

1.	Claimants
2.	Rohan Perinpanayagam
3.	First
4.	RP2
5.	Date: 15 June 2020

Claim No: PT-2018-000098

**IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS
PROPERTY, TRUSTS AND PROBATE LIST (ChD)**

B E T W E E N:

(1) THE SECRETARY OF STATE FOR TRANSPORT

(2) HIGH SPEED TWO (HS2) LTD

Claimants/Applicants

-and-

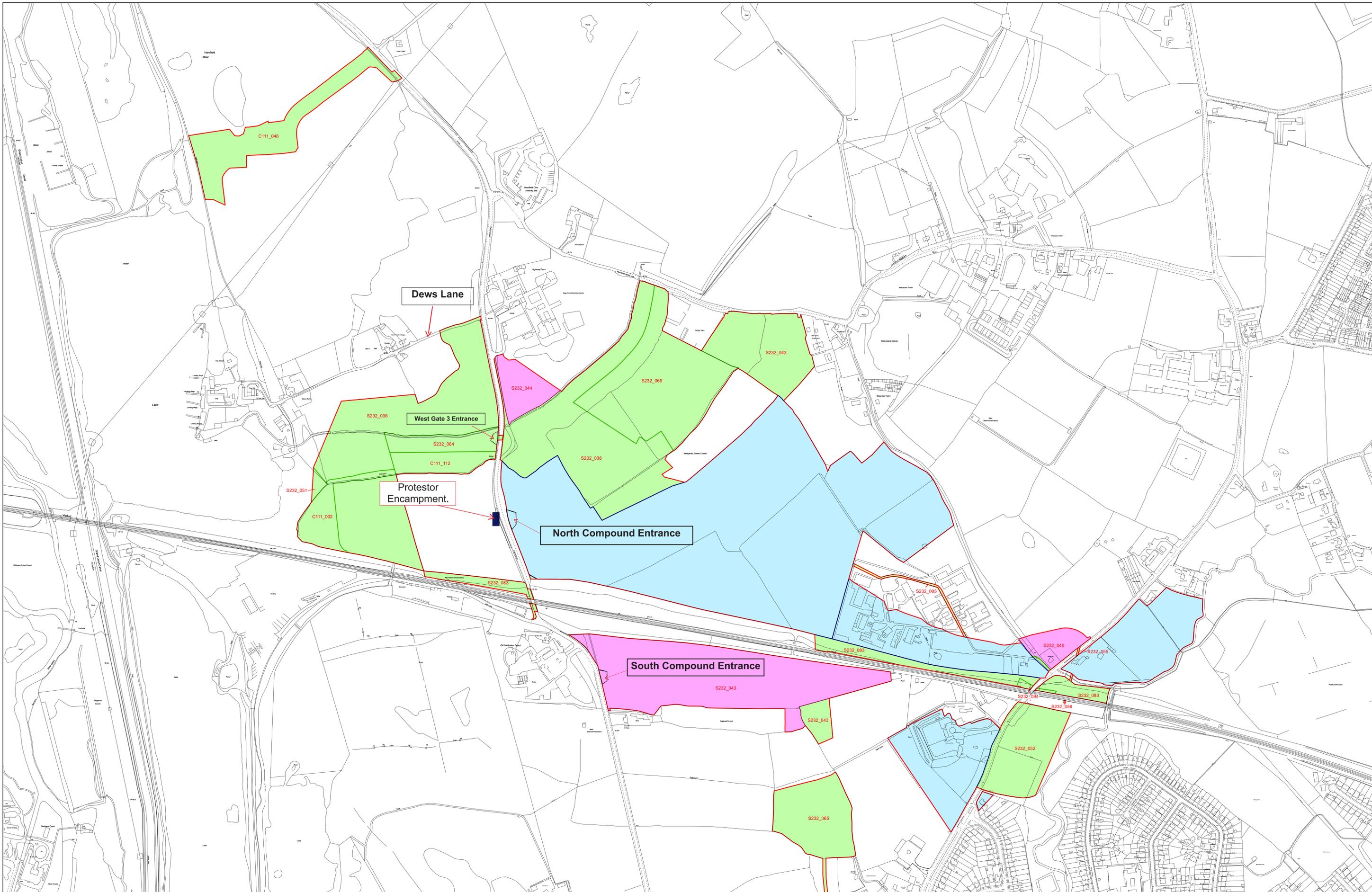
(1) PERSONS UNKNOWN ENTERING OR REMAINING WITHOUT THE CONSENT OF THE CLAIMANT(S) ON LAND AT HARVIL ROAD, HAREFIELD IN THE LONDON BOROUGH OF HILLINGDON SHOWN COLOURED GREEN, BLUE AND PINK AND EDGED IN RED ON THE PLANS ANNEXED TO THE AMENDED CLAIM FORM

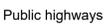
(2) PERSONS UNKNOWN SUBSTANTIALLY INTERFERING WITH THE PASSAGE BY THE CLAIMANTS AND THEIR AGENTS, SERVANTS, CONTRACTORS, SUB-CONTRACTORS, GROUP COMPANIES, LICENSEES, INVITEES OR EMPLOYEES WITH OR WITHOUT VEHICLES, MATERIALS AND EQUIPMENT BETWEEN THE PUBLIC HIGHWAY AT HARVIL ROAD, HAREFIELD IN THE LONDON BOROUGH OF HILLINGDON SHOWN COLOURED ORANGE AND THE LAND AT HARVIL ROAD SHOWN COLOURED GREEN, BLUE AND PINK AND EDGED IN RED ON THE PLANS ANNEXED TO THE AMENDED CLAIM FORM

(3) to (33) THE NAMED DEFENDANTS LISTED IN THE SCHEDULE TO THE ORDER OF THE HON MR JUSTICE FANCOURT DATED 21 MAY 2020

Defendants / Respondents

**EXHIBIT "RP2" TO THE
SECOND WITNESS STATEMENT OF ROHAN PERINPANAYAGAM**



	Schedule 16 notice served and possessed or entitled to possess		Public highways
	Acquired by agreement or through discretionary schemes or statutory blight	Map Name	Plan A
	GVD		

Map Name
Plan A

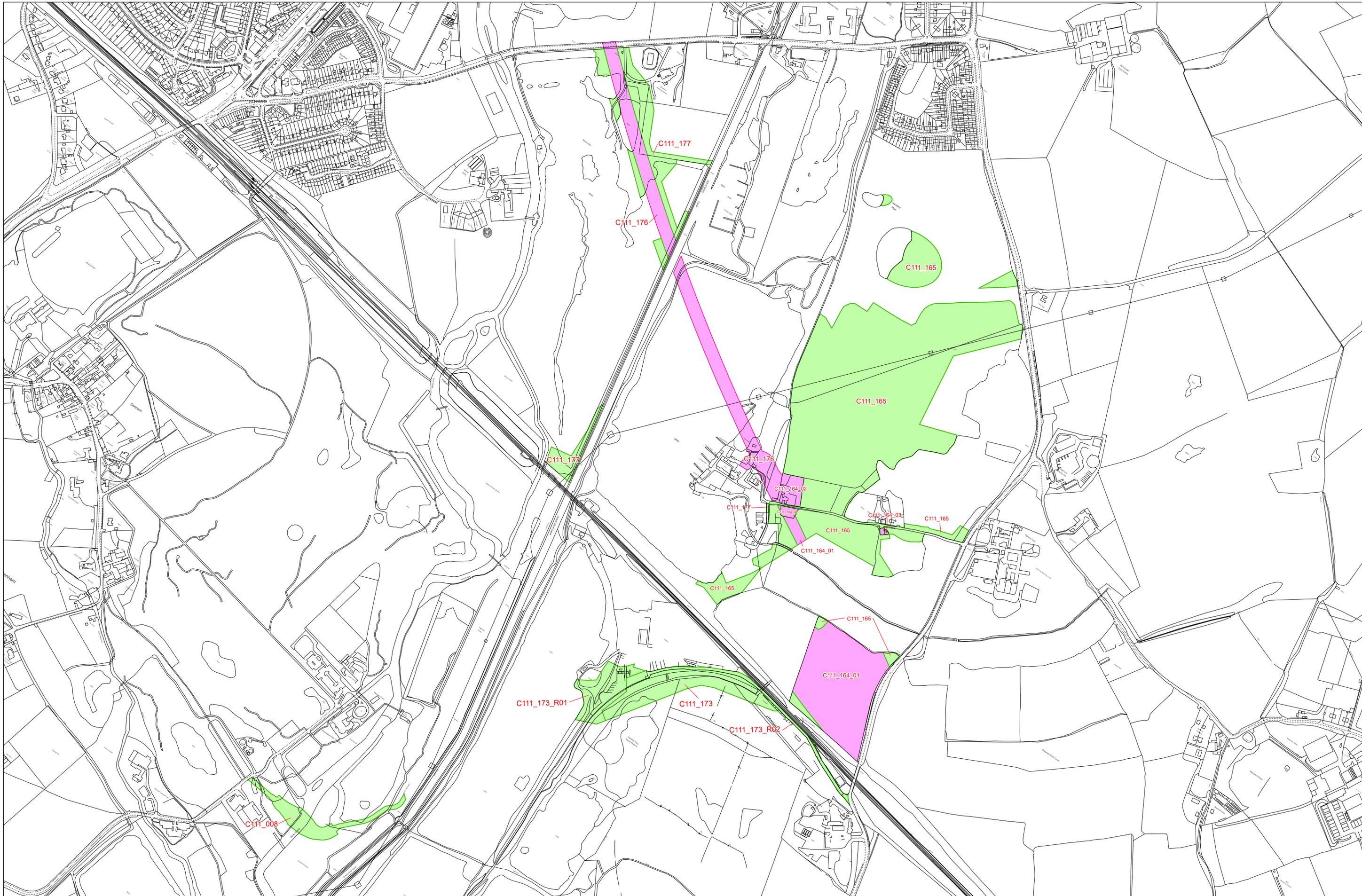
HS2
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Doc Number:
 Date: 18/04/2019


 Scale at A0: 1:2,500
 0 20 40 60 80
 Metres



	Schedule 16 notice served and possessed or entitled to possess
	GVD

Rev	Date	Description	By	App
1.0	16/06/20	Draft	SM	AA

Map Name
 Additional Land Plan

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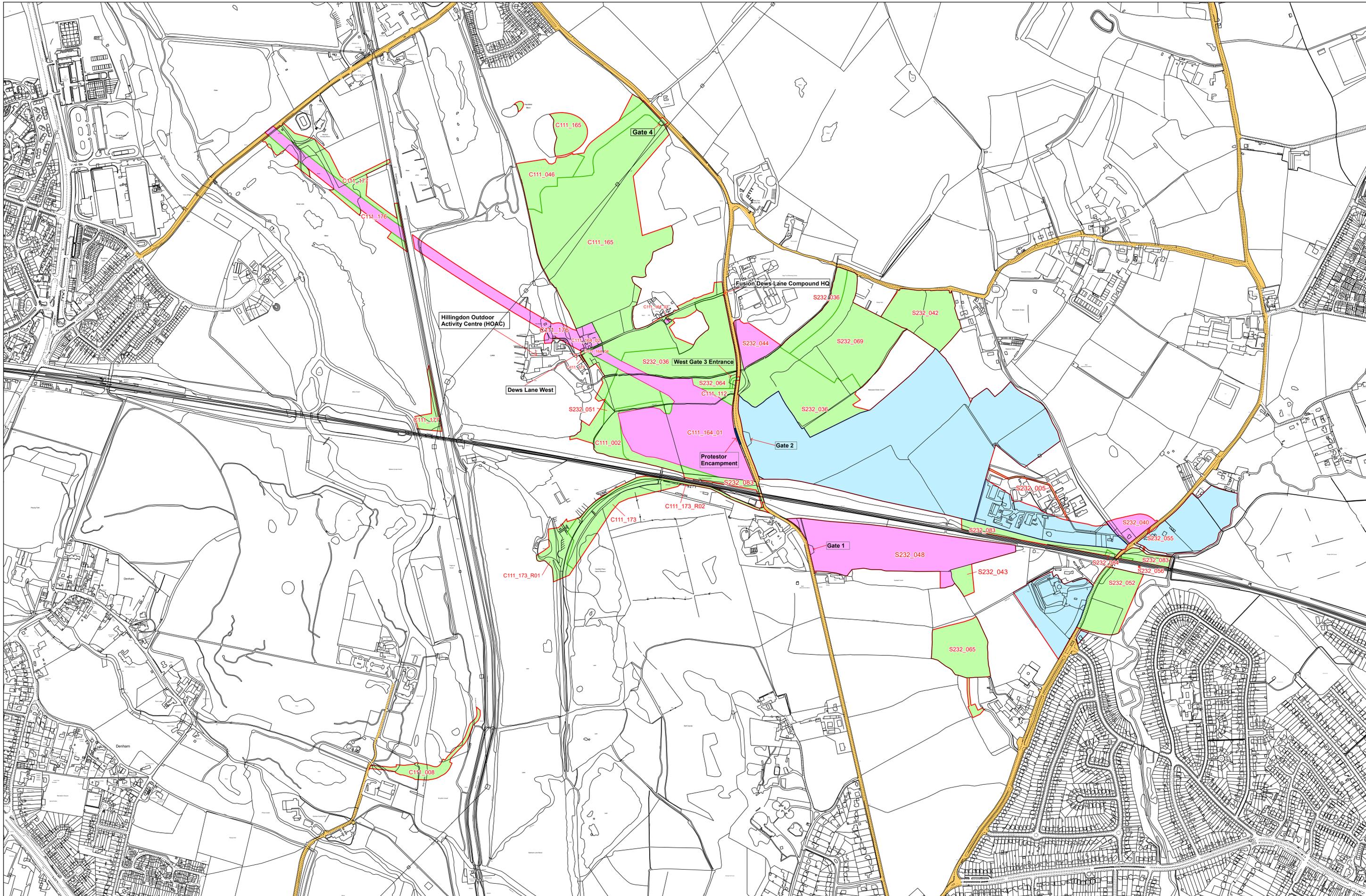
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Doc Number: Date: 16/06/2020

Scale at A0: 1:2,750



Metres



- Schedule 16 notice served and possessed or entitled to possess
- Acquired by agreement or through discretionary schemes or statutory blight
- GVD
- Public Highways

Map Name
Plan A

HS2 Registered office: Two Souths, Stone Hill Gardens, Birmingham B15 2JQ. Company registration number: 02070166. VAT registration number: 914 612 216.

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Doc Number: **15/06/2020**

Scale at A0: 1:3,500
0 20 40 60 80
Metres





Claim No: PT-2018-000098 24 May 2019

**IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS
PROPERTY, TRUSTS AND PROBATE LIST (ChD)**

PT-2018-000098

Before: David Holland QC (sitting as a deputy judge of the High Court)

On: 13th, 14th and 16th May 2019

B E T W E E N:

(1) THE SECRETARY OF STATE FOR TRANSPORT

(2) HIGH SPEED TWO (HS2) LTD

Claimants/Applicants

-and-

(1) PERSONS UNKNOWN ENTERING OR REMAINING WITHOUT THE CONSENT OF THE CLAIMANT(S) ON LAND AT HARVIL ROAD, HAREFIELD IN THE LONDON BOROUGH OF HILLINGDON SHOWN COLOURED GREEN, BLUE AND PINK AND EDGED IN RED ON THE PLANS ANNEXED TO THE AMENDED CLAIM FORM

(2) PERSONS UNKNOWN SUBSTANTIALLY INTERFERING WITH THE PASSAGE BY THE CLAIMANTS AND THEIR AGENTS, SERVANTS, CONTRACTORS, SUB-CONTRACTORS, GROUP COMPANIES, LICENSEES, INVITEES OR EMPLOYEES WITH OR WITHOUT VEHICLES, MATERIALS AND EQUIPMENT BETWEEN THE PUBLIC HIGHWAY AT HARVIL ROAD, HAREFIELD IN THE LONDON BOROUGH OF HILLINGDON SHOWN COLOURED ORANGE AND THE LAND AT HARVIL ROAD SHOWN COLOURED GREEN, BLUE AND PINK AND EDGED IN RED ON THE PLANS ANNEXED TO THE AMENDED CLAIM FORM

(3) SARAH GREEN

(4) MARK KEIR

(5) GRAHAM MARSH

(6) SOFIA KAZI

(7) THORN RAMSAY

(8) VAJDA ROBERT MORDECHAJ

Defendants / Respondents

ORDER

PENAL NOTICE

IF YOU THE WITHIN NAMED DEFENDANTS OR ANY OF YOU DISOBEY THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED

IMPORTANT NOTICE TO THE DEFENDANTS

This Order prohibits you from doing the acts set out in this Order. You should read it very carefully. You are advised to consult a solicitor as soon as possible. You have the right to ask the Court to vary or discharge this Order.

UPON the Claimants' application by Application Notice dated 25 April 2019 ("the **Application**")

AND UPON the Claimants withdrawing their application to add Laura (aka Lora) Hughes as the Ninth Defendant to these proceedings

AND UPON hearing: (i) Tom Roscoe, counsel for the Claimants; (ii) the Third Defendant, Sarah Green, in person; (iii) Paul Powlesland, counsel for the Fourth Defendant; and (iv) the Eighth Defendant, Vajda Robert Mordechaj, in person, and Sarah Green, Mark Keir and Vajda Robert Mordechaj being present in Court upon the making of this Order

AND UPON the Court accepting the Claimants' undertaking that the Claimants will comply with any order for compensation which the Court might make in the event that the Court later finds that this Order has caused loss to a Defendant and the court finds that the Defendant ought to be compensated for that loss

AND UPON the Claimants confirming that this Order is not intended to prohibit continued occupation of the "Protestor Encampment" on Harvil Road, marked on the Plan annexed to this order ("the **Plan**")

AND UPON the Claimants confirming that they were not seeking their costs of the hearing on 13th, 14th and 16th May 2019 against any named defendant

IT IS ORDERED THAT:

Amendment & Parties

1. The Claimants have permission: (i) to amend the names of the First and Second Defendants to the form set out in the heading to this Order; and (ii) to amend the Claim Form in these proceedings to the form of the draft Amended Claim Form appended to the Application.

2. The Third to Eight Defendants be removed as parties, with no order as to costs of the proceedings against them.
3. The said amendments and additional and removal of parties shall take effect immediately, and further service of the Amended Claim Form is dispensed with.

Service by Alternative Method

4. Pursuant to CPR r. 6.27, the steps that the Claimant has taken to bring the Application to the attention of the Defendants, as outlined in the Fourth Witness Statement of Ms Julie Dilcock dated 8 May 2019 shall amount to good and proper service of the proceedings on the Defendants and each of them.

Injunctions

5. Upon service of this Order in accordance with paragraphs 10 to 14 below, the injunctions at paragraphs 2 to 4 of the Order of this Court in these proceedings dated 19 February 2018 shall be discharged and shall be replaced with the injunctions at paragraphs 6 to 9 below.
6. With immediate effect, and save in exercise of a right to pass and repass over public footpaths or bridleways crossing the land and save for passage over the lane known as and marked on the Plan annexed to this order (“the **Plan**”) as Dews Lane, the First Defendant and each of them are forbidden, without the consent of the First or Second Claimant, from entering or remaining upon “Land at Harvil Road”, being the land shaded green, blue and pink and outlined red on the Plan (“the **Harvil Road Site**”). Further:
 - 6.1 This paragraph of this Order shall, for the avoidance of doubt, apply to the splays, or bell-mouth areas, for access and egress between the Harvil Road Site and the public highway at the vehicular entrances marked on the Plan as “West Gate 3 Entrance”, “North Compound Entrance” and “South Compound Entrance” (“the **Vehicular Entrances**”).
 - 6.2 For the purposes of this Order the areas of concrete hard standing immediately adjacent to the main carriageway of the public highway at each of the Vehicular Entrances shall **NOT** be treated as part of the

Harvil Road Site, but the areas of the bell-mouths between that concrete hard standing and the gates at the Vehicular Entrances **SHALL** be treated as part of the Harvil Road Site and covered by this paragraph of the Order.

- 6.3 The Claimants shall seek, so far as reasonably practicable, to demark that boundary by some physical line or mark or other feature on the ground.
7. With immediate effect, the Second Defendant and each of them are forbidden from substantially interfering with the Claimants' and/or their agents', servants', contractors', sub-contractors', group companies', licensees', invitees' or employees' access to (or egress from) the Harvil Road Site (or any part of it) from (or to) the public highway at Harvil Road, Harefield in the London Borough of Hillingdon.
8. For the purposes of paragraph 7, acts of substantial inference shall include (but not necessarily be limited to):
 - 8.1 climbing onto or underneath vehicles;
 - 8.2 attaching persons or objects to vehicles;
 - 8.3 standing, sitting or lying in front of vehicles;
 - 8.4 attaching persons to other persons or objects so as to create an obstruction of the public highway or the splay or bell-mouth areas at the Vehicular Entrances;
 - 8.5 attaching persons or objects to the gates at the Vehicular Entrances.
9. The orders at paragraphs 6 to 8 above shall:
 - 9.1 apply to the individuals who were formerly the Third to Eighth Defendants if and to the extent that their actions bring them within the descriptions of the First and/or Second Defendants; and
 - 9.2 remain in effect until trial or further order or, if earlier, a long-stop date of 1 June 2020.

Service of the Order

10. Pursuant to CPR r. 6.27 and r. 81.8 service of this Order on the First and Second Defendants shall be dealt with as follows:
 - 10.1 The Claimants shall affix sealed copies of this Order in transparent envelopes to posts, gates, fences and hedges at conspicuous locations around the Harvil Road Site, including at and opposite the Vehicular Entrances.
 - 10.2 The Claimants shall position signs, no smaller than A3 in size, advertising the existence of this order and providing the Claimant's solicitors contact details in case of requests for a copy of the order or further information in relation to it.
 - 10.3 The Claimants shall also leave sealed copies of this Order at the protestor campsite marked on the Plan.
 - 10.4 The Claimants shall further advertise the existence of this order in a prominent location on the websites: (i) <https://hs2inhillington.commonplace.is/>; and (ii) <https://www.gov.uk/government/organisations/high-speed-two-limited>, together with a link to download an electronic copy of this Order.
11. The taking of such steps shall be good and sufficient service of this Order on the First and Second Defendants and each of them.
12. This Order shall be deemed served on those Defendants the date that the last of the above steps is taken, and shall be verified by a certificate of service.
13. The Claimants shall from-time-to-time (and no less frequently than every 28 days) confirm that copies of the orders and signs referred to at paragraphs 5.1 and 5.2 remain in place and legible, and, if not, shall replace them as soon as reasonably practical.
14. The Court will provide sealed copies of this Order to the Claimants' solicitors for service (whose details are set out below).

Further directions

15. No Defendant shall be required to file an acknowledgment of service. Further:
 - 15.1 Any Defendant (or individual who does or may by their future acts or conduct fall within the definition of the First or Second Defendant) who wishes to contest the claim as amended shall file and serve on the Claimant's solicitor an acknowledgement of service on the Claimant's solicitors (whose details are set out below) and a witness statement outlining their interest in this matter and the nature of or grounds for that contest by 4pm on 13 June 2019.
 - 15.2 In the case of an individual who is not already named as a Defendant, that person must provide their full name and address, an address for service, and must also apply to be joined as a named defendant to the proceedings at the same time.
16. The Defendants or any other person affected by this order may apply to the Court at any time to vary or discharge it but if they wish to do so they must inform the Claimants' solicitors immediately (and in any event not less than 48 hours before the hearing of any such application).
17. Any person applying to vary or discharge this order must provide their full name and address, an address for service, and must also apply to be joined as a named defendant to the proceedings at the same time.
18. In the event that any acknowledgments of service or applications are filed or served pursuant to paragraph 15 above, the Claimants shall notify the Court in writing and seek the listing of a directions hearing.
19. The Claimants have liberty to apply to extend or vary this Order or for further directions.
20. Save as provided for above, the Claim be stayed generally with liberty to restore.

Costs

21. There shall be no order as to the costs of these proceedings to date.

22. If the Claimants intend to seek a costs order against any person in respect of any future applications in these proceedings or any future hearing, then they shall seek to give reasonable advance notice of that fact to that person.

Communications with the Court

23. All communications to the Court about this Order (which should quote the case number) should be sent to:

Court Manager
High Court of Justice
Chancery Division
Rolls Building
7 Rolls Building
Fetter Lane
London
EC4A 1NL

The telephone number is 020 7947 7501. The officer are open weekdays 10.00am to 4.30pm.

The out of hours telephone number (for urgent business only) is 020 7947 6260.

24. The Claimants' solicitors and their contact details are:

Eversheds Sutherland (International) LLP of:

1 Callaghan Square
Cardiff
CF10 5BT

DX: 33016 Cardiff

Tel: 020 7497 9797

Ref: DILCOCJ/335547-000045

AND UPON the Fourth Defendant's application, made orally by Mr Powlesland, for permission to appeal

25. Permission to appeal is refused

26. **This order will be served by the Claimant on the Defendants**

Service of the order

The Court has provided a sealed copy of this order to the serving party:

Eversheds Sutherland (International) LLP of:

1 Callaghan Square
Cardiff
CF10 5BT

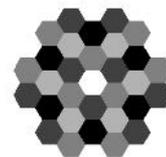
DX: 33016 Cardiff

Tel: 020 7497 9797

Ref: DILCOJ/335547-000045

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number AGL492136

Edition date 15.11.2019

- This official copy shows the entries on the register of title on 10 MAR 2020 at 12:34:15.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 10 Mar 2020.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Wales Office.

A: Property Register

This register describes the land and estate comprised in the title.

HILLINGDON

- 1 (13.07.1939) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the west side of Harvil Road, Harefield, Uxbridge.
- 2 (30.10.2019) The mines and minerals together with ancillary powers of working are excepted (paragraph 4(2) of Schedule 6 of the High Speed Rail (London - West Midlands) Act 2017)
- 3 The pumping main and the electricity line and apparatus in the positions approximately indicated on the title plan by a brown broken line and a blue broken line respectively are excluded from the title and no right is included in this title which is inconsistent with the following clause in a conveyance of this land dated the 4th of July 1939 by Leslie Stuart Rose and others (the personal representatives of George Rose who died on the 28th of February 1938 and therein called the Vendors) to the County Council of the Administrative County of Middlesex.

"IT IS HEREBY FURTHER DECLARED by the parties hereto that no right of light or air or other easement shall pass or be deemed to pass by virtue of this Conveyance which shall in any way prevent or interfere with the development of the adjoining land now held by the Vendors as such Personal Representatives as aforesaid for building purposes or prevent the Vendors their successors or assigns from erecting buildings thereon as they may think fit."
- 4 The land has the benefit of the following rights reserved by the Transfer dated 22 October 1990 referred to in the Charges Register:-

"THE property is transferred:-

Subject to the rights specified in the Second Schedule to this Transfer

THE SECOND SCHEDULE

1. All rights of way and passage of water gas or other piped fuel the drainage and disposal of water sewage smoke or fumes the use and maintenance of the pipes and installations for the said passage drainage and disposal hereby specified and the use and maintenance of cables and other installations for the supply of electricity (and for the use of any telephone) or the receipt directly or by landline of

A: Property Register continued

visual or other wireless transmission and which serve not only the Property but also adjoining or neighbouring properties and the right of support for any buildings or any part of a building and the access of light and air to any building or part of a building All to the extent that the same are necessary as specified in paragraph 2(2) of the Sixth Schedule to the Act TOGETHER with the right of entry for the Council and all persons authorised by it and the owners and occupiers of such adjoining or neighbouring properties onto the Property or any part thereof for the purpose of inspecting repairing maintaining and cleansing the said pipes installations and cables used jointly with the Property the persons exercising such rights doing as little damage as possible and making good all damage done occasioned to the Property by the exercise of such rights

3. The right for the Council and its successors and assigns within 80 years after the date of this Transfer to connect up any such pipes installations and cables as are referred to in paragraph 1 above.

PROVIDED that the exercise of all rights specified in paragraphs 1 2 and 3 of the Schedule shall be subject to the contribution by those claiming to exercise the same of a share of reasonable costs on a like basis to that specified in the proviso to the First Schedule hereto"

5 The land has the benefit of the rights reserved by the Transfer dated 17 December 1990 referred to in the Charges Register which rights are identical with those reserved by the Transfer dated 22 October 1990 referred to above.

6 The land has the benefit of the rights reserved by the Transfer dated 19 August 2002 referred to in the Charges Register which rights are identical with those reserved by the Transfer dated 22 October 1990 referred to above.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (30.10.2019) PROPRIETOR: THE SECRETARY OF STATE FOR TRANSPORT of The Department for Transport, Great Minster House, 33 Horseferry Road, London SW1P 4DR.

C: Charges Register

This register contains any charges and other matters that affect the land.

1 The following Conveyances of the land referred to below contain restrictive covenants by the Vendor affecting respectively the land in this title or the parts thereof referred to in such Conveyances:-

29.1.1930	Harefield Place and	1. George Rose (Vendor)
adjacent land		2. Barclays Bank Limited
containing 22a.2r.Op.		3. Horatio Greenfield
or thereabouts.		(Purchaser)

28.11.1935	Tinted mauve on	1. George Rose (Vendor)
the title plan		2. The North Central
Wagon Company Limited		
		3. Harmans Uxbridge
Brewery Limited		
(Purchasers)		

Copies of the covenants above referred to are set out in the Schedule of Restrictive Covenants hereto.

2 The roadways or strips of land tinted blue on the title Plan are

C: Charges Register continued

subject to rights of way.

3 So far as affected thereby the land in this title together with other land of greater value is subject to an annual payment of £24 to the Perpetual Curate of Harefield but with the benefit of a covenant contained in a Deed dated 17 October 1877 made between (1) Charles Newdigate Newdegate and (2) Henry Richard Cox whereby the said annual sum was made payable in respect of other land in exoneration of the land in this title.

4 The part of the land affected thereby is subject to rights in connection with a pumping main in the position approximately indicated on the title plan by a broken brown line granted by a Deed dated 15 March 1929 made between George Rose (therein called the Vendor) of the first part Barclays Bank Limited of the second part and the Rural District Council of Uxbridge (therein called the Council) of the third part and to the covenant on the part of the said George Rose therein contained.

NOTE: Copy deed filed under MX119237.

5 The land is subject with other land to a perpetual annual rentcharge of £24 created by a deed dated the 17th October 1877 made between Charles Newdigate Newdegate of the one part and Henry Richard Cox of the other part in favour of the perpetual curate of Harefield.

6 A Conveyance dated 28 November 1935 made between (1) George Rose and his mortgagees and (2) Harmans Uxbridge Brewery Limited contains the following covenants:-

not at any time hereafter to use or permit to be used the premises or any part thereof or any building now or hereafter to be erected thereon for the trade or business of a licensed victualler or seller of beer and/or wines and spirits.

7 The parts of the land affected thereby are subject to the rights to lay construct erect use maintain and renew mains or pipes for the transmission or storage of gas or other materials and all necessary apparatus ancillary thereto granted by a Deed dated 23 February 1972 made between (1) The Mayor Aldermen and Burgesses of The London Borough of Hillingdon and (2) North Thames Gas Board. The said deed also contains restrictive covenants.

NOTE: Copy filed under MX123958 (NGL)

8 The part of the land affected thereby is subject to the rights granted to the Central Electricity Board in connection with the electricity line and apparatus in the position approximately indicated on the title plan by a blue broken line by an Agreement dated the 29th of May 1931.

NOTE: Copy filed under MX119237.

9 The parts of the land affected thereby are subject to the rights granted by a Deed dated 14 May 1984 made between (1) Greater London Council and (2) British Gas Corporation.

The said Deed also contains restrictive covenants.

NOTE: Copy filed under MX56068.

10 The parts of the land affected thereby are subject to the following rights granted by a Transfer of 2 Dewes Farm Cottages dated 22 October 1990 made between (1) The Mayor and Burgesses of The London Borough of Hillingdon and (2) Albert John Ryall and Ivy Lily Ryall:-

"THE Property is transferred with the benefit of the rights specified in the First Schedule to this Transfer so far as the Council can grant the same

THE FIRST SCHEDULE

1. Rights granted in accordance with Part 1 of the Sixth Schedule to the Act of

C: Charges Register continued

- (i) support for any building or part of a building
- (ii) access of light and air to any building or part of a building
- (iii) the passage of water gas or other piped fuel
- (iv) the drainage and disposal of water sewage smoke or fumes
- (v) the use and maintenance of pipes and other installations for the said passage drainage and disposal specified in paragraphs (iii) and (iv) of this Clause
- (vi) the use and maintenance of cables and other installations for
 - (a) the supply of electricity
 - (b) the use of any telephone or the receipt directly or by land line of visual or other wireless transmissions

All to the extent that the same are necessary as specified in paragraph 2(2) of the Sixth Schedule to the Act

2. Any other rights licences easements or quasi easements (so far as the Council can grant the same) as are at present appurtenant to or enjoyed with the Property

3. A right of way (with or without vehicles) in common with the Council and all others entitled to the like right over and along the roadway shown coloured green on the said plan for the purposes of access to and egress from the Property

TOGETHER with the right of entry onto the Council's adjoining or neighbouring properties for the purpose of inspecting repairing maintaining and cleansing the said pipes installations and cables used jointly with such adjoining or neighbouring properties and the Property the Transferee doing as little damage as possible and making good all damage done or occasioned to such adjoining or neighbouring properties by the exercising of such rights PROVIDED that the exercise of all rights specified in this Schedule shall be subject to the contribution by those claiming to exercise the same of a share of reasonable costs of keeping all structures apparatus and rights of way affected by such rights in good repair and working order (including replacement where necessary) proportionate to the number of properties using the same any dispute over the necessity for repair or replacement the reasonableness of costs or the number of properties to be settled by the decision of an independent expert agreed between the Council and the Transferee and all others potentially liable to contribute or in default of such agreement appointed by the President for the time being of the Royal Institution of Chartered Surveyors PROVIDED FURTHER that the exercise of all rights specified in this Schedule shall also be subject to the Transferee keeping all structures apparatus and rights of way on and over the Property affected by the rights specified in the Second Schedule hereto in good repair and working order (including replacement where necessary) and any dispute over the necessity for repair or replacement and the reasonableness of costs being settled in case of dispute by the like process to that set out above".

NOTE: The roadway coloured green referred to is tinted blue on the title plan as far as it affects the land in this title.

- 11 The parts of the land affected thereby are subject to the rights granted by a Transfer of 1 Dewes Farm Cottages dated 17 December 1990 made between (1) The London Borough of Hillingdon and (2) Ernest Painter and Rose Painter which rights are identical with those granted by the Transfer dated 22 October 1990 referred to above.
- 12 The parts of the land affected thereby are subject to the rights granted by a Transfer of Dewes Farm House dated 19 August 2002 made between (1) The Mayor and Burgesses of the London Borough of Hillingdon and (2) Jean Florence Ryall which rights are identical with those granted by the Transfer dated 22 October 1990 referred to above.
- 13 (30.10.2019) The land in this title having been acquired under the High

C: Charges Register continued

Speed Rail (London - West Midlands) Act 2017 ("the Act"), any easements or restrictive covenants (not otherwise set out on this title) affecting the land at the appropriate time (as defined in Schedule 15 to the Act) have been extinguished under Section 12 of the Act (except to the extent provided for in Schedule 15 to the Act)

- 14 The land is subject to the lease set out in the schedule of leases hereto.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 29 January 1930 referred to in the Charges Register:-

"The Vendor hereby further covenants with the Purchaser not at any time hereafter to use or allow any part of the said Harefield Place Estate for the time being remaining vested in him to be used as a Hotel or Country Club but this shall not preclude the Vendor his heirs executors administrators or assigns the owner or owners for the time being of the residue of the said Harefield Place Estate from erecting or allowing to be erected on such site as he or they may desire in the neighbourhood of South Harefield Station an Inn or Tavern or Public House or other provisions for the ordinary accommodation of travellers (not to be used however for residential purposes) or from using or allowing to be used any part of the said Harefield Place Estate or any premises that are now or may hereafter be erected thereon for the purposes of Golf Tennis or other Sports or Games Clubs with club houses and the usual accommodation and further that on any sale or lease by the Vendor of all or any part of such part of the said Harefield Place Estate as is now vested in him the Vendor will impose such a restrictive covenant or covenants as will prohibit the lessee or Purchaser from committing any breach of the said covenant by the Vendor in this Clause contained and upon his so doing the Vendor shall be released from all personal liability under the covenants in this Clause contained."

- 2 The following are details of the covenants contained in the Conveyance dated 28 November 1935 referred to in the Charges Register:-

"For the benefit of the premises described in the said First Schedule and so as to bind the premises described in the said Second Schedule the Vendor with the Concurrence of the Mortgagees (so far as required in order to bind effectually the last mentioned premises into whosoever hands the same may come and to enable the Purchasers to effect the registration of this covenant as a Land Charge Class D II in the names of both the Vendor and the Mortgagees but not so as to impose on the Mortgagees any liability in damages) hereby covenants with the Purchasers to observe at all times hereafter the restriction contained in the Fifth Schedule hereto. Provided always that the Vendor or other the owners or occupiers for the time being of the premises described in the said Second Schedule shall not be personally liable in damages for any breach of the aforesaid covenant which may occur after he or they shall have parted with all interest in the land in respect of which such breach shall occur Provided also that if and when a building shall be erected on the land described in the said First Schedule and used for any purpose other than an Inn Tavern or Public House the covenant in this clause contained shall cease to have effect.

THE FIFTH SCHEDULE

Not at any time hereafter to use or permit to be used such part of the Vendors Harefield Place Estate as is described in the said Second Schedule or any part thereof or any buildings now or hereafter to be erected thereon for the trade or business of a licensed Victualler or seller of beer and/or wines and spirits."

NOTE: The land described in the First Schedule is the land tinted pink on the title Plan and the land described in the Second Schedule includes the land in this title.

Schedule of notices of leases

Title number AGL492136

1 09.12.2006 Park Lodge Farm

01.04.2011 AGL382235
24 years from
1 April 2011

NOTE: The lease comprises also other land

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

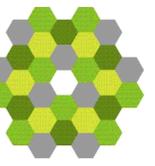
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

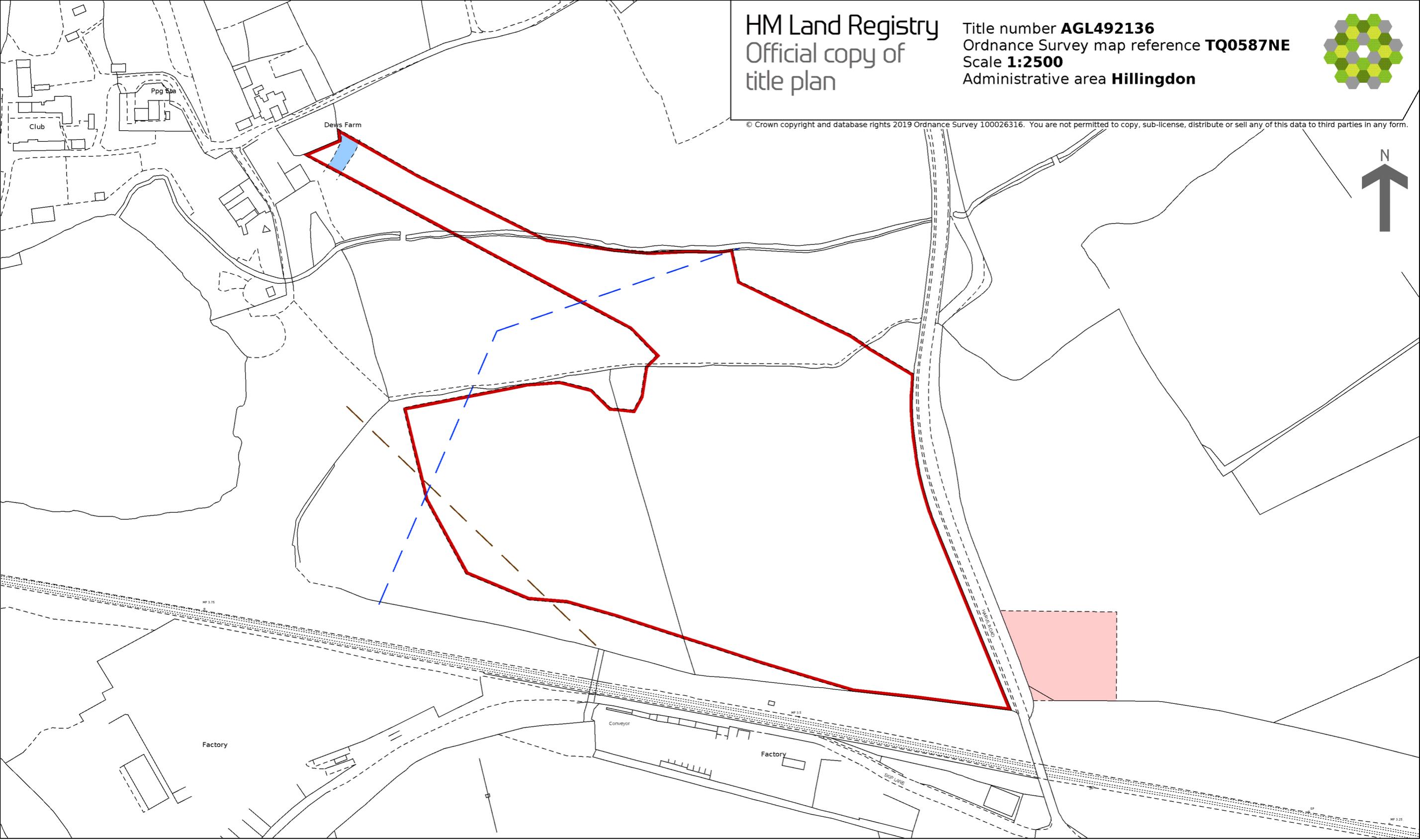
This official copy is issued on 10 March 2020 shows the state of this title plan on 10 March 2020 at 12:34:15. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Wales Office .

HM Land Registry
Official copy of
title plan

Title number **AGL492136**
Ordnance Survey map reference **TQ0587NE**
Scale **1:2500**
Administrative area **Hillingdon**



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HIGH SPEED RAIL (LONDON – WEST MIDLANDS) ACT 2017

HIGH SPEED RAIL (LONDON – WEST MIDLANDS) GENERAL VESTING DECLARATION No. 159

This **GENERAL VESTING DECLARATION** is executed on *13th May 2019* by the Secretary of State for Transport (“the Authority”).

WHEREAS:

- (1) On 23 February 2017 the High Speed Rail (London – West Midlands) Act 2017 (“the High Speed Rail Act”) received Royal Assent authorising the Authority to acquire the land specified in the Schedule hereto.
- (2) Section 4(1) of the High Speed Rail Act authorises the Authority to acquire compulsorily so much of the land within the limits of the High Speed Rail Act as may be required for Phase One purposes¹.
- (3) Section 4(4) of the High Speed Rail Act provides that the Compulsory Purchase (Vesting Declarations) Act 1981 (“the 1981 Act”) applies as if the High Speed Rail Act were a compulsory purchase order and paragraph 3² of Schedule 6 to the High Speed Rail Act provides that the 1981 Act shall have effect subject to the modifications specified in that paragraph.
- (4) Notice pursuant to section 3A³ of the 1981 Act was first published on 26 April 2019. That notice included the particulars specified in section 3A(3) of the 1981 Act.

NOW THIS DEED WITNESSETH that, in exercise of the powers conferred on it by section 4 of the 1981 Act, the Authority hereby declares:-

1. The land described in the Schedule hereto (being part of the land authorised to be acquired by the High Speed Rail Act) and more particularly delineated and shown coloured pink on the plan annexed hereto, together with the right to enter upon and take possession of the land, shall vest in the Authority as from the end of the period of 93 days from the date on which the service of notices required by section 6⁴ of the 1981 Act is completed.

For the purposes of Section 2(2) of the 1981 Act, the specified period in relation to the land comprised in this declaration is one year and one day.

1 Phase One Purposes has meaning given by section 67 of the High Speed Rail Act

2 Paragraph 3 as substituted by section 11 of, and paragraph 6 of Schedule 14 to, the High Speed Rail Act.

3 Section 3A of the 1981 Act as inserted by paragraph 3(a) of Schedule 6 to the High Speed Rail Act as substituted by section 11 of, and paragraphs 6 and 7 of Schedule 14 to, that Act.

4 Section 6 as modified by paragraph 3(c) of Schedule 6 to the High Speed Rail Act, as substituted by section 11 of, and paragraph 6 of Schedule 14 to, that Act

SCHEDULE

London Borough of Hillingdon

(1) Plot No	(2) Plot Description
43883	All interests in 61125.8 square metres, or thereabouts, of agricultural land and hedgerow (Park Lodge Farm)
43886	All interests in 3128.2 square metres, or thereabouts, of agricultural land and hedgerows (Park Lodge Farm)
43889	All interests in 11793.6 square metres, or thereabouts, of hedgerows and river, bed and banks thereof (unnamed river) (Park Lodge Farm)

IN WITNESS WHEREOF the Secretary of State for Transport has hereunto set its corporate seal on the day in the year first written above.

The **CORPORATE SEAL** of the SECRETARY OF STATE FOR TRANSPORT hereunto affixed to this deed is authenticated by

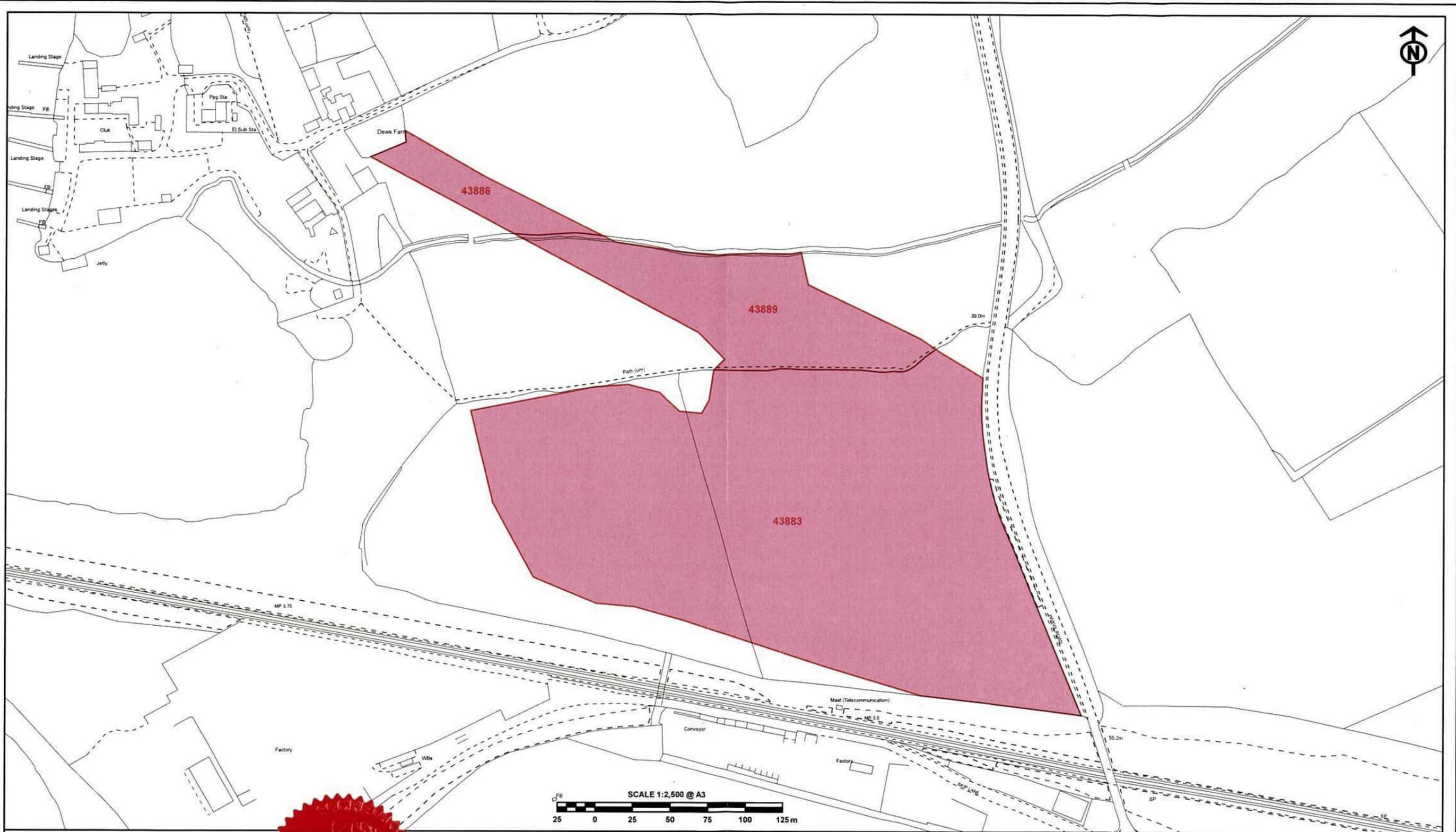


Authorised Signatory

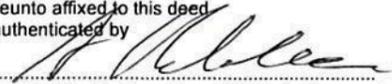
Dated: 13th May 2019

SEAL REF No. DFT/19558

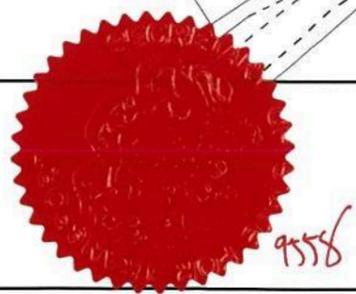




The CORPORATE SEAL of the
SECRETARY OF STATE
hereunto affixed to this deed
is authenticated by


Authorised by the Secretary of State for Transport

Dated 13th May 2019



HIGH SPEED RAIL (LONDON – WEST MIDLANDS) ACT 2017

HIGH SPEED RAIL (LONDON – WEST MIDLANDS) GENERAL VESTING DECLARATION No. 303

This **GENERAL VESTING DECLARATION** is executed on 25th November 2019 by the Secretary of State for Transport ("the Authority").

WHEREAS:

- (1) On 23 February 2017 the High Speed Rail (London – West Midlands) Act 2017 ("the High Speed Rail Act") received Royal Assent authorising the Authority to acquire the land specified in the Schedule hereto.
- (2) Section 4(1) of the High Speed Rail Act authorises the Authority to acquire compulsorily so much of the land within the limits of the High Speed Rail Act as may be required for Phase One purposes¹.
- (3) Section 4(4) of the High Speed Rail Act provides that the Compulsory Purchase (Vesting Declarations) Act 1981 ("the 1981 Act") applies as if the High Speed Rail Act were a compulsory purchase order and paragraph 3² of Schedule 6 to the High Speed Rail Act provides that the 1981 Act shall have effect subject to the modifications specified in that paragraph.
- (4) Notice pursuant to section 3A³ of the 1981 Act was first published on 26 April 2019. That notice included the particulars specified in section 3A(3) of the 1981 Act.

NOW THIS DEED WITNESSETH that, in exercise of the powers conferred on it by section 4 of the 1981 Act, the Authority hereby declares:-

1. The land described in the Schedule hereto (being part of the land authorised to be acquired by the High Speed Rail Act) and more particularly delineated and shown coloured pink on the plan annexed hereto, together with the right to enter upon and take possession of the land, shall vest in the Authority as from the end of the period of 3 months from the date on which the service of notices required by section 6⁴ of the 1981 Act is completed.

For the purposes of Section 2(2) of the 1981 Act, the specified period in relation to the land comprised in this declaration is one year and one day.

1 Phase One Purposes has meaning given by section 67 of the High Speed Rail Act

2 Paragraph 3 as substituted by section 11 of, and paragraph 6 of Schedule 14 to, the High Speed Rail Act.

3 Section 3A of the 1981 Act as inserted by paragraph 3(a) of Schedule 6 to the High Speed Rail Act as substituted by section 11 of, and paragraphs 6 and 7 of Schedule 14 to, that Act.

4 Section 6 as modified by paragraph 3(c) of Schedule 6 to the High Speed Rail Act, as substituted by section 11 of, and paragraph 6 of Schedule 14 to, that Act

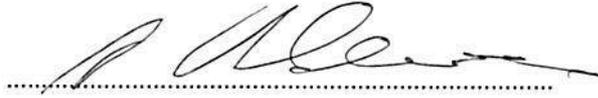
SCHEDULE

London Borough of Hillingdon

(1) Plot No	(2) Plot Description
47408	All interests in 2626.8 square metres, or thereabouts, of building and garden (2 Dews Farm Cottages)
47425	All interests in 995.2 square metres, or thereabouts, of house and garden (Dews Farm House)
47427	All interests in 148.7 square metres, or thereabouts, of woodland and building (Dews Lane)

IN WITNESS WHEREOF the Secretary of State for Transport has hereunto set its corporate seal on the day in the year first written above.

The **CORPORATE SEAL** of the SECRETARY OF STATE FOR TRANSPORT hereunto affixed to this deed is authenticated by

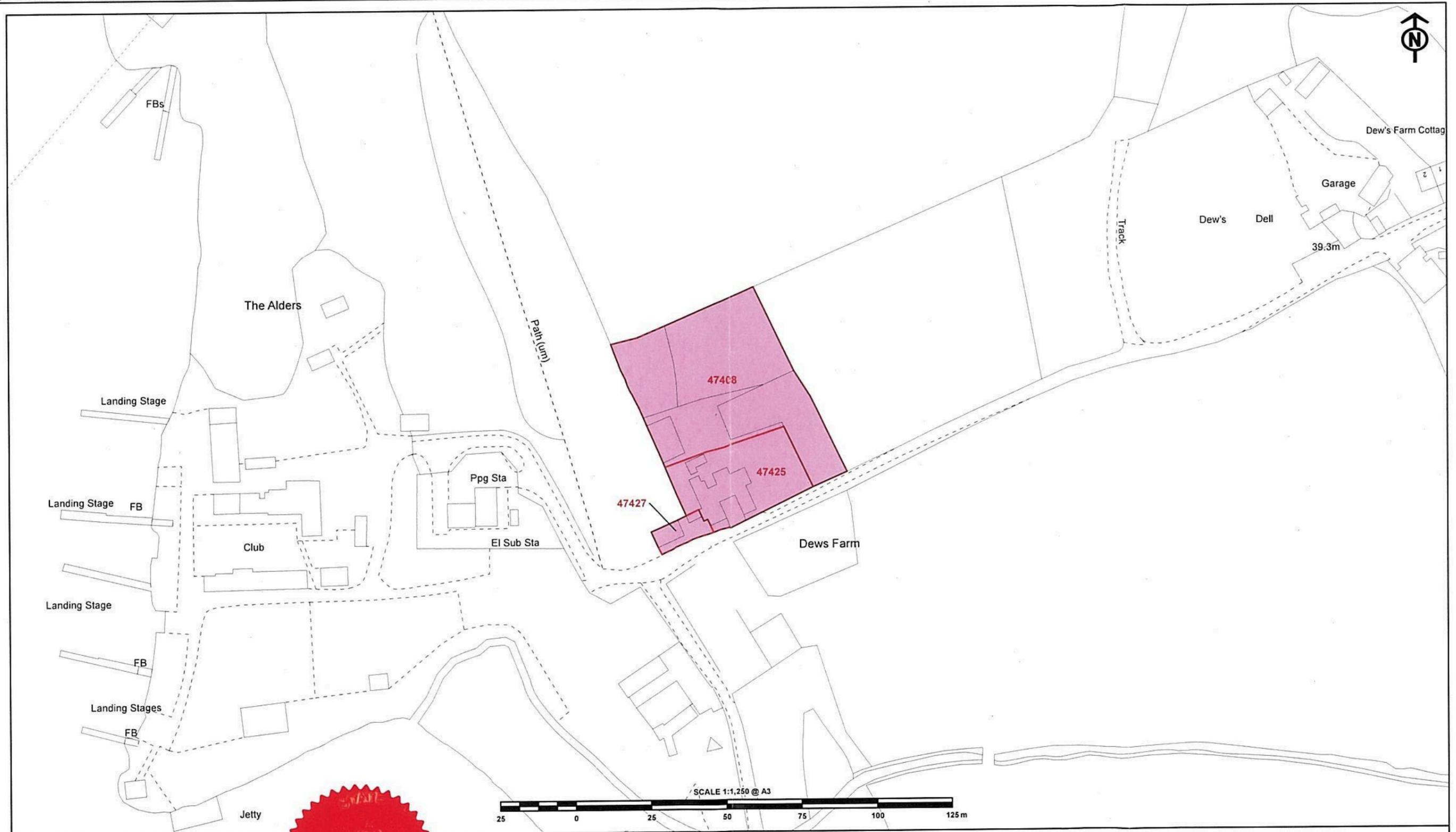


Authorised Signatory

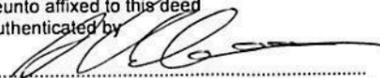
SEAL REF NO
DfT/ 9442



Dated: 25th November 2019



The CORPORATE SEAL of the
SECRETARY OF STATE
hereunto affixed to this deed
is authenticated by


Authorised by the Secretary of State for Transport

Dated 25th November 2019



HIGH SPEED RAIL (LONDON – WEST MIDLANDS) ACT 2017

HIGH SPEED RAIL (LONDON – WEST MIDLANDS) GENERAL VESTING DECLARATION No. 161

This **GENERAL VESTING DECLARATION** is executed on *13th May 2019* by the Secretary of State for Transport ("the Authority").

WHEREAS:

- (1) On 23 February 2017 the High Speed Rail (London – West Midlands) Act 2017 ("the High Speed Rail Act") received Royal Assent authorising the Authority to acquire the land specified in the Schedule hereto.
- (2) Section 4(1) of the High Speed Rail Act authorises the Authority to acquire compulsorily so much of the land within the limits of the High Speed Rail Act as may be required for Phase One purposes¹.
- (3) Section 4(4) of the High Speed Rail Act provides that the Compulsory Purchase (Vesting Declarations) Act 1981 ("the 1981 Act") applies as if the High Speed Rail Act were a compulsory purchase order and paragraph 3² of Schedule 6 to the High Speed Rail Act provides that the 1981 Act shall have effect subject to the modifications specified in that paragraph.
- (4) Notice pursuant to section 3A³ of the 1981 Act was first published on 26 April 2019. That notice included the particulars specified in section 3A(3) of the 1981 Act.

NOW THIS DEED WITNESSETH that, in exercise of the powers conferred on it by section 4 of the 1981 Act, the Authority hereby declares:-

1. The land described in the Schedule hereto (being part of the land authorised to be acquired by the High Speed Rail Act) and more particularly delineated and shown coloured pink on the plan annexed hereto, together with the right to enter upon and take possession of the land, shall vest in the Authority as from the end of the period of 93 days from the date on which the service of notices required by section 6⁴ of the 1981 Act is completed.

For the purposes of Section 2(2) of the 1981 Act, the specified period in relation to the land comprised in this declaration is one year and one day.

1 Phase One Purposes has meaning given by section 67 of the High Speed Rail Act

2 Paragraph 3 as substituted by section 11 of, and paragraph 6 of Schedule 14 to, the High Speed Rail Act.

3 Section 3A of the 1981 Act as inserted by paragraph 3(a) of Schedule 6 to the High Speed Rail Act as substituted by section 11 of, and paragraphs 6 and 7 of Schedule 14 to, that Act.

4 Section 6 as modified by paragraph 3(c) of Schedule 6 to the High Speed Rail Act, as substituted by section 11 of, and paragraph 6 of Schedule 14 to, that Act

SCHEDULE

London Borough of Hillingdon

(1) Plot No	(2) Plot Description
49578	All interests in 90.9 square metres, or thereabouts, of woodland and building (Dews Lane)

IN WITNESS WHEREOF the Secretary of State for Transport has hereunto set its corporate seal on the day in the year first written above.

The **CORPORATE SEAL** of the SECRETARY OF STATE FOR TRANSPORT hereunto affixed to this deed is authenticated by

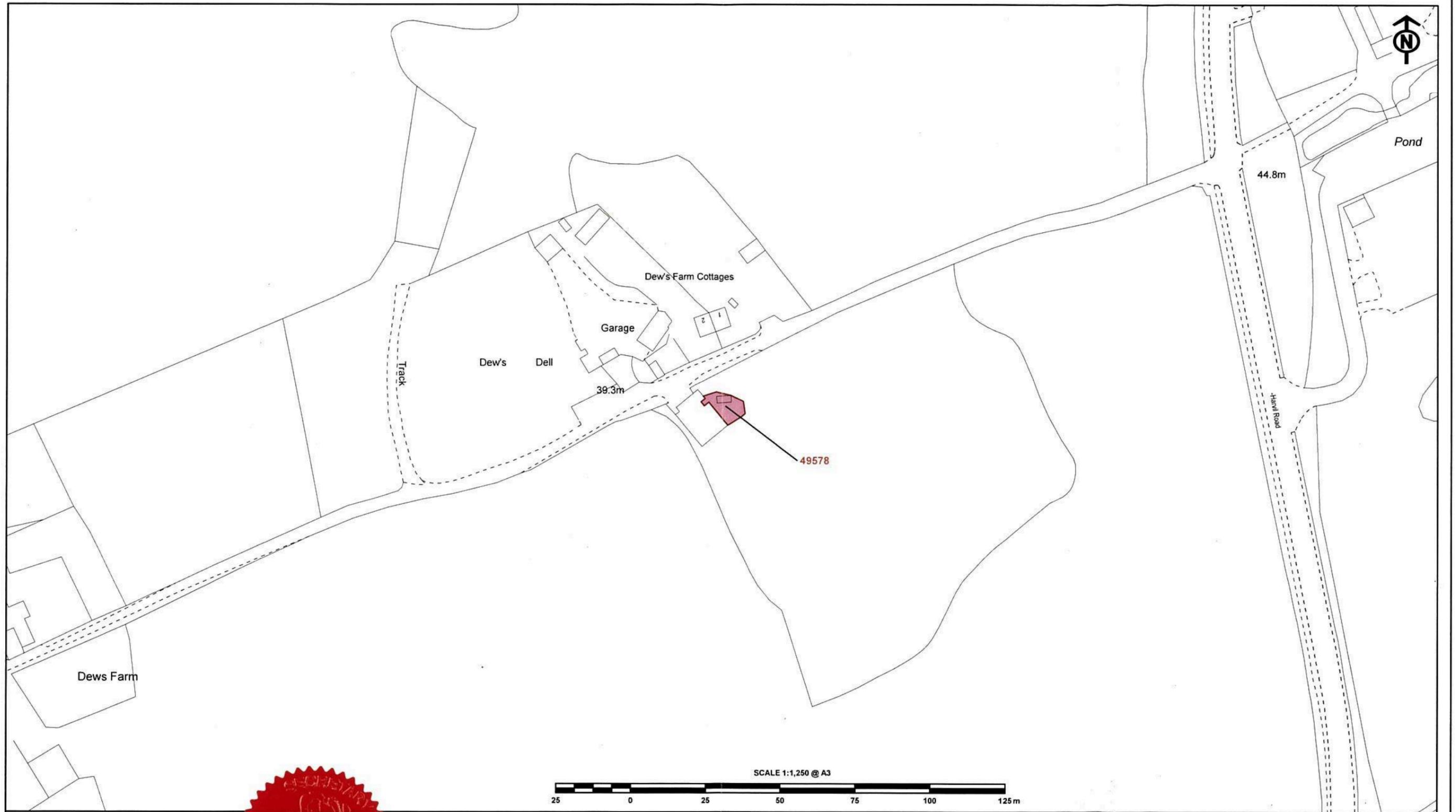


Authorised Signatory

Dated: 13th May 2019

SEAL REF No. DFY/9560

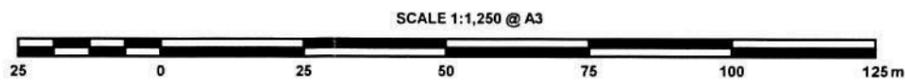
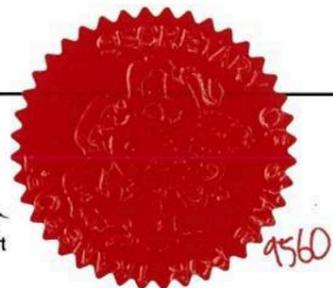




The CORPORATE SEAL of the
SECRETARY OF STATE
hereunto affixed to this deed
is authenticated by

Authorised by the Secretary of State for Transport

Dated 13th May 2019



HIGH SPEED RAIL (LONDON – WEST MIDLANDS) ACT 2017

HIGH SPEED RAIL (LONDON – WEST MIDLANDS) GENERAL VESTING DECLARATION No. 160

This **GENERAL VESTING DECLARATION** is executed on *13th May 2019* by the Secretary of State for Transport ("the Authority").

WHEREAS:

- (1) On 23 February 2017 the High Speed Rail (London – West Midlands) Act 2017 ("the High Speed Rail Act") received Royal Assent authorising the Authority to acquire the land specified in the Schedule hereto.
- (2) Section 4(1) of the High Speed Rail Act authorises the Authority to acquire compulsorily so much of the land within the limits of the High Speed Rail Act as may be required for Phase One purposes¹.
- (3) Section 4(4) of the High Speed Rail Act provides that the Compulsory Purchase (Vesting Declarations) Act 1981 ("the 1981 Act") applies as if the High Speed Rail Act were a compulsory purchase order and paragraph 3² of Schedule 6 to the High Speed Rail Act provides that the 1981 Act shall have effect subject to the modifications specified in that paragraph.
- (4) Notice pursuant to section 3A³ of the 1981 Act was first published on 26 April 2019. That notice included the particulars specified in section 3A(3) of the 1981 Act.

NOW THIS DEED WITNESSETH that, in exercise of the powers conferred on it by section 4 of the 1981 Act, the Authority hereby declares:-

1. The land described in the Schedule hereto (being part of the land authorised to be acquired by the High Speed Rail Act) and more particularly delineated and shown coloured pink on the plan annexed hereto, together with the right to enter upon and take possession of the land, shall vest in the Authority as from the end of the period of 93 days from the date on which the service of notices required by section 6⁴ of the 1981 Act is completed.

For the purposes of Section 2(2) of the 1981 Act, the specified period in relation to the land comprised in this declaration is one year and one day.

1 Phase One Purposes has meaning given by section 67 of the High Speed Rail Act

2 Paragraph 3 as substituted by section 11 of, and paragraph 6 of Schedule 14 to, the High Speed Rail Act.

3 Section 3A of the 1981 Act as inserted by paragraph 3(a) of Schedule 6 to the High Speed Rail Act as substituted by section 11 of, and paragraphs 6 and 7 of Schedule 14 to, that Act.

4 Section 6 as modified by paragraph 3(c) of Schedule 6 to the High Speed Rail Act, as substituted by section 11 of, and paragraph 6 of Schedule 14 to, that Act

SCHEDULE

London Borough of Hillingdon

(1) Plot No	(2) Plot Description
47430	All interests in 908.7 square metres, or thereabouts, of agricultural land (Dews Lane)
47431	All interests in 170.7 square metres, or thereabouts, of house (Dews Lane)

IN WITNESS WHEREOF the Secretary of State for Transport has hereunto set its corporate seal on the day in the year first written above.

The **CORPORATE SEAL** of the SECRETARY OF STATE FOR TRANSPORT hereunto affixed to this deed is authenticated by

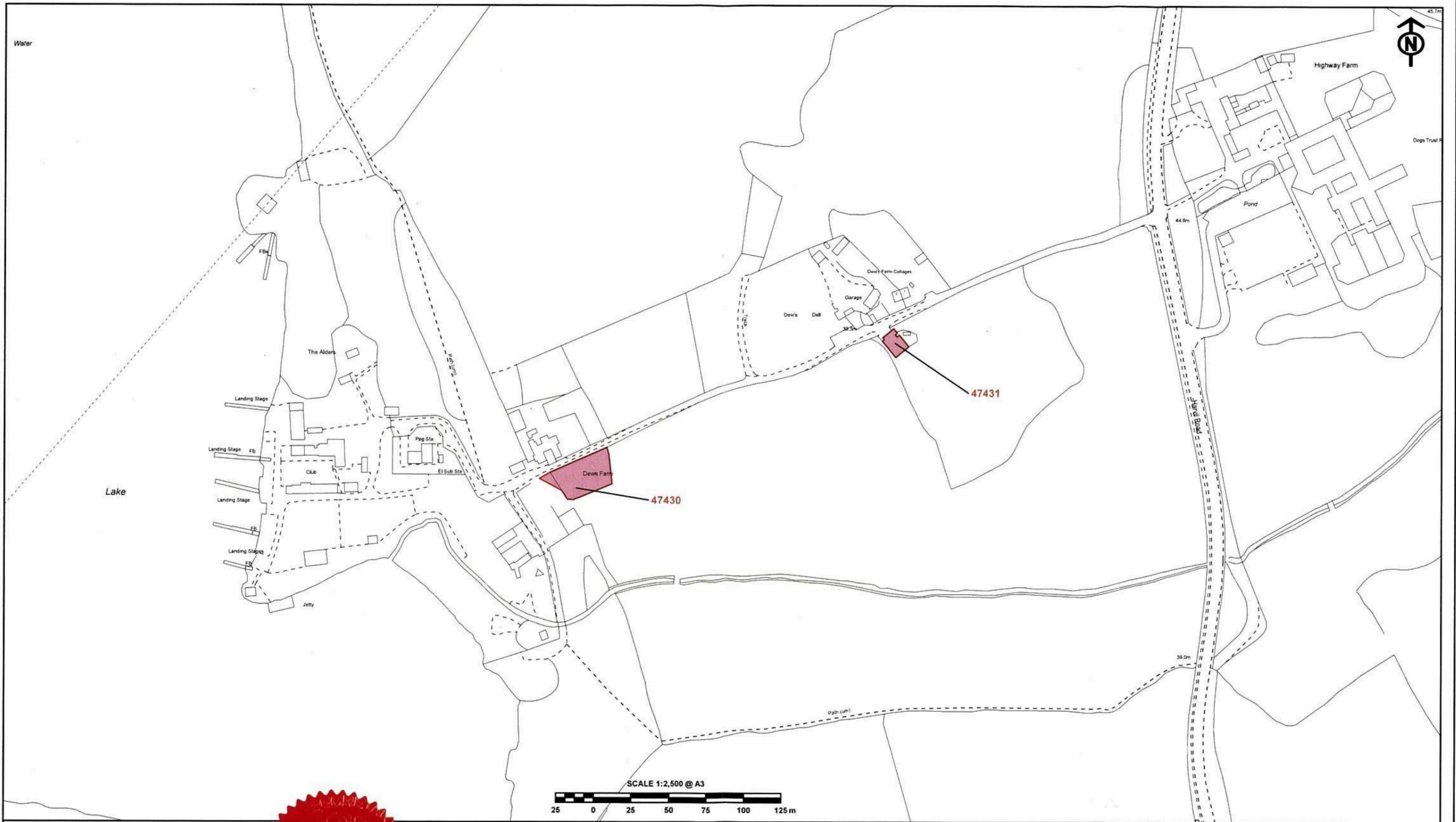

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Authorised Signatory

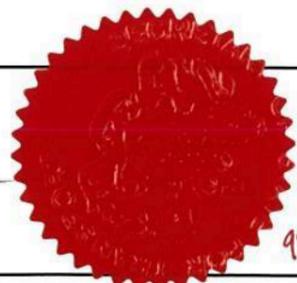
Dated : 13th May 2019

SEAL REF No. DFT(4559





The CORPORATE SEAL of the
SECRETARY OF STATE
hereunto affixed to this deed
is authenticated by



Authorised by the Secretary of State for Transport

Dated 13th May 2019

959

HIGH SPEED RAIL (LONDON – WEST MIDLANDS) ACT 2017

HIGH SPEED RAIL (LONDON – WEST MIDLANDS) GENERAL VESTING DECLARATION No. 297

This **GENERAL VESTING DECLARATION** is executed on 19th November 2019 by the Secretary of State for Transport ("the Authority").

WHEREAS:

- (1) On 23 February 2017 the High Speed Rail (London – West Midlands) Act 2017 ("the High Speed Rail Act") received Royal Assent authorising the Authority to acquire the land specified in the Schedule hereto.
- (2) Section 4(1) of the High Speed Rail Act authorises the Authority to acquire compulsorily so much of the land within the limits of the High Speed Rail Act as may be required for Phase One purposes¹.
- (3) Section 4(4) of the High Speed Rail Act provides that the Compulsory Purchase (Vesting Declarations) Act 1981 ("the 1981 Act") applies as if the High Speed Rail Act were a compulsory purchase order and paragraph 3² of Schedule 6 to the High Speed Rail Act provides that the 1981 Act shall have effect subject to the modifications specified in that paragraph.
- (4) Notice pursuant to section 3A³ of the 1981 Act was first published on 17 October 2019. That notice included the particulars specified in section 3A(3) of the 1981 Act.

NOW THIS DEED WITNESSETH that, in exercise of the powers conferred on it by section 4 of the 1981 Act, the Authority hereby declares:-

1. The land described in the Schedule hereto (being part of the land authorised to be acquired by the High Speed Rail Act) and more particularly delineated and shown coloured pink on the plan annexed hereto, together with the right to enter upon and take possession of the land, shall vest in the Authority as from the end of the period of 3 months from the date on which the service of notices required by section 6⁴ of the 1981 Act is completed.

For the purposes of Section 2(2) of the 1981 Act, the specified period in relation to the land comprised in this declaration is one year and one day.

1 Phase One Purposes has meaning given by section 67 of the High Speed Rail Act

2 Paragraph 3 as substituted by section 11 of, and paragraph 6 of Schedule 14 to, the High Speed Rail Act.

3 Section 3A of the 1981 Act as inserted by paragraph 3(a) of Schedule 6 to the High Speed Rail Act as substituted by section 11 of, and paragraphs 6 and 7 of Schedule 14 to, that Act.

4 Section 6 as modified by paragraph 3(c) of Schedule 6 to the High Speed Rail Act, as substituted by section 11 of, and paragraph 6 of Schedule 14 to, that Act

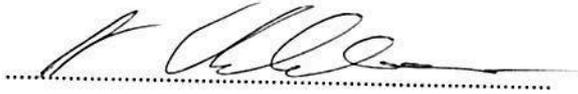
SCHEDULE

London Borough of Hillingdon

(1) Plot No	(2) Plot Description
40998	All interests in 10486.0 square metres, or thereabouts, of lake (Hillingdon Outdoor Activities Centre)
46920	All interests in 466.5 square metres, or thereabouts, of public road and verge (Moorhall Road)
46951	All interests in 13786.5 square metres, or thereabouts, of lake, woodland, pond and access track (Savay Lake)
47407	All interests in 2788.8 square metres, or thereabouts, of grassland, woodland, outbuildings, hardstanding and access track (Hillingdon Outdoor Activities Centre)
47414	All interests in 77.4 square metres, or thereabouts, of hardstanding (Dews Farm Pumping Station)
47415	All interests in 200.8 square metres, or thereabouts, of access track and verge (Hillingdon Outdoor Activities Centre)
48973	All interests in 0.8 square metres, or thereabouts, of woodland (Blackford Pumping Station)
48974	All interests in 431.1 square metres, or thereabouts, of agricultural land (Blackford Pumping Station)
49368	All interests in 842.4 square metres, or thereabouts, of woodland, access track, public footpaths (Colne Valley Trail and London Loop) and permissive bridleway (Denham Quarries) (Hillingdon Outdoor Activities Centre)
49933	All interests in 849.2 square metres, or thereabouts, of woodland, access track and lake (Blackford Pumping Station)
61195	All interests in 11.5 square metres, or thereabouts, of hardstanding (Hillingdon Outdoor Activities Centre)
61201	All interests in 791.2 square metres, or thereabouts, of lake (Hillingdon Outdoor Activities Centre)
61202	All interests in 235.0 square metres, or thereabouts, of lake (Hillingdon Outdoor Activities Centre)
61435	All interests in 4163.2 square metres, or thereabouts, of agricultural land, woodland, access track and public footpath (U34) (Hillingdon Outdoor Activities Centre)

IN WITNESS WHEREOF the Secretary of State for Transport has hereunto set its corporate seal on the day in the year first written above.

The **CORPORATE SEAL** of the SECRETARY OF STATE FOR TRANSPORT hereunto affixed to this deed is authenticated by

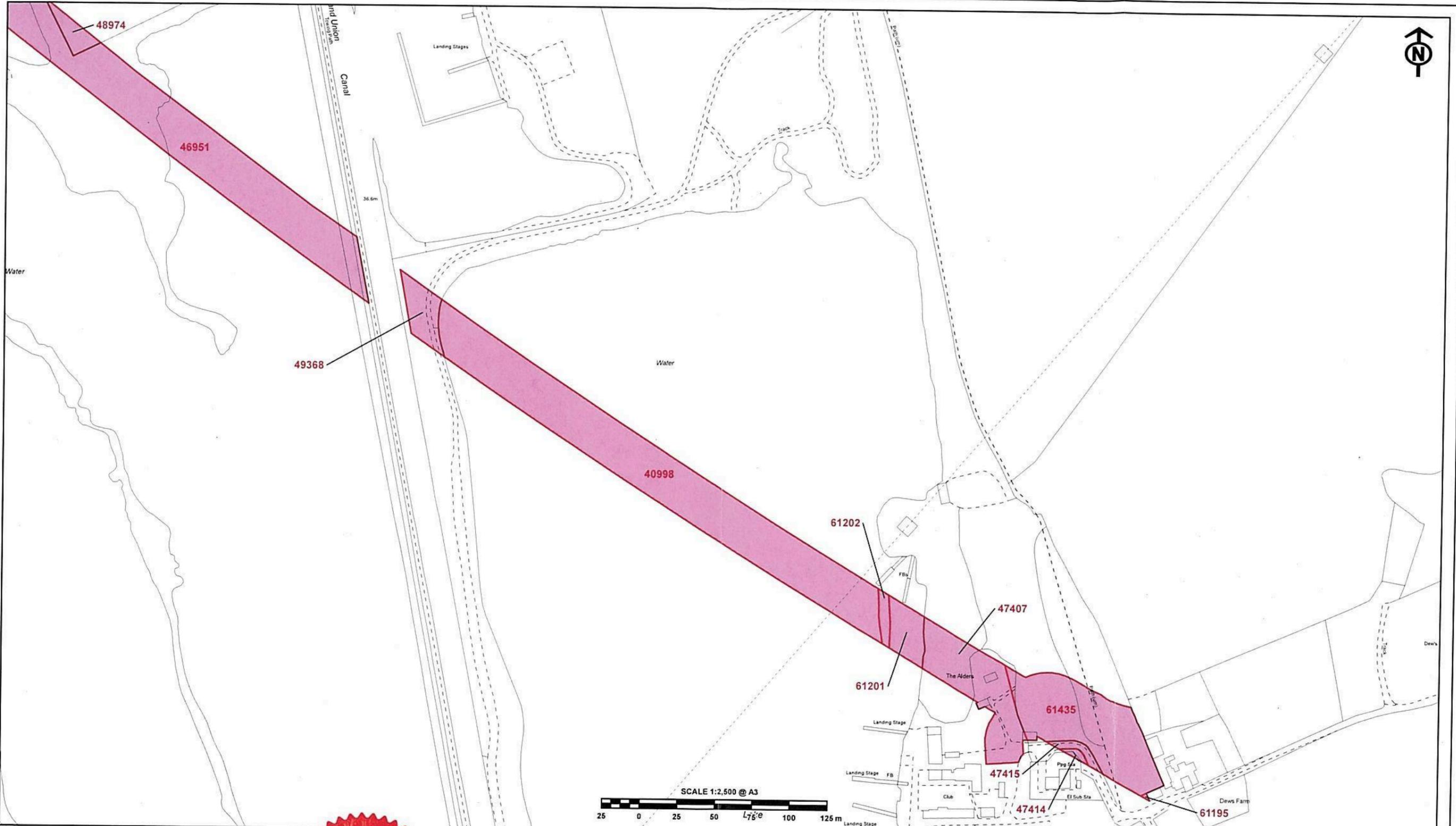


Authorised Signatory

Dated: 19th November 2019

SEAL REF NO
DFT/ 9403

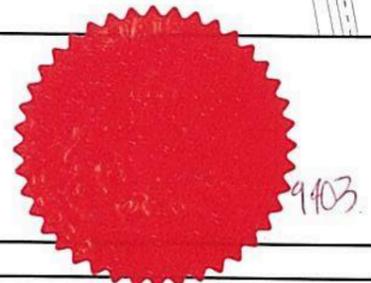




The CORPORATE SEAL of the
SECRETARY OF STATE
hereunto affixed to this deed
is authenticated by

[Signature]
Authorised by the Secretary of State for Transport

Dated 19th November 2019

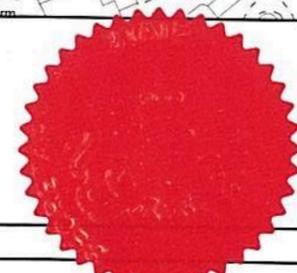




The CORPORATE SEAL of the
SECRETARY OF STATE
hereunto affixed to this deed
is authenticated by

Authorised by the Secretary of State for Transport

Dated 19th November 2019



9403

Schedule 16 Land

Parcel label on Plan	Date of Service of Notices	Date on which Possession was taken
C111_008	17/07/2018	30 days' notice was given. Second Claimant entitled to possession from 16/08/2018. Possession was taken on 04/11/2019.
C111_165	22/05/2019	89 days' notice was given. Second Claimant entitled to possession from 19/08/2019. Possession was taken between 19/11/2019 and 01/06/2020.
C111_173	18/10/2019	94 days' notice was given. Second Claimant entitled to possession from 12/01/2020. Possession was taken on 17/02/2020.
C111_173_R01	21/11/2019	28 days' notice was given. Second Claimant entitled to possession from 19/12/2019. Possession was taken on 17/02/2020.
C111_173_R02	21/11/2019	28 days' notice was given. Second Claimant entitled to possession from 19/12/2019. Possession was taken on 17/02/2020.
C111_177	05/12/2019	74 days' notice was given. Second Claimant entitled to possession from 17/02/2020. Possession was taken on 26/02/2020.



Notice of works at Dews Lane & footpath closure

February 2020 | www.hs2.org.uk

High Speed Two (HS2) is the new high speed railway for Britain. As part of the railway's construction we are continuing preparatory works within Hillingdon.

U34 Footpath Closure

The U34 Public Right of Way is currently partially closed from Dews Lane to Harvil Road. This closure is being extended northwards to the junction with Bridleway 7 from 2nd March to June 2020. Signage will indicate the section of footpath that is closed (see map overleaf) and an alternative route will be available along Harvil Road and Bridleway 7 which is currently diverted across Harefield Moor. This is to ensure public safety during the works including works to modify access around Dews Lane.

Tree planting

Further tree planting will be undertaken at our site to the north of Dews Lane. This work is expected to be undertaken in the Spring.

Fencing work continues

Fencing works will continue on land in the vicinity of Dews Lane to secure the area for contractors to work in a safe manner. This will include areas of vegetation clearance, including some trees. Some of this work will require temporary stopping of traffic on Dews Lane under traffic control. These works will be ongoing until late May.

Archaeological work continues

We have been carrying out works to get a better understanding of any significant archaeological remains which are in this area. Excavation of trial trenching is almost complete in some areas and mitigation works to protect areas of interest have commenced. This work is expected to continue until late May.

If you have a question about HS2 or our works, please contact our HS2 Helpdesk team on 08081 434 434 or email hs2enquiries@hs2.org.uk

Duration of works

Work is continuing and will be complete by Summer 2020.

Work will be from 8am to 6pm with a one-hour quiet start-up and shut down outside either side of these hours.

What to expect

Some additional traffic on local roads

Noise from equipment used for the works

Site storage and welfare vehicle with 24hr security

Footpath closed from 2nd March to June 2020.

What we will do

Manage any impacts, such as traffic and noise with the aim of reducing them

Take care to respect your community and the environment

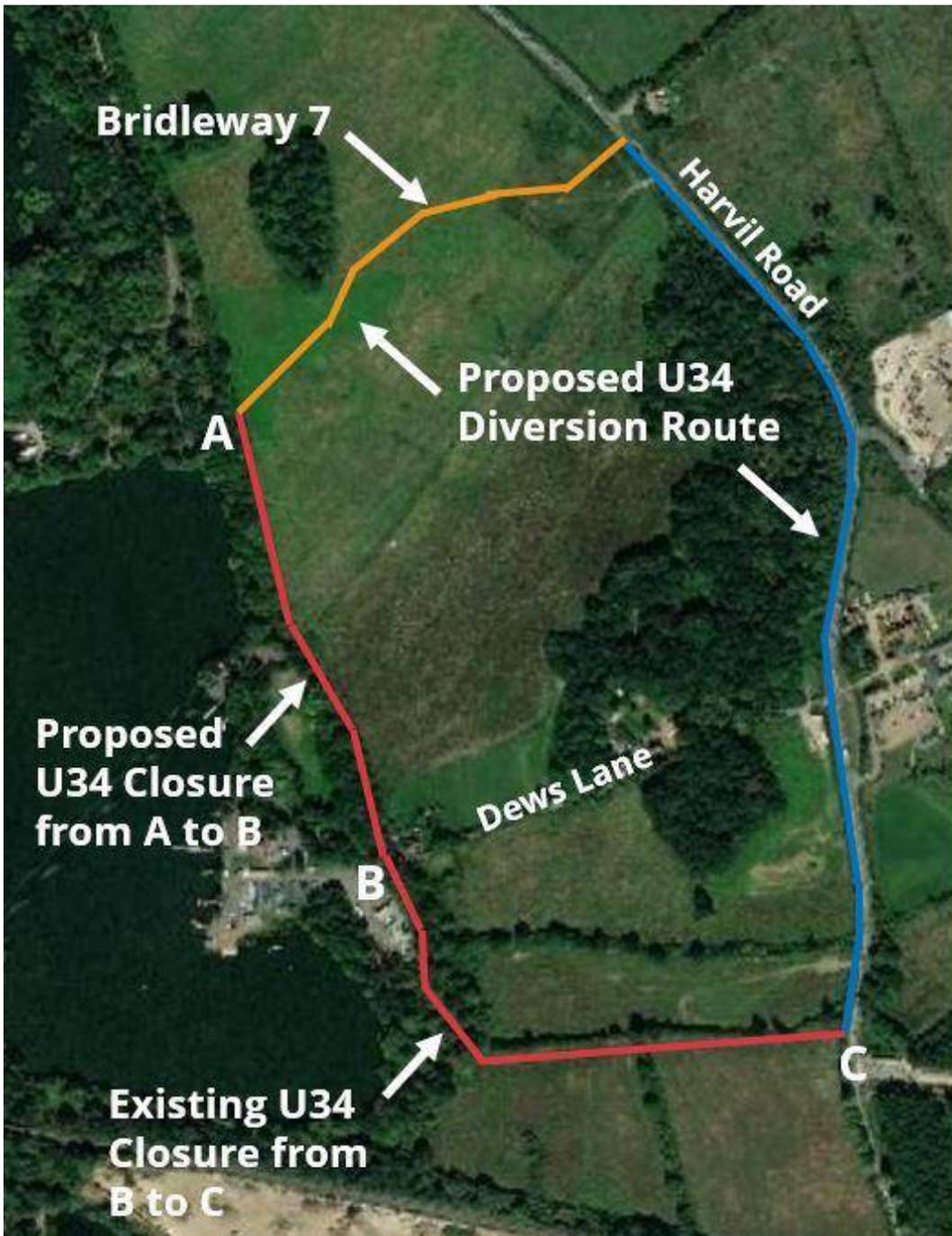
Notice of public right of way U34 closure

Notification



www.hs2.org.uk

Public Right of Way U34 Closure



Contact our HS2 Helpdesk team on **08081 434 434**

What else is happening in your area?

www.hs2.org.uk

Contact our new HS2 Helpdesk team

Our new Helpdesk team is based in our Head Office in Birmingham. This is so that we can provide you with the best service possible. Our team is here to listen and respond to your enquiry, complaint or feedback to help us be a good neighbour.

You can contact our Helpdesk team all day, every day of the year on:

Freephone: **08081 434 434**

Minicom: **08081 456 472**

Email: hs2enquiries@hs2.org.uk

Keep up-to-date with your local community website

To find out more about what's happening in your area and receive regular email updates, you can sign up to our local community websites at: www.hs2inyourarea.co.uk.

About our Community and Business Funds

We are offering two funds that are available to local communities and businesses between the West Midlands and London, to help with the disruption caused by our construction work. These are the Community and Environment Fund (CEF) and the Business and Local Economy Fund (BLEF).

The CEF is designed to give communities the opportunity to share in the benefits of HS2. It is an allocated fund that communities are able to apply for, to help to support local projects that aim to improve their local area.

The BLEF is designed to support local economies that may be disrupted by the construction of HS2. BLEF grants are for local business support organisations and local authorities to help maintain business activity in local communities.

For more information about each of these funds, including how to apply, please visit: <https://www.groundwork.org.uk/hs2funds>



Contact our HS2 Helpdesk team on **08081 434 434**

Keeping you informed

We are committed to keeping you informed about work on HS2. This includes ensuring you know what to expect and when to expect it, as well as how we can help.

Residents' Charter and Commissioner

The Residents' Charter is our promise to communicate as clearly as we possibly can with people who live along or near the HS2 route. www.gov.uk/government/publications/hs2-residents-charter

We also have an independent Residents' Commissioner whose job is to make sure we keep to the promises we make in the Charter and to keep it under constant review. Find reports at: www.gov.uk/government/collections/hs2-ltd-residents-commissioner

You can contact the Commissioner at: residentscommissioner@hs2.org.uk

Construction Commissioner

The Construction Commissioner's role is to mediate and monitor the way in which HS2 Ltd manages and responds to construction complaints. You can contact the Construction Commissioner by emailing: complaints@hs2-cc.org.uk

Property and compensation

You can find out all about HS2 and properties along the line of route by visiting: www.gov.uk/government/collections/hs2-property
Find out if you're eligible for compensation at: www.gov.uk/claim-compensation-if-affected-by-hs2

Holding us to account

If you are unhappy for any reason you can make a complaint by contacting our HS2 Helpdesk team. For more details on our complaints process, please visit our website: www.hs2.org.uk/how-to-complain

Reference number: AWNC1020819

High Speed Two (HS2) Limited, registered in England and Wales.
Registered office: Two Snowhill, Snow Hill Queensway, Birmingham B4 6GA.
Company registration number: 06791686. VAT registration number: 181 4312 30.

Contact Us

Contact our HS2 Helpdesk team all day, every day of the year on:

 Freephone **08081 434 434**

 Minicom **08081 456 472**

 Email **hs2enquiries@hs2.org.uk**

Write to:

FREEPOST

HS2 Community Engagement

Website **www.hs2.org.uk**

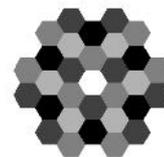
To keep up to date with what is happening in your local area, visit: **www.hs2inhillington.co.uk**

Please contact us if you'd like a free copy of this document in large print, Braille, audio or easy read. You can also contact us for help and information in a different language.

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The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number MX257218

Edition date 30.10.2019

- This official copy shows the entries on the register of title on 31 JAN 2020 at 10:26:57.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 31 Jan 2020.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Wales Office.

A: Property Register

This register describes the land and estate comprised in the title.

HILLINGDON

- 1 (20.05.1952) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Dewes Farm House, Harvil Road, Harefield, Uxbridge (UB9 6JN).

NOTE: As to the parts edged and numbered in brown on the title plan, only the freehold mines and minerals are included in the title.

- 2 The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 3 The title plan has been amended.
- 4 The land edged and lettered A and B in red on the title plan has been added to the title on 2 December 1977.
- 5 The land edged and lettered A in red on the title plan has the benefit of the rights to lay two sewers and a pumping main granted by the Conveyance dated 15 March 1929 referred to in the Charges Register.
- 6 The surface water drain the approximate position of which is indicated by a brown broken line on the title plan has been removed to title NGL312510.
- 7 (23.11.1990) The transfers of those parts edged and numbered in green on the title plan which were made pursuant to Part V of the Housing Act, 1985 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 6 of that Act.
- 8 (23.11.1990) The land has the benefit of the following rights reserved by the Transfer dated 22 October 1990 referred to in the Charges Register:-

"THE property is transferred:-

Subject to the rights specified in the Second Schedule to this Transfer

THE SECOND SCHEDULE

1. All rights of way and passage of water gas or other piped fuel the drainage and disposal of water sewage smoke or fumes the use and

A: Property Register continued

maintenance of the pipes and installations for the said passage drainage and disposal hereby specified and the use and maintenance of cables and other installations for the supply of electricity (and for the use of any telephone) or the receipt directly or by landline of visual or other wireless transmission and which serve not only the Property but also adjoining or neighbouring properties and the right of support for any buildings or any part of a building and the access of light and air to any building or part of a building All to the extent that the same are necessary as specified in paragraph 2(2) of the Sixth Schedule to the Act TOGETHER with the right of entry for the Council and all persons authorised by it and the owners and occupiers of such adjoining or neighbouring properties onto the Property or any part thereof for the purpose of inspecting repairing maintaining and cleansing the said pipes installations and cables used jointly with the Property the persons exercising such rights doing as little damage as possible and making good all damage done occasioned to the Property by the exercise of such rights

3. The right for the Council and its successors and assigns within 80 years after the date of this Transfer to connect up any such pipes installations and cables as are referred to in paragraph 1 above.

PROVIDED that the exercise of all rights specified in paragraphs 1 2 and 3 of the Schedule shall be subject to the contribution by those claiming to exercise the same of a share of reasonable costs on a like basis to that specified in the proviso to the First Schedule hereto"

- 9 (24.12.1990) The land has the benefit of the rights reserved by the Transfer dated 17 December 1990 referred to in the Charges Register which rights are identical with those reserved by the Transfer dated 22 October 1990 referred to above.
- 10 (13.12.1991) The land marked B edged yellow on the title plan is no longer of any significance and should be ignored since the entry in the register which gave rise to this reference has been cancelled.
- 11 (13.09.2002) The land has the benefit of the rights reserved by the Transfer dated 19 August 2002 referred to in the Charges Register which rights are identical with those reserved by the Transfer dated 22 October 1990 referred to above.
- 12 (13.09.2004) The land has the benefit of the rights granted by a Transfer of the land edged and numbered AGL132914 in green on the title plan dated 9 August 2004 made between (1) The Mayor and Burgesses of The London Borough of Hillingdon and (2) The Members of The Council of Dogs Trust.

NOTE: Copy filed under AGL132914.

- 13 (16.10.2019) The description of the registered estate is an entry made under rule 5(a) of the Land Registration Rules 2003 and it is not a note to which paragraph 2 of Schedule 8 to the Land Registration Act 2002 refers that the registered estate includes the mines or minerals under the land edged brown on the title plan. The mines and minerals under the land edged brown on the title plan are only included in the registration to the extent that they were so included before the General Vesting Declarations in favour The Secretary of State for Transport set out in the Schedule below.
- 14 (16.10.2019) Schedule of General Vesting Declarations excepting and reserving mines and minerals

Registration date number	Plan Reference	Deed date	Registered title
16 October 2019	edged and numbered 1 in brown	13 May 2019	AGL490874
17 October 2019	edged and numbered 2 in brown	13 May 2019	AGL378571
30 October 2019	edged and numbered 3 and	13 May 2019	AGL492136

A: Property Register continued

4 in brown

- 15 (17.10.2019) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (23.11.1990) PROPRIETOR: THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HILLINGDON of Civic Centre, High Street, Uxbridge UB8 1UW and of DX45101, Uxbridge.
- 2 (23.11.1990) The Transfer to the proprietor(s) contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 The following Conveyances of the land referred to below contain restrictive covenants affecting respectively the land in this title or the parts thereof referred to in such Conveyances:-

29.1.1930	Harefield Place and adjacent land containing 22a.2r.Op. or thereabouts.	1. George Rose (Vendor) 2. Barclays Bank Limited 3. Horatio Greenfield (Purchaser)
-----------	---	--

28.11.1935	Edged and lettered C in yellow on the Filed Plan.	1. George Rose (Vendor) 2. The North Central Wagon Company Limited 3. Harmans Uxbridge Brewery Limited (Purchasers)
------------	---	---

Copies of the covenants above referred to are set out in the Schedule of Restrictive Covenants hereto.

- 2 The roadways or strips of land hatched brown on the title Plan are subject to rights of way.
- 3 So far as affected thereby the land in this title together with other land of greater value is subject to an annual payment of £24 to the Perpetual Curate of Harefield but with the benefit of a covenant contained in a Deed dated 17 October 1877 made between (1) Charles Newdigate Newdegate and (2) Henry Richard Cox whereby the said annual sum was made payable in respect of other land in exoneration of the land in this title.
- 4 The land hatched yellow on the title plan together with other land is subject to the rights to lay construct erect use maintain and renew mains or pipes for the transmission or storage of gas or other materials and all necessary apparatus ancillary thereto granted by a Deed dated 23 February 1972 made between (1) The Mayor Aldermen and Burgesses of The London Borough of Hillingdon and (2) North Thames Gas Board. The said deed also contains restrictive covenants.

NOTE: Copy filed under MX123958 (NGL)

- 5 An Agreement under seal dated 12 February 1975 made between (1) Rickmansworth and Uxbridge Valley Water Company and (2) The Mayor Aldermen and Burgesses of The London Borough of Hillingdon relates to the laying of a water main in the position shown by a blue broken line

C: Charges Register continued

on the filed plan and to the supply of water. The said Agreement also contains a grant of easements over the adjoining road and footpath and a restrictive undertaking in the following terms:-

"THE Corporation undertakes that no building or erection shall be placed on any part of the land under which the Main or other works of the Company are placed from time to time which might make access to the Main or other works of the Company for the purposes hereinbefore referred to less easy or convenient.

NOTE: Copy filed.

- 6 Such part of the land as is affected thereby is subject to the rights granted by a Deed dated 20 April 1976 made between (1) The Mayor Aldermen and Burgesses of The London Borough of Hillingdon (Grantor) (2) Hoveringham Group Limited (Company) and (3) Central Electricity Generating Board (Board).

NOTE 1: The said Deed also contains covenants by the grantor

NOTE 2: Copy filed.

- 7 A Conveyance of the land edged and lettered A in red on the title plan dated 15 March 1929 made between (1) George Rose (Vendor) (2) Barclays Bank Limited (the Bank) and (3) The Rural Council of Uxbridge contains covenants.

NOTE: Copy filed.

- 8 A Conveyance of the land edged and lettered B in red on the title plan dated 19 December 1930 made between (1) George Rose (Vendor) (2) Barclays Bank Limited (the Bank) and (3) Urban District Council of Uxbridge contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 9 The lands edged and lettered A and B in red on the title plan are subject to the annual payment of £24 referred to above but have the benefit of the covenant contained in the Deed dated 17 October 1877 also referred to in the said entry.

- 10 The land tinted blue on the title plan is subject to rights of way.

- 11 A Transfer of the land remaining in this title dated 24 December 1980 made between (1) The Mayor and Burgesses of the London Borough of Hillingdon and (2) Greater London Council contains restrictive covenants and exceptions and reservations.

NOTE: Copy filed.

- 12 (23.11.1990) The parts of the land affected thereby are subject to the following rights granted by a Transfer of the land edged and numbered AGL21865 in green on the title plan dated 22 October 1990 made between (1) The Mayor and Burgesses of The London Borough of Hillingdon and (2) Albert John Ryall and Ivy Lily Ryall:-

"THE Property is transferred with the benefit of the rights specified in the First Schedule to this Transfer so far as the Council can grant the same

THE FIRST SCHEDULE

1. Rights granted in accordance with Part 1 of the Sixth Schedule to the Act of

(i) support for any building or part of a building

(ii) access of light and air to any building or part of a building

(iii) the passage of water gas or other piped fuel

(iv) the drainage and disposal of water sewage smoke or fumes

(v) the use and maintenance of pipes and other installations for the said passage drainage and disposal specified in paragraphs (iii) and

C: Charges Register continued

(iv) of this Clause

(vi) the use and maintenance of cables and other installations for

(a) the supply of electricity

(b) the use of any telephone or the receipt directly or by land line of visual or other wireless transmissions

All to the extent that the same are necessary as specified in paragraph 2(2) of the Sixth Schedule to the Act

2. Any other rights licences easements or quasi easements (so far as the Council can grant the same) as are at present appurtenant to or enjoyed with the Property

3. A right of way (with or without vehicles) in common with the Council and all others entitled to the like right over and along the roadway shown coloured green on the said plan for the purposes of access to and egress from the Property

TOGETHER with the right of entry onto the Council's adjoining or neighbouring properties for the purpose of inspecting repairing maintaining and cleansing the said pipes installations and cables used jointly with such adjoining or neighbouring properties and the Property the Transferee doing as little damage as possible and making good all damage done or occasioned to such adjoining or neighbouring properties by the exercising of such rights PROVIDED that the exercise of all rights specified in this Schedule shall be subject to the contribution by those claiming to exercise the same of a share of reasonable costs of keeping all structures apparatus and rights of way affected by such rights in good repair and working order (including replacement where necessary) proportionate to the number of properties using the same any dispute over the necessity for repair or replacement the reasonableness of costs or the number of properties to be settled by the decision of an independent expert agreed between the Council and the Transferee and all others potentially liable to contribute or in default of such agreement appointed by the President for the time being of the Royal Institution of Chartered Surveyors PROVIDED FURTHER that the exercise of all rights specified in this Schedule shall also be subject to the Transferee keeping all structures apparatus and rights of way on and over the Property affected by the rights specified in the Second Schedule hereto in good repair and working order (including replacement where necessary) and any dispute over the necessity for repair or replacement and the reasonableness of costs being settled in case of dispute by the like process to that set out above".

NOTE: The roadway coloured green referred to is hatched brown on the title plan.

13 (24.12.1990) The parts of the land affected thereby are subject to the rights granted by a Transfer of the land edged and numbered AGL22532 in green on the title plan dated 17 December 1990 made between (1) The London Borough of Hillingdon and (2) Ernest Painter and Rose Painter which rights are identical with those granted by the Transfer dated 22 October 1990 referred to above.

14 (19.06.2001) The parts of the land affected thereby are subject to the following rights granted by a Deed of Grant dated 15 June 2001 made between (1) The Mayor and Burgesses of the London Borough of Hillingdon (Grantor) and (2) Southern Electric Plc (Company):-

"the Grantor with full title guarantee HEREBY GRANTS..... FULL RIGHT AND LIBERTY for the Company its servants workmen and others authorised by them to lay use and thereafter from time to time inspect maintain repair renew replace relay supplement and remove underground electric cables for the transmission and distribution of electricity and the necessary ducts pipes and other apparatus appurtenant thereto ("the Cables") in and under land comprised in the titles above mentioned in the position shown (as near as may be) coloured green ("the Easement Strip") on the plan bound up within ("the Plan") (together with the pole and stay with ancillary equipment (if any) as also illustrated on the Plan) Together with FULL RIGHT AND LIBERTY for the Company its

C: Charges Register continued

servants workmen and others authorised by them on reasonable prior notice (except in case of emergency when no notice shall be required) to enter upon the land comprised in the titles above mentioned for all or any of the purposes aforesaid and to break up and excavate so much of the said land as may from time to time be necessary TO HOLD the rights and liberties hereby granted unto the Company in fee simple

2. THE Company hereby covenants with the Grantor as follows:-

(a) that it will make good to the reasonable satisfaction of the Grantor any damage to the land comprised in the title above mentioned or to the buildings thereon caused by the Cables or by the laying or use of the Cables And if for any reason any such damage cannot be made good or if the Company so prefers it shall in lieu of making good such damage fully compensate the Grantor therefor

(b) that it will keep the Grantor indemnified against all actions or claims which may be brought or made against the Grantor by reason of any default or neglect on the part of the Company in the exercise of the rights and liberties hereby granted Provided that the Grantor shall as soon as practicable give notice in writing to the Company of any such action claim or demand brought made or threatened against the Grantor under the sub-clause and shall not settle adjust or compromise such action claim or demand without the consent of the Company Provided further that the Company may at its own expense settle adjust compromise or take over the conduct of any action claim or demand in the name of the Grantor and the Grantor shall at the expense of the Company give such information and assistance as the Company may reasonably require

(c) construct and maintain the Cables in accordance with the relevant regulations for safety for the time being in force

(d) obtain the Grantor's consent which shall not be unreasonably withheld or delayed to the cutting lopping or felling of any tree or hedge on the the land comprised in the titles above mentioned

(e) if so required, in the event of determination of the rights and liberties hereby granted, remove the Cables, or if agreed by the Grantor leave them in situ in a safe condition

4. ANY dispute or difference arising hereunder will be referred to arbitration and determined by an arbitrator who will be appointed by agreement between the parties or, in default of agreement, appointed at the request of either party, by the President for the time being of the Royal Institution of Chartered Surveyors"

The said deed also contains the following covenants by the Grantor:-

3. THE Grantor with intent to bind the land comprised in the titles above mentioned into whosoever hands the same may come and for the benefit and protection of the Company's statutory electricity undertaking and Cables HEREBY COVENANTS with the Company that the Grantor and those deriving title under the Grantor will not at any time hereafter

(a) erect or construct any building wall fence or structure or plant any tree or shrub over in or on the Easement Strip; or

(b) do or suffer to be done anything whereby the cover of soil over or the support of the Cables shall be altered or which may interfere with or prevent the free access to the Cables by the Company or render access to them more difficult or expensive or which may cause them damage; or

(c) without the prior written consent of the Company (such consent not to be unreasonably withheld or delayed) erect or construct any building wall fence or structure or plant any tree or shrub over on or in any land which is (in the case of any building wall fence or structure) within two metres of or (in the case of any tree or shrub) within five metres of the Easement Strip"

C: Charges Register continued

NOTE: Copy Deed plan filed under MX145065.

- 15 (23.01.2002) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto. The leases grant and reserve easements as therein mentioned.
- 16 (13.09.2002) The parts of the land affected thereby are subject to the rights granted by a Transfer of the land edged and numbered AGL107234 in green on the title plan dated 19 August 2002 made between (1) The Mayor and Burgesses of the London Borough of Hillingdon and (2) Jean Florence Ryall which rights are identical with those granted by the Transfer dated 22 October 1990 referred to above.
- 17 (25.04.2006) Such part of the land as is affected thereby is subject to the rights granted by a Deed dated 24 March 2006 made between (1) The Mayor and Burgesses of the London Borough of Hillingdon and (2) The Official Custodian for Charities (on behalf of the members of the Council of Dogs Trust).

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 29 January 1930 referred to in the Charges Register:-
- "The Vendor hereby further covenants with the Purchaser not at any time hereafter to use or allow any part of the said Harefield Place Estate for the time being remaining vested in him to be used as a Hotel or Country Club but this shall not preclude the Vendor his heirs executors administrators or assigns the owner or owners for the time being of the residue of the said Harefield Place Estate from erecting or allowing to be erected on such site as he or they may desire in the neighbourhood of South Harefield Station an Inn or Tavern or Public House or other provisions for the ordinary accommodation of travellers (not to be used however for residential purposes) or from using or allowing to be used any part of the said Harefield Place Estate or any premises that are now or may hereafter be erected thereon for the purposes of Golf Tennis or other Sports or Games Clubs with club houses and the usual accommodation and further that on any sale or lease by the Vendor of all or any part of such part of the said Harefield Place Estate as is now vested in him the Vendor will impose such a restrictive covenant or covenants as will prohibit the lessee or Purchaser from committing any breach of the said covenant by the Vendor in this Clause contained and upon his so doing the Vendor shall be released from all personal liability under the covenants in this Clause contained."
- 2 The following are details of the covenants contained in the Conveyance dated 28 November 1935 referred to in the Charges Register:-
- "For the benefit of the premises described in the said First Schedule and so as to bind the premises described in the said Second Schedule the Vendor with the Concurrence of the Mortgagees (so far as required in order to bind effectually the last mentioned premises into whosoever hands the same may come and to enable the Purchasers to effect the registration of this covenant as a Land Charge Class D II in the names of both the Vendor and the Mortgagees but not so as to impose on the Mortgagees any liability in damages) hereby covenants with the Purchasers to observe at all times hereafter the restriction contained in the Fifth Schedule hereto. Provided always that the Vendor or other the owners or occupiers for the time being of the premises described in the said Second Schedule shall not be personally liable in damages for any breach of the aforesaid covenant which may occur after he or they shall have parted with all interest in the land in respect of which such breach shall occur Provided also that if and when a building shall be erected on the land described in the said First Schedule and used for any purpose other than an Inn Tavern or Public House the covenant in this clause contained shall cease to have effect."

Schedule of restrictive covenants continued

Not at any time hereafter to use or permit to be used such part of the Vendors Harefield Place Estate as is described in the said Second Schedule or any part thereof or any buildings now or hereafter to be erected thereon for the trade or business of a licensed Victualler or seller of beer and/or wines and spirits."

NOTE: The land described in the First Schedule is the land edged and lettered C in yellow on the title Plan and the land described in the Second Schedule includes the land in this title (except the land tinted blue thereon)

3 The following are details of the covenants contained in the Conveyance dated 19 December 1930 referred to in the Charges Register:-

"THE Council to the intent and so as to bind (so far as practicable) the said land hereby conveyed into whosoever hands the same may come and to benefit and protect the Estate known as the Harefield Place Estate belonging to the Vendor but not so as to render the Council liable in damages for any breach of any negative covenant committed after they shall have parted with all interest in the Vendor at all times hereafter to observe and perform the stipulations restrictions and conditions set out in the First Schedule hereto.

THE FIRST SCHEDULE before referred to

1. BUILDING LINE. The building line is to be at the distance from the road prescribed by the Uxbridge Urban District Council's Town Planning Scheme.

2. PLANS. Plans showing the positions of all buildings proposed to be erected upon the land together with sections showing the height of such buildings are to be submitted to and approved by the Vendor's Surveyors before the Council commences to build but such consent shall not be unreasonably withheld. The Council shall pay the sum of One pound for the approval by the Vendor's Surveyors of the plan or plans submitted to them of any building proposed to be erected on the land.

3. BUILDINGS. No domestic office stable garage or other inferior permanent building shall be erected on the land except for use in connection with a private dwellinghouse.

4. WATER CLOSETS AND PRIVIES. No water closet or privy shall be erected detached from other buildings.

5. TEMPORARY ERECTIONS. No temporary building of any kind is to be erected on the land except sheds or workshops to be used only for the works incidental to the erection of the houses which may be erected and subject to the permission of the Vendor's Surveyors and under their directions.

6. NO clay earth sand or gravel shall without the consent of the Vendor be excavated or removed from the land other than is necessary for the purpose of the buildings to be erected nor shall any brick making be carried on or sale of building materials be held there.

7. NO clay or earth shall be burnt into ballast on the land and no excavation for the purpose of obtaining gravel or sand shall be made thereon in such manner as to withdraw support from any adjoining owner's land or below the level and within six feet of any adjoining building without the consent of such adjoining owner.

8. No building now or hereafter erected upon the land shall be used as a Country Club, Hotel, Inn, Tavern, Public House, Beer Shop or Factory nor as an advertising station nor shall any fence be used for exhibiting advertisements nor shall any hut shed caravan or house on wheels be placed or used upon any portion of the land nor shall the land or any house or building thereon be used for any purpose which may be a nuisance or annoyance to any adjoining owner or to the Vendor his successors or assigns or to the neighbourhood.

9. RIGHTS RESERVED. In respect of the residue of the Harefield Place

Schedule of restrictive covenants continued

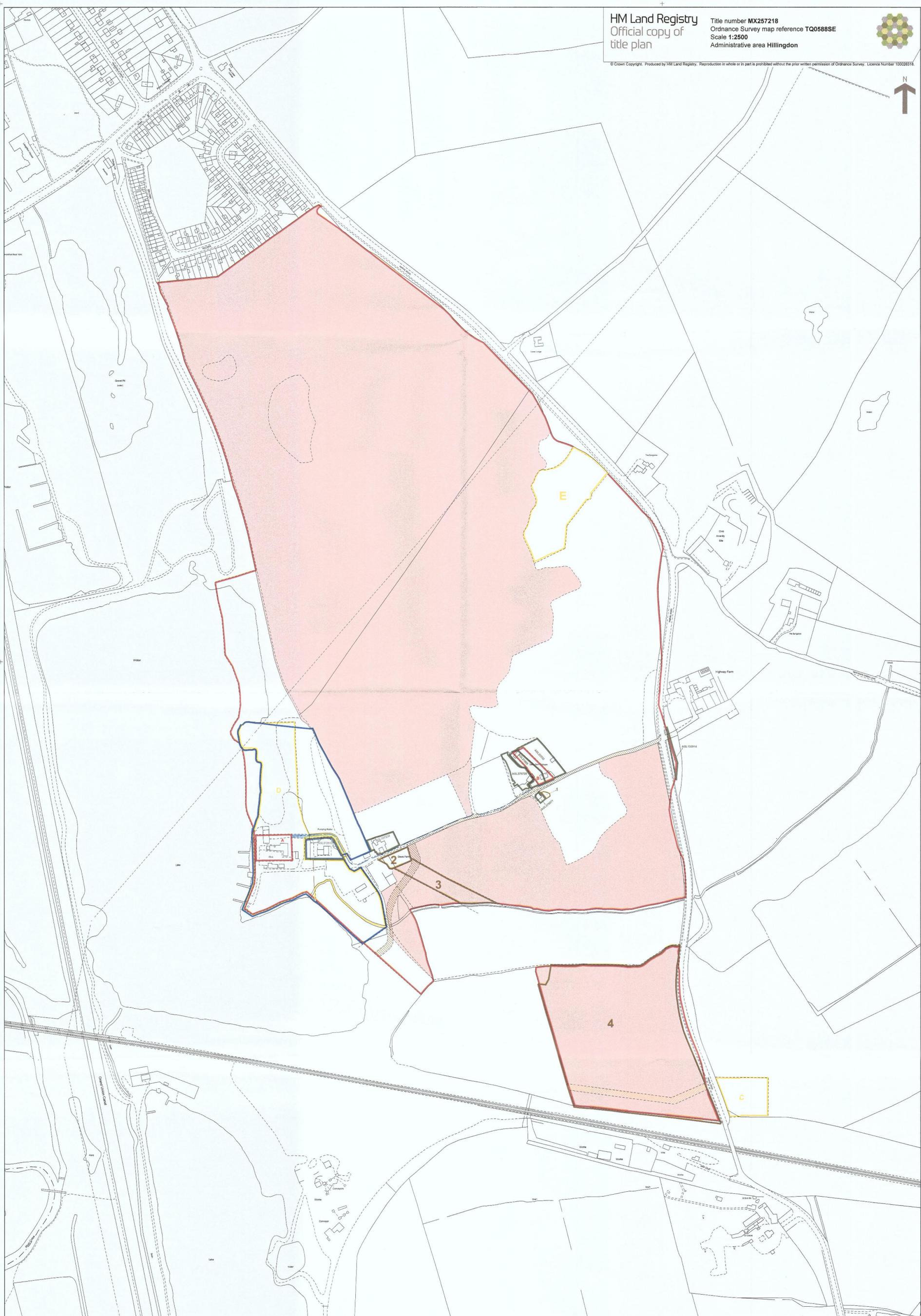
Estate the Vendor reserves the right to deal therewith without reference to and independent of these stipulations.

10. NO right of light air or other easement shall pass or be deemed to pass by virtue of the Conveyance to the Purchaser which shall in any way prevent or interfere with the development of the adjoining land of the Vendor for building purposes or prevent the Vendor his heirs executors administrators or assigns from erecting buildings thereon as he or they may think fit."

Schedule of notices of leases

1	Edged and Lettered D in yellow	Dewes Farm	24.10.1980 999 years from 1.1.1977	NGL413990
2	23.01.2002 Edged and lettered E in yellow	Wildlife Trust Land	21.12.2001 25 years from 21.12.2001	AGL98908
3	31.05.2016 edged blue	Hillingdon Outdoor Activities Centre	01.07.2003 25 years from 1.7.2003	AGL378589
	NOTE: During the subsistence of this lease, the lease dated 24 December 1980 referred to above takes effect as an underlease.			
4	09.12.2016 Tinted pink	Park Lodge Farm	01.04.2011 24 years from 01.04.2011	AGL382235
	NOTE: The lease comprises also other land.			

End of register



This official copy issued on 22 January 2020 shows the state of this title plan on 22 January 2020 at 08:48:22.
It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by HM Land Registry, Durham Office.

From: Patricia Thompson

Sent: 21 August 2019 16:35

To: Alison Holtorp (alison.holtorp@eastcotera.co.uk); Beryl Upton (uptontb@btinternet.com); Brian Adams (badams4848@hotmail.com); Brian Cable (brian_cable@btinternet.com); Christine Leonard (chri5y@hotmail.com); Cllr Devi; Cllr Susan O'Brien (so'brien@hillington.gov.uk); David Crane (ickcranes@btinternet.com); Doreen McIntyre (dmlockcott@gmail.com); Keri Brennan (keribrennan@yahoo.co.uk); Lottie Jones (jones.lottie@gmail.com); Mike Rees (michaelrees@btinternet.com); Niki Samuel; Phil Taylor (ptaylor@altroy.co.uk); Philip Corthorne (pcorthorne@hillington.gov.uk); wendy hobday (wendyhobday@wendysworld.co.uk)

CC: Andrew Mackinnon; Grant Blowers

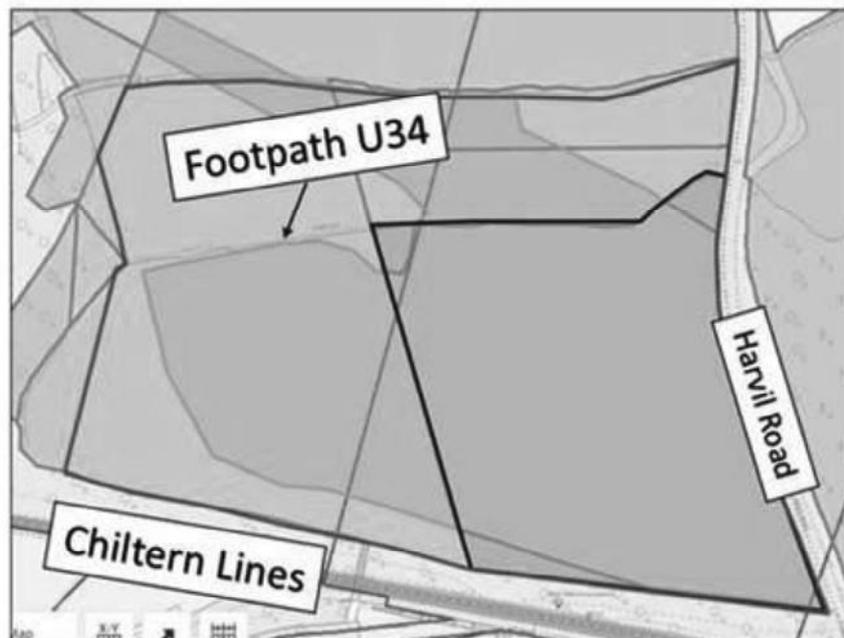
Subject: Harvil Road land take - Thursday 22 August

Attachments: Notice of load test piling works off Harvil Road FINAL v2.pdf; Notice of Public Right of Way U34 closure 02.08.2019 .pdf

Dear All,

I wanted to give you some advance notice of a land take HS2 is doing on Thursday 22 August off Harvil Road.

In order to undertake archaeology surveys and load test piling for the Colne Valley Viaduct, we will be taking possession of the land outlined in black in the map below. To ensure public safety during these works, as you know the U34 public right of way footpath will be temporarily closed from 22 August until spring 2020. I have attached copies of the notifications that have been sent to residents and are available on the local HS2 website HS2inHillingdon.



We are aware that part of this land is currently occupied by members of the public. Our Land and Property team have been out to site to speak with them and provide information of our intention to take possession of the land on Thursday.

Please let me know if you have any questions.

Kind regards

Patricia

Patricia Thompson | Senior Engagement Manager Area South | HS2 Ltd

Tel: 020 7944 8962 | Mob: 07768 474 849

Contact our HS2 Helpdesk team all day, every day of the year by:

Freephone **08081 434 434** | Minicom: **08081 456 472** | Email: HS2enquiries@hs2.org.uk

To keep up to date with what is happening in your local area, visit: www.HS2inyourarea.co.uk

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www.hja.net
rchada@hja.net

Direct tel: 0207 874 8367
Direct fax: 0207 874 8306
Switchboard: 020 7874 8300

Police Station Emergencies
0844 8480222

Our ref: 1034180.0001/RCH
Your ref:

9 January 2020

Dear Sirs

Protest Encampment on field at Harvil Road

We have been instructed on behalf of a number of protestors at the above site, which we understand is along the proposed HS2 route.

We understand at HS2, with the National Encampment Team and other enforcement officers sought to evict protestors who had camped in the above the field.

We are aware that HS2 has previously obtained a court order (reg ET20199000798) with regard to the eviction of various sites. However, Harvil Road falls outside the terms of this order.

As such, we request urgent confirmation of your authority to conduct such evictions. We understand that some protestors remain on site and we confirm that we are considering an emergency injunction to protest their position. We would therefore be grateful if you can respond as a matter of urgency.

Yours sincerely



Raj Chada
For Hodge Jones & Allen Solicitors

Hodge Jones & Allen Solicitors
DX 2101 EUSTON

Date: 9 January 2020
Your ref: 1034180.0001/RCH
Our ref: JENKINSW\335547-000116
Direct: +44 29 2047 7698
Email: shonajenkins@eversheds-sutherland.com

By email only rchada@hja.net

Dear Sirs,

Our clients: The Secretary of State for Transport and High Speed Two (HS2) Limited Former Protest Encampment on field at land at Harvil Road ("the Unauthorised Encampment")

We act on behalf of the Secretary of State for Transport ("DfT") and High Speed Two (HS2) Limited ("HS2") and have been passed a copy of your letter dated today addressed to HS2.

You make the point that 'Harvil Road' (we assume here you are making reference to the Unauthorised Encampment) does not form part of land which is subject to a High Court Order dated 28 November 2019 obtained by HS2; Claim No. PT-2019-000798 ("the Possession Order"). That is correct. The Possession Order does not cover the Unauthorised Encampment.

The High Court Enforcement Officers carrying out the enforcement explained and made clear to protesters at the Unauthorised Encampment, prior to the eviction taking place, that the eviction of that land was not pursuant to the Possession Order but was being undertaken by execution of a warrant issued pursuant to our clients' statutory powers under the High Speed Rail (London - West Midlands) Act 2017 ("2017 Act") and section 13 of the Compulsory Purchase Act 1965. We understand that a copy of the warrant was also shown to protesters at the Unauthorised Encampment. That statutory process authorises our clients to issue warrants where unauthorised occupiers refuse to give up possession of land which is subject to those statutory regimes and land to which they are entitled to possession of. For the avoidance of doubt, a court order is not required.

The Unauthorised Encampment was situated on land vested in the DfT pursuant to a general vesting declaration executed on 13 May 2019. Our client is therefore entitled to possession of the land on which the Unauthorised Encampment is situated and your clients continued unauthorised occupation hindered our client's ability to enter on and take possession of it. Our client was therefore entitled to issue a statutory warrant in respect of the land on which the Unauthorised Encampment was situated and to direct High Court Enforcement Officers to obtain and deliver possession of it to them.

We are also informed that some protesters remain on other land at Harvil Road to which our clients are entitled to possession of. Where land falls outside of the land covered by the Possession Order, and depending on where the protesters are currently located, enforcement is being undertaken either pursuant to a statutory warrant issued by DfT (where the land is vested in the DfT pursuant to a general vesting declaration) or pursuant to a statutory warrant issued by HS2 where it is land to which HS2 is entitled to possession of pursuant to Schedule 16 of the 2017 Act.

car_lib1\17311973\1jenkinw

Eversheds Sutherland (International) LLP is a limited liability partnership, registered in England and Wales (number OC304065), registered office One Wood Street, London EC2V 7WS. Authorised and regulated by the Solicitors Regulation Authority. A list of the members' names and their professional qualifications is available for inspection at the above office.

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We note your clients' threat of injunctive action. We put your clients on notice that in the event that they issue injunctive proceedings, our client will be seeking a costs order against your clients for any costs it incurs in dealing with those proceedings which we trust you will advise your client would likely be substantial.

Yours faithfully

A handwritten signature in black ink that reads "Eversheds Sutherland". The signature is written in a cursive, flowing style. It is positioned above a thin horizontal line.

Eversheds Sutherland (International) LLP

Sector C1 - Harvil Road Area Indicative Construction Timeline

1st June 2020 – July 2024

Works start	Works complete (Target)	Description of work	Location	Contractor/Utility
June 2020	December 2020	Archaeological investigations trial trenching and mitigation where required	HOAC, Dews Lane and Harvil Road areas	Fusion
June 2020	August 2020	Fencing and installation of security measures	HOAC & Dews Lane areas	Fusion
June 2020	September 2020	Tree and vegetation clearance, invasive species treatment, badger mitigation & construction of bat house	HOAC & Dews Lane areas	Fusion
June 2020	November 2020	Installation and commissioning of a new gas main	Harvil Road	Cadent Gas
June 2020	February 2022	Overhead powerline diversionary works including the construction of temporary access roads, GI, new pylons and restringing of powerline, testing and commissioning, decommissioning of existing pylons and site demobilisation	Harvil Road, Dews Lane, Denham County Park and Bucks Golf Course areas	National Grid
June 2020	September 2020	Test piling for viaduct piers	Harvil Road	Align
June 2020	September 2020	Geotechnical Investigations (GI)	Harvil Road, Dews Lane and HOAC areas	Align
July 2020	June 2021	Site set-up and new bellmouth construction adjacent to Harvil Road/Dews Lane junction, enabling works and the construction of the parallel access road	Dews Lane	Align

Works start	Works complete (Target)	Description of work	Location	Contractor/Utility
August 2020	October 2020	Surveys of farmhouse and outbuildings. Bat roost relocation	Dews Lane	Fusion
October 2020	December 2020	Demolition of farmhouse and outbuildings	Dews Lane	Align
November 2020	February 2024	Construction of south embankment including compound set up and haul roads	Harvil Road and Dews Lane areas	Align
January 2021	December 2022	Construction of Ickenham ATFS platform including civils works	Harvil Road	Align
March 2021	June 2021	Mitigation planting	HOAC and Dews Lane areas	Fusion
June 2021	May 2022	CVV Dews Lane HOAC Satellite Compound Haul Road Construction and Jetty Construction	HOAC and Dews Lane areas	Align
February 2022	February 2024	Piling and viaduct pier construction	Harvil Road, Dews Lane and HOAC areas	Align
January 2023	TBC	Installation of Ickenham ATFS, testing and commissioning	Harvil Road	HS2 Rail Systems
November 2023	July 2024	Construction of the viaduct	Harvil Road, Dews Lane and HOAC areas	Align

Sector S2 - Harvil Road Area Indicative Construction Timeline

1st June 2020 – July 2024

Works start	Works complete (Target)	Description of work	Location	Contractor/Utility
June 2020	December 2020	Archaeological investigations trial trenching and mitigation where required	Land East of Harvil Road, North of Newyears Green Lane and South of the Chiltern Line	CSJV
June 2020	October 2020	Tree and vegetation clearance, ecology mitigation	Land East of Harvil Road	CSJV/ SCS
June 2020	August 2020	Fencing and installation of security measures	Land East of Harvil Road	SCS
June 2020	November 2020	Installation and commissioning of a new gas main	Harvil Road	Cadent Gas
August 2020	September 2021	Harvil Road Chiltern Line overbridge - abutment construction	Harvil Road	SCS
September 2020	July 2024	Site set-up, sustainable placement and landscaping (North)	Land East of Harvil Road, North of Newyears Green Lane	SCS
September 2020	July 2024	TBM spoil treatment	North & south of the Chiltern Line in Copthall Cutting	SCS
October 2020	March 2021	Temporary Harvil Road diversion construction (in use until permanent diversion in place) & temporary construction haul road connections	Harvil Road	SCS

Works start	Works complete (Target)	Description of work	Location	Contractor/Utility
March 2021	July 2024	Site set-up, earthworks/treatment, sustainable placement and landscaping (South)	Land East of Harvil Road, South of the Chiltern Line railway	SCS
April 2021	October 2021	Permanent Harvil Road diversion - embankments	Harvil Road	SCS
April 2021	June 2022	Excavation and piling of Copthall cut and cover tunnel	Land East of Harvil Road	SCS
August 2021	October 2021	Harvil Road Chiltern Line overbridge – bridge deck installation	Harvil Road	SCS
August 2021	December 2021	Construction of permanent Newyears Green Bourne culvert for Harvil Road diversion	Harvil Road	SCS
October 2021	August 2022	Road construction, including permanent Harvil Road diversion & temporary construction haul road connections	Harvil Road	SCS
October 2021	March 2024	Construction of Copthall cut and cover tunnel and headhouse and backfilling	Land East of Harvil Road	SCS
August 2022	October 2022	Existing Harvil Road Chiltern Line overbridge - demolition	Harvil Road	SCS
November 2023	July 2024	Landscaping and mitigation planting	Land East of Harvil Road	SCS

1. Home (<https://www.gov.uk/>)
2. Transport (<https://www.gov.uk/transport>)
3. Rail (<https://www.gov.uk/transport/rail>)
4. HS2 (<https://www.gov.uk/transport/hs2>)
5. HS2 Phase One (<https://www.gov.uk/transport/hs2-phase-one>)

News story

Government provides construction sector certainty by confirming 'Notice to proceed' on High Speed 2

HS2 Ltd today marks next step for the project, issuing 'Notice to proceed' on Britain's new railway.

Published 15 April 2020

From:

Department for Transport (<https://www.gov.uk/government/organisations/department-for-transport>), High Speed Two (HS2) Limited (<https://www.gov.uk/government/organisations/high-speed-two-limited>), and Andrew Stephenson MP (<https://www.gov.uk/government/people/andrew-stephenson>)



- High Speed 2 (HS2) project reaches its next stage as joint venture companies receive approval to begin detailed design and construction phase
- 'Notice to proceed' process marks formal approval for main construction works to begin, following decision earlier this year to proceed with the project
- construction to begin in line with Public Health England advice during the coronavirus outbreak

Following the decision to proceed with HS2 earlier this year, HS2 Ltd has today (15 April 2020) marked the next step for the project after issuing 'Notice to proceed' to the companies that will undertake construction on Britain's new railway.

After careful consideration of the independent Oakervee review (<https://www.gov.uk/government/publications/oakervee-review-of-hs2>), the Prime Minister confirmed to Parliament in February 2020 (<https://www.gov.uk/government/speeches/pm-statement-on-transport-infrastructure-11-february-2020>) that the project should go ahead, to deliver vital improvements to capacity and connectivity across the Midlands and North, alongside a reform package to improve governance at HS2 to ensure the project is delivered better and more efficiently. 'Notice to proceed' marks the formal approval for the project to begin the construction phase and HS2 Ltd is now entering Stage 2 of the main works civils contracts, with each held by a specific joint-venture.

At a time when the construction sector faces uncertainties during the coronavirus outbreak, issuing 'Notice to proceed' provides a vote of confidence in construction companies and the wider supply chain supporting HS2.

HS2 Minister Andrew Stephenson said:

While the government's top priority is rightly to combat the spread of coronavirus, protect the NHS and save lives, we cannot delay work on our long-term plan to level up the country.

HS2 will be the spine of the country's transport network, boosting capacity and connectivity while also rebalancing opportunity fairly across our towns and cities.

Following the decision earlier this year to proceed with the project, this next step provides thousands of construction workers and businesses across the country with certainty at a time when they need it, and means that work can truly begin on delivering this transformational project.

The 4 work packages are for full detailed design and construction of Phase One of the HS2 railway. Through these contracts, small and medium businesses have the guarantee of a pipeline of activity for the future, helping to protect jobs and boost certainty for them in the current climate.

The joint-ventures that are responsible for each package of work will be able to commence work in line with Public Health England's guidance around construction work continuing during the coronavirus outbreak (<https://www.gov.uk/guidance/social-distancing-in-the-workplace-during-coronavirus-covid-19-sector-guidance#construction>), in a way both safe to their workers and the public.

The joint ventures, originally awarded contracts by HS2 Ltd in July 2017, are:

- SCS Railways (Skanska Construction UK Ltd, Costain Ltd, STRABAG AG)
- Align JV (Bouygues Travaux Publics SAS, a subsidiary of Bouygues Construction, Sir Robert McAlpine and VolkerFitzpatrick, a subsidiary of VolkerWessels UK)
- EKBF JV (Eiffage Genie Civil SA, Kier Infrastructure and Overseas Ltd, BAM Nuttall, Ferrovial Agroman)
- BBV JV (Balfour Beatty Group Ltd, VINCI Construction Grands Projets, VINCI Construction UK Ltd, VINCI Construction Terrassement)

As well as contracts being awarded today, the Department for Transport has today published the new Full business case High Speed 2 Phase One (<https://www.gov.uk/government/publications/hs2-phase-one-full-business-case>), setting out the strategic and economic case for the project and outlining how it will deliver a positive return on investment, alongside boosting capacity and connectivity needed in towns and cities across the country, delivering on the government's levelling up agenda.

HS2 and major projects media enquiries

Media enquiries 020 7944 3021

Out of hours media enquiries 020 7944 4292

Switchboard 0300 330 3000

Published 15 April 2020

Related content

- Oakervee Review of HS2 (<https://www.gov.uk/government/publications/oakervee-review-of-hs2>)
- HS2 Phase One plan and profile maps: index and key plans (<https://www.gov.uk/government/publications/hs2-plan-and-profile-maps-london-to-the-west-midlands-index-and-key-plans>)
- PM statement on transport infrastructure: 11 February 2020 (<https://www.gov.uk/government/speeches/pm-statement-on-transport-infrastructure-11-february-2020>)
- HS2 Phase One full business case (<https://www.gov.uk/government/publications/hs2-phase-one-full-business-case>)
- Treasury Direction made under Sections 71 and 76 of the Coronavirus Act 2020 (<https://www.gov.uk/government/publications/treasury-direction-made-under-sections-71-and-76-of-the-coronavirus-act-2020>)

Explore the topic

- HS2 Phase One (<https://www.gov.uk/transport/hs2-phase-one>)
- HS2 business case (<https://www.gov.uk/transport/hs2-business-case>)

	Programme impact	Cost impact	Commentary
ZC275kV overhead diversion	12 month impact to completion of Non Contestable utility works Consequential delay to ALIGN CVV Jetty Works	Approx. £2.2m extra to works and approx £5.3m extra for security costs	Original outage was Jul-Oct 20, new outage date as a result of protest action is confirmed as Jul-Oct 21. If this outage is missed there is potentially 3 years delay for next outage. Seasonal constraints - work now has to be completed in nesting bird season under an ecological watching brief
Cadent Gas HP07 diversion	12 month impact to completion of Non Contestable utility works Impact on SCS access dates	Approx. £4m for delays and extra security costs	Original outage was Oct-19. New outage date is Oct-20.
Fusion enabling works	4 month impact to completion of Fusion Enbaling Works Impact on ALIGN access dates Consequential delay to ALIGN Dewes Lane Widening Works, HOAC satellite compound establishment and jetty construction	Approx. £100k maintaining welfare and security costs during 5 month delay	Original AD02a access date was Mar-20 due to protestor activity and delays in the enabling works this is now Jul-20 Seasonal constraints/windows in programme limit when this work can be done and can have greater impacts of delay as a result
Align Load Test Pile 2 (LTP2)	5 month impact to completion of LTP works Consequential delay to detailed design and value engineering of piles	£450k for increased security and standing time in Q1 2020 - Ongoing cost If unable to complete trials HS2 will incur increased construction costs due to more conservative design required for initial stages of CVV.	Increased security mitigation due to increased protestor activity. Additional fencing, CCTV, security guards and dog handlers. If the protester delays continue it will progressively erode opportunity to deliver more efficient CVV design solutions
Align Ground Investigation (GI)	5 month impact to completion of Harvil Road associated GI works Consequential delay to detailed design of the Colne Valley	£30k standing costs of predominately GI plant from sub-contractor	If the protester delays continue it will progressively erode opportunity to deliver more efficient and value for money CVV design solutions
CSJV Tree clearance	3 months delay at the time of carrying out works due to protestor interference. Knock on effect is 10 months, in turn impacting on SCS access dates	£250k for additional security costs and abortive works direct costs £500k indirect costs	Protestor disruption has contributed to decreased workforce productivity Tree clearance subcontractors refusing to undertake works near Harvil Road in the Land High rate of turnover of CSJV staff managing works
SCS Harvil Road diversion associated works	2 months	£4.4m for extended security provisions as a result of delay to works	Badger sett mitigation vandalism, the sett is located at the boundary of the Land in Network Rail land Tree clearance works forced into being carried out within bird nesting season Japanese Knotweed surveys prevented to inform construction methods Oak Processionary Moth management prevented to protect workforce Impact to community of repeated road closures Impact to businesses, residents and emergency services of increased disruption of traffic Impact to emergency services from unknown persons removing road closure signage
HCEO Operation Florence	N/A	£3.1m	For the period May-20 to Jun-20 for operations at Harvil Road and Denham Country Park
Fusion costs for repair/replacement of damaged fencing and provision of additional security measures	N/A	£50k	Regular replacement of fencing panels that have been cut and retrieval of equipment from protestors camps
HCEO Land possession	N/A	£674k	Additional support to L&P for land possessions at Harvil Road for the period Jun-19 to May-20

£15,954,000

Consent with introductory note

The High Speed Rail (London - West Midlands) Act Schedule 33 Protective Provisions

HIGH SPEED TWO (HS2) LIMITED

2 Snowhill

Queensway

Birmingham

England

B4 6GA

Consent number

HS2/P10089

Introductory note

This introductory note does not form a part of the consent

The main features of the consent are as follows.

- Installation of fencing in the floodplain
- Installation of temporary platform in floodplain

The status log of the consent does not form part of the consent. It sets out the consenting history, including changes to the consent or consent reference number.

Status log of the consent		
Description	Date	Comments
Application HS2/P10089	22/01/2019	Application for installation of temporary platform and fencing within floodplain
Supplementary information	12/03/2019	Extra supporting information as requested submitted
Consent determined HS2/P10089	01/04/2019	Consent issued

End of introductory note

Consent

The High Speed Rail (London - West Midlands) Bill Schedule 33 Protective Provisions

Consent number

HS2/P10089

The Environment Agency hereby authorises, under schedule 33 of the High Speed Rail (London- West midlands) Bill

HIGH SPEED TWO (HS2) LIMITED

("the operator")

Whose registered office is

2 Snowhill

Queensway

Birmingham

England

B4 6GA

company registration number **06791686**

to operate the following activities:

Installation of fencing and platform, borehole activity and associated material storage within floodplain.

National Grid Reference(s)

Site location: TQ0587087680 (Harvil Road)

to the extent authorised by and subject to the conditions of this consent.

Name	Date
 Matthew Wales Project Manager -Permitting	01/04/2019

Authorised on behalf of the Environment Agency

Conditions

1 Management

1.1 General management

- 1.1.1 The operator shall manage and operate the activities:
- (a) in accordance with a written management system that identifies and minimises risks of flooding, impact on drainage and environmental harm so far as is reasonably practicable, including those risks arising from operations, maintenance, accidents, incidents, non-conformances and those drawn to the attention of the operator as a result of complaints; and
 - (b) using sufficient competent persons and resources.
- 1.1.2 Records demonstrating compliance with condition 1.1.1 shall be maintained.
- 1.1.3 Any person having duties that are or may be affected by the matters set out in this consent shall have convenient access to a copy of the consent.

2 Operations

2.1 Consented activities

- 2.1.1 The operator is only authorised to carry out the activities specified in schedule 1 table S1.1 (the “activities”).

2.2 The site

- 2.2.1 The activities shall not extend beyond the site, being the land shown in schedule 2 to this consent.

2.3 Operating techniques

- 2.3.1 The operator shall use appropriate measures, including but not limited to those in the Method of Work:
- (a) to minimise sediment mobilisation
 - (b) to minimise impact on biodiversity
 - (c) to ensure there is no increase to flood risk or detrimental impact on drainage;
 - (d) for the storage and disposal of waste produced; and
 - (e) to prevent and minimise environmental harm.
- 2.3.2 All liquids in containers, whose emission to water or land could cause pollution, shall be provided with secondary containment, unless the operator has used other appropriate measures to prevent or where that is not practicable, to minimise, leakage and spillage from the primary container.
- 2.3.3 Measures shall be taken to ensure that the activities do not cause the spread of invasive non-native species or plant or animal diseases.

3 Information

3.1 Records

3.1.1 All records required to be made by this consent shall:

- (a) be legible;
- (b) be made as soon as reasonably practicable;
- (c) if amended, be amended in such a way that the original and any subsequent amendments remain legible, or are capable of retrieval; and
- (d) be retained, unless otherwise agreed in writing by the Environment Agency, for at least 6 years from the date when the records were made.

3.1.2 The operator shall maintain convenient access, in either electronic or hard copy, to the records, plan and management system required to be maintained by this permit.

3.2 Reporting

3.2.1 The operator shall send all reports and notifications required by the consent to the Environment Agency using the contact details supplied in writing by the Environment Agency.

3.3 Notifications

3.3.1 The Environment Agency shall be notified no less than 14 days before the commencement of the activities.

3.3.2 The Environment Agency shall be notified no less than 7 days after the activities are completed.

3.3.3 The Environment Agency shall be notified without delay following the detection of any breach of a limit specified in the consent or any significant environmental effects resulting from the activities or of any breach of the consent.

3.3.4 Written confirmation of actual or potential incidents or effects and breaches referred to in 3.3.3 shall be submitted within 24 hours.

3.3.5 The Environment Agency shall be notified within 14 days of the occurrence of the following matters, except where such disclosure is prohibited by Stock Exchange rules:

Where the operator is a registered company:

- (a) any change in the operator's trading name, registered name or registered office address; and
- (b) any steps taken with a view to the operator going into administration, entering into a company voluntary arrangement or being wound up.

Where the operator is a corporate body other than a registered company:

- (a) any change in the operator's name or address; and
- any steps taken with a view to the dissolution of the operator.

3.4 Interpretation

3.4.1 In this consent the expressions listed in schedule 3 shall have the meaning given in that schedule.

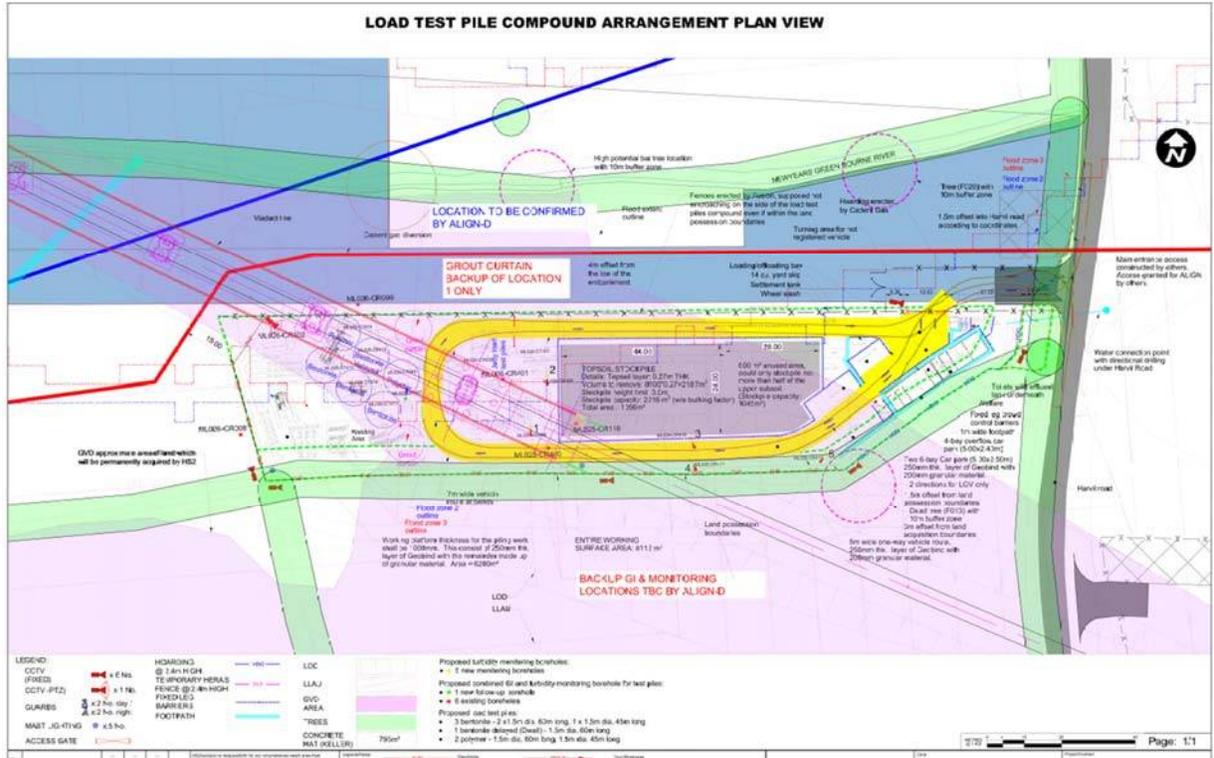
3.4.2 In this consent references to reports and notifications mean written reports and notifications, except where reference is made to notification being made "without delay", in which case it may be provided by telephone.

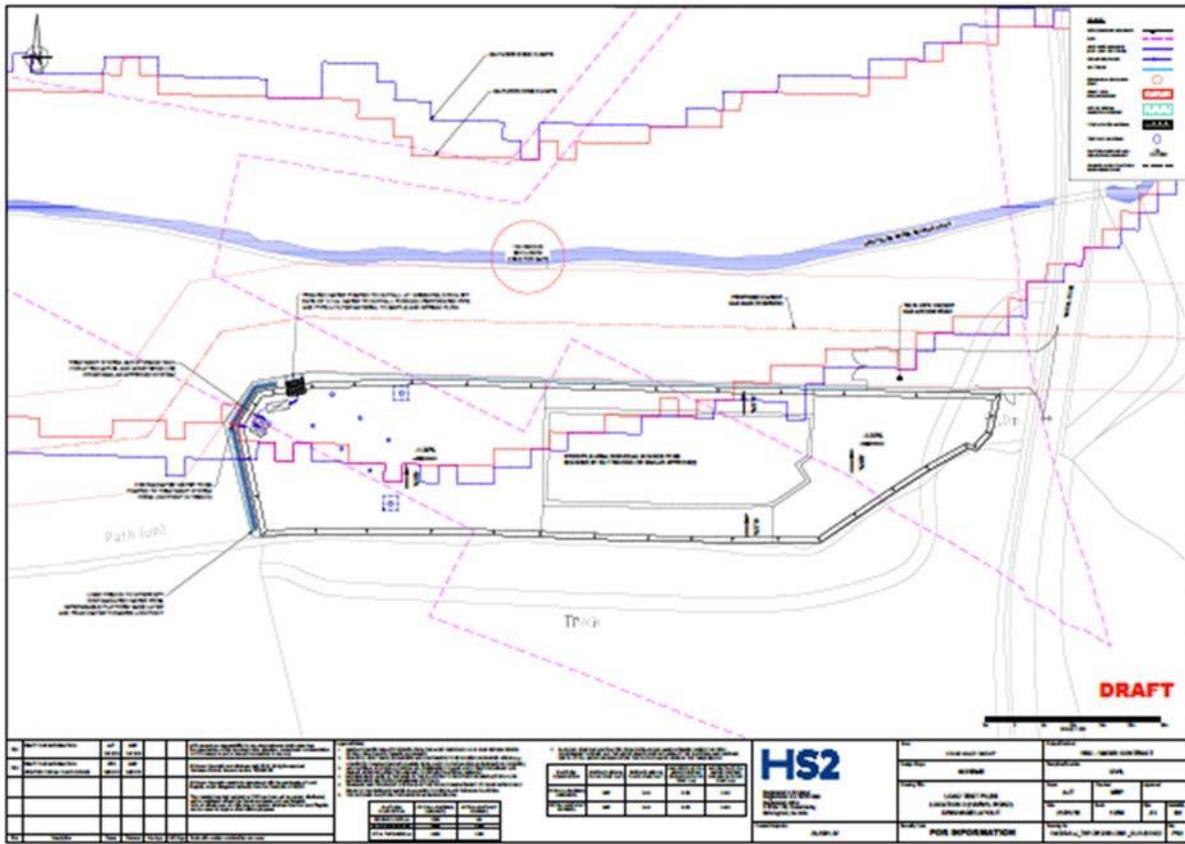
- 3.4.3 Any reference to a distance of a number of metres from a flood defence structure, drainage work, remote defence or sea defence is a reference to that distance as measured from the foot of the foregoing as the case may be.
- 3.4.4 Any reference to a distance of a number of metres from a river control work is a reference to that distance as measured from the nearest part of the river control work.
- 3.4.5 Any reference to a distance of a number of metres from a watercourse is a reference to that distance as measured horizontally from the foot of the bank on the landward side of the watercourse

Schedule 1 – Operations

Table S1.1 activities		
Activity reference	Description of activities	Limits of activities
Temporary or enabling works		
T1	Installation of temporary fencing in the floodplain	<p>The activities shall be carried out in accordance with the application form as received on 22/01/19 and plans:</p> <ul style="list-style-type: none"> • Load Test Pile Compound Arrangement Plan View • Colne Valley Viaduct – Test Piles – Locations 1, 2 and 3 Phase 1 Supporting information for consent • Site Drainage Plan <p>The activities shall, unless otherwise agreed in writing by the Environment Agency, be a minimum 2 metres set back from top of bank of the main river.</p> <p>The activities shall, unless otherwise agreed in writing by the Environment Agency, be commenced within 1 month of the date of the grant of the consent and completed within 5 months of commencement.</p>
T2	Installation of temporary structure within floodplain to facilitate test piling works	<p>The activities shall be carried out in accordance with the application form as received on 22/01/19 and plans:</p> <ul style="list-style-type: none"> • Load Test Pile Compound Arrangement Plan View • Colne Valley Viaduct – Test Piles – Locations 1, 2 and 3 Phase 1 Supporting information for consent • Site Drainage Plan <p>The activities shall, unless otherwise agreed in writing by the Environment Agency, be a minimum 8 metres set back from top of bank of the main river.</p> <p>The activities shall, unless otherwise agreed in writing by the Environment Agency, be commenced within 1 month of the date of the grant of the consent and completed within 5 months of commencement.</p> <p>All excavated materials shall be returned to the place they were removed from or removed from the flood plain entirely.</p>

Schedule 2 – Site Plan





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Schedule 3 – Interpretation

“application” means the application for this consent, together with any additional information supplied by the operator as part of the application.

“main river” means a watercourse or part of a watercourse designated as main river on the statutory main river map held by the Environment Agency.

“Method of Work” means a document forming part of the operator’s management system, setting out the working methods for carrying out the activity and what measures will be taken to avoid or minimise the risks of environmental effects.

“environmental effects” means:

- (a) flooding or risk of flooding;
- (b) harm to the environment or risk of harm to the environment; and
- (c) detrimental impact on drainage or risk of detrimental impact on drainage.

“environmental harm” means a result of human activity which may:

- (a) cause harm to the conservation, protection and enhancement of any species and habitats designated under any enactment as having special protection or priority;
- (b) prevent the achievement of environmental objectives within the meaning of the Water Framework Directive 2000/60/EC;
- (c) cause pollution; or
- (d) otherwise adversely affect the protection and enhancement of the environment.

END OF CONSENT