# EXHIBIT LIST

Reference No: HOC/00027  
Petitioner: Philip and Sue Proudlove  
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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:

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

“the Blue Land” means the land coloured blue on the attached plan numbered 1. The land has been identified within the Bill for the purposes of ecological mitigation.

“the Green Land” means the land coloured green on the attached plan numbered 2. The land has been identified within the Bill for the purposes of landscape mitigation.

“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;

“the Orange Land” means the land coloured Orange on the attached plan numbered 3.

“the Petitioner” means Mr Philip and Mrs Sue Proudlove of Sutch Farm, Back Lane, Shavington, Crewe CW 2 5BA;

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

“the Red Land” means the land outlined in red on the attached plan numbered 2. The land has been identified within the Bill for the purposes of landscape mitigation.
“the Secretary of State” means the Secretary of State for Transport; and

“the Yellow Land” means the land coloured yellow on the attached plan numbered 4. The land has been identified within the Bill for the purposes of landscape mitigation.

Assurance 1. Ecological Mitigation

1.1 The Secretary of State will require the nominated undertaker, where reasonably practicable, to modify the design of the proposed ecological mitigation on the Blue Land, for the purposes of facilitating the efficient management of the Petitioner’s agricultural holding following the completion of construction of the Proposed Scheme subject to the Petitioner’s agreement.

1.2 The modifications referred to in paragraph 1.1 are subject to:

1.2.1 the proposed modification in the ecological mitigation planting referred to in paragraph 1.1, does not create any new or different environmental effects than those assessed in the Environmental Statement deposited with the Bill;

1.2.2 the proposed modification in the ecological mitigation planting referred to in paragraph 1.1, receives approval from the local planning authority under paragraph 9 of Schedule 17 to the Bill.

Assurance 2. Environmental Mitigation

2.1 The Secretary of State will require the nominated undertaker as far as reasonably practicable, to reduce the depth of the environmental mitigation planting on the Green Land and reduce the gradient on the Red Land, in order that the Petitioner’s land holding is more readily available for agricultural use.

2.2 The reductions referred to in paragraph 2.1 are subject to:

2.2.1 the proposed reduction in the environmental mitigation planting referred to in paragraph 2.1 does not create any new or different environmental effects than those assessed in the Environmental Statement deposited with the Bill;

2.2.2 the proposed reduction in the environmental mitigation planting referred to in paragraph 2.1 receives approval from the local planning authority under paragraph 9 of Schedule 17 to the Bill.

Assurance 3. Agricultural Access

3.1 Subject to the conditions in paragraph 3.2, the Secretary of State will require the nominated undertaker to use reasonable endeavours, to provide a permanent accommodation access suitable for agricultural use from Chorlton Lane to the Orange Land, for the benefit of the owner and occupiers of land in this field.

3.2 The conditions referred to in paragraph 3.1 are that:

3.2.1 such access can be provided within the existing powers of the Bill and without the need for any additional land from that identified on the deposited plans as within the limits of land to be acquired or used for the purposes of the Proposed Scheme; and
3.2.2 such access can be provided without giving rise to any new or different significant environmental effects from those identified in the Environmental Statement accompanying the Bill;

3.2.3 the determination of suitability for agricultural use shall be determined by the nominated undertaker, subject to consultation with the Petitioner.

Assurance 4. Reduction of Land Take at Sutch Farm

4.1 The Secretary of State shall require the nominated undertaker to reduce the extent of the landscape mitigation planting proposed to be located within the Yellow Land for the purposes of facilitating the efficient management of the Petitioner's agricultural holding following the completion of construction of the Proposed Scheme.

4.2 This assurance is subject to:

4.2.1 the proposed reduction in the landscape mitigation planting referred to in paragraph 4.1 does not create any new or different environmental effects than those assessed in the Environmental Statement deposited with the Bill;

4.2.2 the proposed reduction in the landscape mitigation planting referred to in paragraph 4.1 does not prejudice the safe, timely and economic delivery of the Proposed Scheme; and

4.2.3 the proposed reduction in the landscape mitigation planting referred to in paragraph 4.1 receives approval from the local planning authority under paragraph 9 of Schedule 17 to the Bill.

Assurance 5. Balancing Pond

5.1 Prior to the completion of the detailed design of the works authorised by the Bill, the Secretary of State will require the nominated undertaker to consult the Petitioner regarding the detailed design of the balancing pond coloured blue on plan 4, proposed to be constructed upon the Petitioner's landholding under the powers of the Bill.

5.2 The nominated undertaker shall have regard to the Petitioner's responses under paragraph 5.1 and in so far as reasonably practicable, after taking into account all other relevant factors associated with the design, construction, maintenance and operation of the balancing pond and other ecological or other mitigation seek to:

5.2.1 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

5.2.2 accommodate reasonable proposals from the Petitioner 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 balancing pond.

5.3 Nothing in this assurance shall require any modification to the balancing pond which gives rise to any significant impact on the environment which has not been addressed in the Environmental
Statement for the Proposed Scheme but that does not preclude consideration being given to any proposals for such modifications.

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 Assurances.

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
The 'Yellow Land', landscape mitigation to be reduced, subject to detailed design.
3 July 2018

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 you r clients a number of specific assurances in response to the following issues raised in their petition:

- Assurance No. 1 and 2 as per Extent of Land Take (paragraph 1-5)

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1 A copy can be found at https://www.gov.uk/government/publications/hs2-phase-2a-assurances-given-during-select-committee
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, Sutch 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 [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.

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 [describe] 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, Sutch 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 [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.

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.

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

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)
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