

## Permissive Path Agreement

Relating to

Insert Trail Name

SAMPLE

**THIS AGREEMENT** is made on the **insert date**, between **insert landowner name** (hereinafter called “the Grantor”) of the One Part and **insert Council Name** having its office at **insert Council address** (hereinafter called “the Council”) of the Other Part.

Whereas in exercise of their duties in the promotion of countryside recreation and tourism development within their district the Council is desirous of acquiring for the benefit of the public a Lease of a permissive path hereinafter described in terms and conditions hereinafter contained.

Now these presents witnesseth as follows:

1. The Grantor shall let and the Council shall take a permissive path or passage **on foot at all times** for all persons from time to time wishing to use same across the lands of the Grantor of which the Grantor is seized in fee simple along the pathway marked **A/B, C-D and E-F** on the **plan annexed** to the Agreement, from grid reference **A/B (insert GR, C-D (insert GR - insert GR) and E-F (insert GR - insert GR)**, for the term of **25 years** from the first day in **insert month** in the year **insert year** and thereafter from year to year until terminated by either party upon giving the other six months’ notice in writing a the yearly rent of One Pound Sterling (if demanded) payable in advance on the First day of **insert month** in every year, the first payment due and payable in the First day of **insert month** in the year **insert year**. The said permissive path shall extend for a distance of one metre on either side of the line AB on the plan annexed hereto.
2. The Council hereby covenants:
  - 2.1 To execute the works (incorporating signage, stiles and path furniture as required) and thereafter to maintain such works in good repair and conditions
  - 2.2 On the termination of the Agreement or permanent closure of the permissive path to remove all signs and other works which have been executed by the Council
  - 2.3 To keep the surface of the permissive path free from natural vegetation and to trim back vegetation growing from the sides of above the permissive path as may be required to keep the path in a suitable condition for the permitted purposes
  - 2.4 Not to cut down or maim or injury any tree or sapling other than as provided for 2.3 above without the previous consent in writing of the Grantor
  - 2.5 To erect notices at either end of the whole path stating that the path is available for use by the public on a permissive basis only and stating the permitted purposes and any limitations on use which be observed
  - 2.6 To erect notices warning users of the permissive path of any dangers on or near the path
  - 2.7 To take all reasonable steps to ensure that the public know that, camping, fires, bikes, are not permitted
  - 2.8 To take all reasonable steps to ensure that the public know that dogs must be kept on leads
  - 2.9 Not to assign or part with possession or control of any of the rights hereby granted
  - 2.10 Not to do anything in connection with the rights hereby granted which may be or become a nuisance or annoyance or cause damage to the Grantor or to the Tenants or occupiers of the property or to the owner’s tenants or occupiers of any adjoining or neighbouring property

- 2.11 To indemnify and keep indemnified the Grantor from and against all costs, charges, expenses, claims and demands and damages of any description in any way arising or connected with any neglect act or default on the part of the Council or their duly authorised officers, servants, agents or other persons authorised or impliedly authorised in relation to the rights thereby granted.
- 3. The Agreement shall not be taken or construed to interfere with prejudice or effect any rights in the ground or soil of the said pathway to which the Grantor is or may be entitled as owner of the land adjacent thereto
- 4. This agreement does not dedicate the proposed path as a public right of way. The agreement does not take away any public rights that may be found to already to exist at common law
- 5. Subject to the provisions of the Agreement any member of the public, who in pursuance of the permissive path therein agreed, enters upon the permissive pathway on the Grantor's lands for the purpose of open air recreation without breaking or damaging any wall, fence, hedge or gate or who is on such permissive pathway for that purpose after having so entered thereon shall not be treated by the Grantor as a trespasser on that land or incur any other liability by reason only of so entering or being on that land
- 6. The Grantor hereby grants to the Council and its servants and agents the right to enter the said land of the Grantor for the purposes of erecting and maintaining any stiles, coloured waymarks, signs and other furniture relating to the permissive path, and also for the purpose of keeping the permissive path free from natural vegetation growing in from the sides or from the sides of from above as may be required to keep the path in a suitable condition for the permitted purpose of walking only as may be agreed with the Grantor

In witness whereof the Grantor has hereunto set his hand and the seal of the Council has been hereunto affixed the day and year first herein written.

Signed by the Grantor .....

In the presence of.....

Signed on behalf of **Insert Council** .....

In presence of .....

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Chief Executive