

PLANNING DEVELOPMENT CONTROL COMMITTEE

25 October 2007

REPORT ON THE CONDITION OF BRAMBRIDGE HOUSE, BRAMBRIDGE

REPORT OF HEAD OF CULTURAL SERVICES

Contact Officer: Richard MacCullagh, Principal Conservation Officer Tel No: 01962 848527

RECENT REFERENCES:

PTP 201 Buildings at Risk Strategy, 7 February 2002

CAB 841 Historic Building Grant Report, 31 March 2004

EXECUTIVE SUMMARY:

Cllr Sutton has requested under Council Procedure Rule 36 that officers report on the progress of works to this Grade II* listed building to remove it from the Buildings at Risk Register following the signing of a Section 106 Agreement by the freeholder in September 2004.

Officers can report that, on the whole, the works contained within the Specification and Schedule of Works (revised September 2002) have been completed to a high standard, with the exception of one element of the Enforcement Works which are awaiting completion. Officers do have concerns about the condition of the rest of the building and its maintenance but these were outside the scope of the agreed schedule.

A further phase of works to the North and South Wings and exterior of main building is required and only when these are completed to a satisfactory standard would the building be removed from the Buildings at Risk Register. In the meantime regular maintenance of rainwater goods and cutting back vegetation is required.

RECOMMENDATIONS:

1. That officers continue to liaise with the freeholders to progress the completion of the enforcement works, encourage them to undertake a programme of regular maintenance and embark on a further phase of major repair works.

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DETAIL:

1 Introduction

- 1.1 Brambridge House is a large 3-storey Grade II* listed country house set in substantial grounds on the east bank of the River Itchen. It has an H-shape floor plan and is constructed of stuccoed brick with a slate roof. The 18th Century garden side faces south east and is unaltered except for the stucco dressing. (This side has the drawing and dining room that survived the 1872 fire) The rebuilt riverside has flats in the basement forming a fourth floor and a large entrance and staircase hall by Wyatt.
- 1.2 The building was converted into 14 apartments in the early 1950s and since then there has been ongoing problems with the maintenance and repair of the building. A grant was awarded by the Council in 1983 to the then freeholder, Mr Miller-Smith, for the treatment of dry rot and external repairs.
- 1.3 The M25 Group acquired the freehold of Brambridge House in December 2001 with the exception of the North Wing (which is owned separately by Kanara Ltd and which has its own self repairing lease). Four of the fourteen apartments are owned by leaseholders, so the larger part of the house is currently unoccupied.
- 1.4 Since the M25 Group took possession there has been ongoing Court and Tribunal action between freeholder and lessees. The Residential Property Tribunal has agreed that the property should be managed by Labyrinth Properties.
- 1.5 Three Enforcement Notices were served in June 2002; one involving demolition of UPVC conservatory and making good wall and door openings; a second requiring a mineral felt roof to be stripped from the Orangery and replaced in leadwork; and the third requiring two UPVC windows to be replaced in timber. Apart from the completion of the making good works to wall and door openings, these works have been complied with.
- 1.6 The Conservation Team worked closely with the M25 Group and agreed a Specification and Schedule of Work (September 2002) which covered removal of an unauthorised UPVC conservatory, insect infestation works, communal electrics, repairs to portico roof, orangery roof, removal of 2 unauthorised UPVC windows on front elevation and replacement in timber, repairs to balustrade parapet, leadwork, slates, chimneys and tank rooms on main roof, leadwork repairs to part of south wing roof and repairs to car park balustrade.
- 1.7 An offer of grant totalling £29,197 was agreed by Cabinet on 31 March 2004 (report CAB 841 refers, HBG 2003/38) for the repair element of this approved schedule based on estimated costs of £648,831. No grant offer was made to the tenants due to the legal dispute between freeholder and leaseholders and the Cabinet Report made clear that this would not be paid until they resolved their differences.

- 1.8 If the Council still wish to make a grant offer or payment then this would have to be approved by Cabinet as the funds are no longer available in the grants reserve.
- 1.9 Planning permission was granted in October 2004 for the creation of 3 two bedroom flats on part of the ground floor. Listed Building Consent was approved in November 2004 for the infilling of a door opening between 2 principal rooms, which would enable the planning permission to be implemented.
- 1.10 In September 2004 the M25 Group signed a unilateral undertaking (equivalent to a Section 106 Agreement) with Winchester City Council to commence works as detailed in the Specification and Schedule of Work (Sept 2002) within 3 months of grant of planning permission and complete within a further 12 months.

2. Progress

- 2.1 With the exception of the making good to the wall and doorway where the unauthorised UPVC conservatory has been removed, the works in the approved Schedule have been completed to a high standard. The works to the leadwork on the main roof and parapet and chimney repairs and leadwork repairs to Orangery are to be commended (inspected by Principal Conservation Officer on 5 October 2007).
- 2.2 David Keeley, former Conservation Officer, liaised closely with the contractor and the McAndrew Martin Partnership, architects and surveyor to the M25 Group. David Brock, of English Heritage, also inspected the roof works and was impressed with the quality of workmanship.
- 2.3 The cost of the works carried out so far has been in the region of £500,000.
- 2.4 The M25 Group have delayed completing the making good works to the south wall where the conservatory was removed as the floor slab has had to be propped because it is unsafe. They would prefer to make this floor safe before completing these works and propose doing this as part of Phase 2 of the works. This will involve strengthening or replacing corroded iron beams which support the floor slab. The Principal Conservation Officer and Enforcement Manager will liaise with the freeholder to agree a timetable for completing these works.
- 2.5 On the walls in the main stairwell there are signs of some water ingress but it is thought that this is probably caused by leaking downpipes, which were not included in the approved specification. This has been brought to the attention of the freeholder.
- 2.6 Externally, on the main house and north and south wings, a further phase of repair works are required and this is likely to cost considerably more than the first phase. The M25 Group has expressed its willingness to undertake this work and intend to submit and agree a specification and schedule of works for the Council's approval. They claim that the legal disputes with the leaseholders have delayed bringing this work forward.
- 2.7 Since the freehold of the North Wing is in separate ownership, co-operation will be required between the two parties to ensure this part of building is repaired as well. The Conservation Section will liaise with this freeholder as well.
- 2.8 Leaving aside these major repair works, Conservation are concerned about the condition of the rainwater goods and the extent vegetation that is taking over on the

east elevation. Conservation will liaise with the M25 Group and the property management company (Labyrinth) to ensure repairs to rainwater goods are undertaken, vegetation is cut back and the building's condition and security is monitored.

- 2.9 If no progress is made in undertaking these works then the Council can serve an Urgent Works Notice under Section 54 Planning (Listed Buildings and Conservation Areas) Act 1990. This would require the property owner to carry out those works which are urgently necessary, i.e. *“emergency repairs to keep a building wind and weatherproof and safe from collapse, or action to prevent vandalism or theft. The steps taken should be the minimum consistent with achieving this objective, and should not involve an owner in great expense”*. PPG15 Part 2 Paragraph 7.7. Further advice is given in the English Heritage publication ‘Stopping the Rot’.
- 2.10 The serving of a Repairs Notice under Section 48 of the 1990 Act would enable the Council to specify those works it considers reasonably necessary for the proper preservation of the listed building. If, after a period of 2 months it appears reasonable steps are not being undertaken for its proper preservation, the local authority can begin compulsory purchase proceedings under Section 47. A CPO requires the Secretary of State's confirmation. The Council is currently pursuing this action on another listed building (Lower Gardens at Denmead) but the Repairs Notice has been challenged in the Courts, which has caused considerable delay. This course of action is not considered expedient on Brambridge House and instead officers will encourage the freeholders to undertake a programme of regular maintenance and embark on a further phase of major repair works.
- 2.11 Given that the Conservation Team were depleted of 2 members of staff for 6 months this year, including the officer who had dealt with the negotiations and inspecting the building over a 4 year period, it has been extremely difficult to move things any further forward. It should also be noted that Brambridge House is only one of the 57 Buildings at Risk on the Council's register, although admittedly one of the most important ones.

3. Building at Risk Condition

- 3.1 Conservation and English Heritage still consider the building to be at risk due to the condition of the rest of the building and the fact that a large part of the house remains unoccupied. Risk Category C (Medium Risk) is best left unchanged - “Slow decay: no solution agreed” despite the extensive repair works to the main roof. Once a repair specification and schedule of work is agreed for Phase 2 Repairs then the risk category will reduce to D: “Slow decay: solution agreed but not yet implemented”.
- 3.2 When these future repair works are completed to the Council's satisfaction and the apartments refurbished and occupied then it will be removed from the BAR Register.
- 3.3 It must be remembered this is a huge country house which suffered many years of neglect and legal disputes between freeholder and tenants in recent years has slowed progress. To have reached this far is quite an achievement!

OTHER CONSIDERATIONS:

2 CORPORATE STRATEGY (RELEVANCE TO):

2.1 This report relates to the objective of preserving and enhancing the historic environment.

3 RESOURCE IMPLICATIONS:

3.1 None other than what is already committed in terms of grant aid.

BACKGROUND DOCUMENTS:

PTP 201 Buildings at Risk Strategy, 7 February 2002

CAB 841 Historic Building Grant Report 31 March 2004

APPENDICES:

Appendix A - Section 106 Agreement

Appendix B - List Description

DATED: 20th September 04

**UNILATERAL UNDERTAKING GIVEN TO
WINCHESTER CITY COUNCIL**

BY

M25 Group Ltd

DEED

**S. 106 Town and Country Planning Act 1990
Concerning land at
Brambridge House
Kiln Lane
Brambridge
Hampshire
SO50 6HL**

THIS DEED and UNDERTAKING is made the thirteenth day of August two thousand and four, by M25 Group Limited (hereinafter called "the Owner") whose registered office is situated at St Alphage House, 2 Fore Street, London EC2Y 5DH & is given to WINCHESTER CITY COUNCIL of City Offices Colebrook Street Winchester SO23 9LJ (hereinafter called "the Council").

WHEREAS

- (1) The Owner is seised of an estate in fee simple in possession of land at Brambridge House, Brambridge, Hampshire which is shown on the plan annexed hereto and thereon edged in red and is registered at H M Land Registry with freehold title absolute under the number HP609300 (hereinafter called "the Land").
- (2) The Council is the Local Planning Authority for the purpose of the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991 ("the Act") for the area within which the Land is situate and are the Local Planning Authority by whom the obligations in this Deed are enforceable
- (3) Application has been made to the Council under Planning reference W05912/06 for planning permission for the creation of 3 two bedroom flats on the Land (hereinafter called "the Development").

- (4) The Land lies within the Winchester District Local Plan area which requires that where alterations to a listed building are permitted, architectural and historic features important to the character of the building are retained.
- (5) The Deed is a Planning Obligation made pursuant to Section 106 of the Act (as amended by Section 12 of the Planning and Compensation Act 1991) and all other powers enabling the parties hereto and shall be enforceable by the Council.

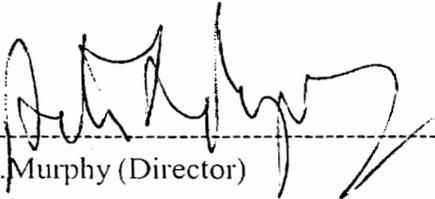
NOW THIS DEED WITNESSETH as follows:

1. THE COVENANTS or obligations made by the Owner hereinafter contained are made with the intent that the covenants shall in respect of the Land be binding on the Land and be binding on and enforceable by the Council against the Owner and successors in title to the Owner and are covenants or obligations to which Section 106 of the Act apply.
2. THE SAID covenants or obligations (with the exception of clause 6, which shall take effect on the date hereof) shall come into force upon the issue of planning permission for the Development.
3. NO PERSON shall be liable for breach of a covenant contained in this Deed after he shall have parted with all interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.

4. THE OWNER hereby covenants with the Council to commence within 3 months of the grant of planning permission and to complete within a further period of 12 months the works detailed in the McAndrew Martin report, Specification and Schedule of Works (April 2002) as revised in September 2002. This report is attached at Schedule 1.
5. The Owner acknowledges that this Deed is a local land charge and may be registered as such.
6. The Owner agrees to pay to the Council on the completion of this Deed a contribution of £100 (or such higher figure as the Council may reasonably specify) towards the Council's costs in connection with the preparation of this Deed and checking the Owner's Title to the Land.

IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written.

The common seal of
M25 Group Limited
was hereunto affixed
in the presence of:



P.L. Murphy (Director)



H.T. Klahr (Director)



SCHEDULE

The entry for:-

COLDEN COMMON

SU42SE
8/32
5/12/55

GV

KILN LANE
Brambridge House
(Formerly listed under
Brambridge)
II*

Shall be replaced by:-

COLDEN COMMON

310/8/32

05-DEC-1955
GV

KILN LANE
Brambridge House

II*

Formerly listed as:- KILN LANE, Brambridge

Large country house, converted into flats. Circa 1762 incorporating earlier building, remodelled after fire in 1872 by M. Digby-Wyatt. Stuccoed brick, slate roof. 3 storey, 9 bay double pile; building in H-shape with river front and rooms behind rebuilt and single storey pavilions added 19th Century. 18th Century garden front is largely unaltered except for added stucco dressings. 3 storey, 5 bay centre with 2 bays each end projecting half a bay. Between wings is colonnade of 6 fluted Doric columns with simplified entablature over and iron railings above to 1st floor balcony. Door was in left bay of centre part. On ground floor french windows, and tall casements with low sills in wings and all along 1st floor, each with blind box. Similar but smaller windows on 2nd floor. Rusticated quoins and string courses to sills of 1st and 2nd floor windows with heavily modillioned cornice and low parapet above crowned with urns on corners. Roof hipped with stacks on end walls and at left end of centre part and between right bays at centre part. River side rebuilt as 3 storeys on cellar, 7 bays with single storey on cellar, 3 bay pavilions at each end projecting forward half a bay. In front of centre bay single storey porch with cartouche, in stucco, over.

INTERIOR: Altered after conversion to flats. Large entrance and staircase hall by Wyatt. Inside on garden front in centre bays, narrow entrance hall with late 18th Century ceiling and large drawing room with similar ceiling and contemporary fireplace, both ceilings with



original paint, in Adam style.

Signed by authority of the
Secretary of State

A handwritten signature in black ink, appearing to read 'Kennedy Humphreys'. The signature is written in a cursive, flowing style.

KENNEDY HUMPHREYS
Department for Culture, Media and
Sport

Dated: 1 SEPTEMBER 2000