

TOWN & COUNTRY PLANNING ACTS, 1971 and 1972



DACORUM BOROUGH COUNCIL

To Mr N Fountaine
Hazel Cottage
Lodge Farm
Rossway
Berkhamsted Herts

Messrs Glasspool and Thaiss
112-116 Broad Street
Chesham
Bucks

Two storey side extension
at Hazel Cottage, Lodge Farm, Rossway, Berkhamsted

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 14 December 1988 and received with sufficient particulars on 16 December 1988 and shown on the plan(s) accompanying such application.

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

The proposed extension encroaches upon a public right of way, reducing the width of the footway to an unacceptable degree and causing detriment to general amenity.

Dated Sixteenth day of March 1989

Signed [Signature]

Chief Planning Officer

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.



Planning Inspectorate
Department of the Environment

D/1227/KSM/P

Room 1404 Tollgate House Houlton Street Bristol BS2 9DJ

Telex 449321

Direct Line 0272-218 927

PLANNING DEPARTMENT Switchboard 0272-218811
 DACORUM BOROUGH COUNCIL GTN 1373

Handwritten signatures and initials

P J Fountaine 28 Castle Street BERKHAMSTED Herts HP4 2DW	Ref.					Date	
	C.P.O.	T.C.P.M.	DP.	D.C.	B.C.	Admin.	Your reference File
	15 MAR 1990						Our reference
	Received						Date
Comments						13 MAR 90	

Sir

TOWN AND COUNTRY PLANNING ACT 1971, SECTION 36 AND SCHEDULE 9
 APPEAL BY N FOUNTAINE ESQ
 APPLICATION NO:- 4/2286/88

- I have been appointed by the Secretary of State for the Environment to determine the above mentioned appeal. This appeal is against the decision of the Dacorum Borough Council to refuse planning permission for a 2-storey side extension to Hazel Cottage, Lodge Farm, Rossway, Berkhamsted. I have considered the written representations made by you and by the Council and also those made by the Wigginton Parish Council and other interested persons. I have also considered those representations made directly by other interested persons to the Council which have been forwarded to me. I inspected the site on 24 October 1989.
- From my consideration of the written representations and my inspection of the site and its surroundings I consider the main issue in this case is the effect of the proposal on the adjacent public footpath.
- The ownership of part of the appeal site has been brought into question. This is a matter which must ultimately be decided by the courts. I shall proceed to consider this case on its planning merits, which in my view will not prejudice in any way the claims of either party to the land ownership dispute.
- Hazel Cottage is one of a small group of buildings at Lodge Farm, surrounded on all sides by open countryside. The proposed extension is on land to the north-west of the existing dwelling, this area being largely occupied by an existing garage. The edge of the proposed extension, although not parallel to the garage wall, would extend the limit of building approximately 0.5 m outwards. Wigginton footpath No 2 runs along the north-west boundary of Hazel Cottage, separating it from Woodland View. Apart from a section of the footpath route along the surfaced access road to Lodge Farm, and the section between Hazel Cottage and Woodland View, the footpath routes in this area are generally along the sides of fields.
- The Council has stated that the minimum acceptable right of way for a footpath is 2 m, this being based on a Hertfordshire County Council stipulation, which the Council states is based on an arbitrary figure for 2 people to pass one another comfortably. The proposed development would reduce the footpath width to a minimum of approximately 1.78 m at one point. The Council further considers that the proposal should be resisted because it would give rise to a reduction of the existing minimum footpath width of 2.3 m. From my inspection I formed the opinion that the footpath in question is not heavily used in this area other than between the 2 adjacent residential properties. The minimum width of 1.78 m which would result from the proposal is at one point only, the width to the building being less

than 2 m for a total footpath length of approximately 4 m. However, from my observations, existing fence and hedge boundaries at this point restrict the footpath width to approximately 1.8 m for a total length of about 10 m. In my view this width restriction over the short length involved would not cause serious harm either to the convenience of users of the footpath, or to the character of the footpath at this point as it passes through a small group of dwellings set within open countryside. In my opinion walkers would still be able to pass without difficulty in a width of 1.8 m; which prevails for only a small distance of the total footpath route and setting.

6. I have taken account of all other matters raised in the representations, but find none to be of such weight as to alter my conclusions on the main issue.

7. For the above reasons, and in exercise of the powers transferred to me, I hereby allow this appeal and grant planning permission for a 2-storey side extension to Hazel Cottage, Lodge Farm, Rossway, Berkshamstead in accordance with the terms of the application No 4/2286/88 dated 14 December 1988 and the plans submitted therewith, subject to the condition that the development hereby permitted shall be begun before the expiration of 5 years from the date of this letter.

8. This letter does not convey any approval or consent required under any enactment, byelaw, order or regulation other than section 23 of the Town and Country Planning Act 1971. In particular you are reminded that the grant of planning permission does not override any easements or wayleave agreements that may subsist in relation to the land, nor does it entitle the developers to obstruct any public right of way. If it is necessary to stop up or divert a public right of way to enable the development to be carried out, application should be made without delay to the Secretary of State for an order under section 209 of the Town and Country Planning Act 1971. Alternatively if the public right of way is a footpath or bridleway, application for an order to divert or close such footpath or bridleway may be made to the local planning authority under section 210 of the Town and Country Planning Act 1971. Any statutory procedures necessary to deal with a right of way should be completed before development affecting it takes place. It should be noted that an application for an order under either section 209 or 210(2)(a) cannot be entertained after development has taken place.

I am Sir
Your obedient Servant

Peter J. Baldwin

PETER J BALDWIN BSc CEng FICE FIHT MBIM
Inspector

DATED 7th July

1980.

MRS. B. R. LAGUS

- to -

MR. AND MRS. C. D. HENRY

C O N V E Y A N C E

of Woodland View, Rossway,
Berkhamsted in the County of
Hertford.

Sherwood Cobbing & Williams,
48 High Street,
Kingston upon Thames,
Surrey.

10/7/38/80



LAND REVENUE
 18 AUG. 1980
 FINANCE ACT 1971



10
 18 AUG 1980

THIS CONVEYANCE is made the 7th

day of July One thousand nine hundred and eighty
BETWEEN BRIDGETTE ROBINA LAGUS formerly of 42 Milton
 Fields Chalfont St. Giles in the County of Buckingham but now
 of Woodland View Rossway Berkhamsted in the County of Hertford
 (hereinafter called "the Vendor") of the one part and CHRISTOPHER
DAVID HENRY and MARITA MARGARETA HENRY of Wold Cottage
 Ballinger Road South Heath Great Missenden in the County of
 Buckingham (hereinafter together called "the Purchaser") of the
 other part

WHEREAS

- (1) By a Conveyance made the twenty first day of September One thousand nine hundred and seventy seven between David Henry Lawson of the one part and the Vendor of the other part ("the Conveyance") the property known as Woodland View aforesaid was conveyed unto the Purchaser together with the Benefit of the various rights specified in the Conveyance but EXCEPT AND RESERVING and SUBJECT to the covenants and conditions more particularly described in the Conveyance
- (2) The Vendor has agreed for the sale of Woodland View to the Purchaser for the sum of EIGHTY THOUSAND POUNDS (£80,000)

NOW THIS DEED WITNESSETH as follows:-

- 1. IN consideration of the sum of Eighty thousand pounds (£80,000) now paid by the Purchaser to the Vendor (receipt whereof the Vendor hereby acknowledges) the Vendor as Beneficial Owner hereby conveys unto the Purchaser ALL THAT freehold messuage or detached bungalow and premises known as "Woodland View" with the land and buildings adjacent thereto formerly in the Parish of Wigginton but now in the District of Dacorum in the County of Hertford ALL of which property was for the purpose of identification only but not further or otherwise delineated and edged red on the plan attached to the Conveyance TOGETHER with the rights except and reserved and subject as more particularly

mentioned in the Conveyance TO HOLD the same unto the Purchaser in fee simple _____

2. THE Purchasers hereby jointly and severally covenant with the Vendor by way of indemnity only so far as the same are still subsisting and capable of taking effect and affect the property hereby conveyed that they will at all times hereafter duly perform and observe the covenants and conditions contained in a Conveyance dated the sixth day of December one thousand nine hundred and sixty five and made between Adrian Nigel Haddon-Paton of the one part and David Henry Lawton of the other part and that they will keep the Vendor and her Personal Representatives effectually indemnified against all actions proceedings costs claims and demands whatsoever in respect of the said covenants and conditions or any of them so far as aforesaid _____

3. THE Purchasers hereby DECLARE that they stand in possession of the property hereby conveyed as joint tenants in law and equity and that they have the same power of mortgaging charging or dealing with the same as an absolute owner _____

I N W I T N E S S whereof the Vendor and the Purchasers have hereunto set their hands and seals the day and year first before written _____

SIGNED SEaled and DELIVERED by the)
said BRIDGETTE ROBINA LAGUS in the)
presence of:-

B. L. L. L.

G. J. Buxton
173. WOODFORD CRESCENT
PINNER. MDDX
HOUSEWIFE.

SIGNED SEaled and DELIVERED by the)
said CHRISTOPHER DAVID HENRY in the)
presence of:-

the Purchaser

SIGNED SEALED and DELIVERED by the)
said MARITA MARGARETA HENRY in the)
presence of:-)

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REFUSED FOR THE FOLLOWING REASONS:

The proposed extension encroaches upon a public right of way, reducing the width of the footway to an unacceptable degree and causing detriment to general amenity.

* * *

NORTHGATE
DOCUMENT STAMPED
TO ENSURE DETECTION
BY SCANNER