

Search Number:  
**208556**

Address: Car Park 194-196 &  
Advertising Hoarding Adj  
to 192 High Street  
Colliers Wood SW19 2BH

### LEGEND

The area-shaded yellow indicates the approximate extent of the highway maintainable at public expense.

The area-shaded purple is a private forecourt between the property and the highway.

The area cross-hatched red/white is Red Route and is maintainable by Transport for London (TfL).

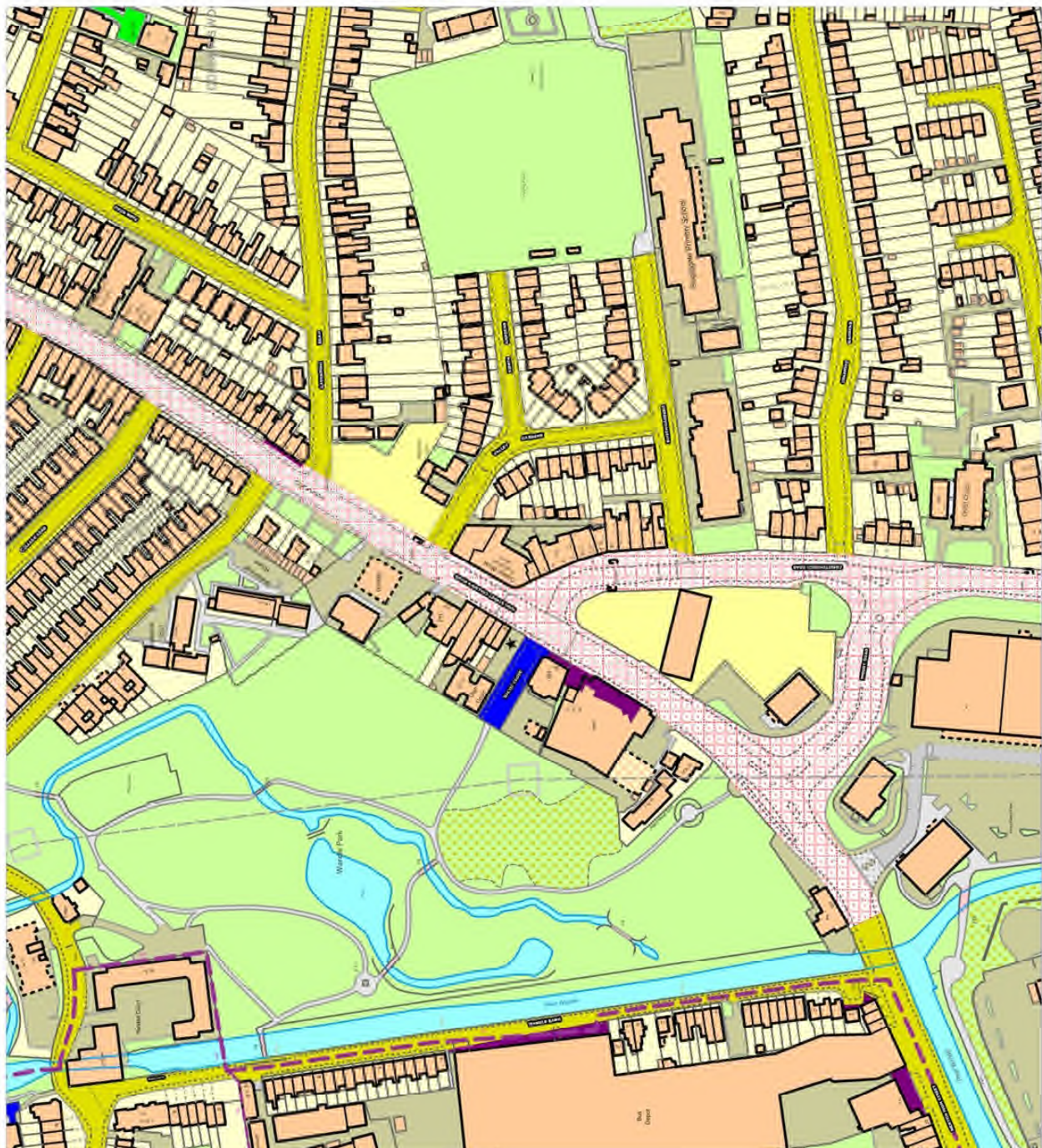
The area-shaded blue was a private street but has now been adopted and is maintainable at public expense



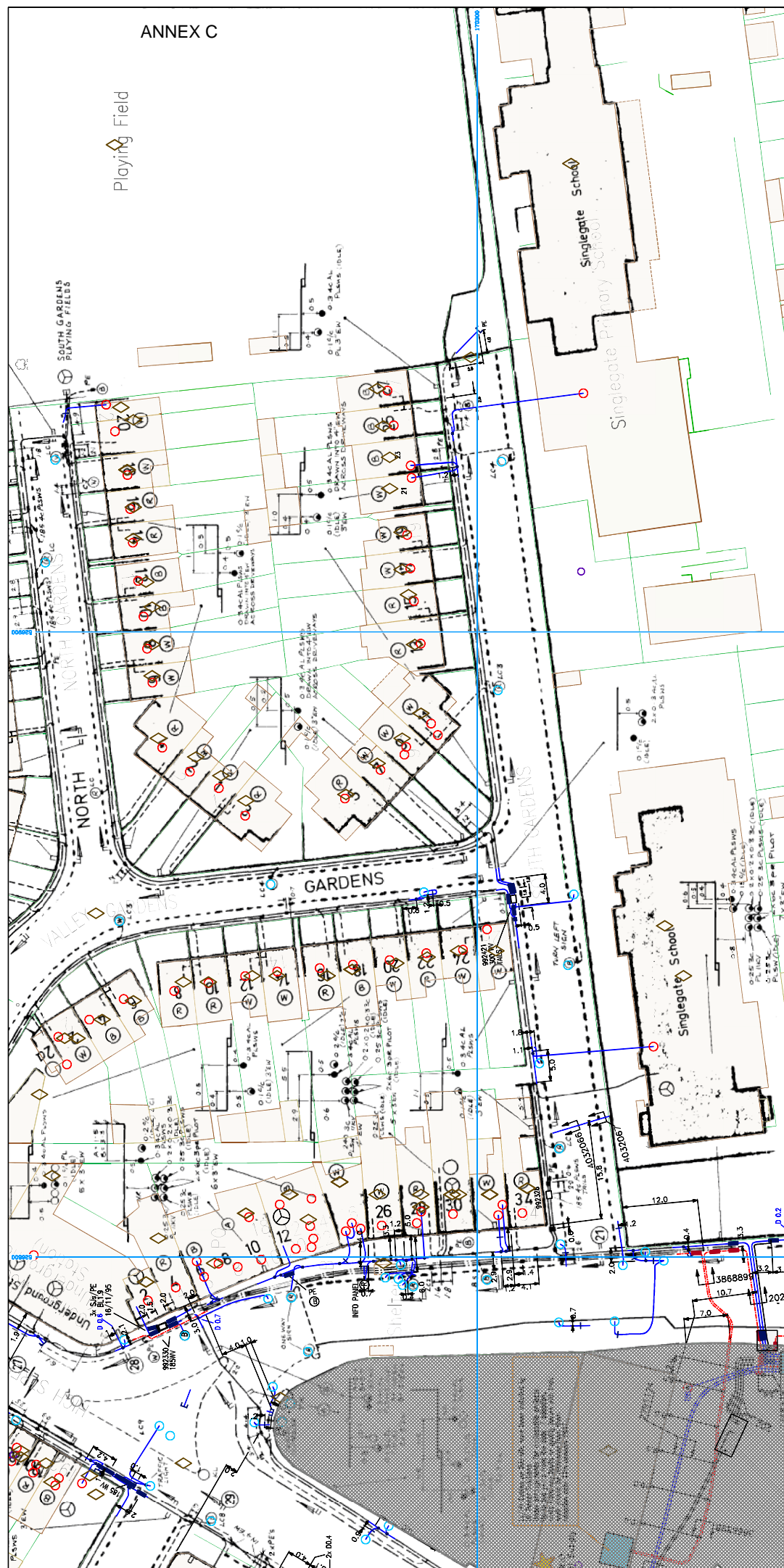
Date: 04/08/2017  
Scale 1: 2,500



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London Borough of Merton 100019259, 2011.







Plot Description: SITE OPP. COLLIER'S WOOD STATION, HIGH STREET COLLIER'S WOOD, LONDON, SW19 2BN

Map Centre : TQ2670SE



UK Power Networks  
Plan Provision  
Fore Hamlet  
IPSWICH  
Suffolk  
IP3 8AA  
Tel 0800 0565 866  
Fax 08701 963782

For details of the symbology please refer to  
<http://www.ukpowernetworks.co.uk/safety-emergencynote/n-the-workplace/understanding-safety-symbols.shtml>

**PRIMARY CABLES**  
EXTRA HIGH VOLTAGE CABLES (EHV) 22,000 TO 132,000 Volts  
Depth normally 750mm cover in carriageway & 600mm cover in footway.

Before digging within one metre of these cable routes Telephone 0800 056 5866 In order that the Company's apparatus may be located on site and any necessary protection works agreed.

N.B. THRUST BORERS OR MOLES MUST NOT BE USED WITHIN THE VICINITY OF ANY CABLES BELONGING TO UK POWER NETWORKS WITHOUT FIRST CONTACTING THIS COMPANY.

1. The position of the apparatus shown on this drawing is believed to be correct but the exact position of the apparatus should be verified. Use approved cable evidence tools prior to excavation.
2. The exact position of the apparatus should be verified. Use approved cable evidence tools prior to excavation using suitable hand tools.
3. It is essential that trial holes are carefully made avoiding the use of mechanical tools or equipment. No equipment should be used which could damage the cables.
4. It must be assumed that each property and item of street furniture has an electricity supply. A separate record is kept for each service cable but its route is not necessarily shown on this second record.
5. Cables must be treated as being live unless proved otherwise by UK Power Networks.
6. The information provided must be given to all people working near UK Power Networks plant and equipment. Do not use plans more than 3 months after the issue date for excavation purposes.
7. The person responsible for the design and construction of the system shall ensure that electric cables/lines belonging to other owners of licensed electricity distribution systems may be present and it is your responsibility to identify their location.

1. UK Power Networks Ltd does not warrant that the information provided to you is correct. You rely upon it at

2. UK Power Networks Ltd does not exclude or limit its liability if it causes personal injury to a person where such death or personal injury is caused by its negligence.
3. Subject to paragraph 3, UK Power Networks Ltd has no liability to you in connection with the use of the Service for any loss, damage, costs, claims, demands or expenses that you or any third party may suffer or incur as a result of using the information provided whether for physical damage to property or for any economic loss (including without limitation loss of goodwill, loss of business, loss of use) or any special or consequential loss or damage whatsoever.

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- 1) Do have cable drawings with you on site and check them before you start the excavation.
- 2) Do have a cable locator tool on site and use it to help you.
- 3) Mark out the location of electricity cables.
- 4) Do not use a mechanical excavator within 0.5m of electricity cables.
- 5) Use spades and shovels in preference to other tools.
- 6) Never disturb electricity cables and joints or their protective covers.

IF IN DOUBT – ASK! PHONE 0800 056 5866  
EMERGENCY – If you damage a cable or line Phone  
0800 780 0780 (24hrs) URGENTLY

These basic safety precautions are explained in detail in the HSE booklet, HS(G)47 – Avoiding Danger from Underground Services, a copy of which may be obtained from your supervisor or HMSO.

Please be aware that electric lines belonging to other owners of licensed electricity distribution systems may be present and it is your responsibility to identify their location.

ANNEX D

Dated 16 June 2017

**BETWEEN**

**London Underground Limited**

**And**

**Transport for London**

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**SECTION 38 AGREEMENT**

**For the Dedication of Land at 194-196 High Street,  
Colliers Wood, Merton, London**

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Transport for London  
Windsor House  
42-50 Victoria Street  
London SW1H 0TL

AGREEMENT MADE ON THE 16<sup>th</sup> DAY OF June 2017

**BETWEEN:**

- (1) **London Underground Limited ("LUL")** company registration number 1900907 of Windsor House, 42-50 Victoria Street London SWH 0TL; and
- (2) **Transport for London ("TfL")** of Windsor House 42-50 Victoria Street London SW1H 0TL.

**WHEREAS:**

- (1) LUL is the owner of the freehold land at 194-196 High Street, Colliers Wood, Merton, London being 3m (width) x 7.5m (depth) as shown edged red on the attached plan (ref: JF-COLLIERS-01) and being part of the land comprised within a conveyance dated 11 June 1924 between (1) JB Page and others and (2) The City and South London Railway Company ("Land").
- (2) TfL has agreed to adopt the surface of the Land so that it becomes part of the highway and maintained at the public expense.
- (3) TfL is satisfied that this Agreement will be of benefit to the public.

NOW in pursuance of Section 38 of the Highways Act 1980 and paragraph 1(3) of Schedule 10 and paragraph 32 of Schedule 11 of the Greater London Authority Act 1999 and all other statutory powers.

**IT IS AGREED AS FOLLOWS:**

**1. The Land**

- 1.1 LUL dedicates with effect from the date of this Agreement the Land to the public as highway and TfL agrees to adopt and undertake the maintenance of the Land as highway maintainable at public expense.
- 1.2 LUL undertakes to TfL that the Land is unencumbered and that it is not aware of any other party who has an interest in the Land or who would need to join in this Agreement



in order to give effect to the dedication of the Land as highway maintainable at the public expense.

- 1.3 That any ongoing issue matter dispute or thing whatsoever affecting the LUL's title to the Land which immediately prior to the execution of this Agreement was charged upon the remaining property of LUL together with the Land or any part will be charged exclusively upon the remaining property of LUL subject to the release of such issue matter dispute or thing in relation to the Land.
- 1.4 Nothing contained in this Agreement will be construed as affecting or interfering with the ownership of the sub soil of the Land except so much of such sub soil as is required to support the highway which will still form part of the property under LUL's title subject to the statutory powers of TfL as the Highway Authority.

## **2. Governing Law**

English Law is the applicable law to this Agreement.

## **3. Rights of Third Parties**

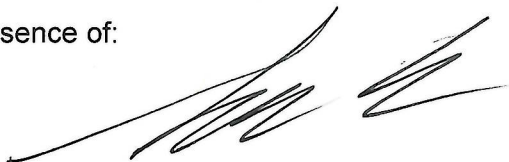
- 3.1 Any third party who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 ("the 1999 Act") to enforce any term of this Agreement even though a term may purport to confer or may be construed as conferring a benefit on a third party. This does not affect any right or remedy of a third party, which exists or is available apart from the 1999 Act.
  - 3.2 The Greater London Authority Act 1999 applies to this Agreement to the effect that any member of the TfL Group has the right to enforce against LUL any provision contained in this Agreement to the extent that the provision confers a benefit or purports to confer a benefit on that member of the TfL Group.
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Plan  
(JF-COLLIER-S-01)

**IN WITNESS**

**THE CORPORATE SEAL of  
TRANSPORT FOR LONDON**

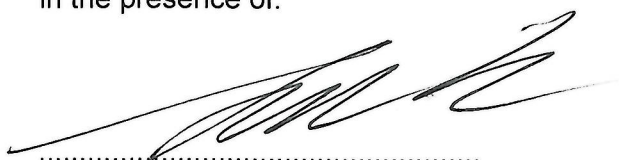
was affixed in the  
presence of:



.....  
Authorised Signatory



**EXECUTED** as a deed by affixing  
the common seal of  
**LONDON UNDERGROUND LIMITED**  
in the presence of:



.....  
Authority Signatory





**TfL Highway Dedication of 3 metres Wide Strip of Land at the Junction of  
 Baltic Close and High Street Colliers Wood**

Date : 23/10/2014  
 Initials : PS  
 Drg No. : JF-COLLIER-S-01  
 Rev : -  
 Scale : 1:500



A4 Landscape

