

M25 JUNCTION 10/A3 WISLEY INTERCHANGE IMPROVEMENT SCHEME

APPLICATION BY HIGHWAYS ENGLAND FOR AN ORDER GRANTING DEVELOPMENT CONSENT

SUMMARY OF EVIDENCE FOR IN ABSENCE OF COMPULSORY ACQUISITION HEARING 1

WPIL'S RESPONSE TO QUESTION 3.16.1 FOR DEADLINE 7

1. Introduction

1.1. Highways England ('the Applicant') has applied to the Secretary of State for a Development Consent Order (DCO) for the M25 junction 10/A3 Wisley interchange improvement scheme ('the Scheme').

1.2. In consequence of the restrictions put in place by the Government in response to the Covid-19 pandemic, the Examining Authority has, included in a third round of written questions included in the Rule 17 – Request for Information (dated 3rd April 2020) **[PD-019]** requesting a written summary of the matters that Affected Parties would have been raised orally at CAH1 on 20th April 2020 (question 3.16.1):

'Please provide in writing the oral case concerning the Applicant's CA and/or TP proposals that you intended to make at the postponed CAH1, in effect the written post hearing submissions that you would otherwise have submitted at Deadline 6.'

1.3. Wisley Property Investments Limited ('WPIL') is an Affected Party and has multiple plots affected by the Scheme, primarily comprising land formally used as an airfield now being the largest part of a prospective residential-led development site of approximately 2,100 new homes (C3/C2) and allocated as such in the Guildford Local Plan (2015-34).

1.4. As an Affected Party, WPIL would have made oral representations at CAH1 and submits this representation summarising the key issues that remain outstanding and as such, mean that the objection to the compulsory acquisition powers sought over the land remains.

2. Land affected/Plots

2.1. The plots affected by the scheme (together, 'the Land' or 'Airfield') and included in the Book of Reference are:

Powers sought	Plots
<i>Title Acquisition (pink)</i>	1/18, 1/22, 2/5b
<i>Temporary Possession (green)</i>	2/1, 2/1a, 2/1b, 2/3, 2/5a, 2/5c
<i>Permanent Rights with Temporary Possession (blue)</i>	1/40, 1/18a

3. Update on negotiations (all plots)

- 3.1 A summary of engagement to date was included in the Statement of Common Ground submitted at Deadline 6 [REP6-009]. In summary, WPIL and Highways England have met and have circulated Heads of Terms for a Side Agreement with the objective of ensuring that the Scheme can be brought forward without prejudicing the timely development of the Airfield, which will be critical for provision of local housing supply.
- 3.2 The Heads of Terms are yet to be agreed and progress to legal drafting of the agreement is yet to be made. As such, there are key outstanding concerns which remain and are set out below.

4. Specific Issue 1: use of compound area (plots 2/1, 2/1a, 2/1b, 2/3, 2/5a, 2/5c)

- 4.1 Proposed Change 9 submitted by the Applicant at Deadline 6 detailed the anticipated use of the compound area. WPIL has no in principle objection to the use of the Land as a compound, but the introduction of a *materials processing*, a *traffic management area* and *welfare facilities* on to the site means that the site has become a key strategic site for the entire construction programme. It has been WPIL's position that the site should be yielded up at the earliest opportunity, to prevent stymying and/or delaying the proposed development of the Airfield, with the potential to phase the hand back of the compound as areas become vacant.
- 4.2 However, given the proposed changes, it is now critical to ensure that there is agreement on a shared access, or separate access provision, for use by WPIL's contractors to obtain access to the Airfield site for the proposed development during the period of the DCO works and following grant of planning consent for the Airfield development. Agreement on this is essential for WPIL to be confident that Highways England will not prejudice the timely development of the Airfield, along with an agreement on appropriate junction arrangements to the site.
- 4.3 Further, the long term uses that are now suggested for the compound risk adversely affecting use of critical land for the development of the Airfield, in particular land that has been identified for phased use as Suitable Alternative Natural Greenspace ('SANG'). This will likely form a condition of any planning consent for the Airfield, and users enjoyment of it will need to be free from anti-social impacts (such as noise and dust etc from material processing). There is also an extant consent for a In-vessel Compost facility that will be prevented from being brought forward whilst the compound is operational.
- 3.2 It is therefore absolutely essential that the practical arrangements, alongside the commercial terms, for use of the compound site are confirmed in an agreement for WPIL to be confident that development of the Airfield will not be prejudiced.

5. Specific Issue 2: Wisley Lane (plots 1/18, 1/22, 2/5b)

- 4.1 The Wisley Lane realignment proposed by Highways England in the draft DCO deviates from WPIL's own previous proposals for an access to service the Airfield development, and the option promoted by Highways England stymies developable land and severs environmentally valuable land.
- 4.2 To mitigate the impacts of the proposed Wisley Lane realignment, WPIL has sought to reach agreement on aspects of the road, such as the permeability of the road for environmental purposes, reinstatement of existing trees and habitat features damaged or lost due to the temporary and permanent works, and protection of the proposed gas main. At present, WPIL has been told by Highways England that these are matters for detailed design. However, this puts WPIL in a precarious position whereby it is reliant on an agreement at a future point in time, once the Scheme has been consented, with no recourse to address any disagreement on design.
- 4.2 WPIL's position remains that key aspects of the design of the Wisley Lane realignment should be agreed now, to ensure that it is appropriate for the construction and operation of the Airfield site. Given that a contractor is now on board, this should be achievable and WPIL does not accept that these matters are ones that should be postponed to be unilaterally determined by Highways England outside of the Examination.

6. Key Issue 3: Stratford Brook – plots 1/40 and 1/18a

- 5.1 It has been agreed in principle that the arrangements for the on-going maintenance of Stratford Brook can be adopted by WPIL, as the land will also be a critical element of the environmental and amenity infrastructure for the Airfield development.
- 5.2 However, at this stage key terms remain outstanding for the management agreement for this land.

7. Efforts to acquire by agreement

- 7.1 Paragraph 25 of the Guidance¹ sets out that:

'Applicants should seek to acquire land by negotiation wherever practicable. As a general rule, authority to acquire land compulsorily should only be sought as part of an order granting development consent if attempts to acquire by agreement fail.'

- 7.2 Highways England has stated its intention to seek to agree the land and rights sought in the draft DCO by private treaty (in the Statement of Reasons **[APP-022]**). However, WPIL has been engaging at risk with Highways England as there has been no agreement on reasonable fees for WPIL's professional advisors.

1

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/236454/Planning_Act_2008_-_Guidance_related_to_procedures_for_the_compulsory_acquisition_of_land.pdf

Whilst progress is being maintained between the parties, it is a concern that this remains outstanding at this stage of the Examination.

8. Closing Remarks

- 8.1 It remains WPIL's intention to secure an agreement with the Applicant to ensure that there is confidence that the removal of the objection to compulsory acquisition powers over the Land will not prejudice the development proposals for the Land. The Heads of Terms for the agreement need to be finalised as soon as possible, incorporating and addressing all the key issues in this response, along with matters such as the reinstatement of land appropriately documented. Despite WPIL's efforts, if such an agreement remains outstanding (with no prospect of it being entered into) by close of the Examination, the objection will remain to the powers, with the request the powers are omitted from the DCO over the Land.

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