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HIGH SPEED RAIL (LONDON – WEST MIDLANDS) BILL

PARLIAMENTARY PETITION

P2A-000039 – E W H Moore Partnership

Presented by
Charles Roger Bedson BSc MRICS FAAV
HIGH SPEED RAIL (WEST MIDLANDS-CREWE) BILL

Please find set out herewith our Parliamentary Petition on behalf of E W H Moore Partnership of Grange Farm, Checkley Lane, Wrinehill, Crewe.

1. Background

1.1 E W H Moore Partnership farms around 1100 acres of land centred on Grange Farm, Checkley. In addition to the arable enterprise, the farm’s main activity is egg production from around 625,000 chickens.

1.2 The business has the following statistics:

- Turnover between £9m-£11m per annum depending on cost of feed/input costs and cost of sales.
- It employs around 40 staff.
- It represents many million pounds of investment.
- It produces approximately 15 million dozen eggs per annum, representing around 2% of the UK fresh egg market.
- The system revolves around a high welfare regime for the birds with no more than 60 being kept in each pen.
- Any interruption in production will ultimately result in lost supply contracts.

1.3 As a resume of the business:

- A significant investment of around £12m was made in 2012 representing a 20 year investment.
- The use of small ‘battery’ cages for egg production was banned in the UK some time ago and it is likely that the use of colony pens may become a less favoured means of production within the next ten years or so.
- Alternative means of production are to house birds in free range sheds with the most efficient system being two sheds containing around 64,000 birds each either side of a central pack house.
- Each of the 128,000 bird units requires around 64 hectares (160 acres). The farm needs five of these units to tie in with the number of birds currently kept. Hence, 320 hectares of immediately available land will ultimately be required at the next round of investment to keep the business at current levels.
- Landtake therefore needs to be kept to an absolute minimum.

1.4 Petitioners amazed to note in table 13 (page 103) of South Cheshire CA5 Community Forum report:

- disruptive effects of the scheme during construction were described as “low”. This demonstrates a lack of understanding of the property and how it may be impacted during the scheme.
1.5 Referring to table 15 (page 108) of same document:

- under the heading “Impacts on Holdings” at point 4.4.32 that the severance effect is also “low”

- land required is “negligible” and that the effect on the infrastructure is “negligible”.

Again, this demonstrates a complete lack of understanding of the business stemming from a lack of engagement.

2. Engagement with HS2

2.1 Initial on site meeting attended by Peter Williams of Reading Agricultural Consultants on 13 April 2016. Effects of the scheme were simply shown as a grey, uniform safeguarded line.

2.2 The main concerns raised at that meeting and a further meeting was held on 7 July 2016 attended by Richard Johnston (former engineer for HS2), Peter Williams and Rebecca Lewis.

2.3 The release of the draft Environmental Statement in September 2016 raised further concerns as the design became more apparent. Representations were made to that on a number of significant points in November 2016.

2.4 Meetings sought with HS2 throughout early part of 2016, leading up to the deposition of the Bill in Parliament.

Various purdah periods were cited as a reason for not meeting and not wishing to engage to discuss the design of the scheme and the impact on the farm business.

2.5 Representations were made to the final Environment Impact Assessment in September 2017, with further requests to meet to seek to mitigate the impact of the scheme.

2.6 HS2 came to site on 1 December 2017, (a delay of over a year) to discuss the impact of the scheme on your petitioner’s business. Again, requests for information made but nothing substantive has been heard since to the point of preparing petition.

3.0 Impact Upon the Farm and Requests for Assurances

3.1 Attached at Appendix A post scheme plans CT-06-235 and CT-06-236 together with Appendix B during construction plans CT-05-235 and CT-05-236. These plans are annotated as per the points below:

3.2 Appendix B point 1 – during construction your petitioners wonder how access will be retained to this area of land.

- 22 acres completely severed during the construction period
• Petitioners request landtake for the Checkley North Satellite and Main Compounds be kept to an absolute minimum and access be retained to this important parcel of land.

3.3 Appendix B point 2 – an area of ‘grassland habitat creation’ has appeared in this location. It represents around 12 acres of land which is significant in its own right but the ponds which appear to be created upon give rise to much greater concerns.

3.4 Chickens are susceptible to bird flu.

• Bird flu is most commonly spread to domestic fowl by wetland birds defecating on the area where the domestic fowl are housed.

• Creation of wetland therefore (even ponds and scrapes) is something that needs to be avoided at all costs.

• Further areas shown at Appendix A, notably at points 6, 7, 9, 9b and 9c, all of which are areas which could attract wetland species and significantly increase the risk of the spread of bird flu at Grange Farm.

• There has never been an incident at the farm to date.

• Petitioners request therefore that all of these areas be deleted from the plans. HS2 have been asked on many occasions for their justification for these areas but the only response received is that it is the subjective opinion of an ecologist.

3.5 Appendix B – a substantial borrow pit which has appeared, part of which is on petitioner’s farm that effectively writes off 14 acres of land.

3.6 Petitioners request the temporary materials stockpiles at point 4 be relocated to north east of the railway line to point 3 in order to mitigate the losses in and around Grange Farm.

• Land needed for future free range bird sheds.

3.7 Appendix A points 8, 9, 9a and 9b:

• Post scheme amount of land required for the railway at these points is very significant.

• At its widest point it measures around 200 metres when the structural embankment of the railway itself at its widest point is probably around 90 metres.

• No receptors.

• Petitioners request that landtake be kept to an absolute minimum as indicated at point 8 and retained within what is structurally required for the embankment.
• Petitioners do not wish to see ‘landscape earthworks’ which are unlikely to significantly reduce the impact within the landscape.

• Landtake required for HS2 can be compared with that of the West Coast Mainline which typically is no more than 30 or 40 metres in width.

3.8 Request re-design of access roads at points 9a and 9b. They could be tightened up so as to devour less land and retain more land in agricultural production whilst still providing areas for tree planting and habitat mitigation.

3.9 Appendix A point 10 – at this point there is a requirement for significant noise mitigation techniques. Chickens in pens frighten easily from sudden noise and sudden bursts of light.

• Typically flock together smothering one another, resulting in serious injury and death. These points were raised with Peter Williams and Richard Johnston and the farm will be commissioning its own independent noise study in due course.

• Sudden impact of noise from a high speed train is likely to have a very serious impact on the welfare of the chickens.

• Petitioners have asked on numerous occasions for details of noise mitigation measures to be declared and projected noise figures at this precise location and full specification for mitigation works.

• At the site meeting on 7 July 2017 with Richard Johnston and Peter Williams, these matters were discussed in detail and noted that the engineering design was being steered towards the construction of a noise bund to the rear of the sheds.

3.10 A number of other points discussed at that meeting need addressing. The chicken sheds have approximately 1 hectare of roof space. The drainage for these needs to be taken into account.

3.11 The area of land immediately to the rear of the chicken sheds is in effect a ‘swale’ which is an area of grassland that is recognised as being capable of absorbing the dust etc. coming from the fans to the rear of those sheds. This of itself is the area around point 10 at Appendix A and provides vital environmental benefits which must not be disrupted.

Petitioners request therefore that HS2 work with them to fund the necessary replacement fans and ventilation equipment to the rear of the building as may be required if the swale becomes ineffective.

4. Summary

4.1 As with other linear transport infrastructure projects landtake should be kept to an absolute minimum and kept within the structural requirements of what is required to engineer the scheme, with suitable mitigation measures appropriate to the landowner.
4.2 Those areas where ponds are to be created and where grassland habitat creation may be required need to be kept some distance away from Grange Farm to reduce the risk of bird flu.

4.3 Suitable noise insulation measures must be put in place at point 10 to reduce the risk of damage or injury to the birds in the event of sudden noise from the railway line. Again, there are no recorded incidents of smothering or flocking at Grange Farm.

4.4 The environmental swale to the rear of the sheds must be maintained or alternative solutions put in place.

5. Copy of assurances given to NFU attached at Appendix C. Request an assurance that these will be given to your petitioners in this case.

6. Assurance requested that HS2 will meet the reasonable cost of this petition and for your petitioners’ advisor to attend the committee hearing. Petitioners have tried to meet with HS2 to seek to mitigate the impact of the scheme on their property. Petitioners believe had HS2 engaged more meaningfully then the petition would not have been necessary.

We commend these comments to the Committee.
HIGH SPEED RAIL (WEST MIDLANDS - CREWE) BILL - HOUSE OF
COMMONS SELECT COMMITTEE: THE NATIONAL FARMERS UNION

Part A - Assurances specific to NFU

Assurance No.1 - Agricultural liaison service

1.1. The Secretary of State will require the Nominated Undertaker to ensure that there is an
agricultural liaison service providing individuals experienced in agricultural matters in place
and contactable by telephone 24 hours a day, 7 days per week, during the construction of
HS2 works on agricultural land.

1.2. The Secretary of State will require that the Nominated Undertaker will:

1.2.1. Provide the name and contact details of the agricultural liaison service provider(s)
(and any replacement) to the NFU before he or she takes up his or her post;

1.2.2. Arrange meetings between the agricultural liaison service provider(s) and the NFU on
a regular basis, and at least every three months to discuss the activities of the
agricultural liaison service provider.

Assurance No.2 - Prompt payment of compensation

2.1. The Secretary of State will, in line with wider Government policies, require the Nominated
Undertaker to pay promptly compensation that has been agreed or determined by the Upper
Tribunal of the Lands Chamber to be payable to a claimant under the Bill in respect of the
compulsory acquisition of agricultural land/rural businesses.

Assurance No.3 - Estimated claims for compensation

3.1. Where a farmer/rural business owner submits to the Promoter detailed particulars of an
estimated claim for compensation arising from the compulsory acquisition of agricultural
land/a rural business (a “detailed request”), the Promoter will provide in writing within three
months of receipt of the detailed request the Nominated Undertaker’s estimate of the
compensation (including for disturbance) payable in respect of the compulsory purchase of
that agricultural land/rural business.

3.2 Where possession of land is taken by the Nominated Undertaker under Schedule 15 of the
Bill and an owner occupier or agricultural tenant submits to the Promoter a particularised
and evidenced claim for compensation based upon agricultural losses arising from the
temporary occupation of agricultural land pursuant to paragraph 1 of Part 1 of Schedule 15
to the Bill (a “compensation request”), the Promoter will make interim payments of
compensation as appropriate on a case by case basis. For example, payments could be
made on a three monthly, six monthly or (as a minimum) annual basis taking account of the
particular characteristics of the agricultural business in question. Before making the interim
payments, the Nominated Undertaker may require the owner occupier or agricultural tenant
to enter into a Temporary Possession Agreement in advance of the exercise of powers.

Assurance No.4 - Relocation matters

4.1. In respect of farmers/rural business owners, the Promoter will use reasonable endeavours to
reach an agreement with that farmer/rural business owner, where a business case is
approved and where it relates to a relocation necessary for a particular business in consequence of permanent acquisition by the Promoter of land required for that business, such agreement to provide that compensation will be paid in advance of entry after Royal Assent, subject to the Promoter being satisfied there is no subsisting mortgage over the land in question and that suitable security for any advanced payment can be adequately secured.

Assurance No.5 – Liability and claims

5.1. The Secretary of State confirms that the Nominated Undertaker will be liable to farmers and rural business owners for the actionable acts and omissions of the Nominated Undertaker’s contractors and sub-contractors in constructing the works authorised by the Bill, and as a consequence the Secretary of State will require the Nominated Undertaker to:

5.1.1 Set in place arrangements to deal promptly with any claims made by farmers and rural business owners arising as a consequence of the construction of the works authorised by the Bill (including as a consequence of the acts or omissions of the Nominated Undertaker’s contractors and sub-contractors).

5.2. The Secretary of State will require the Nominated Undertaker to implement contractual monitoring, reporting and enforcement procedures to ensure that third party claims against the Nominated Undertaker arising out of the execution of HS2 works on the farmer/rural business owner’s land are being dealt with promptly and effectively.

Assurance No.6 – Water supply

6.1 Where an existing private water supply to a farm is adversely and directly, affected by the construction of the Proposed Works, the Nominated Undertaker will, if requested by the farmer or landowner to do so, provide or procure or meet the reasonable cost of the provision of an alternative supply of water where reasonably practicable to do so and if there is no other practicable alternative means of supply available.

6.2 Where the supply is so affected temporarily by the construction of the Proposed Works, then the alternative supply need only be supplied for the period during which it is so affected.

6.3 Where a request is made by the farmer or landowner under 6.1 for a permanent supply due to permanent severance of the existing supply caused by the construction of the Proposed Works the Nominated Undertaker will where provision of an alternative means of supply can be demonstrated by the land owner/farmer to be reasonably required for his business, provide or procure or meet the reasonable cost of a permanent means of alternative supply of water.

Assurance No.7 – Borrow Pits

7.1 Following the completion of preliminary Ground Investigation of the sites proposed under the Bill for development of Borrow Pits but prior to the termination of proceedings on the Bill before the House of Commons Select Committee, the Promoter will publish a review of the extent of land likely to be required and in preparing the report the Promoter will consult with the NFU and those landowners on whose land the Borrow Pits are proposed to be developed.

Part B – Generic assurances to be offered to farmers or rural business owner petitioners on a case-by-case basis

Assurance No.8 – Provision of information
8.1. The Promoter will keep the Petitioner informed of the progress of the Bill and of likely target dates for implementation of Phase 2A of the HS2 project.

Assurance No.9 – Notices of entry and taking possession

9.1. Notwithstanding the requirements under the Bill to give 3 months’ notice of entry in relation to the outright acquisition of land, where reasonably practicable, the Nominated Undertaker will provide a longer period of notice to the Petitioner in respect of any of the Petitioner’s land to be acquired outright under the Bill.

9.2. Notwithstanding the requirements under the Bill to give 28 days’ notice of entry under Part 1 of Schedule 15 in relation to the temporary occupation of land the Nominated Undertaker will use reasonable endeavours, and in advance of any formal notification required under the Bill, to notify the Petitioner of the expected quarter of the calendar year in which the Petitioner’s land is planned to be occupied temporarily under the Bill.

9.3. Following the receipt by the Nominated Undertaker of the programme of works from the relevant works contractor in relation to the Petitioner’s land, the Promoter will provide to, and discuss with, the Petitioner an estimate of the likely period of occupation of the Petitioner’s land and shall from time to time update the Petitioner with further information as to the likely extent of the period of temporary occupation.

Assurance No.10 – Relocation of agricultural buildings

10.1. The Promoter will require the Nominated Undertaker to offer appropriate assistance to the Petitioner in respect of the relocation of any agricultural buildings displaced for the purposes of the project where the replacement is either:

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

10.1.2. the subject of a separate application for planning consent.

10.2. The assistance referred to in paragraph 10.1. shall (if requested by the Petitioner) include the provision of a statement of impact and timing for the Petitioner in respect of the need for relocation of an agricultural building.

10.3. Paragraph 10.4. applies where notwithstanding any assistance provided in paragraph 10.1., a Petitioner provides to the Promoter evidence to the reasonable satisfaction of the Promoter that consent referred to in paragraph 10.1. and required to give effect to the relocation of an agricultural building, is unlikely to be obtained and requests the Secretary of State to take steps to authorise the relocation of the displaced building by the exercise of the powers of clause 46 of the Bill.

10.4. Any request to the Secretary of State by the Petitioner under paragraph 10.3. shall be considered by the Secretary of State in accordance with the policy relating to reinstatement of undertakings set out in section 7 of HS2 Information Paper C7, Business Relocation.

10.5. In this assurance and in Assurances 11 and 12, “agricultural building” includes a residential building occupied as part of an agricultural building.

10.6. In this assurance, a “statement of impact and timing” means a statement describing the impact of the work proposed to be undertaken in relation to the agricultural building(s) in question and the timescales in which those impacts are intended to be implemented.

Assurance No.11 – Identification of land for the relocation of agricultural buildings

11.1. If prior to the giving of notice of entry or prior to the notice of vesting under a general vesting declaration to acquire land permanently (whether or not before Royal Assent) the Petitioner identifies suitable land for the relocation of an agricultural building (whether within or outside the Petitioner’s ownership) and the Petitioner provides to the Secretary of State a detailed course of action substantiating the relocation, the Secretary of State will confirm
whether or not he accepts that the land identified and evidence supporting the course of action provides a reasonable basis for the Petitioner's claim for compensation in the event that the Bill receives Royal Assent and the Secretary of State exercises his powers of compulsory acquisition.

**Assurance No.12 – Professional costs and fees**

12.1. The Promoter acknowledges that proper professional costs and fees reasonably incurred by the Petitioner for the purposes of seeking to identify suitable alternative premises at which to relocate an agricultural building which is subject to the power of compulsory acquisition under the Bill, will form a Head of Claim as part of any disturbance claim arising from the acquisition of that land under the Bill.

**Assurance No.13 – Land acquisition**

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

13.1. The Secretary of State shall not exercise the powers of compulsory acquisition conferred by the Bill in relation to the Property [describe] but instead the Nominated Undertaker may exercise the powers of Schedule 15 to the Bill to enter and take temporary possession of the Property.  

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

13.2. If at the date when it is proposed to implement the powers of the Bill in relation to the Property [describe] the Secretary of State is satisfied, in the light of detailed design of the project, that any part of the property will not be required for the accommodation of any permanent works authorised by the Bill the Secretary of State shall not exercise the powers of compulsory acquisition conferred by the Bill in relation to that part of the Property but instead the Nominated Undertaker may exercise the powers of Schedule 15 to the Bill to enter and take temporary possession of the Property.  

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

13.3. Subject to the Petitioner entering an agreement in a form satisfactory to the Secretary of State which provides that the Property [describe] need not be restored to its former condition following completion of construction activity on the land, the Secretary of State shall not exercise the powers of compulsory acquisition conferred by the Bill in relation to the Property [describe] but instead the Nominated Undertaker may exercise the powers of Schedule 15 to the Bill to enter and take temporary possession of the Property.  

*Where land is materially changed and there is a need for an obligation to maintain.*

13.4. Provided that–

13.4.1 the Petitioner enters into an agreement in a form satisfactory to the Secretary of State which–

13.4.1.1 provides that the Property [describe] need not be restored to its former condition following completion of construction activity on the land; and

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

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

13.4.2 the Secretary of State is satisfied that the Petitioner is an appropriate person, having regard to the nature and objectives of the mitigation required to be provided, to be responsible for securing the maintenance of that mitigation;] [N.B. only relevant where this is a site identified for ecological mitigation]
the Secretary of State shall not exercise the powers of compulsory acquisition conferred by the Bill in relation to the Property but instead the Nominated Undertaker may exercise the powers of Schedule 15 to the Bill to enter and take temporary possession of the Property.

13.5 Where the Nominated Undertaker exercises powers of temporary occupation over land under the Bill which is subject to compulsory acquisition and the Nominated Undertaker proposes to the Petitioner that the Petitioner enters into an agreement with the Secretary of State for the purposes of assurances 13.3 and 13.4, the Petitioner may at any time prior to entry into an agreement under assurances 13.3 and 13.4, make a written request to the Nominated Undertaker to request that the Secretary of State exercises the powers of compulsory acquisition conferred by the Bill in relation to the Property.

13.6 On receipt of a request pursuant to paragraph 13.5 the Secretary of State will review the need to acquire the land in question and where he is satisfied that it is required for permanent works for Phase 2a purposes he will give notice of acquisition as soon as is reasonably practicable.

13.7 In reaching a decision pursuant to paragraph 13.6 the Secretary of State will need to be satisfied that necessary rights of access can be secured to the land in question.

13.8 In this assurance "Petitioner" means a Petitioner who is the freehold owner and occupier of land which is the proposed subject of an agreement referred to in assurance 13.3 and 13.4.

Where land is temporarily occupied and permanent ownership is required.

13.9 Where the Nominated Undertaker exercises powers of temporary occupation over land under the Bill which is subject to compulsory acquisition, (other than land required for utility diversions, highway related works or other advanced works) the Secretary of State will prior to the exercise over that land of compulsory powers of acquisition:

13.9.1 consider the extent of land to be acquired for permanent works required to construct and maintain the Phase 2a railway; and

13.9.2 seek to acquire that land permanently as soon as reasonably practicable following appointment of the main works contractor and when detailed design plans are sufficiently advanced to enable the Secretary of State to identify the required land and having regard to the economic and efficient construction of the Phase 2a project.

13.10 Subject to paragraph 13.11 the Secretary of State shall not exercise the powers of compulsory acquisition conferred by the Bill in relation to the Property [describe] but instead the Nominated Undertaker may exercise the powers of Schedule 15 to the Bill to enter and take temporary possession of the Property.

13.11 The Secretary of State [or any statutory undertaker authorised by the Secretary of State] may exercise the powers of the Bill so as to acquire permanent rights over the Property in respect of [installing, maintaining, renewing, replacing or upgrading cable, pipes, ducts and other services and to have access to the Property in order to maintain, renew, replace or upgrade such cable, pipes, ducts or other services] or [access over the Property as required in connection with the construction, implementation, renewal, operation or maintenance of the work authorised by the Bill].

N.B.1 All these assurances assume that the economic criteria for exercising temporary rather than permanent powers has been satisfied. In cases where there is some concern about the amount of compensation that may be payable on temporary occupation of the land it may be necessary to add the following qualification to each of the assurances:

"This assurance is subject to agreement, in a form acceptable to the Secretary of State, as to the level of compensation payable in respect of the exercise of the temporary powers of the Bill in advance of the Nominated Undertaker taking temporary possession of the Property."

A250 (13)
N.B.2 The description of the Property in assurances 13.1, 13.3, 13.4 and 13.5 should make clear that the precise area to which the assurance applies can only be determined following detailed design.

Assurance No.14 – Use of private roads

14.1. The Nominated Undertaker will engage with the owner and occupier of the land with respect to the particular purpose(s) he expects to exercise the powers under clause 14 of the Bill, the type of vehicle(s) to be used, the purpose of the use and the expected frequency and period of use.

Assurance No.15 – Drainage

15.1. The Nominated Undertaker will identify with the farmer existing drainage arrangements on the holding. This will include the carrying out, where reasonable, of inspections of the site and of any existing plans.

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

15.3. The Nominated Undertaker will utilise appropriate drainage consultants to advise on drainage works and will engage with the farmer in respect of the pre and post drainage schemes that are required. The Nominated Undertaker will use reasonable endeavours to engage drainage consultants with working knowledge of the local conditions.

15.4. Prior to the commencement of any significant construction works, land drains affected by the HS2 works will, where practicable, be intercepted in a manner which maintains their efficiency. Work will be carried out to an appropriate specification after discussion with the farmer which may include the design (e.g. layout, falls, pipe sizes and types, outfall arrangements) and timing of any land drainage works required.

15.5. As-built plans of modifications to existing land drainage and of any new drainage works will be provided to the farmer or the Landowner as appropriate by the Nominated Undertaker.

15.6. Where natural drainage patterns are adversely affected by the HS2 works, the provision of supplementary drainage or irrigation works will be considered having regard to an assessment of compensation and the commercial justification by the farmer.

Assurance No.16 – Detailed design

16.1. Prior to the completion of the detailed design of the works authorised by the High Speed Rail (West Midlands - Crewe) Bill ("the Bill"), the Secretary of State will require the Nominated Undertaker to consult an owner/tenant of an agricultural holding regarding the detailed design of works proposed to be constructed upon any part of that holding under the powers of the Bill and the use of land for the provision of ecological and any other mitigation that does not involve the construction of works.

16.2. The Nominated Undertaker shall have regard to the responses received to the consultation undertaken under paragraph 16.1 and in so far as reasonably practicable, after taking into account all other relevant factors, including other relevant Undertaking and Assurances, associated with the design, construction, maintenance and operation of those works and other ecological or other mitigation.

16.2.1. seek to minimise the loss of Grade 1, 2 and 3a agricultural land as described in the Agricultural Land Classification of England and Wales, published by the Ministry of Agriculture, Fisheries and Food in October 1988; and
16.2.2 seek to accommodate reasonable proposals from the relevant owner/tenant to modify the detailed design of the works or provision of other ecological mitigation for the purposes of facilitating the efficient management of the agricultural holding in question following the completion of construction of the works.

16.3. In this assurance, "works" means the construction within Bill limits of accommodation works, landscaping and other mitigation works, drainage works and the construction of balancing ponds, embankments, bunds and made-up ground required for Phase 2A purposes.

16.4. Nothing in this assurance shall require any modification to the works which gives rise to any significant impact on the environment which has not been addressed in the Environmental Statement for the HS2 Project but that does not preclude consideration being given to any proposals for such modifications.

Assurance No.17 – Agricultural soils

17.1. The Secretary of State will require the Nominated Undertaker to work with landowners and farmers whose productive agricultural soils are temporarily affected by the construction of the HS2 works and/or are affected temporarily as a result of land-raising, with the intention to bring agricultural soils back to enable their former use before construction of the HS2 works on the relevant land and shall prepare in consultation with the relevant landowner and relevant planning authority an agricultural soils plan in advance of construction that shall include:-

- a pre-disturbance record of the soil physical characteristics;
- a target specification, set by the Nominated Undertaker and informed by a suitably qualified agricultural soils scientist or practitioner, for agricultural soils being restored to agriculture after temporary use;
- a method of assessing the suitability of handling soils based on plastic limit (i.e. to avoid moving soils when wet and plastic so that they would not compact when replaced);
- advice on stripping topsoil and subsoil to the correct depth;
- recommendations of the most suitable equipment for soil handling;
- advice on soil storage (e.g. heights and management of soil stores);
- advice on alleviating compaction after replacement;
- a schedule of aftercare maintenance, to include soil testing, appropriate to the target specification for a period of up to five years (subject to paragraph 17.2) following completion of the relevant construction work; and
- a final report to determine the final handover condition of the agricultural soil.

17.2. Should the target specification not be met by the expiry of the period of five years for aftercare maintenance mentioned in paragraph 17.1 ("the initial period"), then, if the landowner has fully complied with a schedule of aftercare, the Nominated Undertaker, informed by a suitably qualified agricultural soils scientist or practitioner, has reasonable grounds to believe that the target specification could be met within a further period (being no longer than a further period of five years), and the initial period shall be extended by that period.

17.3. The reasonable cost of compliance by the relevant landowner with the schedule of aftercare shall be borne by the Nominated Undertaker save where such cost has been compensated under the compensation code.

17.4. The agricultural soils plan will be incorporated in and prepared as part of the Code of Construction Practice to form part of the Environmental Minimum Requirements undertaking given by the Secretary of State before Parliament.