**Answer:**

The highways and planning assurance to the Petitioner offers to leave in situ any access gate required for construction access after that construction requirement has ceased, provided that the Petitioner obtains the necessary consents for retention of the access on a permanent basis.

The reason for offering the assurance in this way is that the consents required for a temporary construction access are different to those required for a permanent access. In order for the Promoter to construct the access as a permanent access it would be necessary for those consents to be obtained and that the access road is compliant with the required design standards.

Access into the affected fields is currently taken from a private road approximately 550 meters south of the proposed scheme, as marked on the attached plan. The Promoter is not aware of any other access between this point and the land owned by the Showground. Therefore the Proposed Scheme does not interfere with the permanent access currently enjoyed by the Petitioner into these fields.

On this basis it is felt that the assurance offered is proportionate and appropriate to mitigate the impact on access to these fields. It is reasonable to require the Petitioner to obtain the necessary highways and planning consents if he wishes to retain the temporary construction access as an additional permanent access point in his fields.
Indicative location of Temporary Access

Access into Agricultural Land

Access from the Highway
Roger Bedson
Hinson Parry and Company
Reward House
Diamond Way
Stone Business Park
Stone
Staffordshire
ST15 0SD

HIGH SPEED RAIL (WEST MIDLANDS – CREWE) BILL – HOUSE OF COMMONS SELECT COMMITTEE:
PETITION P2A-000062 – RICHARD IVOR CLARKE AND IVOR & ELIZABETH CLARKE – BRICK HOUSE FARM, WESTON ROAD, STAFFORD, ST18 0BD

I am writing to you in my capacity as the Director of Hybrid Bill Delivery at HS2 Ltd, which is acting on behalf of the Promoter of the High Speed Rail (West Midlands-Crewe) Bill (the Bill) currently before Parliament. I understand that your clients have a number of concerns about the impact of Phase 2A of HS2 (known as ‘the Proposed Scheme’) and have submitted a petition on that basis against the Bill in the House of Commons.

Following recent discussions, I am writing to you, on behalf of the Secretary of State for Transport, to offer your clients the following assurances:

“In these assurances:

“the Bill” means the High Speed Rail (West Midlands – Crewe) Bill as deposited in the House of Commons on 17 July 2017;

“the nominated undertaker” refers to the body or bodies appointed by the Secretary of State to exercise the powers conferred by the Bill to construct and maintain the Proposed Scheme. The nominated undertaker may be HS2 Ltd, or it may be another body or bodies appointed to oversee the construction and operation of the Proposed Scheme;

“Proposed Scheme” means Phase 2a of HS2 as defined further in the Bill;

“Promoter” means the Secretary of State (or any successor Secretary of State or Minister holding the transport portfolio) and includes so far as relevant any nominated undertakers exercising any powers or functions under the Bill once enacted;

“Land Parcel 8” means land in the Parish of Hopton and Coton identified as Plot 8 on Replacement Sheet 1-30 deposited in Parliament on 23 March 2018;

“Land Parcel 35a” means land in the Parish of Hopton and Coton identified as Plot 35a on Replacement Sheets 1-30 and 1-31 deposited in Parliament on 23 March 2018;

“Land Parcel AP-11” means land in the Parish of Hopton and Coton identified as Plot AP-11 on Replacement Sheet 1-30 deposited in Parliament on 23 March 2018;
“Land Parcel AP-13” means land in the Parish of Hopton and Coton identified as Plot AP-13 on Replacement Sheet 1-30 deposited in Parliament on 23 March 2018; and

“authorised works” means the works to be authorised under the Bill;

1. **Gate from A518**

In this assurance:

“Hopton South Satellite Compound” means the satellite construction compound shown indicatively in orange on plan CT-05-215 in the Environmental Statement deposited with the Bill;

1.1. The Secretary of State will require the nominated undertaker, subject to the conditions in paragraph 1.2, to retain for use by the Petitioner the gate or similar access point from the A518, indicatively marked A on the attached Plan 1, as provided by the nominated undertaker in any of Land Parcels 8, 35, AP-11 and AP-13 and used for access to the Hopton South Satellite Compound.

1.2. The conditions referred to in paragraph 1.1 are that:

   a. the Land Parcels referred to in paragraph 1.1 are within the Petitioner’s ownership; and
   b. the Petitioner has obtained all necessary consents for use of the gate or access point provided.

1.3. In the event that the conditions in paragraph 1.2 are not met, the nominated undertaker may remove the gate or access point and reinstate the land in accordance with its obligations under the Bill.

1.4. The assurance in paragraph 1.1 is subject to the nominated undertaker concluding that leaving the access point in place would not prejudice the safe, timely and economic delivery of the Proposed Scheme.

2. **Rights of access on Track from Sandon Road**

In this assurance:

“relevant land” means the agricultural land shown edged in blue on the indicative Drawing (Plan 2) which is owned and occupied by the Petitioner;

“Hopton North Cutting” means the section of railway cutting to be known as Hopton North Cutting and indicated on the attached indicative drawing ref CT-06-216 in the Environmental Statement deposited with the Bill (“the Drawing”); and

“access rights” means vehicular, livestock and pedestrian access rights granted by the Promoter to the Petitioner to enable the Petitioner to pass and re-pass along the Sandon Road Maintenance Track between the junction of this track with the Public Highway and the relevant land for the purposes of farming the relevant land subject to such vehicular weight/ height/width restrictions and other relevant limitations and terms, including financial contributions by the Petitioner towards the maintenance and use of the access, as the Promoter considers appropriate to safeguard the safe, timely and economic operation and maintenance of the Proposed Scheme;
2.1. On completion of that part of the authorised works associated with the construction of the Hopton North Cutting and any ancillary or related activities, the Promoter will:-

2.1.1. give written notice to the Petitioner of the effective completion of the construction of those works; and

2.1.2. use reasonable endeavours to enter into an agreement in a form satisfactory to the Secretary of State granting access rights if the Petitioner makes such a written request to the Promoter within three months of receipt of such notification from the Promoter.

2.2. Without limitation to the terms which the Promoter may impose in response to a request made by the Petitioner under paragraph 2.1 the duration of any access rights granted by the Promoter shall only subsist for so long as the Petitioner is the owner and occupier of the relevant land and uses the relevant land for the purposes of agricultural production.

2.3. If –

2.3.1. a written request from the Petitioner is not received by the Promoter within the three months period specified in paragraph 2.1, or

2.3.2. the Petitioner is not the owner and occupier of the relevant land when a written request is served on the Promoter under paragraph 2.1, or

2.3.3. the relevant land is no longer being used for agricultural purposes when a written request is served on the Promoter under paragraph 2.1, the Promoter will not be under any further obligation to consider the grant of access rights.\(^1\)

If accepted, the assurances set out above will be included in the Register of Undertakings and Assurances, which is held by the Department for Transport. Drafts of the Register will be published regularly during the passage of the Bill and it will be finalised after Royal Assent. A nominated undertaker will be contractually obliged to comply with all relevant undertakings and assurances set out in the Register. Further information on how the Secretary of State will ensure compliance with assurances made by HS2 Ltd is set out in HS2 Phase 2A Information Paper B5, Compliance with Undertakings and Assurances\(^1\).

If you have any queries please don't hesitate to contact Richard W Smith, Property Acquisition Manager, on 020 7944 6486 and richardw.smith@hs2.org.uk.

Yours sincerely

Oliver Bayne
Director, Hybrid Bill Delivery
High Speed Two (HS2) Limited

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\(^1\) A copy can be found at [https://www.gov.uk/government/publications/understanding-the-hybrid-bill-hs2-phase-2a-information-papers](https://www.gov.uk/government/publications/understanding-the-hybrid-bill-hs2-phase-2a-information-papers)