

A303 Stonehenge: Amesbury to Berwick Down

Written summary of oral submissions put at Compulsory Acquisition Hearing on  
9 and 10 July 2019

On behalf of

Morrison and King Limited (Ref. 20019736)  
Beacon Hill Land Limited (Ref. 20019732)  
Mrs Kathleen Edna Crook (Ref.20019686)

As Tier 1 Landowners

July 2019

1. Introduction

1.1. This submission is made on behalf of the abovenamed Tier 1 Landowners and is intended to provide a summary of the oral submissions made by Archie Read MRICS of Countryside Solutions, representing those landowners, at the Compulsory Acquisition Hearing on 9<sup>th</sup> and 10<sup>th</sup> July 2019.

2. Compulsory Acquisition

2.1. Within the document TR010025 – 4.1 Statement of Reasons the Applicant asserts the following:

*1.4.3 The Applicant has attempted to acquire all interests in the Land by agreement but unfortunately due to the scale of the Scheme and the timescales within which it is required to be brought forward, this has not been possible to achieve. It is necessary to seek powers of compulsory acquisition in the DCO application, in order to ensure that, in the event that the on-going negotiations to acquire land by agreement are ultimately unsuccessful in relation to any part of the Land, the Scheme is not precluded from being delivered. The Applicant is satisfied that all of the land interests identified for compulsory acquisition are required to enable the Scheme to proceed.*

*4.11.1 As well as consulting all persons with an interest in the Land about the Scheme proposals in accordance with section 42 of the PA 2008, the Applicant is aware of the requirement (paragraph 25 of the CA Guidance) to seek to acquire land by negotiation wherever practicable. The power to acquire land compulsorily should only be sought if attempts to acquire by agreement fail.*

*4.11.3 The Applicant has engaged with all landowners and occupiers with a view to acquiring their land interest by agreement by writing to them to inform them of the Applicant's willingness to negotiate to acquire the Land by agreement, and to invite dialogue on this point. As a result, the Applicant is in the process of engaging with all landowners with regard to the acquisition of land by agreement; and negotiations with this objective will be ongoing throughout the DCO process.*

- 2.2. These assertions in no way reflect my clients' experience. Whilst there have been a number of meetings and telephone conversations, the sole item of substantive paperwork supplied by the Applicant to date has been a redacted version of a past agreement under Section 253 of the Highways Act 1980 relating to four oak trees.
- 2.3. On numerous occasions over a very long period of time, I have explained to the Applicant that all of their objectives in respect of my clients' property can be achieved by agreement. Furthermore, I have indicated that my clients are, subject to contract, willing and able to enter into the requisite agreements. To date, with the minor exception referred to above, no substantive proposals have been received, indeed no meaningful paperwork whatsoever has been received despite repeated requests.
- 2.4. Specifically, my clients believe that the Applicant's objectives sought under compulsory powers may be achieved by agreement as detailed below by individual plots.

2.5. Morrison & King Limited

2.5.1. Plot 09-12 Compulsory acquisition of permanent rights and temporary possession of land. Across this plot the Applicant is seeking to install service apparatus, a water main and possibly an electricity cable. Such rights could be secured by agreement by the grant of easements and licence to undertake necessary works. The proposed temporary compound and stockpiles could be secured by agreement by way of a licence to undertake works and a commercial lease. To date, none of these options have been pursued by the Applicant.

2.5.2. Plot 09-22 Compulsory acquisition for tree planting. This could be secured via a Section 253 Agreement without resorting to compulsory acquisition.

2.6. Beacon Hill Land Limited

2.6.1. Plot 11-08 Compulsory acquisition to secure service media and the stopping-up and downgrading of the existing Byway Ames1 to a footpath. My client already owns the sub-strata within which the service media are situated. Such rights as are required could be secured by way of standard easements. The stopping-up of a byway and downgrading the status of a public right of way could perfectly reasonably be dealt with by agreement between Wiltshire Council and my client. There is no justifiable reason to resort to compulsory acquisition to achieve these objectives and my client is willing, subject to contract, to enter into such necessary agreements as may be required.

- 2.6.2. Plot 11-10 Permanent acquisition of rights for service media. Detailed below is my client's willingness to enter into a licence to occupy to undertake all necessary works and subsequently dedicate the new highway including the verges. If the newly dedicated highway did not provide sufficient rights for the service media then my client would be willing to grant such necessary easements as would be required in the usual way. Compulsory acquisition of rights is not necessary in this circumstance.
- 2.6.3. Plots 11-22 / 11-23 / 11-25 These plots relate to the proposed stopping up of the Allington Track and the retention of the existing service media. My clients are willing to enter into appropriate agreements (easements, licence to occupy/undertake works, etc) to achieve the Applicant's objectives. Compulsory powers are not required as this can be achieved by way of agreement.
- 2.6.4. Plot 11-28 This plot is the new section of proposed highway linking the Allington Track with Equinox Drive. My client supports this objective and has explained on numerous occasions that it would be willing to grant a licence to occupy and undertake all necessary works. Subsequently, enter into a Deed of Dedication for the new Highway. My client's position is almost entirely aligned with that of Classmaxi Limited, my client's neighbour. A virtually identical solution by agreement should be available to both parties. Compulsory acquisition is not required.

## 2.7. Mrs Kathleen Edna Crook

- 2.7.1. Plots 11-22 / 11-23 / 11-25 / 11-28 I refer to my previous comments above in respect of these plots.
- 2.8. I concluded this section of my oral submission requesting that the Applicant be directed to engage with my clients expediently and with adequate resource to conclude binding alternative arrangements to secure the Scheme objectives without resorting to compulsory powers.
3. Four additional specific concerns were raised in respect of the proposed compulsory acquisition, as detailed below.
- 3.1. The treatment of the stopped-up Allington Track surface. Attention was drawn to my clients' concerns regarding the conflict that exists between their stated objective to undertake a tree planting scheme upon the stopped-up section of the Allington Track and the Applicant's proposed treatment of piercing but leaving in situ the existing tarmac surface. *Since the hearing the Applicant has indicated that it is willing to amend the treatment to see the existing surface removed to enable tree planting.*
- 3.2. The Countess Farm grain-handling facilities - My client has very real concerns regarding the drainage proposals in and around Countess farmyard and the possibility of adverse impacts upon its grain handling facility. The Applicant's email of 13<sup>th</sup> June 2019 makes reference to *'the rise in water predicted by the tunnel'* which is not where this concern arises from but rather the road scheme surface water drainage proposals. More worrying was confirmation contained within the same email *'the team were not aware of the pump or the grain store at the time the surveys were taken of the groundwater'*. No satisfactory response nor solution has been provided by the Applicant to date.

- 3.3. The proposed 'no dig' method of working within the temporary compound and stockpiles to be situated within Plot 09-12 give rise to very great concerns regarding likely adverse impacts upon the existing topsoil. The known archaeological features across this plot will almost certainly prevent my client from undertaking the usual deep cultivations required as part of an aftercare package to address soil compaction. The proposed vehicle movements associated with the stockpiling of 100,000 cubic metres of dug material, together with the works compound requirements will lead to soil compaction. I urge that the Applicant looks again at the 'no dig' proposal and considers stripping the existing topsoil, albeit under appropriate archaeological oversight, thereby mitigating soil compaction likely that will severely and adversely impact all future agricultural endeavours my client.
- 3.4. The working hours and proposed uses within Plot 09-12 conflict very heavily with my client's adjoining horse livery business. All assessments undertaken within the EIA were from a human perspective and not that of horses, which are significantly more sensitive to noise, dust, lights etc. The Applicant has confirmed this in its Comments on Written Representations May 2019 37.7.3 - 37.7.6 Further assurances or alternative solutions continue to be sought.

Archie Read MRICS