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Title Number BGL17199

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NGL371289



H.M. LAND REGISTRY

£ 35,000



Land Registration Acts 1925 and 1971

County or County Borough: London Borough of Hammersmith and Fulham

Title No: LN 41200

Property: Land on the south side of Talgarth Road,
Hammersmith and Fulham

Dated: *Twenty-eighth* day of *March*



1 IN PURSUANCE of the Local Government Act 1972 and in consideration of ONE MILLION SEVEN HUNDRED AND FIFTY THOUSAND POUNDS (£1,750,000.00) the receipt whereof is hereby acknowledged the GREATER LONDON COUNCIL (hereinafter called 'the Council') as beneficial owner HEREBY TRANSFERS to THE RECEIVER FOR THE METROPOLITAN POLICE DISTRICT incorporated by the Metropolitan Police (Receiver) Act 1861 of New Scotland Yard Broadway London SW1 (hereinafter called 'the Transferee') the land shown and edged with red on the accompanying Plan A (hereinafter called 'the Site') being part of the land comprised in the title above referred to TOGETHER WITH the rights referred to in the First Schedule hereto and SUBJECT to all rights and easements in over or under the same and EXCEPT AND RESERVED any easements rights or privileges over or in relation to any adjoining land belonging to the Council which might by implication of law pass by this Transfer

AND IT IS HEREBY DECLARED that this Transfer is subject to:-

- (1) The matters referred to in the Second Schedule hereto.
- (2) The rights and occupation of Pinebourne Limited (which shall include its successors in title and those holding under it) under the provisions of Part II of the Landlord and Tenant Act 1954 and to any new Lease to be granted to the said Company by Order of the Court

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(1) NGL 371289

SECRET

2 THE TRANSFEREE HEREBY COVENANTS with the Council for himself and his successors in title for the benefit and protection of the neighbouring land and to the intent that this covenant shall be binding as far as may be on the land hereby agreed to be sold as follows:-

(a) Not to use or allow to be used the shared exit (shown by the letters C E and F on Plan B annexed hereto) as an entrance to the Site in accordance with the provisions of an Agreement dated the twenty-fourth day of March One thousand nine hundred and eighty and made between the Council of the one part and the Transferee of the other part

(b) Not to use or allow to be used the shared entrance or shared roadway coloured brown on Plan A

(i) for pedestrian access to or from the Site or

(ii) (unless approved by the local Planning and Highway authorities and by the adjoining owners)

for vehicular egress from the Site

(c) Not to allow parking loading or unloading or any other obstruction on any part of the shared entrance (shown marked L K M N on Plan A) shared roadway (shown coloured brown and yellow on Plan A) and shared exit except such part of the shared roadway coloured yellow on Plan A as it may be necessary to obstruct for the purpose of maintenance and repair of the said roadway or on any adjacent building or structure PROVIDED THAT all affected adjoining owners have been given not less than seven days previous written notice (except in emergency) and the Transferee had made such alternative arrangements as are necessary to ensure a continued traffic flow through the Site to the shared exit

3 THE Purchaser hereby further covenants with the council and so that the provisions of Section 126 of the Housing Act 1974 and Section 16 of the Greater London Council (General Powers) Act 1974

(1) NGL 371289

shall apply to such covenants as follows:-

- (a) As soon as possible after possession is obtained of the Site from Pinebourne Limited the Transferee shall erect a substantial unclimbable fence or wall along the part of the eastern boundary shown by the letters A B C on Plan A and thereafter to maintain such fence or wall to the satisfaction of the adjoining owners and shall before commencing any work or the erection of boundary walls or fences on or surrounding the site give 14 clear days written notice of his intention so to do to the Director of the Valuation and Estates Department for the time being of the Council in order that the boundaries of the said property may be agreed and set out on the ground
- (b) After vacation of such part of the land edged green on Plan A (hereinafter called 'the western land') at present occupied by the Transferee he shall continue to maintain a substantial unclimbable fence or wall along the part of the western boundary of the Site shown by the letters G H on the said Plan A to the satisfaction of the adjoining owners
- (c) Before vacation of that part of the western land as aforesaid the Transferee shall construct an extension of the south-eastern end of the existing roadway (shown coloured brown on Plan A) over the Site and to the said shared exit in the position shown by yellow colour on Plan A for use as the shared roadway but this may be of a temporary nature until permanent development of the Site or of the western land (whichever is the earlier) is carried out
- (d) The design specification and materials for the formation and subsequent re-building or alteration of the eastern or western boundary of the Site the shared roadway and (prior to the works

3) NGL 371289

referred to in (h) hereinafter referred to) the shared exit shall be previously approved in writing by the relevant adjoining owners (such approval not to be unreasonably withheld) and the Borough Council as Planning Authority in accordance with all other statutory requirements

(e) The Transferee shall agree with the adjoining owners of the western land the continuing arrangement for the security and traffic management of the shared roadway and (insofar as it remains under the Transferee's control) the shared exit and he shall maintain the section through the Site together with all necessary signs lighting and apparatus in good condition to the reasonable satisfaction of the adjoining owners

(f) All the requirements referred to in paragraphs (a) to (e) above shall be carried out by the Transferee at his own expense

(g) The Council shall impose obligations similar to those referred to in paragraphs (d) (e) and (f) on any future owner or developer of the western land to the extent that they may be relevant to the shared entrance and that part of the shared roadway coloured brown on Plan A but if the Transferee requires more stringent control of that section of the shared roadway and the shared entrance than would be normal for a commercial development he shall notify the Council as soon as possible and before the western land is advertised or other arrangements made for its disposal and he is to indemnify the Council against any additional expense or depreciation or value of the western land this may cause

(h) On reconstruction of the shared exit by or on behalf of the Council the Transferee shall dedicate that part of the Site shown by letters C D F on the said Plan B to the Highway Authority for highway purposes free of charge

(4) NGL371289

(i) If at any time the position of the shared roadway in either ownership is to be altered from the former position by agreement between the parties concerned the rights granted or reserved in this Transfer shall be similarly varied at the cost of the party requiring the alteration or redirection of the route

THE FIRST SCHEDULE hereinbefore referred to

Particulars of rights appurtenant to the Site

(1) Full vehicular ingress to the Site over the shared entrance and roadway coloured brown within the western land

(2) Full vehicular egress from the Site over the part of the shared exit coloured mauve within the land shown edged blue on Plan A (hereinafter called 'the blue edged land')

(3) To lay and maintain a soil and surface water drainage connection to the LBH sewer within the blue edged land or if permitted by the said Borough Council a single combined connection

(4) To enter the adjoining lands for the purpose of and to the minimum extent reasonably necessary for the aforesaid drainage right to be exercised and for the erection maintenance and re-erection of such boundary walls or fences as are to be the responsibility of the Transferee subject to:-

(a) All works being previously approved in writing by the adjoining owners (such approval not to be unreasonably withheld) and so far as this may be necessary the Local Authority

(b) Not less than fourteen days written notice being given by the Transferee to the adjoining

(5) NGL 371289

owners before entering the adjoining lands except
in case of emergency

- (c) All necessary precautions being taken to ensure the safety of and minimum interference with the adjoining owners and their licensees and invitees
- (d) The works being carried out as expeditiously as reasonably possible and all damage being made good and surplus materials and waste being removed to the satisfaction of the adjoining owners and
- (e) The adjoining owners being fully indemnified by the Transferee against any action damage claim or expense arising from the said rights unless due to the default or negligence of the adjoining owners

THE SECOND SCHEDULE hereinbefore referred to
Matters to which the Site is subject

- 1 The Entries on the Property and Charges Registers of Title Number LN 41200 so far as they refer to or affect the Site
- 2 The right of the adjoining owners to use and develop the lands in such manner as they may wish without objection from the Transferee

PROVIDED :-

- (a) there is no interference by the adjoining owners with the rights and duties of the Transferee hereunder and
- (b) the Transferee shall have the right to make such representations as he considers desirable in respect of any Planning application or breach of statutory duty affecting or believed to affect the Site

(6) NGC 371289

3 The right of all persons or bodies entitled to use the shared entrance the shared roadway and the shared exit unless and until such other persons or bodies are permitted to continue to use the shared entrance to lay and maintain cables ducts pipes sewers drains and apparatus under and in and make another direct access point to Talgarth Road for egress instead of having to use the part of the shared roadway coloured yellow and the shared exit for such purpose

4 The rights of the Thames Water Authority in respect of the sewer marked on Plan A and to all statutory restrictions in respect of the said sewer

5 The rights of the London Transport Executive in relation to the railway boundary and (if any) relating to the adjacent part of the Site

6 Any tree preservation order in respect of trees on the Site
SEALED by Order

J. Freeman.

for Director General and Clerk to the Council

SEALED with the Official Seal of the)
Receiver for the Metropolitan Police)
District and DELIVERED in the presence)
of)



Principal in the Office of the said Receiver

(7) NSL 371284

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NGL371289

GREATER LONDON COUNCIL

Valuation & Estates Department
Land Survey Division

TITLE

CROMWELL ROAD EXTENSION L.B. OF HAMMERSMITH & FULHAM TALGARTH ROAD SITE 'B'

Sale to Receiver for the Metropolitan Police District

NOTES

POSITION OF SEWERS BASED ON INFORMATION SHOWN ON 1/1250
EXTRACTS SUPPLIED BY THE LONDON BOROUGH OF HAMMERSMITH
AND THE THAMES WATER AUTHORITY
Amended extent of splay to proposed shared roadway plotted
from plan no. PT/TD/C/A4/24/0038/6/2. dated. JAN. 1980.
Scale 20' - 1"



Sealed by Order

J. Freeman

for Director-General and
Clerk to the Council

Setting Out Section

SURVEYOR	RSC	Scale. 1/1250
DRAUGHTSMAN	CED <i>LED</i>	
CHECKED	EAH	Date. 25.2.80
AUTHORISED		
Plan No	T.Q. 2378/390	
	OTHER EXTRACTS	

BASED UPON THE ORDNANCE SURVEY MAP WITH THE SANCTION
OF THE CONTROLLER OF H.M. STATIONERY OFFICE
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H137
H M LAND REGISTRY
Title No: *LN4/200*
COPY (liable to distortion in scale)
of plan to *Transfer*
dated *28.3.1980*

6/80

