

**M25 junction 10/A3 Wisley interchange
TR010030**

**9.135 Applicant's note for Action
Points 2 (Session 2 Part 4 SCC's non-
SCL Matters)**

Rule 8(1)(k)

Planning Act 2008

Infrastructure Planning (Examination Procedure) Rules 2010

Volume 9

July 2020

Infrastructure Planning

Planning Act 2008

The Infrastructure Planning (Examination Procedure) Rules 2010

M25 junction 10/A3 Wisley interchange Development Consent Order 202 [x]

9.135 Applicant's note for Action Points 2 (Session 2 Part 4 SCC's non-SCL Matters)

Rule Number:	Rule 8(1)(k)
Planning Inspectorate Scheme Reference	TR010030
Application Document Reference	TR010030/9.135
Author:	M25 junction 10/A3 Wisley interchange project team, Highways England and Atkins

Version	Date	Status of Version
Rev 0	10 July 2020	Deadline 12

Table of contents

Chapter	Pages
1. Introduction	4
2. Highways England and SCC's final position on the matters to be covered in the Ockham Bites Agreement	5

1. Introduction

- 1.1.1 This document sets out Highways England's response to the Examining Authority's request on 18 June 2020 at the Compulsory Acquisition Hearing 1, Session 2 Part 4 (Action Point 2), for the provision of a final position statement regarding Ockham Bites car park.
- 1.1.2 Negotiations have been progressing between Highways England and Surrey County Council (SCC) in respect of an agreement for reconfiguration works to the Ockham Bites car park ("the Agreement"). The negotiations are ongoing and Highways England believes that agreement can be reached fairly shortly. However, in line with the ExA's request, this note covers the position regarding Ockham Bites car park as at the date of this statement.
- 1.1.3 The highways side agreement provides that Highways England and SCC are to use reasonable endeavours to enter into the agreement (see separate position statement as regards that agreement)

2. Highways England and SCC's final position on the matters to be covered in the Ockham Bites Agreement

- 2.1.1 As stated above, Highways England and SCC are continuing to negotiate the terms of an agreement to put in place a binding arrangement to facilitate the carrying out of various reconfiguration works to the Ockham Bites car park (the "Reconfiguration Works").
- 2.1.2 The principal concept is that Highways England will carry out and complete the Reconfiguration Works once the relevant conditionality has been satisfied (namely the DCO being made and securing the relevant planning and other necessary consents). Highways England will make a contribution to the cost of carrying out the Reconfiguration Works capped at the level of compensation payable to SCC in respect of the acquisition of land comprised within the existing car park (and the associated devaluation of any retained land and directly associated losses).
- 2.1.3 In summary the main elements of the proposed Agreement are as follows;
- **Specification** – The parties are to collaborate with a view to developing a finalised specification which accords with a range of identified outline aims (capacity of the car park, retention of a woodland buffer, retention of certain trees and vegetation within the car parking area, resurfacing of the area to be used for car parking with a suitable material appropriate to its surroundings, a means of encouraging orderly parking without the use of white line markings, a pedestrian area, including seating such that the area can be used for picnics, a low access track around the car park consistent with the surroundings and not forming a visual barrier, the creation of public access routes from the car parking area to the common, suitable for walkers cyclists and equestrians, and suitable access for emergency and maintenance vehicles).
 - **Although SCC** requested that the agreement provide for an amendment to the design of the approach to Cockcrow bridge to reduce the perceived severance between the car parking area and the common adjacent, as Highways England has explained (REP3-007 page 27, REP2-014 page 51) it is not practicable for Highways England to make any substantial amendment to the design as the embankment needs to reach the necessary height to connect to the Cockcrow bridge and SCC has now accepted this point.
 - **Planning Application** – After satisfaction of the DCO element of the conditionality and finalisation of the specification obligations linking to the application for planning consent for the Reconfiguration Works apply. It has not yet been settled which party is to assume responsibility for making the required application or for securing third party consents (to the extent any are needed).

- **Building Contractor and Professional Team** – After all elements of the conditionality have been satisfied Highways England is obliged to appoint its building contractor and professional team and progress the Reconfiguration Works. It is recognised that until the specification of works has been finalised the exact make-up of the professional team cannot be determined. It is anticipated that SCC will receive warranties or equivalent third-party reliance from the main building contractor and any members of the professional team with design responsibilities.
- **The Works** – SCC is to permit Highways England and its contractors access to the site in order to carry out and complete the works. Standard development obligations are to apply including: to progress them in good and workmanlike manner in accordance with the requisite consents and specification; to comply with CDM regulations; to a target completion date; insurance; and defect liability provisions. The parties are to develop a construction management plan to ensure effective communication between themselves as the works progress. •
- **An inspection and practical completion** procedure to allow SCC to input into sign off of works completion and make representations.
- **Costs** – A mechanism for the monitoring of the cost of the works and provisions for the reimbursement to Highways England for the cost of the Reconfiguration Works to the extent they exceed Highways England's contribution. The mechanism will also provide for further payment to SCC (by way of compensation under the code) in the event that the cost of the Reconfiguration Works is found to be less than the compensation referred to above.
- **Compensation** – The Agreement is to provide for the further assessment and agreement of SCC's entitlement to claim compensation (to be assessed in accordance with the compensation code) in respect of the acquisition of their land comprised within the existing Ockham Bites car park (plus the associated devaluation of any retained land and directly associated losses). The Agreement is to recognise the value of Highways England's financial contribution to the Reconfiguration Works in any assessment of such compensation ultimately due to SCC.

2.1.4 It remains Highways England's position (as stated in its comments to SCC's [REP9-015] – Examining Authority's fourth written questions and requests for information [REP10-012] Response to Question 4.16.1 and 14.6.2) that the Reconfiguration Works although desirable are not a necessary consequence of the DCO Scheme. In this context it is Highways England's view that the car park and café can continue to function irrespective of whether the Reconfiguration Works are completed with further car parking available for users of the common at Ockham Forest Car Park approximately 300m away. A key driver for this approach is a mutual recognition of the efficiencies presented by the availability of Highways England's contractors' vehicles and equipment in the vicinity of the site.

1.0.4. In the unlikely event of the parties failing to conclude the Agreement SCC's entitlement to compensation for the acquisition of its land interests in the existing car park (and injurious affection to land not taken) will endure. SCC has previously recognised (see para 8.3. of the Joint Council Local Impact Report [REP2-047] that a 'suitable level of funding' would be an acceptable alternative to the remodelling works.

© Crown copyright (2020).

You may re-use this information (not including logos) free of charge in any format or medium, under the terms of the Open Government Licence. To view this licence:

visit www.nationalarchives.gov.uk/doc/open-government-licence/

write to the Information Policy Team, **The National Archives, Kew, London TW9 4DU**,

or email psi@nationalarchives.gsi.gov.uk.

Printed on paper from well-managed forests and other controlled sources.

Registered office Bridge House, 1 Walnut Tree Close, Guildford GU1 4LZ

Highways England Company Limited registered in England and Wales number 09346363

