

Response ID [REDACTED]

Submitted to Weymouth Neighbourhood Plan 2021 to 2038

Submitted on 2025-02-05 16:56:30

Part 1: personal details

1 Are you responding on behalf of yourself or for someone else?

I'm responding on behalf of myself

2 What is your name?

Name:

David Askew

3 What is your email address?

Email:

[REDACTED]

4 What is your job title and organisation?

Organisation:

Job title:

5 What is your address?

Address:

[REDACTED]
[REDACTED]

Postcode:

[REDACTED]

6 What is your phone number?

Phone number:

[REDACTED]

Part 2: your representation

8 Please write your comments / representation in the box below

Comments:

I'm writing with regard to the following statement in the Weymouth Neighbourhood Plan.

Policy W08: Coastal Green Recreation Areas

8.63 Bincleaves Open Space and Underbarn:

"Sections of the Underbarn remain open, whilst there are sections which are temporarily closed. Once safety issues are addressed re-opening the underbarn will increase the use of the space and enable the Coastal Path to be re-routed along the coast."

This footpath passes through our property and was closed in 2001 by a TRO (Traffic Regulation Order) due to the risk of landslips.

Unfortunately the Council responding to a local pressure group, and ignoring that we and the majority of landowners were pointing out that the risk of landslips had actually increased.

We also have serious concerns that if it became part of the South West Coast Path we would have 10's of 1000's of people directed through a unstable section of our garden, compounding our erosion problems.

Nevertheless the Council attempted to reopen the footpath across our neighbours land.

The path the Council Rangers cut through was blocked again within a fortnight by a LANDSLIP!

So I am naturally concerned that it would appear that the Council is still intent on reopening the footpath despite the evident increased risk of landslips. Especially after a phone conversation with Dorset Councils Green Space Manager Mr Goff, I was given the impression that due to the multiple landslips

that had occurred last winter the Council would no longer be attempting to reopen the closed Underbarn section of the footpath.

I will also point out that the section of footpath that passes through our property is not a PROW (Public Right of Way), but a "Permissive Path" as it was granted by deed in 1950, and as the freeholders we are the "Successors in title" and under the terms of the deed I formally revoked premission for the footpath in a email and signed letter I sent to Mr Goff, which he confirmed receipt of during our phone call.
Copy of deed attached.

Despite our objections to the footpath being reopened in its current position, we are not against it being rerouted across a more suitable, and more easily accessible section of our property, and becoming part of the South West Coast Path.

The views would be far superior as well.

Yours sincerely

Mr D R Askew

9 Would you like to attach a file in relation to your response?

File upload:
1950 Deed (2).jpg was uploaded

10 Do you wish to be notified of Dorset Council's decision to 'make' or refuse to 'make' the neighbourhood plan at the Regulation 19 stage?

Yes

not her hand and seal and the Grantees have caused their
as follows :

(a) To pay the said annual rent of one shilling on
the First day of May in every year during the continuance
of this grant the first payment to be made on the First
day of May One thousand nine hundred and fifty one

(b) To erect at their expense along the north western
boundary of the said path a chain link fence not less
than five feet in height from the level of the surface
of the land forming such boundary and also a notice warning
the public against trespassing on the adjoining land of
the Grantor and will during the continuance of this
Grant keep such fence and notice in good repair and
condition

(c) To make and keep in good repair and condition at
their expense the said path and in the carrying out of
such works maintain the level of the surface thereof to
that of the adjoining land of the Grantor

(d) On the determination of the term for which this
Grant is made at their own expense to substantially
block up the said path in such a manner as to effectively
prevent possible trespassers gaining access thereto

3. IF at any time either the Grantor or the Grantees shall
give to the other of them not less than twelve calendar
months notice in writing expiring after the First day of May
One thousand nine hundred and fifty two on the First day of
October in any year of her or their intention to determine
this Deed then upon the expiration of such notice this Deed
and every-thing herein contained shall cease and determine
without prejudice to the remedy of the Grantor in respect
of any breach of the covenants of the Grantees herein
contained including the provisions of clause 2 (d) hereof

I N W I T N E S S whereof the Grantor hath hereunto