

Sarah Groom

From: Gail Rowley <gail.rowley@westsussex.gov.uk>
Sent: 08 December 2023 12:38
To: Malcolm Llewellyn (Cllr); Sarah Groom
Cc: Tracey McGovern; Daniel Phelps
Subject: Hurst Meadows, Hurstpierpoint - Permissive use agreement (CC803.16624)
Attachments: Template Permissive Path Agreement clean.doc; 70104744-GA-100-70104744-100-01.pdf; 70104744-GA-100-70104744-100-02.pdf

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Good afternoon, both.

I understand that you have been in touch with Tracey and Daniel in our Major Projects/Improvements Team, in respect of the provision of a shared footpath/cycle path at Hurst Meadows.

I now enclose a copy of the DRAFT permissive path agreement, together with the plans showing the route in question. This is NOT for signature at this stage, as we are still awaiting information relating to the Houltons' land, but is for you to ensure that you are happy and in agreement with the terms contained in it. If there is anything you need further information regarding, please do let me know.

Otherwise, I look forward to hearing from you in due course as to whether the agreement is acceptable to your Council.

Kind regards
Gail

Gail Rowley | Chartered Legal Executive | West Sussex County Council
Telephone: 03302 222696
Email: gail.rowley@westsussex.gov.uk
Address: Room 202, County Hall, Chichester, West Sussex, PO19 1RQ



*The Legal Services of Brighton and Hove City Council, East Sussex County Council
and West Sussex County Council working in partnership*

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THIS AGREEMENT is made this day of Two thousand and twenty-three between HURSTPIERPOINT AND SAYERS COMMON PARISH COUNCIL of Village Centre, Trinity Road, Hurstpierpoint, Hassocks BN6 9UY (hereinafter called "the Landowner") of the one part and WEST SUSSEX COUNTY COUNCIL of County Hall West Street Chichester West Sussex PO19 1RQ (hereinafter called "the Council") of the other part

WHEREAS:

- (1) The Landowner is the owner of the land situated at to the north of Brown Twins Road, Hurstpierpoint, West Sussex known as "Hurst Meadows" (hereinafter called "the Land") as shown for identification purposes only in pink on drawings no. 70104744-100-01 and 70104744-100-02 (hereinafter called "the Plans") annexed hereto
- (2) the Landowner agrees to permit the public to use the Land as a permissive shared cycle and footpath (hereinafter called "the Path")

THE LANDOWNER HEREBY DECLARES AND AGREES WITH THE COUNCIL as follows:

1. THAT such use of the Land is by way of this Agreement revocable only after a period of ten years from the date of this Agreement and then determinable by the giving of six months' notice in writing given either by the Council to the Landowner or by the Landowner to the Council
2. THAT the Land has not been dedicated to the public nor is the public's use of the Land with the Landowner's permission to be taken in any way as an intention on the Landowner's behalf to dedicate the Land to the public as a highway of any description
3. THAT use of the Land shall not be permitted on Christmas Day each year and that the Landowner shall be responsible for stopping use on that day
4. THAT this Agreement does not affect any claim that the public's actual use of the Land (if any) before the date of this Agreement may have given rise to or give rise to in the future
5. THAT the Landowner shall not do anything to make the Land unsafe or damage the surface of the Land and further will ensure that the surface of the Land is kept clear of growth
6. THAT the Path shall have a width of 3 metres

7. THAT the Landowner will maintain the Land by ensuring that side vegetation is kept cut back to preserve a minimum width of 4 metres for the Path

THE COUNCIL HEREBY DECLARES AND AGREES WITH THE LANDOWNER as follows:

8. THAT it will at its own expense sign and/or waymark the Path and maintain the Path and timber edging thereto throughout the duration of this Agreement
9. THAT it will indemnify and keep indemnified the Landowner from and against all actions claims demands costs losses charges damages and expenses incurred in respect of the use of the Land by the public pursuant to this Agreement and that except for prior breaches such indemnity will cease at such time as this Agreement is determined by the giving of the agreed notice

PROVIDED THAT:

- (i) ON receipt of any claim the Landowner shall give the Council particulars of such claim and of the circumstances out of which it arose and shall not settle such claim or enter into any negotiations with regard thereto without the consent of the Council (such consent shall not be unreasonably withheld or delayed)
 - (ii) THE Council shall not be liable for any action claims demands costs losses charges damages or expenses which arise out of or are due to any act of neglect or default on the part of the Landowner or his servants
10. FOR the avoidance of doubt it is hereby agreed and declared that:
 - (a) nothing in this agreement shall be construed as expressly providing a right for any third party within the meaning of the Contracts (Rights of Third Parties) Act 1999; and
 - (b) nothing in this Agreement is intended to confer any benefit on any third party (whether referred to herein by name class description or otherwise) or any right to enforce a term contained in this Agreement
 11. The provisions of this Agreement other than this clause shall have no effect until it is dated
 12. The expressions "the Council" and "the Landowner" shall include their respective successors in title and assign

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

SIGNED as a DEED by the said

in the presence of

Witness' name

Address

Occupation

THE COMMON SEAL of WEST SUSSEX
COUNTY COUNCIL was hereunto affixed
in the presence of:

Authorised Signatory



DATE _____ 2023

HURSTPIERPOINT AND SAYERS COMMON
PARISH COUNCIL

- and -

WEST SUSSEX COUNTY COUNCIL

PERMISSIVE CYCLE AND
FOOTPATH AGREEMENT

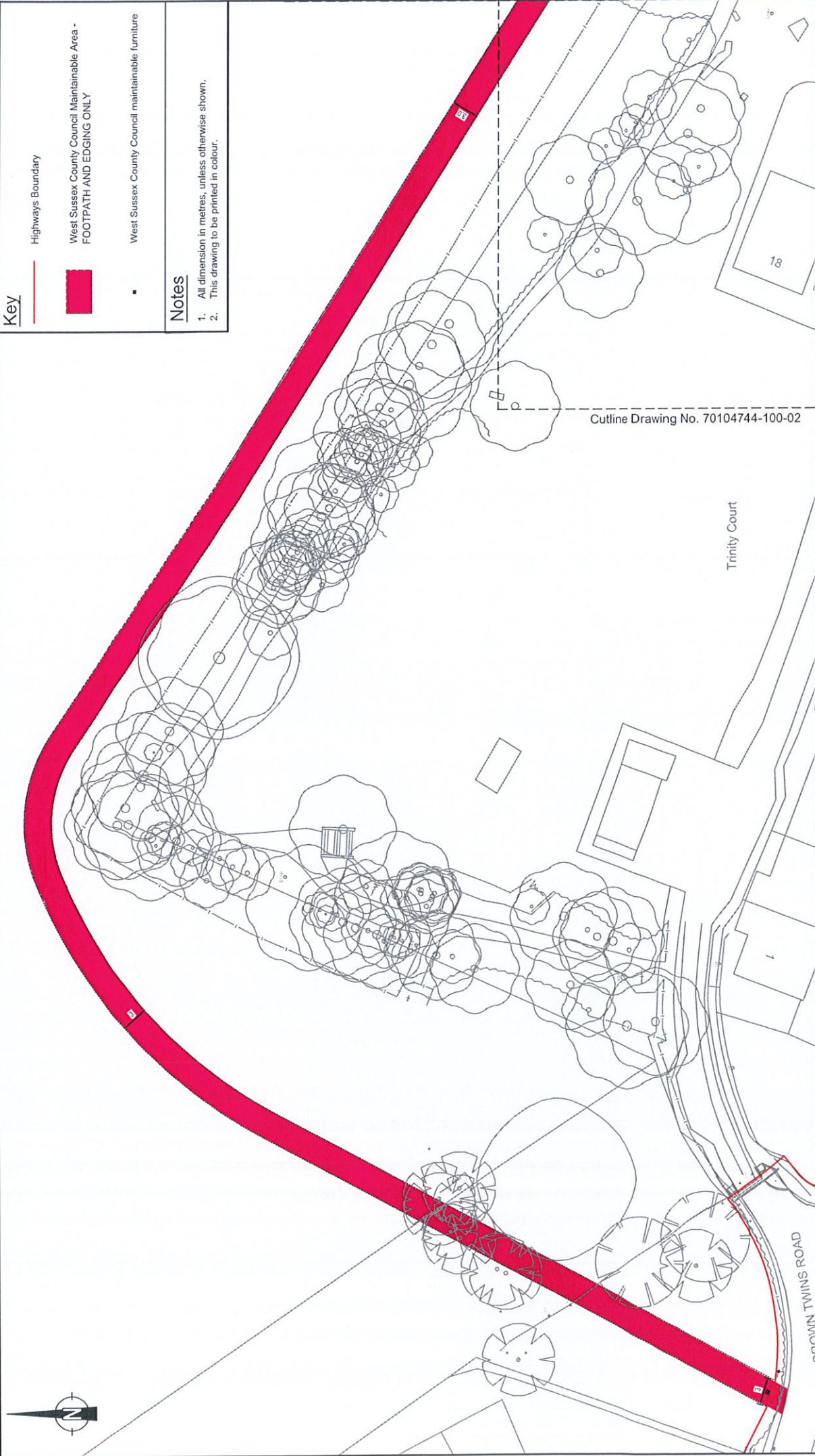


Key

- Highways Boundary
- West Sussex County Council Maintainable Area - FOOTPATH AND EDGING ONLY
- West Sussex County Council maintainable furniture

Notes

- All dimension in metres, unless otherwise shown.
- This drawing to be printed in colour.



West Sussex County Council

Highways Improvements

First Floor

Northleigh

Tower Street

Chichester

West Sussex

PO19 1RH

Project Name

Hurst Meadows Shared Cycle and Footpath, Hurstierpoint

Drawing Title

West Sussex Maintainable Area

Rev

Revision details

Chkd

Appd

Date

Drawn: DP

Chkd: TM

Appd:

Date: November 2023

For comment

For tender

For construction

As constructed

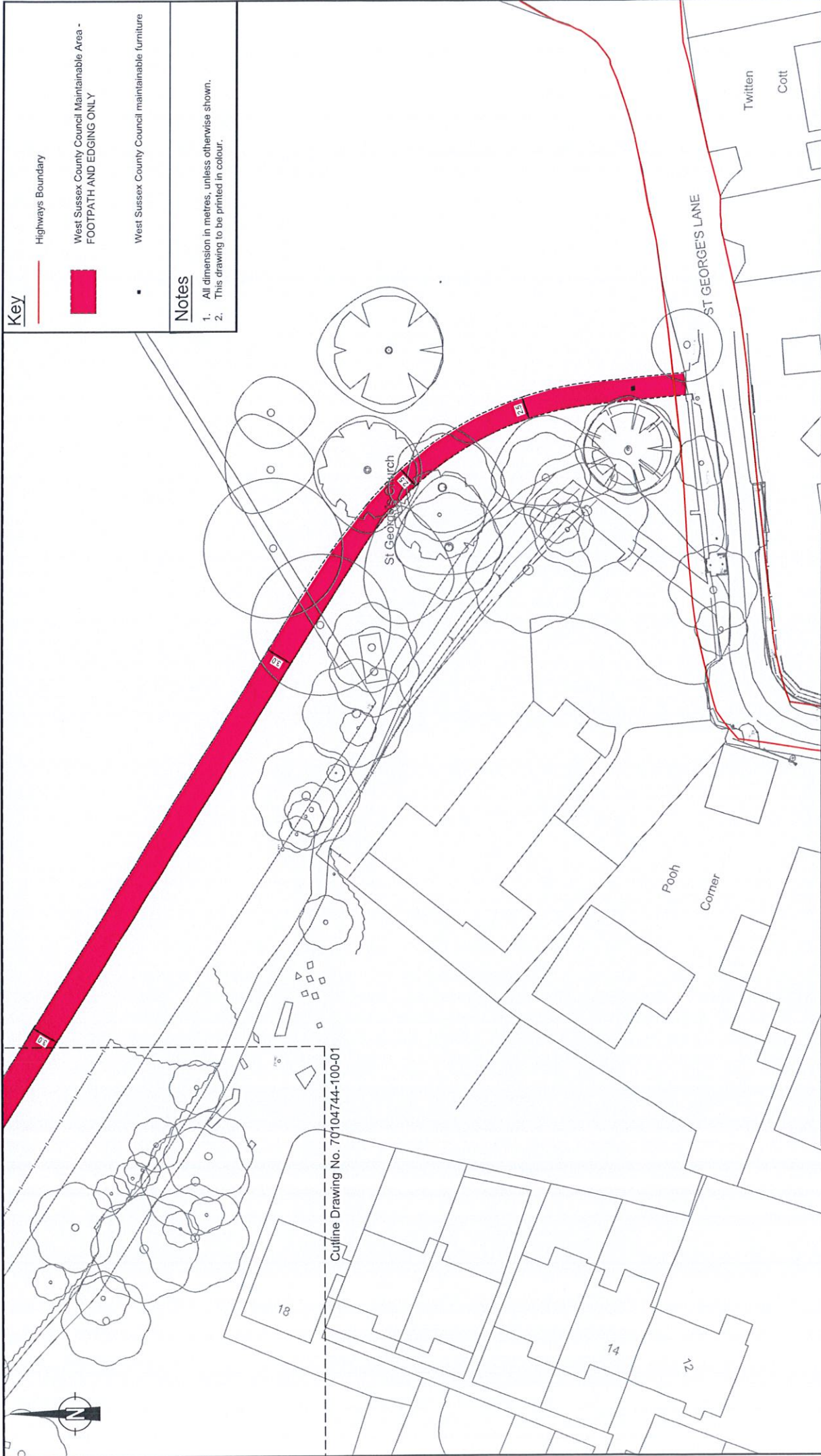
Original Drawing Size : A3

Scale : 1:500

Drawing No 70104744-100-01

Rev 0

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Original Drawing Size : A3
Scale : 1:500
Drawing No 70104744-100-02
Rev 0

Project Name
Hurst Meadows Shared Cycle and Footpath, Hurstierpoint

Drawing Title
West Sussex Maintainable Area

West Sussex County Council
Highways Improvements
First Floor
Northleigh
Tower Street
Chichester
West Sussex
PO19 1RH



Rev	Revision details	Chkd	Appd	Date
Drawn: DP			For comment	
Chkd: TM			For tender	
Appd:		✓	For construction	
Date: November 2023			As constructed	