

Cuilcagh to Cleenish (C2C): An example of using **Permissive Path Agreements**

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**CUILCAGH
TO CLEENISH**
a great place

An example of using **Permissive Path Agreements**

Introduction

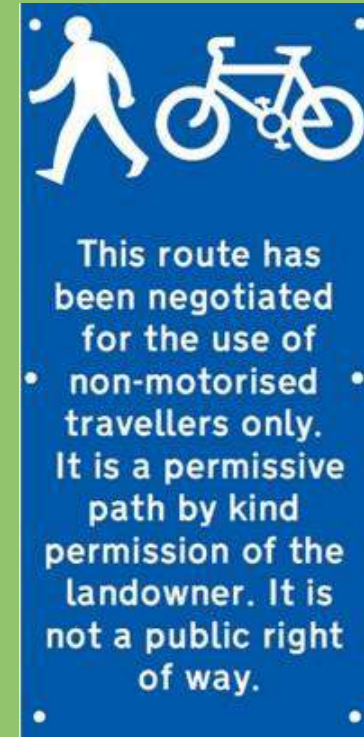
- Permissive Path Agreements Overview
- Cuilcagh to Cleenish: A Great Place
- Case Study: Arney Community Battlefield Trail & Nixon Hall Trail



Order allows Councils to secure Permissive Access

- Most common way of increasing access in NI on private land – through **permission with landowners**
- Permissive Path is **not a PROW**
- Permissive Path – when landowners allow access for **walking, cycling or horse riding**
- Permissive Path Agreement – creation of **linear access on any terms agreed** by the Council and the Landowner
- Usually exist for a **limited period e.g. 10 or 21 or 25 years**
- **Can be closed at certain times of the year** e.g. to protect bird nesting sites
- All is **agreed between landowner and Council** at time of creating the PPA
- Under PPA the **Council usually takes on the liability** of the Permissive Path
- Council **usually takes on management and maintenance** of the Permissive Path.

Education and Youth Service (NI) Order 1986





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The project has received £270,000 of funding from the National Lottery via the Heritage Lottery Fund (HLF) with additional funding provided by Fermanagh and Omagh District Council and Outdoor Recreation Northern Ireland. The HLF investment was made possible through the National Lottery's ground-breaking 'Great Place Scheme,' with 'Cuilcagh to Cleenish: A Great Place' being one of only four projects in Northern Ireland to receive funding through this scheme

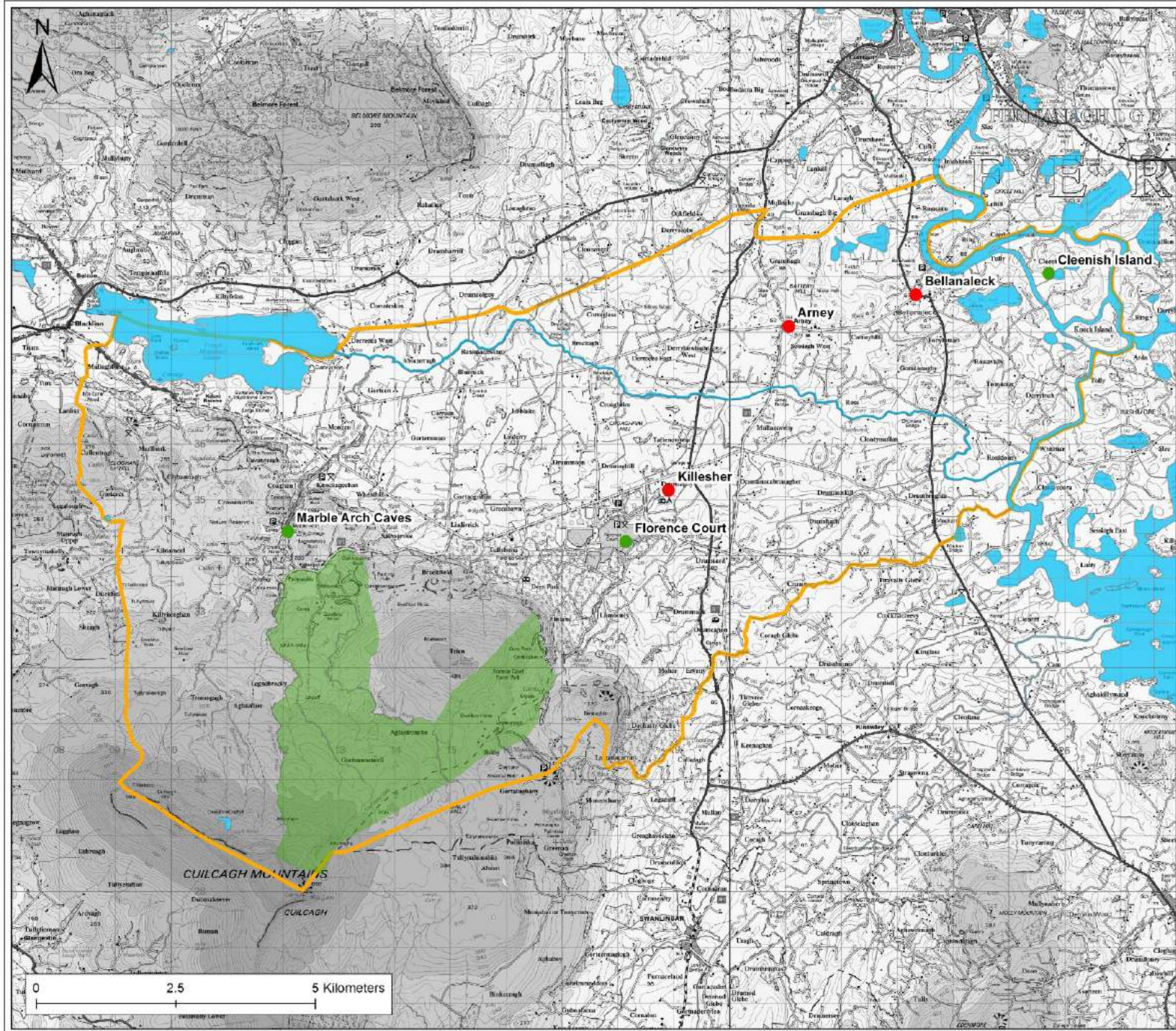
Partners



Cuilcagh to Cleenish - A Great Place

1:65,000

- Key assets
- Key communities
- Arney River
- Lough Erne
- Marble Arch Caves Mountain Park
- Great Place boundary



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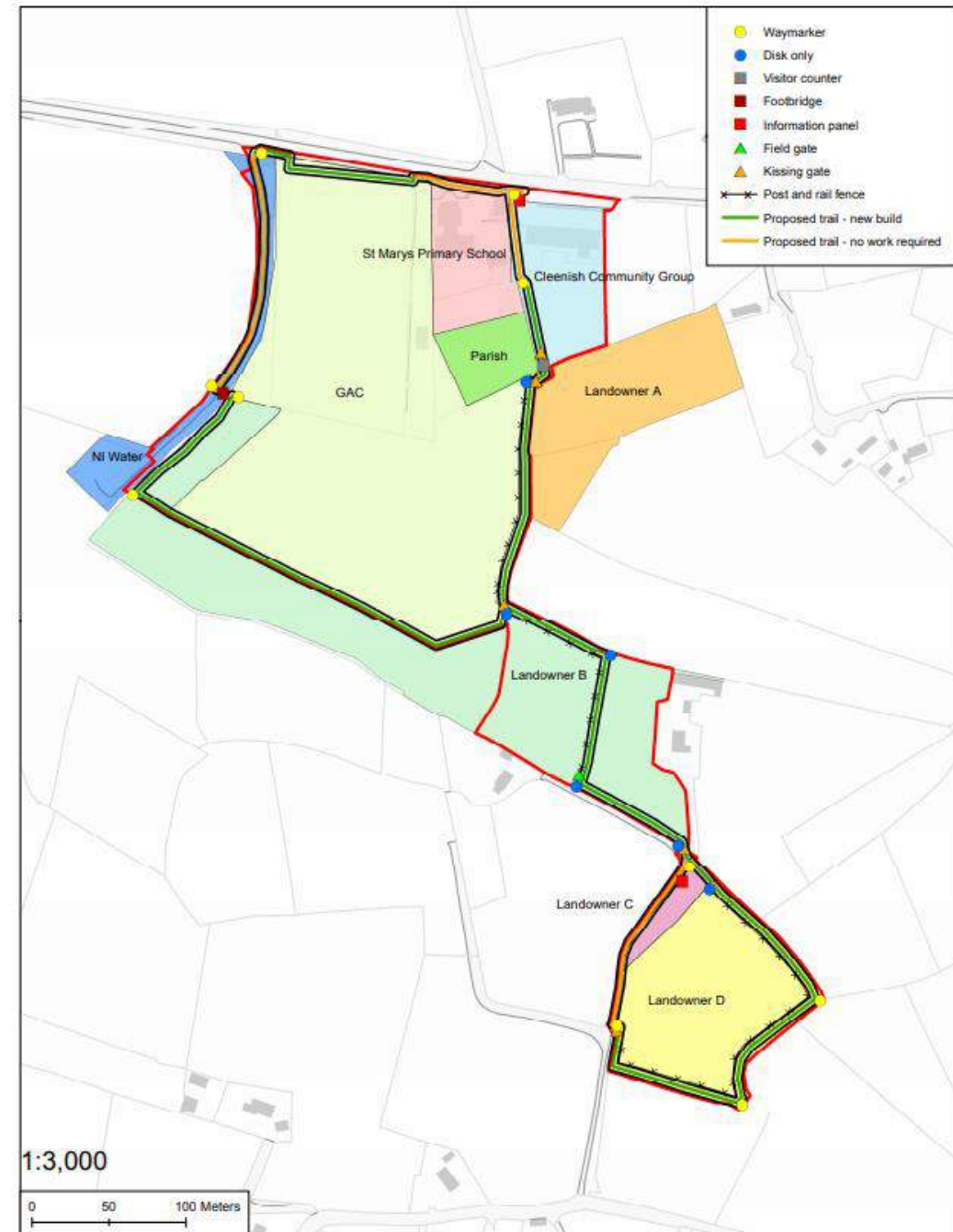




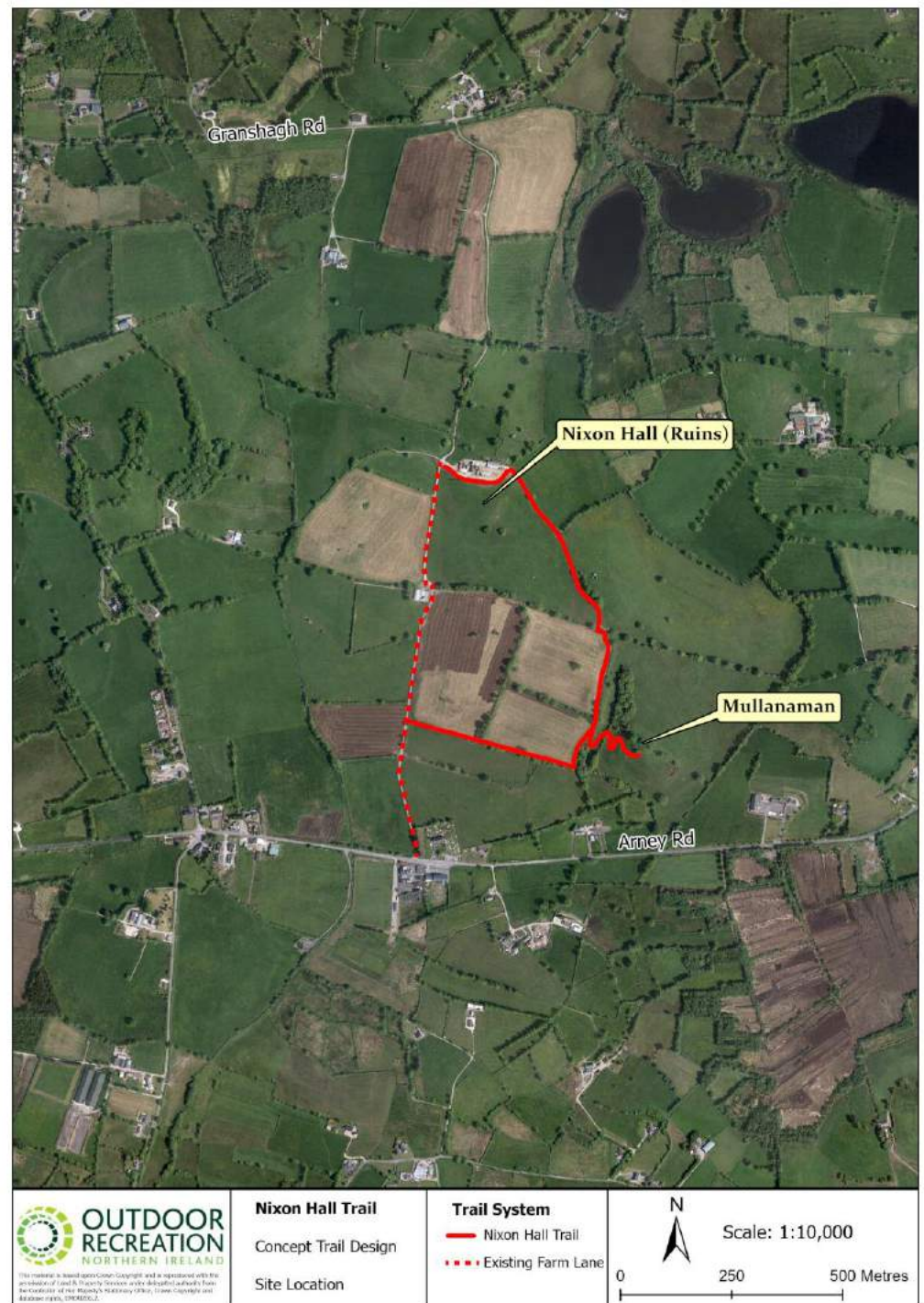
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Arney Community Battlefield Trail



Nixon Hall Community Trail



PPA example

- Partners – Council & Private Landowner(s)
- Term – 25 years and thereafter from year to year until terminated by either party upon giving the other six months' notice
- Council - to manage, maintain, insure, inform visitors of conditions of access
- Landowner - can close for short time (1 or 2 days) with advance notice in interests of public safety – hedge trimming, silage cutting etc.

THIS AGREEMENT is made on the <date> between Bellanaleck GAC (hereinafter called "the Grantor") of the One Part and Fermanagh and Omagh District Council having its office at Townhall, Enniskillen in the County of Fermanagh (hereinafter called "the Council") of the Other Part.

Whereas in exercise of their duties in the promotion of countryside recreation and tourism development within their district the Council is desirous of acquiring for the benefit of the public a Lease of a permissive path hereinafter described in terms and conditions hereinafter contained. Now these presents witnesseth as follows:

1. The Grantor shall let and the Council shall take a permissive path or passage on foot at all times for all persons from time to time wishing to use same across the lands of the Grantor of which the Grantor is seized in fee simple along the pathway marked A/B, C-D and E-F on the plan annexed to the Agreement, from grid reference A/B (H21314 380630, C-D (H21323 38060 - H21404 38047) and E-F (H21483 37914 - H21245 37830), for the term of 25 years from the first day in September in the year 2019 and thereafter from year to year until terminated by either party upon giving the other six months' notice in writing a yearly rent of One Pound Sterling (if demanded) payable in advance on the First day of September in every year, the first payment due and payable in the First day of September in the year 2019. The said permissive path shall extend for a distance of one metre on either side of the line AB on the plan annexed hereto.
2. The Council hereby covenants:
 - 2.1 To execute the works (incorporating signage, stiles and path furniture as required) and thereafter to maintain such works in good repair and conditions
 - 2.2 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
 - 2.3 To keep the surface of the permissive path free from all natural vegetation and to trim back vegetation growing from the sides of above the permissive path as may be required to keep the path in a suitable condition for the permitted purposes
 - 2.4 Not to cut down or maim or injure any tree or sapling other than as provided for 2.3 above without the previous consent in writing of the Grantor
 - 2.5 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 be observed
 - 2.6 To erect notices warning users of the permissive path of any dangers on or near the path
 - 2.7 To take all reasonable steps to ensure that the public know that, camping, fires, bikes, are not permitted
 - 2.8 To take all reasonable steps to ensure that the public know that dogs must be kept on leads
 - 2.9 Not to assign or part with possession or control of any of the rights hereby granted
 - 2.10 Not to do anything in connection 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 the property or to the owner's tenants or occupiers of any adjoining or neighbouring property

2.11 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 neglect act or default on the part of the Council or their duly authorised officers, servants, agents or other person or persons authorised or impliedly authorised in relation to the rights thereby granted.

3. The Agreement shall not be taken or construed to interfere with prejudice or effect any rights in the ground or soil of the said pathway to which the Grantor is or may be entitled as owner of the land adjacent thereto

4. This agreement does not dedicate the proposed path as a public right of way. The agreement does not take away any public rights that may be found to already exist at common law

5. Subject to the provisions of the Agreement any member of the public, who in pursuance of the permissive path therein agreed, enters upon the permissive pathway on the Grantor's lands for the purpose of open air recreation without breaking or damaging any wall, fence, hedge or gate or who is on such permissive pathway for that purpose after having so entered thereon shall not be treated by the Grantor as a trespasser on that land or incur any other liability by reason only of so entering or being on that land

6. The Grantor hereby grants to the Council and its servants and agents the right to enter the said land of the Grantor for the purposes of erecting and maintaining any stiles, coloured waymarks, signs and other furniture relating to the permissive path, and also for the purpose of keeping the permissive path free from natural vegetation growing in from the sides or from the sides of from above as may be required to keep the path in a suitable condition for the permitted purpose of walking only as may be agreed with the Grantor

In witness whereof the Grantor has hereunto set his hand and the seal of the Council has been hereunto affixed the day and year first herein written.

Signed by the Grantor

In the presence of

Signed on behalf of Fermanagh and Omagh District Council.....

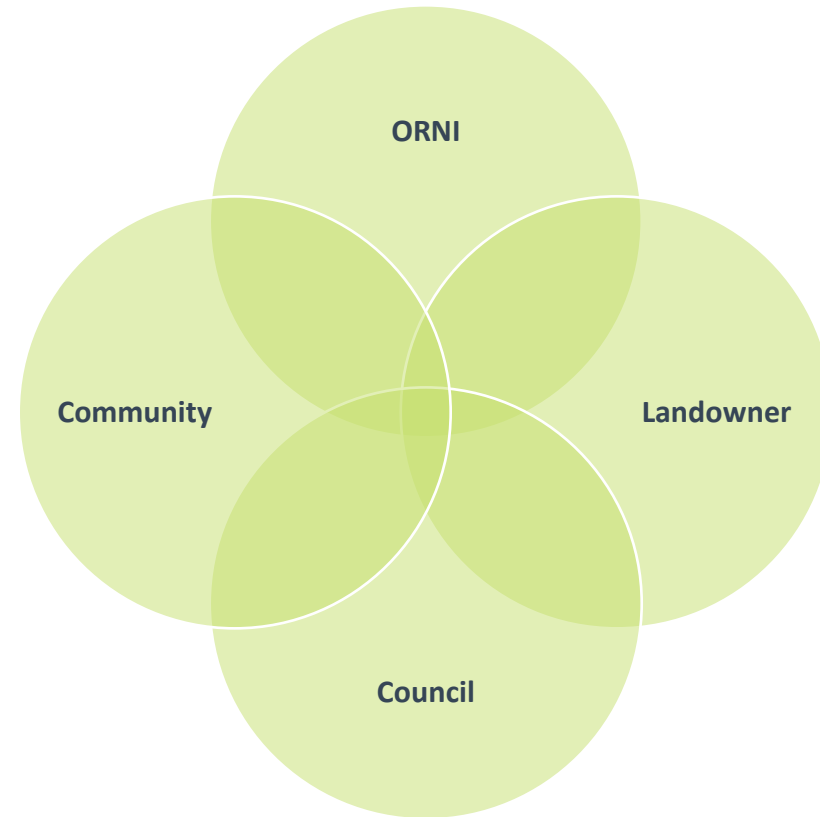
In presence of

Chairperson

Chief Executive

Key Takeaways

- Relationship are key



- Permission not assertion
- Degree of flexibility in approach
- Everyone gets assurance