

Epping Forest Local Plan Submission Version

Statement of Common Ground

South Epping Masterplan Area – Policy P 1

April 2019

Between:

- 1) Epping Forest District Council (EFDC) – the Local Planning Authority**
 - 1) The Fairfield Partnership as promotor on behalf of Richard James Hunt and Brenda Jane Hunt – Landowner of site allocation EPP.R2**
 - 2) Barwood Land as promotor on behalf of John Padfield – Landowner of part of site allocation EPP.R1**
 - 3) Jenna Properties – Landowner of part of site allocation EPP.R1**
 - 4) Martin Backes – Landowner of part of site allocation EPP.R1**
 - 5) Michael Annetts and Janice Annetts – Landowner of part of site allocation EPP.R1**
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1. Introduction

1.1 This statement of Common Ground (SoCG) has been prepared by the above parties to assist the Epping Forest District Council (EFDC) Local Plan (LP) Independent Examination (IE) by setting out the areas of agreement in respect of the delivery of the South Epping Masterplan Area (SEMPA) which is identified for allocation as part of the EFDC Local Plan Submission Version (2011-2033). Hereafter referred to as LPSV.

1.2 The parties land interests are as follows:

EPP.R1 – Land South of Epping, West – Approximately 450 homes
EPP.R2 – Land South of Epping, East – Approximately 500 homes

1.3 EPP.R1 is split into four separate land owners as follows:

Barwood Land on behalf of John Padfield – 87.57% of the land
Jenna Properties – 4.65% of the land
Martin Backes – 2.2% of the land
Michael Annetts and Janice Annetts – 5.53% of the land

1.4 It will be noted that all parties to this SoCG control the entire SEMPA proposed for allocation in policy P1. It is also agreed that the obligations within the SoCG are transferable with the landownership.

1.5 The agreed matters in this SoCG do not preclude any further written or verbal representations that EFDC or the landowners may wish to make as part of the Local Plan Examination.

2 Background

2.1 EFDC has prepared a Local Plan which will cover the period 2011 to 2033 and this has now been submitted to the Planning Inspectorate for Independent Examination (IE). Hearing sessions for the IE have been scheduled for February, March and May 2019.

2.2 The Local Plan allocates a minimum of 11,400 homes across the Local Planning Authority Area. Approximately 950 homes are proposed across the SEMPA. Policies related to housing delivery include Policy SP 2 'Spatial Development Strategy 2011-2033' and Policy SP 3 'Place Shaping'.

2.3 LPSV Policy SP 2 'Spatial Development Strategy' recognises the importance of delivering housing to meet EDFCs requirement to 2033 with Policy SP 3 'Place Shaping' providing place shaping principles for the Strategic Masterplan and development proposals, including the need for a strong vision and the long-term stewardship of assets.

2.4 Policy P 1 of the LPSV provide the basis for the development and delivery of the Site and sets out the key design, land-use and infrastructure and Strategic Masterplan requirements for the future development of the allocation accordingly.

2.5 The LPSV policies are supplemented by the Infrastructure Delivery Plan – Part A and Part B Reports (DOC ID: EB1101A and EB1101B), which provides details of the expected infrastructure requirements for SEMPA. Details of the projected phasing for the delivery of development is set out within the Housing Implementation Strategy update 2019 (DOC ID: EB410A)

3 Policy requirements

3.1 Policy P 1 'Epping' sets out the sites for allocation in Epping, infrastructure

requirements and the requirements relating to the South of Epping Masterplan Area (SEMPA).

3.2 Under Policy P 1, the SEMPA should make provision for:

- A minimum of 950 homes;
- a new neighbourhood centre to include community facilities, employment and retail use;
- a new primary school and early years childcare provision (which could be accommodated through the relocation of Ivy Chimneys Primary School);
- appropriate provision of health facilities, exploring the potential for a new health hub to include an integrated GP surgery, pharmacy and any other necessary health services;
- new road access and internal road layout to support a bus corridor;
- a new vehicular, pedestrian and cycling bridge over the railway line;
- car clubs/car sharing or pooling arrangements, visitor parking and blue badge holders;
- Conserving or enhancing the setting of the Grade II listed Gardners Farm and Grade II listed Farm Buildings;
- minimising the impact upon the BAP Priority Habitat within the site and nearby Local Wildlife Site;
- incorporation of an appropriate buffer to protect the amenity of future residents with regards to noise and air quality from the M25 and an appropriate buffer from the High Voltage Transmission Cables and land impacted by the BPA Oil Pipeline constraints;
- the continued protection of those trees benefitting from a Tree Preservation Order;
- the strengthening and/or creation of new Green Belt boundaries to the east and west of the site;
- the integration, retention and improvements to the existing watercourse and Public Rights of Way, including the retention of the existing pedestrian footbridge over the M25, and enhanced linkages to Epping station;
- adequate levels of high quality public open space, including the replacement of Brook Road Informal Recreation Ground; and
- contribute towards air quality monitoring within the Epping Forest.

3.3 The parties fully support the allocation of the site in the LPSV.

4 Representations from landowners and site promoters

- 4.1 During the regulation 19 publication from December 2017 to January 2018, representations were received from the five site promoters/landowners making up the allocations within the SEMPA area.
- 4.2 These representations all outline strong support for the principle of allocating the land at South Epping for residential-led development. All parties support the overall vision for the District set out in the Plan, and the spatial strategy set out in policy SP 2 which provides for the release of land from the Green Belt at South Epping to facilitate development.
- 4.3 Some of the representations object to elements of the plan, or specific policy requirements, and some make suggested modifications to the plan. The parties agree that these objections or suggested modifications do not impact or affect the deliverability of the site.

5 Latest Position

- 5.1 The parties have been engaged in ongoing dialogue in relation to the delivery of the SEMPA. The parties are currently in discussions to enter into a Planning Performance Agreement (PPA). The PPA promotes efficient and effective joint working, front loads the planning process and assists in focusing the issues that will need to be addressed as part of the Strategic Masterplanning process and prior to the submission of planning application(s).
- 5.2 The PPA will set key milestones in the project to ensure a coordinated and managed approach to delivering the development allocated as part of the LPSV. The timings set out in the PPA will be in accordance with the housing trajectory as noted in the Housing Implementation Strategy Update (2019).
- 5.3 To this end all parties have been working collaboratively and constructively together to progress the production of a Strategic Masterplan for the site, in accordance with SP 2 and SP 3 of the LPSV.
- 5.4 All parties agree that a co-ordinated and coherent approach will be taken to the production of a single high level Strategic Masterplan for the entire site. The parties also agree not to impede each other to the extent that it impacts upon the timely delivery of infrastructure or Masterplan objectives. Applications for planning permission in the SEMPA may be prepared and submitted ahead of formal endorsement by the Council of the Strategic Masterplan, but will only be determined once the Masterplan has been endorsed.
- 5.5 Constructive discussions continue between landowners, site promoters, and their professional advisers, in order to ensure a co-ordinated and coherent approach to the production of a single high-level Strategic Masterplan.

6 Areas of Common Ground

- 6.1 The following issues contained within this SoCG are agreed between all parties.

7 General

7.1 The parties support the allocation of the SEMPA.

7.2 The parties agree with the overall vision that the LPSV sets out for Epping Forest District and specifically for Epping.

7.3 The parties agree that the site is deliverable and developable, in accordance with paragraph 47 of the National Planning Policy Framework (2012) under which the LPSV was submitted.

8 Housing

8.1 The parties agree that the entire site is capable of delivering at least 950 new homes, in accordance with Housing policy (SP 2) of the LPSV at a rate consistent with the trajectory noted in the Housing Implementation Strategy Update (2019). The parties recognise that development will take place over a number of years, and that the phasing of development in terms of land uses, development plots and infrastructure delivery will be considered as part of the Strategic Masterplan to ensure:

- development comes forward in the most appropriate locations;
- contributes to the creation of attractive and successful places at all stages of the development; and
- is supported by the necessary infrastructure at the right time.

9 Local Centre

9.1 All parties agree that the masterplan will make provision for a new neighbourhood centre to include community facilities, employment and retail uses to provide for the needs of the new community at South Epping.

10 Infrastructure

10.1 All parties acknowledge that the Epping Forest Infrastructure Delivery Plan Part A and Part B 2017 (DOC ID: EB1101A and EB1101B) provide details of the infrastructure contributions and delivery arrangements to be considered for the site.

10.2 Following publication of the LPSV, the IDP has been supplemented by the IDP Topic Paper (EB1101C) which provides further detail in relation to the delivery and funding of these infrastructure items and three addenda to this Topic Paper are being prepared to provide further site-specific details on delivery and funding apportionment for new educational facilities, highways mitigation measures and sports infrastructure. Further detail on infrastructure contributions and delivery arrangements will be confirmed as part of the Strategic Masterplan process, informed by the IDP and ongoing discussions with Local Authorities and infrastructure providers.

11 Masterplan process

- 11.1 The parties agree that the Council will seek to formally endorse the final version of the Masterplan. Applications for planning permission in the SEMPA may be prepared and submitted ahead of formal endorsement by the Council of the Strategic Masterplan, but will only be determined once the Masterplan has been endorsed.
- 11.2 The parties agree that the masterplan process and planning applications surrounding the site will undertake meaningful consultation with the community and other stakeholders.
- 11.3 The parties agree that the masterplan will comprehensively cover the entirety of the site. The masterplan will provide a robust and coordinated framework for delivery of development to be able to consider and determine future planning applications having regard to Policy SP 3 of the LPSV.
- 11.4 The parties agree that the Masterplan and subsequent applications will be informed by a Quality Review Panel at appropriate stages throughout the process.

12 Viability

- 12.1 The Infrastructure Delivery Plan (IDP) and Viability Study have been informed by an ongoing process of engagement with stakeholders, including infrastructure providers and developers.
- 12.2 The purpose of the IDP is to:
- identify the infrastructure required to support housing and employment growth across the District, when it needs to be delivered and how much it is expected to cost;
 - identify which sites will be expected to deliver or contribute to infrastructure; and
 - apportion estimated infrastructure costs to specific sites.
- 12.3 The Council considers that the infrastructure required to support the delivery of the Strategic Masterplan site is identified in the IDP, the topic paper and the topic paper addenda. All parties agree that the developers, subject to viability, will be required to contribute proportionately towards the delivery of this infrastructure, including to the requirement for affordable housing.
- 12.4 All parties support the above approach and are working constructively to progress the work in a timely and robust manner and consider that subject to the detailed viability appraisal, the site is viable and deliverable.

13 Green Belt

- 13.1 The parties agree that there are exceptional circumstances for the Green Belt boundary to be altered, and that the Council deem this to be evidenced and justified.

13.2 The parties agree that the southern, eastern and western boundaries of the SEMPA will form appropriate Green Belt boundaries that accord with the requirements of paragraph 85 of the 2012 NPPF.

14 Flood Risk and Drainage

14.1 All parties agree that the proposed development will make provision for drainage, via a mains sewer system and surface water via a sustainable drainage system (SUDS). It is agreed that an objective of a SUDS scheme is to not increase the risks beyond that of the existing greenfield run-off.

15 Air quality and noise pollution

15.1 The parties acknowledge the potential for air quality and noise impacts on development at South Epping arising from its proximity to the M25. In respect of air quality, all parties consider that potential impacts could be mitigated and air quality would not pose an insurmountable constraint to development at this location. The parties agree that air quality and noise impact assessments will be prepared as part of the masterplanning work, Environmental Impact Assessment, if required, and subsequent planning applications to ensure that any likely effects arising from air and noise pollution issues are addressed including the incorporation of mitigation measures where necessary.

16 Deliverability

16.1 All parties consider the SEMPA site deliverable with respect to restrictive covenants. All parties are supportive of the allocations and are committed to working collaboratively to bring forward sustainable development in a coordinated manner.

16.2 An enquiry through the Land Registry in September 2017 confirmed that a small part of the site at the western end of EPP.R1 is subject to a restrictive covenant limiting the use of the site to one dwelling house and domestic ancillary outbuildings. The parties agree that the covenant will be released by the covenantee as they also have land interests within the EPP.R1 site allocation. The Council and the parties therefore do not consider that this represents a significant risk to the deliverability of the South Epping development.

17 Ecology

17.1 All parties recognise the importance of the BAP Priority Habitat located within the site and are committed to minimising the potential adverse impact on its integrity. The parties also recognise the importance of the nearby Local Wildlife Site and are committed to minimising the potential adverse impacts to its integrity.

17.2 In relation to Epping Forest Special Area of Conservation (SAC), the site is located within 3km from the SAC. The Epping Forest SAC is identified primarily for its habitat value in respect of beech trees and wet and dry heaths. As a

'European Site' it is afforded protection in that detailed assessments (Habitats Regulation Assessments) are required of any development plans and proposals likely to give rise to a likely significant effect on the integrity of the site. The current Zone of Influence extends to 6.2km from its boundary, however this is subject to periodic review. The Council has developed, in conjunction with the City of London Corporation (Conservators of Epping Forest), Natural England and other partners, a Strategic Access Management and Monitoring Strategy.

17.3 The Council's Habitats Regulation Assessment ((HRA), DOC ID: EB209)) identifies that the development of the site is likely to cause a significant impact on the SAC if not appropriately mitigated. However, all parties agree that the Site has the potential to deliver a comprehensive mitigation package comprised of on-site open space, connections to existing rights of way to provide a network of local recreational opportunities, and financial contributions to access management and monitoring of visitors to the Epping Forest SAC.

18 Transport and accessibility

18.1 The parties consider that the SEMPA is a highly sustainable location for significant expansion close to Epping London Underground station and the town centre. The site also benefits from a number of Public Rights of Way, and is within walking distance to existing facilities including a primary school and open space.

18.2 The parties consider that safe access can be provided for the site, acknowledging that some of the land required to provide access onto Ivy Chimneys Road is in the ownership of a third party and the parties do not consider this to be a constraint to development.

18.3 The parties are committed to making provision for the creation of a new vehicular, cycling and pedestrian bridge over the Central Line to ensure connectivity between the western and eastern parts of the SEMPA. The need for and detail of any bridge will be determined during the masterplanning process. This will include, for example, whether with improvements, the existing footbridge across the railway can provide the required connectivity in terms of walking and cycling.

18.4 All parties are committed to the improvement of existing connections from the SEMPA to the existing network, and importantly Epping Underground Station.

18.5 All parties also agree that a legal agreement will be required at the application stage to secure necessary off-site highway, transport and accessibility improvements, informed by the IDP.

18.6 In order to ensure that private car use is minimised as a result of development and that appropriate mitigation measures are provided, the Council has agreed

the following proposed amendments to the policy through a Draft Statement of Common Ground with Essex County Council (EB1508A).

18.7 The parties agree to the proposed new part D, amendments to part E and inclusion of a new Part N to the policy:

19 Sustainable Transport Choices

19.1 D. In accordance with Policy T 1, all development proposals must demonstrate opportunities to access jobs, services, education and leisure opportunities by means other than the car, both within Epping and to the Harlow and Gilston Garden Town will be provided and promoted. This will include the need to make provision for, improve and promote use of links to/enhance existing, cycling and walking networks and access to passenger transport services.

20 Infrastructure Requirements

20.1 D.E. Infrastructure requirements must be delivered at a rate and scale to meet the needs that arise from the proposed development, in accordance with the Infrastructure Delivery Plan. Specifically, development proposals in Epping will be expected to contribute proportionately towards the following infrastructure items:

- (i) New primary school;
- (ii) Appropriate provision of health facilities;
- (iii) The provision of walking and cycling facilities, providing linkages both within the site and to external attractors;
- (iv) Enhancements to public transport provision or other initiatives which reduce the need to travel by car;
- (iii)(v) Highways and junction upgrades;
- (iv)(vi) Upgrades to Lindsey Street electricity substation;
- (v)(vii) Necessary upgrades to existing waste water infrastructure; and
- (vi)(vii) Appropriate provision of green infrastructure and open space throughout the settlement.

N. The Strategic Masterplan for South Epping must incorporate measures to promote and encourage the use of sustainable methods of transportation and provide viable alternatives to single occupancy private car use. Such measures are to be planned in consultation with Essex County Council (and relevant passenger transport providers) through the production of the Strategic Masterplan. The proposed measures need to be underpinned by feasibility

evidence that comprehensively demonstrates the delivery of modal shift away from single occupancy private car use by way of sustainable travel measures.

21 Education

- 21.1 All parties recognise that the SEMPA will make provision for a new primary school on the site and early years childcare provision including land provision of 2.1 hectares. The location, design parameters and delivery arrangements for the new primary school will be set out within the strategic Masterplan for the site, informed by the IDP, Topic Paper and the addendum on education requirements. It is anticipated that both the cost of the land and the building of the school will be funded by contributions from the SEMPA, and other development sites within the catchment area of the new school. This is subject to the future use of the existing Ivy Chimneys Primary School being confirmed and informing the process.
- 21.2 The Council has agreed through a Statement of Common Ground with Essex County Council (ED10A representation ref. 45) to clarify the land requirements for education within the policy P 1 Part K. The parties agree with the amended text in Policy P1 Part K (iii) to refer to the need to make provision for a new primary school and early years childcare provision (including land provision of a minimum of 2.1 hectares), and that reference to the relocation of Ivy Chimneys Primary School is removed from the policy.
- 21.3 Nevertheless, the parties agree to explore opportunities for the potential relocation of Ivy Chimneys Primary School, should that prove to be a viable and deliverable option. This will be undertaken through the masterplan process and through further engagement with ECC and the school.

22 Landscape and open space

- 22.1 The parties agree that the site will require provision of a development within a landscape framework in order to mitigate visual impact on the surrounding landscape. The details of this will be agreed as part of the Masterplan process.

23 Heritage

- 23.1 The parties agree that the development will be designed to conserve or enhance the setting of all designated and non designated heritage assets on the site and the surrounding area including the Grade II Listed Gardeners Farm and Grade II Listed Farm Buildings.

24 Inspectors Matters Issues and Questions (MIQs)

- 24.1 The parties agree that the SEMPA is within a highly sustainable location in relation to the main town centre.

24.2 The parties agree that the Masterplan will be designed to include an appropriate buffer and other measures, if required, to minimise the impact of the M25 on future residents within the SEMPA.

25 Milestones

25.1 The parties envisage the following key provisional milestones:

- May 2019 – Agree content of PPA and project plan
- May-July 2019 – preparation of draft strategic Masterplan in accordance with agreed programme
- July – September 2019 – Submission of Strategic Masterplan to EFDC for endorsement.

26 Phasing and Delivery

26.1 Subject to the timely progress of the Masterplan. The parties agree that the allocation is capable of being delivered in line with the Council's Housing Trajectory as noted in the Housing Implementation Strategy Update (2019) as follows:

2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
0	0	95	95	95	95	95	95	95	95	95	95	0

27 Conclusion

27.1 The parties agree that the SEMPA is available and deliverable within the plan period and would make a significant contribution to the need for housing, including affordable within the District. There are no overriding issues or insurmountable constraints which would prevent this site coming forward in accordance with the policies of the LPSV.

27.2 The parties are committed to working closely together to ensure the delivery of the site in accordance with the housing trajectory.

Signed

On behalf of Epping Forest District Council

Name: 

Date: 25/4/14
(Handwritten date: 25/4/14)



On behalf of The Fairfield Partnership:

Name: 

Date: 24 - 4 - 2019

On behalf of Barwood Land

Name

Date:

25/4/19

On behalf of Jenna Properties

Name: ..

Date: ..

25/4/19.

On behalf of Martin Backes

Name:



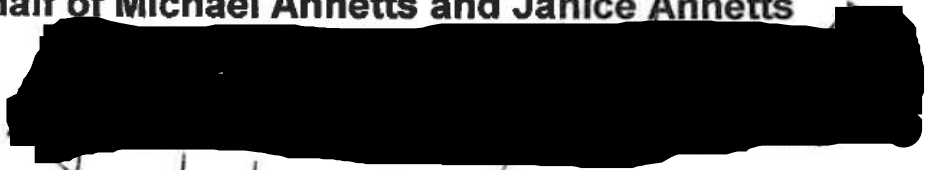
Date:

25/4/2019



On behalf of Michael Annetts and Janice Annetts

Name:



Date:

24/4/2019

