

Application No: 11/3903N

Location: White House Farm, HITCHENS LANE, BULKELEY, SY14 8BX

Proposal: Discharge of S106 Agreement in relation to P97/0749 (Demolition of Existing Barn and Erection of Outbuildings Comprising Garage and Stable Block)

Applicant: Mr T Wallace

Expiry Date: 19-Dec-2011

CHESHIRE EAST COUNCIL

SOUTHERN PLANNING COMMITTEE

Date of meeting: 7th December 2011
Report of: Caroline Simpson, Head of Development
Title: 11/3903N – Discharge of Section 106 Agreement in relation to P97/0749 (Demolition of existing barn and erection of outbuildings comprising garage and stable block)
Applicant: Mr T Wallace

1.0 Purpose of Report

- 1.1 To consider discharging the Section 106 Agreement attached to property known as White House Farm, and the adjacent stable/garage block.
- 1.2 The report is being presented to Southern Planning Committee because the original approval for planning application P97/0749 was made by the legacy Crewe and Nantwich Borough Council Planning Committee and required the legal agreement to be attached to the site. The decision was issued on 4th March 1999. This report should be considered in conjunction with Planning Application 11/3123N for the Change of Use of existing stables/garage to a single dwellinghouse.

2.0 Decision Required

- 2.1 To agree to discharge the Section 106 Agreement by deed.

3.0 Background

- 3.1 The application (P97/0749) relates to the demolition of existing barn and erection of outbuilding comprising garage and stable blocks. This building has been constructed and used for some years as an ancillary building to the property known as White House Farm, Hitchens Lane. This development was approved subject to a Section 106 Agreement which stated that (the owner);

'not to cause or permit the building comprising in the development and shown edged red on the Site Plan:

Either

(a) To be used for any purpose which is ancillary to the use of the main dwelling shown edged green on the site plan, other than for those expressly permitted by the permission (ref no. P970749), namely for use as stables, garage, tack room, storeroom or workshop.

Or

(b) To be used as a separate dwelling.'

- 3.2 The applicant had attempted to sell the dwellinghouse and outbuilding as one plot for some 6 years. The site as a whole was and had received only one offer in this time, even though the price had been reduced significantly over the 6 six years. The property was then marketed separately and subsequently sold in October 2010, with only the residential curtilage of the dwellinghouse.
- 3.3 The applicant states that the site as whole had been marketed from June 2004 to November 2010. Initially the property was marketed by Jackson-Stops & Staff between June 2006 to April 2006 with an initial asking price of £1.35 million reduced down to £1.25 million. Between April 2006 to June 2008 the property was marketed on a joint basis between Denton Clarke and MacMillans for £1.25 million reduced to £1.15 million. Between June 2008 and May 2010 the property was marketed by Strutt and Parker initially for £1.15 million. During this period the property was advertised in equine publications including the Racing Post, Horse and Hound and The Farmers Guide. One offer of £910,000 was made at this time but was subsequently withdrawn.
- 3.4 In May 2010 the dwellinghouse (White House Farm) was marketed separately by Minchen Fellows initially for £725,000 reduced to £675,000 and in November 2010 an offer of £550,000 was accepted. Therefore Mr Wallace no longer own White House Farm but is still the owner of the garage/stable block and a large area of land on bother side of Hitchens Lane.
- 3.5 The garage/stable block is currently in a 'non use', although Mr Wallace is residing in a caravan on site the building area not being used. Therefore the applicant is not currently in breach of the Section 106 Agreement. However, should planning application (11/3123N), running alongside this application, for the conversion of Stable/Garage block to single dwellinghouse is approved without removing the legal agreement the applicant will be in breach of the attached legal agreement.

4.0 Proposals

- 4.1 The application has been made by the Mr T Wallace, the land owner of Stable/Garage and adjoining land, but no longer the land owner of the property known as White House Farm (dwellinghouse). The application seeks to formally discharge the Section 106 Agreement attached to White House Farm and adjacent Garage/Stable block as the legal agreement no longer serves any useful purpose.

5.0 Consultations

- 5.1 The Borough Solicitor has been consulted on this application and has raised no objection to discharge the Section 106 agreement if there is policy support for the planning application (11/3123N) and there is no longer a requirement for the Section 106, therefore the original agreement should formally be discharged by deed and any local land charge cancelled.
- 5.2 The Bulkeley and Ridley Parish Council have also been consulted on this application and object to discharging the Section 106 Agreement. The main issues raised in there consultation relate to increased traffic movements on Hitchens Lane and the adjacent A534, and go on to state that if the S106 is removed which links the building with the White House Farm the Parish Council would wish to see a further Section 106 imposed on the site to restrict any further garage/stables being constructed on this land within the ASCV.

6.0 Analysis

- 6.1 This application has been made by the owner of the Stables/Garage block on land adjacent to White House Farm, Hitchens Lane. The applicant had marketed the dwellinghouse and the stable/garage block for sale for some six years (two years of marketing in specific equine related publications, with only one offer made. In 2010 the applicant marketed the dwellinghouse and stables as separate buildings, and the dwelling was subsequently sold as a separate unit, and is now in separate land ownership to the garage/stable building.
- 6.2 As the site is now separately owned from the dwellinghouse the building is not being used for ancillary purposes to the dwellinghouse. As there is policy support (Policy NE.16 Re-use and adaption of a rural building for residential use) for conversion of rural building to a dwellinghouses, subsequently planning application 11/3123N has been recommended for approval. It is therefore considered that given the substantial time the property was marketed for without sale and the current situation with relation to the land owners the legal agreement no longer serves any useful purpose.

7.0 Conclusion

- 7.1 In light of the comments from the legal department and the policy support for the conversion of the outbuilding to a separate dwellinghouse in the rural area, and given the two buildings are now in separate ownership it is not possible for the building to be used for ancillary purposed to the dwellinghouse and therefore the Section 106

agreement no longer serves any useful purpose and should be formally discharged by deed and the land charge removed.

8.0 Recommendation

- 8.1 That the Committee resolve to discharge the Section 106 agreement by deed and the local land charge be cancelled from the site.

9.0 Financial Implications

- 9.1 There are no financial implications.

10.0 Legal Implications

- 10.1 Formally discharge the signed Legal Agreement attached to Planning Application P97/0749 by deed. Subject to approval from Committee the Borough Solicitor will have authority to discharge by deed the s106 Agreement.

11.0 Risk Assessment

- 11.1 There are no risks associated with this decision.

For further information:

Portfolio Holder: Councillor Rachel Bailey
Officer: Gemma Broadbent - Planning Officer
Tel No: 01270 537040
Email: gemma.broadbent@cheshireeast.gov.uk

Background Documents:

- *Application P97/0749*



