

1.	Claimants
2.	Rohan Perinpanayagam
3.	Fourth
4.	RP4
5.	Date:13August 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 RE-AMENDED CLAIM FORM

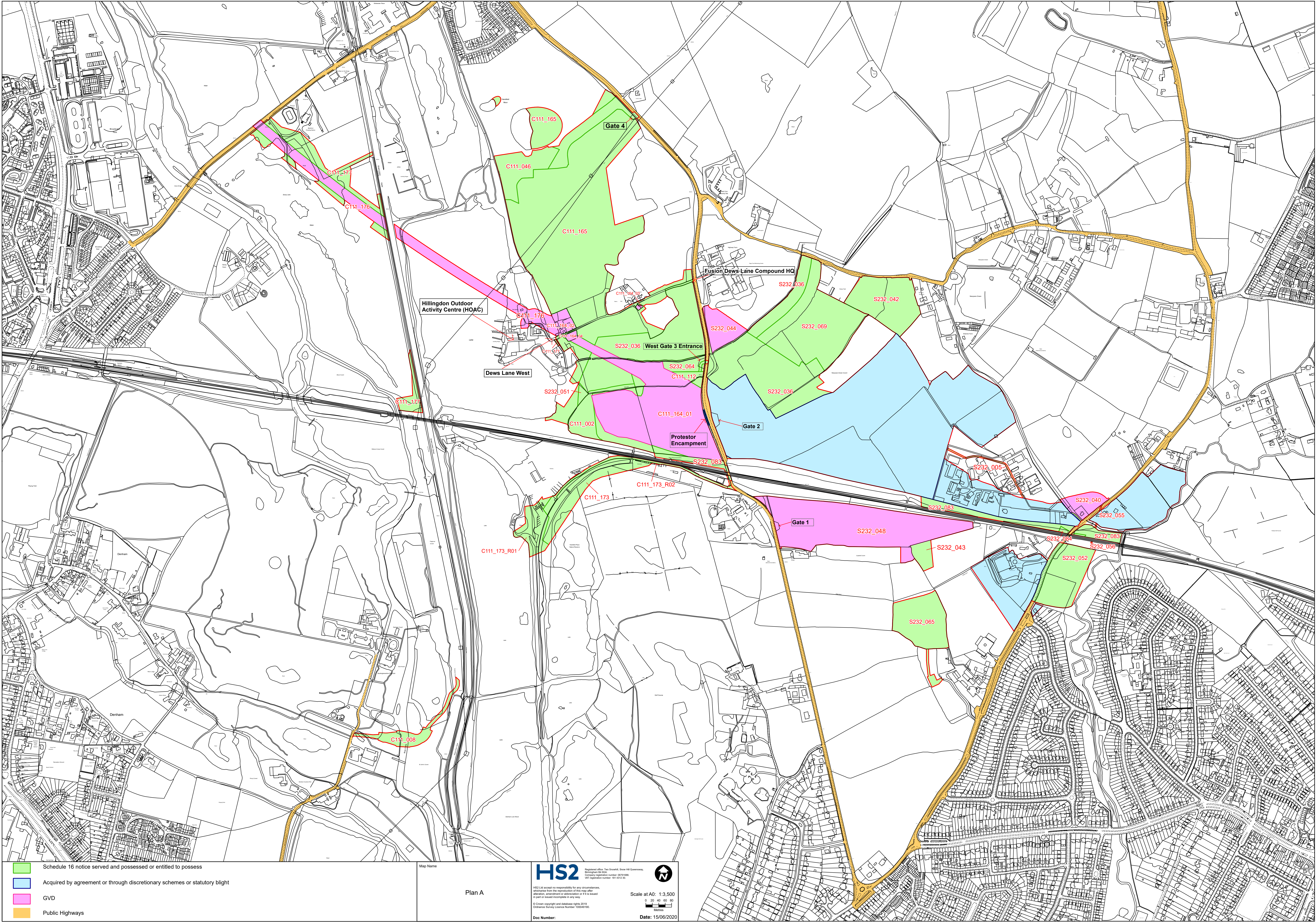
(2) PERSONS UNKNOWN SUBSTANTIALLY INTERFERING WITH THE PASSAGE BY THE CLAIMANTS AND THEIR AGENTS, SERVANTS, CONTRACTORS, SUB-CONTRACTORS, GROUP COMPANIES, LICENSEES, INVITEES OR EMPLOYEES WITH OR WITHOUT VEHICLES, MATERIALS AND EQUIPMENT TO AND FROM THE LAND AT HARVIL ROAD SHOWN COLOURED GREEN, BLUE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

(3) to (35) THE NAMED DEFENDANTS LISTED IN THE SCHEDULE TO THE ORDER OF MR DAVID HOLLAND QC DATED 22 JUNE 2020

(36) PERSONS UNKNOWN CUTTING, DAMAGING, MOVING, CLIMBING ON OR OVER, DIGGING BENEATH OR REMOVING ANY ITEMS AFFIXED TO ANY TEMPORARY OR PERMANENT FENCING OR GATES ON OR AT THE PERIMETER OF THE HARVIL ROAD SITE, OR DAMAGING, APPLYING ANY SUBSTANCE TO OR INTEFERING WITH ANY LOCK OR ANY GATE AT THE PERIMETER OF THE HARVIL ROAD SITE WITHOUT THE CONSENT OF THE CLAIMANTS

Defendants / Respondents

**EXHIBIT “RP4” TO THE
FOURTH WITNESS STATEMENT OF ROHAN PERINPANAYAGAM**



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

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Company registration number 06701886.
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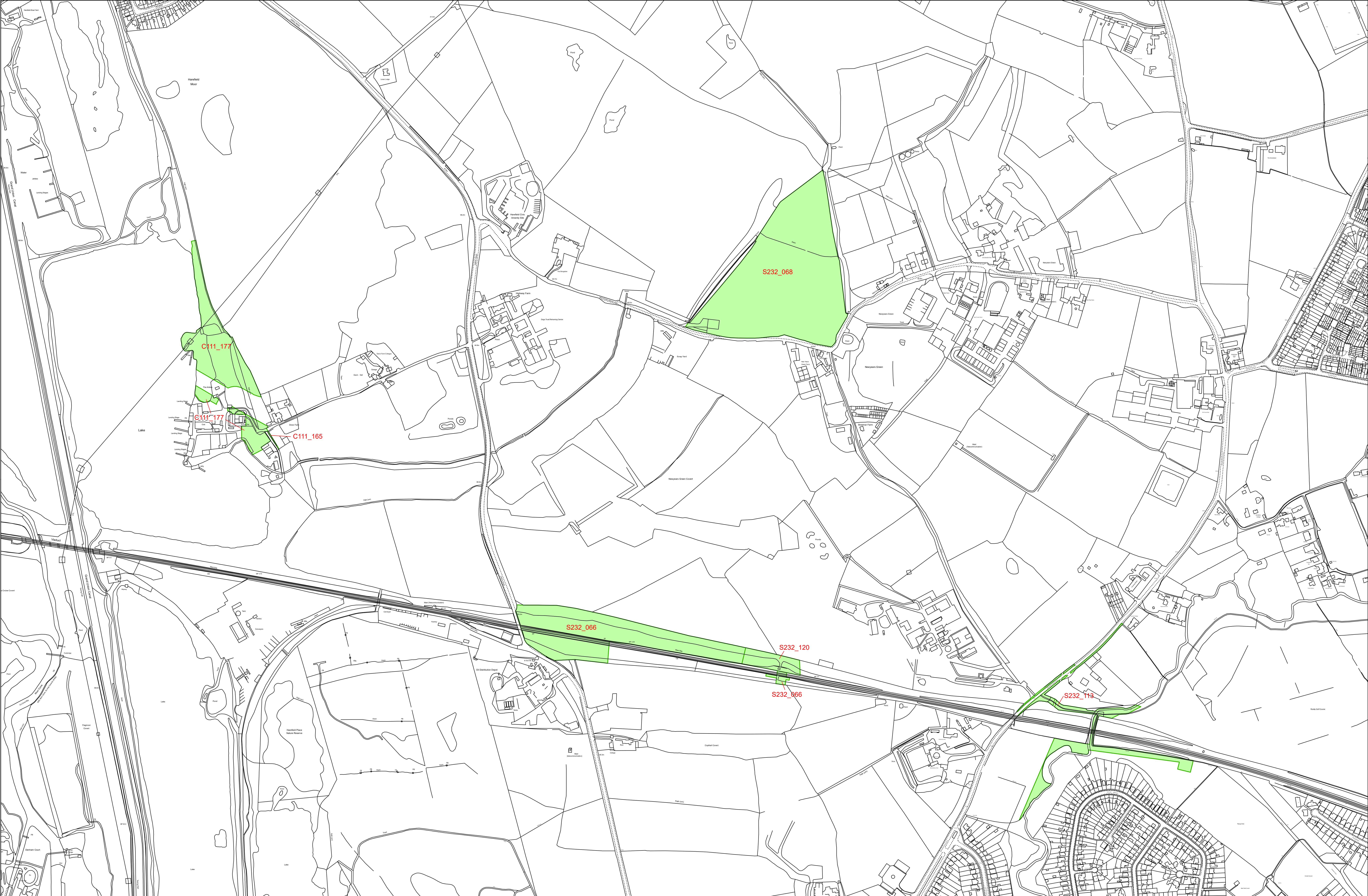
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0 20 40 60 80

Metres

Date: 15/06/2020



Schedule 16 notice served and possessed or entitled to possess

GVD

Rev	1.0	05/08/20	Draft	SM	AS	AA
			Description	By	Ckd	App

Map Name

Additional Land Plan

HS2

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VAT registration number 911 4312 26

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20

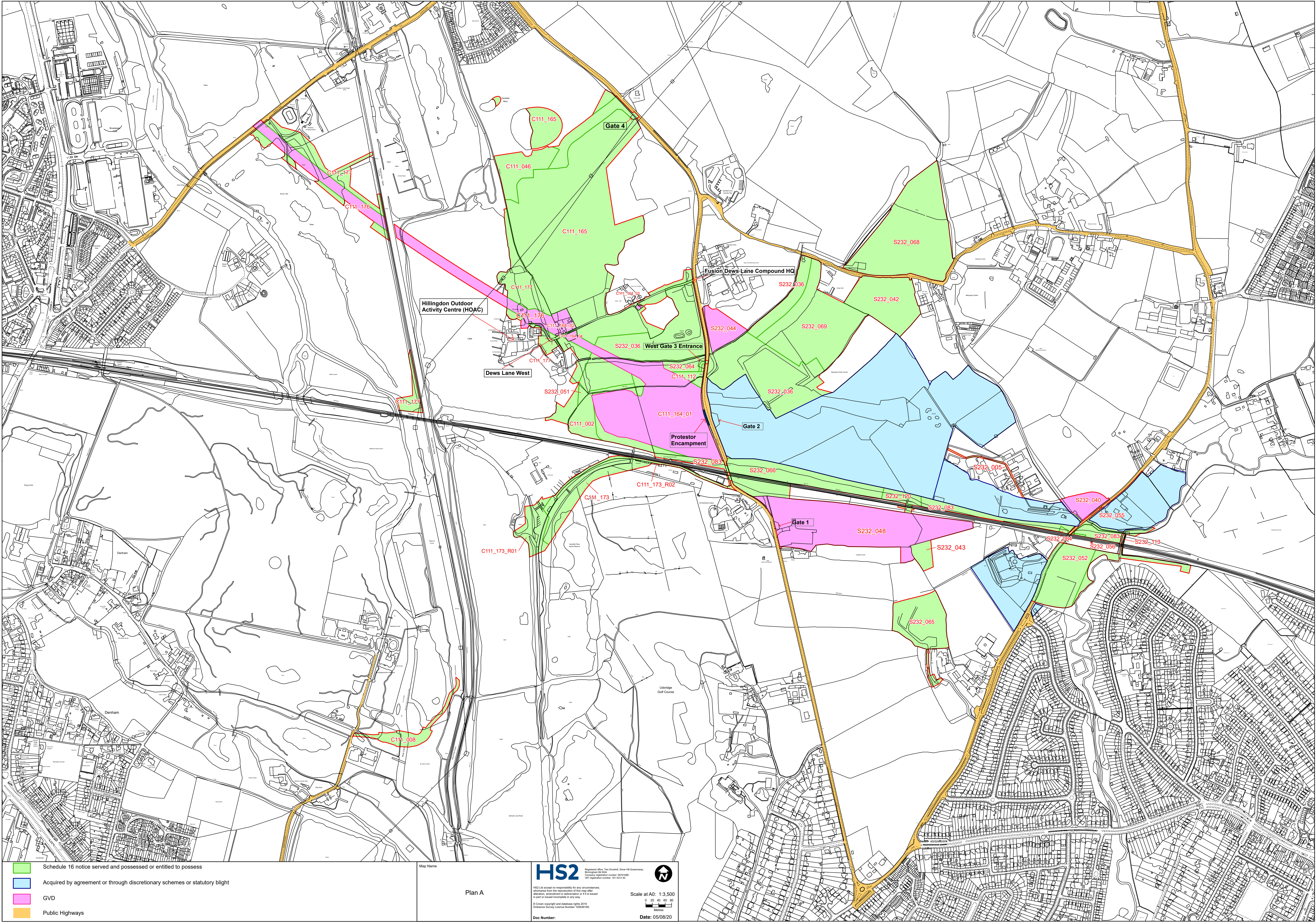
40





60


80

Metres

Date: 05/08/2020



	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
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Schedule 16
Additional Land
(taken post 31 May 2020)

Parcel label on Additional Land Plan	Date of Service of Notices	Date on which Possession was taken
C111_165	22/05/2019	89 days' notice was given. Second Claimant entitled to possession from 19/08/2019. Possession was take on 03/06/2020.
C111_177	05/12/2019	74 days' notice was given. Second Claimant entitled to possession from 17/02/2020. Possession was taken between 16/06/2020 and 29/06/2020.
S232_066	15/05/2020	46 days' notice was given. Second Claimant entitled to possession from 30/06/2020. Possession was taken on 30/06/2020.
S232_068	17/01/2020	94 days' notice was given. Second Claimant entitled to possession from 20/04/2020. Possession was taken between 18/06/2020 and 30/06/2020.
S232_113	27/05/2020	30 days' notice was given. Second Claimant entitled to possession from 26/06/2020. Possession was taken on 30/06/2020.
S232_120	07/05/2020	32 days' notice was given. Second Claimant entitled to possession from 08/06/2020. Possession was taken on 08/06/2020.

1	Title number(s) of the property: AGL382235
2	Property: Land at Park Lodge Farmhouse, Harvil Road, Harefield, Uxbridge UB9 6JP
3	Date: 3rd March 2020.
4	<p>Transferor: John Rodger Howie and Susan Margaret Howie <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
5	<p>Transferee for entry in the register: The Secretary of State for Transport <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee's intended address(es) for service for entry in the register: Great Minster House, 33 Horseferry Road, London SW1P 4DR</p>
7	The transferor transfers the property to the transferee

8 Consideration

☐ The transferor has received from the transferee for the property the following sum (in words and figures):

X The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate:

9 The transferor transfers with

X full title guarantee

☐ limited title guarantee

The covenants implied under section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall be modified so that the Transferor will have no liability under them for the consequences of any breach of the terms of the Lease.

10 Declaration of trust. The transferee is more than one person and

☐ they are to hold the property on trust for themselves as joint tenants

☐ they are to hold the property on trust for themselves as tenants in common in equal shares

☐ they are to hold the property on trust:

11 Additional provisions

1. **Defined terms and interpretation**

1.1 In this transfer, the following words and expressions have the following meanings

"1990 Act" Part IIA of the Environmental Protection Act 1990;

"Covenants" the covenants and conditions to be complied with by the tenant of the Lease.

"Environment" air, including without limitation the air within buildings and within other natural or man-made structures, water and land and any living organisms or eco-systems supported by those media;

"Environmental Authority" any authority acting in accordance with its powers and duties under Environmental Law;

"Environmental Costs" the costs:

(a) incurred or imposed by any Environmental Authority in carrying out any investigation, monitoring or remedial action in respect of any Environmental Matters; or

(b) incurred or which would be incurred by LBH or the Transferee in complying with the terms of an Environmental Notice;

"Environmental Law" all Act, treaties, common law, guides, notes, codes of practice and decisions or formal requirements of any

Environmental Authority that, at any time, relate to the pollution or protection of the Environment or harm to or the protection of human health and safety or the health of animals and plants;

“Environmental Liabilities”

all claims, costs, damages, expenses (including reasonable professional fees incurred in investigating or defending any claim or proceeding whether such claim or proceeding is successfully defended or not), losses and liabilities (including without limitation the costs of Remediation and Environmental Costs), fines and penalties;

“Environmental Notice” any statutory notice or formal requirement of any court or any Environmental Authority relating to Environmental Matters;

“Existing Contamination”

all or any of the following:

- (a) the presence in, on, under or over the Property of any Existing Materials; and
- (b) the migration or other escape of any Existing Materials from the Property at any time whether before, during or after the Liability Period;

“Existing Materials” any Hazardous Materials or Waste present in, on, under or over the Property during or prior to the Liability Period;

“Hazardous Material” any substance, whether in solid, liquid or gaseous form, that is capable of causing harm to human health or to the Environment whether on its own or in combination with any other substance;

“Lease” the lease dated 1 April 2011 made between (1) The Mayor and Burgesses of the London Borough of Hillingdon and (2) John Rodger Howie and Susan Margaret Howie registered under the Title Number together with all deeds and documents supplemental to it at the date of this transfer.

“LBH” the Mayor and Burgesses of the London Borough of Hillingdon who is the landlord under the Lease.

“Liability Period” the period from and including the date of this Transfer to and including the end of the term of years granted by the Lease and any continuation of it or, if earlier, the date on which the Transferee is released from the Covenants pursuant to the Landlord and Tenant (Covenants) Act 1995.

“Remediation” remediation, as defined in the 1990 Act;

“Remediation Works” any Remediation required to make good, rectify, remove, treat or make harmless any Existing Contamination;

“Statutory Guidance” all or any of the following:

- (a) statutory guidance issued under the 1990 Act;
- (b) any similar guidance, whether statutory or non-statutory, issued in relation to other Environmental Laws under which similar responsibilities may be imposed

“Title Number” AGL382235;

"Waste"

any discarded, unwanted or surplus substance irrespective of whether it is capable of being recycled or recovered or has any value

1.2 References to the Transferee include the Transferee's successors in title to the Property.

1.3 References to LBH include LBH's successors in title.

2. Waiver of Rights of Prohibit Assignment

2.1 Notwithstanding **paragraph 9.1 of Schedule 7** of the Lease which prohibits the Transferor to assign its interest in the Lease, LBH as landlord under the Lease hereby consents to this Transfer and consents to the assignment of the Lease from the Transferor to the Transferee. LBH will not seek to bring any action or claim against either the Transferor or Transferee for breach of the Lease and it shall be treated as if the Lease does permit its assignment.

3. Repair and Condition

3.1 Notwithstanding the provisions in the Lease it is agreed by LBH that they will not require the Transferee to return the Property at the end of the term (however the term ends) in any better condition than as evidenced by the schedule of condition annexed this Transfer at Annex 1.

3.2 It is acknowledged and agreed between LBH and the Transferee that except and to the extent that liability for Existing Contamination is caused, increased, exacerbated or accelerated by the Transferee:

3.2.1 the Transferee will have no liability under the terms of the Lease or otherwise as a result of or in relation to Existing Contamination prior to or during the Liability Period;

3.2.2 the Transferee will not be required to carry out any Remediation Works to make good, rectify, remove, treat or make harmless any Existing Contamination; and

3.2.3 this acknowledgment is made in accordance with Statutory Guidance to exclude the Transferee from liability as an appropriate person to bear responsibility for Environmental Costs arising from any Existing Contamination.

3.3 LBH will indemnify the Transferee against all Environmental Liabilities incurred by the Transferee arising directly or indirectly from any Existing Contamination.

3.4 The Transferee must permit LBH to carry out at or in relation to the Property any works that LBH considers necessary to avoid or minimise the risk of any Hazardous Material or Waste in, on or under the Property polluting the Environment, causing harm to human health or any other living organism or damaging property.

4. Transferee's Obligations

4.1 Notwithstanding the provisions of the Lease, LBH hereby confirms that all Covenants under the Lease (or any previous letting document) that have not been fulfilled by the Transferor will not result in LBH seeking forfeiture of the Lease and that the Transferee will not be liable for any actions claims demands or proceedings made by LBH against the Transferee in relation to breaches of the Covenants prior to the date of this Transfer.

4.2 Subject to the exclusions in this Transfer, the Transferee must comply with all of the Covenants in the Lease during the Liability Period.

4.3 The Transferee covenants with the Transferor the Transferee shall during the Liability Period observe and perform the charges, encumbrances, covenants and restrictions contained or referred to in the registers of title of the Title Number in so far as they are subsisting and capable of taking effect.

5 LBH Release and Covenant

5.1 LBH hereby releases the Transferor from all its obligations contained in and all liabilities under the Lease or any other deed or document supplemental to the Lease whether past

present or future and all damages actions proceedings costs claims demands and expenses arising from such obligations and liabilities.

- 5.2 LBH covenants with the Transferor by way of indemnity only that LBH will not take any action or issue any claim demand or proceedings against the Transferor in relation to breaches of the Covenants under the Lease (or any previous letting document) that have not been fulfilled by the Transferor prior to the date of this Transfer.

ANNEX 1
Schedule of Condition

12 Execution

Signed as a deed by

JOHN RODGER HOWIE in the presence

of:

)
)
)



Signature

Witness Signature:



Witness Name:

JOANNE CLARKE.

Witness Address:

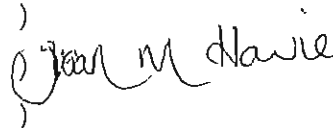
NORTH FARM, BUSHTON
SWINDON WILTS SN4 7QE

Signed as a deed by

SUSAN MARGARET HOWIE in the

presence of:

)
)
)



Signature

Witness Signature:



Witness Name:

JOANNE CLARKE.

Witness Address:

NORTH FARM, BUSHTON
SWINDON WILTS SN4 7QE.

EXECUTED as a Deed but not delivered

until the date hereof and the Corporate

Seal of THE SECRETARY OF STATE FOR

TRANSPORT hereto affixed is authenticated

by:

)
)
)
)
)

Authorised on behalf of the Secretary of State

SIGNED as a deed by)
)
On behalf of **THE MAYOR & BURGESSES**)
: **OF THE LONDON BOROUGH OF**)
HILLINGDON)

Authorised Signatory

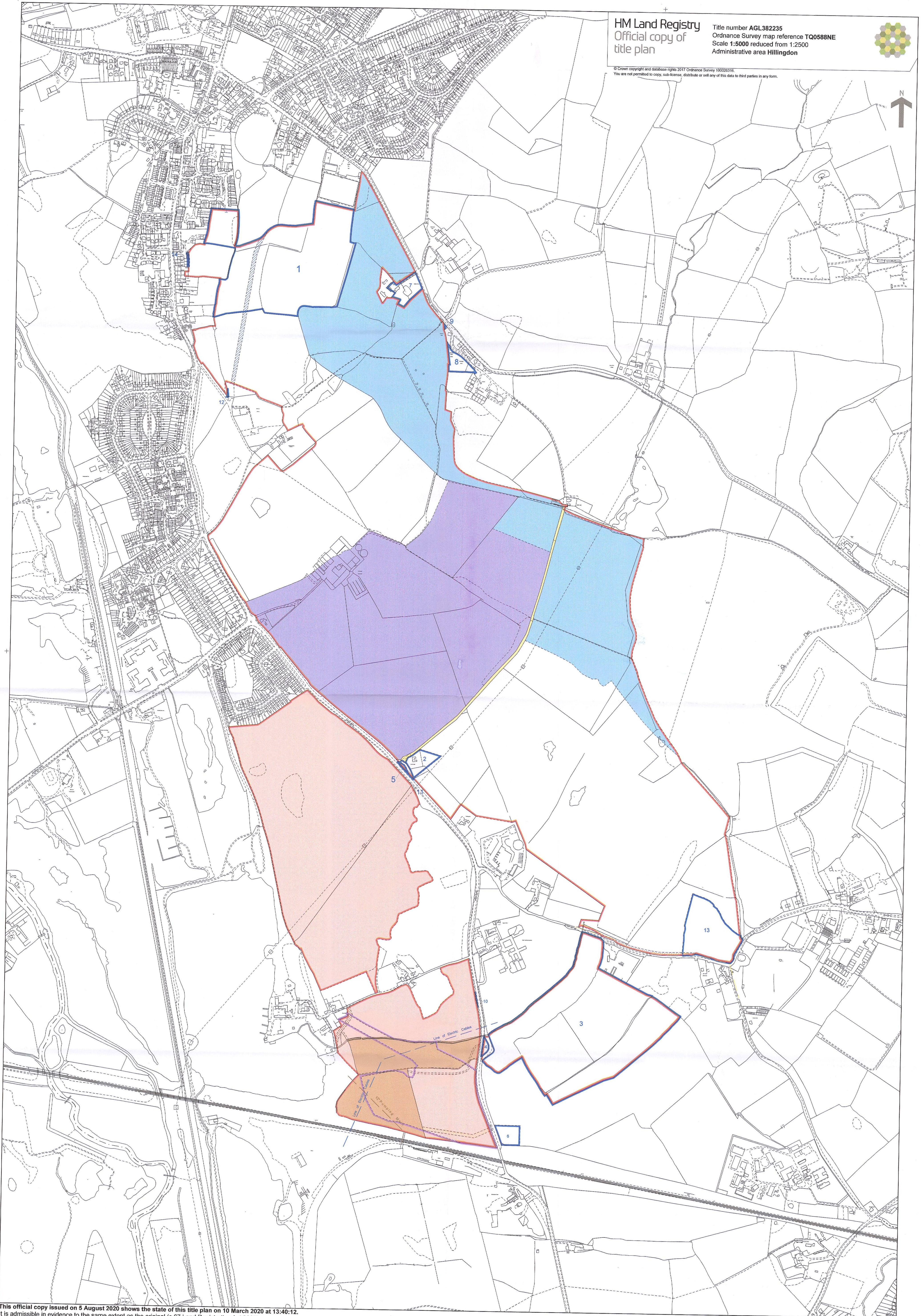
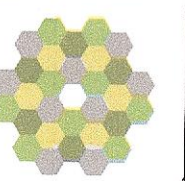
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Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

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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.

Butler, Jodie

From: SMITH, Greg B
Sent: 03 July 2020 14:39
To: Mark Thurston
Cc: William Woodroofe
Subject: Use of Herbicides at Addison Road Site

Importance: High

Dear Mark,

This afternoon I was made aware that at approximately 10.30 this morning HS2 site personnel were seen using the Monsanto Roundup herbicide in an area situated between Rosehill Farm and Steeple Claydon, adjacent to Addison Road.

My constituents have reported a strong odour consistent with the use of this particular herbicide and some reporting stinging sensations in their eyes. The chemical is being blown from the HS2 site to neighbouring land, posing a health risk to anyone in the surrounding area. As I understand no one has been seriously injured yet, but with the Health & Safety Executive (HSE) & DEFRA requiring a wind speed maximum of 8 miles per hour for safe spraying and the local windspeed currently around 16 miles per hour, this is totally unacceptable.

My team have also raised this with HS2 Ltd as a matter of urgency.

Please will you intervene to stop this practice immediately. This is unacceptable behaviour from HS2 Ltd and their contractors and I would therefore like this investigated as soon as possible and treated as a priority and with the utmost urgency.

Yours ever, Greg

Greg Smith MP

Member of Parliament for Buckingham

House of Commons, London, SW1A 0AA | www.gregsmith.co.uk

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Butler, Jodie

From: Butler, Jodie
Sent: 03 August 2020 13:13
To: Butler, Jodie
Subject: FW: Use of Herbicides at Addison Road Site

From: William Woodroofe
Sent: 03 July 2020 18:58
To: SMITH, Greg B
Cc: KELLY, Ian ; Duncan Sinclair ; Maddelyn Sutton

Subject: Use of Herbicides at Addison Road Site

Dear Mr Smith,

Thank you for contacting HS2 earlier today regarding concerns raised by your constituents about the use of herbicide near to Addison Road.

Following conversations with your office, we raised this with our enabling works contractor Fusion and I wanted to provide you with an update.

I can confirm that Fusion undertook the spraying of herbicide on land in HS2's possession in the Steeple Claydon area earlier today. This was done in order to control the growth of weeds and prevent the spread of weeds onto adjacent land. The work commenced this morning and concluded by 12:30 this afternoon.

The works were undertaken for Fusion by a local farmer, with a number of controls in place to ensure the spraying was carried out in the correct manner. An Agricultural Liaison Officer from Fusion was present to ensure the correct land was sprayed and an ecologist was on site to carry out a review prior to the works commencing. The works were carried out under full supervision and controlled to avoid 'spray drift' onto adjacent land, which in this case is planted with crops, ensuring that wind speed limits were observed throughout.

I can also inform you that there are currently no plans in place to undertake similar future operations in the area.

I hope this response is helpful and please do not hesitate to contact me if you have any further questions.

Kind regards,

William

William Woodroofe | Stakeholder Engagement Manager | HS2 Ltd

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**

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