

DATED 8 JUNE 2022

OXFORDSHIRE COUNTY COUNCIL (1)

and

OXFORD CITY COUNCIL (2)

PUBLIC PATH CREATION AGREEMENT

relating to Footpath between

**Boults Lane Recreation Ground and Footpath No 5
Parish of Old Marston**

NO/55686

Anita Bradley
Director of Law & Governance and Monitoring Officer
Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND

DATE: 2 June 2010

OXFORDSHIRE COUNTY COUNCIL (1)

and

OXFORD CITY COUNCIL (2)

PUBLIC PATH CREATION AGREEMENT

relating to footpath between

George Lees Recreation Ground and Footpath No 4
Town of Old Marston

OXFORDSHIRE COUNTY COUNCIL
The County Council Offices
100, Abingdon Road, Oxford, OX1 2JH

OXFORD CITY COUNCIL
The City Council Offices
1, St. John's Street, Oxford, OX1 1JH

OXFORDSHIRE COUNTY COUNCIL
OXFORD CITY COUNCIL

THIS PUBLIC PATH CREATION AGREEMENT is made the 8ⁿ day of June 2022

BETWEEN

1. **OXFORDSHIRE COUNTY COUNCIL** of County Hall New Road Oxford OX1 1ND ("the County Council") and
2. **OXFORD CITY COUNCIL** of St Aldates' Chambers, St Aldates, Oxford OX1 1DS ("the Owner")

RECITALS

- 1.1 The Owner is the registered proprietor of the freehold of the land at Old Marston constituting the Court Place Farm Allotments registered at HM Land Registry with Title Absolute under Title Number ON292163 shown shaded pink on the Plan over which the Footpath runs
- 1.2 It is intended to dedicate a right of way to the use of the public on foot only along the Footpath
- 1.3 The County Council is the highway authority for the area within which the Land is situate and has consulted Old Marston Parish Council and has had due regard to the needs of agriculture and forestry

2. INTERPRETATION

In this Agreement the following terms and expressions shall have the following meanings: -

2.1	"the Footpath"	means the footpath that runs along the Land as more particularly described in the Schedule to this Agreement
2.2	"the Land"	means the land at Old Marston constituting the Court Place Farm Allotments, Old Marston, Oxford

		comprised in Title Number ON292163
2.3	"the Plan"	means the plan annexed to this Agreement

2.4 The clause headings in this Agreement are included for convenience only and shall not affect its interpretation

3. STATUTORY PROVISIONS

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

4. DEDICATION

4.1 The Owner hereby dedicates for the use by the public on foot only all that part of the Land comprising the Footpath

4.2 Oxfordshire County Council confirms that from the date of this Agreement the Footpath will be highway maintainable at public expense

5. WORKS

On completion of this Agreement, the County Council will undertake at its own expense to erect a 2-in-1 type gate (field gate and separate pedestrian gate) at point A on the attached plan and to erect public footpath signage / waymarking at relevant points throughout

6. JURISDICTION

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

IN WITNESS whereof the County Council and the Owner have executed this Agreement as a Deed on the day and year first before written

THE SCHEDULE

PART I

DESCRIPTION OF THE PATH

ALL THAT strip of land shown by a broken black line on the Plan commencing from Ordnance Survey Grid Reference SP 5295 0851 (Point A on the Plan) at the Boulton Road Recreation Ground, in a north-easterly direction for 59 metres to SP 5297 0856 (Point B), and then in a west-north-westerly direction for 132 metres to SP 5285 0858 (Point C) at its junction with Public Footpath No 5, Old Marston. The Footpath has a width of 3 metres for its entire length

PART II

LIMITATIONS AND CONDITIONS

Pedestrian Gate at Ordnance Survey Grid Reference SP 5295 0851 (Point A on the Plan)

ARTICLE 1

SECTION 1

PART 1

1.1 The purpose of this Agreement is to provide for the use of the property for the purposes set out in the Schedule to this Agreement.

1.2 ALL THAT part of land shown by a broken black line on the plan of the land shown in the Schedule to this Agreement (the "Property") is hereby granted to the Crown for the purposes set out in the Schedule to this Agreement. The Property has a width of 3 metres for its entire length.

1.3 The Crown shall not be bound to use the Property for the purposes set out in the Schedule to this Agreement.

LIMITATIONS AND CONDITIONS

1.4 The Property shall be used for the purposes set out in the Schedule to this Agreement and shall not be used for any other purpose.

2. GENERAL

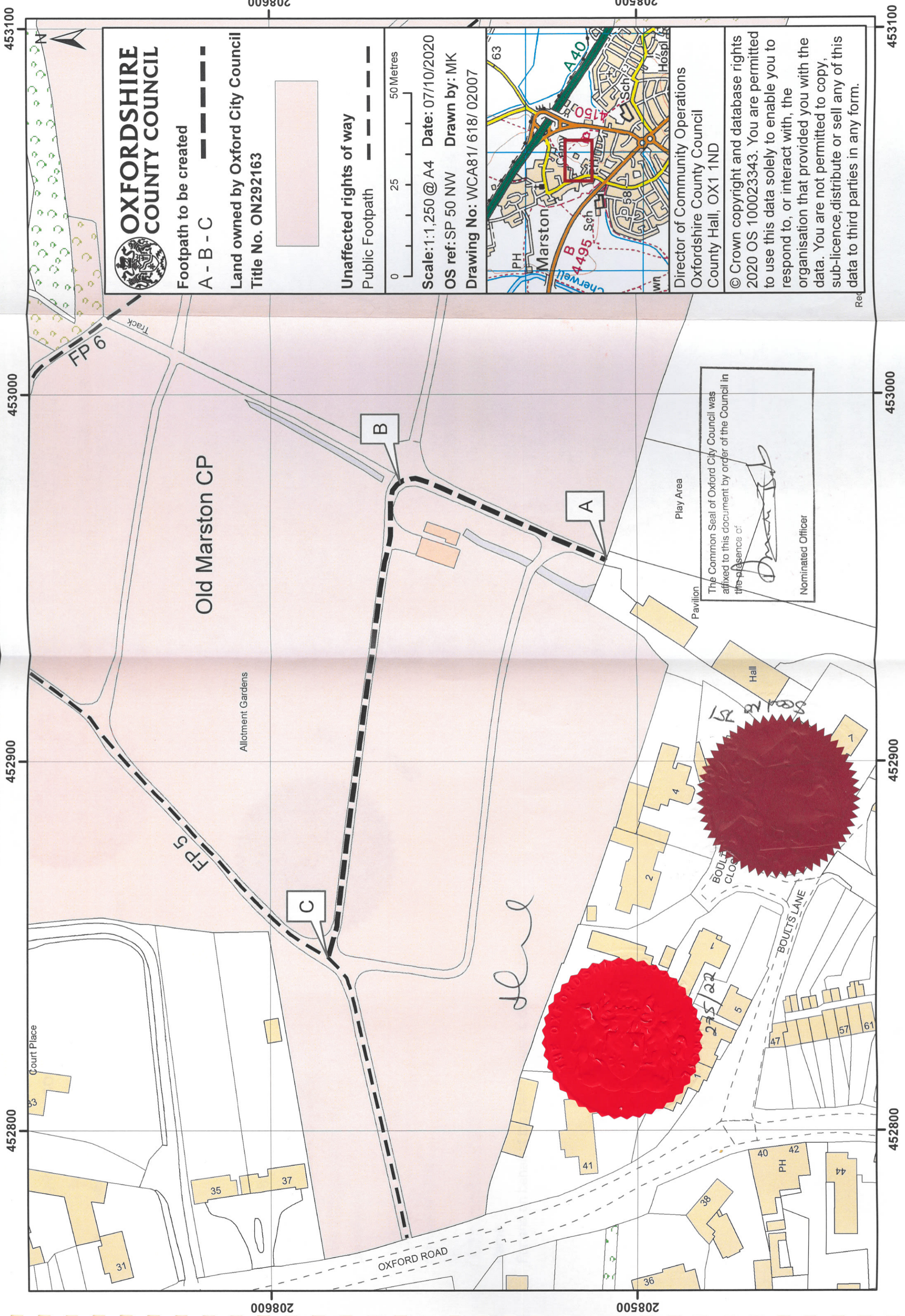
2.1 On completion of this Agreement, the Property shall be vested in the Crown and shall be held for the purposes set out in the Schedule to this Agreement.

3. MISCELLANEOUS

3.1 This Agreement shall be subject to any conditions or restrictions which may be imposed by the relevant authorities.

3.2 This Agreement shall be subject to any conditions or restrictions which may be imposed by the relevant authorities.

Creation of Footpath at Old Marston, Oxford



Footpath to be created

A - B - C

Land owned by Oxford City Council
Title No. ON292163



Unaffected rights of way

Public Footpath



Scale: 1:1,250 @ A4 Date: 07/10/2020
OS ref: SP 50 NW Drawn by: MK
Drawing No: WCA81/ 618/ 02007



Director of Community Operations
Oxfordshire County Council
County Hall, OX1 1ND

© Crown copyright and database rights
2020 OS 100023343. You are permitted
to use this data solely to enable you to
respond to, or interact with, the
organisation that provided you with the
data. You are not permitted to copy,
sub-licence, distribute or sell any of this
data to third parties in any form.

The Common Seal of Oxford City Council was
affixed to this document by order of the Council in
the presence of

Nominated Officer

**THE COMMON SEAL of THE
OXFORDSHIRE COUNTY COUNCIL**

was affixed to this Deed
in the presence of: -

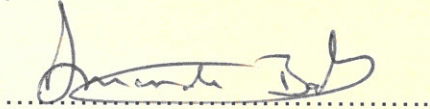


Director of Law and Governance /
Authorised Officer



285/22

THE COMMON SEAL of)
THE OXFORD CITY COUNCIL)
was affixed to this document)
which is executed as a deed by)
order of the Council in the)
presence of:)

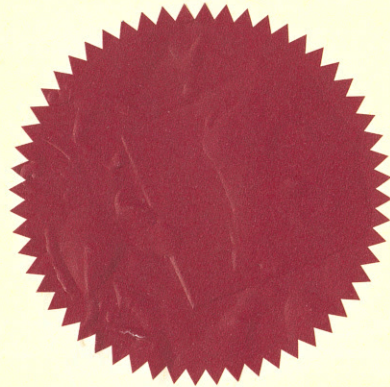


Nominated Officer



Name

For and on behalf of the Head of Law & Governance



SEE 1520751