

SUMMARY OF ORAL REPRESENTATIONS MADE AT COMPULSORY ACQUISITION HEARING 22 SEPTEMBER 2021, ON BEHALF OF DAVISON AND CO (GREAT BARFORD) LTD

Davison and Co (Great Barford) Ltd own farmland at Caxton Gibbet. Approximately 77 hectares is being promoted through the Local Plan for employment use. A large proportion of this strategically important potential development land will be adversely affected by the Scheme in respect of which the Applicant is seeking powers of compulsory acquisition, temporary possession or the acquisition of rights over this land.

While the Landowner's position is set out in its Written Representations, in summary, the Landowner's main concern is that the proposed compulsory purchase of 35 hectares for borrow pits (plot 14/16a) is unnecessary and unjustified. The Applicant themselves have acknowledged they do not need to retain plot 14/16a permanently. The Landowner contends there is no compelling case in the public interest to compulsorily acquire plot 14/16a because a lesser power is sufficient to deliver the requirements of the Scheme (i.e. temporary possession). The Landowner is prepared to enter into a voluntary agreement with the Applicant to obviate the need for compulsory acquisition and/or temporary possession powers in the DCO.

To reach agreement requires urgent acceleration of engagement on the part of the Applicant. The Landowner and the Applicant met in June 2020, when the Applicant undertook to prepare outline heads of terms. These did not follow, and in early July 2021 the Landowner's agent provided detailed heads of terms which also have not been responded to. The Applicant has said they agree in principle to enter into a temporary lease for plot 14/16a, however they are not yet prepared to discuss the terms of this arrangement and in respect of the Land more generally and the necessary safeguards.

The Landowner's agents continue to chase the Applicant and urge them to progress negotiations, however there has been very limited progress on engagement, other than on the high level principle of the proposed arrangement. The Landowner seeks urgent agreement on the heads of terms of the proposed voluntary agreement and thereafter on the detail of the agreement itself, the negotiation of the detail and drafting of which will be time consuming.

As at 5th October 2021, no response had been received by the Applicant on the Heads of Terms, despite the Landowner's agents chasing by email and phone. Time is of the essence and it is no longer sufficient for the Applicant to say they are a willing party; tangible action is required by the Applicant.