

NOTICE OF MAKING PUBLIC PATH CREATION AGREEMENT

HIGHWAYS ACT 1980 SECTION 25

The Marsh Lane Creation Agreement 2015

Stanstead Abbots

The above named Agreement, made on 11th February 2015 under section 25 of the Highways Act 1980, has the effect of creating the public footpath running from A to G and shown on the attached plan.

The footpath runs around the field on the north side of Marsh Lane, Stanstead Abbots, and is a width of 3 metres.

Under section 25 there is no right of objection and the Agreement has taken immediate effect.

Dated 6th March 2015

DATED

11th February

2015

FRENCH & JUPPS LIMITED
and
HERTFORDSHIRE COUNTY COUNCIL

The Marsh Lane Creation Agreement 2015
pursuant to section 25 of the Highways Act 1980
relating to a footpath in the parish of Stanstead Abbots

Kathryn Pettitt, Chief Legal Officer
Hertfordshire County Council
Legal Services
County Hall
Hertford
SG13 8DE

This Agreement is made the 11th day of February

2015

BETWEEN

- (1) **FRENCH & JUPPS LIMITED** (Company Registration No. 00165116) of The Maltings, Roydon Road, Stanstead Abbots, Ware, Hertfordshire, SG12 8HG ("the Owner")
- (2) **HERTFORDSHIRE COUNTY COUNCIL** of County Hall, Pegs Lane, Hertford, Hertfordshire, SG13 8DN ("the County Council")

1. PRELIMINARY

- 1.1 The Owner is the registered proprietor of land at Marsh Lane, Stanstead Abbots in the county of Hertfordshire which is registered at HM Land Registry under title number HD370574 and which for the purposes of identification only is shown edged red on Plan 1
- 1.3 The County Council is the highway authority for Hertfordshire
- 1.4 The County Council has consulted with East Herts District Council and Stanstead Abbots Parish Council in whose area the Footpath is situated
- 1.5 The Owner is willing to dedicate the Footpath for use by the public

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 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

This Plan forms part of the Marsh Lane Creation Agreement 2015

Plan 1

Land owned by French & Jupps Ltd

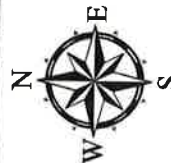


0 20 40 80 120 160 metres

Scale 1:2500

Appears on DM sheet no. 60

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STANSTEAD ABBOTTS

*Maybrook
Dand Jupp*



This Plan forms part of the Marsh Lane Creation Agreement 2015
Plan 2

Footpath to be created - - - - -



Scale 1:1250

11700

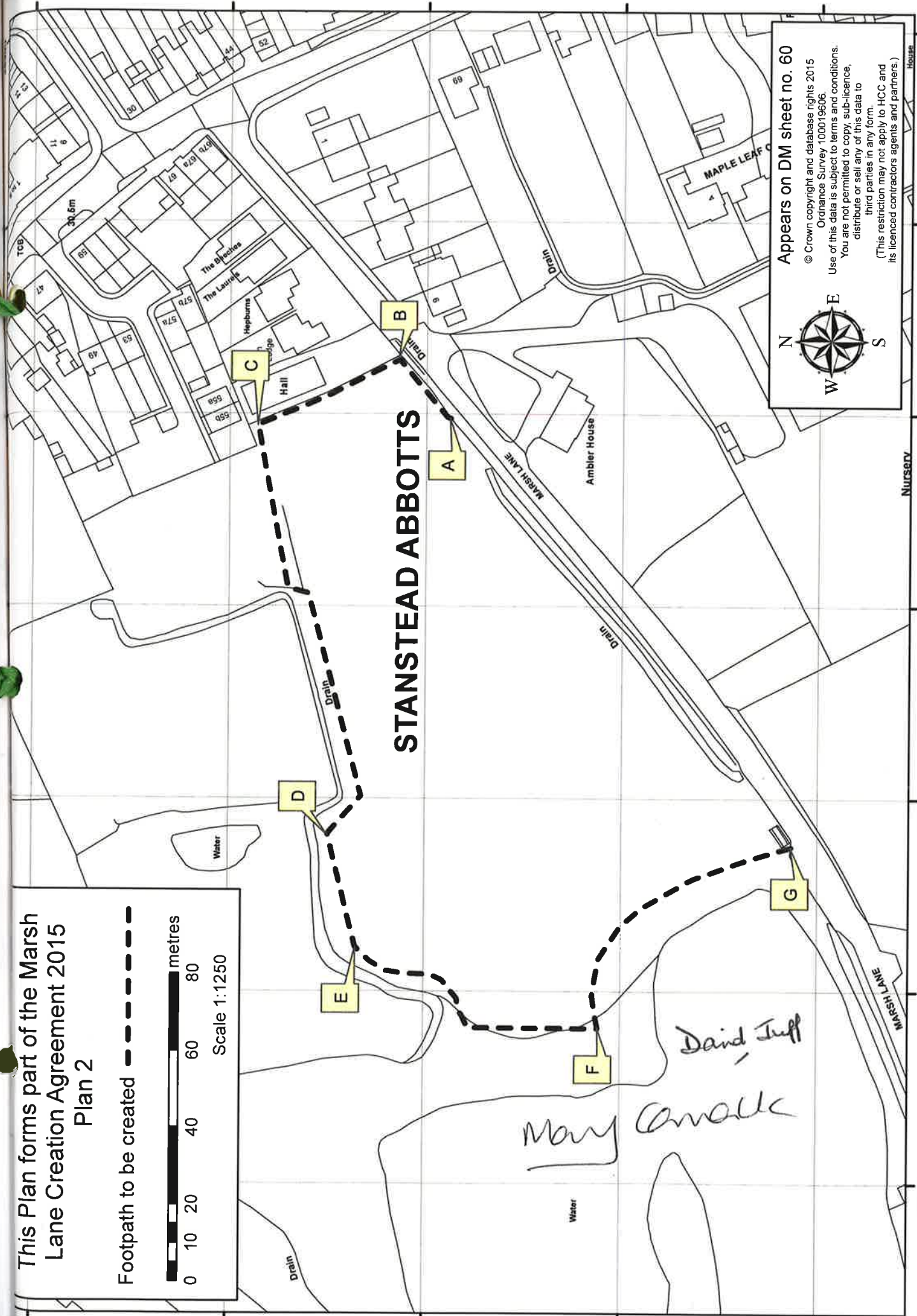
11650

11600

11550

11500

STANSTEAD ABBOTTS



Appears on DM sheet no. 60

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38900
38850
38800
38750
38700
38650
38600

“the Footpath”	The route shown by a bold broken line and labelled A-G on Plan 2 such route being more particularly described in the Schedule
“the Land”	The land referred to in recital 1.1 above and edged red on Plan 1
“Plan 1”	The plan marked “Plan 1” and attached hereto
“the Owner”	French & Jupps Limited and their successors in title
“Plan 2”	The plan marked “Plan 2” and attached hereto
“the Schedule”	The schedule attached hereto

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 hereof the Owner for itself and its successors in title hereby unconditionally and irrevocably dedicates the Footpath as public highway
- 4.2 The County Council shall be deemed to have accepted the dedication of the Footpath as public highway on the date hereof and the Footpath shall immediately and automatically from the date hereof 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 make the Footpath freely available at all times for use by the general public on foot

THE SCHEDULE

The public footpath commencing from Marsh Lane at the entrance to the Land at TL 3880 1159 (point A on Plan 2) and continuing in a generally north easterly direction for approximately 20 metres inside the southern boundary of the Land to the south eastern corner of the Land at TL 3881 1160 (point B on Plan 2), then continuing in a generally north westerly

direction for approximately 40 metres inside the eastern boundary of the Land to the north eastern corner of the Land at TL 3879 1164 (point C on Plan 2), then continuing in a generally south westerly direction for approximately 125 metres through the woodland to TL 3869 1162 (point D on Plan 2), then leaving the woodland and continuing in a generally south westerly direction through the field for approximately 20 metres before re-entering the woodland at TL 3866 1161 (point E on Plan 2), and continuing through the woodland in a generally south westerly and southerly direction for approximately 45 metres before leaving the woodland at TL 3864 1155 (point F on Plan 2) and continuing around the western boundary of the field in a generally south easterly direction for approximately 75 metres, crossing the bridge to join Marsh Lane at TL 3868 1150 (point G on Plan 2).

Width: 3 metres

Limitations: none

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

The Common Seal of
FRENCH & JUPPS LIMITED
was hereunto affixed
in the presence of

Full name: David Jupp

Signature: David Jupp

Director/Company Secretary*

Full name: David Watson

Signature: David Watson

Director/Company Secretary*

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

Full name: Mary Cormack

Signature: Mary Cormack

Chief Legal Officer/Assistant Chief Legal Officer*

Mary Cormack
Asst Chief Legal Officer

