



Comhairle Ceantair
Lár Uladh
Mid Ulster
District Council

Dated

2015

Permissive Path Agreement

relating to

Land at Altmore Drive, Dungannon

Earls Linear Walkway

THIS AGREEMENT is made on the date set out in the Particulars

BETWEEN

- (1) **The Landowner - Northern Ireland Housing Executive**
("The Grantor")
- (2) **The Council – Mid Ulster District Council**
("The Council")

IT IS AGREED as follows:

The Particulars

- 1 The details in the Particulars apply to and are part of this Agreement.

The Grant

- 2 In consideration of a premium of £2 nominal and the covenants given by the Council in Clause 8 below the Grantor grants to the Council and its servants and agents the following rights:
 - 2.1 To use and allow the public to use the permissive path as more particularly delineated on the map or plan attached hereto and thereon coloured yellow for the permitted purposes subject to the following limitations:
 - All dogs must be kept on leads along the length of the pathway;
 - The path is not to be used for vehicles (with the exception of Council maintenance);
 - The path is not be used as a bridle path.
 - 2.2 To enter on the permissive path and the land either side for a distance of 1 metre for the purposes of clearing undergrowth and maintaining the permissive path.
 - 2.3 To execute the works described in the Schedule hereto.
 - 2.4 To enter on the permissive path and do work which is necessary to comply with 7.2 below where the Grantor has failed to do so.

Duration

- 3 The rights will subsist throughout the term beginning on October 2015 unless this Agreement is terminated in accordance with 4.2 or 4.3 below.

Termination

- 4.1 The Agreement will terminate automatically on the expiration of the term.
- 4.2 The Grantor may terminate this Agreement at any time on or after the completion of the fifteenth year of the term by giving six month's prior notice

in writing and at the expiration of a valid notice this Agreement shall absolutely determine without prejudice to the rights and liabilities of either party against the other for any antecedent breach of covenant.

- 4.3 The Agreement will terminate where there is a breach of covenant by the Grantor or the Council which is not remedied within 21 days after the service by one party of written notice on the other specifying the breach and the steps which are necessary to remedy the same but without prejudice to the rights and liabilities of either party against the other for any antecedent breach of covenant.

Diversion

- 5 Either the Council or the Grantor may request that the permissive path be diverted.

Temporary Closure

- 6 The Grantor may close all or part of the path under this agreement on a temporary basis for agricultural or other land management operations or events or where it is reasonable to do so for security reasons provided that the conditions set out are observed.
- 6.1 Save in an emergency prior written notice of at least two weeks is given to the Council.
- 6.2 Signs giving Notice of the intended closure and reasons for it and the date of the re-opening of the paths are posted at each end of the path where it is to be closed.
- 6.3 Such signs are removed when the path is re-opened in accordance with the date given in the Notices referred to in 6.2 above.
- 6.4 The path is not closed for more than 10 days in any year.

Covenants by the Grantor

- 7 The Grantor covenants:
- 7.1 Not to dispose of the land or part of the land over which the permissive path runs without using his best endeavours to ensure that the new landowner or tenant enters into a similar agreement with the Council;
- 7.2 To keep the permissive path clear of growing crops and other obstructions and in reasonably tidy state;
- 7.3 To reimburse the Council the costs of any work undertaken by the Council where the Grantor has failed to comply with 7.2 above, reasonable notice having been given to him to do so;
- 7.4 Not to do or permit to be done anything whereby the Public Liability Insurance maintained by the Council in accordance with Clause 8.15 may become void

or voidable or whereby the insurer may refuse payment of any claim in whole or in part or whereby the rate of premium may be increased;

7.5 To notify the Council forthwith of any notice circumstances or events which may affect the said insurance policy or give rise to a claim thereunder;

7.6 To repay to the Council on demand all expenses incurred as a result of a breach of the covenants in 7.4 and 7.5 above.

Covenants by the Council

8 The Council hereby covenants:

8.1 Forthwith to execute the works described in the Schedule hereto and thereafter to maintain such works in good repair and condition;

8.2 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;

8.3 To keep the surface of the permissive path free from all natural vegetation and to trim back vegetation growing from the sides or above the permissive path as may be required to keep the path in a suitable condition for the permitted purposes;

8.4 To keep the permissive path free from litter and rubbish, and any lands impacted by rubbish from the path;

8.5 To erect and maintain any gates stiles footbridges and other furniture relating to the permissive path in an appropriate condition;

8.6 Not to cut or maim or injure any tree or sapling other than as provided for in 8.3 above without the previous consent in writing of the Grantor;

8.7 To put up and maintain lighting, coloured waymarks of the size and colour and in such a position as may be agreed in writing with the Grantor;

8.8 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 must be observed;

8.9 To erect Notices warning users of the permissive path of any dangers on or near the path;

8.10 To take all reasonable steps to ensure that dogs are kept on a lead where this is specified in the Particulars as a limitation on use;

8.11 Not to assign or part with possession or control of any of the rights hereby granted;

8.12 Not to do anything 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 this property or to the owners tenants or occupiers of any adjoining property;

- 8.13 To pay proper compensation to 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 negligent act or default on the part of the Council or their duty or their duly authorised officers servants or agents or other persons authorised or impliedly authorised in relation to the rights hereby granted;
- 8.14 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 negligent 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 hereby granted;
- 8.15 To ensure that the Council's Public Liability Policy covers the use by the public of the Permitted Path and to maintain such cover throughout the Term unless the policy shall be vitiated by any act of the Grantor or by anyone acting with the express or implied authority of the Grantor;
- 8.16 Each side will bear its own legal costs incurred in connection with the preparation of this Agreement.

Disputes

- 9 If there shall be a dispute between the parties concerning their rights and obligations under the terms of this Agreement the parties may refer the dispute for determination by an independent expert appointed in accordance with the sub clauses set out below:
- 9.1 After such a dispute has arisen the parties may agree in writing to refer the dispute to an independent expert appointed by them both whose decision shall be final and binding upon them;
- 9.2 The procedure to be adopted by the independent expert shall be determined by him but shall provide an opportunity for the parties to state their case orally or in writing as the independent expert may direct;
- 9.3 The independent expert shall have the discretion to award the costs of the appointment failing which the costs shall be borne equally by the parties;
- 9.4 In the event of the parties failing to agree to refer the dispute to an independent expert or on the person to be appointed within one month of the dispute arising either party may apply to the Environment and Heritage Service of the Department of the Environment for Northern Ireland for the appointment of an expert to determine the dispute.

No Deemed Dedication

- 10 For the avoidance of doubt it is hereby declared that nothing herein contained shall amount to or be construed as a permanent grant demise or dedication of or agreement for a public right of way.

THE SCHEDULE

Works which the Council has agreed to undertake

1. Undertake development of the pathway; construction of path surface and drainage, fencing, lighting, signage, access points onto the path, access points for the Grantor.
2. Carry out maintenance and repair to the path.
3. Keep path free from litter to the required standard of Category Zone 11 under the Code of Practice which refers to Canal Towpaths and Embankments to which the public have a right of access.

SIGNED by the Grantor _____

in the presence of: _____

SIGNED on behalf of the Council _____

in the presence of: _____

DATE _____

PERMISSIVE PATH AGREEMENT

PARTICULARS

The Date: October 2015

The Landowner: Northern Ireland Housing Executive

The Tenant: None

The District Council: Mid Ulster District Council

The Permissive Path: Land at Altmore, Dungannon (EARLs Linear Path, Dungannon)

Width: Approximately 2.0 metres

The Whole Path: Coloured yellow on the attached plan

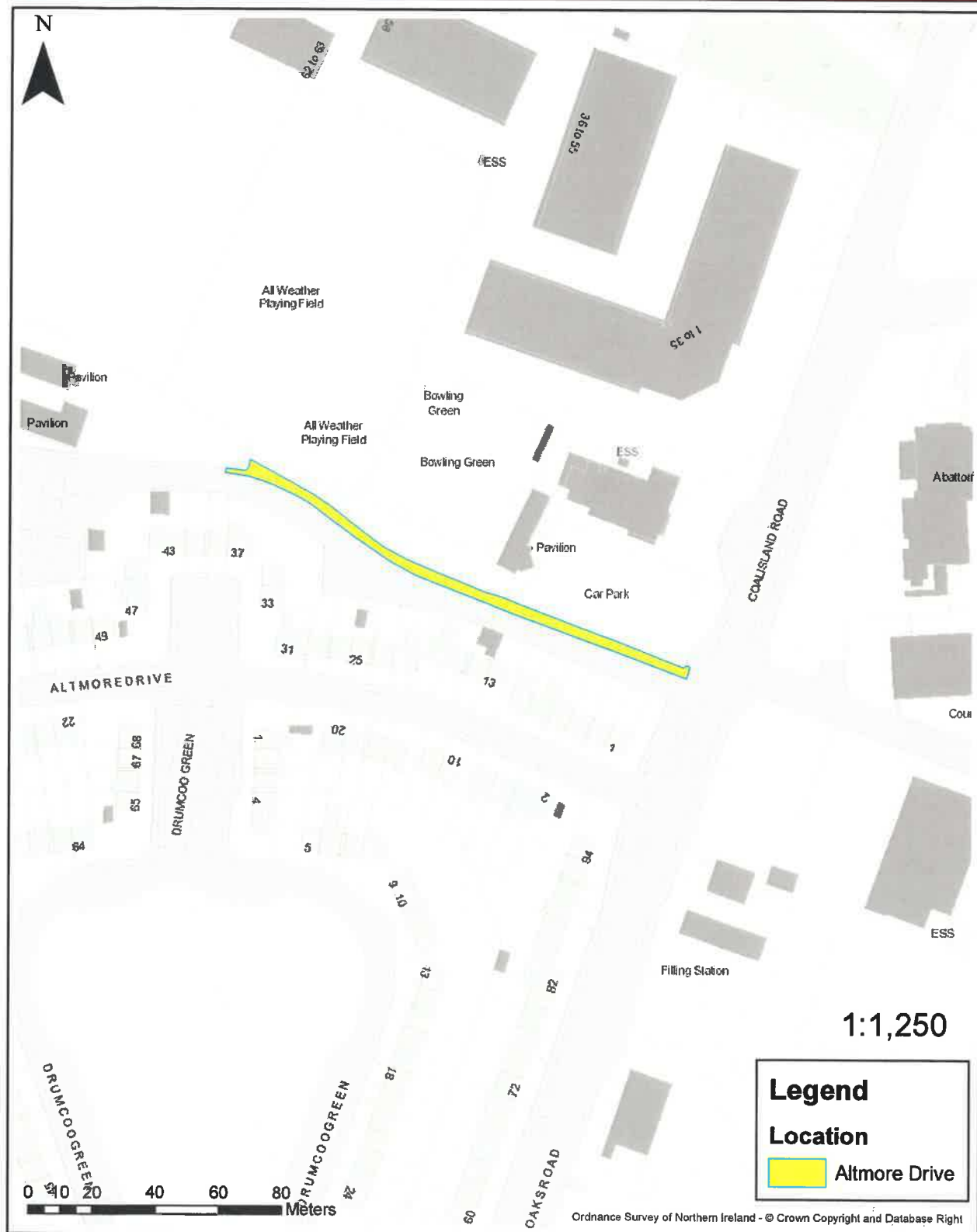
Permitted Purposes: Walking and Cycling

Limitations on Use: All dogs to be kept on leads, not to be used as a bridle path or for vehicular activity

The Term: 15 years – October 2015 to October 2030

Payment: £2 nominal

Permissive Path Agreement with NIHE re Altmore Drive



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Lár Uladh
Mid Ulster
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Author: Nicky Doris

Date: 23/11/2016

Dept: Information Services

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Lár Uladh
Mid Ulster
District Council

Dated

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Land at Dunlea Vale, Dungannon

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The Term: 15 years – October 2015 to October 2030

Payment: £2 nominal

This map shows the Dunleavale area. Key features include:

- Buildings:** Council Yard, Tank, Mast, ESS (two locations), and a Playing Field.
- Streets:** Labeled with numbers 1, 5, 6, 7, 13, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
- Other Features:** Issues, Oaks Park (Grayhound Racing Track), and a yellow highlighted area.
- Scale:** 0 to 80 Meters.
- Legend:** Location Dunleavale.



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Author: Nicky Doris

Date: 23/11/2016

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