

**Application by Highways England Company Limited for the A428 Black Cat to Caxton Gibbet Road Improvement scheme**

**Summary of oral representations made on behalf of Davison and Co (Great Barford) Ltd at Compulsory Purchase Hearing 2 (2<sup>nd</sup> December 2021)**

**Interested Party Reference No: 20028217**

1. The matter of principal concern to Davison and Company (Great Barford) Ltd ('Davison & Co') relates to the proposed compulsory acquisition ('CA') of land in Plot 14/16a for borrow pits. The return of this land is of great importance to Davison & Co. who have advanced proposals to develop this and adjacent land.
2. The Applicant acknowledges the borrow pit land is only required on a temporary basis. So why are CA powers sought?
3. The Applicant asserts CA powers are needed because the borrow pit land will be materially changed by the works. However the dDCO already provides for the construction of permanent works on land subject only to Temporary Possession ('TP') powers (article 40). By definition these permanent works will involve material changes to the affected land. It follows that the need for material changes to the borrow pit land cannot be a barrier to using TP powers.
4. Davison & Co also note that the applicant did not refer at all to the borrower pits in its statement of case submitted as part of the DCO application.
5. We conclude the Applicant has not reasonably demonstrated that CA of the borrow pit land is required and has not satisfied S.122 of the Planning Act 2008.
6. Davison & Co's objection to the CA of the borrow pit land could be readily resolved by the Applicant entering into a lease agreement on suitable terms.
7. Much greater urgency is required from the Applicant in negotiations on the terms of a lease. We do not agree with the Applicant that the Secretary of State's decision is the deadline for agreement, rather the end of the examination; alternatively how can the ExA make a reasonably informed recommendation?
8. We ask the Applicant in good faith, to increase the urgency to try and agree a lease. If the end of the examination period is reached without a satisfactory agreement, then Davison & Co. will maintain and if necessary, enforce their objection to CA of this land.