



Horsham
District
Council



GATWICK AIRPORT NORTHERN RUNWAY PROJECT

Planning Inspectorate's Reference: TR020005

Legal Partnership Authorities

Comments on The Applicant's Response To The ExA's Written Questions (ExQ1)

Response to [\[REP3-087\]](#) | Compulsory Acquisition and Temporary Possession

DEADLINE 4: 15 May 2024

Crawley Borough Council (GATW-AFP107)

Horsham District Council (20044739)

Mid Sussex District Council (20044737)

West Sussex County Council (20044715)

Reigate and Banstead Borough Council (20044474)

Surrey County Council (20044665)

East Sussex County Council (20044514)

Tandridge District Council (GATW-S57419)

Legal Partnership Authorities' Comments on the Applicant's Responses To The ExA's Written Questions (ExQ1)

Response to [\[REP3-087\]](#) | Compulsory Acquisition and Temporary Possession

The Legal Partnership Authorities are comprised of the following host and neighbouring Authorities who are jointly represented by Michael Bedford KC and Sharpe Pritchard LLP for the purposes of the Examination:

- Crawley Borough Council
- Horsham District Council
- Mid Sussex District Council
- West Sussex County Council
- Reigate and Banstead Borough Council
- Surrey County Council
- East Sussex County Council; and
- Tandridge District Council.

In these submissions, the Legal Partnership Authorities may be referred to as the “*Legal Partnership Authorities*”, the “*Authorities*”, the “*Joint Local Authorities (JLAs)*” or the “*Councils*”. Please note that Mole Valley District Council are also part of the Legal Partnership Authorities for some parts of the Examination (namely, those aspects relating to legal agreements entered into between the Applicant and any of the Legal Partnership Authorities).

Introduction

1. The Legal Partnership Authorities have now had the opportunity to review the Applicant's responses to ExQ1 in conjunction with their specialist consultants and legal advisors.
2. The Applicant provided their response to ExQ1 in the form of 19 separate written submissions to the examination together with annexes. For the ExA's ease of review, the Legal Partnership Authorities set out their comments on the Applicants responses in the final column of the table below.
3. Where the Legal Partnership Authorities have decided not to comment on one of the Applicant's responses, this question has been deleted from the table below.
4. For the avoidance of doubt, where the Legal Partnership Authorities have decided not to comment on one of the Applicant's responses this should not be taken to indicate that the Legal Partnership Authorities agree with the response.

ExQ1		Question to:	Question and Applicant's Answer	Legal Partnership Authorities Response
COMPULSORY ACQUISITION AND TEMPORARY POSSESSION				
CA.1.8	The Applicant	<p>Reasonable Alternatives to Compulsory Acquisition</p> <p>Paragraph 25 of the CA Guidance states that applicants should seek to acquire land by negotiation wherever practicable. As a general rule, authority to acquire land compulsorily should only be sought as part of an order granting development consent if attempts to acquire by agreement fail.</p> <p>a) Please demonstrate the Applicant's compliance with this aspect of the CA Guidance.</p> <p>b) Has the Applicant offered full access to alternative dispute resolution techniques for those with concerns about the CA of their land or considered other means of involving those affected?</p>		
		<p>a) The Statement of Reasons [AS-008], paragraphs 8.1.1 to 8.1.3 details the Applicant's approach to negotiations with particular landowners, occupiers or statutory undertakers, this approach is in accordance with paragraph 25 of the CA Guidance.</p>	<p>a) The highway authorities (Surrey CC and West Sussex CC) wish to answer this point in respect of the proposed Compulsory Acquisition (CA) of Highway Land.</p> <p>SCC and WSCC have vested in them by operation of law under the Highways Act 1980, sufficient legal interest in land which is subject to highway rights, to enable them to discharge their highways functions. Some of the areas of land which are the subject of CA in the order are</p>	

		<p>The Applicant either has control of or has entered into voluntary agreements or documentation is in an agreed form awaiting signature/completion for 94.3% of land area over which compulsory acquisition powers are sought.</p> <p>For the remaining Affected Land, the Applicant has offered to enter into negotiations by engaging with and issuing draft heads of terms for the acquisition of land and rights from the owners of Affected Land. As a result, the Applicant is in active negotiations with all owners of Affected Land. The Applicant has agreed negotiated terms with 5 owners of Affected Land and aims to secure more negotiated settlements by the end of Examination. The Applicant remains optimistic that they can acquire more of the required land and rights by negotiation without the need to exercise the Compulsory Acquisition powers sought within the dDCO (Doc Ref. 2.1 v6).</p> <p>b) The Applicant is in active negotiations with the remaining 5.7% of owners of Affected Land. Terms have been issued to these Affected owners, within which the Applicant is offering to meet the reasonable and proper costs of independent third party professional advice being sought to reach a voluntary agreement. The Applicant does not consider there to be a ‘dispute’ of the nature which would lend itself to ADR at this stage but will remain open to it if</p>	<p>parcels of land over which those respective Highway Authorities have legal interests and highway responsibilities.</p> <p>In some instances, it appears that GAL’s proposals are to carry out works of alteration or improvement to existing highways and, at the end of the exercise, the highway will not be stopped up and it will remain subject to highway rights. An example is the A23 Brighton Road feeding northwards into the Longbridge roundabout. By way of example, among other areas of adjacent highway land, Plot 1/014 is part of the carriageway of the A23 Brighton Road. It is shown on Inset Sheet 1 of the land plans [AS-015]. Plot 1/014 is just to the right of the centre of the roundabout.</p> <p>In Part 1 of the Book of Reference [AS-010] (see page 26), Plot 1/014 is shown as being subject to permanent acquisition. The subsoil of the plot is shown as being owned by Surrey County Council and Reigate and Banstead Borough Council, and Surrey County Council, as local highway authority, is shown as the occupier.</p> <p>On sheet 2 of the Works Plans [REP3-011], Plot 1/014 is within the Works Area Limit for Work No. 37, which is described in Schedule 1 to the DCO [REP3-006] as works associated with the Longbridge Roundabout junction improvements. It includes (paragraph (b)) the widening and realignment of the A23 Brighton Road. At the completion of the works, the land will remain as part of the highway. It is not intended to be stopped up so as to remove highway rights, and it is not intended, so far as the Councils are aware, for the Applicant to retain permanent control of the highway surface.</p> <p>As things stand, the Authorities are not clear from what is in the Applicant's material, why there is a need for CA of that plot, or of any similar local highway plots which are shown as being subject to CA in similar circumstances.</p>
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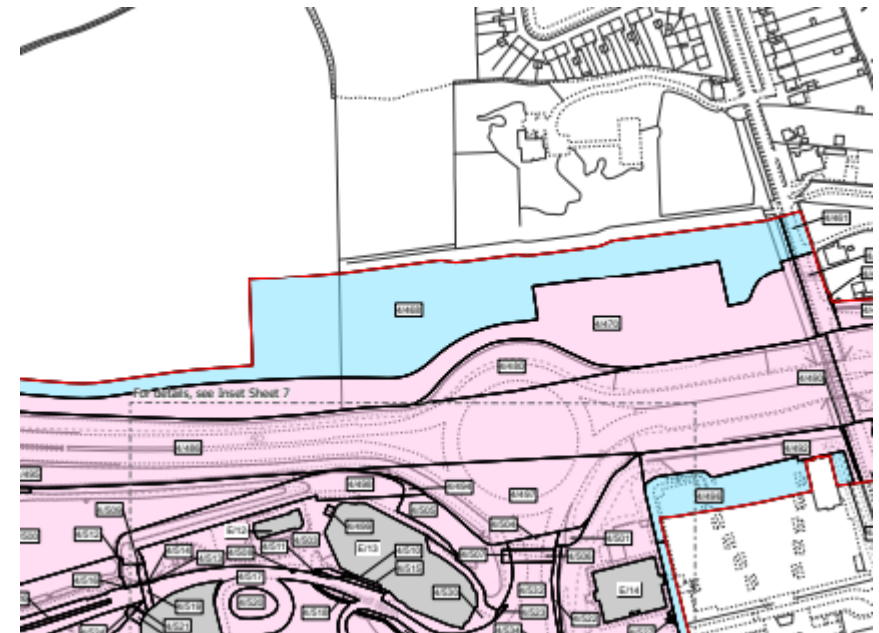
		<p>circumstances change and may, through ongoing negotiations, offer ADR to Affected parties and their representatives.</p>	<p>The Authorities have noted from the Applicant’s Statement of Reasons [AS-008] under the heading “Proportionate” the applicant states:</p> <p><i>“Steps have been taken to ensure that the land and interests proposed to be acquired are proportionate. Noting that GAL owns the freehold of most of the land required, GAL has sought to take powers of rights over land rather than the compulsory acquisition of the freehold in certain instances (as shown shaded blue on the Land Plans (Doc Ref. 4.2)) and has not sought powers over certain plots where it would not be proportionate to do so (as shown shaded grey on the Land Plans (Doc Ref. 4.2)).</i></p> <p><i>For example, for certain plots GAL has sufficient certainty that the land is not required permanently and has therefore only sought powers to compulsorily acquire permanent rights and temporary possession powers. This is mainly the case for land which is required for planting and GAL needs to obtain rights to maintain the planting but does not need to hold the freehold to do so.”</i></p> <p>When considering this evaluation of proportionality in relation to Highway Land, the Legal Partnership Authorities do not understand why it could be considered proportionate for the Applicant to be exercising powers of CA and permanent acquisition, as opposed to reaching an accommodation with the highway authorities (via highways agreements such as Section 278 Agreements) to enable the relevant highway improvements to be carried out without the need for CA.</p> <p>The Authorities consider that this issue is eminently capable of resolution (by negotiation), so at this stage, it is not a fundamental point that is a major concern. However, the Authorities do take the position that since CA should be the last resort, and since they have not seen an adequate explanation</p>
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			<p>for the Applicant's approach, at the moment, they are not persuaded that that part of the tests are met in relation to the taking of Highway Plots.</p> <p>The Authorities have noted that paragraph 18(3) of Schedule 9 to the draft DCO (protective provisions for National Highways), says that the undertaker may not exercise CA powers, acquire new rights or seek to impose or extinguish any restrictive covenants over any of the strategic network except with the consent of National Highways. The Authorities consider that if the powers of CA are to remain over any local highway land which is not intended to be stopped up under the DCO, then similar provisions should be put in place for the local highway authorities. Otherwise, the powers over such highway land should either be removed in their entirety or limited to powers of temporary possession.</p>
<p>CA.1.11</p>	<p>The Applicant</p>	<p>Whether a Compelling Case in the Public Interest Exists</p> <p>The SoR, section 6.2 [AS-008], sets out the Applicant's compelling case in the public interest for the proposed CA. Paragraph 6.2.48 asserts that the public benefits of the scheme would outweigh the adverse impacts on the interests of those who would be affected by the proposed use of CA powers.</p> <p>a) What assessment, if any, has been made of the effect upon individual Affected Persons and Response to the Examining Authority's Written Questions (ExQ1) – Compulsory Acquisition and Temporary Possession Page 14 Our northern runway: making best use of Gatwick their private loss that would result from the exercise of CA powers in each case?</p>	

		<p>b) What is the clear evidence that the public benefit would outweigh the private loss and how has that balancing exercise between public benefit and private loss been carried out?</p>	
		<p>a. As the Applicant has developed the Scheme proposals it has considered the private loss that would result for individual Affected Persons in the event that land outwith its own ownership is required. This private loss is drastically reduced by the majority of the development being carried out on the airport or SRN which are owned by the Applicant and National Highways respectively. For those areas where the Applicant is required to rely on third party land, the Applicant has assessed the private loss through engagement with Affected Persons and consideration of the current uses of the land. Notably, the scheme does not seek to acquire any residential properties (albeit a couple of plots are within the titles of those residential properties, see the response to CA.1.15). The Applicant has also considered any private loss that could occur to commercial operators noting that there are a significant number of commercial operators within the airport itself. Where the Applicant has considered that it can find an alternative to relying on interests in that land it has not sought compulsory acquisition or temporary possession powers over that land: this land is shown outside of the Order Limits and as greyed out plots on the Land Plans [AS-015]. Overall and in this context, the significant public benefits resulting from the Project would clearly outweigh any private losses.</p> <p>b. The public benefit of the Project is set out in the Needs Case [APP-250] and the Planning Statement [APP-245].</p>	<p><u>The Authorities’ general point regarding the compelling case in the public interest</u></p> <p>As a general point, the Authorities note that the “compelling case in the public interest” test, which the Applicant needs to meet, engages with the wider merits arguments in relation to the NRP as a whole as being discussed at the Examination. That is to say that if the ExA is not persuaded of the wider merits of the NRP as a matter of the overall planning balance, it is unlikely to be satisfied that the Applicant has demonstrated that there is a compelling case in the public interest to take private land and to interfere with private rights in order to deliver such a project.</p> <p>The Authorities are not yet persuaded of this wider case and so – when considering the case for compulsory acquisition (“CA”) where some of the local authorities have land interests which are affected – their general position on the merits carries across as a relevant factor in the question of whether CA powers are justified.</p> <p><u>Specific example regarding the compelling case in the public interest</u></p> <p>This example relates to Bayhorne Farm. Representations have been made on this subject on behalf of Surrey County Council (“SCC”), as landowner of part of the site, as well as local authority. Reigate and Banstead Borough Council (“RBBC”) are also interested in this site as local planning authority and (through a council owned company, Greensand Holding Ltd) landowner of part of the site.</p>

The balancing exercise has been carried out in accordance with paragraphs 8 to 10 of the CA Guidance as set out in section 6.2 of the Statement of Reasons [AS-008].

Bayhorne Farm is located on land to the immediate north of the southern terminal roundabout as shown in the land plans in [\[AS-015\]](#) sheet four of seven (see extract below).



The Authorities' concerns relate to the Horley Business Park: an allocation in the adopted Reigate and Banstead Development Management plan. The business park is in three plots, each owned by different bodies including SCC, RBBC (through the Council owned company Greensand Holding Ltd) and Sackville UK Property Select IV (GP) No.1 Limited (a subsidiary of Columbia Threadneedle Investments).

			<p>A plan showing the separate ownerships is included in the Bayhorne Farm Masterplan (Appendix C) on page 7.</p> <p>Whilst the Horley Business Park is an allocated site in RBBC's DMP policy HOR9, it has had a number of challenges in terms of planning constraints, and the policy allocation provides a vehicle for meeting those challenges. In particular there are potential issues with highways access. At the time of the DMP examination, concerns were raised both by National Highways about deliverability of the site and by Gatwick Airport, about deliverability and how the constraints could be overcome. However, the inspector, having carefully considered all of that, concluded that there was a way forward and that the allocation was justified. Furthermore, the Inspector made various modifications to the policy as a consequence. Relevant extracts from the report are at Appendix B.</p> <p>Partly due to the pandemic and partly due to other factors, SCC and RBBC and their development partner have not yet come forward with a planning application, but they are working on a masterplan in order to deliver the allocation which is provided at Appendix C.</p> <p>It follows that from a planning perspective, as opposed to a landowner perspective, it is quite clearly part of the settled development plan strategy for the Reigate and Banstead area to see this allocation come forward. Indeed, the Local Plan inspector specifically recognised that part of the site's function is not merely meeting employment needs for Reigate and Banstead, but also to serve a part in meeting needs for Crawley immediately to the south. As such, the allocation serves an important function in planning terms, and it is right and proper that it should come forward and that it should not be frustrated or impeded by a subsequent development.</p>
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			<p>From the landowner perspective, there may be a commercial element to these discussions but it is clear that if GAL – as a private land owner – were to acquire the land to the immediate north of the roundabout without constraint via CA, they would be in a position where they could inhibit the Horley Business park from coming forward because the plots in question (4/470 and 4/480 in respect of CA and 4/468 in respect of TP and acquisition of rights) are a necessary part of the only means of accessing the Business Park site. SCC and RBBC consider there to be an absolute need to ensure that this DCO would not frustrate the delivery of the allocation, by ensuring that there is no question of ransom. The Authorities note that similar concerns were raised by other landowners as regards strips of land subject to CA which also have the potential to create ransom strips. It is also not clear why permanent CA (rather than temporary possession) is required if the land is only to be used for a construction site.</p> <p>SCC are concerned that the reason for retaining the freehold of the site may be that it is proposed that part of it be used for the relocation of a balancing or attenuation pond (together with access), associated with National Highways infrastructure. SCC have discussed this with the Applicant, and have requested that the Applicant consider alternative locations for the pond either elsewhere in the Applicant’s existing ownership or in the northern part of the Bayhorne Farm site, where there is more limited potential for development due to it being in a Zone 2 Flood area. As it stands, SCC is not convinced that these options have been investigated in full or explored with National Highways and therefore is not convinced there is a compelling case for the freehold to be acquired.</p> <p>In addition, SCC and RBBC understand that the Applicant’s intention is to take part of the land to the north of the roundabout as a construction compound from 2027 through to 2032. This would cast a shadow from now</p>
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			<p>until 2032, meaning the impact of the acquisition of the land and rights would last longer than the 5 years during which the land would be used. At the moment, there are no proposals from the Applicant that would enable the construction of the business park and the construction of NRP to take place in tandem.</p> <p>There are no proposals to safeguard delivering and access to the business park in the event that the DCO application is approved, and the works are then constructed. As such, the concerns that SCC and RBBC have – albeit that there has been some dialogue with the applicant about this – are that no arrangements have been put forward which achieve at least the following two things:</p> <ul style="list-style-type: none"> • First, in the short term, that the construction period and the use of the construction compound does not inhibit the delivery of the business park were it come forward in the period up to 2032; and • Secondly, that the NRP works do not preclude the provision of a permanent access into the site. <p>It is likely, but not yet confirmed, that were the Business Park to come forward, appropriate access to it would be from a new fourth arm from the revised Gatwick Spur Southern Terminal roundabout.</p> <p>For the reasons set out above, SCC and RBBC consider it to be imperative that the DCO does not frustrate or inhibit the delivery of the strategic employment allocation recognised in the development Plan, and therefore, arrangements need to be made to ensure that any such frustration or inhibition will not occur, either through the inclusion of physical works or through land ownership control, or both. The Councils expect that the Applicant will engage with them to ensure an arrangement can be made by agreement, otherwise they will come forward with suggestions for changes</p>
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			to the DCO or control documents at a later stage. As a starting point, the Applicant should reconsider the need for CA of a site that is only required for construction purposes, if that is the case.
CA.1.17	Statutory Undertakers	<p>Acquisition of Statutory Undertakers’ Land</p> <p>The SoR, paragraph 8.2.5 [AS-008], states that adequate protection for statutory undertakers will be included within protective provisions in the DCO. GAL therefore considers that statutory undertakers will not suffer serious detriment to the carrying on of the undertaking as a result of the CA of land or rights over land or powers of TP.</p> <p>For those statutory undertakers who have been sent the draft protective provisions but have not confirmed agreement, please explain for each one why these protective provisions are considered to provide adequate protection and why GAL considers that the land and rights can be acquired without serious detriment to the carrying on of the undertaking.</p>	While the Authorities are not “statutory undertakers”, they note that National Highways benefit from protective provisions in the draft DCO, including one which states (amongst other things) that no strategic road network land will be compulsorily acquired without the agreement of National Highways (see paragraph 18(3) of Schedule 9). If agreement is not reached with the Applicant on the local highway land issue summarised at CA.1.8, then similar protective provisions should be put in place for the local highway authorities.
		<p>Schedule 9 of the draft DCO (Doc Ref 2.1 v6) includes provisions for the protection of electricity, gas, water and sewerage undertakers (Part 1) and provisions for the protection of operators of electronic communications code networks (Part</p>	

		<p>2).</p> <p>These provisions provide adequate protection for statutory undertakers to ensure that the powers over land that have been sought by the Applicant can be used without serious detriment to the carrying on of the undertaking.</p> <p>The provisions include the following protections:</p> <ul style="list-style-type: none"> • Where a public right of way is stopped up in accordance with article 15 of the draft DCO and a utility undertaker has rights or apparatus in, under, over, or on the land affected, the undertaker must ensure that the utility undertaker enjoys the same powers and rights in respect of that apparatus as they did before the right of way was stopped up (Part 1, paragraph 4(1)). • Where a street is temporary closed under article 14, a utility undertaker retains the right to access such street at all times to do any works necessary to maintain any apparatus within that street (Part 1, paragraph 4(2)). • In carrying out protective works to buildings under article 23, the undertaker must not obstruct or make access to any apparatus any less convenient (Part 1, 	
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		<p>paragraph 5).</p> <ul style="list-style-type: none"> • The undertaker is not permitted to acquire any apparatus except by agreement (Part 1, paragraph 6). • If the undertaker acquires any interest in land or requires that the utility undertaker's apparatus is relocated or diverted, the undertaker must follow the process of consultation and approval in paragraphs 7 and 8 and the apparatus must not be removed and the utility undertaker's right to maintain that apparatus in the land must not be extinguished until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the utility undertaker. • In respect of apparatus which is not required to be removed but which may be near or affected by works carried out, the undertaker must follow the process of consultation and approval set out in paragraph 9. • The undertaker indemnifies the utility undertakers for expenses related to following the processes in this Part and the cost of making good any damage to any apparatus, alternative apparatus or property of the utility undertaker or in restoring supply to any interrupted service where such damage or interruption is caused by 	
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		<p>reason of construction under paragraph 10 and 11.</p> <ul style="list-style-type: none"> • The undertaker must use best endeavours to co-ordinate the execution of works relating to the removal of apparatus or protection or alteration of apparatus in the interests of safety and the efficient and economic execution of the authorised development, and take into account the need to ensure the safe and efficient operation of the utility undertaker's undertaking under paragraph 11. • Similar provisions are included in relation to operators of electronic communications code networks in Part 2 of Schedule 9. <p>These provisions protect any statutory undertaker that has assets or rights that may be affected by the delivery of the Project. The Land Rights Tracker lists the plots over which each statutory undertaker has land rights or ownership and the status of negotiations with each party about the required protection. For those shown as not having responded, the Applicant is comfortable that the standard provisions provide adequate protection to the assets and rights held by the statutory undertaker so as to ensure that no detriment is caused to the statutory undertaker's ability to carry out its function as a result of the Project. A number of statutory undertakers have sought</p>	
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		<p>bespoke protective provisions to align with their internal processes or because specific protections are needed due to the nature of the Project (e.g. Network Rail). The Applicant does not consider that any of the statutory undertakers who have not responded require bespoke protective provisions considering their assets and interests affected by the Project.</p>	
CA.1.37	The Applicant	<p>Other Matters</p> <p>Article (Art.). 40 (Special category land) of the dDCO [REP1-004] refers to an Open Space Management Plan.</p> <p>Please signpost the location of this plan and how it is to be secured?</p>	
		<p>The document referenced – which as of version 6.0 of the dDCO submitted at Deadline 3 (Doc Ref. 2.1 v6) is called an 'Open Space Delivery Plan' – is to be submitted pursuant to Article 40 and will therefore be prepared by the undertaker post-consent before acquiring the special category land referred to in the article.</p> <p>Article 40 of the dDCO provides that, prior to the special category land identified in Part 1 of Schedule 10 to the dDCO vesting in the undertaker, the undertaker must have <i>inter alia</i> submitted an Open Space Delivery Plan for approval to CBC (in</p>	<p>The Authorities accept as a point of principle that the Applicant can acquire open space prior to delivering replacement open space land; however, as previously mentioned, the Authorities are concerned about the potential gap in time between the taking of the open space and the delivery of the replacement land. (See for example row 37 of Appendix M of the West Sussex LIR [REP1-039]).</p> <p>In paragraph 5.1 of the Authorities' document "Compulsory Acquisition Hearing 1 Post-Hearing Submission", (which is being submitted at Deadline 4), the Authorities' concerns in respect of Riverside Gardens Park and Church Meadow are set out. Riverside Gardens Park and</p>

		<p>consultation with RBBC and MVDC). As per article 40(2), the Open Space Delivery Plan submitted must include a timetable for (a) the submission of a Landscape and Ecology Management Plan pursuant to Requirement 8 in Schedule 2 to the DCO in respect of the replacement open space and (b) the laying out of the replacement open space.</p>	<p>Church Meadow are in the vicinity of the Longbridge roundabout and the Brighton Road (A23). The Applicant proposes to acquire some of the land which is currently designated Open Space Land, and there are also powers to acquire rights over some of it. The open space land to be acquired is proposed to be replaced by replacement open space land, some of which (Plot 1/13) is in the vicinity of Church Meadow and the rest (plots 1/200, 1/220, 1/289, 1/290A and 1/292) is beyond the southern end of Riverside Gardens Park. The replacement land is described in Part 2 of Schedule 10 to the DCO. The Authorities note from the Applicant's remarks at CAH1 that the Applicant is in the process of preparing a note on open space provisions and how the arrangements for replacement open space are intended to work. In particular, the Applicant indicated at CAH1 that some of the open space land to be acquired is to be redesignated so that it will fall within section 131(5) of the Planning Act 2008 rather than under section 131(4). The Authorities understand that this will mean that some of the land to be taken will not be replaced, because the area to be taken falls below the relevant size threshold. In turn, the Applicant says that Schedule 10 to the DCO will be changed at D4.</p> <p>Notwithstanding the forthcoming note, the Authorities and Applicant remain in dialogue regarding how the gap in time between the acquisition of the open space land and its replacement is to be managed so that it does not unduly deprive the public of the benefit of the enjoyment of the open space.</p> <p>Regarding the proposed delivery plan, please see row 69 of the</p>
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			<p>Authorities’ “Response to the Applicant’s Schedule of Changes [REP3-005]” which is being submitted at Deadline 4. Row 69 sets out the Authorities’ suggested amendments to article 40, as drafted in the dDCO submitted at Deadline 3. [REP3-006].</p>
<p>1CA.1.44</p>	<p>The Applicant</p>	<p>Objections to Compulsory Acquisition and Temporary Possession Powers</p> <p>Noting the concerns raised by SCC in its WR [REP1-096] in respect of the loss of land associated with Gatwick Dairy Farm, please confirm when the replacement planting in Work No. 40 is to be delivered?</p> <p>Prior to the delivery of the Longbridge Roundabout replacement open space area (including the replacement planting), the land is to function as the Longbridge Roundabout contractor compound, as shown on ES Figure 5.2.f [AS-133] and described in the Code of Construction Practice [REP1-021] and ES Chapter 5: Project Description [REP1-016]. The use of this land as the Longbridge Roundabout contractor compound followed by the delivery of the Longbridge Roundabout replacement open space area is set out within ES</p>	<p>The Authorities will review and comment on the paper on Open Space provision that GAL referenced at the CAH and propose to submit at deadline 4.</p>

		<p>Appendix 5.3.3: Indicative Construction Sequencing [REP2-016] to be carried out between 2028 to 2031.</p> <p>Under Article 40 of the Draft DCO (Doc Ref. 2.1 v6), the Open Space Delivery Plan must include a timetable for the laying out of the replacement land as open space, as shown on the Special Category Land Plans (Doc Ref. 4.4 v3). This will confirm the precise delivery timescales for the Longbridge Roundabout replacement open space. The Open Space Delivery Plan is to be submitted to Crawley Borough Council for approval, in consultation with Reigate and Banstead Borough Council and Mole Valley District Council.</p> <p>As an aside, Surrey County Council (as landowner) in its Written Representations [REP1-096] make reference to 2ha of replacement planting, however the correct extent is 0.52ha as defined in Work No. 40(b) and described in the Project Description (para 5.2.197).</p>	
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