VARIATION OF SECTION 52 AGREEMENT AT SEAT FARM, HOWTOWN

1 SUMMARY

1.1 The proposal is to modify an existing Section 52 Agreement, by the removal of clause 3.c of the Agreement. This clause restricts the disposal of the holiday cottage or any of the other farm assets separately from the farm unit. The cottage in question would still be only used for holiday purposes (clause 3.a), will only be available for short-term holiday lettings (clause 3.b) and they will still be required to provide evidence that the agreement is being complied with (clause 3.d).

Recommendation that: a Clause 3.c be deleted from the Section 52 Agreement

2 BACKGROUND

2.1 A request has been received from the owner of the site to modify the Section 52 Agreement applicable to this site. Seat Farm is no longer a working farm and has not been for many years. Clause 3.c of the Agreement effectively means that none of the assets on the unit can be sold away separately. The value of the combined assets of the farmhouse, a cottage, this holiday cottage, the caravan park, the farmland and the Lakeshore would put it well beyond many people’s means and would limit the number of potential buyers. More detail has been included in Annex A attached.

3 POLICY CONTEXT

3.1 The policy context for this proposed amendment has been covered in full in the attached report – see Annex A attached.

4 PROPOSALS

4.1 The proposals have been explained in full in the attached report - see Annex A attached

6 BEST VALUE IMPLICATIONS

6.1 There are no Best Value implications.

7 FINANCE CONSIDERATIONS

7.1 There are no finance considerations associated with this proposal as the applicant would bear all the legal costs for modifying the Agreement.

8 RISK

8.1 There are no risks associated with this proposal.

9 LEGAL CONSIDERATIONS

9.1 The legal considerations associated with this proposal have been covered in the attached report – see Annex A attached.
10  HUMAN RESOURCES

10.1 There are no staffing implications associated with this proposal.

11  DIVERSITY IMPLICATIONS

11.1 There are no diversity implications arising from this proposal.

12  SUSTAINABILITY

12.1 There are not any significant environmental, economic or social effects as a result of this proposal, other than those assessed in Annex A.

Background Papers
- Planning application number 7/1982/3072
- Cumbria and Lake District Joint Structure Plan 2001-2016
- Lake District National Park Local Plan
- PPS7 (Sustainable development in rural areas)

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Date Written  20 November 2008
ANNEX 1: SEAT FARM, HOWTOWN

1 BACKGROUND & PROPOSAL

1.1 Seat Farm lies to the south-west of Pooley Bridge, on the southern side of Ullswater. It is located to the south of the road opposite to the entrance to Ullswater Yacht Club.

1.2 In 1982 planning permission (Ref: 7/1982/3072) was granted for the conversion of a barn to a dwelling on the farm. This planning permission was subject to a Section 52 Agreement which restricted the use of the accommodation to holiday use only. This permission has been implemented.

1.3 The relevant section of the Agreement required the following:
   3.a) that no person, group of persons or family shall occupy the accommodation for a period or periods exceeding four weeks in total in any six month period calculated from the first day of occupation.
   3.b) that the accommodation shall be available for short-term holiday lettings only.
   3.c) that no legal estate or interest in the building coloured blue on the plan shall be created or disposed of separately from that of the farming enterprise known as Seat Farm and shown edged red on the said plan.

1.4 The owners of the farm, via their planning agent, have now requested that clause 3.c) of the Agreement (as quoted above) be removed as it is no longer relevant to the situation on the site. They are happy for this holiday unit to remain in holiday use and to continue to be constrained by items 3.a) and b).

1.5 The current situation is that Seat Farm is no longer farmed and has not been for many years and that the land is rented out on grazing licences. Seat farm includes the farmhouse and another dwelling house, as well as a caravan park and lakeshore access. The Agreement in practice means that all the assets have to remain as one unit and they cannot be sold away separately.

1.6 By removing clause 3.c) this would allow some of the farm land to be sold to neighbouring farmers who would be interested in it and some of whom currently have the grazing licences, and also to sell off other parts of the property to allow the current occupiers the ability to move on which is currently not there. The value of the combined assets including the farmhouse, the other cottage, this farm tourism cottage and existing caravan park, the farmland and the lakeshore, would put it well beyond the means of most farmers and there is thus no prospect of it being able to be farmed as an independent unit. In terms of the land, the area is limited and is actually less than 70 acres in total.

1.7 Committee authorization is therefore sought to amend the existing Agreement by deleting clause 3.c). This will mean that other assets of the farm may be disposed of separately, but that the cottage will remain in holiday use.

2 POLICY

2.1 In looking at an amendment to this Agreement consideration needs to be given to the range of policies which would have been relevant to a decision on the determination of such a proposal and it is therefore necessary to identify them and establish a policy context for the decision. In this case the most relevant development plan policies are:-
Cumbria and Lake District Joint Structure Plan 2001-2016:
- EM16 (Tourism)
- H20 (Housing in the LDNP)

Lake District National Park Local Plan:
- NE1 (Development in the open countryside)
- H5 (Housing in the open countryside)

2.2 PPS7 (Sustainable development in rural areas) provides national guidance on housing development in the open countryside.

3 REPRESENTATIONS

3.1 As this is not a planning application, but a request to vary the Section 52 Agreement, there has been no consultation or publicity and therefore no representations have been received.

4 ASSESSMENT

4.1 In the particular circumstances of this case I am persuaded that there are sound reasons (as set out above) for agreeing to modify the original Agreement. There have been significant changes in upland agriculture in the 26 years since this agreement was entered into. At the time it would have been envisaged that a holiday letting cottage would help to sustain the agricultural enterprise. However, now there must be real doubt about the ability of a 70 acre holding to survive economically and it is interesting to note that the land is let out to surrounding farms. It would appear that if the tie (Clause 3.c) to this holding were lifted the land would be disposed of with the likelihood that parcels would be acquired by neighbouring farms, helping to secure their viability.

4.2 This is a location where planning permission would not currently be granted for a house. I do not consider this to be a missed opportunity for affordable housing, due to its remote location. With the modified restriction the accommodation would continue to be available for holiday letting as it is at present, which does not raise any planning concerns.

5 RECOMMENDATION

5.1 To approve the variation of the original Section 52 Agreement by the deletion of clause 3.c).