

In the matter of a determination of a public footpath at Treborth

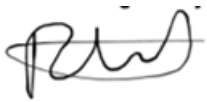
Rhys Gwyn Robert's Witness Statement

I, Rhys Gwyn Roberts of Council Offices, Ffordd y Cob, Pwllheli, Gwynedd will say as follows:

1. I hold the post of Coastpath Project Officer at Cyngor Gwynedd (the Council) and I have been duly authorised by the Council's Head of Legal Services, Iwan Gwilym Evans LL.B., to make this statement on behalf of the Council. I make the same after consulting with my files and records and the information found herein is made from matters within my information and belief.
2. My day to day duties include the creation of individual footpaths and these footpaths are constituent parts of the All Wales Coastal Footpath, a Welsh Government-financed project.
3. Such coastal footpaths are created by and large by making formal Public Footpath Creation Agreements (creating a public highway) or permissive agreements, and both with appropriate landowners. Once I have effected a particular agreement, I am also obliged to maintain the relevant footpath.
4. This statement concerns that part of the All Wales Coastal Footpath that lies on the south side of the Menai Straits and between the two bridges, Pont Britannia to the west and the Menai Suspension Bridge to the east. The footpath in question has been marked by a bold blue continuous line situated between Points A and B on the plan, and the same is exhibited hereto as "RhGR1" (the plan).
5. Point A lies at a point east of Britannia Bridge. Point B on the plan is located by The Lodge, Treborth, Bangor. For completeness I advise the land to the west of Point A is land owned by Network Rail, the latter allows the public to pass and repass thereon.
6. My records show that the said stretch west of Point A became a permissive path by virtue of an agreement made between the Council and Network Rail, and Exhibit "RhGR2" hereto is a copy of such agreement, dated 30th July 2012.
7. Given the nature of the surface of the said stretch, being a track, with no boundary fences on either side, it is highly suggestive that prior to the date of the said agreement the stretch was indeed used as an informal footpath by members of the public.
8. I now refer to the road situated between Points B and X on the plan, and this road runs from the southern edge of the Menai Suspension Bridge and passing by the Industrial Units at Treborth, and eventually reaching the Lodge at Point B. I advise that the Council's records show that there are no public rights of way on this road. In particular, the said road is not a highway.

I certify the content of this statement is true and understand it may be used as evidence. Also I understand I may be liable for contempt proceedings if I have intentionally said anything herein that is found to be untrue.

Dated: 11/11/24



Rhys Gwyn Roberts

Datganiad Tyst Rhys Gwyn Robert

Rwyf i, Rhys Gwyn Roberts o Swyddfeydd y Cyngor, Ffordd y Cob, Pwllheli, Gwynedd, yn dweud fel a ganlyn:

1. Rwyf yn dal y swydd hon, sef Swyddog Prosiect Llwybr Arfordir Cyngor Gwynedd (y Cyngor) ac rwyf wedi fy awdurdodi'n briodol gan Bennaeth Gwasanaethau Cyfreithiol y Cyngor, Iwan Gwilym Evans LL.B., i wneud y datganiad hwn ar ran y Cyngor. Rwyf yn gwneud hyn ar ôl ymgynghori a'm ffeiliau a'm cofnodion ac mae'r wybodaeth a geir yma wedi'i gwneud o faterion o fewn fy ngwybodaeth a'm cred.

2. Mae fy nyletswyddau o ddydd i ddydd yn cynnwys creu llwybrau troed unigol ac mae'r llwybrau troed hyn yn rhannau cyfansoddol o Lwybr Arfordirol Cymru Gyfan, prosiect sydd yn cael ei ariannu gan Lywodraeth Cymru.

3. Mae llwybrau troed arfordirol o'r fath yn cael eu creu ar y cyfan trwy wneud Cytundebau Creu Llwybrau Cyhoeddus ffurfiol (creu prifffordd gyhoeddus) neu gytundebau caniatol, a'r ddau gyda thirfeddianwyr priodol. Unwaith y byddaf wedi gwneud cytundeb penodol, mae'n ofynnol i mi hefyd gynnal a chadw'r llwybr troed perthnasol.

4. Mae'r datganiad hwn yn ymwneud a rhan honno o Lwybr Arfordirol Cymru Gyfan sydd ar ochr ddeheuol y Fenai a rhwng y ddwy bont, Pont Britannia i'r gorllewin a Phont Menai i'r dwyrain. Mae'r llwybr troed dan sylw wedi'i nodi gan linell las barhaus amlwg wedi'i lleoli rhwng Pwyntiau A a B ar y cynllun, ac mae'r un peth yn cael ei arddangos yma fel "RhGR1" (y cynllun).

5. Mae Pwynt A i'r dwyrain o Bont Britannia. Mae pwynt B ar y cynllun wedi ei leoli ger Y Lodge, Treborth, Bangor. Er mwyn bod yn gyflawn, rwyf yn cynghori bod y tir i'r gorllewin o Bwynt A yn dir sy'n eiddo i Network Rail, ac mae'r olaf yn caniatáu i'r cyhoedd basio ac ail basio arno.

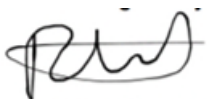
6. Mae fy nghofnodion yn dangos bod y darn dywededig i'r gorllewin o bwynt A wedi dod yn lwybr caniatol yn drwy gytundeb a wnaed rhwng y Cyngor a Network Rail, ac mae Arddangosyn "RhGR2" yma yn gopi o gytundeb o'r fath, dyddiedig 30^{ain} Gorffennaf 2012.

7. O ystyried natur wyneb y darn dywededig, gan ei fod yn drac, heb unrhyw ffensys terfyn ar y naill ochr a'r llall, mae'n hynod o awgrymiadol cyn dyddiad y cytundeb dywededig fod y darn yn wir yn cael ei ddefnyddio fel llwybr troed anffurfiol gan aelodau o'r cyhoedd.

8. Cyfeiriai yn awr at y ffordd sydd wedi'i leoli rhwng Pwyntiau B ac X ar y cynllun, ac mae'r ffordd hon yn rhedeg o ymyl deheuol Pont Menai ac yn mynd heibio i'r Unedau Diwydiannol yn Nhreborth, ac yn y pen draw yn cyrraedd y safle Y Lodge ym Mhwynt B. Cynghoraf fod cofnodion y Cyngor yn dangos nad oes unrhyw hawliau tramwy cyhoeddus ar y ffordd hon. Yn benodol, nid yw'r ffordd dan sylw yn brifffordd.

Tystiaf fod cynnwys y datganiad hwn yn wir a deallaf y gellir ei ddefnyddio fel tystiolaeth. Deallaf hefyd y gallaf fod yn atebol am achos dirmyg os wyf wedi dweud yn fwriadol unrhyw beth yma y canfyddir ei fod yn anwir.

Dyddiedig:11/11/2024



Rhys Gwyn Roberts

Llwybr Arfordirol Cymru / Wales Coastal Path

(Hefyd yn cael ei hadnabod fel
Llwybr 22 yng Nghymuned Pentir /
Also known as footpath number 22
in the Community of Pentir)



Pont Menai Bridge

Gerddi Botanegol Treborth /
Treborth Botanical Gardens

Pont Britannia Bridge

B

Ffordd/Road

The Lodge

Industrial Units

A



Cynllun/Plan RhGR1

Arwyddwyd/Signed:.....

Dyddiedig/Dated:.....

11/11/24

0 70 140 280 Metr / metre

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PR058a
REV. 14.03.01.

LICENCE

DATE:

30th July 2012

NETWORK RAIL:

NETWORK RAIL INFRASTRUCTURE LIMITED, whose registered office is at 90 York Way, London N1 9AG, company registration number 2904587.

LICENSEE:

Gwynedd Council

of:

Shirehall Street Caernarfon Gwynedd LL55 1SH

PRIVILEGES:

Permission to construct use and maintain a footpath beneath and adjacent to the Britannia Bridge Treborth Gwynedd LL61 5BZ

LOCATION OF PRIVILEGES :

as shown by orange dotted lines between points marked A-B-C on the attached plan number 53791-I at Britannia Bridge Llanfairpwll

LICENCE START DATE:

1st August 2012

YEARLY LICENCE FEE

£2,000 until (ONE YR AFTER COMMENCEMENT DATE) and then one peppercorn per annum (if demanded) thereafter

(subject to payment of value added tax):

LICENCE FEE PAYMENT DATE:

1st August 2012

LICENCE FEE START DATE:

1st August 2012

THE SURVEYOR:

Network Rail's Surveyor, Miscellaneous Asset Portfolio, Property

The Mailbox, 100 Wharfedale Street, Birmingham B1 1RT

PERIOD OF NOTICE:

3 Months notice by either party

INTEREST RATE:

4% above the base lending rate of HSBC Bank PLC

COSTS CONTRIBUTION: £1145

1. Licence

Network Rail permits the Licensee to enjoy the Privileges from and including the Licence Start Date.

2. Payments

The Licensee is to pay these sums to Network Rail without deduction or set-off.

- 2.1 The Yearly Licence Fee in advance on the Licence Fee Payment Date in each year. This is to be paid, with value added tax chargeable, by direct debit if required by Network Rail. The first payment or proportionate payment as from and including the Licence Fee Start Date is to be paid now.
- 2.2 Value added tax chargeable on any payment made by or taxable supply received by the Licensee under or in connection with this Licence.
- 2.3 Interest at the Interest Rate on any payment due under this Licence when (in the case of the Yearly Licence Fee and related value added tax) overdue or (in the case of any other sums) overdue and unpaid for more than ten days after demand. Interest is to be payable from the date when due until actual payment.
- 2.4 The Costs Contribution for Network Rail's costs of preparation of this Licence plus value added tax chargeable.
- 2.5 The cost of any works which Network Rail does where the Licensee defaults.

3. Nature of Privileges

- 3.1 The Privileges are granted in common with the use of the Location of the Privileges by Network Rail and all others authorised by Network Rail or otherwise enjoying rights.
- 3.2 It is the Licensee's responsibility to obtain all necessary consents from Network Rail's tenants and others who may be affected by the exercise of the Privileges.

- 3.3 The benefit of this Licence is personal to the Licensee and is not transferable.
- 3.4 Network Rail does not warrant that the Privileges are physically or legally capable of being exercised.

4. Licensee's responsibilities

The Licensee is:

- 4.1 to observe all present or future legal requirements regulating the exercise of the Privileges;
- 4.2 to indemnify Network Rail and its employees from all losses, costs and third party claims or other liability (including for death or personal injury) arising in any way from the grant or existence of this Licence and anything done as a result of its grant or existence;
- 4.3 to release Network Rail from any such claim or other liability on the part of the Licensee (except where in the case of liability for death or personal injury this would be unlawful);
- 4.4 at the end of this Licence to remove from Network Rail's property any works carried out in the exercise of the Privileges and restore Network Rail's property to a good state and condition to the satisfaction of Network Rail (failing which Network Rail may do this and charge the Licensee).

5. End of Licence

This Licence may be ended by the following means:

- 5.1 by Network Rail or the Licensee giving to the other written notice of not less than the Period of Notice expiring at any time; or
- 5.2 by Network Rail giving to the Licensee written notice expiring at any time following failure by the Licensee to comply with any of the terms of this Licence.

6. Notices

Any written notice which is under the terms of this Licence to be given to Network Rail is

to be treated as effectively served if and only if sent through the post by recorded delivery service addressed to the Surveyor or as Network Rail may direct. Any written notice which is to be given to the Licensee is to be treated as effectively served if sent through the post by recorded delivery service addressed to the Licensee at his last known place of business or abode in the United Kingdom or at the Licensee's registered office (as applicable).

7. Schedules

Where any Schedule of additional terms is attached to this Licence, those terms form part of this Licence

SUSAN AUDREY MOLLISON
SIGNED BY Peter Bryan Elliman)

(duly authorised on behalf of)

NETWORK RAIL INFRASTRUCTURE LIMITED])



)

THE COMMON SEAL OF)

CYNGOR GWYNGDD,)
GWYNGDD COUNCIL,)
was affixed in the presence of:)



Director

Secretary



AUTHORISED SEALING OFFICER

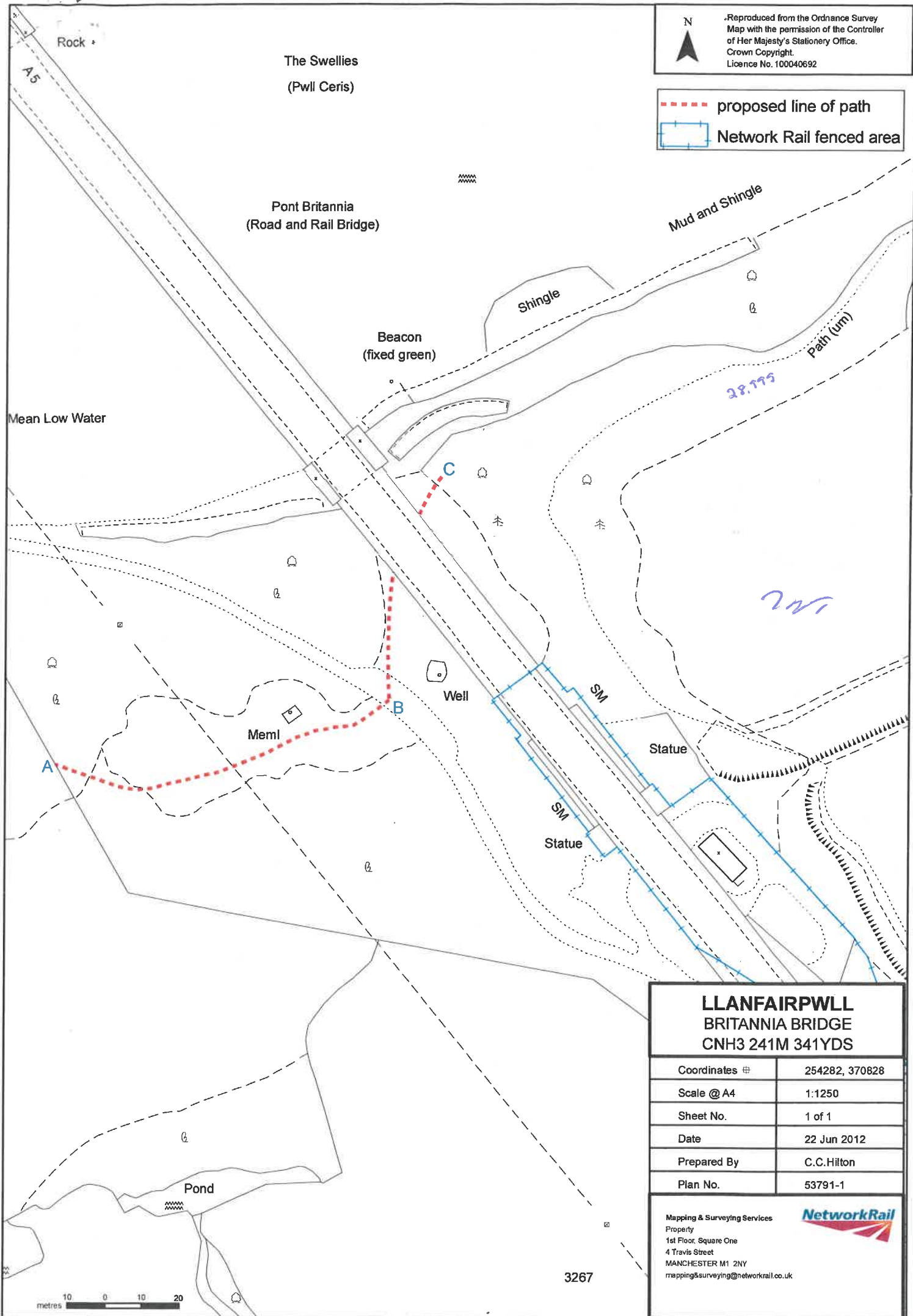
SCHEDULE

The Licensee will :

1. (if not already done) construct the works which are the subject of the Privileges ("the Works") in accordance with plans and sections approved in writing by Network Rail's Engineer;
2. at all times maintain the Works in good and safe repair and condition to the satisfaction of Network Rail's Engineer;
3. complete the Works (once having begun them) speedily and so as to cause the least interference with the railway;
4. not make any alterations or additions to the Works without first obtaining the written consent of Network Rail's Engineer;
5. carry out at the request of Network Rail's Engineer such alterations to the Works as may be necessary in the opinion of Network Rail's Engineer for the widening or alteration of the railway or other use of Network Rail's property;
6. notify Network Rail's Engineer at once of any accident to or leakage from the Works and repair them accordingly;
7. not carry out any works at or come upon Network Rail's property
 - 7.1 other than at such times as may be approved by Network Rail's Engineer and (if so required) under his supervision,
 - 7.2 other than to the satisfaction of Network Rail's Engineer and in accordance with methods of working approved by him, and
 - 7.3 without causing the minimum inconvenience to Network Rail and making good all damage caused to Network Rail's property;

8. pay to Network Rail all costs, losses and expenses (as certified by Network Rail's Engineer) which Network Rail may incur consequent upon or in connection with the existence of the Works or the carrying out of any works in relation to them including (but not limited to) those which arise
- 8.1 in consequence of any special traffic working or speed restrictions or substitution or diversion of railway services,
 - 8.2 in consequence of being unable to deliver in timely manner any train paths for which Network Rail may then have contracted,
 - 8.3 in the employment of inspectors, signalmen, operating supervisors, handsignalmen and lookoutmen,
 - 8.4 in relation to any electrical isolation of Network Rail's equipment,
 - 8.5 in the protection of Network Rail's railway and property and any additional maintenance and renewal,
 - 8.6 in supporting railway structures and other property and in accommodating the effects of any subsidence,
 - 8.7 in carrying out any of the Licensee's works which Network Rail does by agreement or where the Licensee defaults or where in the opinion of Network Rail such action is required in the interests of the safety and/or operation of the railway.
- 9 The Licensee shall erect and maintain bilingual non dedication signs at each end of the License area along the orange dotted line marked between points A-B-C on plan number 53791-I to ensure no public rights of way are created over the footpath . The wording of the signs to be approved by Network Rail prior to the signs being erected.
- 10 The Licensee shall maintain the vegetation and clear from litter within the vicinity of the foot path along the orange dotted line between the points marked A-B-C on the plan number 53791-I

11. For the avoidance of doubt the site and structure of the Britannia Bridge is excluded from this Licence.



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--- proposed line of path

Network Rail fenced area

**LLANFAIRPWLL
BRITANNIA BRIDGE
CNH3 241M 341YDS**

Coordinates	254282, 370828
Scale @ A4	1:1250
Sheet No.	1 of 1
Date	22 Jun 2012
Prepared By	C.C.Hilton
Plan No.	53791-1

Mapping & Surveying Services
Property
1st Floor, Square One
4 Travis Street
MANCHESTER M1 2NY
mapping&surveying@networkrail.co.uk



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