

Fossetts Farm –supplementary agenda

Recommendation:

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| <b>Recommendation:</b> | <p><b>DELEGATE to the Director of Planning and Head of Planning and Building Control to GRANT PLANNING PERMISSION subject to:</b></p> <p>i. The application being one of strategic importance <a href="#">and including development in the Green Belt (as required by Circular 02/09)</a> to it must be referred to the Secretary of State for <a href="#">Levelling Up, Ministry of Housing, and Communities and Local Government</a> and the grant of permission in accordance with the Committee’s resolution will be subject to no call-in Direction being made by the Secretary of State;</p> <p>ii. Subject to sub-paragraph i) above and to the section 106 agreement (as explained in this report) being completed by the Council and other persons shown in the Heads of Terms appended to this report in Appendix 3 as having a requisite interest in the site before the planning permission is issued, so as to effectively incorporate and transpose the Heads of Terms in Appendix 3 to the satisfaction of the Interim Director of Planning or Group Manager Planning and Building Control</p> <p>iii. That (subject to the Secretary of State’s respective decisions not to direct refusal of permission and/or to call in the application) upon completion of the above Section 106 agreement the Director of Planning and Head of Planning and Building Control be instructed to APPROVE the application reference 17/00733/FULM under delegated powers and grant planning permission subject to conditions substantially in the form contained in Appendix 4 (with such detailed amendments as the Director of Planning and Head of Planning and Building Control may consider to be reasonable and necessary in the course of negotiating the detailed Section 106 Agreement</p> <p>iv. In the event that the agreement referred to in part (ii) above has not been completed before 31st January 2022 or an extension of this time as may be agreed by the Director of Planning and Head of Planning and Building Control to refuse planning permission for the application on grounds that the development will not secure the necessary contributions as in part (ii) above and further detailed in Appendix 3. As such, the proposal would be unacceptable and contrary to National Planning Policy Framework (2021) and policies KP1, KP2, KP3, CP3, CP6, CP7 and CP8 of the Core Strategy (2007) DM7, DM8 and DM15 of the Development Management Document (2015)</p> |
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Conditions:

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| 11 | Full and Outline Application | <b>Stadium funding and building contract(s)</b> | <p>No <a href="#">part of any</a> residential development hereby permitted whether in full or outline, may commence unless and until the Director of Planning and Head of Planning and Building Control has been satisfied:</p> <p>(i) that funding for the delivery of the Stadium providing not less than 13,893 seats, pedestrian access via Supporters Way, car parking for teams and supporters, and public transport has been secured and</p> <p>(ii) that a binding commercial contract or contracts have been entered into to secure the construction and practical completion of the Stadium hereby permitted within a stipulated time period, providing not less than 13,893 seats, a football pitch, pedestrian access via Supporters Way, car parking and public transport.</p> |
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|    |                              |  | <p>To secure the discharge of this condition a report or reports shall be submitted to the Director of Planning and Head of Planning and Building Control in writing describing and evidencing the relevant matters specified above. Copies of the said contract (s) shall be provided. No development may commence until written notice of the discharge of all elements this condition has been given by or on behalf of the Director of Planning and Head of Planning and Building Control.</p> <p>Reason: To secure the construction, fit out and completion of the Stadium hereby permitted.</p>   |
| 13 | Full and Outline Application | <b>SUFC Training Ground Replacement Training Centre and Car Parking Delivery</b> | <p>(a) No development whatsoever can commence on land comprising existing playing pitches until replacement facilities of equivalent or better provision have secured planning permission, and been delivered to a standard which enables them to be used and are made available for use to the written satisfaction of the Director of Planning and Head of Planning and Building Control. To secure the discharge of this condition a report shall be submitted in writing describing <a href="#">both the old and new facilities together with confirmation that a lease for their use has been entered into with evidence of the same</a>. The new facilities shall be those set out in planning application reference 17/00436/FUL Land North of Smither's Chase submitted to Rochford District Council <a href="#">as originally submitted and shall be in accordance with the dimensions shown on drawing number 1819-1011 Rev 2 submitted as part of that application</a>. No development may commence until written notice of the discharge of all elements this condition <a href="#">a), b) and c)</a> <a href="#">has</a> been given by or on behalf of the Director of Planning and Head of Planning and Building Control.</p> <p>(b) No development whatsoever can commence on land comprising existing car parking facilities for players and staff until replacement facilities of equivalent or better provision <a href="#">conveniently located to the replacement playing pitches and clubhouse</a> have secured planning permission, and been delivered to a standard which enables them to be used and are made available for use to the written satisfaction of the Director of Planning and Head of Planning and Building Control. To secure the discharge of this <a href="#">part of this</a> condition a report shall be submitted in writing describing the <a href="#">old and new facilities together with confirmation that a lease for their use has been entered into with evidence of the same</a>. The new facilities shall be those set out in planning application reference 17/00436/FUL Land North of Smither's Chase submitted to Rochford District Council <a href="#">or such other temporary provision as the Director of Planning and Head of Planning and Building Control may admit provided such facilities have planning permission. If prior to the provision of those car parking facilities for players and staff, temporary facilities are to be provided to be set out in a planning application to Southend-on-Sea Borough Council</a>. This temporary provision shall continue to be made available until the new facilities set out in planning application reference 17/00436/FUL are provided and made available for use to the written satisfaction of the Director of Planning and Head of Planning and Building Control. No development may commence until written notice of the discharge of all elements this condition <a href="#">a), b) and c)</a> <a href="#">has</a> been given by or on behalf of the Director of Planning and Head of Planning and Building Control.</p> <p>(c) No development whatsoever can commence on land comprising existing clubhouse until replacement clubhouse facilities of equivalent or better provision <a href="#">conveniently located to the replacement playing pitches and player car parking</a> have secured planning permission and been delivered to a standard which enables them to be used and are made available for use to the written satisfaction of the Director of Planning and Head of Planning and Building Control. To secure the discharge of this condition a report shall be submitted in writing describing the <a href="#">old and new facilities together with confirmation that a lease for their use has been entered into with evidence of the same</a>. The new facilities ultimately shall be those set out in planning application reference 17/00436/FUL Land North of Smither's Chase submitted to</p> |

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|  |  | <p>Rochford District Council. If prior to the provision of that clubhouse facility a temporary facility is to be provided it shall be that in a planning application to Southend on Sea Borough Council. This temporary facility <a href="#">or such other temporary provision as the Director of Planning and Head of Planning and Building Control may admit provided such facilities have planning permission</a> shall continue to be made available until the new facilities set out in planning application reference 17/00436/FUL are provided and made available for use to the written satisfaction of the Director of Planning and Head of Planning and Building Control. No development may commence until written notice of the discharge of all elements this condition <a href="#">a), b) and c)</a> has been given by or on behalf of the Director of Planning and Head of Planning and Building Control.</p> <p>(d) No <a href="#">Stadium related or</a> other development including residential development hereby permitted may commence unless and until the Director of Planning and Head of Planning and Building Control has been satisfied that planning application reference 17/00436/FUL Land North of Smither's Chase submitted to Rochford District Council has been granted and demonstrated to be free from legal challenge to the written satisfaction of the Director of Planning and Head of Planning and Building Control. No development may commence until written notice of the discharge of all elements this condition has been given by or on behalf of the Director of Planning and Head of Planning and Building Control.</p> <p>Reason: In order to provide continuity of the training centre facility, car parking facilities and clubhouse facilities provision for SUFC.</p> |
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Section 106 Heads of Terms:

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| <p><b>Continuity of Provision</b></p> <p>Continuity of training pitches, associated car parking and Clubhouse</p> <p>a) New training pitches to be provided to an equivalent or better standard than the existing training pitches and to be available for use, including a lease for their use having been granted, before any works are undertaken to the existing training pitches. The new facilities shall be those set out in planning application reference 17/00436/FUL Land North of Smither's Chase submitted to Rochford District Council <a href="#">as originally submitted and be in accordance with the dimensions shown on drawing number 1819-1011 Rev 2 submitted as part of that application</a>.</p> <p>b) New car parking facilities to be provided <a href="#">conveniently located to the replacement playing pitches and clubhouse</a> to an equivalent or better standard than the existing car parking facilities and to be available for use, including a lease for their use having been granted, before any works are undertaken to the existing car parking facilities. The new facilities shall be those set out in planning application reference 17/00436/FUL Land North of Smither's Chase submitted to Rochford District Council.</p> <p>c) New Clubhouse to be provided to an equivalent or better standard than the existing Clubhouse and to be available for use, <a href="#">conveniently located to that replacement playing pitches and player parking</a> including a lease for their use having been granted, before any works are undertaken to the existing Clubhouse. The new facilities shall be those set out in planning application reference 17/00436/FUL Land North of Smither's Chase submitted to Rochford District Council.</p> <p>d) In the event temporary training facilities are to be made available, they shall continue to be made available until the new Clubhouse is provided and made available.</p> |
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e) Not to carry out any works connected to the Development until the Council have confirmed in writing that they are satisfied that planning application reference 17/00436/FUL Land North of Smither's Chase submitted to Rochford District Council has been granted and demonstrated to be free from legal challenge

Not to carry out any works connected to the Development until the Council have confirmed in writing that they are satisfied that parts (a), (b), (c), (e) and if relevant (d) have been satisfied.

Not to carry out works connected to [any part of the residential d](#)Development until funding of all parts of the Delivery Strategy, from Homes England or some other suitable source, to secure the delivery of the [Stadium providing not less than 13,893 seats, pedestrian access via Supporters Way, car parking for teams and supporters, and public transport Stadium Phase 1 and other works](#) has been secured in binding contracts and has been demonstrated to the written satisfaction of, and approved in writing by, the Council.

Not to carry out any works in connection with Residential Units until written confirmation that an unconditional Construction Contract or Contracts for [the delivery of the Stadium providing not less than 13,893 seats, pedestrian access via Supporters Way, car parking for teams and supporters, and public transport specified works](#) have been entered into with a commencement date within a specified period and this has been demonstrated to the written satisfaction of the Council.

Not to carry out any works in connection with more than 850 Residential Units until the Stadium Phase 1 and [all the new training facilities](#) or temporary training facilities are practically complete and operational for the hosting of professional football matches

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