

Gentet, Matthias

From: Town Planning <town.planning@hs2.org.uk>
Sent: 27 July 2017 16:51
To: Planning
Subject: FW: Consultee letter for PlanningApplication Application: 2017/3847/P
Attachments: RE: Consultee letter for Planning Application: 2016/6418/P - Morrisons Supermarket and Petrol Filling Station, Chalk Farm Road, NW1 8AA; HS2 Act plan - Morrisons site Camden.pdf; WM Morrison and Safeway Stores - Undertaking - 20032017.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Deal with THIS

Please see below and attached.

James Fox | Safeguarding Planning Manager | HS2 Ltd
Tel: 020 7944 0188 | 07881 802995 | James.Fox@hs2.org.uk | Facebook | Twitter | LinkedIn
High Speed Two (HS2) Limited, 19th Floor, One Canada Square, Canary Wharf, London E14 5AB | www.hs2.gov.uk/hs2

-----Original Message-----

From: Town Planning
Sent: 27 July 2017 16:20
To: Sexton, Gavin <gavin.sexton@camden.gov.uk>
Subject: RE: Consultee letter for PlanningApplication Application: 2017/3847/P

OUR REF: HS2-LBC-SC-015

Dear Gavin,

Thank you for consulting HS2 Ltd on the above matter we have the following comments to make.

Firstly, you will recall previous comments from HS2 Ltd in December 2016 in response to an EIA Scoping Opinion consultation for this site, which remain material to the current proposals and are attached for ease of reference.

Since those comments were made the enacting HS2 Bill received Royal Assent on 23rd February 2017 and with reference to the attached plan for relevant plot numbers/areas, the HS2 Phase One Act reserved the following powers over land subject to this application:

Plot 368 (LB Camden) Full powers of acquisition under Section 4 of the Act
Plot 369 (LB Camden) Full powers of acquisition to carry out diversion or installation of, or works to, utilities apparatus.
Plot 370 (LB Camden) Sch 12 powers to acquire rights in the Highway
Plot 371 (LB Camden) Full powers of acquisition under Section 4 of the Act
Plot 1062 (LB Camden) Sch 12 powers as above
Plot 1064 (LB Camden) Sch 12 Powers as above

Plot AP3-23 (LB Camden) Sch 8 powers to acquire rights in land for the "provision of access for construction"

Since the scoping opinion consultation response was made, the attached undertaking was also completed with the developer and with reference to that document you can see this also serves to curtail HS2 Ltd's rights of access to the plots mentioned above (see Clause 2).

Helpfully the developer has acknowledged HS2 Ltd's previous advice regarding construction access, lorry routing and utilities interface in their planning statement and would welcome further liaison with us on these matters as details become clearer. The Council have also stated that there must be joined up thinking in this area due to overlapping construction programmes.

According to the developer's Construction Management Plan it is stated that: "We are aware of the HS2 Compound which will share access via Juniper Crescent but this is not a major construction access and understand that construction vehicles using this access will be limited, but we will ensure that full co-ordination is regularly undertaken." The CMP also includes an outline programme, which subject to obtaining planning consent shows construction commencing early 2019 with completion scheduled for the end of 2024.

Following a further round of internal assessment by HS2 Ltd's construction team it is clear that the respective schemes need to mature further in order to understand the detailed utilities works, traffic management and construction/logistics interfaces. As the level of intelligence improves then decisions can be made as to precisely what rights can be used to secure HS2 Ltd's ability to comply with the Act in this area, subject to the limitations on powers set out above. The developer will have to coordinate with HS2 appointed contractors in relation to logistics and programme (e.g. if the development will give rise to many, frequent or oversized construction deliveries etc), and in the event the Council is minded to grant planning permission the following planning conditions and informative should be attached to any consent in order to protect the delivery of HS2:

Conditions:

1. None of the development hereby permitted shall be commenced until detailed design and construction method statements have been submitted to and approved in writing by the Local Planning Authority in liaison with HS2 Ltd.
2. The design and method statement/s to be submitted under the above condition, shall include arrangements to secure that, during any period when concurrent construction is taking place of both the development hereby permitted and of the HS2 works, the construction of the HS2 works are not impeded. The scheme hereby approved shall not be implemented other than in accordance with the approved details, unless otherwise agreed in writing by the Local Planning Authority in liaison with HS2 Ltd.

Reasons: To safeguard the HS2 programme and to protect HS2 assets.

Informative:

The applicant is advised that the application site falls within land that may be required to construct and/or operate Phase One of a high speed rail line between London and the West Midlands, known as High Speed Two. Powers to construct and operate High Speed Two were secured on 23rd February 2017 when Royal Assent was granted for Phase One of HS2. As a result the application site, or part of it, may be compulsorily purchased. More information can be found at: <https://www.gov.uk/government/collections/high-speed-rail-london-west-midlands-bill>.

In addition to the above planning conditions, in order to secure that HS2 Ltd has adequate control and influence in respect of the design and progress of the application, HS2 will need to pursue a short separate legal agreement with the developer that would provide HS2 Ltd with a means of directly enforcing the obligations. Such an agreement would need to provide for a chain of covenants, and associated restriction

on the title to the application land, in the event the land was sold. Upon receiving contact details for the developer's property and legal advisors the HS2 Ltd Legal and Property Acquisition teams can be engaged to take matters forward.

Please note that if the local planning authority is minded to approve the application without the above conditions, (or similarly worded alternatives), and legal agreement in place contrary to the advice of HS2 Ltd then the application should, in accordance with paragraph 6 of the Safeguarding Directions issued on 16th August 2016, be sent together with the material specified in paragraph 7 of the Safeguarding Directions, by first class post to:

High Speed Rail Property Team
Department for Transport
Great Minster House
33 Horseferry Road
London
SW1P 4DR

Or by email to: highspeedrail@dft.gsi.gov.uk.

I would be grateful if a copy of the decision notice can be provided for our records in due course and if you have any queries in relation to the above comments do not hesitate to contact me.

Yours sincerely,

James Fox | Safeguarding Planning Manager | HS2 Ltd
Tel: 020 7944 0188 | 07881 802995 | James.Fox@hs2.org.uk | Facebook | Twitter | LinkedIn High Speed Two (HS2) Limited, 19th Floor, One Canada Square, Canary Wharf, London E14 5AB | www.hs2.gov.uk/hs2

-----Original Message-----

From: Sexton, Gavin [<mailto:gavin.sexton@camden.gov.uk>]
Sent: 07 July 2017 15:11
To: Town Planning <town.planning@hs2.org.uk>
Subject: Consultee letter for PlanningApplication Application: 2017/3847/P

Please find attached Consultee letter for PlanningApplication application 2017/3847/P

Y453532

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Gentet, Matthias

From: Town Planning <town.planning@hs2.org.uk>
Sent: 13 December 2016 15:49
To: Sexton, Gavin
Subject: RE: Consultee letter for Planning Application: 2016/6418/P - Morrisons Supermarket and Petrol Filling Station, Chalk Farm Road, NW1 8AA
Attachments: HS2 Utility Plan.pdf

OUR REF: HS2-LBC-PE-015

Dear Gavin,

Thank you for consulting HS2 Ltd on the above matter we have the following comments to make.

I can confirm the site access is located entirely within HS2 Phase One safeguarding limits, Limits of Deviation and Limits of Land to be Acquired of Used and since this major mixed use development will involve significant sub-surface works the Council and developer should be aware of this interaction with the project and that HS2 delivery requirements and assets must be protected in that location.

Following assessment by colleagues within the Construction Directorate of HS2 I can also confirm the site is located off the HS2 lorry route for Juniper Crescent satellite compound and therefore HS2 Ltd would welcome sight of the developer's Traffic Management Plan when it is available to ensure that their proposed construction traffic does not conflict with HS2's.

With reference to the attached utility plan it is evident that HS2 may also need to undertake some utility protection works near the site entrance which could potentially clash with the redevelopment plans.

Finally, HS2 Ltd may also require access to a manhole that appears to be within the site. The associated works are programmed to start in May 2019 and the mitigation proposed through the Hybrid Bill indicates that the sewer should be monitored or protected, therefore a monitoring device or a liner may need to be installed within the sewer. The final mitigation will be dependent on ground settlements.

In light of the above interactions, further dialogue between HS2 Ltd and the developer will be essential to co-ordinate the respective programmes and ensure any potential impacts are avoided/minimised.

I trust this response is of assistance but should you require any further information do not hesitate to contact me.

Yours sincerely,

James Fox | Safeguarding Planning Manager | HS2 Ltd
Tel: 020 7944 0188 | 07881 802995 | James.Fox@hs2.org.uk | Facebook | Twitter | LinkedIn High Speed Two (HS2) Limited, 25th Floor, One Canada Square, Canary Wharf, London E14 5AB | <https://protect-eu.mimecast.com/s/Jb1pBsxVAICd?domain=hs2.gov.uk>

-----Original Message-----

From: Sexton, Gavin [mailto:gavin.sexton@camden.gov.uk]

Sent: 24 November 2016 08:50

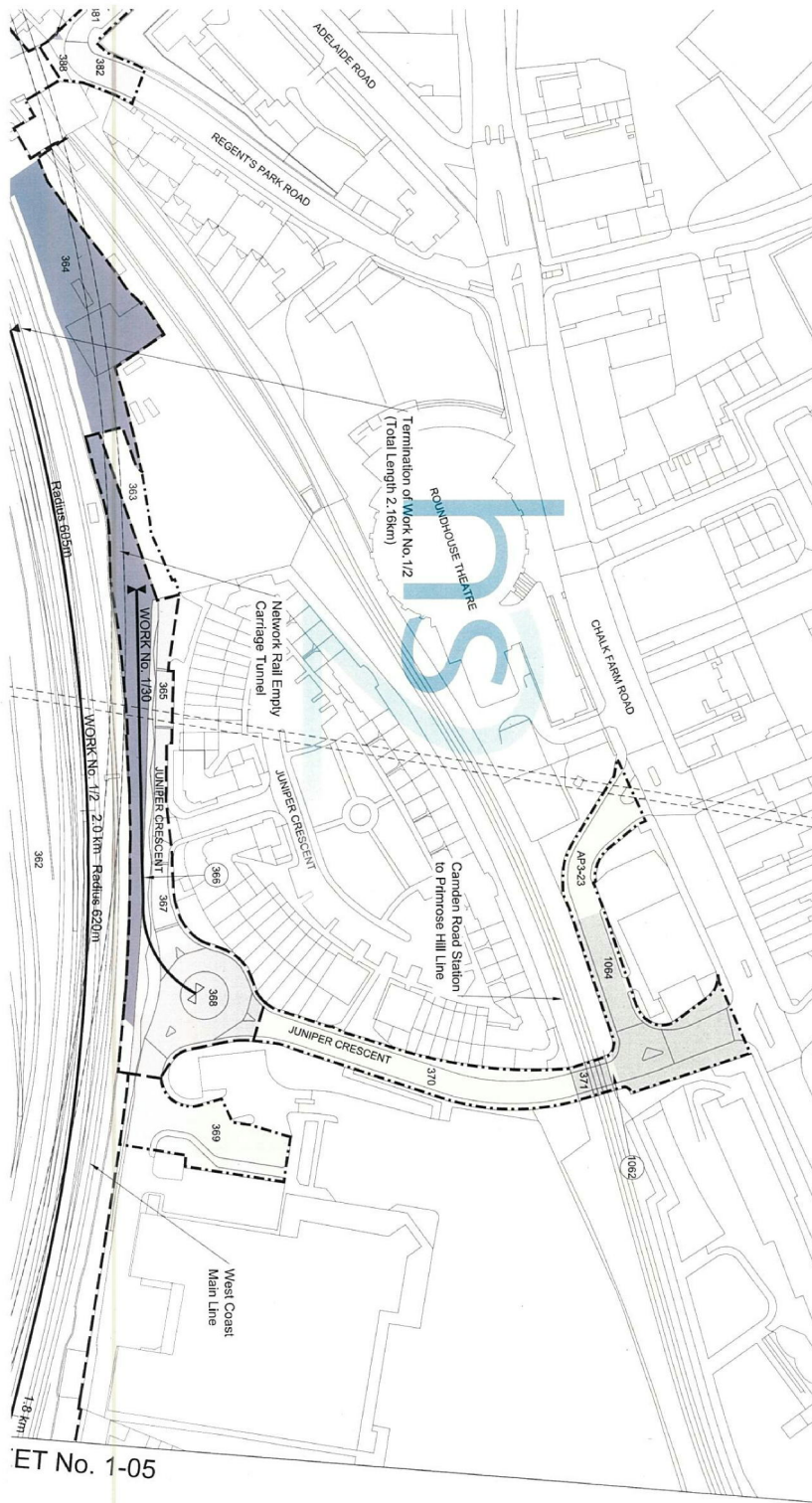
To: Town Planning <town.planning@hs2.org.uk>

Subject: Consultee letter for PlanningApplication Application: 2016/6418/P

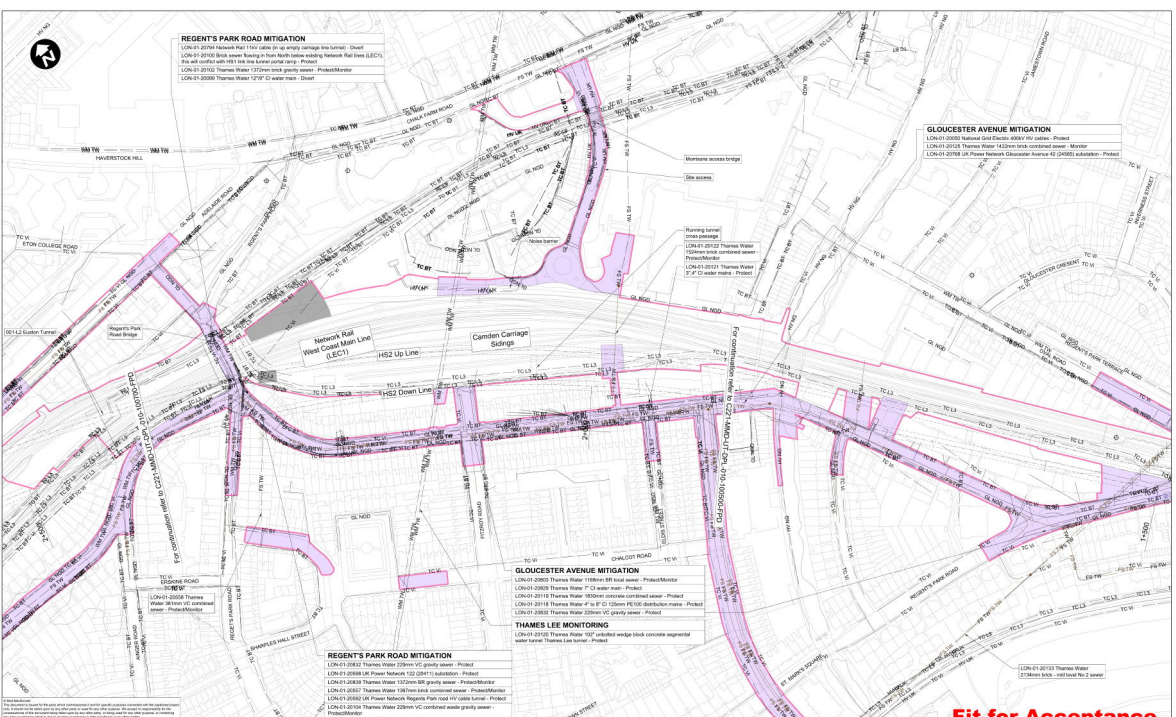
Please find attached Consultee letter for PlanningApplication application 2016/6418/P

Y446586

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ET No. 1-05



Fit for Acceptance

Legend

Proposed	Existing
Electricity HV	LV
Electricity LV	LV
Clear Water	Water
Wastewater	Water
Gas	Gas
Telecom	Telecom
Road Sewer	Road Sewer
Road Sewer	Road Sewer
Abandoned	Abandoned
Temporary	Temporary
	Maintenance Contribution Point
	Disconnection Connection Point

Legend

1 Regent's Park Road 150mm VC combined sewer - Proposed

2 Gloucester Avenue 100mm VC combined sewer - Proposed

3 Thames Lee 150mm VC combined sewer - Proposed

4 Gloucester Avenue 100mm VC combined sewer - Proposed

5 Gloucester Avenue 100mm VC combined sewer - Proposed

6 Gloucester Avenue 100mm VC combined sewer - Proposed

7 Gloucester Avenue 100mm VC combined sewer - Proposed

8 Gloucester Avenue 100mm VC combined sewer - Proposed

9 Gloucester Avenue 100mm VC combined sewer - Proposed

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31 Gloucester Avenue 100mm VC combined sewer - Proposed

32 Gloucester Avenue 100mm VC combined sewer - Proposed

33 Gloucester Avenue 100mm VC combined sewer - Proposed

34 Gloucester Avenue 100mm VC combined sewer - Proposed

35 Gloucester Avenue 100mm VC combined sewer - Proposed

36 Gloucester Avenue 100mm VC combined sewer - Proposed

37 Gloucester Avenue 100mm VC combined sewer - Proposed

38 Gloucester Avenue 100mm VC combined sewer - Proposed

39 Gloucester Avenue 100mm VC combined sewer - Proposed

40 Gloucester Avenue 100mm VC combined sewer - Proposed

Legend

Proposed	Existing
Electricity HV	LV
Electricity LV	LV
Clear Water	Water
Wastewater	Water
Gas	Gas
Telecom	Telecom
Road Sewer	Road Sewer
Road Sewer	Road Sewer
Abandoned	Abandoned
Temporary	Temporary
	Maintenance Contribution Point
	Disconnection Connection Point

Registered & Incorporated
Civil Engineers
Structural Engineers
Mechanical Engineers
Electrical Engineers
Energy Engineers
Quantity Surveyors

Drawn by: **Mark MacDonald**

Project/Client		London Metropolitan		Project/Client		London Metropolitan Area Design	
Drawing Title		FINAL PRELIMINARY DESIGN		Project/Client		ULBES	
Drawing No.		LH		Revision		A1	
Drawing Date		20/11/2015		Scale		1:1250	
Drawing No.		C221-MMD-UT-DPL-015-10000-PPD		Sheet		6 of 10	

DATED

20/2 March 2017

BETWEEN

(1) THE SECRETARY OF STATE FOR TRANSPORT

and

(2) SAFEWAY STORES LIMITED

and

(3) WM MORRISON SUPERMARKETS PLC

AGREEMENT

Relating to the High Speed Rail (London to West Midlands) Bill

THIS AGREEMENT is made on the *10th* day of *March* 2017

BETWEEN:

(1) THE SECRETARY OF STATE FOR TRANSPORT (the "Promoter");

and

(2) **SAFeway STORES LIMITED** (Registered Company Number: 00746956) whose registered address is situated at Hilmore House, Gain Lane, Bradford, West Yorkshire, BD3 7DL ("**Safeway**")

and

(3) **WM MORRISON SUPERMARKETS PLC** (Registered Company Number: 00358949) whose registered address is situated at Hilmore House, Gain Lane, Bradford, West Yorkshire, BD3 7DL ("**Morrisons**")

WHEREAS:

- (A) A Bill providing for a railway between Euston in London and a junction with the West Coast Main Line at Handsacre in Staffordshire and a spur from Water Orton in Warwickshire to Curzon Street in Birmingham; and for connected purposes (also known as HS2) was introduced in the House of Commons in November 2013 and is promoted by the Secretary of State for Transport. Subsequently, further Additional Provisions have been deposited seeking alterations to the Bill, including Additional Provision 3 ("**AP3**") which was deposited in September 2015.
- (B) Safeway is registered at the Land Registry as the freehold owner of the Property under title numbers NGL755432 and NGL703708. Morrisons operates the Store on a day-to-day basis. The following affected plots falling within these title numbers are AP3-23, 368, 369, 370 and 1064 in the London Borough of Camden.
- (C) The Bill affects Safeway and Morrisons in respect of:
- the acquisition of rights to use plots AP3-23, 1064, 368 and 370 as part of a HS2 construction traffic route to and from the Juniper Crescent Compound;
 - the temporary use of Plot 368 to carry out road improvements (Work No 1/30 pursuant to the Bill) to provide access to the Juniper Crescent Compound; and
 - the temporary use of Plot 369 for the carrying out of the Utility Protection Works.
- (D) Morrisons has petitioned against AP3 only, but for the avoidance of doubt, that AP3 petition relates to the Promoter's proposed compulsory acquisition of rights over plots AP3-23, 1064, 368, 369 and 370 pursuant to the Bill.

IN CONSIDERATION OF Morrisons withdrawing its petition against the Bill and refraining from further opposition to the Bill, but subject to clause 8 (saving in relation to Bill amendments) of this

Agreement and subject to the parties being otherwise directed by Parliament, the parties agree as follows:

1 Definitions

In this Agreement the words and expressions defined in the Bill have the same meaning and:

- 1.1 **"Authorised Works"** means the works authorised by the Bill as enacted;
- 1.2 **"Bill"** means the High Speed Rail (London to West Midlands) Bill as introduced in the House of Lords on 23 March 2016;
- 1.3 **"Juniper Crescent Compound"** means the satellite construction compound to be located within the area shown (for identification purposes only) edged blue on the Plan;
- 1.4 **"Nominated Undertaker"** means a person whose name appears in an order made under clause 44 of the Bill;
- 1.5 **"Morrisons"** means WM Morrison Supermarkets Plc;
- 1.6 **"Plan"** means the plan appended to this Agreement at the Appendix bearing drawing reference C221-MMD-HY-DPL-010-100600-AP03 RevAP03;
- 1.7 **"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 44 of the Bill;
- 1.8 **"Property"** means the whole of the land comprised in title numbers NGL755432 and NGL703708 as at the date of this agreement including any buildings for the time being erected thereon;
- 1.9 **"Relevant Works"** means works to be carried out on plots AP3-23, 1064, 368, and 370 pursuant to the Bill.
- 1.10 **"Safeway"** means Safeway Stores Limited and any successor in title in respect of the Property;
- 1.11 **"Store"** means the buildings located on the Property for the time being;
- 1.12 **"Utility Protection Works"** means works relating to the protection of utility infrastructure within Plot 369, namely the protection of an existing sewer and the possible installation of a new lining within the sewer;

2 Plots 368, 370, 1064, and AP3-23 (access road to supermarket) and Plot 369 in the London Borough of Camden

- 2.1 Provided that the Promoter is granted (including by Safeway and (so far as they may do so) by Morrisons):

- a. all such rights of access over and use of Plots 368, 370, 1064, and AP3-23 as are, in the opinion of the Promoter, reasonably necessary to enable the Promoter to access the Juniper Crescent Compound during the construction and operation of the authorised works;
- b. all such rights of access over and use of Plot 369 as are, in the opinion of the Promoter, reasonably necessary to enable the carrying out, maintenance and repair of the Utility Protection Works in connection with, and during the carrying out of, the authorised works; and
- c. all such rights of access over and use of Plot 368 as are, in the opinion of the Promoter, reasonably necessary to enable the carrying out, and any maintenance, of Work No 1/30 road improvement works;

the Promoter covenants with Safeway that the Promoter will refrain from exercising the compulsory powers sought over Plots 368, 369, 370, 1064, and AP3-23 to be conferred by the Bill and will use its reasonable endeavours to:

- 2.1.1 reduce, so far as is reasonably practicable, the duration of Work No 1/30 and the Utility Protection Works requiring access to and use of Plots 368 and 369 respectively;
- 2.1.2 in any event, during Work No 1/30 and the Utility Protection Works not to prevent a means of vehicular or pedestrian access to/from the Store for Safeway, Morrisons and their respective delivery vehicles and visitors during the Store's opening hours;
- 2.1.3 when using plots AP3-23, 1064, 368, 369 and 370 to access the Juniper Crescent Compound not to prevent a means of vehicular or pedestrian access to/from the Store for Safeway, Morrisons and their respective delivery vehicles and visitors;
- 2.1.4 throughout the duration of the Promoter exercising its rights of access pursuant to clause 2.1.3 to make good all damage it causes as soon as reasonably practicable to plots AP3-23, 1064, 368, 369 and 370 including the road, all associated kerbs, footways, drainage, signage, lighting and the roundabout using like-for-like materials; and
- 2.1.5 give notice to Safeway not less than two months before the likely commencement and completion of Work No 1/30 and the Utility Protection Works and agree arrangements for sharing access with Safeway, Morrisons and their respective visitors to ensure so far as is reasonably practicable that Work No 1/30 and the Utility Protection Works are carried out at times convenient to Safeway and Morrisons to reduce as far as reasonably practicable any impact on Morrisons' ability to operate the Store.

3 Restoration of Land

The Nominated Undertaker shall restore plots AP3-23, 368, 369, 370 and 1064 in accordance with the provisions of Paragraph 5, Part 1 of Schedule 16 to the Bill.

4 Engagement with Safeway

- 4.1 Prior to the Promoter undertaking any works on any of Plots 368, 369, 370, 1064, or AP3-23 pursuant to the Bill (as enacted) shall engage with Safeway with a view to reducing, as far as reasonably practicable, disruption to the operation of the Store and the access to the Store over those Plots as a result of the Utility Protection Works or Relevant Works.
- 4.2 The Nominated Undertaker shall deliver to Safeway no later than two (2) months prior to the commencement of the Relevant Works and Utility Protection Works a method statement and programme for those works setting out the expected duration of the works, the details of access and egress required for the works and details of any traffic management plans which may impact on the vehicular or pedestrian access to the Store and shall engage with Safeway to reduce as far as reasonably practicable the disruption to pedestrian and vehicular access to the Store.

5 Assignment

- 5.1 In the event that any person other than the Promoter is appointed the Nominated Undertaker in relation to the Bill 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 a deed of covenant in favour of Safeway and Morrisons that the Transferee shall observe and perform such of the obligations and restrictions on the Promoter under this Agreement as relate to the exercise of the powers which have been transferred to the Transferee as though the Transferee had been an original party to this Agreement.
- 5.2 Upon the Transferee entering into such a deed of covenant the Promoter shall be released from the liability to the extent of the powers transferred 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 shall be bound by and may enforce the terms of this Agreement as though it had been an original party to this Agreement.

6 Withdrawal of Petitioning Points

- 6.1 Subject to clause 8 of this Agreement Morrisons will withdraw petition number AP3: 030 and Morrisons and Safeway shall refrain from any further opposition to the Bill relating to the compulsory acquisition of rights over plots AP3-23, 1064, 368, 369, 370.

7 Saving for Compensation

- 7.1 Nothing in this Agreement shall prejudice or affect the right of Safeway or Morrisons to claim compensation in accordance with the provisions of the Bill when enacted or any enactment applied by or incorporated in the Bill arising in consequence of the exercise of any power conferred by the Bill provided that neither Safeway nor Morrisons shall be entitled to any compensation under the Bill when enacted as regards so much of any damage or claim in respect of which Safeway and Morrisons is entitled to compensation (if any) under the provisions of this Agreement.

8 Saving in Relation to Bill Amendments

- 8.1 Nothing in this Agreement shall prejudice or affect the right of either Safeway or Morrisons to object to any new or amended provisions of the Bill that relate to the subject matter of this Agreement or which may in any other way affect Safeway or Morrisons' use of the Property that may be introduced following the date of the execution of this Agreement.

9 Disputes

- 9.1 Any dispute or difference arising between the parties to this Agreement as to their respective rights duties and obligations under this Agreement or as to any matters arising out of or in connection with the subject matter of this Agreement other than any dispute or difference with regard to the meaning or construction of this Agreement or dispute or difference as to compensation which is referable to the Upper Tribunal (Lands Chamber) shall be referred to and determined by an independent person acting as an expert who has been professionally qualified for not less than ten (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 Institution of Civil Engineers on the application of any party (after having given written notice to the others).
- 9.2 Any dispute or difference arising between the parties hereto as to the meaning or construction of this Agreement shall be referred to and determined by an independent solicitor or barrister of at least ten (10) years' standing acting as an expert and who is experienced in drafting negotiations 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 on the application of either party (after having given written notice to the other).
- 9.3 Any expert appointed under clauses 9.1 and 9.2 above will afford all of the parties an opportunity to make written representations to him and also an opportunity to make written counter-representations on any representations made to him by the other parties but will not be in any way limited or fettered by such representations and counter-representations and will be entitled to rely on his own judgement and opinion.
- 9.4 If any expert appointed under clauses 9.1 and 9.2 above dies or refuses to act or becomes incapable of acting or if he fails to publish his determination within three (3) months of the date upon which he accepted the appointment any party may (after having given written notice to the others) apply to either the President or Vice-President or other duly authorised officer of the Institution of Civil Engineers or the President or the Vice-President or other duly authorised officer of the Law Society (as the case may be) to discharge such expert and appoint another in his place.
- 9.5 Notwithstanding any other provision of this Agreement the costs of the parties in connection with any expert determination under this clause shall be borne as the expert shall direct or in default of such direction in equal shares between the Promoter on the one hand and Safeway and Morrisons together on the other hand.

10 Service of notices

10.1 Any notice served under or in relation to this Agreement shall be in writing and shall:

10.1.1 state clearly that the notice relates to "HS2: Camden Store, Chalk Farm Road";
and

10.1.2 refer to the relevant provision of this Agreement;

and shall be given, served or supplied by addressing or supplying it to the other parties as the case may be, and by sending it by courier service or recorded delivery to the address of the other parties set out in clause 10.2 or to such other addresses as the other parties may from time to time designate by written notice to the others.

10.2 The addresses referred to in clause 10.1 are as follows:

(a) **Morrisons:**

For the Attention of Estates Manager, Property Department, WM Morrison Supermarkets Plc, Hilmore House, Gain Lane, Bradford, West Yorkshire, BD3 7DL.

(b) **Safeway:**

For the Attention of Estates Manager, Property Department, Safeway Stores Limited/ WM Morrison Supermarkets Plc, Hilmore House, Gain Lane, Bradford, West Yorkshire, BD3 7DL.

(c) **The Promoter:**

For the Attention of the Secretary of State for Transport
Department for Transport
Great Minister House
33 Horseferry Road
London SW1P 4DR

11 Rights of Third Parties Act 1999

Only the Promoter, Safeway and Morrisons 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.

12 Entire Agreement

12.1 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.

IN WITNESS whereof the parties hereto have executed this deed on the day and year first

**Appendix
The Plan**

