

DATED 18th December 2025



and

GLOUCESTERSHIRE COUNTY COUNCIL

AGREEMENT

Maintenance Agreement Pursuant to the Highways Act 1980 relating to Public
Footpath MPA 95 in the Parish of Painswick in the County of Gloucestershire



For Assistant Director of Legal Services
Gloucestershire County Council
Shire Hall
Westgate Street
Gloucester
GL1 2TG
CB83681

This Agreement is dated 18th day of December 2025

BETWEEN

1. [REDACTED] of Trench Hill, Painswick, Gloucestershire, GL6 6TZ (hereinafter called "the Landowner") of the one part and
2. **GLOUCESTERSHIRE COUNTY COUNCIL** of Shire Hall, Westgate Street, Gloucester, Gloucestershire GL1 2TG (hereinafter called "the Council") of the other part

WHEREAS

- (1) The Landowner owns the freehold interest in the Land shown on the Location Plan and has agreed to enter into this Agreement with the Council
- (2) The Council is the local Highway Authority for the County of Gloucestershire

NOW THIS DEED WITNESSETH as follows:-

1 INTERPRETATION:

- (1) it is hereby agreed by the parties that in this Agreement the following expressions shall have the following meanings:

"the Diversion Order"	means Gloucestershire County Council (Public Footpath MPA 95 (part)) (Parish of Painswick) Diversion Order 2024
"the Land"	means the freehold property known as Painswick Lodge Farm, Sheepscombe, in the Parish of

	Painswick in the County of Gloucestershire and shown for identification purposes only edged red on the Location Plan and registered at H M Land Registry under Title Numbers GR156773 and GR198689 which at the date hereof is subject only to the stipulations and restrictions contained in the Charges Register to that title
"the Public Footpath"	means public footpath number MPA 95
"the New Footpath "	means the footpath crossing the Land indicated by a broken bold black line on the Diversion Plan between points E F G H I and D
"the Location Plan"	means the drawing attached hereto entitled Land at Painswick Lodge Location Plan
"the Diversion Plan"	means the drawing attached hereto entitled Diversion of footpath MPA 95 (part) at Trench Hill, Parish of Painswick

(2) By agreement of the Landowner, the Council has made the Diversion Order the effect of which if confirmed will be to divert inter alia part of the Public Footpath crossing the Land in the position shown by a solid bold black line between points A B C and D on the Diversion Plan to the position of the New Footpath

(3) The Landowner is prepared to undertake on the Council's behalf the maintenance of the surface and vegetation growing on and in the New Footpath between points E F G H I and D

NOW THIS DEED WITNESSETH as follows:-

1. The Landowner and the Council hereby agree that the covenants on the part of the Landowner hereinafter contained are covenants to which the provisions of Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 (as amended) shall apply and which shall accordingly bind the site

of the New Footpath into whosoever hands the same may come and so that the Landowner will not be liable under this Agreement after parting with her interest in the site of the New Footpath. The Landowner hereby covenants with the Council that upon confirmation of the Diversion Order she will at all times hereafter maintain (as hereinafter defined more particularly in paragraph 2 below and in the Schedule) the New Footpath between points E F G H I and D on behalf of the Council at her own expense to the reasonable satisfaction of the Council

2. The Landowner hereby covenants with the Council that within 28 days after confirmation of the Diversion Order she will :-

construct at her own expense the New Footpath in accordance with a specification to be agreed and approved by the Council such approval not to be unreasonably withheld or delayed;

and that upon confirmation of the Diversion Order she will :-

a. at all times thereafter maintain the New Footpath on behalf of the Council at her own expense and will from time to time inspect it and carry out such repairs on any part or parts thereof as may be required including those repairs reasonably requested to be undertaken by the Council;

b. at all times take such steps and measures as are reasonably necessary to ensure the safety of the New Footpath and the public using the same;

c. be responsible for any damage to the surface of the New Footpath due to natural causes such as flood or erosion and carry out any necessary repairs to the New Footpath or any part or parts thereof

3. It is hereby agreed that the standard of maintenance required (as hereinbefore referred to in paragraph 2 above) shall be in accordance with the provisions with respect to the New Footpath set out in the Schedule hereto

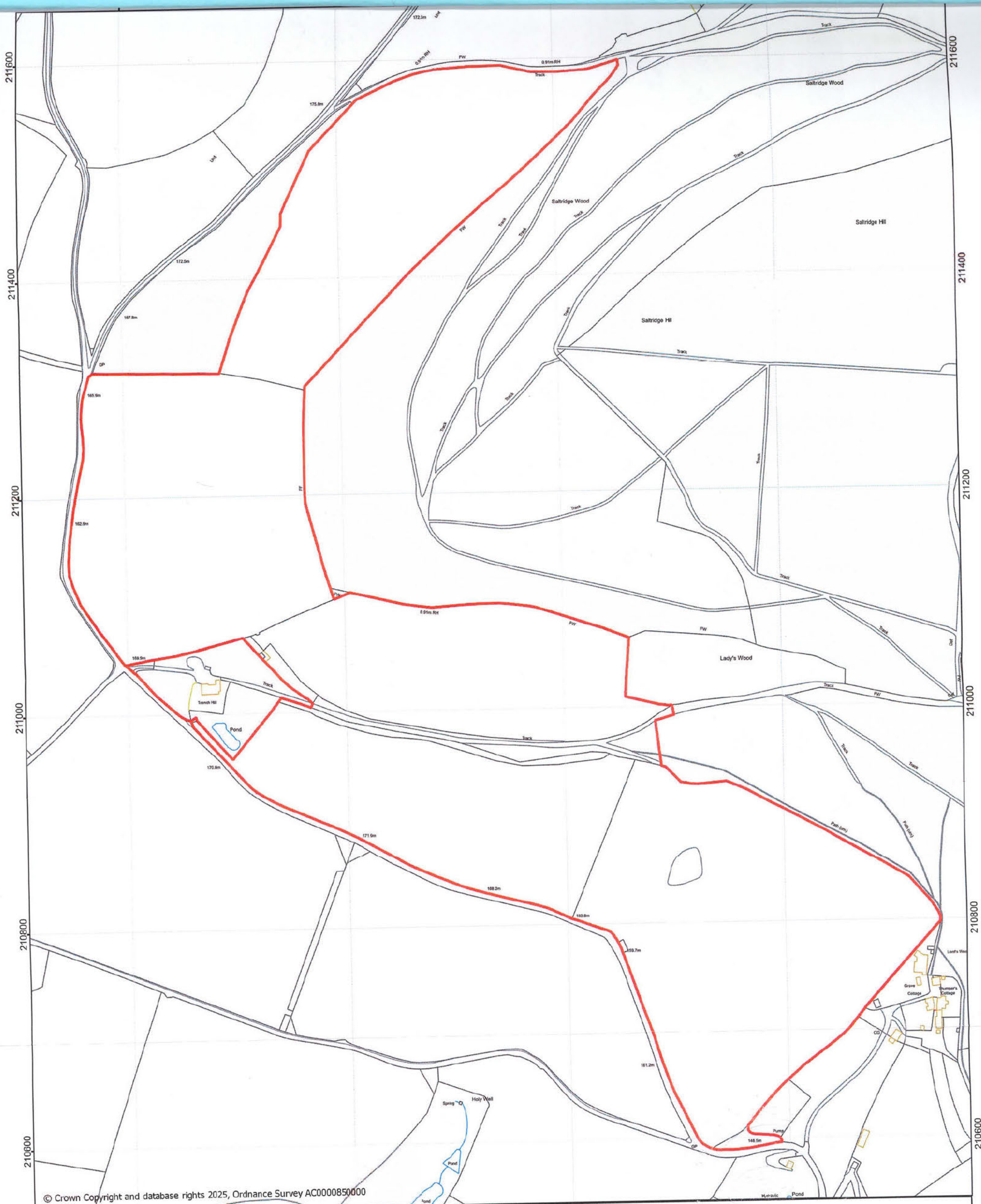
4. In the event of any failure on the part of the Landowner to comply with these covenants herein contained the Council shall have recourse to their powers of enforcement under the appropriate legislation more particularly under the Highways Act 1980 (as amended) but any such action shall not be construed as releasing the Landowner from any future obligation to comply with the said covenants

5. The Landowner shall indemnify the Council against any claims or demands made against the Council by users of the New Footpath arising from any failure to carry out works of maintenance in accordance with the Schedule or any negligence in the execution of such works but save as aforesaid the Landowner shall not by virtue of Section 2 of the Occupiers Liability Act 1957

and or Section 1 of the Occupiers Liability Act 1984 be under any liability to users of the New Footpath

SCHEDULE

The surface of the New Footpath to be kept clear of debris or obstructions to public passage. All surface vegetation to be cut back regularly throughout the year to provide a clear width for the full legally recorded width of the footpath between points E F G H I and D. Surface vegetation on the New Footpath is to be mown at a minimum of 2 monthly intervals between 1st April and 30th September.



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Public Rights of Way
 Shire Hall, Westgate Street,
 Gloucester GL1 2TG
 Tel. 08000 514 514
www.gloucestershire.gov.uk

Drawn by: [Redacted]
 SCALE: 1:3,000
 DATE: 16/10/2025



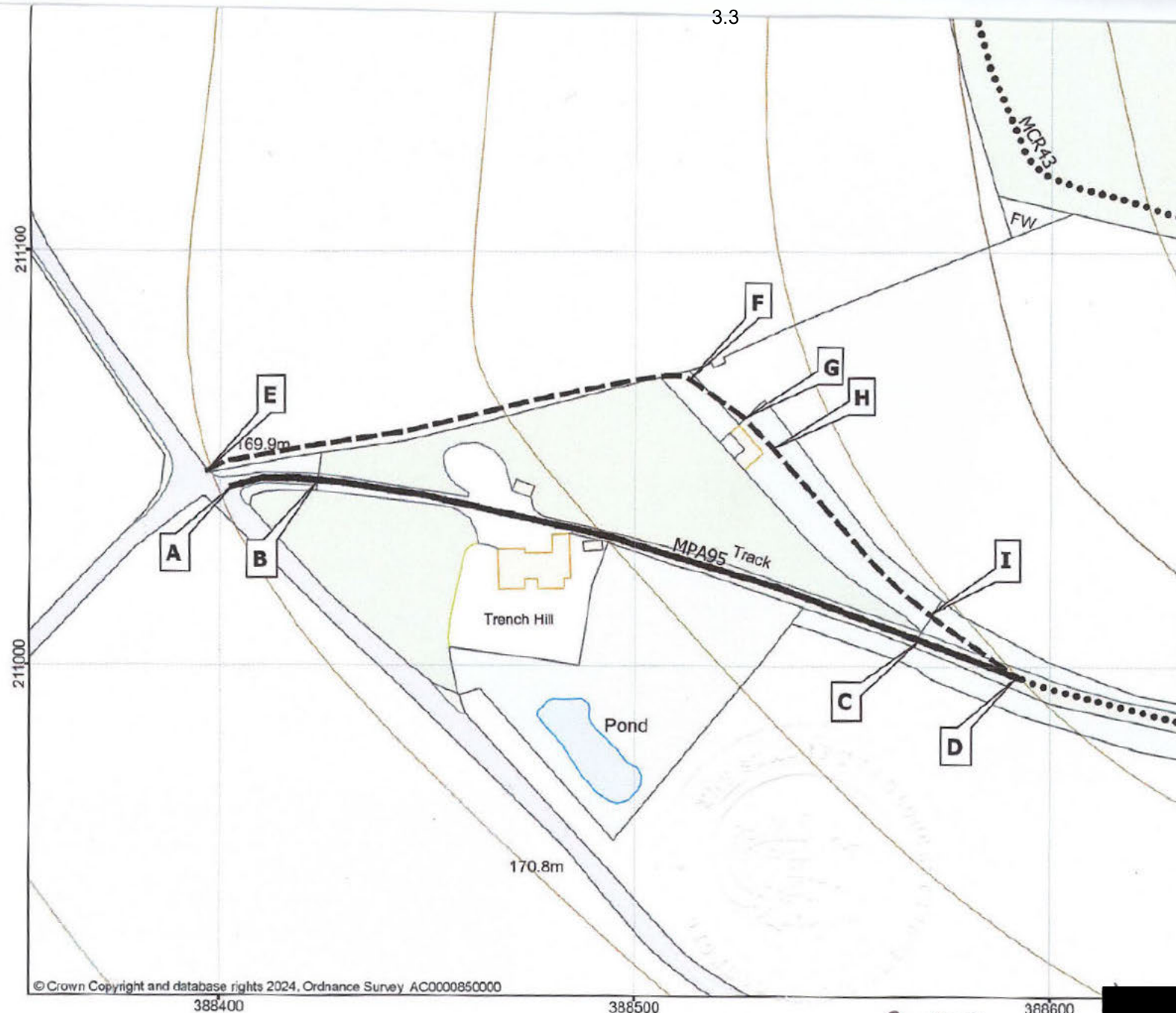
Land at Painswick Lodge location plan

Land boundary



20603

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MPA 95 (part) at Trench Hill, Parish of Painswick

Key

Footpath to be stopped up
MPA 95 A - B - C - D

New footpath
MPA 95 E - F - G - H - I - D

Unaffected rights of way

 Gloucestershire
COUNTY COUNCIL

Public Rights of Way

Shire Hall, Westgate Street,
Gloucester GL1 2TG
Tel. 08000 514 514
www.gloucestershire.gov.uk

Drawn by: [redacted]

SCALE: 1:1,250

DATE: 23/02/2024

Drawing size: A4

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IN WITNESS whereof this agreement has been executed as a Deed by the
Landowner and the Council the day and year first before written

SIGNED as a DEED by [REDACTED] X

in the presence of: [REDACTED]

Witness Signature: [REDACTED]

Witness Name: [REDACTED]

Witness Address: APPLEWAYS. GLOUCESTER ST
PANSLICK. GLOS. GL6 6QN

Witness Occupation: RETIRED

THE COMMON SEAL of
GLOUCESTERSHIRE COUNTY COUNCIL

was hereunto affixed

in the presence of: [REDACTED]



for Assistant Director of Legal Services

20603