

SUFFOLK COUNTY COUNCIL

NOTICE OF CREATION AGREEMENT FOR A NEW BRIDLEWAY IN HORRINGER-CUM-ICKWORTH

Suffolk County Council has made an Agreement under Section 25 of the Highways Act 1980. The Agreement has the effect of creating a new bridleway in Horringer as described in the Schedule below.

Under Section 25 of the Act there is no right of objection to the Agreement, which has already come into effect.

Date: 16 March 2023

NIGEL INNIS
Head of Legal Services
Endeavour House
8 Russell Road
Ipswich
IP1 2BX

SCHEDULE

Horringer Bridleway 7

Commencing on Westley Lane at OS grid reference 58275 26217 and progressing in a southerly direction for a distance of 22 metres, then changing to an east, north easterly direction for a further 145 metres to OS grid reference 58290 26220, continuing along the edge of the field in a north, north easterly direction for a further 192 metres to OS grid reference 58296 26238, then changing to a general east, north easterly direction for a further 208 metres to a point near the curtilage of Great Horringer Hall at OS grid reference 58315 26245; recommencing at OS grid reference 58326 26248 and proceeding in a general northerly direction for a further 595 metres to OS grid reference 58328 26304; continuing northwards along a track and alongside a wooded belt for a further 258 metres to OS grid reference 58329 26330 before turning eastwards for 51 metres to join the maintainable highway leading between Bedell Close and Godolphin Close at OS grid reference 58334 26330, a total distance of 1477 metres.

Width

5 metres between OS grid reference 58275 26217 and OS grid reference 58315 26245
3 metres between OS grid reference 58326 26248 and OS grid reference 58334 26330

SUFFOLK COUNTY COUNCIL

HIGHWAYS ACT 1980

PUBLIC PATH CREATION AGREEMENT

BETWEEN

TREVOR JESSE WELLS and JILL WELLS

AND

**THE PRESIDENT AND SCHOLARS OF SAINT JOHN BAPTIST COLLEGE IN THE
UNIVERSITY OF OXFORD OF ST GILES, OXFORD**

AND

ANDREW MICHAEL LYNE and MARINA ANN LYNE

AND

WEST SUFFOLK COUNCIL

AND

SUFFOLK COUNTY COUNCIL

This Public Path Agreement is made the 12th day of November two thousand and twenty one between **SUFFOLK COUNTY COUNCIL** of Endeavour House 8 Russell Road Ipswich IP1 2BX ('the Council') of the first part and [REDACTED] whose address for service is [REDACTED] (the 'First Owner'), of the second part and [REDACTED] [REDACTED], whose address for service is [REDACTED] (the 'Second Owner') of the third part and [REDACTED], whose address for service is [REDACTED] (the 'Third Owner') of the fourth part and West Suffolk Council whose address for service is West Suffolk House, Western Way, Bury St Edmunds, Suffolk IP33 3YU (the 'Fourth Owner') of the fifth part (together 'the Owners').

WHEREAS

1. The Owners are registered as proprietors with absolute freehold title at HM Land Registry under the numbers SK144780 (the 'First Owner') and SK148928/SK147400 (the 'Second Owner') and SK235535/SK155185 (the 'Third Owner') and SK276269 (the 'Fourth owner') of the land in the parish of Horringer as shown on Map 1 annexed hereto.
2. The Owners intend to dedicate to the public a right of way as a bridleway and such right of way is described in the Schedule hereto and is shown for the purposes of identification only on Map 2 annexed hereto by a black dashed and slashed line.
3. West Suffolk Council has been consulted pursuant to Section 25(3) of the Highways Act 1980 ('the Act').

NOW IT IS HEREBY AGREED

1. Interpretation

1.1 In this Deed the following terms and expressions shall have the following meanings:

1.1.1 "the Bridleway Land" means the strip of land shown by a black dashed and slashed line on Map 2 ~~and running over the Red Land~~, as more particularly described in the Schedule to this Deed.

1.1.2 "Map 1" means the plan annexed to this Deed and marked "Map 1".

1.1.3 "Map 2" means the plan annexed to this Deed and marked "Map 2".

1.1.4 "Permitted Use" means to pass and re-pass on foot and on bicycle and on horse.

1.1.5 "Bridleway" means a public right of way for members of the public normally entitled to use a public bridleway including but not limited to pedestrians, cyclists and equestrians.

1.2 The clause headings in this Deed are included for convenience only and shall not affect its interpretation.

1.3 The Schedules form part of this Deed and shall have the effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules.

1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives and successors.

1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.8 Any obligation in this Deed on a person not to do something includes an obligation not to agree or allow that thing to be done.

1.9 Unless otherwise expressly provided, the obligations and liabilities of the parties to this Deed are joint and several.

2. Statutory Provisions

This Deed is entered into pursuant to section 25 of the Highways Act 1980 and all other powers so enabling.

3. Dedication

In consideration of the execution of the agreement and conditions hereinafter contained and pursuant to Section 25 of the Highways Act 1980 the Owners hereby dedicate for use as a Bridleway only all the land comprising the Bridleway Land.

4. Council's Obligations

4.1 The Council shall undertake all works required to bring the dedicated Bridleway Land into a fit state for use by the public within two years following the date of execution of this agreement. Once works are complete a Certificate of Works will be issued by the Council at which point the Bridleway Land will become highway maintainable at public expense.

4.2 In carrying out the works and / or future maintenance of the Bridleway Land, not to cause any damage to any of the Owners' land not being dedicated as the Bridleway Land or to any property of the occupier of the Owners' land and to make good any damage caused as soon as possible to the reasonable satisfaction of the Owners (to the extent that any individual Owner's land is affected) and to pay full compensation to any affected Owners for any damage caused that is not made good and any loss which is directly or indirectly caused by the damage save to the

extent that such loss could have been limited or prevented by the Owners taking such actions as would be reasonable in the circumstances arising.

4.3 The Council shall pay reasonable compensation for the loss of any value in the Owners' land as may be agreed separately between the Owners and the Council.

5. Title

The Owners shall if called upon by the Council but at the sole expense of the Council prove their title to the Bridleway Land with full title guarantee in fee simple.

6. No Warranty of Condition

The Owners give no warranty that the Bridleway Land is in a safe condition and fit for the Permitted Use.

7. Third Party rights

A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

8. Jurisdiction

This Deed shall be governed by and construed in accordance with the laws of England and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England.

10. Use of Counterparts

This Deed may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement.

IN WITNESS whereof the hands of the parties hereto have executed this Agreement as their deed the day and year first before written

THE COMMON SEAL of)
SUFFOLK COUNTY COUNCIL)
was hereunto affixed in the)
presence of :)



An authorised officer of the Council

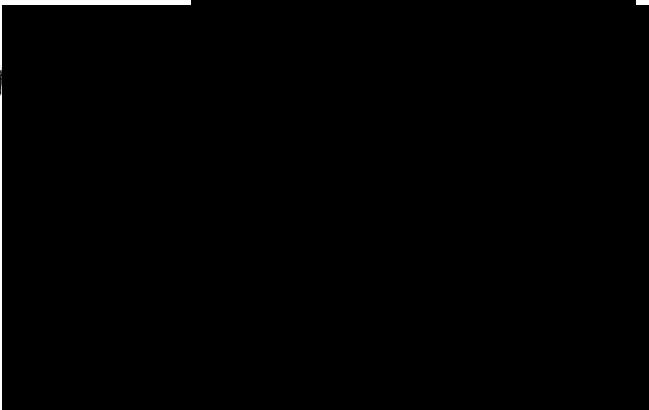
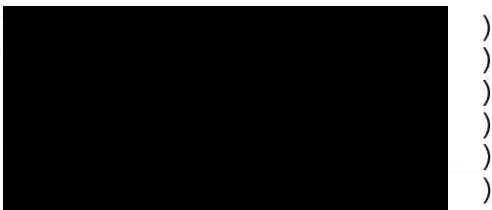
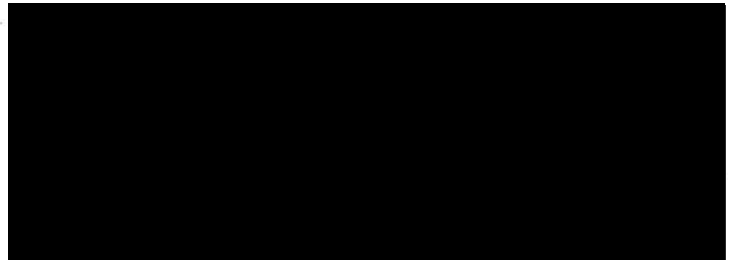


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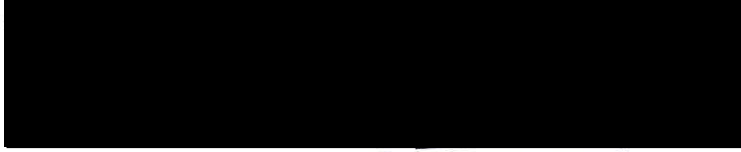


in the presence of:

Signature)
Name)
Address)
Occupation)



EXECUTED as a deed by



in the presence of:

Signature

NameW

Address

Occupation



THE COMMON SEAL of)
WEST SUFFOLK COUNCIL)
was hereunto affixed in the)
presence of :)




Authorised Signatory

SCHEDULE

Bridleway 7 Horringer

Commencing at the highway verge on Westley Lane at OS grid reference 58275 26217 (point A) and progressing in an easterly direction through a gate for a distance of 6 metres, then changing to a southerly direction for a distance of 22 metres, 4.5 metres clear of the existing fence line, to OS grid reference 58276 26215; then changing to an east, north easterly direction remaining 4.5 metres clear of the existing fence line and following the edge of the field for a further 145 metres to OS grid reference 58290 26220 (point B), skirting a large sycamore tree and crossing a drainage ditch and then continuing along the edge of the field in a north, north easterly direction for a further 192 metres to OS grid reference 58296 26238 (point C), then crossing a ditch at the field boundary hedge line and continuing into the adjoining arable field; changing to a general east, north easterly direction and following the edge of the field (4.5 metres clear of the existing fence line) for a further 208 metres to a point near the curtilage of Great Horringer Hall at OS grid reference 58315 26245 (point D), then crossing a ditch to join the highway verge of the A143; recommencing at OS grid reference 58326 26248 (point E) and proceeding in a general northerly direction, following the edge of an arable field and then curving past a pond to the west, for a further 180 metres to OS grid reference 58330 26265; continuing in the same general direction along the field edge 2 metres offset from the edge of the agricultural track to the west, for a further 415 metres to OS grid reference 58328 26304; continuing northwards along a track and alongside a wooded belt for a further 258 metres to OS grid reference 58329 26330 (point F) before turning eastwards for 51 metres and passing a play area to the south to join the maintainable highway leading between Bedell Close and Godolphin Close at OS grid reference 58334 26330 (point G), a total distance of 1477 metres.

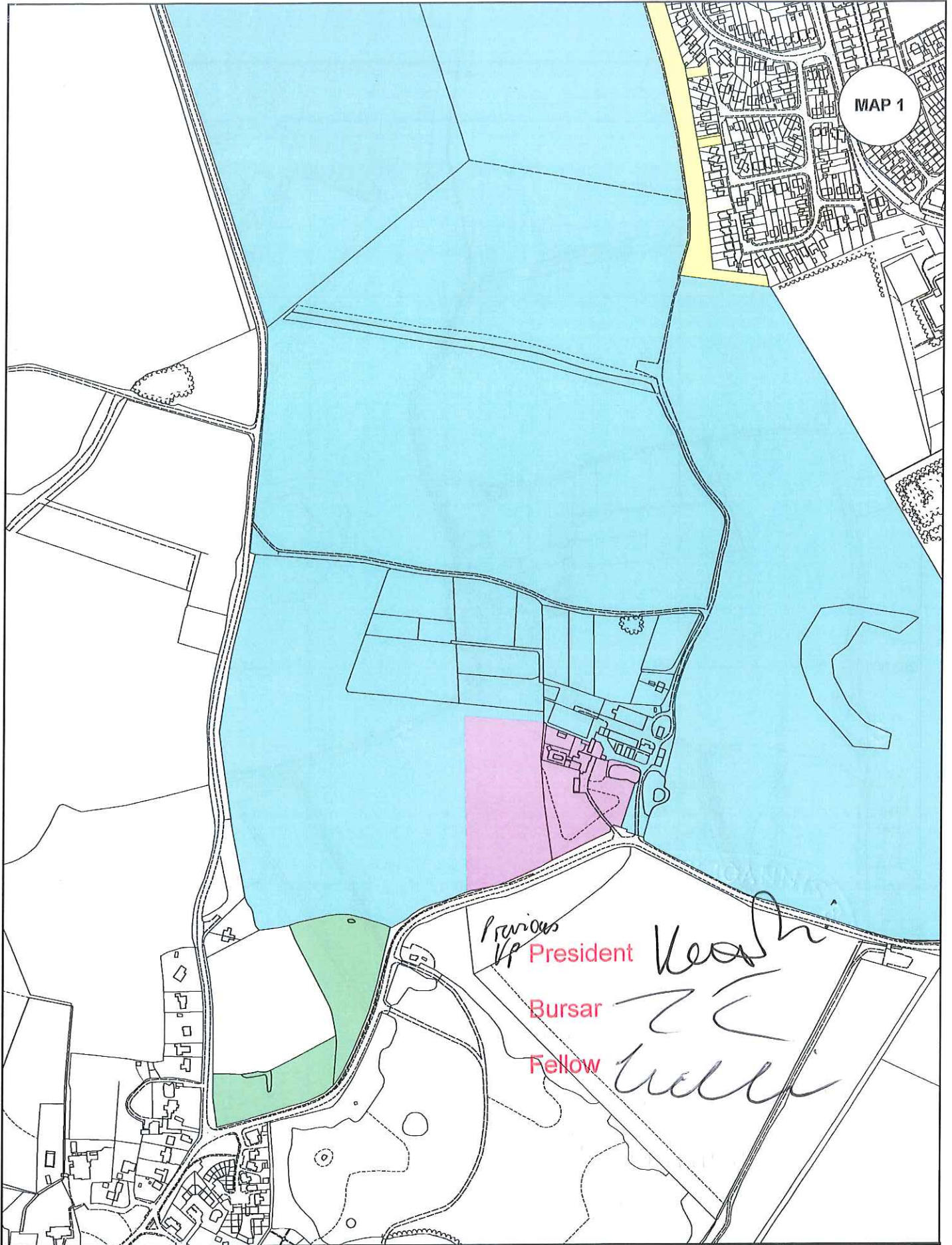
Width:

5 metres between OS grid reference TL 58275 26217 and OS grid reference TL 58315 26245
3 metres between OS grid reference TL 58326 26248 and OS grid reference TL 58334 26330

Limitations:

Bridleway gate at OS grid reference TL 58276 26217
1.4 m wide bridleway bridge at OS grid reference TL 58290 26220
2.4 m wide bridleway bridge at OS grid reference TL 58296 26238
2.4 m wide bridleway bridge at OS grid reference TL 58315 26245

MAP 1



Previous IP President
 Bursar
 Fellow

[Handwritten signatures]

LANDOWNERSHIP MAP

Scale 1:4000

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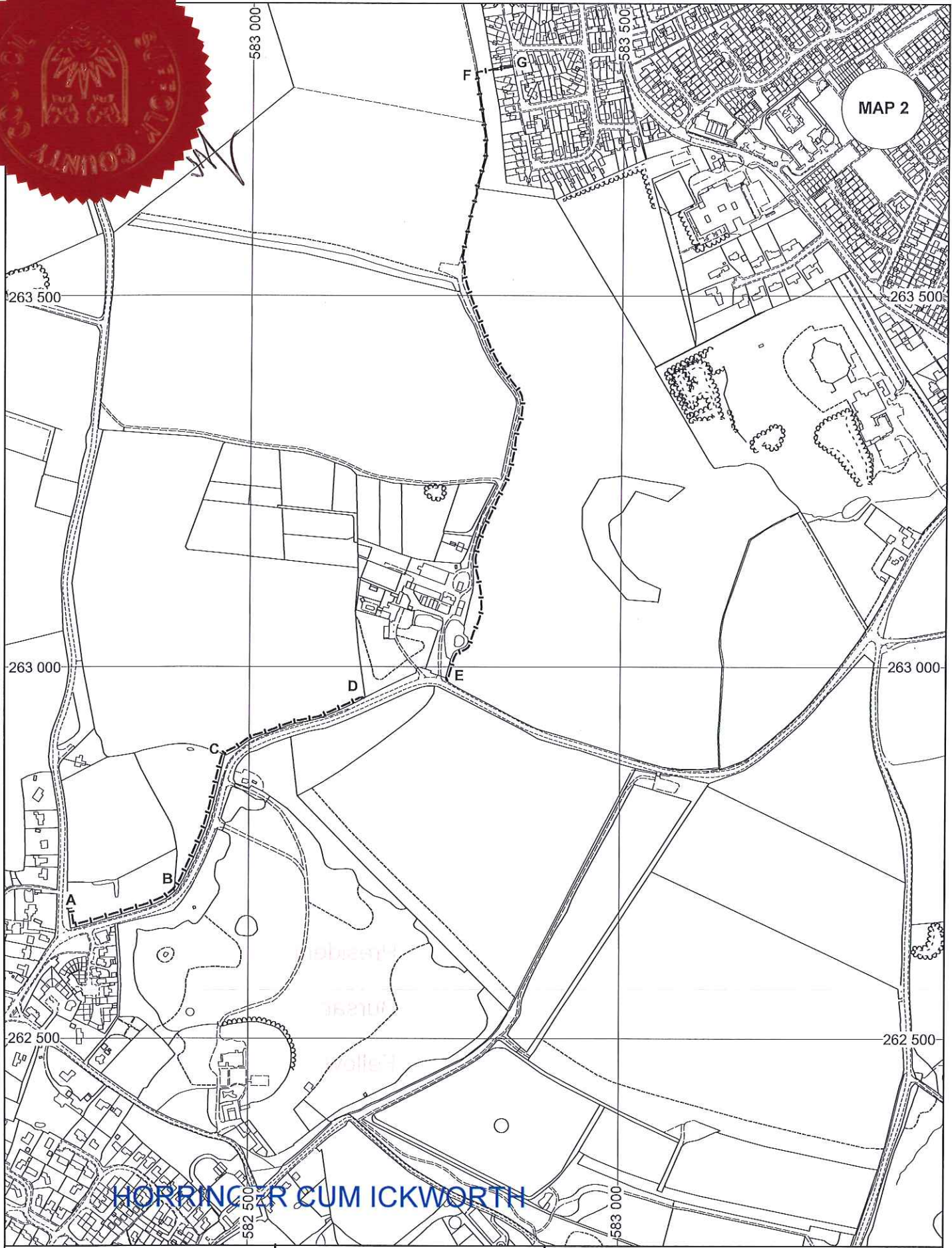
- SK147400 & SK148928 - St John Baptist College Oxford
- SK155185 & SK235535 - Mr A M Lyne and Ms M A Lyne
- SK1144780 - Mr T J and Mrs J Wells
- SK276269 - West Suffolk Council



Suffolk
 County Council

Executive Director of Growth, Highways and Infrastructure
 Endeavour House, 8 Russell Road, Ipswich, Suffolk. IP1 2BX

65120








HORRINGER CUM ICKWORTH



Executive Director of Growth, Highways and Infrastructure
Endeavour House, 8 Russell Road, Ipswich, Suffolk. IP1 2BX

Scale 1:4000
Ordnance Survey MasterMap
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BRIDLEWAY 7 HORRINGER

-  Public Footpath
-  Bridledway
-  Restricted Byway
-  Byway
-  Parish Boundary



Drawn by: Date: Filed at: