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Your Ref:

Our Ref: BWT/JME/37198

25th September 2017.

TO WHOM IT MAY CONCERN

Dear Sirs,

RE: **Our Client** : Mrs Dorothy Turner
Property : Little Stanford (formerly Stanford Holding)
Stanford, Halfway House, Shrewsbury,
Shropshire, SY5 9DW

We act on behalf of Mrs Dorothy Turner the owner of the above property and are instructed to write following seeing matters contained in what we understand to be a:-

"Development Management Report"

prepared by the "Responsible Officer : Tim Rogers" in relation to:-

"Planning Application Number 16/05541/FUL

in respect of Stanford Farm, Stanford, Halfway House, Shrewsbury, Shropshire.

We refer to what appears under the heading:-

"CONDITION(S) THAT REQUIRE APPROVAL DURING THE CONSTRUCTION/PRIOR TO THE OCCUPATION OF THE DEVELOPMENT."

Number 10:-

"Within 9 months of the date of this permission, the following access/highway works shall be completed in accordance with full engineering details which shall first be submitted to, and approved in writing by, the local Planning Authority:-

- (i) The resurfacing/reconstruction of the initial section of the existing vehicular access, including widening where possible,
- (ii) The provision of two vehicle passing bays within the highway verge between the site access and the junction with Pecknall Lane,

- (iii) A scheme of directions signing for the proposed events, including sign content, precise locations along with any necessary permissions or consents.

Reason : In the interests of highway safety.”

Our client's title is registered at H.M. Land Registry and a copy of the Title Information Document is enclosed.

The Lease referred to in the Schedule of Notices of Leases is in favour of the Environment Agency and as will be seen it is for a rain gauge site at Little Stanford. It is not relevant to this matter.

The Charges register refers to rights that are reserved by the Conveyance of 22nd July 1954 between Sir Richard Tihel Leighton and others and affect the registered land.

The Harry Turner referred to in that Conveyance, the original of which we hold, and a copy of which is enclosed herewith is the late husband of our client.

If you look at the plan you will see that the access across Little Stanford in favour of Stanford Farm is shown coloured brown.

If you look at clause 1 of the Deed – starting towards the bottom of the second page – you will see that there is a portion of it which reads:-

“EXCEPT NEVERTHELESS AND RESERVING unto the Vendor in fee simple or other the owner or occupiers of Stanford Farm and all persons authorised by them and all other persons having a little right the right of way at all times and for all purposes with or without horses cattle sheep and other animals carts carriages wagons and other mechanically propelled vehicles over and along the roadway coloured brown on the said plan.”

That is the extent of the right of way in favour of the owners of Stanford Farm. It does not give them the right to do anything more than traverse over the roadway. In particular it does not give them the right to widen it or do anything else with it and certainly not to alter it.

Insofar as the conditions of the Planning Consent as indicated above require the Applicant as a condition of the grant of the consent that she seeks to implement these matters then she cannot do so.

Further insofar as there is a reference to the building of laybys/passing places please note the location of our client's ground from the plan attached to the Conveyance. In other words the road comes right up to the edge of our client's ground irrespective of whether the hedges are set back. Again there is no right vested in the owners of Stanford Farm to do any works that affect our client's ground.

Notwithstanding the lack of rights referred to immediately above we are given to understand there have already been encroachments onto our client's adjoining property which is, needless to say, not acceptable.

Finally for the avoidance of doubt we confirm that our client is not willing to agree to any works being done either on the roadway within her property or to her boundaries abutting the Council maintained road.

Yours faithfully,

Emmys Jones + Co