

# ITEM No. 2

Report No 526/97

## ANGUS COUNCIL

DEVELOPMENT CONTROL COMMITTEE

6 MAY 1997

**SUBJECT: AMENDMENT TO SECTION 50 AGREEMENT  
ARBROATH ROAD, MONIFIETH**

**REPORT BY DIRECTOR OF PLANNING, TRANSPORT & ECONOMIC DEVELOPMENT**

**Abstract: The applicant of the recently successful planning application to erect hotel/leisure/market garden and other associated facilities at land north of Arbroath Road, Monifieth, has written seeking adjustment to the Section 50 Agreement, an essential element of the planning consent. This report considers the request.**

### 1 RECOMMENDATION

It is recommended that the Committee declines to amend the proposed Section 50 Agreement applicable to the roadside services etc. development at Arbroath Road, Monifieth and confirms the requirement for the approved leisure facilities to be provided in advance of the hotel/lodge/bar/restaurant facility.

### 2 BACKGROUND

- 2.1 At the meeting on 5 September 1996, the Committee granted outline consent for a major development on the A92, Arbroath Road, immediately north of Monifieth. The application comprised: indoor/outdoor leisure facility; caravan parking with facilities; 40 bed lodge/hotel; restaurant/bar; tourist information centre; fast food outlet; filling station; craft/produce centre; golf shop; garden centre and nursery; and associated parking.
- 2.2 The report presented to the Committee made it clear that the proposal did not comply with Structure or Local Plan policies but that there were other material considerations that made the development desirable. First and foremost amongst these was the proposed provision of recreational facilities in an area generally lacking such facilities.
- 2.3 The report, however, indicated some concern that this highly desirable proposal might not happen unless its provision was secured by means of a Section 50 Agreement. The Agreement could also ensure general public accessibility to the facility and could control other aspects of the development e.g. in restricting retail uses, etc. Control over the phasing of the development, through the Section 50, particularly the leisure facility was accepted by the applicant.

### 3 CURRENT POSITION

- 3.1 Negotiations were commenced on the terms and wording of the Section 50 Agreement. In order to ensure provision of the leisure facility the Committee had specifically agreed that, by means of the Section 50 Agreement, it should be provided in advance of the lodge/hotel/restaurant/bar facilities.
- 3.2 On putting this requirement to the applicant, a letter was received as follows:-

"Further to our various conversations regarding the above site, I am setting out what we consider could be appropriate wording for the relevant part of the section 50 agreement and trust we can proceed on this basis.

At present we have an operator for the Garden Centre and ancillary shop. This operator is also prepared to provide the Visitor Information Centre for Angus & Dundee Tourist Boards.

We also have an operator for the 40 bed Travel Lodge, Restaurant and Pub. This is an operator who is already in the area (Whitbread) and the position just advised to us last week is that an allocation of money has been made for the Tay Coast area. If we are in a position to proceed, it will go to our site, but if we are not it will be allocated to extending their existing hotel at Discovery Quay, Dundee.

It is also the case that Dobbie will go in if Whitbread are also going in, and vice versa. Neither will go in alone.

Dobbie also require to open in Spring '98 and if they cannot open then, they are not interested in opening until Spring '99, and might move elsewhere.

We have been in discussion with various leisure operators. They are of course aware of the proposed section 50 wording which puts them in a very strong negotiation position and we have been unable to conclude with an operator. Another aspect is that they want to see action on the site, because they will not contemplate going in ahead of other component users.

It will be appreciated that the installation of 1.3 miles of sewer and a roundabout is in itself a significant indication of intent. The provision of services to the intended end users is also a significant investment. In value terms we are looking at spending around £2 million.

Bearing the above in mind we suggest along the following lines:

**Site services for all the component parts of the site shall be in place prior to the opening of the bar and restaurant. This will include the re-routing of the overhead power lines and the installation of the roundabout.**

**The ground shown on the attached plan shall be designated for leisure/sporting use and shall not be used for any other purpose.**

We are as committed to the total development as ever we were as indicated by the considerable up front investment. It is also the case that petrol station, fast food and so on, are very likely to come to the fore once the site is established or at least under way.

An important aspect of the project is the number of permanent jobs that will be created and the Dobbie/Whitbread parts will in themselves generate in excess of 50 permanent jobs.”

#### **4 CONSIDERATION**

- 4.1 The Committee granted consent for the total development as it was perceived to offer certain advantages such as: a gateway development into Angus which could be beneficial to visitors and tourism generally; the offer of local employment; and a leisure facility that could be made available to residents.
- 4.2 It was also acknowledged by the Committee that certain aspects of the development, in isolation, would not have attracted their support at that location. There was a clear indication that had the leisure facility been absent, the application may well have been refused. Indeed it was the Committee that requested a Section 50 Agreement to ensure the leisure facility was to be provided in advance of at least one of the main commercial projects, i.e. the lodge/hotel/bar/restaurant proposal.
- 4.3 Now on offer to the Committee is a Section 50 Agreement that delivers the infrastructure but gives no assurances in respect of the leisure facility, it merely designates a part of the site which may or may not at some time in the future be developed for that use. However, the infrastructure will be required for the other parts of the development notwithstanding the terms of any Section 50 Agreement.
- 4.4 To agree to the applicant's request would mean any control that the Council has over ensuring the provision of a leisure facility would be lost with a strong probability that no such facility would be delivered.
- 4.5 Consent was only granted in September (albeit not yet issued) and the officials feel that this represents too short a time period to concede to the applicant's request and that he should continue to seek a leisure facility provider/operator. This coupled with the very positive line adopted by the Committee in seeking a way of ensuring the provision of the leisure facility through a Section 50 Agreement, leads me to recommend the Committee refuses the applicant's request.

## 5 FINANCIAL IMPLICATIONS

5.1 There are no financial implications.

### NOTE

No background papers, as defined by Section 50D of the Local Government (Scotland) Act 1973, (other than any containing confidential or exempt information) were relied on to any material extent in preparing the above Report.

AA/JJ/IAL/KW  
29 April 1997

Alex Anderson  
Director of Planning, Transport & Economic Development