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HIGH SPEED RAIL (LONDON – WEST MIDLANDS) BILL

PARLIAMENTARY PETITION

P2A-000065 – Richard and Julie Williams

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

Please find set out herewith our Parliamentary Petition in respect to Richard and Julie Williams of Park Farm, Weston Road, Stafford, ST18 0BD.

1. Background

1.1 Your petitioners run Park Farm, Stafford comprising (in this location) 110 acres of land within a ring fence.

1.2 The farm is severed in perhaps the most difficult location as identified on the plans at Appendices A and B, being HS2's post scheme and construction plans numbered CT-05-215 and CT-06-215 respectively.

1.3 The property comprises six residential dwellings, one forming the home of Richard and Julie Williams, which is also run as their bed and breakfast business, a home for their daughter and son in law and an additional four dwellings rented out on assured shorthold tenancies. All of the dwellings as shown coloured pink at Appendix B are in the immediate vicinity of HS2's line.

1.3.1 Property was a dairy farm until around 10 years ago – diversified.

1.4 Fundamentally on two occasions throughout the year, the site is used for a major equestrian event run by British Eventing. These tend to be over a weekend in late March and a week during July, with each event typically bringing in over 700. These are major community events. See photograph.

1.5 In addition the farm provides:

- Centre of Excellence training facility for AP Webb Ltd who provide specialist plant and machinery services to the railway sector. See photograph.

- Caravan site. See photograph.

- after the equestrian events, 110 acres of haylage/silage production

- over winter, 110 acres of sheep grazing

1.6 Your petitioners seek to mitigate their losses by suggesting a number of sensible ways in which the impact of the scheme on their properties can be reduced. These can be summarised as:

2. Mitigation Measures

2.1 Referring to HS2’s plan CT-05-215 (Appendix A) the following are apparent:

There is an area marked 1 that seems to suggest the safeguarding area cuts into two the residential dwellings on the farm. Your petitioners require clarification from HS2 that this is an oversight or at least is only there to provide utility services or utility diversions to the residential properties.
2.2 Trent Walk Underbridge

- Received assurance from HS2 that they will use reasonable endeavours to maintain a minimum clearance of 4.25m in height. 4.6m required for AP Webb’s lorries.

- Request similar assurance requiring minimum 6m in width

- Assurance however is apparently dependent on promotion of AP Bill. Request that this be changed as all land is within bill limits and need not be dependent on AP Bill.

2.3 Note balancing pond at point 3. Very land hungry. Request re-design such that hammerhead and pond take as little land as possible.

- Functional requirements clearly do not require the amount of land shown.

- Concerned also about grassland habitat creation and covenants applying post-scheme. Entire farm sown to grass with no notable new habitat in the vicinity that would suffer. Wonder what benefit that is aimed at.

2.4 Your petitioners note some significant noise mitigation fencing to be erected along the line shown coloured blue at area 7. Suggest hedge and tree belt to screen.

2.5 Woodland habitat creation noted at point 8. Petitioners do not want this as they do not wish to look at a wall of trees out of the back windows of their properties. Barns have floor to ceiling windows and require some view.

- No justification given as to why trees planted here. No trees being taken from this farm, or the adjoining farm.

- Concerned about leaves dropping into gutters, shadowing gardens and ingress of flies.

2.6 There is an existing field drain and ditch system at area 9. Your petitioners require an assurance from HS2 that suitable conduits will be constructed to allow this drainage system to continue to flow and discharge as it does at present.

2.7 Your petitioners note that the residential property at area 10 on plan CT-06-215 derives its electricity and water connection from the remainder of the farm to the north of the railway line. Your petitioners request then that three suitable conduits be constructed beneath the railway line and that they have unfettered rights of access through them in perpetuity for the passage of services. In previous petitions on Phase 1 we sought and were granted, 3 x 500mm diameter conduits to allow for the passage of water, sewage and electricity etc. Your petitioners seek an assurance in this regard.

3. We refer to HS2 Phase 2a 161 petition for Staffordshire County Showground and note at paragraph 48:
"Discussions with neighbouring landowners have not so far elicited a willingness to sell."

- We believe this to be somewhat disingenuous. Your petitioners have for at least 20 years rented land to the Showground on a licence arrangement on the three occasions each year when car parking space becomes limited.

- The following points are we believe salient:

- Referring to plan at Appendix D the County Showground’s land is shown edged red.

- Car parks are as follows
  - Weston Road Car Park at point 1
  - Stafford Road Car Park at point 2
  - Main Overflow Car Park at point 3
  - Williams’ Family field/overspill parking at point 4

- The main overflow car park is as far as I can see only used for 18-20 days per year. There are only three occasions per year when your petitioners are asked to licence the green land for use as overspill car parking.

- One of those occasions is the County Show where your petitioners allow overspill car parking to occur for the two days of the show for the princely sum of £2,250 (price increase this last year – had been £1,600 for many years).

- There are two other occasions where area 4 may be used which are the two motorcycle shows and occasionally the Soul Survivor event. In both of these latter occasions, Richard and Julie make the land available to the event organisers but do not deal directly with the County Show. It is a private arrangement on similar terms with the event organisers.

- There are very few days per year when the main car park is used. These are typically as follows:

<table>
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<th>Event</th>
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<tr>
<td>County Show</td>
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<tr>
<td>Motorcycle Show</td>
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<td>Motorcycle Show</td>
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<td>NSN</td>
<td>6 days</td>
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<tr>
<td>Soul Survivor</td>
<td>6 days</td>
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<tr>
<td>Caravan Show</td>
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  20 days max

Apart from the events mentioned above, the main overflow car park (area 3) rarely fills up.
• We note that the land lost to the Showground due to HS2 comprises around 9.7 acres from Stafford car park (area 2) and a further 5 or so acres from the main car park as shown yellow at area 3. That is a total of 14-15 acres gross.

• Richard and Julie Williams confirm that they will use reasonable endeavours to enter into an agreement with the County Show to licence additional land to them at a location suitable for each other’s purposes on those occasions throughout the year when it may be required.

• The 14 acres of so that the Showground will be losing as a result of HS2 is car parking. Your petitioners accept that area 2 is used on County Show days for the blacksmiths’ display and that the woodland known as Lower Berryhill is used for ‘woodland pursuits’ on the two days of the County Show.

• We would respectfully suggest that perhaps the recently acquired woodland, Pinfold Nook, could be used for that purpose.

4. We were invited to attend a meeting at the County Showground with the County Showground’s agent from Fisher German. That resulted in them writing a letter to us on 20 December 2017, which can be summarised as follows:

• Their wanting to acquire the land shown coloured green (area 4)

• Request for a three year lease of 25 acres of temporary landtake (??)

• After three years, to reduce the 25 acres down to 16 acres reflecting apparently permanent landtake for a further twelve years

• In addition an option to acquire that 16 acres after the fifteen year term

• No land areas were specified. Your petitioners have constantly said they will allow land use under licence as they have for the last twenty years.

• It would seem that the acreages requested are far in excess of those usable areas of land that they are having acquired. Your petitioners have always said they are very happy to enter into licence or lease agreements, subject to contract terms being agreed, to seek to ensure that the County Showground can retain its landholding where reasonably required both during and after the construction of HS2.

• Your petitioners do therefore object most strongly to the request to ‘rob Peter to pay Paul’ when they have always been willing to seek to continue to be ‘more than neighbourly’ in terms of licence agreements to use land for car parking and other ancillary purposes.

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. Request assurance that HS2 will meet the reasonable cost of this petition and for your petitioners' advisor to attend the committee hearing. Petitioners have tried for eighteen months (since initial draft EIA deposit) 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.
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."

A288 (13)
N.B. 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 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.
The Stafford Land Rover Horse Trials
14th, 15th & 16th July 2017

BE100, BE100Plus, BE100open
KBIS 4YO & 5YO qualifier
BE90, BE90open & BE80T
(Blue Chip 80T Central North West Challenge Qualifier)

Stafford Equi-Trek Highest Placed
Staffordshire Rider

Programme

The
EQUI-TREK-STAFFORD
Horse Trials
17th, 18th & 19th March 2017

BE100, BE100Plus, BE100open
BE90, BE90open & BE80T
(Blue Chip 80T Central North West Challenge Qualifier)
Programme