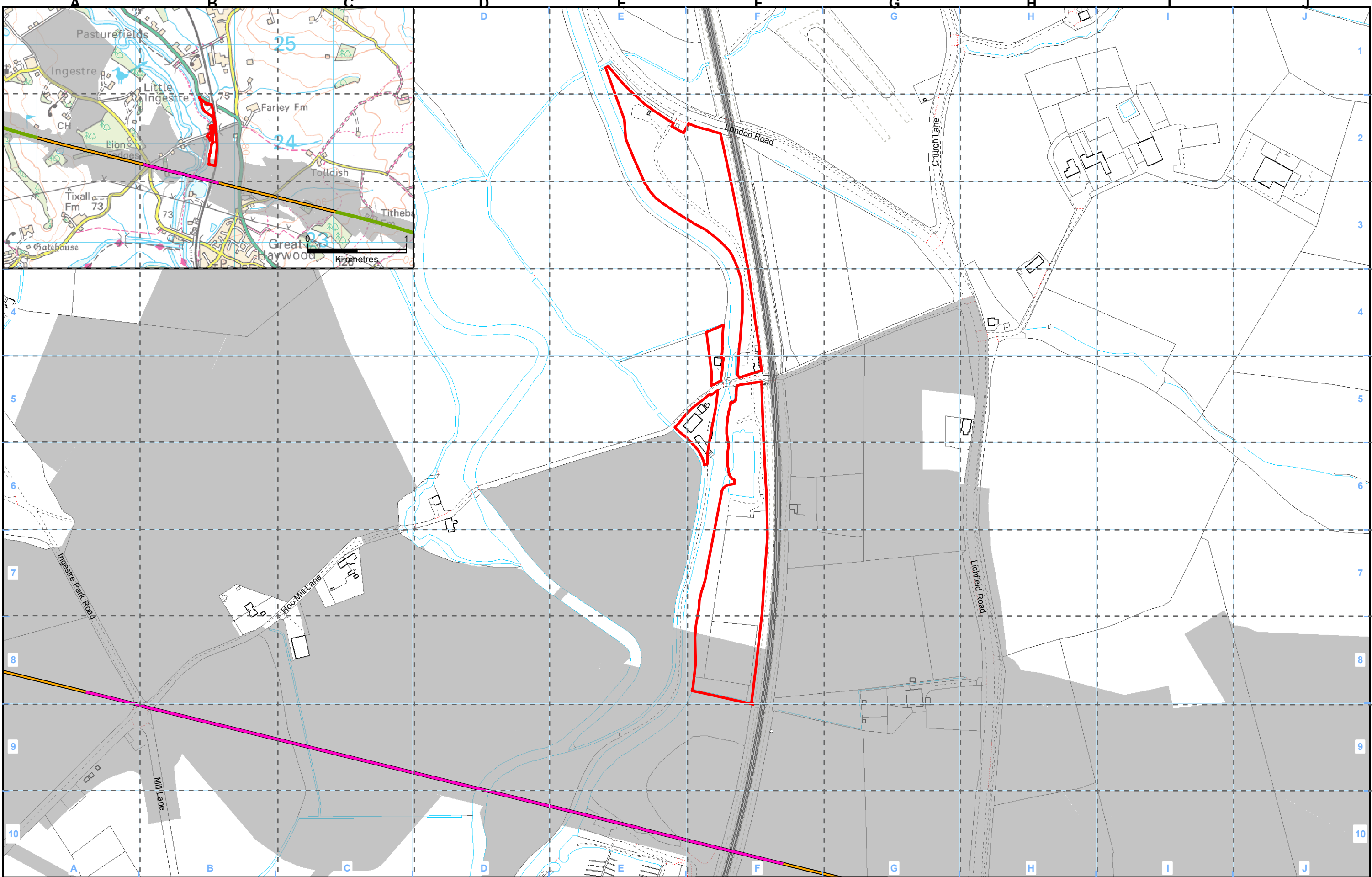


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Sharon and Martin Mawbey

HS2-HOL-034



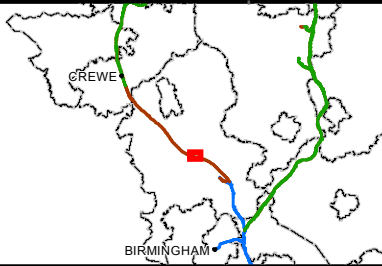


Legend

Phase 2a SES2 and AP2 ES alignment February 2019

- Cutting
- Embankment
- Viaduct

- Indicative extent of petitioner(s) property
- Hybrid Bill Limits



**High Speed Two
Petitioner Location Plan
Reference Drawing**

Petitioner
Sharon Jayne and Martin John Mawbey Engineering and
Canal Services of Great Haywood Ltd.

Petition number
P2A-HOL-000034

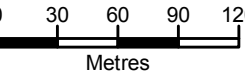
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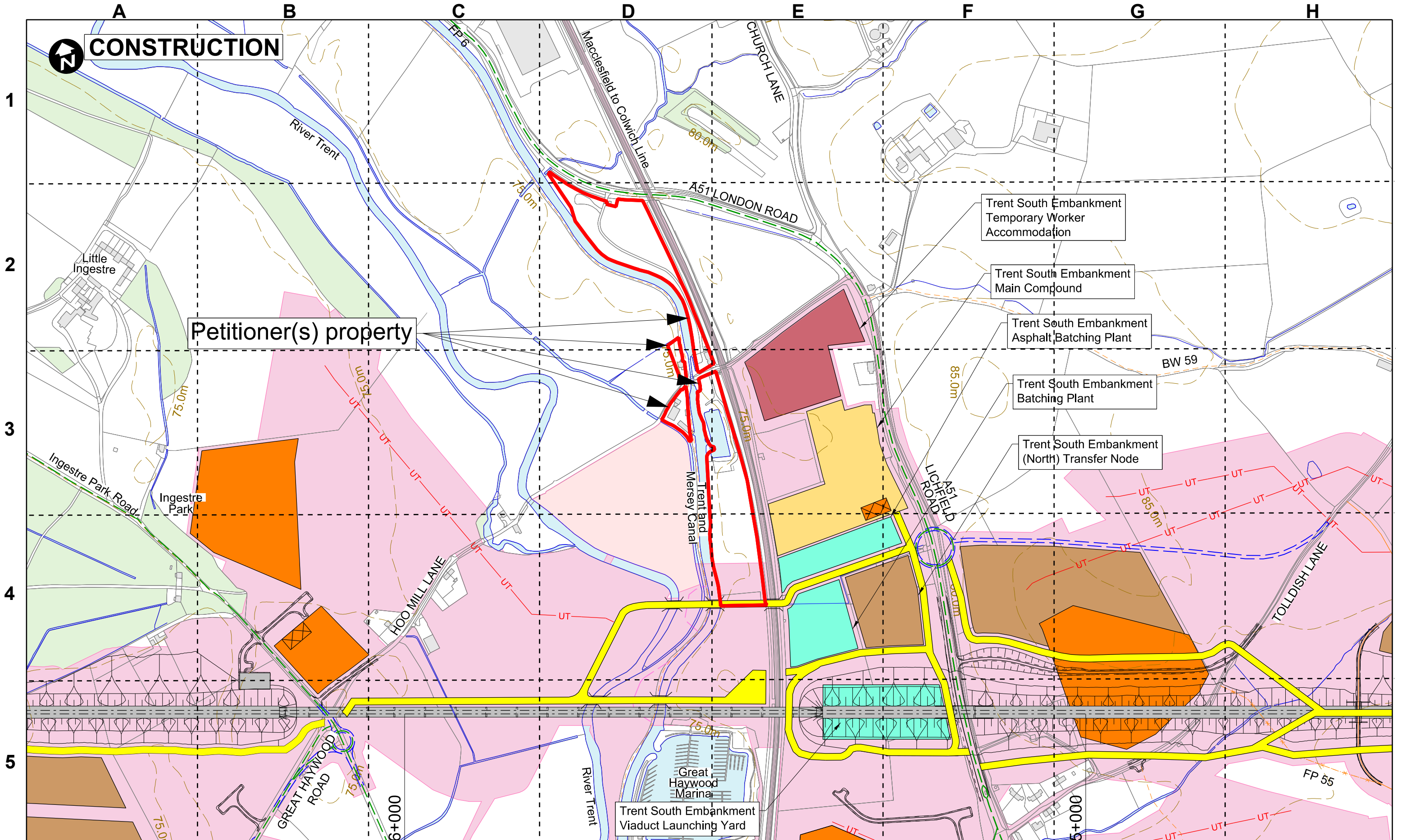
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Scale at A3: 1:3,750



Doc Number: P2A-HS2-HY-MAP-A000-000301



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Legends/Notes:

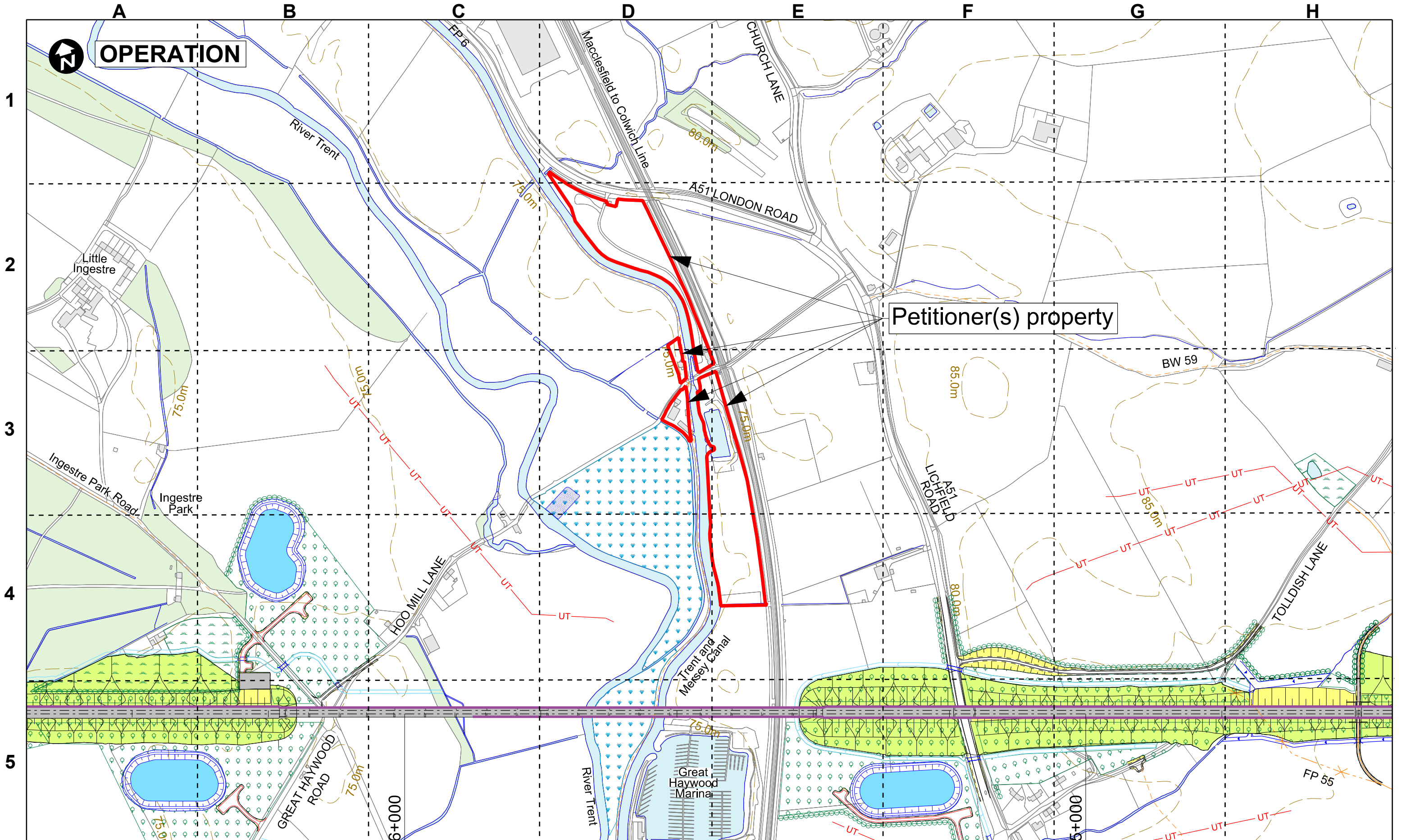
- Engineering earthworks
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- Railway systems compound
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- Extent of land potentially required during construction for mitigation planting
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- Existing inland water
- Existing woodland
- Temporary material stockpile
- Existing public right of way (PRoW)
- Stopped-up PRoW
- New, diverted or realigned PRoW
- Main utility work
- Haul road
- Construction traffic route
- Storage / prefabrication / laydown areas

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Zone	Community Area 2			Project/Contract	C861 Hybrid Bill Additional Provision 2 AP2				
Design Stage	Designs for Petition			Discipline/Function	Petitions				
Drawing Title	Sharon Jayne and Martin John Mawbey Petition P2A-HOL-034 Construction			Drawn	JP	Checked	DS	Approved	TE
				Date	2019/09/02	Scale	1:5000	Size	A3
				Drawing No.	2PT02-ARP-PT-DSK-000-200002-PET000034			Rev.	P01



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 - Existing public right of way (PRow)
 - Stopped-up PRow
 - Main utility work
 - HS2 access road
 - Noise barrier
 - Hedgerow habitat creation
 - Ditches - new
 - Watercourse diversion
 - Floodplain

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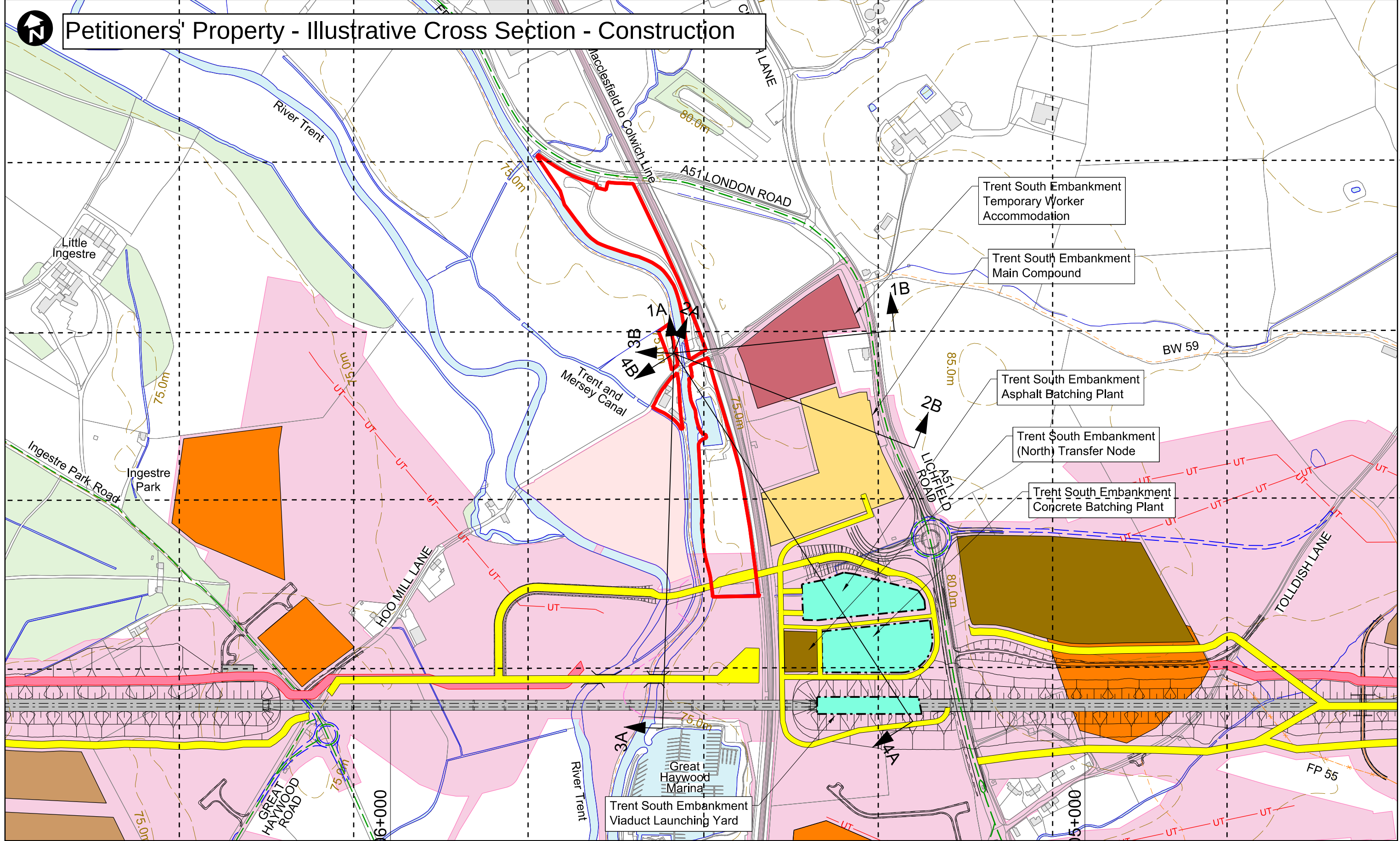
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Design Stage	Designs for Petition		C861 Hybrid Bill Additional Provision 2 AP2		
Drawing Title	Sharon Jayne and Martin John Mawbey		Discipline/Function		
			Petitions		
			Drawn	Checked	Approved
Petition P2A-HOL-034		Operation	JP	DS	TE
			Date	Scale	Size
			2019/09/02	1:5000	A3
			Drawing No.		Rev.
			2PT02-ARP-PT-DSK-000-200003-PET000034		P01



Petitioners' Property - Illustrative Cross Section - Construction

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 - Construction traffic route
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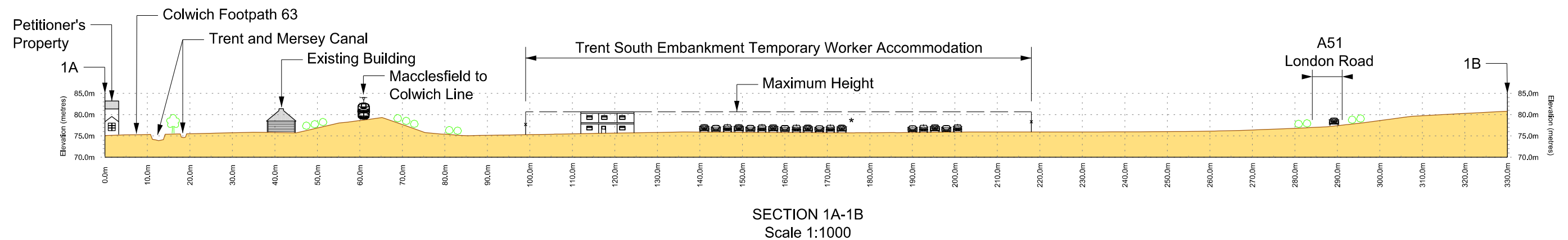
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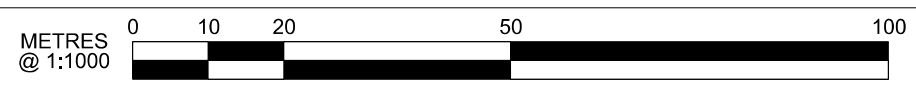
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Zone	Community Area 2		Project/Contract		
			C861 Hybrid Bill Additional Provision 2 AP2		
Design Stage	Designs for Petition		Discipline/Function		
			Petitions		
Drawing Title	Sharon Jayne and Martin John Mawbey		Drawn	Checked	Approved
			PN	BM	TE
	Date	Scale	Size		
	2019/10/09	1:5000	A3		
	Cross Section Overview Plan - Construction		Drawing No.		Rev.
			2PT02-ARP-PT-DSK-000-200106-PET000034		P01

Petitioners' Property - Illustrative Cross Section - Construction



*Car park shown at capacity



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0 (6)	Description	Drawn	Checked	Con App	HS2 App	Scale with caution as distortion can occur.

Legends/Notes:

Existing ground
 Existing surface

Existing trees
 Existing hedgerow

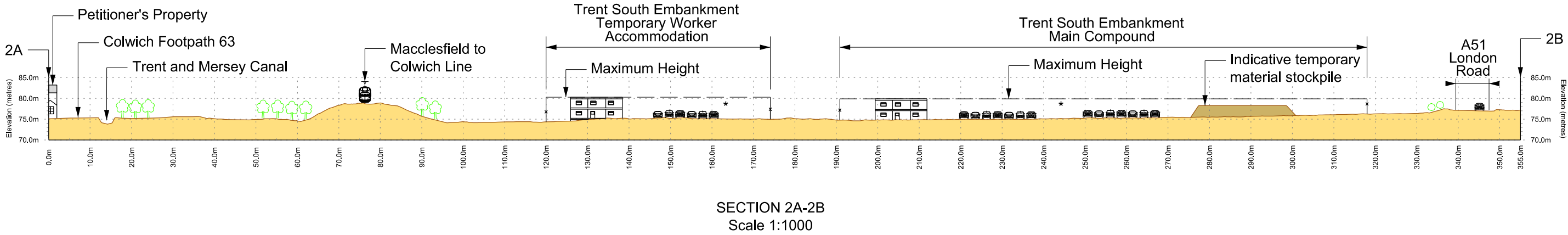
Note: The indicative layout of the 'Trent South Embankment Temporary Worker Accommodation' shown above is for illustrative purposes only and is subject to change.

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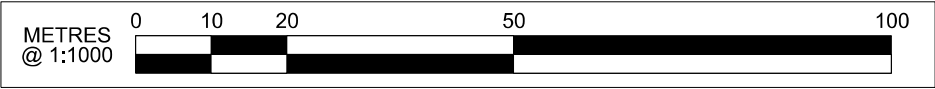
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Community Area 2		C861 Hybrid Bill Additional Provision 2 AP2	
Design Stage		Discipline/Function	
Designs for Petition		Petitions	
Drawing Title	Drawn	Checked	Approved
Sharon Jayne and Martin John Mawbey Petition P2A-HOL-034 Illustrative Cross Section - 1A-1B - Construction	PN	BM	TE
	Date 2019/10/09	Scale 1:1000	Size A3
Drawing No. 2PT02-ARP-PT-DSK-000-200207-PET000034			Rev. P01

Petitioners' Property - Illustrative Cross Section - Construction



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Legends/Notes:

Existing ground

Existing trees

Existing surface

Existing hedgerow

Note: The indicative layout of the 'Trent South Embankment Temporary Worker Accommodation' shown above is for illustrative purposes only and is subject to change.

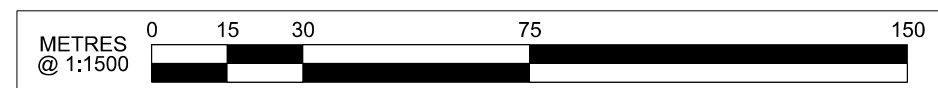
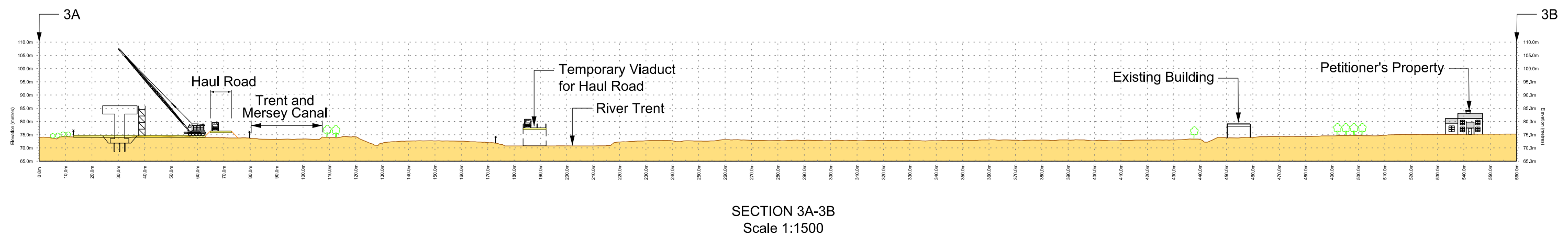
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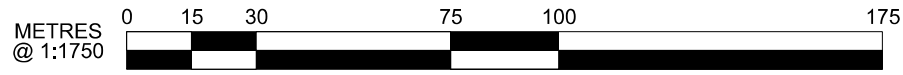
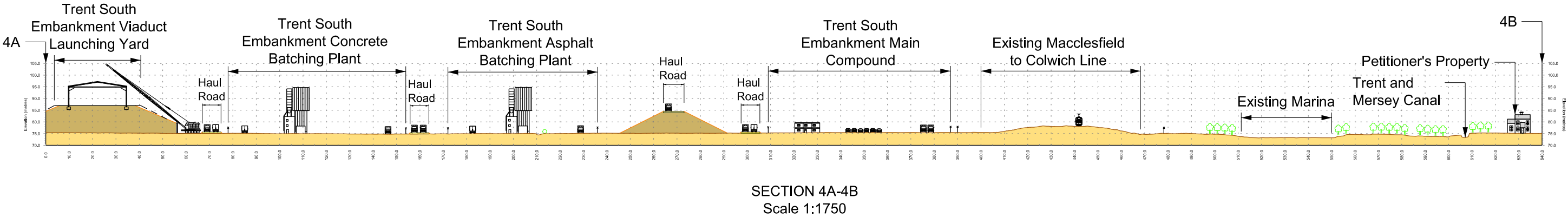
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			C861 Hybrid Bill Additional Provision 2 AP2		
Design Stage	Designs for Petition		Discipline/Function		
			Petitions		
Drawing Title	Sharon Jayne and Martin John Mawbey		Drawn	Checked	Approved
			PN	BM	TE
	Date	Scale	Size		
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	Illustrative Cross Section - 2A-2B - Construction		Drawing No.		
		2PT02-ARP-PT-DSK-000-200307-PET000034			
		Rev.			
		P01			

Petitioners' Property - Illustrative Cross Section - Construction



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Petitioners' Property - Illustrative Cross Section - Construction



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	Description	Drawn	Checked	Con App	HS2 App
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Legends/Notes:	
	Existing ground
	Existing surface
	Existing hedgerow
	Existing trees
	Batching Plant Unit
	Fencing
	Crane
	Viaduct Launch Building
	Welfare/Office Units
	Haul Road

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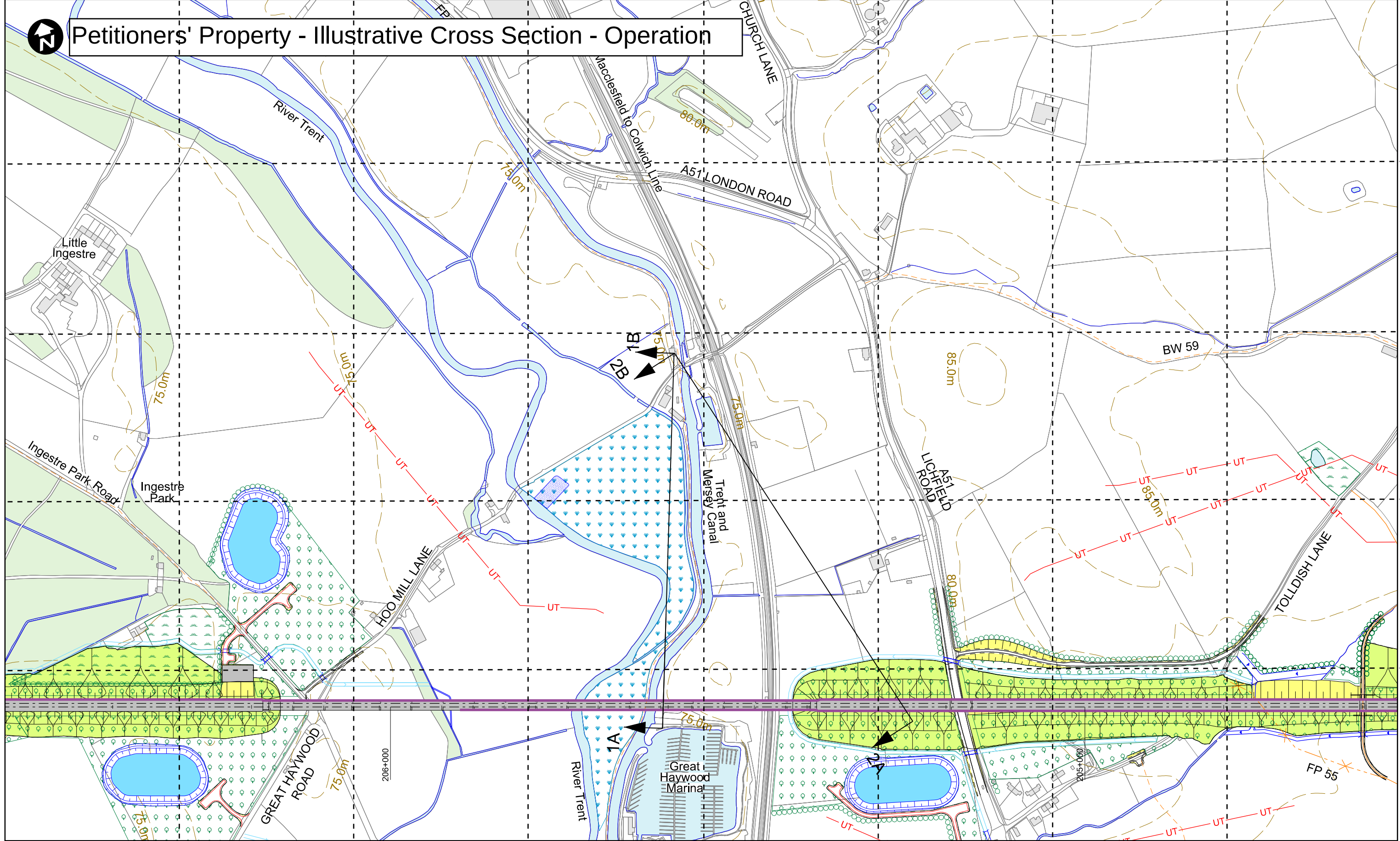
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Zone	Community Area 2		Project/Contract		
			C861 Hybrid Bill Additional Provision 2 AP2		
Design Stage	Designs for Petition		Discipline/Function		
			Petitions		
Drawing Title	Sharon Jayne and Martin John Mawbey		Drawn	Checked	Approved
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	Cross Section - 4A-4B - Construction		Drawing No.		Rev.
		2PT02-ARP-PT-DSK-000-200507-PET000034		P01	



Petitioners' Property - Illustrative Cross Section - Operation

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 - Stopped-up PRoW
 - UT - Main utility work
 - HS2 access road
 - Noise barrier
 - Hedgerow habitat creation
 - Ditches - new
 - Watercourse diversion
 - Floodplain

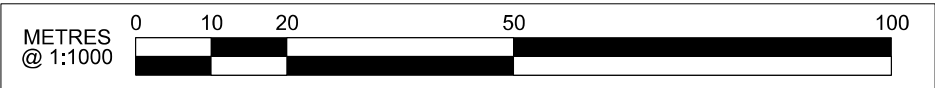
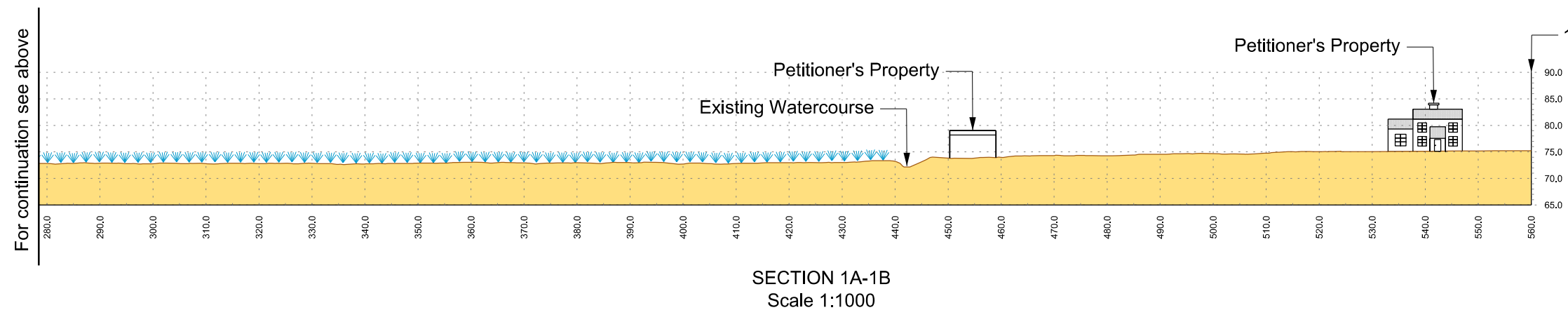
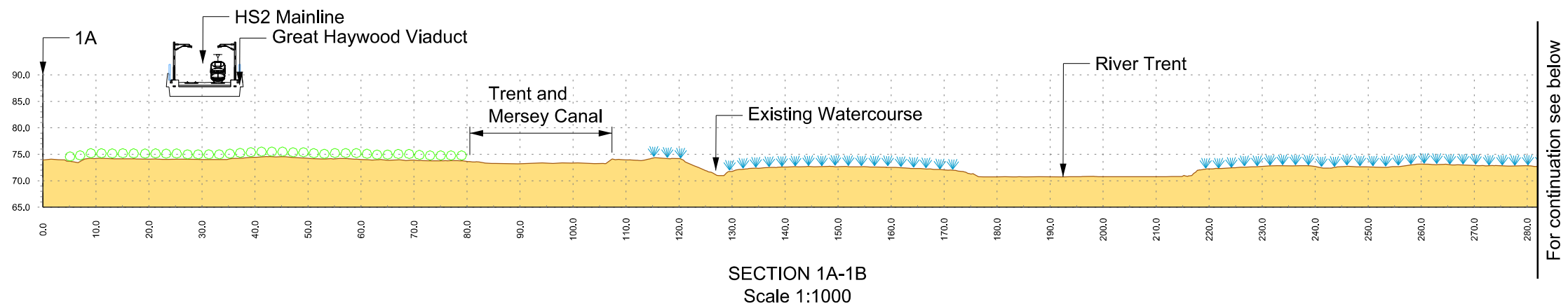
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Zone	Community Area 2		Project/Contract		
Design Stage	Designs for Petition		C861 Hybrid Bill Additional Provision 2 AP2		
Drawing Title	Sharon Jayne and Martin John Mawbey Petition P2A-HOL-034 Cross Section Overview Plan - Operation		Discipline/Function		
			Petitions		
			Drawn	Checked	Approved
			PN	BM	TE
			Date	Scale	Size
			2019/09/03	1:5000	A3
			Drawing No.		Rev.
			2PT02-ARP-PT-DSK-000-200006-PET000034		P01

Petitioners' Property - Illustrative Cross Section - Operation



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P40 (11)	Description	Drawn	Checked	Con App	HS2 App
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Legends/Notes:	
○○○	Existing hedgerow
🌿🌿🌿	Wetland habitat creation
🟡	Existing ground
—	Existing surface

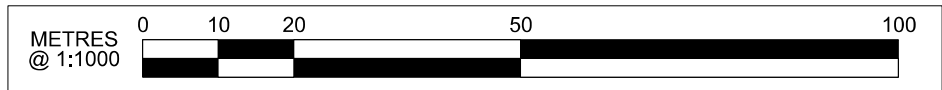
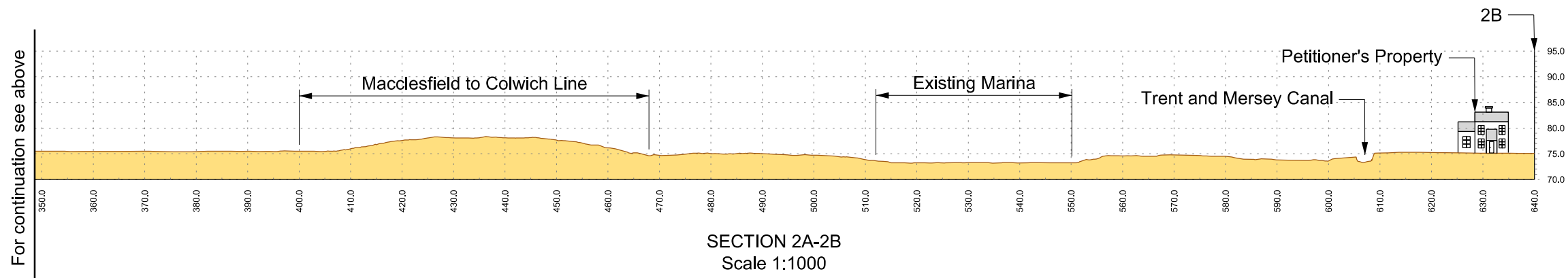
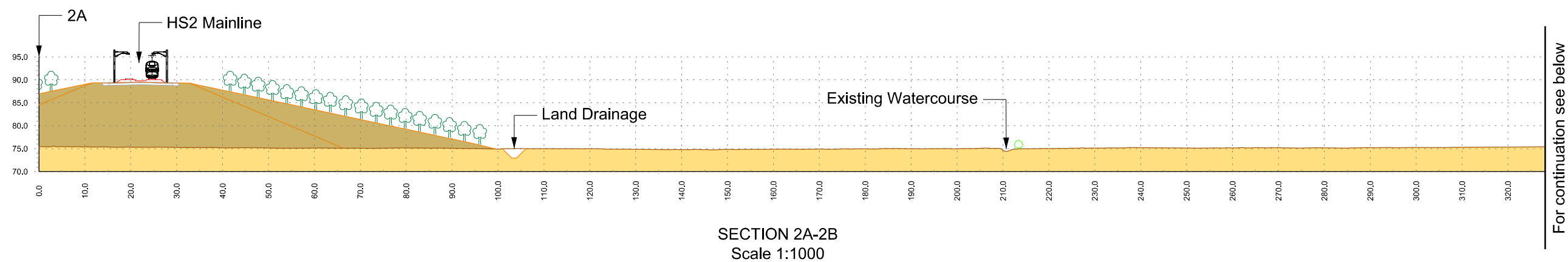
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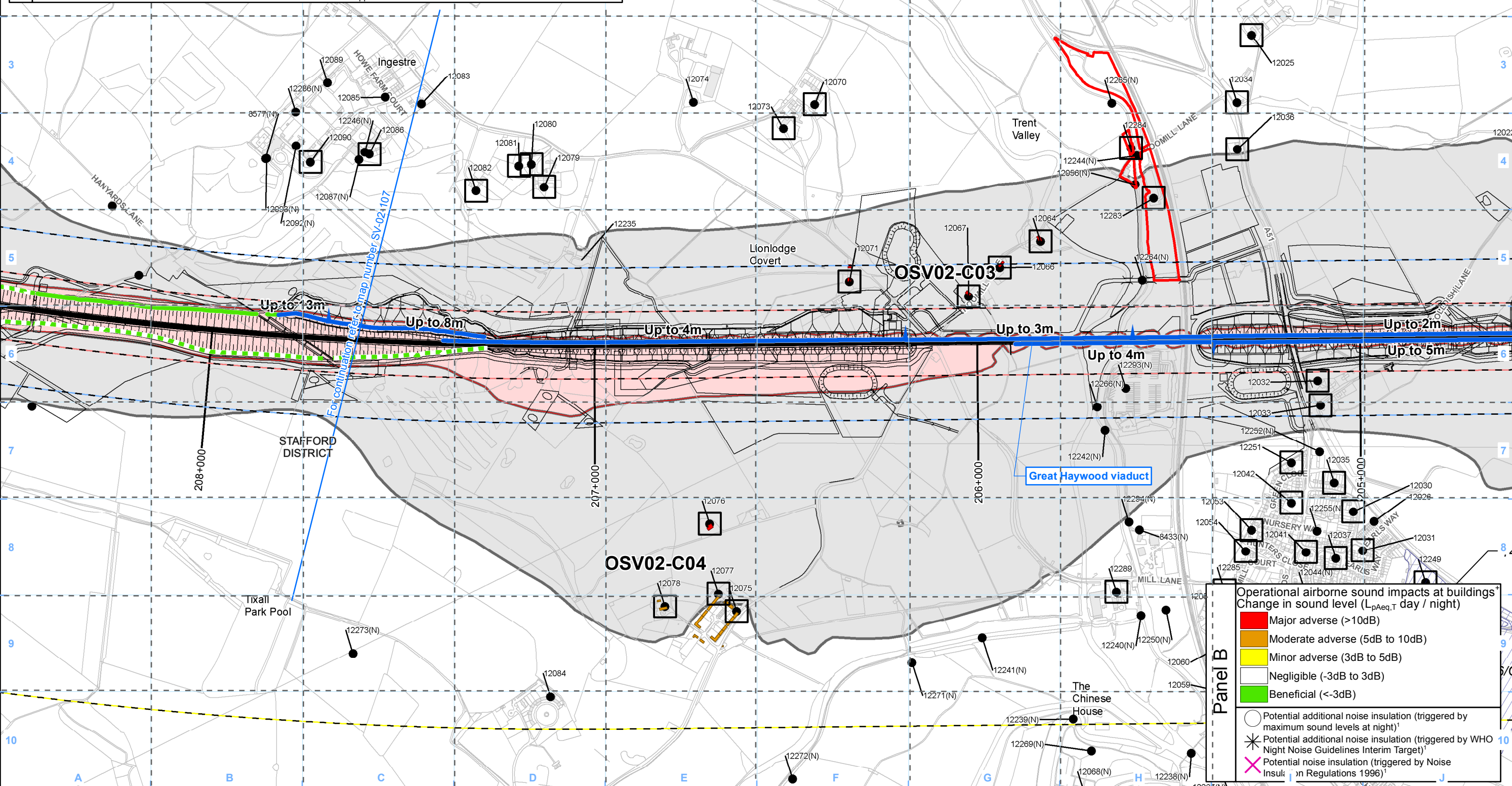
Zone	Community Area 2		Project/Contract C861 Hybrid Bill Additional Provision 2 AP2	
Design Stage	Designs for Petition		Discipline/Function Petitions	
Drawing Title Sharon Jayne and Martin John Mawbey Petition P2A-HOL-034 Cross Section - 1A-1B - Operation	Drawn PN	Checked BM	Approved TE	
	Date 2019/08/28	Scale 1:1000	Size A3	
	Drawing No. 2PT02-ARP-PT-DSK-000-200007-PET000034			Rev. P01

Sharon Jayne and Martin John Mawbey Cross Section - Operation



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										Date	Scale	Size		
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									Cross Section - 2A-2B - Operation					
0 (12)	Description	Drawn	Checked	Con App	HS2 App	Scale with caution as distortion can occur.								

Panel A	HS2 (rail only) sound level $L_{pAeq,T}$		Potential noise effect ^{1, 2}	
	Night-time $L_{pAeq,T}$ (T=23:00 to 07:00)	Daytime $L_{pAeq,T}$ (T=07:00 to 23:00)	Residential	Non-residential & quiet areas
	> 55 dB	> 65 dB	Likely significant effect on dwellings indicated by ○, ✱ or ✕ avoided by noise insulation	Effect dependent on receptor and baseline. For further details see Volume 5, Appendix SV004. Likely significant effect indicated by OSV#-N# ²
	40 to 55 dB	50 to 65 dB	Effect dependent on sound level change (see Panel B) and significance criteria. Likely significant effects on groups of dwellings and associated facilities indicated by OSV#-C# ²	
	< 40 dB	< 50 dB	Generally no adverse effect expected ¹	
	¹ For further information see Volume 5 Appendix SV-001-000 ² For details see relevant Volume 5 Appendix SV-002-0XX			



Operational airborne sound impacts at buildings	
Change in sound level ($L_{pAeq,T}$ day / night)	
	Major adverse (>10dB)
	Moderate adverse (5dB to 10dB)
	Minor adverse (3dB to 5dB)
	Negligible (-3dB to 3dB)
	Beneficial (<-3dB)

	Potential additional noise insulation (triggered by maximum sound levels at night) ¹
	Potential additional noise insulation (triggered by WHO Night Noise Guidelines Interim Target) ¹
	Potential noise insulation (triggered by Noise Insulation Regulations 1996) ¹

Legend - General features

-  Route in bored tunnel
-  Route in cut and cover tunnel
-  Route on surface
-  Depot, station, headhouse or portal building
-  Community area boundary
-  County boundary
-  District/Borough boundary
-  Division Boundary

Engineering earthworks: Non engineering earthworks:

- Engineering earthworks: Non-engineering earthworks:
- | | | | |
|---|------------|---|------------|
|  | Embankment |  | Embankment |
|  | Cutting |  | Cutting |
-  L_{pAFmax} exceeds 60dB façade**
- * Residential buildings only
 * Labelled with total barrier height above rail level
 ** HS2 train only $L_{pAFmax} + 2.5$ dB façade correction

Legend - Sound related features

-  Committed developments - SV Only
 Envisaged mitigation to avoid / reduce significant noise effects:
 Landscaping and/or fence barriers*
 Engineering e.g. cuttings (green tunnels separately marked)
 Envisaged measures further reducing noise effects:
 Other environmental e.g. landscaping
 Engineering e.g. cuttings
 1km Airborne sound study area

-  Ground-borne sound & vibration study area (residential and non-residential)
-  Ground-borne sound & vibration study area (sensitive non-residential)
-  Airborne sound assessment location
-  Airborne sound and vibration assessment location
-  Ground-borne sound and/or vibration assessment location
-  Airborne sound, ground-borne sound and vibration assessment location
-  Ground-borne noise or vibration impact

Map Number

SV-02-106

Map Name

HS2-HOL-034
Sharon and Martin Mawbey
SES2 and AP2 ES

Community Area 2:
Golwich to Yarlet

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Noise levels

Table 1: Existing baseline sound levels

Assessment location		Measurement location	Existing baseline sound levels (dB)							Data source coding
Ref	Area represented		For operational sound assessment				For construction sound assessment			
			Daytime L _{pAeq,16hr}	Night-time L _{pAeq,8hr}	Arithmetic average L _{pAFmax,5min}	Highest night-time L _{pAFmax,5min}	Daytime, L _{pAeq}	Evening / weekend, L _{pAeq}	Night-time, L _{pAeq}	
12056	Marina, Hoo Mill Lock, Great Haywood	-	51	44	56	79	54	51	44	5, C, -, b
12244	Trent & Mersey Canal Hoomill Bridge 76	-	55	48	56	79	55	54	48	4, A, -, b
12264	Hoo Mill Lane, Great Haywood	-	46	39	51	72	50	47	39	5, C, -, b
12265	Hoo Mill Lane, Great Haywood	-	54	48	56	79	57	54	48	5, C, -, b
12283	Residential Mooring At Hoo Mill Basin, Great Haywood - Trent & Mersey Canal	-	51	44	56	79	54	51	44	5, C, -, b
12284	Hoo Mill, Great Haywood	-	55	48	56	79	55	54	48	4, A, -, b

Table 2: Assessment of construction noise at residential receptors (Main ES)

Assessment location ID		Impact criteria				Significance criteria									Significant effect
Ref	Area represented	Typical/highest monthly outdoor L _{pAeq} [dB] at the facade [Assessment category A/B/C]			Construction activity resulting in highest forecast noise levels	Type of effect	Number of impacts represented	Type of receptor	Receptor design	Existing environment	Unique feature	Impact duration (Months)	Combined impact	Mitigation effect	
		Day 0700-1900	Evening 1900-2300	Night 2300-0700											
12283	Residential Mooring At Hoo Mill Basin, Great Haywood - Trent & Mersey Canal	47/52 [A]	-	-	Day: On-site traffic	NA	1	R	T	-	-	-	-	-	
12284	Hoo Mill, Great Haywood	47/52 [A]	-	-	Day: On-site traffic	NA	1	R	T	-	-	-	-	-	

HS2

Noise levels

Table 3: Construction airborne sound levels for use in cross discipline assessments (Main E5)

Assessment location		Impact criteria					Discipline				
Ref.	Area represented	Typical/highest monthly outdoor L_{pAeq} [dB] at the facade [Assessment category A/B/C]		Change		Construction activity resulting in highest forecast noise levels	Agriculture	Communities	Heritage	Landscape & Visual	Socio-economic
		Day 0700-1900	Night 2300-0700	Day 0700-1900	Night 2300-0700						
12056(N)	Marina, Hoo Mill Lock, Great Haywood	56/62	-	7	-	Day: Underground utility diversion	-	Y	-	-	-
12244(N)	Trent & Mersey Canal Hoomill Bridge 76	47/51	-	1	-	Day: On-site traffic	-	-	Y	-	-
12264(N)	Hoo Mill Lane, Great Haywood	49/54	-	4	-	Day: On-site traffic	-	-	Y	Y	-
12265(N)	Hoo Mill Lane, Great Haywood	46/51	-	1	-	Day: Underground utility diversion	-	-	-	Y	-

Table 4: Operational airborne sound, noise impacts and significant effects: residential receptors (Main E5)

Assessment Location		Impact criteria										Significance criteria								Significant effect
Ref	Area represented	Proposed Scheme only (Year 15 traffic)			Do nothing (Opening year baseline)			Do something (Opening year baseline + Year 15 traffic) ****		Change		Type of effect	Number of impacts represented	Type of receptor	Receptor design	Existing environment	Unique feature	Combined impact	Mitigation effect	
		Day *	Night **	Max ***	Day *	Night **	Max ***	Day *	Night **	Day *	Night **									
12283	Residential Mooring At Hoo Mill Basin, Great Haywood - Trent & Mersey Canal	52	42	67/68	51	44	56	55	46	4	2	A	0	R	T	-	-	-	-	2
12284	Hoo Mill, Great Haywood	49	39	64/65	55	48	56	56	49	1	1	A	1	R	T	-	-	-	-	

HS2

Noise levels

Table 5: Operational airborne sound level for use in cross discipline assessments (Main ES)

Assessment Location		Impact criteria										Discipline				
ID	Area represented	Proposed Scheme only (Year 15 traffic)			Do nothing (Opening year baseline)			Do something (Opening year baseline + Year 15 traffic) ****		Change		Agriculture	Communities	Heritage	Landscape and Visual	Socio-economic
		Day *	Night **	Max ***	Day *	Night **	Max ***	Day *	Night **	Day *	Night **					
12056(N)	Marina, Hoo Mill Lock, Great Haywood	51	41	66/67	51	44	56	54	46	3	2	-	Y	-	-	-
12244(N)	Trent & Mersey Canal Hoomill Bridge 76	49	40	64/66	55	48	56	56	49	1	1	-	-	Y	-	-
12264(N)	Hoo Mill Lane, Great Haywood	57	48	73/75	46	39	51	58	48	12	9	-	-	Y	Y	-
12265(N)	Hoo Mill Lane, Great Haywood	47	37	62/63	54	48	56	55	48	1	0	-	-	-	Y	-

HS2

Noise levels

Sharon and Martin Mawbey	P2A-AP2-034	ALID	Existing baseline sound level (dB)	Construction noise levels (dB)	Operational noise levels (dB)	Change (dB)
For construction assessment	Daytime	12056	54	56/62		
		12244	55	47/51		
		12264	50	49/54		
		12265	57	46/51		
		12283	54	47/52		
		12284	55	47/52		
	Evening / Weekend	12056	51	-		
		12244	54	-		
		12264	47	-		
		12265	54	-		
		12283	51	-		
		12284	54	-		
	Night-time	12056	44	-		
		12244	48	-		
		12264	39	-		
		12265	48	-		
		12283	44	-		
		12284	48	-		
For operational assessment	Daytime	12056	51		54	3
		12244	55		56	1
		12264	46		58	12
		12265	54		55	1
		12283	51		55	4
		12284	55		56	1
	Night-time	12056	44		46	2
		12244	48		49	1
		12264	39		48	9
		12265	48		48	0
		12283	44		46	2
		12284	48		49	1

HS2

Offer to Acquire the Petitioners' Property

On 31 July 2019 the Promoter offered to acquire the Petitioners' property. This offer was open for one year from the date of the offer.

This offer was based on the average of two independent valuations of the property at its unblighted, open market value. One of these valuations was carried out by a valuer selected by the Petitioners.

The Promoter's offer included payments for compensation for business losses reasonably incurred by the Petitioners as a result of the Proposed Scheme.

The Petitioners declined this offer. The Promoter and the Petitioners have therefore been negotiating an Advanced Mitigation Agreement.

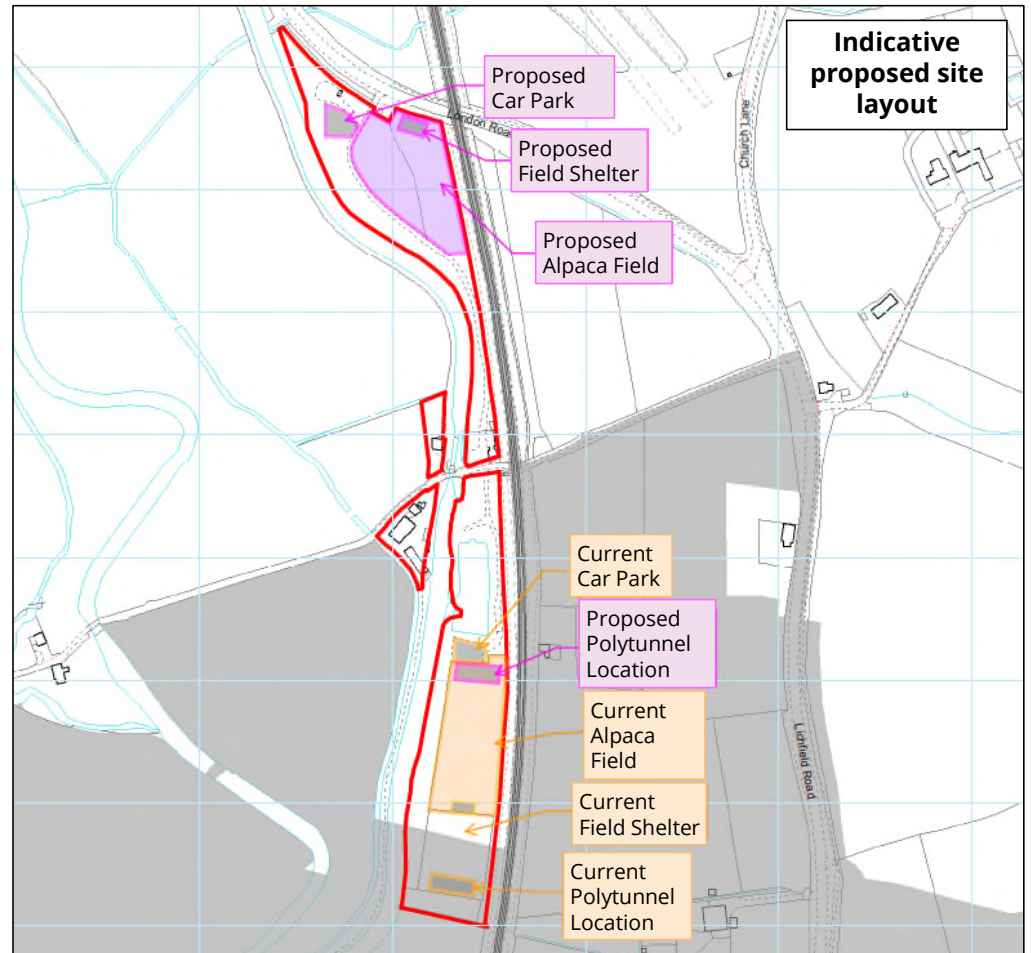


Proposed Advanced Mitigation Agreement

The Promoter proposes to take temporary possession of the Petitioners' land for the proposed scheme which the Petitioners have informed is preferred to compulsory acquisition.

The Petitioners would be entitled to compensation for losses suffered as a result of that temporary possession under Schedule 15 of the Bill.

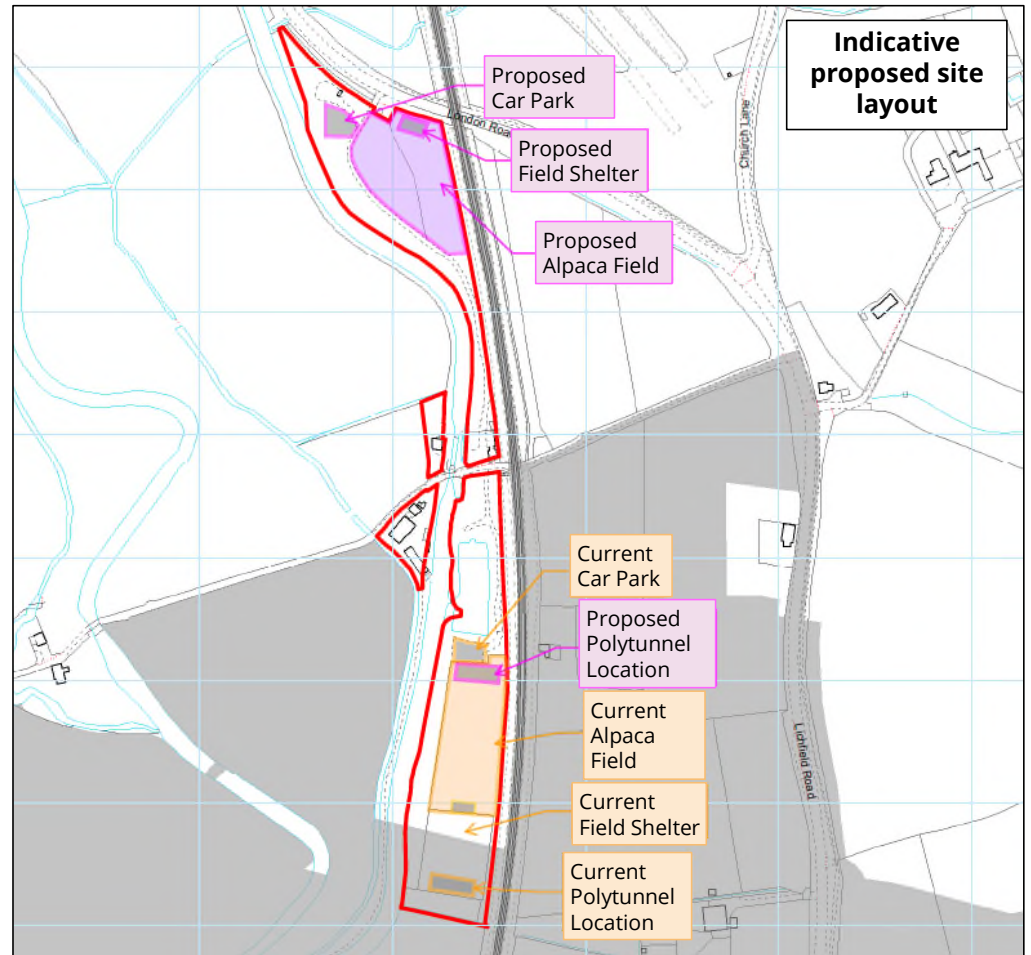
The Promoter has offered to fund certain mitigation works identified by the Petitioners in their petition which the Promoter agrees would help to mitigate the impacts of the proposed scheme on the Petitioners' property and business. This reflects the desire of the Petitioners to remain at their property and continue to run their business whilst the Promoter takes temporary possession of some of their land.



Proposed Advanced Mitigation Agreement

These works include (subject to agreement):

- Fencing and gate to create a secure field area for alpacas within the Petitioners' property.
- Building and obtaining all necessary consents for a field shelter.
- Relocating a polytunnel.
- Building a car park and pathways in top field.
- Reconfiguring moorings along canal banks.



Advanced Mitigation and Loss Agreement

- The Promoter is prepared to enter into an Advanced Mitigation and Loss Agreement given the particular circumstances of this case, in order to ensure funds are available to the Petitioners to reconfigure their landholding ahead of the Promoter taking possession of the land. This funding would enable the Petitioners to mitigate the impacts of temporary possession of their land, and thus the losses they would otherwise be likely to suffer as a result.
- The Agreement provides for the Promoter to pay 90% of its estimate of the compensation that would be payable under Schedule 15 to the Bill once the Agreement has been signed and finalised.
- It includes a sum for specified mitigation works, which the Promoter has accepted would constitute reasonable mitigation of loss on behalf of the Petitioners for the purposes of a compensation claim.
- This advance payment would be secured by way of charge against the Petitioners' property (as the Promoter would not be acquiring the land).
- The Agreement contains a clause which would allow for dispute resolution and arbitration, in the event that the parties are not able to agree a figure which constitutes a full and final settlement of the Petitioners' compensation claim.

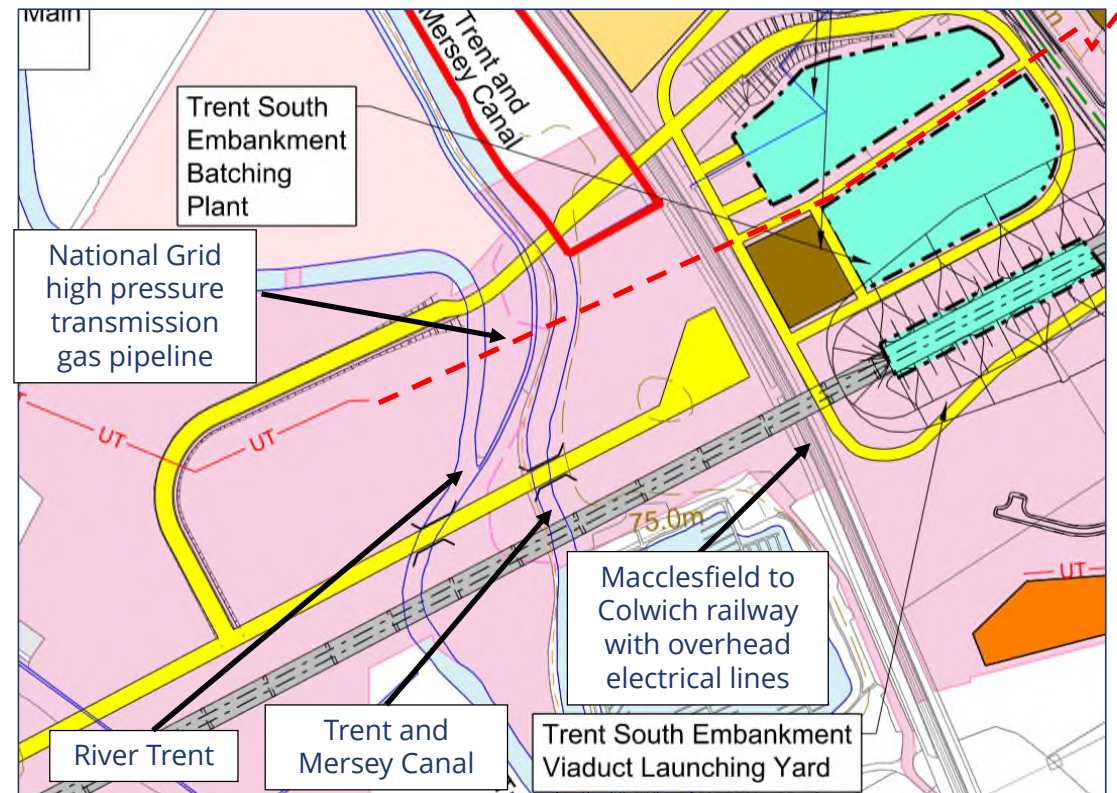


National Gas Pipe Line and Haul Roads

Land included within Bill limits is associated with the proposed haul route to cross the existing Macclesfield to Colwich railway, the Trent and Mersey Canal, and the River Trent from east to west of the flood plain to safely access and deliver the works in the area.

The haul road needs to avoid the zone of influence of the high pressure gas main which passes through the Petitioners' land.

Additional land within the Petitioners' landholding was included in Additional Provision 2. This was to accommodate a wider exclusion zone around the existing and diverted high power gas main, and associated need to construct the haul road and temporary crossing over the railway, canal and river further to the north.

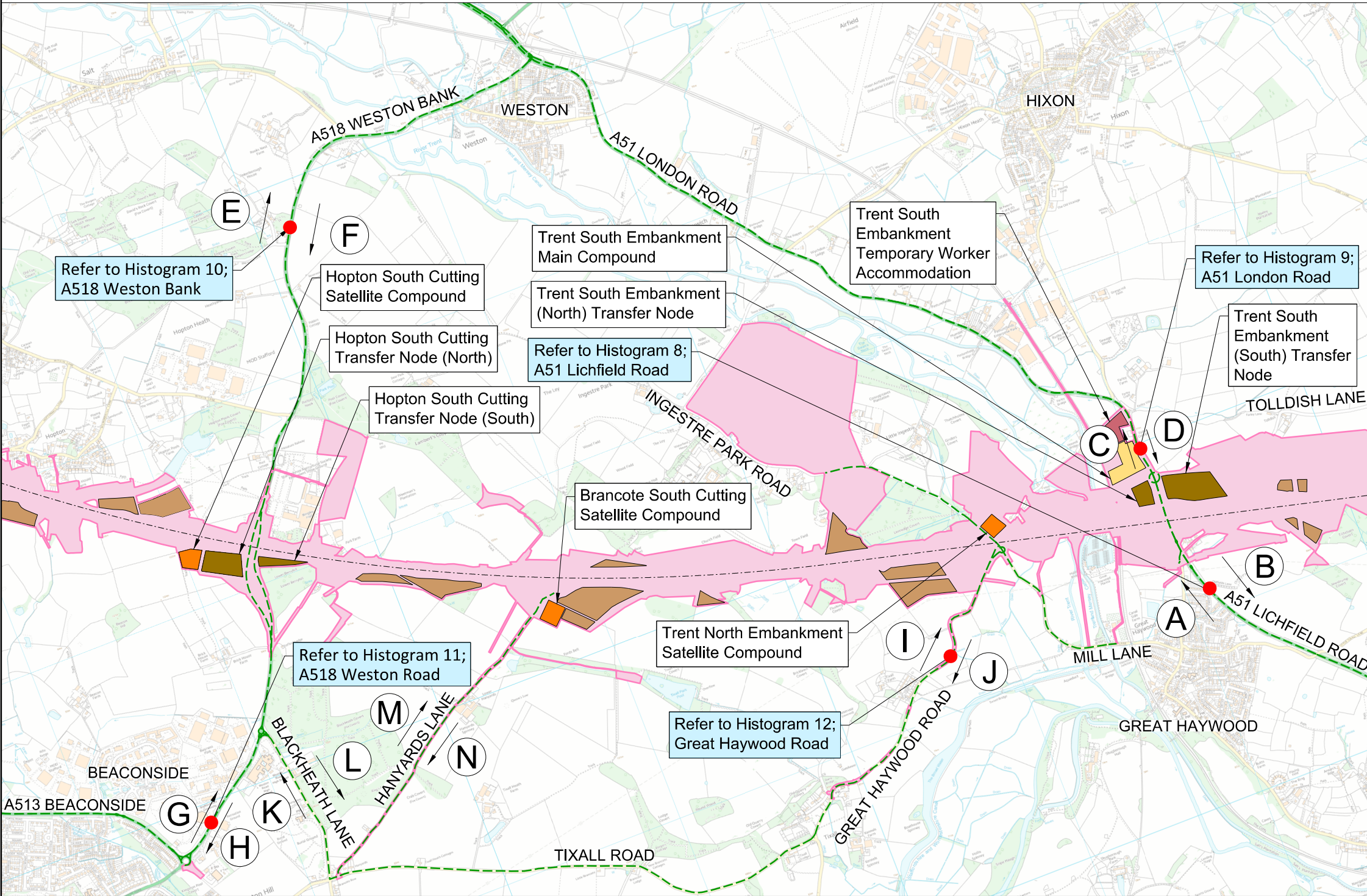




GREAT HAYWOOD AND TIXALL

AVERAGE DAILY WEEKDAY TRAFFIC FLOWS IN PEAK MONTH

THE PROPOSED SCHEME



A51 Lichfield Road (between Little Tixall Lane and Tolldish Lane) - Northbound							
A	2023 future baseline			HS2 Traffic		2023 future baseline plus HS2	
	All Vehs	HGVs	%HGV	All Vehs	HGVs	% Increase in all vehicle traffic	%HGV
	6330	363	6%	749	498	12%	12%
A51 Lichfield Road (between Little Tixall Lane and Tolldish Lane) - Southbound							
B	2023 future baseline			HS2 Traffic		2023 future baseline plus HS2	
	All Vehs	HGVs	%HGV	All Vehs	HGVs	% Increase in all vehicle traffic	%HGV
	6984	444	6%	749	498	11%	12%
A51 Lichfield Road (between Hoo Mill Lane and HS2 Route) - Northbound							
C	2023 future baseline			HS2 Traffic		2023 future baseline plus HS2	
	All Vehs	HGVs	%HGV	All Vehs	HGVs	% Increase in all vehicle traffic	%HGV
	6457	365	6%	1026	539	16%	12%
A51 Lichfield Road (between Hoo Mill Lane and HS2 Route) - Southbound							
D	2023 future baseline			HS2 Traffic		2023 future baseline plus HS2	
	All Vehs	HGVs	%HGV	All Vehs	HGVs	% Increase in all vehicle traffic	%HGV
	7525	509	7%	1026	539	14%	12%
A518 Weston Bank (between Within Lane and Willowmore Banks) - Northbound							
E	2023 future baseline			HS2 Traffic		2023 future baseline plus HS2	
	All Vehs	HGVs	%HGV	All Vehs	HGVs	% Increase in all vehicle traffic	%HGV
	5805	382	7%	311	249	5%	10%
A518 Weston Bank (between Within Lane and Willowmore Banks) - Southbound							
F	2023 future baseline			HS2 Traffic		2023 future baseline plus HS2	
	All Vehs	HGVs	%HGV	All Vehs	HGVs	% Increase in all vehicle traffic	%HGV
	6357	323	5%	311	249	5%	9%
A518 Weston Road (between Blackheath Lane and Hydrant Way) - Eastbound							
G	2023 future baseline			HS2 Traffic		2023 future baseline plus HS2	
	All Vehs	HGVs	%HGV	All Vehs	HGVs	% Increase in all vehicle traffic	%HGV
	9734	197	2%	292	183	3%	4%
A518 Weston Road (between Blackheath Lane and Hydrant Way) - Westbound							
H	2023 future baseline			HS2 Traffic		2023 future baseline plus HS2	
	All Vehs	HGVs	%HGV	All Vehs	HGVs	% Increase in all vehicle traffic	%HGV
	10352	253	2%	292	183	3%	4%
Great Haywood Road (between Ingestre Park Road and Holdiford Road) - Eastbound							
I	2023 future baseline			HS2 Traffic		2023 future baseline plus HS2	
	All Vehs	HGVs	%HGV	All Vehs	HGVs	% Increase in all vehicle traffic	%HGV
	1722	27	2%	74	52	4%	4%
Great Haywood Road (between Ingestre Park Road and Holdiford Road) - Westbound							
J	2023 future baseline			HS2 Traffic		2023 future baseline plus HS2	
	All Vehs	HGVs	%HGV	All Vehs	HGVs	% Increase in all vehicle traffic	%HGV
	2118	25	1%	74	52	3%	4%
Blackheath Lane (south of A518 Weston Road) - Northbound							
K	2023 future baseline			HS2 Traffic		2023 future baseline plus HS2	
	All Vehs	HGVs	%HGV	All Vehs	HGVs	% Increase in all vehicle traffic	%HGV
	6604	34	1%	80	53	1%	1%
Blackheath Lane (south of A518 Weston Road) - Southbound							
L	2023 future baseline			HS2 Traffic		2023 future baseline plus HS2	
	All Vehs	HGVs	%HGV	All Vehs	HGVs	% Increase in all vehicle traffic	%HGV
	5993	44	1%	80	53	1%	2%
Hanyards Lane (between Tixall Road and HS2 Route) - Northbound							
M	2023 future baseline			HS2 Traffic		2023 future baseline plus HS2	
	All Vehs	HGVs	%HGV	All Vehs	HGVs	% Increase in all vehicle traffic	%HGV
	56	1	2%	48	18	86%	18%
Hanyards Lane (between Tixall Road and HS2 Route) - Southbound							
N	2023 future baseline			HS2 Traffic		2023 future baseline plus HS2	
	All Vehs	HGVs	%HGV	All Vehs	HGVs	% Increase in all vehicle traffic	%HGV
	49	3	6%	48	18	98%	21%

NOTE:
Where no construction flow shown, route is used for less than 10 HGV movements per day eg is used for upgrade or utilities works only.

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Sharon and Martin Mawbey
Lock Cottage
Hoo Mill Lane
Great Haywood
ST18 0RG

17 October 2019

Dear Sharon and Martin

**HIGH SPEED RAIL (WEST MIDLANDS – CREWE) BILL – HOUSE OF LORDS SELECT COMMITTEE:
PETITION HS2-HOL-034 – SHARON JAYNE & MARTIN JOHN MAWBEY**

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 you have 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 Lords.

Further to the letter we sent to you on 12 September 2019, I wanted to set out the current status of our engagement with you, and how we will continue progress with your petition.

Your petition against Additional Provision 2 (AP2) to the Bill in the House of Commons asked that the Secretary of State purchase your property, or alternatively, that we investigate mitigation and compensation opportunities to enable you to remain in your property. When my colleagues visited you on 17 April 2019, we tabled a draft Mitigation Agreement intended to provide mitigation measures to allow you to feel able stay at the property.

The draft Mitigation Agreement set out a number of specific advanced payments we were prepared to make to address the impacts of the Proposed Scheme. These payments included proposed sums for measures such as creating a new paddock for your alpaca herd and measures to mitigate the impacts on canal boats moored along your banks of the canal, as well as number of other matters. The draft Mitigation Agreement specified that you would be entitled to make a further claim for other losses associated with the disruption to your business as a result of the Proposed Scheme when we were in a position to understand better the extent of those losses.

At that meeting you both professed that you considered the draft Mitigation Agreement would not be sufficient to address your concerns, and that your preference would be for us to take forward your request to acquire your property.

We wrote to you on 1 May 2019 to confirm that the Promoter would agree to purchase your property as a special case. That letter explained that we would carry out a valuation exercise to

determine the value of your property and invited you to make a claim for the losses associated with the extinguishment of your business, Engineering and Canal Services of Great Haywood Limited.

The Promoter made an offer to acquire your property on 31 July 2019 at [REDACTED]. This offer was based on the average of the two independent valuations of the property at its unblighted, open market value, provided by Eric Spencer of Bruton Knowles at [REDACTED] and by Phil Winckles of Keppie Massie Ltd at [REDACTED]. Although both of these valuers were instructed by us, Eric Spencer was selected by you to carry out this valuation. The Promoter's offer covered the property value element of the proposed acquisition of the property, but did not cover the business extinguishment element, for which it remains open for you to make a claim. As set out in the letter of 31 July 2019, the offer to acquire your property at this value is open for one year from the date of the letter.

My colleagues met with you to discuss this offer on 15 August 2019. During the meeting you explained that you felt the offer of [REDACTED] was not sufficient for you to recreate your current lifestyle at another property. We have therefore proposed to return to the draft Mitigation Agreement first discussed on 17 April 2019, but with some amendments. The principal amendment that we have proposed is that the Mitigation Agreement should bring forward some of the other disturbance elements of your claim not itemised in the earlier draft of the agreement, so that we can reach a settlement on the full claim. The revised draft Mitigation Agreement would also make provision for the terms on which the Promoter would be willing to exercise the powers under Schedule 15 to the Bill to take temporary possession of the land within your property that is required only for the construction of the Proposed Scheme.

Paul Lidgley, our land and property consultant, has been instructed to advise us on the valuation of the various disturbance elements that are included in the revised draft Mitigation Agreement, and to make a recommendation to us about the full amount of compensation that we would be able to pay under the Compensation Code. This assessment would bring together the itemised payments previously proposed and the claim for all other losses, which would include the business loss claim for the impact on Engineering and Canal Services of Great Haywood Limited. I understand Paul met with you on 11 September and that you have said you will provide him with summaries of your trading accounts so that we can establish the impact of pre-acquisition losses and the effects on the business generally.

As of today, Paul Lidgley has yet to receive a copy of trading accounts which, as previously mentioned in our letter of 12 September 2019, is critical in informing the business loss claim within the assessment of the compensation figure.

Your petition against the Bill in the House of Lords includes a request for financial support to mitigate the impacts of the Proposed Scheme, as well as compensation for business losses. I understand that all of these requests reiterate your renewed desire to remain in the property. We believe this request is now best addressed through the revised Mitigation Agreement discussed with you on 15 August 2019. We are looking very seriously at the proposals that you have made as a part of the revised draft Mitigation Agreement. Work on the revised draft Mitigation Agreement is still ongoing, is dependent on receiving the aforementioned trading account, and we will continue to discuss details of the proposed offer as it is developed. As previously discussed in meetings, the Promoter does not feel it is either necessary or reasonable to build a bakery given that the Proposed Scheme does not affect an existing bakery.

Whilst these discussions are continuing we understand that you require certainty about how the revised draft Mitigation Agreement will be taken forward in the event that it is not entered into by the date of your appearance before the Select Committee. We are currently developing assurances,

which we expect to be able to share with you next week, setting out how we would continue to engage with you over the revised draft Mitigation Agreement and confirming the Promoter's willingness to cover the reasonable costs of the mitigation works and disturbance elements that are included in the schedule to the revised draft Mitigation Agreement.

Every time that my colleagues have met with you to discuss your case they have emphasised that you are entitled to appoint an agent to represent you and that we will meet the reasonable costs of this adviser. This is explained in the PRD through the link to the Payment of Claimant's Professional Fee's guide. It continues to be the case, and we once again repeat this recommendation that you appoint such an adviser.

If you have any further queries please don't hesitate to contact Christopher Weatherburn, Petition Adviser on 020 7944 4476 or Chris.Weatherburn@hs2.org.uk.

Yours sincerely



Oliver Bayne

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

Sharon and Martin Mawbey
Lock Cottage
Hoo Mill Lane
Great Haywood
ST18 0RG

3 September 2020

Dear Mr & Mrs Mawbey

**HIGH SPEED RAIL (WEST MIDLANDS – CREWE) BILL – HOUSE OF LORDS SELECT COMMITTEE:
PETITION HS2-HOL-034 – SHARON JAYNE & MARTIN JOHN MAWBEY**

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 you have 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 Lords.

Further to our previous correspondence, I wanted to set out the current status of our engagement with you, and how we hope to resolve your outstanding petition issues.

Your petition against Additional Provision 2 (AP2) to the Bill in the House of Commons asked that the Secretary of State purchase your property, or, alternatively, that we investigate mitigation and compensation opportunities to enable you to remain in your property. When my colleagues visited you on 17 April 2019 they tabled a draft Mitigation Agreement intended to provide advance funding for mitigation measures to allow you to feel able stay in the property.

The draft Mitigation Agreement set out several specific advanced payments we were prepared to make to address the impacts of the Proposed Scheme. These payments included proposed sums for measures such as creating a new paddock for your alpaca herd and measures to mitigate the impacts on canal boats moored along your banks of the canal, as well as number of other matters. The draft Mitigation Agreement specified that you would be entitled to make a further claim for other losses associated with the disruption to your business as a result of the Proposed Scheme when we were able to understand better the extent of those losses, and with supporting evidence.

At that meeting you both said that you considered that the draft Mitigation Agreement would not be sufficient to address your concerns, and that your preference would be for us to take forward your request to acquire your property.

We wrote to you on 1 May 2019 to confirm that we would agree to purchase your property as a special case. That letter explained that we would carry out a valuation exercise to determine the

value of your property and invited you to make a claim for the losses associated with the extinguishment of your business, Engineering and Canal Services of Great Haywood Limited.

We made an offer to acquire your property on 31 July 2019 at [REDACTED]. This offer was based on the average of the two independent valuations of the property at its unblighted, open market value, provided by Eric Spencer of Bruton Knowles at [REDACTED] and by Phil Winckles of Keppie Massie Ltd at [REDACTED]. Although instructed by us, both were independent valuers registered with RICS (the Royal Institution of Chartered Surveyors), with Eric Spencer selected by you to carry out the valuation.

Our offer covered the property value element of the proposed acquisition of the property, but did not cover the business extinguishment element, which would remain open for you to make a claim alongside the acquisition of the property. As set out in the letter of 31 July 2019, the offer to acquire your property at this value was open for one year from the date of the letter.

My colleagues met with you to discuss this offer on 15 August 2019. During the meeting you explained that you felt that the offer of [REDACTED] was not sufficient for you to recreate your current lifestyle at another property.

Given that a year has now elapsed, the offer in our letter of 31 July 2019 has expired. However, we would be willing to reopen discussions on the purchase of your property, should you wish to do so.

Your petition against the Bill in the House of Lords included a request for financial support to mitigate the impacts of the Proposed Scheme, as well as compensation for business losses. Given that these requests reiterated your desire to remain in the property, we proposed to return to the draft Mitigation Agreement first discussed in April 2019, but with some amendments. The principal amendment that we proposed was that the Mitigation Agreement should bring forward some of the other disturbance elements of your claim not itemised in the earlier draft of the agreement, so that we could reach a settlement on the full claim. The revised draft Mitigation Agreement would also make provision for the terms on which we would be willing to exercise the powers under Schedule 15 to the Bill to take temporary possession of the land within your property that is required only for the construction of the Proposed Scheme.

Paul Lidgley of Lambert Smith Hampton, our land and property consultant, was instructed to advise us on the valuation of the various disturbance elements that are included in the draft Mitigation Agreement, and to make a recommendation to us about the full amount of compensation that you would be eligible for under the Compensation Code. This assessment brought together the itemised payments previously proposed and the claim for all other losses, which would include the business loss claim for the impact on Engineering and Canal Services of Great Haywood Limited. Paul met with you on 11 September 2019, and you provided him with a version of your accounts which he considered in January 2020.

The accounts which you provided us with were informal in nature and, by your own admission, incomplete due to a lack of digital records. In order to develop a claim we have therefore relied on the professional expertise of Paul to create an objective and robust offer of compensation. This includes mitigation elements which we feel are a reasonable and adequate response to your individual case. Indeed, Paul's assessment of the current annual drop in mooring income agrees with yours.

Unfortunately, the outbreak of Covid-19 prevented us from meeting with you both in person as planned on 19 March, as we would have preferred, and we sent you a copy of the revised draft Mitigation Agreement by courier on 29 April for you to consider.

You understandably had a series of questions regarding the draft agreement, and emailed asking questions on 6 May, asking how we had arrived at the figures contained in it, and a series of technical questions relating to how and when we would use the land we would temporarily acquire.

In our response of 13 May it was explained that the figures contained in the draft agreement were considered internally and had been assessed in line with existing compensation policies and valuation practice. We explained that we had appointed Paul to work through the accounts you provided, so that we could accurately assess what compensation figure was appropriate for the Secretary of State to pay. We are only able to compensate claimants based on evidence. However, as Chris Weatherburn explained by telephone, the agreement provides you with 90% of your compensation claim up front and allows for the final 10% to be agreed through dispute resolution. If you are able to provide the evidence that your compensation should be greater than the figure provided for in the agreement, we would fulfil our obligations and pay that figure.

On 18 May you emailed with a list of questions which suggested that you disagreed with the figures which we had put to you.

In Chris' response of 2 July he explained that we had looked at the various requests you had made within your petition and had put a cost to each of the items you had asked for. Throughout our engagement we have made it clear that this was an iterative discussion in order to assess what compensation may be appropriate for your claim. When we presented you with the revised draft Mitigation Agreement with our figures, you replaced our suggested figures with some that you would ideally like to see yourselves, however, you have not provided further evidence to substantiate those figures. We remain, as ever, open to the submission of further evidence.

Chris reiterated to you that the figures contained within the draft Mitigation Agreement in April were considered internally and have been assessed in line with existing compensation policies and valuation practice. It was also reiterated that we are only able to compensate claimants for losses that can be evidenced. Chris also reinforced the point that the agreement provides you with an advance payment, and a mechanism for recourse, should you need to claim for any further losses sustained.

Attached to that response, for transparency sake, we included the compensation assessment and discounted cash flow appraisal which Paul used to inform our offer.

You replied on 9 July stating that there were items not contained within the draft Mitigation Agreement which you felt were not considered such as reconfiguration of the canal basin, loss of prospective camping fees, a vehicle to transport animals and a barn for loss of grazing land, amongst other items. You also reiterated that due to HS2 you have suffered uncertainty and business losses.

On 14 July Chris telephoned you to acknowledge receipt of your response. On that telephone call, Chris discussed your response of 9 July, and the governance process which was required in order to secure approval to offer the draft Mitigation Agreement. Chris also informed you that because of the way that the figures within the draft agreement had been assessed, it was highly unlikely that any changes to them would be possible.

The offer of the revised draft Mitigation Agreement has been drawn up using an independent and objective assessment based on the accounts which you have provided us with. The items contained

within the draft agreement are considered by us as an appropriate and fair response to the temporary acquisition of the land on your property.

As stated above and in previous correspondence, we can only ask the Secretary of State to compensate for losses sustained as a direct result of the Proposed Scheme. We have included in the draft Mitigation Agreement a figure which is for the removal of infrastructure and tidying up of the Southern Moorings. The agreement provides for this to be paid in advance of the proposed works in order to provide both time and resource to mitigate the impact on the business in advance of possession. It also provides for the loss of mooring fees whilst we temporarily occupy your land.

We note your preference to be compensated upfront for 'shadow losses' sustained by the business during the development of the Proposed Scheme but require further evidence before that can be discussed. This includes the loss of mooring income mentioned above, as well as your proposed camp site. You have declared that your intent had always been to develop the land into a camping and alpaca experience site, but more traditional evidence of intent (such as planning or licence applications) have not yet been provided to substantiate that intention.

There are also elements of your more recent claim, such as the need to acquire a vehicle to transport animals, feed, hay, muck etc between the two fields, or the provision of an additional barn, which we would consider to be incompatible with the Compensation Code, as they are not replacing existing assets or facilities and may represent some enhancement.

Should construction works continue beyond the predicted date, you will have the option of a further claim for compensation. Additionally, clause 4.5 of the revised draft Mitigation Agreement sets out what occurs should there be a dispute on the full and final claim for compensation:

"In the event that the parties are in dispute as to the amount of the advance payment referred to in clause 4.1, either party may refer the dispute to such method of alternative dispute resolution as the parties may agree, for determination by an independent assessor of what figure represents a reasonable estimate of 90% of the compensation payable to the Petitioners under Schedule 15 of the Bill as qualified by clause 3.2 of this Agreement and, in the event that the independent assessor determines in writing that there has been an underpayment, the Nominated Undertaker will make a payment equivalent to that underpayment to the Petitioners within 28 days of that determination. Such referral shall not need to wait for the expiry of the said three months' notice referred to in clause 4.4 or for Royal Assent. "

It is also appropriate to re-confirm that the amounts offered constitute an advance payment and are not intended as a full and final settlement of your claim for compensation. The claim will be subject to review when all reasonable costs and losses incurred can be evidenced. If the eventual total exceeds the amount of the advance payment, then a further amount would become payable by way of full and final settlement.

The final settlement could include items such as reinstatement costs for temporary works, which have been excluded from Paul's assessment on the grounds that those costs have not yet been incurred. It is important to note, however, that full supporting evidence to enable an assessment of such costs and losses will be required.

We have repeatedly emphasised to you that you are entitled to appoint an agent to represent you and that we will meet the reasonable costs of that adviser. The reason we have reiterated this course of action for you is twofold. Firstly, the professional advice given to you could support your understanding of some of the concepts of the Compensation Code, which can at times be

confusing. An advisor can also act as a professional advocate and help reduce some of the anxiety you understandably feel trying to navigate through such a significant event in your lives. Secondly, the adviser could help you to compile a robust set of records and evidence which would allow you to properly account for the compensation which you consider you are entitled to. We appreciate how unsettling this entire process must be, and strongly advise you consider such representation to help guide and support you through this agreement and beyond.

We are still very keen to resolve your petition issues and reiterate our belief that the proposed Mitigation Agreement is the best course of action for doing so. We recognise that you have felt concerned and had queries over a long period of time, and that you would like some final resolution, a desire we also share. We have drawn up the draft Mitigation Agreement in the way that we have to give you both some certainty and financial security so that you do not have to wait until a later date to have access to the compensation that you would be entitled to, and we will continue to work with you in advance of your scheduled appearance before the Select Committee on 16 September to resolve this in a way that you are satisfied with.

If you have any further queries please don't hesitate to contact Christopher Weatherburn, Petition Adviser on 07780 224 232 or Chris.Weatherburn@hs2.org.uk.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Simon Knight', with a stylized flourish at the end.

Simon Knight

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

High Speed Two (HS2) Limited

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Sharon Jayne and Martin John Mawbey
Engineering and Canal Services of Great Haywood Ltd
Lock Cottage
Hoo Mill Lane
Great Haywood
Staffordshire
ST18 0RG

8 June 2018

Dear Mr and Mrs Mawbey

**HIGH SPEED RAIL (WEST MIDLANDS – CREWE) BILL – HOUSE OF COMMONS SELECT COMMITTEE:
PETITION P2A-000192 and AP1-00028 – ENGINEERING AND CANAL SERVICES OF GREAT HAYWOOD**

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 you have a number of concerns about the impact of Phase 2A of HS2 (known as 'the Proposed Scheme') and have submitted a petition on that basis against the Bill in the House of Commons.

I am writing to set out our position in relation to the issues you have raised and the measures identified to address your concerns.

Effect of the Proposed Scheme on your home and business

I appreciate that you have concerns about the effect of the construction of the Proposed Scheme on your home and business.

In the Proposed Scheme, a small area of land to the rear of your holding would be required for construction of bridges to set up the compounds for construction of the Great Haywood viaduct.

In your petition you request compensation for loss of land, loss of income to date and for future losses, as well as assurance that your business would continue to be viable. As set out in the Petition Response Document sent to you in May 2018, if part of your land has to be acquired for the Proposed Scheme, then compensation would be payable in accordance with the Compensation Code. I set out in more detail below what that might mean if the parcel of your land shown within Bill limits would need to be acquired for the purposes of the Proposed Scheme.

Compensation Code

The Promoter intends to work with landowners to understand and mitigate the effects of the Proposed Scheme on their activities and ensure fair compensation for any compulsory purchase of land under the Compensation Code.

The Compensation Code is not a single document but a collective term used for the principles set out in the Acts of Parliament and supplemented by case law relating to compensation for compulsory acquisition, see HS2 Phase 2A Information Paper C8: Compensation Code for Compulsory Purchase.

The principle of the Compensation Code is to provide for the payment of fair compensation to an owner whose land is compulsorily purchased for public works. Depending on the particular circumstances in each case, where land is permanently acquired for the Proposed Scheme, compensation can be claimed under the following categories:

- the open market value of land taken, assuming 'no HS2 scheme';
- severance and injurious affection - this means the depreciation in the value of land retained where part only of the claimant's land holding is acquired;
- disturbance – (this covers other costs and losses as a result of being disturbed from the occupation of a property not based upon the value of land. A claim for disturbance may, in principle, include losses incurred before the property is acquired, although it would be for the claimant to provide evidence demonstrating that those losses were caused by the scheme;
- loss payments – (these are an additional set payment depending on the nature of the interest being acquired.). Where the property comprises business premises or an agricultural unit, the qualifying owner may be entitled to the applicable statutory loss payment under sections 33A-C of the Land Compensation Act 1973); and
- fees – the reasonable surveyor's fees incurred in preparing and negotiating a compensation settlement together with solicitor's fees for any conveyancing would normally be paid by the acquiring authority. Further details on fees are contained in HS2 Phase 2A Information Paper C9: Recovery of Costs by Property Owners.

Alternatively, if land is not acquired permanently, the following provisions apply:

- Where land is used only temporarily for the purposes of the Proposed Scheme, then compensation would be provided for under Schedule 15 of the Bill. Paragraph 4 of Schedule 15 provides for the nominated undertaker to pay compensation to the owners and occupiers of land for any loss which they may suffer by reason of the exercise in relation to the land of temporary possession powers.
- Compensation may also be payable where the construction (rather than operation) of the public works interferes with the landowner's enjoyment of or diminishes the value of their land, either permanently or temporarily, in a manner for which they could sue the Promoter had they not the immunity conferred by their statutory authority to carry out the public works.
- Compensation may also be payable to the owner with a qualifying interest for the diminution in the value of their property from physical factors arising from the operation of the works (such as noise or artificial lighting) payable 12 months after the opening of the works to public traffic.

Acquisition of alternative land

I note in your petition against the Additional Provision deposited in March 2018 you request that the Promoter obtains the land at the rear of your property as replacement for your land that would be acquired. I can advise that the land to the rear of your property would also be required by the Proposed Scheme. Where land is acquired for the construction of the Proposed Scheme and is subsequently found no longer to be required, it would be sold subject to the Crichel Down Rules (the 'Rules'), as applied by HS2 Phase 2A Information Paper C6: Disposal of Surplus Land.

The basic principle behind the Rules is that where government wishes to dispose of land to which the Rules apply, former owners would be given first opportunity to re-purchase this land at current market value, provided it has not 'materially changed' in character since acquisition. The Rules (see Ministry of Housing, Communities and Local Government Guidance on Compulsory Purchase Process and the Crichel Down Rules for the disposal of surplus land acquired by or under the threat of, compulsion) would be applied when considering the question of 'material change'.

It should also be noted the requirement to offer land back is not unqualified, but subject to limitations and exceptions, as set out in the Rules themselves. In particular, as paragraph 4.4 of HS2 Phase 2A Information Paper C6: Disposal of Surplus Land sets out, by virtue of Rule 10, 'there will be no obligation to offer land back to the former owner where the land has materially changed in character,' but the general rule is that the former owners would be given first opportunity to re-purchase the land at current market value (where the requirements are met).

Use of Hoo Mill Lane for access for utilities work

Under the Additional Provision deposited in March 2018, part of the privately-owned access to your property and to the moorings on Hoo Mill Lane would be required for utility diversions. The land would be required for up to six months to carry out the diversions and thereafter occasional access for maintenance would be required from time to time.

At this stage of the design, the extent of the utility works and associated access down Hoo Mill Lane is not fully defined; this would come at a later stage of design. However, recognising the Petitioner's concern about access down Hoo Mill Lane, the Secretary of State is willing to offer the following assurance:

"1. The Promoter will require the nominated undertaker in constructing the utility diversion in the Hoo Mill Lane area to use reasonable endeavours to maintain access to the Property at all times.

In this assurance "the Property" means Lock Cottage, Hoo Mill Lane, Great Haywood, Staffordshire ST18 0RG and/or Engineering and Canal Services of Great Haywood Ltd, The Workshops, Hoo Mill Lane, Great Haywood, ST18 0RG."

If accepted, the assurance 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 Assurances¹.

I hope that the information set out above in relation to the issues raised in your petition to the House of Commons gives you the comfort required in order to withdraw your petition.

Petitions may be withdrawn by sending an email or letter to the Private Bill Office of the House of Commons informing the Clerk to the Select Committee that you wish to withdraw your petition².

¹ A copy can be found at <https://www.gov.uk/government/publications/understanding-the-hybrid-bill-hs2-phase-2a-information-papers>

² Contact details can be found on the Select Committee website at <http://www.parliament.uk/business/committees/committees-a-z/commons-select/high-speed-rail-west-midlands-crewe-bill-select-committee-commons/contact-us-17-19/>

If you have any queries please don't hesitate to contact Chris Weatherburn, Petition Advisor, on 07780 224 232 and Chris.Weatherburn@hs2.org.uk.

Yours sincerely

A handwritten signature in black ink, appearing to read 'O Bayne', with a stylized flourish at the end.

Oliver Bayne

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

High Speed Two (HS2) Limited

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Sharon and Martin Mawby

by email to Info@bridge76emporium.co.uk

13 November 2018

Dear Sharon and Martin

**HIGH SPEED RAIL (WEST MIDLANDS – CREWE) BILL – HOUSE OF COMMONS SELECT COMMITTEE:
PETITION P2A-000192 and AP1-00028 – ENGINEERING AND CANAL SERVICES OF GREAT HAYWOOD**

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 you have a number of concerns about the impact of Phase 2A of HS2 (known as 'the Proposed Scheme') and have submitted a petition on that basis against the Bill in the House of Commons.

You will know that the House of Commons High Speed Rail (West Midlands – Crewe) Bill Select Committee ('the Select Committee') published their Second Special Report of Session 2017-19¹ ('the report') on 23 May. The Promoter has today published its response² to the report.

In paragraph 42 of the report the Select Committee said:

"Mrs Mawbey lives beside the Trent and Mersey Canal and has a boat building and narrow boat hiring business. She also has a shop and café, produces pottery and has alpacas. The scheme proposes a compound next to her property. We direct HS2 to ensure that contractor accommodation at that compound should be no higher than two site huts."

As a result, I am writing to you, on behalf of the Secretary of State for Transport, to offer you the following assurance:

"The Promoter will require the nominated undertaker in the exercise of the powers of the Bill to limit the external elevation of the building or buildings comprising the Trent South Embankment Temporary Worker Accommodation to two storeys.

In this assurance:

"the Bill" means the High Speed Two (West Midlands – Crewe) Bill as enacted;

¹ A copy can be found at <https://publications.parliament.uk/pa/cm201719/cmselect/cmhs2/1452/1452.pdf>

² A copy can be found on the DfT website at <https://www.gov.uk/government/organisations/departments-for-transport>

“the nominated undertaker” means a person whose name appears in an order made under clause 41 of the Bill;

“the Petitioner” means Sharon Mawbey of Lock Cottage, Hoo Mill Lane, Great Haywood, Staffordshire, ST18 0RG;

“the Promoter” means the Secretary of State for Transport or any successor of the Secretary of State or Minister holding the Transport portfolio; and

“Trent South Embankment Temporary Worker Accommodation” means the temporary worker accommodation proposed for the Trent South embankment main compound as set out at paragraph 2.3.32 of the Colwich to Yarlet Community Area 2 report in Volume 2 of the Environmental Statement deposited with the Bill and shown on Map CT-05-212 in grid squares F1 to F3.”

The assurance 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. The assurance process is set out in the attached.

If you have any queries please don't hesitate to contact Marianne Bowtell, Petition Manager, on 020 7944 6758 and marianne.bowtell@HS2.org.uk.

Yours sincerely

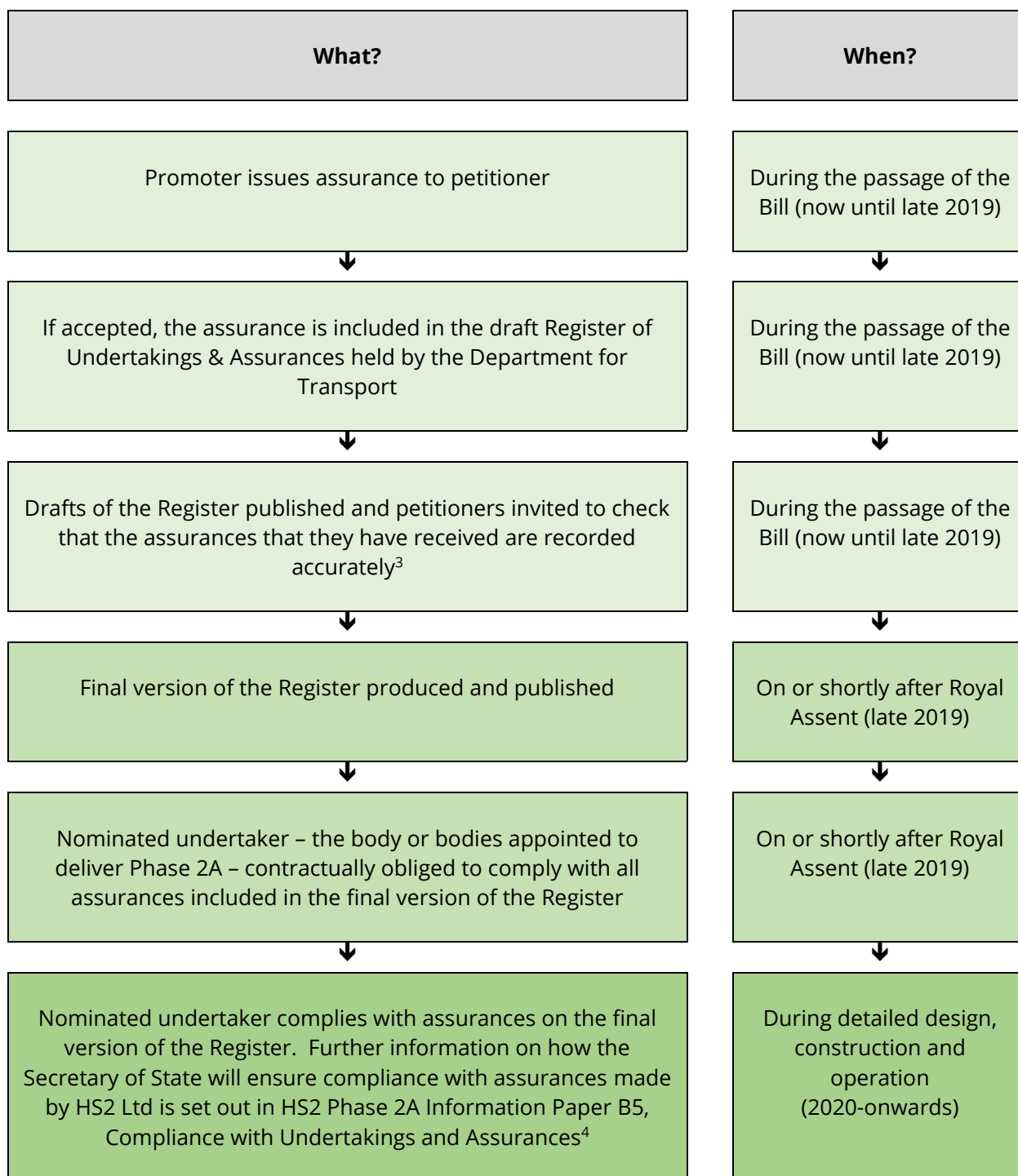


Oliver Bayne

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

HIGH SPEED RAIL (WEST MIDLANDS – CREWE) BILL

ASSURANCES: STEPS AND TIMING



³ The latest draft of the Register can be found at <https://www.gov.uk/government/publications/hs2-phase-2a-register-of-undertakings-and-assurances>

⁴ A copy can be found at <https://www.gov.uk/government/publications/understanding-the-hybrid-bill-hs2-phase-2a-information-papers>

Sharon and Martin Mawbey
Lock Cottage
Hoo Mill Lane
Great Haywood
ST18 0RG

9 September 2020

Dear Mr and Mrs Mawbey

**HIGH SPEED RAIL (WEST MIDLANDS – CREWE) BILL – HOUSE OF LORDS SELECT COMMITTEE:
PETITION HS2-HOL-034 – MR AND MRS MAWBEY**

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 you have 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 Lords.

Further to my letter of 3 September, I am writing to offer you more certainty as to the earliest date we would seek possession of your land, and on the advance payment of compensation should you sign the draft agreement we have proposed. I am, on behalf of the Secretary of State for Transport, therefore offering you the following assurances:

"In these assurances:-

"Advance Mitigation and Loss Payment Agreement" means the agreement to be entered into between the Secretary of State and the Petitioners in substantially the same terms as the agreement attached to this assurance;

"Bill" means the High Speed Rail (West Midlands-Crewe) Bill as brought into the House of Lords on 16 July 2019 and the "Bill" includes any Act of Parliament enacting that Bill;

"the nominated undertaker" refers to the body or bodies appointed by the Secretary of State to exercise the powers conferred by the Bill to construct and maintain the Proposed Scheme. The nominated undertaker may be HS2 Ltd, or it may be another body or bodies appointed to oversee the construction and operation of the Proposed Scheme;

"the Petitioners" means Sharon Jayne Mawbey and Martin John Mawbey of Lock Cottage, Hoomill Ln, Great Haywood, Stafford ST18 0RG and includes Engineering and Canal Services Limited;

"the Proposed Scheme" means Phase 2a of HS2 as defined further in the Bill; and

"the Secretary of State" means the Secretary of State for Transport.

Advance Mitigation and Loss Payment Agreement

1. Provided that the Petitioners enter into the Advance Mitigation and Loss Payment Agreement ("Agreement"), the Secretary of State confirms that the Petitioners will be paid an advance payment of compensation in accordance with the Compensation Code in respect of the Petitioners' property interests affected by the exercise of compulsory purchase powers to be conferred under the Bill within 90 days of completion of that Agreement in accordance with the terms of that Agreement.

Date of Entry

2. Once the Bill has received Royal Assent, the Secretary of State will not enter on to the Petitioners' property under section 11(1) of the Compulsory Purchase Act 1965 or section 8 of the Compulsory Purchase (Vesting Declarations) Act 1981 before December 2022 and will require that the nominated undertaker does not enter that land under the powers contained in Schedule 15 to the Bill before December 2022."

If accepted, these assurances 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. The assurance process is set out in Annex A.

If you have any further queries please don't hesitate to contact Chris Weatherburn, Petition Advisor on 07780 224 232 or Chris.Weatherburn@hs2.org.uk.

Yours sincerely

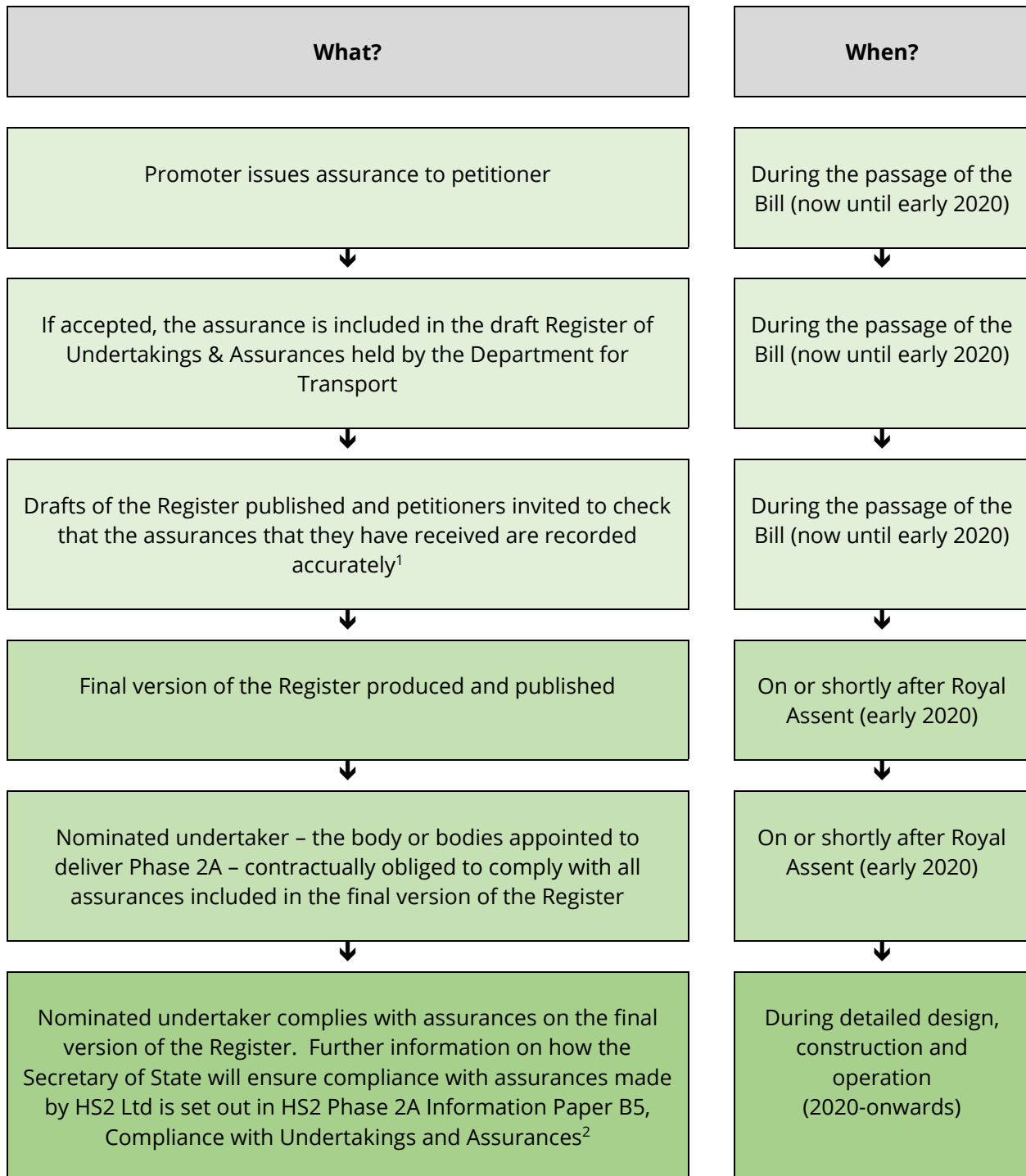


Simon Knight

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

Annex A

ASSURANCES: STEPS AND TIMING



¹ The latest draft of the Register can be found at <https://www.gov.uk/government/publications/hs2-phase-2a-register-of-undertakings-and-assurances>

² A copy can be found at <https://www.gov.uk/government/publications/understanding-the-hybrid-bill-hs2-phase-2a-information-papers>

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Dated: 2019

- (1) THE SECRETARY OF STATE FOR TRANSPORT
- (2) SHARON JAYNE MAWBEY
- (3) MARTIN JOHN MAWBEY
- (4) ENGINEERING & CANAL SERVICES LIMITED

AGREEMENT

Relating to the High Speed Rail (West Midlands – Crewe) Bill

SUBJECT TO CONTRACT

(You are advised to consult a Solicitor before signing this agreement)

THIS AGREEMENT is made on

2019

BETWEEN

- (1) The Secretary of State for Transport
- (2) Sharon Jayne Mawbey of [insert address]
- (3) Martin John Mawbey of [insert address]
- (4) Engineering and Canal Services Limited (Company Registration No. [XX] of [address]business entity]

Commented [ES1]: COMMENT FOR PETITIONERS:
Petitioners to explain how the business is structured and run – the corporate entity will need to be a party to waive its claims.

BACKGROUND

- (A) A Bill providing for a railway between a junction with Phase One of High Speed 2, near Fradley Wood in Staffordshire, and a junction with the West Coast Main Line near Crewe in Cheshire, and for connected purposes, has been introduced into Parliament and is promoted by the Promoter.
- (B) The Petitioners have submitted the Petition against the Bill.
- (C) Under clause 4 of the Bill, the Secretary of State may acquire compulsorily land within Bill Limits for the purposes of constructing and maintaining the works authorised by the Bill as enacted. Under clause 13 of, and Schedule 15 to, the Bill, a Nominated Undertaker may enter upon and take temporary possession of certain land within the Bill Limits for the purposes in connection with the works authorised by the Bill as enacted.
- (D) The Petitioners are the Owners of the Petitioners' Land which is within Bill Limits and is subject to compulsory acquisition powers for the purposes of carrying out the works authorised by the Bill as enacted.
- (E) The Parties are entering into this Agreement in order that the Petitioners may receive an advance compensation payment from the Promoter, which payment may be made prior to Royal Assent and is to enable the Petitioners to take steps to reduce the impacts of the Proposed Scheme on their land interests. This sum of money is repayable in the event that the Petitioners sell their land before it is needed by the Promoter. In this Agreement the Promoter is also agreeing to restrict the use of his compulsory acquisition powers over the Petitioners' Land and to exercise powers of temporary possession instead.

Commented [ES2]: COMMENT FOR PETITIONERS:
– please provide Land Registry office copies of the title to your land.

IT IS HEREBY AGREED AS FOLLOWS

1. DEFINITIONS

- 1.1 In this Agreement and its recitals unless the context otherwise requires the following words will have the following meanings:

"Agreed Petitioners' Works" Means the works listed in Schedule 1 to this Agreement;

"Authorised Works" means the works comprised in Work No. 17, Work No. 37, Work No. 38 and Work No. 39 as set out in Schedule 1 and authorised by the Bill as enacted, including the use of the authorised works during the construction period and the operation of the railway where the context so requires;

"the Bill" means the High Speed Rail (West Midlands – Crewe) Bill which was deposited in Parliament on 17 July 2017 as it was re-introduced into the House of Lords on 3 March 2020, and references to the 'Bill'

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	include any Act of Parliament enacting that Bill;
"Bill Limits"	means the lines shown marked on the Deposited plans and called the limits of deviation or limits of land to be acquired or used;
"Code of Construction Practice"	means the HS2 code of construction practice published as part of the Environmental Statement which was produced to accompany the Bill as amended and finalised following the Bill receiving Royal Assent;
"Compensation Claim"	means any and all claims for compensation from the Promoter or Nominated Undertaker under the Compensation Code;
"Compensation Code"	means the collective term for the legal principles relating to compensation for compulsory acquisition and deriving from Acts and Parliament and case law
"the Crichel Down Rules"	means the rules that guide how public authorities are to dispose of land previously acquired by compulsory acquisition, or land acquired under the threat of compulsory purchase;
"Deposited plans"	has the meaning given in Section 53(1) of the Bill;
"Disposition"	means any disposition (legal or equitable);
"Environmental Statement"	means the environmental statement accompanying the Bill;
"the Land"	means the land shown edged red on the Plan;
"the Nominated Undertaker"	means a person whose name appears in an order made under section 41(1) of the Bill and includes HS2 Ltd;
"Owner"	in relation to any land, means a person, other than a mortgagee not in possession, who is for the time being entitled to dispose of the fee simple of the land, whether in possession or in reversion;
"the Petition"	means the petition against the Bill with reference HS2-HOL-034-1;
"Petitioners"	means Sharon Jayne Mawbey and Martin John Mawbey or either of them and includes Engineering and Canal Services Limited;
"Petitioners' Land"	means the those parcels of land within the Borough of Stafford numbered 213 and AP2-59 on Replacement Sheet No. 1-24 of the plans deposited with the Bill and Additional Provision 2;
"the Petitioners' Works Payments"	means the payments identified in Schedule 1;
"Phase 2a purposes"	has the meaning given in section 59 of the Bill;
"the Plan"	means the site location plan attached to this Agreement at Appendix 1;
"the Promoter"	means the Secretary of State for Transport or any successor Secretary of State or Minister holding the Transport portfolio and

includes so far as relevant any Nominated Undertaker exercising the powers or functions under the Bill by virtue of an order under clause 41 of the Bill and any transferee within the meaning of clause 12 of this Agreement;

"Proposed Scheme" means Phase 2A of HS2 as more particularly described in the Bill;

"Royal Assent" means the date upon which the Bill is enacted; and

"Temporary Possession Land" means that part of the Petitioners' Land actually occupied by the Promoter or Nominated Undertaker in exercise of the powers in Schedule 15 to the Bill;

- 1.2 Words importing the singular include the plural and vice versa.
- 1.3 Words importing persons include firms companies and corporations and vice versa.
- 1.4 Any reference to any statute (whether or not specifically named) shall include any statutory modification or re-enactment of it for the time being in force and any order instrument plan regulation permission and direction made or issued under it or under any statute replaced by it or deriving validity from it.
- 1.5 Where any obligation is undertaken by two or more persons jointly those persons shall be jointly and severally liable in respect of that obligation.
- 1.6 Any obligation on any Party not to do or omit to do anything shall be deemed to include an obligation not to allow that thing to be done or omitted to be done by any person under its control.
- 1.7 The headings to the clauses and schedules are for ease of reference only and shall not affect the construction or meaning of this Agreement.
- 1.8 Any notice, consent, approval, authorisation or notice required or given under this Agreement shall only take effect if given in writing, and shall refer to this Agreement and the relevant provision it is given pursuant to.
- 1.9 References in this Agreement to sections and provisions of, and works authorised by, the Bill are taken from the Bill.
- 1.10 Any reference in this Agreement to a "Party" or "Parties" is a reference to the parties who are signatories to this Agreement, or their successors in title and commitments made in this Agreement shall be binding on those successors.

2. **WITHDRAWAL OF PETITION**

- 2.1 In consideration of the terms of this Agreement the Petitioners shall:
- 2.1.1 withdraw the Petition within 3 working days of the date of this Agreement; and
- 2.1.2 from the date of this Agreement, refrain from all further opposition to the Bill.
- 2.2 In consideration of the terms of this Agreement the Petitioners agree that the assurances offered to the Petitioners by letter dated [insert date] and with references [insert references] may be removed from the published Phase 2a Register of Undertakings and Assurances.

3. **TEMPORARY POSSESSION**

- 3.1 Subject to the Petitioners being in compliance with their obligations in this Agreement and the terms of clauses 3.2 and 3.3, the Promoter will not exercise the powers of outright acquisition conferred by the Bill in relation to the Petitioners' Land (other than with the consent of the Petitioners) but instead, the Nominated Undertaker may exercise the powers of Schedule 15 to the Bill to enter and take temporary possession of the Petitioners' Land and the Promoter will not exercise those powers to enter the Petitioners' Land before December 2022.
- 3.2 The Petitioners agree that compensation payable under Schedule 15 to the Bill shall not exceed the overall cost to the Promoter of acquiring the Petitioners' Land under the compulsory purchase powers in the Bill when enacted and paying compensation under the Compensation Code and disposing of the land under the Crichel Down Rules once the construction and use of the authorised works are complete.
- 3.3 In the event that the Petitioners makes a Disposition of the Petitioners' Land or any part of it before the Promoter or Nominated Undertaker has either permanently acquired the Petitioners' Land (or that part) for Phase 2a Purposes or taken possession of the Petitioners' Land (or that part) pursuant to Schedule 15, then clause 3.1 shall cease to have effect and the Secretary of State shall be entitled to exercise the powers of compulsory acquisition conferred by the Bill.

4. **ADVANCE PAYMENTS FOR PETITIONERS' WORKS**

- 4.1 The Secretary of State is willing to pay the mitigation costs in Schedule 1 and up to 90% of the Nominated Undertaker's estimate of the compensation for future business losses in Schedule 2 payable to the Petitioners for the temporary use of the Petitioners' Land pursuant to Schedule 15 of the Bill, and subject to the qualification in clause 3.2 of this Agreement, to enable the Petitioners to carry out the works described in Table 1 to Schedule 1 of this Agreement and to cover the estimated loss of mooring and camping income as described in Schedule 2 to this Agreement.
- 4.2 The payment referred to in clause 4.1 is to be made no later than 90 days following the date of this Agreement.
- 4.3 Clauses 4.1 and 4.2 are subject to the Petitioners agreeing to accept a charge over the Petitioners' Land and the Petitioners' property at [insert address of property] for the amount of the said advance payment and the amount of advance payment will be reduced to reflect the amount of any loan already secured against the said land and property.
- 4.4 Once the Bill has received Royal Assent, the Promoter will provide the Petitioners with not less than three months' notice of entry on the Petitioners' land under section 11(1) of the Compulsory Purchase Act 1965 or section 8 of the Compulsory Purchase (Vesting Declarations) Act 1981
- 4.5 In the event that the parties are in dispute as to the amount of the advance payment referred to in clause 4.1, either party may refer the dispute to such method of alternative dispute resolution as the parties may agree, for determination by an independent assessor of what figure represents a reasonable estimate of 90% of the compensation payable to the Petitioners under Schedule 15 of the Bill as qualified by clause 3.2 of this Agreement and, in the event that the independent assessor determines in writing that there has been an underpayment, the Nominated Undertaker will make a payment equivalent to that underpayment to the Petitioners within 28 days of that determination. Such referral shall not need to wait for the expiry of the said three months' notice referred to in clause 4.4 or for Royal Assent.

5. **SAVING FOR COMPENSATION**

- 5.1 Nothing in this Agreement shall prejudice or affect the right of the Petitioners to compensation under the Bill or any enactment applied by or incorporated in the Bill

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arising in consequence of the exercise of any powers conferred by the Bill except that the Petitioners will not be entitled to be compensated in respect of a matter under the Bill or any such enactments if they are entitled to compensation, including any advance compensation payment under this Agreement, in respect of that matter.

- 5.2 For the avoidance of doubt, the effect of clause 5.1 is that the Petitioners shall be entitled to compensation under the Bill only to the extent that their entitlement to such compensation exceeds the advance payment made in accordance with Schedule 2 of this Agreement as qualified by clause 3.2 of this Agreement.
- 5.3 In the event that the payment made for works included within Schedule 1 of this Agreement is not applied by the Petitioner to the agreed mitigation works in Schedule 1, it is agreed that any such payment shall be set off against any future claim for compensation by the Petitioner in respect of the Petitioners' property interests affected by the exercise of compulsory purchase powers to be conferred under the Bill..
- 5.4 In the event that:
- 5.4.1 the Petitioners make a Disposition of the Petitioners' Land or any part of it before the Promoter or Nominated Undertaker has either permanently acquired the Petitioners' Land (or that part) for Phase 2a Purposes or given up possession of the Petitioners' Land (or that part) pursuant to Schedule 15, then the Petitioners agree that a sum equal to the total of the advance compensation paid to the Petitioners, including any additional payment in accordance with clause 4.5, shall be immediately due to the Promoter (pro-rated by area if only part of the Petitioners' Land is the subject of the Disposition);
- 5.4.2 the Promoter gives notice in writing to the Petitioners that he will not exercise the powers of the Bill in relation to the Petitioners' Land, then the Petitioners agree that
- (a) so much of the advance compensation, including any additional payment in accordance with clause 4.5, that relates to the loss of mooring income and loss of camping income as described in Schedule 2 shall be immediately due to the Promoter; and
- (b) all monies received from the Promoter in respect of the works listed in Schedule 1 shall be immediately due to the Promoter save as has already been spent on carrying out those works.

6. **VALUE ADDED TAX [position TBC]**

- 6.1 Any payment made under this Agreement is exclusive of any VAT chargeable on that payment save where otherwise expressly indicated.
- 6.2 An obligation under this Agreement to pay money includes an obligation to pay any VAT chargeable on that payment. When a taxable supply is made for the purposes of VAT under this Agreement, a valid VAT invoice is to be issued in respect of that supply.

7. **PETITIONERS OBLIGATION TO MITIGATE LOSS**

- 7.1 Without prejudice to any statutory obligation or rule of law, the Petitioners will take reasonable steps to mitigate any loss in seeking to pursue a claim for compensation under this Agreement.

8. **CONSTRUCTION OBLIGATIONS**

- 8.1 During the detailed design of the Authorised Works, the Promoter will seek to reduce so far as reasonably practicable the amount of the Petitioners' Land to be required temporarily for the purposes of the Authorised Works.

Commented [ES3]: PETITIONERS to provide details of their VAT position.

8.2 Prior to the commencement of the construction of the Authorised Works, the Promoter and its contractors will liaise properly and meaningfully with the Petitioners in accordance with the arrangements set out in the Code of Construction Practice to put in place suitable dust management and mitigation measures during the construction of the Authorised Works.

9. **CONFIDENTIALITY**

9.1 The Parties agree and acknowledge that the terms of this Agreement are confidential and the Parties will not disclose them without the prior written consent of the other Party.

9.2 Each Party undertakes that it shall not at any time disclose to any person any confidential information concerning the activities, business or affairs of the other Party except as permitted below.

9.3 Each Party may disclose the other Party's confidential information:

9.3.1 to its employees, contractors (of any tier), agents, tenderers, officers, or advisers who need to know such information for the purposes of carrying out its obligations under this Agreement. Each Party shall ensure that its employees, contractors (of any tier), agents, tenderers, officers, or advisers to whom it discloses the other Party's confidential information comply with this clause 7; and

9.3.2 as may be required by law, court order or any Parliamentary, governmental or regulatory authority.

9.4 No Party shall use any other Party's confidential information for any purpose other than to perform its obligations under this Agreement.

10. **ASSIGNMENT**

10.1 The Petitioners shall not transfer, assign or otherwise part with the benefit of this Agreement in whole or part without the prior written consent of the Promoter.

11. **NOMINATED UNDERTAKER**

11.1 In the event that any person other than the Promoter is appointed as the Nominated Undertaker for the purpose of the provisions of the Bill to which this Agreement relates and the provisions of this Agreement are not otherwise made directly enforceable against any such person ("the **Transferee**") the Promoter covenants that he will require the Transferee to enter into direct covenants in favour of the Petitioner that the Transferee will observe and perform such obligations of the Nominated Undertaker or the Promoter as the case may be as relate to the exercise of the powers which have been transferred as though the Transferee had been an original party to this Agreement.

11.2 Upon the Transferee entering into such a deed of covenant the Promoter will be released from the liability to observe and perform such obligations and restrictions under this Agreement as relate to the exercise of the powers that are exercised by the Transferee and the Transferee will be bound by and may enforce the terms of this Agreement as though it had been an original party to this Agreement.

12. **RIGHTS OF THIRD PARTIES ACT 1999**

12.1 Only the Parties to this Agreement may enforce the terms of this Agreement and no other third party may enforce any such term by virtue of the Contracts (Rights of Third Parties) Act 1999.

13. **DISPUTES**

13.1 Any dispute or difference arising between the Parties hereto as to their respective rights duties and obligations under this agreement or as to any matters arising out of or in

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connection with the subject matter of this Agreement (other than or a dispute or difference as to the level of the advance payment which shall be dealt with in accordance with clause 4 or a dispute or difference as to compensation, which is referable to the Upper Tribunal) shall be referred to and determined by an independent person acting as an expert who has been professionally qualified for not less than 10 years and who is also a specialist in relation to such subject matter, such independent person to be agreed between the Parties hereto or failing such agreement to be nominated by the President or Vice-President or other duly authorised officer of the Royal Institution of Chartered Surveyors on the application of either Party (after having given written notice to the other).

- 13.2 Any dispute or difference arising between the Parties as to the meaning or construction of this Agreement or as to any matters arising out of or in connection with the subject matter of this Agreement not accounted for in clause 13.4 above and not in connection with any dispute or difference as to the level of Compensation Payments shall be referred to and determined by an independent solicitor or barrister of at least 10 years standing acting as an expert and who is experienced in drafting negotiating and advising upon agreements similar to this Agreement, such independent person to be agreed between the Parties hereto or failing such agreement to be nominated by the President or the Vice-President or other duly authorised Officer of the Law Society or the Bar Council (as the case may be) on the application of either Party (after having given written notice to the other).
- 13.3 Any expert appointed under clause 13.4. or 13.5 will afford each of the parties an opportunity to make written representations to him or her and also an opportunity to make written counter-representations on any representations made to him or her by the other Party, but will not be in any way limited or fettered by such representations and counter-representations and will be entitled to rely on his or her own judgement and opinion.
- 13.4 If any expert appointed under clause 13.4 or 13.5 dies, or refuses to act or becomes incapable of acting or if he or she fails to publish his or her determination within three months of the date upon which he or she accepted the appointment either Party may apply to the President or Vice-President or other duly authorised officer of the Law Society or the Bar Council (as the case may be) or the President or Vice-President or other duly authorised officer of the Royal Institution of Chartered Surveyors to discharge such expert and appoint another in his or her place.
- 13.5 Notwithstanding any other provision of this Agreement, the cost of the Parties in connection with any expert determination under this clause 13 shall be borne as such expert shall direct.

14. **ENTIRE AGREEMENT**

- 14.1 This Agreement constitutes the entire agreement between the Parties in relation to its subject matter and supersedes any prior agreements and understandings whether oral or written with respect to its subject matter.
- 14.2 No variation of this Agreement shall be effective unless it is reduced to writing and is signed by or on behalf of a duly authorised representative of each of the Parties.

15. **SEVERABILITY**

- 15.1 The invalidity or unenforceability of this Agreement in respect of part of the Petitioners' Land will not affect the validity or enforceability of this Agreement in respect of the remainder of the Petitioners' Land.

16. **JURISDICTION**

- 16.1 This Agreement shall be governed by and construed in accordance with the law of England.

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17. **SERVICE OF NOTICES**

17.1 Any notice served under or in relation to this Agreement shall be in writing and shall refer to the relevant provision of this Agreement and shall be given, served or supplied by addressing or supplying it to the Promoter or the Petitioners as the case may be and by sending it by:

17.1.1 courier service or recorded delivery to the address of the Promoter or the Petitioners to such other addresses as the Promoter or Petitioners may from time to time designate by written notice to the others; or

17.1.2 where agreed by the parties by email to such email addresses as the Promoter or the Petitioners may from time to time designate by written notice to the others.

THE CORPORATE SEAL of THE)
SECRETARY OF STATE)
hereunto affixed to this Deed:)
is authenticated by:

Authorised by the Secretary of State for Transport

Signed as a deed by)
SHARON JAYNE MAWBEY)
In the presence of)

Witness Signature:

Witness Name:

Witness Address:

Signed as a deed by)
MARTIN JOHN MAWBEY)
In the presence of)

Witness Signature:

Witness Name:

Witness Address:

Executed as a deed by
ENGINEERING & CANAL SERVICES LIMITED

Director

Director/Secretary

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SCHEDULE 1

PETITIONERS MITIGATION WORKS Table 1

	Agreed Works	Payment Amount
	Possession and use of paddock/land at [REDACTED] per annum (Net Present Value ("NPV"))	[REDACTED]
1.1	Fencing and gate to create a secure field area for alpacas within the Petitioner's Property.	[REDACTED]
1.2	To build and obtain all necessary consents for a field shelter	[REDACTED]
1.3	Polytunnel, including - New Polytunnel - Dismantling and making good the old Polytunnel - Dispose of and Transfer Plants - Allowance for new Plants	[REDACTED]
1.4	Build car park and pathways in top field	[REDACTED]
1.5	Reconfigure moorings along canal banks, to include - Removing moorings infrastructure in the South Moorings - Provisions of additional mooring infrastructure in the North Moorings - General tidy-up	[REDACTED]

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SCHEDULE 2

ESTIMATED LOSSES DURING THE PERIOD OF TEMPORARY POSSESSION

The petitioner's estimated losses under Schedule 15 have been assessed in advance by the Promoter based upon available information at a sum of [REDACTED].

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APPENDIX 1

The Petitioners' Land [to be included]

DRAFT

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From: Chris Weatherburn
Sent: 10 September 2020 11:28
To: [REDACTED]
Subject: Response to queries from 8.9.20

Dear Sharon and Martin,

I appreciate the time taken on the 8th September 2020 to discuss the remaining issues around your petition against the Bill in the House of Lords. I hope you found the telephone call useful, and that we were able to resolve any remaining issues before your appearance before the Select Committee on the 16th September.

You raised a query regarding what the agreement allowed for, should you sell your property on the open market (to a party other than us) prior to us leaving the site. As you know, the agreement assumes that we will be in temporary occupation of part of your land until 2026. The dates of occupation are material in understanding the consequences of a sale for the following reasons.

As we have explained, the advanced payment we have proposed is comprised of two distinct elements. Firstly, we have made an assessment, following ongoing discussions with you, of the likely mitigation costs associated with the reconfiguration of the business in consequence of our occupation; for instance, fencing. These amounts are detailed in Schedule 1 of the revised agreement you received yesterday.

You have made it clear that you would be unable to fund these works without the benefit of compensation being paid earlier than would be allowed under statutory provisions. Because we have a responsibility to ensure that public money is spent appropriately and properly, whilst we have agreed, in recognition of your unique circumstances, to this early mitigation agreement, that agreement does come with some caveats.

If you look at clause 4.3 you will see that the payment is subject to you accepting a charge over your property. This will remain in place until we vacate the property on completion of our works.

The amount of that charge that may become repayable on sale will change dependent on when you choose to do so - the full amount will become repayable in the event that you sell before we take occupation for instance, because the losses the agreement seeks to mitigate will have never been sustained.

Secondly, the other element of the proposal is, as Paul Lidgley described, a capitalised amount to reflect the future losses you expect to experience throughout our period of occupation up to and including 2026. This is the element we believe you need to be especially mindful of because if you choose and are able to secure a purchaser prior to our vacation of the property, then there is a possibility that some of this amount may remain as a charge against your home. The principle being that if you have vacated the property then that loss is no longer being sustained by you, although the reduced level of mooring income (if it still applies) will have been reflected in the sale price you receive.

Clearly there is a conflict in us advising you on what the most appropriate course of action for you, your business and your property is, but we do believe that in the absence of professional advice it is our duty to ensure that you are fully cognisant of the risks. We have shown that we are willing to provide an early payment, given your very unique circumstances, in order to ensure you are able to invest in and reconfigure your holding. However, if you choose to sell your property whilst these works are still being undertaken, there is a chance we would seek to recoup some of the costs which have been paid in advance.

We also recognise that this conversation has a potential to be an unlevel playing field. Whilst we have no doubt of your ability to advocate on your own behalf, we do have the benefit of lawyers and surveyors like Paul Lingley to advise us. It is important for you to understand that the agreement provides for a dispute resolution process, which

is there to ensure that should we disagree over the quantum of costs incurred, there is a mechanism by which you can seek recourse.

We continue to believe that the best protection you may have, though, is appropriate professional advice. These are complex matters and having someone available to ensure you keep accurate records of the works you undertake and the losses you sustain will help protect both parties from needing to make use of any dispute clause, and reach full and final settlement of your claim as quickly as possible.

We have previously advised that you seek professional advice throughout our engagement with you. Our understanding is that to date you have not sought such advice.

During our telephone conversation, we reemphasised to you that you are entitled to appoint an agent to represent you and that we will meet the reasonable costs of this adviser. When we spoke earlier this week, when pressed you expressed that your reticence about doing so was that professionals would not understand and respect your lifestyle and business and therefore not be able to represent your interests as well as you. We understand that there may be a cultural mistrust of advice which does not align with your values, however, not all surveyors for instance would display the behaviours of which you are so nervous. It is imperative you have an adviser who can help you structure your finances and compensation claim in such a way that can minimise conflict and the need for resolution in the future.

Our recommended course of action is that you contact the RICS for a list of suitably qualified surveyors with experience of compulsory purchase and interview potential advisers. We know that this is a difficult prospect to face, but meeting qualified compulsory purchase advisers, even over the phone, might help disabuse you of the idea that none of them are able to represent you as you would like, whilst respecting your chosen lifestyle.

As part of our conversation we discussed timescales and certainty, and we were pleased to offer you an assurance on the 9th September which covered the earliest date we would look to take the land in question temporarily, and when the funds within the agreement would be paid to you.

You said in our last conversation that you received a letter in 2016 which informed you of safeguarding, and which you interpreted as an instruction to do nothing to your property, including advancing with plans for a campsite, amongst other things.

I found this particularly concerning as it is the first time that it has been raised with me. Previously we had discussions that you were not in a financial position to affect the changes you wished to your businesses and property, and that you believed this was because of the uncertainty caused by HS2.

I have contacted those responsible for issuing safeguarding letters and cannot find a record of one from 2016 issued to you. As I said on the phone, it is not practice for us to recommend that course of action. If you can find the letter, I would appreciate sight of a copy so that I can investigate the matter further.

Finally, you raised extra payments you believe should be included for mitigation purposes that were not included within the agreement. These specifically were for items such as a barn, and a vehicle for moving hay from one field to another.

As Maya suggested on the phone, clause 7.1 of the Agreement states:

“Without prejudice to any statutory obligation or rule of law, the Petitioners will take reasonable steps to mitigate any loss in seeking to pursue a claim for compensation under this Agreement.”

As we explained on the phone, we are only able to ask the Secretary of State to compensate for losses sustained as a direct result of the scheme. The measures that we have put in place in order to mitigate against the impact on your business, alongside the advance compensation which has been included within the agreement have been assessed by Paul Lidgley based on the evidence provided to him.

It is within your rights to ask us to investigate any evidence of loss incurred as a result of the scheme. However, much like the bakery which formed one of your previous requests, at this stage we have not received any evidence

that either the provision of a barn, or a vehicle to transport hay, are responsible uses of public funds. Should you appoint an adviser, this may be the type of help they might be able to give you.

As part of this, you also raised the issue of the campsite which you feel we had not appropriately considered and have provided evidence of your intention to use the land as a campsite. Whilst we do not doubt that it was your intention, we have not so far seen enough evidence to be able to offer more than what is provided for within the agreement. As you know, we have included a figure within the agreement which reflects the value of land consented for use as a campsite- we have not however calculated the loss of income, as we have done in respect to the moorings, as the moorings currently exist, while the camping income does not.

The proposal for an advanced payment was never intended to be a full and final settlement, however as of today we have not received enough evidence to include those items within the agreement offered. As part of our continuing engagement with you, some of the items which you have referred to could be considered as part of that full and final settlement, should the evidence for them be provided. This is, again, another reason we believe an adviser would be of use to you in those ongoing conversations.

I hope that this email provides some clarity over your remaining concerns, and I would be happy to discuss things further by phone if this is something that appeals to you.

Yours sincerely,

Chris Weatherburn | Petition Advisor | HS2 Ltd

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