# EXHIBIT LIST

Reference No: HOC/00026  
Petitioner: Edward Nield  
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*HS2*
Dear Mr Bedson

HIGH SPEED RAIL (WEST MIDLANDS – CREWE) BILL – HOUSE OF COMMONS SELECT COMMITTEE: PETITION HS2-P2A-000026 – MR EDWARD NIELD

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.

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 NFU¹. 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 client a number of specific assurances in response to the following issues raised in their petition:

- Assurance No. 1 as per Extent of land take (paragraph 1-5)
- Assurance No. 2, 3 and 4 as per powers of temporary possession (paragraph 6-9)
- Assurance No. 5 and 6 as per Powers of compulsory purchase (paragraph 12-13)
- Assurance No. 7 as per Notice period relating to temporary possession (paragraph 14-16)

¹ A copy can be found at https://www.gov.uk/government/publications/hs2-phase-2a-assurances-given-during-select-committee
• Assurance No. 1 as per Compensation generally (paragraph 17-18)
• Assurance No. 1 as per Access and quality of accommodation works (paragraph 19-20)
• Assurance No. 1 as per Ecological and other mitigation measures on farmland (paragraph 21-24)

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

2.1 Subject to the Petitioner entering an agreement in a form satisfactory to the Secretary of State which provides that the Property, parcel of land located off Bar Hill Road, 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, parcel of land located off Bar Hill Road, but instead the Nominated Undertaker may
exercise the powers of Schedule 15 to the Bill to enter and take temporary possession of the Property.

2.2 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.

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

3.1 Provided that-

3.1.1 the Petitioner enters into an agreement in a form satisfactory to the Secretary of State which—

3.1.1.1 provides that the Property, parcel of land located off Bar Hill Road, need not be restored to its former condition following completion of construction activity on the land; and

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

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

3.1.2 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.

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 occupied temporarily but the Petitioner requests the Secretary of State to acquire

4.1 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 2.1 and 3.1, the Petitioner may at any time prior to entry into an agreement under assurances 2.1 and 3.1, 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.

4.2 On receipt of a request pursuant to paragraph 4.1 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.
4.3 In reaching a decision pursuant to paragraph 4.2 the Secretary of State will need to be satisfied that necessary rights of access can be secured to the land in question.

4.4 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.

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

5.1 The Secretary of State shall not exercise the powers of compulsory acquisition conferred by the Bill in relation to the Property, parcel of land located off Bar Hill Road, but instead the Nominated Undertaker may exercise the powers of Schedule 15 to the Bill to enter and take temporary possession of the Property.

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

6.1 If at the date when it is proposed to implement the powers of the Bill in relation to the Property, parcel of land located off Bar Hill Road, 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.

7. Notices of entry and taking possession

7.1 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.

7.2 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.

7.3 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 Petitioners 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.

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 Maya Williams-Orme, Senior Property Acquisition Manager, on maya.williams-orme@hs2.org.uk.

Yours sincerely

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

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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