

# **Report to District Development Control Committee**



**Epping Forest  
District Council**

**Date of meeting: 2 March 2009**

**Subject:** North Weald Redoubt (part of former Radio Station)  
North Weald Bassett –Request for Repayment of  
outstanding Section 106 monies

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## **Recommendation(s):**

- (1) To note that negotiations have taken place with the Peer Group regarding the future of The Redoubt on the basis of the following options:**
  - (a) utilising £20,000 of Section 106 funds to develop a management plan for the site;**
  - (b) returning £30,000 of section 106 agreement funds to Peer Group;**
- (2) To note that the Peer Group favour option 1(b) above;**
- (3) That the outstanding Section 106 sum of £30,000 be returned to the Peer Group; and**
- (4) That the company be reminded of its responsibilities for the security of, safety and maintenance of the Redoubt under the Section 106 Agreement.**

## **Report Detail**

### **Background**

1. At the meeting of 28<sup>th</sup> July 1998, Council granted permission for the redevelopment of the former radio station at North Weald Bassett. A Section 106 Agreement was signed including, inter alia, the payment of £100,000 to this Council. This sum was to be split as follows: (a) £30,000 to be used for the future management and maintenance of the Essex Redoubt (a Scheduled Monument) in accordance with a management strategy that the Council was previously to have approved; and (b) £70,000 for the laying out and future maintenance of a pocket park and car park.
2. The sum in (b) was transferred to North Weald Parish Council, and the pocket park has been established. The remaining money has been set aside by the Parish Council for future maintenance of this and of the car park adjacent to the village hall.
3. The money in (a) for the Redoubt has been retained by this Council. If an option in the Section 106 Agreement to transfer the land to the Council had been exercised, then the contribution was to be used by the Council to maintain the Redoubt as per the agreed strategy. Alternatively, if the option was not exercised, as

is the case, the owner of the Redoubt remains subject to the maintenance and security provisions set out in the Agreement.

4. Site meetings and other discussions with the Peer Group and English Heritage have been held over the years to try and identify the best way to use the money in the longer-term interests of the Redoubt. There has been general agreement that a management plan is needed, but there has never been agreement about how this should be paid for. Council officers took the view that the preparation of such a plan did not fall within the definition in (a) above of how the money could be spent. The owners of the Redoubt (either the Peer Group or the closely related company Gramblen Properties) have always been reluctant to pay solely for the preparation of a management plan.

### **Essex Redoubt**

5. The Redoubt was built in the late 19<sup>th</sup> century, intended as part of a defensive ring around north-east London. Its main uses were as a store and for mustering troops. It has been disused for many years so much of the building fabric is in a very poor state of repair. It is included on English Heritage's "Buildings at Risk" Register with a Priority "D" rating (which means "slow decay; solution agreed but not yet implemented"), where "A" lists those buildings at the greatest risk and "F" includes those where repair schemes are in progress. Inclusion on the Register implies no criticism of the owners of the buildings and monuments, but it is intended to focus attention on neglected historic structures. English Heritage has only very limited resources to offer financial encouragement – it was able to provide only 1.3% of the estimated total conservation need in 2006.

6. While there is no formal public access to the Redoubt site, there is inevitably some unofficial entry and vandalism, because of the relative remoteness of the area. Given the state of at least some of the buildings, there are potentially significant health and safety implications about unauthorised access. The cost of repairs to buildings and the site generally, to enable the area to be used safely for controlled educational or recreational purposes would be huge. Discussions with the Peer Group indicated that any management plan would need to include estimates or proposals for "enabling development" to raise sufficient funds to pay for the repairs. It is more than likely that this would mean residential development on other land holdings of the Peer Group in the Green Belt.

7. English Heritage is very keen to see a start made on maintaining and managing the monument, but is unable itself to provide any funding for this project, as explained above.

### **Use of Section 106 monies**

8. Following a number of meetings with English Heritage and the Peer Group in late 2007 and 2008, officers prepared a report for District Development Control Committee for the meeting of 5<sup>th</sup> February 2008. Specialist consultants had quoted a figure of £40,000 to prepare a Conservation Management Plan for the Redoubt. The report proposed that £20,000 of the Section 106 monies should be used for this, provided it was matched by a similar sum from the Peer Group.

9. The Committee concluded that, rather than spending part of the retained sum on the preparation of such a plan, it would be better spent on enhancements to the site, and that officers should consider how the Management Plan might be prepared without recourse to the retained monies. Officers were asked to report to a future

meeting with further proposals. It was intended that a Members' site visit be arranged, involving also the owners and English Heritage. This fell through because the local government election "purdah" period intervened. Shortly after this, the Assistant Director of Planning, who specialised in heritage conservation, left the authority. While a replacement Conservation Officer is now in post, this appointment is very recent.

### **Request for return of the outstanding monies**

10. The Peer Group wrote to the Chief Executive in September last year, asking for the return of the retained monies so that it could be spent on the management and maintenance of the Redoubt. Officers have tried to reach agreement about a site visit by Members, but the Peer Group has rejected this approach.

### **Conclusion**

11. Whilst there is no specific clause in the Agreement in respect of repayment of the contribution, the Council can only spend the money on the specific purpose for which it was given. As the Council has not taken up the option of ownership, it has no direct responsibility for the Redoubt, and is not in a position to spend the contribution. As stated under the terms of the Agreement, the security and management of the monument remain with the owner and should be carried out to the reasonable satisfaction of the Council. There is therefore some measure of control in respect to future maintenance and management.

12. Contributions made under Section 106 Agreements are usually required in order to offset damage to be caused by a proposal or to provide a specific facility or infrastructure improvement required as a direct consequence of the development. Accordingly, if the permission is implemented and the contribution is not spent within a reasonable time frame (usually considered to be within 5 to 10 years) then a reasonable case can be made that the contribution was not in fact necessary. The redevelopment of the radio station site was a more complex proposal than normal as it involved the removal of widely spread prominent and derelict buildings in the Green Belt, the development of housing in the Green Belt of equivalent floorspace, the change of use of land from agriculture to golf course, and the possibility of returning a Scheduled Monument to reasonable public use.

13. Since in this case the Council cannot spend the contribution itself, and the owner retains the maintenance and security responsibilities, it would be unreasonable for the Council to simply sit on the money. Arguably the owner could apply for the planning obligation to be discharged under the provisions of S106A, but it appears more straightforward for the Council to return the contribution, given the period of time which has elapsed since the original permission was granted.

14. Consideration was given to requesting a joint site visit with the owners as was discussed at Committee last February, but the Peer Group seems to be adamant on pursuing a management and maintenance scheme on the back of the returned contribution, rather than seeking the continued involvement of the Council. A further approach was made to the company and it is clear that the latter's preferred course is to have return of £30,000 held by the Council. It is recommended that this should be approved and refund made subject to reminding the Company about its responsibilities for security and safety under the Section 106 Agreement.