



This statement has been prepared on behalf of Weaste Lane Area Resident's Association, which was formed in 2017 in response to the PDO. This statement relates to matter 6e Thelwall Heys. Our reference number is 0821.

1)

History and Thelwall Heys Special Landscape Character

- Development at Thelwall Heys was last proposed in the late 1990s and was subject to a full planning enquiry in 2003/4.
- As a result of this process development was refused, despite strong pressure from developers.
- Thelwall Heys was placed into Green Belt by Warrington Borough Council (WBC) at this time and the area designated as an Area of Special Landscape Character.

Question

What has changed in the intervening years to justify the release of Greenbelt and the destruction of an area of Special Landscape Character which retains ecological and historic importance?

2)

Developer led proposal, unclear timescales, restrictive covenants and questionable housing need

- According to WBC's Strategic Housing Land Availability Assessment (2021) there is developer interest in Thelwall Heys but not promotion by the owner.
- Whilst developers appear to have responded to WBC's call for sites in 2017 Thelwall Heys was not included in either the 2017 PDO or 2019 version of the local plan.
- The latest version of the plan has also withdrawn a number of other brownfield sites that were included in earlier versions. The soundness of the plan is questionable as the potential development on the Greenbelt at Thelwall Heys instead of alternative sites previously proposed suggests there are no exceptional circumstances to justify its release as per clause 141 of the NPPF.
- Local people feel that unlike most other elements of the plan Thelwall Heys has been added simply to make up numbers based on an unsound calculation of required housing numbers, in fact it has been described in the Local Plan as "Top up"

- The Local Plan documentation suggests that the rationale behind Thelwall Hey's inclusion in the plan is that housing could be delivered early in the plan period whereas the SHLAA places it in the medium term.
- Members of Weaste Lane Area Resident's Association are aware that there are restrictive covenants in place relating to Thelwall Heys that restricts development. Appendix 2

Questions

Given that developers (Liberty) proposed Thelwall Heys as part of the call for sites in 2017 and yet it was not included in either the 2017 PDO or 2019 version of the Plan what has changed to justify the exceptional circumstances to release Greenbelt?

The SHLAA states that the site will be developable in the medium term starting in 2028/29, whereas the Local plan suggests first homes will be completed by 2024/25. On what basis does the Local Plan draw this conclusion?

Has the nature of these restrictive Covenants been fully considered during preparation of the local plan and is there certainty that these will not delay potential development?

3)

Encroachment, removal of open space, housing densities, loss of BMV agricultural land.

- Policy MD5 states that southern and eastern boundaries will define the new Green belt boundary. It fails to acknowledge that by "infilling" this area of green space it has the effect of extending the southern boundary of Thelwall's main settlement and removes the open space provided by Greenbelt and extends Warrington's urban area into what is currently open countryside.
- By doing so it joins the existing homes at Thelwall Heys and the settlement of Weaste Lane to the remainder of the village. This is counter to the Grappenhall and Thelwall Parish Council's Village Design Statement that records both areas as communities with separate identities from the remainder of Thelwall. By building upon Thelwall Heys these historic unique identities will be lost as they will join them to the remainder of the village. This is also counter to Clause 137 of the NPPF.
- Policy MD5 suggests that in order to reflect Thelwall Heys site adjacent to open countryside development will be constructed to a minimum of 30dph. These numbers are inconsistent with housing densities usually found in the local area of around 15-20dph. As such these housing densities are in not in line with the requirement for appropriateness in chapter 11 of the NPP and raise questions about the soundness of the plan
- Policy MD5 removes over 20 hectares of mainly grade 2 and some grade 3a unspoiled agricultural land, as determined by the agricultural land classification conducted by MAFF in 2007, which has been farmed for over 100 years . (Figure 3, Appendix1)

- Policy MD5 fails to make any reference to the high quality of the agricultural land at Thelwall Heys and this opens up questions about the soundness of the plan.
- Natural England's Guide to Assessing Development Proposals on agricultural land (Updated 5 February 2021) requires developers and LPAs to refer to the Our Green Future, the NPPF, Town and Country Planning (Development Management Procedure Order) and Planning Practice Guidance for the Natural Environment. Only the NPPF is referred to in the key evidence that WBC have put forward in the local plan related to Thelwall Heys suggesting once again that the plan is unsound
- The plans and policies included in Natural England's Guide are designed to protect the best and most versatile (BMV) agricultural land from significant, inappropriate or unsustainable development proposals.

Questions

As two of the purposes of Greenbelt are to assist in the safeguarding of the countryside from encroachment and to preserve the setting and special character of historic towns what are the exceptional circumstances that would justify its release?

Given that the proposed net density of housing is a challenge to the area's prevailing character and setting how can Policy MD5 be sustainable or sound?

Given that Thelwall Heys provides over 20 hectares of grade 2 and 3a agricultural land that has not been addressed in Policy MD5, and key national plans and policies designed to protect BMV are not referenced in key evidence relevant to the plan how can the plan be sound.

4)

Lack of existing key community facilities, no data about funding sources or mention in Infrastructure Delivery Plan

- Section 10.5 of the Local plan document, which includes Policy MD5 states that Thelwall Heys will provide good access to local services and facilities.
- Policy INF4 states that WBC will support development of new, or co-location and co-ordination of existing services including education health and social facilities.
- There is currently no GP surgery in Thelwall and only a part time branch surgery in Grappenhall
- There is one Dentist in Thelwall
- Lymm Highschool and Bridgewater Highschool are over subscribed
- There is one infant school and one junior school in Thelwall that are both located on the far side of the village.
- There is no supermarket, only convenience stores, in Grappenhall and Thelwall
- There is one library run by a non-profit community organisation, not WBC
- Whilst Policy MD5 states that development will be required to make a contribution towards provision of school places, and primary care capacity, there is no information in the local plan about timescales or information about

how new services for the people living in up to 350 homes will be developed or funded.

- No information about Thelwall Heys has been included in the Infrastructure Delivery Plan and how infrastructure requirements will be delivered is unclear

Question

Since policy INF5 states that where new infrastructure is needed to support development, it must be operational no later than the appropriate phase of development how can the plans for Thelwall Heys be deemed to be sound (since it has not been included in the IDP) and how is this position consistent with para 93 of the NPPF?

5)

The natural environment

- Prior to Thelwall Heys being placed into the Greenbelt and given Special Landscape Character Status the local Resident's Association commissioned several environmental reports related to its biodiversity. These reports showed that as an area Thelwall Heys has a number of marl pits and ponds. Over 42 species were netted and finds included several rare nationally notable aquatic species.
- In addition, ornithological surveys were conducted during the winter of 2003/4. 32 species were recorded including 7 of which were on the Red list and were deemed to be of regional or county significance.
- Para 8.4.2 of the local plan notes the important wildlife habitats provided by marl pits and open countryside. Development of Thelwall Heys would result in the destruction of the marl pits and other ponds. This is not consistent with WBC's policies DC3 and DC4 which aim to secure a net gain in biodiversity, and air quality and to plan for and mitigate the impacts of climate change, or the requirement for environmentally sustainable development as described in clause 8 of the NPPF.
- 8.3.18 of the Local plan references the Government's 25 year environmental plan which aims to grow a network of land that is richer in plants and wildlife. Development of Thelwall Heys would result in destruction of land that has already been shown to be highly rich in plants and wildlife so makes no sense.
- The Trans Pennine Trail and Bridgewater canal provide strategic green links fundamental importance to the natural environment and character of the area. Thelwall Heys is an open area of land that is bordered by both the Trans Pennine Trail and Bridgewater Canal and therefore makes an important contribution to Warrington's Strategic Green Infrastructure. How can its development be justified?
- The SHLAA states that Thelwall Heys has a low flood risk. It is well documented that Cliff Lane, Weaste Lane, Half Acre Lane and Massey Brook are regularly flooded. The attached flood map (Figure 2 Appendix 1) shows that Thelwall Heys is at risk of flooding. Currently much surface water runs off into Thelwall Heys. Policy MD5 references the need for a site wide surface water strategy and flood alleviation measures. No details of what is needed or how this is funded are included in the plan.

Questions

Given the number of rare nationally notable aquatic species and red list birds identified a number of years ago what steps have been taken to assess current biodiversity at Thelwall Heys before deciding to remove the area from Greenbelt? Will this result in WBC not fulfilling the requirements of clause 174 of the NPPF for planning decisions to protect and enhance landscapes? Is this sound?

Given that Policy DC3 and DC4 state an intention to conserve restore and enhance, as well as secure a net gain in biodiversity how can development of Thelwall Heys be justified, particularly as to do so directly contradicts WBC policies? This suggests the plan is not sound.

Given that Thelwall Heys is contiguous with the Trans Pennine Trail and Bridgewater canal, which the plan identifies as a Green Infrastructure Opportunity how can the destruction of this open site with significant biodiversity be justified?

Given the likely impact development of Thelwall Heys is likely to have upon air quality at Rixton Clay Pits SCA and Manchester mosses SAC, as documented in the Habitats Regulations Assessment, how can this be justified?

Given the lack of information about how surface water will be managed and flood alleviation measures developed and put in place can Policy MD5 be viewed as being sound?

6)

Transport and accessibility

- The plan provides no detail about accessibility to the Thelwall Heys site, stating only that a package of transport improvements will be required to support the development. Given that it is highly probable there would be up to 1000 vehicles moving on and off the area every day the lack of this critical information, including how such improvements would be funded demonstrates that the plan is not sound.
- The congestion associated with these additional vehicle movements and likely congestion due to other aspects of the local plan are likely to result in reduction of air quality.
- 2 of the areas monitored for speeding on a regular basis by the police are in the vicinity of Thelwall Heys and the most “likely” access points as they provide rapid access to Knutsford Road. 1. Opposite Cliff Lane at Bell House Lane and 2. on Weaste Lane. Existing speed limits are largely ignored by motorists, as shown by data collected by SIDs. WBC has taken no road modifications or other measures action address this speeding and vehicles travelling at over 50mph in a 60 zone are not unusual. This situation calls into question whether safe access to the site for all users can be assured as required by clause 110 of the NPPF.
- Para 10.5.5 of the Local plan states that Thelwall Heys is well served by existing cycle, walking and public transport routes. This is not true. Figure 1

in Appendix 1 provides an overview of current bus routes in the area. There is one service that runs along Weaste Lane between Warrington and Knutsford. There are currently only 2 bus services a day, none of which are at times that are suitable for people commuting.

- Walking routes are mainly on public footpaths, the Bridgewater Canal tow path and Trans Pennine Trail. All of these routes become virtually impassable at certain times of the year challenging their viability as genuine alternatives to NPPF

Questions

The plan contains no information about how Thelwall Heys will be accessed or how changes to existing roads will be funded. Thelwall Heys is not mentioned in the Infrastructure Delivery Plan is this sound?

Given that in the region of 1000 vehicles a day are likely to be accessing the site and at some point, will need to join the A50, a high-speed road with well documented data about excessive speed, how will safety be addressed and the significant impact upon local roads be offset as required by clause 110 of the NPPF?

Clause 105 of the NPPF states that development can potentially be made sustainable by focussing on locations that limit the need to travel and offer genuine choice in transport modes. How will this requirement for sustainable development be met for Thelwall Heys given that its location generates a need to travel to access community services?

How will the likely fall in air quality caused by the 1000 extra vehicles using Thelwall Heys every day be managed?

Given the figures published by WBC that show a dramatic fall in bus usage in the last decade, when combined with the virtually non-existent bus service in the area how can this part of the policy be sound?

Conclusion

Weaste Lane Area Resident's Association has presented this statement in order to seek answers to aspects of the plan that we believe are unsound and do not justify the release of this important ecological heritage asset from Greenbelt.

A number of members of the Association have formally requested that their views should be communicated to the Planning Inspector by the Resident's Association and their names are contained in Appendix 3.

We believe the questions raised in this statement show that the plan, which has many unanswered questions, does not demonstrate the suitability or deliverability of Policy MD5 (Thelwall Heys). We very much hope that the Planning Inspector reaches the same conclusion as ourselves.

Appendix 1



Figure 1 - Public Transport as published by

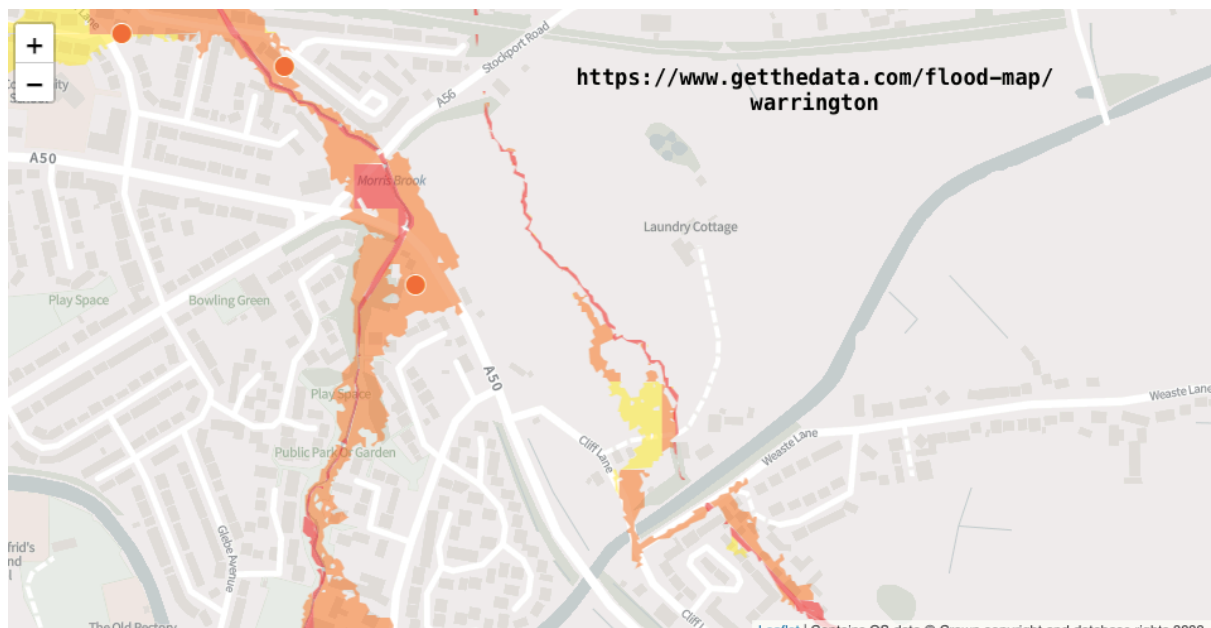


Figure 2 Flood Map

Figure 3 Agricultural Land Classification



Appendix 2 Restrictive Covenants related to Thelwall Heys

fourth Schedule hereto the Trustees are between them entitled to the whole beneficial interest in the property described in the second Schedule hereto

(5) It has been agreed between the Beneficiary Mr Stubbs and the Trustees that upon the occasion of this Conveyance the covenants and easements should be entered into granted and reserved as hereinafter appears

NOW THIS CONVEYANCE WITNESSETH as follows:-

1. THE Trustees as trustees hereby convey unto the Beneficiary and Mr Stubbs All That the property described in the first Schedule hereto TOGETHER WITH the easements and rights specified in the fifth Schedule hereto BUT EXCEPT AND RESERVING unto the Trustees in fee simple for the benefit of the property described in the second Schedule hereto the easements and rights specified in the sixth Schedule hereto TO HOLD unto the Beneficiary and Mr Stubbs in fee simple as beneficial tenants in common in equal shares

2. IT is hereby declared that the Beneficiary and Mr Stubbs or other the Trustees for the time being of this Deed shall have full power until the expiration of a period of eighty years from the date hereof to mortgage charge lease or otherwise dispose of all or any part of the property described in the first Schedule hereto

3. THE Trustees to the intent that the burden of this covenant may run with and bind the property described in the second Schedule hereto and every part thereof and to the intent that the benefit thereof may be annexed to and run with the property described in the first Schedule hereto and every part thereof hereby covenant jointly and severally:

- (i) Not to construct any buildings on the land shown

hatched blue on the said plan annexed hereto
(ii) Not to construct any buildings on the land shown
hatched orange on the said plan other than agricul-
tural buildings or residential buildings and in the
latter case of a density of not more than four
residential units per acre

Provided Always that none of the Trustees nor any of their
successors in title shall be personally liable for any breach
of such stipulations which may occur in respect of the property
described in the second Schedule hereto or any part thereof (as
the case may be) after he or she shall have ceased to have any
interest therein respectively and Provided Also that if at any
time hereafter the dwellinghouse Thelwall Heys referred to in
the first Schedule hereto shall cease to be used as a single
private residence this covenant shall cease permanently to have
effect

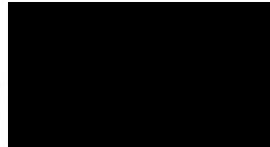
4. THE walls hedges gates and fences forming the boundaries
between the properties described in the first and second
Schedules hereto shall henceforth be the property of the
Beneficiary and Mr Stubbs and their successors in title to the
property described in the first Schedule hereto and the Benef-
iciary and Mr Stubbs hereby jointly and severally covenant with
the Trustees and their successors in title the owners for the
time being of the property described in the second Schedule
hereto and such parts thereof as adjoin the property described
in the first Schedule hereto for the benefit of the property
described in the said second Schedule that they and their
successors in title the owners for the time being of the
property described in the said first Schedule will henceforth
keep the said walls hedges gates and fences in good repair and
condition and stockproof and will replant such hedges and



Our ref: 317/CXR/RUD703.1
(please use this reference in all correspondence)
Please ask for: Vicki Coulthurst
Your ref: (Direct Email : [REDACTED])
Date: 19 December 2013



QualitySolicitors
Forshaws Davies Ridgway



W www.qualitysolicitors.com/fdr



Dear [REDACTED]

**RE: Purchase [REDACTED] Thelwall Heys,
Warrington, Cheshire, WA4 2TS**

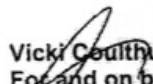
I write further to the above and our conversation regarding the conversion to use part of the barn as a dwelling.

I enclose a copy extract of the report compiled by Whitfields Solicitors which confirms that you cannot use the existing farm buildings other than for agricultural or commercial purposes or not more than 2 dwelling houses and not to use the stock yard other than for agricultural or commercial purposes and not more than 2 dwelling houses.

I also enclose a copy extract of the covenants from the title for 527 which shows that you cannot construct any buildings on the land hatched orange other than agricultural building or residential buildings and, in the case of residential buildings, not to a density of more than 4 residential units per acre. Your property forms part of the land hatched orange so the provision of the 4 residential dwelling per acre will apply in this case. These provisions would have related to the sale off of Thelwall Heys and this is even before you consider whether any development would trigger the uplift provisions that affect both titles.

If you have any questions relating to the above please do not hesitate to contact me.

Yours sincerely


Vicki Coulthurst
For and on behalf of
QualitySolicitors Forshaws Davies Ridgway LLP

Title number CH527089

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (08.10.2004) A Conveyance of Thelwall Heys dated 1 December 1980 made between (1) Thomas Gray Hill, Peter Mace Hill and Ann Gray Stubbs (Trustees) and (2) Ann Gray Stubbs and John Alfred Stubbs (Beneficiaries) contains the following covenants by the Vendors:-

"The Trustees to the intent that the burden of this covenant may run with and bind the property described in the second Schedule hereto and every part thereof and to the intent that the benefit thereof may be annexed to and run with the property described in the first Schedule hereto and every part thereof hereby covenant jointly and severally:"

"(ii) Not to construct any buildings on the land shown hatched orange on the said plan other than agricultural buildings or residential buildings and in the later case of a density of not more than four residential units per acre

Provided Always that none of the Trustees nor any of their successors in title shall be personally liable for any breach of such stipulations which may occur in respect of the property described in the second Schedule hereto or any part thereof (as the case may be) after he or she shall have ceased to have any interest therein respectively and Provided Also that if at any time hereafter the dwellinghouse Thelwall Heys referred to in the first Schedule hereto shall cease to be used as a single private residence this covenant shall cease permanently to have effect"

NOTE:- The land in this title comprises part of the "property described in the second Schedule" and also the land hatched orange referred to.

- 2 (08.10.2004) The land is subject to the following rights granted by the Conveyance dated 1 December 1980 referred to above:-

"TOGETHER WITH the easements and rights specified in the Fifth Schedule hereto"

"THE FIFTH SCHEDULE

(Easements and rights granted by this Conveyance)"

"(iii) The exclusive right to use for all purposes connected with present and every future use of the said property described in the first Schedule hereto the septic tank which is now on the property described in the second Schedule hereto subject to and conditional upon maintaining in good repair and condition the said septic tank and all sewers drains and pipes connecting therewith

(iv) The right (in common as aforesaid) to use for all purposes connected with the present and every future use of the property described in the first Schedule hereto all drains watercourses pipes cables wires or other channels or conductors now or hereafter during a period of 80 years from the date hereof laid in under or over the property described in the Second Schedule hereto with power upon reasonable notice to enter at any time or times during the said period upon the property described in the second Schedule hereto for the purpose of tying in or making connections with the said drains watercourses pipes cables wires channels or conductors subject to and conditional upon making good any damage caused in exercise of such power of entry and subject also to and conditional upon payment of a due proportion determined according to use of the cost of maintaining repairing and renewing all such drains watercourses pipes cables wires channels or conductors such proportion in the absence of agreement to be determined by a surveyor nominated by the President for the time being of the Manchester Law Society or appointed in such other manner as the parties may agree such surveyor to act as an expert and not as an arbitrator Provided That this right shall not be exercised in such manner as to cause such drains watercourses pipes cables wires or other channels or conductors to be overloaded and this question shall in the event of dispute be determined in the absence of a ruling by the

The land has the benefit of the rights granted by but is subject to the rights reserved by a Transfer dated 16th August 2004 between Peter Mace Hill and Ann Gray Stubbs and Eric Robinson. This Transfer also contains a provision as to light or air.

B: Proprietorship Register:

Details of the existing registered proprietor will be substituted by the buyers details upon conclusion of the transaction and completion of registration.

The price paid for the land in CH527089 on 16th August 2004 was £55,000. There is a Certificate needed confirming that the provision of the conveyance 16th August 2004 have been complied with.

C: Charges Register:

In the Charges Register there is a Conveyance dated 1st December 1980 between Thomas Gray Hill, Peter Mace Hill and Ann Gray Stubbs (1) Ann Gray Stubbs and John Alfred Stubbs which contains a covenant not to construct any buildings on the land hatched orange on the plan other than agricultural buildings or residential buildings and in the later case of a density of not more than four residential units per acre this covenant is for the benefit of Thelwall Heys until it ceases to be a single private residence. The land in this Title is subject to such covenant.

The Conveyance 1st December 1980 was made together with easements and rights to use all drains watercourse pipes cable wires or other channels or conductions will power to enter for the purpose of tying in or making connections upon reasonable notice subject to and conditional upon making good all damage and payment of a due proportion according to the use of the cost of maintaining repairing and renewal all such drains watercourses pipes cables wires channels or conductions. There is an Arbitration provision in respect of any dispute or disagreement.

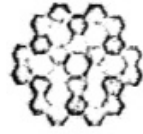
The Transfer dated 16th August 2004 contains restrictive covenants to erect and maintain stock proof boundaries marked with a 'T' mark on Plan 1; not to use the existing farm buildings other than for agricultural or commercial or not more than two dwelling houses; not to use the stock yard other than for agricultural or commercial purposes and not more than two private dwelling houses, to be crated without the prior written consent under the terms of a Deed dated 16th August 2004 such consent not to be unreasonable withheld or delayed.

The Transfer grants rights of way, services and other easements for the benefit of the Property and reserves easements for the benefit of the retained land and contains agreements and declarations between the property and the retained land.

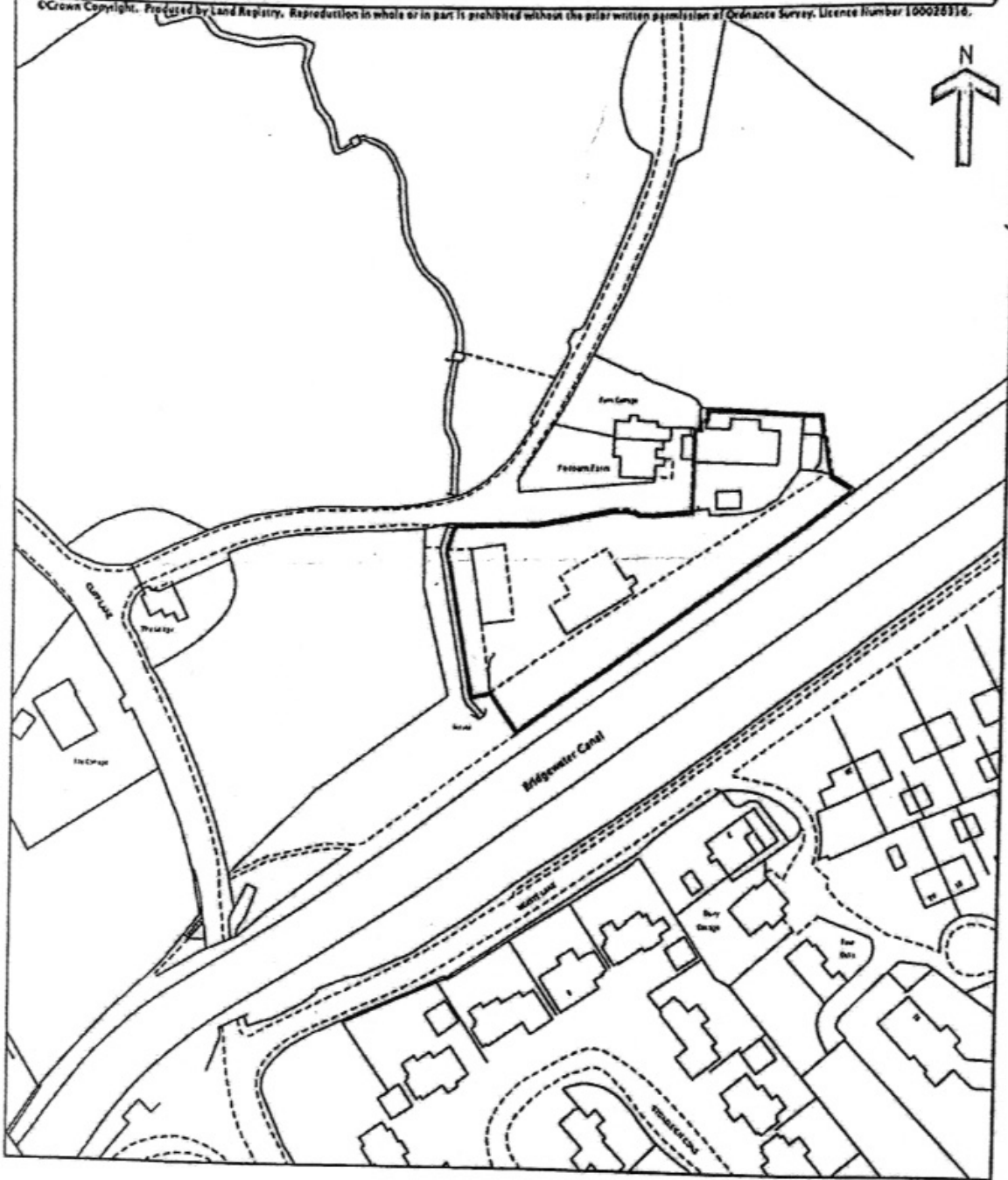
The right of way requires payment of 1/66 of the cost of maintaining and keeping the roadway in repair with Arbitration provisions in the case of dispute. These

Land Registry
Official copy of
title plan

Title number CH527089
Ordnance Survey map reference SJ6486NE
Scale 1:1250
Administrative area Warrington



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Appendix 3 - Residents who have asked WLARA to represent their views to the Planning Inspector

| Ref | Name |
|------|--------------------|
| 0214 | Mr and Mrs Howarth |
| 0465 | M. Coultart |
| 0473 | A. Lamb |
| 2373 | M. Taylor |
| 0157 | R. Robinson |
| 0208 | R. Whittle |
| 0283 | H. Robinson |
| 1366 | V. Hainsworth |
| 1360 | R. Brown |
| 2379 | M. Taylor |
| 0322 | W. Barnes |
| 0821 | L. Mottram |
| 1084 | S. Chisholm |
| 0871 | R Oliver |