

DATED 12 June . 2015

HAMPSHIRE COUNTY COUNCIL

- and -

PORTSMOUTH CITY COUNCIL

- and -

HIGHWAYS ENGLAND COMPANY LIMITED

Deed of Agreement for Highway Works at Dunsbury Hill Farm, Park Lane,
Cowplain, Waterloooville
pursuant to (inter alia) S.278 and S.38 Highways Act 1980

HCC Legal File Ref: PT33A/2164/CS
Datix No: 73363

Kevin Gardner LLB, Solicitor
Head of Legal Services
Hampshire County Council
The Castle
Winchester
Hampshire SO23 8UJ

HAMPSHIRE COUNTY COUNCIL
SECTION 278 DEED OF AGREEMENT

Date:

12 June .

2015

PARTIES:

1. **HAMPSHIRE COUNTY COUNCIL** of The Castle Winchester Hampshire
SO23 8UJ ("the County Council")
2. **PORTSMOUTH CITY COUNCIL** of Civic Offices, Guildhall Square,
Portsmouth PO1 2AB ("the Developer"); and,
3. **HIGHWAYS ENGLAND COMPANY LIMITED** /o Company Secretary,
Bridge House, Walnut Tree Close, Guildford, GU1 4LZ, Company Number
09346363 ("the Part Landowner")

WHEREAS

- A. The County Council is the Highway Authority for Hampshire
- B. The Developer is the registered proprietor with title absolute of the Land
registered at Land Registry under Title Number(s) SH28597 and, HP94806
for the benefit of which Land the highway works hereinafter referred to are
carried;
- C. The Part Landowner is the registered proprietor with title absolute of the
Land registered at Land Registry under Title Number(s) HP217474 for the
benefit of which Land the highway works hereinafter referred to are carried;
- D. The Developer is desirous of entering into this Agreement for the purposes of
carrying out of the Works as defined herein and the Developer will meet the
cost of the construction and prior to the adoption of the Works by the County
Council, their maintenance

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

F. 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 those of the Works which fall within public highway 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

NOW THIS DEED OF AGREEMENT WITNESSETH as follows:

Definitions

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

"Adopted Highways Works"		Means those of the Works which relate solely to the Land that is an access roundabout junction on Hulbert Road including the provision of a lay-by Hulbert Road
"Bond"		Means a bond in the sum of £4,083,919.08 ("the Bond Sum"), the tender price of the Works plus the estimated cost of any commuted sums payable in accordance with Clause 7

		hereof in both cases as approved by the County Council together with the cost of any statutory undertakers Works plus 10% thereof
"Bus Gate"		Means the gate prohibiting access and egress by motorised vehicles other than buses the section of the new road on which access by motorised vehicles other than buses will be legally and physically prohibited
"Bus Gate Temporary Works"		Means those works as shown in principle in Drawing PB2348-100-04 D3 at Schedule 1D
"Bus Gate Contribution"		Means the sum of £170,000 to enable the County Council to construct and maintain the Bus Gate as shown in principle by Drawing PB2348-1220-01 D3 at Schedule 1E
"CDM Regulations"		Means the Construction (Design and Management) Regulations 2007
"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
“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
“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
“Guarantee”		Means a guarantee in the form of that at Schedule 3
“Head of Legal Services”		Means the County Council’s Head of Legal Services 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

“Interest Accrued”		Means the interest accrued on any Security Deposit provided to the County Council pursuant to Clause 6 such interest to be calculated at the Bank of England Base Rate minus 0.5%
“Highways Drainage Ponds”		Means the two ponds for the purposes of identification only shown shaded Yellow on Drawing PB2348-P-06 annexed at Schedule 1A and referred to in clause 5.7
“Land”		Means the land for the purposes of identification only shown edged red on Drawing PB2348-P-06 D1 annexed at Schedule 1A 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 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
“Orange Land”		Means that part of the Land shown coloured orange on the drawings numbered PB2348-P-08-D1, PB2348-P-09-D1, PB2348-P-10-D1, PB2348-P-11-D1 attached to this Agreement at Schedule 1B such land to be dedicated pursuant to Clause 5.6
“Planning Permission”		Means the planning permission reference APP12/00338 granted on 19/02/2014 by Havant Borough Council for the development of the Land requiring the Works
“Programme”		Means the programme for execution

		of the Works agreed in writing by the County Council pursuant to Schedule 2 paragraph 1.1
"Security Deposit"		Means the sum of £213,267.14 being a proportion of the cost of the Adopted Highway Works to be used by the County Council in accordance with Clause 6A
"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 supplements or practice notes issued by the County Council including the practice note "Offsite Highway Works carried out by the Developer on behalf of the Highway Authority" all as in force at the date of commencement of the Works
"TRO"		Means a Traffic Regulation Order (as that term is defined by the Road Traffic Regulation Act 1984) having

		the effect of prohibiting driving through the Bus Gate
“TRO funding”		Means the amount of £5000 towards the making, implementation, and signs for the TRO
“TSO”		Means The Stationery Office Limited (030496649) 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 at Schedule 2 hereto, and on the drawings numbered PB2348-100-01, PB2348-100-02, PB2348-100-03, PB2348-100-04 at Schedule 1C
“Yellow Land”		Means that part of the Land shown edged and hatched yellow on Drawing number PB2348-P-06 attached to this Agreement at Schedule 1A such land to be subject

2. 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, 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 Legal Services or to such addressee as the County Council may from time to time stipulate

Developer's Covenants

5. The Developer hereby covenants with the County Council and Part Landowner 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 2 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 and Part Landowner in respect of all actions claims demands 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 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 1.10 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 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 such of the Orange Land as lies within its ownership as public highway such dedication to take effect from issue of the Certificate of Completion PROVIDED THAT on a 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

5.7. **Highway Drainage Ponds
Easement**

5.7.1. That the Developer hereby grants to the County Council with effect from the date of Completion the right in fee simple to enter upon the Yellow Land at all times with or without vehicles materials plant machinery and contractors for any emergency works that maybe required from time to time to the Yellow Land and the County Council shall recharge the Developer the reasonable costs for these works PROVIDED THAT should it be necessary for the County Council to execute or complete the Works in accordance with Clause 10.1 the right granted to the County Council pursuant to this Clause 5.7 together with the right to install any part of the Works referred to in Schedule 2 shall take effect from the date the County Council commences completion of the Works

Maintenance

5.7.2. That the Developer maintains the Highway Drainage Ponds at all times and shall carry out any works to the Highways Drainage Ponds upon 28 days Notice by the County Council

Inspections

5.7.3. That the Developer shall visually inspect the Highways Drainage Ponds annually from the date of this Deed ('the Inspection')

5.7.4. That the Developer shall keep a dated timed and signed record ('the Record') of the condition of vegetation within the Highway Drainage Ponds and any structures thereon after every Inspection and any defect shall be photographed and duly recorded within the Record

5.7.5. That the Developer shall provide a copy of the Record to the County Council within 28 days of every Inspection

TR0

5.8. That it provides the TR0 funding prior to commencement of the Works

Part Landowner Covenants

Dedication

5.9 That the Part Landowner hereby dedicates such of the Orange Land as lies within its ownership public highway such dedication to take effect from issue of the Certificate of Completion PROVIDED THAT on a 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. The Developer indemnifies the Part Landowner in respect of any costs, losses, or damages accruing to it in consequence of the County Council entering upon the Orange Land to complete the Works

Security

6. The Developer shall not commence the Works until it has paid to the County Council the Security Deposit, or (where the Orange Land has been disposed of to a third party) provide a Bond by a surety acceptable to the Head of Legal Services

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 Legal Services may certify to be necessary to fully reimburse the County Council in respect of any reasonable 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% 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

Security Deposit

6A. The County Council shall hold the Security Deposit on an interest bearing account and may use the Security Deposit where the Developer fails at any time to carry out or observe any of the terms conditions and stipulations on its part contained within this Agreement relating to the Adopted Highway Works in the sum that which may be certified by the County Council to be required in order to

complete the Adopted Highway Works or reinstate the highway or complete such alternative works as the County Council considers appropriate and remedy any defects and the cost of any other sums due under the terms of this Agreement and such further sum as the Head of Legal Services may certify to be necessary to fully reimburse the County Council in respect of any reasonable 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 Maintenance the Security Deposit together with any Interest Accrued shall be repaid to the Developer

Guarantee

6B The Developer and the County Council shall enter into and execute the Guarantee on the date of this Agreement

Payments

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 whole of the reasonable costs incurred by the Head of Legal Services and the Director of Economy Transport and Environment in the preparation of this Deed

Prior to commencement of the Works

7.2. On demand and in any event prior to commencement of the Works 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 1 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 the Works and further shall pay any balance of the whole of the County Council's reasonable costs incurred in inspecting the Works such balance being due within 14 days following receipt of an invoice from the County Council

- 7.4. Prior to commencement of the Works the full cost to the County Council of any road traffic orders required to facilitate the Works

- 7.5. Prior to commencement of the Works the full cost to the County Council of any permanent traffic regulation orders or road hump notices necessary for the implementation of this Agreement

Prior to issue of Certificate of Completion

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

- 7.6.1. 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

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

7.6.3. illuminated signs (if any) a commuted sum equal to the one off replacement cost

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

7.6.5. street furniture (if any) a commuted sum equal to the one off replacement cost

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

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

6.5.7.1 in respect of shrub planting £40 per square metre

6.5.7.2 in respect of any new trees £400 per tree

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

7.6.8. highway structures (including culverts over 900mm diameter head walls and retaining walls) (if any) the sum of 20% of the works cost of the construction of those works

7.6.9. traffic signal installations (including controlled pedestrian crossings and any CCTV variable message signs traffic travel and bus passenger information systems)(if any) the sum of 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]

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

7.6.11. Water attenuation systems Sustainable Drainage Systems (SUDS) and any other drainage systems other than those referred to in Clauses 6.8.3 and 6.8.4 above (if any) a commuted sum equal to eight times the annualised cost of operations which is reasonably agreed between the County Council and the Developer, such being the average cost on likely operations over 25 years of such systems being solely for the disposal of highway water

7.7. On demand and in any event prior to the issue of the Certificate of Completion the reasonable costs of all design checks and inspections together with any reasonable accrual payment incurred or to be incurred at the time of adoption by the County Council in respect of the Works pursuant to the South Coast Street Lighting Private Finance Initiative

7.8. Prior to the issue of the Certificate of Completion any sums due pursuant to Schedule 2 paragraph 14

7.9. Bus Gate

7.9.1. Prior to the issue of the Certificate of Completion the Bus Gate Temporary Works shall be completed to the reasonable satisfaction of the County Council

7.9.2. Prior to the issue of the Certificate of Completion the Bus Gate Contribution shall be paid to the County Council together with a sum in respect of the TRO funding

County Council's Covenants

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

8.2. That in respect of that part of the Works which fall within the public highway it hereby authorises the Developer's contractor appointed in to deliver the Works approved by the County Council in accordance with Schedule 2

paragraph 7.2 to carry out the Works subject to and strictly in accordance with the terms conditions and stipulations in Schedule 2B

- 8.3. That upon completion of the Works to the satisfaction of the County Council the County Council will issue a Certificate of Completion and as from the date of the Certificate of Completion that part of the Works which 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 5.5 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 which are notified to the Developer have been made good to a reasonable standard and all sums due under this Agreement have been paid the County Council shall 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 materially adversely effected by heavy or other construction vehicles driven by or on behalf of the Owner 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

9. It is further agreed between the parties that:

- 9.2. In accordance with Regulation 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 5(1)(b) 10(1) 15 and 17 of the CDM Regulations insofar as those duties relate to health and safety information in the County Council's possession as a Highway Authority, as that term is defined by the Highways Act 1980

9. If the estimated value of the contract for that part of the Works falling within the public highway equals or exceeds the threshold identified in Regulation 8 (2) of the Public Contracts Regulations 2006 then the Developer shall ensure the contractor for the County Council shall in appointing an economic operator to carry out the Works comply with the Public Contracts Regulations 2006

County Council Step In

10.1 Subject to 10.2 below 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 acting reasonably may having first provided written notification to the Developer including a description of those of elements the Works which have not been completed 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 as certified by the County Council

- 10.2 The Developer by written notice may inform the County Council of any delay to the delivery of the Works and the Obligations shall be read

accordingly AND where following a written notification by the County Council the Developer disagrees that the Works specified therein are due then the Developer may invoke clause 11, below

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 Institute of Chartered Surveyors and the Expert's decision shall be final and binding on the parties hereto and whose costs (including the reimbursement 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 County Council or the Developer in this Agreement

Miscellaneous

14. The Owner 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
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 thereunder

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

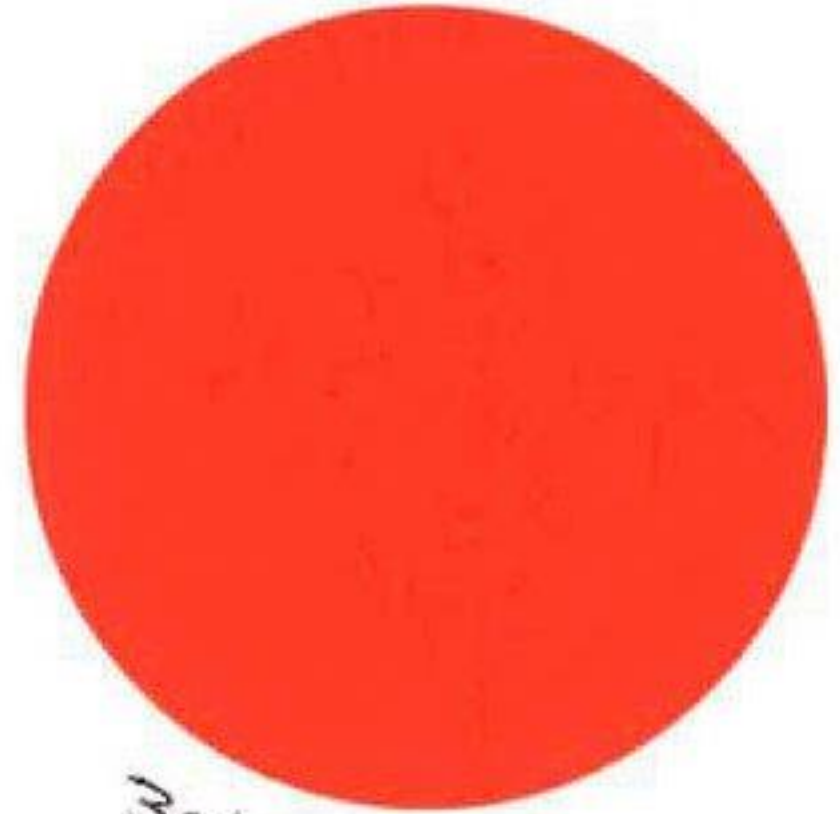
19. This Agreement shall be registered as a Local Land Charge

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

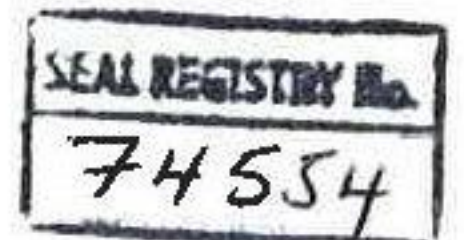


36/5566

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

[Redacted]

Authorised Signatory



Highways
(England)
Company
Ltd

EXECUTED as a DEED by affixing the)
COMMON SEAL of ~~SECRETARY OF~~)
~~STATE FOR TRANSPORT~~)
:-)

[Redacted]

Authorised Signatory

[Redacted]



2015/479

SCHEDULE 1A

SCHEDULE 1B

PB2348-P-08

DO NOT SCALE



NOTES

1. Do not scale from this drawing. All dimensions are in metric unless stated otherwise.
2. All boundary markers shown should be confirmed on the ground. Do not rely on this drawing.

KEY

- NEW NON-ADJUSTABLE WATERWAY AREA WITH WATERWAY BOUNDARY
- NEW ADJUSTABLE WATERWAY AREA WITH WATERWAY BOUNDARY
- EXISTING NON-ADJUSTABLE WATERWAY WITH BOUNDARY

REV	DATE	DESCRIPTION	BY	CHKD	APPD
1	01/11/15	ISSUED FOR TENDERS	ST	DM	MT

VolkerFitzpatrick



DUNSBURY HILL FARM

LAND PLAN
SHEET 1 OF 4

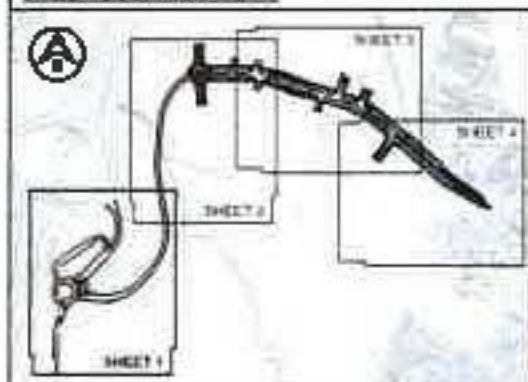
Royal HaskoningDHV
Enhancing Society Together

DATE	NAME	DESIGNED	CHKD	APPD	REV
01/11/15	ST	DM	MT		

PB2348-P-08

D1

SHEET LOCATION PLAN



THIS DRAWING HAS BEEN PREPARED USING DATA SUPPLIED BY THE CLIENT. THE CLIENT ACCEPTS RESPONSIBILITY FOR THE ACCURACY OF THE DATA. THE DRAWING IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF VOLKERFITZPATRICK.

THIS DRAWING HAS BEEN PREPARED USING DATA SUPPLIED BY THE CLIENT. THE CLIENT ACCEPTS RESPONSIBILITY FOR THE ACCURACY OF THE DATA. THE DRAWING IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF VOLKERFITZPATRICK.

SEAL REGISTRY NO.
74554

2015/11/15

3615586

DRAWING NO. PB2348-P-09

DO NOT SCALE



SHEET 2
SHEET 1

SHEET 2
SHEET 1



NOTES

1. Derived single topographic plan. All contours are in meters unless stated otherwise.
2. All levels are in meters relative to sea-level (OSD). Height of ground is based on contour.

KEY

- NEW 15M ADAPTABLE HIGHWAY AREA WITH NEW HIGHWAY BOUNDARY
- NEW 15M ADAPTABLE HIGHWAY AREA WITH NEW HIGHWAY BOUNDARY
- EXISTING ADAPTABLE HIGHWAY WITH BOUNDARY

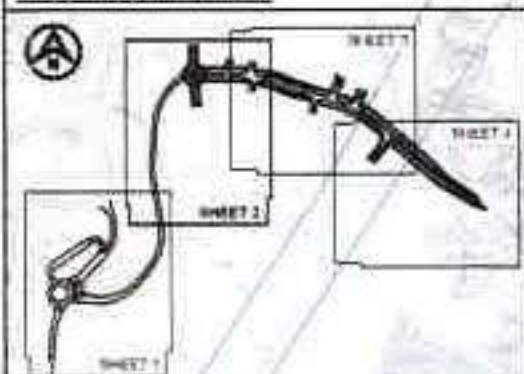
2018/19

SEAL REGISTRY No.
74 554

SHEET 2
SHEET 3

SHEET 2
SHEET 3

SHEET LOCATION PLAN



1. REPRODUCED FROM CREANCE SURVEY MAPS WITH PERMISSION FROM THE CONTROLLER OF HM STATIONERY OFFICE. CROWN COPYRIGHT RESERVED (LICENCE No. 1000171111)

THIS DRAWING HAS BEEN BASED UPON SURVEY DATA SUPPLIED BY THE LANDLORD (SHEET 1) AND THE LANDLORD CAN NOT GUARANTEE THE ACCURACY OF DATA.

VolkerFitzpatrick



DUNSBURY HILL FARM

LAND PLAN
SHEET 2 OF 4

Royal HaskoningDHV
Enhancing Society Together

DATE	BY	APPROVED	DATE
2018/19	WJL/AF/AL	WJL/AF/AL	2018/19
2018/19	WJL/AF/AL	WJL/AF/AL	2018/19

PB2348-P-09

D1

PB2348-P-10

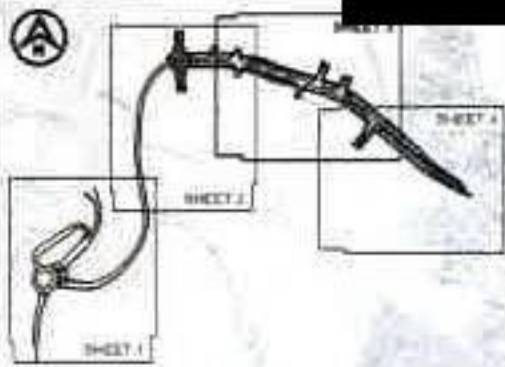
DO NOT SCALE



SHEET 2
SHEET 3

SHEET 2
SHEET 3

SHEET LOCATION PLAN



REPRODUCED FROM AIRBORNE SURVEY MAPS WITH PERMISSION
FROM THE CONTROLLER OF AIR SURVEILLANCE SERVICE. CROWN
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THIS DRAWING HAS BEEN BARRED WITH EVIDENT INFORMATION
SUPPLIED BY NEARBY (MTH) LTD. AND ROYAL HASKONINGDHV
CAN NOT GUARANTEE THE ACCURACY OF DATA.



NOTES

1. Do not scale from this drawing. All dimensions are in metres unless
stated otherwise.
2. All lands are in various release or unrelease areas. Release areas are
shaded.

KEY

- KEY ISM ACCEPTABLE / HIGHWAY AREA WITH
NEW HIGHWAY BOUNDARY
- NEW SPIN ACCEPTABLE / HIGHWAY AREA
WITH NEW HIGHWAY BOUNDARY
- EXISTING ACCEPTABLE / HIGHWAY WITH
BOUNDARY

REV	DATE	DESCRIPTION	BY	CHK	APP
1	15/05/2014	ISSUED FOR TENDERS			

NO. 10001726

VolkerFitzpatrick



DUNSBURY HILL FARM

LAND PLAN
SHEET 3 OF 4

Royal HaskoningDHV
Enhancing Society Together

DATE	BY	REVISION	DATE	APPROVED	DATE
15/05/2014	1	ISSUED FOR TENDERS			

PB2348-P-10 D1



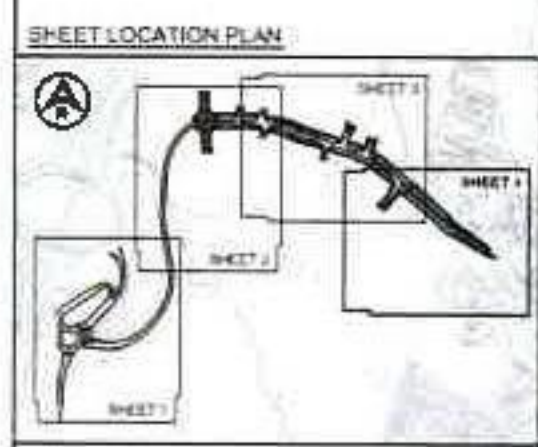
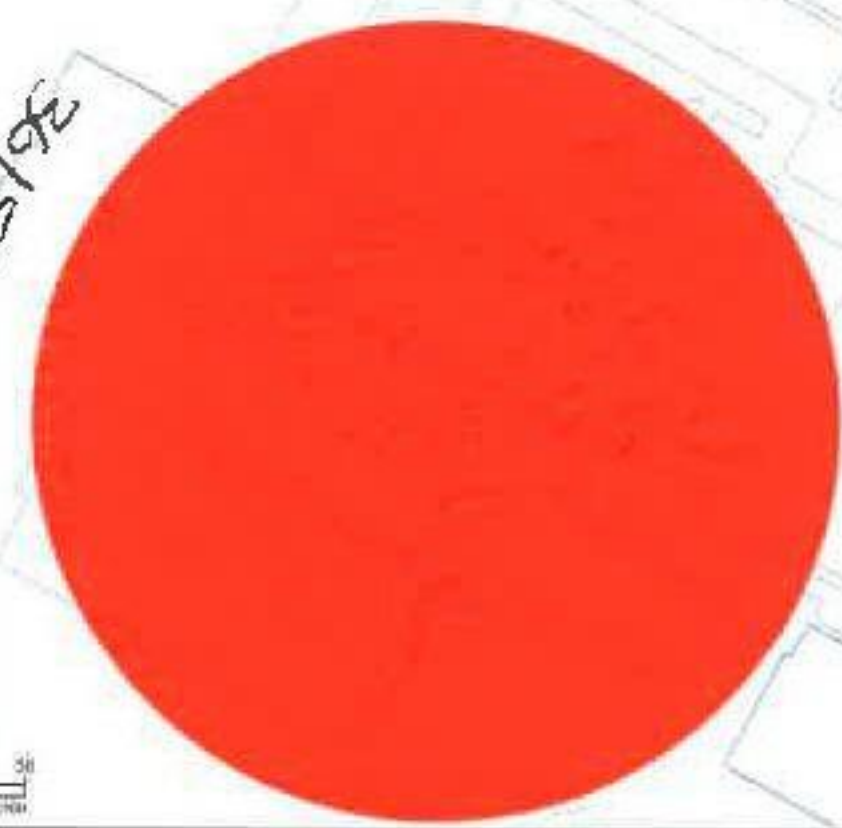
2015/1479

Pen

SEAL REGISTRY No.
74554

J. Kirtley

36/5526



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THIS DRAWING HAS BEEN PREPARED USING DATA SUPPLIED BY THE LAND REGISTRY. THE LAND REGISTRY DOES NOT GUARANTEE THE ACCURACY OF DATA.

0 5 10 20 30 METRES SCALE 1:1000

SHEET 3
SHEET 4

SHEET 3
SHEET 4

NOTES

1. All land is shown as being in the hands of the Crown unless otherwise stated.
2. All land is shown as being in the hands of the Crown unless otherwise stated.
3. All land is shown as being in the hands of the Crown unless otherwise stated.

KEY

- 1. LAND IN THE HANDS OF THE CROWN
- 2. LAND IN THE HANDS OF THE CROWN
- 3. LAND IN THE HANDS OF THE CROWN

DATE	DESCRIPTION	BY	DATE
10/10/2011	10/10/2011	10/10/2011	10/10/2011



DUNSBURY HILL FARM

LAND PLAN
SHEET 4 OF 4

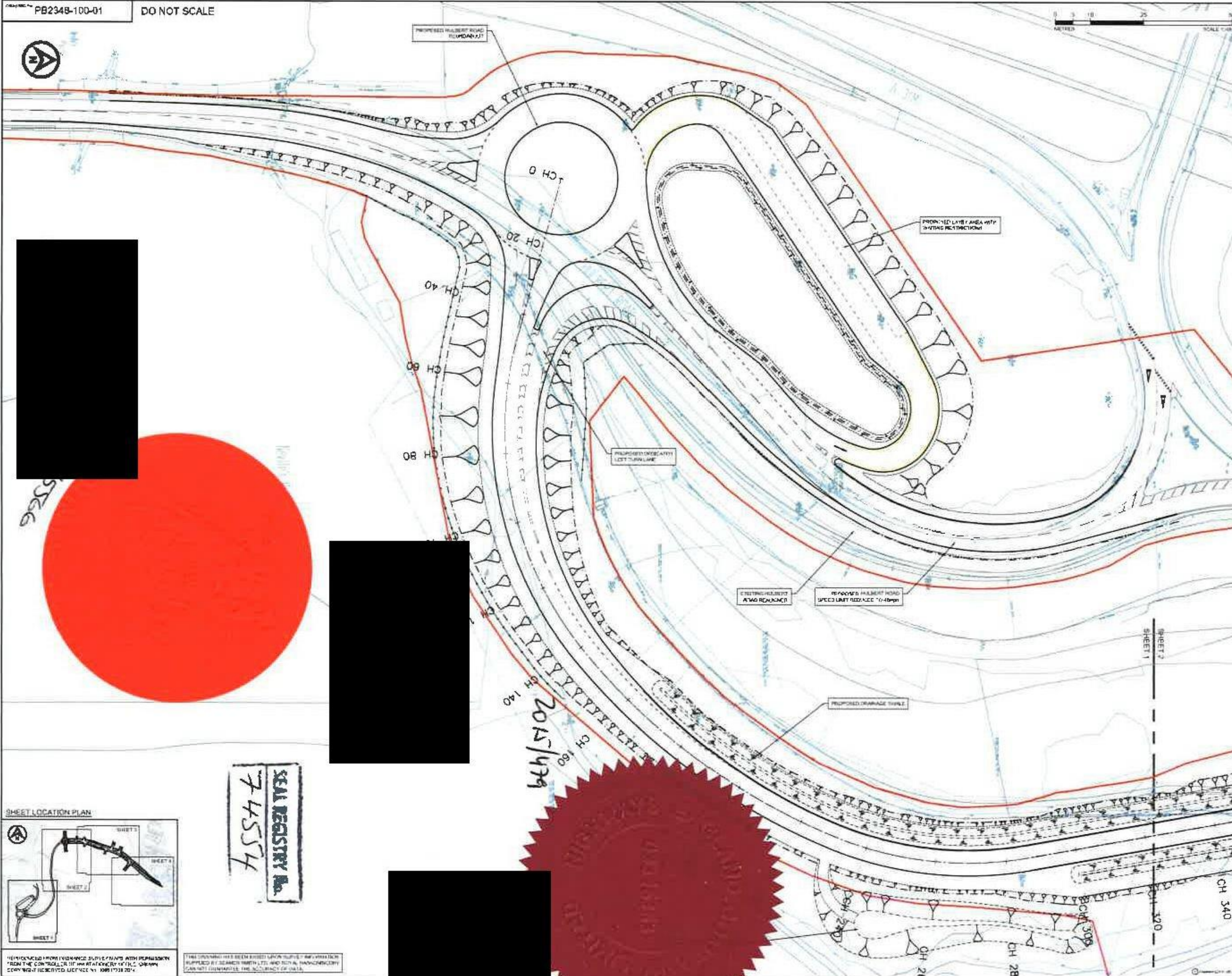


SCHEDULE IC



- NOTES**
- Do not scale from this drawing. All dimensions are in metres unless stated otherwise.
 - All levels are in metres above sea level (AOD) unless stated otherwise.

- KEY**
- Proposed Highway
 - Proposed Drainage Ditch
 - Proposed Earth Retention Slope



NO.	REV.	DESCRIPTION	DATE	BY	CHKD.
1	1	ISSUED FOR TENDER	10/10/2014	...	...

VolkerFitzpatrick

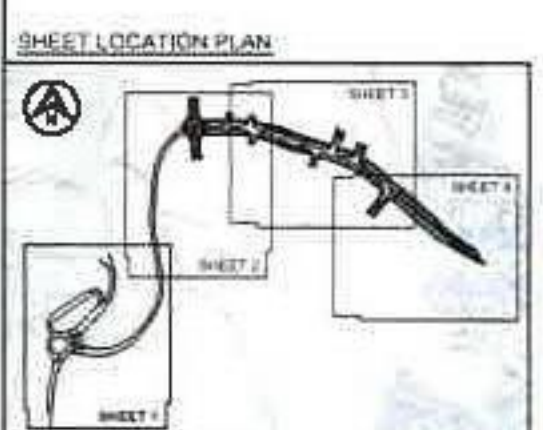


**DUNSBURY HILL FARM
ADOPTABLE HIGHWAY WORKS**

**GENERAL ARRANGEMENT
SHEET 1 OF 4**



DATE	BY	CHKD.	DATE	BY	CHKD.
10/10/2014	...	...	10/10/2014	...	...



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SEAL REGISTRY No. 74554



DO NOT SCALE



SHEET 1

SHEET 2

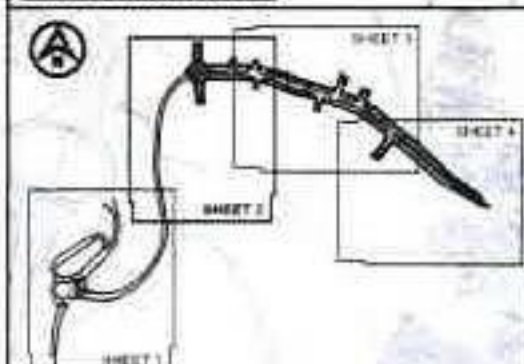
SHEET 1

SHEET 2

REAL ESTATE No. 74554

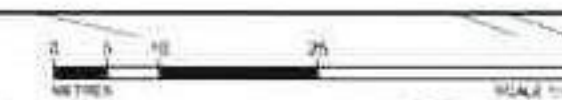
36/5566

SHEET LOCATION PLAN



REPRODUCED FROM CRIMINAL JUSTICE ACT WITH PERMISSION
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NOTES

- On all slides from this drawing, all dimensions are in millimeters unless noted otherwise.
- All levels are in various relation to Chitrakoot Dabur Reservoir unless specified otherwise.

KEY

-  INFILL ADJUNCTION
 LIMIT OF ADJUNCTION
 PROPOSED DRAINAGE SWALE
 PROPOSED BERM / DRAINAGE SLOPE

2015/479

ST	WHL	Final Score	74	76	150
ST	QNT	Score	87	94	181

DOI: 10.1002/for

— 10 —



The housewife

DUNSBURY HILL FARM ADOPTABLE HIGHWAY WORKS

1711	
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GENERAL ARRANGEMENT

SHEET 2 OF 4

Downloaded from <http://ajph.org/> on June 11, 2015

Royal
HaskoningDHV

Enhancing Society Together		
ISSUE	CONFLICT	ADJUSTMENT

DATE	TIME	LOCATION	OFFICER
0000	0000	0000	0000

PB2348-100-02

Drawing No: PB2348-100-04

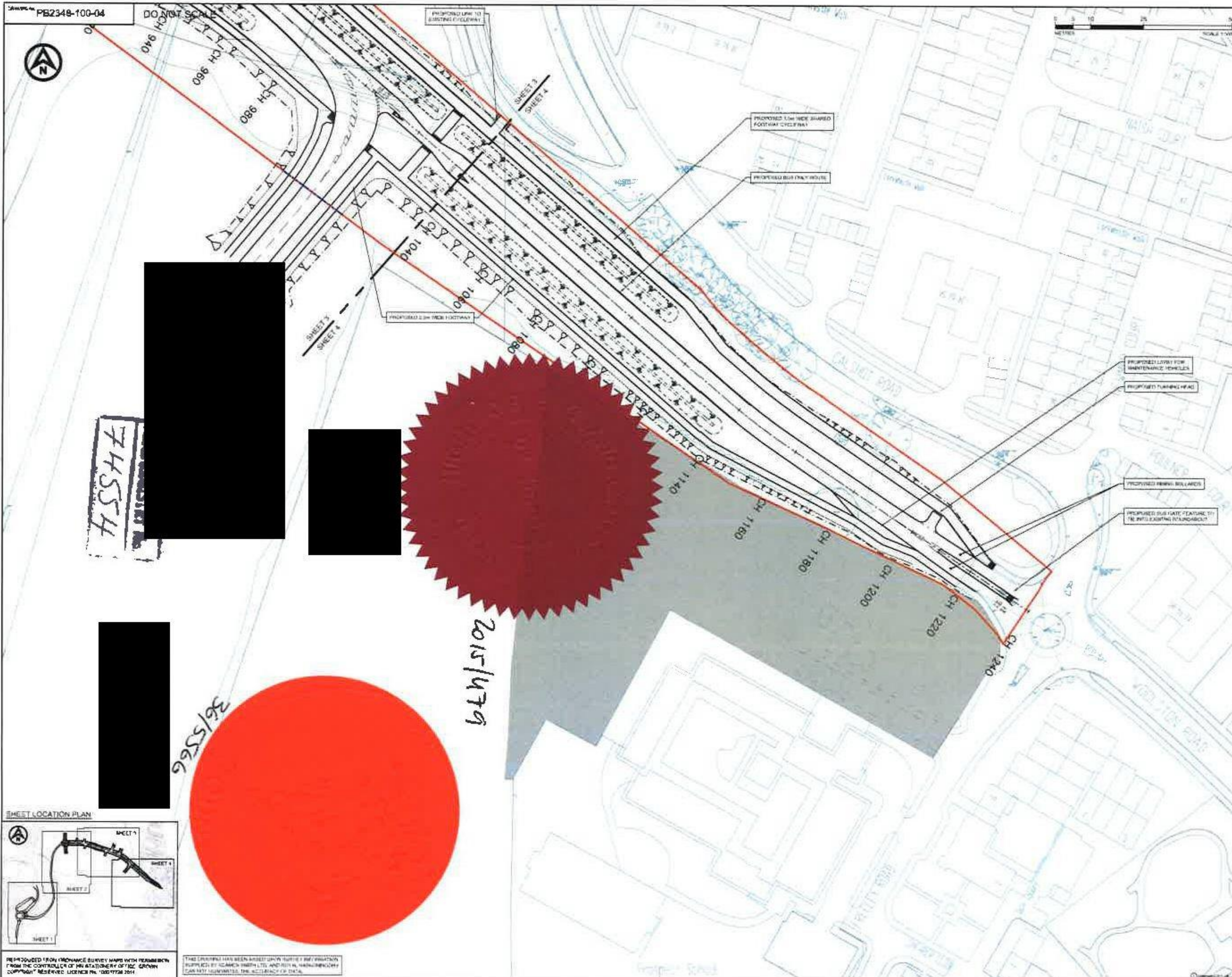
DO NOT SCALE



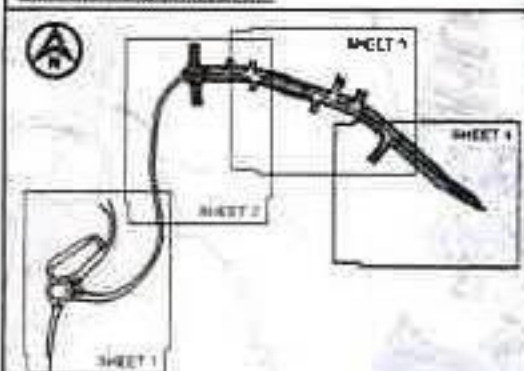
- NOTES**
1. Do not scale from this drawing. All dimensions are in metres unless stated otherwise.
 2. All levels are in metres relative to Ordnance Datum Mean Sea Level unless stated otherwise.

KEY

- SERVICE BOUNDARY
- LIMIT OF ADAPTATION
- PROPOSED DRAINAGE SWALE
- PROPOSED LANDSCAPING & GRS



SHEET LOCATION PLAN



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DR	10.1.1	Final Issue	1/1	10.1.1	10.1.1
REV	DATE	DESCRIPTION	BY	CHK	APP

10.1.1

VolkerFitzpatrick



**DUNSBUY HILL FARM
ADOPTABLE HIGHWAY WORKS**

**GENERAL ARRANGEMENT
SHEET 4 OF 4**

Royal HaskoningDHV
Enhancing Society Together

DESIGNED	10.1.1	10.1.1	10.1.1	10.1.1
CHECKED	10.1.1	10.1.1	10.1.1	10.1.1
APPROVED	10.1.1	10.1.1	10.1.1	10.1.1

PB2348-100-04 D1

SCHEDULE 1D

SCHEDULE 1E



NOTES

- Do not scale from this drawing. All dimensions are in metres unless noted otherwise.
- All levels are in metres relative to Ordnance Datum (mean high water spring).
- Refer to Appendix 12/1 for Agreement (Planning) Details.
- Layout of bus lane, dimensions and are noted as ATD Access (ATD) Automatic (Automatic) dimensions and are indicated. Final layout and dimensions are to be confirmed and supplied by ATD (ATD) in place. All dimensions are to be confirmed and supplied by ATD (ATD) in place.
- Refer to Appendix 12/1 for Agreement (Planning) Details.

KEY

- Single class UPVC duct - 100mm x 100mm
- Cross-section
- 100mm x 100mm UPVC duct - 100mm x 100mm
- 100mm x 100mm UPVC duct - 100mm x 100mm
- 100mm x 100mm UPVC duct - 100mm x 100mm
- 100mm x 100mm UPVC duct - 100mm x 100mm

NOT FOR CONSTRUCTION

DRAFT

REV	DATE	DESCRIPTION	BY	CHKD	APPD
001	12/11/2014	Issue for construction	12/11/2014	12/11/2014	12/11/2014
002	12/11/2014	Issue for construction	12/11/2014	12/11/2014	12/11/2014
003	12/11/2014	Issue for construction	12/11/2014	12/11/2014	12/11/2014
004	12/11/2014	Issue for construction	12/11/2014	12/11/2014	12/11/2014
005	12/11/2014	Issue for construction	12/11/2014	12/11/2014	12/11/2014
006	12/11/2014	Issue for construction	12/11/2014	12/11/2014	12/11/2014
007	12/11/2014	Issue for construction	12/11/2014	12/11/2014	12/11/2014
008	12/11/2014	Issue for construction	12/11/2014	12/11/2014	12/11/2014
009	12/11/2014	Issue for construction	12/11/2014	12/11/2014	12/11/2014
010	12/11/2014	Issue for construction	12/11/2014	12/11/2014	12/11/2014

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**DUNSBUY HILL FARM
ADOPTABLE HIGHWAY WORKS**

PROPOSED BUS GATE DETAILS



REV	DATE	DESCRIPTION	BY	CHKD	APPD
001	12/11/2014	Issue for construction	12/11/2014	12/11/2014	12/11/2014
002	12/11/2014	Issue for construction	12/11/2014	12/11/2014	12/11/2014
003	12/11/2014	Issue for construction	12/11/2014	12/11/2014	12/11/2014
004	12/11/2014	Issue for construction	12/11/2014	12/11/2014	12/11/2014
005	12/11/2014	Issue for construction	12/11/2014	12/11/2014	12/11/2014
006	12/11/2014	Issue for construction	12/11/2014	12/11/2014	12/11/2014
007	12/11/2014	Issue for construction	12/11/2014	12/11/2014	12/11/2014
008	12/11/2014	Issue for construction	12/11/2014	12/11/2014	12/11/2014
009	12/11/2014	Issue for construction	12/11/2014	12/11/2014	12/11/2014
010	12/11/2014	Issue for construction	12/11/2014	12/11/2014	12/11/2014

PB2348-1220-01

D3

SCHEDULE 2A

The Works referred to in Recital 4 of this Agreement and shown in principle on Drawings PB2348-100-01, PB2348-100-02, PB2348-100-03, PB2348-100-04, at Schedule 1C above, shall comprise the provision of:-

1. Access roundabout junction on Hulbert Road including the provision of a lay-by on Hulbert Road
2. New link road though the Development between Hulbert Road and Woolston Road including a new internal access roundabout and the construction of a bus gate at the eastern end of the Link Road Corridor

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 2B paragraph 11 hereof the County Council shall not seek any amendments to the Works

SCHEDULE 2B

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 (such approval not to be unreasonably delayed or withheld)
 - 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 (such approval not to be unreasonably delayed or withheld)
 - 1.4. Where the estimated value of the contract for the works equals or exceeds the threshold identified in Regulation 8 (2) of the Public Contracts Regulations 2006 tenders have been invited in open competition and in compliance with the Public Contract Regulations 2006 and copies of the OJEU notices and a report confirming the appointment of the economic operator has been submitted to the County Council
 - 1.5. Any necessary licences have been obtained and notices given pursuant to the New Roads and Street Works Act 1991

- 1.6. Where in accordance with Regulation 2(3) of the CDM Regulations the Works are notifiable the Developer as the only client has provided to the County Council:-
 - 1.6.1. written details of the CDM co-ordinator and the principal contractor
 - 1.6.2. a copy of the Notification of Project (form HSE10) to the HSE pursuant to Regulation 21 of the CDM Regulations
 - 1.6.3. confirmation that a construction phase plan has been provided to the CDM co-ordinator and the CDM co-ordinator has advised that such plan is suitable for the Works
- 1.7. Paid all sums due prior to commencement of the Works pursuant to Clause 7
- 1.8. The original insurance policy and receipts referred to in Clause 5.3 or copies thereof certified by a solicitor have been produced
- 1.9. 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
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 BD2/05 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 at least 3 months prior to the commencement of the Works of its intention to proceed with the Works

3.2. 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 concrete 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 proposed arrangements shall be approved in writing by the County Council before the Works commence

Subject to Clause 10.1 the Works shall and subject to any changes notified under Clause 10.3 of the Agreement be carried out in accordance with the Specification and the Programme

6. The Works shall be carried out:

6.1. Unless agreed otherwise by the County Council under the terms of a construction contract incorporating the third edition of the Conditions of Contract approved by the Institution of Civil Engineers and commonly known as the NEC3 Suite of Contract approved by the County Council in accordance with paragraph 1.3 of this Schedule 2B; and

By a roadworks contractor approved by the County Council whose approval shall not be unreasonably withheld or delayed; and

6.2. Under the direction of a Chartered Engineer employed by the Developer who shall be (unless agreed otherwise by the County Council) a civil engineer and in all cases a suitable and appropriately qualified person under the approved construction contract and approved by the County Council and who shall be independent of the roadworks contractor

6.3. 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

7. 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

8. 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

9. 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

10. The Developer shall as soon as is reasonably practicable replace or repair any materials plant or workmanship which have been found not in accordance with the detailed drawings and the Specification with such as are in accordance thereof

11. 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

12. 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
13. Where its consent is required 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 (such approval not to be unreasonably delayed or withheld)
14. 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
15. The Developer shall provide the County Council with the following
 - 15.1. Prior to issue of the Certificate of Completion
 - 15.1.1. CCTV Drain Survey together with details of gully manhole and catchpit locations in an agreed GPS format; and
 - 15.1.2. 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
 - 15.1.3. written confirmation from the Developer that the street lighting apparatus complies with the 'Accrual Required Standards' issued by the County Council pursuant to the South Coast Street Lighting Private Finance Initiative contract

15.2. Within 3 months of issue of the Certificate of Completion

15.2.1. in respect of highway structures a maintenance manual to include suitable scale electronic data sets and paper sets of “as built” drawings soil reports records of materials tested Health and Safety file and revised forms AIP and associated certificates

15.2.2. Health and Safety files

15.2.3. 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 on paper as set of “as built drawings”

15.2.4. 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

15.2.5. records of the sources of supply of all other manufactured materials (eg. drainage goods fencing materials traffic signs electrical components and cables etc)

SCHEDULE 3

DATED

2015

PORTSMOUTH CITY COUNCIL

-and-

HAMPSHIRE COUNTY COUNCIL

PERFORMANCE GUARANTEE

in relation to development of Land at
Dunsbury Hill Farm, Park Lane, Cowplain, Waterlooville

HCC Legal File Ref: PT33A/2164/CS
Datix No: 73363

Kevin Gardner LLB, Solicitor
Head of Legal Services
Hampshire County Council
The Castle
Winchester
Hampshire SO23 8UJ

THIS AGREEMENT is made the day of 2015
BETWEEN:

- (1) PORTSMOUTH CITY COUNCIL OF CIVIC OFFICES, GUILDHALL
SQUARE, PORTSMOUTH PO1 2PX ("the Guarantor")
- (2) HAMPSHIRE COUNTY COUNCIL of The Castle Winchester Hampshire
SO23 8UJ ("the County Council")

WHEREAS

1. This agreement is supplemental to an agreement made pursuant to Section 278 Highways Act 1980 ("the s.278 agreement), of even date and made between (1) the County Council and (2) the Guarantor by which the Guarantor has covenanted to undertake certain highway works ("the Works") as defined and set out in Schedule 2 of the s.278 agreement
2. By the provisions of the s.278 Agreement the Guarantor contracted to provide a Guarantee to secure its/their obligations under the terms of the Agreement in respect of carrying out the Works and the Guarantor now intends to discharge such obligation
3. The Guarantor has agreed to guarantee the due performance of the Works

NOW THIS DEED WITNESSETH as follows:

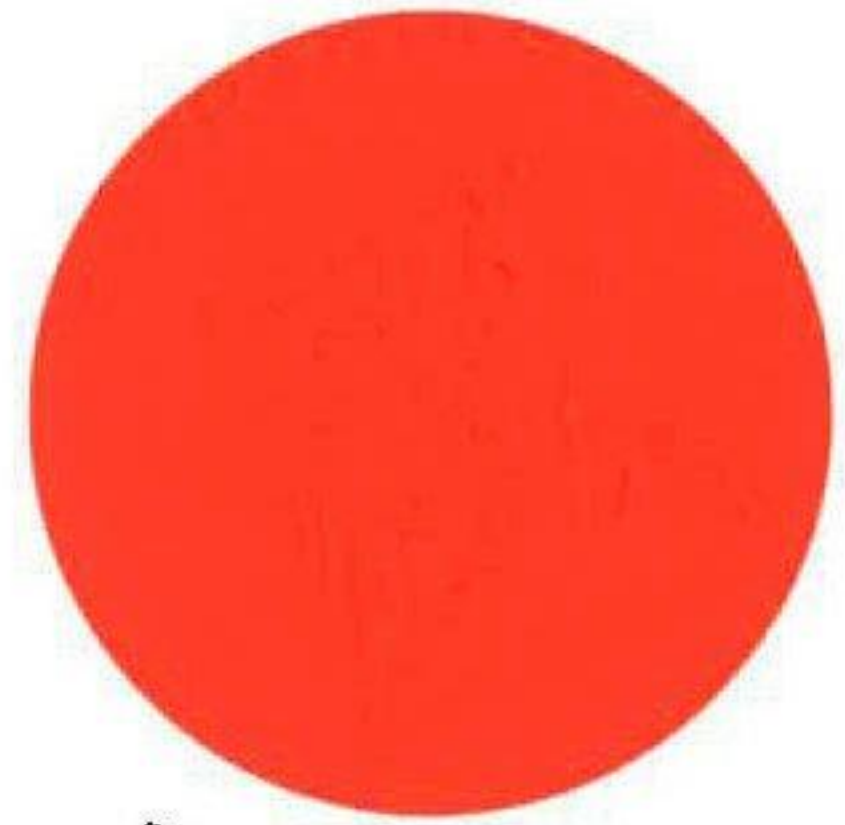
1. If the Guarantor (unless relieved from the performance by statute or by the decision of a tribunal of competent jurisdiction or by agreement with the County Council in any respect fails to execute the Works or commits any breach of its obligations under the s.278 Agreement, the Guarantor will indemnify the County Council against all losses, damages, costs and expenses that may be incurred by the County Council by reason of any default on the part of the Guarantor in

performing and observing the obligations and conditions of the s.278 Agreement
and provisions on its part contained in the s.278 Agreement.

IN WITNESS whereof the County Council and the Guarantor have executed this
document as a Deed delivered the day and the year first before written

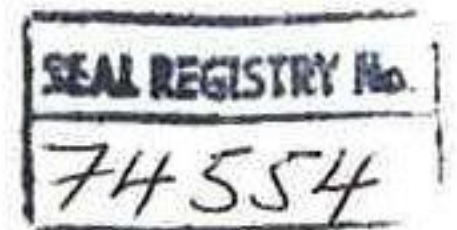
EXECUTED as a DEED by affixing the)
COMMON SEAL of HAMPSHIRE)
COUNTY COUNCIL in the presence of:-)

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36/5566

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



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