# EXHIBIT LIST

Reference No: HOC/00052  
Petitioner: John Stanley Prince  
Published to Collaboration Area: Friday 01-Jun-2018

<table>
<thead>
<tr>
<th>No</th>
<th>Exhibit Name</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A146 Exhibits.pdf (A146)</td>
<td>2 - 17</td>
</tr>
</tbody>
</table>
HIGH SPEED RAIL (LONDON – WEST MIDLANDS) BILL

PARLIAMENTARY PETITION

P2A-000052 – Mr J S Prince

Presented by

Charles Roger Bedson BSc MRICS FAAV
HIGH SPEED RAIL (WEST MIDLANDS-CREWE) BILL

Please find set out herewith our Parliamentary Petition in respect to Mr John Stanley Prince of Echills Farm, Rugeley Road, Burton on Trent, Staffordshire DE13 7JG.

1. Background

1.1 Mr Prince is a tenant of a 297 acre farm known as Echills Farm. Plans are attached at Appendices A and B being construction plan CT-05-203 and post scheme plan CT-06-203 respectively.

1.2 The farm concentrates on arable cropping and growing high quality vegetables on contract under contract farming arrangements.

1.3 The main farmstead lies to the south of the A513 Rugeley Road. In addition, a further 100 acres are rented to the north of the A513, totalling around 400 acres.

1.4 In addition to growing vegetables and arable crops the farm has a very successful poultry and pigeon feed business supplying specialist bird feed with clients coming from around the Midlands and from Wales. The farm shop employs five people.

1.5 There is also a DIY livery business which is expanding to 20 horses.

1.6 In the 1980s the farm was the subject of a high spec. drainage regime instigated by the Coal Authority. The influence of the Lea Hall Colliery had caused some ground settlement so dykes were also constructed and the ground was the subject of a comprehensive drainage scheme.

1.7 The dykes now act as a reservoir and are able to be pumped out or left to fill depending on weather conditions. They are used as a source of irrigation for the farm to supply water to the growing crops, notably the parsnips and potatoes.

1.8 Being of a light sandy loam, the ground is ideal for early potatoes, parsnips and other root vegetables.

1.9 The initial plans showing the HS2 route gave the farm manageable options but the addition (without any notification) of a borrow pit in July 2017 has a massive impact on the farm.

2. Engagement with HS2

2.1 Once again engagement with HS2 has been woeful which is disappointing given the impact of the scheme on the farm. It can be catalogued as:

- 5 May 2016 – meeting with Peter Williams of Reading Agricultural Consultants to go through the impact on the farm. At this stage though there was no level of design, it was simply a line on a plan. Difficult them to know precisely what the impact would be. No hint of a borrow pit or pre-cast concrete yards etc.
- November 2016 - written responses made to the draft Environmental Impact Assessment. Still no hint of a borrow pit.

- Meeting sought with engineers and Land and Property team throughout early 2017 but purdah periods blamed for non-engagement.


- 24 November 2017 – meeting at the farm with Connolly Meagher, Rachna Shah (HS2 Petition Management) and Anna Jones (HS2 Environmental Manager) and Stuart Richards (Halls Surveyors). Issues were raised and questions asked but apart from a ‘standard’ response, no further response received from HS2.

3. Impact on the Farm

3.1 The Borrow Pit

Your petitioner has noted the report by Tim Troman questioning the need for the borrow pit in this location. It is clear that there are three working quarries within a very short distance by road to Echills Farm and that those quarries can discharge their vehicles onto the A38 dual carriageway and then immediately onto a haul route near to Wood End Lane in Lichfield. It is then a relatively short distance along the haul route along the route of the scheme so that lorries delivering minerals to site are not unnecessarily on the public highway.

It is understood that:

- All borrow pits on the scheme reportedly save around 297,000 vehicle movements

- The three Kings Bromley pits (of which this is one) only account for an 85,000 vehicle movement saving

Hence by not using this particular borrow pit an estimated 30,000 road vehicle movements would be saved, which over a six year period would only equate to twenty per day over a 250 day year.

Your petitioner suggests it is preferable to use existing quarries where environmental mitigation already exists than to take 60 or so acres of prime agricultural land out of use.

3.1.1 It is disappointing to note that no ground investigation boreholes, trial pits etc. have yet been carried out. Your petitioner notes that there is an assumed depth for the borrow pit and whilst he requests an assurance that a borrow pit does not go ahead in this location because of the severe impact it will have on the farm, if there remains a justified need for it then an assurance is sought that it will take a smaller area of land dug to a greater depth rather than devouring 60 or so acres from the farm. Your petitioner requests that the borrow pit be retained nearer to Shaw Lane to avoid disturbance to the house, the poultry feed business and the livery yard.
3.1.2 Your petitioner also points out that the ground water table is very sensitive in the area and prior to the construction of the dykes, (see points 6a-d) the ground could easily de-water which is clearly something that needs to be avoided on a vegetable growing farm.

3.1.3 There will be issues with dust arising from the borrow pit. Dust can contaminate vegetable crops and essentially write them off. This is another reason your petitioner seeks assurance from HS2 that they do not excavate a borrow pit at this sensitive location. High value vegetable crops with contracts to supermarkets must not be interrupted.

3.1.4
- There are three major commercial sand and gravel sites already existing in close proximity.
  - The Arup report on borrow pits number C861 concludes that the majority of construction materials could be sourced from cuttings and tunnels on route.
  - HS2’s own information on borrow pits only shows an assumed extraction level of 3 or 4 metres when actual depths may be significantly more. We seek an assurance from HS2 that if they are able to justify the use of borrow pits then they will take as little land as if possible by taking the minerals out as deeply as possible and thus preserving the best and most versatile agricultural land for the farm business. It appears as though HS2 wish to take the “easy top slice” of minerals and leave the more expensive deeper minerals in situ. If they are then simply to “dump” waste or surplus material on top of the remainder reserve that will then sterilise it for the future which is contrary to the policies of the Local Authority within a minerals safeguarded area. Any minerals used must be kept to an absolute minimum.
  - There are concerns about reinstatement of land where land does not recover for many years after being disturbed, eg gas lines, UK Coal portfolio and other rail schemes.
  - The To Roman report also shows that in terms of lorry movements there is no particular saving to extracting minerals close to the scheme. Indeed, of the 3 quarries in the vicinity that could competitively supply gravels to site they can all discharge on to the A38 dual carriageway and from their along a potential haul route to serve the scheme. Vehicle movements on the road network can then be kept to a minimum.
  - Mr To Roman also makes note of the fact that there is a short fall within Staffordshire of surplus materials to fill existing commercial quarries. Any surplus from the HS2 scheme could then be taken down the existing haul roads to provide infill to the existing quarries, rather than being dumped on top of valuable natural reserves.
3.2 Temporary Possession Powers
Your petitioner requires clarity from HS2 as to how they will seek to acquire the land for the borrow pit and for their so called 'environmental mitigation measures'. Will this be by permanent acquisition or a temporary one? Your petitioner seeks assurance that the payment for compensation will be prompt (ie 30 days) which has not been the experience to date. If temporary possession taken, need assurance that if land is handed back then ongoing business losses will be paid.

3.3 Bourne Embankment Pre-Cast and Laydown Yard (see point 8 on plan CT-05-203 at Appendix A)

3.3.1 These pre-cast yards are within around twenty metres of your petitioner's garden wall. At the nearest point they are within forty metres from his house. Your petitioner seeks an assurance that they will be moved. There is a significant 'Bourne Embankment Satellite Compound' on the north eastern side of the railway embankment – point 8a. Adjoining that is the Bourne Embankment Transfer Node – point 8b. Your petitioner requests that the pre-cast and laydown yards be relocated to points 8a and 8b so that they are away from the farmhouse and the farm business. Locating them adjacent to your petitioner's home is grossly insensitive.

3.3.2 Your petitioner notes that there is a 25 metre buffer strip around the edge of the borrow pit noted in Community Area Report CA1 Fradley to Colton (1A). This buffer strip has been applied to reduce the potential impact on bat species using the woodland located to the north and west. Your petitioner wonders, in parallel, what has been applied to reduce the impact of the scheme on his family and employees living and working at Echills Farm. A higher priority should be given to your petitioner than to the potential impact on some bats. Indeed, there have been dozens of wildlife surveys on the farm to look at the 'potential' impact on wildlife but only two visits to Echills Farm.

3.4 At point 2 on CT-05-203 there is a carp fishing lake. This seems to have disappeared under the scheme as land potentially required during construction. Your petitioner requests it be avoided and the lake left in situ.

3.5 At point 3 on plan CT-05-203 the farm driveway is shown coloured pink and also two further areas numbered 4 showing land immediately to the rear of and through the middle of the farmyard as potentially required during construction. Your petitioner seeks an assurance from HS2 they will not use the farm drive as it is the main route to and from the farm, for the equestrian business and those visiting the farm to use the shop. Indeed, part way down the drive at point 3a there is a pigeon release area which will no doubt have to be relocated. The farm shop is of national acclaim.

3.6 On the post-scheme plan CT-06-203 at Appendix B points 5, 5a and 5b are noted. Point 5 shows the extent of the structural embankment for the railway line and your petitioner seeks an assurance that the land take will be kept to this limit and not extended with the use of landscape earthworks and landscape mitigation planting (scrub/woodland) and the further imposition of woodland habitat creation areas. It is apparent there is no significant woodland on this farm that is being destroyed by HS2 nor for quite some distance in either direction.
Your petitioner has requested information from HS2’s ecology teams on numerous occasions to justify the planting of woodland in this area but has received no response. Your petitioner requests an assurance that the 8.6 or so acres at point 5a and the 7.4 or so acres at point 5b (total 16 acres) will be returned to agricultural production post-scheme. To date your petitioner has no information as to how these areas will be maintained post-scheme, who will be liable for them and who will pay for them.

3.7 An area of wetland habitat creation is noted at point 14 on CT-06-203 at Appendix B. Again, your petitioner has received no justification for this and he wonders who will manage and maintain it, and what impact it will have on the farm’s sensitive drainage system. He can see no wetland habitat that is being destroyed in the area and so cannot see a justification for one being created here. Your petitioner requests information as to how the wetland would be created. Would it be done by stopping up drains? In this case it would have a knock on effect on adjoining land. An assurance is requested that it be removed.

3.8 Also at point 14 the farm drive and Shaw Lane itself has been designed in a rather ‘land hungry’ fashion. What is believed to be a better solution is highlighted in orange, which saves around two and a half acres of farmland. Once again, this mitigation would also save taxpayers’ money.

3.9 Referring to plan CT-05-203 at Appendix A point 6:

At point 6 ‘Rookery Lodge’ there is an important pump house which pertains to the drainage channel running through points 6a, 6b, 6c, 6d etc. This is the main drainage dyke for the farm and culminates in a wide dyke between points 6a, 6b and 6c which also acts as a farm reservoir. The pumps located at point 6 carry two large diameter pipes to take water from the dyke in periods of wet weather to be pumped into the former minerals workings to the north east of Rookery Lodge. If those pumps fail the land will flood. If the pumps are left on the land de-waters. Your petitioner requests that the ground water table be left as it is and not interfered with. Your petitioner requests this land be removed from the ‘land potentially required during construction’ and left alone. De-watering could cause subsidence of buildings.

3.10 Information has been requested from HS2 in the past regarding noise and noise mitigation but with no significant response. Your petitioner requests noise insulation during construction around the farmhouse, particularly if the Committee do not seek the removal of the pre-cast yards. Post-scheme your petitioner requires an assurance that noise mitigation measures be implemented on the viaduct to the highest level being used elsewhere on the scheme.

3.11 At point 13 on plan CT-05-203 the River Trent Satellite Compound is located in a hugely insensitive position. It carves up a good and usable field into small and useless triangles at points 13a, 13b and 13c. Your petitioner requests that the compound be moved, preferably to point 13c so as to reduce the impact on land available to farm. Again this will mitigate compensation and save taxpayers’ money.
4. A copy of the assurances given to the NFU is attached at Appendix C, and an assurance is requested that these will be applied to your petitioner in this case.

5. Request assurance that HS2 will meet the reasonable cost of this petition and for your petitioners’ advisor to attend the committee hearing. Petitioner has tried for eighteen months (since initial draft EIA deposit) to meet with HS2 to seek to mitigate the impact of the scheme on their property. Your petitioner believes had HS2 engaged more meaningfully then the petition would not have been necessary.

6. Your petitioner commends these points to the Committee to seek to mitigate to some degree the impact of the scheme on his home and business.
HIGH SPEED RAIL (WEST MIDLANDS – CREWE) BILL – HOUSE OF COMMONS SELECT COMMITTEE: THE NATIONAL FARMERS UNION

Part A – Assurances specific to NFU

Assurance No.1 – Agricultural liaison service

1.1. The Secretary of State will require the Nominated Undertaker to ensure that there is an agricultural liaison service providing individuals experienced in agricultural matters in place and contactable by telephone 24 hours a day, 7 days per week, during the construction of HS2 works on agricultural land.

1.2. The Secretary of State will require that the Nominated Undertaker will:

   1.2.1. Provide the name and contact details of the agricultural liaison service provider(s) (and any replacement) to the NFU before he or she takes up his or her post;

   1.2.2. Arrange meetings between the agricultural liaison service provider(s) and the NFU on a regular basis, and at least every three months to discuss the activities of the agricultural liaison service provider.

Assurance No.2 – Prompt payment of compensation

2.1. The Secretary of State will, in line with wider Government policies, require the Nominated Undertaker to pay promptly compensation that has been agreed or determined by the Upper Tribunal of the Lands Chamber to be payable to a claimant under the Bill in respect of the compulsory acquisition of agricultural land/rural businesses.

Assurance No.3 – Estimated claims for compensation

3.1. Where a farmer/rural business owner submits to the Promoter detailed particulars of an estimated claim for compensation arising from the compulsory acquisition of agricultural land/a rural business (a "detailed request"), the Promoter will provide in writing within three months of receipt of the detailed request the Nominated Undertaker's estimate of the compensation (including for disturbance) payable in respect of the compulsory purchase of that agricultural land/rural business.

3.2. Where possession of land is taken by the Nominated Undertaker under Schedule 15 of the Bill and an owner occupier or agricultural tenant submits to the Promoter a particularised and evidenced claim for compensation based upon agricultural losses arising from the temporary occupation of agricultural land pursuant to paragraph 1 of Part 1 of Schedule 15 to the Bill (a "compensation request"), the Promoter will make interim payments of compensation as appropriate on a case by case basis. For example, payments could be made on a three monthly, six monthly or (as a minimum) annual basis taking account of the particular characteristics of the agricultural business in question. Before making the interim payments, the Nominated Undertaker may require the owner occupier or agricultural tenant to enter into a Temporary Possession Agreement in advance of the exercise of powers.

Assurance No.4 – Relocation matters

4.1. In respect of farmers/rural business owners, the Promoter will use reasonable endeavours to reach an agreement with that farmer/rural business owner, where a business case is
approved and where it relates to a relocation necessary for a particular business in consequence of permanent acquisition by the Promoter of land required for that business, such agreement to provide that compensation will be paid in advance of entry after Royal Assent, subject to the Promoter being satisfied there is no subsisting mortgage over the land in question and that suitable security for any advanced payment can be adequately secured.

Assurance No.5 – Liability and claims

5.1. The Secretary of State confirms that the Nominated Undertaker will be liable to farmers and rural business owners for the actionable acts and omissions of the Nominated Undertaker’s contractors and sub-contractors in constructing the works authorised by the Bill, and as a consequence the Secretary of State will require the Nominated Undertaker to:

5.1.1 Set in place arrangements to deal promptly with any claims made by farmers and rural business owners arising as a consequence of the construction of the works authorised by the Bill (including as a consequence of the acts or omissions of the Nominated Undertaker’s contractors and sub-contractors).

5.2. The Secretary of State will require the Nominated Undertaker to implement contractual monitoring, reporting and enforcement procedures to ensure that third party claims against the Nominated Undertaker arising out of the execution of HS2 works on the farmer/rural business owner's land are being dealt with promptly and effectively.

Assurance No.6 – Water supply

6.1 Where an existing private water supply to a farm is adversely and directly, affected by the construction of the Proposed Works, the Nominated Undertaker will, if requested by the farmer or landowner to do so, provide or procure or meet the reasonable cost of the provision of an alternative supply of water where reasonably practicable to do so and if there is no other practicable alternative means of supply available.

6.2 Where the supply is so affected temporarily by the construction of the Proposed Works, then the alternative supply need only be supplied for the period during which it is so affected.

6.3 Where a request is made by the farmer or landowner under 6.1 for a permanent supply due to permanent severance of the existing supply caused by the construction of the Proposed Works the Nominated Undertaker will where provision of an alternative means of supply can be demonstrated by the land owner/farmer to be reasonably required for his business, provide or procure or meet the reasonable cost of a permanent means of alternative supply of water.

Assurance No.7 – Borrow Pits

7.1 Following the completion of preliminary Ground Investigation of the sites proposed under the Bill for development of Borrow Pits but prior to the termination of proceedings on the Bill before the House of Commons Select Committee, the Promoter will publish a review of the extent of land likely to be required and in preparing the report the Promoter will consult with the NFU and those landowners on whose land the Borrow Pits are proposed to be developed.

Part B – Generic assurances to be offered to farmers or rural business owner petitioners on a case-by-case basis

Assurance No.8 – Provision of information
8.1. The Promoter will keep the Petitioner informed of the progress of the Bill and of likely target dates for implementation of Phase 2A of the HS2 project.

Assurance No.9 – Notices of entry and taking possession

9.1. Notwithstanding the requirements under the Bill to give 3 months’ notice of entry in relation to the outright acquisition of land, where reasonably practicable, the Nominated Undertaker will provide a longer period of notice to the Petitioner in respect of any of the Petitioner’s land to be acquired outright under the Bill.

9.2 Notwithstanding the requirements under the Bill to give 28 days’ notice of entry under Part 1 of Schedule 15 in relation to the temporary occupation of land the Nominated Undertaker will use reasonable endeavours, and in advance of any formal notification required under the Bill, to notify the Petitioner of the expected quarter of the calendar year in which the Petitioner’s land is planned to be occupied temporarily under the Bill.

9.3 Following the receipt by the Nominated Undertaker of the programme of works from the relevant works contractor in relation to the Petitioner’s land, the Promoter will provide to, and discuss with, the Petitioner an estimate of the likely period of occupation of the Petitioner’s land and shall from time to time update the Petitioner with further information as to the likely extent of the period of temporary occupation.

Assurance No.10 – Relocation of agricultural buildings

10.1. The Promoter will require the Nominated Undertaker to offer appropriate assistance to the Petitioner in respect of the relocation of any agricultural buildings displaced for the purposes of the project where the replacement is either:

10.1.1. to be provided for under a deemed planning consent granted by the Town and Country Planning (General Permitted Development) (England) Order 2015; or

10.1.2. the subject of a separate application for planning consent.

10.2. The assistance referred to in paragraph 10.1. shall (if requested by the Petitioner) include the provision of a statement of impact and timing for the Petitioner in respect of the need for relocation of an agricultural building.

10.3. Paragraph 10.4. applies where notwithstanding any assistance provided in paragraph 10.1., a Petitioner provides to the Promoter evidence to the reasonable satisfaction of the Promoter that consent referred to in paragraph 10.1. and required to give effect to the relocation of an agricultural building, is unlikely to be obtained and requests the Secretary of State to take steps to authorise the relocation of the displaced building by the exercise of the powers of clause 46 of the Bill.

10.4. Any request to the Secretary of State by the Petitioner under paragraph 10.3. shall be considered by the Secretary of State in accordance with the policy relating to reinstatement of undertakings set out in section 7 of HS2 Information Paper C7, Business Relocation.

10.5. In this assurance and in Assurances 11 and 12, “agricultural building” includes a residential building occupied as part of an agricultural building.

10.6. In this assurance, a “statement of impact and timing” means a statement describing the impact of the work proposed to be undertaken in relation to the agricultural building(s) in question and the timescales in which those impacts are intended to be implemented.

Assurance No.11 – Identification of land for the relocation of agricultural buildings

11.1. If prior to the giving of notice of entry or prior to the notice of vesting under a general vesting declaration to acquire land permanently (whether or not before Royal Assent) the Petitioner identifies suitable land for the relocation of an agricultural building (whether within or outside the Petitioner’s ownership) and the Petitioner provides to the Secretary of State a detailed course of action substantiating the relocation, the Secretary of State will confirm...
whether or not he accepts that the land identified and evidence supporting the course of action provides a reasonable basis for the Petitioner’s claim for compensation in the event that the Bill receives Royal Assent and the Secretary of State exercises his powers of compulsory acquisition.

Assurance No.12 – Professional costs and fees

12.1. The Promoter acknowledges that proper professional costs and fees reasonably incurred by the Petitioner for the purposes of seeking to identify suitable alternative premises at which to relocate an agricultural building which is subject to the power of compulsory acquisition under the Bill, will form a Head of Claim as part of any disturbance claim arising from the acquisition of that land under the Bill.

Assurance No.13 – Land acquisition

Where land can be identified at this stage as not being required for permanent works and is not materially changed.

13.1. The Secretary of State shall not exercise the powers of compulsory acquisition conferred by the Bill in relation to the Property [describe], but instead the Nominated Undertaker may exercise the powers of Schedule 15 to the Bill to enter and take temporary possession of the Property.

Where land cannot be identified at this stage, but it may be possible to do so following detailed design.

13.2. If at the date when it is proposed to implement the powers of the Bill in relation to the Property [describe] the Secretary of State is satisfied, in the light of detailed design of the project, that any part of the property will not be required for the accommodation of any permanent works authorised by the Bill the Secretary of State shall not exercise the powers of compulsory acquisition conferred by the Bill in relation to that part of the Property but instead the Nominated Undertaker may exercise the powers of Schedule 15 to the Bill to enter and take temporary possession of the Property.

Where land is materially changed but there is no need for maintenance of that change.

13.3. Subject to the Petitioner entering an agreement in a form satisfactory to the Secretary of State which provides that the Property [describe] need not be restored to its former condition following completion of construction activity on the land, the Secretary of State shall not exercise the powers of compulsory acquisition conferred by the Bill in relation to the Property [describe] but instead the Nominated Undertaker may exercise the powers of Schedule 15 to the Bill to enter and take temporary possession of the Property.

Where land is materially changed and there is a need for an obligation to maintain.

13.4. Provided that–

13.4.1 the Petitioner enters into an agreement in a form satisfactory to the Secretary of State which–

13.4.1.1 provides that the Property [describe] need not be restored to its former condition following completion of construction activity on the land; and

13.4.1.2 restricts removal or interference with land or works adjoining the railway which are to provide support or protection to the railway; and

13.4.1.3 provides for the maintenance of the environmental mitigation to be provided on that land; [and

13.4.2 the Secretary of State is satisfied that the Petitioner is an appropriate person, having regard to the nature and objectives of the mitigation required to be provided, to be responsible for securing the maintenance of that mitigation;] [N.B. only relevant where this is a site identified for ecological mitigation]
the Secretary of State shall not exercise the powers of compulsory acquisition conferred by
the Bill in relation to the Property but instead the Nominated Undertaker may exercise the
powers of Schedule 15 to the Bill to enter and take temporary possession of the Property.

13.5 Where the Nominated Undertaker exercises powers of temporary occupation over land under
the Bill which is subject to compulsory acquisition and the Nominated Undertaker proposes
to the Petitioner that the Petitioner enters into an agreement with the Secretary of State for
the purposes of assurances 13.3 and 13.4, the Petitioner may at any time prior to entry into
an agreement under assurances 13.3 and 13.4, make a written request to the Nominated
Undertaker to request that the Secretary of State exercises the powers of compulsory
acquisition conferred by the Bill in relation to the Property.

13.6 On receipt of a request pursuant to paragraph 13.5 the Secretary of State will review the
need to acquire the land in question and where he is satisfied that it is required for
permanent works for Phase 2a purposes he will give notice of acquisition as soon as is
reasonably practicable.

13.7 In reaching a decision pursuant to paragraph 13.6 the Secretary of State will need to be
satisfied that necessary rights of access can be secured to the land in question.

13.8 In this assurance “Petitioner” means a Petitioner who is the freehold owner and occupier of
land which is the proposed subject of an agreement referred to in assurance 13.3 and 13.4.

Where land is temporarily occupied and permanent ownership is required.

13.9 Where the Nominated Undertaker exercises powers of temporary occupation over land under
the Bill which is subject to compulsory acquisition, (other than land required for utility
diversions, highway related works or other advanced works) the Secretary of State will prior
to the exercise over that land of compulsory powers of acquisition:-

13.9.1 consider the extent of land to be acquired for permanent works required to construct
and maintain the Phase 2a railway; and

13.9.2 seek to acquire that land permanently as soon as reasonably practicable following
appointment of the main works contractor and when detailed design plans are
sufficiently advanced to enable the Secretary of State to identify the required land
and having regard to the economic and efficient construction of the Phase 2a
project.

13.10 Subject to paragraph 13.11 the Secretary of State shall not exercise the powers of
compulsory acquisition conferred by the Bill in relation to the Property [describe] but instead
the Nominated Undertaker may exercise the powers of Schedule 15 to the Bill to enter and
take temporary possession of the Property.

13.11 The Secretary of State [or any statutory undertaker authorised by the Secretary of State]
may exercise the powers of the Bill so as to acquire permanent rights over the Property in
respect of [installing, maintaining, renewing, replacing or upgrading cable, pipes, ducts and
other services and to have access to the Property in order to maintain, renew, replace or
upgrade such cable, pipes, ducts or other services] or [access over the Property as required
in connection with the construction, implementation, renewal, operation or maintenance of
the work authorised by the Bill].

N.B.1 All these assurances assume that the economic criteria for exercising temporary rather than
permanent powers has been satisfied. In cases where there is some concern about the
amount of compensation that may be payable on temporary occupation of the land it may
be necessary to add the following qualification to each of the assurances:

“This assurance is subject to agreement, in a form acceptable to the Secretary of State, as
to the level of compensation payable in respect of the exercise of the temporary powers of
the Bill in advance of the Nominated Undertaker taking temporary possession of the
Property.”
N.B.2 The description of the Property in assurances 13.1, 13.3, 13.4 and 13.5 should make clear that the precise area to which the assurance applies can only be determined following detailed design

Assurance No.14 – Use of private roads

14.1. The Nominated Undertaker will engage with the owner and occupier of the land with respect to the particular purpose(s) he expects to exercise the powers under clause 14 of the Bill, the type of vehicle(s) to be used, the purpose of the use and the expected frequency and period of use.

Assurance No.15 – Drainage

15.1. The Nominated Undertaker will identify with the farmer existing drainage arrangements on the holding. This will include the carrying out, where reasonable, of inspections of the site and of any existing plans.

15.2. The location of drains cut or disturbed by the construction works will be recorded by the Nominated Undertaker.

15.3. The Nominated Undertaker will utilise appropriate drainage consultants to advise on drainage works and will engage with the farmer in respect of the pre and post drainage schemes that are required. The Nominated Undertaker will use reasonable endeavours to engage drainage consultants with working knowledge of the local conditions.

15.4. Prior to the commencement of significant construction works, land drains affected by the HS2 works will, where practicable, be intercepted in a manner which maintains their efficiency. Work will be carried out to an appropriate specification after discussion with the farmer which may include the design (e.g. layout, falls, pipe sizes and types, outfall arrangements) and timing of any land drainage works required.

15.5. As-built plans of modifications to existing land drainage and of any new drainage works will be provided to the farmer or the Landowner as appropriate by the Nominated Undertaker.

15.6. Where natural drainage patterns are adversely affected by the HS2 works, the provision of supplementary drainage or irrigation works will be considered having regard to an assessment of compensation and the commercial justification by the farmer.

Assurance No.16 – Detailed design

16.1. Prior to the completion of the detailed design of the works authorised by the High Speed Rail (West Midlands - Crewe) Bill ("the Bill"), the Secretary of State will require the Nominated Undertaker to consult an owner/tenant of an agricultural holding regarding the detailed design of works proposed to be constructed upon any part of that holding under the powers of the Bill and the use of land for the provision of ecological and any other mitigation that does not involve the construction of works.

16.2. The Nominated Undertaker shall have regard to the responses received to the consultation undertaken under paragraph 16.1 and in so far as reasonably practicable, after taking into account all other relevant factors, including other relevant Undertaking and Assurances, associated with the design, construction, maintenance and operation of those works and other ecological or other mitigation,

16.2.1 seek to minimise the loss of Grade 1, 2 and 3a agricultural land as described in the Agricultural Land Classification of England and Wales, published by the Ministry of Agriculture, Fisheries and Food in October 1988; and
16.2.2 seek to accommodate reasonable proposals from the relevant owner/tenant to modify the detailed design of the works or provision of other ecological mitigation for the purposes of facilitating the efficient management of the agricultural holding in question following the completion of construction of the works.

16.3. In this assurance, "works" means the construction within Bill limits of accommodation works, landscaping and other mitigation works, drainage works and the construction of balancing ponds, embankments, bunds and made-up ground required for Phase 2A purposes.

16.4. Nothing in this assurance shall require any modification to the works which gives rise to any significant impact on the environment which has not been addressed in the Environmental Statement for the HS2 Project but that does not preclude consideration being given to any proposals for such modifications.

Assurance No.17 – Agricultural soils

17.1. The Secretary of State will require the Nominated Undertaker to work with landowners and farmers whose productive agricultural soils are temporarily affected by the construction of the HS2 works and/or are affected temporarily as a result of land-raising, with the intention to bring agricultural soils back to enable their former use before construction of the HS2 works on the relevant land and shall prepare in consultation with the relevant landowner and relevant planning authority an agricultural soils plan in advance of construction that shall include:

- a pre-disturbance record of the soil physical characteristics;
- a target specification, set by the Nominated Undertaker and informed by a suitably qualified agricultural soils scientist or practitioner, for agricultural soils being restored to agriculture after temporary use;
- a method of assessing the suitability of handling soils based on plastic limit (i.e. to avoid moving soils when wet and plastic so that they would not compact when replaced);
- advice on stripping topsoil and subsoil to the correct depth;
- recommendations of the most suitable equipment for soil handling;
- advice on soil storage (e.g. heights and management of soil stores);
- advice on alleviating compaction after replacement;
- a schedule of aftercare maintenance, to include soil testing, appropriate to the target specification for a period of up to five years (subject to paragraph 17.2) following completion of the relevant construction work; and
- a final report to determine the final handover condition of the agricultural soil.

17.2. Should the target specification not be met by the expiry of the period of five years for aftercare maintenance mentioned in paragraph 17.1 ("the initial period"), then, if the landowner has fully complied with a schedule of aftercare, the Nominated Undertaker, informed by a suitably qualified agricultural soils scientist or practitioner, has reasonable grounds to believe that the target specification could be met within a further period (being no longer than a further period of five years), and the initial period shall be extended by that period.

17.3. The reasonable cost of compliance by the relevant landowner with the schedule of aftercare shall be borne by the Nominated Undertaker save where such cost has been compensated under the compensation code.

17.4 The agricultural soils plan will be incorporated in and prepared as part of the Code of Construction Practice to form part of the Environmental Minimum Requirements undertaking given by the Secretary of State before Parliament.