# EXHIBIT LIST

Reference No: HOC/00059  
Petitioner: Richard and Colin Smith  
Published to Collaboration Area: Friday 01-Jun-2018

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<th>No</th>
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HIGH SPEED RAIL (LONDON - WEST MIDLANDS) BILL

PARLIAMENTARY PETITION

P2A-000059 - Richard and Colin Smith
t/as R J Smith & Son

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 Richard and Colin Smith of Pipe Hall Farm, Pipe Ridware, Rugeley, Staffordshire WS15 3QL.

1. **Description of the Property - Richard J Smith to Present**

1.1 Our family have farmed at Pipe Ridware since 1900. I run the business with my son Colin who will be the fifth generation to have run the farm.

1.2 The farm has maintained the same core enterprises over the years with dairy and potatoes being the main focus of the business. Cereals are also grown along with forage maize and oilseed rape.

1.3 The economics of modern farming dictate that most businesses have to expand their enterprises to remain viable. We reached a point in 2012 where we had to decide whether to stay in dairy production of leave the sector. Our existing milking facilities were 30 years old and required updating. Colin decided that he would like to specialise in dairy and we embarked on an investment programme for a new dairy unit. When the HS2 route was announced in January 2013 we realised it would have a major impact on our farming activities but as the railway was going to be on a high viaduct we were told we would be able to continue our operations underneath it. The main issue at that time seemed to be to maintain access across the route during the construction phase.

1.4 During 2013 we obtained planning permission for new buildings and over the past five years have erected the buildings for cow accommodation and installed a new milking parlour which we are now about to start using. All prior to knowledge of the 'borrow pit' and the July 2017 Environmental Statement. The parlour is capable of milking 400 cows and these numbers can be accommodated in the new buildings together with existing housing. The system is designed for winter loose housing and summer grazing. The investment in the dairy infrastructure to date is around £500,000.

1.5 As part of our plans to expand the dairy unit, over the last four years we have purchased 240 dairy cattle mainly from Holland, France and Germany. This includes 55 heifers which will calve from July onwards this year.

1.6 The land farmed extends to around 1,000 acres including some land leased on a seasonal basis for growing potatoes. From Appendices A, B and C it can be seen that the land is in several blocks up to five miles away from the farmstead. Appendix D shows the location of the farm buildings at point C. The land available to the dairy cows without crossing a road, consists of 118 acres to the east and 50 acres to the west of the dairy unit. Of the latter, 25 acres floods regularly making it unreliable as grazing accommodation.
1.7 The fact that the farmland is spread over such a wide area means that hauling silage to the dairy cows and manure away from them is time consuming and expensive. A tractor journey to the furthest land is about 25 minutes. The fact that HS2 effectively removes our most useful and best quality land will clearly have a major impact on our business.

1.8 Appendix D1 shows photographs of the land and dairy buildings.

2. **Impact on the Farm – Presented by C R Bedson**

2.1 Appendix E and F show HS2’s construction plans CT-05-204 and CT-05-205, Appendix F showing significant impact of borrow pit and severance of the farm during construction process.

2.2 Dairy unit designed to work around grazing platform at Hall Farm, with infrastructure well underway to accommodate 400 cow unit on summer grazing system, largely housed for five months during winter.

2.3 Appendix F demonstrates severance of areas A, B and C and effectively shows a ‘write off’ of 118 acres of land heading in an easterly direction from the farm buildings.

2.4 Severance of course means that the farming system needs to change if it is to continue because:

   • only 45 or so acres of land left during construction on which to graze the cows

   • hence two thirds of the cows at least will need to remain indoors 365 days per year

   • additional slurry storage facilities will need to be constructed because outdoor cattle spread their own slurry whilst grazing on the grass

   • additional silage clamps will need to be constructed because those indoor cows will need to be fed a silage ration all year round and hence additional silage costs will be incurred

   • cow cubicles will need to be constructed. Current system relies largely on loose housing on straw for winter months. This is not acceptable in summer months due to problems with mastitis and other ‘warm weather’ diseases.

2.5 This infrastructure has been costed to date which of course needs setting against the loss of profits from the business, should it close down. If dairy herd forced to close down then compensation needed for loss of profits and closure of business.
3. Paul Macer to present evidence on cost of new infrastructure required and profitability of the business.

3.1 Background

I will look at the various scenarios that the Smith's face in light of the proposed borrow pit taking the vast majority of the land that the dairy herd currently uses for grazing.

- The grazing area is currently 150 acres (60.7 ha), which can be accessed easily from the buildings without the cows having to cross public roads or walk too far.
- Of this total area 118 acres (47.75 ha) run from the farm buildings to Netherton.
- The proposed borrow pit and severed areas will occupy all this land bar the 10-12 acres immediately adjacent to the buildings and this is all that will be left of the block for grazing. Effectively over 100 acres will be written off during construction.
- All the land concerned has underground irrigation mains.
- Although the land is light and can dry out quickly, access to water means that the grass growth potential of the block of land can be classed as "good" or "very good".
- RB209 suggests that these growth classes can produce in excess of 14 tonnes of DM/ha when managed correctly.
- As the fields in question have historically been part of the arable rotation all the grass leys are relatively new and are therefore capable of producing good yields.

3.2 Option 1 - Ceasing Dairying at Hall Farm:

- If the dairy unit has to shut down then the Smith's will be looking at compensation to cover loss of profit and all other heads under the compensation code. This to include depreciation on significant infrastructure installed over the last four years which would become redundant.
- Infrastructure spending to date in excess of £500,000 and £280,000 has been spent on stock.
- Kite Consulting runs a cost of production comparison dataset which looks at the full detail of milk production costs on an annual basis.
- I have created a subset of the farms in the data set that are comparable with the herd size and milk output that the Smith's are looking to attain (351 cows with an
average yield of 9,476 litres in the dataset v 400 cows at 10,000 litres for the Smith’s budgets).

- For the year ending March 2017 (the last full financial year for which a meaningful number of figures are available) the average break even milk price for the top 25% of producers in this group was 22.02ppl

- The 10 year average milk price to May 2017 was 26.71 (range 22.85ppl - 32.59ppl).

- It is therefore realistic to work on an average profit of 4.5ppl.

- 4.5ppl X 4,000,000 litres = £180,000 per annum profit from the dairy enterprise

- These figures are submitted without prejudice for the purpose of this discussion.

3.3 Option 2:

- If the borrow pit land is taken then it would be possible to carry on milking, but on a much smaller scale

- The Smith’s would be left with approximately 25% of the current grassland area so on a pro rata basis would be able to keep around 100 cows grazing and buffer fed in the summer and loose housed on straw in the winter

- The scale would not be sufficient to justify a herdsman (Richard and Colin have too much to do with the other enterprises to allow them to do all the milking and cow work)

- The rest of the infrastructure has been built with the vision of a 400 cow herd and it would not be viable to have this running at 25% capacity

- Therefore the enterprise would not be economical and would have to be closed

3.4 Option 3:

- Assumes that borrow pit land will be lost, but ongoing plans for herd of 400 cows continues

- This would necessitate a change of emphasis and management for the dairy herd as it would be necessary to house the cows all year round and increase the levels of output to cover the greater costs involved with this type of system
• Extra silage storage would be required and it would be necessary to build a slurry store. It is not feasible to house cows all year round with a loose housed system due to the higher levels of mastitis that would be experienced during the summer months and the prohibitively high cost of the straw required.

• A sand based cubicle shed would be the preferred option as this provides the best welfare for the cows (beds are very comfortable), minimises the risk of mastitis (inert material), has a lower capital cost than a cubicle shed with concrete bases and mattresses and overall bedding costs are lower.

• Estimates for the construction of the extra silage storage, the slurry store, cubicles for the shed and a slurry separator and are outlined below (based on some quotes received and industry knowledge):

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction of silage pits and concrete aprons</td>
<td>£300,000</td>
</tr>
<tr>
<td>Construction of slurry store to meet NVZ and SSAFO requirements</td>
<td>£180,000</td>
</tr>
<tr>
<td>Slurry separator</td>
<td>£40,000</td>
</tr>
<tr>
<td>Supply and installation of cubicles in current shed</td>
<td>£100,000</td>
</tr>
<tr>
<td>Effluent storage tanks</td>
<td>£8,000</td>
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</table>

• The total requirement for silage storage capacity for 400 cows fully housed is 1875 tonnes of dry matter/year

• The borrow pit and severed land (42 ha) have the capacity to produce 609 tonnes of dry matter (@14.5t/DM/ha)

• Working on a utilisation rate of 85% under good grazing management then we have the potential to produce 515 tonnes of grass DM during the grazing season

• The cows can "spread their own slurry" for more than 6 months of the year when they are out at grass

• The current system works on solid FYM therefore there is no need for slurry storage other than a small amount from the collecting yard and dispersal yards.

• If the herd was housed then everything would be collected as slurry for the reasons given above

• A slurry separator would be installed to allow the solid fraction to be transported to the furthest away fields and then the liquid fraction could either be pumped or tankered to closer land to minimise the transport of low dry matter material

• It is appreciated that some of the capital investment will have to take place anyway as the herd expands, but nothing like that which will be required to change to AYR housing

• The additional expenditure required as a result of this change is shown in the next table alongside the total expenditure
<table>
<thead>
<tr>
<th>Item</th>
<th>Cost Total £</th>
<th>Extra due to HS2 £</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction of silage pits and concrete aprons</td>
<td>300,000</td>
<td>150,000</td>
</tr>
<tr>
<td>Slurry store construction to meet NVZ and SSAFO regs</td>
<td>180,000</td>
<td>150,000</td>
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<td>Slurry separator</td>
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</tr>
<tr>
<td>Effluent storage tanks</td>
<td>8,000</td>
<td>4,000</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>628,000</strong></td>
<td><strong>444,000</strong></td>
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- These are estimates of the cost of the project and are submitted without prejudice for the purpose of this discussion

4. **Temporary Possession Powers -- C R Bedson to present**

4.1 Your petitioners in seeking to mitigate their losses and keep the herd intact require an assurance from HS2 that they will pay full losses to the business during the construction period and beyond for all losses flowing from the temporary acquisition of land 'as if' the land had been acquired permanently.

4.2 Borrow pit land likely to be significantly devalued partly because minerals removed but partly because reinstatement rarely works effectively. UK Coal portfolio.

4.3 We request that periods for notice of entry for temporary land and permanent land be extended to 12 months. If farm is to plan ahead then time needed to plan for:

- replacement fodder/silage of sufficient quality and quantity
- replacement/additional farm infrastructure to be built and in place prior to borrow pit and works commencing.

5. **The Borrow Pit**

5.1 Turning again to Appendix F point number 1, we heard how the borrow pit has a devastating impact on this farm and we have been supplied with a copy of the Tim Tromans Report on borrow pits.

5.2 The Tromans report makes a number of conclusions but in principle concludes that there is no justifiable need for borrow pits in this area.

5.3 It concludes

- 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 information on borrow pits only shows assumed extraction level of 3 or 4 metres.

• Actual depths may be significantly more.

• Seek assurance from HS2 that if they can take less land by digging deeper then there may be a compromise position but given the size and layout of the farm, any land take will result in further infrastructure being required due to the loss of grazing platform. Also potential de-watering.

• 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. Triple whammy – sterilisation, reduction in land value, maximum impact during works.

• The Tromman 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 Tromman also makes note of the fact that there is a shortfall 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.

6. Other Issues and Requests

6.1 In the event of severance, your petitioners request suitable conduits for the passage of services be installed beneath the railway eg mains water, electric and telecoms services which the farm may require (as agreed on Phase 1).

6.2 There are irrigation mains running in the vicinity of the borrow pit land. Need reinstating post scheme. These are shown at points 12, 13, 14 at Appendix F.

6.3 Appendix F. Extensive works planned for Dawson Lane in order to widen it and create an access for construction traffic. Given the topography of the land, those works of themselves will very significant. Your petitioners in conjunction with their neighbour, Mr James Daw, have suggested what appears to be a better and cheaper solution. Run a new “Dawson Lane” along points 4, 5 and 6 which is considered to be a cheaper option causing less disruption to habitat and existing Dawson Lane. Will save land and taxpayers’ money.
6.3.1 Your petitioners also suggest that the new Dawson Lane be re-routed slightly so that it sits just to the west of their field boundary. This avoids encroaching further into the field at points 2 and 2a at Appendix F. Photographs showing Dawsons Lane can be found at Appendix F1.

6.3.2 Your petitioners are disappointed to note that at point 2 on Appendix F, an Additional Provision Bill, without notification or discussion, has incorporated a balancing pond at point 2 within that particular field. Your petitioners request that the balancing pond is sited in its original position at approximately 2a.

6.4 At point 11 at Appendix G a significant landscape bund has appeared on your petitioners' land as 'new land'. This coupled with a further 'grassland habitat creation' area takes a further 5-6 acres away from their farm. Your petitioners suggest that the bund could be replaced with a sound board fence and hedge along the railway boundary. Assurance requested.

6.4.1 Your petitioners note an area of grassland habitat creation at point 10 at Appendix G. No justification received. Eats further into the production capacity of the land and provides a management problem going forwards. No indication from HS2 as to how these matters will be dealt with in the future. Who will maintain them, who will manage them and who will pay for them?

6.4.2 From the Additional Provision Bill it appears that more land is required around the junction with Pipe Land and Quintons Orchard which your petitioners believe may be for a visibility splay. They seek assurance from HS2 that this will not encroach further onto their land.

6.4.3 At point 9 at Appendix H. Significant area of land taken for woodland habitat creation. Again, no justification provided. Petitioners request that HS2 seek a second and more commercial opinion in relation to mitigation measures proposed along the scheme.

Petitioners cannot see any advantage to woodland habitat creation in this area. It does not provide screening to any properties nor does it replace any trees that are being removed in the vicinity. They ask again who will maintain it, who will be liable for it, who will pay for it and what will the cost be?

Fundamentally, on the 'replacement matrix' is the 'landscape mitigation planting' taken in account or it is in addition to the woodland habitat creation? Suggest move to severed area 9b to preserve as much of the area at point 9 as possible? HS2 was to respond on this point but never have.

6.5 Petitioners note construction traffic route along Common Lane, Pipe Lane and Dawson Lane. Narrow country lanes unsuitable for use as haul routes. An assurance is sought from HS2 that it will minimise the use of traffic on these roads and that a temporary haul route will be constructed along the trace. See point 12 at Appendix E.
6.6 Petitioners requested from HS2 on numerous occasions details of noise mitigation along the length of the River Trent Viaduct. Their home is within a few metres of it, and they request that suitable noise insulation measures be put into place along the length of the viaduct. Request assurance that noise mitigation here will be no less than that used in similar circumstances on route with dwellings at a comparable distance.

7. Petitioners request that HS2 fund reasonable costs for preparing the petition and appearing at the hearing. Engagement with HS2 woeful and inadequate. Your petitioners and their agent have done all they could to seek to mitigate these losses. Since the draft EIA was produced in September 2016 there has only been one visit to the farm by HS2 and it is as if all representations and comments have been ignored. Petitioners request that agents’ fees are reimbursed in a timely manner as it is not uncommon to wait more than twelve months for payment which is unacceptable.

8. Copy of assurances given to NFU attached at Appendix I. Petitioners request an assurance that these will be given to your petitioners in this case in particular:

- Assurance 4
- Assurance 7
- Assurance 10 (ie to be built prior to landtake)
- Assurance 11

We commend these points to the Committee.
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.