



Dated 19th December 2007

## PERMISSIVE PATH AGREEMENT

Re: Land at Kings Farm Wood, Wroughton

BETWEEN

P W HIGTON (1)

and

SWINDON BOROUGH COUNCIL (2)

**BATH**  
Midland Bridge  
Bath  
Somerset

BA1 2HQ

Tel: 01225 340000

**BRISTOL**  
Saint Bartholomews  
Lewins Mead  
Bristol

BS1 2NH

Tel: 0117 929 3369

**LONDON**  
142 Buckingham  
Palace Road  
London

SW1W 9TR

Tel: 020 7824 9111

**SWINDON**  
6 Drakes Meadow  
Penny Lane  
Swindon  
Wiltshire  
SN3 3LL

Tel: 01793 410800

**THIS PERMISSIVE PATH AGREEMENT** is made the 19<sup>th</sup> day of December 2007  
**BETWEEN PETER WILLIAM HIGTON** of Rolleston Cottage, Rolleston Road,  
Shrewton, Salisbury, Wiltshire SP3 4HG (the "Landowner") of the one part and  
**SWINDON BOROUGH COUNCIL** Swindon, Wiltshire SN1 (the "Borough Council") of  
the other part

**WHEREAS**

- (1) The Landowner is the fee simple owner of the land at Kings Farm Wood,  
Wroughton, Swindon, Wiltshire more particularly delineated on the plan  
annexed hereto (the "Plan") and thereon coloured red (the "Property")
- (2) The Landowner has no intention of dedicating to the public any public rights of  
way on or over the Property but has agreed subject to the conditions of this  
Agreement to grant to the Borough Council such permissions as are hereinafter  
mentioned in order to enable members of the public to walk on the permissive  
path specified below.
- (3) The Borough Council enters into this Agreement in accordance with its powers  
under section 39 (1) Wildlife and Countryside Act 1981.

**NOW IT IS HEREBY AGREED** as follows:

1. **THE** Landowner hereby grants to the Borough Council for itself and its servants

and agents and all persons authorised expressly or impliedly by the Borough Council:

- (a) permission to enjoy access on foot only over and along a strip of land 1.5 metres wide shown between points A and B on the Plan (the "Permissive Path");
- (b) permission to enter onto the Property to a distance of one metre on either side of the Permissive Path for the purpose of clearing undergrowth and maintaining the Permissive Path as hereinafter provided; and
- (c) permission to execute the works set out in the Schedule hereto (the "Works")

for a term of fifteen years from the date hereof subject as provided in clause 2 hereof.

2. **THE** Landowner hereby reserves the right (subject to the undertakings set out in Clause 3 hereof) temporarily to withdraw the permissions set out in clause 1 hereof and close the Permissive Path where it is expedient to do so in view of agricultural or other land management operations or sporting events or for security or seasonal or weather reasons **PROVIDED** that before doing so the Landowner shall except in an emergency give notice to the Borough Council

and post notices of the intended closure at points A and B on the Plan at least 48 hours before the intended closure.

3. **THE** Landowner undertakes that:

- (a) he will not close the Permissive Path during daylight hours under the provisions of Clause 2 above for more than 25 days in any one-year;
- (b) on the reopening of the Permissive Path he will remove the notices of intended closure, which he had displayed in accordance with Clause 2 above.

4. **THE** Borough Council hereby covenants with the Landowner as follows:

- (a) forthwith to execute and maintain the Works in good repair and condition;
- (b) on the termination of this Agreement to remove all signs and anything else erected or installed by the Borough Council;
- (c) subject to (f) below, to keep the Permissive Path clear of growing crops and other vegetation whether growing from the surface sides or above and to keep the Permissive Path clear of other obstructions and in all

respects in a suitable condition for use by those permitted to use it;

- (d) to keep the Permissive Path in a reasonably clean and tidy state and free from litter and rubbish;
- (e) to erect and maintain any gates stiles bridges and other furniture pertaining to the Permissive Path in an appropriate condition;
- (f) not to cut down or main or injure any tree or sapling without the prior consent in writing of the Landowner;
- (g) to install and maintain painted coloured waymarks of a size and colour and in such a position as may be agreed in writing with the Landowner;
- (h) to erect notices warning users of the Permissive Path of any dangers on or near the Permissive Path;
- (i) not to assign or part with possession or control of any of the permissions hereby granted;
- (j) not to do anything in connection with the permissions hereby granted which may be or become a nuisance or annoyance or cause damage to the Landowner or to the tenants or occupiers of the Property or to the owner's tenants or occupiers of any adjoining or neighbouring property.

5. **THE** Landowner excludes himself from the liability, which the Occupiers Liability Act 1957 imposes on an occupier to a visitor.

6. The Landowner hereby gives notice to the Borough Council pursuant to section 31 of the Highways Act 1980 THAT nothing herein contained shall amount to or be construed as a permanent grant demise or dedication or agreement to make a permanent grant demise or dedication of any part of the Property to the Borough Council or to any members of the public as a public right of way.

**AS WITNESS** the hands of the parties hereto the day and year first above written.



## THE SCHEDULE

### The Works

Signs at points A and B on the Plan reading

"Permissive Path: this path is not a public right of way - members of the public are permitted to walk along this path until such time as the Landowner withdraws permission. The Landowner may withdraw permission permanently or temporarily but will give advance notice. People using this path do so entirely at their own risk. Please keep dogs under control and keep the path clean".

*Signature not displayed*

Signed by the Landowner:  
in the presence of:

*Signature not displayed*

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

*MTC CHEAL*  
*Thring Road*  
*Lee & Pemberton*  
*Solicitor*

*Sealed*

Signed by:  
for and on behalf of and  
duly authorised by the Borough  
Council in the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

*8139/07*

*Signature not displayed*

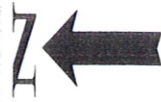


© Crown Copyright. All rights reserved Swindon Borough Council 100024296 2007

KINGS FARM WOOD

PERMISSIVE PATH A ———— B

EXISTING PUBLIC PATH - - - - -



O.S. Base map printed by  
Environment & Regeneration  
Swindon Borough Council

Swindon Borough Council  
rights@swindon.gov.uk



Date: 27th November 2007



8139/07

*Signature not displayed*

**HEAD OF LITIGATION  
AND PERSONAL SERVICES**