

# **Land to the West Side of Newport Road, Woburn Sands, Milton Keynes**

**Proof of Evidence of James Dewey MRICS of  
Gateley Hamer  
1 Paternoster Square  
London  
EC4M 7DX**

**On behalf of  
Swan Hill Homes Limited  
Coln Park  
Claydon Pike  
Lechdale  
GL7 3DT**

**Topics Covered –Alternative proposals for Plot 1128**

## **Introduction**

- 1.1 My name is James Alan Dewey, I hold a BSc Honours Degree from Northumbria University at Newcastle in Urban Property Surveying. I am a member of the Royal Institution of Chartered Surveyors. I am a Director, and head of Compulsory Purchase and Compensation, at Gateley Hamer. I have been in practice for over 15 years, the first 2 years of which I was employed by Leeds City Council and the remainder with private practice firms including Drivers Jonas (now Deloitte), DTZ (now Cushman and Wakefield) and most recently Gateley Hamer. During my career I have specialised in the field of compulsory purchase and compensation.
- 1.2 I have been responsible for advising parties affected by compulsory purchase orders, and I have negotiated and settled compensation payable on behalf of both acquiring authorities and claimants. I have also advised a number of bodies with compulsory purchase powers, including developers and local councils, in connection with a wide range of schemes.

## **Background**

- 1.3 Gateley Hamer are instructed to act on behalf of Swan Hill Homes Limited, Coln Park, Claydon Pike, Lechdale, GL7 3DT (the Client) who own the Freehold title in the land known West Side of Newport Road, Woburn Sands, Milton Keynes, title number BM371170 (the Site). Part of the site has been identified under plot 1128 in the Network Rail (East West Rail Bicester to Bedford Improvements) Order' 27 July 2018 (the Order) as subject to compulsory acquisition for the temporary use of the land.
- 1.4 The Site forms land which is being promoted for residential development and to this end the Client has entered into an option agreement to sell the land to Linden Homes.
- 1.5 Network Rail require temporary possession of land, in my Clients ownership, to provide construction access to the Scheme.
- 1.6 An Objection to the Order was submitted on 6th September 2018 and a subsequent Statement of Case submitted on 19 October 2018.

### **Negotiations with Network Rail**

- 1.7 Since the submission of the Objection and Statement of Case negotiations have been held between the Client and Network Rail with a view to reaching an agreement which will avoid the need for the use of compulsory purchase powers.
- 1.8 Whilst negotiations are progressing no agreement has been reached and the Client has no certainty that the proposals being discussed will be formally agreed.
- 1.9 Attached at Appendix 1 is the Statement of Case submitted and the points raised still stand. I do not intend to revisit these points in this proof.

### **Current Position**

- 1.10 Attached at Appendix 2 is a letter from Network Rail which confirms that the proposal for an alternative access route, which has less impact on my Clients land, is viable and revised plans are being produced.
- 1.11 In addition to confirmation of the design and location of the road a number of issues need to be resolved in relation to the timing of construction, the period of temporary possession, delivery of the road and working arrangements during its construction and use.
- 1.12 These are all issues that are capable of being resolved and we are working with Network Rail to reach an agreement.

### **The Order**

- 1.13 In order for the Order to be confirmed the Secretary of State needs to be confident that there is no alternative to the use of compulsory purchase powers and that there is a clear justification for acquiring the land within the Order.
- 1.14 Network Rail have agreed that an alternative location for Plot 1128, which is within my Clients ownership, and is of less impact to my Clients retained land, is a viable option.
- 1.15 On this basis the temporary acquisition of Plot 1128, as currently shown in the Order, is not justified, due to the presence of a viable alternative. Furthermore, my client is willing to enter into an agreement based on the alternative location which will avoid the use of Compulsory Purchase powers.

- 1.16 On this basis the Order should not be confirmed until an agreement over the alternative route is formulised with Network Rail or alternatively the Order should be amended to take account of the proposed changes.

A handwritten signature in black ink, appearing to read 'J. Dewey', written in a cursive style.

**JAMES DEWEY MRICS**

9 January 2019