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To: The Members of the **Planning Applications Committee**  
(Councillors: Edward Hawkins (Chairman), Victoria Wheeler (Vice Chairman),  
Graham Alleway, Peter Barnett, Cliff Betton, Stuart Black, Mark Gordon, David Lewis,  
David Mansfield, Charlotte Morley, Robin Perry, Darryl Ratiram, Graham Tapper,  
Helen Whitcroft and Valerie White)

**In accordance with the Substitute Protocol at Part 4 of the Constitution,  
Members who are unable to attend this meeting should give their apologies and  
arrange for one of the appointed substitutes, as listed below, to attend.  
Members should also inform their group leader of the arrangements made.**

Substitutes: Councillors Dan Adams, Paul Deach, Sharon Galliford, Shaun Garrett,  
Emma-Jane McGrath, Morgan Rise, John Skipper and Pat Tedder

#### Site Visits

**Members of the Planning Applications Committee and Local Ward Members may  
make a request for a site visit. Requests in writing, explaining the reason for the  
request, must be made to the Development Manager and copied to the Head of  
Planning and the Democratic Services Officer by 4pm on the Thursday  
preceding the Planning Applications Committee meeting.**

Dear Councillor,

A meeting of the **Planning Applications Committee** will be held at Council Chamber,  
Surrey Heath House, Knoll Road, Camberley, GU15 3HD on **Thursday, 9 December 2021  
at 7.00 pm**. The agenda will be set out as below.

Please note that this meeting will be recorded.

Yours sincerely

Damian Roberts

Chief Executive

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#### AGENDA

	Pages
<b>1 Apologies for Absence</b>	
<b>2 Minutes of Previous Meeting</b>	<b>3 - 6</b>

To approve as a correct record the minutes of the meeting of the Planning

Applications Committee held on 11 November 2021.

### **3 Declarations of Interest**

Members are invited to declare any disclosable pecuniary interests and non pecuniary interests they may have with respect to matters which are to be considered at this meeting. Members who consider they may have an interest are invited to consult the Monitoring Officer or the Democratic Services Manager prior to the meeting.

#### **Human Rights Statement**

The Human Rights Act 1998 (the Act) has incorporated part of the European Convention on Human Rights into English law. All planning applications are assessed to make sure that the subsequent determination of the development proposal is compatible with the Act. If there is a potential conflict, this will be highlighted in the report on the relevant item.

#### **Planning Applications**

<b>4</b>	<b>Application Number: 21/1003 - Princess Royal Barracks, Brunswick Road, Deepcut, Camberley, Surrey, GU16 6RN</b>	<b>7 - 102</b>
<b>5</b>	<b>Application Number: 20/0514 - 1 Middle Close, Camberley, Surrey, GU15 1NZ *</b>	<b>103 - 146</b>
<b>6</b>	<b>Application Number: Clear Spring, Brick Hill, Chobham, Woking, Surrey, GU24 8TH</b>	<b>147 - 160</b>

**\* indicates that the application met the criteria for public speaking**

**Minutes of a Meeting of the Planning Applications Committee held at Council Chamber, Surrey Heath House, Knoll Road, Camberley, GU15 3HD on 11 November 2021**

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- + Cllr Edward Hawkins (Chairman)
- + Cllr Victoria Wheeler (Vice Chairman)

- |                        |                         |
|------------------------|-------------------------|
| + Cllr Graham Alleway  | + Cllr Charlotte Morley |
| + Cllr Peter Barnett   | + Cllr Robin Perry      |
| + Cllr Cliff Betton    | + Cllr Darryl Ratiram   |
| - Cllr Stuart Black    | + Cllr Graham Tapper    |
| + Cllr Mark Gordon     | + Cllr Helen Whitcroft  |
| - Cllr David Lewis     | + Cllr Valerie White    |
| - Cllr David Mansfield |                         |

- + Present
- Apologies for absence presented

Substitutes: Cllr Shaun Garrett (In place of Cllr Stuart Black)

Members in Attendance: Cllr Sashi Mylvaganam

Officers Present: Duncan Carty, Gavin Chinniah, William Hinde  
Jonathan Partington, Eddie Scott

**38/P Minutes of Previous Meeting**

The minutes of the meetings held on 28 October 2021 were confirmed and signed by the Chairman.

**39/P Application Number: 20/1048 - 22-30 Sturt Road, Frimley Green, Camberley, Surrey, GU16 6HY**

The application was for the erection of a residential development of 160 dwellings, including the conversion of the pumphouse building into residential dwellings, to provide 36 no one bedroom and 48 no two bedroom flats; 30 no two bedroom, 37 no three bedroom and 9 no four bedroom houses, along with associated estate roads and accesses onto Sturt Road, car parking, bin and cycle storage, local area of play and external landscaping following the demolition of all other buildings.

Members were advised of the following updates on the application:

“Representations

Two further objections received neither raising any new objections.

Consultee responses

The Council’s Climate Change Officer has raised no objections to the proposal indicating that proposed Condition 34 and energy efficiency proposals in place

indicates a suitable response to deliver compliance with current policies to achieve Carbon Dioxide reductions at the site.

#### Clarification

In first sentence of Paragraph (iv) of the Second Update report, additional text (in bold) is added:

‘...at around 17-32 dwellings per hectare per hectare for **houses** and flats typically at a density of 55 dwellings per hectare.’

The affordable housing review mechanism is to be undertaken at **50% sales.**”

As the application had triggered the Council’s public speaking scheme, Mr Alister Mogford and Mr David Whitcroft, on behalf of the Mytchett, Frimley Green & Deepcut Society, spoke in objection to the application. Ms Zena Foale-Banks spoke as the agent on the application, and was assisted by Mr David Gilchrist, Berkeley Homes; Mr Mayler Colloton, Clague Architects; Mr Phil Bell, Motion Transport Planning; and Mr Matt Fitzpatrick, Abbey Consultants in respect of answering questions from the Committee.

Members had reservations in respect of the scheme in regards to its density, cumulative scale and mass and some felt the proposal entailed overdevelopment. There were also concerns expressed in respect of the parking layout and the lack of sufficient readily accessible, designated amenity space in respect of the flatted developments.

In addition, as it was felt that the proposed bus stop improvement scheme in regards to the southbound bus stop (to the east of Sturt Road) was narrow and unsuitable as to location, it was sought by Members that informative 1 of the Officer recommendation be amended to advise the applicant that they were encouraged to engage in dialogue with the County Highways Authority with a view to the installation of a southbound layby bus stop next to the main entrance of Frimley Lodge Park. This was in order to ensure visual and residential amenities were not compromised and to promote alternative modes of transport to the car.

The officer recommendation, including the amended informative, was proposed by Councillor Edward Hawkins, seconded by Councillor Robin Perry and put to the vote and lost. As the officer recommendation was lost, as per paragraph 18.3.6 Part 4 Section D of the constitution an alternative proposal was sought.

Following much debate, it was considered by some Members that the proposed parking layout of the proposed scheme had the potential to make parking dominant in the streetscene, which was in conflict with the guidance in Section 6 of the Council’s Residential Design Guide. In order to further protect visual amenity, it was agreed that condition 16 would be bolstered or a new condition added; to require the applicant to provide soft landscaping specifically with the goal of screening the proposed parking spaces and to reduce the dominance of parking within the streetscene.



The proposal to grant the application with the amended condition 16, or if deemed appropriate a new condition; in addition to the amended informative 1, and the conditions and informatives in the Officer report was proposed by Councillor Edward Hawkins, seconded by Councillor Robin Perry and put to the vote and carried.

**RESOLVED that application 20/1048 be granted subject to the conditions and informatives in the officer report, as amended.**

**Note 1**

It was noted for the record that Councillor Helen Whitcroft declared that one of the public speakers on the application was her father and she had spoken to the Mytchett, Frimley Green & Deepcut Society in respect of the application. However she came into the meeting with an open mind.

**Note 2**

In accordance with Part 4, Section D, paragraph 18 of the Constitution, the voting in relation to the application was as follows:

Voting in favour of the officer recommendation to grant the application, with amended informative 1:

Councillors Graham Alleway, Shaun Garrett, Edward Hawkins, Charlotte Morley, Robin Perry and Darryl Ratiram.

Voting against the officer recommendation to grant the application, with amended informative 1:

Councillors Peter Barnett, Cliff Betton, Mark Gordon, Graham Tapper, Helen Whitcroft, Valerie White and Victoria Wheeler.

Voting in favour of the alternative proposal to grant the application subject to the conditions and informatives in the officer report, with the amended informative 1 and amended condition 16:

Councillors Graham Alleway, Shaun Garrett, Mark Gordon, Edward Hawkins, Charlotte Morley, Robin Perry and Darryl Ratiram.

Voting against the alternative proposal to grant the application subject to the conditions and informatives in the officer report, with the amended informative 1 and amended condition 16:

Councillors Peter Barnett, Cliff Betton, Graham Tapper, Helen Whitcroft, Valerie White and Victoria Wheeler.

Chairman

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21/1003/MPO

**Reg. Date**

17 September 2021

Mytchett &amp; Deepcut

<b>LOCATION:</b>	Princess Royal Barracks, Brunswick Road, Deepcut, Camberley, Surrey, GU16 6RN,
<b>PROPOSAL:</b>	Application to vary the section 106 agreement, as varied, in respect of hybrid permission 12/0546, as amended by 18/0619 and 18/1002 to amend the delivery or occupation or payment triggers for the completion of the Village Green and combined NEAP/LEAP, the provision of the Sports Hub, the Formal Park, the Allotments, the Basingstoke Canal Towpath contribution, shared pedestrian/cycle infrastructure, various highway works, bus infrastructure; to amend the clauses to Junction 3 M3 to allow for a payment of a contribution in lieu of works; to amend the highway layout at the junction of Frimley Green Road with Wharf Road and Guildford Road to provide a roundabout scheme, the phased provision of the Southern SANG, option to extend the management company for the SANGs to all non residential land areas, amend the Bellew Road Closure clause and consequential amendments to the definitions, clauses and plans.
<b>TYPE:</b>	Modification & Discharge of Obligation
<b>APPLICANT:</b>	Secretary Of State For Defence
<b>OFFICER:</b>	Mrs Sarita Bishop

This application is being brought to the Planning Applications committee as the proposal is to modify a section 106 legal agreement connected to the grant of planning permission by the Planning Applications committee

## **RECOMMENDATION: AGREE AMENDMENTS**

### **1.0 SUMMARY**

- 1.1 This application is submitted by the Secretary of State for Defence. The application seeks to modify the Section 106 legal agreement dated 17 April 2014 as follows:
- to amend, add and/or delete definitions;
  - amend triggers for the delivery of works or payment of contributions;
  - amend or delete plans;
  - amend/delete provisions

as set out in detail below and the Assessment Report which is attached as Annex A.

- 1.2 The applicant has submitted a Heads of Terms agreement which sets out, in principle, proposed amendments to the section 106 agreement. A briefing note has also been submitted which sets out the background to the application and the reasons why the proposed changes are being sought. This is attached as Annex B.

- 1.3 A detailed assessment of the application has been made which has resulted in various amendments to the proposal. This assessment sets out the proposed changes in the context of the relevant planning considerations and the reasons for the recommendations made to the Planning Applications Committee.

## **2.0 SITE DESCRIPTION**

- 2.1 The Princess Royal Barracks site has an overall site area of some 114 hectares. This former military site has permission for a major residential development totalling 1,200 new dwellings, with associated public open space, community facilities, a primary school, retail and commercial uses and access and highway works.
- 2.2 The redevelopment is divided into 6 phases, three non-residential (1, 3 and 5) and three delivering housing (2, 4 and 6).
- 2.3 Phase 1 which includes the provision of the spine road (now Mindenhurst Road), the Village Green, pond and play areas, the Green Swathe, the Green Swale and the Central SANG are generally complete except for some outstanding remediation and landscaping works.
- 2.4 Phase 2 comprising Phases 2a and 2b and Phase 4a comprising 363 dwellings are currently under construction.
- 2.5 Phase 3a which comprises the primary school and nursery is complete and has been handed over to Surrey County Council. Phase 3c comprising the public house is under construction with a view to opening early Spring 2022.
- 2.6 The remainder of Phases 3 and 4 and all of Phases 5 and 6 have not yet been the subject of reserved matters applications.
- 2.7 This application also relates to land outside the application site in Deepcut, Frimley Green, Camberley and Lightwater specifically in relation to highway works. The majority of this land is already within the public highway. The main exception to this is a small piece of common land on The Green in Frimley Green.

## **3.0 RELEVANT HISTORY**

- 3.1 12/0546 Hybrid planning application for a major residential led development totalling 1200 new dwellings with associated public open space, community facilities, a primary school, retail and commercial uses, access and highways works. Approved 6 April 2014. The Section 106 agreement for this application was signed on 17 April 2014.

As this was a hybrid application full planning permission was granted for the residential conversion of the Officers Mess building (now Phase 6e), the Sergeants Mess building (now Phase 4g) and the Headquarters of the Director or Logistics building (now Phase 4e) to provide a total of 81 flats. There is no requirement to provide affordable housing for these phases.

The outline element of the application included the approval of means of access and the following matters to be the subject of later reserved matter applications:

- 1,119 new build dwellings of which 35% would be affordable; (Officer note this would equate to an overall provision of 420 dwellings as it would also address the non provision on the converted buildings);

- A 2 form entry Primary School, together with a nursery facility;
- A foodstore;
- Local shops;
- Space for medical facilities to accommodate GPs/dentists;
- A library building with co-located police desk and village visitor centre;
- A public house
- Retention of the Garrison Church of St Barbara as a religious facility with a replacement church hall;
- Provision of 69.12 hectares of public open space comprising;
- 35 hectares of SANGs and 1.07 hectares of link between the Southern and Central SANGs;
- 19.85 hectares of semi natural open space (ANGST);
- A 2 hectare Village Green;
- 1.16 hectare Allotments;
- 2.54 hectares of formal Parkland;
- Areas of amenity green space within the residential areas;
- Dedicated play spaces within the residential areas
- A care home;
- Improved footpaths, cycleways, public transport linkages and highway improvements; and
- A Sustainable Urban Drainage system.

The development commenced on 11 August 2017.

- 3.2 On 8 March 2016 the original section 106 agreement was varied to bring forward the delivery of the Central SANG to include the SANG hut before the Southern SANG due to unforeseen delays in the Ministry of Defence vacating the site (the first variation).
- 3.3 On 12 May 2017 a second deed of variation to the original section 106 agreement as subsequently amended was signed to amend various definitions including in relation to the Central SANGs, the combined NEAP/LEAP, the Southern SANGs, the Sports Hub, the Travel Plan Monitoring Fee, the Travel Plan and the Village Green. Various provisions relating to education, open space, highways, sustainable travel, community facilities and the public house were also agreed.
- 3.4 12/0546/4/NMA Variation to conditions 35 (CSH), 48 (provision of the library) and 50 (provision of church hall attached to the hybrid permission to remove the need for final certificates to be submitted in respect of CSH, to provide an either or scenario for the provision of the library building to tie in with the section 106 agreement and to double the size of the church hall. Approved 13 August 2018 but it is noted that condition 50 was deemed to be a material change and remained as originally drafted.
- 3.5 18/0619 Section 73 application to vary condition 51 (public house) Phase 3c of the hybrid permission to allow for a larger public house with an increase in floor area from 220 square metres to 1000 square metre and in site area from 0.12 hectares to 0.4 hectares. Approved 19 July 2019. The section 106 legal agreement was amended to link this permission to the original obligations (the third variation). This permission is also linked to 19/0440 below.

- 3.6 18/1002 Section 73 application to vary condition 50 (church hall) Phase 3d of the hybrid permission to allow for a larger church hall with an increase in floor area from 125 square metres to 250 square metres. Approved 14 November 2019. The section 106 legal agreement was amended to link this permission to the original obligations (the fourth variation).
- 3.7 21/0004/DTC Submission of details to comply with condition 9 (affordable housing) attached to planning permission 12/0546 dated 4 April 2014 (as amended by 18/0619 dated 19 July 2019 and 18/1002 dated 14 November 2019 in respect of residential parcels comprising Phases 4b, 4c, 4d, 4f, 4h, 6a, 6b, 6c and 6d. This was considered at the Planning Applications committee held on 28 October 2021 where it was resolved to agree the details subject to a legal agreement to secure a minimum of 15% affordable housing and a mechanism to review the viability of the scheme. This agreement is currently being drafted.
- 3.8 21/0968/NMA. This proposal is associated with the current application. If the current proposal is agreed permission is sought to update conditions 10 (care home, Phase 4i), 17 (village green Phase 1), 18 (allotments Phase 5e) and 19 (formal parks/gardens Phases 5g and 5h). The NMA application is awaiting the outcome of the application under consideration.
- 3.9 21/1163/RRM Reserved Matters application pursuant to Condition 4 for the Formal Park (Phase 3b) with access, layout, scale, appearance and landscaping being considered and the partial submission of details pursuant to conditions 16 (Ecological Mitigation and Management), 21 (LAP's and LEAPs), 29 (Tree Retention and Protection), 32 (Hard and Soft Landscaping) and 33 (Landscape Management Plan) attached to 12/0546 as amended by 18/0619 and 18/1002 and Schedules 5 Part 10 (formal park) and 9 Part 9 (LEAPS and LAPS) of the Section 106 agreement dated 17 April 2014 as varied. This application has been recently received and is out to consultation.

#### **4.0 THE PROPOSAL**

4.1 The applicant has submitted this proposal to address the following matters:

- resolve conflicts between the planning permission, approved plans and the section 106 agreement;
- to amend, add and/or delete definitions;
- amend triggers for the delivery of works or payment of contributions;
- amend or delete plans;
- amend/delete provisions

For ease of reference these are set out in more detail on the Assessment Report.

The applicant has also provided a briefing note which explains the background to this application and why the proposed changes to the section 106 agreement have been submitted. .

4.2 The original submission included changes to the healthcare and library facilities and some of the highway provisions. However as these clauses have been complied with under the original agreement it is not necessary to amend them under the terms of this proposal. The applicant has also withdrawn the proposed amendment to Appendix 3 which sets out the details of the Proposed Management Entity (but see paragraph 7.6 below), the removal of

the Council's approval for the SANGS Information Pack and the surety proposed instead of the bond for the SANGS as the Council would not support these amendments. Where changes to the proposed wording have been negotiated by the Borough Council and/or the County Council these are set out in the assessment report.

## 5.0 CONSULTATION RESPONSES

5.1	County Highway Authority (CHA)	No objection. A copy of their consultation response is attached as Annex C.
5.2	Surrey County Council Infrastructure	No objection to the proposed changes in relation to the Primary School and Nursery. Whilst it has no objection in principle to the proposed changes in terms of library provision it has sought clarity on the Deepcut area and requested that the area is defined as Frimley Green, Camberley and Lightwater for the purposes of this provision. An extension to the period for the return of any contribution from 5 years to 10 years is also requested. <i>[Officer comment: this is no longer relevant in relation to the library facility as this amendment has been withdrawn from the proposal. In any event given that the library contribution is to serve Deepcut residents the definition of area is considered to be sufficiently clear and the potential delay in spending the contribution from 5 years to 10 years is not considered appropriate]</i>
5.3	Natural England	No objection subject to a circular walk being provided in the Southern SANGS. The applicant has confirmed that this will be provided see Schedule 5 Part 2 Provision of SANGS land paragraph 1.9 in the Assessment Report.
5.4	Greenspaces Team	No views received
5.5	Nicola Airey Frimley Clinical Commissioning Group	No views received <i>[Officer comment: no longer relevant as healthcare amendment withdrawn]</i>
5.6	Highways England	No objection to the original clause nor to the revised clauses relating to Junction 3 of the M3.
5.7	Windlesham Parish Council (WPC)	Objection to the original changes to the M3 provisions on the grounds that mitigation to address the impact of the development will be delayed. WPC have been notified of the revised clauses on Junction 3 M3. Any views received will be given to the meeting.
5.8	Basingstoke Canal Authority	No views received.
5.9	Surrey Police	Recommends that a condition be imposed relating to Secure by Design <i>[Officer comment: this would be relevant to applications for the reserved matters rather than the application under consideration]</i>
5.10	Common Land	No views received.
5.11	Housing Manager	No objection
5.12	Guildford Borough Council	No views received.

5.13 Woking Borough Council No views received.

## 6.0 REPRESENTATION

- 6.1 A total of 1161 individual letters were sent out to properties in Deepcut and Frimley Green including the Deepcut Neighbourhood Forum and the Deepcut, Frimley Green and Mytchett Society. Press notices were put in the Surrey Advertiser and the Camberley News. A total of 18 site notices were displayed in Deepcut (10), Frimley Green (7) and one at the M3 roundabout junction at Lightwater.
- 6.2 Three responses have been received, with a combined response from the Deepcut, Frimley Green and Mytchett Society and Deepcut Neighbourhood Forum, which raise the following matters which predominantly relate to highways:

Para 10.2 should make specific reference to the appropriate drawing which is Frimley Green Alternative Improved Mini Roundabout Option2A: Optimised Mini Roundabouts Drawing WIE-SA-03-011/2A-A03.; *[Officer comment This plan is based upon the Frimley Green Indicative Junction Improvement Plan which is proposed to be used for the purposes of this application. The CHA advises that the layout will evolve as part of the s278 detailed design process. The CHA wishes to reassure the Mytchett, Frimley Green & Deepcut Society & Deepcut Neighbourhood Forum that the wording of the S106 Agreement and the subsequent S278 Agreement are required to be robust to protect the Highway Authority interests in all regards. Such documents also allow reasonable flexibility so as not to delay implementation, whilst retaining a robust level of control. As custodians of the highway, it is in our vested interest to ensure developers deliver on their obligations and to ensure works are constructed to a safe and acceptable standard in line with the principles of the scheme that has been discussed and agreed with residents. The detail provided at this stage is perfectly adequate for the purposes of this DoV and it is not until the detailed design stage that the more detailed technical matters are considered].*

Para 10.4 is factually incorrect – the new design largely outperforms the old traffic lights design at peak times. No assessment was done on off peak impact.*[Officer comment: the CHA has confirmed that Off peak assessments are not necessary and rarely required in most circumstances]*

Object to inclusion of “unless agreed in writing” to avoid a further Deed of Variation *(Officer note; please refer to the commentary in the assessment report, to be clear any future changes will be referred to the Planning Applications committee for consideration);*

The proposed rewording of clause 2.12 refers to a drawing. The “General Arrangement” drawing provided shows the Common Land impact only. It does not show the agreed junction improvement design; *[Officer note: Reference is proposed to be made to the plan - Frimley Green Indicative Junction Improvement Scheme. The Society/Neighbourhood Forum have been advised of this action]*

The original planning application included the full junction design (the traffic light design) and the planning committee should sign off the revised design in full knowledge not just the common land impact *[Officer comment Reference is now proposed to be made to the plan - entitled Frimley Green Indicative Junction Improvement Scheme:]*

Dedication of “any required land” as highway should be “land as specified” in the drawing *[Officer comment: The CHA has advised that the wording has been changed to ensure that all land required is dedicated so provides greater strength. The suggestion by the Author would weaken their position];*



The people of the area have been subjected to continuing disruption, inconvenience, delays and all promised that thing would improve;

For developers to claim a vast reduction in improvements, benefits and to propose saving money (for them) is ridiculous; *[Officer comment: there is no reduction in the measures secured in the original section 106 agreement, the proposal relates to the timing of the provision of works/payment of contributions and updates to plans/definition]*

To renege on these contracts should involve an open and public debate with binding results to the benefit of all parties involved including residents *[Officer comment: the submitted application has been the subject of extensive public consultation and planning legislation allows for variations to legal agreements]*

The neighbour notification letter is unintelligible – we do not know what was being proposed for Bellew Road nor do we understand the amendment; *[Officer comment: It is recognised that the description of the proposal is detailed and efforts were made to simplify the wording of what is a complicated proposal relating to a legal agreement]*

Bellew Road is a private road and no-one has been in contact with them about the closure of their road; *[Officer comment: The CHA will consult residents/owners of the road as part of the road closure process in due course]*

The standard of information made available to the public is not acceptable as is the lack of communication. *[Officer comment: The proposals are detailed and where residents have made specific queries they have been responded to individually]*

## **7.0 PLANNING CONSIDERATION**

7.1 The main determining issues to be considered are whether the proposed changes are acceptable in securing the delivery of the residential led development at the Princess Royal Barracks in a timely manner whilst ensuring the requisite works and facilities are provided.

### **7.2 Background**

7.2.1 To date the applicant has provided a new primary school and nursery, new open space including the Village Green with a NEAP/LEAP and pond, the Central SANG including the SANG hut, the Green Swathe and the Green Swale and various highway works including a new Spine Road, a new roundabout at the junction of Deepcut Bridge Road, Newfoundland Road and Blackdown Road, a pedestrian/cycle route which runs between the new roundabout and Brunswick Road, improvements to access to the Basingstoke Canal and the cycleway across Frith Hill from Deepcut to Tomlinscote Way. It is noted that, amongst other matters, land contamination and the delay in the site being vacated by the Ministry of Defence have impacted finances and the delivery of the development.

7.2.2 The applicant has provided a briefing note in support of the application. In summary

- The S106 Deed of Variation is proposed to represent the final suite of changes to the agreement to facilitate the delivery of the remainder of the hybrid permission before it expiry in April 2024.
- The amendments propose updates to the agreement to reflect the reserved matters approvals granted on the site to date. These are essential changes to provide consistency between the approvals and the S106 agreement.
- The proposed amendments would support the site being eligible for the Help to Buy scheme, support the successful marketing of the site in accordance with the recently agreed Affordable Housing Strategy and ongoing viability.

The proposed amendments also seek to address issues where compliance is linked to occupation triggers which has been an issue raised by both developers and residents seeking to secure Help to Buy funding. The amendments would also support land sales by giving certainty to developers.

- 7.2.3 As previously advised as part of the application on the provision of affordable housing, the remaining land parcels will be marketed in batches by Spring 2022. The reason for this is that the planning permission expires in April 2024. This means that between Spring 2022 and April 2024 all land sales need to be completed and the developers need to design their schemes, progress pre-application consultation with the Council and Design Review Council and formally submit their Reserved Matters applications.

### **7.3 Policy Context**

- 7.3.1 The planning policy considerations have not materially changed since the granting of the hybrid approval in 2013 and there has been no material change, as is relevant to the determination of this application, in the National Planning Policy Framework (NPPF) or the suite of documents forming the Council's Development Plan. In light of this the principal considerations in the determination of this application are whether they are acceptable within the terms of the hybrid permission, Policies CP4, CP5, CP6, CP8, CP9, CP11, CP12, CP13, CP14A & B, DM7, DM9, DM10, DM11, DM12, DM13, DM14, DM15, DM16 and DM17 of the Surrey Heath Core Strategy and Development Management Policies 2012 and the Deepcut Supplementary Planning Document (SPD).

- 7.3.2 Policy CP4 of the above document is the overarching policy for the redevelopment of the Princess Royal Barracks. It sets out the criteria for the creation of a new community that is vibrant, sustainable, comprehensive and well designed. This will be achieved through the provision of:

- A safe and high quality environment; (also addressed by Policy DM9)
- Affordable housing; (also addressed by Policies CP5, CP6 and CP12)
- Local employment; (also addressed by Policies CP8 and DM13)
- Retail provision; (also addressed by Policies CP9 and DM12)
- An enhanced village centre; (also addressed by Policies CP9 and DM12)
- Community infrastructure; (also addressed by Policies CP12 and DM14)
- Physical infrastructure that is climate change resilient; (also addressed by Policy DM10)
- Development that achieves CO2 reduction and water efficiency in line with Code 6 of the Code for Sustainable Homes; (also addressed by Policy DM7)
- Commercial or industrial development achieving zero carbon and efficient use and recycling of other resources in line with national requirements;
- Measures to reduce the impact of traffic upon and arising from Deepcut to include reducing demand for travel, improved public transport provision, a safe and integrated footpath/cycle route linking to neighbouring settlements and key services and improvements to the surrounding highway network; (also addressed by Policies CP11, CP12 and DM11)
- Measures to avoid new development having an impact upon the European Sites; (also addressed by Policy CP14B)
- Measures to avoid new development having an impact on the features and sites of local importance to biodiversity; (also addressed by Policy CP14A)
- The maintenance of the countryside gap to adjoining settlements
- Open space to include formal public open space and informal open space including Suitable Alternative Natural Green Space (SANGS) (also addressed by Policies CP13, CP14A, 14B, DM15 and DM16)
- Enhancement of the setting of and improved linkages to the Basingstoke Canal; (also addressed by Policies CP14A and DM17) and

- Measures to avoid new development having an impact upon the features and sites of heritage importance including the Basingstoke Canal (also addressed by Policy DM17)

7.3.3 The Deepcut SPD provides detailed guidelines and standards on how the Deepcut vision will be realised including layout, open space, SANGS, transport, highways parking, retail and commercial facilities, community and cultural facilities, trees and landscaping and physical infrastructure.

#### **7.4 The hybrid planning permission (12/0546) and section 106 agreement as varied**

7.4.1 The report that was considered by Full Council sitting as the Planning Applications committee in July 2013. In resolving to grant permission the committee subject to the completion of a section 106 agreement to secure the various matters including:

- Affordable housing;
- Education;
- Sports and Open Space;
- SANGS;
- Highway Infrastructure and Sustainable Travel Initiatives;
- Community Facilities

#### **7.5 The applicant's submission**

7.5.1 The application is accompanied by proposed Heads of Terms document. This sets out the principles for the amendment of the agreement in detail with an assessment of the amendments in the context of the hybrid permission, the existing section 106 agreement as modified and the Deepcut SPD.

7.5.2 The application seeks to address inconsistencies between the original section 106 agreement and the hybrid permission, 12/0546 and to update the agreement to reflect the reserved matters approvals that have subsequently been granted. It also seeks to set realistic and achievable timescales for the delivery of works and payment of contributions based on the implementation of the development to date.

7.5.3 The application also seeks to support the marketing of the remaining land parcels in accordance with the recently approved Affordable Housing Strategy and to ensure that all the parcels can be sold before the expiry of the hybrid permission in April 2024. The original S106 agreement was drafted based on the typical scenario where the developer of the dwellings is also responsible for the provision of the associated infrastructure to support the dwellings. However this is not what has happened at Deepcut. The applicant is responsible for the delivery of the site infrastructure with the residential developers only responsible for the development of the residential plots.

7.5.4 The main issue raised by potential developers is that in order to proceed with the completion of land purchases they are requiring no obstacles outside their control that would block full occupation of their parcels by future residents. Given that all the residential parcels, with the exception of Phase 6d, are currently being marketed, the proposed amendments to the triggers are to address potential conflicts between occupation and delivery of works/payment of contributions which would undermine the land sales process.

7.5.4 The application also seeks to secure Help to Buy funding eligibility for future residents on the site. The residential development market is highly dependent on the Help to Buy scheme. Where a site is not eligible for the scheme it can prevent it from selling and can prevent first time buyers from purchasing property. Lack of eligibility can also make any dwellings already constructed, unaffordable to first time buyers. The S106 agreed in 2014 could not have anticipated the current Help to Buy requirements.

7.5.5 The eligibility requirements for the scheme have recently altered. Residential developments need to demonstrate compliance with pre-occupation conditions and S106 obligations in order for funds to be allocated to purchasers. As currently drafted the S106, current and future parcels at Deepcut may not be eligible for funding which is a major disadvantage to success of Mindenhurst. The proposed amendments would allow existing dwellings on the site to be eligible for the Help to Buy Scheme and support the eligibility of future parcels.

## **7.6 The Council's response**

7.6.1 The redevelopment of the Princess Royal Barracks commenced in August 2017. The delay in commencing development, which was also adversely impacted by the delayed military decant from the site, and unforeseen issues which arose particularly concerning contaminated land, have meant that date triggers have been or will be missed. Whilst date triggers are proposed to be removed, occupation triggers, albeit amended to address potential issues associated with compliance issues with Help to Buy and land sales, are retained to ensure that mitigation is in place to address the impact of the development. Each change has been considered in detail in the Assessment report and are generally considered to be acceptable. Where they are not or require further clarification, the reason(s) are also set out in this report.

7.6.2 However in recommending particular clauses for approval, it has become clear that this has resulted in consequential changes to clauses not identified by the applicant. The most significant of these relate to the proposed Management Entity and the completion certificates and notices. There is no objection to a Management Entity being proposed for the potential future management of the non residential areas. In practice this relates to open space and allotments as set out Schedule 5 Part 5 ANGST, Part 6 Village Green and Combined NEAP/LEAP Part 7 Provision of Sports Hub, Part 8 Provision of Other Open Space, Part 9 Provision of LEAPS and LAPS outside the Sports Hub), Part 10 Provision of the Formal Park and Part 11 Provision of Allotments. It is necessary to have additional clauses which would deal with the steps/works/funding which would be required if these areas of land are to be transferred to a Management Entity. In this regard it is proposed to base these additional clauses on the paragraphs 10-12 in Part 2 Provision of SANGS Land.. The applicant has agreed to the inclusion of these paragraphs for the above areas with the method of funding to be agreed as part of the detailed drafting of the agreement. Consequential amendments are required to Appendix 3 to take into account the additional land which could be transferred to the Management Entity to which the applicant has agreed. The introduction of these paragraphs is considered to supersede the proposed amendment "as applicable" to be added to the completion certificates/notices but no objection is raised to this wording.

7.6.3 The original agreement had no reporting mechanism for commencement or occupation of dwellings. This has been discussed with the applicant and a reporting mechanism has been agreed with a progress report to be provided every three months. This will give the Council information it needs to ensure that works are undertaken/payments made.

7.6.4 The Council is aware of the compliance issues associated with Help to Buy and the current S106 which are preventing future residents being able to complete their house sales and developers concerns about purchasing residential parcels. The assessment report seeks to balance all the stakeholders interests to ensure that measures or contributions previously secured are retained whilst facilitating the ongoing delivery of the residential parcels in a timely manner.

## **8.0 POSITIVE/PROACTIVE WORKING**

8.1 Under the Equalities Act 2010, the Council must have due regard to the need to eliminate discrimination, harassment or victimisation of persons by reason of age, disability, pregnancy, race, religion, sex and sexual orientation. This planning application has been processed and assessed with due regard to the Public Sector Equality Duty. The proposal is not considered to conflict with this Duty.

8.2 In assessing this application, officers have worked with the applicant in a positive, creative and proactive manner consistent with the requirements of paragraphs 38-41 of the NPPF. This included the following:-

- a) Provided or made available pre application advice to seek to resolve problems before the application was submitted and to foster the delivery of sustainable development.
- b) Provided feedback through the validation process including information on the website, to correct identified problems to ensure that the application was correct and could be registered.
- c) Have suggested/accepted/negotiated amendments to the scheme to resolve identified problems with the proposal and to seek to foster sustainable development.
- d) Have proactively communicated with the applicant through the process to advise progress, timescale or recommendation.

## **9.0 CONCLUSION**

9.1 The delivery of the Deepcut vision to provide a high quality residential led development which will also deliver valuable new community services is important to the village of Deepcut. The associated infrastructure and mitigation will ensure that the development is accommodated without significant impact on the environment or existing Deepcut residents. Whilst the delays in delivery are disappointing there is no reduction in the measures or contributions which were secured in the original agreement.

9.2 The Council may determine to refuse the application or seek different triggers. However the applicant has indicated that such action is likely to prejudice the overall deliverability of the development. Princess Royal Barracks is critical to the Council's Five Year Housing Land supply. If housing delivery does not continue on this site then it places the Council at serious risk of not being able to demonstrate a Five Year Housing Land supply which in turn makes the Borough vulnerable to development being allowed on appeal in less acceptable locations.

## **10.0 RECOMMENDATION**

AGREE PROPOSED AMENDMENTS TO SECTION 106 AGREEMENT, AS PREVIOUSLY VARIED, TO BE DRAFTED IN DETAIL BROADLY IN ACCORDANCE WITH THIS REPORT AND THE ASSESSMENT REPORT

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ASSESSMENT REPORT	ANNEX A		
Provision	Existing clause ( if only part of a clause/subclause is quoted it is because the remainder of the clause is unchanged)	Proposed amendment (change in italics)	Assessment
<u>Definitions</u>			
ANGST Land	Means that part of the Site to be used as natural and semi-natural open space (excluding the SANGS land) as shown indicatively on Plan 1 comprising a total area of 19.85 (nineteen point eight five) hectares across the site	Means that part of the Site to be used as natural and semi-natural open space (excluding the SANGS land) as shown indicatively on Plan 1 comprising a minimum area of <i>19 (nineteen)</i> hectares across the site	<p>There is no condition on the hybrid permission concerning the provision of ANGST. However Plan 1 (the Indicative Land Use Plan) in the agreement indicatively shows where ANGST is envisaged to be provided. This plan is not an approved plan for the purposes of the hybrid permission and is not drawn to scale.</p> <p>The Deepcut SPD advises that a provision of ANGST of 3.53 hectares per 1000 population would be appropriate for Deepcut..</p> <p>If the maximum number of 1200 dwellings were to be achieved the existing ANGST</p>

ANGST Land			<p>provision would support an average occupancy rate of 4.7 per dwelling compared to the proposed minimum ANGST area which would have an average occupancy rate of 4.5 per dwelling.</p> <p>The proposed amendment is considered to maintain an appropriate minimum provision to serve future residents of Mindenhurst and is acceptable</p> <p><b>Recommendation:</b> Agree amendment</p>
Basingstoke Canal Towpath Works	(a) (ii) materials – the construction of a 3 (three) m wide (except pinch points) tar and chip Fibredec surface with crushed limestone base, sheet pile and gabion canal bank protection and tree removal	(a) (ii) materials – the construction of a 3 (three) m wide (except pinch points) <i>all weather surface and all ancillary works not exclusively including</i> canal bank protection and tree removal	<p>The revised wording of this definition is at the behest of Surrey County Council. Please also see commentary in respect of Schedule 7 Part 4 below.</p> <p>The County Highway Authority (CHA) : No objection.</p> <p><b>Recommendation:</b> Agree amendment</p>



<p>Central SANGS</p>	<p>Means that part of the Site in the relevant Phase to be commenced to be used as SANGS as shown indicatively on Plan A comprising an area of 13 (thirteen) hectares and including the SANGS Site Hut</p>	<p>Means that part of the Site in the relevant Phase to be commenced to be used as SANGS as shown indicatively on Plan A <i>comprising a minimum area of 13.25 (thirteen point two five) hectares</i> and including the SANGS Site Hut</p>	<p>As currently drafted the Central SANG would support the delivery of 500 dwellings. The proposal clarifies that the SANGS Site Hut is to be included within the definition of the Central SANGS.</p> <p>0.25ha originally to be provided as part of the Southern SANG is now proposed to be provided within the Central SANG ie the overall provision of SANG land within the Central and Southern SANGS remains the same but with 0.25ha of SANG being provided within an earlier timeframe than previously agreed.</p> <p>Natural England: No objection.</p> <p><b>Recommendation:</b> Agree amendment</p>
<p>Development</p>	<p>means....b (iv) provision of 69.12 (sixty nine point one two) ha of public open space comprising:-</p>	<p><i>means b (iv) provision of public open space comprising</i></p>	<p>The definition of the SANGS land in the existing agreement means collectively the Central SANGS, the SANGS Link and the Southern SANGS.....</p>

<p>Development</p>	<p>a. SANGS totalling 35 (thirty five) hectares;</p> <p>b. a SANGS link totalling 1.07 (one point zero seven) hectares;</p> <p>c. semi natural open space (ANGST) totalling 19.85 (nineteen point eight five) hectares;</p> <p>d. a village green of 2 (two) hectares in addition to amenity space within the new residential areas;</p>	<p>a. <i>SANGS and SANGS Link of minimum 35 (thirty five) hectares</i></p> <p>b. <i>semi natural open space (ANGST) of minimum of 19 (nineteen) hectares;</i></p> <p>c. <i>a village green of minimum 1.8 (one point eight) hectares in addition to amenity space within the new residential areas;</i></p>	<p>comprising a total area of 35 hectares.</p> <p>This clarifies that the SANG Link of 1.07 ha is provided as part of the 35 hectare provision and is consistent with the existing definition for SANGS.</p> <p>Natural England: No objection.</p> <p><b>Recommendation:</b> Agree amendment.</p> <p>See commentary on definition of ANGST</p> <p>The Village Green is available for use. As built it reflects the previous reserved matters approvals for this area and that approved under application reference 19/0735/RRM.</p> <p>The area to the north of Brunswick Road which includes the NEAP/LEAP and Village Pond has an area of</p>
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<p>Development</p>			<p>some 1.87 ha with the triangle of land to the south bounded by Brunswick Road and Deepcut Bridge Road having an area of some 0.77ha. This provides a total area of some 2.6 ha.</p> <p>Plan 1 in existing agreement (please also see comments under definition of ANGST concerning the accuracy of this plan) shows the Village Green to include the triangle of land to the south.</p> <p>Given its relationship to the public highway it is likely that this piece of land will be adopted by the CHA. If this were to happen it would be part of the public highway rather than Village Green, albeit that there would be no visual change to the current situation.</p> <p>The amended wording is proposed to address the potential adoption by the CHA whilst remaining in compliance with the legal agreement.</p>
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<p>Development</p>	<p>e. allotments of 1.16 (one point one six) hectares;</p> <p>f. a sports hub including built facilities (e.g. changing rooms) of 7 (seven) hectares;</p> <p>g. parkland of 2.54 (two point five four) hectares; and</p>	<p>d. allotments of <i>minimum</i> 1.16 (one point one six) hectares;</p> <p>e. a sports hub including built facilities (e.g. changing rooms) of <i>minimum</i> 7 (seven) hectares;</p> <p>f. <i>parkland of minimum 2.24 (two point two four) hectares comprising Formal Park and existing Blackdown Road Playing Fields</i></p>	<p>If the CHA did not adopt this land it would remain as part of the Village Green and would be transferred as such to the Council or Management Entity in due course.</p> <p><b>Recommendation:</b> Agree to the amendment.</p> <p>This provides a minimum site area and is acceptable</p> <p><b>Recommendation:</b> Agree amendment</p> <p>This provides a minimum site area and is acceptable</p> <p><b>Recommendation:</b> Agree amendment</p> <p>This amendment seeks to clarify the location of the parkland. Plan 1 in the existing agreement defines the Park to be the military cemetery, the Parade Ground, the Garrison Church of St Barbara and land to the north of the Parade Ground which</p>
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<p>Development</p>			<p>includes the site for the church hall, all to the east of Deepcut Bridge Road and north of the Village Green. Blackdown Road Playing Fields is also included in the Park area (this remains unchanged at 1.25ha).</p> <p>It is clear that the military cemetery and the Garrison Church, having an area of some 0.4ha, would not be parkland but would provide a setting for the proposed Formal Park. This reflects the intention of the SPD. These areas are proposed to be excluded from the Park area for the purposes of this application and redefined as Church grounds and cemetery.</p> <p>The Park Area as proposed to be amended would be the Parade Ground and the land to the north (including the church hall site) which would have an area of just over one hectare. It is also relevant to have regard to condition 19 on</p>
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<p>Development</p>	<p>h. dedicated play facilities of 0.50 (nought point five) hectares in addition to neighbourhood facilities within the new residential areas;</p>	<p>g. dedicated play facilities of <i>minimum</i> 0.50 (nought point five) hectares in addition to neighbourhood facilities within the new residential areas;</p>	<p>the hybrid permission which states that:</p> <p>“The development hereby approved and subsequent reserved matters application shall include a minimum of 1.3ha but not more than 2.54ha of formal park(s) or garden“</p> <p>The proposed wording would be consistent with the areas quoted in condition 19 and would provide an appropriate level of parkland within the development</p> <p><b>Recommendation:</b> Agree amendment</p> <p>This introduces a minimum provision and is acceptable</p> <p><b>Recommendation:</b> Agree amendment</p>
	<p>(v) a site for a care home of 1.27 (one point two seven) hectares (Class C2); and</p>	<p>(v) a site for a care home of <i>up to</i> 1.27 (one point two seven) hectares (Class C2); and</p>	<p>This seeks to address a conflict between condition 10 in the hybrid permission which states:</p>

Development			<p>“The development hereby approved and subsequent reserved matters applications of up to 1.2 ha for a Care Home falling within Use Class C2 as defined by the Town and Country Planning (Use Classes) Order 1987 as amended”</p> <p>And clause (v) in the definition of development in the original agreement. It is also noted that the scale of the building is controlled by the Indicative Scale Plan approved by the hybrid permission</p> <p><b>Recommendation:</b> Agree amendment</p>
Final completion certificate		Add if applicable at end of clause	<p>There is no objection to adding these words. The certificate would not be applicable if land goes to the Management Entity. However this should be read in the context of the commentary on the Management Entity below and paragraph 7.6.2 in the main report.</p>

# ANNEX A

			<b>Recommendation:</b> Agree amendment.
First completion certificate		<i>Add if applicable</i> at the end of the clause	See commentary on Final completion certificate and Management Entity as above and below.  <b>Recommendation:</b> Agree amendment
First completion notice		<i>Add if applicable</i> at the end of the definition	There is no objection to adding these words. The notice would not be applicable if land goes to the Management Entity. However this should be read in the context of the commentary on the Management Entity below.  <b>Recommendation:</b> Agree amendment.
Formal Park	means the centrally located park to be provided by the Owner comprising an area of at least 1.3 (one point three) hectares	means the centrally located park to be provided by the Owner comprising an area of at least <i>1 (one) hectare excluding the Cemetery</i>	See the commentary provided above under Development Part g parkland  <b>Recommendation:</b> Agree amendment
Frith Hill Cycle Route	means the diversion of the existing public bridleway	means the <i>provision of a new public right of way with cycle</i>	This reflects the route as previously agreed with the



Frith Hill Cycle Route	number BW14 to be provided to connect Deepcut Bridge Road via Frith Hill and Alphington Avenue to Tomlinscote School as broadly shown on drawing number 22729 L852a in accordance with the Cycle Route Guidelines and in accordance with the Frith Hill Specification;	<i>rights and the upgrade of the existing public bridleway number BW14 and constructed to the Frith Hill Specification to be provided to connect Deepcut Bridge Road via Frith Hill and Alphington Avenue to Tomlinscote School as broadly shown on drawing number DC1-ODM-CX-119-XX-DR-03-0059 Frith Hill Cycle Route P-01 in accordance with the Cycle Route Guidelines and in accordance with the Frith Hill Specification;</i>	CHA which is now substantially complete and has been amended at the request of the CHA.  CHA: No objection.  <b>Recommendation;</b> Agree amendment
<i>Junction 3 M3 Highway Contribution</i>	<i>New clause</i>	<i>Means the sum of £125,000 (one hundred and twenty thousand pounds (Index Linked) to be paid by the Owner to the County Council in accordance with the provisions of Schedule 6 Part 1</i>	The preferred option is for the applicant to provide the highway works as shown on drawing 22729-LEA1236a . However if the CHA is able to design a scheme and secure funding for a more comprehensive scheme in a timely manner to address wider issues associated with this junction, this clause secures a contribution for the costs of the works equivalent to the costs of delivering the agreed scheme.

<p><i>Junction 3 M3 Highway Contribution</i></p>			<p>CHA: No objection</p> <p><b>Recommendation;</b> Agree amendment</p>
<p><i>Junction 3 M3 Highway Works Notice</i></p>	<p><i>New clause</i></p>	<p><i>Means the notice to be served by the Owner on the County Council pursuant to paragraph 9 of Schedule 6 Part 1</i></p>	<p>This clause explains what the Junction 3 M3 Highway Works Notice would mean and would facilitate an either or scenario to the proposed works at Junction 3.</p> <p>CHA: No objection.</p> <p><b>Recommendation;</b> Agree amendment</p>
<p>Management Entity</p>	<p>means a management company or trust established by the Owner in the circumstances described in paragraph 11.3 of Part 2 of Schedule 5 for the principle purpose of maintaining and managing the SANGS Land (or part thereof);</p>	<p>means a management company or trust established by the Owner <i>for the principle purpose of maintaining and managing any part of the Development not transferred to other parties</i></p>	<p>The principle of a management company for the maintenance of non residential land areas is acceptable. However this needs to be linked into the original drafting of the clauses which could be the subject of transfer and an amendment to Appendix 3 as set out below.</p> <p><b>Recommendation:</b> Agree amendment subject to updating the provisions of</p>

## ANNEX A

Management Entity			Appendix 3 to include reference to all the parts of the agreement which include land which may be transferred to a management company (please also see paragraph 7.6.2 in the main report ) .
Practical Completion Certificate		<i>Add if applicable</i> at end of clause	See commentary on Final completion certificate and Management Entity as above.  <b>Recommendation:</b> Agree amendment
Primary School	means the primary school to be provided on the Primary School Site and which is to be delivered in two stages, the first stage according to the Primary School 1 Form Entry Specification and the second stage according to the Primary School 2 Form Entry Specification	means the primary school to be provided on the Primary School Site and which is to be delivered <i>in accordance with the Primary School 1 Form Entry Specification and the Primary School 2 Form Entry Specification</i>	The primary school has been provided in one phase and is complete. Surrey County Council as the education authority raise no objection to this wording.  <b>Recommendation:</b> Agree amendment
Primary School Site	means the area of land shown on Plan 1 and being 2 (two) hectares in size and which includes the Primary School and the Nursery	means the area of land shown on Plan 1 which includes the Primary School and the Nursery	This addresses a conflict between the definition in the legal agreement and condition 11 on the hybrid permission which states:

<p>Primary School Site</p>			<p>“The development hereby approve and subsequent reserved matters applications shall include a site of up to 2ha for a 2 FE Primary School and Nursery Facility”</p> <p>In April 2018 reserved matters approval for the school and nursery was granted on a site of 1.68ha in the location shown on proposed Plan 1. The primary school and nursery have been provided in accordance with this approval. Surrey County Council as the education authority raise no objection to this wording.</p> <p><b>Recommendation:</b> Agree amendment</p>
<p>SANGS Link</p>	<p>means the SANGS link connecting the Central SANGS and the Southern SANGS as shown indicatively on Plan A comprising an area of 1.07 (one point zero seven) hectares</p>	<p>means the SANGS link connecting the Central SANGS and the Southern SANGS as shown indicatively on Plan A</p>	<p>See the commentary provided above under Development Part a SANGS</p> <p><b>Recommendation:</b> Agree amendment</p>

Second Completion Notice		Add <i>if applicable</i> at end of clause	See commentary on First completion notice and Management Entity as above.  <b>Recommendation:</b> Agree amendment
Southern SANGS	means that part of the Site in the relevant Phase to be Commenced to be used as SANGS as shown indicatively on Plan A, comprising an area of 22 (twenty two) hectares and including the SANGS Link and Vehicle Maintenance Depot	means that part of the Site in the relevant Phase to be Commenced to be used as SANGS as shown indicatively on Plan A, comprising a <i>minimum area of 21.75 (twenty one point seven five) hectares</i> and including the SANGS Link and Vehicle Maintenance Depot	0.25ha agreed to be provided as part of the Southern SANG is to be provided within the Central SANG ie the overall provision of SANG land within the Central and Southern SANGS remains the same with additional provision being made within the Central SANG earlier than originally agreed.  Natural England have no objection to this wording.  <b>Recommendation:</b> Agree amendment
Spine Road	means the new road running through the Development connecting Deepcut Bridge Road at Newfoundland Road with Deepcut Bridge Road at Brunswick Road and as indicated on the Application drawings and drawing number	means the new road running through the Development connecting Deepcut Bridge Road at Newfoundland Road with Deepcut Bridge Road at Brunswick Road <i>and as indicated on Plan 1;</i>	The Spine Road is substantially complete to the satisfaction of the CHA.  CHA raises no objection to this wording

## ANNEX A

Spine Road	22729 LEA850a of the Highways Works Drawings;		<b>Recommendation:</b> Agree amendment
Village Green	means the village green to be provided in the relevant Phase as shown indicatively on Plan 1, comprising an area of at least 2 (two) hectares;	means the village green to be provided in the relevant Phase as shown indicatively on Plan 1, comprising an area of at least 1.8 ( <i>one point eight</i> ) hectares;	See the commentary provided above under Development Part d village green  <b>Recommendation:</b> Agree amendment
Addition of wording to clauses		Add “unless otherwise agreed in writing”	This wording is proposed to avoid the need to enter into further deeds of variation. There is no objection in principle to this wording.  However this is on the basis that <ul style="list-style-type: none"> <li>• “by the Council and/or County Council” is added to this phrasing where relevant,</li> <li>• any change would be submitted as an application to comply with the legal agreement; and</li> <li>• be subject to determination by the Planning Applications committee.</li> </ul>

Addition of wording to clauses			<p>The applicant has been advised of this and raises no objection to this approach.</p> <p><b>Recommendation:</b> Agree amendment subject to the caveats</p>
Schedule 2 Plans	<p>Plan 1: Indicative Land Use Plan [<i>Officer comment: this is attached as Annex D</i>]</p>	<p><i>Amended [Officer comment: this is attached as Annex E]</i></p>	<p>Plan 1 (the Indicative Land Use Plan) was included as a reference plan in the original section 106 agreement. However it was not to scale nor was it an approved plan under the hybrid permission.</p> <p>Plan 1 (the Indicative Land Use Plan) as submitted, which is drawn to scale, takes into account the reserved matters approvals that have been granted and updates the approved site location boundary for the Officers Mess. However some of the proposed parcels to the north of Dettingen Park were shown with different shapes/locations. As these have not yet been the subject of reserved matters approvals,</p>

<p>Schedule 2 Plans</p>			<p>the shapes and locations of parcels should be as shown on the original Plan 1. An amended Plan 1 has been received which addresses this issue.</p> <p><b>Recommendation:</b> Agree amendment</p>
<p>Schedule 3 Affordable Housing</p>	<p>9 Subject to Paragraph 10 below the restrictions contained in paragraphs 1 to 8 above shall not be binding upon a mortgagee or chargee of any RPSH of the Affordable Housing Units or any receiver appointed by such mortgagee or chargee or on any person deriving title from such mortgagee, chargee or receiver provided (in the case of a disposal by a mortgagee, chargee or receiver) the following conditions have been satisfied:</p>	<p><i>9 The restriction in paragraphs 1-8 above shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a receiver) of the whole or any part of the affordable dwellings or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:</i></p>	<p>The original clauses were drafted in 2014 and does not reflect current practice.</p> <p>This amendment to paragraph 9 and its subparagraphs is proposed to update the mortgagee clause to be in line with current guidance from the National Housing Federation.</p> <p>The Council's Principal Solicitor has confirmed that the proposed clause is typical of the one that the Council uses when drafting legal agreements for affordable housing.</p> <p>The Housing Manager raises no objection to this wording.</p>



Schedule 3 Affordable Housing			<b>Recommendation:</b> Agree amendment
	9.1 any power of sale available to such mortgagee, chargee or receiver arising under their mortgage or charge over any such Affordable Housing Unit shall only be exercised in the event of there being a default of any obligation to such mortgagee or chargee;	<i>9.1 such mortgagee or chargee or receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Unit and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the affordable housing dwellings to another registered provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and</i>	
	9.2 confirmation of such default is provided to the Council as soon reasonably practicable after any notice is served on the Owner;	<i>9.2 if such disposal has not completed within the 3 (three) month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Unit free from the restrictions in this</i>	

<p>Schedule 3 Affordable Housing</p>		<p><i>Agreement which provisions shall determine absolutely</i></p>	
	<p>9.3 the mortgagee, chargee or receiver will not exercise its power of sale for a period of 3 (three months) following the provision of such evidence to allow the Council or an RPSH an opportunity to attempt to complete a Transfer of the Affordable Housing Units within the said period of 3 (three) months PROVIDED THAT the consideration for any such Transfer will discharge all liabilities and indebtedness including without limitation all amounts of principal, interest, costs, breakage costs, default interest and enforcement costs owed to and/or incurred by the mortgagee, chargee or receiver (as appropriate); and</p>	<p><i>Deleted</i></p>	
	<p>9.4 if the mortgagee, chargee or receiver is unable to dispose of any of the Affordable Housing Units within the said period of 3 (three months) then the mortgagee, chargee or receiver shall be entitled to</p>	<p><i>Deleted</i></p>	

<p>Schedule 3 Affordable Housing</p>	<p>dispose of the Affordable Housing Units free of the provisions of this Schedule 3 for the full market value on the open market as it sees fit</p>		
<p>Schedule 5 Part 2 Provision of SANGS land</p>	<p>1.3 at its own expense to layout, Practically Complete and make available for use by the public the Central SANGS in accordance with the relevant approved Landscaping Scheme prior to First Occupation of any Dwelling on the Site save in relation to that part of the Central SANGS hatched black on Plan A which SANGS shall be delivered as soon as practicable after the Owner shall have vacated such area;</p>	<p>1.3 at its own expense to layout, Practically Complete and make available for use by the public the Central SANGS in accordance with the relevant approved Landscaping Scheme prior to First Occupation of any Dwelling on the Site save in relation to that part of the Central SANGS hatched black on Plan A which SANGS shall be delivered as soon as practicable after the Owner shall have vacated such area and <i>any Central SANGS areas subject to planning conditions attached to the approved Landscaping Scheme</i></p>	<p>The issue to be addressed here and the following clause relates to the completion of the works to the Central SANGS having regard to the remediation, site level and landscaping issues.</p> <p>These matters are envisaged to be finally resolved by conditions on 19/0735/RRM, which includes a landscaping condition.</p> <p>Whilst Natural England raises no objection to the revised wording and principle of the amendment is acceptable, as currently proposed it is considered to be somewhat open ended and requires more detailed wording to include reference to compliance. This will be done at the detailed drafting stage</p>

<p>Schedule 5 Part 2</p> <p>Provision of SANGS land</p>			<p><b>Recommendation:</b> Agree subject to detailed wording</p>
	<p>1.4 Not to First Occupy any Dwelling unless or until the Central SANGS (excluding that part of the Central SANGS hatched black on Plan A) has been laid out, Practically Completed and made available for use by the public in accordance with the relevant approved Landscaping Scheme;</p>	<p>1.4 Not to First Occupy any Dwelling unless or until the Central SANGS (excluding that part of the Central SANGS hatched black on Plan A) <i>and any Central SANGS areas subject to planning conditions attached to the approved Landscaping Scheme</i> has been laid out, Practically Completed and made available for use by the public in accordance with the relevant approved Landscaping Scheme</p>	<p>As 1.3 above</p>
	<p>New clause</p>	<p><i>1.5 To ensure that sufficient Central SANGS is available at all time to support the current occupations on site and not to First Occupy more than 498 (four hundred and ninety eight) dwellings on site until the entire Central SANGS has been laid out, Practically Complete and made available in accordance</i></p>	<p>This new clause introduces a limit to occupation until the Central SANGS has been provided in full.</p> <p>Natural England: No objection.</p> <p><b>Recommendation:</b> Agree amendment</p>

Schedule 5 Part 2 Provision of SANGS land		<i>with the relevant approved Landscaping Scheme</i>	
	New clause	<i>1.6 Where the SANGS land abuts neighbouring land there shall be a 10 metre interface buffer from the neighbouring land boundary to allow land levels to appropriately match post consent of the residential development. The 10 metre interface will be laid out and Practically Completed at that time</i>	<p>There are significant differences in levels within the development site. This new clause is proposed to address site levels between areas which have reserved matters approvals and those that are yet to be considered.</p> <p>There is no objection in principle to this amendment subject to clarification of who will be responsible for these works ie will it be the responsibility of the applicant or the developers of the adjoining residential parcels. This will be dealt with as part of the detailed drafting of the agreement</p> <p><b>Recommendation;</b> Agree amendment to include reference to responsibility for land</p>
	1.5 at its own expense to reinstate the former Vehicle	1.7 at its own expense to reinstate the former Vehicle	The applicant is of the view that the Depot will require

<p>Schedule 5 Part 2 Provision of SANGS land</p>	<p>Maintenance Depot as part of the Southern SANGS outlined on Plan A and to layout Practically Complete and make it available for use by the public the Southern SANGS in accordance with the relevant approved Landscaping Scheme prior to First Occupation of the 500th (five hundredth) Dwelling on the Site;</p>	<p>Maintenance Depot as part of the Southern SANGS outlined on Plan A and to layout Practically Complete and make it available for use by the public the Southern SANGS in accordance with the relevant approved Landscaping Scheme prior to First Occupation of the 999th (<i>nine hundred and ninety ninth</i>) Dwelling on the Site,</p>	<p>significant remediation which will take time to agree then implement.</p> <p>The proposed revised occupation trigger does not mean that the works will not provided in a timely manner following the grant of reserved matters approval but it gives the developer and the Council sufficient time to address all issues before provision of the Southern SANG becomes a compliance issue for future developers, prospective purchasers and Help to Buy and provide an end date for the provision of this open space.</p> <p>Natural England: No objection</p> <p><b>Recommendation:</b> Agree amendment</p>
	<p>1.6 not to First Occupy more than 499 (four hundred and ninety nine) Dwellings on the Site unless or until the Southern SANGS has been laid out and Practically</p>	<p>1.8 not to First Occupy more than 499 (four hundred and ninety nine) Dwellings on the Site unless or <i>until Phase 5a of the Southern SANGS as per the Phasing Scheme has</i></p>	<p>This amendment is proposing to retain the 499 occupation trigger but introduce a phased provision of the Southern SANGs linked to levels of occupation.</p>

<p>Schedule 5 Part 2 Provision of SANGS land</p>	<p>Completed and it has reinstated the former Vehicle Maintenance Depot as part of the Southern SANGS and made it available for use by the public;</p>	<p><i>been laid out and Practically Completed including the 2.4km circular walk. Not to First Occupy more than 749 (seven hundred and forty nine) dwellings on the Site unless or until Phase 5c of the Southern SANGS as per the Phasing Scheme has been laid out and Practically Completed. Not to First Occupy more than 999 (nine hundred and ninety nine) Dwellings on the Site unless and until Phase 5b of the Southern SANGS as per the Phasing Scheme has been laid out and Practically Completed and it has reinstated the former Vehicle Maintenance Depot as part of the Southern SANGS and made it available for use by the public</i></p>	<p>Natural England raise no objection to this amendment subject to the provision of a 2.4 km circular walk within the first phase of the Southern SANG which is proposed in the amendment.</p> <p>The purpose of the proposed amendment is to overcome compliance issues for developers and prospective purchasers and Help to Buy</p> <p><b>Recommendation:</b> Agree amendment</p>
	<p>1.7</p>	<p>1.9</p>	<p>Renumbered to be tie in with amended clauses</p> <p><b>Recommendation:</b> Agree amendment</p>

<p>Schedule 5 Part 2 Provision of SANGS land</p>	<p>1.8 at its own expense to lay out, Practically Complete and make available for use by the public the Southern SANGS Link prior to First Occupation of the 500th (five hundredth) Dwelling on the Site;</p>	<p>1.10 at its own expense to lay out, Practically Complete and make available for use by the public the Southern SANGS Link prior to First Occupation of the 749th (seven hundred and forty ninth) Dwelling on the Site;</p>	<p>This amendment links into the phasing provision set out above.</p> <p>Natural England: No objection</p> <p>The purpose of the proposed amendment is to overcome compliance issues for developers, prospective purchasers and Help to Buy</p> <p><b>Recommendation:</b> Agree amendment</p>
	<p>1.9 not to First Occupy more than 499 (four hundred and ninety nine) Dwellings on the Site unless or until the Southern SANGS Link has been laid out, Practically Completed and made available for use by the public in accordance with the relevant approved Landscaping Scheme; and</p>	<p>1.11 not to First Occupy more than 749 (seven hundred and forty nine) Dwellings on the Site unless or until the Southern SANGS Link has been laid out, Practically Completed and made available for use by the public in accordance with the relevant approved Landscaping Scheme; and</p>	<p>This amendment links into the phasing provision set out above.</p> <p>Natural England: No objection.</p> <p>The purpose of the proposed amendment is to overcome compliance issues for developers, prospective purchasers and Help to Buy</p> <p><b>Recommendation:</b> Agree amendment</p>



<p>Schedule 5 Part 6</p> <p>Village Green and Combined NEAP/LEAP</p>	<p>1.4 not to First Occupy any Dwelling unless or until the Village Green and Combined NEAP/LEAP have been laid out, Practically Completed and made available for use by the public in accordance with the approved Reserved Matters Application for the landscaping of the Village Green and the Combined NEAP/LEAP and the Combined NEAP/LEAP Specification; and</p>	<p>1.4 not to First Occupy more than <i>300 (three hundred and fifty dwellings on the site unless otherwise agreed in writing</i> unless or until the Village Green and Combined NEAP/LEAP have been laid out, Practically Completed and made available for use by the public in accordance with the approved Reserved Matters Application for the landscaping of the Village Green and the Combined NEAP/LEAP and the Combined NEAP/LEAP Specification; and</p>	<p>The Village Green and Combined NEAP/LEAP have been laid out, Practically Completed and are available for use by the public.</p> <p>However the landscaping to be complied with relates to the reserved matters application 19/0735/RRM which is subject to a legal agreement which is nearing completion.</p> <p>The purpose of the proposed amendment is to overcome compliance issues for developers, prospective purchasers and Help to Buy</p> <p><b>Recommendation:</b> Agree amendment</p>
<p>Schedule 5 Part 7</p> <p>The Sports Hub</p>	<p>1.3 at its own expense to lay out and Practically Complete the Sports Hub and make it available for public use in accordance with the approved Reserved Matters Application and the full details approved by the Council pursuant to paragraph 1.1.4 above, prior First Occupation of the 450<sup>th</sup></p>	<p>1.3 at its own expense to lay out and Practically Complete the Sports Hub and make it available for public use in accordance with the approved Reserved Matters Application and the full details approved by the Council pursuant to paragraph 1.1.4 above, prior to First Occupation of the</p>	<p>The reason for this amendment relates to the certification process by the Council following the completion of works.</p> <p>The difficulties experienced with the Central SANGS and Village Green have meant that</p>

<p>Schedule 5 Part 7  The Sports Hub</p>	<p>(four hundred and fiftieth) Dwelling on the Site;</p>	<p>600<sup>th</sup> (<i>six hundredth</i>) Dwelling on the Site; <i>unless otherwise agreed in writing;</i></p>	<p>these areas have not been the subject of completion notices.</p> <p>The Council will not certify any works until it is satisfied that they have been completed in accordance with the approved plans and specifications.</p> <p>The proposed revised occupation trigger does not mean that the works will not start in a timely manner following the grant of reserved matters approval but it gives the developer and the Council sufficient time to address any outstanding matters before it becomes a compliance issue for future developers, prospective purchasers, and Help to Buy and an end date for the provision of the facilities.</p> <p><b>Recommendation:</b> Agree amendment</p>
	<p>1.4 not to First Occupy more than 449 (four hundred and forty nine) Dwellings on the Site unless or until the Sports</p>	<p>1.4 not to First Occupy more than 599 (<i>five hundred and ninety nine</i>) Dwellings on the Site unless or until the Sports</p>	<p>Please see commentary in relation to Schedule 5 Part 7 1.3 and the addition of</p>

<p>Schedule 5 Part 7</p> <p>The Sports Hub</p>	<p>Hub has been laid out, Practically Completed and made available for public use in accordance with the approved Reserved Matters Application and the full details approved by the Council pursuant to paragraph 1.1.4 above</p>	<p>Hub has been laid out, Practically Completed and made available for public use in accordance with the approved Reserved Matters Application and the full details approved by the Council pursuant to paragraph 1.1.4 above <i>unless otherwise agreed in writing</i></p>	<p>wording to clauses in the Definition section.</p> <p><b>Recommendation:</b> Agree amendment</p>
<p>Schedule 5 Part 10</p> <p>Formal Park</p>	<p>1.3 at its own expense to lay out and Practically Complete the Formal Park and make it available for public use in accordance with the approved Reserved Matters Application for landscaping of the Formal Park prior to First Occupation of the 450<sup>th</sup> (four hundred and fiftieth) Dwelling on the Site;</p>	<p>1.3 at its own expense to lay out and Practically Complete the Formal Park and make it available for public use in accordance with the approved Reserved Matters Application for landscaping of the Formal Park prior to First Occupation of the 600<sup>th</sup> <i>six hundredth Dwelling</i> on the Site; <i>unless otherwise agreed in writing</i></p>	<p>Please see commentary in relation to Schedule 5 Part 7 1.3 and the addition of wording to clauses in the Definition section.</p> <p><b>Recommendation:</b> Agree amendment</p>
	<p>1.4 not to First Occupy more than 449 (four hundred and forty nine) Dwellings on the Site unless or until the Formal Park has been laid out, Practically Completed and made available for public use in accordance with the approved Reserved Matters</p>	<p>1.4 not to First Occupy more than 599 <i>(five hundred and ninety nine)</i> Dwellings on the Site unless or until the Formal Park has been laid out, Practically Completed and made available for public use in accordance with the approved Reserved Matters</p>	<p>Please see commentary in relation to Schedule 5 Part 7 1.3, to be consistent with Part 10 1.3 above and the addition of wording to clauses in the Definition section.</p> <p><b>Recommendation:</b> Agree amendment</p>

	Application for landscaping of the Formal Park; and	Application for landscaping of the Formal Park <i>unless otherwise agreed in writing</i> ; and	
Schedule 5 Part 11 Provision of Allotments	1.3 at its own expense to lay out and Practically Complete the Allotments and make them available for public use in accordance with the approved Reserved Matters Application prior to First Occupation of the 450 <sup>th</sup> (four hundred and fiftieth) Dwelling on the Site;	1.3 at its own expense to lay out and Practically Complete the Allotments and make them available for public use in accordance with the approved Reserved Matters Application prior to First Occupation of the 600 <sup>th</sup> ( <i>six hundredth</i> ) Dwelling on the Site; <i>unless otherwise agree in writing</i>	Please see commentary in relation to Schedule 5 Part 7 1.3 and the addition of wording to clauses in the Definition section.  <b>Recommendation:</b> Agree amendment
Schedule 5 Part 11 Provision of Allotments	1.4 not to First Occupy more than 449 (four hundred and forty nine) Dwellings on the Site unless or until the Allotments have been laid out, Practically Completed and made available for public use in accordance with the approved Reserved Matters Application;	1.4 not to First Occupy more than 599 ( <i>five hundred and ninety nine</i> ) Dwellings on the Site unless or until the Allotments have been laid out, Practically Completed and made available for public use in accordance with the approved Reserved Matters Application; <i>unless otherwise agreed in writing</i>	Please see commentary in relation to Schedule 5 Part 7 1.3 and the addition of wording to clauses in the Definition section.  <b>Recommendation:</b> Agree amendment
Schedule 6 Part 1 Highway Works	<u>Internal Spine Road/Spine Road Infrastructure</u>	<u>Internal Spine Road/Spine Road Infrastructure</u>	The requisite highway agreement (Section 38) is at

	<p>2.3 The Owner shall not Commence the construction of more than 230 (two hundred and thirty) Dwellings, the Primary School, the Nursery or the supermarket until it has entered into a Highway Agreement in respect of the Highway Works generally in accordance with drawing number 22729-LEA850a of the Highway Works Drawings.</p>	<p>2.3 The Owner shall not Commence the construction of more than 350 (<i>three hundred and fifty</i>) Dwellings, the Primary School <i>and</i> the Nursery or the supermarket until it has entered into a Highway Agreement in respect of the Highway Works generally in accordance with <i>Plan 1</i>.</p>	<p>an advanced stage and is close to completion.</p> <p>CHA: No objection.</p> <p>The purpose of the proposed amendment is to overcome compliance issues for developers, prospective purchasers and Help to Buy</p> <p><b>Recommendation:</b> Agree amendment</p>
<p>Schedule 6 Part 1 Highway Works</p>	<p>2.4 The works shall be designed to meet the requirements of the County Council to:-</p> <p>2.4.1 ensure the adequate simultaneous two-way movement of buses throughout the Spine Road;</p> <p>2.4.2 provide a 3 (three) m wide Shared Pedestrian/Cycle Route along the entire length of the Spine Road;</p> <p>2.4.3 provide timber bus shelters integrating covered and lit cycle parking;</p>	<p>2.4 The works shall be designed to meet the requirements of the County Council to:-</p> <p>2.4.1 ensure the adequate simultaneous two-way movement of buses throughout the Spine Road;</p> <p>2.4.2 provide a 3 (three) m wide Shared Pedestrian/Cycle Route along the entire length of the Spine Road;</p> <p>2.4.3 provide timber bus shelters integrating covered and lit cycle parking;</p>	<p>The works have been completed and any outstanding works are considered to be minor in nature.</p> <p>CHA: No objection.</p> <p>The purpose of the proposed amendment is to overcome compliance issues for developers, prospective purchasers and Help to Buy</p> <p><b>Recommendation:</b> Agree amendment</p>

<p>Schedule 6 Part 1 Highway Works</p>	<p>2.4.4 provide high quality paving materials and landscaping;</p> <p>2.4.5 provide high quality street furniture including benches, posts and signage</p> <p>And shall be Substantially Complete (including any necessary land dedication) to the satisfaction of the County Council prior to the Occupation of the 230<sup>th</sup> (two hundred and thirtieth) Dwelling, the opening of the Primary School, the Nursery or supermarket, or within 24 (twenty four) months of Commencement of Development, whichever is the sooner.</p>	<p>2.4.4 provide high quality paving materials and landscaping;</p> <p>2.4.5 provide high quality street furniture including benches, posts and signage</p> <p>and shall be Substantially Complete (including any necessary land dedication) to the satisfaction of the County Council prior to the Occupation of the 350<sup>th</sup> (<i>three hundred and fiftieth</i>) Dwelling, the opening of the Primary School and the Nursery or supermarket,</p>	
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<p>Schedule 6 Part 1</p> <p>Highway Works</p>	<p><u>Environmental Improvements to Deepcut Bridge Road</u></p> <p>2.9 Prior to the Occupation of the 230<sup>th</sup> (two hundred and thirtieth) Dwelling, or within 24 (twenty four) months of Commencement of the Development the Owner shall agree with the Council and the County Council a scheme for Environmental Improvements on Deepcut Bridge Road between Woodend Road and the existing zebra crossing and generally in accordance with drawing number 22729-LEA1214. ....</p>	<p><u>Environmental Improvements to Deepcut Bridge Road</u></p> <p>2.9 Prior to the Occupation of the 350<sup>th</sup> (<i>three hundred and fiftieth</i>) Dwelling, the Owner shall agree with the Council and the County Council a scheme for Environmental Improvements on Deepcut Bridge Road between Woodend Road and the existing zebra crossing and generally in accordance with drawing number 22729-LEA1214. ....</p>	<p>The Council and the CHA have been in ongoing discussions with the applicant on the proposed environmental improvements particularly in relation to proposed tree loss along Deepcut Bridge Road.</p> <p>A revised scheme is expected before Christmas which will be the subject of further public consultation. This will then be brought to the Planning Applications committee for determination.</p> <p>In these circumstances the proposed revision to the occupation trigger is considered to be reasonable.</p> <p>CHA: No objection</p> <p><b>Recommendation:</b> Agree amendment</p>
	<p>2.10 Once agreed the Owner shall not Commence the construction of more than 400 (four hundred) Dwellings until it</p>	<p>2.10 Once agreed the Owner shall not Commence the construction of more than 500 (<i>five hundred</i>) Dwellings</p>	<p>Please see the commentary on “Addition of wording to clauses” in the Definition section above.</p>

<p>Schedule 6 Part 1 Highway Works</p>	<p>has entered into a Highway Agreement in respect of these works.</p>	<p><i>unless otherwise agreed in writing</i> with the Council and County Council until it has entered into a Highway Agreement in respect of these works. <i>These works are to commence within 6 months of entering into a Highway Agreement in respect of these works</i></p>	<p>Given the revised trigger at 2.9, this has an impact on the ability to enter into a highway agreement i.e. the details of the scheme have to be approved before the highway agreement may be drafted and agreed.</p> <p>This amendment also introduces a time frame for the commencement of the works.</p> <p>In these circumstances the proposed revision to the occupation trigger is considered to be reasonable.</p> <p>CHA: No objection.</p> <p><b>Recommendation:</b> Agree amendment</p>
	<p>2.11 Prior to the Occupation of the 400<sup>th</sup> (four hundredth) Dwelling, or within 37 (thirty seven) months of Commencement of the Development, whichever is the sooner, these works (including any necessary land</p>	<p>2.11 Prior to the Occupation of the 550<sup>th</sup> (<i>five hundred and fiftieth</i>) Dwelling, <i>unless otherwise agreed in writing</i> these works (including any necessary land dedications) shall be Substantially</p>	<p>Please see the commentary on “Addition of wording to clauses” in the Definition section above.</p> <p>The amended trigger was originally proposed at 650 but this was amended following</p>



<p>Schedule 6 Part 1 Highway Works</p>	<p>dedications) shall be Substantially Complete to the satisfaction of the County Council.</p>	<p>Complete to the satisfaction of the County Council.</p>	<p>concerns about an extended delay in the delivery of these works.</p> <p>Given the permissions and agreements that need to be completed the proposed revision to the occupation trigger is considered to be reasonable.</p> <p>CHA: No objection.</p> <p><b>Recommendation:</b> Agree amendment</p>
	<p><u>Frimley Green Road/Sturt Road/Wharf Road</u></p> <p>2.12 The Owner shall not Commence the construction of more than 450 (four hundred and fifty) Dwellings until it has entered into a Highway Agreement in respect of the Highway Works generally in accordance with drawing number 22729-LEA1239a of the Highway Works Drawings.</p>	<p><u>Frimley Green Road/Sturt Road/Wharf Road</u></p> <p>2.12 The Owner shall not Commence the construction of more than 600 (six hundred) Dwellings <i>unless otherwise agreed in writing with the Council and the County Council</i> until it has entered into a Highway Agreement in respect of the Highway Works generally in accordance with drawing reference Frimley</p>	<p>Please see the commentary on “Addition of wording to clauses” in the Definition section above</p> <p>As originally proposed the proposed highway works were to provide a traffic light controlled junction at Frimley Green Road, Wharf Road and Guildford Road.</p> <p>This has now been amended to be based on a roundabout</p>

<p>Schedule 6 Part 1 Highway Works</p>	<p><i>[Officer comment: this plan is attached as Annex F]</i></p>	<p>Green Indicative Junction Improvement Scheme 14 November 2019 of the Highway Works Drawings <i>[Officer comment: this plan is attached as Annex G)</i></p>	<p>solution considered as part of the public consultation with all local stakeholders including the public meeting in July 2020. This is the scheme proposed on the submitted plan.</p> <p>The scheme will include a small part of The Green which is common land. This involves a separate legal process which can be time consuming.</p> <p>Whilst the applicant and the County Highway Authority are working to progress these works, it is unknown how long the common land approval process will take.</p> <p>On this basis and to address potential compliance issues the revised construction trigger is considered to be reasonable.</p> <p>CHA: No objection.</p> <p><b>Recommendation:</b> Agree amendment</p>
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	<p>2.13 The Council shall be a party to the Highway Agreement and shall dedicate the land shown coloured green on drawing number 22729-LEA1239a as publicly maintainable highway under the terms of the Highway Agreement</p>	<p>2.13 The Council shall be a party to the Highway Agreement and shall dedicate <i>any required land including common land</i> as publicly maintainable highway under the terms of the Highway Agreement. <i>These works are to commence within 6 months of entering into a Highway Agreement in respect of these works</i></p>	<p>This amendment seeks to clarify that the Council is to dedicate all necessary land including common land as publicly maintainable highway.</p> <p>This amendment also introduces a time frame for the commencement of the works.</p> <p>CHA: No objection.</p> <p><b>Recommendation:</b> Agree amendment</p>
<p>Schedule 6 Part 1 Highway Works</p>	<p>2.14 Prior to the Occupation of the 450<sup>th</sup> (four hundred and fiftieth) Dwelling, or within 42 (forty two) months of Commencement of the Development, whichever is the sooner, these works shall be Substantially Complete to the satisfaction of the County Council.</p>	<p>2.14 Prior to the Occupation of the 700<sup>th</sup> (seven hundredth) Dwelling, <i>unless otherwise agreed in writing with the Council and County Council</i> these works shall be Substantially Complete to the satisfaction of the County Council.</p>	<p>Please see the commentary on “Addition of wording to clauses” in the Definition section above</p> <p>For the reasons outlined at paragraph 2.12 above this is considered to be reasonable</p> <p>CHA: No objection.</p> <p><b>Recommendation:</b> Agree amendment</p>
	<p><u>Red Road/A322</u></p> <p>2.15 The Owner shall not Commence the construction of</p>	<p><u>Red Road/A322</u></p> <p>2.15 The Owner shall not Commence the construction of</p>	<p>Please see the commentary on “Addition of wording to clauses” in the Definition section above.</p>

<p>Schedule 6 Part 1 Highway Works</p>	<p>more than 600 (six hundred) Dwellings until it has entered into a Highway Agreement in respect of the Highway Works generally in accordance with drawing number 22729-LEA1237 of the Highway Works Drawings.</p>	<p>more than 600 (six hundred) Dwellings <i>unless otherwise agreed in writing with the Council and the County Council</i> until it has entered into a Highway Agreement in respect of the Highway Works generally in accordance with drawing number 22729-LEA1237 of the Highway Works Drawings. <i>These works are to commence within 6 months of entering into a Highway Agreement in respect of these works.</i></p>	<p>This amendment also introduces a deadline for the commencement of the works.</p> <p>CHA: No objection.</p> <p><b>Recommendation:</b> Agree amendment</p>
	<p>2.16 Prior to the Occupation of the 600<sup>th</sup> (six hundredth) Dwelling, or within 54 (fifty four) months of Commencement of the Development, whichever is the sooner, these works (including any necessary land dedications) shall be Substantially Complete to the satisfaction of the County Council.</p>	<p>2.16 Prior to the Occupation of the 650<sup>th</sup> (<i>six hundred and fiftieth</i>) Dwelling, <i>unless otherwise agreed in writing with the Council and the County Council</i> these works shall be Substantially Complete to the satisfaction of the County Council.</p>	<p>Please see the commentary on “Addition of wording to clauses” in the Definition section above.</p> <p>The amended trigger was originally proposed at 700 but this was amended following concerns about an extended delay in the delivery of these works. Given the permissions and agreements that need to be completed the proposed revision to the occupation</p>

			<p>trigger is considered to be reasonable.</p> <p>CHA: No objection.</p> <p><b>Recommendation:</b> Agree amendment</p>
<p>Schedule 6 Part 1 Highway Works</p>	<p><u>Junction 3, M3</u></p> <p>2.17 The Owner shall not Commence the construction of more than 600 (six hundred) Dwellings until it has entered into a Highway Agreement in respect of the Highway Works generally in accordance with drawing number 22729-LEA1236a of the Highway Works Drawings</p>	<p><u>Junction 3, M3</u></p> <p>2.17 The Owner shall not Commence the construction of more than <i>600 (six hundred) Dwellings unless otherwise agreed in writing with the Council and the County Council unless it has submitted the Junction 3 M3 Highway Works Notice to the County Council to establish whether the Junction 3 M3 Highway Works are required or whether the payment of the Junction 3 M3 Contribution is required. The County Council, following consultation with the Council will respond to the Junction 3 M3 Highway Works Notice within 20 (twenty) Working Days of receipt to confirm whether the Works or Contribution is sought.</i></p>	<p>As originally submitted the only clause proposed for Junction 3 M3 was to pay a financial contribution to County Council for the Junction 3 M3 works.</p> <p>The reasoning behind this was that the contribution could be used as part of a comprehensive scheme to address the wider issues associated with this junction.</p> <p>However as no scheme has yet been drawn up, no other funding has been secured and if a scheme were to be agreed it would be implemented between 2030 and 2035 (by which time the development would be complete without mitigation on this junction),</p>

<p>Schedule 6 Part 1 Highway Works</p>			<p>this was not considered to be acceptable.</p> <p>The clauses have been redrafted to retain reference to the works and the occupation trigger at 600 dwellings.</p> <p>Whilst the date has been removed, the purpose of these works is to mitigate the impact from the development and as such no objection is made to this part of the amendment. The applicant wishes to retain the ability to make a financial contribution whilst the current preference of both the Council and County Council is to retain the ability to implement the scheme as originally proposed. The proposed clause is a compromise in relation to the payment of a contribution and the delivery of the works.</p> <p>Please see the commentary on “Addition of wording to clauses” in the Definition section above.</p>
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<p>Schedule 6 Part 1 Highway Works</p>			<p>Windlesham Parish Council (WPC) expressed great concern to this clause as originally drafted as to what was actually intended and lack of clarity on when the contribution would be paid.</p> <p>Officers agreed with WPC in relation to the contribution and also raised wider concerns about delivery of works. This has resulted in the revised clauses as set out in this report. WPC has been consulted on the revised clauses and any views received will be updated at the meeting</p> <p>WPC submitted a further objection to the removal of the 54 month trigger as residents should not be expected to have the increase in traffic associated with the new development without timely mitigation.</p> <p>Officers agree with the WPC that timely mitigation should be in place to address the</p>
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<p>Schedule 6 Part 1 Highway Works</p>			<p>increase in traffic associated with the new development. This impact was identified as 600 dwellings which remains unchanged.</p> <p>Highways England raise no objection to the revised clause as originally proposed or the amended clause.</p> <p>CHA: No objection.</p> <p><b>Recommendation:</b> Agree amendment having regard to any additional views submitted by WPC</p>
	<p>2.18 Prior to the Occupation of the 600<sup>th</sup> (six hundredth) Dwelling, or within 54 (fifty four) months of Commencement of the Development, whichever is the sooner, these works (including any necessary land dedications) shall be Substantially Complete to the satisfaction of the County Council.</p>	<p><i>2.18 The Owner shall not commence the construction of more than 600 (six hundred) Dwellings unless otherwise agreed in writing with the Council and County Council until it has either entered into a Highway Agreement in respect of the Highway Works generally in accordance with drawing number 22729-LEA1236a of the Highway Works Drawings (or such variation of as agreed in</i></p>	<p>Please see the commentary on “Addition of wording to clauses” in the Definition section above.</p> <p>This variation on clause 2.17 provides details on will be mitigate and details a timeframe for the completion of the Highway Agreement.</p> <p>See the comments above at clause 2.17 in relation to WPC and Highways England.</p>



# ANNEX A

		<i>writing with the Council and County Council) or until the Junction 3 M3 Highway Contribution has been paid to the County Council. These works are to commence within 6 months of entering into a Highway Agreement in respect of these works if applicable.</i>	CHA: No objection.  <b>Recommendation:</b> Agree amendment having regard to any additional views submitted by WPC
Schedule 6 Part 1  Highway Works	<i>New clause</i>	<i>2.19 Prior to the Occupation of the 600<sup>th</sup> (six hundredth) Dwelling, these works (including any necessary land dedications) shall be Substantially Complete to the satisfaction of the County Council unless the Junction 3 M3 Highway Contribution has been paid to the County Council in lieu of the works</i>	This clause reflects original clause 2.18 and secures the completion of the works or the payment of the financial contribution prior to the occupation of the 600 <sup>th</sup> dwelling.  See the comments above at clause 2.17 in relation to WPC and Highways England.  CHA: No objection.  <b>Recommendation:</b> Agree amendment
	<u>Gole Road/Dawney Hill Traffic Signal Works</u>  2.19 The Owner shall not Commence the construction of	<u>Gole Road/Dawney Hill Traffic Signal Works</u>  2.20 The Owner shall not Commence the construction of	Please see the commentary on “Addition of wording to clauses” in the Definition section above.

	<p>more than 800 (eight hundred) Dwellings until it has entered into a Highway Agreement in respect of the Highway Works generally in accordance with drawing number 22729-LEA1238 of the Highway Works Drawings.</p>	<p>more than 800 (eight hundred) Dwellings <i>unless otherwise agreed in writing with the Council and the County Council</i> until it has entered into a Highway Agreement in respect of the Highway Works in accordance with drawing number 22729-LEA1238 of the Highway Works Drawings. <i>These works are to commence within 6 months of entering into a Highway Agreement in respect of these works.</i></p>	<p>This amendment also introduces a deadline for the commencement of the works.</p> <p>CHA: No objection.</p> <p><b>Recommendation:</b> Agree amendment</p>
<p>Schedule 6 Part 1 Highway Works</p>	<p>2.20 Prior to the Occupation of the 800<sup>th</sup> (eight hundredth) Dwelling, or within 72 (seventy two) months of Commencement of the Development, whichever is the sooner, these works (including any necessary land dedications) shall be Substantially Complete to the satisfaction of the County Council</p>	<p>2.21 Prior to the Occupation of the 850<sup>th</sup> (<i>eight hundredth and fiftieth</i>) Dwelling, <i>unless otherwise agreed in writing with the Council and the County Council</i>, these works shall be Substantially Complete to the satisfaction of the County Council</p>	<p>Please see the commentary on “Addition of wording to clauses” in the Definition section above.</p> <p>The amended trigger was originally proposed at 900 but this was amended following concerns about an extended delay in the delivery of these works. Given the permissions and agreements that need to be completed the proposed revision to the occupation trigger is considered to be reasonable.</p> <p>CHA: No objection.</p>

			<b>Recommendation:</b> Agree amendment
Schedule 6 Part 2 Highway Drawings  Schedule 6 Part 2 Highway Drawings	Frimley Green Road/Sturt Road/Wharf Road  Drawing number 22729-LEA1239a	Frimley Green Road/Sturt Road/Wharf Road  <i>Drawing number Frimley Green Indicative Junction Improvement Scheme 14 November 2019</i>	This plan is submitted to change the agreed traffic light controlled junction to a roundabout solution in response to the local community's objection to the traffic light scheme. The revised roundabout solution has been the subject of consultation with all local stakeholders  CHA: No objection.  <b>Recommendation: Agree amendment</b>
Schedule 6 Part 3 Highway Safety Contribution	1 The Owner shall pay the County Council the Highway Safety Contribution prior to Occupation of the 230 <sup>th</sup> (two hundred and thirtieth) Dwelling or within 24 (twenty four) months from Commencement of the Development whichever is the sooner.	1 The Owner shall pay the County Council the Highway Safety Contribution prior to Occupation of the 230 <sup>th</sup> (two hundred and thirtieth) Dwelling	The time trigger has been removed. Whilst the contribution has been paid, this revision is required to address compliance requirements of mortgage lenders and Homes England as the payment was not made within 24 months  CHA: No objection.

			<b>Recommendation:</b> Agree amendment
Schedule 6 Part 4 Bellew Road Closure Contribution	3. The County Council covenants with the Owner to apply the Bellew Road Closure Contribution towards the costs incurred in applying for, obtaining and making a road closure order and any subsequent works to allow the closure of Bellew Road to prevent the passage of vehicular traffic between Bellew Road and Blackdown Road as indicatively shown on drawing number 22729 L632c to L635c (set out in Part 5 of Schedule 7) and on Plan 6.	3. The County Council covenants with the Owner to apply the Bellew Road Closure Contribution towards the costs incurred in applying for, obtaining and making a road closure order and any subsequent works to allow the closure of Bellew Road to prevent the passage of vehicular traffic between Bellew Road and Blackdown Road <i>as indicatively shown on drawing number 22729 L632c to L635c (set out in Part 5 of Schedule 7) and on Plan 6 unless otherwise agreed in writing by the Council and County Council</i>	<p>As originally drafted the clause deleted the reference to the drawings which showed the approximate extent of potential road closure of Bellew Road. Both the Council and the County Council raised concerns about this omission and sought the reinstatement of the drawing numbers to this clause</p> <p>The applicant subsequently reinstated the reference to the plans with the addition of unless otherwise agreed in writing</p> <p>Please see the commentary on “Addition of wording to clauses” in the Definition section above.</p> <p>CHA: No objection.</p> <p><b>Recommendation:</b> Agree amendment</p>
Schedule 6 Part 4 Bellew Road Closure Contribution			

<p>Schedule 7 Part 1 Shared Pedestrian/Cycle Infrastructure</p>	<p><u>Cycle Network Strategy</u></p> <p>1.Prior to Commencement of the Development the Owner shall submit to the County Council for its written approval a Cycle Network Strategy to comprise:-</p> <p>1.1 <u>Shared Pedestrian/Cycle Routes and infrastructure in accordance with the Cycle Route Guidelines including the following:-</u></p> <p>1.1.1 prior to the Occupation of any Dwelling at the Site east of Deepcut Bridge Road:-</p> <p>1.1.1.1 the provision of a Shared Pedestrian/Cycle Route between the Site east of Deepcut Bridge Road and Deepcut Bridge Road as broadly indicated on the Shared Pedestrian/Cycle Route Drawings;</p>	<p><u>Cycle Network Strategy</u></p> <p>1 Prior to Commencement of the Development the Owner shall submit to the County Council for its written approval a Cycle Network Strategy to comprise:-</p> <p>1.1 <u>Shared Pedestrian/Cycle Routes and infrastructure in accordance with the Cycle Route Guidelines including the following:-</u></p> <p>1.1.1 prior to the Occupation of <i>any Dwelling on the sites west of Deepcut Bridge Road including the Sergeants Mess unless otherwise agreed in writing</i></p> <p>1.1.1.1 <i>the provision of a Shared Pedestrian/Cycle Route between the Site west of Deepcut Bridge Road and Deepcut Bridge Road</i></p>	<p>Please see the commentary on “Addition of wording to clauses” in the Definition section above.</p> <p>The CHA has sought a geographic correction in this clause from east to west as the proposed route and associated trigger as this clause relates to the Sergeants Mess and Blackdown Road which is to the west of Deepcut Bridge Road</p> <p>CHA: No objection.</p> <p><b>Recommendation:</b> Agree these amendments</p>
<p>Schedule 7 Part 1 Shared Pedestrian/Cycle Infrastructure</p>	<p>1.1.1 prior to the Occupation of any Dwelling at the Site east of Deepcut Bridge Road:-</p> <p>1.1.1.1 the provision of a Shared Pedestrian/Cycle Route between the Site east of Deepcut Bridge Road and Deepcut Bridge Road as broadly indicated on the Shared Pedestrian/Cycle Route Drawings;</p>	<p>1.1.1 prior to the Occupation of <i>any Dwelling on the sites west of Deepcut Bridge Road including the Sergeants Mess unless otherwise agreed in writing</i></p> <p>1.1.1.1 <i>the provision of a Shared Pedestrian/Cycle Route between the Site west of Deepcut Bridge Road and Deepcut Bridge Road</i></p>	<p>CHA: No objection.</p> <p><b>Recommendation:</b> Agree these amendments</p>

	1.1.1.2 the provision of a Shared Pedestrian/Cycle Route between the Site east of Deepcut Bridge Road and Blackdown Road as broadly indicated on the Shared Pedestrian/Cycle Route Drawings;	1.1.1.2 <i>the provision of a Shared Pedestrian/Cycle Route between the Site west of Deepcut Bridge Road and Blackdown Road</i>	
Schedule 7 Part 1 Shared Pedestrian/Cycle Infrastructure	1.1.2 prior to the Occupation of the 230th (two hundred and thirtieth) Dwelling, the opening of the Primary School, or the supermarket, the provision of a Shared Pedestrian/Cycle Route or routes between the proposed Spine Road and Deepcut Bridge Road as indicatively shown on the Shared Pedestrian/Cycle Route Drawings;	1.1.2 <i>prior to the Occupation of the 600<sup>th</sup> (six hundredth) Dwelling, unless otherwise agreed in writing, the provision of a Shared Pedestrian/Cycle Route or routes between the proposed Spine Road and Deepcut Bridge Road</i>	<p>The Spine Road, now Mindenhurst Road, is substantially complete. A link is also complete between Mindenhurst Road and Deepcut Bridge Road which will be incorporated into the Formal Park.</p> <p>The purpose of the proposed amendment is to overcome compliance issues for developers, prospective purchasers and Help to Buy</p> <p>The CHA are satisfied with this wording</p> <p><b>Recommendation:</b> Agree amendment</p>
	1.1.3 prior to the Occupation of the 230th (two hundred and	1.1.3 prior to the Occupation of the 350 <sup>th</sup> (three hundred	The route has been agreed with the CHA and is

<p>Schedule 7 Part 1 Shared Pedestrian/Cycle Infrastructure</p>	<p>thirtieth) Dwelling or within 24 (twenty four) months of Commencement of Development the provision of an upgraded Shared Pedestrian/Cycle Route from Deepcut Bridge Road along the existing vehicular access to Frimley Lock including the upgrade of the existing path extending directly behind Frimley Lock Cottage as indicatively shown on the Shared Pedestrian/Cycle Route Drawings such path to be designed and located in such a way that it does not interfere with the operational use of the dry dock, Frimley Lock Cottage or Deepcut lock-gate workshop and store;</p>	<p><i>and fiftieth) Dwelling unless otherwise agreed in writing</i> the provision of an upgraded Shared Pedestrian/Cycle Route from Deepcut Bridge Road along the existing vehicular access to Frimley Lock including the upgrade of the existing path extending directly behind Frimley Lock Cottage such path to be designed and located in such a way that it does not interfere with the operational use of the dry dock, Frimley Lock Cottage or Deepcut lock-gate workshop and store</p>	<p>substantially complete except for a small length of the existing concrete track leading from the lockable gate on Deepcut Bridge Road.</p> <p>The purpose of the proposed amendment is to overcome compliance issues for developers, prospective purchasers and Help to Buy</p> <p>CHA: No objection.</p> <p><b>Recommendation:</b> Agree amendment</p>
	<p>1.1.4 prior to the Occupation of the 230<sup>th</sup> (two hundred and thirtieth) Dwelling or within 24 (twenty four) months of Commencement of Development the provision of a ramped Shared Pedestrian/Cycle Route from Deepcut Bridge Road bridge to</p>	<p>1.1.4 prior to the Occupation of the 350<sup>th</sup> (<i>three hundred and fiftieth) Dwelling unless otherwise agreed in writing</i> the provision of a ramped Shared Pedestrian/Cycle Route from Deepcut Bridge Road bridge to the towpath on the southern side of the canal;</p>	<p>The purpose of the proposed amendment is to overcome compliance issues for developers, prospective purchasers and Help to Buy</p> <p><b>Recommendation:</b> Agree amendment</p>

	the towpath on the southern side of the canal;		
Schedule 7 Part 1 Shared Pedestrian/Cycle Infrastructure	1.1.5 prior to the Occupation or first use of the part of the development north of Dettingen Park the provision of a Shared Pedestrian/Cycle Route or routes between Deepcut Bridge Road and that part of the Development;	1.1.5 prior to the Occupation or first use of the part of the development north of Dettingen Park, <i>other than the Care Home unless otherwise agreed in writing</i> the provision of a Shared Pedestrian/Cycle Route or routes between Deepcut Bridge Road and that part of the Development;	<p>The Care Home is likely to be delivered some time before the occupation of the Sports Hub/Allotments/residential parcel to the north of Dettingen Park.</p> <p>As drafted the clause would prevent the occupation of the Care Home until the shared pedestrian/cycle route is provided. This is envisaged to be as part of the wider development north of Dettingen Park.</p> <p>The proposed change does not affect the overall provision of the cycle route network</p> <p>CHA: No objection.</p> <p><b>Recommendation:</b> Agree amendment</p>
	1.1.6 prior to the Occupation or first use of the part of the development north of Dettingen Park the provision of	1.1.6 prior to the Occupation or first use of the part of the development north of Dettingen Park, <i>other than the</i>	The Care Home is likely to be delivered some time before the occupation of the Sports Hub/Allotments/residential



<p>Schedule 7 Part 1 Shared Pedestrian/Cycle Infrastructure</p>	<p>a Shared Pedestrian/Cycle Route to Deepcut Bridge Road via Aisne Road and Minorca Road;</p>	<p><i>Care Home, unless otherwise agreed in writing</i> the provision of a Shared Pedestrian/Cycle Route to Deepcut Bridge Road via Aisne Road and Minorca Road</p>	<p>parcel to the north of Dettingen Park.</p> <p>As drafted the clause would prevent the occupation of the Care Home until the shared pedestrian/cycle route is provided. This is envisaged to be as part of the wider development north of Dettingen Park.</p> <p>The proposed change does not affect the overall provision of the cycle route network</p> <p>CHA: No objection.</p> <p><b>Recommendation:</b> Agree amendment</p>
	<p>1.1.12 the Owner shall ensure that the Shared Pedestrian/Cycle Route in each Phase is constructed in accordance with a specification to be agreed with the County Council at a width of 3 (three) metres and including the provision of lighting. Once constructed the Shared Pedestrian/Cycle</p>	<p>1.1.12 the Owner shall ensure that the Shared Pedestrian/Cycle Route in each Phase is constructed in accordance with a specification to be agreed with the County Council at a width of 3 (three) metres and including the provision of lighting <i>unless otherwise agreed in writing with the</i></p>	<p>Please see the commentary on “Addition of wording to clauses” in the Definition section above</p> <p>The CHA sought this change to allow for design flexibility for width and lighting if required.</p> <p>The applicant has agreed to this change.</p>

	<p>Route shall be permanently retained as approved and maintained to provide for uninterrupted safe and convenient public use</p>	<p><i>Council and County Council.</i> Once constructed the Shared Pedestrian/Cycle Route shall be permanently retained as approved and maintained to provide for uninterrupted safe and convenient public use;</p>	<p>CHA: No objection.  <b>Recommendation:</b> Agree amendment</p>
<p>Schedule 7 Part 1 Shared Pedestrian/Cycle Infrastructure</p>	<p><u>1.2 The Frith Hill Cycle Route</u></p> <p>1.2.2 The Owner shall submit details based upon drawing 22727-L852a to the County Council of the Frith Hill Cycle Route for written approval prior to Commencement of the Development. Such details to include:-</p> <p>1.2.2.1 a scaled drawing identifying the alignment and position of the new route and the extent of land required to be dedicated by the Owner as public bridleway;</p>	<p><u>2.2 The Frith Hill Cycle Route</u></p> <p>1.2.2 The Owner shall submit details based upon <i>drawing DC1-ODM-CX-119-XX-DR-03-0059 Frith Hill Cycle Route P-01</i> to the County Council of the Frith Hill Cycle Route for written approval prior to Commencement of the Development. Such details to include:-</p> <p>1.2.2.1 a scaled drawing identifying the alignment and position of the new <i>Frith Hill Cycle</i> route and the extent of land required to be dedicated <i>as a public right of way with cycle rights in perpetuity</i>;</p>	<p>The plan reflects the route, as previously agreed with the CHA, which is now substantially complete.</p> <p>CHA: No objection.  <b>Recommendation;</b> Agree amendment</p> <p>The route agreed with the CHA does not require the diversion of the existing bridleway. However it has sought amendments to this and the following clause at the request of the County Council Rights of Way to meet its technical dedication</p>

<p>Schedule 7 Part 1 Shared Pedestrian/Cycle Infrastructure</p>	<p>1.2.2.2 the agreement by the Owner to meet the County Council's reasonable costs in obtaining the necessary approvals to divert part of the existing public bridleway number BW14 to the proposed Frith Hill Cycle Route and as indicated on the drawings referred to at paragraph 1.2.2 above and on drawing number 22729 L852a</p>	<p>1.2.2.2 the agreement by the Owner to meet the County Council's reasonable costs in obtaining the necessary approvals to dedicate the new route as a public right of way with cycle rights to connect with the existing public bridleway number BW14 to form the Frith Hill Cycle Route and as indicated on the drawings referred to at paragraph 2.2.2 above and on drawing number <i>DC1-ODM-CX-119-XX-DR-03-0059 Frith Hill Cycle Route P-01</i></p>	<p>requirements of the public right of way.</p> <p>The applicant has agreed to these revisions..</p> <p>CHA: No objection.</p> <p><b>Recommendation;</b> Agree amendment</p>
	<p>1.2.3 Once agreed the Owner shall implement the Frith Hill Cycle Route as approved by the County Council and in accordance with the Frith Hill Specification on or before Occupation of the 230th (two hundred and thirtieth) Dwelling or within 24 (twenty four) months of Commencement of the Development whichever is the sooner.</p>	<p>1.2.3 Once agreed the Owner shall implement the Frith Hill Cycle Route as approved by the County Council and in accordance with the Frith Hill Specification on or before Occupation of the <i>350<sup>th</sup> (three hundred and fiftieth)</i> Dwelling</p>	<p>The route as previously agreed with the CHA is now substantially complete.</p> <p>CHA: No objection.</p> <p><b>Recommendation;</b> Agree amendment</p>

	1.2.4 The Owner shall not Occupy more than 230 (two hundred and thirty) Dwellings until it has implemented the Frith Hill Cycle Route in accordance with the County Council's approval or in accordance with any variations agreed in writing by the County Council.	1.2.4 The Owner shall not Occupy more than <i>350 (three hundred and fifty)</i> Dwellings until it has implemented the Frith Hill Cycle Route in accordance with the County Council's approval or in accordance with any variations agreed in writing by the County Council.	<p>The route as previously agreed with the CHA is now substantially complete.</p> <p>This revision is required to address compliance requirements of Help to Buy</p> <p>CHA: No objection.</p> <p><b>Recommendation;</b> Agree amendment</p>
Schedule 7 Part 1 Shared Pedestrian/Cycle Infrastructure	1.2.5 In the event that part of the diversion of the Public Bridleway number BW14 fails for statutory reasons or unresolved objections, the Frith Hill Cycle Route shall be dedicated by the Owner as a new Public Bridleway	1.2.5 In the event that the <i>dedication of the new public right of way with cycle rights</i> fails for statutory reasons or unresolved objections, the Frith Hill Cycle Route shall be <i>made permanently available for uninterrupted public use by the Owner and be maintained by the Owner in perpetuity in accordance with the Frith Hill Specification</i>	<p>The route agreed with the CHA does not require the diversion of the existing bridleway.</p> <p>The proposed wording is to ensure that the new public right of way is always available for public use in the event that the dedication process fails.</p> <p>CHA: No objection.</p> <p><b>Recommendation;</b> Agree amendment</p>
	1.2.6 Prior to the Occupation of the 230th (two hundred and	1.2.6 Prior to the Occupation of the <i>350th (three hundred</i>	The route agreed with the CHA does not require the

<p>Schedule 7 Part 1 Shared Pedestrian/Cycle Infrastructure</p>	<p>thirtieth) Dwelling or within 24 (twenty four) months of Commencement of the Development whichever is the sooner the Owner shall pay the County Council's costs in securing the diversion and dedication of the public rights of way. The Owner shall not occupy the 230th (two hundred and thirtieth) Dwelling until the County Council's costs have been paid.</p>	<p><i>and fiftieth</i>) Dwelling the Owner shall pay the County Council's costs in securing the dedication of the public rights of way. The Owner shall not occupy the 350th (<i>three hundred and fiftieth</i>) Dwelling until the County Council's costs have been paid</p>	<p>diversion of the existing bridleway.</p> <p>The works to secure the dedication of this public rights of way are progressing but are not yet complete. This revision is required to address compliance requirements of Help to Buy</p> <p>CHA: No objection.</p> <p><b>Recommendation;</b> Agree amendment</p>
	<p><u>1.3 Brookwood Cycle Parking</u></p> <p>1.3.1 The Owner shall pay the Brookwood Station Cycle Parking Contribution to the County Council prior to Occupation of the 230th (two hundred and thirtieth) Dwelling.</p>	<p><u>1.3 Brookwood Cycle Parking</u></p> <p>1.3.1 The Owner shall pay the Brookwood Station Cycle Parking Contribution to the County Council prior to Occupation of the 275th (two hundred and seventy fiftieth) Dwelling.</p>	<p>This was originally proposed at 350 dwellings. However as both the Borough and County Councils seek to promote sustainable transport concerns were raised that this trigger was too late.</p> <p>The applicant revised the trigger as now proposed.</p> <p>CHA: No objection.</p> <p><b>Recommendation:</b> Agree amendment</p>

	1.3.2 The Owner shall not Occupy nor cause or permit Occupation of more than 229 (two hundred and twenty nine) Dwellings until it has paid the Brookwood Station Cycle Parking Contribution.	1.3.2 The Owner shall not Occupy nor cause or permit Occupation of more than 274 ( <i>two hundred and seventy four</i> ) Dwellings until it has paid the Brookwood Station Cycle Parking Contribution.	This was originally proposed at 349 dwellings.  Having regard to the proposed changes at 1.3.1 this has also been revised.  CHA: No objection.  <b>Recommendation:</b> Agree amendment
Schedule 7 Part 2 Bus Infrastructure and Support	1 The Owner shall submit the Bus Infrastructure Scheme to the County Council for its written approval and shall thereafter implement the Bus Infrastructure Scheme as approved prior to the occupation of the 230 <sup>th</sup> (two hundred and thirtieth) Dwelling or the opening of the supermarket.  2 The Owner shall not occupy more than 229 (two hundred and twenty nine) Dwellings or permit the opening of the supermarket until the Bus Infrastructure Scheme and the	1. The Owner shall submit the Bus Infrastructure Scheme to the County Council for its written approval and shall thereafter implement the Bus Infrastructure Scheme as approved prior to the occupation of the 230 <sup>th</sup> (two hundred and thirtieth) Dwelling or the opening of the supermarket <i>unless otherwise agreed in writing</i> .  2 The Owner shall not occupy more than 229 (two hundred and twenty nine) Dwellings or permit the opening of the supermarket <i>unless otherwise agreed in writing</i> until the Bus	Please see the commentary on "Addition of wording to clauses" in the Definition section above.  CHA: No objection.  <b>Recommendation:</b> Agree amendment  Please see the commentary on "Addition of wording to clauses" in the Definition section above.  CHA: No objection.

	<p>Spine Road Infrastructure have been implemented in accordance with the Bus Infrastructure Guidelines as approved by the County Council or in accordance with any variations agreed in writing by the County Council</p>	<p>Infrastructure Scheme and the Spine Road Infrastructure have been implemented in accordance with the Bus Infrastructure Guidelines as approved by the County Council or in accordance with any variations agreed in writing by the County Council</p>	<p><b>Recommendation:</b> Agree amendment</p>
<p>Schedule 7 Part 2 Bus Infrastructure and Support</p>	<p>3 The Owner shall pay the Bus Contribution to the County Council comprising:-</p> <p>3.1 prior to the Occupation of the 1,200<sup>th</sup> (twelve hundredth) Dwelling or no later than 10 (ten) years from Commencement of the Development whichever is the sooner, the Owner shall pay to the County Council the Bus Contribution in phased payments according to the provisions below for it to Spend towards the provision of new bus services in and serving Deepcut;</p>	<p>3 The Owner shall pay the Bus Contribution to the County Council comprising:-</p> <p>3.1 prior to the Occupation of the 1,200<sup>th</sup> (twelve hundredth) Dwelling or no later than 15 (<i>fifteen</i>) years from Commencement of the Development whichever is the sooner, <i>unless otherwise agreed in writing</i> the Owner shall pay to the County Council the Bus Contribution in phased payments according to the provisions below for it to Spend towards the provision of new bus services in and serving Deepcut;</p>	<p>This clause was originally deleted. However the CHA required that it be re-instated which the applicant has agreed to. To tie in with the payment schedule below the time period has been extended to 15 years</p> <p>There is no reduction in the overall financial contribution to be paid.</p> <p>CHA: No objection.</p> <p><b>Recommendation:</b> Agree amendments</p>

<p>Schedule 7 Part 2 Bus Infrastructure and Support</p>	<p>3.2 prior to the Occupation of 325 (three hundred and twenty five) Dwellings or the Occupation of the supermarket or within 44 (forty four) months from Commencement of the Development, whichever is the sooner, the Owner shall pay the 1<sup>st</sup> (first) payment of £240,000.00 (two hundred and forty thousand pounds) to the County Council</p>	<p>3.2 prior to the Occupation of 325 (<i>three hundred and twenty five</i>) <i>Dwellings or the occupation of the supermarket, the Owner shall pay the 1<sup>st</sup> payment of £120,000.00 (one hundred and twenty thousand pounds index linked) to the County Council</i></p>	<p>These amendments to this and the following payment clauses, introduce an additional payment (10<sup>th</sup>) and reconfigures the 1<sup>st</sup> 2<sup>nd</sup>, 3<sup>rd</sup> amounts to be paid and to recognise the demand for the service from new residents.</p> <p>In the interests of clarity and to be consistent with the other payments “index linked” has been added to the first payment.</p> <p>There is no reduction in the overall financial contribution to be paid.</p> <p>CHA: No objection.</p> <p><b>Recommendation:</b> Agree amendments from 3.2 up to and including clause 3.3.9</p>
	<p>3.3 thereafter, the Owner shall pay further sums (Index Linked) according to the following payment schedule:-</p> <p>3.3.1 the 2<sup>nd</sup> (second) payment comprising</p>	<p>3.3 thereafter, the Owner shall pay further sums (Index Linked) according to the following payment schedule:-</p> <p>3.3.1 <i>the 2<sup>nd</sup> (Second) payment comprising 240,000</i></p>	



<p>Schedule 7 Part 2 Bus Infrastructure and Support</p>	<p>£480,000.00 (four hundred and eighty thousand pounds) prior to the Occupation of 490 (four hundred and ninety) Dwellings or at the 1<sup>st</sup> (first) anniversary date of the previous payment whichever is the sooner;</p> <p>3.3.2 the 3<sup>rd</sup> (third) payment comprising £480,000.00 (four hundred and eighty thousand pounds) prior to the Occupation of 615 (six hundred and fifteen) Dwellings or at the 1<sup>st</sup> (first) anniversary date of the previous payment whichever is the sooner;</p> <p>3.3.3 the 4<sup>th</sup> (fourth) payment comprising £480,000.00 (four hundred and eighty thousand pounds) prior to the Occupation of 745 (seven hundred and forty five) Dwellings or at the 1<sup>st</sup> (first) anniversary date of the previous payment whichever is the sooner;</p> <p>3.3.4 the 5<sup>th</sup> (fifth) payment comprising £480,000.00 (four hundred and eighty thousand</p>	<p><i>(two hundred and forty thousand pounds) at the 1<sup>st</sup> (first) anniversary date of the previous payment</i></p> <p><i>3.3.2 the 3<sup>rd</sup> (third) payment comprising £360,000.00 (three hundred and sixty thousand pounds) at the 1<sup>st</sup> (first) anniversary date of the previous payment</i></p> <p><i>3.3.3 the 4<sup>th</sup> (fourth) payment comprising £480,000.00 (four hundred and eighty thousand pounds) at the 1<sup>st</sup> (first) anniversary date of the previous payment</i></p> <p><i>3.3.4 the 5<sup>th</sup> (fifth) payment comprising £480,000.00 (four</i></p>	
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<p>Schedule 7 Part 2 Bus Infrastructure and Support</p>	<p>pounds) prior to the Occupation of 870 (eight hundred and seventy) Dwellings or at the 1<sup>st</sup> (first) anniversary date of the previous payment whichever is the sooner;</p> <p>3.3.5 the 6th (sixth) payment comprising £480,000.00 (four hundred and eighty thousand pounds) prior to the Occupation of 980 (nine hundred and eighty) Dwellings or at the 1st (first) anniversary date of the previous payment whichever is the sooner;</p> <p>3.3.6 the 7th (seventh) payment comprising £480,000.00 (four hundred and eighty thousand pounds) prior to the Occupation of 1,090 (one thousand and ninety) Dwellings or at the 1st (first) anniversary date of the previous payment whichever is the sooner;</p> <p>3.3.7 the 8th (eighth) payment comprising £480,000.00 (four hundred and</p>	<p><i>hundred and eighty thousand pounds) at the 1<sup>st</sup> (first) anniversary date of the previous payment</i></p> <p><i>3.3.5 the 6<sup>th</sup> (sixth) payment comprising £480,000.00 (four hundred and eighty thousand pounds) or at the 1<sup>st</sup> (first) anniversary date of the previous payment</i></p> <p><i>3.3.6 the 7<sup>th</sup> (seventh) payment comprising £480,000.00 (four hundred and eighty thousand pounds) at the 1<sup>st</sup> (first) anniversary date of the previous payment</i></p> <p><i>3.3.7 the 8<sup>th</sup> (eight) payment comprising £480,000.00 (four</i></p>	
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<p>Schedule 7 Part 2 Bus Infrastructure and Support</p>	<p>eighty thousand pounds) prior to the Occupation of 1,200 (twelve hundred) Dwellings or at the 1st (first) anniversary date of the previous payment whichever is the sooner; and</p> <p>3.3.8 the 9th (ninth) payment comprising a sum of £480,000.00 (four hundred and eighty thousand pounds) payable 1 (one) year after the Occupation of the 1,200th (twelve hundredth) Dwelling or no later than 10 (ten) years from Commencement of the Development, whichever is the sooner.</p>	<p><i>hundred and eighty thousand pounds) at the 1<sup>st</sup> (first) anniversary date of the previous payment</i></p> <p><i>3.3.8 the 9<sup>th</sup> (nineth) payment comprising £480,000.00 (four hundred and eighty thousand pounds) at the 1<sup>st</sup> (first) anniversary date of the previous payment and</i></p> <p><i>3.3.9 the 10<sup>h</sup> (tenth) payment comprising a sum of £480,000.00 (four hundred and eighty thousand pounds) payable at the first anniversary date of the previous payment</i></p>	
<p>Schedule 7 Part 3 Travel Planning</p>	<p>Travel Plan</p> <p>4.1 the provision of individual Travel Plans for each</p>	<p>Travel Plan</p> <p>4.1 the provision of individual Travel Plans for <i>the supermarket, Primary School</i></p>	<p>This amendment and the following associate clauses have arisen as the Primary School and Nursery have been transferred to Surrey</p>

	of the supermarket, Primary School and/or Nursery School;	<i>and Nursery School unless otherwise agreed in writing prior to their Occupation;</i>	County Council as one entity. It is not yet clear whether they will operate as one or two facilities. The proposed amendments provide flexibility to accommodate operation by one or two operators.  CHA: No objection.  <b>Recommendation:</b> Agree amendment up to including clause 4.3
Schedule 7 Part 3 Travel Planning	4.2 that prior to the Occupation of each the supermarket, the Nursery and the Primary School, individual Travel Plans for shall be submitted by the Owner to the County Council for its approval in broad accordance with the Framework Travel Plan dated May 2013 and Surrey County Council's Travel Plans Good Practice Guide;	4.2 that prior to the Occupation of each the supermarket <i>and the Primary School and Nursery</i> , Travel Plans for shall be submitted by the Owner to the County Council for its approval in broad accordance with the Framework Travel Plan dated May 2013 and Surrey County Council's Travel Plans Good Practice Guide;	
Schedule 7 Part 4 Basingstoke Canal Towpath	1. Prior to Occupation of the 230th (two hundred and thirtieth) Dwelling or within 24 (twenty four) months from Commencement of the Development, the Owner shall	1. Prior to Occupation of the 230 <sup>th</sup> (two hundred and thirtieth) Dwelling <i>the Owner</i> shall pay the Basingstoke Canal Towpath Contribution to the County Council for it to	The contribution has been paid to the County Council.  CHA: No objection.

<p>Schedule 7 Part 4 Basingstoke Canal Towpath</p>	<p>pay the Basingstoke Canal Towpath Contribution to the County Council for it to Spend towards the provision of the Basingstoke Canal Towpath Works or works to promote leisure and commuter cycle use of the towpath between the Basingstoke Canal Visitor Centre and Connaught Road comprising:-</p> <p>1.1. the upgrade of the Basingstoke Canal Towpath between Frimley Lock and Pirbright Bridge with the construction of a 3 (three) m wide (except pinch points) reinforced tar and chip sealed surface over an MoT type 1 base, canal bank protection, tree removal, and all necessary signage and ancillary works incidental to the designation of this section of towpath as shared pedestrian/cycle route and subject to remaining funding; and</p>	<p>Spend towards the provision of the Basingstoke Canal Towpath Works or works to promote leisure and commuter cycle use of the towpath comprising between the Basingstoke Canal Visitor Centre and Connaught Road comprising:-</p> <p>1.1. the upgrade of the Basingstoke Canal Towpath between Frimley Lock and Pirbright Bridge with the construction of a 3 (three) m wide (except pinch points) <i>all weather surface and all ancillary works not exclusively</i> including where required canal bank protection, tree removal, and all necessary signage and ancillary works incidental to the designation of this section of towpath as shared pedestrian/cycle route <i>to be designed taking due account that the purpose of the Council Council's ownership of the Canal is to provide countryside for quiet</i></p>	<p>The purpose of the proposed amendment is to overcome compliance issues for developers, prospective purchasers and Help to Buy</p> <p><b>Recommendation:</b> Agree amendment</p> <p>The County Council sought an amendment to the specification so that there would be more flexibility in the specification for the towpath. The applicant has agreed to this revision.</p> <p>CHA: No objection.</p> <p><b>Recommendation:</b> Agree amendment</p>
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		<i>recreation and subject to remaining funding; and</i>	
Schedule 7 Part 5 Shared Pedestrian/Cycle Route Drawings	Frith Hill Cycle/Pedestrian Link Drawing Number 22729 L852a  Internal Spine Road  Drawing Number 22729 LEA850a	Frith Hill Cycle/Pedestrian Link  <i>DC1-ODM-CX-119-XX-DR-03-0059 Frith Hill Cycle Route P-01</i>  <i>Deleted</i>	

# S106 Refresh Deed of Variation Briefing Note

## **Princess Royal Barracks**

Brunswick Road  
Deepcut  
Camberley  
GU16 6RN

November 2021

## **Prepared by**

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## **Contents**

<b>Section</b>		<b>Page</b>
<b>1</b>	<b>INTRODUCTION</b>	<b>3</b>
<b>2</b>	<b>CORRECTING INCONSISTENCES IN THE AGREEMENT</b>	<b>4</b>
<b>3</b>	<b>LESSONS LEARNED</b>	<b>5</b>
<b>4</b>	<b>SUPPORTING THE SALE OF RESIDENTIAL PARCELS</b>	<b>6</b>
<b>5</b>	<b>HELP TO BUY FUNDING</b>	<b>7</b>
<b>6</b>	<b>SUMMARY</b>	<b>8</b>



# 1 INTRODUCTION

- 1.1 The intention of the proposed Refresh Deed of Variation to the s106 Agreement associated with Hybrid Planning Permission 12/0546 (as amended) is to make a final suite of minor amendments to the Agreement to assist the signatories, Surrey Heath Borough Council, Surrey County Council and the Secretary of State for Defence, in the timely and practicable delivery of the remainder of the approved development at Princess Royal Barracks, Deepcut.
- 1.2 The suggested minor amendments fall into the following categories:
- Rectifying minor inconsistencies in the original s106 agreement compared to the approved Hybrid development in 12/0546 and detailed planning permissions granted since the original agreement was entered in to
  - Learning from Phase 1 and Phase 2 delivery to ensure practical delivery of the remainder of the approved development in a timely manner before the Hybrid Planning Permission expires in April 2024
  - Supporting the marketing of the remaining land parcels in accordance with the recently approved Affordable Housing Strategy and seeking to ensure all parcels can be sold before expiry of the Hybrid Planning Permission in April 2024.
  - Securing Help to Buy funding eligibility for future residents on the site
- 1.3 It is the principle of the changes are sought at this time. The final obligation wording is proposed to be agreed during the formal agreement drafting stage, post resolution to grant.

## **2 CORRECTING INCONSISTENCIES IN THE AGREEMENT**

2.1 The s106 was original agreed in 2014. Since that time there have been detailed planning permission granted for:

- Phase 1 Infrastructure
- Phase 2a and 2b Residential
- Phase 3a Primary School and Nursery
- Phase 3c Public House
- Phase 4a Residential

2.2 The majority of these works are approved slightly different than envisaged on the original indicative approved plans, which is typical in terms of Reserved Matters Planning applications compared to the original Outline Planning Permission.

2.3 The s106 Refresh takes into account the detailed approvals to date and makes associated minor amendments to correct the s106 accordingly and support the compliant delivery of the remainder of works.

2.4 Amendments in this category are principally to do with regularising the permission based on permissions granted since the original s106 agreement was entered in to. All of the above permissions were presented and approved by Planning Committee, so these changes are not proposing anything that has not already been approved by Planning Committee. As a result, they should not present any cause for concern.

### **3 LESSONS LEARNED**

- 3.1 Working with the Council and County Council on the practical delivery of the scheme it has become clear to all parties that the requirements are particularly onerous and potentially undermining the successful delivery of the remainder of the development prior to expiry of the planning permission in April 2024.
- 3.2 A good example is the Mindenhurst Road (The Spine Road). This road has been provided and is in use now, but technically has not been 'delivered' as per the requirements of the s106 drafting. Accordingly no more than 230 dwellings should be constructed and occupied on site unless the wording is altered. This is a requirement that will soon be breached, which is disappointing and also unnecessary when the spirit and intention of the agreement has been complied with and the road is physically available and in use. The obligation is to ensure that the work is delivery in time, which has been achieved. This is the same principle as for the other amendments of this type which are sought.
- 3.3 Changes in this category are to remove such anomalies and make it easier to deliver the remaining works onsite without removing any control or power from the Council or County Council. This category of changes also includes the removal of time triggers in certain instances in order to rely on the construction or occupation activity, which is what causes the need for the requirement rather than time expended since the development originally commenced.
- 3.4 These amendments should not be any concern as the proposed drafting still ensures the timely delivery of the required works to support the new residents.

## **4 SUPPORTING THE SALE OF RESIDENTIAL PARCELS**

- 4.1 The s106 was originally drafted based on the typical scenario where the developer of the residential homes is also responsible for the provision of the associated infrastructure to support such homes. This is not how the redevelopment of Princess Royal Barracks is proceeding. The Ministry of Defence (MoD) is responsible for the delivery of site infrastructure and the residential developers only responsible for the development of the residential plots.
- 4.2 The s106 as drafted is unfortunately now providing a barrier to the successful sale of residential land and subsequent delivery of dwellings before the expiry of the planning permission.
- 4.3 In order to proceed with the completion of land purchases the developers are requiring no obstacles outside of their control that would block full occupation of their parcels by future residents. As a reminder, in accordance with the recently approved Affordable Housing Scheme, the MoD is aiming to market all sites except Phase 6d between now and May 2022. An Affordable Housing review mechanism will then be undertaken to establish whether Phase 6d should include more than 15% Affordable Housing. We are proposing to amend some drafting in order to support the land sales programme and seek to protect land value in order to increase prospects of successful additional Affordable Housing review mechanism.
- 4.4 These new triggers are backstop dates rather than targets. For example, with off-site highways triggers we are proposing that the works begin within 6 months of entering into a Highways Agreement. In terms of on-site works, the MoD has entered into a Planning Performance Agreement with the Council to submit all remaining Reserved Matters applications for none residential areas between now and mid-2022. At that point the entire on-site infrastructure works to support residential occupation will be approved and able to be implemented.
- 4.5 Without such changes the success of the residential land sales process and subsequent full completion of the development before the expiry of the Hybrid Planning Permission will be severely undermined.
- 4.6 Examples of changes in this category include the phased delivery of the Southern SANGS Land. As proposed, there will always be enough SANGS land available to support the level on onsite occupations, but it is more flexible and supportive of residential delivery than requiring all the SANGS land to be available before any occupation.
- 4.7 These amendments have been discussed in depth with the Council, County Council and relevant statutory consultees such as Natural England and should therefore not present any cause for concern.

## **5 HELP TO BUY FUNDING**

- 5.1 The Help to Buy scheme offers an equity loan where the government lends first-time buyers money to purchase a newly built home. The number of people buying a home through the Help to Buy scheme is at an all-time high. New figures released on 13 August 2021 show that from 1 April 2020 to 31 March 2021 over 55,000 households bought their home with the support of a Help to Buy: equity loan.
- 5.2 The residential development market is highly dependent on the Help to Buy scheme. Where a site is not eligible for the scheme it can prevent it from selling and can prevent first-time buyers from purchasing property. Lack of eligibility can also make any dwellings already constructed unaffordable to first-time buyers.
- 5.3 The eligibility requirements for the scheme have recently altered. Residential developments need to demonstrate compliance with pre-occupation planning conditions and s106 obligations in order for funds to be allocated to purchasers. With the existing s106 drafting, current parcels and future parcels at Deepcut may not be eligible for funding. This would represent a major disadvantage to the desirability of the development to potential homeowners and the residential developer market.
- 5.4 Changes proposed in this DoV would allow existing dwellings provided on site to be eligible for the Help to Buy scheme, and support future parcels being applicable. The former will support first time buyers ready to complete purchases and move on to the site. The latter will greatly enhance desirability and demand for the remaining phases to future homeowners and the residential development market. This will greatly support the successful marketing of the remaining land parcels, and enhance viability to support additional affordable housing provision via the review mechanisms.
- 5.5 The s106 agreed in 2014 could not have anticipated the Help to Buy requirements in 2021. These changes are to reflect the new requirement and ensure that Deepcut is eligible for future homeowners. Accordingly, such changes should not be any cause for concern

## **6 SUMMARY**

- 6.1 The s106 Deed of Variation is proposed to represent the final suite of changes to the s106 Agreement to facilitate delivery of the remainder of the Hybrid Planning Permission before its expiry in April 2024. The principle of the changes is relatively simply, but as the s106 is a legal document and drafted accordingly, the quantum of amendments needed to capture the changes correctly can look large and of more consequence than the actual minor effect of the proposal.
- 6.2 The proposal regularises the agreement in accordance with detailed planning permissions granted to date by Planning Committee. These are essential changes to avoid inconsistencies in approvals. The proposal would also support the site being eligible for the Help to Buy scheme, support successful marketing of the site in accordance with the recently approved Affordable Housing Strategy, and protect value to in terms of the future Affordable Housing review mechanisms.
- 6.3 Also within the proposal is the amendment to the proposed Frimley Green junction to address resident concerns expressed regarding the originally approved scope of works. This fits within the category of changes within the scope of supporting land sales. Currently, future land sales are unlikely to be successful as occupation could not happen until the previous traffic light junction is implemented. Approval would allow land sales and allow a scheme supported by residents to be implemented instead. It will also allow time for the common land process to be undertaken to allow the new preferred scheme to be implemented. This process can begin upon successful resolution of the s106 Refresh Deed of Variation.
- 6.4 Overall, the proposal represents no loss of control by the Council or County Council and has support from statutory consultees, whilst supporting all of the benefits to the development outlined above. The Council, County Council and MoD have spent several months reviewing all proposed amendments in detail to ensure they are correct. Accordingly, we hope that this proposal is something the Council can fully support in order to support the successful delivery of the development in accordance with the overarching vision and aspiration for the site, as originally established in the Deepcut SPD.

<b>APPLICATION NUMBER</b>	<b>21/1003/MPO</b>
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**DEVELOPMENT AFFECTING ROADS**  
**TOWN AND COUNTRY PLANNING GENERAL DEVELOPMENT ORDER 1992**

**Applicant:** Ben Stalham - G L Hearn

**Location:** Mindenhurst, Princess Royal Barracks, Brunswick Road, Deepcut, Camberley, Surrey, GU16 6RN

**Development:** Application to vary the section 106 agreement, as varied, in respect of hybrid permission 12/0546, as amended by 18/0619 and 18/1002 to amend the delivery or occupation or payment triggers.

<b>Contact Officer</b>	Andrew Stokes	<b>Consultation Date</b>	11 October 2021	<b>Response Date</b>	30 November 2021
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**The proposed Deed of Variation request has been considered by THE COUNTY HIGHWAY AUTHORITY who recommends a Deed of Variation be completed to include the following:**

All Highways Works clauses of the original s106, now include 'unless otherwise agreed' into the triggers, which means that if there are further delays, these can be agreed on a case-by-case basis, without the need for a further Deed of Variation. Subject to the views of the Planning Case Officer and the LPA, any such decision maybe still be required by the Planning Applications Committee.

The Highways Works Clauses now also require that the works are started within 6 months of entering the S278 Highway Agreement which adds further commitment by DIO to commence the works the appropriate time. Whilst some triggers may seem a long way in the future, the time required to procure and deliver a set of highway works can be lengthy. For example, an applicant must first undertake their own detailed design to secure the Highway Authority approval. At the same time a S278 legal Agreement must also be procured and completed. Only once the detailed design is nearing completion can the developer seek and appoint a contractor. All of which can easily take up to 12 months. Some works may take 6 months or more to construct; therefore if a set of works has a trigger requiring construction before the occupation of a given number of dwellings, the collective work involved to achieve that often commences 18 months or more before the specified trigger.

**Commentary on the proposed changes and the implications are listed below:**

**Spine Road and Spine Rd Infrastructure**

This trigger changes from 230 dwellings to 350 dwellings and has no effect as the works are already substantially complete, except for snagging issues and minor defects.

**J3/M3**

It is agreed that these works will remain to be delivered by the applicant, with a mechanism to be replaced by an index linked financial contribution of £125,000 if SCC, SHBC and DIO agree. The County Council have put J3 of the M3 for consideration in the National Highways RIS3 period 2025 –2030. If

successful, a larger more comprehensive scheme would be delivered addressing both the development impact and existing congestion, with construction taking place between 2030-2035. The mechanism to provide a financial contribution in lieu of the development related works could be used as matched funding if the National Highways scheme progresses, and match funding is required.

### **Red Road/Guildford Road/Gordons School Roundabout**

This trigger changes from 600 to 650 dwellings for construction of the works. This is acceptable to the Highway Authority and is not considered to have a material impact.

### **Gole Road / Dawney Hill Road/A324**

This trigger changes from 800 to 850 dwellings for construction of the works. This is acceptable to the Highway Authority and is not considered to have a material impact.

### **Env Imps**

This trigger changes from 400 to 550 dwellings for construction of the works. This is acceptable to the Highway Authority and is not considered to have a material impact. The design of the scheme and associated legal Agreement is well advanced, subject to resolving outstanding matters relating to adjacent trees.

### **Frith Hill Cycle Route**

This obligation has already been met. However, the alignment of the route has been adjusted to suit land constraints, to take account of bridleway boundaries, land ownership, topography and trees.

The changes also reflect the way the route will be dedicated as a public highway. Whereas the original s106 anticipated an extension to the existing bridleway network, the Deed of Variation will see the new route, (which for most of its length does not interfere with the existing bridleway network), dedicated as a cycle track. This still meets the needs of new users being able to walk and cycle from Deepcut to the Tomlinscote area of Frimley.

### **Frimley Green**

This trigger changes from 450 to 700 dwellings for construction of the works.

The proposed changes seek to replace the proposed traffic signals required by the original s106 Agreement, with an improved roundabouts proposal. The proposal has been developed jointly by DIO's designers in discussion with SCC, SHBC and Frimley Green residents. In broad terms the replacement roundabouts proposal encompasses a very similar kerb alignment to that proposed by the traffic lights proposal but adjusted to suit roundabout design standards. The number and length of approach lanes are broadly the same as the traffic signal solution and therefore have capacity to deliver similar levels of improvement.

The change in design removes the traffic light-controlled pedestrian crossing provisions of the s106 scheme, and instead replaces them with good quality pedestrian islands across all arms of each junction. It is expected that the size of these will be maximised during the detailed design process.

The removal of the traffic lights negates the need for the associated street furniture (poles, lights, push buttons etc.) and this approach will be carried forward into the detailed design of the replacement scheme, with an ethos of minimising street clutter and maximising quality through careful use of materials and design.

Aside from the time delays caused by the pandemic, the extended time triggers also reflect the additional time incurred in agreeing a replacement scheme with residents, but primarily in anticipation of the additional work stream to secure the Commons Land consent. Whilst these delays are regrettable, the Highway Authority is comfortable that the replacement scheme satisfactorily addresses the impact of the development at this location.

### **Bus infrastructure**



It is important to recognise that all payments remain index linked and the totality of the combined sum payable by DIO does not change. The proposed changes relate to the phasing of the payments which specifically results in reduced sums totalling £480,000 being paid in the first 3 years, but with the payment of an additional sum of £480,000 in the 10<sup>th</sup> year. The same total index linked sum of up to £4.08m remains payable.

The infrastructure to support the new services has been installed and comprises the first timber bus shelters of their type in Surrey, with integrated cycle parking. The Real Time Passenger Information boards are to be installed prior to the introduction of the first bus services.

### **Basingstoke Canal**

The works will be delivered by the County Council and the associated financial contribution has been paid. Design work is underway, with commencement of construction anticipated towards the end of next year. The proposed changes reflect this position and provide greater flexibility in the surface type and specification.

### **Cycle Network Strategy**

The changes mean that the care home development may take place without some elements of the cycle route network being in place. This is due to negotiations of the care-home land parcel being further advanced than the delivery of the highway works leading to Deepcut Bridge Road. None of the changes affect the overall quality of the provision anticipated by the original s106 Agreement. Similarly, the change does not affect the overall provision of the cycle route network.

The wording 'unless otherwise agreed' has been agreed in some provisions to allow flexibility in the specification to be provided, for example where a width of 3m may not be achievable due to tree roots, or if ecology reasons prevent the installation of lighting. The Highway Authority fully expect all paths to still be a minimum width of 3m wide and to be bit lit wherever possible.

### **School and Nursery Travel Plans**

It is agreed that 'unless otherwise agreed' is used to provide flexibility. If the School and Nursery are one operator, the Highway Authority would be happy for one Travel Plan to be provided. If on the other hand, they are two operators, two Travel Plans will still be required as per the current s106.

### **Bellew Road Closure Contribution**

It is agreed that 'unless otherwise agreed in writing' be inserted to provide flexibility. This would allow an alternative closure point to be proposed and be consulted upon if the closure takes place in a different location to that currently indicated in the s106.

### **Summary**

In general terms and except for the junction solution at Frimley Green, all obligations remain to deliver the same level of infrastructure as the original s106 Agreement. The Frith Hill Cycle route delivers the same level of infrastructure but following a different alignment and route

Having regard to all the above, the Highway Authority is satisfied that the DoV request is acceptable in highway and transport terms.

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**Total Site Area: 114.32 ha**

Land Use	Land Take (ha)
<b>Community and Retail</b>	
New Retail/public house	1.15
Primary School 2FE and nursery	2.00
C2 residential home	1.27
New church hall	0.01
Infrastructure	0.22
<b>Sub-total</b>	<b>4.65</b>
<b>Open Space</b>	
SANGS total	35.00
ANGSt total	19.85
SANGS link	1.07
Community allotments	1.16
Sports hub (fields/pitches)	7.00
Play area - MUGA, NEAP, gym	0.50
Park and cemetery (includes retained playing fields)	2.54
Village green	2.00
<b>Sub-total</b>	<b>69.12</b>
<b>Residential</b>	
Residential total (ha) (including misc. roads, incidental open space, at 30 dph number of homes = Total 1200 inc. conversions)	40.55
<b>Grand Total</b>	<b>114.32</b>

Application site boundary	Infrastructure	Village green
New housing	ANGST	SNCI boundary
Primary school and nursery	Sports hub	Conversions (Separate application)
New retail/pub	SANGS	
New church hall	SANGS link	
Care home	Community allotments	
	Park	



Deepcut Princess Royal Barracks Planning Application

**Figure 3.3**  
Indicative Land Use Plan

Based upon the Ordnance Survey Map with the permission of the Controller of Her Majesty's Stationery Office. © Crown Copyright. 100001776.

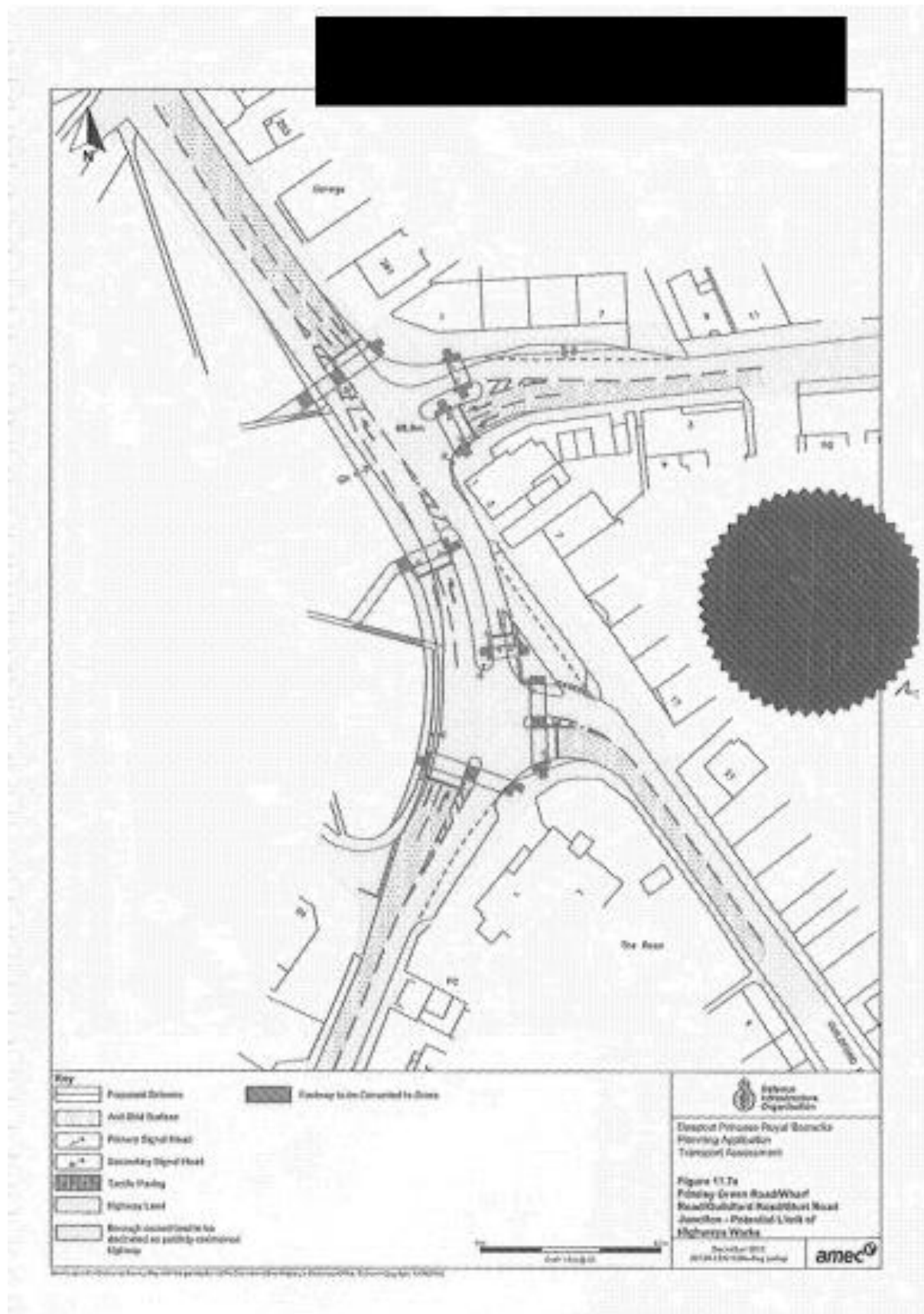
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Annex F Agreed layout - Frimley Green traffic lights

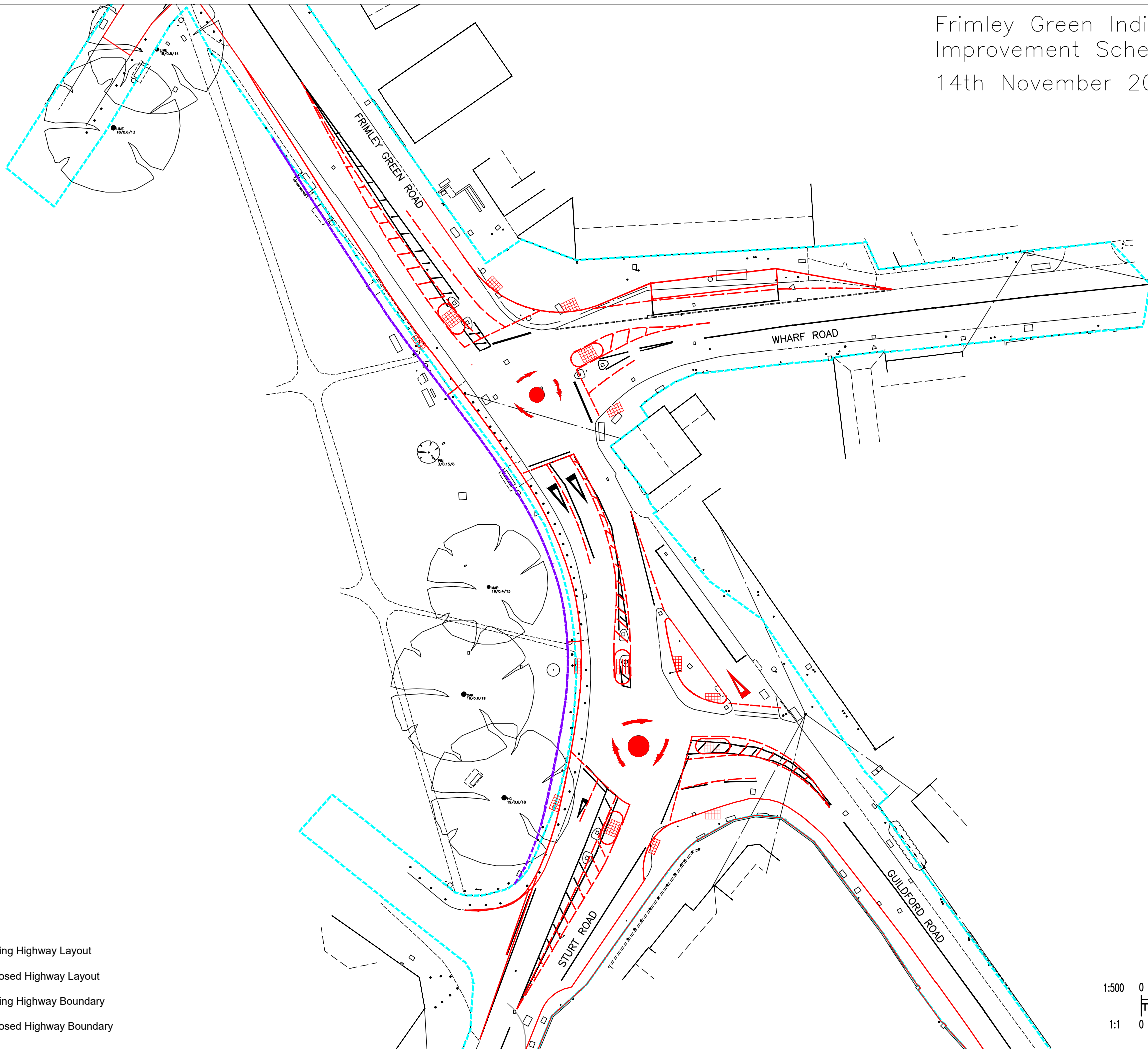


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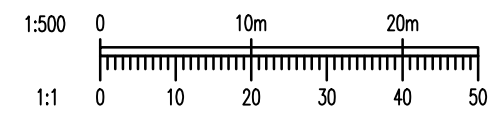
# Frimley Green Indicative Junction Improvement Scheme

14th November 2019



Key

- Existing Highway Layout
- Proposed Highway Layout
- Existing Highway Boundary
- Proposed Highway Boundary



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20/0514/FFU

Reg. Date 10 June 2021

Heatherside

<b>LOCATION:</b>	1 Middle Close, Camberley, Surrey, GU15 1NZ,
<b>PROPOSAL:</b>	Proposed single storey front extension including two roof lights, a two storey extension to the western side elevation following demolition of the existing garage, change to main roof form, six roof lights to main front roof slope, two rear dormers and fenestration alterations (this application is a resubmission of 19/0701 to allow for alterations to the height of the building and the front gables, alterations to the dormers and fenestration, and the installation of fixed plant for heating and cooling units) - retrospective.
<b>TYPE:</b>	Full Planning Application
<b>APPLICANT:</b>	Mr B Mudgal
<b>OFFICER:</b>	Miss Shannon Kimber

This application would normally be determined under the Council's Scheme of Delegation. However, it is being reported to the Planning Applications Committee by Cllr. E. Hawkins, on the grounds of residents' concerns over size and bulk, and concerns over the inappropriateness of the heating and cooling units and their potential impact on the residential amenities of the occupiers of 3 Middle Close.

This application was originally reported to the 15 July 2021 committee, with an officer recommendation for approval, but deferred to await the Environmental Health Officer's comments on the technical specification of the heating and cooling units and to enable a Member site visit to consider the size and bulk of the proposal.

A Member site visit took place on the 10 August 2021 with the application due to be reported back to committee on 12 August 2021. However, following the site visit, it became apparent that there were some inaccuracies on the drawings which required amending. In addition, the comments received from Environmental Health required further clarification. Consequently, the application was again deferred.

Since August 2021, there has been a delay with the applicant providing corrected drawings. Amended plans were received on 5 October, superseded by plans received on 22 November 2021. Re-consultation has been undertaken. Officers have also revisited the site to verify that the plans are accurate. Officers sought further noise survey details pertaining to the heating and cooling units, but this has not been forthcoming.

## **RECOMMENDATION: REFUSE**

### **1.0 SUMMARY**

- 1.1 This is a retrospective application for amendments to the 2019 approval (19/0701), however despite numerous attempts to secure amended plans for the development as built, the submitted plans do not reflect the built form on site. While the deviation in the submitted plans could be considered minor in of themselves, the Local Planning Authority considers that an assessment of the built form and its impact on the character and appearance of the area is not reasonable in the absence of accurate

plans. In addition it could be considered that such an assessment would have no benefit given that even if approved, a breach of planning control would remain. In light of this a reason for refusal is proposed on this ground.

- 1.2 The Environmental Health Officer (EHO) objects to the noise effects of the heating and cooling units located on the flank wall closest to no. 3 Middle Close. Despite officer requests no noise report has been provided to demonstrate that there are attenuation methods to comply with British Standards and to satisfy the requirements of the EHO. In the absence of this there is considered to be adverse harm to the residential amenities of the owner/occupiers of 3 Middle Close and for this reason the application is recommended for refusal.

## **2.0 SITE DESCRIPTION**

- 2.1 The application site is a two storey, detached dwelling. It is located to the south of the highway. It is within the Hedged Estate Character Area. The surrounding area is predominantly residential.

## **3.0 RELEVANT HISTORY**

- 3.1 84/0176 Two storey extension  
*Approved 16.04.1984*
- 3.2 87/0767 Erection of double length garage  
*Approved 21.08.1987*
- 3.3 19/0026 Erection of first floor side extensions either side of property, single storey front extension, roof extension, five front rooflights and two rear dormer windows, and two side rooflights.  
*Withdrawn 11.03.2019*
- 3.4 19/0234 Proposed single storey front extension including 2 rooflights, first floor side extension to both sides of property, change to main roof form and increase in ridge height, 6 rooflights to main front roof slope, two rear dormers and fenestration alterations to front and rear elevations.  
*Approved 01.08.2019 and of material relevance to this submission. For a copy of the Officer's Delegated Report that supported this permission please see Annex B.*
- 3.5 19/0701/FFU Proposed single storey front extension including two roof lights, first floor extension to the eastern side elevation, a two storey extension to the western side elevation following demolition of the existing garage, change to main roof form to increase in ridge height, six roof lights to main front roof slope, two rear dormers and fenestration alterations to front and rear elevations (this application is a resubmission of 19/0234 to allow for a replacement garage to the west, application of render to external elevations and to increase the width of the rear dormer windows) - Part retrospective.  
*Approved 07.11.2019 and of material relevance to this submission. For a copy of the Officer's Delegated Report that supported this permission please see Annex A.*

- 3.6 19/2169/PMR Proposed single storey front extension including two roof lights, first floor extension to the eastern side elevation, a two storey extension to the western side elevation, following demolition of the existing garage, change to main roof form to increase in ridge height, six roof lights to main front roof slope, two rear dormers and fenestration alterations to front and rear elevations (this application is an amendment to 19/0701 to allow for an enlarged first floor side extension and four additional rooflights).

*Withdrawn 03.02.2020*

- 3.7 20/0407/FFU Erection of first floor side extension with accommodation in the roof, including rooflights

*Withdrawn 01.06.2020*

#### **4.0 THE PROPOSAL**

- 4.1 This is a retrospective application with full planning permission sought for as built amendments to the 2019 approval. In effect, this is a resubmission of 19/0701 (see paragraph 3.5 above) which granted permission for a single storey front extension with two roof lights and a two-storey extension to the western side elevation following demolition of the existing garage (amongst other things).

- 4.2 As submitted the plans provided with the application showed the following deviations from the 2019 approved plans:

- The first-floor infill extension to the eastern side elevation has not been built and is no longer proposed;
- A total of 5 heating and cooling units (one to the eastern side elevation, one to the rear elevation and three to the western side elevation) have been installed. Each unit has a height of 0.5 metres, a width of 0.9 metres and a depth of 0.4 metres. They project 0.5 metres from the dwelling and have a maximum height of 3.4 metres above the adjacent ground level;
- An alteration to the two rear dormers, including relocation on the roof slope, increase width by 0.9 metres (from 2.6 metres to 3.5 metres), decrease the width of the glazing by 0.5 metres (from 2.3 metres to 1.8 metres) and a decrease in depth by 0.2 metres (from 2.6 metres to 2.4 metres). The heights of the dormers have not been changed;
- Reduction in the maximum height of the dwelling by 0.2 metres (from 8.4 metres to 8.2 metres);
- Increase in the height of the two gables to the front elevation by 0.6 metres (from 7.4 metres to 8 metres); and,
- Fenestration alterations including the relocation of windows and doors to the front, western side (of the existing single storey structure) and rear elevations at ground floor level, relocation of windows to the front elevation at first floor level and relocation of roof lights to front roof slope at second floor level.

- 4.3 Following the 12 August 2021 Planning Applications Committee an amended set of plan were received. However, these remained inaccurate and as consequence a further set were sought. On the 22<sup>nd</sup> November these were provided. The amended plans show some corrections as listed below:

The front elevation now shows the correct position of the garage door, windows are shown 0.2 metres lower than the soffit at ground floor level and 0.1 metres lower at first floor level and one wider window to the family room.

- The western elevation now shows a gently sloping roof (0.1 metres difference in height between the maximum height and eaves) and the eaves overhang of 0.4 metres for the single storey rear extension.
- Ground floor plan now shows the single storey rear extension with a depth of 1.4 metres, with a roof with a depth of 1.7 metres, so that the floor plans and elevations match.
- The rear elevation has been amended to show some correction to the fenestration.
- The ground floor plan/block plan now shows parking, turning and vehicle access to the garage, along with the location of soakaways, hardstanding and vegetation/boundary treatment. The retaining wall in the rear garden has been shown in the correct position.
- The distance from western side elevation of 1 Middle Close to the boundary and the side elevation of number 3 has been corrected on the block plan and floor plans so that the separation distance on the plans matches the distance measured on site (1 metre minimum separation distance between side elevations).

4.4 However, despite the submission of two sets of amended plans there remain a number of discrepancies in the development as built and that shown on the submitted plans. In addition, while the applicant has provided technical details for the heating and cooling units installed no noise survey or assessment has been provided.

## 5.0 CONSULTATION RESPONSES

- |     |                              |  |
|-----|------------------------------|--|
| 5.1 | County Highways Authority    | No comments or requirements to make.   |
| 5.2 | Environmental Health Officer | Raises objection. The heating and cooling units on the western side elevation result in adverse noise pollution for the occupants of 3 Middle Close (see section 7.5 of this report for more detail) |

## 6.0 REPRESENTATION

6.1 At the time of preparation of this report 15 letters of representation have been received, from 9 addresses. These are summarised below:

- Confusion of description of development [*Officer comment: The description of development has since been rewritten to clarify the development, also see 3.1 for a full list of amendments*];
- Conflict with national policy, local plan policies and supplementary planning documents [*Officer comment: The relevant policies are included at the start of each sub-section (7.4 and 7.5), and the development has been assessed against them*];

- Development too high and too wide (both this proposal and the cumulative impact of the existing extensions). The scale, bulk and mass of the development results in a cramped form of development and constitutes over development and is out of keeping with character of area as there are no other dwelling of this size within the estate [*Officer comment: See section 7.4*];
- Negative impact on the residential amenities of the occupiers of neighbouring properties due to proximity to boundary, loss of light, overly dominant and loss of privacy [*Officer comment: See section 7.5*];
- Excessive and unreasonable noise and pollution caused by the heating and cooling units, as well as noise and disturbance from the building works. The heating and cooling units also give the appearance of an industrial use rather than residential [*Officer comment: See section 7.5*];
- Insufficient parking and damage to Middle Close by delivery lorries [*Officer comment: See section 7.7 of Annex B*];
- Damage to/removal of vegetation during construction, contrary to previously imposed planning conditions [*Officer comment: See section 7.5 of Annex B – Officer’s delegated report for 19/0234. It is regrettable this condition was not followed. However, this vegetation was compromised prior to the first development and was not covered by a TPO. It has now been lost*];
- Inaccurate plans [*Officer comment: amended plans have been submitted*];
- The developers did not build in accordance with the plans from the previous approval and has been undertaken retrospectively. If approved, the development would set a precedent for a ‘built now and apply later’ attitude of development [*Officer comment: This point is noted, this application is to apply retrospectively for the development as built*];
- Is a restrictive covenant prohibiting front boundary fencing no longer active? [*Officer comment: No front boundary treatment has been approved previously at 1 Middle Close and none is sought by this application. In any event restrictive covenants are outside of the Planning Authority’s remit*];
- Developer has had no regard for the neighbours during construction, hours of operation have not been followed [*Officer comment: This is outside of the Planning Authority’s remit, although the developer should be compliant with other legislation including the Control of Pollution Act 1974 which limits the hours of noisy construction work*];
- General dislike of proposal and negative impact on outlooks [*Officer comment: Whilst this point is noted neither is a material planning consideration*].
- Drainage concerns [*Officer comment: The agent has confirmed that the waste water will connect to the mains drainage and the water from guttering and run off will be disposed of on-site through soakaways*].

## 7.0 PLANNING CONSIDERATION

- 7.1 The application site is located within the defined settlement boundary, as set out in the proposals map included in the Core Strategy and Development Management Policies document 2012 (CSDMP). For this proposed development, consideration is given to policy DM9 of the CSDMP and the National Planning Policy Framework

(NPPF). The Residential Design Guide (RDG) Supplementary Planning Document 2017 as well as the Western Urban Area Character (WUAC) Supplementary Planning Document 2012 also offer relevant advice.

- 7.2 Planning approval 19/0701 (which was an amendment to 19/0234) is also a material consideration. Since this permission there has been no change to policy. For completeness and comparison purposes a copy of the officer's reports for 19/0701 and 19/0234 is included with this agenda (Annexes A and B, respectively).
- 7.3 On this basis, the following assessment concentrates on the built alterations to the 2019 approval (listed in paragraph 4.2 of this report), relating to the following main issues:
- Impact on the character and appearance of the surrounding area; and,
  - Impact on the residential amenity of neighbouring properties

#### **7.4 Character and appearance of the area**

- 7.4.1 Para. 130 of the National Planning Policy Framework (NPPF) requires good design principles; subparagraphs b and c clarify that a visually attractive extension which is sympathetic to local character should be acceptable. Policy DM9 of the CSDMP states that development will be acceptable where it achieves a high-quality design which respects and enhances the local character in its urban setting, paying particular regard to scale, materials, massing and bulk. Policy DM9 also seeks to protect vegetation worthy of protection.
- 7.4.2 Principle 7.8 of the RDG sets out guidelines for designers detailing that design which positively contributes to the character and quality of the area will be supported. Principle 7.9 focuses on window design and principles 10.1, 10.2, 10.3 and 10.5 focus on extensions to existing dwellings.
- 7.4.3 The WUAC sets out the importance of achieving a good design which builds on the existing character of an area. The application site is located within the Hedged Estate Character Area, this area is characterised by a regimental layout of generous plots containing detached dwellings with hedges enclosing the plots, creating a green appearance.
- 7.4.4 Guiding principle (HE1a) of the WUAC SPD states the importance of maintaining space between and around buildings. HE2 seeks to ensure the form appearance, spacing and plot ratios are not harmful, HE3 states the importance of vegetation and soft boundaries. HE4 seeks to improve architectural quality.
- 7.4.5 The three heating and cooling units to the western side elevation and the one unit to the eastern side elevation are visible from the public realm. However, due to their positioning, only the front-most unit would be clearly visible. Given their size and siting these units are not considered to have any significant adverse impact to the appearance of the dwelling or wider area.
- 7.4.6 The most visible deviation from the approved 2019 plans are the alteration to the gables on the front elevation which show a height increase of 0.6m from that approved in 2019, however there are concerns that the extent of the changes shown on the latest submitted plans still do not reflect the form of the gables as built. There are also clear deviations in the fenestration details shown. A further concern is the extent of rain water and waste pipes installed and the fact these are not shown on the plans. Officers have made repeated requests for amended plans to accurately show the development as built, however it remains that the submitted plans are still not accurate. It is therefore considered the Local Planning Authority cannot reasonably undertake an assessment of the built developments impact on



the character and appearance of the area and accordingly cannot conclude the aims and objectives of the NPPF, Policy DM9 of the CSDMP, the RDG and the WUAC are met. A reason for refusal is therefore proposed.

## **7.5 Impact on residential amenity of neighbouring properties**

- 7.5.1 Para. 130(f) of the NPPF seeks to create a high standard of amenity for existing and future users. Para. 185. States that new development should be appropriate for its location taking into account the likely effects (including cumulative effects) of pollution on health, living conditions and the natural environment, as well as the potential sensitivity of the site or the wider area to impacts that could arise from the development. In doing so the development should mitigate and reduce to a minimum potential adverse impacts resulting from noise from new development and avoid noise giving rise to significant adverse impacts on health and the quality of life. This is further supported by the Noise Policy Statement for England (Department for Environment, Food & Rural Affairs, 2010).
- 7.5.2 Policy DM9 of the CSDMP states that development will be acceptable where the proposal respects the amenities of the occupiers of neighbouring properties and uses. The importance of appropriate design for extensions, so as not to result in a material loss of amenity for the occupiers of neighbouring properties, is set out in principles 8.1 and 10.1 of the RDG.
- 7.5.3 The three heating and cooling units on the western side elevation are a minimum of 0.5 metres from the side wall of 3 Middle Close. Environmental Health have been consulted regarding the potential noise impacts from these units. It is accepted that the side elevation of number 3, which is blank, is not a noise sensitive area. However, the first metre to the front of the window on the front elevation of number 3 (which serves an annex), and the garden area to the rear are noise sensitive areas. Due to the proximity of these units to the boundary and the noise sensitive areas to the front and rear, these areas would be affected by the units. The technical details submitted with this application indicate that the units may well cause serious annoyance to neighbours and exceedance of daytime amenity levels in the adjoining garden. It has been recommended by Environmental Health that a report assessing the existing units and any potential methods for these units to comply with BS4142:14 be submitted. Whilst one was sought, no such report has been submitted by the agent. As such, it has not been demonstrated that there are attenuation methods which would result in a scheme that complies with the British Standards. The existing units do not comply with the British Standards and as such, are considered to result in an adverse impact on the amenities of the occupiers of this neighbouring property.
- 7.5.4 There is an alteration to the western fenestration approved in 2019. This is at ground floor level only and sited 18 metres from the shared boundary with no. 3 Middle Close. This is not considered to alter the approved pattern of overlooking.
- 7.5.5 The revised dormer structures to the rear are not sited any closer to the rear boundary than the previously approval.
- 7.5.6 The removal of the infill extension to the eastern side has the result of reducing the amount of built form facing the rear elevation of 56 Roundway, the neighbouring dwelling in this direction. Therefore, the development is considered an improvement compared to the 2019 approval.

- 7.5.7 The heating and cooling unit installed to the eastern side elevation is 4.7 metres from the shared boundary with number 56 and there is a minimum separation distance of 16 metres between the unit and the rear elevation of number 56. This distance is considered sufficient to mitigate the noise produced by this unit. It is not considered that the development results in an adverse impact on the residential amenities of the occupiers of this neighbouring dwelling.
- 7.5.8 The altered front gables are set a minimum of 10.3 metres from the front boundary of the application site. Middle Close has a width of 12.1 metres, at this point. As such, the alterations to the gables or the front fenestration will not have a significant impact on the residential amenities of the dwellings opposite.
- 7.5.9 In summary, the three heating and cooling units to the western side elevation are harmful to the residential amenities of no.3 Middle Close. It has not been demonstrated that there is mitigation to attenuate the harm caused by these units. The development therefore fails to comply with the NPPF and Policy DM9 of the CSDMP.

## **7.6 Other matters**

- 7.6.1 The proposed development is not for a net increase in dwellings, nor is it for a residential extension of over 100 square metres, as such the development is not CIL liable.

## **8.0 POSITIVE/PROACTIVE WORKING & PUBLIC SECTOR EQUALITY DUTY**

- 8.1 In assessing this application, officers have worked with the applicant in a positive, creative and proactive manner consistent with the requirements of paragraphs 38-41 of the NPPF. This included the following:-
- a) Provided or made available pre application advice to seek to resolve problems before the application was submitted and to foster the delivery of sustainable development.
  - b) Provided feedback through the validation process including information on the website, to correct identified problems to ensure that the application was correct and could be registered.
  - c) Have proactively communicated with the applicant through the process to advise progress, timescale or recommendation.
- 8.2 Under the Equalities Act 2010, the Council must have due regard to the need to eliminate discrimination, harassment or victimisation of persons by reason of age, disability, pregnancy, race, religion, sex and sexual orientation. This planning application has been processed and assessed with due regard to the Public Sector Equality Duty. The proposal is not considered to conflict with this Duty.

## **9.0 CONCLUSION**

- 9.1 In the absence of accurate plans for the development as built the Local Planning Authority is unable to conclude that the development results in no adverse harm on the character and amenity of the area. Additionally, the applicant has failed to demonstrate acceptable noise attenuation measures to mitigate the adverse harm of the heating and cooling units upon the owner/occupiers of no. 3 Middle Close. The application is therefore recommended for refusal.

## 10.0 RECOMMENDATION

### REFUSE for the following reasons:

1. The three heating and cooling units on the western side elevation of the dwelling by reason of their number, submitted technical details and close proximity to the neighbouring property 3 Middle Close, result in adverse noise pollution to this neighbour's noise sensitive areas including the rear garden and front window. It has not been demonstrated to the satisfaction of the Planning Authority, by a technical noise report, that there are any attenuation measures to comply with British Standards (BS4142:14) to resolve the harm. The development is therefore harmful to the residential amenities for the occupiers of 3 Middle Close, contrary to the National Planning Policy Framework and the Noise Policy Statement for England 2010 and Policy DM9 of the Surrey Heath Core Strategy and Development Management Policies Document 2012.
2. In the absence of accurate plans showing the retrospective development as built the Local Planning Authority cannot reasonably assess the development's impact on the character and appearance of the area and cannot conclude the built development complies with the aims and objectives of the National Planning Policy Framework, Policy DM9 of the Core Strategy and Development Management Policies 2012, the Residential Design Guide Supplementary Planning Document 2017 or Principles HE1a, HE2, H3 and HE4 of the Western Urban Area Character Supplementary Planning Document 2012.

### Informative(s)

1. This Decision Notice is a legal document and therefore should be kept in a safe place as it may be required if or when selling your home. A replacement copy can be obtained, however, there is a charge for this service.
2. The decision has been taken in compliance with paragraphs 38-41 of the NPPF to work with the applicant in a positive and proactive manner. Further information on how this was done can be obtained from the officer's report.
3. For the avoidance of doubt, the following plans and details were under consideration at the time of determination:  
Site Location Plan, Drawing reference: S01, Received 17.06.2021  
Proposed Block Plan and Roof Plan, Drawing reference: S104 E, Received 22.11.2021  
Proposed Ground Floor Plan, Drawing reference: S102 E, Received 22.11.2021  
Proposed First Floor Plan, Drawing reference: S103 C, Received 22.11.2021  
Proposed Second Floor Plan, Drawing reference: S107 A, Received 22.11.2021  
Proposed Front and Eastern Elevations, Drawing reference: S105 C, Received 22.11.2021  
Proposed Rear and Western Elevations, Drawing reference: S106 D, Received 22.11.2021  
Heat and Cooling Unit Model AC12BQ, Received 13.07.2021  
Heat and Cooling Unit Model CT24F NBO, Received 13.07.2021

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## ANNEX A

Delegated officer report for application 19/0701/FFU:

### DELEGATED REPORT SHEET

**CASE NO:** 2019/0701  
**LOCATION:** 1 MIDDLE CLOSE, CAMBERLEY, GU15 1NZ  
**PROPOSAL:** Proposed single storey front extension including two roof lights, first floor extension to the eastern side elevation, a two storey extension to the western side elevation following demolition of the existing garage, change to main roof form to increase in ridge height, six roof lights to main front roof slope, two rear dormers and fenestration alterations to front and rear elevations (this application is a resubmission of 19/0234 to allow for a replacement garage to the west, application of render to external elevations and to increase the width of the rear dormer windows) - Part retrospective.  
**TYPE:** Full Planning Application  
**APPLICANT:** Mr Mudgal  
**OFFICER:** Shannon Kimber

Registration Date	Earliest Decision Date	Statutory Expiry Date
16/09/2019	06/11/2019	11/11/2019

Site Visit(s): 11/10/2019

#### 1.0 NEIGHBOURS CHECKED

1.1 Yes – See file for details

#### 2.0 RELEVANT PLANNING HISTORY

2.1 84/0176

Two storey extension  
Approved 16.04.1984

2.2 87/0767

Erection of double length garage  
Approved 21.08.1987

2.3 19/0026

Erection of first floor side extensions either side of property, single storey front extension, roof extension, five front rooflights and two rear dormer windows, and two side rooflights.  
Withdrawn 11.03.2019

2.4 19/0234

Proposed single storey front extension including 2 rooflights, first floor side extension to both sides of property, change to main roof form and increase in ridge

height, 6 rooflights to main front roof slope, two rear dormers and fenestration alterations to front and rear elevations.

Approved 01.08.2019

### 3.0 CONSULTATION RESPONSES

3.1 Surrey Wildlife Trust                      No comments received

### 4.0 REPRESENTATION

4.1 An objection has been received from 54 Roundway, the property opposite the application site. This comment has been summarised below:

- The development results in a materially larger property than the original, it is not in keeping with the neighbouring houses on the estate, is oversized and over developed. [*OFFICER NOTE: See section 7.3*]
- The objector questions the need to so many rooflights and windows. [*OFFICER NOTE: the need behind a proposal is not material planning consideration*]
- This application is a resubmission. [*OFFICER NOTE: this is an acceptable process as the scheme has changed from the approved development*]
- Negative impact on the amenities of the occupiers of the neighbouring properties through overlooking impacts. [*OFFICER NOTE: see section 7.4*]
- Detrimental impact on the infrastructure of the road. Delivery lorries also have a negative impact on parking. [*OFFICER NOTE: delivery vehicles, whilst a nuisance to local residents, are considered a short term impact of a development*]
- Loss of hedge and trees [*OFFICER NOTE: the tree protection measures, secured by condition attached to approved application 19/0234, will be attached to this application (if approved)*]

4.2 At the time of preparation of this report no other representations had been received.

### 5.0 SITE DESCRIPTION

5.1 The application site is a two storey, detached dwelling, located to the south of the highway. It is located within the hedged estate character area. The surrounding area is predominantly residential.

### 6.0 THE DEVELOPMENT

6.1 Full planning permission is sought, part retrospectively, for the erection of a single storey front extension including two roof lights, a first floor extension to the eastern side elevation, a two storey extension to the western side elevation following the demolition of the existing garage, a change to the main roof form to increase the ridge height, the installation of six roof lights to main front roof slope, two rear dormers and fenestration alterations to front and rear elevations. This application is a resubmission of 19/0234 to allow for a replacement garage to the west, to increase the width of the rear dormer windows and to alter the external materials.

## Annex A

- 6.2 As planning permission has been granted under application 19/0234, it is only the revisions that will be assessed in this application.
- 6.3 The width of the rear dormer structures will be 2.6 metres, representing an increase of 0.6 metres. The demolition of the existing garage will result in a reduction in the width of this side extension by 0.3 metres (at ground floor level only). The alteration in the external material will not affect the bulk or mass of the approved built form.
- 6.4 The impact of the approved development on close-by trees, ecology and parking/highways, will not be altered by the revisions considered under this application. Therefore, in the event that this application is recommended for approval, any planning condition imposed on approved application 19/0234 relating to the aforementioned constraints, will be replicated.

### 7.0 PLANNING ISSUES

- 7.1 The application site is located within the defined settlement boundary, as set out in the proposals map included in the Core Strategy and Development Management Policies document 2012 (CSDMP). For this proposed development, consideration is given to policy DM9 of the CSDMP. The Residential Design Guide (RDG) Supplementary Planning Document 2017 as well as the Western Urban Area Character (WUAC) Supplementary Planning Document 2012 offer relevant guidelines.
- 7.2 The main issues to be considered within this application are:
- Impact on character and appearance of the surrounding area and host dwelling
  - Impact on residential amenity of neighbouring properties
  - Community Infrastructure Levy
- 7.3 Impact on character and appearance of the surrounding area and host dwelling
- 7.3.1 Para 127 of the National Planning Policy Framework (NPPF) requires good design principles; subparagraphs b and c clarify that a visually attractive extension which is sympathetic to local character should be acceptable. Policy DM9 of the CSDMP states that development will be acceptable where it achieves a high-quality design which respects and enhances the local character in its urban setting, paying particular regard to scale, materials, massing and bulk.
- 7.3.2 Principle 7.8 of the RDG sets out guidelines for designers detailing that design which positively contributes to the character and quality of the area will be supported. Principle 7.9 focuses on window design and principles 10.3 and 10.5 focus on site and roof alterations respectively, and as such are relevant.
- 7.3.3 The WUAC sets out the importance of achieving a good design which builds on the existing character of an area. The application site is located within the hedged estate character area, this area is characterised by a regimental layout of generous plots containing detached dwellings with hedges enclosing the plots, creating a green appearance.

- 7.3.4 One of the guiding principles of the WUAC (HE1a) states the importance of maintaining space between and around buildings. The development currently proposed will not increase the maximum width or depth of the approved dwelling, as such, this proposal will not result in a loss of spaciousness surrounding the dwelling. Guiding principle HE3 states the importance of vegetation and soft boundaries. The proposed development does not include the removal of the mature, mixed hedgerow to the front of the site, as such the green character of Middle Close will be retained.
- 7.3.5 The proposed increase in the width of the approved dormer windows will not be visible from the highway, as this element of development will be to the rear of the dwelling. The demolition of the existing garage and the erection of a replacement will not result in a significant alteration to the appearance of the approved dwelling. As such this element is also considered acceptable in terms of its impact on the streetscene.
- 7.3.6 It is acknowledged that the resulting dwelling, following the approval of application 19/0234, is materially larger than the original dwelling, however, it is not considered that the proposed increase in the width of the two rear dormer windows will result in a dominating impact on the host dwelling.
- 7.3.7 Whilst the surrounding dwellings are predominantly red brick, there are examples of alternative materials, including hanging tiles and upvc boarding, although no fully rendered dwelling was noted during the site visits. However, part of the existing building is already rendered. Therefore, the proposed use of render will be considered in keeping with the host dwelling.
- 7.3.8 The proposal will not be considered contrary to the NPPF, Policy DM9 of the CSDMP, RDG or the WUAC.
- 7.4 Impact on residential amenity of neighbouring properties
- 7.4.1 Policy DM9 of the CSDMP states that development will be acceptable where the proposal respects the amenities of the occupiers of neighbouring properties and uses. This is supported by para 127(f) of the NPPF, which seeks to create a high standard of amenity for existing and future users. The importance of appropriate design for extensions, so as not to result in a material loss of amenity for the occupiers of neighbouring properties, is set out in principles 8.1 and 10.1 of the RDG.
- 7.4.2 It is acknowledged that the proposed alterations to the rear dormers will result in larger windows, however they will not be sited any closer to the rear boundary than the previously approved windows, as such it is not considered that they will result in material alteration in the approved pattern of overlooking. This alteration, whilst increasing the volume of the approved dormer windows, will not result in an adverse impact on the residential amenities of the neighbouring properties to the side or rear in terms of overbearing or overshadowing impacts.
- 7.4.3 The removal of the existing garage and the erection of a replacement results in a reduction of the width of the western side extension by 0.3 metres, at ground floor level only. There will be no alteration in the height or depth of the approved



## Annex A

extension. As such, this element of the development does not result in a significant alteration in the approved levels of overbearing and overshadowing. There are no windows proposed to the western elevation, as such this development will not result in an adverse overlooking impact to the neighbouring property.

7.4.4 The proposed alteration in the external materials will not result in a significant impact to the residential amenities of the neighbouring properties.

7.4.5 The proposal will comply with the NPPF, Policy DM9 of the CSDMP, and the RDG.

### 7.5 Community Infrastructure Levy

7.5.1 The proposed development is not for a net increase in dwellings, nor is it for a residential extension of over 100 square metres, as such the proposal will not be CIL liable.

## 7.6 CONCLUSION

7.6.1 The proposed development is acceptable in principle. It is not considered to result in an adverse impact on the character of the area, host dwelling or residential amenities of the occupiers of the neighbouring dwellings. The proposed development will comply with the NPPF, policy DM9 of the CSDMP, the RDG and the WUAC.

The application is recommended for conditional approval.

## 8.0 POSITIVE/PROACTIVE WORKING

In assessing this application, officers have worked with the applicant in a positive, creative and proactive manner consistent with the requirements of paragraphs 38 to 41 of the NPPF. This included the following:

- Provided feedback through the validation process including information on the website, to correct identified problems to ensure that the application was correct and could be registered.
- Have suggested/accepted/negotiated amendments to the scheme to resolve identified problems with the proposal and to seek to foster sustainable development.
- Have proactively communicated with the applicant through the process to advise progress, timescale or recommendation.

## RECOMMENDATION

GRANT subject to the following conditions:-

1. The development shall be built in accordance with the following approved plans:

Site Location Plan, Drawing reference: S02, Received 16.09.2019

Proposed Block Plan, Drawing reference: D07, Received 27.08.2019

Proposed Ground Floor Plan, Drawing reference: D01, Received 27.08.2019

Proposed First Floor Plan, Drawing reference: D02, Received 27.08.2019

Proposed Second Floor Plan, Drawing reference: D03, Received 27.08.2019

Proposed Roof Plan, Drawing reference: D04, Received 27.08.2019  
Proposed Side and Front Elevations, Drawing reference: D05, Received 27.08.2019  
Proposed Side and Rear Elevations, Drawing reference: D06, Received 27.08.2019  
Proposed Block Plan Bird Box Details, Drawing reference: D08, Received 03.10.2019  
Proposed Block Plan Tree Protection Plan, Drawing reference: D09, Received 03.10.2019

Reason: For the avoidance of doubt and in the interest of proper planning and as advised in ID.17a of the Planning Practice Guidance.

2. Prior to the application of any render on the development hereby approved, samples and details (including colour and finish) shall be submitted to and approved in writing by the Local Planning Authority. The roof tile and facing brickwork to be used in the development hereby approved shall match in appearance those in the existing building.

Reason: In the interests of the visual amenities of the area and to accord with Policy DM9 of the Surrey Heath Core Strategy and Development Management Policies 2012.

3. The development hereby approved shall be undertaken in accordance with all recommendations for precautionary measures and enhancements of Section 7 "Recommendations" of the "Protected Species Report: Bat Presence and Absence Surveys" prepared by Brindle & Green (dated July 2019) and the Proposed Block Plan Bird Box Details, Drawing reference: D08, received 03/10/2019.

Reason: To ensure the protection of protected species and to contribute to the enhancement of biodiversity, in accordance with Policy CP14 of the Surrey Heath Core Strategy and Development Management Policies 2012 and the National Planning Policy Framework.

4. The development hereby permitted shall be carried out wholly in accordance with the submitted Tree Protection Plan (D09) received 03/10/2019. Within one week of this decision being issued, photographs shall be provided by the retained Consultant and forwarded to and approved by the Council's Arboricultural Officer. This should record all aspects of any facilitation tree works and the physical tree and ground protection measures having been implemented and maintained in accordance with Tree Protection Plan. The tree protection measures shall be retained until completion of all works hereby permitted.

Reason: To preserve and enhance the visual amenities of the locality in accordance with Policy DM9 of the Surrey Heath Core Strategy and Development Management Policies 2012.

Informative(s)

1. Decision Notice to be kept DS1
2. The decision has been taken in compliance with paragraphs 38-41 of the NPPF to work with the applicant in a positive and proactive manner. Further information on how this was done can be obtained from the officer's report.
3. The applicant is reminded that if during development, including site clearance or demolition works, a bat is seen then work should cease immediately and advice sought from Natural England or a qualified specialist. There is a requirement to apply for a European Protected Species derogation Licence for any activity that may adversely impact on a potential bat roost or disturb bats, in order to avoid contravention of Section 9(1) and Schedule 5 of the Wildlife and Countryside Act 1981 (as amended) and Schedule 2 of the Conservation of Habitats and Species Regulations 2017.
4. The applicant is informed that if the proposed development would involve the removal of dense shrubbery/vegetation, then this should be done outside of the main bird nesting season (March-August) to avoid adverse effect on nesting wild birds. Alternatively, if this is not possible and only a small area of dense vegetation would be affected, an ecologist could inspect the site for active nests immediately prior to clearance, and if any are found they should be left undisturbed with a buffer zone around it until it can be confirmed that the nest is not in use. This is in order to avoid contravention of Section 1 of the Wildlife and Countryside Act 1981 (as amended) and the Countryside and Right of Way Act 2000.
5. The applicant is advised to use native species when planting new trees and shrubs, preferably of local provenance from seed collected, raised and grown only in the UK, suitable for site conditions and complimentary to surrounding natural habitat. Planting should focus on nectar-rich flowers and/or berries as these can also be of considerable value to wildlife.

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**ANNEX B**

Delegated officer report for application 19/0234/FFU:

**OFFICER'S DELEGATED REPORT**

**APPLICATION NO:** 19/0234  
**LOCATION:** 1 Middle Close, Camberley, GU15 1NZ  
**PROPOSAL:** Proposed single storey front extension including 2 rooflights, first floor side extension to both sides of property, change to main roof form and increase in ridge height, 6 rooflights to main front roof slope, two rear dormers and fenestration alterations to front and rear elevations (Amended plans recv'd 15/4/19 & change of description). (Additional info rec'd 08/07/2019). (Additional plan recv'd 18/7/19).  
**TYPE:** Full Planning Application  
**APPLICANT:** Mr B Mudgal  
**OFFICER:** Miss Amy Myer  
**EXPIRY DATE:** 15.05.2019

**1.0 NEIGHBOURS CHECKED**

1.1 Yes – Statutory consultation requirements met.

**2.0 RELEVANT PLANNING HISTORY**

2.1 19/0026  
Erection of first floor side extensions either side of property, single storey front extension, roof extension, five front rooflights and two rear dormer windows, and two side rooflights.  
Withdrawn 11.03.2019

2.3 84/0176  
Two storey extension  
Approved 16.04.1984

**3.0 CONSULTATION RESPONSES**

3.1 Surrey Heath Borough Council Arboricultural Officer: No objection. No trees on or adjacent to site with TPOs. No significant trees to the front of the site which would be affected by the proposed front extension. The mature cypress trees within the rear garden of the site have already been heavily pruned. Had they been in good condition then

the Council would have wanted to protect these trees from construction impacts and also potential canopy damage from the proposed first floor extension to this side of the property.

- 3.2 Surrey Wildlife Trust
- No objection, subject to planning conditions and informatives, including: development being undertaken in accordance with the Ecology Report and bird box plan submitted, no net increase in artificial lighting and having regard to the protection of bats and wild nesting birds.

### 4.0 REPRESENTATION

- 4.1 At the time of preparation of this report, six letters of objection had been received. These raise the following issues:

Overdevelopment: application property has already been heavily extended/developed, proposed development would have 3 storey height across length of plot, loss of gaps between boundaries, disproportionate development in relation to existing nearby housing and street scene, out of character with spacious open character of rest of close and estate, could result in 'terracing' effect if no.3 were to develop the property in the future. [Officer comment: see section 7.3]

Overbearing/loss of outlook: proposed first floor side extension would result in high flank wall directly adjacent to the annexe occupied by elderly relatives and also a conservatory at no.3 Middle Close and would also appear overbearing to no.56 Roundway.

Overshadowing/loss of light: Proposed first floor side extension, increase to roof height and proposed dormers under amended scheme would still result in loss of light to living areas and small garden at no.56 Roundway (which is set lower than application site).

Overlooking/loss of privacy: large viewing window to front elevation at first floor landing level would directly overlook no.54 Roundway, as would rooflights. Increase to number, size and height of windows at the rear, and removal of trees and vegetative screening on rear boundary, would provide views into no.58 Roundway. [Officer comment: see section 7.4]

Hedges: being removed during wild nesting bird season, must be against regulations.[Officer comment: see section 7.6]

Highways: front extension would result in reduction in size to driveway/loss of parking on site which could result in cars parking in road and obstructions.[Officer comment: see section 7.7]

Construction works already started, noise and disturbance impacts.[Officer comment: this matter has been passed to the Planning Enforcement team to investigate and to remind the applicant of the Code of Construction hours]

Question why do applicants need a cinema when there are local cinemas and why do they need a shower room in the roof when there are shower rooms at the property at lower level.[Officer comment: the need and proposed internal layouts of the extension are not a material planning consideration]

### 5.0 **SITE DESCRIPTION**

5.1 The application site is located on the southern side of Middle Close, a small residential cul-de-sac, within the settlement area of Camberley & Frimley. The site is within a 'Hedged Estate' Character Area, as designated within the Western Urban Area Character SPD. This type of area is characterised by small to medium infill housing estates with a very green character, generous plots accommodating detached dwellings, mixed architectural styles, on plot parking and enclosure of the street scene with hedges and street trees.

5.2 The site consists of a two storey, detached residential property, with a double gable ended roof to the front and a dual pitched roof to the rear. The property has a single storey double length garage to the south west elevation (approved in 1987) and a two storey front/side extension (approved in 1984). The property is enclosed to the front by a medium height hedge and has on plot parking provision on the gravel driveway and within the double length garage. The property has a rear garden which includes a rear patio area, swimming pool, and a number of mature trees to the side and rear boundaries.

### 6.0 **THE DEVELOPMENT**

6.1 The current application seeks planning permission for the erection of a single storey front extension including two front roof lights, a first floor side extension to both sides of the property, a change to the main roof form and increase in ridge height, six rooflights to the main front roof slope, two rear roof dormers and alterations to the fenestration to the front and rear elevations.

6.2 The front extension to the property would be approximately 2.8m deep on the north east elevation and 1.4m on the south west elevation, 16m wide, and would have a mono pitched roof with an eaves height of 2.7m and a ridge height of 4m. The front extension to the garage would be 1.4m deep, 2.9m in width and would have a mono pitched roof with an eaves height of 2.7m and a ridge height of 4m. It would have two rooflights. The gap between the property and the garage would be retained internally at ground floor level providing an access passageway from the front to the rear of the site.

6.3 The first floor side extension (on the south west side) would be approximately 9.9m deep, 3.9m wide, and would have a dual pitched roof with an eaves height of 5.4m and a ridge height of 8.3m when taken from ground level at the front. The first floor side extension (on the north east side) would be smaller and approximately 5.6m

deep, 1m wide, and would have a dual pitched roof with an eaves height of 5.4m and a ridge height of 8.3m when taken from ground level at the front of the site.

- 6.4 The roof alterations would change the main roof from a double gable ended roof at the front and dual pitched rear roof to a dual pitched and crown roof with two front gable ends and two rear roof dormers. The height of the roof would increase at the front when taken from ground level from a ridge height of 7.2m to a ridge height of 8.3m and at the rear (as the land slopes upwards) from a ridge height of 6.7m to a ridge height of 7.8m. The proposals would also introduce six front rooflights to the main roof and two rear dormer windows.
- 6.5 The drawings confirm that the extensions would be constructed with brickwork elevations and roof tiles to match the existing property. The proposals would also include a number of alterations to the fenestration at the front and rear, including a Juliette balcony to the existing first floor rear French doors and the change from a window and door to a set of ground floor rear aluminium bi-folding doors.
- 6.6 The current application follows a previous withdrawn application (ref. 19/0026). The previous scheme proposed two full-width first floor side extensions either side of the property, the extension on the north east side of which extended at two storey deeper along the rear of the site. The current scheme proposes one first floor side extension to the south west side of the property and a small first floor side extension to the other north east side and which would not extend beyond the main rear building line. The previous scheme proposed a hipped roof design, whereas the current scheme proposes a dual pitched/crown roof form. The previous scheme also proposed to increase the height of the main roof more than the current scheme.

## 7.0 PLANNING ISSUES

- 7.1 The following policies and guidance are relevant and material considerations in the assessment of the application:  
The National Planning Policy Framework 2019 (NPPF)  
DM9 (Design Principles), DM11 (Traffic Management and Highways Safety) and CP14 (Biodiversity and Nature Conservation) of the Surrey Heath Core Strategy and Development Management Policies 2012 (CSDMP)  
Principles 10.1 (Extensions), 10.2 (Front Extensions), 10.3 (Side Extensions) and 10.5 (Roofs) of the Residential Design Guide SPD 2017 (RDG SPD)  
Guiding Principles for the 'Hedged Estates' Character Areas in the Western Urban Area Character SPD 2012 (WUAC SPD)  
Surrey County Council Vehicular and Cycle Parking Guidance 2018
- 7.2 The main issues to be considered within this application are:  
Impact on appearance of host building and character of the local area  
Impact on neighbouring residential amenity  
Impact on trees  
Impact on ecology



Impact on parking/highways  
Community Infrastructure Levy

- 7.3 Impact on character and appearance of the surrounding area and host dwelling
- 7.3.1 The National Planning Policy Framework (2019) promotes high quality design standards with the objective to achieve sustainable development. Policy DM9 of the Surrey Heath Core Strategy and Development Management Policies Document (2012) promotes high quality design. Development should respect and enhance the character of the local environment and be appropriate in scale, materials, massing, bulk and density.
- 7.3.2 The RDG SPD (2017) provides further guidance on extensions and alterations to properties within the borough. In particular, Principle 10.1 states that extensions should be subordinate and consistent with the form, scale, architectural style and materials of the original building. Principle 10.2 advises that front extensions should not protrude too far forward of the main front building line or be prominent in the street scene. Principle 10.3 states that side extensions should maintain important gaps and not erode the character of the street scene and local area. Proposals should remain sympathetic and subservient to the main building and not project beyond the building line on the street. Principle 10.5 advises that roof alterations should be sympathetic and subservient to the design of the main building and not undermine streetscene or local character.
- 7.3.3 The WUAC SPD (2012) identifies the key features of the 'Hedged Estate' Character Area and provides guiding principles for future development in these areas. Guiding Principle HE1 advises that new development should pay regard to the fact that buildings are set in spacious, regular shaped plots which provides for space between and around buildings and a verdant character. Guiding Principle HE2 states that development forms that are contrary to the prevailing development form of detached houses set in spacious individual enclosed plots will be resisted. Guiding Principle HE4 confirms that high quality contemporary designs will be welcomed.
- 7.3.4 Concern has been raised by objectors that the proposals would result in overdevelopment of the existing property, which has already undergone extensions, and that it would result in disproportionate development in relation to nearby properties. Concern has also been raised that the loss of the gap between the application property and no.3 Middle Close would harm the open spacious character of the close and estate. The proposed first floor side extension (on the south west side, adjacent to no.3) would be set in a total of 1m from the side boundary with no.3 Middle Close. The area at no.3 directly adjacent to the side boundary to the application property is currently single storey level and forms an annexe extension. Whilst it is acknowledged that there would be a reduction in the existing gap and space between these two buildings, a visual gap at first floor level would still be retained between the two buildings by reason of the set in at first floor level and adjacent single storey development at no.3. Furthermore, on the other (north eastern) side, the proposals would be set in and a substantial gap retained at first floor level between the application property and the rear boundary to no.56 Roundway. The proposals would not result in two storey development

across the entire width of the property or plot, and given the set in on one side and the retention of the gap on one side of the property, would not impact the spacious character of the street scene to such a degree as to warrant a refusal. Sufficient space would still be retained around the property and between nearby buildings and the verdant backdrop within the rear gardens (assisted by the fact the land slopes upwards) would still be visible. This accords with the key features identified and the Guiding Principles for Hedged Estates within the WUAC SPD and also guidance in the RDG SPD for side extensions. The matching materials and fenestration design would ensure the side extensions would have a sympathetic appearance in relation to the host dwelling, in accordance with policy DM9 and the Principles in the RDG SPD.

- 7.3.5 The proposals would result in a change to the roof form and an increase in the ridge height by approximately 1m to a maximum height of around 8.3m. The gable end features to the front would still be retained but the main roof would become a dual pitched/crown roof. There is currently no consistent roof form or roof height within the surrounding street scene. No.3 has a dual pitched roof, no.5 has a dual pitched and hipped roof, no.7 has a hipped roof. Therefore, the proposed change to a dual pitch with crown roof form (with the two front gable ends retained) would not be visually prominent nor harmful to the street scene, given the range of roof forms and designs in the immediate area. Due to Middle Close being set on a small hill, the properties are set at different levels, with the application being significantly lower than no. 56 Roundway, no. 3 being marginally lower than the application property and no. 5 being substantially lower than no.3, and so on as the land falls away down the hill. Whilst the application property is sited on the crest of this hill at the top of the Close, its existing roof is only marginally higher than the ridge height at no.3 next door, no.56 Roundway is set substantially higher up, and thus the proposed increase in ridge height would not be unduly prominent when viewed in the overall context. Given the variation of roof heights, the proposed change to the roof height of the application property would not break an existing uniformity that exists in the roof line of the area and this would lessen its visual prominence. The property would still essentially remain as a two storey detached property, which is characteristic for the 'Hedged Estate' Character Area. The matching roof tiles for the extended roof would ensure it would have a sympathetic appearance in relation to the existing building.
- 7.3.6 The proposed rooflights would be modest in scale. Although six rooflights to the main front roof slope could be quite dominant in the street scene, against guidance in the RDG SPD, given their small scale and that the rooflights, in themselves, be fall under permitted development, as such it would be unreasonable to refuse the application on this basis. The rear dormers would not be visible from and thus not impact the character of the street scene. In any case, they would be set back from the sides, up from the eaves and down from the ridgeline of the roof and would be an appropriate scale, in accordance with advice in the RDG SPD for dormer roof extensions.
- 7.3.7 The proposed single storey front extension would not project significantly forward of the main front building line, would be single storey, of modest depth projection, and set back from the road. As such, it would accord with the advice of the RDG SPD for front extensions. The matching materials and fenestration design would

ensure the front extension would have a sympathetic appearance in relation to the host dwelling, in accordance with policy DM9 and the Principles in the RDG SPD.

- 7.3.8 The more contemporary fenestration design, of the ground floor double doors with fixed sidelights and the first floor gable end window on the front elevation would give the property a more contemporary appearance. However, this would not itself be harmful to the appearance of the building nor area, and accords with Guiding Principle HE4 which confirms that high quality contemporary designs in Hedged Estate areas will be welcomed. The proposed fenestration alterations at the rear of the property would not be visible in public views, only in a limited range of private views from neighbouring properties, and would not impact the character or appearance of the street scene.
- 7.3.9 In conclusion, the proposals would maintain the appearance of the host building and the character of the area. As such, the proposals would accord with the NPPF, CSDMP Policy DM9, the RDG SPD and the WUAC SPD.

#### 7.4 Impact on residential amenity of neighbouring properties

- 7.4.1 Policy DM9 of the CSDMP 2012 states that development should respect the amenities of the adjoining properties and uses. Principle 10.1 of the RDG SPD states that extensions should not result in a material loss of amenity to neighbouring properties as a result of overshadowing, eroding privacy or being overbearing. Paragraphs 8.3-8.4 of the RDG SPD provides guidance on privacy, paragraphs 8.5-8.7 on outlook and paragraphs 8.8-8.17 on daylight and sunlight.
- 7.4.2 The proposed first floor side extension on the south western elevation of the property would be adjacent to the side boundary with no.3 Middle Close. The extension would be set in at first floor level by around 1m from this boundary to no.3. The area at no.3 directly adjacent to the boundary with the application property consists of a single storey annexe, with a rear facing and side facing window (which appear to serve a kitchen) and rear facing double doors (serving a dining/living room). Concern has been raised by objectors that the proposed extension would result in significant overbearing impacts and loss of outlook, in particular to the residents of this annexe. It is acknowledged that the proposals would result in development being brought closer to the boundary with no.3 with an increased mass and bulk due to the side and roof extensions. This is likely to result in some increased enclosure to the nearest rear facing kitchen window and dining area double doors. However, it is necessary to take into account; that the extensions would be set in from the boundary by 1m, the orientation of the nearest openings at no.3 in relation to the proposed extensions and the limited depth projection beyond these, and that the openings to no.3 are secondary openings to these rooms and not the sole/primary outlook/light source to these rooms. On this basis, it is concluded that the extension would not result in a significant overbearing impact nor loss of outlook to these occupants. In addition, the 45 degree indicator (for daylight impacts of two storey extensions), as set out in the RDG SPD, has been undertaken in relation to the nearest rear facing opening to the annexe at no.3. This demonstrates that the proposed first floor extension would not breach a 45 degree angle when taken from the nearest rear kitchen window at no.3, which indicates the proposed extension would not result in significant overshadowing nor

loss of daylight to this window. In terms of sunlight, the proposals would be sited to the south west of no.3 and thus may have some impact on late afternoon/evening sunlight levels to the nearest openings at no.3. Notwithstanding this, given the orientation of the neighbouring openings in relation to the proposed extension and that the nearest openings to no.3 are secondary openings to these rooms and not the sole/primary outlook/light source to these rooms, it is concluded that the extension would not result in a material overshadowing nor loss of sunlight.

- 7.4.3 The proposed first floor side extension on the north eastern elevation of the property would be modest in scale, and would retain a significant gap between the side of the application property and the boundary with no.56 Roundway and would therefore have limited impact. The proposals would still result in a change to the roof form, the ridge height of the property being increased by around 1m, and two rear dormers in the roof, the impact of which on no.56 has been considered. Concerns have been raised by objectors that the changes to the roof would result in an overbearing and overshadowing impact to the garden area and living rooms at no.56 (the garden area of which is set at lower ground level than the application property). However, on consideration of the proposed increase in the scale of the roof and the scale and distance of the new dormers, it is concluded that, whilst it may have some impact, the development would not result in a significant overbearing or overshadowing impact to the adjacent garden area at no.56. Given the separation distance between the proposed development and the nearest habitable room windows (around 18m) at no.56 and, taking account of the fact that no.56 is on higher ground than the application property, the proposals would not have a significant overbearing impact and loss of outlook to these openings at no.56. The 25 degree indicator (for daylight impacts, for development opposite neighbouring windows) as set out in the RDG SPD, has been undertaken in relation to the nearest rear facing habitable room openings at no.56. Given that no.56 is set much higher than the application property, even after proposed development, the 25 degree angle would rise well above the highest point of the proposed side and roof extension when taken from these openings. This indicates the proposed extensions would not result in significant overshadowing nor loss of daylight to these openings at no.56. In terms of sunlight, the proposals would be sited to the north east of no.3 so would have limited impact on sunlight levels to this neighbouring property. Notwithstanding this, given the orientation and distance of the neighbouring openings in relation to the proposed extension, it is concluded that the extension would not result in a material overshadowing nor loss of sunlight.
- 7.4.4 Objection has been raised with regard the proposed gable end window on the front elevation, and its potential impact of overlooking toward the garden and property at no.54 Roundway. Given the existing boundary treatment to the side of no.54 which would provide vegetative screening, and given the separation distance of 19m between this new window and the boundary to no.54 and further to the nearest windows at no.54, it is concluded that this new window would not result in significant overlooking and loss of privacy to no.54. The front rooflights would be angled skyward and, given this orientation and the separation distances to neighbouring properties, would therefore not have any impact on the privacy of neighbouring occupants. At the rear, there already exists a first floor a set of doors and the proposals only seek to add a Juliette balcony railing to this, so this would not result in any increased overlooking to neighbours. At ground floor level, the

change from a window and double doors to a five panel set of doors would not increase overlooking given their siting at ground floor level and distance from neighbouring properties. Concern has been raised that trees and vegetation on the side and rear boundary of the application property that provide screening between it and nos 56 and 58 Roundway is being removed and this will allow views into these neighbouring properties from the proposed rear dormer windows. However, the proposed dormers would not provide any additional, intrusive angles of view nor facilitate any significant increase in overlooking towards these properties than is already possible from the existing first floor openings below at the application property. The angles of view towards the rear gardens of no.56 would also be primarily oblique rather than direct. The separation distance between these new dormer windows and the boundary with the garden at no.58 would be around 22m and to the nearest openings at no.58 would be around 29m. Given these separation distances and the existing pattern of overlooking, the proposed dormers would not give rise to significant additional overlooking nor loss of privacy to these neighbouring occupants.

7.4.5 The proposals would have an acceptable impact on neighbouring residential amenity, and would accord with the NPPF, policy DM9 of the CSDMP 2012 and the Principles of the RDG SPD 2017.

### 7.5 Impact on trees

7.5.1 Policy DM9 requires trees and vegetation worthy of retention are protected from development. The site is also located within a 'Hedged Estate' Character Area, which is characterised by its green and verdant nature and enclosure with hedges. Guiding Principle HE1 advises that front gardens should be enclosed by hedges and that the green character should be retained by the retention of existing large trees and mature vegetation. The property is not in a conservation area and there are no trees with Tree Protection Orders on or in close vicinity of the site. There are a range of hedges around the front and sides of the site, Cypress trees on the side boundary with no.3 Middle Close (which appeared to have been heavily coppiced at the time of the site visit in February 2019), and a number of trees and some vegetation at the end of the rear garden.

7.5.2 The Council's Arboricultural Officer has been consulted on the application and raised no objection. They have confirmed that there is no significant trees or vegetation to the front of the site which would be affected by the proposed front extension. The mature Cypress trees within the rear garden of the site, adjacent to the side boundary with no.3 Middle Close, had already been heavily coppiced at the time of the site visit in February 2019). Had they been in good condition then the Council would have wanted to protect these trees from construction impacts and also potential canopy damage from the proposed first floor extension to this side of the property.

7.5.3 A Tree Protection Plan has been submitted which shows that hedging and trees would be protected from construction impacts, by the erection of protective Heras fencing around them, and the creation of Construction Exclusion Zones to ensure that no construction vehicles/materials or equipment would be stored or used in

these areas. Subject to a planning condition requiring the development to be undertaken in accordance with these tree protection measures, the proposals would protect vegetation and trees worthy of retention and the green and verdant character of the area, in accordance with policy DM9 of the CSDMP and the Guiding Principles of the WUAC SPD.

### 7.6 Impact on ecology

7.6.1 The NPPF states that the planning system should contribute to and enhance the natural and local environment by protecting and enhancing valued landscapes and minimising the impacts on biodiversity and providing net gains in biodiversity where possible. Policy CP14A of the CSDMP states that the Council will seek to conserve and enhance biodiversity and development that results in harm to or loss of features of interest for biodiversity will not be permitted.

7.6.2 An Ecology Report (Bat survey) has been submitted during the course of the determination period of this application. Surrey Wildlife Trust have been consulted and have advised that, on the basis of the report, bats do not appear to present a constraint to development. Subject, therefore, to advisory informatives and conditions being imposed as recommended by SWT (including: development to be undertaken in accordance with all recommendations for precautionary measures and enhancements contained in the Ecology Report and the bird box plan, no net increase in external artificial lighting and an informative prohibiting the removal of dense shrubbery/vegetation during the main wild bird nesting season) no objection is raised on ecology grounds, with the proposal complying with CSDMP policy CP14A.

### 7.7 Highways/parking impact

7.7.1 The NPPF states that planning decisions should take account of whether safe and suitable access to the site can be achieved for all people. Policy DM11 of the CSDMP states that development which would adversely impact the safe and efficient flow of traffic movement on the highway network will not be permitted unless it can be demonstrated that measures to reduce such impacts to acceptable levels can be implemented.

7.7.2 Concern has been raised by objectors that the proposed front extension would result in a reduction in the size of the existing driveway and thus loss of parking on site which could result in cars parking in the road and causing obstructions. The driveway would still retain vehicular parking for 3 vehicles and 1-2 spaces within the garage, providing a total of 5 car parking spaces after development. Surrey County Council's Vehicular and Cycle Parking Guidance (2018) advises that for 4 bedroom + properties within a location such as this ('suburban') a minimum of 2 parking spaces should be provided on site.

7.7.3 As such, the proposals would retain adequate parking provision on site, and would not result in a material impact on local parking conditions nor highways safety. The proposals would accord with Surrey County Council's Vehicular and Cycle Parking Guidance (2018) and policy DM11 of the CSDMP

### 7.8 Community Infrastructure Levy

7.8.1 The Council implemented a CIL Charging Schedule on 1 st December 2014 and all new dwellings and extensions over 100sqm are CIL liable, though exemptions can be applied for in some cases. The amount of CIL payable would be dependent on floorspace. The proposals would result in a net increase in floor space of 137.7sqm. This application site is located within the Western Charging Zone for which the charge is £180 per square metre of floorspace. On this basis, the proposals would be liable for a total CIL charge of £24,786. However, a Self-Build Residential Extension Exemption form has been submitted.

### 8.0 **CONCLUSION**

8.1 Subject to planning conditions and informatives, the proposed development would not have an unacceptable impact on the appearance of the host building and character of the local area, on the residential amenity of neighbouring occupants, on trees, ecology or parking/highways. The proposals would accord with the NPPF and Policies DM9, DM11 and CP14 of the CSDMP 2012. The application is therefore recommended for approval.

### 9.0 **POSITIVE/PROACTIVE WORKING**

In assessing this application, officers have worked with the applicant in a positive, creative and proactive manner consistent with the requirements of paragraphs 38 to 41 of the NPPF. This included the following:

- Provided feedback through the validation process including information on the website, to correct identified problems to ensure that the application was correct and could be registered.
- Have suggested/accepted/negotiated amendments to the scheme to resolve identified problems with the proposal and to seek to foster sustainable development.
- Have proactively communicated with the applicant through the process to advise progress, timescale or recommendation.

### **Conditions(s)**

1. The development hereby permitted shall be begun within three years of the date of this permission.

Reason: To prevent an accumulation of unimplemented planning permissions and in accordance with Section 91 of the Town and Country Planning Act 1990 as amended by Section 51(1) of the Planning and Compulsory Purchase Act 2004.

2. The proposed development shall be built in accordance with the following approved plans: Proposed Ground Floor Plan (C01 Rev C), Proposed First Floor Plan (C02 Rev C), Proposed Second Plan (C03 Rev C), Proposed Roof Plan (C04 Rev C), Proposed Elevations (C05 Rev D), Proposed Elevations (C06 Rev D) and Proposed Site Plan (C07 Rev C) received 15/04/2019, unless the prior written approval has been obtained from the Local Planning Authority.

Reason: For the avoidance of doubt and in the interest of proper planning and as advised in ID.17a of the Planning Practice Guidance.

3. The building works, hereby approved, shall be constructed in external fascia materials; brick, tile, bonding and pointing, to match those of the existing building.

Reason: In the interests of the visual amenities of the area and to accord with Policy DM9 of the Surrey Heath Core Strategy and Development Management Policies 2012.

4. The development hereby approved shall be undertaken in accordance with with all recommendations for precautionary measures and enhancements of Section 7 "Recommendations" of the " Protected species report: Bat Presence and Absence Surveys" prepared by Brindle & Green and dated July 2019, and the Proposed Site Plan: bird box details (C08) received 18/07/2019.

Reason: To ensure the protection of protected species and to contribute to the enhancement of biodiversity, in accordance with Policy CP14 of the Surrey Heath Core Strategy and Development Management Policies 2012 and the National Planning Policy Framework.

5. The development hereby permitted shall be carried out wholly in accordance with the submitted Tree Protection Plan (C09 Rev F) received 30/07/2019. Prior to commencement of development, digital photographs shall be provided by the retained Consultant and forwarded to and approved by the Council's Arboricultural Officer. This should record all aspects of any facilitation tree works and the physical tree and ground protection measures having been implemented and maintained in accordance with Tree Protection Plan. The tree protection measures shall be retained until completion of all works hereby permitted.

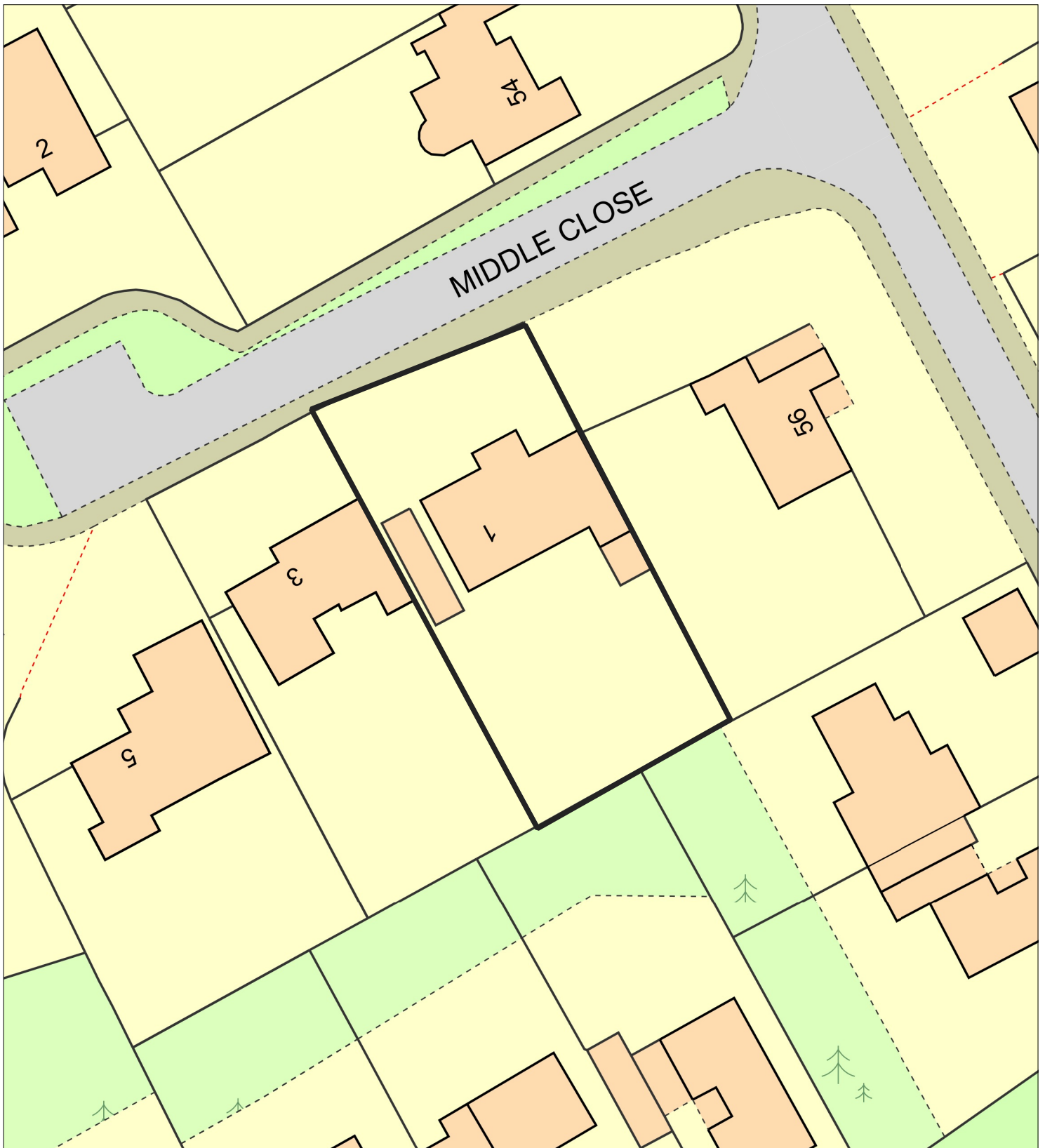
Reason: To preserve and enhance the visual amenities of the locality in accordance with Policy DM9 of the Surrey Heath Core Strategy and Development Management Policies 2012.

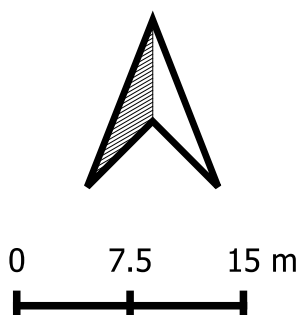

### **Informative(s)**



1. This decision notice is a legal document and therefore should be kept in a safe place as it may be required at a later date. A replacement copy can be obtained however there is a charge for this service.
2. The decision has been taken in compliance with paragraphs 38-41 of the NPPF to work with the applicant in a positive and proactive manner. Further information on how this was done can be obtained from the Officer's report.
3. The applicant is reminded that if during development, including site clearance or demolition works, a bat is seen then work should cease immediately and advice sought from Natural England or a qualified specialist. There is a requirement to apply for a European Protected Species derogation Licence for any activity that may adversely impact on a potential bat roost or disturb bats, in order to avoid contravention of Section 9(1) and Schedule 5 of the Wildlife and Countryside Act 1981 (as amended) and Schedule 2 of the Conservation of Habitats and Species Regulations 2017.
4. The applicant is informed that if the proposed development would involve the removal of dense shrubbery/vegetation, then this should be done outside of the main bird nesting season (March-August) to avoid adverse effect on nesting wild birds. Alternatively, if this is not possible and only a small area of dense vegetation would be affected, an ecologist could inspect the site for active nests immediately prior to clearance, and if any are found they should be left undisturbed with a buffer zone around it until it can be confirmed that the nest is not in use. This is in order to avoid contravention of Section 1 of the Wildlife and Countryside Act 1981 (as amended) and the Countryside and Right of Way Act 2000.
5. The applicant is advised to use native species when planting new trees and shrubs, preferably of local provenance from seed collected, raised and grown only in the UK, suitable for site conditions and complimentary to surrounding natural habitat. Planting should focus on nectar-rich flowers and/or berries as these can also be of considerable value to wildlife.

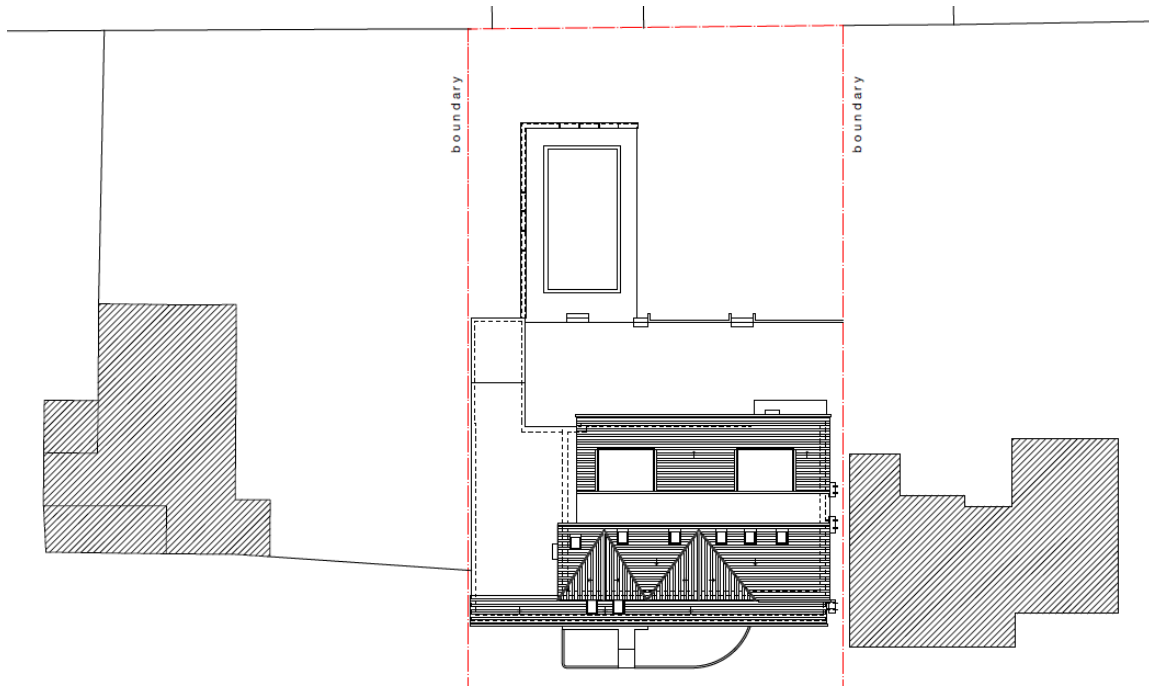
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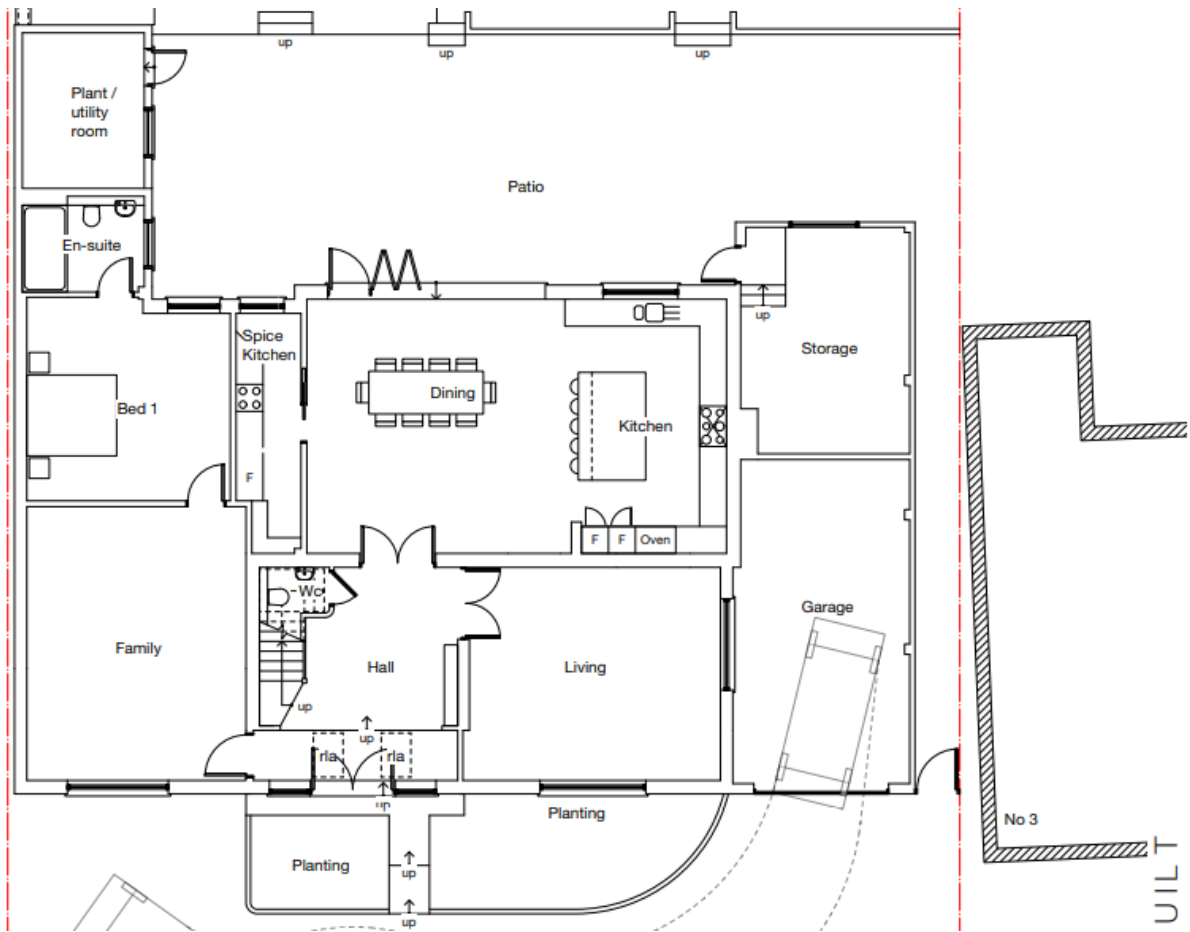
<b>Title</b>	Planning Applications		
<b>Application number</b>	20/0514/FFU		<b>Scale @ A4</b> 1:500
<b>Address</b>	1 Middle Close Camberley Surrey GU15 1NZ		<b>Date</b> 29 Jun 2021
<b>Proposal</b>	Resubmission of 19/0701 (extensions and alterations) to allow for overall lower roof with higher pitched front gables and air conditioning units (part retrospective)		
			
<p>Version 5      © Crown Copyright. All rights reserved. Surrey Heath Borough Council 100018679 2021      Author: DE</p>			

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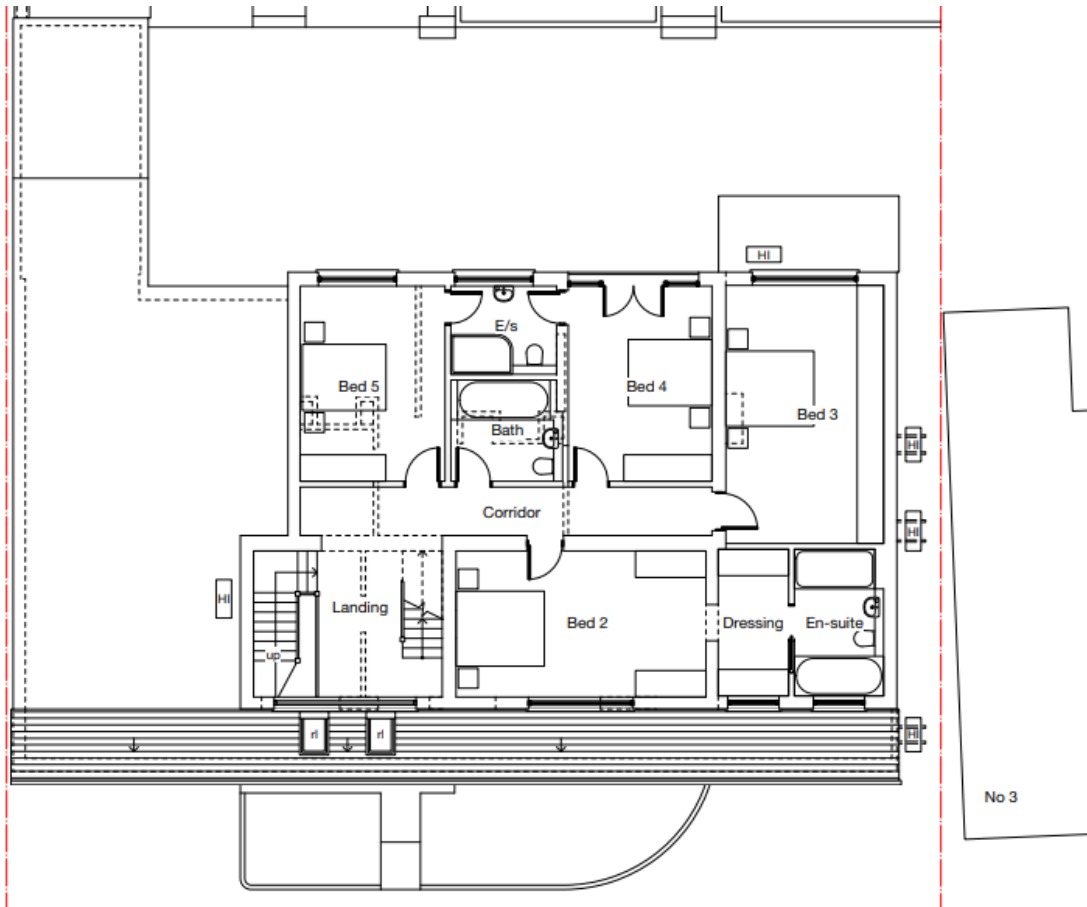
Block Plan (as built)



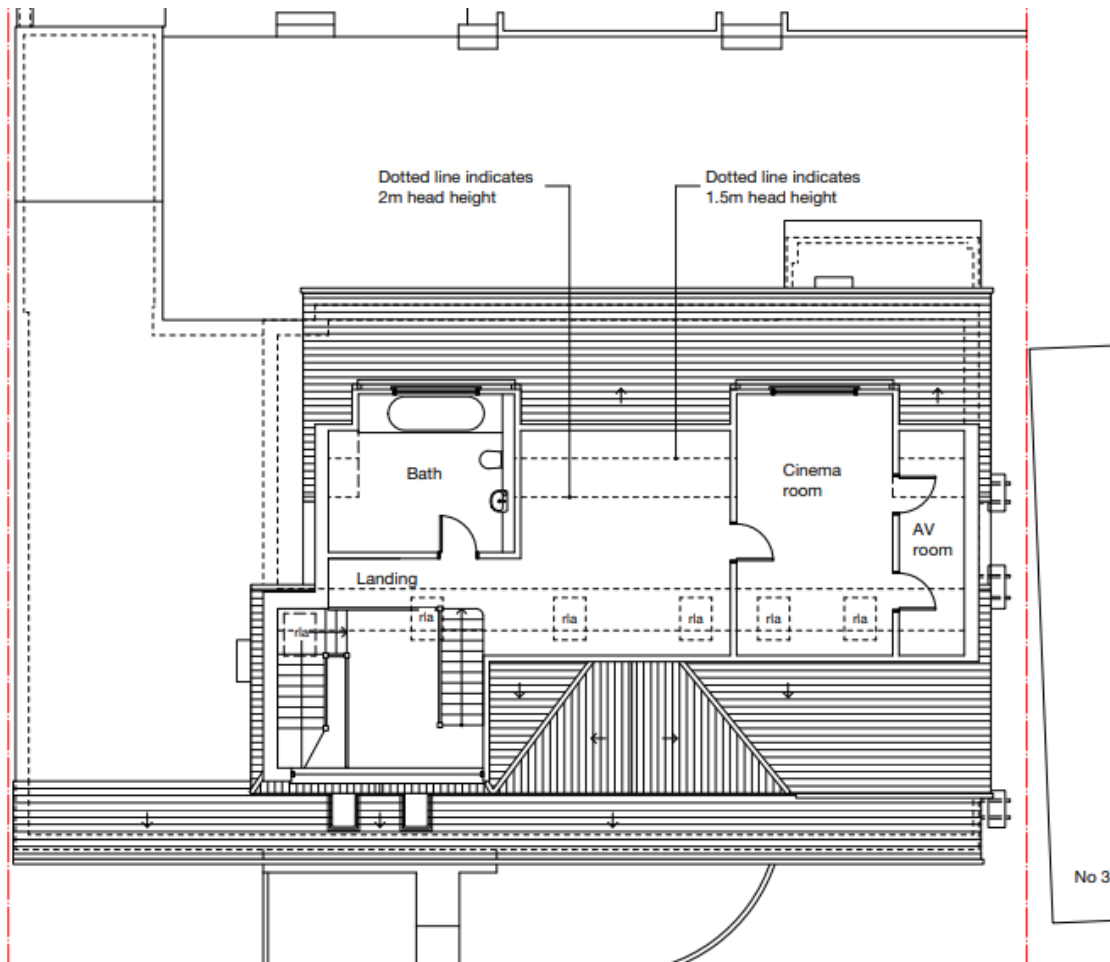
As built ground floor plan



As built first floor plan



# As built second floor plan



Front elevation as approved by application 19/0701/FFU



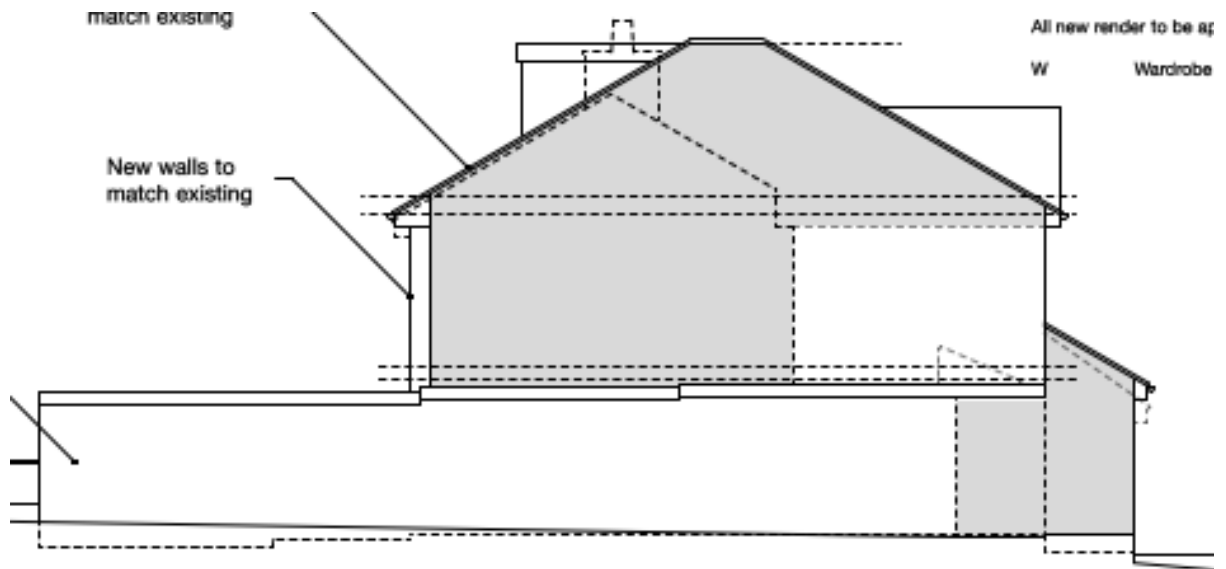
Front elevation as built



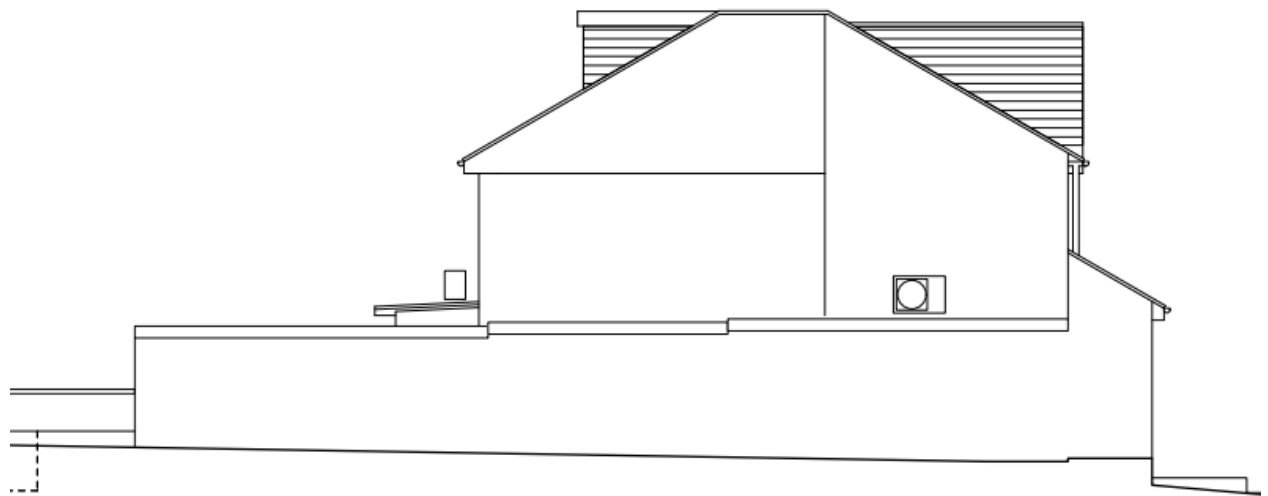
**NORTH**  
Front



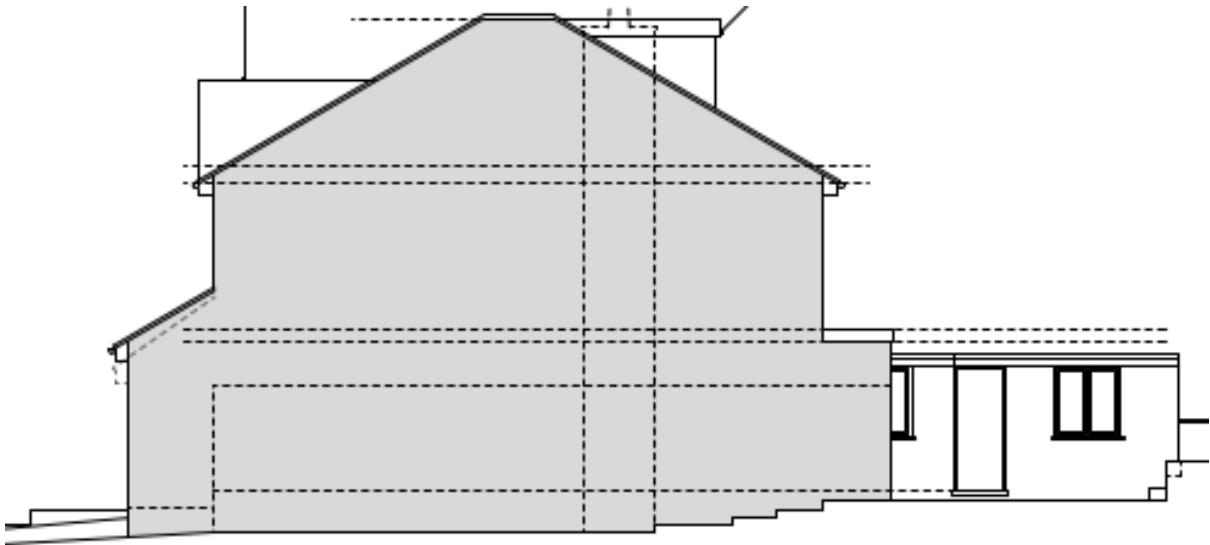
Eastern side elevation as approved by application 19/0701/FFU



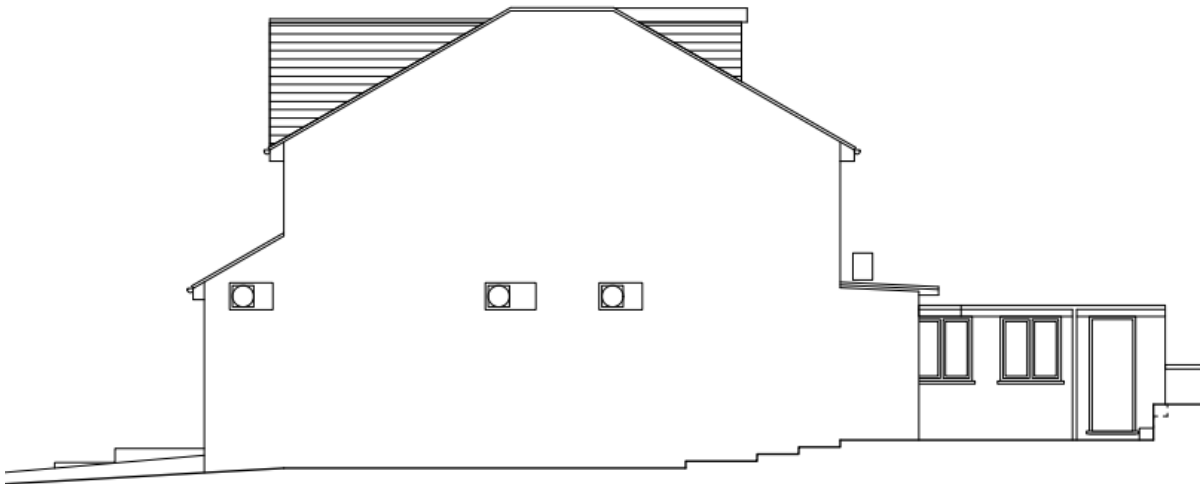
Eastern side elevation as built



Western side elevation as approved by application 19/0701/FFU

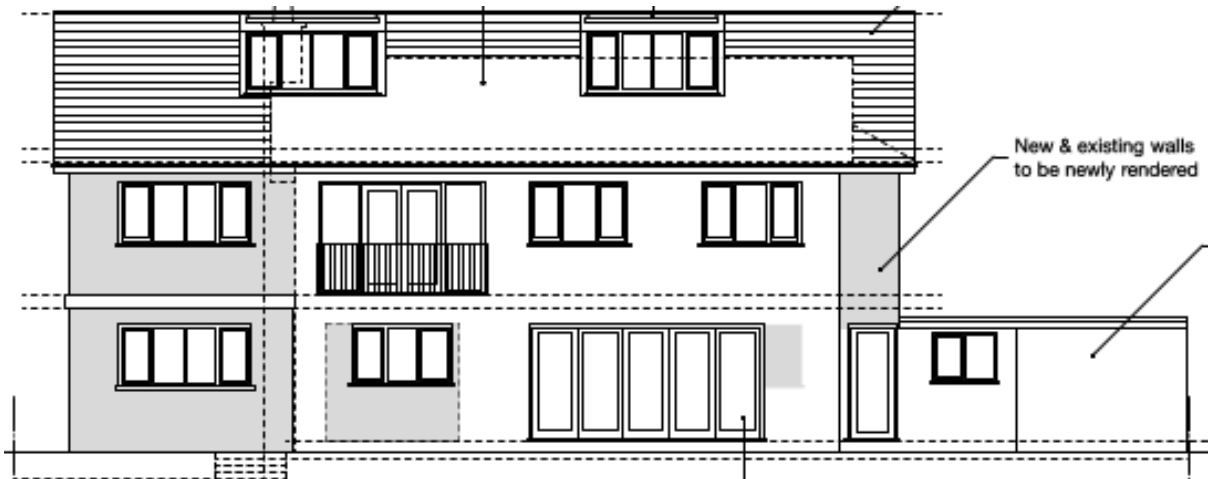


Western side elevation as built



**WEST**  
Flank

Rear elevation as approved by application 19/0701/FFU



Rear elevation as built



Image of the front of the property



Image of the front of the property, as scene from Middle Close





Image of western side elevation with A.C. units and part of 3 Middle Close



Image of application site facing east, with 56 Roundway beyond



Image of the rear of the application site



<b>LOCATION:</b>	Clear Spring, Brick Hill, Chobham, Woking, Surrey, GU24 8TH,
<b>PROPOSAL:</b>	Single storey rear extension
<b>TYPE:</b>	Full Planning Application
<b>APPLICANT:</b>	Mr Rupert Gardner
<b>OFFICER:</b>	Thomas Frankland-Wells

This application would normally be determined under the Council's Scheme of Delegation. However, it is being reported to the Planning Applications Committee at the request of Cllr Wheeler because of concern over the harm to the Green Belt.

**RECOMMENDATION: GRANT subject to conditions**

**1.0 SUMMARY**

- 1.1 The site lies within the Green Belt and the proposal is for the erection of a single storey rear extension, following the demolition of an existing rear extension. The proposed extension, together with extensions already carried out to the property, would be disproportionate additions over and above the size of the original building. The proposal would therefore be inappropriate development that would be harmful, by definition, to the Green Belt. In visual terms the harm to Green Belt openness would be limited. Aside from Green Belt considerations the design of the extension would be acceptable and no other harm has been identified, including no harm upon the neighbouring residential amenities.
- 1.2 Very special circumstances are required to outweigh the Green Belt harm. Permitted development rights remain intact for extensions to the dwelling, including porches and roof extensions, as well as outbuildings. In the officer's opinion, the scale of development that could be carried out under these rights could be more harmful to the Green Belt than the current proposal. This fallback position weighs in favour of the proposal and by removing future permitted development rights by planning condition this would be of further benefit. It is considered that this would outweigh the identified harm to amount to very special circumstances. Subject to conditions the application is therefore recommended for approval.

**2.0 SITE DESCRIPTION**

- 2.1 The site comprises a two storey semi-detached dwelling fronting Brick Hill. Dating from the late 19<sup>th</sup> century, the property was originally a detached cottage but was subsequently divided into two plots. It has since been extended, most notably by a two storey addition to the side.
- 2.2 The remainder of the site is predominantly garden space. This is enclosed to the front by a hedge, with further screening provided by a row of mature trees. The rear of the site is not as well screened, being enclosed by timber fencing, with a lack of any tall vegetation.
- 2.3 Vehicular access is via a track that leads off Brick Hill and around the property's attached neighbour to an area of hardstanding and a detached garage block at the rear of the site. The land on the site is relatively flat.

- 2.4 The surrounding area is distinctly rural, comprising around 20 dwellings surrounded by the heathland of Chobham Common to the north and east, and farmland to the south and west. Coworth Flexlands school lies a short distance to the west of the site.
- 2.5 The site is located within the Metropolitan Green Belt and outside of any settlement boundary. It is also located within the Thames Basin Heaths SPA 400m Buffer Zone.

### **3.0 RELEVANT HISTORY**

- 3.1 8775 Two storey extension – Granted 19/06/1973
- 3.2 75/601 Erect garage and demolish sheds – Granted 14/08/1975

### **4.0 THE PROPOSAL**

- 4.1 The proposal is for the erection of a single storey rear extension, following the demolition of the existing single storey rear extension. The proposed extension would extend across the entirety of the rear elevation with a width of 8.5 m and a depth of 4.5m, topped by a mono-pitch roof with the eaves set at 2.2m, rising to a ridge at 3m. It would have a brick and tile finish, with uPVC windows to match the existing.

### **5.0 CONSULTATION RESPONSES**

- 5.1 Chobham Parish Council Objection on the grounds that the development would amount to disproportionate additions over and above the size of the original building and would therefore be inappropriate development within the Green Belt.

### **6.0 REPRESENTATION**

- 6.1 Notification letters were sent to five neighbouring Brick Hill properties on 23 August 2021. One objection was received. No letters of support were received. The objection raised the following material considerations:

- Harm to the Green Belt [*Officer comment: see section 7.3*]

### **7.0 PLANNING CONSIDERATION**

- 7.1 In considering this proposal, regard has been had to the National Planning Policy Framework 2021 (NPPF), Policies DM9 and DM11 of the Surrey Heath Core Strategy and Development Management Policies Document 2012 (CSDMP), and guidance within the Surrey Heath Residential Design Guide SPD 2017 (RDG).

- 7.2 The main issues in the assessment of the application are:

- The impact on the Green Belt;
- The impact on the character and appearance of the area; and,
- The impact on the amenities of neighbouring occupiers.

### **7.3 The impact on the Green Belt**

- 7.3.1 The NPPF states that the construction of new buildings within the Green Belt is inappropriate development but lists exceptions to this. This includes the extension or alteration of a building provided that it does not result in a disproportionate addition over and above the size of the original building. The NPPF does not define what is a disproportionate addition but defines the original building as a building as it existed on 1 July 1948 or, if constructed after 1 July 1948, as it was built originally.



7.3.2 While the planning history for the site is limited, historic maps show that the building and surrounding land was divided into two plots sometime between 1915 and 1971. The larger of the existing single storey rear extensions also appears to have been constructed during this period. The existing two storey extension was constructed pursuant to planning permission reference 8775, which was granted in June 1973. This existing extension represents a substantial addition to the original building, having approximately doubled its footprint and volume. The following table summarises the floor areas and volumes:

	Floor area (m <sup>2</sup> )	Percentage increase
Original dwelling	78	-
Existing two storey extension	78	100%
Existing single storey extension	2	3%
Proposed demolition	-12	-16%
Proposed extension	38	49%
Total cumulative additions	106	136%

7.3.3 As shown above, the dwelling as proposed to be extended would have a floor area of 184m<sup>2</sup>, which would amount to a 136% increase over and above the original building's floor area of approximately 78m<sup>2</sup>. Similarly, the volume of the building would be approximately 560m<sup>3</sup>, which would be a 133% increase over and above the original building's volume of approximately 240m<sup>3</sup>.

7.3.4 Having regard to the above, it is considered that the proposed development combined with the existing extensions would result in a disproportionate addition over and above the size of the original building and would therefore be inappropriate development, which is by definition harmful to the Green Belt.

7.3.5 However, in the officer's opinion, additional harm to Green Belt openness would be limited. Openness includes both spatial and visual impacts. Given the relatively modest scale of the extension, its siting well back from public vantage points, and the extent to which it would be screened by other intervening structures (e.g. the garage buildings at the rear of the site) its visual impact would not be significant.

7.3.6 As the proposed development would be inappropriate and harmful development within the Green Belt, it should not be approved unless very special circumstances exist. It is first necessary to consider whether any other harm exists, in addition to Green Belt harm. The case for very special circumstances will then be considered in section 7.7 of this report.

#### **7.4 The impact on the character and appearance of the area**

7.4.1 Policy DM9 of the CSDMP requires development to be of a high quality design. It should respect and enhance the local, natural and historic character of the environment, be it in an urban or rural setting, paying particular regard to scale, materials, massing, bulk and density. High quality hard and soft landscaping should be provided, where appropriate, and trees and other vegetation worthy of retention should be protected. Development is also expected to incorporate and reflect design and character measures as set out in the Borough's supplementary planning documents.

7.4.2 Properties in the area surrounding the site predominantly date from the same period as the application property, with some examples of later infill development. Despite this, they vary quite widely in terms of their form and external finishes. Many have been extended, some considerably so, and these extensions are often visible in the street scene.

7.4.3 Despite extending across the entirety of the rear elevation to a depth of 4.5m, the overall scale of the extension would be limited by its modest height. Being single storey, it would appear subservient to the existing dwelling and it would also be sympathetic in its design, being topped by a pitched roof and having a brick and tile finish. Although it would be readily visible from the access track to the rear of the site, it would be set back significantly, which would limit the effect of its bulk.

7.4.4 Having regard to the above, it is considered that the proposed extension would have an acceptable impact on the character and appearance of the area. In this respect, the proposal is considered to be in accordance with the aims and objectives of policy DM9 of the CSDMP 2012 and Principles 10.1 and 10.4 of the RDG SPD 2017, all of which require development to be high quality and respectful of local character.

## **7.5 The impact on the amenities of neighbouring occupiers**

7.5.1 Policy DM9 of the CSDMP requires development to respect the amenities of occupiers of neighbouring property and uses.

7.5.2 The proposed extension would be 4.5m in depth and set hard up against the eastern boundary of the site but would only project beyond the rear building line of the attached neighbour, Foxhill End, by approximately 2.2m. It would otherwise be very well separated from the boundaries of the site and, in any event, would be modest in height.

7.5.3 It is therefore considered that the proposed extension would not appear overbearing when viewed from neighbouring properties or unduly deprive neighbouring occupiers of natural light. Given that the extension would be single storey only, it would not introduce any new patterns of overlooking or otherwise erode the privacy enjoyed by neighbouring occupiers.

7.5.4 Having regard to the above, it is considered that the proposed development would have an acceptable impact on the living conditions of neighbouring occupiers. In this respect, the proposal is considered to be in accordance with policy DM9 of the CSDMP 2012 and Principles 10.1 and 10.4 of the RDG SPD 2017, all of which seek to ensure that developments do not materially erode the amenities of neighbouring residents.

## **7.6 Other matters**

7.6.1 Surrey Heath's Community Infrastructure Levy (CIL) Charging Schedule was adopted on 16 July 2014 and the CIL Charging Schedule came into effect on 1 December 2014. Surrey Heath charges CIL on residential and retail developments where there is a net increase in floor area, however, as the proposal relates to a net increase in residential floor area less than 100 square metres the development is not CIL liable.

## **7.7 Very special circumstances**

7.7.1 Paragraph 148 of the NPPF states that when considering any planning application, local planning authorities should ensure that substantial weight is given to any harm to the Green Belt. It goes on to state that very special circumstances will not exist unless the potential harm to the Green Belt by reason of inappropriateness, and any other harm resulting from the proposal, is clearly outweighed by other considerations. The preceding paragraphs of this report identify harm to the Green Belt (by reason of the proposal being a disproportionate addition, but concludes that harm to openness would be very limited) and no other harm to the character and appearance of the area or residential amenities.

7.7.2 Whilst the applicant has not presented a case for very special circumstances it is still necessary to consider whether any exist. A permitted development fallback position can be a very special circumstance. In this case these PD rights remain intact including the right to extend the dwelling, enlarge the roof, erect porches and erect outbuildings (Classes A, B, D and E of Schedule 2, Part 1 of the Town and Country Planning General Permitted

Development Order, respectively). Implementing such rights would potentially cause greater harm to the Green Belt than this proposal. For example, the applicant could erect large outbuildings within the rear garden that would spread development and have a greater impact upon openness. The applicant could also erect dormers with a volume of up to 50m<sup>3</sup> and erect an extension at the rear of the property, measuring 3m in depth and extending across approximately half of the rear elevation. Under the prior approval process, a rear extension could be up to 6m in depth and in the officer's opinion, such an extension would be similar in overall scale to the extension currently proposed.

7.7.3 In the officer's opinion this fallback position weighs significantly in favour of granting the proposal. Moreover, this permission would enable permitted development rights to be removed which would provide a greater safeguard to the Green Belt in the future than the current situation. As such it is considered that very special circumstances exist to outweigh the harm to the Green Belt.

## **8.0 POSITIVE/PROACTIVE WORKING AND PUBLIC SECTOR EQUALITY DUTY**

8.1 In assessing this application, officers have worked with the applicant in a positive, creative and proactive manner consistent with the requirements of paragraphs 38-41 of the NPPF. This included:

a) Making pre-application advice available to seek to resolve problems before the application was submitted and to foster the delivery of sustainable development; and,

b) Providing feedback through the validation process, including placing information on the Council's website, to correct identified problems to ensure that the application was correct and could be registered.

8.2 Under the Equalities Act 2010, the Council must have due regard to the need to eliminate discrimination, harassment or victimisation of persons by reason of age, disability, pregnancy, race, religion, sex and sexual orientation. This planning application has been processed and assessed with due regard to the Public Sector Equality Duty. The proposal is not considered to conflict with this Duty.

## **9.0 CONCLUSION**

9.1 In combination with existing extensions to the dwelling the proposal represents a disproportionate addition over and above the size of the original dwelling and is therefore inappropriate and harmful development in the Green Belt. Visually, however, the proposal would cause very limited harm to Green Belt openness. No other harm has been identified with the proposal respecting the character and amenity of the area and neighbouring residential amenities. Very special circumstances exist to outweigh the Green Belt harm because of the permitted development fallback position. The proposal is therefore recommended for approval subject to the removal of permitted development rights.

## **10.0 RECOMMENDATION**

GRANT subject to the following conditions:

1. The development hereby permitted shall be begun within three years of the date of this permission.

Reason: To prevent an accumulation of unimplemented planning permissions and in accordance with Section 91 of the Town and Country Planning Act 1990 as amended by Section 51(1) of the Planning and Compulsory Purchase Act 2004.

2. The development to which this permission relates shall be carried out in accordance with the following plans:

ClearSpring\_SiteLocationPlan\_V2  
ClearSpring\_ProposedPlans\_V2  
ClearSpring\_ProposedElevations\_V2  
ClearSpring\_ProposedBlockPlan\_V2

All received 10/08/2021.

Reason: For the avoidance of doubt and in the interests of proper planning.

3. The materials used in the external finishes of the development to which this permission relates shall be those listed on the application form and the approved plans unless otherwise agreed in writing by the local planning authority.

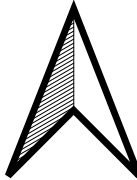
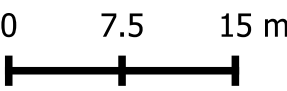

Reason: In the interests of the visual amenities of the area and to accord with policy DM9 of the Surrey Heath Core Strategy and Development Management Policies 2012.

4. Notwithstanding the provisions of Class A, Class B, Class C, Class D, Class E of the Town and Country Planning (General Permitted Development) Order 2015 (as amended) (or any order revoking and re-enacting that Order with or without modification) no further extensions, roof alterations, porches or outbuildings shall be erected on the site without the prior approval in writing of the Local Planning Authority.

Any development under the Classes stated above undertaken or implemented between the date of this decision and the commencement of the development hereby approved shall be demolished and all material debris resulting permanently removed from the land within one month of the development hereby approved coming into first use.

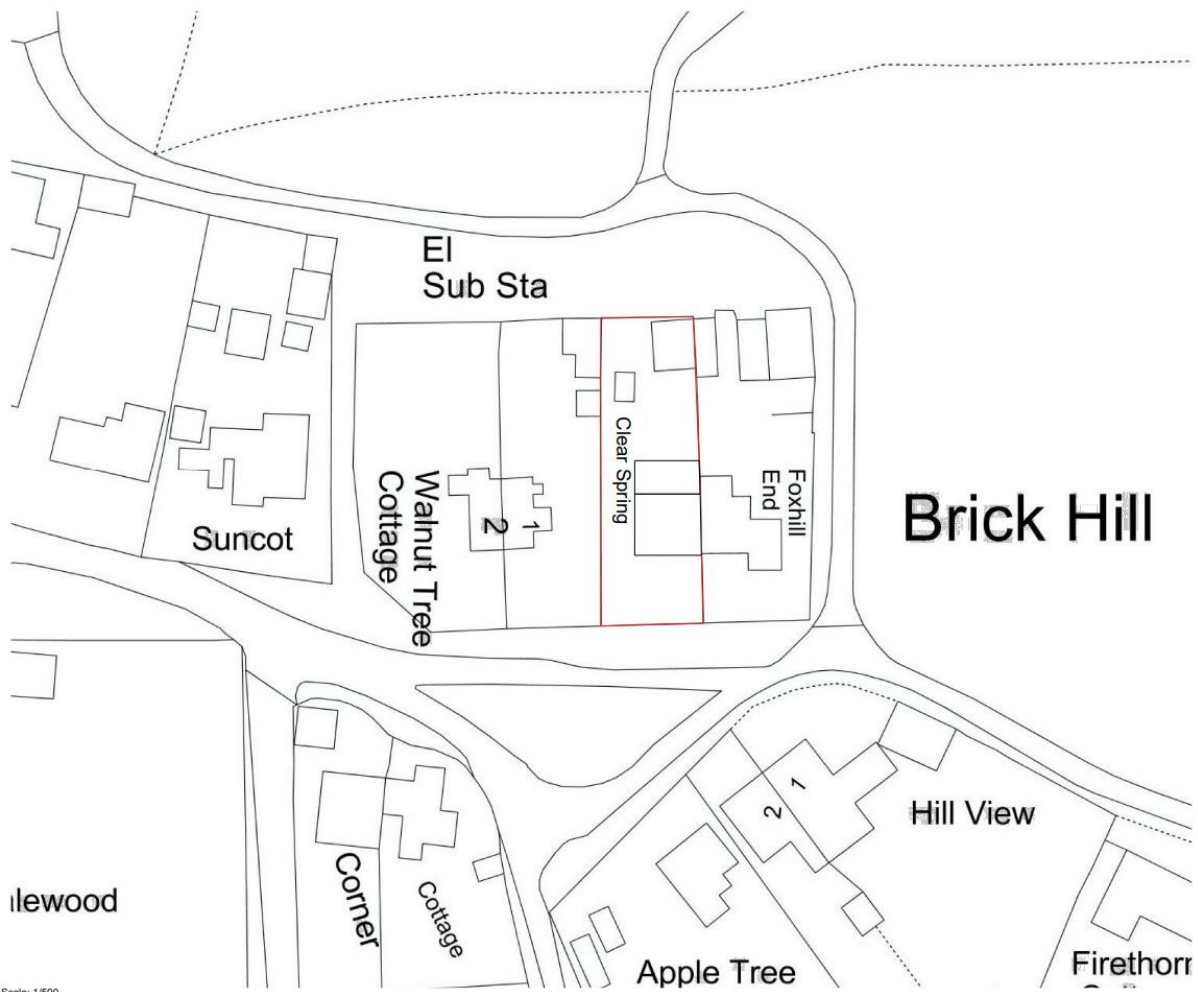
Reason: To retain controls in the interests of the openness of the Green Belt and to comply with the National Planning Policy Framework



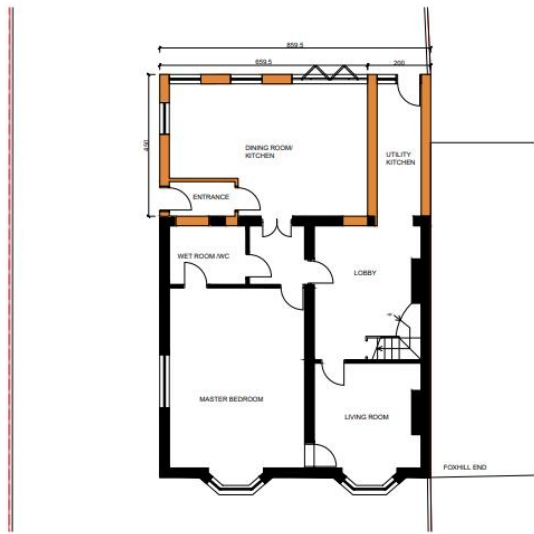
<b>Title</b>	Planning Applications		
<b>Application number</b>	21/0902/FFU	 	<b>Scale @ A4</b> 1:500
<b>Address</b>	Clear Spring Brick Hill Chobham Woking Surrey GU24 8TH		<b>Date</b> 19 Oct 2021
<b>Proposal</b>	Single storey rear extension		
			

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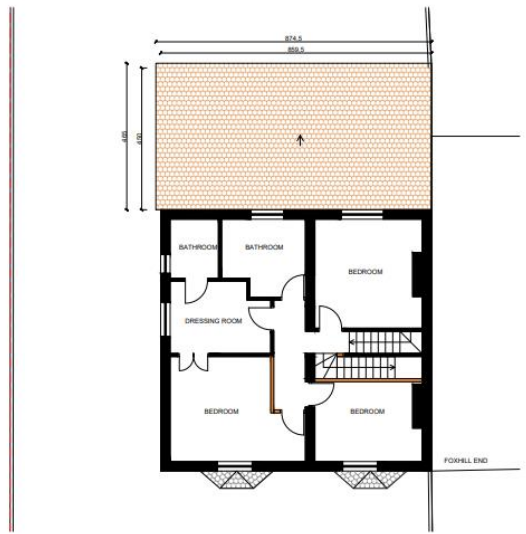
Proposed Block Plan:



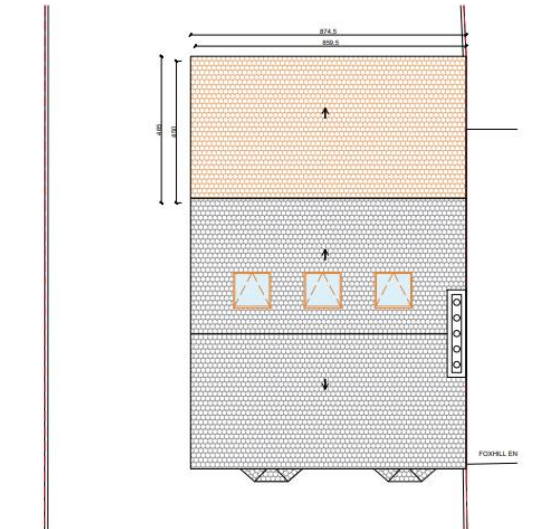
Proposed Plans:



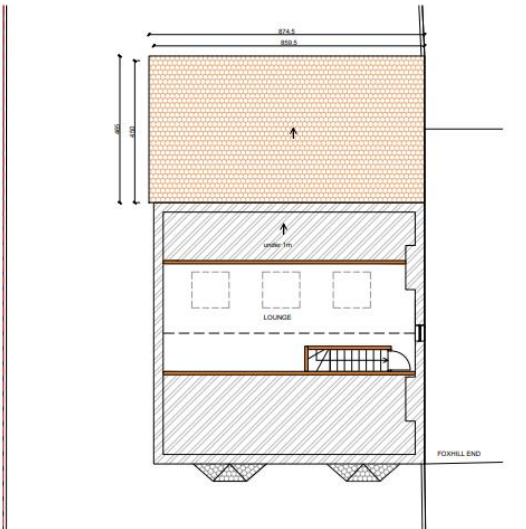
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Proposed Ground Floor Plan



Scale: 1/100  
Proposed First Floor Plan



Scale: 1/100  
Proposed Roof Plan



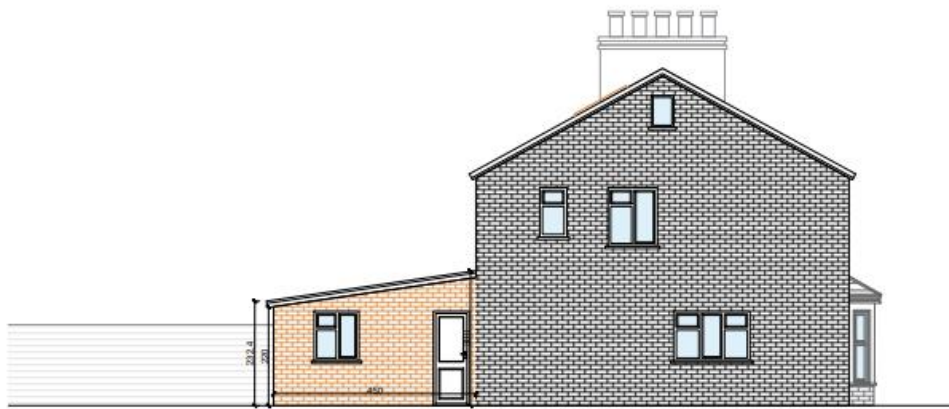
Scale: 1/100  
Proposed Loft Plan



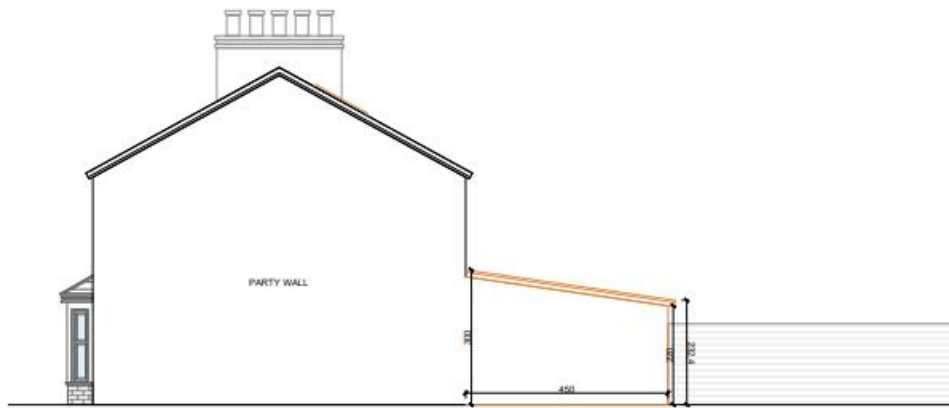
Proposed Elevations:



Scale: 1/100  
Proposed North Elevations



Scale: 1/100  
Proposed West Elevations



Scale: 1/100  
Proposed East Elevations



Image looking north from Brick Hill towards the front of the application site:



Image looking west towards the rear of the application site (taken from side access lane):





Image looking south towards the rear of the application site (taken from rear access lane):



Image looking south towards the rear of the application site (taken from within the site):



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