

**Report to:** South Cambridgeshire District Council Planning Committee 8 February 2023

**Lead Officer:** Joint Director of Planning and Economic Development

**22/04303/REM – Land Between Haverhill Road And Hinton Way, Stapleford, Cambridge**

**Proposal:** Reserved matters application for additional access points, layout, scale, landscape and appearance following outline planning permission 20/02929/OUT (Outline planning for the development of land for a retirement care village in Use Class C2 comprising housing with care, communal health, wellbeing and leisure facilities, public open space, landscaping, car parking, access and associated development and public access countryside park with all matters reserved except for access)

**Applicant:** Rangeford Villages Ltd

**Key material considerations:**

1. Design (layout, scale, landscape and appearance)
2. Highways/ Access
3. Car Parking
4. Cambridge South East Transport (CSET)

**Reason Reported to Committee:** Major application, Reserved matters application to original departure application, Wider public interest.

**Presenting officer:** Michael Hammond

**Update/ Amendments Report**

It is requested that the following paragraphs are amended as follows:

[~~Strikethrough~~ = deletion]

[Underline = insertion]

“1.8 The applicants have indicated that they expect to commence the development as soon as possible. In recognition of the potential for an alternative alignment to the CSET corridor to result in abortive landscaping works in a part of the countryside park – officers are also recommending that the S106 agreement accompanying the outline planning permission is modified to provide for the phased delivery of the country park works and its assured completion. The deed of variation to the S106 agreement would effectively seek to split the delivery of the countryside park into two phases. The first phase (comprising approximately 14ha) would still need to be ~~delivered~~ transferred to the maintenance body prior to the first occupation of the retirement care village, as per the original Section 106 Agreement wording. The second, southernmost phase of approximately 5ha would need to commence ~~by~~ no sooner than 1 April 2026 unless a Transport for Works Act Order for the CSET scheme has been made. In the event of an ongoing legal challenge or a Judicial Review to any Transport for Works Act Order, if submitted, then this deadline would be extended to no sooner than 1 April 2027. The precise wording of this proposed Deed of Variation will need to be finalised amongst all parties and it is therefore requested that the Planning Committee grants delegated authority to officers to negotiate and agree this.”

“1.9 The proposed development has been amended during the application process to address consultee comments. As a result of the amendments, officers consider that the proposal creates a well-balanced, less car dominated, more attractive and better functioning development which would be responsive to the surrounding character and layout. The proposal would continue to deliver biodiversity enhancement, and incorporate renewable energy ~~and include provision of affordable housing.~~”

“10.17 The Deed of Variation to the Section 106 Agreement for the site would phase the delivery of the countryside park into two phases. The northernmost phase of approximately 14ha would be the first phase and would need to be ~~delivered~~ transferred to the maintenance body prior to the first occupation of the retirement care village, as per the original Section 106 Agreement wording. Given GCP’s proposed programme timetable for CSET, it is proposed that the southern-most

phase of approximately 5ha would need to commence ~~by~~ no sooner than 1 April 2026 unless a Transport for Works Act Order for the CSET scheme has been made. In the event of an ongoing legal challenge or a Judicial Review to any Transport for Works Act Order, if submitted, then this deadline would be extended to no sooner than 1 April 2027. The final wording of this proposed Deed of Variation will need to be agreed amongst all parties and it is therefore requested that the Planning Committee grants delegated authority to officers to negotiate and agree this.”

### **Reason for the change to the Deed of Variation wording (Paragraphs 1.8 & 10.17)**

The original Section 106 agreement only required the transfer of the countryside park to a maintenance body prior to occupation of development and not for the countryside park to be commenced prior to occupation of development as incorrectly stated in these paragraphs of the committee report. This is in relation to Phase One of the proposed Deed of Variation to the Section 106 agreement.

In addition, in relation to Phase Two of the proposed Deed of Variation, the deadline for commencement of this element incorrectly stated “by” rather than “no sooner than” as now amended. The “no sooner than” is the appropriate wording as the reason for this is in recognition of the estimated time involved in relation to the potential for an alternative alignment to the CSET corridor and the potential resulting abortive landscaping works in this part of the countryside park.

### **Reason for the change to Paragraph 1.9**

Paragraph 1.9 incorrectly referred to affordable housing which is not part of the proposal and not a matter for consideration under this application.

Overall, the recommendation remains the same as outlined in Paragraph 10.132 of the Committee Report.

### **Report Author:**

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