

## **Objection to 25/03489/S106A**

Shilbottle Parish Council formally registers its objection to the request made by a co-signatory of the S106 agreement, The Northumberland Estates, to retrospectively amend the designation of the land from Public Open Space to that of an Allotment. This change has already been implemented by the owner of No 1 Farriers Rise with the approval of The Northumberland Estates who are now requesting retrospective change in use of the land after the fact. The land in question is located adjacent to No. 1 Farriers Rise, Shilbottle, and includes a landmark of historic significance designated as a Grade II listed building (reference number 1041727).

The Parish Council believes that such a change undermines the original intent of the S106 agreement signed in good faith by all parties in 2002. This disregards the importance of preserving both the Public Open Space and the listed building for the broader community of Shilbottle and the general Public.

We urge the relevant members of the Planning Committee to consider this objection seriously and ultimately reject the proposal for the benefit of the whole community of Shilbottle, while taking account of the failure of Northumberland County Council to fulfil their legal obligations under "The Northumberland (Structural Change) Order 2008, SI 2008 No.494" which has ultimately brought this situation about.

### **Background**

The original 2002 S106 agreement (A/2001/0096) was signed by eleven signatories in total including Alnwick District Council (now represented by Northumberland County Council), Shilbottle Parish Council, His Grace The Duke of Northumberland (now represented by his Grace's agent The Northumberland Estates), et alii, as stakeholders to the Farriers Rise Development.

Section 3.2 of the 106 agreement states:

*"on completion of the landscaping scheme as described in the Planning Permission for the Development (such completion being to the reasonable satisfaction of the Council) and the completion of the two year maintenance period as specified in Condition No. 5 in the Planning Permission they will pay or procure the payment to*

*the Council of the sum of fifteen thousand pounds (£15,000) as a commuted sum for the future maintenance of the open space to be created within the Development and which open space is shown coloured green on the Plan ("the Open Space")"*

The section around the Pant (Grade II listed structure) is defined within the “coloured green” area as a Public Open Space adjacent to No1 Farriers Rise.

Alnwick District Council complied with this obligation until its successor, Northumberland County Council who inherited “the functions, property, rights and liabilities of” Alnwick District Council on 01st April 2009 under the transition detailed within SI 2008 No.494 failed to continue with its maintenance.

Following the dissolution of Alnwick District Council in 2009, up to that point, the land had been regularly maintained by Alnwick District Council, with grass cutting and general upkeep conducted in accordance with the S106 Agreement.

After the land was transferred to NCC in April 2009, Shilbottle Parish Council made several attempts to advocate for the continued maintenance of this Public Open Space (POS). Unfortunately, these efforts were unsuccessful, leading to the land being left to go fallow and resulting in deterioration of the previously well-kept area. This lack of maintenance has significant implications for both the community and the preservation of the site in alignment with the S106 agreement. However, these concerns were not taken seriously by NCC being dismissive of concerns raised by the community resulting in the deterioration of the POS and its inability to be used by local residents as intended.

## **Recent developments**

This issue has been at the forefront of community discussions since late spring 2025. Residents expressed concerns about the change in use of the land surrounding the Grade II listed Pant, designated as a POS. They observed that the POS was being “transformed” into what appeared to be an allotment, prompting the Parish Council to investigate the implications of this unauthorized modification.

The community believed that the land had been leased to the owner of No. 1 Farriers Rise, who it is important to highlight, also an employee of The Northumberland Estates, for use as a personal allotment. To ascertain the facts, the Parish Council reached out directly to The Northumberland Estates (TNE). In their response, TNE confirmed that they had indeed leased the POS land for allotment purposes to the owner of No. 1 Farriers Rise. This admission validated the residents' belief raising concerns and underscored the need for further discussion regarding the implications of this arrangement and the clear overt infringement to the S106 by a unilateral action by one of its signatories.

Consequently, both the residents and the Parish Council of Shilbottle have become deeply disillusioned by the actions of two major signatories of the original S106 agreement.

**Firstly, Northumberland County Council** has significantly neglected its legal responsibility to maintain the land, thereby abandoning the community's trust and expectations as Council Tax payers regarding the upkeep of a community asset, which is their duty.

**Secondly, The Northumberland Estates** has acted covertly and unilaterally, altering the land's use through a clandestine leasing arrangement with one of its employees to transform the space into an allotment for that employee's specific and exclusive use, only confirming this revised situation after it was challenged. This action has effectively created a fait accompli, pre-empting timely objections from other stakeholders in the S106 agreement and blatantly undermining the terms of the agreement itself.

The increasing sense of betrayal among residents is evident, as their rights and interests are systematically overlooked. These actions not only undermine community expectations but also raise significant concerns regarding fulfilment of legal obligations, accountability and transparency in governance.

Furthermore, only a few months after implementing this leasing arrangement and transformation, TNE has requested retrospective planning permission from NCC. This action exacerbates the community's frustrations and sense of betrayal by both these parties, as their concerns are dismissed as irrelevant to the process, reflecting a persistent attitude of viewing the community as an inconvenience to be treated with disdain and irrelevance.

## Application Submission - Comments

### **DETAILS\_OF\_VARIATION-2873618.pdf**

Details of variation 2873618 submitted as part of the application is discussed below.

#### **Correspondence**

We highlight the statement, viz.:

*“From correspondence dated 11.07.2025. and 01.08.2025 NCC may support the scheme subject to compliance with the S106 Agreement.”*

This correspondence has not been included in the planning submission, highlighting a **lack of transparency** with the other S106 signatories, such as Shilbottle Parish Council. This oversight effectively marginalizes both the Parish Council and the wider community it represents.

The extent of Northumberland County Council's support for The Northumberland Estates regarding this planning application, along with the rationale behind it, remains **hidden** and may significantly influence the outcome. It is imperative that the existing S106 agreement from June 2002 is upheld, particularly concerning the retention of Public Open Space (POS) as defined within that agreement. Additionally, the allotment must be reverted to its status as Public Open Space, in accordance with the terms of the 2002 agreement.

#### **“no material harm caused”**

It is cited within the document that there has been “no material harm caused” by the allotment and as such considered inappropriate to take any formal Enforcement action.

On the contrary the allotment has

1. Felled at least four trees (each of 20 years plus in age) planted as part of the landscaping undertaken as part of the Farriers Rise development in the year 2002/3. There has been a “loss of trees” and damage to the agreed POS in the S106 of 2002. (NB Photographic records are able to verify this to be the case).
1. Access to the public to a listed building has now been prevented through the works as part of the transition to an allotment and as such the allotment has resulted in “*Adverse impact on residential amenity*”, i.e. the POS in question.

### **Seven Supporting Points**

The seven points listed within the document are transcribed here with appropriate response to each highlighting failures of NCC and TNE where applicable.

The reasons to support the variation are set out below:

1. The land has not been previously maintained and was overgrown and strewn with rubbish detracting from local amenity and this position has pertained for many years.

**RESPONSE: The lack of maintenance results from NCC's failure to uphold the responsibilities inherited from Alnwick District Council, a co-signatory to the S106 agreement in 2002. Despite repeated encouragement from the Parish Council to continue maintaining the land, NCC has neglected its duty, resulting in the deterioration of this important community asset. This represents a significant and unacceptable failure on NCC's part to serve the residents of Shilbottle, undermining their trust and disregarding their needs. The community deserves better.**

1. The variation to use a small area as allotment ensures that the land remains open but is well maintained.

**RESPONSE:** The responsibility for maintaining this land rests firmly with NCC. However, as previously noted, NCC has failed in its statutory duty under SI 2008 No.494 to the community of Shilbottle, in stark contrast to the proactive approach taken by Alnwick District Council, its predecessor. This failure to fulfil obligations undermines community trust and highlights NCC's neglect of its responsibilities, leaving residents without the support and maintenance they rightfully deserve and contribute to through Council Tax. Such oversight is not only disappointing but also unacceptable, as it adversely affects the quality of life in Shilbottle. This failure has actually enabled The Northumberland Estates to make this request on the basis of demonstrating correct maintenance practices to the detriment of the broader community of Shilbottle with the potential of the loss of the POS to the community stemming from NCC's failure to onboard maintenance as per the legislation defined in SI 2008 No.494.

1. The area is generally screened by hedgerow from public view, visibility is only through a small gap from the pathway, and there is no wider harm.

**RESPONSE:** The access point to the POS has become overgrown and obstructed; however, this issue could be easily resolved through proper maintenance by NCC, as indicated in the S106 accompanying drawing. As the successor to Alnwick District Council, NCC holds the responsibility to ensure public access to the POS and the historic Pant located within it. Failing to fulfil this duty not only restricts community access to a valuable resource but also undermines the significance of the historic site. It is imperative that NCC takes immediate action to refuse this application and restore access, thereby honouring their commitment to the community and preserving the heritage contained within the POS.

1. The use is widely supported by local residents and viewed by them as an improvement to their area.

**RESPONSE:** While a well-maintained area merits commendation, it is crucial to understand that this responsibility rests with NCC to benefit the entire community, not merely a single individual. Proper maintenance is not solely a matter of individual initiative; it is a fundamental obligation that NCC must fulfil under SI 2008 No.494 to promote a thriving communal environment. NCC's role is vital in ensuring equitable access to and enjoyment of public spaces, thereby reinforcing the principle that such areas are communal assets serving the collective interests of Shilbottle as a whole.

1. The current use is benign and of little impact and a use that would generally be encouraged as beneficial

**RESPONSE:** The fencing of the POS effectively restricts access for the community, limiting its use solely to the employee of The Northumberland Estates residing at No. 1 Farriers Rise. This exclusionary practice undermines the spirit of communal use and deprives the community and general public of the opportunity to engage with the Grade II listed structure, further diminishing public enjoyment of this historically significant site. This resource should be accessible to all residents of Shilbottle as well as the general public as was the original S106 intent.

1. The area is small measuring around 200m2 and is not accessible for public use or benefit unlike the main areas of open space in the Estate, and it is problematic to maintain.

**RESPONSE:**

**The area is no longer accessible for public use, a situation that sharply contrasts with its status prior to spring 2009. At that time, Alnwick District Council maintained access and upkeep standards before the handover. Since then, NCC's failure to ensure access has significantly restricted and ultimately prevented public enjoyment of this essential space.**

Additionally, it is crucial to note that the POS illustrated in the document titled "PROPOSED\_REVISION\_OF AGREEMENT-2873621," submitted as part of this application, represents only a limited section of land, delineated in red. This depiction does not include the entirety of the POS as defined in the original S106 agreement, thereby raising concerns regarding the integrity and completeness of the current proposal. Clearly a "selective" choice of what part of the defined POS the TNE employee requires for their purposes.

**Who will maintain the section "not required"?**

**How will access to this portion of land for ongoing maintenance be achieved as a result of the allotment?**

**Further reason for the proposal to be rejected.**

1. Overall, there is public benefit to the amenity of the area.

**RESPONSE:** The current situation offers no public benefit, serving instead the interests of a single individual. This outcome stands in stark contrast to the original intent of the 2002 S106 agreement, which was designed to ensure public benefit from this land. It has now become a resource exclusively for the TNE employee residing at No. 1 Farriers Rise. Such a blatant disregard for community access not only violates the spirit of the agreement but also

**represents a significant injustice to the residents of Shilbottle. This land was intended for public good, not for private advantage. This exclusivity undermines the essence of community welfare inherent in the original S106 and necessitates immediate action to restore its intended use and reject any application to amend the land's use.**

## **Conclusion**

The Parish Council and the community are profoundly concerned that any attempt to amend a Section 106 agreement after nearly twenty-five years is wholly unacceptable, particularly when initiated by a single signatory to that agreement. This individual has already unilaterally altered the use of the land prior to the submission of this application, further compounding our apprehension regarding the likely outcome of this proposal. Such unilateral actions not only undermine the integrity of the original agreement but also disregard the interests and rights of the wider community. This pattern of unilateral decision-making raises significant questions about accountability and fairness in agreements entered into in good faith, necessitating urgent scrutiny and measures to prevent similar actions in the future.

The potential implications of approving this application are profoundly concerning. Such a decision would set a dangerous precedent that could resonate throughout the entire county of Northumberland, extending well beyond the boundaries of Shilbottle. Approval of this application would encourage unilateral actions that jeopardize public interests and undermine the integrity of community agreements across the region. The ramifications could be detrimental, as it risks permitting any signatory to alter terms without community engagement, eroding trust in local governance and nullifying the protections intended to serve the public good. The stakes related to this application are substantial, and the community's future **throughout the whole of Northumberland** hangs in the balance, necessitating urgent attention and consideration from all decision-makers involved in arriving at a fair and just outcome for all our communities within the county.

Such unilateral action is alarmingly reminiscent of land annexation practices observed on the international stage. This sets a dangerous precedent in which Section 106 agreements effectively lose their value, allowing a single signatory to alter the terms to benefit themselves or their employees at will at any time in the future. This undermines the foundational purpose of these agreements, which are designed to safeguard community interests and ensure collaborative governance. The implications are far-reaching; if one party can unilaterally dictate changes without the engagement or consent of other signatories, carry out physical changes

and only after performing changes look to obtain written permission for these changes “after the fact” threatens not only the integrity of this specific agreement but also the trust and cohesion within the broader community of the county of Northumberland as a whole. This behaviour must be addressed appropriately and urgently to prevent further erosion of community rights and the rule of law within local government.

The prevailing sentiment among councillors and the community is one of significant disappointment and frustration. The Parish Council unequivocally asserts that both Northumberland County Council and The Northumberland Estates have failed our community and village. This failure constitutes not only a breach of duty but also a serious betrayal of trust, resulting in residents feeling marginalized and disregarded. The lack of accountability and transparency in their actions is deeply concerning, and the community rightly demands immediate action to address these injustices. This discontent highlights the urgent need for both infringing parties to reaffirm their commitments to the S106 agreement of 2002 and SI 2008 No.494 (as applicable) and restore trust in local governance to the community of Shilbottle as well as the wider community of the county of Northumberland.

The Parish Council, in conjunction with our County Councillor, remains dedicated to representing the interests of the community as a whole, rather than favouring any single individual, including employees of The Northumberland Estates. Our commitment is to ensure that no individual receives preferential treatment over others, prioritizing the collective benefit of the community and retaining the POS for our whole community.

In conclusion, it is noteworthy that The Northumberland Estates currently holds several designated allotment plots within the village, located just off Percy Road, which can be made available to residents but have remained fallow for several years. The primary reason for this neglect is the need for site remediation to address asbestos contamination. In this context, any claims of a shortage of allotments in the village that would justify the unilateral repurposing of a designated POS are entirely unfounded. It is both unreasonable and unacceptable that such an action is being considered, particularly when it benefits solely an employee of The Northumberland Estates, while detrimentally impacting the broader community of Shilbottle. This situation raises significant questions about priorities and accountability, leaving residents incredulous at the disregard shown for their interests in favour of a single individual.

Published objection Ends