



Dated 9 January

2020

**Hampshire County Council
and
Hargreaves Properties Limited
and
Brockhampton Land Company Limited**

**Minor Works Agreement for Highway Works at Land at Waterloo Park, Elettra
Avenue, Waterloo**

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

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Date

9 January

2025⁶

1 Parties

1.1 **Hampshire County Council** of The Castle Winchester Hampshire SO23 8UJ ('the County Council')

1.2 **Hargreaves Properties Limited** (company registration number 794877) Kingston Manor Kingston Gorse, East Preston, Littlehampton, West Sussex, United Kingdom, BN16 1RR ('the Developer')

1.3 **Brockhampton Land Company Limited** (company registration number 00282115) Kingston Manor Kingston Gorse, East Preston, Littlehampton, West Sussex, United Kingdom, BN16 1RR ('the Owner')

2 Background

A The County Council is the Highway Authority for Hampshire

B The Developer is desirous of entering into this Agreement for the purposes of securing the carrying out of the highway works ('Works') defined in Schedule 1 and the Developer has agreed that it will pay the cost of construction and maintenance of the Works

C The Developer is the registered proprietor of part of the land under title number HP220402 and the Owner is the registered proprietor of part of the land under title number SH55077 shown edged red ("the Land") on drawing PL_001 Rev P2 attached hereto and agrees that the Works are for the benefit of the Land.

D The Developer now wishes to dedicate as public highway that part of the Land upon which the Works are to be constructed which does not currently form part of the public highway and the County Council agrees to accept such dedication and adopt that part of the Land and the Works as highway maintainable at public expense on the terms and conditions hereinafter contained

E The County Council is satisfied pursuant to Section 38 and Section 278 of the Highways Act 1980 that it will be of benefit to the public for the County Council to enter this Agreement for the execution of the Works at the expense of the Developer which Works the County Council is authorised to execute pursuant to the Highways Act 1980 or are the subject of the Planning Permission APP/21/00399 granted by Havant Borough Council

("the Planning Permission") may be carried out by the Developer subject to the terms and conditions set out beneath

Agreed terms

3 Statutory powers

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

4 Prior to construction of the Works

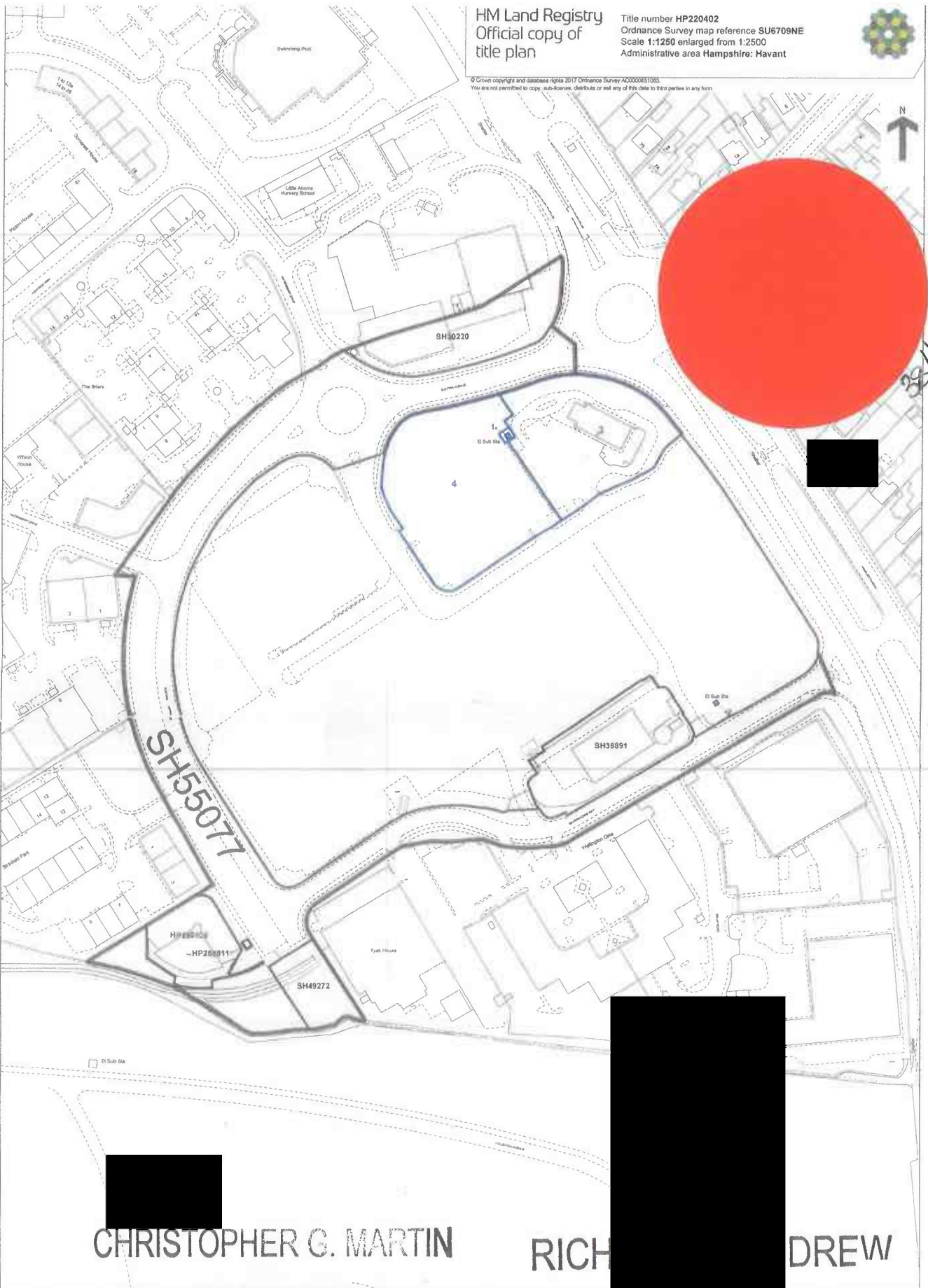
- 4.1 The Developer shall obtain prior approval for proposed dates to work on the highway from the County Council and comply with any statutory notices and notice periods. Unless otherwise agreed in writing the Developer shall give the County Council three (3) months written notice of its intention to commence work on the highway and complete the Works within a period of four (4) weeks, using a contractor the County Council (acting reasonably) deems to be appropriately qualified.
- 4.2 Before commencement of construction of the Works the Developer shall obtain such consents, licences or permissions as may be required for carrying out the Works and shall comply with these and for the avoidance of doubt these include but are not limited to the usual requirements of the New Roads and Street Works Act 1991 and consulting with statutory undertakers further the Developer shall if necessary obtain any consents and permissions from any railway, canal, inland navigation, dock or harbour undertakers and obtain the consent of the Owner to enter and carry out works on his land.
- 4.3 The Developer shall not carry out any works except in accordance with the approved drawing/s ('the Drawing/s') approved in Schedule 1.
- 4.4 The Developer shall prior to commencing construction of the Works pay all current outstanding costs incurred by the County Council in relation to design check fees, project management and inspection, legal fees, and costs in respect of approval of the design and certification of street lighting and illuminated equipment by the County Council's PFI provider

HM Land Registry
Official copy of
title plan

Title number HP220402
Ordnance Survey map reference SU6709NE
Scale 1:1250 enlarged from 1:2500
Administrative area Hampshire: Havant



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CHRISTOPHER G. MARTIN

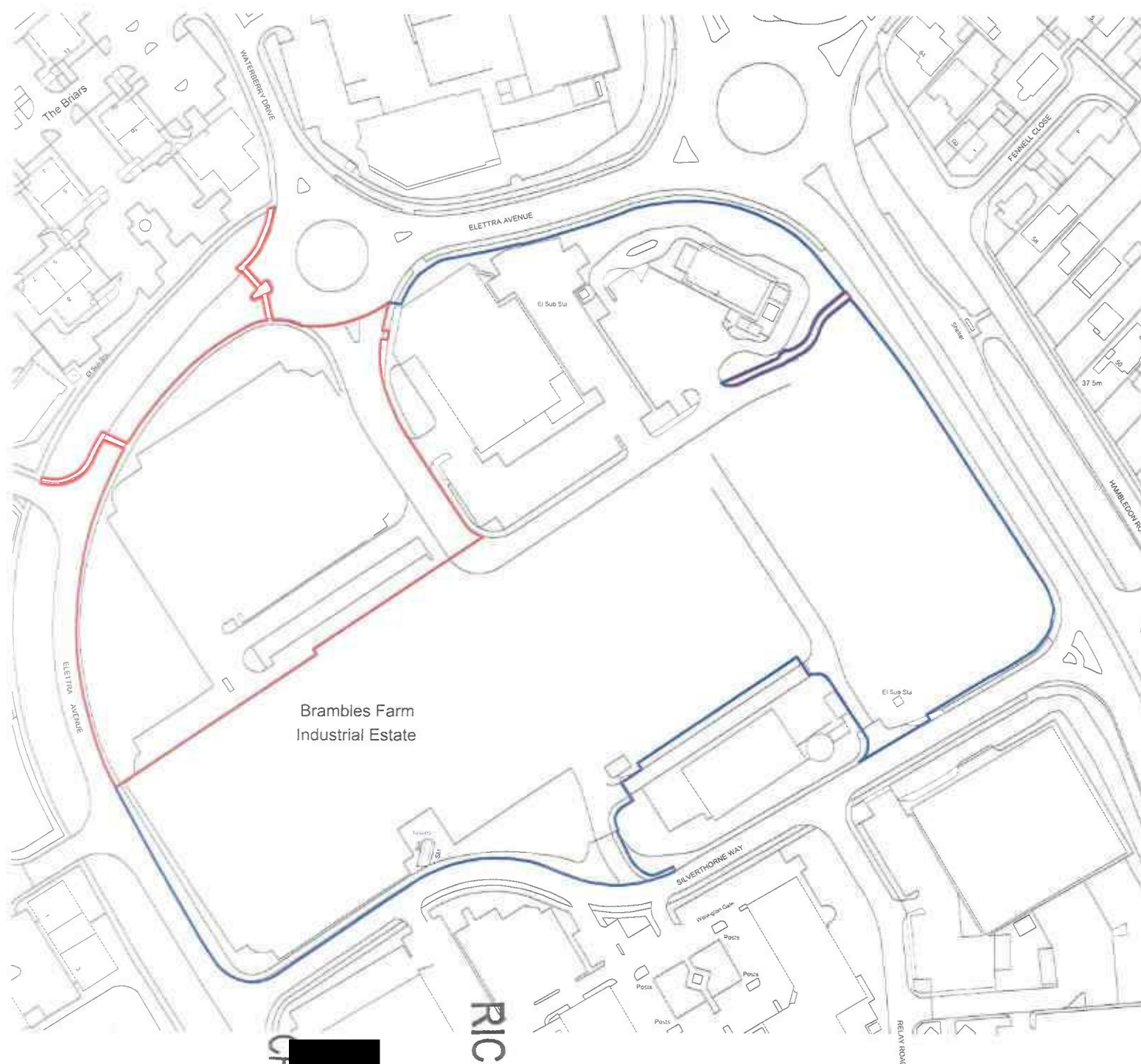
RICH

DREW

This official copy issued on 29 April 2025 shows the state of this title plan on 30 May 2024 at 12:26:30.
It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not be the same as measurements taken from the original map or from points on the ground.
This title is dealt with by HM Land Registry, Durham Office.

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Revisions:	Drawn / Chkd:	Date:
P1 Draft - Planning Issue for Approval	DF/MAS	24/02/2021
P2 Planning Issue	MAS	29/03/2021



Site Location Plan
1 : 1250

CHRISTOPHER G. MARTIN

RICH ANDREW

SITE LEGEND

- Approximate application boundary
Ordnance Survey MasterMap Data
purchased under 12 month license
from Promap (OS Partner license
100022432) 24/02/2021.
- Land adjacent within the
applicants ownership

Client:

HARGREAVES

Project:

WATERLOO PARK
WATERLOOVILLE

LDA 

24 Church St. West,
Woking, Surrey,
GU21 6HT

01483 494 350

lda@ldaarchitects.co.uk
www.ldaarchitects.co.uk

Drawing Title:

Drawing Title:
Site Location Plan

Scale @ A2 :

As indicated MAS 02/24/21

Job No :	Stage _ Drawing No :	Rev :
1618	PL_001	P2

Issue Status :

Construction ☐ Preliminary ☐
Information ☐ Approval ☒
Tender ☐

Architecture

- Planning
- Space Planning
- Interior Design

Offices

Woking

LDA CHARTERED ARCHITECTS

10/05/2021 10:56:52



38/1488

5 Cash deposit and fees

- 5.1 The Cash Deposit ('Cash Deposit') in the sum of ninety three thousand eight hundred and seventy four pounds fifty seven pence (£93,874.57) shall be paid by the Developer to the County Council on the date hereof and returned to the Developer in phases with 70% being returned on the issue of the Certificate of Completion ('Certificate of Completion') with a minimum of ten thousand pounds (£10,000) retained and the remaining balance being returned on the issue of the Certificate of Maintenance ('Certificate of Maintenance') together with any accrued interest. If the Developer fails at any time to carry out or observe any of the terms of this Agreement or a Default Event occurs (as set out in Schedule 2) the County Council shall initially use the Cash Deposit to fully reimburse the County Council in respect of any fees costs and expenses it has incurred further any fees costs and expenses incurred over and above the Cash Deposit limit shall be recoverable from the Developer and any costs monies fees due to the County Council shall be paid by the Developer within 21 days of written demand.

6 Indemnity and insurance

- 6.1 The Developer shall indemnify the County Council in respect of any third parties actions claims fees charges expenses proceedings or demands which may arise out of or in connection with or incidental to the carrying out of the Works and until the County Council assumes responsibility for the Works following issue of the Certificate of Maintenance
- 6.2 The Developer shall also indemnify the County Council in respect of all costs associated with its responsibilities and all claims under the Land Compensation Act 1973 and regulations made thereunder (including claims the County Council determine should be met under the Noise Insulation Regulations 1975) arising out of the use of the Works.
- 6.3 The Developer shall be insured against public liability risks for a sum of at least £10 million in respect of any one claim and shall ensure that any person or persons carrying out the Works on its behalf is similarly insured against public liability risks and a copy of the insurance policy and receipts for the premiums paid shall on request by the County Council be produced for inspection.

7 Dedication

- 7.1 The Developer hereby dedicates the land shown coloured orange on drawing 000-BPC-WD-ZZ-D-C 100.2 Rev C attached hereto ('the Orange Land') as public highway such dedication to take effect from the issue of the Certificate of Completion provided that on default by the Developer of any of the terms of this Agreement the County Council shall have the right to enter on the Orange Land and any of the Owner's adjoining land to complete the Works and in this case the dedication shall be effective from the date of such entry.

8 Construction of the Works

- 8.1 The Developer shall minimise obstruction to vehicle and pedestrian traffic and sign and guard the Works in accordance with chapter 8 (Parts 1 and 2) of the Traffic Signs Manual 2009 and chapter 8 (Part 3) of the Traffic Signs Manual 2016 as modified extended amended supplemented or revised including any replacement thereof.
- 8.2 The Developer shall provide a traffic management plan if required by the County Council.
- 8.3 The Developer shall not interfere with any drain, culvert, gully, bridge, wall or other highway structure without the consent of the County Council and shall not close any part of the highway unless the County Council has agreed previously.
- 8.4 The Developer shall carry out the Works as contractor for the County Council in a good and workman like manner and in accordance with the Drawings and any agreed specification within the period specified and to the satisfaction of the County Council. The Developer shall comply with all relevant legislation.
- 8.5 The Developer shall during the carrying out of the Works give access at any time to the County Council and any authorised officer for the purposes of inspections.

9 Completion of the Works

- 9.1 The Developer shall notify the County Council of completion of the Works and if these have been completed to the County Council's satisfaction, a Certificate of Completion shall be issued and from that date the maintenance period ('Maintenance Period') of at least 12 calendar months

shall commence during which time the Developer shall be responsible for the correction of any defects and maintaining the Works.

10 Prior to issue of Certificate of Completion

10.1 Prior to issue of the Certificate of Completion the Developer shall ensure all outstanding fees have been paid including design check fees, project management and inspection and further provide to the County Council all necessary drawings, health and safety certificates, street lighting certificates, site road safety audits, CCTV Drain Survey, and any other documentation the County Council requires.

11 Completion of Maintenance Period

11.1 On completion of the Maintenance Period, the Developer shall notify the County Council who shall re-inspect and notify the Developer of any required remedial works. Once these have been carried out to the County Council's satisfaction and all outstanding fees have been paid including design check fees, project management and inspection the County Council shall issue a Certificate of Maintenance and from that time the County Council shall assume responsibility for maintenance of the Works

12 Payments due

12.1 Where any payment due to the County Council under this Agreement is outstanding the Developer covenants with the County Council that the Developer shall pay all outstanding payments to the County Council within ten working days of the County Council's written demand ('the Demand') as well as the interest at a rate of 4% per annum above the base lending rate of the HSBC at the date of the Demand on the sum outstanding from the due date under this Agreement until the actual date of payment to the County Council.

13 General

13.1 In no event shall any delay, neglect or forbearance on the part of the County Council in enforcing (in whole or in part) any provision of this Agreement be or be deemed to be a waiver of that provision or any other provision or shall in any way prejudice the right of that party under this Agreement.

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

13.3 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.

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

Executed as a Deed by affixing the
Common Seal of **Hampshire**
County Council in the presence of



Authorised Signatory
Name **ANDREA ST JOHN**
Position **PROTECT LEGAL ADVISER**

Executed as a Deed by
Hargreaves Properties Ltd

in the presence of

Director
Director/Secretary

HARD R. ANDRE

Executed as a Deed by
Brockhampton Land Company
in the presence of

Director
Director/Secretary

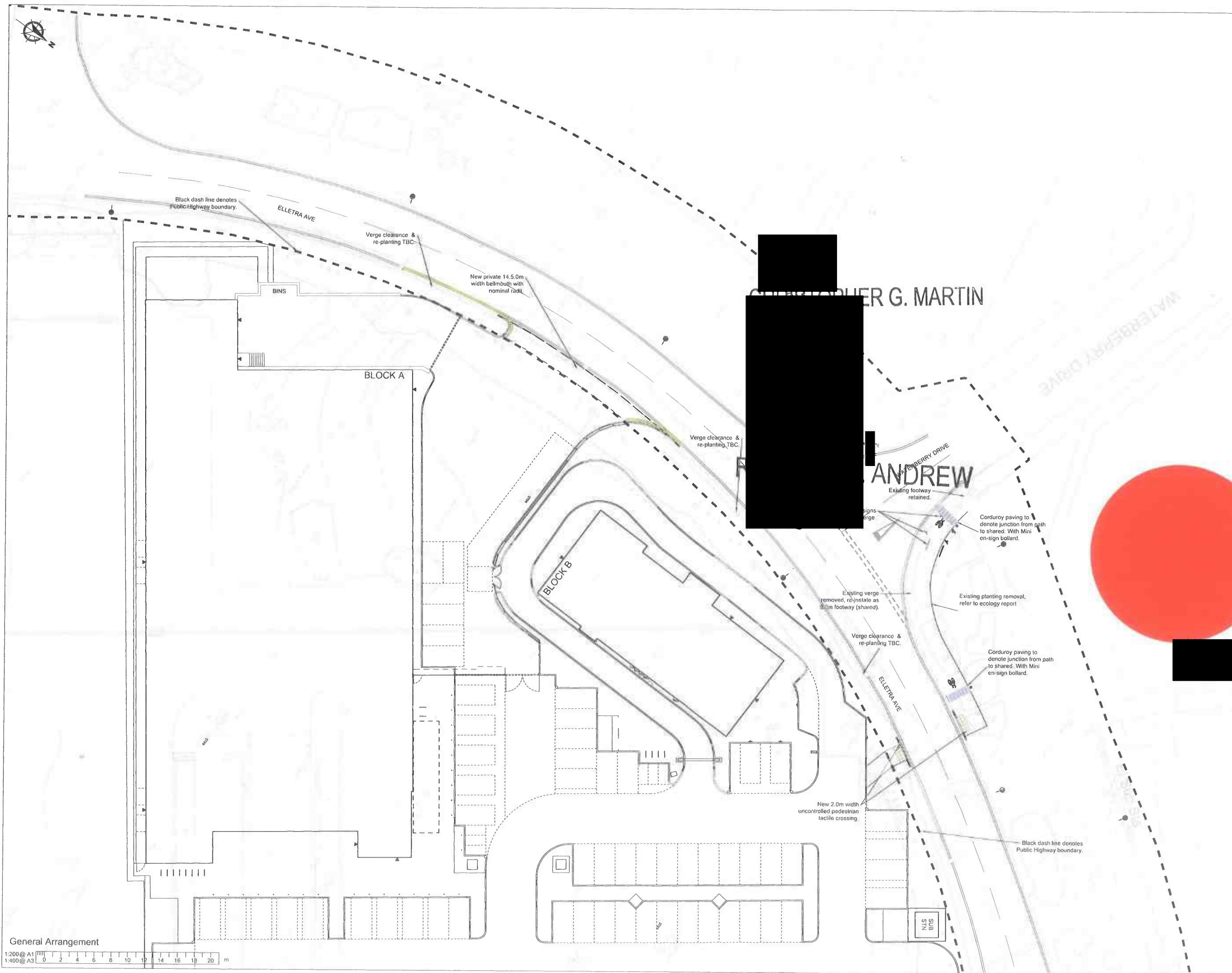
HARD R. ANDRE

Schedule 1 – The Works

The Works shown on Drawing/s 000-BPC-WD-ZZ-D-C002.1B & 000-BPC-WD-ZZ-D-C002.2E & 000-BPC-WD-ZZ-D-C100.1B & 000-BPC-WD-ZZ-D-C100.2C attached hereto shall comprise:

- Shared footpath/shared cycleway improvements and crossings and related kerb alterations;
- Yard access to serve new development new development to the south of Elettra Avenue.

together with such reasonably associated and required ancillary works within the area identified as 'S278 works within the existing public highway boundary' on the Section 278/38 Plan (Sheet 1 & 2) 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 the County Council's Technical Guidance is amended after the date of this Agreement the County Council shall be at liberty to review the Works and require any amendments deemed necessary to ensure that the Works comply with the revised standards and advice

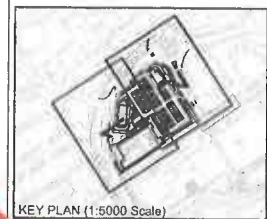


NOTES

1. This drawing is to be read in conjunction with all other BP Civils drawings and with all relevant Architects and Engineer's drawings and specifications. Any discrepancies found are to be reported immediately to the Engineer.
2. BP Civils accepts no responsibility for inaccuracies in data provided by third parties such as topographic surveys or Ordnance Survey mapping.
3. Do not scale work to figured dimensions only. All dimensions are in millimetres unless noted otherwise and all levels are in metres from the topographic datum.
4. Any information given regarding existing underground services is given in good faith after consultation with the relevant authority, however accuracy is not certain. The main contractor is responsible for checking all information on site prior to work commencing and taking out care while undertaking the works.
5. All dimensions to be checked on site. All details and dimensions relating to sub-contractors work must be checked and agreed between the sub-contractor or supplier and the general contractor.
6. The electronic information from this drawing cannot be guaranteed as dimensionally drawn exact. Figure dimensions must be used for setting out and detailing. BP Civils logos and company information must be removed from copies if information is re-used.
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RESIDUAL HAZARDS

- In addition to the hazards normally associated with the type of work detailed on this drawing, note the following:
1. Buried services: Contractor to refer to record drawings and use CAT to locate existing services and undertake necessary precautions and investigations prior to excavating.
 2. Working in live traffic: Contractor to ensure traffic management is designed, erected and maintained to protect the workforce and the public. Contractor to undertake necessary precautions and ensure suitable traffic management is in place prior to commencement.
 3. Erection close to existing structures: Contractor to prepare method statements to ensure stability of existing structure.
- It is assumed that all works will be carried out by a competent contractor working, where appropriate, to an approved risk assessment and method statement.

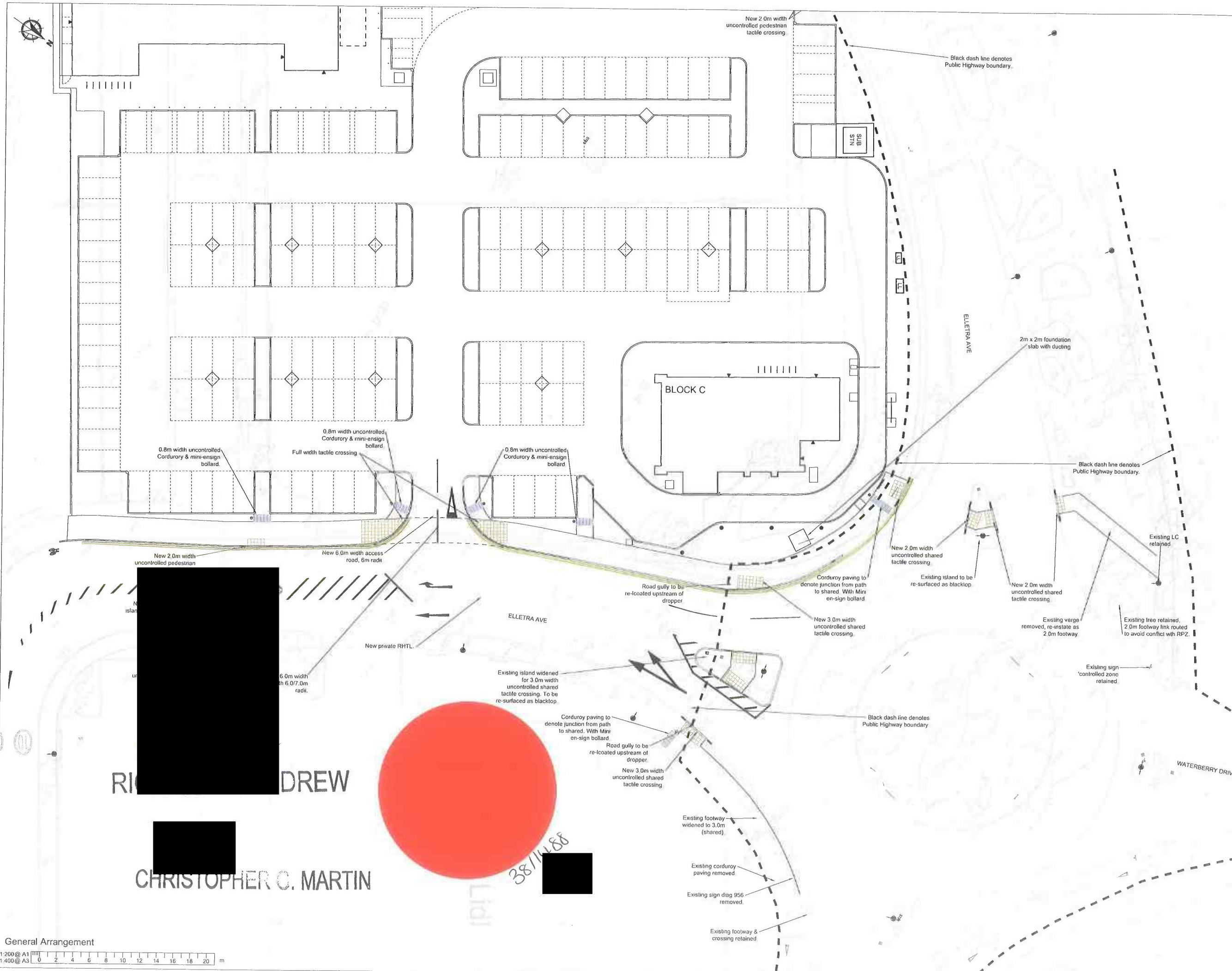


KEY PLAN (1:5000 Scale)

Rev	Date	Amendments
B	16.07.25	Footway links updated for RPZ
A	21.05.25	General update
-	14.02.25	Original Issue



Drawing Status	FOR APPROVAL NOT FOR CONSTRUCTION		
Client	Hargreaves Properties Ltd. S278		
Project	Waterlooville, Havant, PO7 7XW (Phase 2)		
Drawing Title	General Arrangement Sht 1 of 2		
Scale	A1 1:200	Date Jan. 25	Drawn By SPB
		Checked By MJA	Project No. 02330.01
Drawing Code	000-BPC-WD-ZZ-D-C	Drawing No.	002.1
		Rev	B

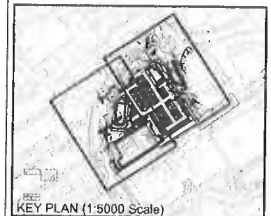


NOTES

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RESIDUAL HAZARDS

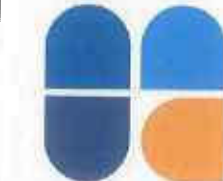
- In addition to the hazards/risks normally associated with the type of work detailed on this drawing, note the following:
- Public services: Contractor to refer to record drawings and use CAT to locate existing services and undertake necessary precautions and investigation prior to excavating.
 - Working in live traffic: Contractor to ensure traffic management is designed, erected and maintained to protect the work area and the public. Contractor to undertake necessary precautions and ensure suitable traffic management is in place prior to commencement.
 - Excavations close to existing structures: Contractor to prepare method statement to ensure stability of existing structure.
- It is assumed that all works will be carried out by a competent contractor working, where appropriate, to an approved risk assessment and method statement.



KEY PLAN (1:5000 Scale)

Rev	Date	Amendments
E	27.10.25	Boundary extents revised
D	16.07.25	Footway links updated for RPZ
C	21.05.25	General update
B	14.02.25	S278 design update
A	23.01.25	Access road updated
-	14.01.25	Original issue

Rev	Date	Amendments
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Infrastructure Design and Transport Planning Consultants
2 West Barn, Norton Lane, Chichester, West Sussex PO20 3AF
Tel: 01243 210418
www.bpcivils.co.uk enquiries@bpcivils.co.uk

Drawing Status	FOR APPROVAL NOT FOR CONSTRUCTION	
Client	Hargreaves Properties Ltd. S278	
Project	Waterlooville, Havant, PO7 7XW (Phase 2)	
Drawing Title	General Arrangement Sht 2 of 2	
Scale at A1	Date	Drawn By
1:200	Jan. '25	SPB
1:400 @ A3		MJA
Drawing Code	Drawing No	Rev
000-BPC-WD-ZZ-D-C	002.2	E



-LAND BOUNDARY KEY-

- Site Boundary/Ownership
- Public Highway Boundary/Jurisdiction (Hampshire County Council)
- S278 works within existing Public Highway boundary
- AREA TO BE COME ADOPTED BY DEED OF DEDICATION

LANDSCAPING & BOUNDARY TREATMENTS
NO TREES, PLANTING, FENCE OR WALL TO EXCEED 600mm IN HEIGHT WITHIN VISIBILITY & INTER-VISIBILITY AREAS.

STREET LIGHTING
NOT APPLICABLE.

ROAD MARKINGS
REFER TO DRAWINGS.

SIGNAGE
REFER TO DRAWINGS.

DRAINAGE & SERVICES
REFER TO DRAWINGS.

- NOTES**
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- RESIDUAL HAZARDS**
- In addition to the hazards normally associated with the type of work detailed on this drawing, note the following:
- Rural services. Contractor to refer to record drawings and use CAT to locate existing services and undertake necessary precautions and investigations prior to excavation.
 - Working in live traffic. Contractor to ensure traffic management is designed, erected and maintained to protect the workforce and the public. Contractor to undertake necessary precautions and ensure suitable traffic management is in place prior to commencement.
 - Excavations close to existing structures. Contractor to prepare method statement to ensure stability of existing structure.
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KEY PLAN (1:5000 scale)

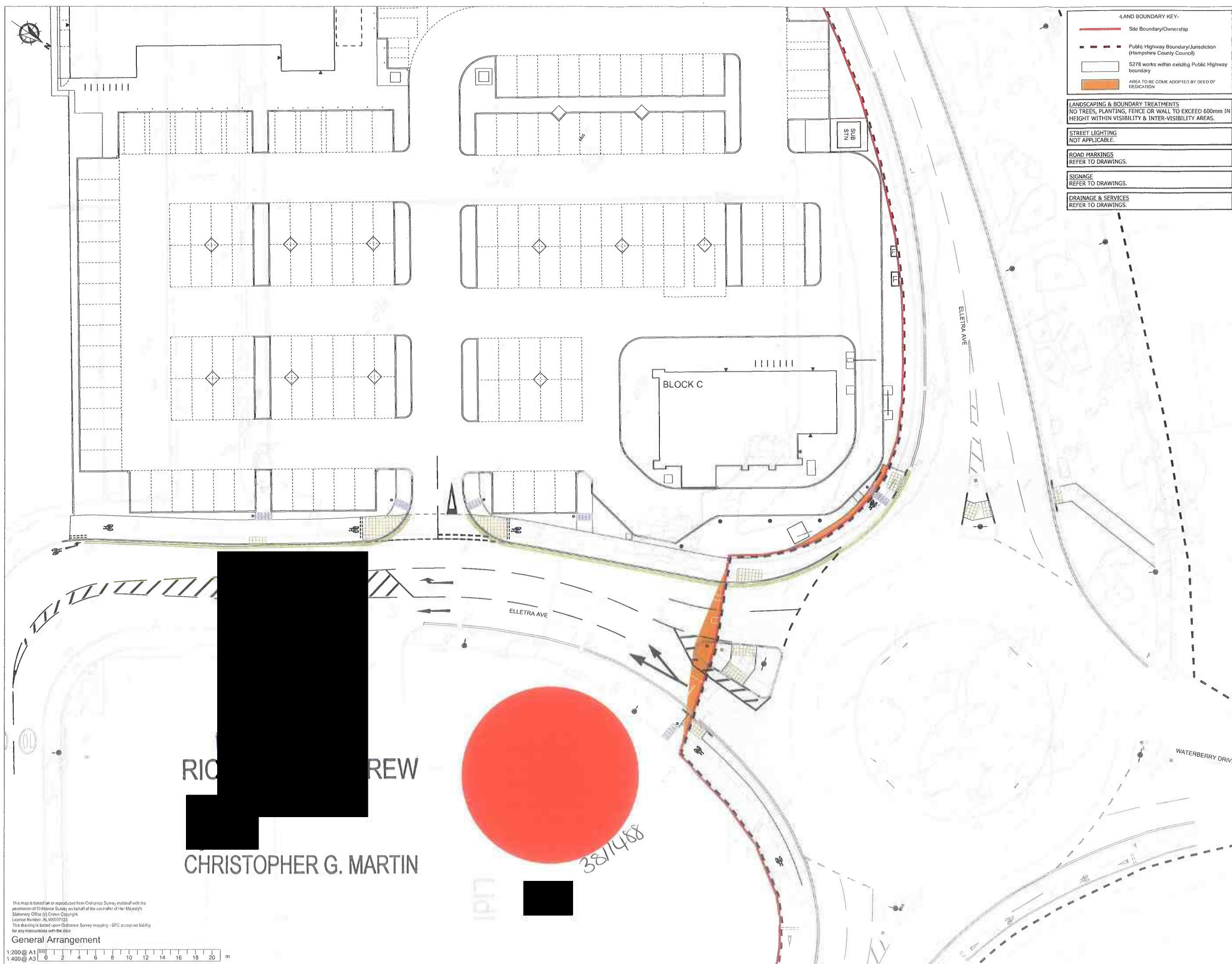
DESIGN SPEED = 30MPH

Rev	Date	Amendments
B	16.07.25	Footway laid updated for RPZ
A	21.05.25	General update
-	20.02.25	Original Issue

BP CIVILS

Infrastructure Design and Transport Planning Consultants
2 West Ham, Norton Lane, Chichester, West Sussex PO20 3AF
Tel: 01243 204118
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Drawing Status	FOR APPROVAL NOT FOR CONSTRUCTION		
Client	Hargreaves Properties Ltd. S278		
Project	Waterlooville, Havant, PO7 7XW (Phase 2)		
Drawing Title	S278/38 Agreement Plan (inc Dedicated Land) Sht 1 of 2		
Scale at A1	Date	Drawn By	Checked By
1:200	Jan '25	SPB	MJA
Drawing Code	000-BPC-WD-ZZ-D-C	Drawing No	100.1
Rev	B		



-LAND BOUNDARY KEY-

- Site Boundary/Ownership
- Public Highway Boundary/Jurisdiction (Hampshire County Council)
- S278 works within existing Public Highway boundary
- AREA TO BE COME ADOPTED BY DEED OF DEDICATION

LANDSCAPING & BOUNDARY TREATMENTS
NO TREES, PLANTING, FENCE OR WALL TO EXCEED 600mm IN HEIGHT WITHIN VISIBILITY & INTER-VISIBILITY AREAS.

STREET LIGHTING
NOT APPLICABLE.

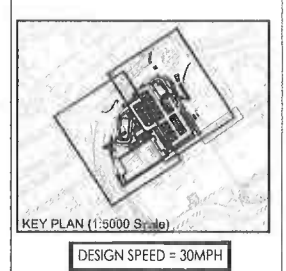
ROAD MARKINGS
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SIGNAGE
REFER TO DRAWINGS.

DRAINAGE & SERVICES
REFER TO DRAWINGS.

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- RESIDUAL HAZARDS**
- In addition to the hazards normally associated with the type of work detailed on this drawing, note the following:
- Barred services: Contractor to refer to record drawings and use CAT to locate existing services and undertake necessary precautions and investigation prior to excavation.
 - Working in live traffic: Contractor to ensure traffic management is designed, erected and maintained to protect the work area and the public. Contractor to undertake necessary precautions and ensure suitable traffic management is in place prior to commencement.
 - Excavations close to existing structures: Contractor to prepare method statement to ensure stability of existing structure.
- It is assumed that all works will be carried out by a competent contractor working where appropriate in an approved risk assessment and method statement.



Rev	Date	Amendments
C	09.09.25	Highway boundary & dedicated strip updated
B	16.07.25	Footway links updated for RPZ
A	21.05.25	General update
-	20.01.25	Original Issue

BP CIVILS

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Tel: 01243 210418
www.bpcivils.co.uk enquiries@bpcivils.co.uk

Drawing Status	FOR APPROVAL NOT FOR CONSTRUCTION
Client	Hargreaves Properties Ltd. S278
Project	Waterlooville, Havant, PO7 7XW (Phase 2)
Drawing Title	S278/38 Agreement Plan (inc Dedicated Land) Sht 2 of 2
Scale at A1	1:200
Date	Jan '25
Drawn By	SPB
Checked By	MJA
Project No	D2330.01
Drawing Code	000-BPC-WD-ZZ-D-C
Drawing No	100.2
Rev	C

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General Arrangement

1:200 @ A1
1:400 @ A3

0 2 4 6 8 10 12 14 16 18 20 m

RIC [REDACTED] REW
CHRISTOPHER G. MARTIN

38/1488

Schedule 2 – Default Event

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

1 Corporation:

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

2 An individual:

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