorised to execute pursuant to the Highways Act 1980 or are the subject of the Planning Permission granted by Havant Borough Council ("the Planning



Offices
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12 Warren Yard,
Warren Park,
Milton Keynes,
MK12 5NW
01908 305 246
info@prc-group.com
www.prc-group.com

Revisions: Drawn/Chkd: Date:

Figured dimensions only are to be used. All dimensions to be checked onsite. Differences between drawings and between drawings and specification or bills of quantities to be reported to the PRC Group. The copyright of the drawings and designs contained therein remains vested in the PRC Group

Client:
XLB PROPERTY & HAVANT S.a.r.L (Luxembourg)

Project:
LANGSTONE PARK

Drawing Title:
SITE LOCATION PLAN

Scale @ A3: 1:2500	Checked by: ME	Date: NOV 21
Job No: 11392	Stage: PL	Drawing No: 008
Construction ☐	Preliminary ☐	Information ☐
Approval ☐	Tender ☐	

PRC Architecture & Planning



Permission”) may be carried out by the Developer subject to the terms and conditions set out beneath.

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

Agreed terms

3 Statutory powers

3.1 This Deed of Agreement is made pursuant to Sections 38 and 278 of the Highways Act 1980, Section 111 of the Local Government Act 1972 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers including the Localism Act 2011.

4 Prior to construction of the Works

4.1 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 3 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.

4.2 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..

4.3 The Developer shall not carry out any works except in accordance with the approved drawing/s (‘the Drawing/s’) approved in Schedule 1.

4.4 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 Cash deposit and fees

- 5.1 The Cash Deposit ('Cash Deposit') in the sum of £75,899.84 shall be paid by the Developer to the County Council on the date hereof and returned to the Developer in phases with 70% being returned on the issue of the Certificate of Completion ('Certificate of Completion') with a minimum of ten thousand pounds £10,000 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 a Default Event occurs (as set out in Schedule 2) 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 Indemnity and insurance

- 6.1 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.
- 6.2 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.
- 6.3 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 shall on request by the County Council be produced for inspection.

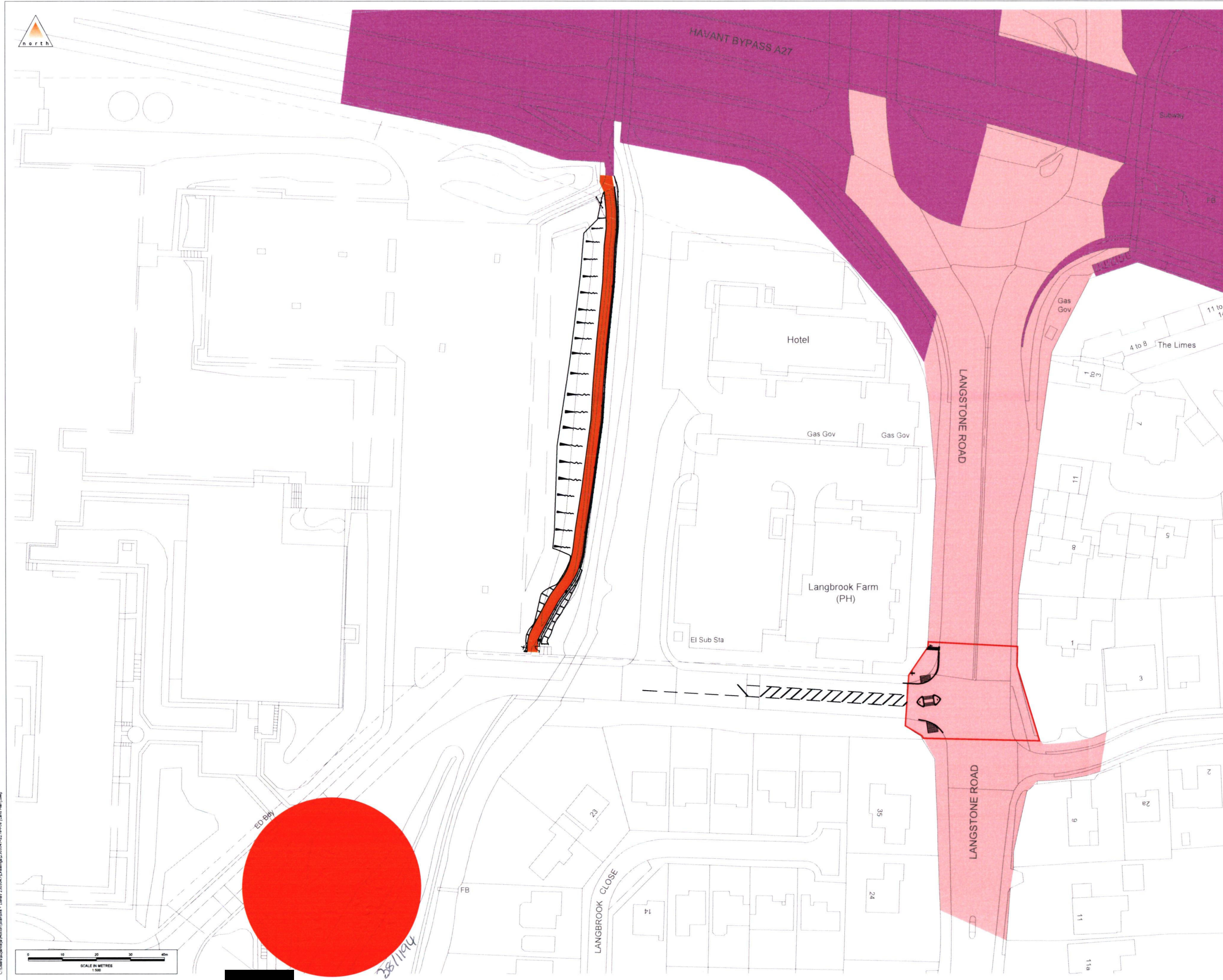
- 6.4 The Developer hereby covenants to indemnify the Mortgagee in respect of any liabilities, actions, demands, proceedings, costs and expenses arising directly or indirectly as a result of the Mortgagee having entered into this Agreement.

7 Dedication

- 7.1 The Developer hereby dedicates the land shown coloured orange on drawing 2305047-S278 Rev P08 attached hereto ('the Orange Land') as public highway such dedication to take effect from the issue of the Certificate of Completion provided that on default by the Developer of any of the terms of this Agreement the County Council shall have the right to enter on the Orange Land and any of the Developer's adjoining land to complete the Works and in this case the dedication shall be effective from the date of such entry.

8 Construction of the Works

- 8.1 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.
- 8.2 The Developer shall provide a traffic management plan if required by the County Council.
- 8.3 The Developer shall not interfere with any drain, culvert, gully, bridge, wall or other highway structure without the consent of the County Council and shall not close any part of the highway unless the County Council has agreed previously.
- 8.4 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 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.
- 8.5 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.



- 1. All levels and dimensions are to be checked on site before any work commences. All dimensions are in metres unless stated otherwise.
- 3. This drawing is based on OS mapping and Motion cannot guarantee the accuracy of the data.
- 4. Any discrepancies should be reported to the engineer immediately, so that clarification can be sought prior to the commencement of works.
- 5. This drawing should be read in conjunction with all other relevant engineering details, drawings and specification.
- 6. All works to be in accordance with the Specification for Highway Works.
- 7. All works are to be carried out in accordance with Highway Design Guide and Design Manual for Roads and Bridges (DMRB).
- 8. Refer to Statutory Undertakers records for details of apparatus present within the construction areas. Chambers are to be adjusted where required to match new levels. The main contractor is to coordinate all diversionary works.
- 9. It is the responsibility of the main contractor to undertake traffic management in accordance with Chapter 8 of The Traffic Signs Manual. The main contractor is to agree traffic management for the contract with HCC Highway Department prior to commencement of the Works.
- 10. All supply alterations are to be arranged by the main contractor.
- 11. All items of street furniture are to remain unless shown otherwise.
- 12. The contractor is to complete the Section 278 Works within the existing highway boundary. There is no agreement with adjacent landowners for use of their property.
- 13. On completion the contractor is required to carry out an as-built survey of the completed highway works.

Legend

- Limit of S278 Works Area
- Existing National Highway Land
- Existing Adopted Highway
- Area to be dedicated as Highway
- Private Street Lighting column

P08	FP51 adoption area amended	ST	SC	SC	10/07/2025
P07	For Construction	LL	ST	SC	16/06/2025
P06	FP51 eastern adoption limit reduced to edging	SC	ST	RM	28/05/2025
P05	Layout changed following HCC comments	ST	AU	SC	01/04/2025
P04	Updated following HCC comments	ST	AU	SC	24/01/2025
P03	Updated following HCC comments	ST	AU	SC	02/12/2024
P02	Notes amended	ST	AU	SC	11/10/2024
P01	First Issue	ST	AU	SC	05/03/2024
Rev.	Description	Dim	Chk	App	Date

Drawing Status:

FOR CONSTRUCTION

motion
Guildford - Reading - London
www.motion.co.uk

Client:

xlb

Project:

Langstone Park, Havant

Title:

Section 278 Highway Works and Footpath 51 Land Plan

Scale: 1:500 (© A1)

Drawing:

2305047-S278

Revision:

P08

9 Completion of the Works

- 9.1 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 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.

10 Prior to issue of Certificate of Completion

- 10.1 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.

11 Completion of Maintenance Period

- 11.1 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.

12 Payments due

- 12.1 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.

13 General

- 13.1 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.

13.2 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.

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

14 Mortgagee's Consent

14.1 The Mortgagee hereby consents to the Developer entering this Agreement

15 Jurisdiction

15.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of England and Wales

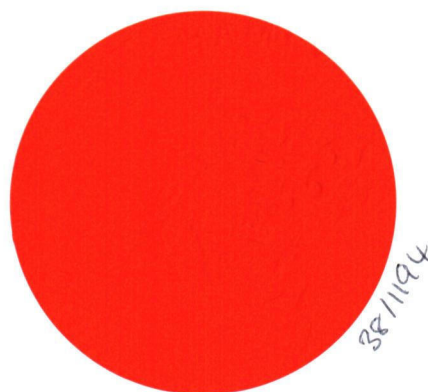
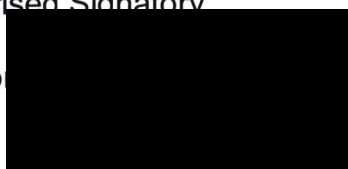
15.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or any document supplemental to it or their subject matter or formation.

This Agreement including any Schedules and Appendices and Drawings has been executed as a Deed by the parties and is delivered and takes effect on the date stated at the beginning of it.

Executed as a Deed by affixing the
Common Seal of **HAMPSHIRE**
COUNTY COUNCIL in the presence of



Authorised Signatory
Name
Position



Executed as a Deed by
Havant S.à.r.l.,
a company incorporated in
Luxembourg acting
by ...
who, in accordance with the laws of that territory,
is acting under the authority of the company

Signature in the name of company

Havant S

Signature

.....
Authorise

DEUTSCHE PFANDBRIEFBANK AG
a company incorporated in the Federal
Republic of Germany, acting by

Deutsche Pfandbriefbank AG
Signature in the name of the

and

being persons who in accordance
with the laws of that territory are acting
under the authority of that company

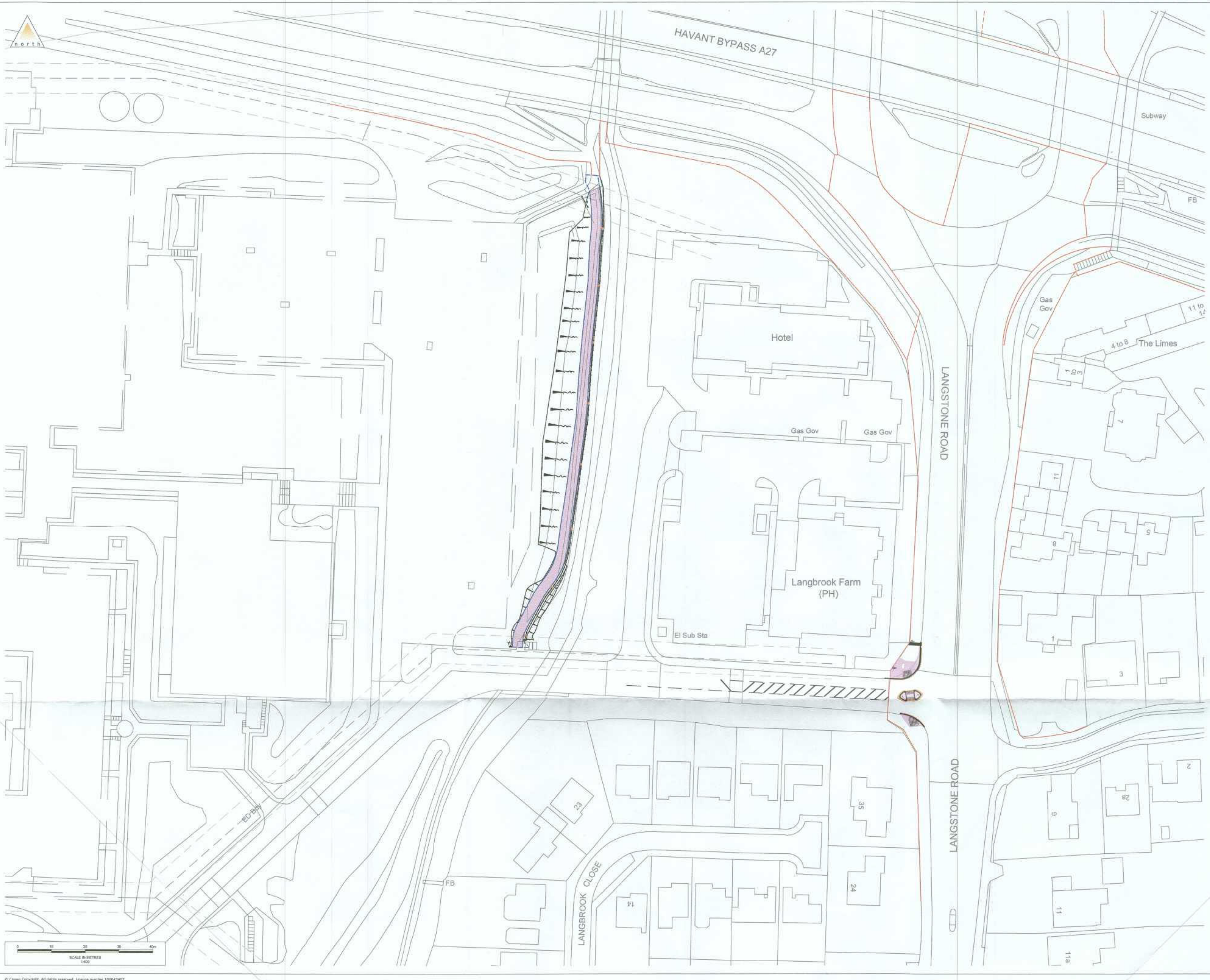
Schedule 1 – The Works

The Works shown on Drawing/s 2305047-0110 Rev P05 and 2305047-S278-0100 Rev G attached hereto shall comprise:

A relocation of the existing pedestrian crossing, the lengthening of the existing pedestrian refuge island, the provision of a new corduroy tactile paving for a shared footway/cycleway and a new sign to provide directions for both pedestrians and cyclists at the junction between Langstone Road and the Langstone Technology Park access.

Widening and resurfacing of Footpath 51 to create a shared footway/cycleway between Langstone Technology Park access road and a point approximately 20 metres south of the A27 underpass, provision of associated direction signage and enabling works. Works edged in blue in drawing 2305047-0110 Rev P05 to be adopted by the County Council.

Together with such ancillary works as may be required by the County Council which ancillary works may include inter alia the provision of 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, Advice or the County Council's Technical Guidance is amended after the date of this Agreement the County Council shall be at liberty to review the Works and require any amendments deemed necessary to ensure that the Works comply with the revised standards and advice.



Notes

1. Do not scale
2. All levels and dimensions are to be checked on site before any work commences. All dimensions are in metres unless stated otherwise.
3. This drawing has been based upon survey information supplied by Greenhatch Group Ltd and Motion cannot guarantee the accuracy of the data provided.
4. Any discrepancies should be reported to the engineer immediately, so that clarification can be sought prior to the commencement of works.
5. This drawing should be read in conjunction with all other relevant engineering details, drawings and specification.
6. All works to be in accordance with the Specification for Highway Works.
7. All works are to be carried out in accordance with Highway Design Guide and Design Manual for Roads and Bridges (DMRB).
8. Refer to Statutory Undertakers records for details of apparatus present within the construction areas. Chambers are to be adjusted where required to match new levels. The main contractor is to coordinate all diversionary works.
9. The contractor is to complete the Section 276 Works within the existing highway boundary. There is no agreement with adjacent landowners for use of their property.
10. On completion the contractor is required to carry out an as-built survey of the completed highway works.

Legend

- Existing Hampshire Highway Boundary
- Existing National Highway Boundary
- Proposed Hampshire Highway Boundary
- New Asphalt Footway to HCC specification (Shared Use)
- Resurface / Regulate Camiageway
- New Private Street Lighting column by others. Refer to Watkins Payne drawing 5490-WPL-XXX-100-DR-EL-54012

FOR CONSTRUCTION

motion
Guildford - Reading - London
www.motion.co.uk

Client: **xl b**

Project: **Langstone Park, Havant**

Title: **Section 276 Highway Works and Footpath 51 General Arrangement - Overview**

Scale: **1:500 (A1)**

Drawing: **2305047-0110**

Revision: **P05**

C:\Users\Sharon\OneDrive\Documents\2305047-0110-001.dwg (General Arrangement - Overview) 23/07/2023

[illegible]

Drawing Status:

FOR CONSTRUCTION



Guildford - Reading - London
www.motion.co.uk

Client:



Project:
Langstone Park, Havant

Title:
**Section 278 Highway Works
General Arrangement**

Scale: 1:100

Drawing:
2305047-S278-0100

G

Schedule 2 – Default Event

A Default Event shall mean any of the following events or occurrences where the Developer is a

1 Corporation:

- 1.1 it has an administrative receiver or receiver appointed over the whole or part of the Developer's assets or suffers the appointment of an administrator; or
- 1.2 any step is taken in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Developer; or
- 1.3 an application is made for an administration order in relation to the Developer; or
- 1.4 an administrator is appointed or documents are filed with the court for the appointment of an administrator or notice is given of an intention to appoint an administrator by the Developer or its directors, or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
- 1.5 a receiver or manager is appointed in relation to any property or income of the Developer; or
- 1.6 a liquidator is appointed in respect of the Developer; or
- 1.7 a voluntary winding-up of the Developer is commenced, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or
- 1.8 a petition is made for a winding-up order for the Developer; or
- 1.9 the Developer is struck-off from the Register of Companies; or
- 1.10 the Developer otherwise ceases to exist.

2 An individual:

- 2.1 the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Developer; or
- 2.2 the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Developer