

DATED 21 NOVEMBER 2024

HAMPSHIRE COUNTY COUNCIL

- and -

HIGHWOOD CONSTRUCTION LIMITED

- and -

OHF 31 LIMITED

Section 278 Minor Works Agreement for Highway Works for
**Proposed New Care Home, Moorhill Road,
West End, Southampton, SO30 3AY**
pursuant to (inter alia) S.278 Highways Act 1980

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HAMPSHIRE COUNTY COUNCIL

SECTION 278 MINOR WORK AGREEMENT

Date: 21 NOVEMBER 2024

PARTIES:

- 1 **Hampshire County Council** of The Castle Winchester SO23 8UJ ("the County Council")
- 2 **Highwood Construction Limited** (Company Registration number 05080117) whose registered office is situated at The Hay Barn Upper Ashfield Farm, Hoe Lane, Romsey, Hampshire, SO51 9NJ ("the Developer")
- 3 **OHF 31 Limited** (Company Registration number OE029396) whose registered office is situated at ~~Ground Floor Cambridge House, Le Truchot, St Peter Port, Guernsey, GY1 1WD~~ ^{SH FOOTED LLP} PO BOX 60, fourth floor, Plaza Howe, Admiral Park, St Peter Port, Guernsey GY1 4BF ("the Owner")

WHEREAS

- A. THE PARTIES HAVE AGREED that highway works comprising the provision of widening and improvement of existing bellmouth entrance, including resurfacing of the bellmouth and installation of a new footway and dropped crossing, and removal of a tree ("the Works") as identified on general arrangement drawing number 024.5050-0100 Rev P06 and the Land plan number 024.5050-0101 Rev P02 ("the Drawings" – all attached hereto) required pursuant to planning permission F/22/94034 granted by Eastleigh 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 Owner is the registered proprietor of the land shown edged red ("the Land") on Site Location plan number 3127-HIA-XX-ZZ-DR-A-0110 Rev P2 attached hereto under title numbers HP204669, HP870864 and HP874400 and agrees that the Works are for the benefit of the Land.

NOW THIS DEED OF AGREEMENT WITNESSETH as follows:

1. This Deed of Agreement is made pursuant to Section 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

Prior to construction of the Works

2. 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 three weeks, using a contractor the County Council (acting reasonably) deems to be appropriately qualified.
3. 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. The Developer shall not carry out any works except in accordance with the Drawings approved above.
5. The Developer shall on completion of the Agreement pay the County Council the sum of £1,502.00 (one thousand five hundred and two Pounds) ("**the Tree Compensation Sum**") by way of compensation for the removal of the highway trees ("**Trees**") as stated in ARBORICULTURAL REPORT and CAPITAL ASSET VALUE FOR AMENITY TREES (CAVAT) Report dated November 2023 and ARBORICULTURE METHOD STATEMENT dated October 2023.
6. 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.

7. The Cash Deposit ("**Cash Deposit**") in the sum of twenty nine thousand one hundred and ten Pounds and twenty nine Pence (£29,110.29) 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 FIVE THOUSAND POUNDS (£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 a Default Event occurs (as set out in the Schedule) 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.
8. Prior to the issue of the Certificate of Completion the Developer will pay to the County Council a sum to be determined by the County Council's arboriculturalist the value of which will be the CAVAT assessment value for the loss or damage to any other highway trees not agreed for removal under this agreement as well as for the anticipated future loss to the canopy volume of the highway trees as a result of the Works (AND FOR THE AVOIDANCE OF DOUBT this shall not include the Trees)
9. The Developer shall indemnify the Owner and 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.

10. The Developer shall be insured against public liability risks for a sum of at least £10 million in respect of any one claim and shall ensure that any person or persons carrying out the Works on its behalf is similarly insured against public liability risks and a copy of the insurance policy and receipts for the premiums paid should be included with this application.

Construction of the Works

11. 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.
12. The Developer shall provide a traffic management plan if required by the County Council.
13. 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.
14. 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.
15. The Developer shall, during the carrying out of the Works, give access at any time to the County Council and any authorised officer for the purposes of inspections.

Completion of the Works

16. 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.
17. 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.

18. 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.
19. 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.
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. CHOICE OF LAW AND JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the exclusive jurisdiction of the courts of England.

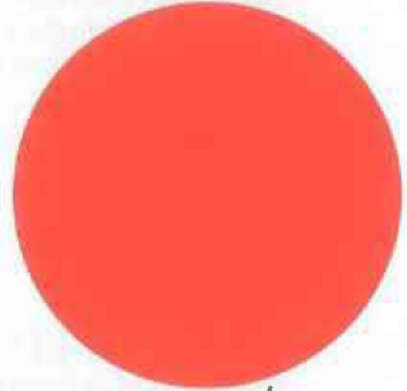
IN WITNESS whereof the parties hereto have executed this Agreement as a
Deed delivered the day and year first before written

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

[REDACTED]

SARAH HUCKFIELD Authorised Signatory

Name of Signatory



38/0001

EXECUTED as a DEED by
HIGHWOOD CONSTRUCTION LIMITED
in the presence of:-

Director

[REDACTED]

Director/Secretary

[REDACTED]

EXECUTED as a deed by **OHF 31 LIMITED**, a company incorporated in Guernsey, acting by **Lihou (Guernsey) Limited and Goddard (Guernsey) Limited**, who, in accordance with the laws of that territory, are acting under the authority of the company

Signature in the name of the company
OHF 31 LIMITED

Lihou (Guernsey) Limited is incorporated in Guernsey and is acting by MATTHEW BREHAUT who, in accordance with the laws of that territory, is acting under the authority of Lihou (Guernsey) Limited

Signature in the name of the company
LIHOU (GUERNSEY) LIMITED
as corporate director to
OHF 31 Limited

Signature of authorised signatory of Lihou (Guernsey) Limited



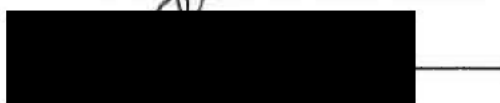
Name of authorised signatory

MATTHEW BREHAUT

Goddard (Guernsey) Limited is incorporated in Guernsey and is acting by GARETH SUMM who, in accordance with the laws of that territory, is acting under the authority of Goddard (Guernsey) Limited

Signature in the name of the company
GODDARD (GUERNSEY) LIMITED
as corporate director to
OHF 31 Limited

Signature of authorised signatory of Goddard (Guernsey) Limited



Name of authorised signatory

GARETH SUMM

Schedule

Default Event shall mean any of the following events or occurrences:

- (a) where the Developer is a corporation:
 - (i) 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
 - (ii) 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
 - (iii) an application is made for an administration order in relation to the Developer; or
 - (iv) 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
 - (v) a receiver or manager is appointed in relation to any property or income of the Developer; or
 - (vi) a liquidator is appointed in respect of the Developer; or
 - (vii) 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
 - (viii) a petition is made for a winding-up order for the Developer; or
 - (ix) the Developer is struck-off from the Register of Companies; or
 - (x) the Developer otherwise ceases to exist.

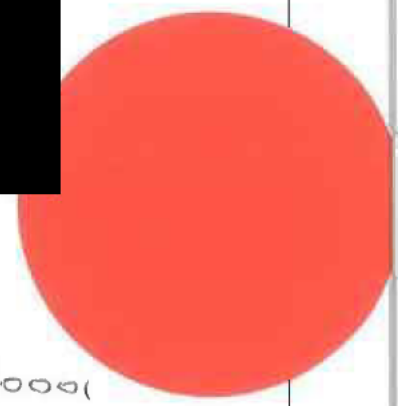
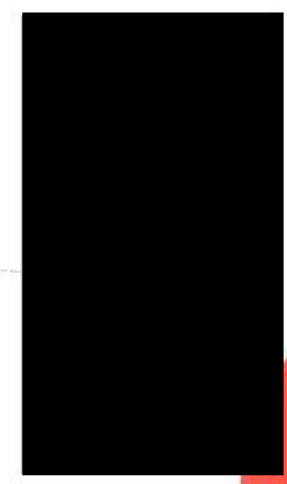
NOTES
 Drawn from the survey
 All dimensions are to be taken from the centre of the road
 This drawing is to be used in conjunction with the other drawings of the site
 The copyright of this drawing rests with the architect and is not to be copied or reproduced without the written consent of the architect

MGB

SH

TELEGRAPH WOODS

Red thick line denotes Care Home Site Boundary



SH

25/0001

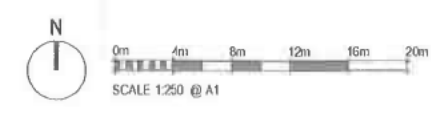
Red thin lines denote 'U' Trees Category

RESERVOIR

RESERVOIR

MOORHILL ROAD

1 0110 Existing Site Plan
 1 : 250



PT	05/03/21	Update Boundary	MS	90
PT	13/03/21	For Planning	MS	90
Rev	Date	Description	Drawn By	Checked By

HARRIS IRWIN architects
 101/102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 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SITE PLAN (SCALE 1:500)

LOCATION PLAN (SCALE 1:1250)

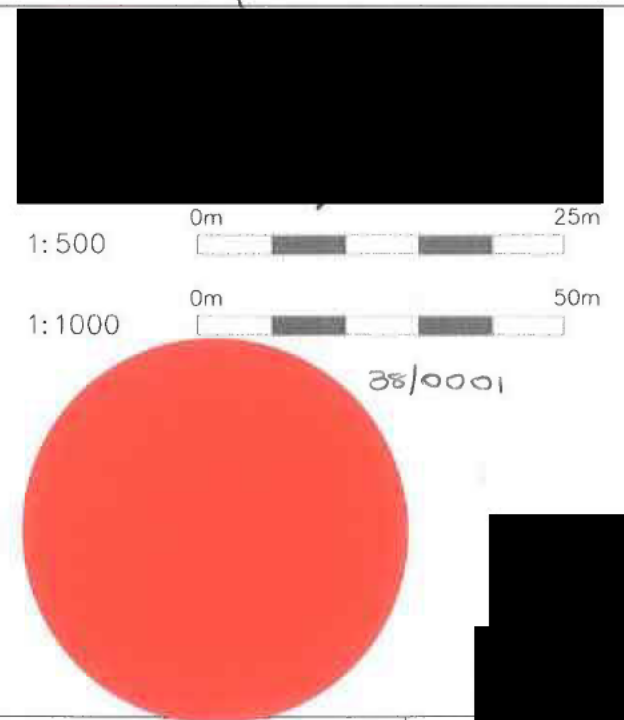
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S278 LAND PLAN KEY

- EXISTING HIGHWAY EXTENTS
- INDICATIVE SITE BOUNDARY
- VISIBILITY SPLAYS



Project Name	MOORHILL, MOORHILL ROAD WEST END
Project Phase	DETAILED DESIGN

Title	S278 LAND PLAN
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Client

HIGHWOOD

P02	AMENDED DRAWING		16.01.24	ER	COH
P01	FIRST ISSUE		16.10.23	EK	MS
Rev	Description		Date	By	App'd
Date Created		Drawn By	Approved By		Suitability Code
05.07.23		EK	RW		-
PBA Project Number			Scale		
024.5050			AS SHOWN (AT A3)		
PBA Drawing No:				Revision	
024.5050-0101				P02	

