

WILDLIFE AND COUNTRYSIDE ACT 1981Claimed Public Right of Way at The Paddock, Marine Drive, BrightonStatement of Jonathan Jose of Estates

1. I have worked as a valuer in the Estates department at Brighton & Hove City Council (“the Council”) since January 2006 and I make this statement on behalf of the Council as landowner of The Paddock. The facts in this statement come from my personal knowledge save where I state otherwise.

2. The Borough of Brighton bought the site of The Paddock in 1931 and it has remained in the ownership of the Brighton & Hove local authority ever since. From about 2009/2010 my work has included visiting The Paddock on average five times a year, mainly to check on fly tipping and unauthorised camping.

3. Until 2013 the only path at The Paddock was the path running along the western boundary. There were no paths along the eastern and northern boundaries, which are now the subject of the application by the Roedean Residents Association (“the Claimed Route”).

4. When I visited The Paddock in 2013 I saw that paths had been cut along the Claimed Route. I asked one of the local residents, who was at the Paddock during my visit, why that had been done. She told me that some residents had asked the Council’s CityParks department if paths could be cut along the Claimed Route and CityParks agreed to do this as a favour. CityParks have to visit The Paddock to keep the footpath along the western boundary cut back, so they are continuing to cut the paths along the Claimed Route at the same time.

5. CityParks have told me that the first time the Claimed Route was cut back, a flail had to be used to clear the growth as a mower could not have done the job. The difference was obvious once the Claimed Route had been cut back.

6. The position with regard to the Claimed Route is as follows:

a. I have never seen or been aware of members of the public using the Claimed Route, either before or after it was cut back in 2013. The only evidence of someone using the Claimed Route that I have seen was when I had to remove a tent pitched on The Paddock at the end of 2014. The tent dweller appeared to have accessed The Paddock via the Claimed Route to carry out the unauthorised camping.

b. I have never required people to ask permission before using the Claimed Route

c. I have never deposited a plan and statement under section 31 Highways Act 1980.

d. Neither I nor anyone on my behalf has ever turned back or stopped someone from using the Claimed Route.

e. Neither I nor anyone on my behalf has ever told anyone that the Claimed Route is not public.

6. The Claimed Route was obstructed for approximately 18 months from 2010 to 2011 by major engineering works carried out by Southern Water. A copy of the licence dated 10 May 2010 granted to Southern Water by the Council to carry out these works at The Paddock is attached to this statement and marked "JJ1".

7. In early to mid 2012 the Council erected "Private Land Keep Out" signs on The Paddock. A map showing the location of these signs is attached to this statement and marked "JJ2." As far as I am aware those notices have never been defaced or destroyed.

8. The Council does not intend the Claimed Route to become a public right of way.

Signed.....

Jonathan Jose

Date.....
21/02/2017



Southern Water
Southern House
Yeoman Road
Worthing
BN13 3NX

Attn. Daniel Clark

Dear Sirs

Land at Marine Gate Brighton

Thank you for your e-mail of 26th April 2010. We confirm that access can be given to the Council's land to lay a temporary water supply in accordance with the attached plan subject to the following conditions:-

1. Southern Water Services Ltd (or agents/contractors acting on its behalf) is responsible for guarding and warning signs to protect the public and lighting (if necessary).
2. Southern Water is responsible for obtaining Building Regulation approval (if required).
3. Southern Water is responsible for executing the Works in conformity with the provisions of any of the Bye-laws of the Local Authority applicable to the Works.
4. Southern Water is responsible for taking reasonable precautions to avoid any noise or vibration in connection with the use of any machinery in connection with the carrying out of the Works.
5. Southern Water is to be responsible for the payment of our Surveyor's fees in this matter in the sum of £200 (VAT is not applicable).
6. Southern Water is to reinstate any damage to the land.
7. Southern Water shall indemnify the Council and keep the Council indemnified against all third party liabilities in respect of personal injury, death, or damage to property arising out of, or caused by, the works authorised hereby.
8. Southern Water is to liaise with the Council's ecologist to avoid a risk of killing/injuring of reptiles.
9. The Council's consent relates to its own land and does not extend to land to the north outside of its ownership.

"JJ1"



Finance & Resources

PO Box 2500
King's House
Grand Avenue
Hove BN3 2SR

Date: 10th May 2010
Our Ref: JJ/2283
Your Ref:
Phone: 01273 291082
Fax: 01273 291467
e-mail: jonathan.jose@brighton-hove.gov.uk

Please sign, date and return the attached copy letter confirming your agreement.

Yours faithfully



**Jonathan Jose, Valuer, Property & Design
Brighton & Hove City Council**

I confirm the agreement of Southern Water Services Ltd to the above terms and conditions.

Signed..... D Clark Dated..... 12/5/2010

