

DATED 8 FEBRUARY 2019

HAMPSHIRE COUNTY COUNCIL

- and -

CHURCHILL RETIREMENT LIVING LIMITED

Minor Works Agreement for Highway Works at Chantry Lodge, Andover –
pursuant to (inter alia) S.278 Highways Act 1980

HCC Legal File Ref: 123384\CCA

HCC Dev.Con.File Ref: 6/3/4/285

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

DATED 9 DAY OF FEBRUARY 2019

SECTION 278 MINOR WORKS AGREEMENT

Parties:

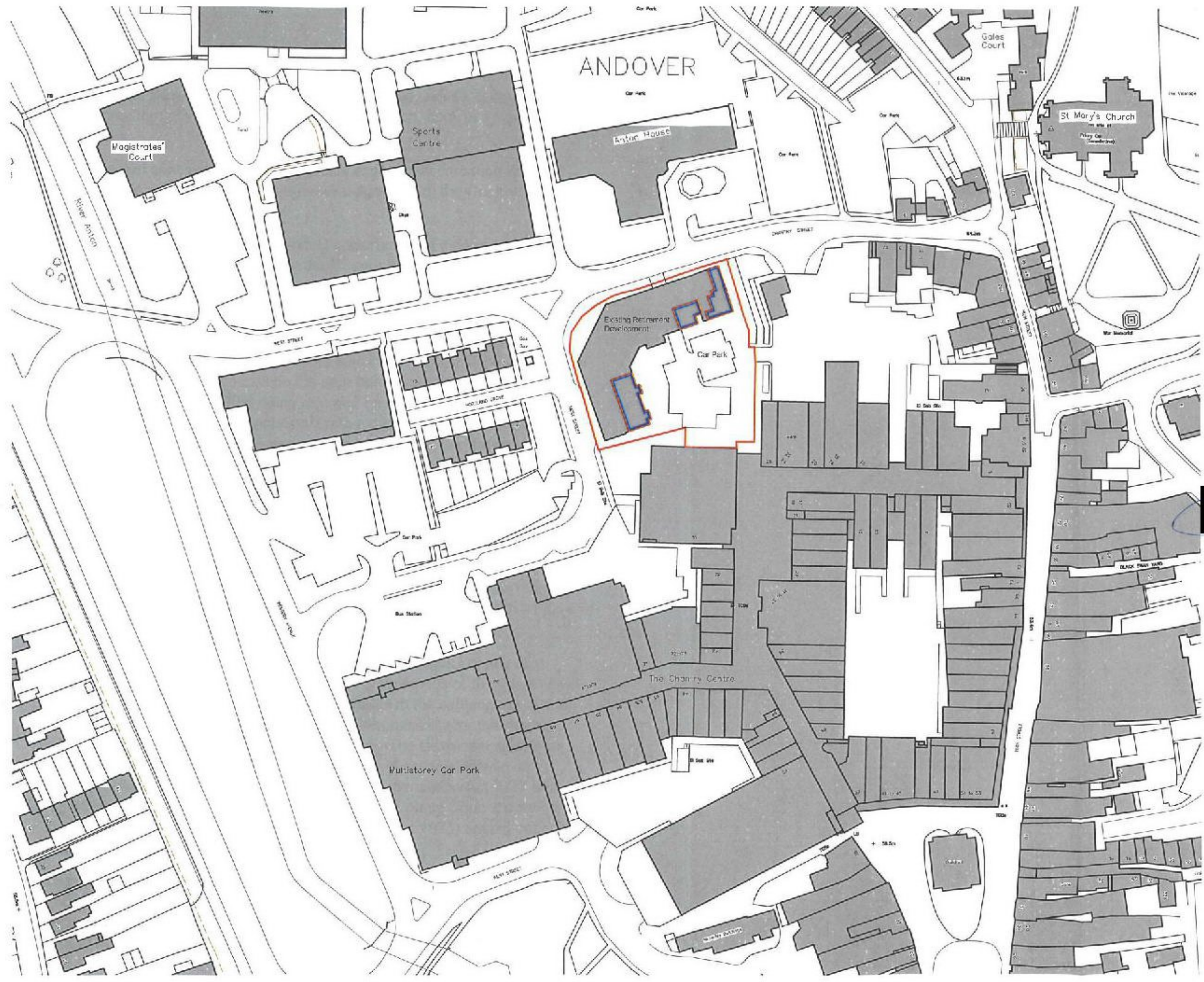
1. **Hampshire County Council** of The Castle Winchester SO23 8UJ ("the County Council")
 2. **CHURCHILL RETIREMENT LIVING LIMITED** (Company registration number: 06260373) of Churchill House, Parkside, Ringwood, Hampshire BH24 3SG ("the Developer")
- A. HAVE AGREED that highway works comprising the removal of existing layby and formation of new footpath and replacement kerb line ("the Works") as identified on drawing number 135.5008.002 ("the Drawing" – attached hereto) required pursuant to planning permission 18/00481/FULLN granted by Test Valley Borough Council ("the Planning Permission") 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.
- B. 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.
- C. The Developer is the registered proprietor of the leasehold land shown edged red ("the Land") on drawing 10055AV-P17-01 (attached hereto) under title number HP805204 and agrees that the Works are for the benefit of the Land.

TERMS AND CONDITIONS

Prior to construction of the Works

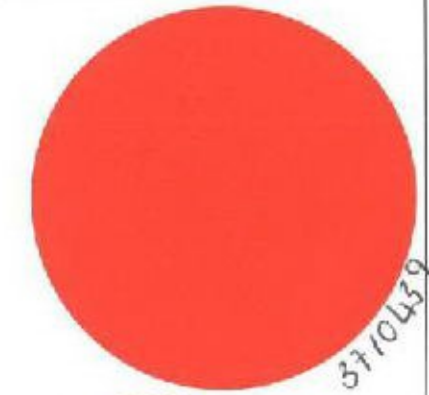
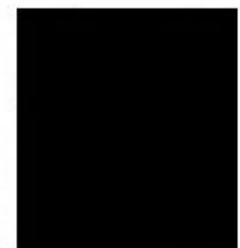
1. The Developer shall obtain prior approval for proposed dates to work on the highway from the County Council and comply with any statutory notices and notice periods. Unless otherwise agreed in writing the Developer shall give the County Council 3 months written notice of its intention to commence work on the highway and complete the Works within a period of one month, using a contractor the County Council (acting reasonably) deems to be appropriately qualified.
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

PLANNING SITE VISIT ANDOVER RETAIL CONVERSION APPLICATION 7-01 - LOCATION PLAN



REVISIONS

No.	Date	By



planningissues
TOWN PLANNING AND ARCHITECTURAL DESIGN
Dermot McCarthy RIBA
200 West Beach Road
Salthouse Lane, Farnham
Surrey GU14 7JG
Telephone: 01423 432 07
Fax: 01423 432 01
Email: info@planningissues.co.uk

Client
Churchill Retirement Living

Project File
Proposed Sheltered Housing
Charney School
ANDOVER
SP10 1DE

Drawing Title
LOCATION PLAN

Scale: 1:250 @ A3 Date: 22.11.2017
Drawn: M11 Checked: GRC
Drawing No: 10055AV - P17 - 01

NOT DATE: 21 December 2017

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.

3. The Developer shall not carry out any works except in accordance with the Drawing/s approved above unless otherwise agreed with the County Council in writing.
4. The Developer shall prior to commencing construction of the Works pay all current outstanding costs incurred by the County Council in relation to design check fees, project management and inspection, legal fees, and costs in respect of approval of the design and certification of street lighting and illuminated equipment by the County Council's PFI provider.
5. The Cash Deposit ("Cash Deposit") in the sum of £11,632 shall be paid by the Developer to the County Council on the date hereof and returned to the Developer in phases with 50% being returned on the issue of the Certificate of Completion ("Certificate of Completion") with a minimum of £5,000 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 becomes bankrupt or goes into liquidation or enters liquidation 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. 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

Construction of the Works

8. 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.
9. The Developer shall provide a traffic management plan if required by the County Council.
10. 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.
11. The Developer shall carry out the Works as agent 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.
12. The Developer shall, during the carrying out of the Works, give access to the Works at any reasonable time to the County Council and any authorised officer for the purposes of inspections.

Completion of the Works

13. 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 12 calendar months shall commence during which time the Developer shall be responsible for the correction of any defects and maintaining the Works.
14. 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 (acting reasonably) requires.
15. 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.

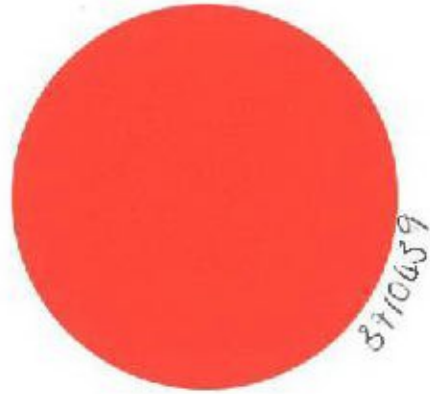
16. Where any payment due to the County Council under this Agreement is outstanding the Developer covenants with the County Council that the Developer shall pay all outstanding payments to the County Council within ten working days of the County Council's written demand ("the demand") as well as the 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.
17. 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.
18. This Agreement shall be registered as a Local Land Charge by the County Council.

IN WITNESS whereof the parties hereto have executed this Agreement 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



EXECUTED as a DEED by)
CHURCHILL RETIREMENT)
LIVING LIMITED)
in the presence of:-)

Director



Director/Secretary