## EXHIBIT LIST

Reference No: HOC/00161
Petitioner: Staffordshire Showground
Published to Collaboration Area: Tuesday 10-Jul-2018

Page 1 of 5

<table>
<thead>
<tr>
<th>No</th>
<th>Exhibit Name</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>P1087 Letter to HS2 09072018.PDF (P1087)</td>
<td>2 - 3</td>
</tr>
<tr>
<td>2</td>
<td>P1089 HS2 Additional Provision 06072018.pdf (P1089)</td>
<td>4 - 5</td>
</tr>
</tbody>
</table>
Dear Kate

High Speed Rail (West Midlands - Crewe) Bill
Staffordshire and Birmingham Agricultural Society Petitions

Thank you for the letter from Oliver Bayne of 6 July 2018 (received yesterday evening, 8 July 2018) and for the other attachments to your email.

You draw our attention to Mr and Mrs Williams’ willingness to use reasonable endeavours to enter into an agreement with the Showground to license additional land to my client’s land at a location suitable for each other’s purposes on those occasions throughout the year when it may be required. You say it would be helpful to have my client’s view on this in advance of the hearing tomorrow.

Our client welcomes Mr and Mrs Williams’ willingness in principle to assist in meeting our client’s need for replacement land. As you know, our client has already attempted to agree terms with Mr and Mrs Williams but it came to nothing. Our client would be glad to renew those negotiations. Our client believes that the optimal solution is more likely to come from a negotiated outcome so that all the relevant details are addressed properly, e.g. extent of landtake, precise area to be provided, tenure, access issues, fencing and any necessary consequential reconfiguration of Mr and Mrs Williams’ land.

Our client is also mindful of the fact that Mr Williams is a member of the Society and that for some years Mr Williams has made some of his land available for the showground’s biggest events on a consensual basis. Our client has no wish to impair this neighbourly relationship. It is unfortunate that the HS2 project has created the present difficulty for both the Showground and Mr and Mrs Williams.

In these circumstances, however, our client cannot afford the risk of relying upon a consensual outcome.

With regard to the Williams’ proposal to license land to my client, this would not meet my client’s reasonable needs. Both this proposal and the reference in your letter to promoting an Additional Provision to secure land at Park Farm which will be “available during construction of the Proposed Scheme” imply that the problem for my client is only temporary when in fact the problem is not temporary. It requires a permanent solution.
My client therefore seeks a commitment by the Promoter to promote an Additional Provision to provide replacement land equivalent to the land being permanently lost to HS2. By equivalence in this case, my client has three essential requirements:

- Land contiguous with the showground so that it can become an integral part of it;
- Land of sufficient size, i.e. a minimum of 16 acres (my client being willing to leave out of the equation the 13.51 acres at Berry Hill Wood that is being severed from the showground);
- Land with a permanent tenure, i.e. freehold, in order to provide long term availability and freedom of use equivalent to the land being taken.

Any proposal by Mr and Mrs Williams that is terminable, such as a licence or lease, will not provide my client with the long term certainty that they enjoy now. My client also has to be mindful that, if Mr and Mrs Williams were to sell their property, my client could not assume that any arrangement with them that is less than permanent would continue with Mr and Williams' successors.

In order to facilitate the course which HS2 itself seems to prefer – a negotiated solution - my client also seeks a commitment by the Promoter to acquire from the Society now the car parking land that is to be compulsorily acquired after the Bill has been enacted. If, as we hope, an agreement can be reached for the purchase of land from Mr and Mrs Williams, my client will need the Promoter to pay for it. The usual means to enabling HS2 to make and advance payment (i.e. a payment in advance of enactment of the Bill) is for HS2 to make an early purchase.

Related to the above request is a commitment that the Additional Provision for the replacement land will also include powers to upgrade Deer Park Drive and a length of Trent Walk which will entail:

- widening it to become two-way;
- taking land for this purpose;
- providing ownership or permanent rights over it; and
- improving the Junction with the A518.

It would be helpful if you, in turn, would you let me know in advance of the hearing whether HS2 accepts these requirements by my clients, as HS2 has not provided an Assurance in the usual way for any of them.

Yours sincerely

Ian McCulloch
consultant
For and on behalf of Bircham Dyson Bell LLP
T +44 (0)20 7783 3422
M +44 (0)7802 302850
E ianmcculloch@bdb-law.co.uk
Dear Mr McCulloch,

In advance of your client’s Select Committee appearance on Tuesday, I am writing to set out our position in respect of the proposal to promote an Additional Provision to the Phase 2a Bill discussed with you at our recent meeting.

Staffordshire Showground is a large and important local and regional facility. We recognise the importance of such an asset and have been working with you to minimise the impacts to the site.

An area of land currently used by your client for car parking and camping facilities is permanently required for the HS2 Phase 2a railway. In its petition against the Bill, your clients request that the Promoter compulsorily acquire land for SBAS to replace the loss of these facilities in order to provide a fall-back position should any negotiations with landowners not prove to be successful.

You have told us that your efforts to identify additional land locally for this purpose that might be secured by use for your client by agreement have not to date provided a solution. We have asked that this work continues and HS2 would be willing to play an active role in seeking to facilitate a solution by agreement with other local landowners.

In the absence of a solution being identified through these endeavours, and on the basis of evidence recently provided by SBAS about the impact of the loss of these facilities, including consideration of the regional importance of this site, we believe there is a case for seeking compulsory acquisition powers in the Bill to secure replacement land for the loss of these facilities.

As discussed with you at our recent meeting, we propose to bring forward an Additional Provision (AP) to the Bill which would secure sufficient land at Park Farm – being contiguous to the SBAS site and available during construction of the Proposed Scheme – for this purpose.

Our proposal to do so has been informed by discussions with you regarding the impacts on your clients continued operations if a solution was not found and the lack of success in efforts to find a negotiated solution to date. However, I would as a matter of urgency draw your
attention to the evidence submitted by the owners of Park Farm appended to this letter. In particular, their confirmation that they are willing to use reasonable endeavours to enter into an agreement with the Showground to licence additional land to your clients at a location suitable for each other’s purposes on those occasions throughout the year when it may be required. Your view on this in advance of your hearing would be helpful.

As we have explained, the promotion of an AP should not be seen as a disincentive to, or preclude, continued efforts by SBAS to pursue avenues with local landowners with a view to reaching a suitable commercial agreement to secure replacement land. As explained above we would be willing to continue to work with SBAS to find a solution which does not require the use of compulsory acquisition; for example if a private treaty agreement can be arrived at between the parties giving the necessary certainty for the continuation of SBAS. We draw your attention to HS2 Phase 2a Information Paper C3: Land Acquisition Policy, which outlines the Promoter’s general approach to the acquisition of land required for the scheme.

The case for and against the proposed AP is best made once the AP has been deposited, in the normal way. We appreciate that the affected party will not have had the opportunity to fully consider this proposal and its implications by the time of the hearing on Tuesday and agree that the appropriate opportunity for the party which would be affected by the proposed AP, to express their fully considered view is through petitioning the AP once this has been deposited.

In terms of your hearing on Tuesday, your clients are clearly best placed to explain their concerns and the consequences of not finding a solution, and provide any assistance to the Select Committee in this regard.

Yours sincerely

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