

TOWN & COUNTRY PLANNING ACTS, 1971 and 1972



DACORUM BOROUGH COUNCIL

To Mr M P Grundy and Mr D Bartholomew
Trelawney, Common Lane
Kings Langley
Herts

Conversion of dwelling to form three flats

at 15 Wellbury Terrace, Hemel Hempstead

Brief
description
and location
of proposed
development.

In pursuance of their powers under the above-mentioned Acts and the Orders and Regulations for the time being in force thereunder, the Council hereby refuse the development proposed by you in your application dated 25 April 1988 and received with sufficient particulars on 9 May 1988 and shown on the plan(s) accompanying such application.

The reasons for the Council's decision to refuse permission for the development are:—

1. The proposed use of the rear garden area for three vehicle parking spaces would have a seriously detrimental effect on the amenities at present enjoyed by occupants of adjacent dwellings.
2. Access to the proposed development is inadequate and unsuitable for the additional traffic which would be generated.
3. The proposed development provides insufficient vehicle parking within the site to meet standards adopted by the local planning authority.

Dated 23 day of June 1988

Signed.....

Chief Planning Officer

SEE NOTES OVERLEAF

P/D. 15

NOTE

1. If the applicant is aggrieved by the decision of the local planning authority to refuse permission or approval for the proposed development, or to grant permission or approval subject to conditions, he may appeal to the Secretary of State for the Environment, in accordance with s.36 of the Town and Country Planning Act 1971, within six months of receipt of this notice. (Appeals must be made on a form obtainable from the Secretary of State for the Environment, Tollgate House, Houlton Street, Bristol, BS2 9DJ). The Secretary of State has power to allow a longer period for the giving of a notice of appeal but he will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears to him that permission for the proposed development could not have been granted by the local planning authority, or could not have been so granted otherwise than subject to the conditions imposed by them, having regard to the statutory requirements, to the provisions of the development order, and to any directions given under the order.
2. If permission to develop land is refused, or granted subject to conditions, whether by the local planning authority or by the Secretary of State for the Environment and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted, he may serve on the Borough Council in which the land is situated, a purchase notice requiring that Council to purchase his interest in the land in accordance with the provisions of Part IX of the Town and Country Planning Act 1971.
3. In certain circumstances, a claim may be made against the local planning authority for compensation, where permission is refused or granted subject to conditions by the Secretary of State on appeal or on a reference of the application to him. The circumstances in which such compensation is payable are set out in s.169 of the Town and Country Planning Act 1971.

23 JUN 1988

**4/0840/88. CONVERSION OF DWELLING TO FORM THREE FLATS.
15 WELLBURY TERRACE, HEMEL HEMPSTEAD.
APPLICANTS: MR M GRUNDY & MRS D BARTHOLEMEW**

DESCRIPTION -The property in question is a three storey terraced house. It faces an open green amenity area to the front and has a rear garden some 12 m long. To the rear of the house is a communal parking area and flats facing Datchworth Turn. The proposal is to utilise each existing floor as a separate flat unit, all with an independent access. Parking for three cars is provided in the rear garden.

POLICIES

Hertfordshire County Structure Plan

No relevant Policies

Dacorum District Plan

Policies 18, 19, 62 and 66

REPRESENTATIONS

Director of Housing and Health

Recommends a scheme for sound insulation between the three flats be implemented prior to occupation.

CONSIDERATIONS - Whilst I have no objection in principle to the proposed conversion of flats, there are a number of aspects of the submitted scheme that I consider unsatisfactory. A substantial area of the rear garden, approximately 60%, will be taken up with parking spaces and the access thereto. The rear gardens of the houses in Wellbury Terrace are generally small and open. Thus I consider that the proposed level of parking would be detrimental to amenity. In addition, 4 parking spaces would be needed to meet District Plan standards and only 3 spaces are proposed.

Furthermore, the access to the rear garden area from the communal parking area would cut across a large corner of footway to the rear of the house. I feel that this would be an unacceptable intrusion to the footway and would also be an undesirable precedent for others in the area, as there are no similar accesses in the immediate vicinity of the application site.

✓ RECOMMENDATION - That planning permission be **REFUSED** (on form DC4) for the following reasons:

1. The proposed use of the rear garden area for three vehicle parking spaces would have a seriously detrimental effect on the amenities at present enjoyed by occupants of adjacent dwellings.
2. Access to the proposed development is inadequate and unsuitable for the additional traffic which would be generated.
3. The proposed development provides insufficient vehicle parking within the site to meet standards adopted by the local planning authority.

Final Agreement with our Solicitor
-PAGE 6 REFERS.

DATED

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DACORUM BOROUGH COUNCIL

to

DAVID NORTON MORRIS and
JULIA MARY MORRIS

Draft/

C O N V E Y A N C E

of freehold interest in
property known as

11 Wellbury Terrace, Leverstock Green,

Hemel Hempstead
Hertfordshire

Keith Hunt
Borough Secretary
Dacorum Borough Council
Civic Centre
Marlowes
Hemel Hempstead
Hertfordshire
HP1 1HH

File Ref: PW/2383/7/155/GL

BS/L.170/MAS 1/REV.1.87

CTU

THIS CONVEYANCE is made _____ day of _____
One thousand nine hundred and eighty-
BETWEEN DACORUM BOROUGH COUNCIL of Civic Centre Marlowes
Hemel Hempstead Hertfordshire (hereinafter called "the Council")
of the one part and DAVID NORTON MORRIS and JULIA MARY MORRIS

W H E R E A S

of the ~~first~~ second part and
William Wilson and Sheila Phyllis Wilson
of the ~~third~~ other part (hereinafter called "the Lease") the
property described in the First Schedule hereto (hereinafter
called "the Property") was demised for a term of 99 years at
the rental and subject to the covenants therein contained

3. By a Mortgage dated the 15th August 1980 and made between Abbey National Building Society of the one part and the Purchaser of the other part (hereinafter called "the Mortgage") the leasehold interest in the Property was charged for the term and subject to the covenants and conditions therein expressed

4. The Council is by virtue of:

~~/a Conveyance dated the First day of April One thousand nine hundred and seventy-eight made between Commission for the New Towns of the one part and Dacorum District Council of the other part/~~

[the New Towns (Amendment) Act 1976 and the Hemel Hempstead Transfer Scheme made thereunder on the Twenty-sixth day of May One thousand nine hundred and seventy-seven between Commission for the New Towns of the one part and Dacorum District Council of the other part and Transferred Property Map No 89 forming part thereof on which the property is shown coloured pink and by a Charter granted by Her Majesty the Queen on the 21st day of September 1984 whereby the District of Dacorum was granted Borough Status with effect from the 10th day of October 1984 seised in fee simple in possession of the Property subject to the Lease and as is hereinafter mentioned but otherwise free from incumbrances of the property and has agreed with the Purchaser in pursuance of its powers under the Housing Act 1985 and all other powers it enabling to sell the same to the Purchaser for the like estate in possession subject as aforesaid and to the covenants hereinafter contained at the price of THREE HUNDRED POUNDS (£300.00)

N O W T H I S D E E D W I T N E S S E T H as follows:-

1. IN consideration of the sum of THREE HUNDRED POUNDS (£300.00) now paid by the Purchaser to the Council (the receipt whereof the Council hereby acknowledges) the Council as beneficial owner hereby conveys unto the Purchaser ALL THAT the Property TO HOLD the same unto the Purchaser in fee simple SUBJECT TO:-
 - (i) observance and performance of the covenants set out in the Second Schedule hereto
 - (ii) the Lease

[(iii) observance and performance of the covenants contained or referred to in a Conveyance (hereinafter called "the Conveyance") dated the 4th October 1960 and made between the Queen's Most Excellent Majesty (1) ~~of the one part and~~ The Crown Estate Commissioners (2) ~~of the other part~~ and the Hemel Hempstead Development Corporation (3)

2. THE Purchaser hereby undertakes with the Council at all times hereafter to observe and perform the covenants contained or referred to in the Conveyance dated 4th October 1960
3. THE Purchaser hereby covenants and undertakes with the Council in pursuance of s.33 of the Local Government (Miscellaneous Provisions) Act 1982 to observe and perform the covenants set out in the Second Schedule hereto
4. IT IS HEREBY DECLARED that the term created by the Lease shall absolutely merge and be consolidated with the reversion in fee simple of the Property upon the date of discharge of the Mortgage
5. THE Council hereby acknowledges the right of the Purchaser to the production of the documents specified in the Third Schedule hereto the possession of which is retained by the Council and to delivery of copies thereof and undertakes with the Purchaser for the safe custody of the same
6. IN this Conveyance masculine references shall include the feminine singular shall include the plural and vice versa and in the case of more than one party being herein described as the Purchaser the covenants and obligations on the part of the Purchaser herein contained shall be joint and several as respects such parties and each of them
7. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds

THIRTY THOUSAND POUNDS (£30,000.00)

I N W I T N E S S whereof the Council has caused its Common Seal to be hereunto affixed and the Purchaser has set his hand and seal the day and year first before written

THE FIRST SCHEDULE

above referred to

ALL THAT piece or parcel of land together with the dwellinghouse erected thereon or on some part thereof situate at and known as 11 Wellbury Terrace Hemel Hempstead Hertfordshire as the same is for the purpose of identification only shown coloured pink on the plan annexed hereto (hereinafter called "the Plan") including the fences marked with a "T" on the Plan within the pink colouring the wall(s) between the points marked ^{A-B & C-D} on the Plan being ~~xxx~~ party wall(s) and maintained and repaired accordingly TOGETHER WITH the following rights:-

- (a) All rights of support and drainage and all easements quasi easements and other rights in the nature of easements as are now or usually enjoyed by the Property in over or under the adjoining or neighbouring land of the Council so far as the Council is lawfully enabled to grant the same and subject nevertheless to the restrictions stipulations and reservations as are hereinafter contained
- (b) The right of free passage and running of water and soil (in common with the Council and with all other persons entitled thereto) by and through the drains channels pipes and sewers in or under neighbouring land now or formerly in the ownership of the Council and so far as the Council is lawfully enabled to grant the same all easements rights and privileges proper for maintaining and reinstating the same but subject to the Purchaser making good all damage thereby occasioned at his own expense
- (c) A right of way on foot only for the Purchaser his successors in title and persons authorised by him at all times over and along the pathway coloured brown on the Plan in common with the Council and with all other persons entitled thereto

- (d) A right of way with or without vehicles for the Purchaser his successors in title and persons authorised by him at all times over and along the roadway coloured brown on the Plan in common with the Council and all other persons entitled thereto so however that the Purchaser shall not park or allow to be parked on any part of such roadway any trailer caravan house on wheels commercial vehicle or any other thing

EXCEPTING AND RESERVING unto the Council and all other persons lawfully entitled thereto the following rights:-

- (i) The right of free passage and running of water and soil by and through the channels drains pipes and sewers in or under the Property together with all easements rights and privileges proper for repairing maintaining and reinstating the same so however that the party exercising such rights shall make good at their own expense any damage thereby occasioned
- (ii) The maintenance of existing footings foundations or other existing encroachment on or over or intruding into the Property
- (iii) A right for adjacent owners or occupiers or their workmen at all reasonable times to enter upon the Property for the purpose of repairing or carrying out other lawful works to such adjacent Property the party exercising such rights doing the minimum of damage and paying reasonable compensation for any damage thereby occasioned
- (iv) The right to maintain repair renew and replace the public sewers crossing the Property (if any) and for that purpose to enter the Property with such workmen and equipment as may be required doing as little damage to the Property as practicable and thereafter at the expense of the Council making good the Property and restoring the surface thereof as soon as may be
- (v) The right for the Council its servants agents licensees and all other persons so authorised by it after reasonable notice (except in the case of emergency) to enter into and upon the Property with or without

workmen and others for the purpose of affixing and installing such apparatus as the Council or its servants agents or licensees shall deem necessary or desirable in connection with the provision of a wired television and/or radio and/or communications service to the dwelling on the Property or to neighbouring dwellings in the ownership of the Council and inspecting testing maintaining enlarging modifying repairing renewing or removing the same the person or persons entering making good any damage to the Property or to the dwelling thereon thereby caused

THE SECOND SCHEDULE
above referred to

1. ~~(Not to carry on any trade or business upon the Property or any part thereof and not to use the Property otherwise than for the purpose of a private dwellinghouse in single family occupation~~
2. ~~Not to do or keep or suffer to be done or kept on the Property any act or thing which may be or become a nuisance or annoyance or cause inconvenience to the Council or other owners or occupiers of neighbouring dwellings or which may tend to lessen or depreciate the value of the dwellings in the neighbourhood~~
3. Not by any act neglect or default to prejudice or interfere with any common service construction or amenity benefiting in common the Property and any other land within the neighbourhood and to pay and contribute to any party undertaking repair or maintenance of any such service construction or amenity a fair proportion of the expense thereof and in particular

 - (a) to cleanse repair renew and relay where necessary all drains and private sewers laid or to be laid on in under or over the Property and to bear with the owners and occupiers of the adjoining properties in equal

proportion the costs charges and expenses of cleansing repairing renewing and relaying any common private sewers or drains and any gutter down spout gulley or manhole used in common as need shall require

- (b) to the reasonable satisfaction of the Council to maintain in good repair and order and where necessary to cleanse repair and renew any party wall fence hedge chimney stack or any other structure and any path gate or entrance way and any water pipe gas pipe or cable wire and any other thing used in common with the owners and occupiers of the adjoining properties and to bear with such owners (whether the Council or other persons) and occupiers in equal proportion the costs charges and expenses of maintaining cleansing repairing and renewing any such common gates path walls chimney stacks and other structures or things as aforesaid used in common as need shall require

4. To the reasonable satisfaction of the Council to maintain in good repair order and condition the boundary walls and/or hedges and/or fences as indicated by "T" marks on the Plan

THE THIRD SCHEDULE
above referred to

DATE	DOCUMENT	PARTIES
4th October 1960	Conveyance	The Queen's Most Excellent Majesty (1) The Crown Estate Commissioners (2) Hemel Hempstead Development Corporation (3)

THE COMMON SEAL of)
DACORUM BOROUGH COUNCIL)
was hereunto affixed in the)
presence of:-)

Chief Executive

Assistant Secretary
(Admin.)

SIGNED SEALED and DELIVERED)
by the Purchaser in the)
presence of:-)