

PAPER II Q 1

Rufus Gawn, a well-established client of the rural practice you now work for, has recently acquired the freehold of Windrush Farm, Galesworth. It is a 200 hectare farm with, in the main, very good modern buildings, an excellent concrete apron and a period farmhouse that offers better accommodation than his current home. He and his family plan to move in once upgrading work has been completed. All the land is in hand and is in generally good heart.

Near the farmhouse is a 400 year-old timber-framed barn, which has, in its time, been weather-boarded and what is left of the roof is black painted corrugated iron sheeting. It is in a sorry state but can be salvaged. It has no agricultural worth whatsoever to the holding. There is an attached lean-to. The barn measures 30 metres by 10 metres; the lean-to measures 3 metres by 6 metres. There is good access from the highway but the concrete road to the holding is half a mile in length. There are adequate services to the farmstead although no gas.

Rufus is in his late 50's and has two sons actively working in the main business – an adjacent 450 hectare cereal farm. He is looking to wind down from main-stream agriculture and sees the barn as an ideal wedding reception venue, having heard this is a profitable new area. He reckons it could seat around 200 and still have room for a dance floor, toilets, kitchen and bar.

You have been called in to advise Mr Gawn on the feasibility of the scheme and to give some indications of the likelihood of planning permission, ball-park costs of putting the barn into repair, conversion costs, timescale, estimates of income per event and the advisability or otherwise of setting up partnerships with caterers, photographers and the like.

Write a **straightforward letter** to Mr Gawn setting out:

- the detailed process he will need to follow to secure permission for the change of use of the barn from agricultural to a wedding venue,
- what your professional view would be in view of current planning policy, and
- the route he needs to take to see the venture completed.

Include a reasoned estimate of your practice's fees for the work to be undertaken. **10 marks**

As an **appendix** to the letter set out all the estimated unit costings and likely outgoings of the project making as many assumptions as necessary.

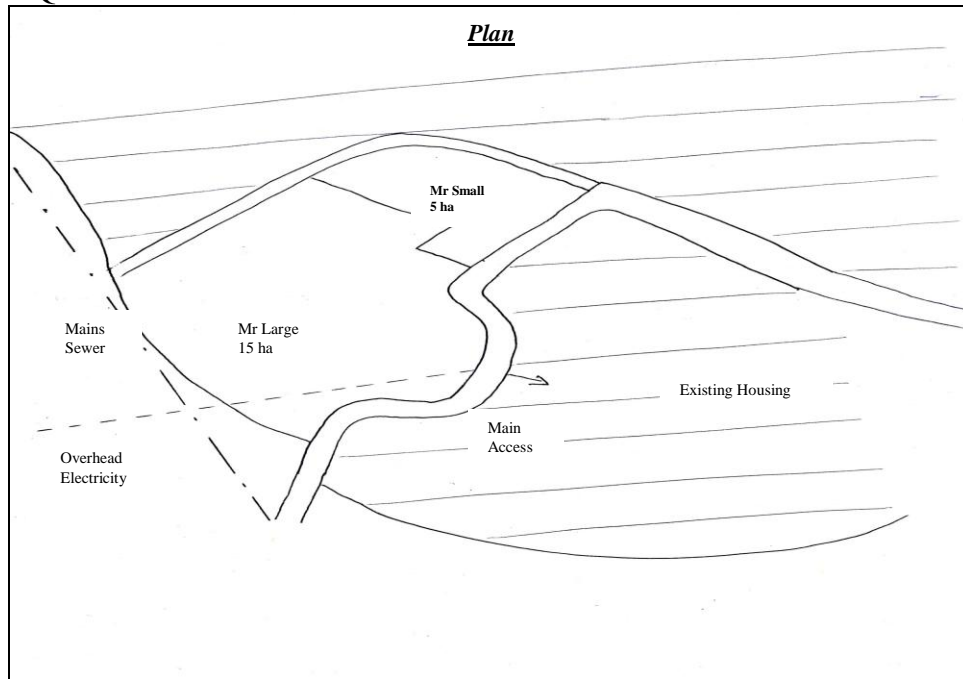
10 marks

PAPER II Q 2

You have been approached by a Mr Large, who owns a substantial area of potential building land on the outskirts of a major, spreading conurbation. Mr Small has an adjoining much smaller but also potentially developable area. The combined area owned by both Mr Large and Mr Small is high on the Local Planning Authority's list of land considered suitable for development. It stands a good chance of allocation within the Local Development Framework/Local Plan within 10 and perhaps 5 years.

Mr Large has been approached by New Builders Ltd to enter into an Option Agreement. He is uncertain of his position as to both the Option Agreement and how to approach his neighbour, Mr Small. You have had an initial meeting with Mr Large and have been given this plan which sets out the relative geographical positions and features of both land holdings.

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Mr Large requires advice to be prepared in **headings and short note format** on:-

1. His specific contractual relationship, if any, with Mr Small, dealing with any obvious issues. **6 marks**
2. How he should proceed with New Builders Ltd on the assumption he wishes to formalise arrangements and the likely principal terms **8 marks**
3. Taxation of the capital receipts from an option and subsequent contract, together with any consequences of a possible agreement with Mr Small. **6 marks**

PAPER II Q 3

Your client, David Archer, has had a rates bill from Felpersham District Council in respect of an 'Atcost' barn at Brookfields Farm, Ambridge. It had been let to Borchester Agricultural Chemicals (BAC). BAC's lease ended in October 2007. The building has been vacant ever since.

Mr Archer was not aware, until the bill arrived, that the law had changed in respect of empty buildings. He is now receiving an annual rates bill of around £4,000. The local authority is taking him to court for non-payment. He says Felpersham District Council suggests he makes an appeal against the rating assessment – he has been told the rateable value of the building is £8,250. He has spoken to the local authority arguing that the barn is agricultural but it says the building was granted planning permission for non-agricultural commercial use prior to BAC's taking on the lease and is clearly vacant so how can it be used agriculturally?

He has asked you to meet him urgently to sort this out.

Set out:

- a detailed **check list** of what you intend to do to help your client **12 marks**
- including a separate **briefing note** for your meeting with him next week.
The briefing note needs to include a summary of the recent changes in legislation regarding Empty Property Rates. **8 marks**

PAPER II Q 4

The owners of an extensive farm with several ranges of traditional buildings and varied habitats have been approached by their elderly tenant who wishes to enter into, what they understand to be, an environmental management agreement.

The farm is let under a full 1986 Act agricultural tenancy, but with no written agreement. Much of the holding is subject to an SSSI. The tenant has had a poor allocation of Single Payment entitlements.

The owners have no knowledge of this type of scheme and require your guidance.

1. Write **briefing notes** for a meeting with them on:-
 - (a) The general nature of this type of scheme. **4 marks**
 - (b) The advantages/disadvantages to the farm in joining the scheme **4 marks**
 - (c) Any matters that they should particularly consider in relation to the agreement. **4 marks**

2. The owners also require your advice, in the form of a **brief report**, on:-
 - (a) How such an agreement might affect a future re-letting of the farm. **3 marks**
 - (b) How the rent payable might be supported, given the limitations on stocking and cropping and the poor Single Payment entitlements **3 marks**
 - (c) Any other matters relating to the management of the holding that they should consider. **2 marks**

PAPER II Q 5

Your client has been approached by a development company which is hopeful of obtaining planning permission for a windfarm on his and neighbouring land. It has asked your client to enter into a lease of his land to allow the development to take place should they be successful.

Your firm has been asked to advise on the following initial matters for which you should prepare **briefing notes**:-

- (a) The general heads of terms that you would expect to be included in a lease for a development of this type. **7 marks**
- (b) The returns that he might expect. **3 marks**
- (c) Other ways to take forward the development of the site as a windfarm **3 marks**
- (d) Because of the relative proximity of the farmhouse and other dwellings, it may be that the construction of turbines on his land will not be possible. In which case the developers would wish to lay cables and construct a road through the farm to link the development on adjacent land. Advise on the form of agreements that might be appropriate in these circumstances and the payments that might be expected. **7 marks**