

2nd April 2017

Memo

To: N Head Esq

c.c. S Reading Esq-Collier Reading

From: NA Gould-Long Sutton House

**Planning Application: 15/05090/FUL
Proposal :**

Change of use of agricultural storage barns to domestic storage and workshop for Long Sutton House. Change of use of barn to holiday/ancillary cottage. Change of use of root cellar to Laundry, domestic store, home office and holiday/ancillary cottage with basement. Erection of 2 no. holiday let/ancillary cottages. Change of use of barn to holiday let/ancillary cottage with store and potting shed. Change of use of agricultural land to domestic use. (Part retrospective application) (GR 346561125675)
Land OS 5560 Crouds Lane, Long Sutton.
Long Sutton
Cllr G Tucker

**Site Address:
Parish:
TURN HILL Ward
(SSDC Member)**

**Applicant:
Agent:**

NA Gould Esq
Collier Reading

Application Type:

Minor Dwellings 1-9 site less than 1ha

Introduction:

The purpose of this short report is to identify why the applicant is unable to meet all the obligations of the draft conditions relating to the application, namely:-

S.106 AGREEMENT

The applicant has agreed to the signing of a S106 Agreement to ensure the non-fragmentation of the planning unit. This is considered necessary to ensure that the development retains its relevance to the overall property (which includes Long Sutton House) and operates within the context of the submitted business plan, which has justified the proposal.

a) The prior completion of a section 106 agreement (in a form acceptable to the Council's solicitor(s)) before the decision notice granting planning permission is issued to ensure that no part of the land edged blue on the submitted plan ref. P5427/001E is sold separately from the remainder of that land;

Background:

The applicant has sought to implement the section 106 agreement and has paid the legal costs of the Council. Delays have been caused by trying to find a workable solution with the applicants funders. The issue being that the section 106 agreement weakens the position of the lending / funding institutions. Possible alternative suggested wordings of the legal agreement were suggested to the Council but proved unsuccessful.

Considerations:

The applicant and officer originally agreed the non-fragmentation arrangements. The applicant supported this and paid the legal costs of the Council// Consideration has not been given to the likely impact on funding arrangements.

The issue being that the non-fragmentation elements prevents the following: -

Obtaining funding / lending for the project

Prevents the creation of operating leases to management companies / trading entities.

The link to Long Sutton House, its gardens and its overall relevance is important. However, this can be satisfactorily overcome with the creation of appropriate licences and other commercial arrangements which will allow the House, gardens, and other facilities to be utilised by the Tourism based units and associated business.

Viability of the Business and overall Business Plan:

The applicant intends to progress the Tourism Business and connect other rural businesses to the overall business plan. The applicant is already making substantial investment into the rural economy within South Somerset and continues to create local employment.

Comparable:

Little Upton Bridge Farm has had a series of consents for holiday/tourism accommodation and there has been no non-fragmentation clauses or section 106 agreements imposed. The applicant of Little Upton Bridge Farm stated that to the Parish Council, that this has to be the case in order to obtain funding. Therefore, the proposals for this amendment in terms of Long Sutton House is realistic and is a commercial decision to assist the viability of the business.

Summary:

To allow the scheme to progress and contribute to the rural economy, it is asked that the application is reviewed and that the requirement for the S106 non-fragmentation clause is removed.

NA Gould