

PRESENTATION
to
JCT 10aM20 HEARING : 18th MAY 2017

I had understood that the surface water drainage systems of both schemes (Highway and Stour Park) would be entirely separate now it appears they will be combined.

This change coming after the issue concerning the outfall pipe had been spotlighted raises a quizzical eyebrow.

(NOTE : At the Hearing Highways England reported that they had provided misleading information as the outfall pipe I had queried was in fact part of the highway's drainage system but that there is to be another pipe that will serve the Stour Park Development, that pipe also crosses land being acquired from my clients so my following arguments remain relevant)

However this does not alter the underlying basis of my argument:

My understanding is that Compulsory Powers can only be exercised for the specific purposes for which they are granted and not for any different or collateral purpose e.g. to service an adjoining private development.

Even if Highways England use this outfall this in my opinion does not mean that they can allow a third party to connect to it. (NOTE : Not now relevant)

I therefore still strongly maintain the view that the transfer of land should contain suitable restrictive covenants preventing the land being acquired from being used for any purpose other than the road scheme (e.g the outfall pipe and the Stour Park Roundabout) so resolving the issue from day one.

If this is not done I would have to recommend that my clients consider taking out an injunction to block any works associated with the Stour Park development

This subject has raised a further issue that has been queried by my colleague dealing with the Compensation negotiations namely why does Highways England need to buy so much of my clients land.

I have been advised that this is in order to accommodate the various ecological measures they are having to provide and I took them at their word but perhaps I should have challenged this further earlier in the process.

Am I therefore able to ask you sir as the Examining Officer whether you have or will be clearly establishing that the acquiring authority are only acquiring

the land actually needed for the core scheme and are not extending the boundary merely in order to accommodate the needs of a third party.

I understand that the Developers in question are due to make a substantial contribution towards the cost of the Highway Works so they may have sought further additional benefits during their negotiations.

At this point I should stress that throughout my clients have been prepared to co-operate fully with all parties providing they are able to achieve their objective, namely an access link to their retained land from the Stour Park roundabout if that roundabout is built and they are able to secure development on that land.

As you pointed out at the previous hearing, this would be a matter for my client's to sort out with the Stour Park Developers as they would be funding the Stour Park roundabout, however what HE are proposing would severely hamper my clients negotiating position.

Easements of this type clearly have a value and what the acquiring authority are intending to do would prevent my clients from realising that value (whether in money or as a bargaining chip) which is unjust and inequitable.

Moving on to Plot 2/2a, I repeat my clients will co-operate by allowing this land to be used temporarily but again it seems totally inequitable that the Contractors should only be required to pay a rent based on agricultural values.

I dealt with a case in Northfleet where a firm of contractors involved with the A2 upgrade linked to the CTRL project wanted to use a disused agricultural compound owned by another of my clients. In that case a commercial rent was negotiated.

That is what happens in the open market and is I suggest the basis that should apply in this case.

I therefore maintain the view that this temporary occupation should be excluded from the compulsory purchase procedure and dealt with by open negotiations reflecting the nature of the temporary use.

David Lowe