

M4 JUNCTIONS 3-12 SMART MOTORWAY (CASE REFERENCE TR010019)

Position Statement on behalf of Anita Thomas and Bloor Homes Limited (Representations 294 and 300)

In response to Examining Authority Question at Agenda Item 7 f ii of the Agenda for the Compulsory Acquisition Hearing

- 1 This brief representation is intended to update the Examining Authority as to the current position in relation to the objections raised by Anita Thomas and Bloor Homes in respect of Construction Compound 5 and the relocation of the A330 Ascot Road Bridge.
- 2 The objectors are satisfied that Highways England (HE) and their contractors will continue to liaise with Anita Thomas and Bloor Homes to provide more details of the replacement A330 Ascot Road Bridge. We note the HE response regarding consultation with Royal Borough of Windsor & Maidenhead (RBWM) and welcome the opportunity to liaise in more detail to ensure that these proposals respect the design approach outlined in the Design Manual for Roads & Bridges and therefore meet the needs of HE, RBWM, the community, objectors and other interested parties.
- 3 In respect of the Construction Compound 5, the objection remains.
- 4 The objection has two elements to it:
 - (a) In relation to the disposition of the Compound during the construction period; and
 - (b) HE's requirement for maintaining a compound during the 5 year maintenance period after the Scheme is open.
- 5 In respect of the first element, HE indicates in its response that it is now possible to discuss details of the frontage and access onto the A330. No proposals are put forward, however, as to how the objectors' concerns are to be satisfied.
- 6 The only reason given in the HE representation for rejecting the proposed position for the compound shown on Bloor Homes' Figure 8 is that part of this lies outside the Order Limits.
- 7 Had HE engaged with the objectors before defining the Order Limits, this could have been avoided.
- 8 Notwithstanding that, the objectors are prepared to enter into a conditional contract with HE providing for the use of the alternative compound (shown edged in blue on the Figure 8 Plan) for the duration of the construction period and, as to part, for the additional one year period for the purposes specified in Article 29 of the draft Order.
- 9 The Land Plan and Book of Reference indicate that compound 5 extends to an area of 6.02 hectares. The total of the areas shown for the alternative compound on Figure 8 is 11.02 hectares, and, therefore, well in excess of the stated requirement for this Compound.

- 10 The objectors are prepared to grant to HE in the conditional contract the same rights for the alternative compound as those which are being sought under Article 29 for Compound 5. Equally, the same rights to compensation would be stipulated.
- 11 Subject to completion of the conditional contract before the end of the examination period, the Order could be amended to limit the use of parcel number 18-02 to that part shown coloured green and orange on Figure 8.
- 12 Development consent would be available through the Order for the use of that part of Compound 5 as a construction compound. In respect of the alternative compound which lies outside the Order Limits, deemed planning permission would be available for the construction period under Class A of Part 4 to Schedule 2 of the Town and Country Planning (General Permitted Development) England Order 2015 (SI2015/596).
- 13 HE would, therefore, have the necessary land rights and development/planning consent for a compound well in excess of that stated to be required for Compound 5. There is no compelling case, therefore, for the Order to include temporary use rights for the whole of the originally proposed Compound 5.
- 14 In relation to element (b), HE are seeking the ability to utilise any part of land parcel 18-02, not only during the construction period but for a further five year period i.e. up to 2026.
- 15 Whilst the objectors note that this may be a smaller compound than the six hectares shown for land parcel 18-02, unless the Order imposes restrictions on the parts which can be used, the whole of land parcel 18-02 is potentially blighted until 2026. In that event, the proposed development by Bloor Homes would not be able to come forward during the Local Plan period. The opportunity for the site to be developed and to provide local housing for which there is an urgent need would be lost.
- 16 As currently drafted, Article 30 gives HE the right to use any land within the Order limits as a maintenance compound for the five year period up to, as currently planned, 2026.
- 17 HE acknowledge that the compound for these purposes would not need to be as extensive as the compounds required during the construction phase. There are likely to be opportunities, therefore, to use other land within the Order Limits which is not earmarked for development in the period up to 2026.
- 18 Given the serious potential restraint on bringing the objectors' land forward for development which the draft Order currently provides, until such time as HE can give an assurance, either as part of the conditional contract or through amendment to the draft Order, that land parcel 18-02 will be vacated at the end of the construction period, the objectors' maintain their objection.

16 November 2015