

DATED 5th April

2016

HAMPSHIRE COUNTY COUNCIL

- and -

BDW TRADING LIMITED

Licence Agreement for Highway Works at Hallet Road Havant
Pursuant to (inter alia) S.278 Highways Act 1980

HCC Legal File Ref: 104135/CHJ

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

I hereby certify that this is a
true copy:



Governance and Monitoring

DEVELOPER/NO DEDICATION

DATED 5th DAY OF April 2016

SECTION 278 LICENCE AGREEMENT

Hampshire County Council of The Castle Winchester SO23 8UJ ("the County Council") and BDW Trading Limited (Company Registration Number 03018173) whose registered address is situated at Barratt House Cartwright Way Forest Business Park Bordon Hill Coalville LE67 1UF ("the Developer") have agreed that highway works comprising the provision of site access on Hallet Road ("the Works") as identified on drawing number 4527:602 ("the Drawing/s") required pursuant to planning permission APP/12/01222 ("the Planning Permission") granted by Havant Borough Council may be carried out by the Developer subject to the terms and conditions set out beneath which constitutes an agreement between the County Council and the Developer pursuant to Section 278 of the Highways Act 1980.

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

The Developer is the registered proprietor of the land shown edged red ("the Land") on drawing P754/LOC/01 rev B attached hereto under title numbers SH37987 and SH25428 and agrees that the Works are for the benefit of the Land.

TERMS AND CONDITIONS

Prior to construction of the Works

1. The Developer will need to have obtained prior approval for proposed dates to work on the highway from the County Council and complied with any statutory notices and notice periods. The Developer will also need to give the County Council 3 months written notice of intention to commence work on the highway and complete the Works within a period of 2 weeks, using a contractor the County Council (acting reasonably) deems to be appropriately qualified.
2. Before commencement of construction of the Works the Developer will obtain such consents, licences or permissions as may be required for carrying out the Works and shall comply with these. These include but are not limited to the usual requirements of the New Roads and Street Works Act 1991 and consulting with statutory undertakers.

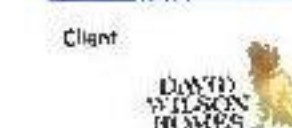


Manor Farm

Copseys Nursery

Manor Farm & Copseys Nursery areas shown.
DWP aims only shown.
No disruption

DGP
DGP
Drawn
Checked



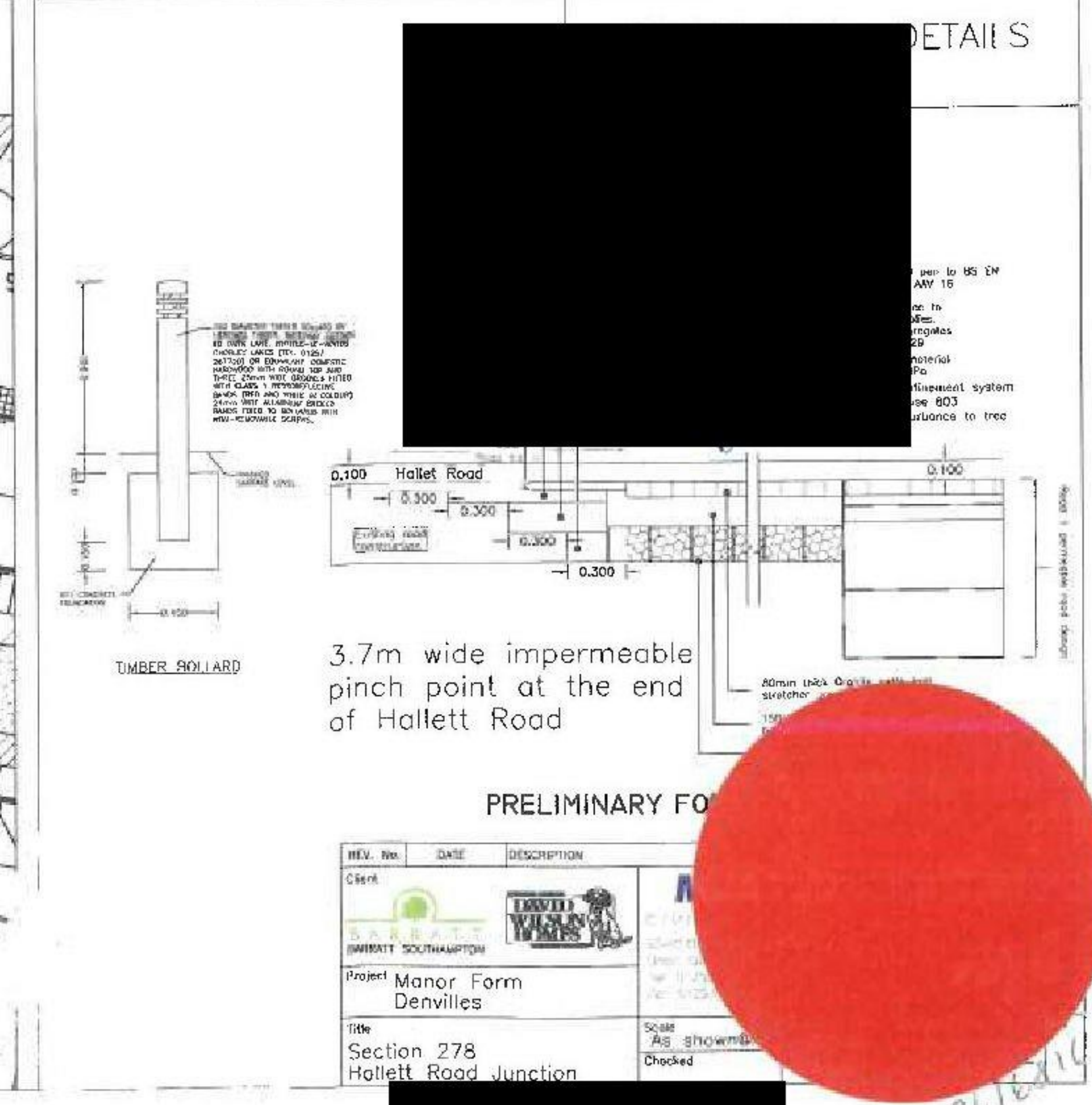
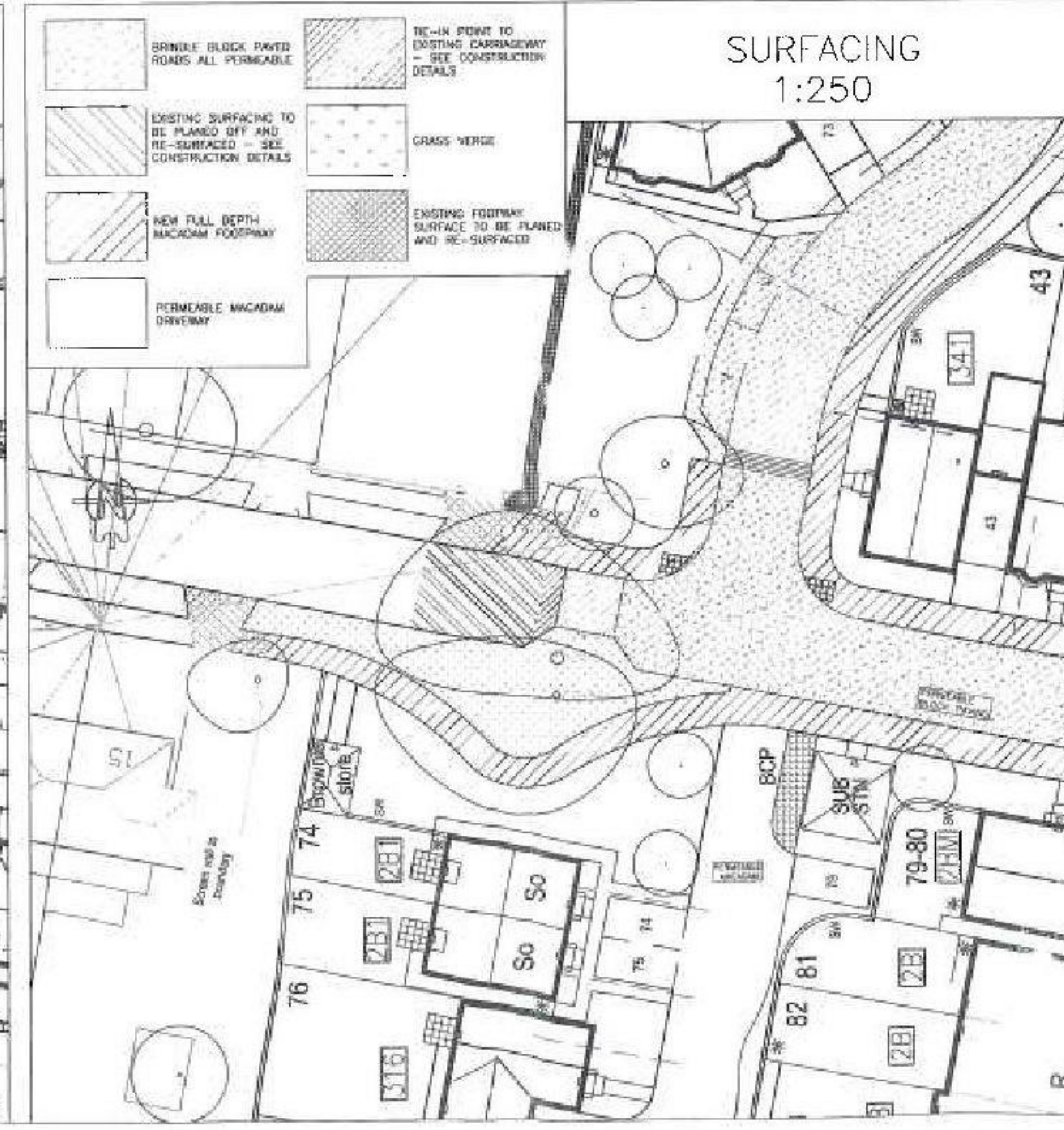
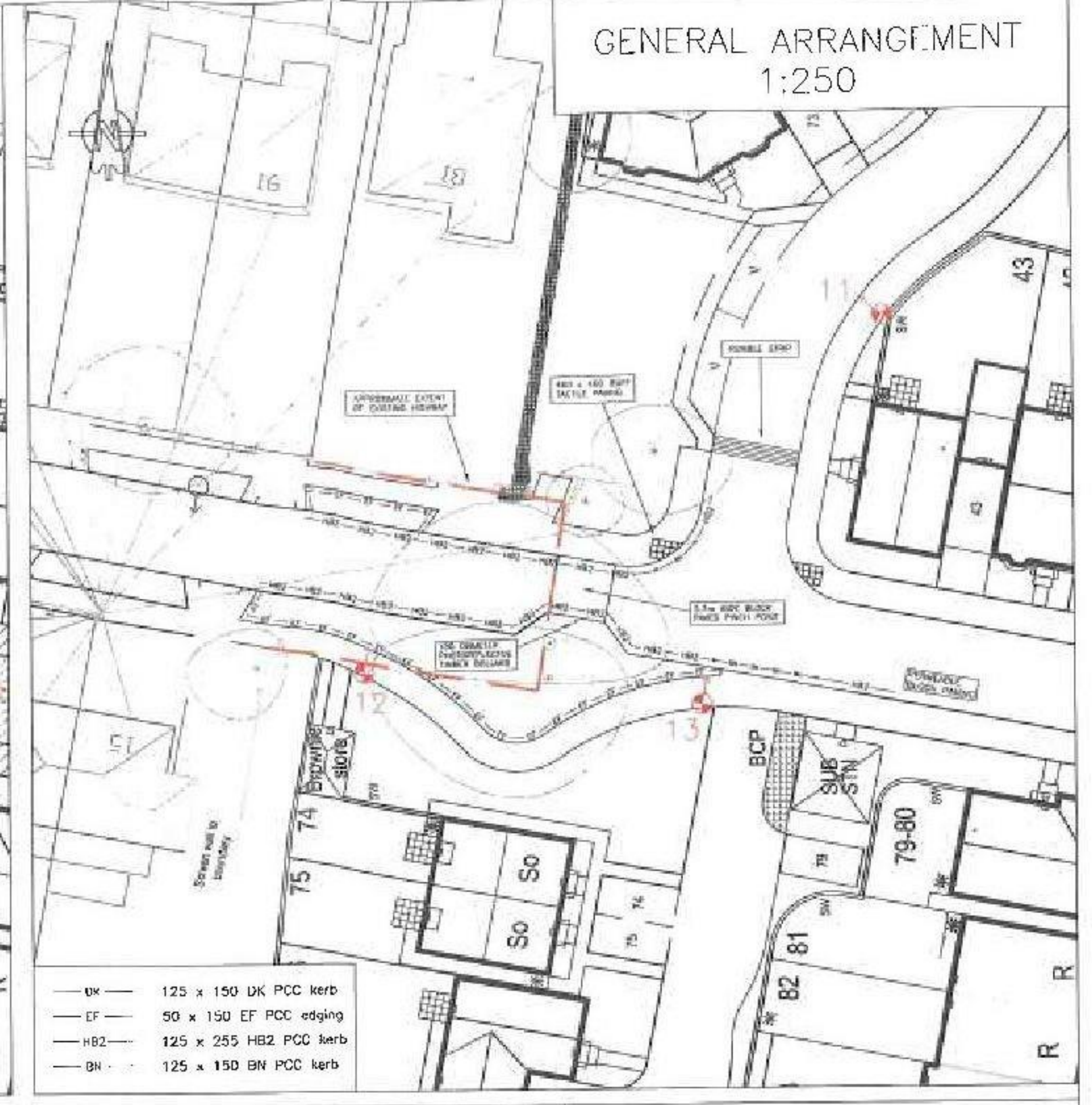
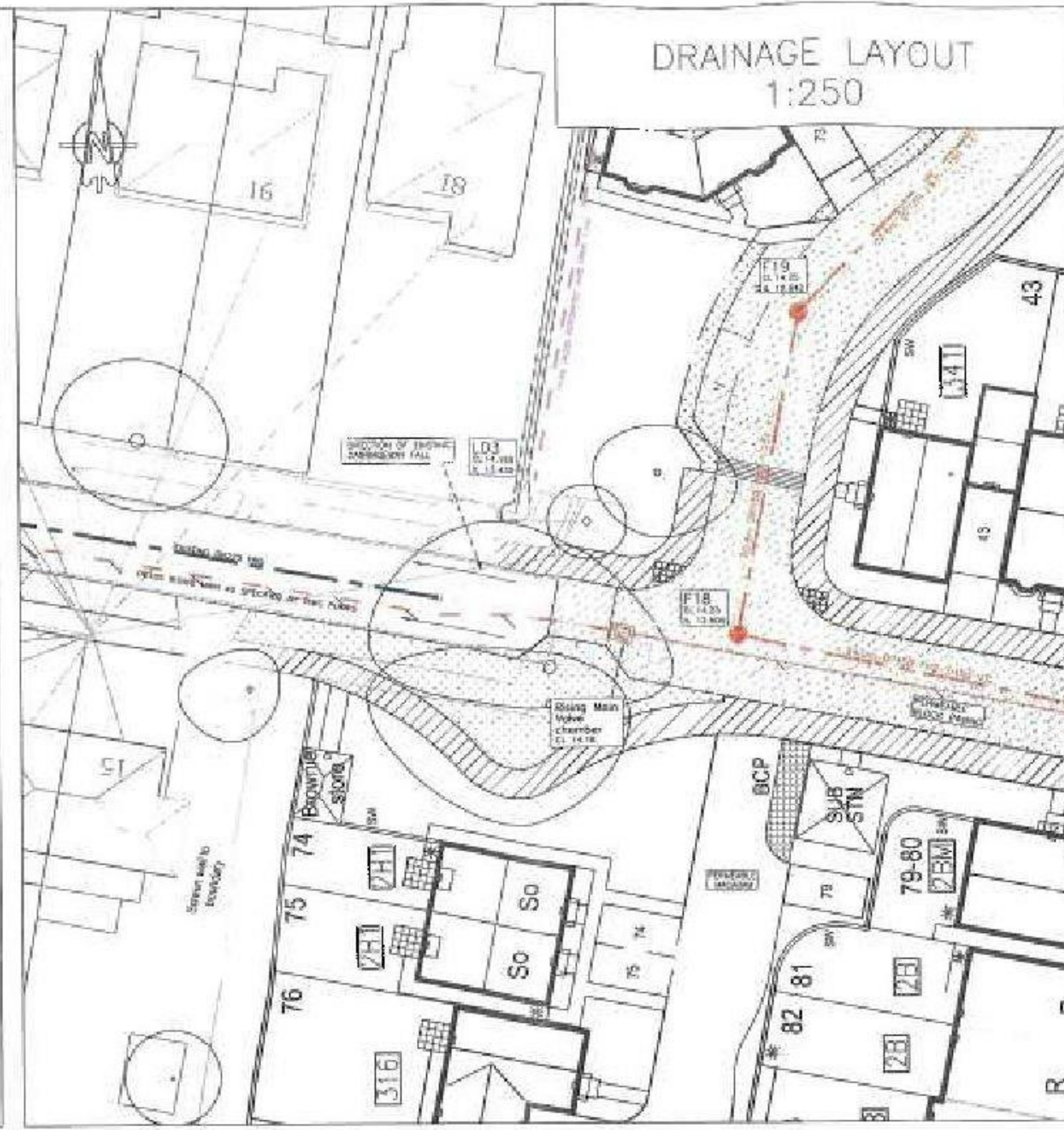
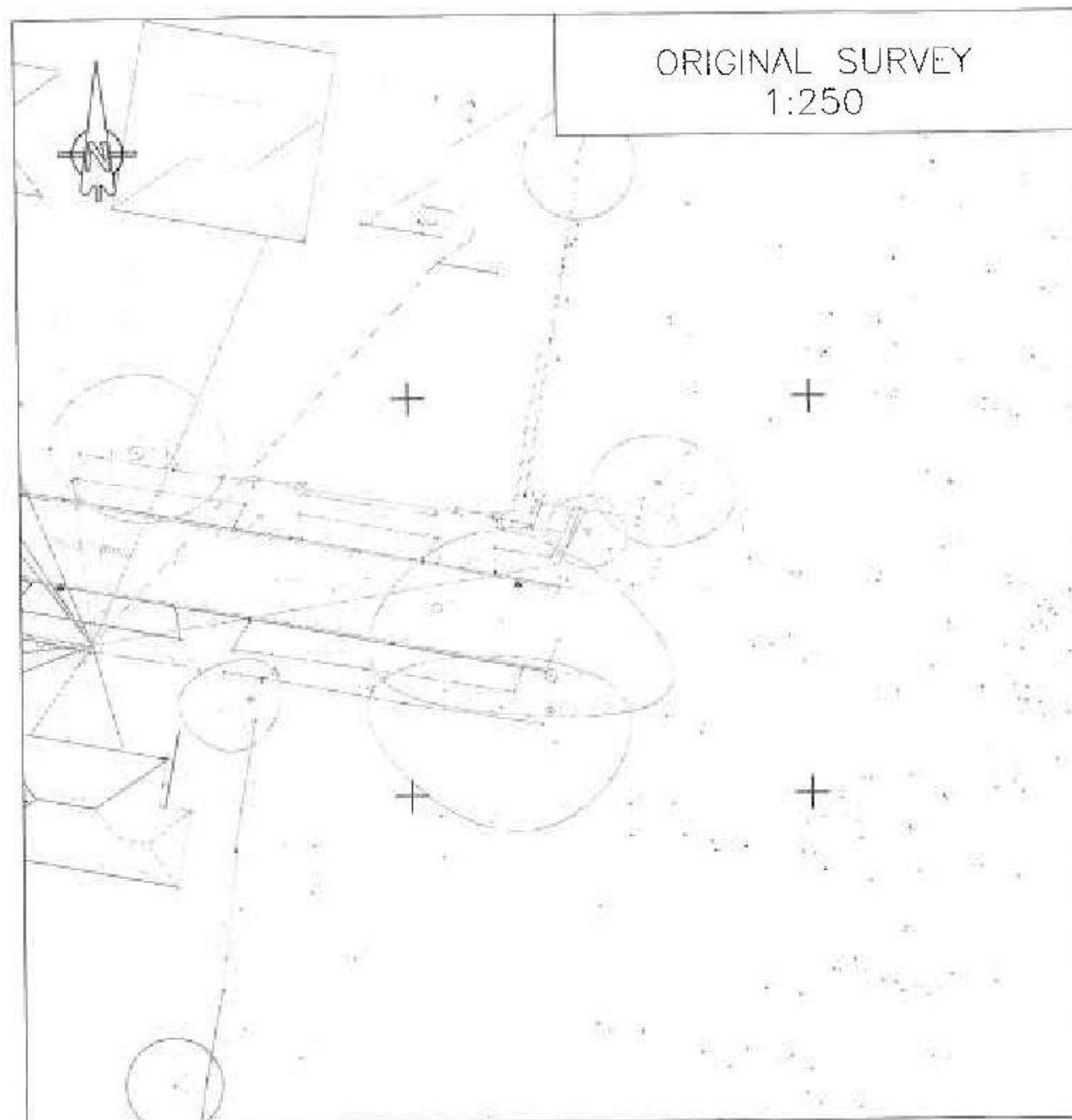
Client
Project
Denvilles,
Manor Farm, Havant.
Drawing Title
Location Plan

Scale 1:1250 @ A1 Drawn BAS Checked DGP

Date FEB 2012 File P75-1 - Layout Drawing Status

Draw No P754/LOC/01 Rev. 6 PLANNING

AAP Architecture Ltd, Unit A, Monument Business Centre, Monument Way East, Woking,
Surrey GU21 5LY Tel: 01483 727345 Fax: 01483 727373
Web: www.aap-arc.co.uk E-mail: projects@aap-arc.co.uk



3. The Developer shall not carry out any works except in accordance with the Drawing/s approved above.
4. The Developer will prior to commencing construction of the Works pay all the 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. A cash deposit ("the Cash Deposit") in the sum of £11000 will be paid by the Developer on the date hereof and returned to the Developer in phases with 50% being returned on the issue of the Completion Certificate with a minimum of £5,000 retained and the remaining balance being returned on the issue of the Certificate of Maintenance together with any accrued interest. Any works which the County Council need to carry out as a result of the failure of the Developer to comply with the conditions of this Licence shall be chargeable to the Developer. The County Council will initially use the Cash Deposit but any costs the County Council incurs over and above the Cash Deposit limit will be recoverable from the Developer and any sums due to the County Council shall be paid by the Developer within 21 days of written demand.
6. 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.
7. The Developer shall be insured against public liability risks for a sum of at least £10 million in respect of any one claim and shall ensure that any person or persons carrying out the Works on its behalf is similarly insured against public liability risks and a copy of the insurance policy and receipts for the premiums paid should be included with this application.

Construction of the Works

1. The Developer shall minimise obstruction to vehicle and pedestrian traffic and sign and guard the Works in accordance with chapter 8 of the Traffic Signs Manual 2006.
2. The Developer should provide a traffic management plan if required by the County Council.

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 have agreed previously.
4. The Developer shall carry out the Works as agent for the County Council in a good and workman like matter 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.
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.

Completion of the Works

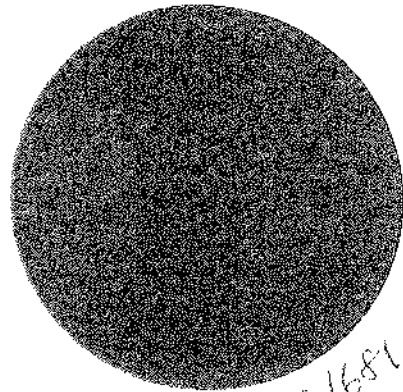
1. The Developer shall notify the County Council of completion of the Works and if these have been completed to the County Council's satisfaction, a Completion Certificate shall be issued and from that date the maintenance period (Maintenance Period) of 12 calendar months shall commence during which time the Developer shall be responsible for the correction of any defects and maintaining the Works.
2. On completion of the Maintenance Period, the Developer will notify the County Council who will re-inspect and notify the Developer of any required remedial works. Once these have been carried out to the County Council's satisfaction the County Council will issue a Certificate of Maintenance and from that time the County Council will assume responsibility for maintenance of the Works.
3. Prior to issue of the Certificate of Maintenance the Developer shall provide to the County Council all necessary drawings, health and safety certificates, street lighting certificates and any other documentation the County Council requires.

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

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

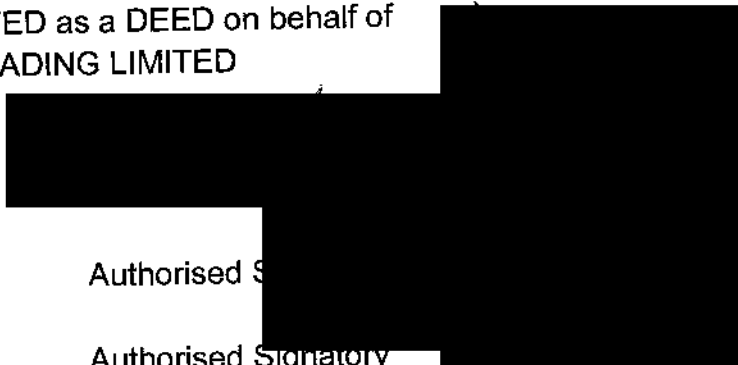


Authorised Signatory



36/6816

EXECUTED as a DEED on behalf of
BDW TRADING LIMITED
by:-



and

Authorised S

Authorised Signatory

in exercise of the powers conferred on them by
a Power of Attorney dated 21st January 2016