

PLANNING ACT 2008

THE INFRASTRUCTURE PLANNING (EXAMINATION PROCEDURE)

RULES 2010

A12 CHELMSFORD TO A120 WIDENING SCHEME

DEADLINE 8 SUBMISSION

ON BEHALF OF THE PARTNERS OF J A BUNTINGS AND SONS

I. INTRODUCTION

1. This written submission (“**Submission**”) is made on behalf of the Executors of the Late Mr R Bunting, Mrs D. J Bunting, Mrs S. Bunting, Mrs T.J Holland, Mr M Bunting, Mrs M.D Wisbey and Mrs A. Wood, Partners of J A Bunting & Sons and landowners of Highfields Farm, Inworth Hall Farm, Ewell Hall and Hole Farm, Kelvedon (“**Landowners**”).
2. A relevant representation was submitted to the Examining Authority in relation to the proposed A12 Chelmsford to A120 Widening Scheme (“**A12 Scheme**”) on behalf of the Landowners on Friday 4th November 2022 (“**Relevant Representation**”). The Landowners’ Interested Party reference number is 20033166.
3. Subsequent submissions were made by the Landowners at Deadline 2, Deadline 3, Deadline 5 and Deadline 6. Representatives of the Landowners have also participated in relevant Issue Specific Hearing Sessions and Compulsory Acquisition Hearing Sessions. As part of those written and oral submissions, the reasons for the Landowners’ objection, and the amendments to the A12 Scheme which would be necessary to overcome the Landowners’ objection, were reiterated.
4. This Submission is the Landowners’ submission at Deadline 8 of the Examination in response to information submitted by National Highways (“**Promoter**”) at Deadline 7 of the Examination and published on the A12 Scheme website on Wednesday 5th July 2023. This is also the Landowners’ closing submission prior to the close of the Examination on Wednesday 12th July 2023.

II. STATUS OF NEGOTIATIONS

5. The Promoter provided their stance on the status of negotiations with the Landowners within ‘9.8 Status of negotiations Compulsory Acquisition Schedule’, dated July 2023 and submitted at Deadline 7 [REP7-048].
6. The points below provide the Landowners’ update on the status of negotiations with the Promoter:
7. High level without prejudice Heads of Terms have been agreed in principle and solicitors have been instructed to commence with the drafting of a formal agreement. However, at the time of writing, there has been no correspondence between the parties’ legal representatives.
8. Whilst the matters outlined by the Promoter within REP7-048 are agreed without prejudice and in principal there remains fundamental points of detail relating to these points (as detailed in the Landowners’ Relevant Representation and subsequent submissions) for which agreement is not yet reached and discussions are ongoing. These include (under the same headings utilised by the Promoter within REP7-048):
 - a. Lease of the borrow pit area – three key points are to be agreed to enable the progression of any lease agreement for the borrow pit areas:
 - i. Extent of freehold acquisition – The Landowners object to the freehold acquisition of the extents of proposed Borrow Pit J as currently proposed by the Promoter. Any formal agreement would be on the basis of the freehold ownership remaining with the Landowners. This will enable the area to be farmed following its reinstatement and minimise impact on the farming operations of the Landowners.
 - ii. Specification for the backfill to Borrow Pit J – As part of ‘9.73 Applicants Comments on Other’s Responses to ExQ3’ the Promoter states decayable, Class U1A (Specification for Highway Works), material may be used for the restoration of Borrow Pit J. This is not acceptable to the Landowners as it would render the restored land unusable for farming operations and hinder its future development potential. The use of decayable material would present a long term risk of ground movement (settlement) and ground gas being generated (which could also affect existing residential dwellings in the

vicinity of the borrow pits). A suitable specification for the backfill of the borrow pits needs to be agreed as part of any formal agreement.

iii. Strategy for the excavation and restoration of Borrow Pit J – Borrow Pit J consists of four separate cells, separated by existing vegetation. The Promoter has not provided a detailed strategy for the excavation and reinstatement of the borrow pits. However, so as to ensure the largest area of best farmland is reinstated on which farming can resume, the Landowners require the cells to be fully excavated to the necessary depth in a west to east direction (from Highfield Lane towards the proposed Junction 24) and for the cells to be backfilled/restored in the reverse order (from the proposed Junction 24 towards Highfields Lane).

- b. Access tracks and rights – The Landowner objects to the granting of public access to tracks installed as part of the A12 Scheme. This is unacceptable due to the impact on farming operations, the commercial shoot and the Landowners’ residences. The landowners accept that the Promoter will require access for maintenance. However, access should be for that purpose only and the Promoter should provide for a “lift and shift” of access routes at the Landowners’ request
- c. Attenuation ponds – The Landowners require the basins to the north of the A12 to be combined and located as close to the watercourse as possible. This is to minimise the land take and impact on the farm. The Promoter has not yet accommodated this request.
- d. Transfer of land – The Landowners require the Promoter to minimise the land to be acquired on a freehold basis, in relation to both Borrow Pit J (as referred to above in 8.a.i) and the land currently proposed to be acquired to the north of the A12. The Promoter is yet to make amendments to their DCO application to reflect this fundamental point.

III. STATUS OF OBJECTION

9. As stated in Section II, negotiations are progressing on a formal agreement between the Promoter and the Landowners. However, there are a number of fundamental points still to be agreed.
10. The Landowners remain committed to continued engagement with the Promoter to seek to resolve these points and, should agreement be reached, the Landowners will notify the Examining Authority of this following the close of the Examination.
11. However, in the absence of a formal agreement with the Promoter at the close of the Examination, the Landowners' position remains that they object to the DCO application for the A12 Scheme for the reasons detailed in the Relevant Representation.