

NOTICE OF MAKING PUBLIC PATH CREATION AGREEMENT

HIGHWAYS ACT 1980 SECTION 25

The Chester Nursery Public Path Creation Agreement 2016

St Albans, Hertfordshire

The above named Agreement made on 19 August 2016 under section 25 of the Highways Act 1980, has the effect of creating a public bridleway running through the forthcoming residential development at Chester Nursery, Smallford, St Albans from Oaklands Lane to Colney Heath 15 (point A to point F) as shown on the attached plan.

A public bridleway commencing at a junction with the adopted highway at Oaklands Lane (public road) at TL 1935 0784 (Point A on the Plan) running generally north east along both the grass verge and the south east side of the road for approximately 55 metres to TL 1940 0787 (Point B on the Plan). Then continuing generally north east along the road for approximately 20 metres to TL 1941 0788 (Point C on the Plan). Then continuing generally north east along the private vehicular access route for approximately 90 metres to join a track at TL 1949 0792 (Point D on the Plan). Then generally south east along the track for approximately 40 metres to TL 1953 0792 (Point E on the Plan). Then generally north east for approximately 95 metres to a junction with Colney Heath 15 at TL 1961 0796 (Point F on the Plan).

Under section 25 there is no right of objection and the Agreement has taken immediate effect.

31 August 2016

DATED 19th of August 2016

CREST NICHOLSON OPERATIONS LIMITED

and

HERTFORDSHIRE COUNTY COUNCIL

The Chester Nursery Public Path Creation Agreement 2016
pursuant to Section 25 of the Highways Act 1980
relating to a bridleway in the Parish of Colney Heath

Kathryn Pettitt, Chief Legal Officer
Hertfordshire County Council
Legal Services
County Hall
HERTFORD
Herts SG13 8DN

This Agreement is made the 19th day of August 2016

BETWEEN

- (1) **CREST NICHOLSON OPERATIONS LIMITED** (Company Registration No. 01168311 whose registered office is situated at CREST HOUSE, PYRCROFT ROAD, CHERTSEY, SURREY, KT16 9GN ("the Owner"))
- (2) **HERTFORDSHIRE COUNTY COUNCIL** of County Hall, Pegs Lane, Hertford, Hertfordshire SG13 8DN ("the County Council")

1. PRELIMINARY

- 1.1 The Owner is the registered proprietor of land at Chester Nursery, Oaklands Lane, Smallford, St Albans, Hertfordshire, AL4 0HS in the county of Hertfordshire which is registered at the Land Registry under title number HD542706 and which for the purposes of identification only is shown edged red on the Plan
- 1.3 The County Council is the highway authority for Hertfordshire.
- 1.4 The County Council has consulted with St Albans City and District Council Council and Colney Heath Parish Council in whose area the Bridleway is situated
- 1.5 The Owner is willing to dedicate the Bridleway for use by the public

2. DEFINITIONS

In this Agreement unless the context otherwise requires the following expressions shall have the following meanings attributed to them:

"the 1980 Act"	The Highways Act 1980
"the Certificate of Completion"	The certificate to be issued by the Director upon completion of the Works to the satisfaction of the Director
"Certificate of Maintenance"	The certificate issued by the Director under Clause 4.8 certifying that the Works have been maintained to the County Council's satisfaction and the Owner's obligation to maintain the Works have ceased
"the County Council"	Hertfordshire County Council and any successors to its statutory functions as local highway authority
"the Chief Legal Officer"	The County Council's Chief Legal Officer for the time being and her officers and agents
"the Director"	The County Council's Chief Executive and Director of Environment for the time being and his officers and agents
"the Bridleway"	The route labelled "bridleway to be dedicated" on the Plan depicted as a continuous line with cross bars at intervals which route runs between the points marked A , B, C, D, E and F on the Plan and is more particularly described in Part 1 and Part 2 of the Schedule
"the Land"	land at Chester Nursery, Oaklands Lane, Smallford, St Albans, Hertfordshire, AL4

OHS in the county of Hertfordshire which is registered at the Land Registry under title number HD542706 and which for the purposes of identification only is shown edged red on the Plan

“the Permission”

The planning permission with reference 5/12/2831 granted on Appeal (reference: APP/B1930/A/13/2199820)

“the Plan”

The plan marked “This Plan Forms Part of The Chester Nursery Public Path Creation Agreement 2016” forming part of this agreement and attached hereto

“the Schedule”

The schedule attached hereto

“the Specification”

The specification agreed in writing by the County Council and attached hereto

“the Works”

The construction of the Bridleway

2.2 In this Agreement where the context so admits the singular number shall include the plural number and the masculine and neutral genders shall include the feminine gender and vice-versa

2.3 Where a party includes more than one person any obligations of that party shall be joint and several

2.4 This Agreement is governed by and interpreted in accordance with the law of England and Wales

3. STATUTORY AUTHORITY AND EFFECT

3.1 This Agreement is made pursuant to the powers contained in section 25 of the 1980 Act and section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and all other powers enabling the County Council thereunto

4 NOW IT IS HEREBY AGREED BY THE PARTIES HERETO

- 4.1 The Owner for itself and its successors in title hereby unconditionally and irrevocably dedicates the Bridleway as public highway such dedication to take effect from the date of issue of the Certificate of Completion PROVIDED THAT on default by the Owner of any of the terms of this Agreement the County Council shall have the right to enter the Land and may at its discretion complete the Works and in this case dedication shall be effective from the date of such entry whether or not the County Council completes the Works as aforesaid
- 4.2 The County Council shall be deemed to have accepted the dedication of the Bridleway as public highway on the date of the issue of the Certificate of Completion which Bridleway shall be subject to the limitations set out in Part 2 of the Schedule and the Bridleway shall immediately and automatically from that date become and remain highway maintainable at public expense without the need for any further documentation or act by or on behalf of the County Council
- 4.3 The Owner shall carry out the Works prior to the occupation of the fourteenth open market dwelling to be constructed on the Land pursuant to the Planning Permission in a good and professional manner and with proper materials and in accordance with the Specification at its own expense and to the satisfaction of the County Council as evidenced by the issue of the Certificate of Completion by the Director
- 4.4 Following the issue of the Certificate of Completion the Owner shall make the Bridleway freely available at all times for use by the general public on foot on horseback and on bicycle
- 4.5 The Owner hereby indemnifies the County Council in respect of all actions claims demands 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 other than those arising under parts I and II of the Land Compensation Act 1973

- 4.6 The Owner shall without any prejudice to its liability in clause 4.5 above to indemnify the County Council be insured against public liability risks for a sum of at least TEN MILLION POUNDS (£10,000,000) in respect of any one claim and furthermore shall ensure that any person or persons carrying out the Works on its behalf is similarly insured against public liability risks and the Owner or any person authorised by it to carry out the Works shall on request by the County Council produce for inspection the relevant policies or insurance together with receipts for the premiums paid
- 4.7 The Owner shall maintain the Works to the reasonable satisfaction of the Director for a period of one year from the date of the issue of the Certificate of Completion and provided always that the Works have been fully maintained as aforesaid and that any defects appearing during the said one year period have been made good the Director shall thereupon issue the Certificate of Maintenance
- 4.8 The Owner shall on the date of this Agreement pay to the County Council the whole of the costs incurred by the Chief Legal Officer and the Director up to a maximum of Two Thousand Pounds (£2,000) in the preparation of this Agreement and in advertising this Agreement as required under the 1980 Act

THE SCHEDULE

Part 1

A public bridleway commencing at a junction with the adopted highway at Oaklands Lane (public road) at TL 1935 0784 (Point A on the Plan) running generally north east along both the grass verge and the south east side of the road for approximately 55 metres to TL 1940 0787 (Point B on the Plan). Then continuing generally north east along the road for approximately 20 metres to TL 1941 0788 (Point C on the Plan). Then continuing generally north east along the private vehicular access route for approximately 90 metres to join a track at TL 1949 0792 (Point D on the Plan). Then generally south east along the track for approximately 40 metres to TL 1953 0792 (Point E on the Plan). Then generally north east for approximately 95 metres to a junction with Colney Heath 15 at TL 1961 0796 (Point F on the Plan).

Width 6 metres

Part 2

Limitations: None

THE SPECIFICATION

A-B	6m in width comprising of 1.2 metres of soft verge and 4.8m of tarmacadam surface.
B-C	6m in width comprising of tarmacadam surface
C-D	6m in width comprising of block paving
D-E-F	6m in width comprising of 3m of amenity grassland and 3m of hogging with 3-6mm grit stone on top with timber edging.

Bank levelling, compacting and shrub clearance throughout



IN WITNESS WHEREOF the Owner and the County Council have hereunto executed this instrument as a Deed in the manner hereinafter appearing but not delivered until the date and year first above written

Executed as a deed by CREST NICHOLSON OPERATIONS LIMITED acting by ~~[a director and its secretary]~~ ~~[two directors]~~

Full name: KEVIN MAGUIRE
Signature: *[Handwritten Signature]*
~~Director/Company Secretary~~ ATTORNEY

WITNESS:

Full name: OLIVER KID
Signature: *[Handwritten Signature]*

Director ADDRESS: Crest Nicholson
Pycroft Road
Chertsey
Surrey
KT16 9GN

The Common Seal of
HERTFORDSHIRE
COUNTY COUNCIL
was hereunto affixed
in the presence of

[Handwritten Signature]

Full name: Head of
Signature: Commercial Law

~~Chief Legal Officer/Assistant Chief Legal Officer*~~

