



**SOUTH
KESTEVEN
DISTRICT
COUNCIL**

Planning Committee

14 May 2026



S24/2218

Proposal:	Section 73 application to remove Condition 21 (Pennine Way Bridge) and vary Condition 36 (Off-site highways works) of planning permission S08/1231 to remove the obligation to deliver the Pennine Way bridge
Location:	Poplar Farm Grantham
Applicant	Norwich Hub Ltd and Buckminster Trust Estate
Application Type:	Section 73 planning application
Reason for Referral to Committee:	At the discretion of the Assistant Director – Planning & Growth; and due to the application requiring a Section 106 Agreement to secure financial contributions
Key Issues:	<ul style="list-style-type: none"> • Impact of the proposal on highways safety and capacity • Impact of the proposal on overall design quality • Infrastructure for Growth
Technical Documents:	<ul style="list-style-type: none"> • Statement on behalf of the Landowners • Viability Appraisal Report

Report Author

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Corporate Priority:

Growth

Decision type:

Regulatory

Wards:

Grantham Arnoldfield

Reviewed by:

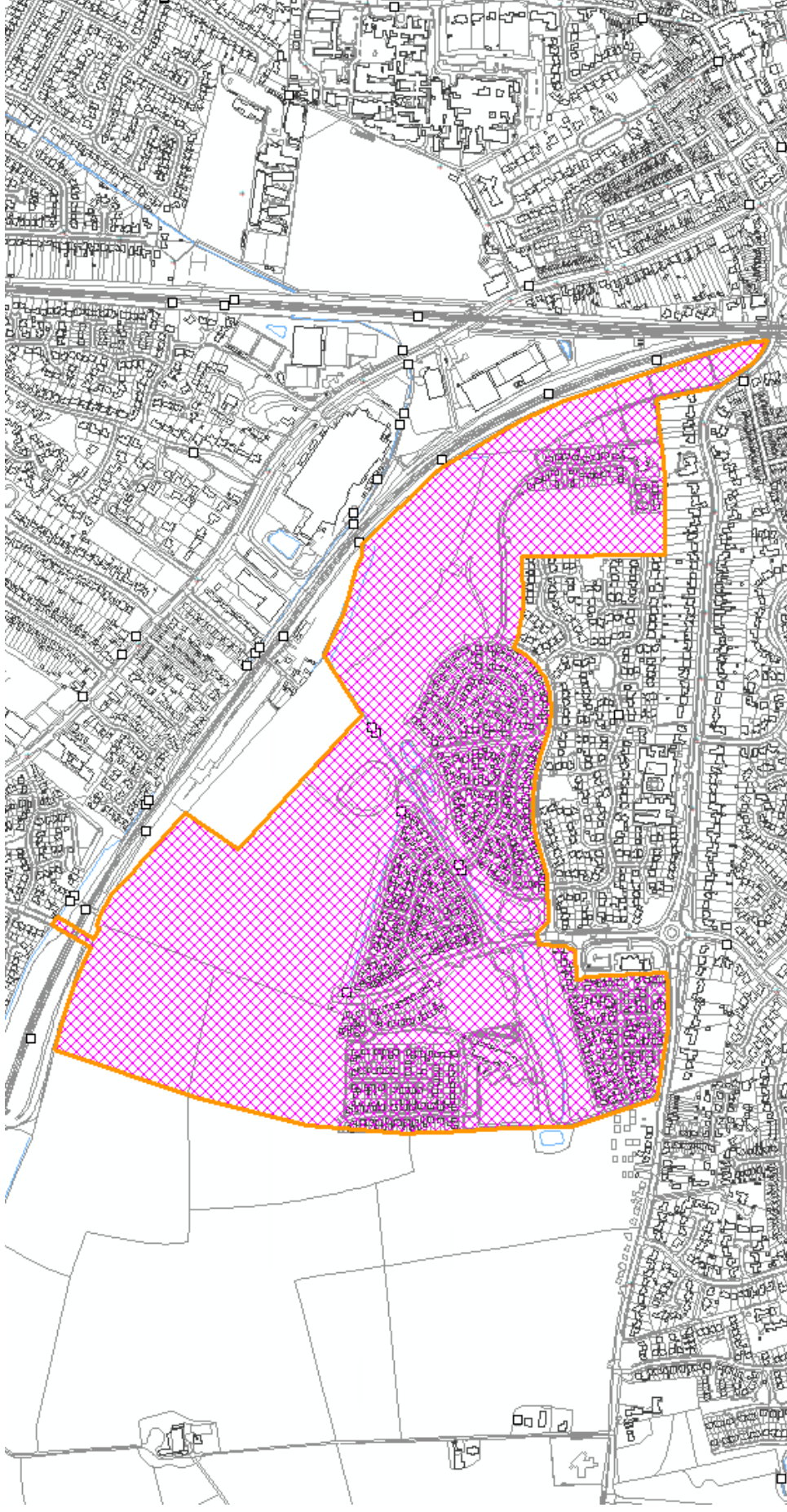
Phil Jordan, Development Management & Enforcement Manager

6 May 2026

Recommendation (s) to the decision maker (s)

To authorise the Assistant Director – Planning & Growth to GRANT planning permission, subject to conditions and subject to the completion of a Section 106 Agreement.

S24/2218 – Poplar Farm, Grantham



Key



Application
Boundary



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Addendum to Committee Report S24/2218 – Poplar Farm, Grantham

1 Introduction

1.1 Members will recall that this application was previously discussed at the Planning Committee meeting on 19 March 2026. At that meeting, the Committee resolved to defer the application for further information relating to the financial viability of delivering the bridge and further evidence of the landowner's negotiations with Network Rail.

1.2 The relevant minutes of the meeting stated:

It was proposed, seconded and AGREED to authorise the Assistant Director – Planning & Growth to DEFER planning permission for the following reasons:

Whilst Members remain concerned that the bridge was necessary for connectivity reasons, it was felt that further information is required to allow Members to fully balance the relevant material planning considerations. As such, it was agreed to obtain further information on the following matters:

1. Evidence of the negotiations undertaken with Network Rail to obtain their approval to deliver the bridge, including any information relating to the preparation of technical designs for the bridge, correspondence in relation to the appointment of contractors to undertake the works, and evidence of negotiations regarding the ransom strip.
2. Updated evidence in relation to the viability of delivering the bridge – this is to include further modelling of the viability assessment to include an updated cost of the bridge and the Network Rail ransom. This is to include testing at various intervals throughout the development to understand if the bridge can be afforded at any point in the development. This will also include a further review of the Section 106 package in light of any additional costs associated with the bridge.

2 Updates since March 2026

2.1 Following the application being deferred at the March 2026 Committee meeting, Officers have engaged in further discussions with an independent viability specialist appointed on behalf of the Council; the Applicant has provided further evidence in relation to negotiations with Network Rail; and Officers have obtained further information in relation to the connectivity purposes of the Pennine Way bridge. Further commentary on these matters is provided below. This report should be read in conjunction with the March 2026 Committee Report in terms of representations received and other matters, including policy context. Full copies of all representations received can be viewed on the Council's website portal for this application.

2.2 Connectivity

2.2.1 Members discussion of the application during the March Committee highlighted a number of concerns in relation to the necessity of the bridge for connectivity purposes, which included debate in relation to the planning history of the site and the importance of the bridge in the historic permissions. The Officer assessment within the original committee report, and subsequently advised during the meeting, is that the Pennine Way bridge is not necessary to mitigate the impacts of the development but would be a desirable element of highways infrastructure in order to improve the connectivity of the town.

2.2.2 The Pennine Way Link Road is secured as part of Condition 21 of the outline planning permission (S08/1231) as well as part of the Section 106 Agreement, which is linked to the outline permission. The National Planning Policy Framework (NPPF) identifies that planning conditions should be kept to a minimum and only imposed where they are:

- *Necessary*
- *Relevant to planning*
- *Relevant to the development permitted*
- *Enforceable*
- *Precise; and*
- *Reasonable in all other respects*

2.2.3 Paragraph 57 of the Framework also identifies that planning conditions and obligations should be used to make an otherwise unacceptable development, acceptable.

2.2.4 In the context of this legal framework, the key test of the current application is whether the bridge is necessary to mitigate the impacts that would arise from the residential development of Poplar Farm. i.e. would the development of Poplar Farm without the bridge have an unacceptable impact on highway safety, highway capacity, or provide residents of Poplar Farm with an unacceptable standard of connectivity to local services and facilities, particularly when considered against the wider benefits associated with the development.

2.2.5 The original committee report provided a detailed consideration of the highway safety and capacity impacts of the removal of the bridge, as well as Officer's assessment of the impact on the connectivity of Poplar Farm. This previous assessment is not repeated as part of this addendum.

2.2.6 To provide analysis of this issue, it should be noted that the Department for Transport (DfT) have produced a national Connectivity Tool, which is intended to assist in understanding the connectivity of places in England and Wales. The Connectivity Tool can be used to assess how any location in England and Wales is connected to everyday services by walking, driving, cycling and public transport. The travel connectivity metric, which informs the scoring system displayed within the connectivity tool, defines connectivity as someone's ability to get where they want to go. It measures the opportunity to travel to various destinations, weighted by a person's overall likelihood of using those options.

2.2.7 Figure 1 (below) shows the overall connectivity score for Poplar Farm. The site scores 50 out of 100 in terms of overall connectivity on a national scale. The score provided shows the overall connectivity of the site to everyday services by walking, cycling and public transport and excludes driving from this aspect of scoring. Whilst a score of 50 could be interpreted as indicating that Poplar Farm benefits from a moderate level of connectivity, this score should be viewed in the context of the connectivity of the remainder of Grantham and the wider District. When viewed in this context, it is noted that Poplar Farm (without the provision of the Pennine Way bridge) has the same level of connectivity as the other suburban areas of Grantham. Therefore, whilst Officer's would acknowledge that the Pennine Way bridge would provide a number of benefits, in terms of enhancing the permeability of Grantham town by providing an alternative route for traffic to move north-south without passing through the town centre, it is not necessary to provide a suitable level of connectivity for residents of Poplar Farm. As a result, it is considered that the bridge is not necessary to make the

Poplar Farm development acceptable in planning terms, and as such, would not meet the legal tests for an obligation or planning condition.

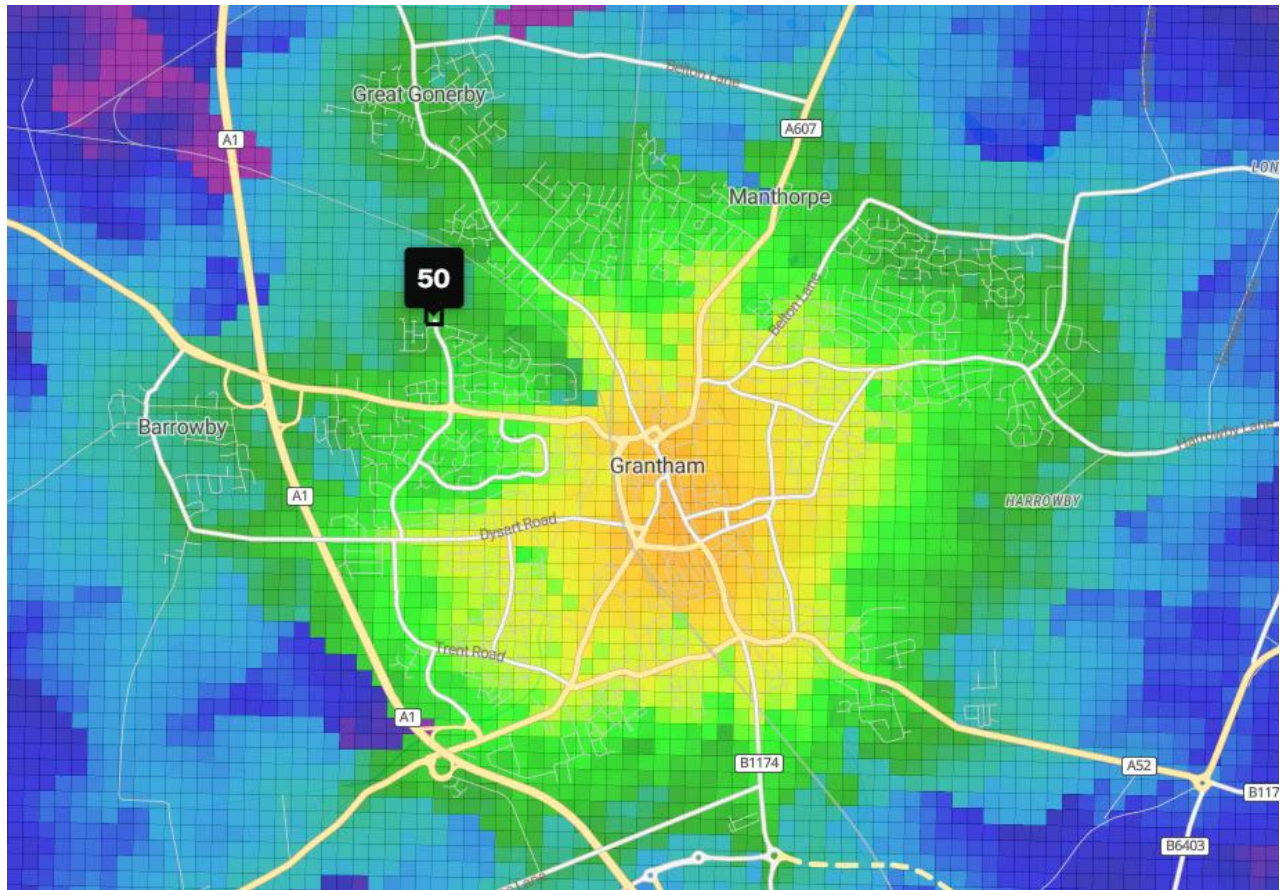


Figure 1 - Overall Connectivity Score

2.3 Negotiations with Network Rail

- 2.3.1 The Applicant has submitted a Statutory Declaration (Dated 1 May 2026), which sets out details of the notification provided to the Council of the commencement of negotiations with Network Rail, together with a summary of the negotiations undertaken with Network Rail. The statement and supplementary information sets out the negotiations that were undertaken with Network Rail in relation to the payment required to obtain the rights to undertake the works; as well as providing supplementary evidence of the application for a Basic Assessment Protection Agreement, which would have been required to ensure the safe operation of the railway during the works.
- 2.3.2 The submitted information indicates that there was direct engagement between Network Rail and the landowner in relation to the commercial terms required to deliver the bridge; these negotiations are stated to have commenced as early as August 2011. However, these negotiations were unsuccessful due to the significant disparity between the two parties regarding a reasonable commercial agreement.
- 2.3.3 It is acknowledged that the information provided does not provide evidence that the landowners provided written updates to the two Councils periodically every three months, as required under the terms of the current Section 106 Agreement.
- 2.3.4 Notwithstanding this, it is Officer's assessment that this does not change the position in respect of whether the bridge is necessary to make the development acceptable, particularly when considered against the benefits associated with development of the site.

2.4 **Viability Update**

2.4.1 As requested by Committee during the deferral of the application in March, further viability modelling has been undertaken to include an up-to-date cost of building the bridge together with the payment to Network Rail for the right to construct the bridge. The modelling has included a cashflow analysis to assess whether the bridge and the associated payment is viable at any point during the development. In addition, the viability modelling has considered a number of alternative development scenarios to assess all potential options for delivering the bridge. A copy of the independent viability report can be found at **Appendix 1** and has been published on the Council's website portal for this application.

2.4.2 The Applicant has provided a copy of the technical note and bridge designs prepared as part of the original planning permission for the site, which were used to provide an estimated cost for the bridge that was inputted into the viability appraisal completed as part of the outline permission. The viability consultant has obtained an updated cost, using the same costing methodology as the original appraisal, accounting for the inflation in build costs since 2011. This results in an updated bridge cost, including the associated detailed technical design and supervision costs, of £20.4 million.

2.4.3 The viability appraisal has also been updated to include the Network Rail payment/ransom, which has been set at 33% in line with the precedent established in Stokes v Cambridge. It should be noted that this is a best-case scenario for this payment and does not reflect the commercial terms that Network Rail have sought to negotiate during the engagement with the landowner, which has sought a 50% payment of the development value.

2.4.4 The cost of constructing the bridge together with the payment to Network Rail have been inputted into the viability appraisal undertaken in advance of the March Committee meeting. The result of this appraisal shows a viability deficit of £27.9 million pounds. The cashflow analysis undertaken for this scenario also concludes that the development remains in deficit throughout its lifetime, and therefore, the bridge cannot be viably delivered at any point within the development. Therefore, it can be concluded the bridge cannot be viably delivered together with the currently permitted quantum of affordable housing and Section 106 obligation.

2.4.5 Removal of the bridge cost and ransom payment from the appraisal (presented as Scenario 1) results in a viability surplus of £385,437 above the target profit level. This demonstrates that the remaining aspects of Poplar Farm are deliverable in full without the bridge being provided.

2.4.6 A number of alternative scenarios have also been assessed, which include the cost of the bridge with a reduction/ removal of the Section 106 requirements or affordable housing costs from the appraisal, in order to understand whether the bridge can be viably delivered in any situation. These scenarios are as follows:

2.4.7 Scenario 2

- Bridge delivered with full affordable housing quantum, but no Section 106 contributions and no sports pitches.
- Viability deficit of £10.04 million.
- This option is not viable.

2.4.1 Scenario 3

- Bridge delivered with affordable housing reduced to 14.75%, but no Section 106 contributions and no sports pitches.
- Viability surplus of £105,194
- This option is viable.

2.4.2 Scenario 4

- Bridge delivered with affordable housing reduced to 8%, but Section 106 contributions reduced from £12.2 million to £4 million plus sports pitches.
- Viability surplus of £148,628
- This option is viable.

2.4.3 Consequently, the viability scenario testing indicates that the bridge could be viably delivered (based on the modelled assumptions). However, in order to do so, the development would need to have a reduced affordable housing contribution and a substantial reduction in the overall Section 106 contributions.

2.4.4 Whilst scenario 3 and scenario 4 are viable, it is Officer's assessment that these scenarios are unacceptable for a number of reasons.

2.4.5 In the case of scenario 3, this option would require a full reduction in the Section 106 contributions and the removal of the sports pitches from the development. This scenario would make the development unacceptable in planning terms because the development would fail to provide the infrastructure required to support the occupants of the development. For example, this scenario would result in the removal of the financial contributions towards the health centre delivery, the removal of the sports pitches and community hall as well as the removal of the financial contributions intended to support the establishment of a local bus service. It should also be noted that this scenario would result in Lincolnshire County Council (as Local Education Authority) failing to receive £7.06 million in contributions towards the delivery of the Poplar Farm Primary School, which they have forward funded. In addition, South Kesteven District Council would fail to receive £3.09 million in contributions towards the long-term maintenance of the public open space, which is being adopted. As such, the development would fail to provide sufficient infrastructure to support the requirements arising from the development, contrary to Policy ID1 of the adopted Local Plan.

2.4.6 This scenario would also result in a reduction of the affordable housing provision on site, which would mean that the development would not achieve the 20% affordable housing requirement established by Policy H2 of the adopted Local Plan.

2.4.7 In respect of scenario 4, this option would also require a reduction in the affordable housing provision on site, which would be below the 20% affordable housing requirement of Policy H2 of the adopted Local Plan.

2.4.8 Similarly, whilst the development would still provide some of the Section 106 financial contributions and sports pitches, this would be reduced to approximately 33% of the currently proposed Section 106 package. Whilst this would still include some financial contributions towards the provision of infrastructure, the overall package would be reduced and therefore, would mean that there are insufficient funds to provide the infrastructure improvements required to meet the capacity needs of the development. As such, the

development would fail to provide sufficient infrastructure to support the requirements arising from the development, contrary to Policy ID1 of the adopted Local Plan.

2.4.9 To summarise, whilst the bridge could be viably delivered by the development, it would require a substantial reduction in affordable housing and other Section 106 financial contributions from the development, such that they would fall below policy requirements. It is Officer’s assessment that the harm arising from these options would significantly and demonstrably outweigh the benefits resulting from the delivery of the bridge. As such, it is Officer’s assessment that scenario 3 and 4 would unacceptable in planning terms.

2.5 **Section 106 Contributions**

2.5.1 As detailed above, it is Officer’s assessment that the bridge is not necessary to mitigate the impacts of the development in respect of highway safety, capacity or public connectivity. As such, it is Officer’s assessment that the obligation to deliver the bridge, and by association the condition which secures it on the outline permission, should be removed. Scenario 1 detailed in the updated viability appraisal demonstrates that the development can viably be delivered in full, with the removal of the bridge obligation.

2.5.2 In such circumstances, a new Section 106 Agreement is required to secure the updated Section 106 package, which includes the index linked contributions, the obligation for the Developer/Owner to build the community hall in conjunction with the sports pitches and the £2,350,422 additional financial contribution, that is available as a result of the Pennine Way bridge from the original Section 106 package, which is to be directed towards enhancing or providing additional infrastructure on Poplar Farm in the first instance. These terms remain the same as per the additional items paper published in advance of the March Committee.

2.5.3 However, since the previous consideration of the item at Committee, NHS Lincolnshire Integrated Care Board (LICB) have submitted a representation to the application, which confirms that the LICB do not wish to utilise the allocated health care land at Poplar Farm to deliver a health centre. As such, they have requested that the financial contributions secured towards the delivery of the health centre are redirected to allow for funding to develop capacity at the existing health facilities within Grantham. Therefore, the Heads of Terms for the updated Section 106 Agreement are recommended to be amended to increase the scope of the use of the health contributions to allow for it to be used on existing facilities within the area, providing that the use would mitigate the impacts from Poplar Farm, rather than the current requirement for the funding to be used for an on-site facility only.

2.5.4 This revision would not preclude a health centre being delivered within the Poplar Farm Local Centre in the future as part of a subsequent reserved matters application or a new full application; albeit this would be unlikely to occur in light of the comments provided by NHS Lincolnshire.

2.5.5 The recommended Heads of Terms for the Section 106 Agreement are therefore, as follows:

Obligation	Existing Section 106 Agreement	Revised Section 106 Agreement
Affordable Housing	<p><u>23.3% of overall development</u></p> <ul style="list-style-type: none"> • 54 units by 246 occupations • 114 units by 786 occupations 	<p><u>23.3% of overall development</u></p> <ul style="list-style-type: none"> • Phasing and distribution to be subject to an Affordable Housing Plan prior to re-commencement

	<ul style="list-style-type: none"> • 402 units by 1398 occupations 	
Sports Pitches	<p>2.32 hectares with changing facilities</p> <ul style="list-style-type: none"> • Delivery by 901st occupation • Transfer to SKDC for adoption for £0 	<p>2.32 hectares with changing facilities</p> <ul style="list-style-type: none"> • Delivery by 1200 occupations • Transfer to SKDC for adoption for £0
Community Hall Site	<p>Deliver serviced site for 405 sq. metres floor area</p> <ul style="list-style-type: none"> • Land reserved for 5 years after final instalment paid • Transfer freehold for £0 	<p>Owner/Developer to deliver Community Hall in conjunction with sports pitches</p> <ul style="list-style-type: none"> • Financial contributions for community hall to be deducted from payments • Costs accounted for in viability = £1,227,909 • Community Hall to be offered for adoption by SKDC / Town Council; or transferred to Management Company.
Health Care	<p>Reserve a serviced site for 800 sq. metres floor area until 1500 units.</p>	<p>Financial contributions towards to be spent to increase health care capacity within existing facilities in the K2 Healthcare Grantham & Rural Primary Care Network, Swingbridge Surgery, St. Peter's Hill Surgery <u>or</u> a new health centre serving the development</p>
Green Space, Public Open Space and Play Areas	<p>SKDC to adopt all public open space and paid commuted sum for maintenance.</p> <p>LEAPs, LAPs and NEAPs to be delivered in accordance with triggers</p>	<p>SKDC to adopt existing public open space on re-commencement of development.</p> <p>Sports pitches to be adopted by SKDC following delivery</p> <p>All other public open space to be retained and managed by Management Company.</p>
Education Land	Completed	
Allotments	Completed	
Footpaths/Cycleways	Completed	

Pennine Way Link Fund	£8,200 per unit payable on units 450-750			
Bridge Construction	By 750 occupations			
Financial Contributions	Education	£ 4,816,000	Education	£ 5,655,879
	Health Care	£ 858,000	Health Care	£ 1,128,001
	Community Hall	£ 538,000	Community Hall	£ 0
	Transport	£ 195,000	Transport	£ 256,409
	POS Maint.	£ 1,884,000	POS Maint.	£ 2,476,911
	CCTV + PA	£ 106,000	CCTV + PA	£ 139,328
	Admin	£ 30,000	Admin	£ 39,268
		£ 8,427,000	Additional contribution	£2,350,422
				£12,046,218
		<p>Tariff-based payment system</p> <ul style="list-style-type: none"> • £1,545 per unit for 0-600 units • £5,000 per unit for 601-1200 units • £7,500 per unit for 1201-1800 units. <p>All contributions subject to indexation at RPI based on June 2011 date.</p>		<p>Tranche-based payment structure</p> <ul style="list-style-type: none"> • £46,218 payable on re-commencement • £1,500,000 payable on completion of 100 additional units • £1,500,000 payable on completion of 200 additional units • £1,500,000 payable on completion of 300 additional units • £1,500,000 payable on completion of 400 additional units • £1,500,000 payable on completion of 500 additional units • £1,500,000 payable on completion of 600 additional units • £1,500,000 payable on completion of 700 additional units • £1,500,000 payable on completion of 800 additional units <p>All contributions subject to indexation.</p>
Monitoring Fees	£30,000 subject to indexation		£30,000 subject to indexation	

2.5.6 It is Officer's assessment that the above Heads of Terms for the Section 106 Agreement would secure the necessary infrastructure to ensure that the impacts of the development are appropriately mitigated. Therefore, it is concluded that these obligations are compliant with the statutory tests of the CIL regulations, as well as local and national planning policy.

Therefore, subject to the completion of a Section 106 Agreement, the application would accord with Policy ID1, H2 and OS1 of the adopted Local Plan.

- 2.5.7 In the event that the Committee determines that the bridge is necessary to mitigate the impacts of the Poplar Farm development; a new Section 106 Agreement would be required to secure the reduction in the overall affordable housing contributions together with reduced Section 106 financial contributions. However, the officer assessment is that other viable options would be unacceptable in planning terms due to insufficient affordable housing provision and insufficient mitigation for infrastructure impacts.

3 Crime and Disorder

- 3.1 It is concluded that the proposals would not result in any significant crime and disorder implications.

4 Human Rights Implications

- 4.1 Article 6 (Rights to fair decision making) and Article 8 (Right to private family life and home) of the Human Rights Act have been taken into account in making this recommendation. It is concluded that no relevant Article of the Act will be breached in making this decision.

5 Planning Balance and Conclusions

- 5.1 Section 38(6) of the Planning and Compulsory Purchase Act 2004 requires that the Local Planning Authority makes decisions in accordance with the adopted Development Plan, unless material considerations indicate otherwise.
- 5.2 The current application proposes to remove Condition 21 (Pennine Way bridge) and vary Condition 36 (Off-site highways works) of planning permission S08/1231 to remove the obligation to deliver the Pennine Way bridge. Whilst the obligation to deliver the Pennine Way bridge is to be removed, the potential for the bridge to be delivered as part of the planning permission would still remain.
- 5.2.1 It is appreciated that, Members expressed concerns that the bridge was necessary for connectivity purposes, as part of the consideration of the application at the March Planning Committee. Officers' assessment within the original committee report and subsequently advised during the meeting, is that the Pennine Way bridge is not necessary to mitigate the impacts of the development but would be a desirable element of highways infrastructure in order to improve the connectivity of the town. As detailed above, the Department for Transport have published a national connectivity tool, and the information provided as part of that tool would support the assessment that the bridge is not necessary to provide an appropriate level of connectivity for residents of Poplar Farm. On that basis, it is Officer's assessment that the bridge is not necessary to make the Poplar Farm development acceptable in planning terms, and as such, would not meet the legal tests for an obligation or planning condition. As such, Condition 21, which secures the obligation to deliver the bridge, is recommended to be removed from the permission.
- 5.2.2 Notwithstanding this, in the event that Members conclude that the bridge is necessary to mitigate the impact of Poplar Farm in planning terms, such that the obligation to deliver the bridge should remain, it is necessary to assess whether the development can viably deliver the bridge.

5.2.3 As detailed above, an updated viability appraisal has been undertaken, and independently assessed by a specialist, which tests a number of alternative scenarios – with and without the bridge – to understand if the bridge can be viably delivered and in which circumstances. The results of the testing can be summarised as follows:

Base Appraisal

- Bridge to be delivered plus Network Rail payment
- Full Section 106 financial contributions
- Full affordable housing contribution
- Result - £27.9 million deficit – **Not viable**

Scenario 1

- No bridge to be delivered
- Full Section 106 financial contributions
- Full Affordable housing contribution
- Result - £385,437 surplus – **Viable**

Scenario 2

- Bridge to be delivered plus Network Rail payment
- No Section 106 financial contributions
- Full Affordable Housing
- Result - £10.04 million deficit – **Not viable**

Scenario 3

- Bridge to be delivered plus Network Rail payment
- No Section 106 financial contributions
- Affordable housing reduced to 14.75%
- Result - £105,194 surplus – **Viable**
- Officer assessment is that this option is unacceptable in planning terms due to insufficient affordable housing provision and insufficient mitigation for infrastructure impacts.

Scenario 4

- Bridge to be delivered plus Network Rail payment
- Section 106 financial contributions reduced to £4 million
- Affordable housing reduced to 8%
- Result - £148,628 surplus – **Viable**
- Officer assessment is that this option is unacceptable in planning terms due to insufficient affordable housing provision and insufficient mitigation for infrastructure

5.2.4 Taking the above into account, it is Officer's assessment that the Pennine Way bridge is not necessary to mitigate the impacts of the Poplar Farm development, such that Condition 21

does not meet the legal tests for conditions. Further, it is Officer's assessment the removal of the obligation to deliver the bridge is the only viable scenario which presents an acceptable development in planning terms insofar as it is the only scenario which can viably deliver the required affordable housing together with the necessary financial contributions towards necessary infrastructure through a Section 106 Agreement.

- 5.2.5 Furthermore, South Kesteven District Council are presently unable to demonstrate a 5-year housing land supply and, as a result, the tilted balance set out within Paragraph 11 of the National Planning Policy Framework applies.
- 5.2.6 As set out within the main report, the Council's latest 5 Year Housing Land Supply Statement (Published March 2025) recognises that only 77 dwellings are permitted to be delivered before the obligation to provide the Pennine Way Link Road is triggered, and therefore, a very limited number of dwellings are projected to be delivered within the next 5 years.
- 5.2.7 In this context, the proposed variation to remove the obligation to deliver the bridge would allow the delivery of the site to recommence, and it is understood that further housing completions could be expected to occur within the next 2 years. Therefore, removal of the obligation to deliver the bridge would lead to a boost in the Council's 5-year housing land supply. In the context of the current shortfall, this is a public benefit which Officer's would attribute significant weight.
- 5.2.8 However, in the event that Members consider the bridge to be necessary for connectivity purposes, significant weight would need to be given to the harm caused to the Council's 5-year housing land supply, in light of the fact that the existing evidence suggests that negotiations with Network Rail have to date been unsuccessful in negotiating reasonable commercial terms for the delivery of the bridge, such that housing delivery has stalled. This is likely to result in the removal of dwellings from the Council's 5-year housing land supply. This harm would be in addition to the harm caused by the policy conflict resulting from the reduction in affordable housing and Section 106 financial contributions.
- 5.2.9 Taking the above into account, it is the Case Officer's assessment that the proposed removal of Condition 21 and the variation to Condition 36 of outline planning permission S08/1231 would be in accordance with the adopted Development Plan, when taken as a whole, and the material considerations in this case would also weigh in favour of the grant of planning permission.

6 Recommendation

Recommendation – Part 1

- 6.1 To authorise the Assistant Director – Planning & Growth to GRANT planning permission, subject to the completion of a Section 106 Agreement securing the necessary financial contributions set out within the report above, and subject to the proposed schedule of conditions detailed below.

Recommendation – Part 2

- 6.2 Where the Section 106 Agreement has not been concluded prior to the Committee, a period not exceeding twelve weeks after the date of the Committee shall be set for the completion of the obligation.
- 6.3 In the event that the agreement has not been concluded within the twelve week period and where, in the opinion of the Assistant Director – Planning & Growth, there are no extenuating circumstances which would justify a further extension of time, the Assistant Director –

Planning & Growth is authorised to refer the application to the Secretary of State on the basis that the application comprises development for more than 150 dwellings and the Local Planning Authority is minded to refuse the application for the following reason(s)

- (1) The Applicant has failed to enter in a planning obligation to secure the necessary affordable housing, open space, healthcare, education and highways contributions required to mitigate the impact of the development on local infrastructure, as required by Policy ID1, H2, OS1 and ID2 of the adopted South Kesteven Local Plan 2011-2036.**

Schedule of Condition(s)

Time Limit for Commencement

- (1) An application for the approval of reserved matters must be made no later than 23rd June 2026 and the development must be commenced no later than 2 years following the final approval of reserved matters

Reason: In order that the development is commenced in a timely manner, as set out in Section 92 of the Town and Country Planning Act 1990 (as amended)

- (2) Details of the reserved matters set out below shall be submitted to the Local Planning Authority for approval.
- a. Access
 - b. Appearance
 - c. Layout
 - d. Landscaping
 - e. Scale

Approval of all reserved matters shall have been obtained from the Local Planning Authority in writing before development is commenced in respect of that reserved matters area.

Reason: To enable the Local Planning Authority to control the development in detail and in order that the development is commenced in a timely manner, as set out in Section 92 of the Town and Country Planning Act 1990 (as amended).

Before the Development is Commenced

Master Plan & Design Code

- (3) All reserved matters applications shall accord with the Master Plan, Design Code approved under application ref: S11/1667, unless otherwise agreed in writing by the Local Planning Authority.

Thereafter, all development shall be constructed in accordance with the approved details.

Reason: To ensure a comprehensive and co-ordinated approach to the development, and a coherent form of development.

Surface and Foul Water Drainage

- (4) As part of any reserved matters application relating to layout and landscaping, details of the surface and foul water treatment for that reserved matters area, shall be submitted to and approved in writing by the Local Planning Authority.

The submitted details shall be based on the approved Flood Risk Assessment and SuDS principles and best practice and shall demonstrate how that reserved matters area will connect to the approved strategic infrastructure. The rate of discharge from the site to the culvert under the railway line must not be greater than 340 litres per second under a 100 year storm event plus a 30% climate change factor.

Reason: To ensure that the development does not give rise to any unacceptable risk of surface and foul water flooding, as required by Policy EN5 of the adopted Local Plan.

Site Levels

- (5) As part of any reserved matters application relating to layout, details of the existing site levels and proposed floor levels, with reference to an off-site datum point, shall have been submitted to and approved in writing by the Local Planning Authority.

Thereafter, the development shall be carried out in accordance with the approved details.

Reason: To ensure that the development provides an appropriate form of development and accounts for the site's topographical context, as required by Policy DE1 of the adopted Local Plan.

Protected Species Surveys

- (6) As part of any reserved matters applications submitted pursuant to Condition 2, a report detailing the results of valid protected species surveys shall have been submitted to and approved in writing by the Local Planning Authority.

Thereafter, the development shall be carried out in accordance with the recommendations contained within the approved report.

Reason: To ensure that the proposed development adequately safeguards protected species, as required by Policy EN2 of the adopted Local Plan and the Wildlife and Countryside Act.

Adoptable Highways

- (7) Prior to the commencement of any phase, or part of any phase of the development, engineering drawings showing the full construction, drainage and street lighting details (including road and pavement surfacing) of the adoptable highway, shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure a satisfactory form of development and a co-ordinated approach to the overall development scheme.

Crime Prevention Measures

- (8) Prior to the commencement of any phase or part of any phase of development, written details of a package of crime prevention measures to be incorporated into the development shall have been submitted to and agreed in writing by the Local Planning Authority. These measures shall have been installed prior to occupation of the individual dwellings affected.

Reason: To reduce crime and the fear of crime and disorder as required by Policy DE1 of the adopted Local Plan.

Surface Water Management

- (9) Prior to commencement of any phase, or part of any phase of the development, written details of measures to ensure that overland water flows are intercepted and routed through the

balancing pond or other appropriate means of disposal shall be submitted to and agreed in writing by the Local Planning Authority, in consultation with the Environment Agency.

Thereafter, the development shall be carried out in accordance with the approved details.

Reason: To ensure that the proposed development does not give rise to any unacceptable risk of flooding on or off-site, as required by Policy EN5 of the adopted South Kesteven Local Plan.

Adoptable Highways

(10) Before any dwelling is commenced as part of any phase, all of that part of the estate road and associated footways that forms the junction with the main road and which will be constructed within the limits of the existing highway, shall be laid out and constructed to finished surface levels in accordance with details to be submitted to and approved by the Local Planning Authority.

Reason: To ensure safe and suitable access for all users.

During Building Works

Phasing Plan

(11) The phasing of the development shall be in accordance with that agreed under application reference S15/2153, unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure a comprehensive and co-ordinated approach to the development.

Infrastructure Phasing

(12) Before any development of the any phase, other than Phase 1, referred to in Condition 2 and 4 above is commenced, a programme for the delivery of all access roads, open space and drainage facilities serving that phase, shall be submitted to and approved in writing by the Local Planning Authority.

Thereafter, the development shall be carried out in accordance with the approved details

Reason: To ensure the timely delivery of infrastructure serving each phase of development, as required by Policy DE1 and ID1 of the adopted South Kesteven Local Plan.

Non-Residential Parking Requirements

(13) No development of any non-residential land or buildings shall commence before a scheme showing the vehicular access, parking and manoeuvring facilities relating to any such development has been submitted to and agreed in writing by the Local Planning Authority. Before any such development is brought into use, the vehicular access, parking, manoeuvring facilities approved pursuant to this condition shall have been provided and shall, thereafter, be permanently set aside and reserved for each purpose.

Reason: To ensure that there is sufficient parking to serve the non-residential development and prevent on-street parking. Therefore, ensuring a high quality design of development as required by Policy ID2 of the adopted Local Plan.

Strategic Landscaping Compliance

- (14) All strategic landscaping areas shall be carried out in accordance with the details approved under application ref: S11/1667, unless otherwise agreed in writing by the Local Planning Authority. This shall include the retention of any existing trees and hedgerows on the land in accordance with the approved details.

Reason: Landscaping makes an important contribution to the development and its integration into the character and appearance of the area, as required by Policy DE1 and EN1 of the adopted Local Plan.

LEAPs and POS Provision

- (15) Before the development hereby permitted is commenced on each phase, details of the design of any public open space and children's play areas to be provided on that phase shall be submitted to and approved in writing by the Local Planning Authority.

Thereafter, the public open space and children play areas shall be provided in accordance with the phasing approved under Condition 11 above, unless otherwise agreed in writing.

Reason: To ensure the timely delivery of infrastructure and to meet the open space needs of the development, as required by Policy OS1 of the adopted Local Plan.

Non-Residential Travel Plan

- (16) Within 6 months of commencement of any non-residential development, a Travel Plan, to accord with the approved travel plan framework shall be submitted to and approved in writing by the Local Planning Authority. All plans shall include details to ensure the frequency of public transport serving the site meets the requirements of users. Thereafter, an annual survey shall be submitted by each occupier of the non-residential development, to the Local Planning Authority to assess the effectiveness of the measures contained within the Travel Plan.

Reason: In order that the permitted development conforms to the requirements of National Planning Policy Framework, by ensuring that access to the site is sustainable and that there is reduced dependency on the private car for journeys to and from the development.

Before the Development is Occupied

Footpath Implementation

- (17) Before each dwelling (or other development as specified) is occupied, the roads and / or footways providing access to that dwelling, for the whole of its frontage, from an existing public highway shall be constructed to a specification to enable them to be adopted as highways maintainable at the public expense, less the carriageway and footway surface courses.

The carriageway and footway surfaces shall be completed within three months from the date upon which the erection is commenced of the penultimate dwelling (or other development as specified)

Reason: To ensure safe and suitable access for all users.

Ongoing Conditions

Foul Drainage Disposal

- (18) All buildings are to be connected to the scheme for disposal of foul water approved under S16/1350, unless otherwise agreed in writing by the Local Planning Authority.

Reason: In order to ensure the permitted development does not give rise to any unacceptable risk of foul water pollution, as required by Policy EN4 and EN5 of the adopted South Kesteven Local Plan.

Off-Site Highways Improvements

- (19) Prior to first use of the Pennine Way bridge link (where delivered pursuant to the approved Masterplan), improvements at Gonerby Hill / Pennine Way junction to improve the junction by means of providing a traffic light controlled junction and widening of Pennine Way to enable a left turn filter lane, a pedestrian / cycle crossing on Barrowby Road at the Asda Roundabout together with upgrading of existing footways to provide footway / cycleways on Pennine Way (both north and south sections) and Barrowby Road together with all ancillary works in accordance with details that shall first be submitted to and approved in writing by the Local Planning Authority.

Reason: In the interests of highways safety and capacity.

A1/A52 Junction Improvements

- (20) Unless otherwise agreed in writing, no more than 750 dwellings within the development shall be occupied, until either the scheme shown on drawing 103790 PEF ZZ XX DR Y SK002 (Linden/Jelson Eastern junction 'top up' scheme), the scheme shown on drawing 103790 PEF ZZ XX DR Y SK001 (GDOV Eastern junction 'top up' scheme as required under condition 28 of planning permission S17/1262), the scheme shown on Proposed General Arrangement Plan (Ref: SK 18/SB JCN/Rev P1) or any other alternative scheme providing the same mitigation that may be submitted to and approved in writing by the LPA has been completed.

Reason: To ensure that there is adequate highways capacity to serve the development.

Grantham Southern Relief Road

- (21) No more than 1000 dwellings within the development shall be occupied, until the Grantham Southern Relief Road has been completed and is operational.

Reason: To ensure that there is adequate highways capacity to serve the development.

Pedestrian Connections

- (22) No more than 750 dwellings within the development shall be occupied until the existing vehicular and pedestrian routes on Hemsley Road and Pembroke Avenue have been constructed up to the site boundary with the adjacent Rectory Farm development.

Thereafter, a further additional and pedestrian connection is to be provided in the north-west corner of the site, in accordance with details which shall be submitted and approved as part of the reserved matters applications, pursuant to condition 2.

Reason: To ensure a comprehensive form of development for the North-West Quadrant Sustainable Urban Extension.