

**From:** [David Stempfer](#)  
**To:** [M25 Junction 10](#)  
**Cc:** [Judith Jenkins](#); [Caroline Smith](#); [Helen Forbes](#)  
**Subject:** TR010030/IP20023014 - M25 J10 A3 Wisley interchange improvement scheme - Surrey CC Deadline 12 response  
**Date:** 10 July 2020 20:40:30  
**Attachments:** [image003.png](#)  
[submission letter to PINs deadline 12 final.pdf](#)

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Dear Mr Jones,

Please find attached Surrey County Council's (SCC) deadline 12 submission.

The ExA will note that SCC's deadline 12 letter attached refers throughout to the Highways Side Agreement having been signed/concluded.

Unfortunately this has not been possible as, although SCC's counterpart has been sealed, Highway England has been unable to seal its counterpart at the time of this email.

Highways England and SCC have been discussing the terms of an agreement dealing with various matters relevant to SCC's role as the local highway authority.

The wording has been settled between Highways England and SCC today (10 July 2020) but unfortunately not in sufficient time to get the agreement executed and so completed.

SCC understand that Highways England intend to complete their part as soon as possible next week and as soon as it has been completed Highways England will inform the Planning Inspectorate in order that the Secretary of State is aware of the position.

Whilst unsatisfactory, SCC seems to have no option but to proceed on the basis that the agreement will be completed as soon as possible.

Kind regards

David

David Stempfer  
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Major Transport Projects Manager  
Strategic Transport Group

Following Government advice to reduce the spread of Covid 19 , I am now working from home and will be using Skype, Microsoft Teams and Conference call to manage previously arranged face to face meetings. #Staysafe



[Surrey County Council - Coronavirus things to consider](#)

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Your Ref: TR010030

Our Ref: IP 20023014

10th July 2020

Dear Mr Jones

### **Planning Act 2008**

### **Application by Highways England for an order granting development consent for the M25 Junction 10/A3 Wisley Interchange improvement project**

### **Submission made pursuant to Deadline 12**

The submission includes the following:

**1. CAH session 2, part 4 action point 4 – Position statement on Ockham Bites car park**

As set out in the final SoCG, Highways England (HE) and Surrey County Council (SCC) are continuing negotiations in relation to accommodation works for the Ockham Bites car park. The purpose of the accommodation works scheme is to reconfigure the remaining area of car park land to increase its parking capacity to offset the loss of approximately one-third of the parking on account of the Scheme. A copy of SCC's outline scope of accommodation works was submitted to the Examination at Deadline 10, as part of its response to ExQ4.16.11 (REP10-012).

HE and SCC have engaged in constructive discussions to further develop the details of a possible accommodation works scheme. HE has carried out a detailed topographical survey of the site and SCC has developed a concept drawing and requirements. At this stage, the design is not sufficiently detailed to enable confirmation as to whether planning permission will be required for the works. SCC understand that HE is willing to develop the designs further in conjunction with its detailed design work for the replacement Cockcrow Overbridge and proposed new connecting bridleway from Old Lane.

Both parties recognise that it is not feasible to conclude a separate agreement on the accommodation works before the close of examination. However, the signed Highways Agreement sets out the intention for the parties to enter into a specific Ockham Bites Agreement before the Order takes effect and specifies the design elements that the

Council requires to be incorporated as far as practicable. The agreement is to be based on the premise that HE will carry out the works.

At this point no conclusions on planning permission have been reached. SCC remain of the view that responsibility for obtaining any permissions necessary should sit with HE to discuss/progress with Guildford Borough Council as the Local Planning Authority. The accommodation works will be delivered under the direction of HE, as a direct result of their development. As HE will be directing and controlling these works, the County Council cannot determine any planning application under Reg3. If it was not for the DCO scheme, the County Council would not be seeking any works at this site.

Detailed discussions in relation to the site will continue in the coming months to ensure that there is no disadvantage to the users of the surrounding Special Category Land. SCC would be pleased to provide an update and confirm completion of the separate agreement on the accommodation works when available following the closure of the examination period should the Examining Authority or Secretary of State require.

## **2. Response to ExA request for comments regarding possible Replacement Land options**

SCC has reviewed the ExA's letter of 2<sup>nd</sup> July 2020 regarding possible Replacement Land options and has a number of comments to make.

When considering the application of different ratios of replacement land, it is clear from the examples of the A3 crossing Esher Common and the M25 crossing Wisley Common cited in "M25 junction 10/A3 Wisley interchange TR010030 4.1 Statement of Reasons Appendix C: Common land and open space report" that the land parcels were identified first and the ratios were subsequently calculated hence the very precise ratios e.g. 1.65:1 replacement common land for the A3 Esher Common Scheme. These calculations are likely to have been based on following coherent land parcel boundaries rather than following a precise ratio of land parcel ensuring that logical boundaries were followed on the ground. SCC considers that it is the function, quality and location of the Replacement Land, RL, which should be determined first and that then the ratio can then be checked against the ratios applied for historic schemes.

It is considered that the previous road schemes crossing Ockham and Wisley Common have created a unique situation where the land owned by the County Council has been quartered resulting in both fragmentation and severance. The proximity of the roads also means that most recreational activities take place away from the corridors of disturbance meaning that only Replacement Land further away from them is likely to have the equality of advantage. It may have been desirable that Replacement Land should be located in each of the quadrants as all four will lose some Special Category Land. However, it was not possible to find an appropriate location in the southwestern quadrant. It was also not practicable to provide equality of advantage within each quadrant individually using suitable available land parcels. The Council reiterate that land at Park Barn Farm offers significant value in Replacement Land terms including favourable location due to its proximity to the residential area of Byfleet which is in close walking distance.

Of the three scenarios, SCC would prefer a ratio of 2:1 and that as much Replacement Land is retained as possible. The Replacement Land to be provided for land which is subject to the acquisition of permanent rights which will impose a burden on the land, HE's position is that a 1:1 ratio of replacement land is appropriate in those circumstances is well-documented in its previous submissions and this is supported by Surrey County Council.

### 3. Final Statement of Common Ground (SoCG) between SCC and Highways England

A final SoCG has been submitted by HE. SCC has continued to work collaboratively with HE to produce the SoCG, which represents respective final positions on key issues as at 10<sup>th</sup> July 2020. The previous submitted version of the SoCG at deadline 8 showed a number of areas as under discussion and progress has since been made on all these issues.

A Highways Side Agreement between the parties has now been signed and has provided a satisfactory resolution to a number of substantive areas of concern for SCC, namely:

- The financial burden of additional maintenance responsibilities, in particular the NMU, specific traffic signals and landscaping
- Provisions for SCC involvement in the detailed design process and handover
- Road safety audits
- The operation and maintenance of traffic signals

A summary of areas within the SoCG where disagreement between the parties remains at the close of the examination is set out below:

SoCG item	Issue
2.8.3, 2.8.5, 2.8.7, 2.8.11	Impact of the scheme on Ripley and resulting need for mitigation
2.19.1, 2.19.3	Replacement bus stop provision and impact on operation of 715 bus route
2.17.1, 2.17.2	Need for Variable Message Signage to be delivered through the scheme
10.5.1	Need for a Planning Performance Agreement
1.1.24	Adequacy of arbitration clause in detailing how costs of appointing an arbitrator are dealt with
2.12.4	Need for surfacing of Seven Hills Road (south)
3.3.1	Provision of a cycle facility of Seven Hills Road (south)
3.4.2	Need for signalled controlled crossing over A245
2.12.1	Need for incorporation of further A245 design amendments
2.18.5	Assumptions on construction workforce traffic

Although a Highways Side agreement has been signed, this did not include a mechanism for the payment of SCC's legitimate fees and charges going forward as set out in SCC's deadline 11 submission. To avoid delaying the Side Agreement beyond the closure of the examination period, SCC have signed on this basis but will continue dialogue with HE on this matter.

### 4. Comments on highways protective provisions backstop submitted by HE at deadline 11

SCC has reviewed the Protective provisions that HE submitted at deadline 11 (REP11-017). As the Highways Side Agreement has now been concluded both parties are in agreement that these Protective Provisions are not required. Notwithstanding this conclusion, SCC would wish to highlight to the ExA that SCC did not consider the Protective Provisions submitted by HE to be exhaustive or reflective of the highways side agreement.

A number of items were excluded that are included in the finalised Highways Side Agreement. This includes:

- SCC design input
- Local Operating Agreement details
- Traffic signals
- Drainage
- Designated Funds – Ripley and VMS
- Cockrow Bridge
- Toad underpasses
- Transfer of freehold
- Ockham Bites
- Indemnity

As highlighted above and in SCC's deadline 11 submission, SCC is of the view that costs and expenses should have also been included in any Protective Provisions proposed by HE, although SCC has not been able to secure this element within the Highways Side Agreement. At this stage SCC have signed the highways side agreement on this basis that dialogue between SCC and HE will continue on this matter to seek a fair and equitable resolution.

## 5. Information submitted at deadline 11

**Comments on REP11030** - SCC has reviewed the submission made by the owners of Long Orchard at deadline 11. These comments made relate to a new road as Long Orchard currently has access from the A3. In the Streets, Rights of Way and Access Plans (REP8-005) this route is shown as a gated private means of access with an NMU route along it. To clarify, SCC will not have maintenance responsibility for the private means of access. There are clearly further matters of clarification that need to be discussed with HE in due course.

**Objection to plots** - Following the signing of the Highways Side Agreement SCC withdraws the comments made on possible plot objections submitted at deadline 11 as regards the following plot numbers:

**Plot No's** 3/33 (part), 3/34, 4/4c, 4/3b, 4/3, 5/7b 5/9, 12/5 (NMU embankments)

**Plot No's** 4/22a, 4/24, 4/30a, 4/32, 4/40, 4/42, 4/45, 4/46a, 4/48, 4/48b, 4/49, 4/49b, 4/57, 4/58 (Cockrow Bridge)

**Plot No's** 5/1, 5/2, 5/7b, 5/9 (Sandpit Hill bridge).

SCC do, however maintain its position regarding the plot below:

**Plot No** 9/13 – this is shown as temporary acquisition with permanent rights but appears to contain a drainage outfall structure. SCC would request that this is permanent acquisition with title passing to SCC.

## 6. Update on Landscape and Environmental Side Agreement

As set out in the deadline 11 submission, discussion on this agreement is continuing between HE, SCC and SWT.

Yours sincerely



Caroline Smith – Planning Group Manager