



Hampshire
Services

1888

DATED 11 AUGUST 2022

HAMPSHIRE COUNTY COUNCIL

and

PORTSMOUTH WATER LIMITED

Deed of Agreement for Highway Works at
Havant Thicket Reservoir and Pipeline, Manor Lodge Road, Rowlands
Castle

pursuant to (inter alia) § 278 Highways Act 1990

HCC ref: Legal/142040/CCA

Approved for the
HCC Management Plan

Legal/142040/CCA
2014/22

Deborah Bealwell
Head of Law and Governance and
Monitoring Officer
Hampshire County Council
The Castle
Winchester
Hampshire SO1 2 8U

HAMPSHIRE COUNTY COUNCIL

SECTION 278 DEED OF AGREEMENT

Date 11 AUGUST 2022

PARTIES:

- 1 Hampshire County Council of The Castle Winchester SO23 8UJ (the County Council)
- 2 Portsmouth Water Limited (Co. Regn. No. 02536455) of PO Box 8, West Street, Havant PO9 1LG (the Developer)

WHEREAS

- A The County Council is the Highway Authority for Hampshire
- B The Developer is the registered proprietor of part of the land shown edged red (the Land) on drawing HTR-ATK-77-ZZ-G5-Z-0141 Rev C01 attached hereto under title number SH51309 and agrees that the Works are for the benefit of the Land
- C The County Council is the registered proprietor of part of the Land under title number SH13990 and agrees that the Works are for the benefit of the Land
- D The Developer is the registered proprietor of part of the Land under title number SH29545 and agrees that the Works are for the benefit of the Land
- E The Developer is the proprietor of the part of the Land currently registered under title number SH20591 by virtue of a transfer dated 29 April 2022 (the Transfer) and agrees that the Works are for the benefit of the Land. An application to register the Transfer has been made to the Land Registry but such transfer and is awaiting processing
- F The County Council has appointed the Developer to develop the Land.
- G The Developer is desirous of entering into this Agreement for the purposes of securing the carrying out of the Works as defined herein and the Developer has agreed that it will pay the cost of construction and maintenance of the Works.

- H. 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.

NOW THIS DEED OF AGREEMENT WITNESSETH as follows

Definitions

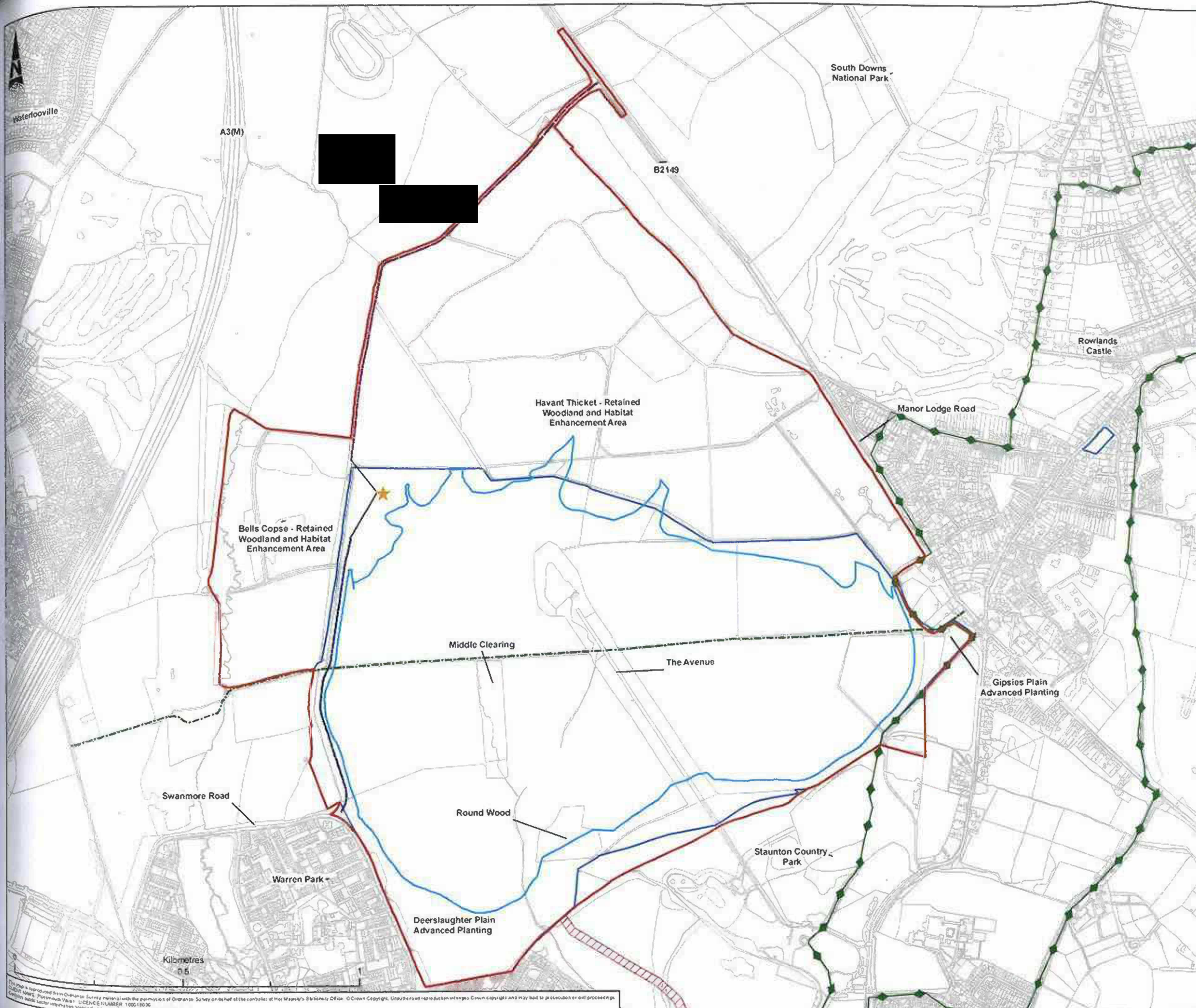
1. In this Agreement the following expressions shall have the following meanings

"Bond"	Means the sum of £1,121,354.74 (ONE MILLION ONE HUNDRED AND TWENTY ONE THOUSAND THREE HUNDRED AND SIXTY FOUR POUNDS AND SEVENTY FOUR PENCE) pursuant to clause 8 hereof
"CDM Regulations"	Means the Construction (Design and Management) Regulations 2015
"Certificate of Completion"	Means a certificate issued by the County Council confirming the Works have been executed to its satisfaction and in accordance with the approved drawings, specification and any recorded and agreed changes during the Works and can be placed on maintenance
"Certificate of Maintenance"	Means a certificate issued by the County Council following the expiry of the Maintenance Period
"Competent Engineer"	Means a qualified engineer who has the technical knowledge and practical experience to satisfy the requirements to be employed under a Construction Contract in accordance

	with Schedule 2, paragraph 5.2 and who is independent from the Contractor
"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
"Contractor"	Means a contractor who complies with the Section 278 Guidance for Developers document June 2021 ("Appointing a Contractor") prepared by the County Council's Director of Economy Transport and Environment (as modified and extended by any supplements and revisions) appointed by the Developer to undertake the Works
"Construction Contract"	Means the contract between the Developer and the Contractor for the purposes of providing the Works which provides for the appointment of a Competent Engineer
"Deed of Dedication"	Means an agreement pursuant to section 38 of the Highways Act 1980 (and any other enabling powers) on terms acceptable to the County Council and substantially in the form annexed hereto at Schedule 4 pursuant to which the Orange Land shall be dedicated as public highway
"Director of Economy Transport and Environment"	Means the County Council's Director of Economy Transport and Environment or such other officer or officers as may from time to time be primarily responsible for the County Council's functions, duties and responsibilities as a Highway Authority pursuant to the Act

"Guidance Notes"	Means the "Highway Development Agreements Guidance" and "Section 278 Guidance for Developers" prepared by the Director of Economy Transport and Environment to inform the Developer of the processes practices and procedures required by the County Council when undertaking design and works on a highway under s278 Highways Act 1980
"Hampshire County Permit Scheme"	Means the Traffic Management (Hampshire County Council) Permit Scheme Order 2019 dated 31st January 2019 made pursuant to the Traffic Management Act 2004
"Hampshire Street Lighting PFI Contract"	Means the contract relating to the provision and maintenance of street lighting and illuminated traffic signage pursuant to the Government's Private Finance Initiative
"Head of Law and Governance and Monitoring Officer"	Means the County Council's Head of Law and Governance and Monitoring Officer or such other officer or officers as may from time to time be primarily responsible for the provision of legal advice to the County Council
"Highway Condition Survey"	Means a highway condition survey which will identify the current condition of the highway in the vicinity of the Land (the extent of which shall be agreed by the County Council) and such condition survey is in accordance with "Section 278 Guidance for Developers" document published by the County Council

"Inspection Deposit"	a sum equal to 2.5% (two point five per cent) of the cost of the Works as estimated by the County Council or £2,000 (two thousand pounds) (whichever is the greater) being a sum payable on account of the County Council's reasonable costs incurred in inspecting and administering the Works
"Land"	Means the land for the purposes of identification only shown edged red on plan HTR-ATK-ZZ-ZZ-GS-Z-0141 Rev C01 attached hereto having the benefit of the Planning Permission
"Maintenance Period"	Means a period of at least 12 (twelve) months following the date of the Certificate of Completion
"Management Plan"	Means a management plan for the Works produced by the Developer showing how in the course of planning and construction of the Works the Developer will (i) minimise disruption to all types of traffic; (ii) avoid instances of newly surfaced highway having to be re-excavated or have further works carried out on them; (iii) minimise the number of closures/diversions required by the Works; (iv) ensure that it takes into consideration the safety of all types of traffic that



Red Line Boundary

Pipeline Application Boundary

Car Park and Visitor Centre

Bridleway

Staunton Way

Vehicle Access North

Vehicle Access South

Reservoir Footprint

Portsmouth Water Owned Land

5719850

Signature

Rev.	On	By	Rev	By	Auth	Description	Date
C01	FO	SW	2F	JF		PUBLISHED	06/08/2020

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Drawing Suitability	Status
PUBLISHED	A1

Contractors Drawing Number:
HTR - ATK - ZZ - ZZ - GS - Z - 0141

Project | Originator | Volume | Location | Type | Date | Number

Telephone: Havant (023) 9249 9888
 Fax: Havant (023) 9245 3632
 Website: www.portsmouthwater.co.uk
 Registered Office: PO Box 8 West Street
 Havant Hampshire PO9 1LG
 REGISTERED IN ENGLAND No. 2536455

Project Ref. No.	Sheet	Scale	Sheet Set
5169117	1 of 1	1:10,000	A3

Project Title:
HAVANT THICKET RESERVOIR

Drawing Title:
SITE BOUNDARY PLAN

Portsmouth Water Drawing Number	Rev
	C01

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may be diverted or affected by the Works

- (v) comply with the Hampshire County Permit Scheme pursuant to the Traffic Management Act 2004
- (vi) prevent deposits on the highway of earth mud and subsoil from the Land

"Mud Method Statements" Means method statements submitted by the Developer for approval by the County Council of the detailed measures to be taken during the construction works consequent to the Planning Permission to prevent earth and subsoil on vehicles leaving the Land and adjacent development land being deposited on the public highway

"Orange Land" Means that part of the Land shown coloured orange on the drawing number HTR-ATK-AR-RE-DR-D-0015 Rev C06 attached to this Agreement

"CPIs" Means the construction output price indices for all construction published by the Office for National Statistics

"Planning Permission" means the planning permission reference APP/20/00990 and APP/20/00991 granted by Havant Borough Council and planning permission reference 51680/001 granted by East Hampshire District Council collectively 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 which shall include but not be limited to: • start dates, access dates, key dates, and completion dates • the order and timing of operations of the Contractor • traffic management operations and resources employed • allowances for others as required for undertaking Works
“Registration Certificate”	Means the register of title and the plan issued by the Land Registry following the registration of i) the Transfer, and ii) the registration of the Developer as the registered proprietor of all of the freehold of the land (currently registered within title SH43909) that lies within the Orange Land and which is not in the Developer's ownership at the date of this Deed
“Security Deposit”	Means a security deposit in the sum of £1,121,364.74 (ONE MILLION ONE HUNDRED AND TWENTY ONE THOUSAND THREE HUNDRED AND SIXTY FOUR POUNDS AND SEVENTY FOUR

	PENCE) in pursuant of Clause 9 hereof
"Specification"	Means the 'Manual of Contract Documents for Highway Works Volume 1 Specification for Highway Works' published by TSO as modified and extended by any supplements and revisions and further as modified and extended by Hampshire County Council's Model Contract Specification (available at www.hants.gov.uk/transport/development/standard-details/) Hampshire County Council's Highway Construction Standard Details (available at www.hants.gov.uk/transport/development/standard-details/) Hampshire County Council's Technical Guidance Notes (available at www.hants.gov.uk/transport/development/technical-guidance/) and Hampshire County Council's Companion Document to Manual for Streets where applicable (available at http://documents.hants.gov.uk/transport/manual_for_streets.pdf) all as in force at the date of commencement of the Works
"Structure(s)"	Means any structure or structures (as the context so requires) as defined in Design Manual for Roads and Bridges – Document

CG 300 – Technical Approval of Highway Structures

"Transfer Agreement" Means the completed transfer deed made between the Developer and the registered proprietor of title number SH43909 for the transfer to the Developer of all of the land registered under title number SH43909 that lies within the Orange Land

"TSO" Means The Stationery Office Limited (company number 03049649) whose registered office is at 1-5 Poland Street, Soho, London, England, W1F 8PR being formerly Her Majesty's Stationery Office

"Working Day" Means any day Monday to Friday inclusive excluding bank holidays between the hours of 0830 and 1630 and the expression **Working Days** shall be construed accordingly

"Works" Means the highway works described in Schedule 1 hereto

Statutory Powers

- 2 This Deed of Agreement is made pursuant to Sections 278 and 251 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

General Matters

- 3 For the purposes of Section 251 of the Highways Act 1980 the County Council certifies that this Agreement is made in connection with its functions as Highway Authority under the Highways Act 1980

4. 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.
- 4.1. Any notice or other communication to be served by the Developer under the terms of this Agreement shall be in writing referencing the following Legal/142640/CCA and addressed to the Head of Law and Governance and Monitoring Officer or to such addressee as the County Council may from time to time stipulate.

Developer's Covenants

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

Execution of Works

- 5.1. To carry out at its own expense and at no cost to the County Council the Works described in Schedule 1 as contractor for the County Council in a good and workmanlike 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.

Street Lighting

- 5.3. To maintain access to all apparatus that is part of the Hampshire Street Lighting PFI Contract and where this is not possible the maintenance responsibility for that apparatus shall be removed from the Hampshire Street Lighting PFI Contract and shall pass to the Developer and FURTHER where the Developer removes or relocates any apparatus that is part of the Hampshire Street Lighting PFI Contract the maintenance responsibility for that apparatus shall be removed from the Hampshire Street Lighting PFI Contract and shall pass to the Developer.

Indemnity

- 5.4 That it hereby indemnifies and shall keep indemnified the County Council in respect of all actions claims demands fees charges expenses and proceedings arising out of or in connection with or incidental to the carrying out of the Works and any works required by any statutory undertaker including (but not limited to) any costs expenses and penalties incurred by the County Council in the event the Developer exceeds the timescale specified in the Programme other than those arising under Parts I and II of the Land Compensation Act 1973 in respect of which the provisions of below shall apply

Public Liability

- 5.5 That it shall, without prejudice to its liability under Clause 5.4 hereof to indemnify the County Council, be insured against public liability risks for a sum of at least £10 000 000 (ten million pounds) 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 1.8 of this Agreement) on request by the County Council produce for inspection evidence of the relevant policies of insurance

Land Compensation Claims

- 5.5.1 That it hereby indemnifies the County Council against all costs associated with its responsibilities and all claims under section 10 of the Compulsory Purchase Act 1955 and pursuant to Part I and Part II of the Land Compensation Act 1973 (as amended) and regulations made there under (including claims the County Council determine should be met under the provisions of Regulation 4 of the Noise Insulation Regulations 1975) arising out of the use of the Works

Security Deposit and Bond

- 6 The Developer shall not commence the Works until it has provided to the County Council the Security Deposit (paid into an interest-bearing account) or Bond and
- 6.1 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
- 6.2 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 County Council may itself carry out and complete the Works or restate 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 may use the Security Deposit or Bond or any part thereof to fully reimburse the County Council in respect of any costs and expenses incurred by the County Council in doing so together with the cost to the County Council of preparing an alternative contract and of supervising the execution of this alternative contract together with the cost of any other sums due under the terms of this Agreement PROVIDED THAT upon issue of the Certificate of Completion or the completion of the Deed of Dedication whichever is the later the County Council will repay to the Developer so as to reduce the sum held by 85% of the Security Deposit or Bond or to the sum of £5,000.00 whichever is the greater value (if the County Council has used part of the Security Deposit or Bond in accordance with this clause) then the sum held shall be reduced by 85% of such figure remaining or to the sum of £5,000.00 whichever is the greater value and PROVIDED FURTHER THAT upon issue by the County Council of the Certificate of Maintenance the balance of such part of the Security Deposit remaining plus any interest accrued on the Security Deposit or Bond shall be repaid to the Developer

7. In addition to the provisions in Clause 7 regarding return of the Security Deposit, at such time as the Developer provides a Bond for an equivalent amount to the County Council and which the County Council Deems satisfactory, the County Council shall return the Security Deposit to the Developer.
8. Unless otherwise agreed by the Developer and the County Council, any notice, invoice, demand or other communication to be served by the County Council under the terms of this Agreement shall be sent, and the County Council's responsibilities in such regard will be discharged if sent, to the following:
- 8.1 Finance Manager: Martin.Goodman@portsmouthwater.co.uk, and
 - 8.2 Accounts Payable: Invoices@portsmouthwater.co.uk, and
 - 8.3 The Developer's address at the time of any such notice, invoice, demand or other correspondence as recorded at Companies House.

Payments and transfer of Orange Land

9. The Developer further covenants with the County Council to pay to the County Council:

On the date of the Agreement

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

Prior to commencement of the Works

- 9.2. Prior to commencement of the Works to provide to the County Council a copy of the Transfer Agreement.
- 9.3. The Developer shall not commence the Works until the County Council has confirmed that it is satisfied that the Developer's ownership of the part of the Orange Land transferred pursuant to the Transfer Agreement is sufficiently un-encumbered to allow the dedication of the Orange Land as

required by the County Council pursuant to the Deed of Dedication

- 9.4 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, specification and any relevant reports 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
- 9.5 On demand and in any event prior to commencement of the Works the Inspection Deposit and further shall pay any reasonable additional sum incurred by the County Council in inspecting and administering the Works within 30 (thirty) Working Days following receipt of an invoice from the County Council
- 9.6 Prior to commencement of the Works the full cost to the County Council of any road traffic orders required to facilitate the Works
- 9.7 Prior to commencement of the Works the full cost to the County Council of any permanent traffic regulation orders or road hump notices

Prior to issue of Certificate of Completion

- 9.8 Prior to the issue of the Certificate of Completion and in accordance with Schedule 3 any commuted sums due in respect of the future maintenance of the Works and in the event that Rate B as set out in Schedule 3 applies the Developer elects to pay an average OPI rate
- 9.9 On demand and in any event prior to the issue of the Certificate of Completion the costs of all design checks and inspections together with any accrual payment incurred or to be incurred at the time of adoption by the County Council in respect of the Works pursuant to the Hampshire Street Lighting PFI Contract

- 9.10 Prior to the issue of the Certificate of Completion any sums incurred by the County Council pursuant to the requirements of Schedule 2

Prior to the Reduction of the Bond/Security Deposit

- 9.11 On demand and in any event prior to the reduction of the Bond/Security Deposit the sum of £200 (two hundred pounds) for costs incurred in approving and administering reducing the Bond/Security Deposit

Prior to the Release of the Bond/Security Deposit

- 9.12 On demand and in any event prior to the release of the Bond/Security Deposit the sum of £200 (two hundred pounds) for costs incurred in approving and administering releasing the Bond/Security Deposit

Prior to issue of Certificate of Maintenance

- 9.13 On demand and in any event prior to the issue of the Certificate of Maintenance the costs of all design checks and inspections together with any actual payment incurred or to be incurred at the time of adoption by the County Council in respect of the Works pursuant to the Hampshire Street Lighting PFI Contract
- 9.14 Prior to the issue of the Certificate of Maintenance any outstanding sums due pursuant to this Agreement
- 9.15 Prior to the issue of the Certificate of Maintenance to provide to the County Council the Registration Certificate
- 9.16 Prior to the issue of the Certificate of Maintenance to use best endeavours to enter into the Deed of Dedication and provide to the County Council a copy of the Deed of Dedication executed by the Developer

Payment on Demand

- 9.17 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 10 (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 payment on the sum outstanding from the due date under this Agreement until the actual date of payment to the County Council.

County Council's Covenants

- 10 The County Council hereby covenants with the Developer as follows:
- 10.1 That it hereby authorises the Developer and the Contractor to carry out the Works within the public highway subject to and strictly in accordance with the terms conditions and stipulations in Schedule 2.
- 10.2 That upon completion of the Works in accordance with the approved drawings, specification and any recorded and agreed changes during 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 as are at the date of this Agreement within the public highway or which are on that part of the Land which will become public highway pursuant to Clause 7 of this Agreement shall become maintainable at public expense SAVE THAT for the Maintenance Period the Developer shall maintain the Works.
- 10.3 That upon the expiry of the Maintenance Period and the Completion of the Deed of Dedication PROVIDED ALWAYS that the Works have been fully maintained as aforesaid and that any defects appearing or safety issues identified during the Maintenance Period have been made good and all sums

due under this Agreement have been paid the County Council shall 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 opinion the Works are likely to be subjected to heavy loading or used by construction vehicles driven by or on behalf of the Developer or his or its servants and agents or contractors or other developers in connection with road or building works carried out on the Land or an adjoining land or in the event that the Deed of Dedication has not been completed in any of which cases the Maintenance Period shall be extended accordingly

Further Agreement Between Parties

11 It is further agreed between the parties that

11.1 In accordance with Regulation 4(8) of the CDM Regulations the Developer hereby elects to be the only client for the purposes of the CDM Regulations for any part of the Works as may be within the public highway and the County Council consents to such an election and for the avoidance of doubt the County Council shall have a duty only under Regulations 4(4), 8(4) and 8(6) of the CDM Regulations insofar as those duties relate to health and safety information in the County Council's possession as a Highway Authority

11.2 If the estimated value of the contract for the Works equals or exceeds the threshold identified in Regulation 5(1) of the Public Contracts Regulations 2015 (as amended from time to time) then the Developer as contractor for the County Council shall in appointing an economic operator to carry out the Works comply with the Public Contracts Regulations 2015 (as amended from time to time)

Non-Compliance

12 Without prejudice to the terms hereof

12.1 If the Developer fails to execute or complete the Works in accordance with its obligations hereunder the County Council

shall after not less than fourteen (14) Working 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 full costs as certified by the County Council from the Developer.

12.2 After the expiry of the notice period in clause 12.1 above or immediately in the case of emergency or danger the authority given to the Developer under clause 10.1 shall be revoked immediately upon the County Council exercising its powers at 12.1 above.

12.3 If the Developer fails to comply with the approved Mud Method Statements the County Council reserves the right to close any access to the Land until such time as the public highway is made safe.

Arbitration

13. 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 Institution of Civil Engineers 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.

13.1 The Expert shall have at least 10 (ten) years post qualification experience in the subject matter of the dispute and shall

13.1.1 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

- 13.1.2 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 (ten) 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 (five) 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 (fifteen) Working Days from receipt of any counter submissions or in the event that there are no counter submissions within 15 (fifteen) 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

- 14 It is hereby declared and agreed between the parties hereto that nothing in Clause 16 shall be taken to fetter the ability of the County Council to seek legal redress of any breach of the obligations entered into by the Developer in this Agreement

Miscellaneous

- 15 The Developer and the County Council hereby agree that the Works are for the benefit of the Land
- 16 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
- 17 For the avoidance of doubt reference wherever it appears in this Agreement to the Developer shall not include any successor in title thereto in respect of the authority granted to the Developer to carry out the Works pursuant to this Agreement
- 18 Reference whenever it appears in this Agreement to any statute or other legislation shall include any amendment thereto or other

regulations Codes of Practice or other directions made or given there under

- 19 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
- 20 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
- 21 This Agreement shall be registered as a Local Land Charge

SCHEDULE 1
Description of Works

The Works referred to in this Agreement and shown in principle on Drawings

HTR-ATK-AR-RE-DR-D-0017 Rev C05

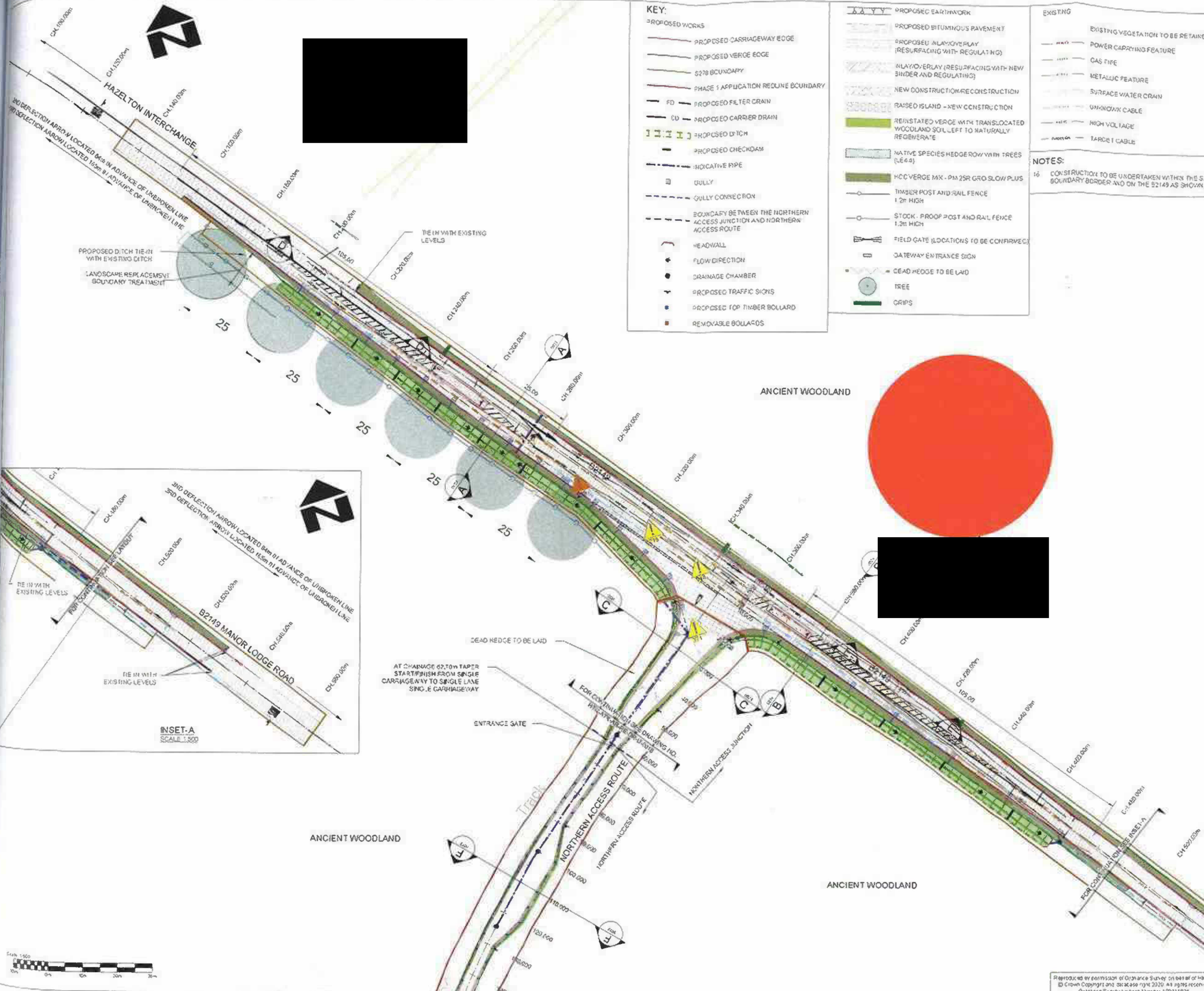
HTR-ATK-AR-RE-DR-D-0016 Rev C06

HTR-ATK-ZZ-ZZ-DR-L-0027 Rev P01.1

attached hereto shall comprise the provision of -

Widening of B2149 to enable construction of right turn lane for southbound traffic on the B2149

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 Advice or HCCs 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 SAVE THAT in circumstances where detailed contract drawings have been approved in writing by the County Council and the Works are commenced within three months of the date of the written approval thereof then SUBJECT ALWAYS TO AND WITHOUT PREJUDICE to Schedule 2 hereto the County Council shall not seek any amendments to the Works



- KEY:**
- PROPOSED WORKS**
- PROPOSED CARRIAGEWAY EDGE
 - PROPOSED VERGE EDGE
 - S278 BOUNDARY
 - PHASE 1 APPLICATION REDLINE BOUNDARY
 - FD - PROPOSED FILTER DRAIN
 - CD - PROPOSED CARRIER DRAIN
 - PROPOSED DITCH
 - PROPOSED CHECKDAM
 - INDICATIVE PIPE
 - GULLY
 - GULLY CONNECTION
 - BOUNDARY BETWEEN THE NORTHERN ACCESS JUNCTION AND NORTHERN ACCESS ROUTE
 - HEADWALL
 - FLOW DIRECTION
 - DRAINAGE CHAMBER
 - PROPOSED TRAFFIC SIGNS
 - PROPOSED TOP TIE BOLLARD
 - REMOVABLE BOLLARDS

- EXISTING**
- EXISTING VEGETATION TO BE RETAINED
 - POWER CARRYING FEATURE
 - GAS PIPE
 - METALLIC FEATURE
 - SURFACE WATER DRAIN
 - UNKNOWN CABLE
 - HIGH VOLTAGE
 - TARGET CABLE
- NOTES:**
1. ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE STATED
 2. THE CONTRACTOR SHALL BE AWARE OF ALL STATUTORY UNDERTAKERS PLANT THAT MAY BE LOCATED WITHIN THE PLANS SHOWING APPROXIMATE LOCATIONS HAVE BEEN SUPPLIED BY THE SERVICE MANAGER
 3. FOR LOCATION PLAN, REFER TO DRAWING NO. HTR-AR-RE-DR-D-0002
 4. FOR LAND PLAN, REFER TO DRAWING NO. HTR-AR-RE-DR-D-0010
 5. FOR EXISTING DETAIL, REFER TO DRAWING NO. HTR-AR-RE-DR-D-0003
 6. FOR SITE EXTENT, REFER TO DRAWING NO. HTR-AR-RE-DR-D-0004
 7. FOR DRAINAGE DETAILS, REFER TO DRAWING NO. HTR-AR-RE-DR-D-0004
 8. FOR HORIZONTAL ALIGNMENT PLAN, REFER TO DRAWING NO. HTR-AR-RE-DR-D-0004
 9. FOR VERTICAL ALIGNMENT DETAILS, REFER TO DRAWING NO. HTR-AR-RE-DR-D-0007
 10. FOR PAVEMENT DETAILS, REFER TO DRAWING NO. HTR-AR-RE-DR-D-0001
 11. FOR TYPICAL CROSS SECTION DETAILS, REFER TO DRAWING NO. HTR-AR-RE-DR-D-0002 & 0025
 12. FOR VERGE DETAILS, REFER TO DRAWING NO. HTR-AR-RE-DR-D-0009
 13. FOR TRAFFIC SIGNS & ROAD MARKING, REFER TO DRAWING NO. HTR-AR-RE-DR-D-0026
 14. FOR LANDSCAPE DRAWINGS, REFER TO DRAWING NO. HTR-AR-RE-DR-D-0027
 15. FOR LANE WIDTHS REQUIRED THROUGH JUNCTION REFER TO TABLE BELOW AND STAGE 2 ROAD SAFETY AUDIT RESPONSE REPORT (REFER TO HTR-AR-RE-DR-D-0003)

NOTES:

1. ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE STATED
2. THE CONTRACTOR SHALL BE AWARE OF ALL STATUTORY UNDERTAKERS PLANT THAT MAY BE LOCATED WITHIN THE PLANS SHOWING APPROXIMATE LOCATIONS HAVE BEEN SUPPLIED BY THE SERVICE MANAGER
3. FOR LOCATION PLAN, REFER TO DRAWING NO. HTR-AR-RE-DR-D-0002
4. FOR LAND PLAN, REFER TO DRAWING NO. HTR-AR-RE-DR-D-0010
5. FOR EXISTING DETAIL, REFER TO DRAWING NO. HTR-AR-RE-DR-D-0003
6. FOR SITE EXTENT, REFER TO DRAWING NO. HTR-AR-RE-DR-D-0004
7. FOR DRAINAGE DETAILS, REFER TO DRAWING NO. HTR-AR-RE-DR-D-0004
8. FOR HORIZONTAL ALIGNMENT PLAN, REFER TO DRAWING NO. HTR-AR-RE-DR-D-0004
9. FOR VERTICAL ALIGNMENT DETAILS, REFER TO DRAWING NO. HTR-AR-RE-DR-D-0007
10. FOR PAVEMENT DETAILS, REFER TO DRAWING NO. HTR-AR-RE-DR-D-0001
11. FOR TYPICAL CROSS SECTION DETAILS, REFER TO DRAWING NO. HTR-AR-RE-DR-D-0002 & 0025
12. FOR VERGE DETAILS, REFER TO DRAWING NO. HTR-AR-RE-DR-D-0009
13. FOR TRAFFIC SIGNS & ROAD MARKING, REFER TO DRAWING NO. HTR-AR-RE-DR-D-0026
14. FOR LANDSCAPE DRAWINGS, REFER TO DRAWING NO. HTR-AR-RE-DR-D-0027
15. FOR LANE WIDTHS REQUIRED THROUGH JUNCTION REFER TO TABLE BELOW AND STAGE 2 ROAD SAFETY AUDIT RESPONSE REPORT (REFER TO HTR-AR-RE-DR-D-0003)

LANE WIDTH	CONSTRUCTION PHASE	OPERATION PHASE
SOUTHBOUND THROUGH LANE	3.25m	3.25m
RIGHT TURN LANE	3.5m	3.5m
NORTHBOUND THROUGH LANE	3.25m	3.25m

SAFETY, HEALTH AND ENVIRONMENTAL INFORMATION

In addition to the hazards risks normally considered in the type of work shown on this drawing, the following significant risks (moderate to very high) are identified on the drawing with warning triangles. The risk register, in its entirety, is available on drawings HTR-AR-RE-DR-D-0001 to 0027. The reference numbers shown against each triangle will correlate to risks shown on these schedules.

Environmental Risks are not shown on the drawing and reference should be made to the following documents - HTR-AR-RE-DR-D-0003 Outline Environmental

- 214 - WORKING ADJACENT TO LIVE TRAFFIC - WORKFORCE, MEMBERS OF PUBLIC, TRAFFIC
- 215 - PRESENCE OF SERVICES - SERVICE DATA POTENTIALLY MISSING FROM QS - CONTINUATION
- 230 - DAMAGE TO SERVICES AND CORRESPONDING HAZARD TO WORKFORCE/PUBLIC AS A CONSEQUENCE OF STRIKE
- 271 - VEGETATION CLEARANCE NEEDS TO BE MAINTAINED DURING THE CONSTRUCTION PHASE IN ORDER TO MAINTAIN VISIBILITY FOR TRAFFIC

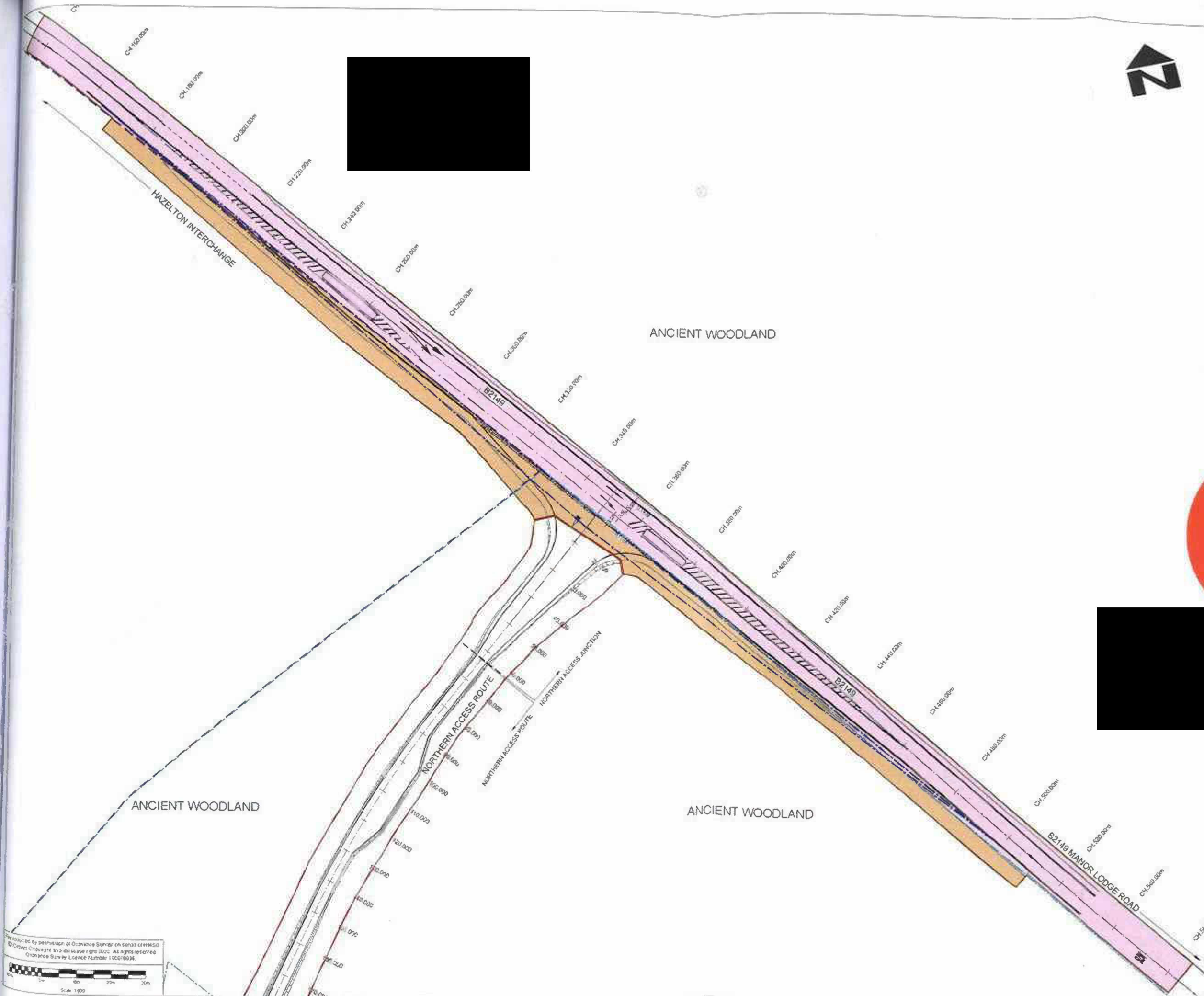
Code	Description	Date
C01	REVISION	03/02/22
A1	REVISION	03/02/22
C02	REVISION	03/02/22
A1	REVISION	03/02/22
C03	REVISION	03/02/22
A1	REVISION	03/02/22
C04	REVISION	03/02/22
A1	REVISION	03/02/22
C05	REVISION	13/07/22
A1	REVISION	13/07/22

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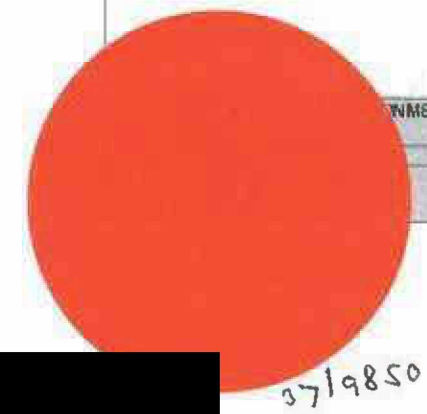
200 Park Avenue
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www.atkins.co.uk

Drawing Details		Approved - Published	
Project Name	HAVANT THICKET RESERVOIR	Project No.	A1
Project Ref	HTR	Project No.	A1
Project Title	SECTION S278 B2149 GENERAL ARRANGEMENT PLAN	Project No.	A1
Project Ref	HTR	Project No.	A1
Project Title	SECTION S278 B2149 GENERAL ARRANGEMENT PLAN	Project No.	A1



- NOTES:**
- DO NOT SCALE FROM THIS DRAWING. USE SHOWN DIMENSIONS ONLY.
 - ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE STATED.
 - LOCATION OF SIGNS AND MARKINGS ARE FOR INDICATIVE ONLY.

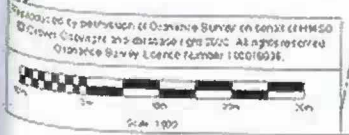
- KEY:**
- PROPOSED CARRIAGEWAY EDGE
 - PROPOSED CENTRAL ISLAND
 - PROPOSED VERGE EDGE
 - PROPOSED EARTHWORKS
 - S278 BOUNDARY
 - PHASE 1 APPLICATION REDLINE BOUNDARY
 - VISIBILITY SPLAY
 - BORROW INVESTMENT LIMITED BOUNDARY
 - EAST HAMPSHIRE DISTRICT COUNCIL BOUNDARY
 - FORESTRY COMMISSION BOUNDARY
 - EXTENT OF EXISTING HIGHWAY ADOPTED
 - EXTENT OF AREA TO BE DEDICATED AS HIGHWAY



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Drawing Status	Approved - Published	Sheet	A1
Contract Drawing Number	HTR - ATK - AR - RE - UR - D - 0015	Project	Havant Thicket Reservoir
Telephone	Havant (01329) 881818 Fax Havant (01329) 82453633 Website: www.portsmouthwater.co.uk Registered Office: PO6 3UR Havant Havant Water is a Public Limited Company registered in England No. 3830495		
Project Ref. No.	HTR	Sheet	1 of 1
Project Title	HAVANT THICKET RESERVOIR		
Drawing Title	SECTION S278 B2149 LAND PLAN		
Portsmouth Water Drawing Number	Rev. C06		



SCHEDULE 2

Terms and Conditions of Works

The Works shall be carried out in accordance with the following terms and conditions:

1. The Works shall not be commenced until:
 - 1.1. The Transfer Agreement, Detailed design drawings, specification, Programme, Mud Method Statement and traffic management measures have been prepared by the Developer and approved by the County Council in writing.
 - 1.2. The Developer has demonstrated to the satisfaction of the County Council how it will comply with the Code of Practice for the Co-ordination of Street Works and Works for Road Purposes and Related Matters 1992 and has submitted to the County Council a Management Plan and such Management Plan has been approved in writing by the County Council.
 - 1.3. Where the estimated value of the contract for the works equals or exceeds the threshold provided in Regulation 5(1) of the Public Contracts Regulations 2015 (as amended from time to time) tenders shall have been invited under the Open Procedure and copies of the Contract Award Notice, independent financial tender and evaluation report justifying the selection of the economic operator in accordance with Regulation 58 has been submitted to the County Council.
 - 1.4. The Developer has:
 - 1.4.1 Obtained any necessary licences and given any necessary notices pursuant to the New Roads and Street Works Act 1991, and
 - 1.4.2 Obtained any necessary consents and permissions from any railway canal inland navigation, dock or harbour undertakers or any other party or organisation where the consent or permission of the undertaker, party or organisation is required for the Works to be lawfully undertaken and completed.

- 1.5 Where in accordance with Regulation 4(8) of the CDM Regulations the Works are notifiable the Developer as the only client has provided to the County Council -
 - 1.5.1 a copy of the notice to be served under Reg 5(2) of the CDM Regulations and a copy of the Notification of Project (form HSE 10) to the HSE
 - 1.5.2 confirmation that duties under Reg 4(4) and 4(5) of the CDM Regulations are being carried out
- 1.6 Where in accordance with Regulation 5(1) of the CDM Regulations there is more than one contractor or it is foreseeable that there will be more than one contractor the Developer as the only client shall provide to the County Council written details of the principal designer and the principal contractor who will undertake these roles during the construction phase of the works
- 1.7 The Developer has paid all sums due prior to commencement of the Works pursuant to Clause 10
- 1.8 The original insurance policy and receipts referred to in Clause 6.5 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
- 1.10 The Developer has provided in writing to the satisfaction of the County Council measures to ensure the highway remains adequately lit at all times during the works and supply temporary lighting when required

- 1.11 The Developer has submitted to the County Council and the County Council has approved a Highway Condition Survey
 - 1.12 the Developer has prepared for the County Council with regard to any Structures detailed contract drawings for technical approval in accordance with the relevant section of the Design Manual for Roads and Bridges (CG 300 Technical approval of highway structures) Technical Approval of highways Structures and the HMMP or any amendment/replacement thereof
- 2 The Developer shall ensure that the structure design and checking procedure for any Structure is carried out by a Chartered Engineer familiar with Department for Transport Standards who shall state on 'Form A/P' or any amendment/replacement thereof the documents which will be applicable and which will need to be agreed. The procedure document HMMP applicable to highway structures shall be obtained from the County Council before details are submitted for approval
- 3 The Developer shall notify the County Council as follows
 - 3.1 In accordance with the provisions of the Hampshire County Permit Scheme
 - 3.2 At least 24 hours prior to the commencement of each and every stage of excavation and construction operations associated with highway structures
- 4 At least 3 months prior to commencement of the Works the Developer shall give notice to each statutory undertaker for the time being of any service(s) which may be affected by the Works of the proposal to carry out the Works or which might be required in consequence of the Works and shall place orders and pay any costs to all statutory undertakers for all works to their mains or services necessitated by the Works and shall relocate all street furniture affected to the satisfaction of the County Council
- 5 The Works shall be signed and protected to at least the standards of the Traffic Signs Manual Chapter 8 2nd Edition published by TSO in

and the Safety at Street Works and Road Work A Code of Practice published by Department of Transport and the proposed arrangements shall be approved in writing by the County Council before the Works commence.

6 The Works shall be constructed

6.1 Under the terms of a Construction Contract, unless agreed otherwise by the County Council.

6.2 Under the direction and instructions of a Competent Engineer. The Competent Engineer shall be authorised to issue instructions to the Contractor in the normal execution of duties under the Construction Contract.

6.3 In accordance with the Specification, detailed contract drawings and programme, prepared in accordance with the Guidance notes, unless any changes to the Works are agreed by the County Council during the course of construction. The Competent Engineer shall be responsible for negotiating, agreeing and implementing any required changes.

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 thereon 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 (3) 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 to be not in accordance with the approved detailed design drawings and Specification
- 11 Immediately prior to the issue of the Certificate of Completion (and if required by the County Council also prior to issue of the Certificate of Maintenance) on site road safety audits in accordance with the relevant section of the Design Manual for Roads and Bridges (GG 119 Road safety audit) and Hampshire County Council's Technical Guidance Note TG18 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 To protect the County Council's legitimate interest as Highway Authority and the effective operation of the public highway, should the Works not be completed to the reasonable satisfaction of the County Council in accordance with the timescale specified in the Programme the Developer shall, if required by the County Council, pay to the County Council on demand a sum proportionate to the disruption caused to the public highway by the delayed works of up to £2,000 as stipulated by the County Council per Working Day for each day the Works continue on the public highway past the timescale specified in the Programme or any other fines associated with non-compliance with Hampshire County Permit Scheme (Refer to Technical Guidance Note TG22)

- 14 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
- 15 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 Hampshire Street Lighting PFI Contract.
 - 15.1.4 in respect of highway structures a maintenance manual to include suitable scale electronic data sets and paper sets (if required) of 'as built' drawings soil reports records of materials tested Health and Safety file and revised forms AIP and associated certificates
 - 15.1.5 accurate 1:500 scale of 'as built' drawings supplied dwg format (packaged with any associated cross references) and PDF format

- 16.1.6 records of the earthworks showing sources of material used in areas of fill, description of fill materials, descriptions of sub-grades in cut areas, copies of results of tests of material carried out as part of the supervision of the construction of the earthworks
- 16.1.7 records of the sources of supply of all other manufactured materials (e.g. drainage goods, fencing materials, traffic signs, electrical components and cables etc)

SCHEDULE 3

Commuted Sums

Item		Rate	Notes
	2022 / 2023		
Unusual paving, surfacing and HPS			
HPS	£31.85	per m ²	One-off replacement cost
Block paving 80mm on sand and sub-base in carriageway	£149.25	per m ²	One-off replacement cost
Block paving 80mm on resin and concrete in carriageway	£178.13	per m ²	One-off replacement cost
Block paving 80mm on sand and sub-base in Footway	£117.60	per m ²	One-off replacement cost
Permeable Paving			To be advised
Traffic signals including Controlled Crossing			
Traffic signals including controlled crossing	20% of works cost		
Illuminated Signs			
Illuminated signs	£2,214.45	per item	One-off replacement cost
Illuminated signs >6m ²	£590	per m ² per item	One-off replacement cost
Decorative - Non-Standard Lighting			
Decorative non-standard lighting < 6m	£3,308.80	per item	One-off replacement cost
Decorative non-standard lighting > 6m	£3,807.50	per item	One-off replacement cost
Street Furniture			
Bus Stop (Poles and Flags) ONLY	£262.50	per item	One-off replacement cost
Pedestrian Guardrail	£149.10	per item	One-off replacement cost
Cycle Rack (All Types)	£309.06	per item	One-off replacement cost
Seating and Benches	£1,652.70	per item	One-off replacement cost
Bollards (Dragon's Teeth)	£97.13	per item	One-off replacement cost
Bollard (Plastic Socketed)	£532.35	per item	One-off replacement cost
Bollards (Concrete)	£359.10	per item	One-off replacement cost

Bus Shelters, Including Passenger Information and Variable Message Signs			
Bus shelters including passenger information and variable message signs	£17,333.93	per item	One-off replacement cost
Bus Shelter	£4,986.60	per item	One-off replacement cost
Structures Including Culverts Over 900 Diameters, Head Walls and Retaining Walls			
Structures including culverts over 900 diameters head walls and retaining walls	20% of works cost		
Trees – new			
Trees – new	£1,019.55		
Trees – Existing			
Trees (Semi Mature)	£1,272.60	per tree	
Trees (Mature)	£2,199.70	per tree	
Landscaping			
Shrub Beds	£30.45	m2	Based on maintenance cost over 25 years
Verge (Grass)	£40.95	m²	Based on maintenance cost over 25 years
Soakaways			
Soakaways <=5m³	£3,941.70	per item	One-off replacement cost
Soakaways >5m³	£788 per m3	m³	One-off replacement cost
Hydrobrakes			
Vortex Flow Control	£5,753.30	per item	One-off replacement cost
Petrol Interceptor			
Petrol interceptor <=8m³	£21,555.45	per item	One-off replacement cost
Petrol Interceptor >8m³	£37,284.43	per item	One-off replacement cost
Pebble Drains and Linear Ditches			
Pebble drains	£246.75	per/m	Replacement and maintenance cost
Linear ditches	£236.25	per/m	Replacement and maintenance cost

SCHEDULE 4

Template Deed of Dedication

DATED

20/22/

PORTSMOUTH WATER LIMITED

and

HAMPSHIRE COUNTY COUNCIL

DEED OF DEDICATION

Land at

Havant Thicket Reservoir and Pipeline, Manor Lodge Road, Rowlands Castle

THIS DECLARATION is made the day of 20[22]

BETWEEN

PORTSMOUTH WATER LIMITED (Co. Regn. No. 01516455) of PO Box 8, West
Street, Havant PO9 1LH ("the Owner") of the one part

and HAMPSHIRE COUNTY COUNCIL of The Castle Winchester, Hampshire SO23
8UJ ("the County Council") of the second part

WHEREAS

1. The Owner is the registered proprietor at the Land Registry under Title
Number(s) [] of the land shown edged red ("the Land") on the plan
numbered [] attached hereto ("the plan")

2. Works have been carried out on the Land as shown coloured [] on the
plan ("the Works")

3. The Owner desires that the Works may be and become part of the highway
maintainable at the public expense

4. The County Council is the highway authority for Hampshire save for trunk
and special roads and is willing to undertake maintenance of the highway

NOW IN PURSUANCE OF THE POWERS CONFERRED BY SECTION 18 OF
THE HIGHWAYS ACT 1980 AND SECTION 111 OF THE LOCAL

GOVERNMENT ACT 1972 AND SECTION 35 OF THE LOCAL GOVERNMENT
(MISCELLANEOUS PROVISIONS) ACT 1982 AND ALL OTHER POWERS

ENABLING IT IS HEREBY AGREED AS FOLLOWS:

1. The Owner dedicates so much of the site of the Works as lies within the Land
as public highway for use of the public (on foot only) to include rights of way for
mechanically propelled vehicles)

2. The County Council accepts that dedication of the Works and undertakes to maintain the highway from the date of issue by the County Council of a Certificate of Adoption of the Works which for the avoidance of doubt may be withheld by the County Council until the issue of a Certificate of Maintenance pursuant to the terms of the agreement under section 278 of the Highways Act 1980 between the County Council and the Owner dated [2022]

3. The Owner shall indemnify and keep indemnified the County Council against all liabilities actions charges costs claims demands and expenses arising under Parts I and II of the Land Compensation Act 1973 (as amended) and regulations made thereunder or any statutory modification or re-enactment thereof for the time being in force (including for the avoidance of doubt claims the County Council determine should be met under the provisions of Regulation 4 of the Noise Insulation Regulations as amended by the Noise Insulation (Amendment) Regulations 1988) arising from or incidental to the construction adoption use or lighting of the Works or resulting from or in consequence of any alteration or use of or to existing roads or lighting required by the highway authority

4. The Owner shall indemnify and keep indemnified the County Council against all liabilities actions charges costs claims demands and expenses arising out of or in connection with the carrying out of the Works and any works required by any Statutory Undertaker

5. This Deed shall be entered in the Register of Local Land Charges

IN WITNESS whereof the Parties hereunto 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)

Authorised Signatory

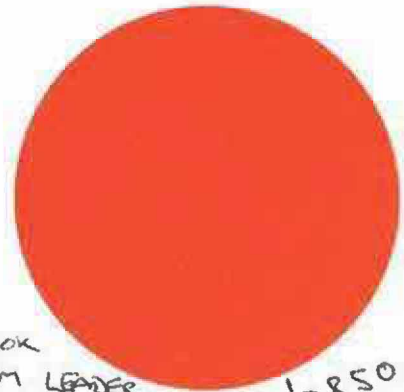
IN WITNESS whereof the parties hereto have executed this document as a
Deed delivered the day and year first before written

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



Authorised Signatory

Name Simon Cook
Position LEGAL TEAM LEADER



37/9850

EXECUTED as a DEED by)
PORTSMOUTH WATER LIMITED)
acting by two Directors /)
Director and a Secretary)

Director



Name

CHRIS MILNER

Director/S



Name CHRISTOPHER HARDYMAN