DATED 2024

CHERWELL DISTRICT COUNCIL

-and-

KIDLINGTON PARISH COUNCIL and GOSFORD AND WATER EATON PARISH COUNCIL

-and-

THE OXFORDSHIRE COUNTY COUNCIL

DEED OF DEDICATION AND CONSENT

relating to Land at Stratfield Brake, Kidlington, Oxfordshire

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JC/59805

Anita Bradley
Director of Law & Governance and Monitoring Officer
Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND

THIS DEED is made on the day of Two Thousand and Twenty Four

BETWEEN:-

(1) **CHERWELL DISTRICT COUNCIL** of Bodicote House, White Post Road, Bodicote, Banbury, Oxfordshire OX15 4AA ("the First Lessee")

(2) **KIDLINGTON PARISH COUNCIL** and **GOSFORD AND WATER EATON PARISH COUNCIL** both care of Exeter Hall, Oxford Road, Kidlington, OX5 1AB ("the Second Lessee")

(3) **THE OXFORDSHIRE COUNTY COUNCIL** ("the Owner") of County Hall New Road Oxford OX1 1ND ("the Highway Authority")

BACKGROUND/INTRODUCTION

1. The following terms shall have the following meanings in the Deed

1.1 "the Headlease" means the Lease dated 2 April 1997 between Oxfordshire County Council ("Headlessor") and Cherwell District Council registered under leasehold title number ON196972

1.2 "the Plan" means drawing number P1B-ATK-HGN-XX-DR-CH-000100 Rev C02 attached to this Agreement"

1.3 "the Property" means the Stratfield Brake Recreation Ground, Frieze Way, Kidlington (OX5 1UP)

1.4 "Shared Use Path" means the land shown coloured cross hatched orange on the plan which lies south of the existing highway boundary on Frieze Way

1.5 "the Works" means the works to construct the Shared Use Path and adjust the exit from the Property to the existing highway as shown on the Plan

1.6 “the Underlease” means the Lease dated 24 May 1999 between Cherwell District Council and Kidlington Parish Council and Gosford and Water Eaton Parish Council registered under leasehold title number ON214970

2. The Highway Authority intends to carryout improvement work to Kidlington Roundabout shown on the plan attached to this Deed and which includes the Works

3. The Owner is the owner of the freehold title to that part of the land containing the Shared Use Path registered under title number ON1261250

4. The First Lessee is the Lessee under the Headlease to that part of the land containing the Shared Use Path

5. The Second Lessee is the Lessee under the Underlease to that part of the land containing the Shared Use Path

6. The Owner intends to dedicate under common law the Shared Use Path for use by the public as a highway for all highway purposes including for mechanically propelled vehicles

7. First Lessee and the Second Lessee intend to consent to the dedication of the Shared Use Path by the Owner

8. The Highway Authority is the highway authority for the area in which the Shared Use Path is situated and intends to adopt the Shared Use Path as highway maintainable at the public expense

CONSTRUCTION OF THIS DEED

9. Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed

10. Words importing the singular meaning where the context so admits include the plural meaning and vice versa

11. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner

12. Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise

13. "Including" means including without limitation or prejudice to the generality of any preceding description defined term phrase or word(s) and "include" shall be construed accordingly

14. Words denoting an obligation on a party to do any act or matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause, permit or allow infringement of that restriction

15. Any reference to an Act of Parliament shall include 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

16. 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 District Council and County Council the successors to their respective statutory functions

17. The headings and contents list are for reference only and shall not affect construction.

LEGAL BASIS

18. This Deed is made under common law and pursuant to the Highways Act 1980 (as amended).

19. Nothing in this Deed restricts or is intended to restrict the proper exercise of any statutory power, function or discretion in relation to Shared Use Path at any time by the District Council and County Council

GOVERNING LAW AND JURISDICTION

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

DELIVERY

21. The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated

IT IS AGREED as follows:

DEDICATION

22. The Owner hereby dedicates the Shared Use Path as highway for use by the public for all public highway purposes (including for use by mechanically propelled vehicles

LEASEHOLDER'S CONSENT

23. The First Lessee and Second Lessee consent to the dedication of the Shared Use Path by the Owner subject to the terms of this Deed ("the Consent")

SPECIFIED DATE – ADOPTION

24. The Highway Authority agrees and confirms that immediately on completion of the Works the Shared Use Path shall become highway maintainable at the public expense for the purposes of the Highways Act 1980

INDEMNITY

25. It is acknowledged and agreed that the Owner is responsible for compliance with the requirements of Section 122 Local Government Act 1972 in respect of the appropriation of the Shared Use Path and its dedication as highway and the Owner hereby indemnifies the First Lessee and the Second Lessee against all claims, costs, losses, demands, actions, proceedings and liability arising out of any claim that the Owner has not complied with Section 122 Local Government Act 1972

LESSEES CONSENT

26. At the request of the Owner as Headlessor and in consideration of the Owner's obligations in this Deed the First Lessee consents to the Owner carrying out the Works.

27. At the request of the Owner as Headlessor and at the request of the First Lessee as Lessor of the Underlease and in consideration of the Owner's obligations in this Deed the Second Lessee consents to the Owner carrying out the Works

OWNER'S OBLIGATION

28. In carrying out the Works the Owner hereby covenants:

28.1 to comply with all relevant laws and the terms of all licences and consents required and shall carry out the Works in a good and workman like manner.

28.2 to cause as little disturbance and inconvenience as reasonably possible to the users of the Property and will not infringe any rights of any person in relation to the Property.

OWNER'S CONFIRMATION AND INDEMNITY

29. The Owner confirms that nothing in this Deed shall be considered a breach of First Lessee's covenants contained in the Headlease and the Second Lessee's covenants contained in the Underlease and hereby Indemnifies the First Lessee and the Second Lessee against all liabilities, costs , expenses, damages and losses suffered or incurred by the First Lessee and the Second Lessee arising out of the Headlease, Underlease or in connection with the Consent or the Works.

COSTS

30. Prior to completion of this Deed the Owner shall pay to the District Council their reasonable legal costs of £3,000.00 incurred in connection with the negotiation, preparation, completion and post-completion administration of this Deed

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

THE COMMON SEAL of **THE**	)
OXFORDSHIRE COUNTY COUNCIL	)
was affixed to this Deed	)
in the presence of:-	)
	Director of Law & Governance/ Authorised Officer

EXECUTED AS A DEED

By affixing the common seal of	)
CHERWELL DISTRICT COUNCIL	)
in the presence of:-	)

SIGNED AS A DEED by the said	)
KIDLINGTON PARISH COUNCIL	)
acting by two members namely	)
	)
and	)
	)
in the presence of:	)

SIGNED AS A DEED by the said	)
GOSFORD AND WATER EATON	)
PARISH COUNCIL	)
acting by two members namely	)
	)
and	)
	)
in the presence of:	)