

THIS PUBLIC PATH CREATION AND MAINTENANCE AGREEMENT is made the ...17th... day of April.... Two thousand and Eighteen BETWEEN THE STAFFORDSHIRE COUNTY COUNCIL, 1 Staffordshire Place, Tipping Street, Stafford ("the Council") and IBSTOCK BRICKS LTD,(insert address in here) ("the Owner")

WHEREAS:

(1) **Title of owner**

The Owner is [seised in fee simple in possession free from incumbrances] (or) is registered as proprietor with an absolute freehold title under Title No.] of the land ("the land")situate in the district of the Council known as Silverdale, Newcastle-under-Lyme and shown edged in red on the plan annexed ("the plan")

(2) **Right of Way**

The Owner intends to dedicate a public right of way as a Footpath across the land and such right of way is shown on the plan by a bold broken black line between points A (382147 347284) and B (382388 347238).

(3) **Repair and Maintenance**

The Owner has agreed to be responsible for the repair and maintenance costs of the Footpath including vegetation clearance.

(4) **Needs of agriculture and forestry**

The Council has consulted all local authorities in whose area the land is situated and has had due regard to the needs of agriculture (including the breeding and keeping of horses) and forestry and the desirability of conserving flora, fauna and physiographical features.

(5) **Statutory Authority**

The Council enters into this agreement pursuant to its powers under Section 25 of the Highways Act 1980, Section 111 of the Local Government Act 1972 and the Covenants on the part of the owner are ones to which Section 33 of The Local Government (Miscellaneous Provisions) Act 1982 apply. NOW IT IS AGREED AS FOLLOWS:

1. Condition Precedent

This agreement is conditional upon and shall not come into effect until:

(i) The STAFFORDSHIRE COUNTY COUNCIL (PUBLIC FOOTPATH NO.18 SILVERDALE PARISH) PUBLIC PATH DIVERSION ORDER 2015 has been confirmed and

(ii) The Council confirm to the Owner that any works required to bring the footpath created by this Agreement have been completed to the satisfaction of the Council.

2. Grant

The Owner dedicates for use by the public for the purpose of a footpath the strip of land ("the Strip") shown on the plan running between points A to B and having a width of not less than 2 metres and described in the First Schedule hereto to the intent that the Strip shall be enjoyed by the public as a footpath.

3. Works

The Owner agrees at their own expense to make up and form as necessary the said Strip as a footpath ("the footpath") along the route indicated by a bold broken black line between points A to B on the plan and agrees to undertake at their own expense the works described in the Second Schedule.

4. Reservation

The Owner dedicates the footpath over the Strip subject to the reservation of the right to erect and maintain a pedestrian kissing gate in accordance with BS5709:2006 at the position marked B on the plan at grid reference 382388 347238

5. Repair and Maintenance

The Owner hereby covenants with the Council that the Owner and his successors in title shall maintain the gate installed at Point B and the footpath between points A to B in good repair at all times and in a fit condition for use by the public as a footpath.

6. Proof of Title

The Owner shall, (at the Owner's expense), if called upon by the Council prove their title to the Strip as beneficial owner in fee simple.

7. Notice of Dedication

The Council (at the Owner's expense) will give notice of the dedication of the footpath pursuant to section 25(6) of the Highways Act 1980.

8. Memorandum

A memorandum or memoranda of this Agreement shall be endorsed on the Owner's title deed to the land and the Owner shall (upon request) produce the said title deed for inspection by the Council with such memorandum or memoranda endorsed thereon. **[Note: delete if the Land is registered]**

or

REGISTRATION

The Owner (at the Owner's expense) shall request the Land Registry, within 28 days of completion of this agreement, to enter notice of this agreement on the relevant land registry title mentioned herein and forward evidence to the Council within 28 days of completion.

. [Note: delete if the Land is unregistered]

9. Each party shall be responsible for its own costs and expenses incurred in connection with the negotiation, preparation and execution of this agreement, but for the avoidance of doubt the costs of advertising the dedication in accordance with Article 7 of this Agreement will be met by Istock Bricks Ltd.

THE FIRST SCHEDULE

Description of Footpath being Created between points A and B on the plan

A new Public Footpath commencing at its junction with Blackbank Road at grid reference 382388 347238 (point B on the plan) and running along the track in a generally westerly direction for approximately 240 metres to its junction with the

northern end of Public Footpath No 14 Silverdale Parish at grid reference 382147 347284 (point A on the plan).

THE SECOND SCHEDULE

Works to be completed by the Owner before this Agreement takes effect:

- A Public Footpath fingerpost to be installed at grid references 382147 347284 and 382388 347238.
- Vegetation clearance between grid reference 382147 347284 and 382388 347238.

IN WITNESS whereof the Parties hereto have executed this Agreement as a Deed and have delivered it upon dating the day and year first before written

THE COMMON SEAL of the
STAFFORDSHIRE COUNTY COUNCIL

was hereunto affixed to this Deed in the presence of:-



Authorised Signatory

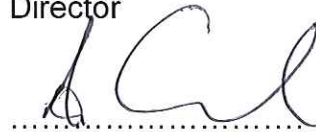
SIGNED as a Deed by IBSTOCK BRICKS LTD

And signed by a Director and The Secretary

or two Directors.....

.....D. Bowker

Director

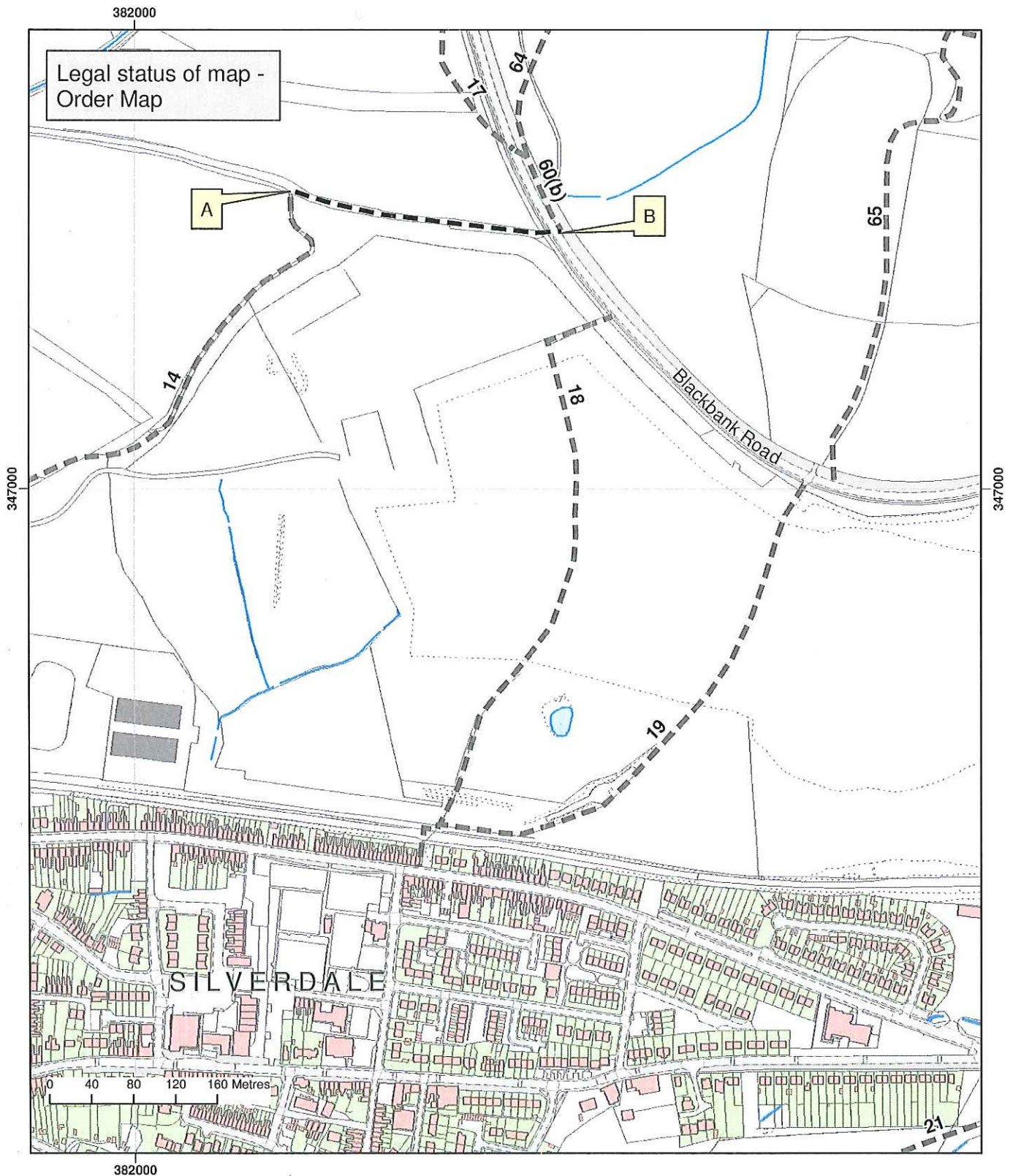


Director/Company Secretary



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Highways Act 1980, Section 25.
 Creation of Public Footpath in Silverdale Parish.



Map created at the scale of 1:5,000
 (facsimiles may vary)

--- Path to be created (A - B)

Rights of Way Unaffected

--- Footpaths

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