## EXHIBIT LIST

**Reference No:** HOC/00040  
**Petitioner:** Graham Ward 2010 Trust and others  
**Published to Collaboration Area:** Wednesday 08-May-2019

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Petition No. HS2-P2A-000040:
Netherset Hey Farm

Petition No. HS2-P2A-000040:
Ecological mitigation (1)

Issue

• The Petitioners request the removal of wetland habitat creation from an area within their holding shown on plan CT-06-232

Response

• The Promoter has provided an assurance (29th June 2018) regarding reasonable endeavours return of the wetland habitat creation to agricultural use, and return of the land to the Petitioner following completion of the works subject to an appropriate management agreement.
Ecological mitigation (2)

Issue

- The Petitioners have also raised an issue regarding the grassland habitat creation shown on plan CT-06-233

Response

- The Promoter has provided an assurance (29th June 2018) regarding use of reasonable endeavours to relocate the grassland from area A to Area B
Ecological mitigation (3)

Issue

• The Petitioners request the relocation of ancient woodland compensation planting from land at Aldersley’s Rough into an alternative location alongside Hey Sprink

Response

• The Promoter has provided an assurance (29th June 2018 and reissued with further specification on the 7th May 2019) to consider the relocation of the yellow land into the areas marked purple and red, subject to the retention of an ecological corridor between Aldersley’s Rough and Hey Sprink
Access under Stoke to Market Drayton line

Issue

• The Petitioners request that the existing accommodation underpass under the Stoke Market Drayton Line is reinstated on completion of the works

Response

• The Promoter has provided an assurance (7th May 2019) regarding its intention that the underpass and footpath will be reinstated on completion of the works
Access along the Bar Hill Road- Bower End Lane track

Issue

• The Petitioners request that the materials stockpile located off Footpath 24 and corresponding access track is reduced, and that access to their land is maintained

Response

• The Promoter has provided an assurance (7th May 2019) dealing with:
  • Provision of access to the Petitioner during the works
  • Where any temporary restrictions as a result of construction are unavoidable, that those restrictions will be reasonable, the duration will be minimised and that consultation will be undertaken
• Reduction in the area of the stockpile has been the subject of a previous assurance under Part B of the NFU assurance package
Borrow Pit

Issue
• The Petitioners have asked:
  • To move the borrow pit elsewhere
  • To ensure that their retained interest will be left in such a manner that any remaining mineral reserves are accessible for extraction by the petitioners in the future.
  • That they will be fairly compensated for the loss of those minerals

Response
• The Promoter has provided an assurance on the 7th May regarding:
  • Reduce the area of the borrow pit
  • Commit to engaging with the petitioners on matters relating to extraction methodology and reinstatement
  • Compensation in accordance with the Compensation Code (which may include Development Value)
Netherset Hey Farm – Minerals planning

• Netherset Hey Farm is not an allocated site within the Minerals Local Plan for Staffordshire (2015 - 2030) recently adopted on 16 February 2017. This is despite repeated attempts by the Petitioners over many years seeking to have it allocated. The most recent attempt in 2016/2017 was as a site for extraction of 10 million tonnes of sand and gravel.

• One of the fundamental problems is lack of economically viable and environmentally acceptable access to the site for mineral extraction. Access to the railway would require construction of a rail head and access to train paths, neither of which is considered commercially viable.
Lordsley Quarry – mineral reserves

- Unworked sand and gravel reserves within Lordsley Quarry covered by extant planning permission N.15458 (1987).
- 5 million tonnes quoted by Hansons for sand and gravel reserves, but the planning permission places an extraction limit of 270,000 tonnes per annum and generally prevents importation of materials for backfilling.
- HS2 current estimates of minerals required from BP5 (circa 2.16 million tonnes) – for AP2 scheme without preliminary ground investigation (PGI), scheme requirements circa 850,000 tonnes in 2022 and 1.2 million tonnes in 2023 with the remainder in 2021 and 2024 and the equivalent volume of materials to be imported for backfill.
Lordsley Quarry – planning

• Extant planning permission N.15458 (1987) has 30 conditions attached.
• **Key conditions**
• **Condition 3:**
  • restricts access to and from the site to an approved access road (marked in blue dash) from the A51; and
  • prevents vehicles using Park Lane to and from the A53.
• **Conditions 5 and 6:**
  • Condition 5 currently places the extraction limit of 270,000 tonnes per annum which would need to be increased to meet HS2 Ltd’s requirements.
  • Condition 6 prevents sand and gravel or waste materials from being imported onto the site, which would prevent backfilling with extracted materials.
Lordsley Quarry – Land Ownership and improved access requirements

- Redline boundary shows the land currently subject to extant planning permission N.15458 (1987)
- Not all of this land is within Hanson’s ownership
- Also shown is an access (illustrated in blue dash) that would require upgrading and widening.
- These works would require acquisition by negotiation or compulsory acquisition of approximately 10 different landowners in addition to the land currently owned by Hanson Quarry Products Europe Limited
Lordsley Quarry – traffic assessment assumptions

- For the purposes of assessing the traffic impacts of using Lordsley/Trentham Quarry as an alternative to Borrow Pit 5 the following assumptions are necessary;
  - Planning permission N.15458 conditions are amended / removed to allow for the amount of extraction and backfill to meet HS2’s requirements.
  - 100% of the mineral extraction is available to HS2 and 100% of the corresponding backfill volume is available to HS2.
  - The materials and backfill are made available to meet the AP2 construction programme and volumes.
  - The required access road is obtained and widened.
Lordsley Quarry – traffic routes
Lordsley Quarry – traffic assessment summary

Net increase in total vehicle movements (export and import (backfill)) circa 320,000 additional road vehicle (HGV) movements (two-way)

Local communities affected by increased traffic:

<table>
<thead>
<tr>
<th>Location</th>
<th>Use of Borrow Pit 5</th>
<th>Use of Lordsley Quarry</th>
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<tr>
<td></td>
<td>Peak daily two-way HGV movements</td>
<td>Peak daily two-way HGV movements</td>
</tr>
<tr>
<td>Woore</td>
<td>258</td>
<td>1950</td>
</tr>
<tr>
<td>Bar Hill</td>
<td>256</td>
<td>950</td>
</tr>
<tr>
<td>Baldwins Gate</td>
<td>258</td>
<td>1070</td>
</tr>
<tr>
<td>Whitmore</td>
<td>719</td>
<td>770</td>
</tr>
</tbody>
</table>

Junctions and links requiring potential mitigation

- Junctions and links that have been subject to mitigation at AP2 may require additional mitigation at the A51/A53 junction (south of Lordsley Quarry) and links/junctions on along the A51, A525 and A500 (north of Lordsley Quarry).
CA4 – Increases in AP2 anticipated construction traffic using Lordsley Quarry as an alternative
Mass Haul HGV Traffic on A51 Woore (south of A525)
Mass Haul HGV Traffic on A525 Barr Hill (east of Woore)
Mass Haul HGV Traffic on A51 Woore (north of A525)
Mass Haul HGV Traffic Through Baldwins Gate

Two-way HGV Construction Traffic - A53 Newcastle Road (between C0118 Madeley Road and D2039 Holly Bush Lane)
Noise – new significant indirect effects due to exports from and imports to Lordsley quarry (as an alternative to BP5)

- At AP2, the SES2 and AP2 ES reports significant indirect effects due to the construction traffic movements in CA4 and CA5 at 35 dwellings on Den Lane (Ref. CSV05-C06).

- Based on the estimated construction traffic movements for a no BP5 alternative involving export and import of material to/from Lordsley quarry, this would potentially introduce new significant indirect effects on approximately 450 dwellings on London Road (A51) and Bar Hill Road (A525).

- This includes an impact on residential receptors in Woore and Bar Hill.
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<thead>
<tr>
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<th>Purpose</th>
<th>Attendees/Notes</th>
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<td>Farm Impact Assessment</td>
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<td>01/12/2016</td>
<td>Community Engagement Led meeting</td>
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<td>HS2 &amp; Roger Bedson meeting (Petitioner not in attendance)</td>
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<td>04/09/2018</td>
<td>Business case requirements/process</td>
<td>HS2 &amp; Roger Bedson meeting (Petitioner not in attendance)</td>
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<td>Site visit with HS2 engineering, land and property and advisors</td>
<td>Meeting on farm to discuss business impacts</td>
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<td>07/01/2019</td>
<td>Business case requirements/process</td>
<td>HS2 &amp; Roger Bedson meeting (Petitioner not in attendance)</td>
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<tr>
<td>08/03/2019</td>
<td>Meeting at RB’s offices- Steering Group to discuss conclusions of the business case</td>
<td>HS2 Head of Acquisitions, representatives of the Ward trust, HS2 engineering and ARUP</td>
</tr>
<tr>
<td>02/04/2019</td>
<td>Offer to acquire land in order to facilitate reconfiguration of the business in advance of construction made</td>
<td>Formal letter sent via email to Roger Bedson.</td>
</tr>
<tr>
<td>03/04/2019</td>
<td>Meeting to discuss terms of offer made and other matters relating to the business case</td>
<td>HS2 &amp; Roger Bedson meeting (Petitioner not in attendance)</td>
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Dear Mr Bedson


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 client has 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 the submission of your exhibits and recent discussions, I am writing to you, on behalf of the Secretary of State for Transport, to offer your client 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;

"Environmental Statement" means the environmental statement prepared for the Proposed Scheme and deposited at Parliament with the Bill;

"Environmental Minimum Requirements" means the requirements of the following documents which are to be finalised at Royal Assent to the Bill:

(a) the Code of Construction Practice;
(b) the Planning Memorandum;
(c) the Heritage Memorandum;
(d) the Environmental Memorandum; and
(e) the Register of Undertakings and Assurances;

“the Green Land” means the land coloured green on Plan 1, being land within the Petitioner’s ownership which has been identified within the Bill for the purposes of ecological mitigation;
“the Blue Land” means the land coloured blue on Plan 3, being land within the Petitioner’s ownership which has been identified within the Bill for the purposes of grassland habitat creation;

“the Orange Land” means the land coloured orange on Plan 3, being land within the Petitioner’s ownership;

“the Red Land” means the land coloured red on Plan 2, being land within the Petitioner’s ownership;

“the Yellow Land” means the land coloured yellow on Plan 2, being land within the Petitioner’s ownership which has been identified within the Bill for the purposes of woodland habitat creation;

“the Petitioner” means Graham Ward 2010 Discretionary Will Trust, Graham Ward 1998 Children’s Life Interest Settlement, Graham Ward Will Trust, Graham Ward Farms Ltd of Netherset Hey Farm, Netherset Hey Lane, Madeley, Crewe CW3 9PE;

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

“the nominated undertaker” refers to the body or bodies appointed by the Secretary of State to carry out the powers conferred under the Bill to construct and maintain the scheme. The nominated undertaker may be HS2 Ltd, or it may be another body or bodies appointed to oversee the construction and operation of Phase 2A; and

“the Secretary of State” means the Secretary of State for Transport.

**Assurance 1. Wetland Habitat Creation**

1.1 The Secretary of State will require the nominated undertaker to consult the Petitioner on the opportunities to return the Green Land to agricultural use, and where appropriate enter into a management and maintenance agreement with the Petitioner in accordance with paragraph 2.2.

1.2 Entry by the Secretary Of State into an agreement pursuant to paragraph 1.1 is conditional upon the following:-

1.2.1 the agreement being in a form satisfactory to the Secretary of State which provides for the construction and maintenance of ecological habitat creation on the Green Land;

1.2.2 the Secretary of State being 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 the ecological habitat creation on the Green Land;

1.2.3 all activities to be permitted under the agreement complying with the required maintenance, management and monitoring plans to be incorporated in that agreement;

1.2.4 does not affect the integrity of required habitat creation and does not negatively impact the Promoter’s objective of seeking to achieve no net loss in biodiversity; and

1.2.5 any required consent being obtained from the local planning authority pursuant to paragraph 9 of Schedule 17 to the Bill.
1.3 Subject to an agreement being entered into pursuant to paragraph 2.1, the Secretary of State shall not exercise the powers of compulsory acquisition conferred by the Bill in relation to the Green Land but instead the Nominated Undertaker may exercise the powers of Schedule 15 to the Bill to enter and take temporary possession of the Green Land.

Assurance 2. Woodland Habitat Creation

2.1 In carrying out the detailed design of the Proposed Scheme, the Secretary of State shall require the nominated undertaker to consider a reduction in the extent of the ancient woodland compensation planting proposed for the Yellow Land.

2.2 In considering the reduction in the extent of the ancient woodland compensation planting proposed for the Yellow Land, the Secretary of State will require the nominated undertaker to consider the suitability of the Red Land illustrated on Plan 2 as part of the nominated undertaker's consideration of options for the reconfiguration the ancient woodland compensation planting on the Petitioners land holding.

2.3 In the event of the Secretary of State concludes that the Red Land is suitable for the reconfiguration of the ancient woodland compensation planting, the Secretary of State will require the nominated undertaker to use reasonable endeavours to seek an agreement with the petitioner to relocate ancient woodland compensation planting to the Red land subject to the following -

2.3.1 the Petitioner making available to the Secretary of State the Red Land for the relocation of ancient woodland compensation planting from the Yellow Land;

2.3.2 the reconfiguration of the woodland habitat will not result in creating any new or different environmental effects than those reported in the Environmental Statement;

2.3.3 the reconfiguration of the woodland habitat will not prejudice the safe, timely and economic delivery of the Proposed Scheme;

2.3.4 the Petitioner entering into a management and maintenance agreement in a form satisfactory to the Secretary of State which provides for the construction and maintenance of the reconfigured ancient woodland compensation planting on the Red Land to be provided by the Petitioner;

2.3.5 the Secretary of State being 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 the ecological habitat creation on the Red Land;

2.3.6 the Secretary of State being satisfied there is no legal impediment to the Petitioner entering into and complying with an agreement under paragraph 3.3 which may prejudice the construction or maintenance of the ancient woodland compensation planting;

2.3.7 does not affect the integrity of required habitat creation and does not negatively impact the Promoter's objective of seeking to achieve no net loss in biodiversity; and
2.3.8 any required consent being obtained from the local planning authority pursuant to paragraph 9 of Schedule 17 to the Bill.

Assurance 3. Relocation of grassland habitat creation

3.1 In carrying out the detailed design of the Proposed Scheme the Secretary of State shall require the nominated undertaker to consider relocation of the proposed area of grassland habitat creation as shown on the Blue Land to the Orange Land.

3.2 In considering the relocation, the Secretary of State will require the nominated undertaker to consider the suitability of the Orange Land.

3.3 In the event the Secretary of State concludes that the Orange Land is suitable for the relocation, the Secretary of State will require the nominated undertaker to use reasonable endeavours to enter into an agreement with the Petitioner to agree the relocation of the grassland habitat creation subject to the following -

3.3.1 the Petitioner making available to the Secretary of State the Orange Land for the relocation of the proposed area of grassland habitat creation;

3.3.2 the reconfiguration of the habitat will not result in creating any new or different environmental effects from those reported in the Environmental Statement;

3.3.3 the reconfiguration of the habitat will not prejudice the safe, timely and economic delivery of the Proposed Scheme;

3.3.4 the Petitioner entering into a management and maintenance agreement in a form satisfactory to the Secretary of State which provides for the construction and maintenance of the relocated habitat creation to be provided on the Orange land;

3.3.5 the Secretary of State being 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 the relocated habitat creation on the Orange Land;

3.3.6 the Secretary of State being satisfied there is no legal impediment to the Petitioner entering into an agreement under paragraph 3.3, which may prejudice the construction or maintenance of the relocated habitat creation;

3.3.7 the Petitioner does not affect the integrity of required habitat creation and does not negatively impact the Promoter's objective of seeking to achieve no net loss in biodiversity; and

3.3.8 any required consent being obtained from the local planning authority pursuant to paragraph 9 of Schedule 17 to the Bill.

In addition to the assurances above, I can confirm that the Secretary of State is currently undertaking a detailed review of the location of borrow pits on land required for the construction of the Proposed Scheme. This is detailed in Assurance 8, contained within Part A of the assurances sent to the National Farmers Union on 31 May 2018.
I can confirm that if the Petitioner's land holding is to be acquired for the purpose of a borrow pit, compensation will be payable in accordance with the Compensation Code.

In relation to the request for clarification about access to your clients' land near to Madeley, I can confirm that the private road leading to Moor Hall Farm will retain a vehicular junction with the A525 Bar Hill Road following construction of the Proposed Scheme.

If accepted, the assurances set out in this letter 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 Assurances¹.

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

¹ A copy can be found at https://www.gov.uk/government/publications/understanding-the-hybrid-bill-hs2-phase-2a-information-papers
Dear Mr Bedson


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.

As you may be aware, a number of written assurances have been offered to the National Farmers Union (NFU). These are set out in Part A of Annex A to my letter of 31 May 2018 to the NFU. These assurances cover the following matters: provision of an agricultural liaison service; agricultural land acquired for the purposes of the permanent railway corridor; the prompt payment of compensation by the Promoter; arrangements for paying estimated claims for compensation; relocation matters; liability and claims arising from the Phase 2A works; private water supplies; and borrow pits.

Although expressed to be for the benefit of NFU these assurances will benefit farmers and rural business owners affected by Phase 2A works.

These assurances will be included in a 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.

In addition to the above, you will see that Part B of my letter of 31 May 2018 includes a number of assurances that we have said will be issued to farmers or rural business owner petitioners on a case by case basis. I am therefore also writing to you, on behalf of the Secretary of State for Transport, to formally offer your clients a number of specific assurances in response to the following issues raised in their petition:

In these assurances, “the Nominated Undertaker” refers to the body or bodies appointed by the Secretary of State to carry out the powers conferred under the Bill to construct and maintain the scheme. The Nominated Undertaker may be HS2 Ltd, or it may be another body or bodies appointed to oversee the construction and operation of Phase 2A:

“1. Detailed design

1.1 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.

1.2 The Nominated Undertaker shall have regard to the responses received to the consultation undertaken under paragraph 1.1 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,

1.2.1 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

1.2.2 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.

1.3 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.

1.4 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.
2. **Agricultural soils**

2.1 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 landraising, 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 2.2) following completion of the relevant construction work; and
- a final report to determine the final handover condition of the agricultural soil.

2.2 Should the target specification not be met by the expiry of the period of five years for aftercare maintenance mentioned in paragraph 2.1 ("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.

2.3 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.

2.4 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.

3. **Land acquisition - Where land is materially changed but there is no need for maintenance of that change**

3.1 Subject to the Petitioner entering an agreement in a form satisfactory to the Secretary of State which provides that the Property Netherset Hey Farm 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 Netherset Hey Farm but instead the Nominated Undertaker may exercise the powers of Schedule 15 to the Bill to enter and take temporary possession of the Property.
3.2 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 this assurance.

4. Land acquisition - Where land is materially changed and there is a need for an obligation to maintain

4.1 Provided that-

4.1.1 the Petitioner enters into an agreement in a form satisfactory to the Secretary of State which-

4.1.1.1 provides that the Property Netherset Hey Farm need not be restored to its former condition following completion of construction activity on the land; and

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

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

4.1.2 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.

4.2 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 this assurance.

5. Land acquisition – Where land is occupied temporarily but the Petitioner requests the Secretary of State to acquire

5.1 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 3.1 and 4.1, the Petitioner may at any time prior to entry into an agreement under assurances 3.1 and 4.1, 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.

5.2 On receipt of a request pursuant to paragraph 5.1 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.

5.3 In reaching a decision pursuant to paragraph 5.2 the Secretary of State will need to be satisfied that necessary rights of access can be secured to the land in question.
5.4 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 this assurance.

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

6.1 The Secretary of State shall not exercise the powers of compulsory acquisition conferred by the Bill in relation to the Property Netherset Hey Farm but instead the Nominated Undertaker may exercise the powers of Schedule 15 to the Bill to enter and take temporary possession of the Property.

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

7.1 If at the date when it is proposed to implement the powers of the Bill in relation to the Property Netherset Hey Farm 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.

8. **Notices of entry and taking possession**

8.1 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.

8.2 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.

8.3 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.”

If accepted, these further assurances will be included 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.

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2 A copy can be found at [https://www.gov.uk/government/publications/understanding-the-hybrid-bill-hs2-phase-2a-informationpapers](https://www.gov.uk/government/publications/understanding-the-hybrid-bill-hs2-phase-2a-informationpapers)
It is hoped that these further assurances will address some of the issues raised in your petition and we may write to you further regarding any issues not addressed by these assurances. In the meantime if you have any queries please do not hesitate to contact Richard W Smith, Property Acquisition Manager, on richardw.smith@hs2.org.uk.

Yours sincerely

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


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.

We wrote to you on 29 June and 3 July 2018 offering a set of assurances to address these concerns. However, following further engagement with you, I am writing to you to offer your clients a further set of assurances on the following issues:

- Provision of information
- Relocation of agricultural buildings
- Identification of land for the relocation of agricultural buildings
- Professional costs and fees
- Drainage

The assurances themselves are attached to this letter at Annex A. In these assurances, “the nominated undertaker” refers to the body or bodies appointed by the Secretary of State to carry out the powers conferred under the Bill to construct and maintain the scheme. The nominated undertaker may be HS2 Ltd, or it may be another body or bodies appointed to oversee the construction and operation of Phase 2A.

If accepted, the assurances 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. The assurance process is set out in Annex B.
If you have any queries please don't hesitate to contact Stephen McFarlane on 020 7944 6206 and stephen.mcfarlane@HS2.org.uk.

Yours sincerely

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

1. **Provision of information**

1.1 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.

2. **Relocation of agricultural buildings**

2.1 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:

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

   2.1.2 the subject of a separate application for planning consent.

2.2 The assistance referred to in paragraph 2.1 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.

2.3 Paragraph 2.4 applies where notwithstanding any assistance provided in paragraph 2.1 a Petitioner provides to the Promoter evidence to the reasonable satisfaction of the Promoter that consent referred to in paragraph 2.1 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.

2.4 Any request to the Secretary of State by the Petitioner under paragraph 2.3 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.

2.5 In this assurance, “agricultural building” includes a residential building occupied as part of an agricultural building.

2.6 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.

3. **Identification of land for the relocation of agricultural buildings**

3.1 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 area in which the agricultural building is located), the Promoter will require the Nominated Undertaker to offer appropriate assistance to the Petitioner in respect of the relocation of an agricultural building by the exercise of the powers of clause 46 of the Bill.

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1 Assurance No.9 provided to the National Farmers Union
2 Assurance No.11 provided to the National Farmers Union
3 Assurance No.12 provided to the National Farmers Union
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.

3.2 In this assurance, “agricultural building” includes a residential building occupied as part of an agricultural building.

4. Professional costs and fees

4.1 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.

5. Drainage

5.1 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.

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

5.3 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.

5.4 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.

5.5 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.

5.6 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.

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4 Assurance No 13 provided to the National Farmers Union
5 Assurance No.21 provided to the National Farmers Union
Annex B

ASSURANCES: STEPS AND TIMING

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6 The latest draft of the Register can be found at https://www.gov.uk/government/publications/hs2-phase-2a-register-of-undertakings-and-assurances
7 A copy can be found at https://www.gov.uk/government/publications/understanding-the-hybrid-bill-hs2-phase-2a-information-papers
Dear Mr Bedson

HIGH SPEED RAIL (WEST MIDLANDS – CREWE) BILL – HOUSE OF COMMONS SELECT COMMITTEE:
PETITION HS2-P2A-000040 - GRAHAM WARD 2010 DISCRETIONARY WILL TRUST, GRAHAM WARD 1998 CHILDREN’S LIFE INTEREST SETTLEMENT, GRAHAM WARD WILL TRUST, GRAHAM WARD FARMS LTD

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

“In this assurance:-

“Additional Provisions” means amendments to the Bill introduced following deposit of the Bill into Parliament;

“the Bill” means the High Speed Rail (West Midlands – Crewe) Bill as deposited in the House of Commons on 17 July 2017 incorporating the Additional Provisions and references to “the Bill” includes any Act of Parliament enacting that Bill;

“Ecological Connectivity Corridor” means a reduced area of ancient woodland compensation planting (indicatively shown in blue) to provide a link between the existing woodlands at Aldersley Rough to the north and Hey Sprink to the south of the Yellow Land;

“Environmental Statement” means the environmental statement prepared for the Proposed Scheme and deposited at Parliament with the Bill;

“Land” means Netherset Hey Farm, Netherset Hey Lane, Madeley, Crewe CW3 9PE of which the Yellow Land and the Replacement Land form part;
“no net loss in biodiversity” means the objective of the Proposed Scheme to achieve no net loss in biodiversity by, inter alia, planting new woodland to address losses that could not be avoided;

“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;


“Plan” means the plan attached to this Assurance;

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

“Replacement Land” means the land coloured red and purple on the plan forming part of the Owners’ Land to be used for ancient woodland compensation planting instead of the Yellow Land

“Yellow Land” means the area designated for ancient woodland compensation planting shown coloured yellow on the plan.

1. Subject to the conditions in paragraph 2 below, the Secretary of State shall require the nominated undertaker in carrying out the detailed design of the Proposed Scheme to consider a relocation of the area designated for ancient woodland compensation planting on the Yellow Land while maintaining the Ecological Connectivity Corridor.

2. The conditions referred to in paragraph 1 above are that:

2.1 the nominated undertaker shall

   (i) consider the suitability of the Replacement Land and the maintenance of the Ecological Connectivity Corridor as part of the options for the reconfiguration of the area of ancient woodland compensation planting on the Owners’ Land; and

   (ii) engage with the Owners during the detailed design of the Proposed Scheme regarding the size and location of the Ecological Connectivity Corridor on the Yellow Land

3. In assessing the suitability of the Replacement Land the Secretary of State shall be satisfied that the provision of ancient woodland compensation planting on the Replacement Land will not:

   (i) result in creating new or different environmental effects from those reported in the Environmental Statement;
(ii) prejudice the safe, timely and economic delivery of the Proposed Scheme;

(iii) adversely affect the integrity of the ancient woodland compensation planting required to be provided on the Owners’ Land; and

(iv) adversely affect the objective to achieve no net loss in biodiversity.

4. Subject to the Secretary of State being satisfied that the Replacement Land and Ecological Connectivity Corridor is suitable for ancient woodland compensation planting and provided that the conditions in paragraph 5 below are fulfilled the Secretary of State shall require the nominated undertaker to use reasonable endeavours to seek the agreement of the Owners to relocate the ancient woodland compensation planting from the Yellow Land to the Replacement Land.

5. The conditions referred to in paragraph 4 above are:

5.1 the Secretary of State being satisfied that

(i) there is no legal and/or other impediment to the Owners entering into and thereafter complying with an agreement referred to in paragraph 4 above which may prejudice the construction and/or maintenance of Replacement Land and Ecological Connectivity Corridor as ancient woodland compensation planting;

(ii) the Owners are appropriate persons, having regard to the nature and objectives of the mitigation required to be provided, to be responsible for continuing maintenance of the ancient woodland compensation planting on the Replacement Land and Ecological Connectivity Corridor; and

(iii) the nominated undertaker obtains all necessary consents for the purpose of locating the ancient woodland compensation planting on the Replacement Land, including the necessary approval of the relevant local planning authority under paragraph 9 of Schedule 17.

5.2 the Owners:

(i) making the Replacement Land and Ecological Connectivity Corridor and any access to and egress from the Replacement Land and Ecological Connectivity Corridor available for the purpose of relocating ancient woodland compensation planting from the Yellow Land; and

(ii) entering into an agreement with, and in the form satisfactory to, the Secretary of State for the purpose of the construction, management and maintenance of the Replacement Land by the Owners as ancient woodland compensation planting."

If accepted, the assurance set out in this letter 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. The assurance process is set out in the attached.
If you have any queries please don't hesitate to contact Maya Williams-Orme, Petition Advisor, at Maya.Williams-Orme@hs2.org.uk.

Yours sincerely

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

### ASSURANCES: STEPS AND TIMING

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Dear Mr Bedson,


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 client 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.

I am writing to you, on behalf of the Secretary of State for Transport, to offer your client the following assurances:

“In these assurances:-

“Accommodation Underbridge” means the existing accommodation underbridge on the Stoke to Market Drayton Railway the position of which is marked ‘Accommodation Underbridge’ on Plan 1;

“Additional Provisions” means amendments to the Bill introduced following deposit of the Bill into Parliament;

“Bill” means the High Speed (West Midlands-Crewe) Bill as deposited in the House of Commons on 17 July 2017 incorporating the Additional Provisions and references to the ‘Bill’ includes any Act of Parliament enacting that Bill;

“the Blue Land” means that part of the Property shown coloured blue and labelled Area 1 on Plan 2;

“the Borrow Pit” means the borrow pit identified on Plan 2 as Area 2 and located within the area edged Green on Plan 2;
“Borrow Pit Extraction Methodology” means the methodology for the extraction of materials from the Borrow Pit which shall include the following:

a) information on the method or methods for the extraction of materials from any part of the Borrow Pit located upon the Property,
b) information on any other works and/or activities required in connection with the extraction of materials from the Borrow Pit which are to be constructed and/or undertaken on or from the Property,
c) information on any sequencing of material extraction operations for any part of the Borrow Pit located upon the Property, and
d) information on the method or methods to be employed for ensuring that any minerals located within the Property that are not extracted by the Nominated Undertaker for the purposes of the Proposed Scheme shall remain accessible for potential future extraction following the Nominated Undertaker’s restoration of the Borrow Pit;

“Compensation Code” means the code of statute and case law determining the compensation to be paid to landowners and occupiers of land where land or rights in land are authorised to be compulsorily acquired under the Bill;

“the Diversion” means that section of the diversion route for Madeley Footpath 24 which is shown connecting Bar Hill Road and Bower End Lane on Plan 3;

“Farm Access Track” means that section of the existing farm access track which passes through the Accommodation Underbridge;

“Footpath” means the footpath known as Footpath Madeley 14 which is located in the Parishes of Whitmore and Madeley;

“Nominated Undertaker” refers to the body or bodies appointed by the Secretary of State to carry out the powers conferred under 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;

“Petitioner” means the Graham Ward 2010 Discretionary Will Trust, Graham Ward 1998 Children’s Life Interest Settlement, Graham Ward Will Trust and Graham Ward Farms Ltd of Netherset Hey Farm, Netherset Lane, Crewe, CW3 9P

“Plan 1” means the plan attached to this assurance with the title ‘Plan 1’;

“Plan 2” means the plan attached to this assurance with the title ‘Plan 2’;
“Plan 3” means the plan attached to this assurance with the title ‘Plan 3’;

“the Property” means the land and buildings owned and occupied by the Petitioner situated within the Act limits (as defined in the Bill) located at Netherset Hey Farm, Netherset Lane, Crewe, CW3 9P and shown shaded green on Plan 2;

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

“Secretary of State” means the Secretary of State for Transport or any successor Secretary of State or minister holding the Transport portfolio;

“the Temporary Access” means a temporary means of vehicular and pedestrian access over and along the Diversion for the purposes of the Petitioner accessing to and from that part of the Property that abuts the Diversion and which is located immediately adjacent to the Temporary Material Stockpile; and

“the Temporary Material Stockpile” means the temporary material stockpile located to the north-east of Madeley Footpath 24 and which is shown coloured brown on plan CT-05-233 of Volume 2: Map Book, CA4:Whitmore Heath to Madeley, of the Supplementary Environmental Statement 2 and Additional Provision 2 Environmental Statement as submitted with additional provision 2 (February 2019) to the Bill.

1. **Assurance No. 1 – Use of the Blue Land**

1.1 Subject to the completion of further ground investigations to inform the extent of material extraction operations required to be undertaken from the Borrow Pit for the purposes of facilitating the timely and economic delivery of the Proposed Scheme, the Secretary of State will require the Nominated Undertaker to use reasonable endeavours not to use the Blue Land or any part of the Blue Land for the purposes of undertaking material extraction operations for the Borrow Pit.

2. **Assurance No. 2 - Borrow Pit Extraction Methodology**

2.1 Prior to the completion of the detailed design of the works authorised by the Bill that are proposed to be constructed on or operated from any part of the Property for the purposes of the operation of the Borrow Pit, the Secretary of State will require the Nominated Undertaker to consult the Petitioner regarding the Nominated Undertaker’s preparation of the Borrow Pit Extraction Methodology.

2.2 The Nominated Undertaker shall have regard to the responses received to the consultation under paragraph 2.1 above and in so far as reasonably practicable, after taking into account all other relevant factors including but not limited to the relevant factors referred to in paragraph 2.4 below associated with the design, construction, operation and restoration of the Borrow Pit,
2.2.1 notwithstanding paragraph 1.1 above, seek to reduce 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;

2.2.2 seek to accommodate reasonable proposals from the Petitioner to modify the Borrow Pit Extraction Methodology for the purposes of facilitating the efficient management of the Petitioner's agricultural holding operated by the Petitioner on or from the Property during the period of the excavation of the Borrow Pit by the Nominated Undertaker; and

2.2.3 seek to accommodate reasonable proposals from the Petitioner to modify the Borrow Pit Extraction Methodology for the purposes of ensuring any minerals located within the Property that are not extracted by the Nominated Undertaker for the purposes of the Proposed Scheme shall remain accessible for potential future extraction following the Nominated Undertaker's restoration of the Borrow Pit.

2.3 Nothing in this assurance shall require any modification to the Borrow Pit Extraction Methodology which gives rise to any new or different significant effect on the environment which has not been addressed in the environmental statement for the Proposed Scheme.

2.4 The relevant factors referred to in paragraph 2.2 above are:-

2.4.1 any requirements of the local planning authority for the approval of the operation and restoration of the Borrow Pit under Schedule 17 of the Bill;

2.4.2 the safe, timely and economic operation of the Borrow Pit;

2.4.3 compliance with other relevant undertakings and assurances; and

2.4.4 the safe, timely and economic delivery of any other works for the Proposed Scheme connected with, or within the vicinity of, the Borrow Pit.

3. Assurance No. 3 – Compensation

3.1 In the event that the Secretary of State exercises the powers of the Bill to compulsorily acquire the Property or any part of the Property the compensation payable by the Secretary of State for land will be assessed by the Secretary of State in accordance with the Compensation Code which will include the full open market value of the land and may include potential development value of the land for mineral extraction.

4. Assurance No. 4 – Accommodation Underbridge

4.1 Following the completion of the construction of works for the Proposed Scheme that are to be constructed on or from the Property, the Secretary of State will require the Nominated Undertaker to:-

4.1.1 reinstate the existing route of the Footpath that passes through the Accommodation Underbridge; and

4.1.2 reinstate the Farm Access Track to a standard that is, as far as is reasonably practicable, the same as the standard of the Farm Access Track immediately prior
to the Nominated Undertaker taking possession of the Farm Access Track for the purpose of constructing the Proposed Scheme.

5. **Assurance No. 5 – Temporary Access**

5.1 The Secretary of State will require the Nominated Undertaker, for the duration of the period that works for the Proposed Scheme are being constructed on or from the Property, to provide the Petitioner with the Temporary Access.

5.2 If during the period that works for the Proposed Scheme are being constructed on or from the Property, the Petitioner’s use of the Temporary Access is to be subject to any temporary restrictions as may be required by the Nominated Undertaker to ensure the safe operation of any construction works for the Proposed Scheme that are located in the vicinity of the Temporary Access, then the Secretary of State will require the Nominated Undertaker to:

5.2.1 provide the Petitioner with such prior notice of the commencement of any temporary restrictions as is reasonable practicable; and

5.2.2 seek to minimise as far as is reasonably practicable the duration of any temporary restrictions.

5.3 Prior to the completion of the detailed design of the Diversion, the Secretary of State will require the Nominated Undertaker to engage with the Petitioner and use reasonable endeavours to agree with the Petitioner the appropriate timescales for the construction of any works by the Nominated Undertaker that may be required to provide the Temporary Access.”

If accepted, these assurances 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. The assurance process is set out in Annex A.

If you have any queries please don’t hesitate to contact Maya Williams-Orme on 0207 944 3920 and maya.williams-orme@hs2.org.uk.

Yours sincerely

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

#### ASSURANCES: STEPS AND TIMING

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