

DATED

4th July

2016

(1) THE SECRETARY OF STATE FOR TRANSPORT

(2) CANAL & RIVER TRUST

AGREEMENT

relating to the HS2 Bill

THIS Agreement is made on the

4th

day of

July

2016

BETWEEN:

- (1) THE SECRETARY OF STATE FOR TRANSPORT ('the Promoter')
- (2) CANAL & RIVER TRUST whose head office is at First Floor North, Station House, 500 Elder Gate, Milton Keynes, MK9 1BB (registered company no.7807276, registered charity no.1146792) acting in its personal capacity and as sole trustee for the Waterways Infrastructure Trust ('the Trust')

WHEREAS:

- (A) A Bill providing for a railway transport system from London to Birmingham and Handsacre Junction was introduced into the Houses of Parliament on 25 November 2013 and is promoted by the Secretary of State for Transport;
- (B) The Trust owns land interests (either for itself or as sole trustee for the Waterways Infrastructure Trust) which are affected by the Bill; and
- (C) The Trust and the Promoter are entering into this Agreement for the purposes of addressing concerns expressed by the Trust as to the potential effects of the construction and operation of the authorised works on its interests.

1 Definitions

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

- 1.1.1 "Abandoned" means not used by the Promoter for 5 years and no reasonable prospect of use by the Promoter in the foreseeable future;
- 1.1.2 "Act" means the Bill if and when passed as an Act of Parliament
- 1.1.3 "the Authorised Works" means work to be authorised by the Act being works for the Construction of Phase One of High Speed 2, and works consequent on, or incidental to, such works;
- 1.1.4 "the Bill" means the HS2 Bill (Phase 1) that was introduced in the House of Commons on 25 November 2013 together with Additional Provisions 2,3,4 and 5;
- 1.1.5 "the Canal" means any canal or waterway owned or managed by the Trust, and includes any works connected therewith for the maintenance and operation of which the Trust is

responsible for and any lands held or used by the Trust for the purposes of operating and maintaining those canals and waterways (including towpaths);

- 1.1.6 "Canal Work" means so much of any Specified Work or any other work of which the Promoter is in possession under the powers conferred by the Bill that is in, under or over the Canal;
- 1.1.7 "Code of Practice" means the version of the Code of Practice for Works Affecting the Canal & River Trust dated April 2015 published by the Trust
- 1.1.8 "Construction" includes execution, placing, altering, replacing and relaying and includes removal;
- 1.1.9 "damage" means any damage to the Canal, and without prejudice to the generality of the meaning, includes:
- (a) the erosion of the bed or banks of the Canal, or the impairment of the stability or ability to retain water of any works, lands or premises forming part of the Canal;
 - (b) the silting of the Canal
 - (c) or the deposit of materials in or adjacent to the Canal (except where permitted under the provisions of the Bill or approved by the Trust in accordance with the terms of this Agreement);
 - (d) the pollution of the Canal;
 - (e) any material alteration of the water level of the Canal, or material interference with the supply of water thereto, or drainage of water therefrom or thereto; and
 - (f) any operational restriction
- 1.1.10 "Interface" means each of the interfaces between the Authorised Work and the land of the Trust as set out in the Appendix 2 of the Technical Appendices
- 1.1.11 "Nominated Undertaker" means a person appointed nominated undertaker under clause 44 of the Bill;

- 1.1.12 "Non-Canal Work" means so much of any Specified Work or any other work of which the Promoter is in possession under the powers conferred by the Act that is not in, under or over the Canal;
- 1.1.13 "plans" means drawing, specifications, method statements and risk assessments for Specified Works
- 1.1.14 "the Project Plan" means a plan or revisions thereof detailing intended submission of plans for approval by the Trust and the construction timetable (including start time, duration and impact on the Canal) for any Specified Works;
- 1.1.15 "the Promoter" means the Secretary of State for Transport or any Transferee within the meaning of clause 17 of this Agreement and, where relevant, means the Nominated Undertaker;
- 1.1.16 "Protective Work" means any work required by the Trust to mitigate the potential for damage caused by any Specified Work on a Canal or any other property of the Trust
- 1.1.17 "Specified Work" means so much of any permanent or temporary Authorised Work which is in, across, under, or within 15 metres of, or may in any way affect, the Canal (or other property of the Trust);
- 1.1.18 "The Stoppage Season" means the period in every year between the first Monday in November to the first Friday in March (inclusive).
- 1.1.19 "Technical Appendices" means the appendices to this Agreement setting out the general technical requirements of the Trust in addition to specific requirements at each Interface.

2 Protective Provisions

The following provisions of this Agreement have effect and replace the protective provisions for Canal & River Trust as set out in the Bill at Schedule 32 Part 4

3 Withdrawal of objection

- 3.1 In consideration of the terms of this Agreement (and their correct implementation) the Trust shall withdraw its petition to the Bill and, subject to clause 3.2 of this Agreement, refrain from any further opposition to the passage of the Bill.
- 3.2 Nothing in this Agreement shall prejudice or affect the right of the Trust to object to any new or amended provisions of the Bill (or its accompanying deposited documents) that may be introduced following the date of execution of this Agreement.

4 Compensation

Other than the payment of any costs by the Promoter to the Trust in respect of any Canal closure pursuant to clause 8, nothing in this Agreement shall prejudice or affect the Trust's right to compensation under the Act, or any enactment applied by or incorporated in the Act, or under any other applicable enactment or remedy under common law arising in consequence of the exercise of any powers conferred by the Act, except as may be amended or dis-applied by the Act and that the Trust shall not be entitled to be compensated in respect of any matter under the Act or any such enactment if they are entitled to compensation under this Agreement in respect of that matter

5 Acquisition of land and rights

- 5.1 The Promoter shall not under the powers contained in the Act acquire compulsorily any land, easement or other right or power over land owned by the Trust or remove any restrictive covenant which benefits land in which the Trust holds an interest other than such land, easements or other rights or powers or removal of restrictive covenants as is reasonably necessary for, or in connection with, the construction, maintenance or operation of works authorised by the Act having regard also to the statutory duties of the Trust.
- 5.2 The Promoter and the Trust will use reasonable endeavours to reach a voluntary agreement with the aim of avoiding the need for the Promoter to exercise its compulsory powers of acquisition in the Act in respect of operational land owned by the Trust including the giving of mutual easements and covenants to secure the ability of the Promoter to carry out the Authorised Works and future operation, repair and maintenance of the Authorised Works whilst providing reasonable protections for the Trust to exercise its statutory undertaking including requirements for adequate notice and plan approval for the Trust where such repair and maintenance is likely to affect the Canal..

6 Project Plan

- 6.1 As soon as reasonably practicable after the preparation of the Project Plan or upon becoming aware of a change in the expected construction timetable for any Specified Work the Promoter shall issue the Project Plan (or a revised Project Plan, as applicable) to the Trust.

- 6.2 The Promoter shall use reasonable endeavours to ensure that the timings for the submission of plans for approval by the Trust in the Project Plan takes account of the Trust's resources

7 Technical Appendices

- 7.1 The Promoter will comply with the general requirements of Appendix 1 of the Technical Appendices and the specific requirements as they relate to each Interface set out in Appendix 2 of the Technical Appendices

8 Restrictions on Navigation and Disruption of Moorings

- 8.1 Subject to any specific towpath diversion included in Appendix 2 of the Technical Appendices, the Promoter shall construct any Specified Works or Protective Works in such a manner as to cause as little interference as may be reasonably practicable with the passage of vessels using the Canal and pedestrian access to and along the Canal towpath
- 8.2 Where it is not reasonably practicable to avoid such interference, the Promoter shall always endeavour to avoid either:
- 8.2.1 the full closure of the Canal so that the general availability of the Trust's waterways for public use under section 105 of the Transport Act 1968 for vessels of certain dimensions (as specified for each Interface in Appendix 2 of the Technical Appendices) is not prejudiced for any period of time; or
- 8.2.2 the obstruction of pedestrian access to and along the Canal towpath.
- 8.3 Where the Promoter is not reasonably able to avoid either the full closure of the Canal or the obstruction of pedestrian access under clause 8.2.1 or 8.2.2 respectively, the Promoter shall use reasonable endeavours to time the Construction of any Specified Works in the Project Plan so that this full closure or obstruction occurs only in the Stoppage Season:
- 8.4 For either the full closure of the Canal or the obstruction of pedestrian access under clause 8.2.1 or 8.2.2 in the Stoppage Season the Promoter must give to the Trust notice in writing of its intention (together with all relevant plans, calculations, assessments and surveys and the justification and duration of such closure or obstruction as reasonably required) by 31 March immediately prior to the relevant Stoppage Season.
- 8.5 Where the Promoter is not able to confine full closure of the Canal or the obstruction of pedestrian access under clause 8.2.1 or 8.2.2 to the Stoppage Season it must give the Trust at least 6 weeks' notice for any such closure or obstruction under 2 hours during the hours of daylight or at any time during the hours of darkness and a least 6 months' notice in any other case.
- 8.6 The Promoter must pay the sums payable for any closure of the Canal as set out in the Code of Practice in lieu of any compensation under the Act.

- 8.7 The Promoter will use reasonable endeavours to reduce any impacts of the Specified Works on short term and long term moorings on the Canal (whether those moorings are directly owned and managed by the Trust or a third party mooring operator) and, where such impact is not possible to avoid or mitigate to the reasonable satisfaction of the Trust, work with the Trust and any affected third party mooring operator to temporarily or permanently re-locate such moorings so far as it is within the Promoter's powers to do so.

9 Surveys

- 9.1 Before the commencement of the initial Construction of any Specified Work (as close to commencement as reasonably practicable), upon completion of the Specified Work and at 12 months after the commencement of operation of the Authorised Works the Promoter shall bear the reasonable costs of the carrying out, by a qualified surveyor or engineer ("the surveyor") to be approved by the Trust and the Promoter, of surveys of any Canal as will or may be affected by the Specified Work so as to ascertain the condition of the Canal prior to the commencement of Construction of any Specified Work, after completion of the Specified Work and after the commencement of operation of the Authorised Works, to verify whether the Authorised Works have been carried out in accordance with this Agreement (and the Technical Appendices) and to assess any damage to the Canal as a result of the Authorised Works .
- 9.2 For the purposes of the surveys the Promoter shall:
- 9.2.1 on being given reasonable notice (save in the case of emergency, when immediate access shall be afforded) afford reasonable access to the site of the Specified Work and to any land and existing works of the Promoter which may provide support for the Canal as will or may be affected by the Specified Work;
 - 9.2.2 supply the surveyor as soon as reasonably practicable with all such information as he may reasonably require with regard to such land and existing works or operations of the Promoter and to the Specified Works or the method of construction thereof together with any requested information on noise or vibration resulting from the Authorised Works or subsequent operation of the Authorised Works.
- 9.3 Copies of the surveys shall be provided to both the Trust and the Promoter.
- 9.4 Where, as shown by the surveys or as revealed by the Trust's physical inspection of the Canal, in the reasonable opinion of the Trust, the Specified Work or subsequent operation of the Authorised Work is causing damage then, at the request of the Trust and at its own expense, the Promoter shall take steps to remedy such impacts to the reasonable satisfaction of the Trust.

10 Plan approval and notice

- 10.1 Before beginning the Construction of any Specified Work or any Protective Work the Promoter must submit to the Trust plans of the work and such further particulars available to it as the Trust may within 28 days of the submission of the plans reasonably require.
- 10.2 Any Specified Works shall not be constructed except in accordance with such plans as may be approved in writing by the Trust or determined under clause 63 of the Bill.
- 10.3 The Promoter shall reimburse the Trust's reasonably incurred costs for the time taken and other expenses incurred by its employees in reviewing the Promoter's plans under this clause 10 at the rates set out in the Code of Practice (subject to indexation according to the retail price index])
- 10.4 The Promoter shall reimburse the Trust's reasonably incurred third party costs (e.g. consultants, contractors) in reviewing the Promoter's plans under this Clause 10 provided that the Trust has obtained the Promoter's prior written consent for the incurring of this third party cost (such consent not to be unreasonably withheld or delayed).
- 10.5 Any approval of the Trust required under clause 10.1 of this Agreement shall not be unreasonably withheld and:
- 10.5.1 shall be deemed to have been given if it is neither given nor refused (with an indication of the grounds for refusal) within 28 days of the submission of the plans for approval or where further particulars are submitted under clause 10.1 of this Agreement, within 28 days of the submission of those particulars; and
 - 10.5.2 may be given subject to such reasonable requirements as the Trust may make for the purpose of avoiding damage to the Canal, including requirements as to the construction of Protective Works.
- 10.6 The Promoter shall give the Trust no less than 28 days' notice in writing of its intention to commence construction, maintenance or repair of any Specified Work, and any Protective Works required by the Trust under clause 10.5.2 of this Agreement, which shall be constructed with all reasonable despatch to the reasonable satisfaction of the Trust, and in such manner as to cause as little damage to the Canal as may be reasonably practicable and as little interference as may be reasonable practicable with the passage of vessels using the Canal, and the Trust shall be entitled by its officer at all reasonable times, on giving such notice as may be reasonable in the circumstances, to inspect the construction of such work or works.

11 Abandoned Canal Works

11.1 If any Canal Work is Abandoned, the Trust may by notice in writing require the Promoter to take such reasonable steps as may be specified in the notice to remove the work and (to such extent as the Trust reasonably requires) to restore the site to its former condition and the Promoter shall reimburse the expenses as set out in the Code of Practice incurred by the Trust and its consultants in assessing any such abandoned Canal Work and serving notice pursuant to this clause.

11.2 If any Canal Work is in such condition that it is, or is likely to become, a danger to or to interfere with navigation or use of the towpath, the Trust may by notice in writing require the Promoter to take such reasonable steps as may be specified in the notice:

11.2.1 to repair and restore the work or part of it; or

11.2.2 if the Promoter so elects, to remove the work and (to such extent as the Trust reasonably requires) to restore the site to its former condition;

and the Promoter shall reimburse the expenses as set out in the Code of Practice incurred by the Trust and its consultants in assessing any such dangerous Canal Work (or dangerous Non-Canal Work in the event that clause 11.3 of this Agreement is applicable to that work) and serving notice pursuant to that paragraph.

11.3 If:

11.3.1 a work which consists of a Canal Work and a Non-Canal Work is abandoned or falls into decay; and

11.3.2 the Non-Canal work is in such a condition as to interfere with the right of navigation in the Canal or as to interfere with rights of access or use of land adjacent to the Canal;

the Trust may include the Non-Canal Work, or any part of it, in any notice under clause 11.2 of this Agreement.

11.4 If, after such reasonable period as may be specified in a notice under clause 11.2 of this Agreement the Promoter has failed to begin taking steps to comply with the requirements of the notice or after beginning has failed to make reasonable expeditious progress towards their implementation, the Trust may carry out the works specified in the notice and any expenditure reasonably incurred by it in doing so shall be recoverable from the Promoter.

12 Pollution and discharge

12.1 The Promoter shall not deposit or discharge directly or indirectly any polluting material on, in or over the Canal and shall not without the consent of the Trust:

12.1.1 deposit or discharge any other materials directly or indirectly into the Canal (other than materials comprised in an Authorised Work authorised by the Act and detailed in the Technical Appendices); or

- 12.1.2 notwithstanding anything in Schedule 2 paragraph 8 of the Act, discharge any water directly or indirectly into the Canal.
- 12.2 Any consent of the Trust required under clause 12.1 of this Agreement shall not be unreasonably withheld and:
- 12.2.1 shall be deemed to have been given if it is neither given nor refused within 28 days of the submission of the request for it or where the Trust reasonably requests further particulars of the deposit or discharge, within 28 days of the submission of those particulars; and
- 12.2.2 may be given subject to reasonable requirements as the Trust may make including but not limited to those requirements in paragraph 1.6 of Appendix 1 of the Technical Appendices.:

13 Indemnity and Limits of Trust Liability

- 13.1 The Promoter indemnifies the Trust for all damage to the Canal and other property of the Trust which is caused by the Construction of any Specified Work or Protective Work and from any costs reasonably incurred by the Trust in making good such damage.
- 13.2 The Promoter indemnifies the Trust from all claims, demands, proceedings or damages which may be made or given against, or recovered from the Trust by reason of the Construction of the Authorised Works including any costs arising from any increased obligation imposed on the Trust by virtue of its responsibilities under the Reservoirs Act 1975 as a result of the Authorised Works.
- 13.3 The Trust shall give the Promoter reasonable notice of any such claim or demand and no settlement or compromise of any such claim or demand shall be made without the consent of the Promoter which, if it notifies the Trust that it desires to do so, shall have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.
- 13.4 The fact that any work or thing has been executed or done in accordance with a plan approved or deemed to be approved by the Trust under this Agreement does not (in the absence of negligence by the Trust) impose any liability on the Trust or relieve the Promoter from any liability under the provisions of this clause 13 of this Agreement.
- 13.5 The Promoter acknowledges that the Trust is not giving any express or implied right of support to any of the Authorised Works except where this is expressly provided in this Agreement or in any voluntary agreement reached between the Promoter and the Trust pursuant to clause 5.2.
- 13.6 The Promoter will take into account any breach risk analysis and inundation mapping provided by the Trust in its design of the Authorised Works and, will explain how this analysis and mapping has been taken into account when submitting plans for the Trust's approval under clause 10 of this Agreement

14 Dispute Resolution

- 14.1 The parties shall use their reasonable endeavours to first secure the amicable resolution of any dispute or difference arising between them out of or in connection with this Agreement and each party shall nominate a representative who shall meet to try to resolve the matter, and who will, if the matter not resolved at that level within 10 working days after the request of such a meeting, refer the matter on to their senior executives for a further meeting
- 14.2 If the meeting between senior executives fails to result in a settlement within 20 working days of the date of the request for such a meeting (or if no meeting is convened within that period) then the matter (other than a difference as to compensation which is referable to the Lands Chamber of the Upper Tribunal or a difference as to the meaning or construction of the Agreement) shall be referred to and settled by arbitration in the manner provided by clause 63 of the Act.
- 14.3 Any dispute or difference arising between the parties 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 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 or failing such agreement to be nominated by the President or Vice President or other duly qualified officer of the Law Society on the application of either party.

15 Notices

- 15.1 Any notice served or given or plans, drawings or documents supplied under or in relation to this Agreement shall (in the case of a notice) be in writing, shall refer to the relevant provision of this Agreement and shall in all cases be deemed to be sufficiently given, served or supplied, if addressed or supplied by the Promoter or the Trust, as the case may be, and sent either by first class post, courier service, registered post or email to such other postal address or email address as the Promoter or the Trust may from time to time designate by written notice to the other
- 15.2 Any notice, plan, drawing or document given, served or supplied in accordance with clause 15.1 above shall be deemed in the absence of evidence of earlier receipt, to have been given, served or supplied two days after posting dispatch or the sending of the email, exclusive of the day of posting, dispatch or the sending of the email.

16 Entire Agreement

- 16.1 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.
- 16.2 No variation of this Agreement shall be effective unless it is reduced to writing and is signed on behalf of a duly authorised representative of the parties.

17 Assignment

17.1 In the event that: any person other than the Promoter is appointed the Nominated Undertaker for the purposes of provisions of the Bill to which this Agreement relates; and the provisions of this Undertaking 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 the Trust that the Transferee shall observe and perform such of the obligations of and restrictions on the Promoter under this Agreement as relate to the exercise of the powers which have been transferred as though the Transferee had been an original party to this Agreement and until such deed of covenant is duly executed by the Promoter/Transferee and delivered to the Trust or the provisions of this Agreement are otherwise made enforceable against the Transferee then the Promoter shall remain liable under this Agreement to the Trust but thereafter the Promoter shall have no further liability under this Agreement save in respect of any antecedent breach.

17.2 Upon the Transferee giving the direct covenant referred to in clause 18.1 the Promoter shall be released from any obligation under this Agreement to observe and perform the obligations and restrictions which relate to the exercise of the powers which have been transferred.

This agreement has been entered into on the date stated at the beginning of it.

Signed by the SECRETARY OF STATE FOR
TRANSPORT acting by DAVID BUTTNER,
DEPUTY DIRECTOR, HIGH SPEED RAIL

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Signed by Richard Parry, Chief Executive for)
and on behalf of THE CANAL & RIVER TRUST)

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TECHNICAL APPENDICES

CRT HS2 SIDE AGREEMENT - TECHNICAL APPENDICES

APPENDIX 1 - ROUTEWIDE ISSUES

1.1	General Approach to Design of HS2 / CRT Crossings 1.1.1 The Promoter accepts the desirability of the general design principles set out below in paragraph 1.2 and as particularly specified for each Interface in Appendix 2 (the "Design Principles") with respect to the detailed design of the over ground Interfaces (the "Crossings") 1.1.2 The Promoter shall include the Design Principles as Environmental Minimum Requirements to be included in the Register of Undertakings and Assurances to which a relevant planning authority must have regard to through the Planning Memorandum in the exercise of its functions under Schedule 17 of the Bill. 1.1.3 The Promoter shall, as far as reasonably practicable and subject to the requirements of the relevant Planning Authority, in developing the design of the Crossings, consult with the Trust to deliver the Design Principles 1.1.4 The Promoter shall, as far as reasonably practicable, meet face-to-face with the Trust to discuss the detailed design and appearance of each Crossing in sufficient time to enable the Trust to have a meaningful influence on design and appearance 1.1.5 The Promoter shall send all the relevant material it submits to the relevant planning authority on the design aspects of the Crossing to the Trust at the same time as making such submission 1.1.6 To the extent that the Promoter is unable to meet the Design Principles, the Promoter shall provide to the Trust (to accompany the materials sent to the Trust in paragraph 1.1.5 above) a written explanation as to why these requirements could not be met for the relevant Crossing.
1.2	Detailed Design Principles 1.2.1 The design of waterside piers (the first pier immediately adjacent to the Canal on either side) should be tailored to the canal corridor, as slender as reasonably possible (when viewed in elevation along the canal) and suitable for a high quality pedestrian environment, 1.2.2 The alignment of waterside piers should be arranged to address the Canal. 1.2.3 The span of waterside piers should be reduced as far as is practicable within the constraints set out in these Technical Appendices, to reduce the structural depth of the deck of the Crossing and increase the views and clearance beneath the deck 1.2.4 The first abutments immediately adjacent to the Canal on either side should seek to avoid the use of wing-walls and sloping Canal facing abutments should have riprap or similar finishes rather than concrete side slopes. 1.2.5 The design of embankments visible from the Canal should include a soft top edge to blend into the background of the sky and the slope of the embankment should ensure the avoidance of intrusive root systems. 1.2.6 The design of parapets should minimise the apparent depth of deck (e.g. by including a bevelled face to form a crease to catch the light) with edged cantilevers to ensure the deck spine is cast into shadow and drip details to ensure that surfaces below are protected from staining 1.2.7 The visible face of the parapet should receive a uniform finish throughout and be coherent between solid concrete parapets, being of a consistent height and appearance (to preserve a uniform edge condition) for each Crossing. 1.2.8 The design for foundations of waterside piers or abutments should ensure that pile caps and pad foundations will not be visible above ground level and that surface finishes will be consistent all the way down the face of the pier or abutment so that the structure seamlessly touches the ground

- 1.2.9 The design of planting schemes** (to be carried out in accordance with paragraph 1.3 of this Technical Appendix 1) should be developed for each Crossing to integrate the proposed crossing into the existing landscape pattern of hedges and woodland and the design of planting below Crossings must ensure a continuity of the natural environment by minimising the width of the Crossing and/or the inclusions of lighting wells.
- 1.2.10 The position of overhead line electrification gantries, signage and signalling** should be arranged where reasonably practicable in symmetry and rhythm with the Crossing with any column mountings to be fixed inboard of the face of parapet and no blisters or similar employed on the face of the parapet.
- 1.2.11 The design of acoustic barriers** should subject to their satisfying the requirement of the EMR's, be low level and as close as reasonably practicable to the tracks to minimise visual impact
- 1.2.12 The design of fencing and gates** should aim to minimise visual impact from the Canal.
- 1.2.13 Ancillary furniture and apparatus** (e.g. service boxes) should as far as reasonably practicable be unseen from the Canal.
- 1.2.14 The standard and appearance of concrete** used within any Crossing should be to Class F3 (in accordance with Clause 17.08 of the Manual of Contract Documents for Highway Works, Volume 1 (Specification for Highway Works), with consideration given to the application of texture or patterning.
- 1.2.15 The structural steelwork** forming any part of the Crossings should be of a consistent design, with the use of weathered steel favoured, with any painted finish in keeping with the surrounding environment.
- 1.2.16 The design of crossheads** should not be visible below the soffit and will be incorporated into the depth of the deck
- 1.2.17 The design of joints** should be with the aim of avoiding horizontal construction joints, with piers and columns poured full height and any essential movement joints appropriately detailed and the passage of moisture prevented.
- 1.2.18 The design of soffits** should aim for a clean, smooth, continuous profile, with neat joints between pre-cast segments.
- 1.2.19 The rhythm and continuity of piers, joints and railway furniture** should wherever it is reasonably practicable be aligned and equidistant
- 1.2.20 The design of surface drainage** from the Crossing should be dealt with in a closed system that discharges remotely from the Crossing with any below-deck drainage elements such as down-pipes located away from pedestrian-facing surfaces and incorporated into the Crossing and concrete detailed so that free water does not run down and lead to staining.
- 1.2.21 Cables and ducts** should be unseen from the Canal,
- 1.2.22 The design of structures should prevent roosting, perching or nesting of birds and other wildlife** should form part of the structural design to avoid retrospectively fitted proprietary roosting prevention
- 1.2.23 Towpaths should continue uninterrupted** at each Crossing with a hard surface treatment in the context of the local with the extent of towpath reinstatement to be specified in advance by the Trust for each crossing and suitable ducting to be incorporated along the "outer edge" of the waterway environment to a specification approved by the Trust.
- 1.2.24 Lighting assessments** for each Crossing should be carried out within the design development for each Crossing and any requisite lighting scheme shall be implemented by the Promoter at that Crossing on the basis of the most appropriate solution for the area
- 1.2.25 Appropriate anti-vandalism measures** should be taken where appropriate on Specified Works to reduce the likelihood of vandalism and mitigate damage with concrete sealants and coatings used as specified by the Trust

1.2.26 Future maintenance access for the Promoter should be incorporated as far as reasonably possible into the design of each Crossing

1.3 Compensation Planting

- 1.3.1** The Promoter shall, as far as reasonably practicable and subject to the requirements of the local planning authority, provide planting at each Interface as reasonably required by the Trust to mitigate the visual impact of the Authorised Works
- 1.3.2** The Promoter shall, as far as reasonably practicable, carry out preparatory planting and other appropriate environmental mitigation so that such planting or other environmental mitigation is well established and effective to provide a sufficient screen ahead of the Authorised Works at the relevant Interface in accordance with paragraph 9.1.3 of the Code of Construction Practice.
- 1.3.3** Without prejudice to the general obligations in this section 1.3, details of specific planting and visual mitigation measures are further specified in the relevant Technical Appendix for each Crossing.
- 1.3.4** Unless specifically agreed by the Trust, tree planting is to be kept a minimum of 5m from the edge of the water's edge of the Canal and 10m from any lock, bridge, sluice, weir, waterway wall or other structure forming part of the Canal.
- 1.3.5** The Promoter shall provide, as far as reasonably practicable as part of any woodland planting, an appropriate native species mix based on existing local woodland character subject to any safety and operational requirements of HS2 (e.g. falling braches, leaves and roots).
- 1.3.6** If requested by the Trust, the Promoter shall consider (subject to an appropriate agreement and any overriding procurement considerations) whether to hand over responsibility for implementation and/or management of compensation planting prior to the start of construction in return for payment by the Promoter of a suitable commuted sum.
- 1.3.7** If requested by the Trust, the Promoter shall consider, where third party landowners adjacent or near to the Canal do not exercise their rights to take land back that has been used by the Promoter for compensation or mitigation planting, giving the Trust the opportunity to elect (within a 6 month period after notification by the Promoter that the third party landowner has not exercised their rights to take the land back) to take on the ownership of this land for the management of the planting and other recreational or positive ecological use, prior to any other disposal of this land by the Promoter.

1.4 Engineering Considerations

- 1.4.1** No Authorised Works of a permanent nature are to be located on the Trust's property other than those specifically set out for the relevant Interface in Technical Appendix 2 or as otherwise agreed pursuant to Clause 5.2 of the Agreement
- 1.4.2** Any temporary structure located on the Trust's property is to be removed and the Trust's land reinstated in accordance with a scheme agreed with the Trust and the relevant Planning Authority as soon as reasonably practicable after the completion of the Specified Work at the relevant Interface.
- 1.4.3** The Promoter will provide clear signage on all bridges and viaducts at each Crossing confirming the name of the Crossing, ownership, who to call to report defects, graffiti etc. The design of the proposed signage is to be agreed with the Trust prior to commencement of the relevant Crossing (such agreement not to be unreasonably withheld).
- 1.4.4** The Promoter will provide plaques on all bridges and viaducts at each Crossing, confirming the name of the Canal, the bridge number and its year of construction. A minimum of one plaque on each elevation of the relevant bridge or viaduct shall be provided and installed to a layout design supplied by the Trust
- 1.4.5** General Arrangement drawings provided to the Trust by the Promoter will show the Trust's land ownership boundary
- 1.4.6** To the extent that any rights of inspection and maintenance have not been agreed in accordance with section 5.2 of this Agreement, the Promoter's inspection and maintenance regime for each Crossing shall be agreed with the Trust as soon as reasonably practicable after practical completion of each Crossing and copies shall be provided to the Trust upon request

	<p>1.4.7 Air Draft shall be defined as the distance from the highest point of the crest of the controlling weir (as defined by the Trust) to the lowest point of the Crossing, measured across the full width of the navigation and shall be no less than 3.00m unless otherwise agreed by the CRT</p> <p>1.4.8 Towpath Headroom shall be specified as the distance between the highest point of the towpath and the lowest point of the Crossing; measured across the full width of the Towpath and shall be no less than 2.75m unless otherwise agreed by the CRT</p>
<p>1.5</p>	<p>Buried Services below the Trust's property</p> <p>1.5.1. Prior to any construction of any Specified Work, the Promoter will undertake appropriate surveys of the Trust's land within the limits of land to be acquired or used at that Interface for third party services and utilities</p> <p>1.5.2. The Promoter will then prepare a report for the Trust showing the indicative extent and location of those services and utilities and supply the Trust with the same prior to any construction of any Specified Work at that Interface.</p> <p>1.5.3. The Promoter will follow Part 2, Sections 4 and 5 of the Code of Practice in relation to any Specified Works adjacent to third party services and utilities and use all reasonable and practicable measures to avoid any damage to any services and utilities that are present and the indemnity in Clause 13 of the Side Agreement shall extend to any loss, damage or claim against the Trust caused by or as a result of the Specified Works</p> <p>1.5.4. Subject to the Protective Provisions of the Bill provided to utility service providers, the Promoter will comply with any procedures prescribed in agreements between the Trust and third party service or utility providers of which the Promoter has previously been made aware of (unless the Promoter has agreed with the third party or exercised its powers under the Act so as to deviate from those procedures) and may request the Trust to exercise any lift-and-shift provisions that it has in its agreements or licences with third party services and utility providers, provided that it compensates the Trust fully for any expenses incurred by the Trust in doing so</p>
<p>1.6</p>	<p>Discharges into the Trust's Waterways</p> <p>1.6.1. When seeking the Trust's consent for the discharge of water directly or indirectly into the Canal under clause 12 of the Agreement, the Promoter shall follow the process set out in Part 2, Section 3 of the Code of Practice</p> <p>1.6.2. When assessing possible discharges, the Trust will not use the Environment Agency's "Greenfield Attenuation" levels or be bound by any other industry standard, but will make its own reasonable assessment of the impact of new or increased discharges</p> <p>1.6.3. Any consent given by the Trust may require oil and silt traps, pollution cut-off valves and other reasonable measures specified by the Trust, to be installed at all discharge points into the Canals and the maintenance of these facilities shall be agreed with the Trust and undertaken/funded by the Promoter.</p>
<p>1.7</p>	<p>Built Heritage</p> <p>1.7.1. In carrying out any Specified Work, the Promoter will have due regard to the desirability of preserving the existing fabric of the existing Canal unless specifically approved otherwise by the Trust</p> <p>1.7.2. The Promoter shall carry out the general heritage management measures contained in paragraph 8.1.4 of the Construction Code of Practice in relation to any Specified Work in relation to both designated and undesignated heritage assets and other historic built fabric at that Interface.</p>
<p>1.8</p>	<p>Biodiversity</p> <p>1.8.1. The Promoter will consult the Trust and take due regard of the Trust's comments for the conservation of protected species and habitats, the eradication or prevention of non-native invasive species in order to develop the Local Environmental Management Plan (as set out in chapter 4.2 of the Code of Construction practice) in relation to each Interface.</p>

	<p>1.8.2. The Promoter will, as far as reasonably practicable, consult with the Trust to seek opportunities to establish priority habitats like heathland and grass meadows as part of the planting plans under section 1.3, particularly on new or disturbed ground such as embankments and spoil areas, to be delivered through the Local Environmental Management Plan in accordance with the requirements of Chapter 12 of the Code of Construction Practice.</p>
<p>1.9</p>	<p>Contaminated Land</p> <p>1.9.1. No excavations, surface water or groundwater may be discharged onto the Trusts property until it can be demonstrated to the reasonable satisfaction of the Trust that it is not contaminated.</p> <p>1.9.2. Where such material or water is contaminated, any proposed remediation prior to discharge should be approved by the Trust.</p>
<p>1.10</p>	<p>Noise</p> <p>Acoustic barriers shall be provided at all Crossings in accordance with the design approach set out in paragraph 1.2.11 of this Appendix 1.</p>
<p>1.11</p>	<p>Impacts on the Trust's water supplies</p> <p>Any Authorised Works that may adversely impact on the Trust's water supplies (short term or long term) from surface water feeders or groundwater pumps will be mitigated by the Promoter to the reasonable satisfaction of the Trust prior to commencement of such Authorised Works.</p>
<p>1.12</p>	<p>Prevention of Pollution</p> <p>1.12.1. Prior to commencement of construction of any Specified Work, the Promoter will develop and implement appropriate measures to control the risk of pollution of the Canal from construction works, materials and weather events to be approved by the Trust (acting reasonably)</p> <p>1.12.2. The appropriate measures will include the location of hazardous materials, stockpiles and fuel away from the edge of the Canal and any surface water that runs into the Canal (either directly or indirectly),</p> <p>1.12.3. The appropriate measures will include prevention of solid or liquid waste, sediment, soil or vegetation arising from the Specified Works entering the Canal or surface waters that run into the Canal (either directly or indirectly)</p> <p>1.12.4. The appropriate measures may include the management of storm flows and excavation de-watering to prevent pollution or sediment contaminated flows to the Trust's property.</p>
<p>1.13</p>	<p>Ground Settlement</p> <p>Any Authorised Works that may induce settlement that may cause damage to the Trusts property shall be assessed in accordance with the process identified in Information Paper C3: Ground Settlement and appropriate measures to mitigate any potential damage as may be reasonably required by the Trust will be implemented by the Promoter.</p>

APPENDIX 2

INTERFACE 1

REGENT'S CANAL, CAMDEN

Interface Name	Regent's Canal - Camden
Community Forum Area Ref	CFA 3
Interface Type	Construction Impact
Coordinates	528380, 183931
Post Code	NW1 7BA

1.1	Mitigation of Impacts on Cumberland Basin Moorings
1.1.1	The requirements of Clause 10 of the Agreement shall specifically apply to any Specified Work in relation to potential noise, dust, lighting and other amenity impacts on the Trust's moorings at Cumberland Basin
1.1.2	The Promoter will, as far as reasonably practicable, allow vehicular access from Outer Circle (Regent's Park) to the car park for the Trust and its contractors to enable the Trust to carry out planned refurbishment works to its moorings at Cumberland Basin
1.1.3	The Promoter will, as far as reasonably practicable, permit the Trust and its contractors to construct and use a small works compound in the car park to facilitate the Trust's planned refurbishment works to its moorings at Cumberland Basin

INTERFACE 2 –

GRAND UNION CANAL, PADDINGTON ARM – SCRUBS LANE AREA

Interface Name	Grand Union Canal, Paddington Arm – Scrubs Lane Area
Community Forum Area Ref	CFA 4
Interface Type	Tunnel and Temporary Bridges
Coordinates	522574, 182268
Post Code	NW10 6QE

2.1	Network Rail retaining wall 2.1.1 The Promoter shall provide CRT with the assessment reports, design calculations, drawings of proposed works and copies of approvals relating to its assessment of the Network Rail owned retaining wall and embankments between the Canal and the railway located along the southern boundary of property numbers 17, 44,47 and 48 on Replacement Sheet 1-15 of the Bill Plans. 2.1.2 The Promoter shall demonstrate to the reasonable satisfaction of the Trust that the construction and operation of the railway shall have no adverse impact on the structural stability of this retaining wall. 2.1.3 The Promoter acknowledges that this retaining wall and the embankments on each side are within the sole ownership and responsibility of Network Rail and the provisions of Clause 13.6 of the Agreement shall specifically apply in relation to this Interface
2.2	Use and Acquisition of Trust Property 2.2.1 The Promoter shall not exercise its rights under the Bill to occupy or acquire any rights over any area of the Trust's land (or airspace above the Trust's land below existing structures) shown on Replacement Sheet 1-15 of the Bill Plans other than for temporary construction access, diversion or installation of, or other works to utilities apparatus. 2.2.2 The Promoter shall not exercise its rights under the Bill to occupy or acquire any rights over any area of the Trust's land (or airspace above the Trust's land below existing structures) shown on Replacement Sheet 1-45 and Replacement Sheet 1-46 (except to the extent necessary for the erection retention, maintenance and renewal of temporary bridges proposed as Work 1/47 and Work 1/48A on Replacement Sheet 1-45 and Work 1/46 and Work 1/51 on Replacement Sheet 1-46 and subject to the limits specified in paragraph [2.3] below).
2.3	Temporary Bridges over the Canal The three temporary conveyor crossings and one temporary road bridge shown respectively as Work Numbers 1/47 and 1/48A on Replacement Sheet 1-45 and Work Numbers 1/46, and 1/51 on Replacement Sheet 1-46 of the Bill Plans shall comply with the general towpath headroom and air draft requirements

2.4

Works to the Existing Utility Bridge Crossing the Canal

The Promoter shall ensure that any Authorised Works to this structure (as shown in property number 135 on Replacement Sheet 1-46 of the Bill Plans) shall comply with the general towpath headroom and air draft requirements

2.5

Approval for Sewer Diversion

The Promoter will obtain the Trust's approval in accordance with Part 2, Section 2 of the Code of Practice prior to the diversion of the sewer adjacent to Scrubs Lane shown as Works Number 1/38 on Sheet 1-15 of the Bill Plans and Sheet 4-55 of the Bill Sections.

INTERFACE 3

GRAND UNION CANAL, PADDINGTON ARM – NORTHOLT

Interface Name	Grand Union Canal, Paddington Branch - Northolt
Community Forum Area Ref	CFA 5
Interface Type	Construction Impact
Coordinates	514073, 184200
Post Code	UB6 0FD

3.1	Use of Brent Feeder Bridge on Waxlow Lane
3.1.1	The provisions of clause 9 (before and upon completion of works surveys only) and 10 of the Agreement shall apply specifically in relation to any use of the Brent Feeder Bridge by construction traffic using Waxlow Road to access the F Sidings Satellite Compound (as shown on Map CT-05-009b-R1 of the Mapbook for CFA5 of the Environmental Statement) to establish its condition and identify any defects with the report of these structural assessments shared with the Trust.
3.1.2	If the survey on completion identifies any damage to Brent Feeder Bridge sustained as a result of the Promoter's use, the Promoter agrees to make good such damage to the reasonable satisfaction of the Trust within a reasonable period

INTERFACE 4

GRAND UNION CANAL, DENHAM

Interface Name	Grand Union Canal, Denham
Community Forum Area Ref	CFA 7
Interface Type	Viaduct and Temporary Bridges
Coordinates	505102, 188097
Post Code	UB9 6PE

4.1	Use and Acquisition of Trust Property <p>4.1.1 The Promoter shall not exercise its rights under the Bill to occupy or acquire any right over any part of the Trust's land or assets (or airspace above the Trust's land under existing structures) on Replacement Sheet 2-01 of the Bill Plans except the land or airspace required for the construction, retention, maintenance and removal of Work 2/1 (subject to the dimensions specified in paragraph 4.5 below).</p> <p>4.1.2 The Promoter shall not exercise its rights under the Bill to occupy or acquire any right over any part of the Trust's land or assets (or airspace above the Trust's land under existing structures) on Replacement Sheet 2-02 of the Bill Plans except the land or airspace required for the construction, retention, maintenance and removal of Work 2/3 on Replacement Sheet 2-01 and Work 2/4 on Replacement Sheet 2-02 (subject to the dimensions specified in paragraph 4.5 below).</p>
4.2	Built Heritage <p>4.2.1 Prior to carrying out any works (including access or intrusive surveys) in the vicinity of the Crossing, the Promoter shall carry out an archaeological assessment (in accordance with the Heritage Memorandum) to determine the presence of any boats sunk within the Bill limits in the vicinity of the Crossing in the 1950s in 'Hawtreys Pit' (part of Harefield Moor, to the East of the Grand Union Canal and south of Moorhall Rd in South Harefield (Denham area) (Grid references: TQ 05217 88596 and 505217/188596)).</p> <p>4.2.2 If the assessment reveals potential disturbance of damage of any of the sunken boats then the Promoter will give the Trust a reasonable opportunity to remove these boats prior to carrying out the works that could lead to such potential disturbance.</p>
4.3	Design of HS2 Colne Valley Viaduct <p>The piers will be set back behind the existing tree line to form a single clear span of the canal corridor and to reduce the visual impact from the canal or towpath.</p>
4.4	Landscape Works <p>The requirements of Clause 10 of the Agreement will specifically apply to cover proposed reinstatement planting to replace any loss of woodland during construction of the Specified Works and other visual mitigation measures in order to maintain the enclosed visual corridor approaching the Crossing in accordance with 1.3 of Technical Appendix 1 with a locally appropriate woodland mix.</p>
4.5	Air Draft and Headroom <p>The Crossing shall comply with the general towpath and air draught requirements by reference to the controlling weir at Keepers Weir (GU 199 002), Coordinates E: 505230, N: 187380</p>

4.6	<p>Utility Crossings</p> <p>The utility crossings shown as Work Number 2/3 on Replacement Sheet 2-01 and Work Number 2/4 on Replacement Sheet 2-02 of the Bill Plans shall comply with the general towpath and air draught requirements by reference to the controlling weir at Keepers Weir (GU 199 002), Coordinates E: 505230, N: 187380</p>
4.7	<p>Temporary Bridges over the Canal</p> <p>The two temporary road bridges shown as Work Number 2/3 on Replacement Sheet 2-01 and Work Number 2/4 on Replacement Sheet 2-02 of the Bill Plans shall comply with the general towpath and air draught requirements by reference to the controlling weir at Keepers Weir (GU 199 002), Coordinates E: 505230, N: 187380</p>
4.8	<p>Demolition and Construction of Pylons</p> <p>4.8.1 The requirements of Clause 10 of the Agreement shall specifically apply in relation to the demolition of the five pylons due to be demolished adjacent to the Canal at the following sites:</p> <ol style="list-style-type: none"> 1. E7 in property 600 on Replacement Sheet 2-01; 2. E8 in property 593 on Replacement Sheet 2-01; 3. E3 in property 590 on Replacement Sheet 2-02; 4. E4 in property 590 on Replacement Sheet 2-02; 5. Pylon shown in plot number 583. <p>4.8.2 The requirements of Clause 10 of the Agreement shall specifically apply in relation to the construction of the new pylon adjacent to the Canal shown as E2 on plot number 585 on Replacement Sheet 2-02 of the Bill Plans.</p>
4.9	<p>Buried Services</p> <p>The Promoter will follow Part 2, Sections 4 and 5 of the Code of Practice in relation to any Specified Works adjacent to the buried services which are present in the towpath at this Interface</p>
4.10	<p>Impacts from Upgrading of Water Treatment Works</p> <p>The requirements of Clause 10 of the Agreement shall specifically apply to any Specified Works proposed to be undertaken on AP4-40 and AP4-41 on Replacement Sheet 2-12 to upgrade the water treatment works</p>
4.11	<p>Impacts on Low Retaining Canal Embankments</p> <p>4.11.1 The requirements of Clause 10 of the Agreement shall specifically apply to any Specified Works on the land to the east of the Canal in property numbers 588, 600, 602, 686, 727, 728, 730, 736 or 737 on Replacement Sheet 2-01 or property numbers 580, 581, 583, 587, 588 on Replacement Sheet 2-02 of the Bill Plans to enable the Trust to assess the effect on the low embankments retaining the Canal.</p> <p>4.11.2 The requirements of Clause 10 of the Agreement shall specifically apply to any Specified Works on the land to the west of the Canal in property numbers 594, 597, 598, 731, 732, 733, 734, 738, 739 or 743 on Replacement Sheet 2-01 and plot numbers 586 or 590 on Replacement Sheet 2-02 of the Bill Plans to enable the Trust to assess the effect on the low embankments retaining the Canal.</p>

INTERFACE 5

GRAND UNION CANAL - WENDOVER ARM, NEAR WENDOVER

Interface Name	Grand Union Canal, Wendover Arm
Community Forum Area Ref	CFA 10
Interface Type	Other
Coordinates	486848, 207061
Post Code	HP22 6PG

5.1	Potential Impact on Water Supply to the Wendover Arm
5.1.1	The Promoter will send to the Trust copies of the plans and any further particulars required to be sent to the Environment Agency in respect of any Authorised Works which may affect water supplies to the Wendover Arm and Weston Turville Reservoir pursuant to Part 5 of Schedule 31 of the Bill on the same day as the plans or further particulars are sent to the Environment Agency
5.1.2	The Promoter will also send to the Trust any further particulars it has in relation to the water supply as may be reasonably requested by the Trust, including but not limited to any further baseline information on water supplies in the vicinity that has been obtained by the Promoter
5.1.3	The Promoter will continue to monitor effects of the Authorised Works on the water supplies to the Wendover Arm and Weston Turville Reservoir in accordance with the Trust's reasonable requirements throughout the period of the Authorised Works and share the results of that monitoring with the Trust within a reasonable period upon request
5.1.4	If the Trust identifies any adverse effects on water supplies it may require the Promoter to carry out reasonable protective works to prevent or mitigate those effects
5.2	Potential Impacts on Weston Turville Reservoir SSSI
5.2.1	The Promoter will send to the Trust copies of the plans and any further particulars required to be sent to Natural England in respect of any Authorised Works which may cause damage to Weston Turville Reservoir SSSI under the provisions of the Wildlife and Countryside Act 1981 on the same day as such plans or further particulars are sent to Natural England.
5.2.2	The Promoter will monitor to identify any adverse effects on the Weston Turville Reservoir SSSI as a result of the Authorised Works throughout the implementation of the Authorised Works in accordance with the Trust's reasonable requirements and share the result of that monitoring with the Trust within the reasonable period upon request.
5.2.3	If the Trust identifies any adverse effects on the SSSI it may require the Promoter to carry out reasonable protective works to prevent or mitigate those effects.

INTERFACE 6 –

OXFORD CANAL - BODDINGTON FEEDER, NEAR LOWER BODDINGTON

Interface Name	Oxford Canal
Community Forum Area Ref	CFA 15
Interface Type	Culvert
Coordinates	447140, 252426
Post Code	NN1 16XX

6.1	Engineering Design Requirements for Culvert Carrying the Boddington Feeder <p>6.1.1 Prior to the issue of the Project Plan, the Promoter will supply the Trust with further General Arrangement drawings (and any other plans or sections reasonably required by the Trust) showing the proposed culvert for the feeder (forming Work Number 2/131 on Replacement Sheet 2-88 of the Bill Plans) for the Trust to approve the design in accordance with the following requirements.</p> <p>6.1.2 The Trust's design requirements for the culvert are as follows:</p> <ol style="list-style-type: none">1. The culvert will have at least equivalent capacity to the existing feeder (0.5 M3/s).2. The Promoter shall provide the Trust with reasonable pedestrian access routes to enable inspection at the Promoter's fence line either end of the culvert.
6.2	Operational Requirements for the Culvert Carrying the Boddington Feeder <p>6.2.1 The culvert referred to in paragraph 6.1 above and all associated structures and apparatus (including inlet/outlet end structures, security and lighting) shall be owned and maintained by the Promoter in perpetuity at its sole responsibility and cost.</p> <p>6.2.2 The Promoter shall maintain the culvert to ensure that its capacity is not impaired.</p> <p>6.2.3 The Promoter shall ensure that culvert is able to accept the flow rate equal to the current feeder or as otherwise specified by the Trust during the construction of the Authorised Works and in perpetuity thereafter.</p> <p>6.2.4 The Promoter will consult with Thames Water (in respect of their discharge into the feeder upstream of the Interface) to take account of their capacity needs in the design of the culvert prior to seeking the approval of the Trust</p>
6.3	Works to Bridge Carrying Cedars Farm Access Road over the Existing Feeder Culvert <p>The requirements of Clause 10 of the Agreement will specifically apply in respect of any proposal to use, repair or replace the bridge over the feeder carrying the existing access to Cedars Farm located at plot number 53a on Replacement Sheet 2-88 of the Bill Plans.</p>

<p>6.4</p>	<p>Securing Operational Access for the Trust</p> <p>From the date of the operation of the new feeder, the Promoter shall ensure that the Trust has a right of reasonable pedestrian access along the new access track from Cedars Farm to Banbury Road (over the railway) and a right of reasonable pedestrian access from the new access track across Cedars Farm to the line of the new feeder</p>
<p>6.5</p>	<p>Use and Acquisition of Trust Land</p> <p>The Promoter shall not exercise its powers under the Bill to occupy or acquire any rights over the Trust's land or assets on Replacement Sheet 2-88 of the Bill Plans except for the construction retention operation and maintenance of the culvert as described in paragraph 6.1 above, the works to the existing farm access road as described in paragraph 6.3 above.</p>
<p>6.6</p>	<p>Protection of the Existing Feeder During Construction</p> <p>6.6.1 Prior to commencement of construction at the Interface, the Promoter shall satisfy the Trust that the existing feeder channel as shown on Replacement Sheet 2-88 of the Bill Plans shall be protected from possible adverse effects of adjacent construction activities including but not limited to contamination or siltation from run off from temporary material stockpiles as shown in property numbers 50 and 51 on Replacement Sheet 2-88 of the Bill Plans.</p> <p>6.6.2 The Promoter shall ensure that the existing feeder is fully operational until the feed from the Reservoir is being taken by the new route for the feeder (including the culvert referred to in paragraph 6.1 above).</p>
<p>6.7</p>	<p>Biodiversity</p> <p>The Promoter shall take into account the loss of open water habitat and any additional barriers to fish passage arising from the diversion of the existing culvert in line with the requirements of the Environmental Memorandum.</p>

INTERFACE 7 - OXFORD CANAL, NEAR WORMLEIGHTON

Interface Name	Oxford Canal
Community Forum Area Ref	CFA 16
Interface Type	Viaduct and Earthworks
Coordinates	445090, 254795
Post Code	CV47 7SR

7.1	<p>Survey and Mitigation of Impacts on Waterway Walls and Embankments</p> <p>7.1.1 Clause 9 of the Agreement shall specifically apply in relation to the waterway wall running along the boundary of the Canal through plot numbers 22, 23, (in the parish of Stoneton) and 26, 28, 29 and 30 (in the parish of Wormleighton) on Replacement Sheet 2-90 and through property number 32 on Sheet 2-91 of the Bill Plans</p> <p>7.1.2 Clauses 9 and 10 of the Agreement shall specifically apply in relation to the proposed temporary construction accesses alongside the Canal at property numbers 29 and 30 on Replacement Sheet 2-90 and property number 20 and 30 and on Sheet 2-91 of the Bill Plans</p> <p>7.1.3 Following this inspection, the Promoter shall repair, strengthen or replace the waterways wall, the Canal bank or Canal lining as reasonably required by the Trust, prior to the commencement of the Authorised Works at this Interface</p>
7.2	<p>Air Draft and Headroom</p> <p>The Crossing shall comply with the general towpath and air draught requirements by reference to the controlling weir at Weir 15(OX-054-001), Co-ordinates E446129 N256440</p>
7.3	<p>Use and Acquisition of the Trust's Property</p> <p>The Promoter shall not exercise their powers under the Bill to occupy or acquire any right over the Trust's land shown Replacement Sheet 2-90 of the Bill Plans other than land and airspace for the construction retention and maintenance of the viaduct shown as part of Work 2/133 (subject to the limits specified in paragraph 7.2 above).</p>
7.4	<p>Design of Viaduct</p> <p>7.4.1 The Promoter will design the Crossing with a vertical abutment on the offside extending up directly from the offside wall and with an abutment set back on the towpath side and with two piers between the towpath and the abutment.</p> <p>7.4.2 The Promoter will aim to position the pier nearest the towpath shall be positioned behind (to the north of) or on a level with the existing hedgerow on either side of the pier.</p> <p>7.4.3 The Promoter shall ensure that the access road to the north of the Canal shall pass behind (to the north of) the waterside pier</p> <p>7.4.4 The Promoter shall consult with the Trust in respect of any associated road furniture visible from the Canal on the access road, and aim to reflect the principles referred to in 1.1.26 of Technical Appendix 1</p>

<p>7.5</p>	<p>Design of Portal under Viaduct</p> <p>The Promoter will consult with the Trust over the design of the portal under the viaduct shown as Work 2/134A on Replacement Sheet 2-90 to take into account the views into the portal from the Canal</p>
<p>7.6</p>	<p>Use of the Trust's Bridge</p> <p>7.6.1 The Promoter shall consider the feasibility of using the Trust's existing bridge which currently carries a bridleway and maintenance access over the Canal (currently subject to a 10 tonne weight limit) rather than installing the temporary crossing shown as Work Number 2/136 on Bill Plans Replacement Sheet 2-90</p> <p>7.6.2 The Promoter shall not use the Trust's bridge for construction traffic in excess of its limit in connection with the Authorised Works unless the Promoter has agreed a scheme of appropriate strengthening works with the Trust and implemented this.</p>
<p>7.7</p>	<p>Operational Access for the Trust</p> <p>The Promoter will, as far as reasonably practicable, preserve the Trust's existing access for pedestrians and vehicles along the proposed access route as shown as Work 2/135 on Replacement Sheet 2-90 of the Bill Plans from Wormleighton Road to the viaduct during the Authorised Works at this Interface</p>
<p>7.7</p>	<p>Planting Mitigation</p> <p>7.7.1 The Promoter shall restore the length of hedgerow along the towpath that is affected by the Specified Works with further planting required in accordance with a planting scheme reasonably agreed in advance of any submission to the relevant authority with the Trust</p> <p>7.7.2 The Promoter shall consult with the Trust in relation to any additional woodland copse and block planting along the embankment to the north of the Canal in accordance with a planting scheme agreed in advance of any submission to the relevant authority with the Trust.</p>

INTERFACE 8

GRAND UNION CANAL, NEAR LONGHOLE BRIDGE

Interface Name	Grand Union canal
Community Forum Area Ref	CFA 17
Interface Type	Viaduct
Coordinates	438094, 263945
Post Code	CV47 2GR

8.1	Use and Acquisition of the Trust's Land The Promoter shall not occupy or acquire any right over the Trust's land shown on Replacement Sheet 2-102 of the Bill Plans except the land and airspace required for the construction and retention of the viaduct shown as part of Work 2/146 (subject to the limits specified in paragraph [8.8].
8.2	Mitigation of Impacts on Trust's Bridge 8.2.1 Clause 9 of the Agreement shall specifically apply in relation to the Trust's Longhole Bridge located to the south of property number 10 on Replacement Sheet 2-102 of the Bill Plans 8.2.2 Any repair of Longhole Bridge shall take account of the heritage value of this bridge.
8.3	Operational Access for the Trust 8.3.1 The Promoter shall, as far as reasonably practicable, ensure that the Trust has continuing access during the Authorised Works along Ridgeway Lane from Welsh Road to Longhole Bridge as shown on Replacement Sheet 2-102 of the Bill Plans for its operational purposes during and after the Authorised Works suitable for 18T gross vehicle weight road going vehicles. 8.3.2 The Promoter, as far as reasonably practicable, preserve the Trust's existing access to the Canal off Ridgeway Lane, adjacent to the Longhole Bridge, as shown on Replacement Sheet 2-102 of the Bill Plans to the satisfaction of the Trust, during the Authorised Works at the Interface and reinstate this access to its former state on completion of the Authorised Works.
8.4	Buried Services The Promoter will follow Part 2, Sections 4 and 5 of the Code of Practice in relation to any Specified Works adjacent to the fibre optic cables are buried below the towpath at this Interface
8.5	Mitigation of Pollution. The Promoter shall protect the Canal from the risk of contamination, siltation or runoff arising from temporary material stockpiles as shown within plot number 13 of Replacement Sheet 2-102 of the Bill Plans to the satisfaction of the Trust prior to commencement of the Authorised Works at the Interface.
8.6	Design of Viaduct The Promoter shall as far as is reasonably practicable design the Crossing to frame the Canal and towpath with a vertical pier close to the back of the towpath and a vertical pier extending vertically up from the offside wall

8.7

Planting Mitigation

- 8.7.1 The Promoter shall agree a scheme in advance with the Trust for on-going woodland management and planting to maintain the woodland edge affected by the Specified Works with a locally appropriate woodland mix.
- 8.7.2 The Promoter shall carry out works to protect the hedgerow and soft bank along the towpath that is affected by the Specified Work Works (including as a result of increased shading) according to a scheme agreed in advance of the commencement of the Authorised Works at the Interface.
- 8.7.3 The Promoter shall consult the Trust on any additional woodland copse and block planting along the embankment to the north of the Canal in accordance.
- 8.7.4 The provisions of section 1.3.7 of Technical Appendix 1 shall specifically apply to the area between the Canal and the re-aligned Ridgeway Road to the north of the Canal and the area of screen planting to the north east.

8.8

Air Draft and Headroom

The Crossing shall comply with the general towpath and air draught by reference to the controlling weir at Fixed Weir 24A (GU-049-005) Co-ordinates 438084-263952

INTERFACE 9

BIRMINGHAM AND FAZELEY CANAL, CURDWORTH FLIGHT

Interface Name	Birmingham & Fazeley Canal
Community Forum Area Ref	CFA 20
Interface Type	Viaduct
Coordinates	419207, 294636
Post Code	B76 0DG

9.1	Use of Marston Lane Bridge <p>9.1.1 Clause 9 of the Agreement shall specifically apply in relation to the Trust's Marston Lane Bridge over the Canal (located within plot number AP1-12 on Replacement Sheet 3-43 of the Bill Plans)</p> <p>9.1.2 If the survey on completion identifies any damage to Marston Lane Bridge sustained during the Authorised Works, the Promoter agrees to make good such damage to the satisfaction of the Trust.</p> <p>9.1.3 The Promoter shall, as far as reasonably practicable, ensure continuous vehicular access for the Trust to Marston Lane Bridge from the new access road extending from Sheeneys Lane (as shown on Replacement Sheet 3-47 of the Bill Plans), throughout the construction period of the Authorised Works.</p> <p>9.1.4 The Promoter shall, as far as reasonably practicable, ensure continuous vehicular access for the Trust from the A4097 to Marston Lane Bridge and the adjacent buildings and storage areas adjacent to plot number 223 on Replacement Sheet 3-43 of the Bill Plans during the construction phase of the Authorised Works.</p>
9.2	Use and Acquisition of Trust Land <p>9.2.1 The Promoter shall not exercise any power under the Bill to occupy or acquire or obtain any rights over the Trust's land shown on Replacement Sheet 3.43 of the Bill Plans except the land and airspace required for the possible diversion and maintenance of the fuel pipeline shown as Work No. 3/45A or the installation of the proposed overhead high voltage crossing.</p> <p>9.2.2 The Promoter shall not exercise any power under the Bill to occupy or acquire or obtain any rights over the Trust's land shown on Replacement Sheet 3-44 of the Bill Plans except the land and airspace required for the construction retention and maintenance of the viaduct shown as part of the Work 3/36 (subject to the limits in paragraph 9.7 below).</p>
9.3	Engineering Requirements <p>9.3.1 The Promoter shall demonstrate to the reasonable satisfaction of the Trust prior to the commencement of the Specified Works at the Interface that the third party culvert running parallel to the edge of the Canal through property numbers 223, 235, 237, 253 and 254 on Replacement Sheet 3-44 of the Bill Plans not be adversely affected by the Authorised Works</p> <p>9.3.2. The requirements of Clause 10 of the Agreement will specifically cover plan approval in relation to the effects of vibration on the following Trust assets from the construction and operation of the Specified Works and mitigate such effects to the reasonable satisfaction of the Trust prior to the commencement of the Authorised Works at the Interface:</p>

	<ol style="list-style-type: none"> 1. Lock 6 – Grid Reference 419262 2947942 2. Lock 5 - Grid Reference 419156 2945514 3. Lock 4 – Grid Reference 419095 294397 4. Lock 3 – Grid Reference 419042 294307 5. Lock 2 – Grid Reference 418969 292219 6. White Bridge- Grid Reference 419267 294757 7. Marston Lane Bridge- Grid Reference 419086 294368 8. Wildays Farm Bridge – Grid Reference 418917 294161 9. Fox’s Bridge – Grid Reference 418823 294058 10. Milk Lane Culvert – Grid Reference 418615 293848 <p>9.3.3 The requirements of Clauses 9 and 10 of the Agreement will specifically cover surveys and plan approval in relation to the impact on the stability of the Canal from the fuel pipe diversion works shown as Work Number 3/45A on Replacement Sheet 3-43 of the Bill Plans and mitigate the impacts to the reasonable satisfaction of the Trust prior to the commencement of the Specified Works at the Interface.</p> <p>9.3.4 As part of its plan approval under Clause 10; the Trust shall require a minimum depth for the diverted fuel pipe equal or greater than the current depth of 4.64m below the level of the towpath.</p> <p>9.3.5 The requirements of Clauses 9 and 10 of the Agreement will specifically cover surveys and plan approval in relation to impact on the Canal and towpath from any use of the land by construction traffic in plot numbers 122, 124, 158, 168, 179 and 191 on Replacement Sheet 3-43 of the Bill Plans and mitigate the impacts on the Canal and towpath to the reasonable satisfaction of the Trust prior to the commencement of the Specified Works at the Interface.</p> <p>9.3.6 The requirements of Clauses 9 and 10 of the Agreement will specifically cover surveys and plan approval in relation to the impacts on the west bank of the Canal from the construction of the embankment situated in plot number 253 and 254 on Replacement Sheet 3-44 of the Bill Plans and shall repair and strengthen this structure to the reasonable satisfaction of the Trust prior to the commencement of the Specified Works at the Interface.</p>
<p>9.4</p>	<p>Mitigation of Pollution</p> <p>The Promoter shall locate the two construction compounds shown at plot number 191 on Replacement Sheet 3-42 and plot number 223 on Replacement Sheet 3-44 of the Bill Plans respectively at a suitable distance away from the Canal or take other measures satisfactory to the Trust to mitigate the possible adverse impacts such as - pollution, noise, dust etc., prior to the commencement of the Authorised Works at the Interface</p>
<p>9.5</p>	<p>Utility Crossings</p> <p>9.5.1 The requirements of Clause 10 of the Agreement shall specifically apply to plan approval for any proposed high voltage crossing shown over the Canal on Replacement Sheet 3-43 of the Bill Plans.</p> <p>9.5.2 The Promoter shall not exercise any power under the Bill to occupy or obtain any of the Trust’s land or rights over the Trust’s land for this utility crossing except for the crossing itself.</p>
<p>9.6</p>	<p>Design of Viaduct</p> <p>9.6.1 The Promoter will design the viaduct to provide a minimum of two clear spans to the north of the canal.</p> <p>9.6.2 The Promoter shall, as far as reasonably practicable, ensure that the depth of the bridge beam is minimised in accordance with 1.2.3 of Technical Appendix 1 with an assessment of the suitability and design of any overhead structural support being provided above the rail deck (bowstring or similar) or any other additional design feature required to minimise the depth of the bridge beam. such assessment and design to be provided to and commented on</p>

	<p>by the Trust prior to the submission of any plans or specifications to the relevant planning authority under 1.1.5 of Technical Appendix 1.</p>
9.6.3	<p>The Cuttle Mill Auto-transformer Station shall be sited as far North as is reasonably practicable to align with the as-built position of the abutment.</p>
9.7	<p>Air Draft and Headroom</p> <p>The viaduct and any utility crossing shall comply with the general towpath and air draught requirements by reference to the controlling weir at Lock 6 Bypass Weir (BF-017-005) Coordinates 419246 294725 plus an additional 150mm</p>
9.8	<p>Buried Services</p> <p>The Promoter will follow Part 2, Sections 4 and 5 of the Code of Practice in relation to any Specified Works adjacent to the fibre optic cables which are present in the towpath at this Interface</p>

INTERFACE 10

WYRLEY & ESSINGTON CANAL, CAPPERS LANE, LICHFIELD

Interface Name	Wyrley & Essington Canal
Community Forum Area Ref	CFA 22
Interface Type	Viaduct and Canal Diversion
Coordinates	414779, 309153
Post Code	WS13 8PU

Ref	Text
10.1	Use and Acquisition of Trust Property The Promoter shall not exercise their powers under the Bill to occupy or acquire any land or right over any Trust land shown on Replacement Sheet 3-65 of the Bill Plans except the land and airspace required for the construction retention and maintenance of the viaduct forming part of Work 3/48A (subject to the limits in paragraph 10.7 below.
10.2	Design of Viaduct The Promoter shall design the viaduct to frame the Canal and towpath with a vertical pier close to the back of the towpath and a vertical pier extending vertically up from the offside wall or as close as reasonably practicable to the off-side path.
10.3	Impacts on Trust Bridges 10.3.1 The Promoter shall ensure that no construction traffic uses the Trust's Bridge 83 (Plough Bridge) at Grid Reference 415173 309647 10.3.2 If required to be used by the Promoter for reasons other than its current rated purpose he shall undertake repairs and strengthening as reasonably required to the Trust's Watery Lane Bridge (located on plot AP2-1 on Replacement Sheet 3-65 of the Bill Plans) to the reasonable satisfaction of the Trust taking into account the heritage value of the bridge. 10.3.3 The Promoter shall ensure that no construction traffic uses the Trust's Brookhay Bridge (located at Grid Reference 415962 and 311806) unless it agrees a programme of repair and strengthening works with the Trust to be carried out prior to the commencement of Authorised Works at the Interface
10.4	Culvert Capacity The Promoter will consider the acquisition of the culverts owned by the Trust located at Grid Reference 414953 309950 and 414955 309948 and ensure they have sufficient capacity for any additional flows arising from the balancing ponds and other discharges shown at plot number 115 on Bill Plan Replacement Sheet 3-69
10.5	Construction of the Canal Diversion 10.5.1 Prior to the practical completion of the Specified Works at Interface, the Promoter will construct Work No. 3/86C on Replacement Sheet 23-65 (the "Canal Diversion") to the reasonable satisfaction of the Trust to enable vessels of at least 50ft in length to navigate from the Trust's Wyrley & Essington Canal along the full length of Canal Diversion.

	<p>10.5.2 The Promoter will use reasonable endeavours to construct the diversion such that it will enable a vessel of at least 50ft in length to turn around at the end of the Canal Diversion</p> <p>10.5.3 The Promoter will provide a means of access from Cappers Lane to the towpath of the Canal Diversion together with such other access arrangements as are reasonably required by the Trust for the operation and maintenance of the Canal Diversion</p> <p>10.5.4 The Promoter will include the relocation of the fibre optic cables currently running parallel with Cappers Lane into the towpath of the Canal Diversion following Part 2, Sections 4 and 5 of the Code of Practice</p> <p>10.5.5 Upon practical completion of the Canal Diversion the Promoter will transfer to the Trust at nil consideration title to the Canal Diversion, together with any land or rights acquired by the Promoter for the purposes of constructing, operating or maintaining the Canal Diversion</p>
<p>10.6</p>	<p>Protection of Lichfield Cruising Club Facilities</p> <p>The Promoter shall, as far as reasonably practicable, ensure that the design of the Authorised Works at this Interface does not compromise in any way the existing access to and use of the slipway and facilities of the Lichfield Cruising Club.</p>
<p>10.7</p>	<p>Air Draft and Headroom of Viaduct and Temporary Crossing</p> <p>The viaduct and the temporary crossing shall comply with the general towpath and air draught requirements by reference to the highest level at controlling weir at weir 8, grid reference 415967 311773 or weir 7 grid reference 414063 314031 (to be verified and confirmed by the Promoter prior to commencement of any Specified Work at the Interface)</p>
<p>10.8</p>	<p>Planting Mitigation</p> <p>10.8.1 The Promoter shall, as far as reasonably practicable, protect the hedgerow along the towpath that is affected by the Specified Works in accordance with a scheme agreed with the Trust in advance of any commencement of Authorised Works at the Interface</p> <p>10.8.2 The Promoter shall provide planting to mitigate the visual impact of the viaduct from the Canal in accordance with a scheme agreed with the Trust.</p>
<p>10.9</p>	<p>Design of Capper's Lane Underbridge</p> <p>The Promoter shall design the viaduct to frame the Canal and towpath with a vertical pier close to the back of the towpath and a vertical pier extending vertically up from the offside wall or as close as reasonably practicable to the off-side path.</p>
<p>10.10</p>	<p>Footbridge over Canal</p> <p>The requirements of Clause 10 of the Agreement will specifically cover plan approval in relation to the proposed temporary footbridge shown over the Canal on Replacement Sheet 3-69</p>

INTERFACE 11

BIRMINGHAM & WARWICK JUNCTION CANAL, BY RAILWAY BRIDGE 108A, SALTLEY, BIRMINGHAM

Interface Name	Birmingham and Warwick Junction Canal
Community Forum Area Ref	CFA 26
Interface Type	Viaduct and Road Bridge
Coordinates	409339, 288369
Post Code	B7 5RG

11.1	Use and Acquisition of Trust Land <p>11.1.1 The Promoter shall not exercise its powers under the Bill to occupy or acquire any right over the Trust's land shown on Replacement Sheet 3-112 of the Bill Plans except land or airspace required for the construction, retention or maintenance of the Saltley Canal Railway Underbridge (the "Underbridge") (subject to the limits specified in paragraph 11.5 below.</p> <p>11.1.2 The Promoter shall not exercise its powers under the Bill to occupy or acquire any right over the Trust's land shown on Replacement Sheet 3-114, 3-115 and Replacement Sheet 3-115a of the Bill Plans except the land and airspace required construction, retention and maintenance of the Saltley Viaduct (the "Raised Road Bridge") (subject to the limits specified in paragraph 11.5 below.</p>
11.2	Relocation of Artillery Street Feeder <p>11.2.1 If the Artillery Street feeder shown in plot number 275 of Replacement Sheet 3-114 to the location shown as Work Number 3/222 on Replacement Sheet 3-114 is required to be moved the Promoter shall ensure that the relocated feeder is fully operational to the satisfaction of the Trust prior to commencement of the Specified Works at the Interface</p> <p>11.2.2 The Promoter shall secure necessary third party consents and permits to allow the Trust access (pedestrians and 18T gross vehicle weight vehicles) to the relocated feeder for maintenance and inspection purposes prior to the commencement of the Authorised Works at the Interface</p> <p>11.2.3 The Promoter shall ensure, as far as reasonably practicable, that water supply provided by the existing Artillery Street feeder is maintained at all times until the relocated feeder is fully operational.</p>
11.3	River Rea Overflow Realignment <p>11.3.1 The requirements of Clause 10 of the Agreement will specifically cover plan approval in relation to effects on the stability of the Canal arising from the River Rea Overflow realignment shown as Work Number 3/217 on Replacement Sheet 3-112 of the Bill Plans</p> <p>11.3.2 The Promoter will provide reasonable satisfaction to the Trust that there will be no adverse impact on stability of the Canal arising from the River Rea Overflow and will undertake any strengthening/repairs works as required by the Trust prior to the commencement of the Specified Works at the Interface.</p>

11.4	<p>Air Draft and Headroom for the Railway Underbridge</p> <p>The Railway Underbridge shall comply with the general towpath and air draught requirements and shall be no less than the adjacent existing railway bridge</p>
11.5	<p>Air Draft and Headroom of the Raised Road Bridge</p> <p>Saltley Viaduct shown in property number 285 of Replacement Sheet 3-114 of the Bill Plans (the "Raised Road Bridge") shall comply with the general towpath and air draught requirements by reference to the controlling weir at the higher of weir 1 (grid reference 409739 290013) or Saltley Top Lock Bypass (grid reference 409112 287020) plus 150mm, to be verified and confirmed by the Promoter prior to commencement of any Specified Work at the Interface</p>
11.6	<p>Design of Saltley Canal Railway Underbridge</p> <p>11.6.1 The Promoter shall design the Underbridge with an abutment extending from the off-side wall and an abutment on the towpath side extending from the rear of the towpath to form a surfaced area no less than the existing tow path width.</p> <p>11.6.2 The abutments of the Underbridge shall be enclosed to keep views from under the Crossing to adjacent areas either side of the Canal to a practicable minimum.</p> <p>11.6.3 The deck of the Underbridge shall as far as is reasonably practicable include a least one light well as large as is reasonably practicable.</p>
11.7	<p>Towpath Works</p> <p>The Promoter shall carry out works to the full extent of the towpath (from the back of the existing brick coping to the brick retaining wall to the rear of the towpath) from directly below the southern side of the Saltley Viaduct to directly below the northern side of the existing rail crossings as reasonably approved by the Trust</p>
11.8	<p>Design of Raised Saltley Viaduct</p> <p>11.8.1 The Promoter will design the Raised Road Bridge so that the piers will be set back behind the existing tree line to form a single clear span over the Canal and towpath.</p> <p>11.8.2 The abutments of the Crossing shall be enclosed to keep views from under the Crossing to adjacent areas either side of the Canal to a practicable minimum.</p> <p>11.8.3 The abutment on the towpath side of the Canal shall be located in a position to allow for a towpath surfaced area no less than the existing tow path width.</p> <p>11.8.4 The requirements of Clause 10 of the Agreement will specifically apply to cover the treatment of the area between the abutment on the towpath side and the towpath itself.</p> <p>11.8.5 The abutment on the off-side of the Canal shall as far as is reasonably practicable be located in line with the existing off side canal wall and extend up directly from the top of the off-side wall</p>
11.9	<p>Buried Services</p> <p>The Promoter shall follow Part 2, Sections 4 and 5 of the Code of Practice in relation to any Specified Works adjacent to the fibre optic cables in the towpath at this Interface.</p>

11.10 Re-Location of Overhead Power Lines

The requirements of Clause 10 of the Agreement will specifically cover plan approval in relation to any Specified Works in relation to the re-location underground of the overhead power lines shown in property numbers AP4-2 to AP-19 on Replacement Sheet 3-115

INTERFACE 12

BIRMINGHAM & WARWICK JUNCTION CANAL, DIGBETH BRANCH NR CURZON STREET, BIRMINGHAM

Interface Name	Birmingham and Warwick Junction Canal
Community Forum Area Ref	CFA 26
Interface Type	Viaduct
Coordinates	408124, 287131
Post Code	B9 4BA

Ref	Text
12.1	Trust Involvement in Curzon Street Steering Group The Promoter shall, as far as reasonably practicable, continue to involve the Trust in the Birmingham Curzon Street Steering Group or other stakeholder group set up to consider design issues around Curzon Street Station (the "Steering Group").
12.2	Design of Curzon Street No 3 Viaduct 12.2.1 The Promoter will design the viaduct with piers, extending from the eastern extent of the towpath to the top of the off-side wall on the western bank, avoiding alcoves and views laterally at a pedestrian level, east and west under the railway from underneath the crossing. 12.2.2 The Promoter will provide light wells in the deck of the viaduct of dimensions to be agreed with the Trust (acting reasonably)
12.3	Relocation of Proposed Access Ramp to the Under-Station Parking The Promoter recognises the Trusts desirability, for the purpose of regeneration of the area of the relocation away from the Canal of the proposed access ramp leading down alongside the west of the Canal from Curzon Street to the proposed under-station parking (shown on Map Number CT-06-141 of Mapbook 26 of the Environment Statement) and shall engage in this regard, as far as reasonably practicable, in the context of the Steering Group
12.4	Relocation of Access Road to the Rail Maintenance Depot and Balancing Pond The Promoter recognises the Trusts desirability, for the purpose of regeneration of the area , the relocation away from the Canal of the proposed access road and balancing pond currently proposed alongside the east of the Canal between Curzon Street and the rail maintenance depot (shown on Map Number CT-06-141 of Mapbook 26 of the Environment Statement) and shall engage in this regard, as far as reasonably practicable, in the context of the Steering Group.
12.5	Air Draft and Headroom The viaduct shall comply with the general towpath and air draught requirements by reference to the controlling weir at Shaft 19, Bordesley Junction, co-ordinates 40824 286419
12.6	Future Maintenance Liability The Promoter shall as far as reasonably practicable design the Viaduct such that it does not impose any additional cost on the Trust's future maintenance or replacement requirements and will

	compensate the Trust upon completion for any reasonable and demonstrable additional cost that may be incurred by the Trust in this respect.
12.7	Viaduct Satellite Compound The Promoter shall, as far as reasonably practicable, mitigate the impact of vibration and loading on the Canal from plant using the Viaduct Satellite Compound and access road on Map Number CT-05-141 of Mapbook 26 of the Environment Statement to the reasonable satisfaction of the Trust prior to the commencement of the Specified Works at this Interface.
12.8	Use and Acquisition of Trust Land The Promoter shall not exercise its powers under the Bill to occupy or acquire any land or rights over the Trust's land as shown on Replacement Sheet 3-116 of the Bill Plans except the land and airspace required for the construction, retention or maintenance of the viaduct for Work Number 3-205 (subject to the limits in paragraph 12.5).

INTERFACE 13

TRENT AND MERSEY CANAL, NEAR FRADLEY JUNCTION

Interface Name	Trent and Mersey Canal
Community Forum Area Ref	CFA 22
Interface Type	Viaduct and Earthworks
Coordinates	413364 313502
Post Code	DE13 7DN

13.1	Use and Acquisition of the Trust's Land The Promoter shall not exercise its powers under the Bill to occupy or acquire and land or rights over the land of the Trust shown on Replacement Sheet 3-74 or Replacement Sheet 3-75 other than for the construction, retention and maintenance of the viaduct over the Trent & Mersey Canal shown as Work No 3/48A and 98/A
13.2	Autotransformer Station The auto-transformer station shown on Map CT-06-126 of Mapbook 22 of the Environment Statement is to be screened to the reasonable satisfaction of the Trust prior to practical completion of the Authorised Works at the Interface.
13.3	Design of Viaduct over the Trent & Mersey Canal The Promoter shall design the Crossing to frame the Canal and towpath with a vertical pier close to the back of the towpath and a vertical pier extending vertically up from the offside wall
13.4	Landscape Works 13.4.1 The requirements of Clause 10 of the Agreement will specifically apply to cover plan approval for compensation planting and other visual mitigation measures in order to maintain the enclosed visual corridor approaching the Crossing in accordance with 1.3 of Technical Appendix 1 with a locally appropriate woodland mix. 13.4.2 The Promoter shall, as far as reasonably practicable, restore the length of hedgerow along the towpath this is affected by the Specified Works according to a scheme reasonably agreed by the Trust in advance of the commencement of the Specified Works at the Interface.
13.5	Air Draft and Headroom – Trent & Mersey Canal North Viaduct The viaduct shall comply with the general towpath and air draught requirements by reference to the controlling weir at Shadehouse Lock (TM-110-004) coordinates 4137013 313809
13.6	Wood End Lane In consultation with the Trust, the local highway authority and other affected parties, the Promoter shall carry out a further review of the current proposed alignment of Wood End Lane shown on CT-06-127 (AP2) of ES CFA Map Book 22, to establish the feasibility (in highway safety terms) of taking Wood End Lane to the south of the railway for the section of road that is currently shown passing to the north of the railway and near to the southern side of the Trent & Mersey Canal.

Provided that a feasible alternative route can be established which can be delivered within the Bill powers and without any significant delay or increase in cost, to submit this alternative for the approval of the local highway authority under Schedule 4 of the Bill and the relevant planning authority under Schedule 16 of the Bill and to use reasonable endeavours to secure these approvals.

Such reasonable endeavours will include:

1. the inclusion of costs of the local highway authority incurred in connection with any pumped drainage system required in connection with the re-aligned road in any preliminary assessment with the Department of Transport for the purposes of paragraph 10.5 of Paper E29 (Future Highway Maintenance Responsibilities);
2. the inclusion of such costs in the new burdens assessment to be carried out as set out in paragraph 10.4 of Paper E29; and
3. at the request of the highways authority to use reasonable endeavours to negotiate a collateral warranty for the benefit of the highway authority in respect of any pumped drainage system as referred to in paragraph 12.1 of Paper E29;

INTERFACE 14

SLOUGH ARM, HEATHROW EXPRESS DEPOT

Interface Name	Slough Arm
Community Forum Area Ref	Volume 4 – Off-Route Effects Map Book
Interface Type	Construction Impacts
Coordinates	
Post Code	

14.1	Use and Acquisition of the Trust's Land <p>The Promoter shall not exercise its powers under the Bill to occupy or acquire and land or rights over the land of the Trust shown on plot AP2-21 of Additional Sheet 8-02 of the Bill Plans other than for a temporary construction access and works associates with Work Number 4-7.</p>
14.2	Impact on Canal Embankment <p>The requirements of Clause 9 and 10 of the Agreement shall specifically apply to surveys and plan approval in respect of any Specified Works adjacent to the Canal embankment shown on Sheet 8-02 of the Bill Plans.</p>
14.3	Re-Alignment of Road over Hollow Hill Lane Bridge <p>The Promoter shall consider the need to extend the proposed re-alignment of Hollow Hill Lane (as shown on Map Number CT-06-154 of the ES Volume 4 Map Book) to include the road carried by Hollow Hill Lane Bridge over the Canal in the context of pedestrian safety subject to the extent of the Bill powers and the requirements of the highway authority.</p>
14.4	Horton Brook Culvert Capacity <p>The requirements of Clause 10 shall specifically apply to plan approval in respect of any proposed diversion of Horton Brook (as shown on Map Number CT-06-154) with respect to any increase in flows through the culvert carrying Horton Brook under the Canal</p>
14.5	Impacts on Residential Moorings <p>The requirements of the EMR's and Code of Construction Practice shall apply to the residential and leisure moorings at the mooring site operated by High Line Yachting Limited.</p>
14.6	Re-Location of Main Compound and Material Stockpile <p>The Promoter will endeavour, as far as reasonably practicable, to locate the Heathrow Express Depot Main Compound and adjacent temporary material stockpile (both shown on Map Number CT-05-154 of the ES Volume 4 Map Book) away from the Canal in order to mitigate the impacts on the moorings and other canal users</p>
14.7	Landscaping Works <p>The requirements of Clause 10 shall specifically apply to plan approval in respect of vegetation planting along the towpath side of the Canal to mitigate the impacts of the Specified Works on the moorings and other canal users.</p>

14.8

Buried Services

The Promoter will follow Part 2, Sections 4 and 5 of the Code of Practice in relation to any Specified Works adjacent to the fibre optic cables in the towpath at this Interface.