

1.	Claimants
2.	Rohan Perinpanayagam
3.	First
4.	RP1
5.	Date: 9 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 FAN COURT DATED 21 MAY 2020

Defendants / Respondents

EXHIBIT "RP1"
TO THE FIRST WITNESS STATEMENT OF ROHAN PERINPANAYAGAM

Butler, Jodie

From: Jenkins, Shona
Sent: 04 June 2020 17:06
To: Caroline Thomson-Smith
Subject: PT-2018-000098 The Secretary of State for Transport and High Speed Two (HS2) Ltd v Persons Unknown and others

Dear Ms Thomson-Smith

Having now taken instructions and based on your assurance that you have no intention of: (i) trespassing on our clients' land; (ii) obstructing access to it; or (iii) returning to the Harvil Road site (save for the reason you have mentioned below), our clients agree to your removal as a respondent to the Extension Application and as a defendant to the proceedings. Please note that the Return Date for the hearing of Extension Application has been listed for 22 June 2020 and we will therefore update the Court and formalise your removal at the hearing.

Notwithstanding the above, we make you aware that you have been identified as one of a number of individuals who took part in a protest yesterday at one of HS2's sites at Steeple Claydon which involved you and a number of other individuals trespassing on our clients' land, disrupting and halting works which were being undertaken by HS2's contractor. We understand that this incident necessitated the involvement of the police and that several protesters (not including yourself) were arrested.

This incident of trespass is a breach of civil law and infringes our clients' property rights. It also impedes the exercise of our clients' statutory rights and performance of our clients' statutory obligations. We formally put you on notice that should there continue to be unlawful acts at this site that our clients may need to apply to the High Court for an injunction restraining trespass and obstruction of that land. If you continue to be identified as an individual who participates in unlawful conduct (which includes trespass), and you fail to give satisfactory assurances that you will not further participate in any further unlawful activity, our clients would be required to name you as a defendant to those proceedings. In those circumstances, our clients would also be seeking an order from the Court that those named as Defendants in the action pay our clients' costs.

We also confirm, for completeness, that in the event that there are any incidents of unlawful conduct by you at the Harvil Road site that it would be open to our clients to seek to re-join you as a defendant to these proceedings. Again, in those circumstances, our clients would be seeking to recover their costs.

We hope that this will not prove necessary.

Yours sincerely

Shona Jenkins | Senior Associate | Real Estate Dispute Resolution | Eversheds Sutherland

T: +44 (0) 2920 471 147

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From: Jenkins, Shona
Sent: 03 June 2020 21:20
To: 'Caroline Thomson-Smith'
Subject: RE: PT-2018-000098 The Secretary of State for Transport and High Speed Two (HS2) Ltd v Persons Unknown and others

Dear Ms Thomson-Smith

Thank you for that confirmation. I am taking instructions and will come back to you as soon as possible.

Just by way of clarification and, as a matter of practice, it is not possible to unilaterally remove oneself as a defendant. Either both parties must agree or a court needs to order the removal.

I hope to be in a position to return to you tomorrow.

Yours sincerely

Shona Jenkins | Senior Associate | Real Estate Dispute Resolution | Eversheds Sutherland

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From: Caroline Thomson-Smith

Sent: 03 June 2020 09:48

To: Jenkins, Shona <ShonaJenkins@eversheds-sutherland.com>

Subject: Re: PT-2018-000098 The Secretary of State for Transport and High Speed Two (HS2) Ltd v Persons Unknown and others

Dear Ms Jenkins,

I have no intention of committing trespass at Harvil Road, nor have I ever had intention of breaking an injunction at Harvil Road. I have no intention of going back to Harvil Road (other than to visit the Dog's Trust from where I adopted my dog - although this seems unlikely at this time).

I am concerned that you say that your clients only MAY remove me as a named defendant even though your clients knew my identity. At the hearing the judge gave me the option of being a named defendant so I do not understand why your clients now feel that they have the right to dictate whether I am removed from these proceedings or not. By your client's admission they had NOT intended to pursue proceedings against me the in either the extension or the substantive case so had I not agreed in the hearing on the 21st (after having it not fully explained what the implication would be) that would have been the end of the matter so far as I am concerned and we would not be having these communications.

I wish to emphasis again that I was without representation at the hearing on the 21st and that implications of agreeing to being a named defendant were not made as clear as they might have been owing to the truncated nature of conducting a hearing by Skype.

Yours sincerely,

Caroline Thomson-Smith

On Wed, 3 Jun 2020 at 07:31, Jenkins, Shona <ShonaJenkins@eversheds-sutherland.com> wrote:

Dear Ms Thomson-Smith

Thank you for your email. I have noted that you are not prepared to give an undertaking (which is a formal and binding assurance). I am asking you to confirm your intentions as that will be relevant as to whether my clients are content to have you removed as a named individual to these proceedings. If it's the case that you confirm you have no intention to trespass on my clients' land or obstruct access to it, then my clients may be prepared to have you removed as a named respondent even in circumstances where you are not prepared to give the undertaking initially requested.

I look forward to hearing from you.

Yours sincerely

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From: Caroline Thomson-Smith

Sent: 03 June 2020 01:00

To: Jenkins, Shona <ShonaJenkins@eversheds-sutherland.com>

Subject: Re: PT-2018-000098 The Secretary of State for Transport and High Speed Two (HS2) Ltd v Persons Unknown and others

Dear Ms Jenkins,

As stated in my previous email and for the reasons explained, I decline to make any such undertaking, especially given that your client's barrister Mr Roscoe and the Judge did not attach conditions on withdrawing as a Named Defendant and it was not your clients intention to pursue proceedings against me.

Yours sincerely,

Caroline Thomson-Smith

On Tue, 2 Jun 2020, 22:14 Jenkins, Shona, <ShonaJenkins@eversheds-sutherland.com> wrote:

Dear Ms Thomson-Smith

Thank you for your email. I note what you say in relation to providing a formal undertaking. In order that I may take my clients' instructions, please can you confirm that you have no intention of trespassing on my clients' land at Harvil Road or obstructing access to it.

I look forward to hearing from you.

Yours sincerely

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From: Caroline Thomson-Smith

Sent: 02 June 2020 14:28

To: Jenkins, Shona <ShonaJenkins@eversheds-sutherland.com>

Cc: Steven.Brilliant@justice.gov.uk

Subject: Re: PT-2018-000098 The Secretary of State for Transport and High Speed Two (HS2) Ltd v Persons Unknown and others

Dear Ms. Jenkins,

Having considered your witness statement and your email in which you state that your clients had **not** been minded to pursue proceedings against me personally in either the Extension Application or the Substantive case I wish to withdraw as a Named Defendant.

Since it was never the intention of your client to name me as a Respondent, since I did nothing illegal during the protest and since it was explained to me in the hearing that I could withdraw at any time without any conditions being attached to this by the judge or Mr Roscoe I do not see the requirement or me to offer any undertaking to them so I decline to do so.

My position as Named Defendant came almost by accident during the court proceedings as by chance I was allowed on the Skype hearing. I was not being represented and was not fully aware of the implications of being Named Defendant - certainly no cost implication was explained to me in court - which is why I accepted and agreed to that position.

I am surprised that Mr Roscoe was not able to clarify the position to me in the hearing the 21st. It is unfortunate as this would have removed doubt and not placed me in the situation in which I now find myself.

I trust that your clients will find this acceptable.

Yours sincerely,

Caroline Thomson Smith.

On Wed, 27 May 2020, 13:59 Jenkins, Shona, <ShonaJenkins@eversheds-sutherland.com> wrote:

Dear Ms Thomson-Smith

Thank you for your email.

Please note that, as things stand, the evidence our clients have offered evidence against you relate to the single incident of protest as set out in the Witness Statement supporting the Extension Application. Our clients had **not** been minded to pursue proceedings against you personally. You were not named as a Respondent to the Extension Application and it was not our clients' intention to name you as a Respondent to the Substantive Application which it intends to make in due course. However, you have requested to be involved and to be added as a Respondent to the Extension Application and Defendant to the proceedings as per the attached order of the court.

If, however, you are prepared to provide an undertaking that you will not enter onto the HS2 Harvil Road Site or obstruct access to it, then you need not take any part in the proceedings and our clients would be prepared not to include you as a named respondent any longer. In that regard, we invite you to confirm whether you are willing to provide this assurance and, if that is the case, we will follow up on this formally by way of further correspondence.

In the meantime, I attach the sealed order of the court received from the court today together with the injunction plan by way of service. I will follow up with a copy of the Extension Application separately and my secretary will then follow up with Exhibit SRJ1.

I look forward to hearing from you.

Yours sincerely

Shona Jenkins | Senior Associate | Real Estate Dispute Resolution | Eversheds Sutherland

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From: Caroline Thomson-Smith

Sent: 27 May 2020 12:25

To: Jenkins, Shona <ShonaJenkins@eversheds-sutherland.com>

Cc: Steven.Brilliant@justice.gov.uk

Subject: Re: PT-2018-000098 The Secretary of State for Transport and High Speed Two (HS2) Ltd v Persons Unknown and others

Dear Ms Jenkins,

Thank you for your email.

I can confirm that this email address is an appropriate means of delivering your documents to me.

I would like to take this opportunity to point out to you that with regard to the hearing of the 21st May I was blissfully unaware of any involvement in the case being brought by Sec of State and HS2 until 7:15 pm on the evening of 20th May. I found out at third hand and quite by chance.

I would also like for it to be noted that 6 days have passed since the previous hearing with 6 days left to submit evidence and I still remain ignorant of precisely what it is I am being accused of.

I find this most unsatisfactory, indeed unfair.

It must have taken some time for Eversheds Sutherland to have prepared this case. I fail to understand how it can be deemed right and proper to include me in the submission to the court on the 21st May without making me explicitly and precisely aware of my alleged involvement in any wrong doing in a timely fashion and therefore affording me the opportunity to prepare a response to the court.

As an obedient citizen of this country with no previous experience of anything of this nature I am finding the whole manner in which this case is being conducted to be wholly unsatisfactory and hugely stressful. I trust you will appreciate this and that I will receive an acknowledgement of the anxiety your handling of this matter is causing.

Yours sincerely,

Caroline Thomson-Smith

On Wed, 27 May 2020, 11:07 Jenkins, Shona, <ShonaJenkins@eversheds-sutherland.com> wrote:

Dear Ms Thomson-Smith

We act for the Secretary of State for Transport and High Speed Two (HS2) Limited in the above proceedings.

Following the hearing on 21 May 2020, could you kindly confirm a postal address for service or confirm that you are prepared to accept electronic service of documents to this email address? We are shortly due to serve the Order following last week's hearing and so I would be grateful to hear from you.

Yours sincerely

Shona Jenkins | Senior Associate | Real Estate Dispute Resolution | Eversheds Sutherland

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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.

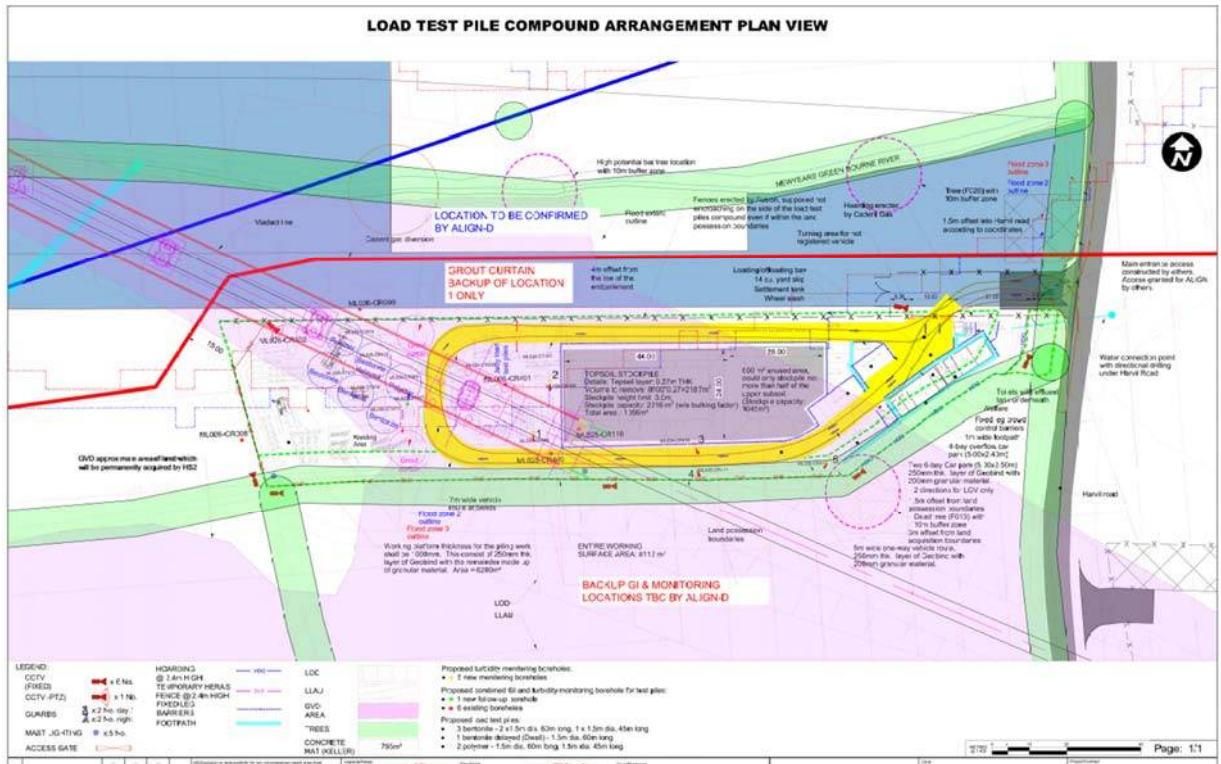
3.4.2 In this consent references to reports and notifications mean written reports and notifications, except where reference is made to notification being made "without delay", in which case it may be provided by telephone.

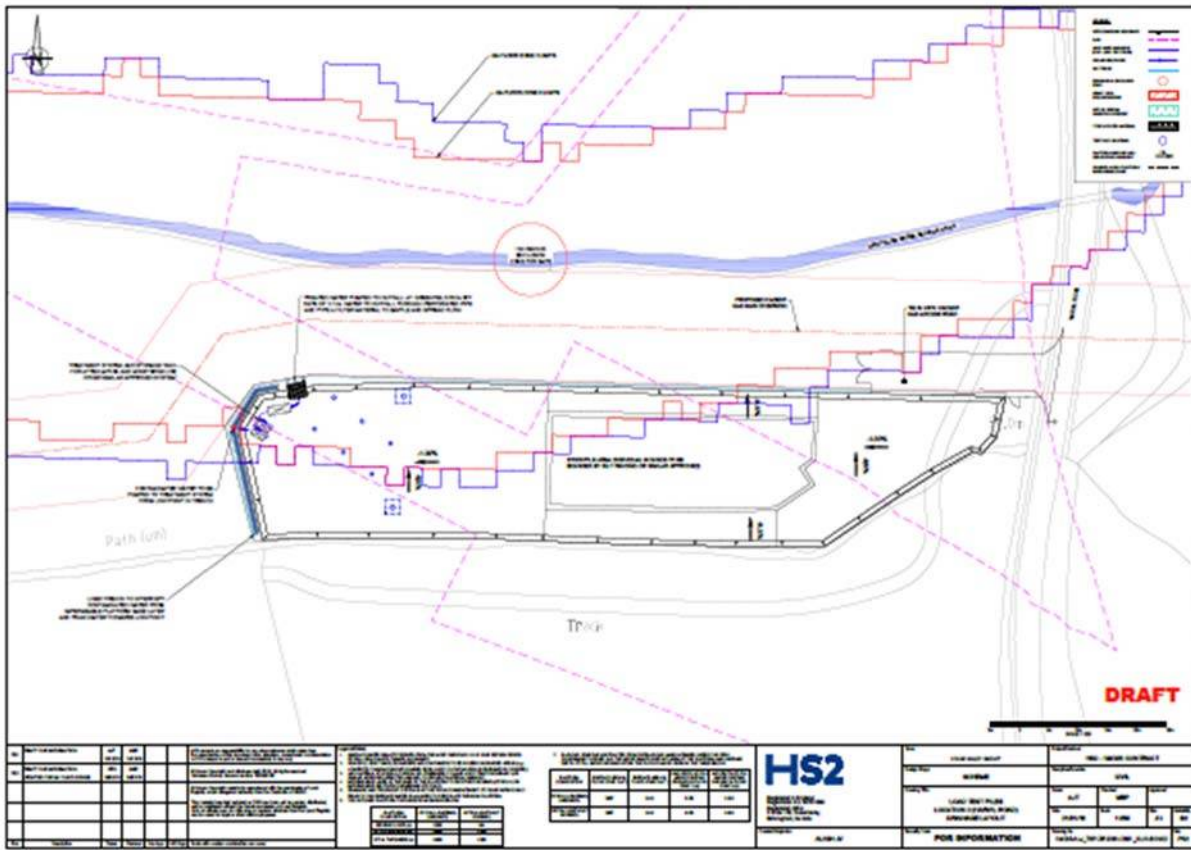
- 3.4.3 Any reference to a distance of a number of metres from a flood defence structure, drainage work, remote defence or sea defence is a reference to that distance as measured from the foot of the foregoing as the case may be.
- 3.4.4 Any reference to a distance of a number of metres from a river 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.

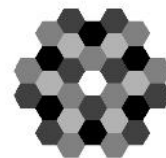
“environmental harm” means a result of human activity which may:

- (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

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)
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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)
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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

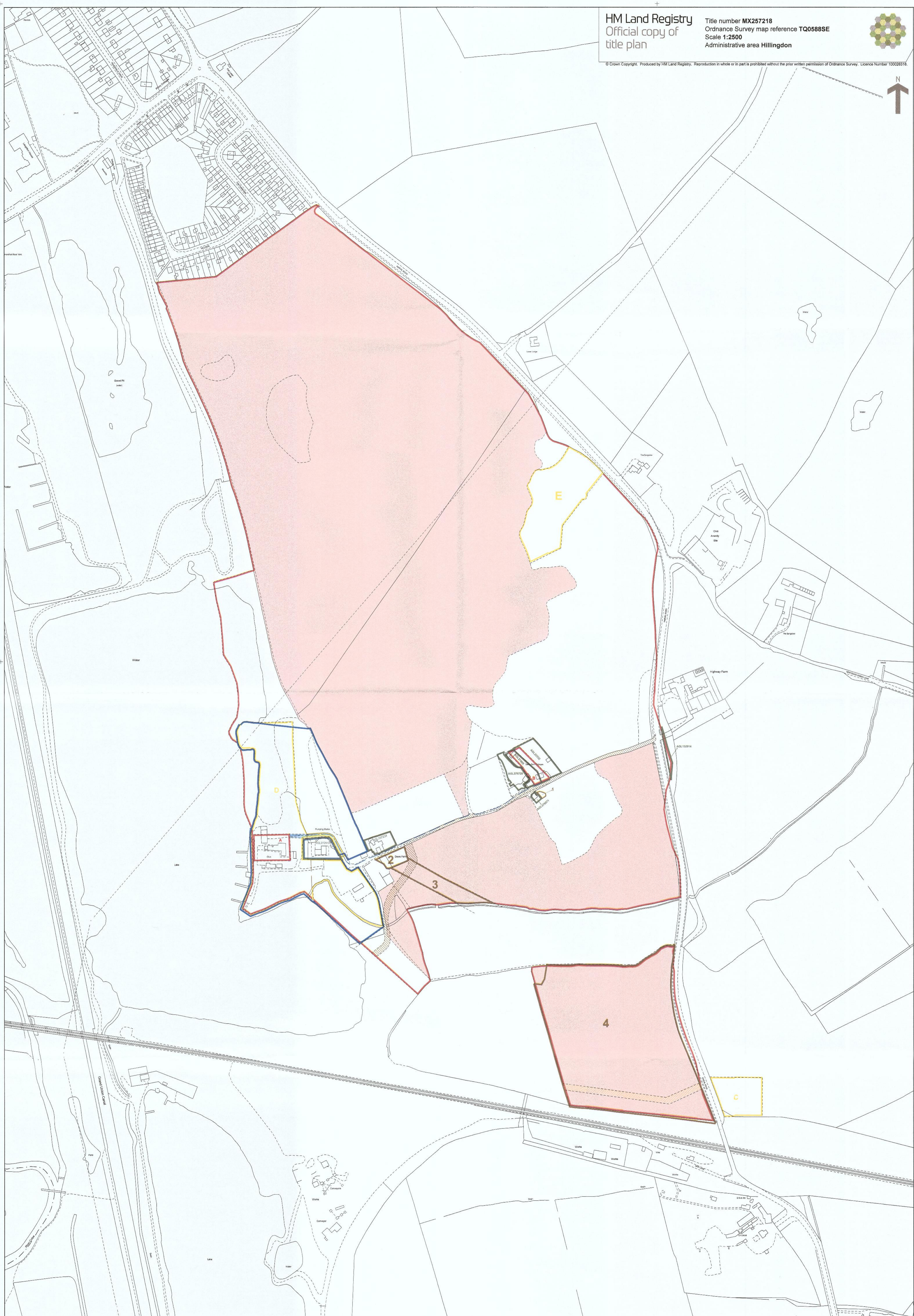
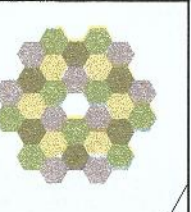
Estate the Vendor reserves the right to deal therewith without reference to and independent of these stipulations.

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.

8/2/20

