

## FOOTPATH CREATION AGREEMENT AT BINWESTON IN THE PARISH OF WORTHEN WITH SHELVE 2024

This Public Path Creation and Maintenance Agreement is made on the 7<sup>th</sup> March 2024 Between Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND ("the Council") and James Anthony Dale ("the Owner").

Whereas:

### **(1) Title of owner**

The Owner is registered as proprietor with an absolute freehold title under Title No. SL235146 of the land ("the land") situate in Binweston in the parish of the Council known as Worthen with Shelve and shown edged in red on the first plan annexed ("Plan A")

### **(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 second plan annexed ("Plan B") by a bold broken black line between points A (SJ 3011 0417) and B (SJ 3014 0427).

### **(3) Repair and Maintenance**

The Owner and The Council are responsible for the repair and maintenance costs of the Footpath in accordance with the Highways Act 1980.

### **(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 Shropshire Council (Public Bridleway No.53 Worthen with Shelve Parish) Public Path Diversion Order 2019 and The Shropshire Council (Footpath 64, Parish of Worthen with Shelve) Public Path Extinguishment Order 2019 have been confirmed

(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 Plan B 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 footpath ("the footpath") along the route indicated by a bold broken black line between points A to B on Plan B already existing and no additional works are required.

## **4. Repair and Maintenance**

The Owner hereby covenants with the Council that the Owner and his successors in title shall maintain 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.

## **5. 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.

## **6. Notice of Dedication**

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

## **7. Registration**

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

8. 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 the Council.

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**First Schedule**

A footpath to be created in the Parish of Worthen with Shelve from point A on the attached plan (GR SJ 3011 0417) running in a general east-north-easterly direction along a farm access track for approximately 110 metres then turning to follow a general north westerly direction along a section of hedged lane for approximately 60 metres to its junction with Footpath 65 at point B on the plan (GR SJ 3014 0427); a total distance of approximately 170 metres with a width of 2 metres throughout.

**Second Schedule**

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

- A Public Footpath fingerpost to be installed at grid reference SJ 3011 0417
- A Public Footpath waymark to be installed at grid reference SJ 3014 0427

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.

SIGNED AS A DEED BY THE SAID

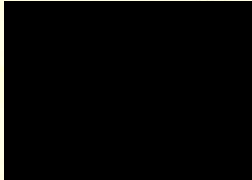
JAMES ANTHONY DALE



IN THE PRESENCE OF:



SGITTINS



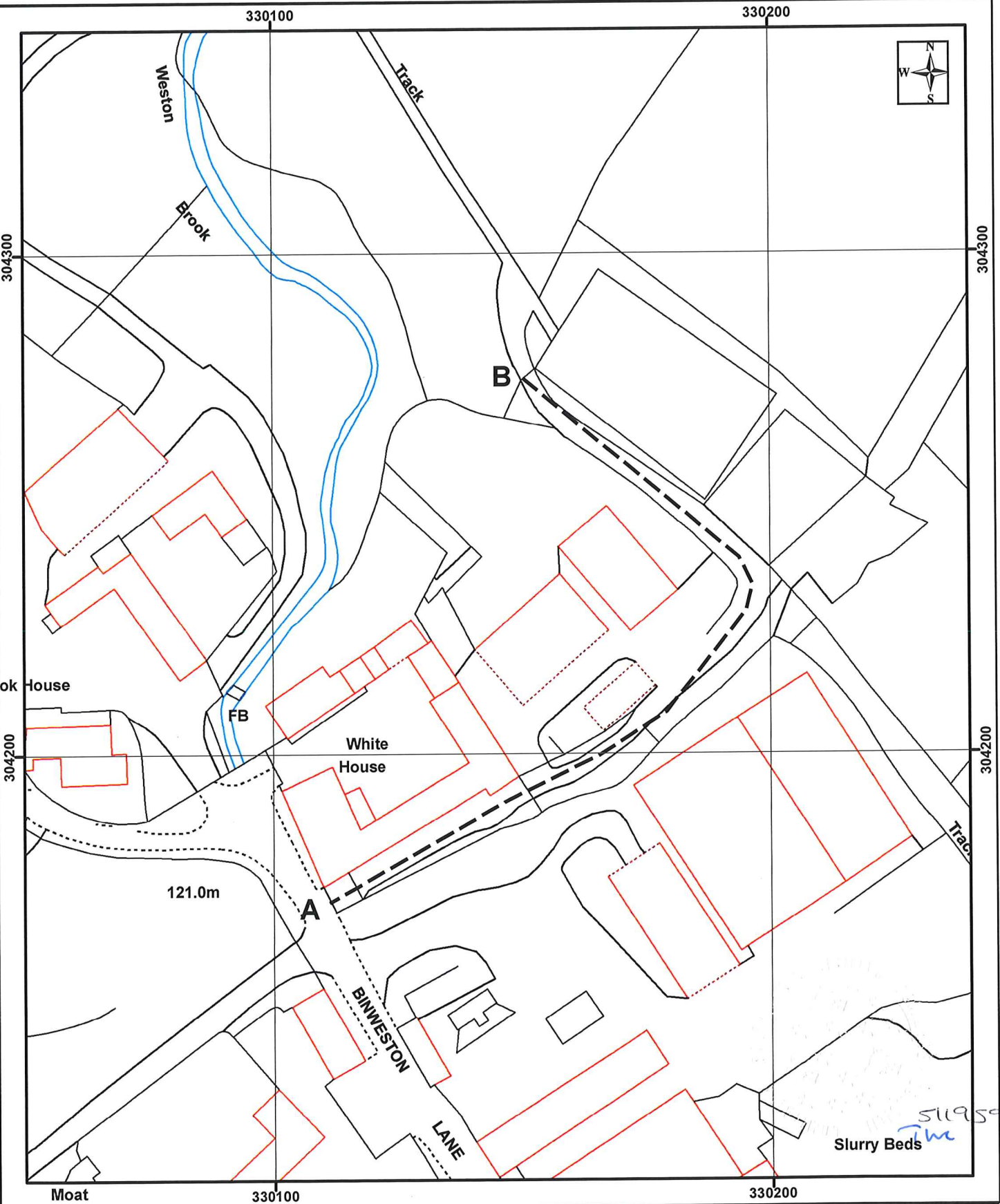
EXECUTED AS A DEED BY AFFIXING THE  
COMMON SEAL OF SHROPSHIRE  
COUNCIL ON 7<sup>th</sup> March 2024

51959

IN THE PRESENCE OF:

*Tim Collard*

Tim Collard  
Assistant Director, Legal and Governance  
(Monitoring Officer)



The Shirehall, Abbey Foregate  
Shrewsbury, Shropshire, SY2 6ND

**Key**

**Route to be created** - - - - -  
**Existing to remain** . . . . .

Scale: 1:1,000

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