

Supplementary Committee Agenda



**Epping Forest
District Council**

Area Planning Subcommittee East Wednesday, 9th May, 2012

Place: Council Chamber, Civic Offices, High Street, Epping

Time: 7.30 pm

Democratic Services: Mark Jenkins - The Office of the Chief Executive
Email: democraticservices@eppingforestdc.gov.uk Tel:
01992 564607

7. DEVELOPMENT CONTROL (Pages 3 - 18)

(Director of Planning and Economic Development) To consider the additional information regarding Development Control Item 2 EPF/2543/11 Nine Ashes Farm, Rookery Road, High Ongar.

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Agenda Item 7

Mr and Mrs Harding
Nine Ashes Farm
Rookery Road
CM4 0LD

5th May 2012

Nine Ashes Farm proposal of the 8 house scheme

To Katie Smith, Chairman and Committee members of Epping Forest District Council.

I am writing to you all with this letter to try to prove to you that the economics of the site are NOT particularly viable for the eight house scheme we are proposing and that is why we have offered only a small contribution to offset any affordable housing contributions which incidentally is not being asked for.

I am doing this in response to Katie Smith's report last week on Nine Ashes Farm and I should have addressed this earlier of which I can only apologise.

I always knew that this 8 houses scheme was never going to be very profitable as we originally did some costing for a ten houses scheme and that did have some scope for a much higher contribution and that I should have put forward. However this has the same infrastructure costs (road, electric, sewage) all of which have never been present at the site and are therefore a huge cost factor now with two less houses to sell.

I have asked Anderson Construction of the Anderson Group in Chelmsford to give me a total build price based on the drawings that are being submitted here.

I have again also asked John Sears a local and trusted estate agent, to give me his valuation opinion for the sales of the houses at Nine Ashes and again based on the drawings being presented here.

Finally I enclose all my costs made up of the purchased land value costs, architect fees and all specialist report costing and bank charges I have incurred to date.

In addition I have enclose the bank borrowing costs and additionally to that, I have had to cost in extra funding from another source to make up for the shortfall from the main lender, as NatWest will only lend to a maximum of 60% of the total build cost.

I have to personally offset this amount somehow against my own security to also fund this.

Finally I have offered a £20,000 (twenty Thousand Pound) contribution, based on £2,000 per house and an additional £4,000 for the foot path to connect to the bus stop just past the site, as a gesture of good faith.

The profit margin is only 7.3% well under the 15% industry normal level to be expected from a build of this kind.

Farm 8 house scheme Nine Ashes Farm Rookery Road CM4 0LD	sq ft	No units	sales Price	Total sqft	Sub Total
3 bed 2bath semi detached house	1241.72	8		9,934	
Build costs					1,923,000
Sales of 8 houses Agents fee					64,000
Legal of 8 houses (SDTL stamp duty)					64,000
Banks loan costs on money todate for 3 years					60,000
Costs to date for Land purchase, planning and to borrow money from bank					463,100
Epping Forest section 106 Unilateral Undertaking financial contribution					20,000
Total costs of build					2,594,100
8 houses sold at £350,000 by John Sears		8	350,000		2,800,000
Profit to build 8 houses					205,900
Profit as a percentage					7.30%



Our ref: CR/TF/13014

8th May 2012

Stuart Harding
Nine Ashes Farm
Rookery Road
Ingatestone
Essex
CM4 0LD

Dear Stuart,

NINE ASHES FARM – DESIGN AND BUILD PROPOSAL

Further to our recent meeting we are pleased to provide confirmation of our build cost for the re-development of the Nine Ashes Farm site. We will provide a complete design and build service for the construction of 8 no. semi-detached dwellings based on the proposed site layout drawing number ETW-10 rev F. We will undertake demolition and site clearance, procure fully approved design, undertake the construction of eight dwellings and the provision of all associated highways, drainage and services infrastructure for which our build cost is £1,923,000.

The site is in a rural location and as discussed this presents limited opportunity to benefit from the existing infrastructure, and as a consequence we have had to make additional allowances within our build cost in order to ensure the dwellings are provided with the necessary drainage and mains services.

Drainage

The site does not benefit from mains drainage connections and there are no public sewers within the vicinity of the site. In order to provide building regulation compliant foul and storm water solutions we will install the following:

Foul Drainage – an underground Packaged Sewerage Treatment Unit will be installed to each dwelling to allow sewerage to be effectively controlled by each individual dwelling.

Continued.....

Telephone 01245 399 940
Fax 01245 399 950

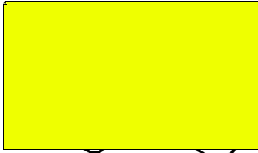
Anderson Group Services Limited
Springfield Lodge, Colchester Road,
Springfield, Chelmsford, Essex
CM2 5PW

Storm Drainage – our initial investigations indicate that there is limited soils permeability, so we would have to provide maximum coverage of soakaways and swales across the site in order to provide a robust storm water management strategy that would cater for a 1 in 100 year storm event.

Services

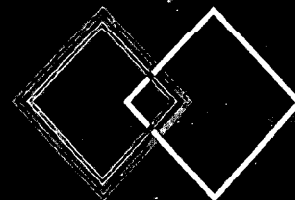
There is limited capacity and availability for mains services to serve eight new dwellings. We have made provision for the installation of upgraded mains services to serve the development, and for the provision of alternative fuel methods in the complete absence of a gas service within the area.

Yours Sincerely,
For ANDERSON GROUP



CRAIG ROUGHT
DEVELOPMENT MANAGER

John Sear Estate Agents



1 May, 2012

Mr & Mrs S Harding
Nine Ashes Farm
Rookery Road
Ingatestone
Essex
CM4 0LD

Dear Mr & Mrs Harding

Re: Proposed development at Nine Ashes Farm, Rookery Road, Ingatestone, Essex

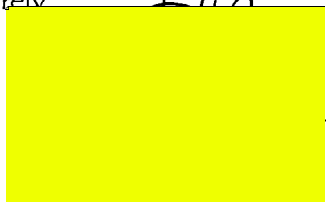
Thank you for giving us the opportunity of providing you with a current market appraisal of the above properties.

In my opinion, the value of these properties would be £350,000 (Three hundred and fifty thousand pounds). In arriving at this figure we have taken into consideration the current market conditions and taking comparisons of similar properties currently for sale and those sold in recent months.

I trust this information fulfils your needs, if however I can be of further assistance please do not hesitate to contact me.

Yours sincerely

John Sear
ANAEA



NB. This appraisal has been given without obligation and no liability can be accepted for matters arising directly or indirectly from this information. No structural survey has been carried out and no enquiries made regarding planning proposals which might affect the property.

Nine Ashes Road
Blackmore
Ingatstone
Essex CM4 0QR
Tel: 01277 821528
Fax: 01277 821394
Headteacher Mrs K. Gibbons.



01/05/12

Dear Ms Smith,

I am writing to you in reference to the proposal on Nine Ashes Road, Rookery Road, High Ongar, Ingatstone, Essex for a change of use from agricultural to use for residential purposes and the construction of houses.

As the Headteacher of Blackmore Primary School which is less than a mile from this site, I am fully in support of this application. I had strongly opposed the previous plans for an industrial site as this would have had detrimental effects on the school and I had major concerns about the health and safety of my pupils and families. However, the residential proposal for 8 semi-detached three bedroom houses, is not only more satisfactory in terms of the Health and Safety of the school children and the villagers, but it could have a very positive outcome for the school, in terms of an increase in numbers on roll.

By approving this planning application for 8 houses, it gives us the chance to welcome new families to the school and to Blackmore Community. We currently have spaces in nearly all of our year levels, so this proposal, if approved, could have an overwhelming benefit to the whole school community.

Unfortunately I am unable to attend the meeting at the Civic Offices on Wednesday, 9th May, as I have a School Governors meeting at school, but I fully support this application and are behind all of the residents and the owner of the property, Stuart Harding, who will be present at the meeting.

Please contact me if you would like to discuss this matter further.


Yours sincerely,

Mrs Karen Gibbons
Headteacher
Blackmore Primary School



Be the best you can be

 admin@blackmore.essex.sch.uk

 www.blackmore.essex.sch.uk

SECTION 106 UNILATERAL UNDERTAKING – FINANCIAL CONTRIBUTION (with or without other PLANNING OBLIGATIONS)

DATE OF UNDERTAKING :

6th May 2012

Property (address with postcode) :

Nine Ashes Farm, Rookery Road, Ingatstone CM4 0LD

which is comprised in **Title Number EX294144** at the Land Registry

Planning Application Number :

EPF/2543/11

Applicant :

Stuart Simon Harding and Michelle Harding of Nine Ashes Farm aforesaid

Development : Change of use from agricultural to use for residential (Use Class C3a) and for the construction of eight semi-detached three-bedroom houses with demolition of existing redundant buildings on the site.

This UNILATERAL UNDERTAKING pursuant to section 106 of the Town and Country Planning Act 1990 (as amended) is given by:

1. We, **Stuart Simon Harding and Michelle Harding** who are referred to jointly and severally as '**the Owner**'

TO

EPPING FOREST DISTRICT COUNCIL of Council Offices, High Street, Epping, Essex ('**the Council**').

WHEREAS

- (1) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 for the area within which the **Property** is situated and by which the obligations contained in this Undertaking are enforceable
- (2) The Undertaking is a planning obligation under section 106 of the Town and Country Planning Act 1990 (as amended) which is binding on the **Property**
- (3) This Undertaking makes provision for the payment of planning contributions to ensure that the **Development** makes an appropriate and reasonable contribution to the costs of provision of a commuted sum towards off-site Affordable Housing Contribution as set out below in

accordance with the **Planning Contributions Supplementary Planning Document (SPD)** adopted by the Council together with a provision for highway works as particularised herein

- (4) **There is ONE Schedule attached to this Undertaking**
- (5) **The Applicant** has applied to the **Council** by the **Planning Application** which has been given the **Planning Application number** for a grant of planning permission for the carrying out of the **Development** on the **Application Site** which comprises or includes the **Property**
- (6) **The Council** is satisfied that planning permission should not be granted in respect of the **Development** comprised in the **Planning Application** without payment of the **Contribution** and compliance with the other **Planning Obligations** set out in this **Undertaking**

WITNESS as follows:

1. DEFINITIONS

1.1 Terms and expressions which are defined in this **Undertaking** are highlighted in bold type and have the meaning set out above or as follows:

1.2 The **Application Site** is the land comprised in the **Planning Application** shown for identification purposes edged red on the plan annexed hereto.

1.3 The **Contributions** (reference to which include the whole or such part thereof as is due upon the relevant **Due Date**) is required as mentioned in recitals (3) above comprising a commuted sum towards off-site Affordable Housing and Highway Works.

The total **Contribution** due for payment under **This Undertaking** is **£20,000** comprising :

1. a payment by way of commuted sum towards off-site Affordable Housing Contribution of £16,000
2. a contribution of £4,000 towards the provision of a footpath within the highway maintainable at public expense at Rookery Road adjoining the Property

PROVIDED THAT :

The **Contribution** will be increased (or where appropriate decreased) by the appropriate indexation percentage (which will be advised upon payment where this is appropriate) which save where otherwise specified is the same proportion as the increase in the PUBSEC Tender Price Index of Public Sector Building Non-Housing Indices between the index figures for April 2008 and the **Due Date** for

payment.

1.4 "**The Act**" means the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991 and includes the Planning and Compulsory Purchase Act 2004 and the Planning Act 2008 and any amendment or public general Act having effect in modification or substitution thereof.

1.5 "**Affordable Housing**" means residential accommodation provided by an approved registered social landlord or another body with subsidy to ensure that rent/prices are genuinely affordable to local persons in the district of Epping Forest including tenants in Council or Housing Association accommodation and those on waiting lists for such accommodation and whose income is too low to enable them to meet their housing needs in the open market.

1.6 "**The Council**" means Epping Forest District Council or other local planning authority which is able to enforce **This Undertaking**.

1.7 The term '**Commence the Development**' means commence **The Development** by carrying out of a material operation as defined in section 56(4) of the Act or (if none) the date of the material change of use authorised by the **Planning Permission** and the terms '**Commencement**' and '**Commenced**' shall be construed accordingly. Provided always for the purposes of this Unilateral Undertaking a material operation shall not include demolition, site survey, investigation, preparation, remediation, the laying out of services, or the erection of fences or hoardings.

1.8 The term "**Occupation**" (if used) means the occupation of any part of the Development (or of the part so specified where applicable) for the purpose of the **Planning Permission** other than by workmen in carrying out **the Development**.

1.9 The "**Due Date**" is the date on which a person shall **Commence the Development** or (where appropriate) such other date as is specified in **the Schedule**.

1.10 "**Planning Contributions SPD**" means the current published document in that behalf adopted by **The Council** as part of its statutory Local Development Framework in accordance with **The Act** and any statutory provision having effect in substitution thereof.

1.11 "**Planning Obligation**" includes the payment of a sum of money and any other matter which may be secured by way of covenant from **the Owner** pursuant to section 106 of **The Act** (or any provision to like effect in substitution for or amendment thereof).

1.12 "**Planning Permission**" means a grant of planning permission in respect of the Planning Application given the **Planning Application Number** by the local planning authority only.

1.13 "**Threshold Date**" means the date or time specified (if any) for compliance with a Planning Obligation specified in **the Schedule** or for the payment of such part of the **Contribution** as is specified in **the Schedule**.

1.14 "**This Undertaking**" means this document including **the Schedule**.

1.15 Words imparting (i) the singular shall be construed as imparting the plural and vice versa and (ii) one gender shall be construed as imparting another gender.

1.16 The expression '**The Owner(s)**' shall include successors in title and assigns (or otherwise deriving a legal interest in the **Application Site**) as shall any reference to any person company trust body or association save as provided for at 2.4.

1.17 Any reference to a statute (whether specifically named or not) shall include any amendment or re-enactment of such statute for the time being in force and all instruments thereunder.

2. LEGAL EFFECT

- 2.1 The Owner acknowledges that the obligations in **This Undertaking** are **Planning Obligations** and are enforceable by The Council in accordance with the provisions of section 106(3) of **The Act** against The Owner and his successors in title and persons deriving title under them and shall bind the interests held by those persons in the Application Site.

This Undertaking includes the provisions of **the Schedule**.

- 2.2 **This Undertaking** shall only come into effect upon the grant of the **Planning Permission** by the Council. For the avoidance of doubt in the event of any amendment or substitution having the effect of a new grant of planning permission by the Council the **Owner** may prior to the grant of such planning permission be required to enter into a new undertaking in the same or amended terms in respect thereof.
- 2.3 The liability of **The Owner** (where more than one person) is joint and several which means that the Council can recover the whole of a payment or enforce the **Planning Obligations** against any of the named persons or a successor in title (subject to clause 2.4 post).

- 2.4 This Deed shall not be enforceable against owner-occupiers or tenants of the houses or apartments constructed pursuant to the **Planning Permission** nor against those deriving title from them.
- 2.5 **This Undertaking** is a Local Land Charge and shall be registered as such.

3. OWNER'S OBLIGATIONS

- 3.1. **The Owner** undertakes not to **Commence the Development** or cause or permit **Commencement** until it has paid the **Contribution** to the Council SAVE where the **Due Date** for the payment of a part of the **Contribution** is specified in **the Schedule** to be a later date. **The Owner** shall not cause or permit any part **the Development** to be undertaken or occupied on or after the specified **Threshold Date** without such part of the **Contribution** being paid to **The Council**.
- 3.2. The date of **Commencement** shall be specified in a written notice from **The Owner** to **The Council** received within 3 days from **Commencement** or in default which shall be determined by **The Council's** Director of Sustainable Communities (the date notified or specified being conclusive in the absence of manifest error). A notice shall be served by the Owner or determined in the same manner specifying any **Threshold Date**.
- 3.3. **The Owner** covenants to comply with the obligations in **the Schedule**, where applicable.
- 3.4. **The Owner** agrees to pay the **Contribution** as provided for herein on or before the **Due Date** above in the amount and for the purpose set out in **this Undertaking** and **the Planning Contributions SPD** and acknowledges that it will be liable to pay interest at 4% above the Bank of England Base Rate from the **Due Date** on any part of the **Contribution** (or other sum) not paid on or before the **Due Date** until the relevant outstanding amount is paid in full.
- 3.5. **The Owner** shall not carry out any further part of the **Development** whilst any of the **Contribution** has become due for payment and has not been paid and acknowledges that a breach of Clause 3.3 or this clause 3.6 may lead to enforcement action by **The Council**.
- 3.6. The person making the payment shall be entitled upon a request in that behalf at the appropriate time to the repayment of any unexpended part of the **Contribution** (with any accrued interest) which shall not have been spent for the specified purpose at the expiration of ten years from

the date of payment (or such other date as shall be specified in **the Schedule**).

- 3.7. **The Owner** shall not be personally bound by this Undertaking after they shall have parted with the whole of their interest in **the Application Site** (save in respect of any earlier breach) but this Undertaking shall be binding upon any owner of **the Application Site** for the time being.

4. **MISCELLANEOUS**

- 4.1 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 4.2 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Head of Development and Building Control and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 4.3 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 4.4 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 4.5 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 4.6 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

4.7 For the avoidance of doubt in the event of any liability arising in connection with the Development pursuant to the Community Infrastructure Levy then the Contribution shall be reduced by such liability.

IN WITNESS to the above the Owner has executed and delivered this document as a Deed.

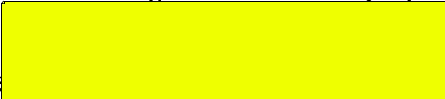
SCHEDULE

The Due Date for the payment of the following elements of the Contributions is as follows:

[As to the element for commuted sum for the provision of off-site Affordable Housing £16,000.]

[The completion of the fourth house authorised by the Planning Permission.]

SIGNED AS A DEED
by the said STUART SIMON HARDING
in the presence of:-


W Signature: 
I
T Name: SIMON THOMAS
N Address: TABLEHURST MANOR
E Address: LONDON ROAD
S Occupation: FOREST ROW
S Occupation: EAST SUSSEX RH185DP.
Stock Broker.

7

HRP SW
4/5/12

SIGNED AS A DEED
by the said MICHELLE HARDING
in the presence of:-

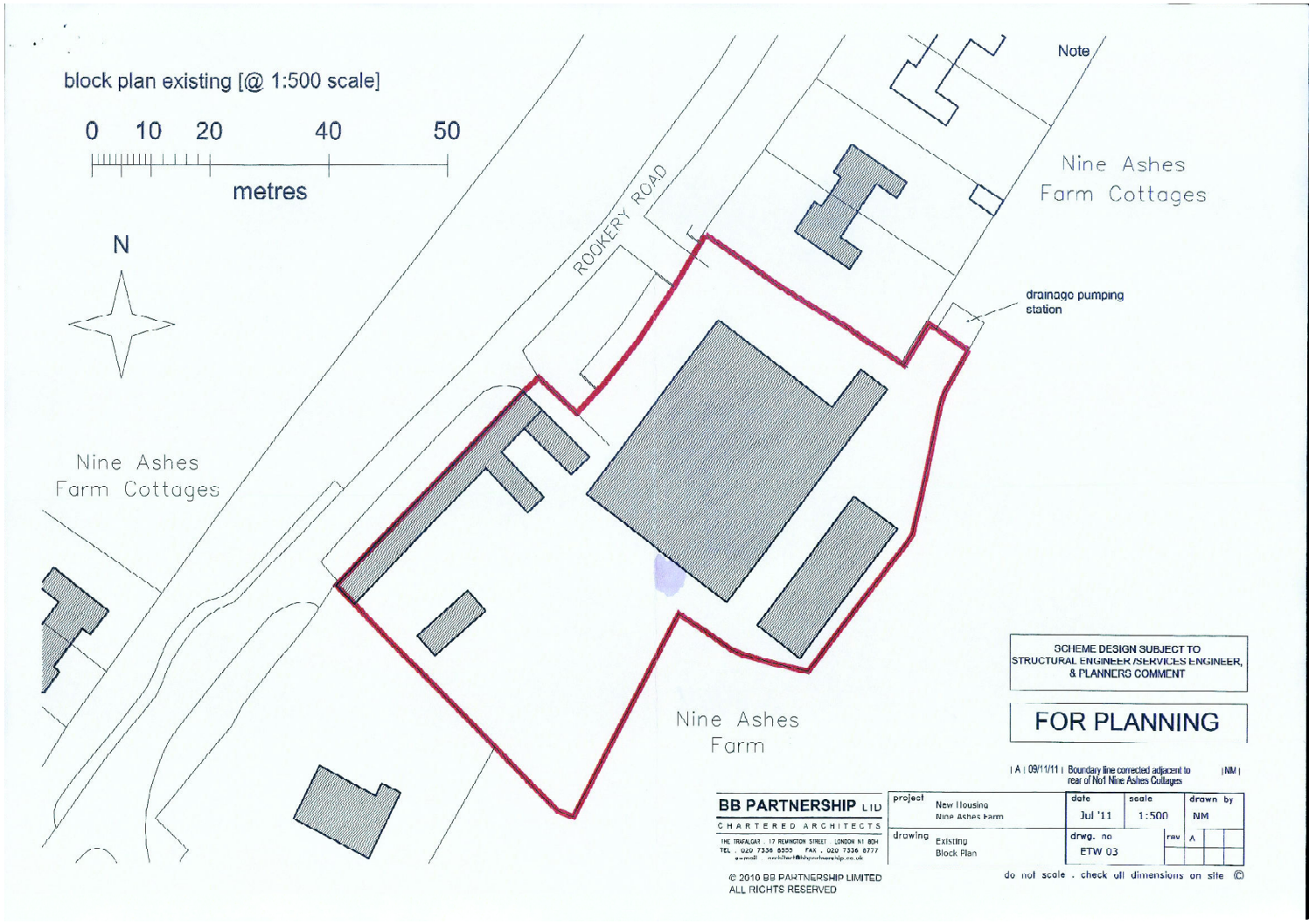
W
I
T
N
E
S
S

Signature: 

Name: SIMON THOMAS
TABLERHURST MANOR

Address: LONDON ROAD
FOLKESTON ROW
EAST SUSSEX RH18 5DP.

Occupation:
- STOCK BROKER



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