HERTFORDSHIRE COUNTY COUNCIL

SECTION 106 DEED OF AGREEMENT

Date: 2024

PARTIES:

1. **HERTFORDSHIRE COUNTY COUNCIL** of County Hall Hertford Hertfordshire SG13 8DE ("the County Council")

2. **BRETT AGGREGATES LIMITED** (Co. Regn. No 316788) whose registered office is situate at Robert Brett House, Ashford Road, Canterbury, Kent CT4 7PP ("the Developer")

3. **ADVANCED RESEARCH CLUSTERS GP LIMITED** (Co. Regn. No 4233559) whose registered office is at 10th Floor, 5 Churchill Place, London E14 5HU ("the Owner")

WHEREAS

(1) The County Council is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situate and as such is the local planning authority entitled to enforce the planning obligations hereinafter recited

(2) The County Council is the Highway Authority the Surveying Authority and the Minerals and Waste Authority for Hertfordshire

(3) The Owner is the freehold owner of the whole of the Site

(4) The Developer has submitted the Planning Application to the County Council

(5) On 12 January 2024 the County Council refused to approve the Planning Application and the Developer has submitted the Appeal

(6) This Deed is entered into to make provision for regulating the Development and securing the matters hereinafter referred to which are required in order to enable the Development to go ahead

NOW THIS DEED WITNESSETH as follows:

OPERATIVE PART

1. DEFINITIONS

1.1 In this Deed the following expressions shall have the following meanings:-

"the 1990 Act" means the Town and Country Planning Act 1990 (as amended);

"**the 2000 Agreement**" means an agreement dated 29 December 2000 pursuant inter alia to Section 106 of the 1990 Act made between (1) Welwyn Hatfield District Council (2) the County Council (3) City and District of St Albans District Council (4) BAE Systems PLC (5) Arlington Property Developments Limited (6) The University of Hertfordshire Higher Education Corporation (7) Hatfield Business Park Limited as varied or amended from time to time

"Aftercare Period" means a period of five (5) years during which time the Owner and/or Developer is responsible for the care and management of the Site such 5 year period is to begin upon the issue of the relevant Bridleways Certificate of Completion for each Bridleway;

"Alternative Restoration Guarantee Bond" means a bond, the terms of which (including the amount) shall be approved by the County Council at the cost of the Developer, given by the Developer

to the County Council and secured by a financial institution to be approved in writing by the County Council

"Appeal" means the appeal lodged in respect of the refusal by the County Council to approve the Planning Application given the appeal reference APP/M1900/W/24/3346607by the Planning Inspectorate;

"Bridleway 1" means a bridleway between Points A and B and marked green on Plan 1 commencing at TL 2017 0879 (point A on Plan 1) continuing south south east to TL 2019 0870 (point E on Plan 1) before turning west then south west to TL 1958 0818 (point H on plan 1) then turning south then south east, looping around the south west site boundary, to TL 1981 0787 (point J on Plan 1) then continuing north east to TL 2055 0844 (Point B on Plan 1) for an approximate total distance of 2390 metres and to be no less than 5 metres in width;

"Bridleway 2" means a bridleway between Points C and D and marked yellow on Plan 1 commencing at TL 1941 0869 (point C on Plan 1) and continuing south east to TL 1971 0833 (Point D on Plan 1) for an approximate distance of 470 metres and to be no less than 5 metres in width;

"Bridleway 3" means a bridleway between Points E and F and marked orange on Plan 1 commencing at TL 2019 0870 (point E on Plan 1) and continuing south east to TL 2047 0843 (Point F on Plan 1) for an approximate distance of 395 metres and to be no less than 5 metres in width;

"Bridleway 4" means a bridleway between Points G and H and marked dark blue on Plan 1 commencing at TL 1954 0819 (point G on Plan 1) and continuing east to TL 1958 0818 (Point H on Plan 1) for an approximate distance of 30 metres and to be no less than 5 metres in width;

"Bridleway 5" means a bridleway between Points I and J and marked pink on Plan 1 commencing at TL 1973 0775 (point I on Plan 1) and continuing north east to TL 1981 0787 (Point J on Plan 1) for an approximate distance of 140 metres and to be no less than 5 metres in width;

"Bridleway 6" means a bridleway between Points K and L and marked purple on Plan 1 commencing at TL 1955 0804 (point K on Plan 1) and continuing north east to TL 1958 0805 (Point L on Plan 1) for an approximate distance of 25 metres and to be no less than 5 metres in width;

"Bridleway 7" means a bridleway between Points M and N and marked turquoise on Plan 1 commencing at TL 1961 0795 (point M on Plan 1) and continuing north east TL 1964 0797 (Point N on Plan 1) for an approximate distance of 30 metres and to be no less than 5 metres in width;

"Bridleway" means the Initial Bridleway, Bridleway 1, Bridleway 2, Bridleway 3, Bridleway 4, Bridleway 5, Bridleway 6 and/or Bridleway 7 and "Bridleways" shall be construed accordingly;

"Bridleways Certificate of Completion" means the certificate issued by the County Council certifying that the works for the provision of each Bridleway have been completed to the satisfaction of the County Council;

"Cash Deposit" means the sum of thirty thousand pounds (£30,000) index linked as provided in this Deed to be paid to the County Council;

"Certificate of Completion" means the certificate issued by the County Council certifying that the highway works to be carried out under a Section 278 Agreement have become highway

maintainable at public expense and the Developer's obligations to maintain those works have ceased;

"Certificate of Restoration" means the certificate issued by the County Council certifying that the works for the provision of Restoration have been completed to the satisfaction of the County Council;

"Chief Legal Officer" means the County Council's Chief Legal Officer for the time being and his officers and agents;

"Commencement Date" means the date on which any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and no other purpose) operations consisting of site clearance, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and the expressions "Commence" and "Commencement" shall be construed accordingly;

"Completion of Restoration" the date upon which the County Council issues the Certificate of Restoration

"Completion of the Development" the date upon which the Development has been completed in accordance with the terms of the Planning Permission

"Condition Survey" means a survey undertaken to assess the condition of Hatfield Road;

"Definitive Map" means the map prepared by the Surveying Authority which is the legal record of Public Rights of Way in Hertfordshire;

"Definitive Statement" means the statement which is the legal record that accompanies the Definitive Map and describes each Right of Way;

"Development" means the development of the Site for the establishment of a new quarry as set out in the Planning Application;

"Director" means the County Council's Director of Environment and Infrastructure for the time being and his agents and officers;

"**Ellenbrook Park**" has the meaning given to it under the 2000 Agreement

"Hatfield Road" means the part of the highway along Hatfield Road (A1057) between the Comet Way and Oaklands Lane junctions as shown edged red on Plan 2;

"HCC Rights of Way NMR Guide" means the County Council's document titled "Non-Motorised Routes: A Design Guide Countryside and Rights of Way Service" attached at Schedule 5 or such version as updated from time to time;

"Highway Authority" means Hertfordshire County Council in its capacity as the highway authority;

"Initial Bridleway" means a bridleway between Points A and O and marked Initial Bridleway in dark green on Plan 1 commencing at TL 2017 0879 (point A on Plan 1) and continuing north east, then south west to TL 1941 0869 (point C on Plan 1) then continuing

south west to TL 1924 0851 (point O on Plan 1) for an approximate distance of 1,398 metres and to be no less than 5 metres in width;

“Insolvency Event” means any one of the following:

(a) If the Developer is an individual or a firm – an online application to an adjudicator for a bankruptcy order or the presentation of a petition for the Developer’s bankruptcy; or the making of a criminal bankruptcy order against the Developer or any partner in the firm; or the Developer or any partner in the firm making a composition or arrangement for the benefit of creditors; or the making of a conveyance or assignment for the benefit of creditors; or the appointment of an administrator to manage the Developer’s or firm’s affairs;

(b) If the Developer is a company – the company passing a resolution for winding up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction); or the making of an application for, or any meeting of its members resolving to make an application for an administration order in relation to it; or the giving or filing of notice by any party of intention to appoint an administrator of it; or the appointing of such an administrator or the making by the court of a winding up order; or the company making a composition or arrangement with its creditors; or the appointment of an administrative receiver, receiver or manager or supervisor by a creditor or by the court, or the taking of possession of its property under the terms of a fixed or floating charge.

"Minerals and Waste Authority" means Hertfordshire County Council is its capacity as the minerals and waste authority;

“**MPARGF**” the Mineral Products Association Restoration Guarantee Fund or alternative guarantee fund provided by any

successor body previously approved in writing by the County Council;

"Plan 1" means the plan annexed to this Deed at Annexure 1 titled "Former British Aerospace_Proposed rights of Way";

"Plan 2" means the plan annexed to this Deed at Annexure 2 titled "Hatfield – Lease Area";

"Planning Application" means the application for the establishment of a new quarry on land at the former Hatfield Aerodrome including a new access onto the A1057, aggregate processing plant and other ancillary facilities, together with the importation of inert fill material to restore the mineral workings dated 3 September 2021 bearing the County Council's reference number PL/0232/21;

"Planning Permission" means such permission as is granted pursuant to the Appeal by or on behalf of the Secretary of State or any planning permission for the development granted pursuant to section 73 or (once enacted) section 73B of the 1990 Act;

"Restoration" means restoration of the Site (or any part of it) in accordance with the Planning Permission and for the purposes of the obligations, covenants and restrictions set out within paragraph 3 of Schedule 1;

"Right of Way" means all routes that are subject of this Deed as shown on Plan 1 which the public shall have a legally protected right to pass and re-pass as set out in the Wildlife and Countryside Act 1981;

"Secretary of State" means the Secretary of State for Housing, Communities and Local Government or any planning inspector authorised by them;

"Section 278 Agreement" means a valid agreement executed as a deed and to be entered into with the County Council pursuant to Section 278 of the Highways Act 1980;

"Section 25 Agreement" means an agreement entered into by the Owner and the County Council, in respect of the Bridleways only, pursuant to Section 25 of the Highways Act 1980 substantially in the form set out in Schedule 4;

"Site" means the land known as land lying to the north-west of Hatfield Road, Smallford, St Albans and registered at the Land Registry under title number HD551580; part of the land known as land on the north west side of St Albans Road, Hatfield and registered with the Land Registry under title number HD430220 and part of the land known as Hatfield Aerodrome, Hatfield and registered with the Land Registry under title number HD39202, all of which land is shown for identification purposes only edged red on Plan 1;

"SPONS Index" means the index linked by reference to the price adjustment formula for construction contracts in the monthly bulletin of indices published by the Building Cost Information Service as collated into a single index known as the Price Adjustment Formulae Indices (Civil Engineering) Series 2;

"Survey" means a visual inspection of the condition of the surface of the Bridleways;

"Surveying Authority" means Hertfordshire County Council in its capacity as surveying authority for purposes pursuant to the Wildlife and Countryside Act 1981;

"Survey Report" means a written report of the condition of the surface of the Bridleways produced by the Surveying Authority subsequent to the Survey;

"Sustainable Transport Contribution" means the sum of one hundred and seventy four thousand nine hundred and six pounds (£174,906) (indexed linked as hereinafter provided) as a contribution towards improvements of and sustainable schemes for Comet Way roundabout ;

"Working Day" means any day other than a Saturday or a Sunday or a Public Holiday or Bank Holiday;

1.2 In this Deed:-

1.2.1 the clause headings do not affect its interpretation;

1.2.2 words of the masculine gender shall incorporate the feminine and neuter genders and words of the singular shall include the plural and vice versa;

1.2.3 the reference to any statute or section of a statute includes any modification extension or re-enactment of that Act for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that Act or deriving validity from it;

1.2.4 any reference to a clause, a paragraph or a schedule is unless the context otherwise requires a reference to a clause, a paragraph or a schedule of this Deed and any reference to a sub clause is a reference to a sub clause of the clause in which the reference appears;

1.2.5 references to the Site include any part of it;

1.2.6 where two or more people form a party to this Deed the obligations they undertake may be enforced against them all jointly or against each of them individually;

1.2.7 references to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the County Council the successors to its functions;

1.2.8 any covenant by the Owner and the Developer not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing and words denoting an obligation on the Owner and the Developer to do any act matter or thing include an obligation to procure that it be done;

2. EFFECT OF THIS DEED

2.1. This Deed is entered into pursuant to Section 106 of the 1990 Act. To the extent that they fall within the terms of Section 106 of the 1990 Act the obligations contained in this Deed are planning obligations for the purposes of Section 106 of the 1990 Act and are enforceable by the County Council;

2.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers;

2.3 The Owner and Developer enter into the obligations for themselves and their successors in title with the County Council to the intent that the obligations hereunder shall be enforceable not only against the Owner and the Developer but also against the successors in title of the Owner and/or the Developer and any person claiming through or under the

Owner and/or the Developer an interest or estate in the Site or any part thereof

3. CONDITIONALITY

3.1 This Deed is conditional upon:-

3.1.1 the grant of the Planning Permission; and

3.1.2 the Commencement of Development

save for the provisions of Clauses 4.4, 7.1, 9 which shall come into effect immediately upon completion of this Deed

3.3 Should a court or the Secretary of State determine that any provision in this Deed does not meet the statutory tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) and/or paragraphs 55-58 of the National Planning Policy Framework (December 2023) then those provisions shall not be enforceable by the County Council AND FOR THE AVOIDANCE OF DOUBT the Owner and the Developer do not need to comply with them.

4. OWNER'S AND DEVELOPER'S COVENANTS

The Owner and the Developer covenant with the County Council:-

4.1 to observe and perform the covenants restrictions stipulations and obligations contained in Schedule 1 hereto

4.2 to give the County Council no less than five (5) Working Days' notice of the Commencement Date such notice to be given prior to the Commencement Date in writing using the proforma set out in Schedule 3 hereto

4.3 to give the County Council no less than five (5) Working Days' notice of the Completion of the Development such notice to be in writing using the proforma set out in Schedule 3 hereto

4.4 upon completion of this Deed pay to the County Council its costs in connection with the preparation negotiation and completion of this Deed

5. COUNTY COUNCIL'S COVENANTS

5.1 The County Council hereby covenants with the Owner and the Developer to observe and perform the covenants restrictions stipulations and obligations contained in Schedule 2 hereto

6. INDEXATION

6.1 The Sustainable Transport Contribution and the Cash Deposit shall each be index linked to any increase in the SPONS Index from July 2006 to the date on which each of the Sustainable Transport Contribution and the Cash Deposit is paid

6.2 Each payment to replenish the Cash Deposit pursuant to paragraph 2.6 of Schedule 1 shall be index linked to any increase in the SPONS Index from the date on which the County Council makes the relevant call on the Cash Deposit pursuant to paragraph 2.5 to the date on which the payment is made by the Owner and/or the Developer to replenish the Cash Deposit

6.3 Where any sum to be paid to the County Council under the terms of this Deed is required to be index linked then an interim payment shall initially be made based on the latest available forecast figure (or figures as the case may be) at the date of payment and any payment or payments by way of adjustment shall be made within ten (10) Working Days of written demand by the County Council or the payer of the interim payment (as the case may be) once the relevant indices have been finalised

7. MISCELLANEOUS

7.1 The Owner hereby warrants that it is the owner of the freehold of the Site and that no other party save for the Developer has an interest in the Site save as disclosed in writing to the Chief Legal Officer prior to completion of this Deed

7.2 The parties agree that this Deed shall be registered as a local land charge

7.3 Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 nothing in this Deed confers or purports to confer any right to enforce any of the terms and provisions herein on any person who is not a party hereto or a successor in title or a statutory successor to a party hereto

7.4 Any notice to the parties hereto under this Deed shall be deemed to be sufficiently served if delivered personally or by recorded delivery service to the following officials/persons at the respective addresses hereinafter specified (or such other address as is notified in writing by a party to each of the other parties to this Deed):

In respect of the Owner :	In respect of the Developer:	In respect of the County Council:
Advanced Research Clusters GP Limited 10th Floor, 5 Churchill Place, London E14 5HU (marked for the attention of the Legal Department) with a copy to Harwell, HQ Building, Thomson Avenue, Harwell Campus, Oxfordshire OX11 0GD (marked for the attention of the Legal Department)	Robert Brett House, Ashford Road, Canterbury, Kent CT4 7PP (marked for the attention of the Company Secretary and the Director of Legal Property Services)	The Chief Legal Officer, Hertfordshire County Council, County Hall, Pegs Lane, Hertford, Herts SG13 8DE (ref : 17251)

7.5 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provision of this Deed.

7.6 Nothing in this Deed shall be construed as imposing a contractual obligation upon the County Council as to the issue of the Planning Permission or as restricting the exercise by the County Council of any powers exercisable by them under the 1990 Act or under any other Act or authority

7.7 No waiver whether express or implied by the County Council of any breach or default by the Owner and/or Developer in performing or observing any of the obligations contained herein shall constitute a continuing waiver and no such waiver shall prevent the County Council from enforcing the relevant obligations or from acting upon any subsequent breach or default

7.8 Save for Clauses 4.4, 7.1, 9 and 10 hereof this Deed shall cease to have any effect (insofar only as it has not been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or (without the consent of the Owner and the Developer) it is modified by any statutory procedure or if the Commencement Date has not been initiated in accordance with section 56 of the 1990 Act before the expiration of the period specified in the Planning Permission

7.9 Where the approval, consent, expression of satisfaction, agreement, confirmation or certification of the County Council or any officer of the County Council is required for any purpose under or in connection with the terms of this Deed such approval, consent, expression of satisfaction, agreement, confirmation, or certification shall not be unreasonably withheld or delayed

7.10 Without prejudice to the County Council's statutory rights the Owner and the Developer hereby grant to the County Council or any person duly

authorised or instructed by it an irrevocable licence at all reasonable times and upon prior notice (save for in emergencies notice will be provided as soon as possible thereafter) and subject to the County Council and its authorised officers complying with all appropriate health and safety regulations relating to the Site as may be imposed by the Developer from time to time to enter such parts of the Site to inspect any of the works to be carried out for the purposes of the Development and any materials to be used in carrying out those works for any purpose directly or indirectly connected with or contemplated by this Deed and for checking compliance with the Planning Permission

7.11 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach prior to parting with such interest

8. VALUE ADDED TAX

8.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable

9. 2000 AGREEMENT

9.1 The parties to this Deed hereby agree and affirm that nothing in this Deed is intended to supersede amend or otherwise impact in any way the covenants restrictions stipulations and obligations under the 2000 Agreement AND FOR THE AVOIDANCE OF DOUBT the provisions of this Deed in respect of the Bridleways are without prejudice to the covenants stipulations restrictions and obligations in the 2000 Agreement in respect of public use of Ellenbrook Park including the bridleways footpaths and other public access secured pursuant to the 2000 Agreement

10. LAW AND JURISDICTION

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

IN WITNESS whereof the parties hereto have executed this deed as a Deed but the same remains undelivered until the day and year first before written

SCHEDULE 1

The Owner's and Developer's Covenants stipulations and Obligations

The Owner and/or the Developer hereby covenant with the County Council

1. Sustainable Transport Contribution

1.1 To pay the Sustainable Transport Contribution to the County Council prior to the Commencement of Development

1.2 Not to Commence the Development until the Sustainable Transport Contribution has been paid in accordance with paragraph 1.1 of this Schedule

2. Hatfield Road

2.1 Not to Commence the Development until such time as a Section 278 Agreement has been entered into for works relating to the proposed new site access and removal of existing vegetation on highway land and for improved pedestrian facilities (widening of existing footway) along Hatfield Road (A1057) to assist pedestrian links between the Site and The Alban Way and the works have been completed by the Owner and/or Developer to the satisfaction of the Director as evidenced by the issue of a Certificate of Completion by the Director in accordance with the Section 278 Agreement.

2.2 Not to Commence the Development until the Developer has:-

2.2.1 undertaken a Condition Survey and submitted this to the County Council for approval; and

2.2.2 paid the Cash Deposit to the County Council for the due performance of all the Developer's obligations under paragraphs 2.2 to 2.7 inclusive of this Schedule 1

2.3 To carry out further Condition Surveys and to submit these to the County Council for approval at the end of each five (5) year period starting from the Commencement of Development and continuing until the County Council issues the Certificate of Restoration whereupon the Developer shall carry out and submit to the County Council for approval a final Condition Survey Provided That the final Condition Survey shall be carried out not later than six (6) weeks from the date of the County Council issuing the final Certificate of Restoration for the mineral processing site

2.4 Should any Condition Survey(s) reveal a deterioration in the condition of Hatfield Road or any part(s) thereof as identified by the relevant officer/engineer of the County Council and as notified in writing to the Developer the County Council and the Developer shall as soon as reasonably practicable determine the extent and cause of such deterioration and assess the cost of repair/reinstatement and the amount (if any) attributable to the Developer's activities in carrying out the Development and upon such determination the Developer shall pay to the County Council any such sum within ten (10) Working Days thereafter PROVIDED THAT any such sum due on each occasion shall not be greater than the Cash Deposit

2.5 If the Developer fails to pay any sum(s) as determined pursuant to the provisions of paragraph 2.4 of this Schedule and within the timeframe as set out therein or an Insolvency Event or any event or proceedings having an analogous effect as an Insolvency Event occurs in respect of the Developer the County Council shall be entitled to call upon the Cash Deposit to carry out and complete any works required in accordance with the Condition Survey

2.6 In the event of the County Council calling upon the Cash Deposit pursuant to paragraph 2.5 of this Schedule the Developer shall within twenty (20) Working Days of a written demand from the County Council replenish the Cash Deposit by paying to the County Council the total amount of the Cash Deposit used by the County Council to carry out and complete works

required in accordance with the Condition Survey to thereby ensure that the County Council always has the full Cash Deposit available

2.7 Whenever the Cash Deposit (or any part of it) is called on by the County Council pursuant to paragraph 2.5 of this Schedule 1 the Developer shall immediately cease all activities on the Site as permitted by the Planning Permission and which create traffic movements affecting Hatfield Road and will not recommence such activities until such time as the Cash Deposit available to the County Council has been replenished in accordance with paragraph 2.6 of this Schedule 1

3. Bridleways

3.1 Not to Commence nor cause nor permit Commencement of the Development nor to carry out any such enabling works for the purposes of the Development until it has entered into a Section 25 Agreement substantially in the form attached at Schedule 4 to dedicate each of the Initial Bridleway, Bridleway 1, Bridleway 2, Bridleway 3, Bridleway 4, Bridleway 5, Bridleway 6 and Bridleway 7 and such dedication shall take effect from the issue of the Bridleways Certificate of Completion for each Bridleway by the Director pursuant to the Section 25 Agreement;

3.2 To construct the Initial Bridleway within 1 year of the Commencement of the Development in accordance with the Section 25 Agreement and in accordance with the specifications (set out in the HCC Rights of Way NMR Guide) for drainage, surfacing (subject to the provisions of paragraph 3.6 of this Schedule), sign-posting and way-marking

3.3. On Restoration of any part of the Site to construct such of the Bridleway(s) (excluding the Initial Bridleway) as are safe for public access as agreed by the County Council in writing and in accordance with the Section 25 Agreement and each of Bridleway 1, Bridleway 2, Bridleway 3, Bridleway 4, Bridleway 5, Bridleway 6 and Bridleway 7 shall be constructed in accordance with the specifications (set out in the HCC Rights of Way NMR

Guide) for drainage, surfacing (subject to the provisions of paragraph 3.7 of this Schedule), sign-posting and way-marking

3.4 To make each of the Bridleways available to the public for use as bridleways upon the date of issue of the relevant Bridleways Certificate of Completion.

3.5. Not to Commence nor cause nor permit Commencement of the Development until the County Council's fees incurred in relation to the drafting negotiation and preparation of the Section 25 Agreement have been paid.

3.6 To provide all new Bridleways with drainage, surfacing, fencing, gates or other means of enclosure (as appropriate), sign posting and way marking in accordance with the specifications set out in the HCC Rights of Way NMR Guide PROVIDED THAT the surface dressing of the Bridleways may be comprised of crushed stone of a type to be agreed in advance by the County Council such agreement not to be unreasonably withheld or delayed and on the basis that such surface dressing is fine enough for horses, cycles and walkers on any shared-use route.

3.7 To maintain all surfaces of the Bridleways throughout the Aftercare Period and to maintain the surface of the Initial Bridleway from the date of issue of its Bridleways Certificate of Completion PROVIDED THAT, for the avoidance of any doubt, upon the expiry of the Aftercare Period the County Council shall be responsible for all such maintenance.

3.8. To maintain all gates, fences and other means of enclosure of the Bridleways in perpetuity which for the avoidance of doubt includes the period following the issuing by the County Council of the Bridleways Certificate of Completion.

3.9 To pay to the Surveying Authority the costs associated with undertaking the Survey and preparing the Survey Report within twenty eight (28)

Working Days of receiving details of the costs from the Surveying Authority.

4. Restoration

4.1 In the event that the County Council undertakes Restoration and/or aftercare as a consequence of the Developer and/or Owner having failed to do so in accordance with the Planning Permission the Developer and/or the Owner shall within ten (10) Working Days following receipt of invoices accompanied by a detailed breakdown of all works undertaken and costs incurred in so doing pay to the County Council the costs of undertaking the Restoration and/or aftercare pursuant to the Planning Permission for a period of five (5) years commencing on the completion of Restoration.

4.2 The Owner and the Developer covenant as set out below:

4.2.1 From the signing of this Deed, the Developer shall be a valid member of the Mineral Products Association to secure access to the MPARGF and membership shall be maintained until the expiry of the Aftercare Period / for the lifetime of the Development. Within 14 days of a written request from the County Council, the Developer shall provide evidence of its continued membership of the Mineral Products Association to the County Council to assure the County Council that it would be entitled to draw on the MPARGF for the purposes of restoring the Site and carrying out the aftercare of the Site in accordance with the restoration scheme required by the Planning Permission and that the MPARGF continues to be sufficient to meet the cost of implementing the aforementioned schemes. In the event that the Developer's membership of the Mineral Products Association ceases the Developer shall within 2 months of that cessation procure that the Alternative Restoration Guarantee Bond is provided to the County Council.

4.2.2 From the signing of this Deed, the Owner covenants that if it grants a lease of the Site for purposes associated with carrying out the Development with a party other than the Developer the Owner will procure that a direct deed of covenant is entered into by the mineral operator at the time with the County Council to the same effect as paragraph 4.2.1 above

SCHEDULE 2

The County Council's Covenants stipulations and Obligations

The County Council hereby covenants with the Owner and/or Developer:-

1. Bridleways

1.1 To carry out a Survey of the condition of each Bridleway in terms of its width, alignment, surfacing, signposting and way finding within forty five (45) Working Days of having been notified in writing by the Owner and/or Developer that the relevant works as referred to and defined within the Section 25 Agreement have been completed in accordance with the specifications set out in the HCC Rights of Way NMR Guide subject to the provisions of paragraph 3.6 of Schedule 1.

1.2 To:

1.2.1 Provide to the Owner and/or Developer a Bridleways Certificate of Completion within ninety (90) Working Days of the Survey of each Bridleway PROVIDED THAT (save in relation to the Initial Bridleway) the Bridleways Certificate of Completion for each Bridleway will not be issued until satisfactory completion of the infilling and Restoration of the relevant part(s) of the Site upon which each Bridleway is located has occurred; or

1.2.2 Where the works have not been completed in accordance with the HCC Rights of Way NMR Guide subject to the provisions of paragraph 3.5 of Schedule 1 then the Director shall be at liberty to delay the issue of the Bridleways Certificate of Completion and shall specify in writing those works as are outstanding and as may be

required to meet the specifications set out in the HCC Rights of Way NMR Guide within ninety (90) Working Days of being notified in writing by the Owner and/or Developer of the works having been carried out and thereafter and subject to such outstanding works having been completed and further notified in writing by the Owner and/or the Developer as having been carried out then the County Council will provide to the Owner and/or Developer a Bridleways Certificate of Completion within ninety (90) Working Days of being notified.

1.3 Notwithstanding paragraph 1.1 of this Schedule, to carry out a Survey of the Bridleways not less than once every two (2) years for the duration of the Aftercare Period and in relation to the Initial Bridleway from the date of the issue of its Bridleways Certificate of Completion.

1.4 To provide the Owner and/or Developer with a Survey Report within ninety (90) Working Days of the Survey specifying the works necessary to maintain each Bridleway in accordance with the specifications set out in HCC Rights of Way NMR Guide subject to the provisions of paragraph 3.6 of Schedule 1.

1.5 To register each Bridleway on the Definitive Map and Definitive Statement as soon as reasonably practicable following the issue of the Bridleways Certificate of Completion for that Bridleway;

2. **Hatfield Road**

2.1 Upon receipt of the Cash Deposit (including any subsequent replenishment of it pursuant to paragraph 2.4 of Schedule 1) from the Developer pursuant to paragraph 2 of Schedule 1 the County Council shall hold the Cash Deposit in its general account and without undertaking any fiduciary obligations as trustee for the

Developer and/or the Owner but subject to the provisions of paragraph 2 of Schedule 2

2.2 Upon payment of the sum(s) by the Developer pursuant to paragraph 2.4 of Schedule 1 or withdrawal of such sum(s) from the Cash Deposit pursuant to paragraph 2.5 of Schedule 1 the County Council shall apply such sums to carrying out and completing the works required to repair any deterioration in the condition of Hatfield Road or any part(s) thereof as identified by the County Council pursuant to paragraph 2.4 of Schedule 1 as soon as reasonably practicable thereafter and in any event within six (6) months and provide evidence of such to the Developer

2.3 Provided that the Cash Deposit has not been called upon by the County Council or the Developer has replenished the Cash Deposit pursuant to paragraph 2.6 of Schedule 1 the County Council shall within thirty (30) Working Days following issue of the Certificate of Restoration return to the Developer (or the relevant payor) the Cash Deposit or whatever amount is still held by the County Council.

3. **Restoration**

To inspect the Site within fifty-six (56) calendar days taking into account the planting season following receipt of written notification from the Developer that the Site has been restored and thereafter to issue the Certificate of Restoration PROVIDED THAT the County Council shall be at liberty to delay the issue of the Certificate of Restoration in the event that further restoration work is required to ensure that restoration meets the requirements of the Planning Permission

4. **Sustainable Transport Contribution**

4.1 To expend the Sustainable Transport Contribution towards improvements of and sustainable schemes for Comet Way roundabout

4.2 To pay to the party who has paid the Sustainable Transport Contribution to the County Council pursuant to the provisions of this Deed a sum equal to the amount of any payment made which has not been expended in accordance with the provisions of this Deed within ten (10) years of the date of receipt by the County Council of such payment

SCHEDULE 3

PROFORMA

EVENT NOTIFICATION AND PAYMENT

PURSUANT TO SECTION 106 AGREEMENT/UNILATERAL UNDERTAKING

DATED ……..

MADE BETWEEN ……..

PLANNING PERMISSION REFERENCE……

HCC DU REFERENCE ……

SITE ADDRESS ……..
…….
……..
…….

SITE OWNER DETAILS

Name ……

Contact name …….

Address ……
……..
……

Telephone nos.

Main ……

Mobile …….

Email ……..

EVENTS BEING NOTIFIED

Commencement Date – date :…….

Occupation of Development (Number if relevant) – date:…….

Completion of Development – date: …….

COMPLIANCE WITH OBLIGATION(S)

Schedule ..... **Paragraph** .....

Details of obligation and compliance .....

.....

PAYMENT OF S106 CONTRIBUTIONS

Payment Type	Amount	Interim Indexation	Final Indexation	Total	Payable to
Example Education (primary)	X £	Y £	Z £	X+Y £	Herts County Council

Payment of S106 contributions can be made by BACS, CHAPS or cheque. In any event the form should be completed to ensure the payment is identified correctly and forward to:

a) The Chief Legal Officer
Hertfordshire County Council
County Hall,
Pegs Lane
Hertford
Hertfordshire
SG13 8DE

(Ref : 17251)

SCHEDULE 4

Section 25 Agreement Template

DATED 20[**]

[NAME]

and

[NAME]

and

HERTFORDSHIRE COUNTY COUNCIL

and

[* insert any MORTGAGEES]

The [INSERT] Public Path Creation Agreement 20[**]
pursuant to Section 25 of the Highways Act 1980
relating to a footpath/ in the Parish of [INSERT]

Quentin Baker, Chief Legal Officer
Hertfordshire County Council
Legal Services
County Hall
HERTFORD
Herts SG13 8DN

This Agreement is made the day of 20[**]

BETWEEN

(1) **[NAME]** of [(Company Registration No. ***) whose registered office is situated at] [Address] (“the [First] Owner” / “Owner 1”)

(2) **[NAME]** of [(Company Registration No. ***) whose registered office is situated at] [Address] (“the [Second] Owner” / “Owner 2”)

(3) **HERTFORDSHIRE COUNTY COUNCIL** of County Hall, Pegs Lane, Hertford, Hertfordshire SG13 8DN (“the County Council”)

(4) [**NAME**] of (Company Registration No. ***) whose registered office is situated at [Address] (“the Mortgagee”)

1. RECITALS

1.1 The [First] Owner / Owner 1 is the registered proprietor of land at [INSERT] in the county of Hertfordshire which is registered at the Land Registry under title number [INSERT] [*] [**subject to a registered charge dated *] and which for the purposes of identification only is shown edged red on the [extract of the] Title Plan

1.2 The [Second] Owner / Owner 2 is [INSERT] is the registered proprietor of land at [INSERT] in the county of Hertfordshire which is registered at the Land Registry under title number [INSERT] [*] [**subject to a registered charge dated *] and which for the purposes of identification only is shown edged blue on the [extract of the] Title Plan

1.3 The Mortgagee has the benefit of the registered charge referred to in recital [**] above]

1.4 The County Council is the surveying authority and highway authority for Hertfordshire

1.5 The County Council has consulted with [INSERT Borough/District Council] and [INSERT Parish Council] in whose area [INSERT] is situated

1.6 The Owner(s) is/are willing to dedicate [INSERT] for use by the public thereby [INSERT DESCRIPTION]

1.7 The route of the footpath/Bridleway/the Restricted Byway is currently recorded as a public footpath/bridleway/restricted byway on the Definitive Map and Statement of public rights of way in Hertfordshire

2. DEFINITIONS AND INTERPRETATION

2.1 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 satisfactory completion of the Works by the Owner
"Certificate of Maintenance"	The certificate issued by the Director under Clause [*INSERT] certifying that the Works have been maintained to the County Council’s satisfaction and the Owner's obligation to maintain the Works has 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 his agents

“the Director”	The County Council’s Director of Environment and Infrastructure for the time being and his officers and agents
“the Additional Width”	The route shown by a bold broken line and labelled Point [INSERT] on the Creation Agreement Plan being an additional width to the route of which is more particularly described in Part I of the Schedule
“the Footpath” / “the Bridleway”/ “the Restricted Byway”	The route shown and labelled [*] on the Creation Agreement Plan such route being more particularly described in Part 1 [and Part 2] of the Schedule
“the Footpath/bridleway/ restricted byway”	The footpath / bridleway / restricted byway known as [INSERT] in the county of Hertfordshire which is recorded as [INSERT] metres in width
“the Creation Agreement Plan”	The plan marked “This plan forms part of the [INSERT] Public Path Creation Agreement 20[**]” and attached hereto
“the Land”	The land in the county of Hertfordshire which is registered at Land Registry under title number (Title Number) and which for the purposes of identification only is shown edged red on the [extract of the] Title Plan
“the Mortgagee(s)”	[INSERT] that has the benefit of the registered charge referred to in recital [**] above]
“the Owner(s)”	The Owner(s) as described in recital(s) [*insert] above and their successors in title

“the Title Plan"	The plan marked “the Title Plan” and attached hereto *[add optional clarity, e.g. “extract of…” / “edged in red / blue”]*
“the Schedule(s)”	The schedule(s) attached hereto
“the Specification”	The specification agreed in writing by the County Council and attached hereto
“the Works”	The works required to bring the Footpath / Bridleway / Restricted Byway into a fit condition for use by the public as described in Schedule 2 and shown on the Works Plan
“The Works Plan”	The plan marked [insert drawing reference etc] and attached hereto

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 On the date of the issue of the Certificate of Completion the Owner for itself and its successors in title hereby unconditionally and irrevocably dedicates [the Additional Width of] the Footpath/ Bridleway/ Restricted Byway as public highway [subject to the limitation set out in Part 2 of the Schedule] PROVIDED THAT on default by the Owner of any of the terms of this Agreement the County Council shall have the right to enter on to the Land to complete the Works and in this case then dedication shall be effective from the date of such entry PROVIDED FURTHER THAT the County Council shall not exercise this right unless it has first provided the Owner with a reasonable period of time (being no less than 28 days) within which to rectify the default and the Owner has failed to do so

4.2 The County Council shall be deemed to have accepted the dedication of [the Additional Width of] the Footpath/ Bridleway/ Restricted Byway as public highway on the date of the issue of the Certificate of Completion [subject to the limitations/conditions set out in Part 2 of the Schedule] and the dedicated [Additional Width of] Footpath/Bridleway/Restricted Byway 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 within NUMBER (WORDS) months/weeks of the date of this Agreement 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

OR

The Owner shall carry out the Works within NUMBER (WORDS) months/weeks of the date of this Agreement in a good and workmanlike 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

OR

The Owner shall ensure that the Works are carried out within NUMBER (WORDS) months/weeks of the date of this Agreement by a contractor approved in writing by the Director 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 Footpath/ Bridleway/Restricted Byway freely available at all times for use by the general public [on foot] [on foot on horseback and on bicycle] [on foot on horseback by horse drawn carriage and on pedal cycle]

4.5 The Owner hereby indemnifies the County Council in respect of all actions claims demands expenses and proceedings arising within the period of NUMBER (WORDS) months/weeks from the date of the Certificate of Completion 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 irrespective of whether such actions claims demands expenses and proceedings are brought or made within the NUMBER (WORDS) months/weeks from the date of the Certificate of Completion or thereafter PROVIDED THAT the Owner shall not be liable to indemnify the County Council in respect of any liability solely arising from any negligence, act, omission or default on the part of the County Council (including its properly appointed agents and contractors) PROVIDED FURTHER THAT the County Council shall notify the Owner as soon as reasonably possible of any claim for compensation or otherwise or costs or charges which it intends to make a claim on the Owner under the provisions of this Agreement and shall provide details of any such claims or charges and have regard to (but not be bound by) any reasonable representation made by the Owner in respect of any

claims or charges to be paid by the County Council and to be reimbursed by the Owner.

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 five (5) years 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 five (5) years 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 in the preparation of this Agreement and in advertising this Agreement as required under the 1980 Act]

4.9 [The Mortgagee hereby agrees to the Owner entering into this Agreement and to its interest in the Land being bound by the terms of this Agreement]

THE SCHEDULE

Part 1

DESCRIPTION OF ROUTE

Public [footpath / bridleway / restricted byway] commencing from the [highway] at [grid ref] (point [A] on the Creation Agreement Plan) {and then running [compass direction e.g. north-east / generally north-east / north-easterly / north-eastwards] for approximately [y] metres [to/crossing] [feature] at [grid ref] (point [B] on the Creation Agreement Plan)}{*repeat as necessary starting 'continues'*} to [join/a junction with/re-join] [specify highway joined] at [grid ref] (point [C] on the Creation Agreement Plan).Width: [INSERT as per Order Guidelines]

Part 2

DESCRIPTION OF LIMITATIONS / CONDITIONS

[INSERT as per Order Guidelines]

THE SPECIFICATION

[*to be provided by HCC Rights of Way]

Describe works required; referring to the Works Plan if used. Include details of the materials to be used if required. Please ensure you consider matters such as

- *What will the new path be surfaced with?*
- *What works will need to be done to ensure an even level surface?*
- *Is – or will – any drainage be required?*
- *What works will need to be done to provide the width stated in the order? (Have you checked that the width given in the order is physically available?)*

- *What structures, signposts, waymark posts etc will the landowner be required to provide?*
- *Are there any other works needed to make the new path suitable for use and to ensure that there will be no great maintenance liability placed on HCC in the next 10-15 years?*
- *Have all the required works been clearly defined i.e. shown on a plan or referred to in such a way that the landowner is clear as to what they need to do, and we are clear as to whether the works have been done to the required standard? (If the works are not done to our satisfaction, HCC needs to say so and be able to use this agreement to explain what is required)*

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

(Deed – has to be 'executed' – there are 3 options depending on type of party

1) *Individual is signature + witness*
2) *Company either common seal affixed in presence of director etc. or*
3) *Company signature by two directors or one director and company secretary*

INSERT relevant execution clause for the Owner
[attestation clause for any Mortgagees if required]

Signed as a deed by	Signature
(insert name of owner)	
in the presence of	……
Signature of witness	……..
Name and address of witness	……..
(IN BLOCK CAPITALS)	
	……..

……..

----------or----------

The Common Seal of
insert company name
was hereunto affixed
in the presence of

Full name:……..
Signature: ……..
Director/Company Secretary*

Full name: …….
Signature: …….
Director

- Or -

Executed as a deed by *insert name of company*
acting by [a director and its secretary]
[two directors]

Full name:……..
Signature: ……..
Director/Company Secretary*

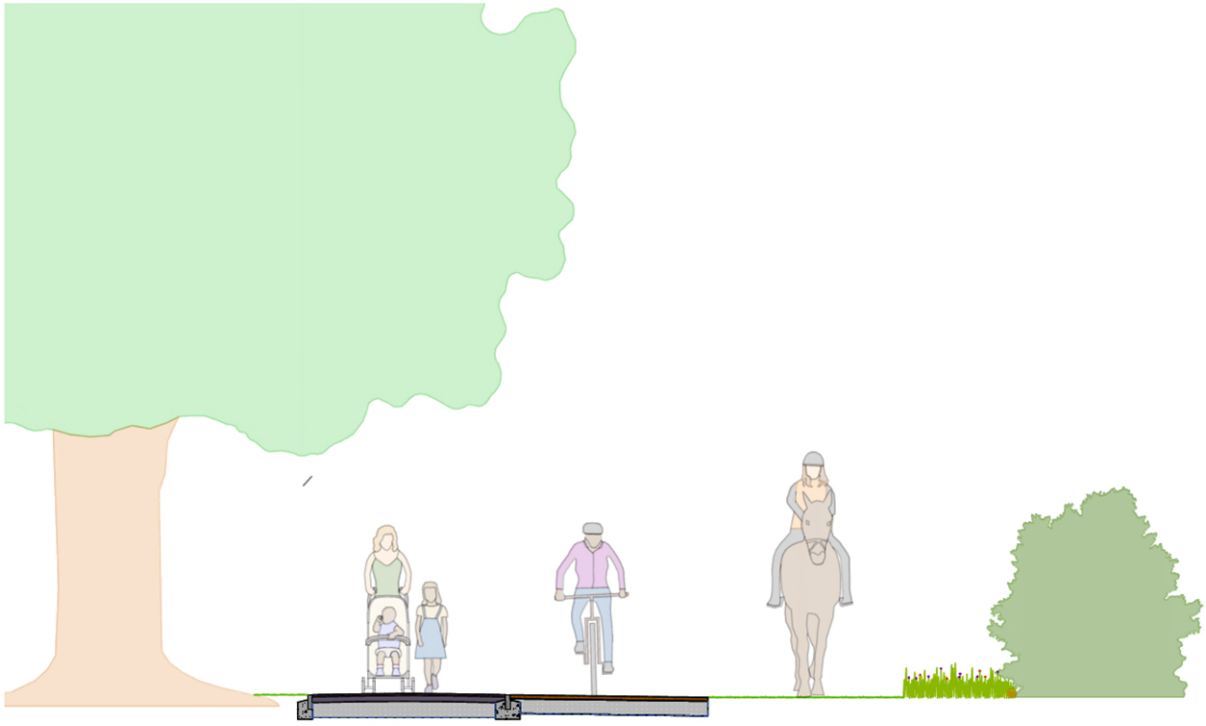
Full name: …….
Signature: …….
Director

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

Full name:……
Signature: ……..
Chief Legal Officer/Assistant Chief Legal Officer*

SCHEDULE 5

HCC Rights of Way NMR Guide



Non-Motorised Routes: A Design Guide

Countryside and Rights of Way Service

September 2020

Hertfordshire

Contents

Active Travel (non-motorised routes) 3
Key Facts 4
Solutions 5
Specification Examples 6
Sealed Path Surface Construction 7
Unsealed Path Surface Construction 8
Grass Margin 9
Access Control 10
Signage 11
Lighting 13
Further Information 14

Active Travel (non-motorised routes)

Non-motorised routes away from the County's main road system offer a valuable component to walking and cycling infrastructure.
Such routes, when designed well, provide;

- cost effective provision of key inter-urban routes
- a clean, pleasant, quiet place to travel and connect with nature or communicate with travel companions
- increased opportunity to build walking or cycling into daily routines as an enjoyable, healthy part of the working/school day, an effective way to increase low activity levels
- a safe, accessible and inclusive walking and cycling environment particularly for those developing their confidence and riding skills
- a connection with the environment. Non-motorised routes often pass through natural areas of countryside and greenspace. A recent study has shown that people who spend 120 mins in nature a week consistently reported having higher levels of health and well-being.

We wish to see walking and cycling infrastructure in Hertfordshire that accords with the Government's core design principles (see below) following guidance for local authorities on designing high-quality, safe cycle infrastructure set out in LTN 1/20 Cycle Infrastructure Design.

- coherent
- direct
- safe
- comfortable
- attractive

Key Facts

Public Rights of Way

There are 960km of Public Rights of Way with bridleway status or above in Hertfordshire that can be used by walkers, cyclists and horse riders. Where these provide strategic links for communities, surface, drainage and signage can be improved to encourage greater use. The remaining 2240km of the network are public footpaths, although some of these may have permissive rights for cyclists and horse riders. Footpaths may change to a higher designation, according to user needs through landowner dedication and other legal means in conjunction with the county council's definitive map team. The Rights of Way Improvement Plan provides information on aspirations for improvements to paths, although a new development may alter these. Key public footpaths are also vital in delivering LTP4 polices, providing safe and quiet connections for pedestrians. Footpaths can be converted into 'Cycle Tracks' via a Cycle Track Order. This option requires approval from the Secretary of State, with objections required to be resolved at a Public Inquiry.

Off-Road Routes

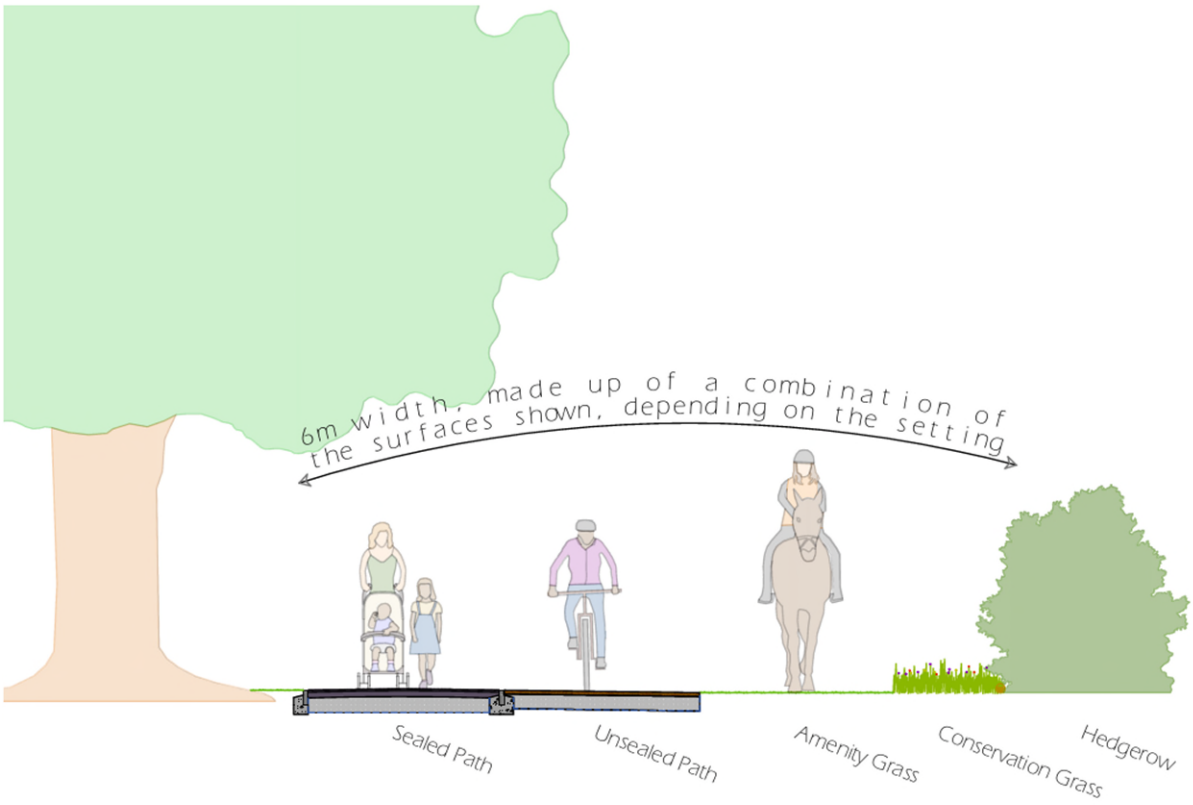
Green Infrastructure in the form of parks, greenspaces and other Local Authority and privately-owned land, towpaths, old roads and railway lines have the potential to provide additional connectivity in support of the Rights of Way network and usable roads. Often conveniently sited within and running between settlements they offer an opportunity to provide high quality routes and connections.

Development Opportunities

Future development offers opportunities to enhance desirable routes or create new ones that can link into the existing non-motorised transport network. Development that successfully creates opportunities for Active Travel will deliver a range of benefits including:

- improved quality of life
- raised levels of physical activity, health and wellbeing
- significant economic benefits for both the development itself and the wider area
- reduced environmental impact of travel

Solutions



Future new provision serving a new development may involve:

- Provision (and possibly legal dedication) of new paths, for which the minimum width requirement will be 6m for walking and cycling provision.
- Incorporation of existing rights of way (see guidance: https://www.hertfordshire.gov.uk/media-library/documents/environment-and-planning/countryside-access-and-management/rights-of-way/applications/planning-and-rights-of-way.pdf) for which the minimum width requirement will be 6m where this can be accommodated appropriately in the setting. Where an existing right of way has public footpath status and is to be retained, the path will be required to be legally upgraded to a higher status to take account of all new users.

The following pages detail construction and design solutions for the provision of non-motorised routes to facilitate active travel. Whole site drainage plans that integrate sustainable drainage systems will as part of that process need to consider the drainage for non-motorised transport routes. It is expected that these will be prepared at the master planning stage.

Specification Examples

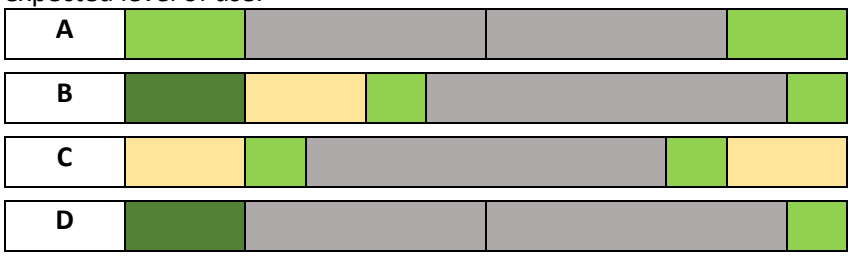
For routes providing for all types of non-motorised transport.
6m of path made up from the modules below depending on the setting.

hedge		wildlife margin		amenity margin		unsealed surface	sealed surface
1m	1m	1m	1m	1m	1m	2m	2m

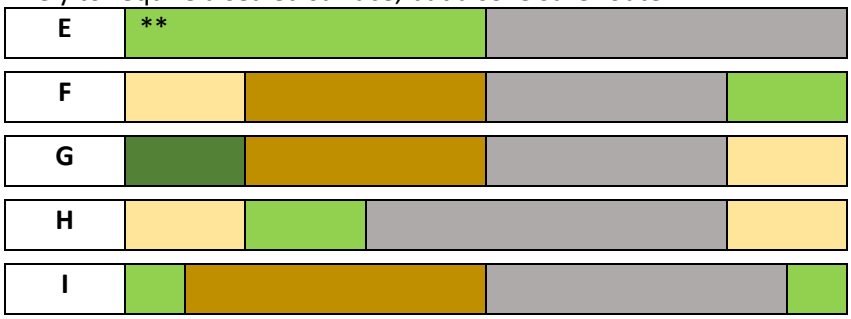
Additional 0.5m widths can be used providing the minimum width is met.

Hedges - 2m wide but could be 1m within path width and 1m over the boundary. Hedges are not maintainable at public expense, they are the responsibility of the adjoining or underlying landowner and are required by law to be maintained to allow access along public highways, including rights of way.
Amenity margin 0.5m strip minimum, use scalloped edges where possible.
Wildlife margin 1m strip minimum, use scalloped edges where possible.
Unsealed surface minimum 2m width where possible.
Sealed surface minimum 2m width where possible.

Urban
Likely to require a sealed surface due to high-level and type of every-day use, routes to employment, education, retail, public transport. Pedestrians and cyclists may be segregated depending on the expected level of use.



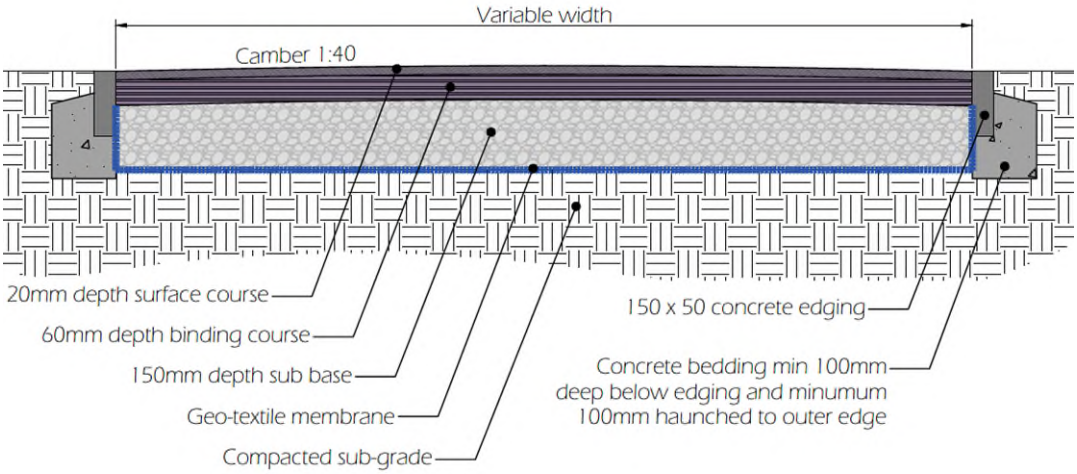
Semi-urban
Likely to require a sealed surface, but also leisure route.



Semi-rural/rural
Where unsealed surface is required due to level and type of use.

** 3m grass margin for bridleway (horse use).

Sealed Path Surface Construction



Note: Where heavy vehicle use is expected sub-base 200mm, bituminous binder course 100mm, bituminous surfacing 45mm. Incorporate geo-textile synthetics where ground requires stabilisation.

For new paths where a base course is required. Paths where a base course is suspected to exist may require cross section analysis to determine the appropriate specification.

1. Agreed path footprint excavated to 230mm depth
2. Sub-grade well compacted, soft spots excavated back to firm ground and built up with type 1 granular sub-base to provide level gradient.

Stone edging *appropriate for most settings*

3. Lay edging level and aligned, running smoothly when viewed in section and in plan on a bed of compacted concrete 100mm deep. Curves and corners to sweep smoothly without kinks, flat sections or abrupt changes.
   Lay 100mm width of haunching concrete on outside edge of stone edging. Compact and smooth to ensure edging is held firm. Smooth off 50mm below top of the stone edging/ground level. Allow concrete to set.
   Backfill trenches ensuring again that sub-grade is well compacted.

Metal edging *considered where path is bordered by vegetation which can naturalise the edge, not between dual use paths.*

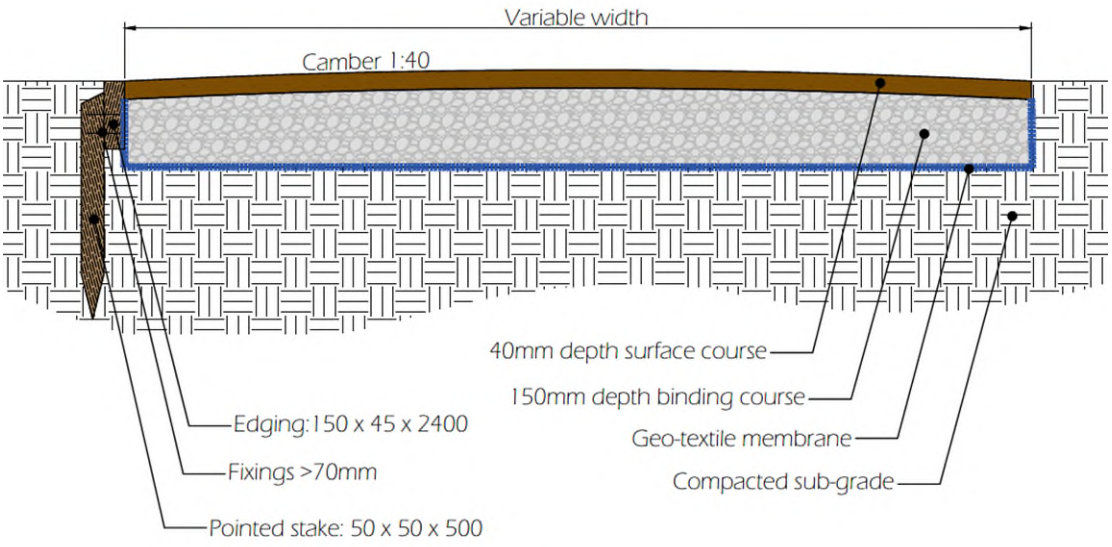
Min 2.5mm wide. Face min of 75mm deep. Follow manufacturer's guidance for installation (concreted or driven in and secured with fixings into the sub-base).

4. Lay geotextile membrane to suppress weed growth. Not to be visible above ground.
5. Lay 150mm depth of machine-compacted type 1 granular sub-base. Incorporate a 1:40 camber to allow surface water to drain either side on flat ground, or cross-fall to the downward side.
6. Machine-roll 60mm depth binding course of 20mm Dense Bitumen Macadam. Incorporate a 1:40 camber to allow surface water to drain either side on flat ground, or to the downward side.

Surface course material *will vary according to expected user-type.*

7. Immediately lay and machine roll a 20mm depth of 6mm close grade tarmacadam or specialized surface. Incorporate a 1:40 camber to allow surface water to drain either side on flat ground, or cross-fall to the downward side.
8. Junctions with other paths, surfaces and ironwork (for services) to be level. Changes in direction gradual with curved flare.
9. Path edges to be at ground level.

Unsealed Path Surface Construction



Note: Where heavy vehicle use is expected sub-base 200mm, surface dressing 60mm. Incorporate geo-textile synthetics where ground requires stabilisation.

For new paths where a base course is required. Paths where a base course is suspected to exist may require cross section analysis to determine the appropriate specification.

1. Agreed path footprint excavated to 190mm depth

Base and surface course material *for most paths will be type 1 recycled aggregate but in ecologically sensitive areas a pH neutral material, such as granite may be required.*

2. Sub-grade well compacted, soft spots excavated back to firm ground and built up with type 1 granular sub-base to provide level gradient.

Timber or recycled plastic edging *may be appropriate in some locations particularly where the ground falls away and material needs to be held in place.*
To facilitate large vehicle crossing points, the dimensions of timber shown below can be scaled up, typical dimensions 100mm x 200mm x 2.4m.
In ecologically sensitive areas untreated hardwood may be required.

3. Install 150mm x 45mm x 2400mm edging timber, level, aligned and 50mm proud of existing ground level, greater where the ground is lower and revetting is required.
   Secure boards in place with pointed pegs 50mm x 50mm x 500mm at each end and in the centre. Peg length will increase where more than one depth of edging timber is required on sloping ground.
   Fix pegs to edging timber - 2 screws per section.
   Saw pegs at sloping angle away from path 20mm below top of edging timber.
4. Lay geotextile membrane to suppress weed growth. Not to be visible above ground.
5. Lay 150mm depth of machine-compacted type 1 granular sub-base. Incorporate a 1:40 camber to allow surface water to drain either side on flat ground, or cross-fall to the downward side.
6. Lay 40mm depth of machine-compacted, well-graded recycled aggregate (6mm to dust) as surface dressing. Incorporate a 1:40 camber to allow surface water to drain either side on flat ground, or cross-fall to the downward side.
7. Junctions with other paths, surfaces and ironwork (for services) to be level. Changes in direction gradual with curved flare.

Grass Margin

Vegetated margin specifications will be location-specific depending on soil type and setting. In some areas it may be appropriate not to provide a topsoil layer - chalk or gravel for example.

Ground Preparation

Where species-rich soil has been removed:

1. Store soil away from other topsoil and in such a way as the soil fauna survives
2. Re-lay soil
3. Cultivate the soil to sufficient depth to alleviate compaction
4. Rake and roll to produce a fine, firm, level surface
5. No need to add seed

Where the ground has been disturbed and nutrient-rich topsoil removed:

1. In most cases seed can be sown directly into well-prepared sub-soil, or a 20mm layer of retained topsoil can be cultivated in where appropriate.
2. Cultivate the sub-soil to create a level seed bed of 20mm depth to alleviate compaction.

Where the ground is undisturbed:

1. Cut and remove the vegetation from the area to be seeded.
2. Mechanically scarify the ground so that two thirds of the topsoil is exposed.

Sowing

3. Introduce a site-appropriate native meadow seed mix either through direct seeding (from the Emorsgate meadow and grassland range or equivalent
4. Sow the seed at the rate specified for the mix between August-September or March-April according to ground conditions.
5. Roll the surface.

First Year Management

Year 1, cut and collect 4 times at a height of 50mm to encourage establishment and good root growth whilst removing some of the competition from the grasses.

Subsequent Management

Mow as local conditions dictate, but at a minimum of once a year through the growing season.

Access Control

Physical barriers should be avoided on non-motorised routes. This guidance is specifically targeted to the use of bollards, as the only acceptable form of physical barrier on a multi-user route. In the rare circumstance where the use of more restrictive furniture cannot be avoided, HCC and local users should be consulted.

Bollards may be appropriate in certain locations where illegal use or fly-tipping is an issue for path users. For speed reduction or safety purposes, signs including surface markings should be considered first.

Bollard positioning will be location specific and dependent on the reason for installation:

- Where authorised access is required use removable bollards.
- Use rounded bollards without edges and with a reflective strip, visible to path users.
- Place at a location where the path is wide enough or can be widened to accommodate the extra width taken by the bollard(s).
- Set back from the highway by 5m, extend to 6m on Public Restricted Byways.
- Bollard height should normally be 600mm above ground.
- Width between bollards is recommended at 1800mm, with a minimum of 1500mm for walkers and cyclists and 1525mm for bridleways or where horse riders use the path.
- Two bollards providing a gap in the centre of the path, often the most well-defined and least overgrown section is preferable. One bollard in the centre of the path only to be used where the two-bollard option is not possible. There must still be the require gap width on one or both sides,

Public Rights of Way

Restrictive furniture on public rights of way is subject to the British Standard BS5709:2018, in which the least restrictive option (taking into account land management needs) is to be used.

The least restrictive option is a gap; however, if bollards are deemed necessary for safety reasons or to prevent misuse, the document outlines the minimum width required between them:

Path type	**Minimum width**
Public Footpath *(walkers)*	**1200mm**
Public Bridleway *(walkers, horse riders and cyclists)*	**1525mm**
Public Restricted Byway *(walkers, cyclists, horse riders and horse-drawn carriages)* BOAT *(all traffic, but often unsurfaced)*	**3050mm** to define width **2100mm** where problems persist

Signage

The signing of off-carriageway routes should be considered as part of the design process, only provide coherent information and be kept to a minimum to avoid clutter and visual intrusion.

Destination signage should be used at each end of a route and where there are links and destinations along the route. The Traffic Signs Regulations and General Directive 2016 (TSRGD) applies to signs within the Public Highway. Off-road routes are often not within the Highway boundary but using the same format of signage can be helpful for route users to provide consistency.

For routes with their own heritage such as old railway lines creating a branded identity can encourage community participation and sense of ownership. This has been successful on the Nickey Line:

Regulatory signage (see diagrams 956, 956.1 and 956.2) should be specified where a shared route meets the highway to indicate the route is not for motor vehicles. In this case the TRSGD should be consulted.

Figure 11-18 Diagram 956 (S3-2-29) Route for use by pedal cycles and pedestrians only

Public Rights of Way

Where a route is along a public right of way the county council's guidance on sign posting and waymarking should be followed. Contact Hertfordshire County Council's Countryside and Rights of Way Team for further guidance and ensure that all design work is signed off by them: https://www.hertfordshire.gov.uk/media-library/documents/environment-and-planning/countryside-access-and-management/rights-of-way/sign-posting-and-way-marking-specifications.pdf

On some urban paths where users may not be as familiar with rights of way terminology it may be appropriate to use regulatory signage as discs on waymark posts or vinyl stickers on destination signposts:

Figure 11-19 Diagram 956.1 (S3-2-30) Route for use by pedal cycles, horses and pedestrians only

Figure 11-20 Diagram 956.2 (S3-2-31) As diagram 956.1 but permitting horse-drawn vehicles also

The National Cycle Network

Where a route is part of the National Cycle Network Sustrans guidance on signage should be followed:
https://ec.europa.eu/transport/sites/transport/files/cycling-guidance/sustrans_signing_cycle_networks_0.pdf

Routes on Private Land

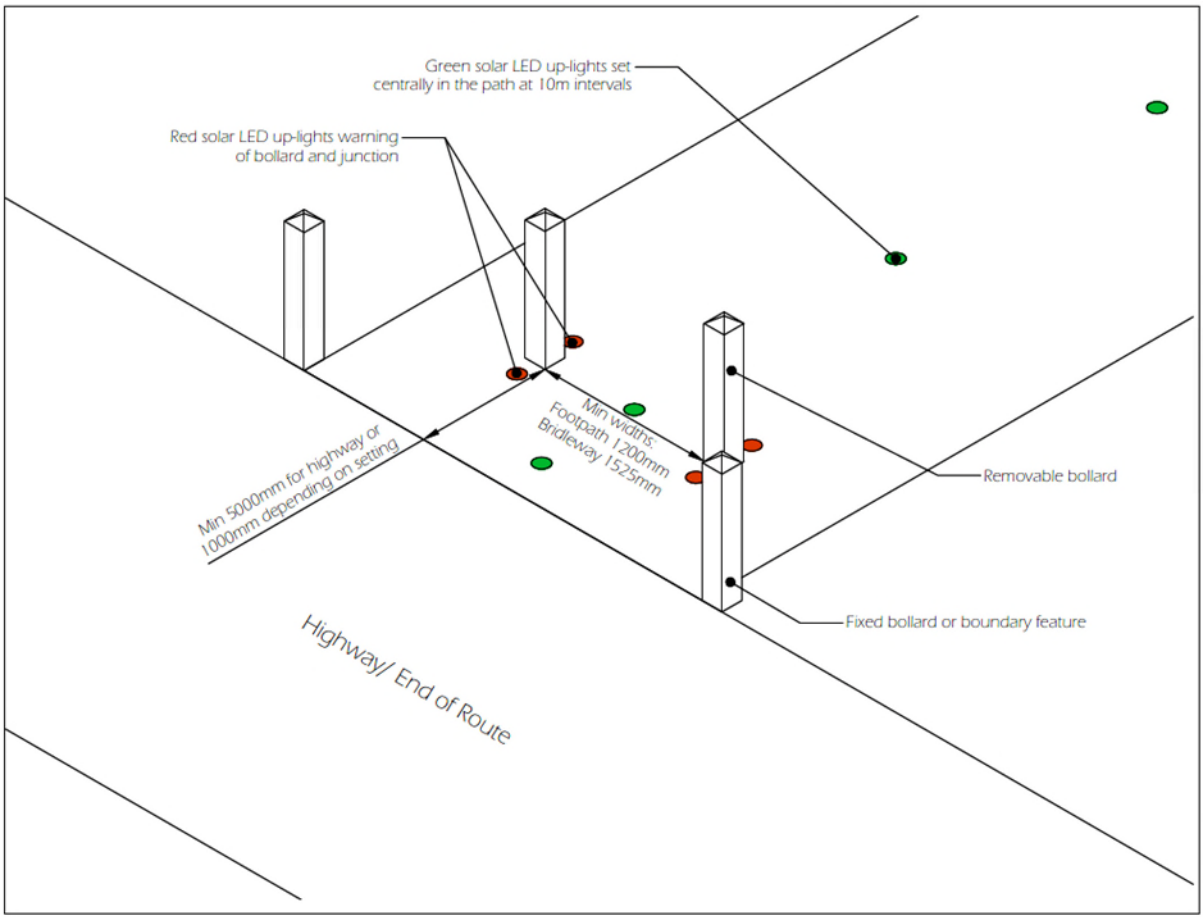
Some key routes are on private land, commonly belonging to trusts and organisations with similar visions for route improvements. The Canal and Rivers Trust are a prime example and promote a network of towpaths that provide non-motorised routes between and within urban areas. Such organisations have their own branding and will require that to be the basis of sign design.

Lighting

Many non-motorised transport routes that are remote from natural surveillance may not be well-used after dark even if lighting is provided and lighting such routes can have a negative impact on certain wildlife such as bats. Travellers who will use such routes after dark are likely to equip themselves with their own personal lighting solutions. However, sensitive lighting may be appropriate in some locations.

Delineating solar or on-grid LED up-lighting can be used on bound surfaces. These are available in bat-friendly versions, approved by the Bat Conservation Trust. Up-lighting does not light the area, it just shows the line of the path to follow. Lighting can come in different colours and be used to warn path-users of approaching obstructions like bollards.

Solar up-lighting will require a certain amount of UV to reach the light-unit and is therefore often better located in a single strip centrally along the path where there is less build-up of organic matter.



Further Information

Hertfordshire County Council's Local Transport Plan
https://www.hertfordshire.gov.uk/media-library/documents/about-the-council/consultations/ltp4-local-transport-plan-4-complete.pdf

Nature Research Journal: Scientific Reports. Spending at least 120 minutes a week in nature is associated with good health and wellbeing.
https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6565732/

Rights of Way Improvement Plan
https://www.hertfordshire.gov.uk/media-library/documents/environment-and-planning/countryside-access-and-management/rights-of-way/improvement-plans/rights-of-way-improvement-plan-201718-202728.pdf

Hertfordshire County Council's Highway Design Guide
https://www.hertfordshire.gov.uk/services/highways-roads-and-pavements/business-and-developer-information/development-management/highways-development-management.aspx#highwaydesignguide

Department for Transport's Cycling and Walking Investment Strategy
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/874708/cycling-walking-investment-strategy.pdf

Hertfordshire County Council's Active Travel Strategy
https://www.hertfordshire.gov.uk/media-library/documents/about-the-council/data-and-information/active-travel-strategy.pdf

Department for Transport's Local Cycling and Walking Infrastructure Plans
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/883082/cycling-walking-infrastructure-technical-guidance.pdf

National Planning Policy Framework – Promoting Sustainable Transport
https://www.gov.uk/guidance/national-planning-policy-framework/9-promoting-sustainable-transport

Sustrans – Linking Active Travel and Public Transport to Housing Growth and Planning
https://www.sustrans.org.uk/our-blog/research/all-themes/all/active-travel-toolkit-linking-active-travel-and-public-transport-to-housing-growth-and-planning/

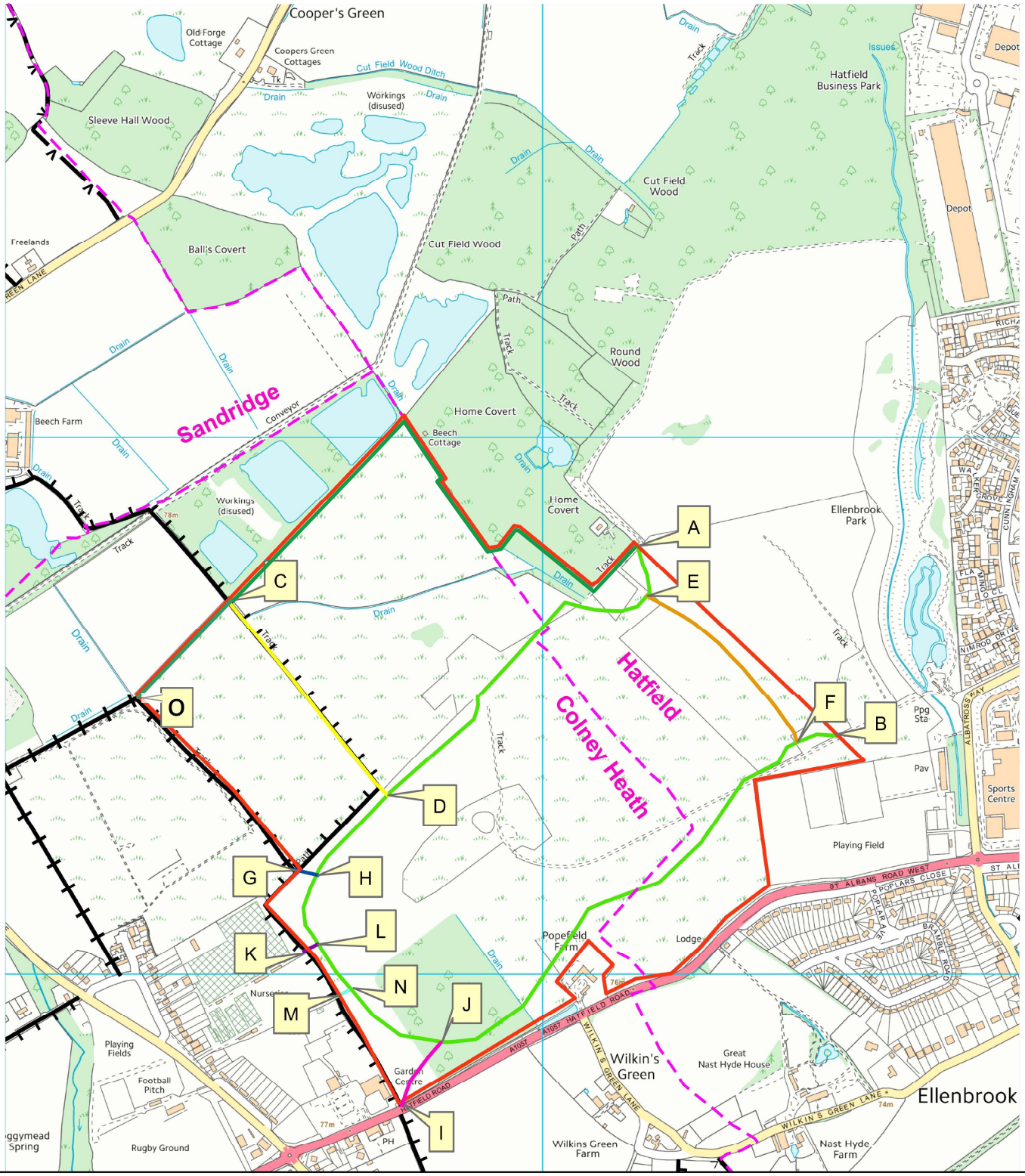
Sustrans Handbook for Cycle Friendly Design
https://www.sustrans.org.uk/for-professionals/infrastructure/sustrans-traffic-free-routes-and-greenways-design-guide/

British Horse Society Advice Leaflet on Vehicle Barriers
https://www.bhs.org.uk/advice-and-information/free-leaflets-and-advice

Department for Transport. Cycle Infrastructure Design. Local Transport Note 1/20 Cycle
https://www.gov.uk/government/publications/cycle-infrastructure-design-ltn-120

Annexure 1

Plan 1



Plan1:

Title: Former Birtish Aerospace_Proposed and Current rights of way

Bridleways to be dedicated

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- Initial Bridleway

Existing Rights of Way

- Footpath
- Bridleway
- RB
- BOAT

DM Pages 68 & 69

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- Parish
- Extent of planning application

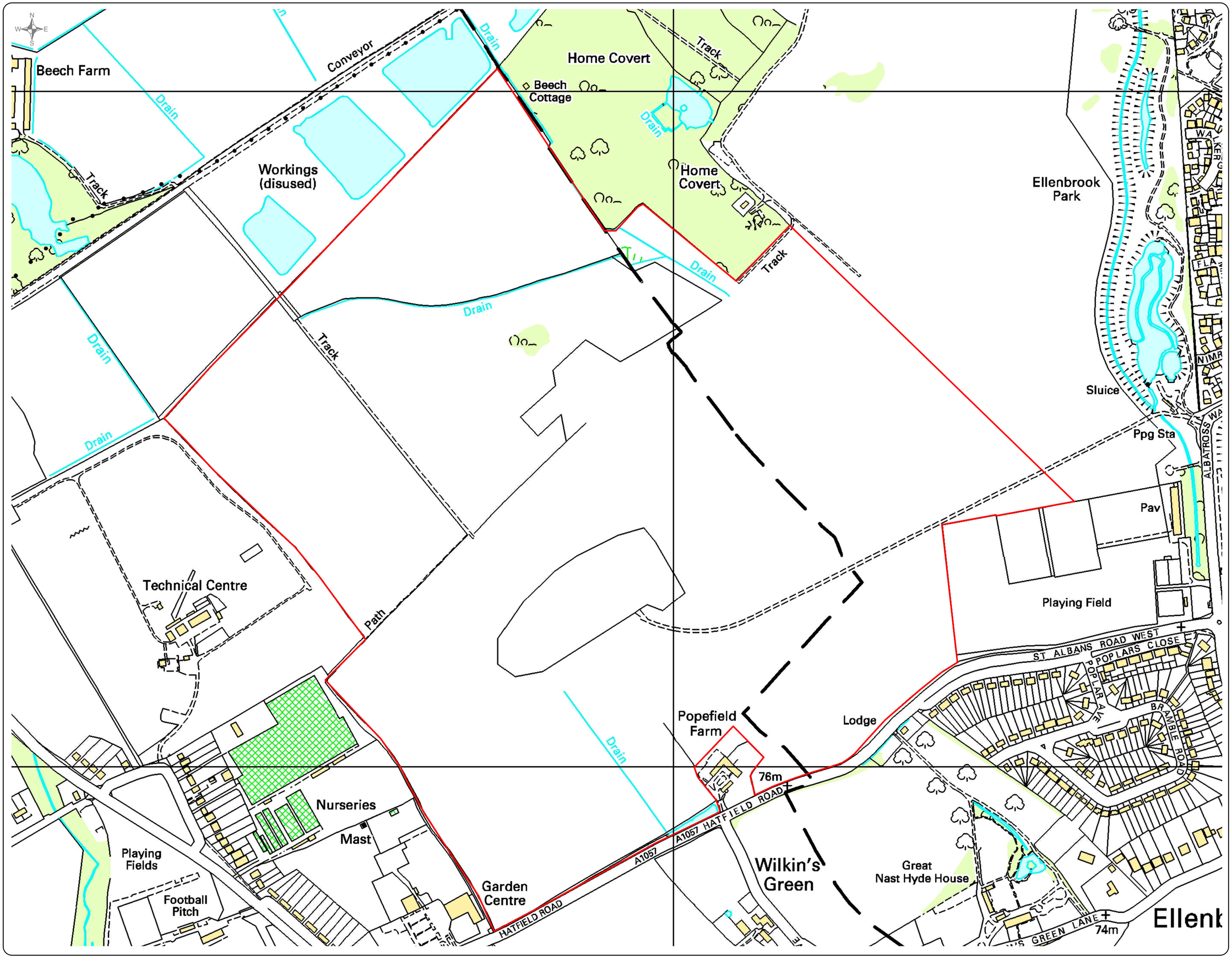
N

Scale 1: 10000

0 110 220 440 660 880 Metres

Annexure 2

Plan 2



General Notes

Lease Area

Revision/Date	RevisionNotes
26/03/2024	Scale amended, Lease boundary only.
04/06/2024	Lease boundary corrected.
02/07/2024	Lease boundary corrected around Popefield Farm

built on relationships

Brett Aggregates Limited
Brett House, Bysing Wood Rd
Faversham, Kent, Me13 7UD
Tel: 01795 594500 - Fax: 01795 594027
info@brett.co.uk

Company/Site Location: Brett Aggregates- Hatfield		
Drawing Title: Hatfield - Lease Area		
Drawn By: JC	Verified By: RF	Paper Size: A1
Control Status: CONTROLLED	Scale: 1:2500	Date Created: 13/11/2013
	Revision: D	Revision Date: 02/07/2024
Drawing Number: HAT/05		

The COMMON SEAL of)
HERTFORDSHIRE COUNTY)
COUNCIL was hereunto affixed)
in the presence of:-)

Executed as a deed by BRETT AGGREGATES LIMITED acting by a director, ...
Director

in the presence of:

Witness Signature

Witness Name

Witness Address

Executed as a)
Deed by)
ADVANCED RESEARCH CLUSTERS GP LIMITED as general partner of ARC 1 LIMITED PARTNERSHIP)
acting by one director in the presence of:

sign here: _____ Director

_____

_____
Director

_____

print name: _____

_____

In the presence of:

_____

_____

Witness signature: Witness sign here: _____

_____

_____

Witness name: print name: _____

_____

Witness address: _____

_____

_____

_____

_____

Witness occupation: _____

Date 20

HERTFORDSHIRE COUNTY COUNCIL

- and -

BRETT AGGREGATES LIMITED

- and –

ADVANCED RESEARCH CLUSTERS GP LIMITED

-
Deed of Agreement pursuant to S.106 Town and Country Planning Act 1990 (as amended) in relation to the development of Site at land lying to the north-west of Hatfield Road, Smallford, St Albans (former Hatfield Aerodrome Site)

-

QUENTIN BAKER
Chief Legal Officer
County Hall
Hertford
SG13 8DE

REF: 17251