# EXHIBIT LIST

Reference No: HOC/00168  
Petitioner: Stephen Brandon and Others  
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Dear Mr McCulloch

HIGH SPEED RAIL (WEST MIDLANDS – CREWE) BILL – HOUSE OF COMMONS
SELECT COMMITTEE: PETITION HS2-P2A-000168 – BRANDON, WILLIAMS &
MUIR FAMILIES

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.

As a result of ongoing dialogue with you on a series of draft assurances issued by the Promoter in respect of issues raised by your client, I am writing to you on behalf the Secretary of State for Transport to now offer you the assurances appended to this letter.

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.

If accepted, the assurances set out above 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.

1 A copy can be found at https://www.gov.uk/government/publications/understanding-the-hybrid-bill-hs2-phase-2a-information-papers
If you have any queries please don't hesitate to contact Kate Lawton, Petition Manager, on 020 7944 0790 and Kate.Lawton@hs2.org.uk.

Yours sincerely

Oliver Bayne
Director, Hybrid Bill Delivery
High Speed Two (HS2) Limited
In these assurances:

“the Bill” means the High Speed Rail (West Midlands – Crewe) Bill as deposited in the House of Commons on 17 July 2017;

“the Hopton and Coton Bridleway 12 Diversion” means the proposed diversion of the Hopton and Coton Bridleway 12 labelled as such and shown on Plan CT-06-217 of the Colwich to Yarlet Community Area 2 Mapbook in Volume 2 of the Environmental Statement;

“the Hopton and Coton Bridleway 16 Diversion” means the proposed diversion of the Hopton and Coton Bridleway 16 labelled as such and shown on Plan CT-06-217 of the Colwich to Yarlet Community Area 2 Mapbook in Volume 2 of the Environmental Statement;

“the Herdsman’s Cottage” means the residential building within Plot 179;

“the Petitioners” means:

- Stephen Brandon, New Buildings Farm, Sandon Road, Hopton, Stafford, ST18 9TH.
- Lesley Brandon, New Buildings Farm, Sandon Road, Hopton, Stafford, ST18 9TH.
- H Brandon & Sons, New Buildings Farm, Sandon Road, Hopton, Stafford, ST18 9TH.
- James Muir, New Buildings Farm, Sandon Road, Hopton, Stafford, ST18 9TH.
- Lucy Muir, New Buildings Farm, Sandon Road, Hopton, Stafford, ST18 9TH.
- Muir Farming Limited, New Buildings Farm, Sandon Road, Hopton, Stafford, ST18 9TH.
- Michael Williams, The Waddens, Weston, Stafford, Staffordshire, ST18 0HW.
- Elizabeth Williams, The Waddens, Weston, Stafford, Staffordshire, ST18 0HW.
- Katherine Kingsley, The Byre, 38 Main Street, Orton on the Hill, Atherstone, CV9 3NN.
- Matthew Williams, Hopton Farm, Stafford, ST18 9TH.
- Hopton Farming Partnership, The Waddens, Weston, Stafford, Staffordshire, ST18 0HW.
- John Baker (as trustee of the K E Brandon Will Trust), c/o Mrs A Croft, The Priory, 6 Bull Ring, Much Wenlock, Shropshire, TF13 5HS.
- Doreen Baker (as trustee of the K E Brandon Will Trust), c/o Mrs A Croft, The Priory, 6 Bull Ring, Much Wenlock, Shropshire, TF13 5HS.
- Annabel Croft (as beneficiary of the K E Brandon Will Trust), c/o Mrs A Croft, The Priory, 6 Bull Ring, Much Wenlock, Shropshire, TF13 5HS.
- Caroline Edwards (as beneficiary of the K E Brandon Will Trust), c/o Mrs A Croft, The Priory, 6 Bull Ring, Much Wenlock, Shropshire, TF13 5HS.

“Material Stockpile Land” means that land within Plot 96 identified for the provision of temporary material stockpiles as shown indicatively on plan CT-05-217;

“the Petitioners’ Development” means the development authorised by the Planning Permission and all reserved matter applications submitted to the local planning authority pursuant to the Planning Permission.

“the Planning Application” means the planning application submitted by Maximus Strategic Stafford LLP to Stafford Borough Council for a mixed-use development with up to 2,000 dwellings with reference 16/25450/OUT;

“the Planning Permission” means a planning permission granted pursuant to the planning application submitted by Maximus Strategic Stafford LLP to Stafford Borough Council for a mixed-use development with up to 2,000 dwellings with reference 16/25450/OUT which is not subject to challenge and for which the six week judicial review period has passed without the commencement of a challenge;

“the Plan” means plan C861-ARP-PT-SKE-000-100224;

“Proposed Scheme” means Phase 2a of HS2;

“Plot 179” means the parcel of land identified as such in the Parish of Hopton and Coton as shown on Sheet No. 1-32 of the deposited plans and sections (as defined in clause 60(1) of the Bill);
“Property” means such of the Petitioners’ land as is within the limits of land to be acquired or used (as defined in clause 60(1) of the Bill) and shown, for indicative purposes, on the Protected Land Plan;

“the Protected Land Plan” means plan P2A-HS2-HY-MAP-A000-000184;

“Replacement Land” means land within the Petitioner’s ownership which is suitable to be used for temporary material stockpiles and which may include the Triangle Land;

“Triangle Land” means that part of the Petitioners’ land shown shaded blue on the Plan to the south of Kent’s Barn Farm and the Bridleway Hopton and Coton 12 and to the north of the high speed railway.

PART 1: Agricultural use

1. Relocation of material stockpile

1.1 Subject to the conditions in paragraph 1.2 the Secretary of State will not exercise the powers conferred by the Bill over the Material Stockpile Land for the purposes of provision of temporary material stockpiles but instead shall use the Replacement Land for such purposes.

1.2 The conditions referred to in paragraph 1.1 are that:

1.2.1 the Secretary of State is satisfied that the relocation of the temporary material stockpiles to the Replacement Land can be delivered without giving rise to any new or different significant environmental effects from those assessed in the Environmental Statement accompanying the Bill;

1.2.2 the Secretary of State secures any necessary planning permission, consents and approvals for the use of the Replacement Land for such purpose of the date nine months from the date of Royal Assent to the Bill (the Promoter having used reasonable endeavours to secure such planning permission, consents and approvals as necessary within this timescale); 

1.2.3 the Replacement Land being sufficient to accommodate the temporary material stockpiles intended for the Material Stockpile Land;

1.2.4 the specific Petitioners who own the Replacement Land enter into an agreement in a form satisfactory to the Secretary of State which:

1.2.4.1 grants any and all necessary rights over the Replacement Land sufficient to enable the Secretary of State to use that land for a temporary material stockpile(s); and

1.2.4.2 provides that the consideration payable to the Petitioners for using the Replacement Land for a temporary material stockpile shall be calculated as if the Secretary of State had done so in exercise of powers in the Bill.

1.3 Nothing in this assurance 1 shall prevent the Secretary of State from exercising the powers conferred by the Bill over the Material Stockpile Land:

1.3.1 for the purposes of the Hopton North Cutting Satellite Compound, worksite provision and access for construction; or

1.3.2 for the purposes of temporary material stockpiles:

1.3.2.1 in the event that the conditions in paragraph 1.2 are not satisfied; or
1.3.2.2 to the extent that the Replacement Land is insufficient to accommodate the temporary material stockpiles.

1.4 Subject to the conditions in 1.5, the Promoter will relocate the compound known as the Hopton North Cutting Satellite Compound as close to the railway as reasonably practicable:

1.5 The conditions in 1.4 are:

1.5.1 the proposed relocation can be accommodated within the existing powers of the Bill and does not require any additional land or powers to those currently provided for within the Bill;

1.5.2 the proposed relocation does not give rise to any new or significant environmental effects from those assessed in the Environmental Statement accompanying the Bill; and

1.5.3 the Replacement Land is sufficient to accommodate all of the temporary material stockpiles.

2. Herdsman’s cottage

2.1 Other than in emergency or unforeseen circumstances, the Secretary of State will require the nominated undertaker in exercise of the Bill Powers not to restrict pedestrian access to and egress from the Herdsman’s Cottage, and to use reasonable endeavours not to restrict vehicular access and egress from the Herdsman’s Cottage, during the construction of the Proposed Scheme in the vicinity of the Herdsman’s Cottage.

3. Land Acquisition

3.1 If at the date when it is proposed to implement the powers of the Bill in relation to the Property 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 Schedules 15 and 16 to the Bill to enter and take temporary possession of the Property.

3.2 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.

4. Realignment of Bridleway Diversion

4.1 Subject to the conditions in paragraph 4.2 being satisfied, the Secretary of State will require the nominated undertaker to provide for the realignment of the Hopton and Coton Bridleway 12 Diversion on an alignment which brings the Diversion to more closely follow the field boundaries in the area as shown indicatively on the Plan.

4.2 Any alternative alignment must satisfy the following conditions:

4.2.1 the Secretary of State being satisfied the alternative alignment would meet prevailing design standards and could be delivered without giving rise to any new or different significant environmental effects from those assessed in the Environmental Statement accompanying the Bill;

4.2.2 the Alternative Bridleway Alignment does not prejudice the safe, timely and economic delivery of the Proposed Scheme; and
4.2.2.1 the Secretary of State being satisfied that any move in alignment can be delivered 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

4.2.2.2 for any part of the proposed move in alignment which falls outside the limits of lateral deviation for the relevant bridleway as shown on the deposited plans, the local highway authority agreeing to use its powers to provide for such part to be created as a bridleway and accepting future maintenance responsibility;

or:

4.2.2.3 for any part of the alternative alignment within the Petitioners’ Land but outside the land identified on the deposited plans as within the limits of land to be acquired or used for the purposes of the Proposed Scheme, the Petitioners securing the creation of the alternative alignment as a bridleway and/or the local highway authority agreeing to use its powers to provide for the alternative alignment to be created as a bridleway and accepting future maintenance responsibility.

5. Engagement with the petitioners

5.1 The Promoter will keep the Petitioner informed of the progress of the Bill and of changes to the likely target dates for implementation of Phase 2A of the HS2 project

6. Accommodation Access to severed land

6.1 The Secretary of State will take steps in the exercise of the powers of the Bill in order to secure a pedestrian and vehicular right of way for the benefit of the owner and occupier of the Triangle Land along the access road comprised in Work No. 56A to and from the Hopton and Coton Bridleway 11 Accommodation Overbridge to enable the owner and occupier of the Triangle Land to access the Triangle Land from the Hopton and Coton Bridleway 11 Accommodation Overbridge.

7. Engagement with the Petitioner in relation to Utilities Works

7.1 The Secretary of State shall require the nominated undertaker to engage with the relevant utility companies in order to reduce any disturbance caused by utility works as part of the Proposed Scheme at the Property as far as reasonably practicable.

8. Noise Attenuation

8.1 Subject to the satisfaction of the conditions in paragraph 8.2, the Secretary of State will use reasonable endeavours to obtain powers to provide an integrated earth bund and noise barrier (providing equivalent noise attenuation functionality to that of a 3m above track noise barrier) of approximately 825m to be positioned on the western side of Work No. 48 between the northern end of the Hopton North Cutting and the Marston Bridleway 8 Accommodation Overbridge as shown indicatively on the Plan (“the New Bund”) and to provide for the realignment of the Hopton and Coton Bridleway 16 Diversion on an alignment which follows the outer limit of the New Bund as shown indicatively on the Plan (“the Alternative Bridleway Diversion”).

8.2 The conditions referred to in paragraph 8.1 which must be satisfied by the date 9 months from the date of Royal Assent to the Bill are that:

8.2.1 the Secretary of State is satisfied that the Alternative Bridleway Diversion would meet prevailing design standards and could be delivered without giving rise to any new or different significant environmental effects from those assessed in the Environmental Statement accompanying the Bill;
8.2.2 the Secretary of State is satisfied that the local planning or highway authority with responsibility for the Hopton and Coton Bridleway 16 Diversion does not have any objections to the construction of the Alternative Bridleway Alignment and will both agree to use its powers to provide for the creation of the bridleway (as necessary) and accept future maintenance responsibility;

8.2.3 the Alternative Bridleway Alignment and the New Bund do not prejudice the safe, timely and economic delivery of the Proposed Scheme;

8.2.4 any necessary approvals required under the Bill being given by the Local Planning and Local Highway Authorities;

8.2.5 the Petitioners granting the Promoter all necessary entering into an agreement in a form satisfactory to the Secretary of State which:

8.2.5.1 grants any and all necessary rights over any land outside the land identified on the deposited plans as within the limits of land to be acquired or used for the purposes of the Proposed Scheme sufficient to enable the Secretary of State to construct and maintain the New Bund; and

8.2.5.2 provides that the consideration payable to the Petitioners for using this land for the New Bund shall be calculated as if the Secretary of State had done so in exercise of powers in the Bill

8.2.6 the Secretary of State is satisfied that the proposed grassland habitat between the Hopton and Coton Bridleway 16 and the high speed railway and the proposed landscape mitigation planting between the Hopton and Coton Bridleway 16 Diversion and the high speed railway shown on CT-06-217 (being land which may be required for the New Bund), can be delivered elsewhere within the Proposed Scheme and/or accommodated within the New Bund without giving rise to any new or different significant adverse environmental effects from those assessed in the Environmental Statement accompanying the Bill;

8.2.7 the Secretary of State is satisfied that the Alternative Bridleway Alignment will not impact on any public rights of way other than the Hopton and Colton Bridleway 16; and

8.2.8 the Secretary of State is satisfied that the Alternative Bridleway Alignment will not impact on any existing private means of access or new accommodation access, other than those used solely by the Petitioner, is impacted by the proposal.

9. Planning Permission

9.1 In this assurance:

"Protected Land Owner” means the owner of the Protected Land;

"the Developer” means Maximus Strategic Stafford LLP; and

"Protected Land” means that land shaded grey and hatched red on the Protected Land Plan being land subject to the Planning Application.

9.2 Subject to the Developer and Protected Land Owner first covenanting with the Promoter and the Local Planning Authority, in a form satisfactory to the Promoter, to restrict any development of the Protected Land pursuant to the Planning Permission in such a way so that the Promoter is satisfied that the development would not conflict with the Proposed Scheme, the Promoter will secure the withdrawal of the objection to the Planning Application made by High Speed Two (HS2) Limited on 24 May 2018 under the HS2 Phase 2a
safeguarding directions issued by the Secretary of State for Transport on 27 September 2017.