

**From:** [Kendal](#)  
**To:** [A585 Windy Harbour to Skippool](#)  
**Cc:** [A585WindyHarbourtoSkippool@highwaysengland.co.uk](mailto:A585WindyHarbourtoSkippool@highwaysengland.co.uk)  
**Subject:** Section 89 and the Infrastructure Planning (Examination Procedure) Rules 2010 - Rule 8(3). Application by Highways England for an order granting development consent for the A585 Windy Harbour to Skippool Improvement Scheme  
**Date:** 20 August 2019 15:43:50

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Dear Sirs

We are in receipt of your letter of the 16<sup>th</sup> August 2019 and note the changes to the examination and timetable. We have also noted under Annex A Item 19 that there is a deadline of Wednesday 21st August 2019 for comments on the applicant's revised draft DCO.

We have also referred to the additional written questions published on the 19<sup>th</sup> August and would comment in respect of Item 3.2.12. This concerns a temporary use of land.

We act of behalf of Mrs M. Smith who has plots 5/06A, 5/06C, 5/06I, 5/06B, 5/06D and 5/06H all of which will used temporarily for the construction of the road. These are quite extensive areas and it has been indicated to our clients that they will used for borrow pits and utility diversions. However this Borrow Pit usage has not yet been confirmed. Please can you arrange for Highways England to confirm for us categorically one way or the other whether these areas are required for borrow pits. If this is the case could they also please confirm for us one way or the other that they will be used as borrow pits and not as quarrying areas for the removal of minerals and other material which is not then replaced. Please could they supply detailed plans and sections of the same before commencement, during the works and on completion

We also note that there has been a change to the draft development consent order and under paragraph 29 we note that in sub-paragraph 4 which covers the giving up of land where temporary possession has been taken that the borrow pit areas (if they are required as borrow pits) are excepted from the requirement to restore the land to the condition it was in when possession was first taken by the undertaker or such other condition as may be agreed with the owners of the land. In this particular case the undertaker may set out alternatives in the borrow pit – restoration after-care plan which is secured by provisions of Schedule 2. We wish to object to this alteration on the grounds that the landowner has not been given a copy of the borrow pit restoration after-care plan nor has the landowner been consulted with respect to the same and we feel that to bring in an alternative clause at this late stage without proper consultation with the landowner is inappropriate. We therefore request that the examining authority either dismiss the additional wording or in the event that they are not prepared to dismiss it that the alternative wording be amended such that the reinstatement is in accordance with any borrow pit – restoration after-care plan as agreed with the owners of the land. The examining authority will no doubt be fully aware that whilst the undertakers will occupy the land for a brief period it is the landowners who have the long-term care and occupation of the land to consider and any reinstatement after such major works must be acceptable to them.

Look forward to hearing from you.

Yours sincerely,

**Paul D Dennis FRICS FAAV**

**Richard Turner & Son**

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