**Item 25/038 Planting by Bellropes/Tanyard** – final update on this item.

Background information

Following a request to re-route footpath 33 a gap was left at each side of the Tanyard driveway. Clearance of weeds left more gaps.

The Community approached the PC with a request that some form of barrier / fence & gate etc was reinstated for the safety of the preschoolers when using the Bellropes area / forest school.

ECC PROW officer advised that there was no official reason for a gate / fence to be installed (unless livestock would graze at either location) but we could if we wished to.

The PC asked the property owner to put up a fence or similar. Time passed and the property owner offered to plant some hedging on the Camping close (where the ground is soft) to bridge the gap, with a temporary fence while it grows in. This would be done at no cost to the PC and would be the property of the PC. The Council agreed to this and the Chair liaised with the property owner at Tanyard.

The planting once complete extended further than expected and initially agreed. The PC considered this, but had not put in writing what the expectation was. The property owner ensured that the original PROW route was left open along with their preferred PROW route.

The PC agreed in Jan 25 that although what was delivered was not what was expected that it would grow to be an asset to the village and would look nice. The PC is happy to accept this provided that there is a legal agreement signed by both parties and that no precedent is set to any future offers of planting gifts.

Summary

1. The planting of the hedge has been done at no cost to the Council and has been gifted to the PC. The PC is the sole owner of the planting and will maintain it. Access for maintenance will be provided for from the Camping Close to allow the grassed area to be maintained by contractors.
2. The fence is temporary and will be removed when the hedge has established, and/or by April 2027 – whichever is sooner.
3. This does not set a precedent requiring the PC to accept any future offer of planting. Each offer will be assessed individually. In the same way as the Grants Policy stipulations.
4. The hedge and grass to the boundary line will be maintained ONLY by the PC and their appointed contractors. If there is overgrowth onto another property this may be trimmed as per any other vegetation / trees.
5. A clear demarcation of the boundary will be required (whether by markers, posts or fencing)
6. The maintenance of the garage building remains the responsibility of the property owner
7. If there is a risk of falling tiles then the property owner must make good, and/or install preventative measures such as netting at the edges of the roof.
8. This planting does not affect the PROW and until the PROW diversion is agreed or otherwise, both options will remain open to the public
9. The PC will not discuss any matters relating to the PROW, queries can be directed to the ECC PROW officer (in Highways) The PC has no authority to do so.
10. The planting does not change any property boundary, today or in the future. There will be no ‘land grab’
11. The matter of planting on the land owned by Steeple Bumpstead Parish Council should be treated separately to any other Tanyard matters to avoid conflict.
12. The driveway from the Camping Close to Water Lane is the private property of the owner of Tanyard. The PROW is a legal route crossing this private land
13. Until ECC has corrected the PROW pedestrians are technically trespassing on private land, however the owner of Tanyard has accepted this, provided that pedestrians are respectful of the private property.
14. The Boundary line between Camping Close and Tanyards has not been changed by the planting and remains ‘as where the old fence line was from the corner of the outbuilding to the kissing gate’. If any legal documents are discovered that alters this then the line will be adjusted to be in line with these. This point will be contained within the formal agreement.
15. As property does change hands and there is significant public interest in this area and the popular PROW, the PC will make efforts to avoid any risk of Adverse Possession

Conclusion

The PC did not expect the planting to be such a contentious issue and did not take the correct actions to mitigate any such concerns. The whole matter has not been conducted in a clear, and concise manner, and in the best interest of both parties.

This will be a lesson to the PC and will add a little extra bureaucracy in the efforts to avoid any misconceptions with future projects and to ensure the PC remains accountable and transparent.

It is clear that a ‘gentlemen’s agreement will not be sufficient and so legal advice will be sought.

A written agreement will be drawn up between the Concerned Parties.

**Steeple Bumpstead Parish Council, Camping Close, Steeple Bumpstead,**

**Reference Land Camping Close owned by The Steeple Bumpstead Parish Council Registered in Towns and Village Greens Register No VC112 Essex County Council Registration Act 1965, Conveyed 18th April 1969 and Registered in law 13th October 1978.**

**And**

**Mr Roy Swaby, Tanyard, Water Lane, Steeple Bumpstead, CB9 7DS**

**IOE01/11465/26 – National Grid Reference: TL 67722 41025**

The agreement will be robust and of an official nature, preventing any deviation and essentially providing a watertight agreement to the benefit of both parties in the future.

Both parties (the owners of the Camping Close and Tanyard property and owned land) should make certain all documentation are watertight, as property does and will change hands and the need to avoid dispute is paramount when legal exchanges take place.

Future actions

1. If the PC is offered the planting of a hedge or any other such gift;

No work should be undertaken until such time the matter of the position / location has been clearly identified and resolved by Full Council

1. If the PC becomes aware of a project commencement prior to agreement then all actions must be halted until the Full Council are able to make an agreement, which may include contacting regulatory bodies and legal representation.
2. If the PC is approached to manage or pay a visit to any such issue in the future, 2 Councillors should attend to ensure transparency