

DATED 11<sup>th</sup> April 2017

**PETER JOHN GEAR**

and

**HERTFORDSHIRE COUNTY COUNCIL**

and

**THE AGRICULTURAL MORTGAGE CORPORATION PLC**

The Highbury Farm Public Path Creation Agreement 2015  
pursuant to Section 25 of the Highways Act 1980  
relating to a footpath in the Parish of Ardeley

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

157/5/10

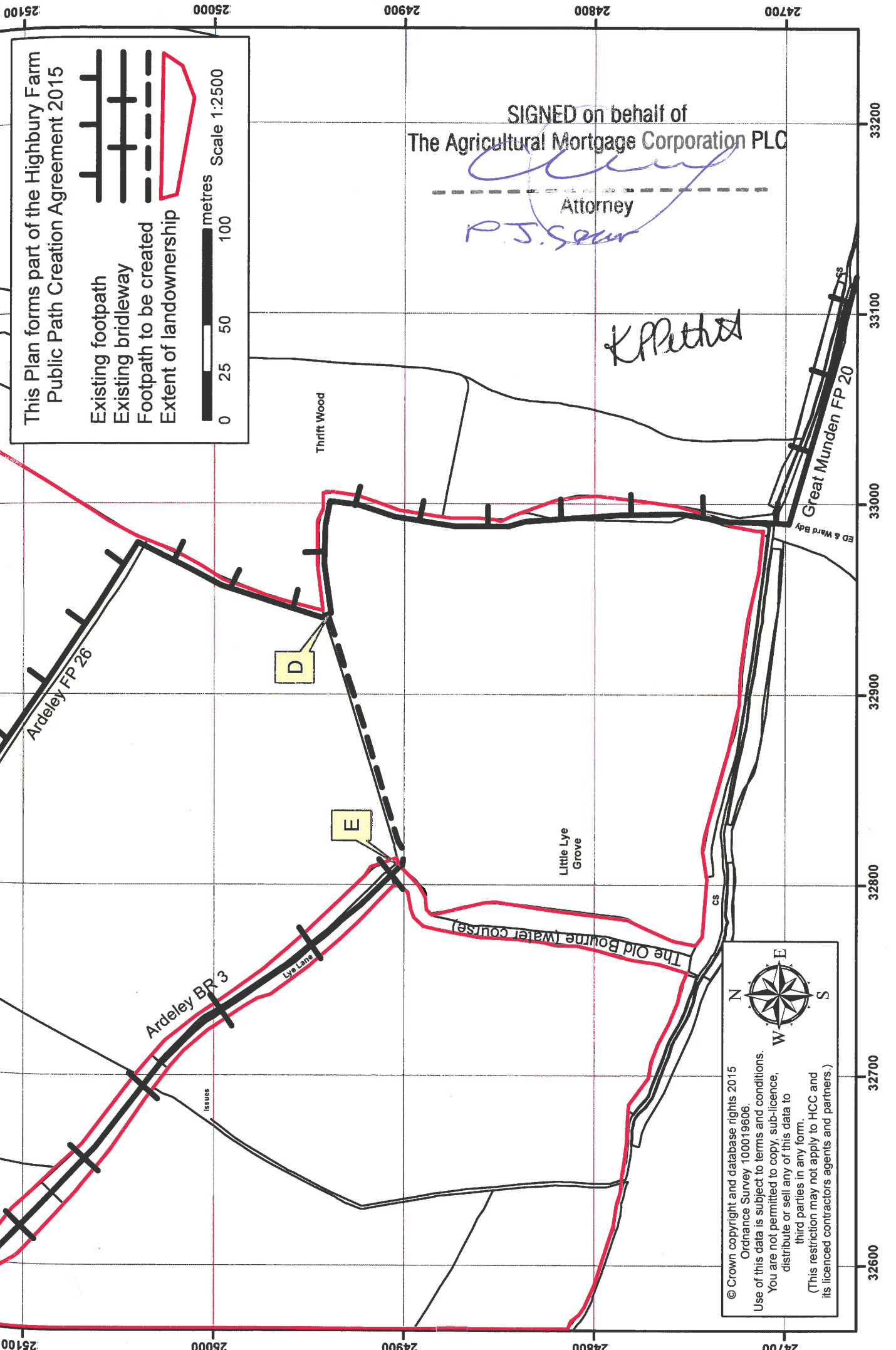
This Agreement is made the 11<sup>th</sup> day of April 2017

**BETWEEN**

- (1) **PETER JOHN GEAR** of Highbury Farm, Wood End, Ardeley, Hertfordshire SG2 7BD ("the Owner")
- (2) **HERTFORDSHIRE COUNTY COUNCIL** of County Hall, Pegs Lane, Hertford, Hertfordshire SG13 8DN ("the County Council")
- (3) **THE AGRICULTURAL MORTGAGE CORPORATION PLC** (Company Registration No. 234742) whose registered office is situated at Charlton Place Charlton Road Andover Hampshire SP10 1RE ("the Mortgagee")

**1. PRELIMINARY**

- 1.1 The Owner is the registered proprietor of land at Wood End Ardeley in the county of Hertfordshire which is registered at the Land Registry under title number HD321285 subject to a registered charge dated 9 June 1994 and which for the purposes of identification only is shown edged red on the Plan
- 1.2 The Mortgagee has the benefit of the registered charge referred to in recital 1.1 above
- 1.3 The County Council is the highway authority for Hertfordshire.
- 1.4 The County Council has consulted with East Herts District Council and Ardeley Parish Council in whose area the Footpath is situated
- 1.5 The Owner has applied to the County Council for the Public Path Diversion Order to be made under S119 of the Highways Act 1980 for the diversion of Footpath 26 Ardeley on his land and is willing to dedicate the Footpath for use by the public after the coming into force of the Public Path Diversion Order



This Plan forms part of the Highbury Farm Public Path Creation Agreement 2015

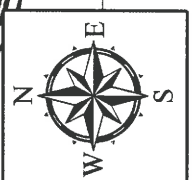
Existing footpath  
Existing bridleway  
Footpath to be created  
Extent of landownership

metres  
0 25 50 100  
Scale 1:2500

SIGNED on behalf of  
The Agricultural Mortgage Corporation PLC

*[Signature]*  
Attorney  
*P.J. Sewer*

*K.P. Pethica*



© Crown copyright and database rights 2015  
Ordnance Survey 100019606.  
Use of this data is subject to terms and conditions.  
You are not permitted to copy, sub-licence, distribute or sell any of this data to third parties in any form.  
(This restriction may not apply to HCC and its licenced contractors agents and partners.)

1.6 For the avoidance of doubt if the Public Path Diversion Order is not made, or is made but not confirmed in the form in which it is made or is made and confirmed in the form in which it is made but is quashed, revoked or otherwise withdrawn as a result of legal challenge this Agreement shall cease to have any further effect.

## 2. DEFINITIONS

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

“the 1980 Act”	The Highways Act 1980
“the Certificate of Completion”	The certificate to be issued by the Director upon completion of the Works to the satisfaction of the Director
“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 Chief Executive and Director of Environment for the time being and his agents
“the Footpath”	The route shown and labelled D-E on the Plan such route being more particularly described in Part 1 of the Schedule
“the Land”	The land referred to in recital 1.1 above
“the Owner”	Peter John Gear and his successors in title
“The Plan”	The plan marked “This Plan forms part of the Highbury Farm Public Path Creation Agreement 2015” and attached hereto
“the Public Path Diversion Order”	The order attached hereto
“the Schedule”	The schedule attached hereto
“the Specification”	The specification agreed in writing by the County Council and attached hereto

“the Works”

The construction of the Footpath

- 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 this Agreement the Owner for itself and its successors in title hereby unconditionally and irrevocably dedicates the Footpath as public highway
- 4.2 The Owner shall carry out the Works within ten 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
- 4.3 The County Council shall be deemed to have accepted the dedication of the Footpath as public highway on the date of the issue of the Certificate of Completion and the Footpath 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

- 4.4 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
- 4.5 Following the issue of the Certificate of Completion the Owner shall make the Footpath freely available at all times for use by the general public on foot
- 4.6 The Owner hereby indemnifies the County Council in respect of all actions claims demands expenses and proceedings arising out of or in connection with or incidental to the carrying out of the Works and any works required by any statutory undertaker other than those arising under parts I and II of the Land Compensation Act 1973
- 4.7 The Owner shall without any prejudice to its liability in clause 4.6 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
- 4.8 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**

A public footpath commencing at the junction with Ardeley Footpath 26 at the south western corner of Thrift Wood at TL 3294 2494 (point D on the Plan) and continuing along the southern side of the field boundary in a generally south westerly direction for approximately 140 metres to the junction with Ardeley Bridleway 3 (Lye Lane) at TL 3281 2490 (point E on the Plan).

Width: 3 metres between TL 3294 2494 (point D on the Plan) and TL 3281 2490 (point E on the Plan)

**THE SPECIFICATION**

- 1. Signing and waymarking
  - 1.1 Waymarking posts at points D and E on the Plan.
- 2. Works to provide a width of 3 metres
  - 2.1 Surface works: nil.
  - 2.2 Side growth: to be cut back.

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

Signed as a deed by  
PETER JOHN GEAR  
in the presence of

X PJG *P. J. Gear*.....

Signature of witness

X *R. A. Humphreys*.....

Name and address of witness  
(IN BLOCK CAPITALS)

*ROBERT ALAN HUMPHREYS*  
*3 CHESTNUT GROVE*  
*BRAINTREE ESSEX*.....

SIGNED AND DELIVERED as a Deed

By

**Neal Fennell**

As Attorney and for The Agricultural Mortgage Corporation PLC

In the presence of:-

CORAL JACQUELINE WARNER

Chariton Place

Chariton Road

Andover

Hampshire SP10 1RE

~~Director/Company Secretary~~

*Neal Fennell*  
*1004359*  
*Coral Jacqueline Warner*

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

Full name: *Kathryn Pettitt*

Signature: .....

*K Pettitt*

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



*495/17*