

Mrs M Wood
Clerk to Ringmore Parish Council
2 Sunnybank
Coastguard Cottages, Challaborough
Kingsbridge, Devon
TQ7 4HT

Environment, Economy & Culture

Public Rights of Way
County Hall
Exeter
Devon
EX2 4QW

Telephone 01392 382250
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Email steve.gardner@devon.gov.uk

Reference: RoWIP/SOUTH58
30th September 2009

Dear Mrs Wood,

Proposed rights of way improvements: Ringmore and Bigbury Parishes

Devon County Council published its Rights of Way Improvement Plan in 2005, the main objective of which is to improve public rights of way and access for all.

The attached map (reference EEC/PROW/09/107) shows a proposed scheme which will contribute significantly to an off-road walking route between St. Ann's Chapel and Ringmore in the parishes of Ringmore and Bigbury. In return for diverting Bigbury footpath number 15 from its current route shown D-E onto the route shown D-C-E the landowner is willing to dedicate additional public footpaths shown A-B-C and K-H-J. Also, by extinguishing a section of existing Bigbury footpath number 14 shown L-K and dedicating E-F as a public footpath, the landowner is enabling the minor but busy road between St. Ann's Chapel and Ringmore to be crossed at a much safer location.

If you have any comments to make on the above proposal then please send these to the above address to arrive by Friday 30th October 2009.

Please contact me if you would like to discuss this.

Yours sincerely,



Steve Gardner
Public Rights of Way

PERMISSIVE PATH AGREEMENT
WILDLIFE AND COUNTRYSIDE ACT 1981 SECTION 39

THIS AGREEMENT is made the 12th day of JANUARY 2011

BETWEEN

- **THE EXETER DIOCESAN BOARD OF FINANCE LTD** (Company Registration Number 186001) of The Old Deanery, The Cloisters, Exeter, Devon, EX1 1HS ("the Landowner") of the first part;
- **RINGMORE PARISH COUNCIL** c/o Mrs M Wood, Parish Clerk to Ringmore Parish Council, 2 Sunnybank, Coastguard Cottages, Challaborough, Kingsbridge, Devon, TQ7 4HT ("the Parish Council") of the second part and
- **DEVON COUNTY COUNCIL** of County Hall, Exeter in the County of Devon ("the Council") of the third part.

WHEREAS

- 1) The Landowner is the proprietor of the freehold land known as land to the northeast of Kimberley Ringmore Kingsbridge TQ7 4HJ and registered under title number DN568358.
- 2) The Landowner may for the purpose of promoting enjoyment by the public to any land which is in the countryside and within its area make an agreement with any person who has an interest in the land in respect of the exercise of rights over it during a specified term.
- 3) The Landowner is willing to permit a degree of public access over its land along the route shown with a broken black line between the points marked A to B on the attached plan ("the Plan") numbered EEC/PROW/10/16 ("the Permissive Path").

NOW IT IS AGREED as follows:

1. The Landowner permits the public to use the Permissive Path on foot with usual accompaniments for a minimum term of 15 years and thereafter on a year by year basis until this Agreement is terminated by the Landowner the Parish Council or the Council upon giving 6 months' notice in writing to all parties to the Agreement at the addresses above. The Council shall pay to the Landowner the sum of £1,000 as compensation for the Permissive Path.
2. The Council shall at its own expense carry out accommodation works as follows:

- a. Erect a stockproof post and wire fence with a strand of barbed wire to the field side and a single strand of plain wire to the path side a distance of 2.5 metres from the existing hedgerow from point A to point B. Specification of fencing materials to be stock netting HT 8/80/30, heavy duty barb wire, posts 4-5" intermediates, 5'6" long, 6-7' where necessary, 6-7' strainers or similar.
- b. Install 12 foot galvanised steel box end field gate in the new fenceline at point A and install a pedestrian self-closing gate at points A and B.
- c. Create a 2 metre wide gap in hedgerow at point B.
- d. Install a wooden signpost at point A.

3. Maintenance:

- a. The Council shall maintain the path surface, signposts and pedestrian gates.
- b. The Parish Council shall maintain the fence in a stockproof condition except for damage caused by agricultural activity. The Landowner retains the right to remove this fence if no longer required for farming practice.
- c. The Landowner shall maintain the field gate and retains the right to remove or modify this as required.
- d. The Landowner shall keep overgrowth from the adjacent hedgerow cut back so as not to obstruct the path. The Parish Council shall remove any hedge trimmings from the surface of the route after the hedge is cut.

4. The route of the Permissive Path may be varied by agreement with all parties to the agreement by:

- a. The party requiring the diversion providing the other parties with six weeks' notice of its intention and reasons for the diversion;
- b. The Council preparing plans showing the new route agreed between all parties;
- c. The amended plans becoming part of this Agreement; and
- d. The necessary works and signage being paid for in full by the party requiring the diversion.

5. Termination:

- a. Any party to this Agreement may terminate this Agreement at any time after the Initial Term by giving 6 months' prior notice in writing to the other parties.
 - b. This Agreement will terminate upon a material breach of covenant by the Council which has not been remedied within 90 days after the service by the Landowner of a written notice on the Council specifying the breach and the steps which are necessary to remedy the same.
 - c. Should the Council remedy the breach to the satisfaction of the Landowner this Agreement shall continue subject to the terms and conditions herein contained.
 - d. Upon termination of this Agreement, the Council will remove and dispose of any surfacing, gates and fences that are no longer required by the Landowners and make good any damage caused. It will further provide stock-proof fencing across any gaps created by the removal of pedestrian gates to ensure the continued stock-proof nature of the field.
6. The Council agrees to indemnify and keep indemnified the Landowner and its successors in title from and against all costs, charges, expenses, claims, demands and damages connected with any negligent act or default on the part of the Council or their duly authorised officers, servants, agents or other persons authorised in relation to the rights hereby granted.
7. The Council agrees to ensure that its public liability policies cover the use by the public of the Permissive Path for not less than 5 million pounds and to maintain such cover throughout the duration of this Agreement unless the policy shall be vitiated by any act of the Landowner or its successors in title or anyone acting with its express or implied authority.
8. For 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.
9. This Agreement has no bearing on any private access right or easement between the Landowner and others.

IN WITNESS whereof the Landowner, the Parish Council and the Council have executed this Deed in the manner shown below the day and year before written.

THE COMMON SEAL of THE EXETER
DIOCESAN BOARD OF FINANCE LIMITED
was hereunto affixed but not delivered until the
date hereof in the presence of:



Member *John Rawlings*

Secretary

SIGNED by
on behalf of THE RINGMORE PARISH COUNCIL
in the presence of

J.A. I. De
J.A. DEVERSON

Witness signature: *M. Wynn-Rouff*
Witness name: MICHAEL WYNN-ROUFF

Witness address: THE COACH HOUSE, RINGMORE
KINGSBRIDGE DEVON TQ7 4HT

SIGNED by
on behalf of the Council
in the presence of

[Signature]
A Duly Authorised Officer

L. Cousins
COUNTY HALL
EXETER
LOCAL GOVERNMENT OFFICER



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DEVON COUNTY COUNCIL
PERMISSIVE PATH AGREEMENT
RINGMORE GLEBE, SOUTH HAMS



Drawing number EEC/PROW/10/16
 Date Jan 2011
 Scale 1:2500 (at A4)
 Drawn by SCG

----- Permissive footpath (A-B) 155m
 - - - - - Proposed footpaths on adjacent land

Chris McCarthy

DIRECTOR OF ENVIRONMENT, ECONOMY & CULTURE



PERMISSIVE PATH AGREEMENT
WILDLIFE AND COUNTRYSIDE ACT 1981 SECTION 39

THIS AGREEMENT is made the 3rd day of September 2010

BETWEEN

- **MRS MADELEINE LESLEY CAPPS** of Higher Manor Farm, Ringmore, Devon, TQ7 4HL ("the Landowner") of the first part;
- **RINGMORE PARISH COUNCIL** c/o Mrs M Wood, Parish Clerk to Ringmore Parish Council, 2 Sunnybank, Coastguard Cottages, Challaborough, Kingsbridge, Devon, TQ7 4HT ("the Parish Council") of the second part and
- **DEVON COUNTY COUNCIL** of County Hall, Exeter in the County of Devon ("the Council") of the third part.

WHEREAS

- 1) The Landowner is seised in fee simple in possession of land to the northeast of Ringmore in the parish of Ringmore in the district of South Hams.
- 2) The Landowner may for the purpose of promoting enjoyment by the public to any land which is in the countryside and within its area make an agreement with any person who has an interest in the land in respect of the exercise of rights over it during a specified term.
- 3) The Landowner is willing to permit a degree of public access over its land along the route 2 metres wide shown with a broken black line between the points marked A to B on the attached plan ("the plan") numbered EEC/PROW/10/17 ("the Route").

NOW IT IS AGREED as follows:

1. On completion of this Agreement the County Council shall pay the Landowner the sum of £1,000 as compensation for the permissive path.
2. The Landowner permits the public to use the Route on foot with usual accompaniments for a minimum term of 15 years ("the Initial Term") and thereafter on a year by year basis until this Agreement is terminated in accordance with clause 6.
3. The Council shall at its expense carry out accommodation works as follows:

- a. Erect a stockproof post and wire fence with a strand of barbed wire to the field side of the Route with a strand of plain wire above and a single strand of plain wire to the path side a distance of 2.0 metres from the existing hedgerow from point A to point B. An additional plain wire is to be added in the stock netting if required by the Landowner. Specification of fencing materials to be stock netting HT 8/80/30, heavy duty barb wire, posts 4-5" intermediates, 5'6" long, 6-7' where necessary, 6-7' strainers or similar.
- b. Replace existing 12 foot timber gate with a new 12 foot timber field gate, create gap in hedgerow to east of the new fieldgate, install timber pedestrian gate across the Route with safety railing in verge to funnel users onto path and scrape away earth under field gate at point A.
- c. Install a wooden signpost at point A.
- d. Remove existing post and wire fence to the southwest of point B, roll and leave on site. Grade and level existing surface and install new fence as at a. above 2.0m out from hedgerow.
- e. Install 12 foot galvanised steel box end field gate in the new fenceline and install a pedestrian self-closing gate across the Route at point B.
- f. All new gates to include weld mesh to inhibit dogs.
- g. Erect a sign at each end of the Route saying "Please keep your dog on a lead".

4. Maintenance:

- a. The Council shall maintain the path surface, signs, signposts and pedestrian gates.
- b. The Parish Council shall maintain the fence in a stockproof condition except for damage caused by agricultural activity. The Landowner retains the right to remove this fence if no longer required for farming practice.
- c. The Parish Council shall cut the path side face of the adjacent hedgerow so as not to obstruct the Route.
- d. The Landowner shall maintain the field gates and retains the right to remove or modify these as required.

5. The Route may be varied by agreement with all parties to the agreement by:
 - a. The party requiring the diversion providing the other parties with six weeks' notice of its intention and reasons for the diversion;
 - b. The Council preparing plans showing the new Route agreed between all parties;
 - c. The amended plans becoming part of this Agreement; and
 - d. The necessary works and signage being paid for in full by the party requiring the diversion.
6. Termination:
 - a. Any party to this Agreement may terminate this Agreement at any time after the Initial Term by giving 6 months' prior notice in writing to the other parties.
 - b. This Agreement will terminate upon a material breach of covenant by the Council which has not been remedied within 90 days after the service by the Landowner of a written notice on the Council specifying the breach and the steps which are necessary to remedy the same.
 - c. Should the Council remedy the breach to the satisfaction of the Landowner this Agreement shall continue subject to the terms and conditions herein contained.
 - d. Upon termination of this Agreement, the Council will remove and dispose of any surfacing, gates and fences that are no longer required by the Landowner and make good any damage caused. It will further provide stock-proof fencing across any gaps created by the removal of pedestrian gates to ensure the continued stock-proof nature of the field.
7. The Council agrees to indemnify and keep indemnified the Landowner and its successors in title from and against all costs, charges, expenses, claims, demands and damages arising from any act or default on the part of the Council or their duly authorised officers, servants, agents or other persons authorised in relation to the rights hereby granted.
8. The Council agrees to ensure that its public liability policies cover the use by the public of the Permissive Path for not less than 5 million pounds and to maintain such cover throughout the duration of this Agreement unless the policy shall be vitiated by any act of the Landowner or its successors in title or anyone acting with its express or implied authority.

9. For 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.
10. This Agreement has no bearing on any private access right or easement between the Landowner and others.

IN WITNESS whereof the Landowner, the Parish Council and the Council have executed this Deed in the manner shown below the day and year before written.

SIGNED by
on behalf of **MRS M CAPPS**
in the presence of

Witness signature:

Witness name:

Witness address:

) *H. L. Capps*

)

)

G. E. Tomlin

G. E. TOMLIN.

GABRIEL'S MEADOW.

HIGHER MANOR FARM.

RINGMORE.

SIGNED by
on behalf of **THE RINGMORE PARISH COUNCIL**
in the presence of

Witness signature: *MW HAMMOND*

Witness name:

Witness address:

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)

M. Hammond

HAYES MANOR.

RINGMORE.

SIGNED by *MV J. DEVERSON*
on behalf of the Council
in the presence of

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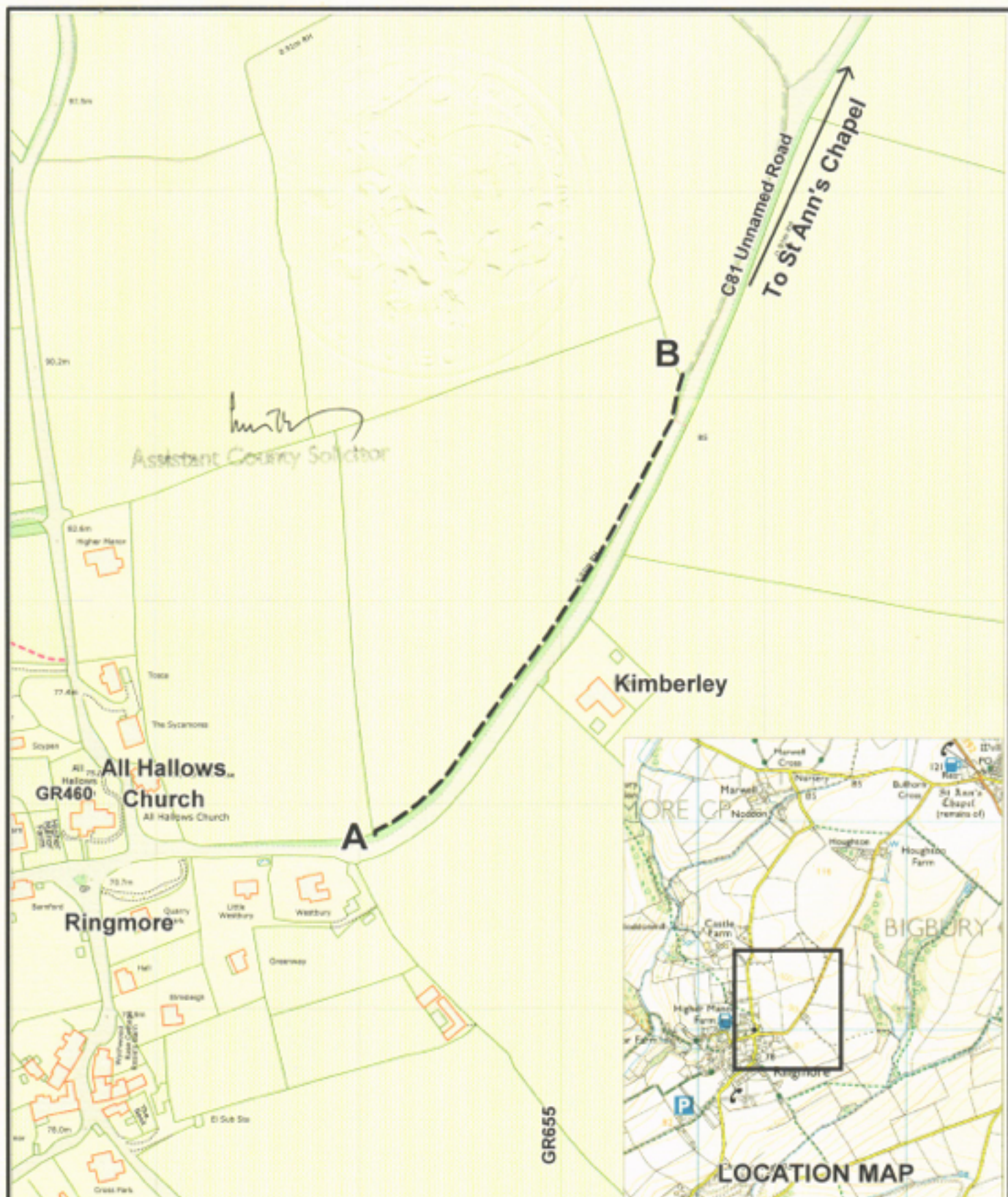
JAD

M. H.

NATHAN CROSS

HIGHER MANOR

RINGMORE



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DEVON COUNTY COUNCIL
PERMISSIVE PATH AGREEMENT
RINGMORE HIGHER MANOR FARM



Drawing number EEC/PROW/10/17
 Date Feb 2010
 Scale 1:2500 (at A4)
 Drawn by SCG

----- Permissive footpath (A-B) 280m
 ----- Proposed footpaths on adjacent land

Edward Chorlton

DIRECTOR OF ENVIRONMENT, ECONOMY & CULTURE

