

**APPENDIX 4**  
**DRAFT PUBLIC PATH CREATION AGREEMENT**

# **PUBLIC PATH CREATION AGREEMENT**

Knepp Castle Estate, West Grinstead, West Sussex, RH13 8LJ

Between:

**THE COUNTY COUNCIL OF  
WEST SUSSEX**

- and -

**THE KNEPP CASTLE ESTATE**

Date of Agreement: XXXX 2020

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## **AGREEMENT**

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Under Section 25 of the Highways Act  
1980 in connection with the land at the Knepp  
Castle Estate to dedicate a new length  
of public footpath from bridleway 1875  
northwards to the A272 road at  
Shipley West Sussex

This PUBLIC PATH CREATION AGREEMENT is made this \_\_\_\_ day of \_\_\_\_ 2020  
BETWEEN Sir Charles Burrell on behalf of THE KNEPP CASTLE ESTATE of The Estate Office, Knepp Castle, West Grinstead, West Sussex, RH13 8LJ (hereinafter called “the Owner”) of the one part and WEST SUSSEX COUNTY COUNCIL of County Hall, West Sussex, Chichester, West Sussex, PO19 1RQ (hereinafter called “the Council”) of the other part.

In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:

“the Plan” is the plan annexed hereto and numbered XX

“the Act” is the Highways Act 1980

“the Land” and “the New Footpath” are shown for the purpose of identification only on the Plan

WHEREAS

- (1) The Owner is seized in fee simple absolute in possession free from encumbrances of the Land.
- (2) The Owner intends to dedicate a Public Right of Way as a footpath over the Land.
- (3) The Council has consulted Horsham District Council as required by Section 25(3) of the Act.
- (4) The Council has had regard to the needs of agriculture and forestry as required by Section 29 of the Act.

NOW IT IS HEREBY AGREED AS FOLLOWS

1. This Agreement is made in pursuance of Section 25 of the Act.
2. Subject to Clause 7 the Owner hereby dedicates the New Footpath for use by the public for the purpose of a footpath to the intent that the New Footpath shall be enjoyed as a footpath.
3. The New Footpath shall have a width of 2 metres.

4. The dedication herewith is subject to:
  - (i) The provision of XX gates as may be deemed necessary at the discretion of the landowner as detailed on the Plan;
  - (ii) The Owner being responsible for the cost of the works necessary to install the New Footpath including the gates cited at 4(i) above to the specification and satisfaction of the Council prior to the taking effect of this Agreement;
  - (iii) The Council being responsible for the costs for providing and installation of waymarkers as necessary to indicate the New Footpath upon the taking effect of this Agreement.
5. The Owner shall if called upon by the Council, but at the sole expense of the Council prove his title (as stated in this Agreement) to the New Footpath.
6. The Agreement shall come into effect when it is dated.
7. Dedication will take place when the New Footpath is available on the ground no later than 12 months following cessation of operation works under granted planning permission WSCC/XXX/XX/XX or any superseding planning permission.
8. The expressions "the Council" and "the Owner" shall include their respective successors in title and assign.

SIGNED AS A DEED on behalf of The Knepp Castle Estate

**THE KNEPP CASTLE ESTATE**

**Name:** .....

**Signature:** .....

**Position:** .....

**Date:** .....

**In the Presence of:**

**Authorised Signatory**

**Name:** .....

**Signature:** .....

**Date:** .....

**WEST SUSSEX COUNTY COUNCIL**

**Name:** .....

**Signature:** .....

**Position:** .....

**Date:** .....