

**Dated 9 December 2020**

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**Report On Title**

**RELATING TO Car Parking Spaces At Eaton Close Stanmore, HA7 3BT  
For The Mayor And Burgesses Of The London Borough Of Harrow**

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## **1. INTERPRETATION**

The following terms are used in this report:

**"Benefits"** means any right, easement, restriction, stipulation, restrictive covenant, mining or mineral right, franchise or other interest that benefits the Property, as specified in the Schedule.

**"Incumbrances"** means any right, easement, restriction, stipulation, restrictive covenant, mining or mineral right, franchise or other interest to which the Property is subject, as specified in the Schedule.

**"Property"** means the property described in paragraph 4 of this report.

## **2. SCOPE OF THE REVIEW AND LIMITATION OF LIABILITY**

- 2.1 This report has been prepared for the sole benefit of you, The Mayor and Burgesses of the London Borough of Harrow , in connection with your proposed sale of the Property and for no other purpose.
- 2.2 The contents of this report are private and confidential. It must not be relied on by or made available to any other party without our written consent.
- 2.3 The report is based on our review of the title documents and local authority / land charges search results.
- 2.4 We have not inspected the Property and are unable to advise on the physical condition of the Property.
- 2.5 We have made no enquiries of the actual occupiers of the Property.

### **3. EXECUTIVE SUMMARY**

This is a summary of the major issue that we think should be brought to your attention:

- 3.1 It ought to be possible to obtain insurance against the restrictive covenants which were imposed on the Property in 1930 (see the Schedule, item B1.1);
- 3.2 Services (such as gas, electricity and water) may run underneath the Property (Schedule, items B1.2 to 1.7). A full physical examination of the Property, and enquiries of electricity and water providers, will need to be undertaken to determine the whereabouts of such services. The electricity supply agreement which is referred to in B1.6 is capable of determination or potential variation, and the drainage supply agreement which is referred to in B1.7 refers to a drain which runs directly underneath the Property – if it is still in existence, the drains may need to be diverted before houses can be built on the Property.
- 3.3 The Right to Buy (RTB) Transfers of properties in close proximity to the Property grant rights of services, entry rights (over adjoining land) and limited access rights (Schedule item B2.1). The Property will need to be examined to see whether such rights actually impact on the Property. The RTB Transfers do not, however, confer parking rights over the Property;
- 3.4 The (only) RTB lease in close proximity to the Property also grants similar services, entry and access rights (Schedule, item B2.2), and these will also need to be checked to see whether they impact on the Property. The lease also grants parking rights, but the location of any parking space may be moved;
- 3.5 Some of the garages are occupied under licence. Consideration should be given as to whether to terminate the licences prior to the sale of the Property with a view to selling the Property with vacant possession.

**4. THE PROPERTY**

- 4.1 The Property is the freehold land comprising car parking spaces at Eaton Close Stanmore HA7 3BT.
- 4.2 A plan showing the Property edged in red is attached as Appendix 1. Please check the plan carefully to ensure that it accurately reflects the extent of the land. The plan may not show the exact location of the boundaries of the Property. You should inspect the Property and let us know if there are any discrepancies between the plan and the site inspection.
- 4.3 The Property is registered at the Land Registry under title number MX193078. The class of title is absolute freehold title. Absolute title is the best class of title available. A copy of the Title plan is shown at Appendix 2.
- 4.4 The registered owner of the Property is the Mayor and Burgesses of the London Borough of Harrow.

**5. MATTERS BENEFITING THE PROPERTY**

The Property enjoys the Benefits which are listed in the Schedule, section A.

**6. MATTERS BURDENING THE PROPERTY**

The Property is subject to the Incumbrances which are listed in the Schedule, section B.

**7. SEARCH RESULTS**

**7.1 Index map search**

An index map search confirms whether a property is registered at the Land Registry (and, if so, the title number(s) under which it is registered). If a property is not registered, an index map search will show whether a property is subject to any pending applications for registration or any cautions against first registration.

The index map search reveals that the whole of the property is registered with Title number MX193078 (see 4.3 above).

## 7.2 Local land charges search

A search of the local land charges register shows matters such as compulsory purchase orders, tree preservation orders, planning enforcement notices and financial charges registered against a property. You should note that the search result provides a snapshot of the register on the date of the search. Local land charges registered after the date of the search will still bind a property.

The local land charges search was provided by LB Harrow on 17 April.

The result of the search revealed that the following local land charges are registered against the Property: the site is a Smoke Control Area under the Clean Air Act 1956.

## 7.3 Local authority search (including any optional and additional enquiries)

A local authority search reveals important information about a property, such as planning permissions and building regulation consents, proposals for road schemes, environmental and pollution notices and whether any part of the property is registered as common land or as a town or village green. A local authority search only reveals matters that affect the property being searched against. It will not disclose matters that affect neighbouring properties. If you require information about neighbouring properties, you should let us know so that further enquiries can be made.

The local authority search was provided by LB Harrow on 17 April 2020.

The result of the search revealed the following information:

Highways - Eaton Close is a highway maintainable at public expense, but the access to the garages is not adopted. Please let us know if you are aware that access to the Property is gained other than from the highway or if you plan to move the access to the Property from its current position. The Property is within a New Controlled Parking Zone.

In terms of Planning:

- there is only one planning permission, which is historic, relating to erection of 18 lock up garages
- the Property is within an Area of Special Character in the Harrow Local Plan;
- the Property is within the Green Belt;
- the Property is located within an area which might be at risk of flooding;
- consultation with the Ministry of Defence will be required for any building over 45.7m in height above ground floor level.

No part of the Property is registered as common land or as a town or village green. The possibility of land being common land or a town or village green is significant, as the land may be subject to third party rights and the owner's ability to use or develop the land may be restricted. Even if land is not registered as common land or a town or village green at the date of the search, it is possible for common land or new town or village greens to be registered in some circumstances. You should let us know if you are aware of anyone other than the Seller using the Property for any purpose.

#### 7.4 Drainage and water enquiries

There are sewers within the boundary of the Property, the locations of which are shown on the plan within the Drainage Search Report. The Drainage Search report is available for viewing in the Dataroom.

#### 7.5 Flood risk search

No elevated flood risk has been identified at the site, and a full flood risk report is not considered necessary.

#### 7.6 Environmental search

No significant contaminant linkage has been identified and any liabilities from contaminated land are unlikely, and no further action is required.

No Energy & Infrastructure projects have been identified at or near to the site, and no further action is considered necessary.

The site is not considered to be within a radon affected area, and no further action is considered necessary.

One or more environmental constraints have been identified within 250m of the site – the site is within 120 metres from Stanmore Country Park (a local nature reserve / country park).

The Environmental Search Report is available for viewing in the Dataroom.

**7.7 Utilities Search Report**

The Utilities Search Report is available for viewing in the Dataroom

**7.8 Chancel repair search**

This has not been undertaken.

**7.9 Land Registry official search**

Not applicable

**7.10 Company search**

Not applicable

**8. PLANNING AND BUILDING REGULATIONS**

**8.1** The use of the Property as lock up garages is authorised by a planning permission number LBH / 5147. As it is intended to demolish the garages we have not sought to obtain the planning permission.

**8.2** The Property is in an area where a Community Infrastructure Levy (CIL) charging schedule has been adopted.

CIL is a charge on new buildings, above a certain size, that local planning authorities (LPA) may choose to set and which is designed to help fund local and sub-regional infrastructure identified in their development plans. CIL will be paid primarily by owners or developers of land that is developed and is based on a formula that relates the size and character of the development to the amount charged.



Unless the LPA has adopted the charging schedule by the time a planning permission is granted, there will be no liability to pay CIL. However, if a charging schedule is in place when planning permission is granted, a liability to pay CIL may arise when the development commences.

**9. CONCLUSION**

We are of the opinion that upon completion of the sale of the Property and registration at the Land Registry a purchaser will obtain a good and marketable title to the Property.

## **Schedule**

### **Section A    Benefits**

The only matters which benefit the Property are those which correspond or reciprocate the Incumbrances which are mentioned in Section B items 2 and 3 below. Using the same numbering system as contained in this Section B (but with a prefix 'A' instead of 'B'), the benefits are listed below.

#### **A2.1   RTB Transfers**

All of the RTB Transfers which were looked at contained reciprocal service, entry and access rights, in favour of the Council's retained land (including the Property), to the rights which were granted by the Council in the RTB Transfers and lease. The rights are detailed in B2.1 below.

#### **A2.2   RTB Lease**

The RTB lease contains the following rights, in favour of the Council's retained land (including the Property), over the RTB lease which is referred to in B2.2 below:

- (a)    service rights;
- (b)    support;
- (c)    a right to rebuild or alter 'the Estate' (see B2.2 below) notwithstanding any interference or damage caused to (i) the RTB premises, or (ii) access or enjoyment of light or air to the RTB premises;
- (d)    the right to vary the layout and position of any of the roadways footpaths gardens or grounds of the Estate; and
- (e)    entry rights to the RTB premises to exercise any of the above rights or to repair and maintain the Council's retained land (including the Property).

#### **A3    Implied rights which relate to RTB transfers or leases**

The Council were granted reciprocal rights to those referred to below in the RTB Transfers and the RTB lease (see B3)

## **B     Incumbrances**

### **B1   Covenants and rights, other than those relating to RTB transfers or leases**

B1.1 Part of the car park shown tinted pink on the plan attached as Appendix 2 (including the car park) is subject to restrictive covenants contained in a Deed of Conveyance dated 10 April 1931 made between (1) The Newcombe Estates Company Limited and Others and (2) Angus Keen.

The initial covenants in the Conveyance stated that no trade or business was to be carried out on the property other than dairy farming.

However the Conveyance also stated that following the cessation of dairy farming, the owner of the land (tinted pink on the plan at Appendix 2) was to comply with the following restrictive covenants:

- (a) no houses or buildings are to be erected on the land unless set back to a building line 30 feet from Dennis Lane (Dennis Lane is the 'main road' leading to Eaton Close), and no building of any kind except bay windows verandas and porches and boundary walls or fences not exceeding 4 feet 6 inches in height are to be erected in front of the building line;
- (b) no bungalows are to be erected on the land and no houses other than detached or semi-detached houses are to be erected on it, and not more than 40 houses are to be erected on the land;
- (c) no houses are to be erected on the land costing less than £800.00;
- (d) the land and any building erected on it is not be used as flats or as a club, public house or for the sale of alcohol, or for any purpose other than as a private dwelling house (and garden).

The following points should be noted:

- the above restrictive covenants were expressed to be binding on 'the Purchaser' (Angus Keen), and on the Purchaser's successor in title, but were not intended to impose any personal liability on anyone (other than the 'new' owner) after the 'current' owner transfers the land;

- the restrictive covenants were imposed nearly 90 years ago, and it is not clear (from the Land Registry documents which are available) which area of land has the benefit of the restrictive covenants. Accordingly the restrictive covenants may not be enforceable, and it ought to be possible to obtain a restrictive covenant indemnity policy at fairly moderate cost. An alternative would be to appropriate the Property.

B1.2 The whole of the Property is affected by rights of services (for water, electricity etc) contained in a Transfer dated 31 December 1947 made between George Wimpey & Co Limited (1) and Harrow Urban District Council (2)... The 1947 Transfer also excluded any easement, or right of right or air which would restrict or interfere with the free use of the adjoining or neighbouring property of the Transferor for building or other purposes. Apart from 19 Dennis Lane Stanmore (HA7 4JR), it is not clear which area of land has the benefit of the rights.

B1.3 The part of the Property which is tinted blue on the plan attached as Appendix 2 is (or was) subject to the right of the North Metropolitan Electric Power Supply Company to lay and maintain an underground cable. No further details of this right are contained in the Land Registry's records, however the rights were most likely granted by a Wayleave agreement dated 1935 (which would not have been registered at the Land Registry), which was superseded by a Wayleave agreement dated 28 February 1980, which is referred to in B1.6 below.

B1.4 The Property is subject to rights of drainage and rights in respect of water, gas and electricity supply services. No further details of this right are contained in the Land Registry's records, however the drainage rights may have been granted by an Agreement dated 11 November 1965 (which would also not have been registered at the Land Registry), which is referred to in B1.7 below.

B1.5 Parts of the side passageways on the Council's land are subject to rights of way on foot at ground floor level only. This is thought to be a reference to side passageways to RTB houses, but the Property should be inspected to ascertain whether there are any side passages on it.

B1.6 By a Licence dated 28 February 1980 between Harrow Borough Council (1) and Eastern Electricity Board (2), Eastern Electricity was granted to a right to retain

electricity cables underneath the entrance to the Property, and along its eastern and southern boundaries. The agreement may be determined on 6 months notice if the Council wishes to redevelop. Alternatively there is provision in the Agreement for the electricity cables to be relaid if the land is required for redevelopment. A copy of the Licence is attached as Appendix 3– please refer to the plan within it.

B1.7 By an Agreement dated 11 November 1965 between Harrow Borough Council (1) and Highrix Homes Limited (2), Highrix Homes was granted a right to construct and retain a sewer from the northern boundary of the Property to the centre of the Property (to drain from Highrix Homes's development site which is to the north of the Property. The Agreement contains no determination procedure, but it seems likely that the intention was that the Agreement would remain in place for as long as the sewer would remain un-adopted. The sewer may therefore still be in place, having since been adopted. A copy of the Agreement is attached as Appendix 4 – please refer to the plan within it.

## **B2 Expressed covenants and rights which relate to RTB transfers or leases**

### **B2.1 Transfers**

The Transfers of the RTB properties which are nearest to the car park (of 5-8 and 12 Eaton Close) have been looked at (the Transfer of 9 Eaton Close was not available from the Land Registry). All Transfers contained service rights over adjoining land, which could include the Property (for gas, electricity, drainage etc) and (except for numbers 6 and 12) all Transfers contained rights to enter adjoining land to repair and maintain the RTB properties and the conduits which convey the above services. Also, the Transfers of 5-7 Eaton Close contained access rights, on foot only, but only over shared access paths (so this right ought not to affect the Property).

None of the Transfers conferred parking rights over the Property.

The following points should be noted:

- the Transfer of 9 Eaton Close has not been looked at – this is one of the RTB properties which abuts the Property; and

- some of the RTB Transfers contained entry rights (to repair the RTB properties and conduits serving them). These rights may affect the Property, depending on how close the RTB houses are to the Property.

## B2.2 RTB lease

Only one RTB lease (of first floor flat, 42 Eaton Close) has been granted in the area which is shown edged red on plan attached as Appendix 2. The lease grants the following rights to the tenant:

- (a) access rights (but such rights may be varied – see A2.2 (d) above);
- (b) the right to use:
  - (i) gardens and grounds within the Estate; and any part of the Estate designated by the Council for keeping refuse or hanging out washing;
  - (ii) any area designated by the Council from time to time for the purpose of parking private motor vehicles; and
  - (iii) any aerial on the Estate, provided that the Council may at any time disconnect and remove the same from the Estate;
- (c) right to use sewers and drains;
- (d) entry rights to repair the demised premises; and
- (e) support.

The following points should be noted:

- 'the Estate' means 'Dennis Lane' (although there is no plan showing the location of the Estate), but it is likely to include the Property
- the Council as landlord has a 'right to change the layout and position of any of the roadways footpaths gardens or grounds of the Estate' (see (a) above); and
- the Council may designate parking areas 'from time to time'. The RTB lease does not grant the tenant a specific car parking space, but if the tenant has been allocated a space, (b) (ii) above gives the Council power to re-allocate it to another (reasonably suitable) location.

### **B3 Implied rights which relate to RTB transfers or leases**

The Housing Acts 1980 and 1985 set out that in the absence of agreement to either exclude or to include other rights in favour of RTB transferees or tenants, the following rights are automatically implied:

- (a) rights of support for a building or part of a building;
- (b) rights to the access of light and air to a building or part of a building;
- (c) rights to the passage of water or of gas or other piped fuel, or to the drainage or disposal of water, sewage, smoke or fumes, and rights to use or maintain pipes or other installations for such passage, drainage or disposal; and
- (d) rights to the use or maintenance of cables or other installations for the supply of electricity, for the telephone or for the receipt directly or by landline of visual or other wireless transmissions.

In addition to the above, RTB transferees or tenants are given such rights (so far as it is legally possible for the seller/landlord to grant) as benefitted the RTB property prior to the RTB or transfer or lease being completed. These include informal rights or easements which may not have been formally contained in the RTB transfer or lease. Accordingly a careful inspection of the Property should be undertaken.

### **C Third party occupational rights**

Garage numbers 2, 4, 8, 10, 11 and 15 are occupied pursuant to licences.

The licences are described as being 'weekly licence[s] running from Monday to Sunday', and include the following provisions:

- rent is payable in advance on a monthly basis;
- the licensees are to keep the garages in a reasonable state of repair and condition, but the Council is to keep the structure and exterior of the garages and the compound area in reasonable repair;
- either the licensees or the Council may terminate the licences on 7 days' notice to the other party.

Signed electronically by **Huw Williams**  
for and on behalf of **LB Harrow**

**Huw Williams**  
**Solicitor**



## Appendix 1

### Location plan of Property

**Title:**

GARAGES ADJACENT 8  
EATON CLOSE  
STANMORE  
HARROW  
HA7 3BT

**ES/Issue No**

**File Number**

**Scale**

1:1,250

**Date**

02/12/2019

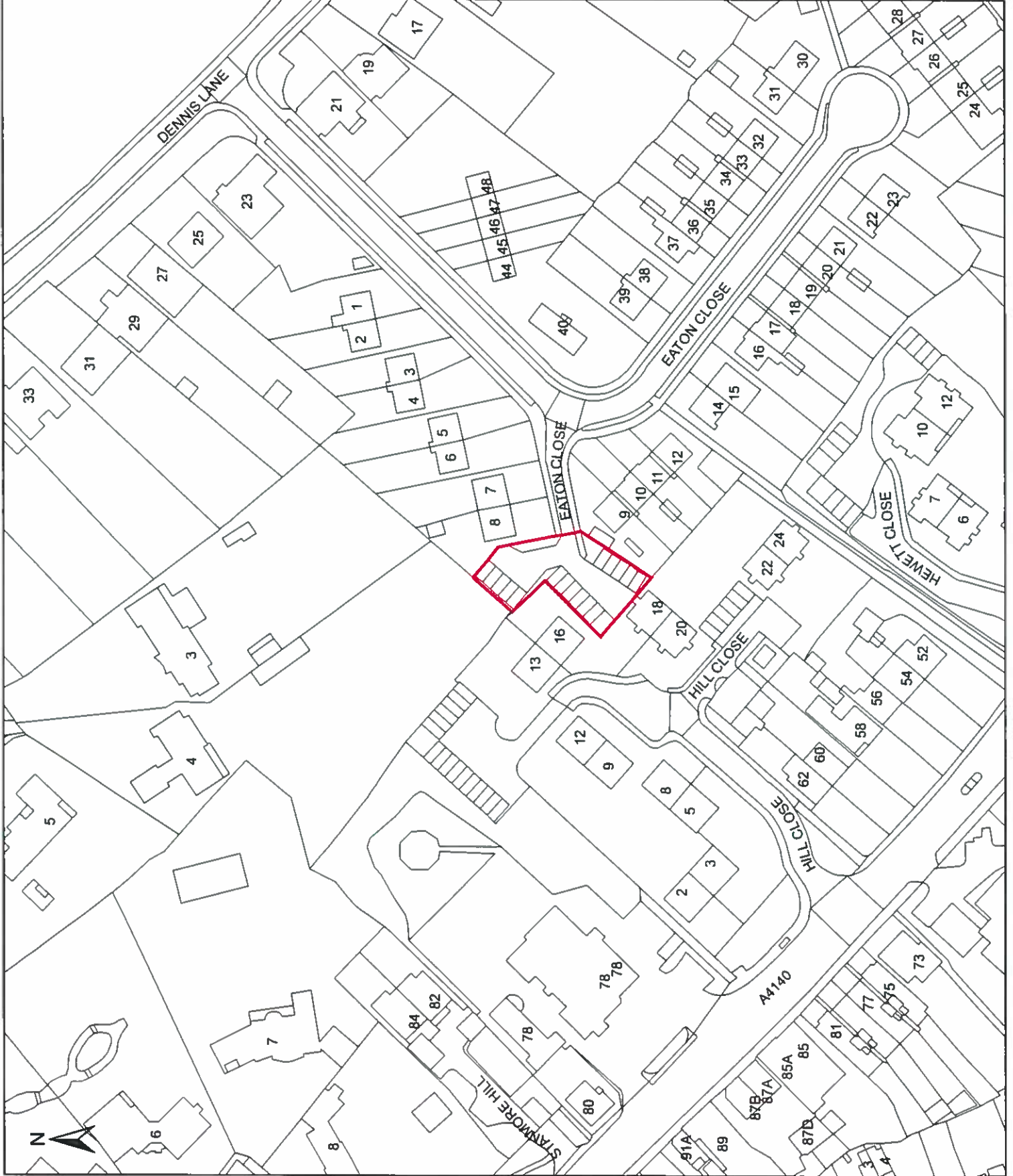


**Site Area:**

590.50 m<sup>2</sup> (0.146 acres)

**Notes**

OS Plan



## Appendix 2

### Title plan

**These are the notes referred to on the following official copy**

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

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

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

This official copy is issued on 06 April 2020 shows the state of this title plan on 06 April 2020 at 13:17:35. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Wales Office .

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### Appendix 3

Licence dated 28 February 1980

MEMORANDUM OF INCREASE IN CONSIDERATION PAYABLE

The Parties      The Mayor and Burgesses of the London Borough of Harrow  
and Eastern Electricity Board

The Agreement:    made the twenty eighth day of February 1980 granting  
cable rights in respect of land at Eaton Close, Stanmore

WE, the parties hereto desire to record that the consideration reserved in  
the aforementioned Agreement has been reviewed and from and including the  
first day of September 1986 the consideration reserved and payable under  
the Agreement shall be £6 p.a. commuted to a single payment of £30

Signed:

A. C. Baillie

for and on behalf of Eastern Electricity

Signed.

K

K J Martin - Principal Estates Surveyor

for and on behalf of the Mayor and Burgesses of the London Borough of  
Harrow

Dated 28 November 1986

THIS LICENCE is made the 11th day of One thousand nine hundred and 1979 BETWEEN THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARROW acting by KEITH GOWLING their Controller of Law and Administration (hereinafter called "the Council") of PO Box 2 Civic Centre Harrow Middlesex of the one part and the EASTERN ELECTRICITY BOARD acting by ANTHONY CHARLES BOOTHER their Substation and Wayleave Officer of Ash Hill Drive Pinner Middlesex HA5 2AG (hereinafter called "the Board") of the other part

WHEREAS

1. the Licences described in Clause 2 hereof (hereinafter called "the said Licences") the Council and its predecessors in title granted leave and licence to the Board and its predecessors in title to enter onto the land shown on the plans attached to the said Licences (hereinafter called "the said land") for the purpose of laying underground cables (hereinafter called "the said cables")

2. said Licences referred to in Clause 1 hereof are;

(a) A Licence dated the ninth day of May One thousand nine hundred and thirty five between CHE VIOLET FLORENCE CLUTTERBUCK and JEREMY HENRY POCKLINGTON SENR of the one part and NORTH METROPOLITAN ELECTRIC POWER SUPPLY COMPANY of the other part

(b) A Licence dated the ninth day of December One thousand nine hundred and sixty five between THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARROW of the one part and THE EASTERN ELECTRICITY BOARD of the other part

AND WHEREAS

1. The Board no longer requires a licence in respect of the cables which were the subject of the said Licences described in Clauses 2(a) 2(b) hereinbefore appearing

2. The Board has applied for and been granted by the Council a further Licence enabling the cables which were in part the subject of the Licence described in Clause 2(b) hereinbefore appearing to remain in position but extended as shown with a red line on plan number ES 1489/1 Issue C attached hereto

NOW THIS LICENCE WITNESSETH as follows:

1. In pursuance of the said agreement and in consideration of the determination of the said Licence described in Clause 2(a) and 2(b) hereinbefore appearing and in consideration of the fee hereinafter appearing the Council hereby grants from the first day of September One thousand nine hundred and seventy nine Licence to the Board to maintain inspect renew alter use and remove the said cables under the said land and to enter thereon and break up the surface thereof so far as may be necessary from time to time for the purpose of laying relaying repairing maintaining altering and removing the said cables (hereinafter called "the works")



2. The fee for such Licence shall be as follows:

(a) for the first seven years the sum of FIFTEEN POUNDS (£15) payable on or before the execution hereof

(b) For each successive period of seven years such sum as shall be agreed by the Council acting by its Assistant Controller (Borough Valuer) and the Board subject to arbitration as more fully described in Clause 14 hereinafter appearing

3. The Board will interfere as little as possible with the use of the said land by the Council and those deriving title under it and in the event of the Board carrying out any of the works in respect of the said cables the Board will as soon as reasonably possible reinstate the said land to its former condition and will repair any damage to the Councils fences or other property to the reasonable satisfaction of the Councils Assistant Controller (Borough Valuer) -

4. In the event that the Board fails to reinstate the land to its former condition within a reasonable period following the carrying out of any works the Council will undertake such works as are necessary in its opinion and shall recover the cost as a debt from the Board

5. Board will give one months notice in writing to the Council of its intention to carry out any works on the land (except in the case of emergency when such notice as is practicable in the circumstances should be given)

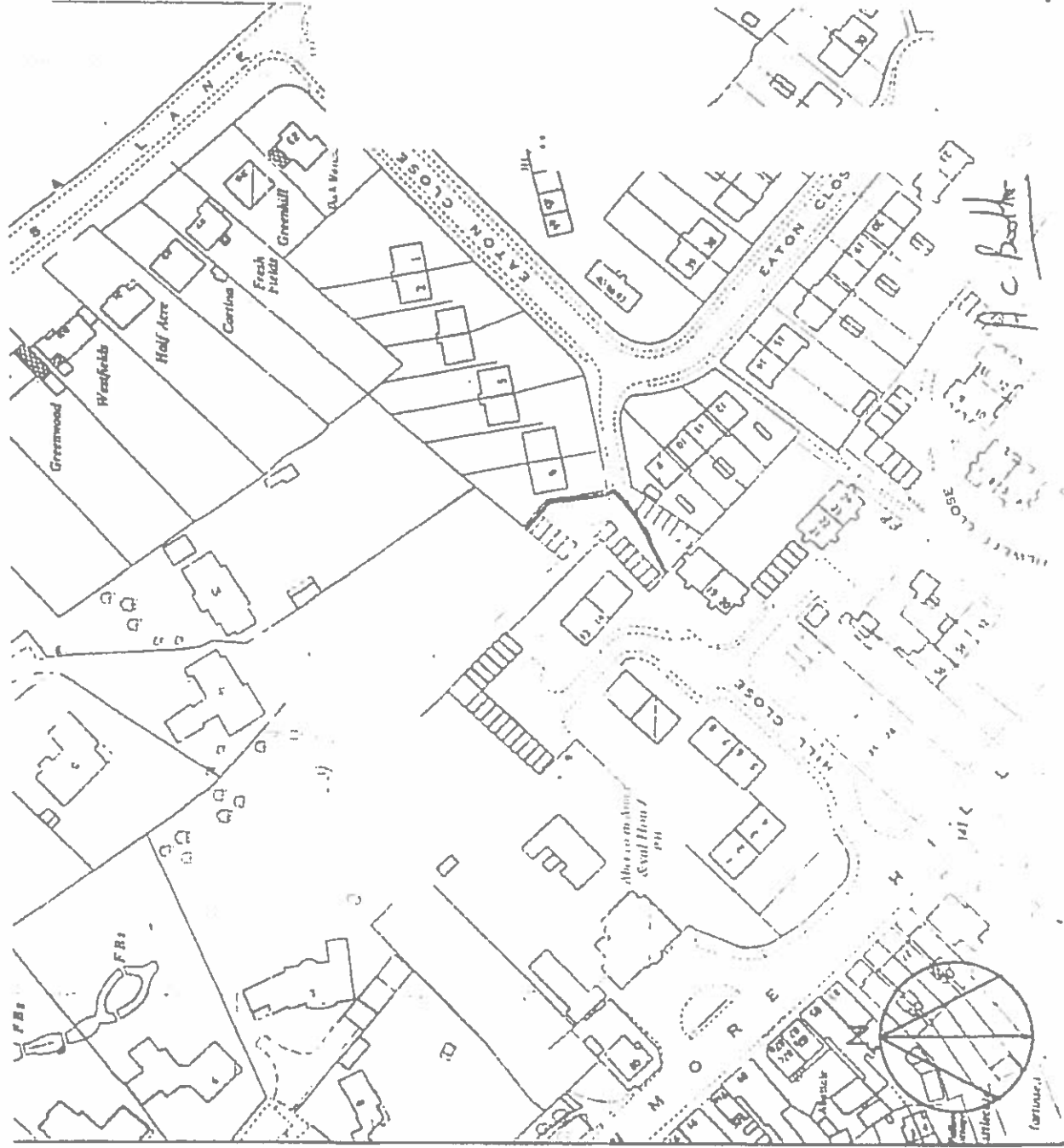
6. Board shall if the Council so requires for the purposes of redevelopment remove the said cables from the said land at its own expense PROVIDED ALWAYS that the Council shall give to the Board not less than six months notice in writing of such requirement or the Board shall relay the said cable at its own expense if the Council so requires in connection with such redevelopment

7. The Board may determine this Licence by giving to the Council three months notice in writing expiring at any time

8. Upon the determination at any time of the term hereby granted the Board shall remove from the said land all apparatus installed thereon or thereunder (which said apparatus shall be and remain the property of the Board) and all damage caused by such removal shall be made good by the Board at its own expense within one month of the determination of the Licence to the satisfaction of the Councils Assistant Controller (Borough Valuer)

9. All notices required to be served by this Licence by the Council shall be sent by Recorded Delivery post to the Eastern Electricity Board at Ash Hill Drive Pinner Middlesex HA5 2AG and all notices required to be served by this Licence by the Board shall be sent by Recorded Delivery post to the Controller of Law and Administration at PO Box 2 Civic Centre Harrow Middlesex HA1 2UH-

10. The Board shall indemnify and keep indemnified the Council its officers servants and agents and those deriving title under



NOBS	
No	Date
It is produced from that Ordinance Survey's map with the permission of the Controller of Her Majesty's Stationery Office. Crown Copyright reserved.	
Revisions	
<h1>Harrow</h1> <p>Department of Lands Administration Attn: Mr. J. H. Jones 1000 Lakeshore Blvd. W. Toronto, Ont. M6H 1A7 Tel: (416) 392-1000 Fax: (416) 392-1001 PO Box 90000, Mississauga, Ont. L4N 8B9</p>	
Title <b>EATON CLOSE, STANMORE, CABLE WAYLEAVE.</b>	
Drawn BP	File No 52/59
Scale 1:1250	Date 24/9/79
Org. No. ES. 1489/1	Issue C

it from and against all losses damages claims and expenses caused by any act or omission of the Board its employees agents and Contractors by reason of the use of the said land by the Board Provided Always that the Council shall as soon as practicable give notice in writing to the Board of any action or claim under or threatened against it and the Council shall not itself settle adjust or compromise such other or claim without the consent of the Board

11. Nothing in this Licence shall infer that the said land is suitable for the purpose of the Board or that the said land is unobstructed either above or below the surface \_\_\_\_\_

12. This Licence shall determine as soon as any breach of these conditions shall occur

13. Nothing herein contained shall in any way limit or affect the statutory rights of the parties hereto

14. In the event of any dispute or difference arising between the parties hereto as to the construction of this agreement or as to the rights duties or obligations of the parties hereo or as to any other matter in anywise arising out of or connected with the subject matter thereof such dispute or difference shall in accordance with the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force be referred to the arbitration or decision of an independent arbitrator (who shall be Chartered Surveyor with experience of values in the London Borough of Harrow) to be appointed as the parties hereto may agree or failing such agreement to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors and it is hereby agreed and declared that the decision of such arbitrator as aforesaid shall be final and binding

AS WITNESS the hands of the parties hereto the day and year first before written \_\_\_\_\_

SIGNED by the said ANTHONY  
CHARLES BOOTHER in the  
presence of

) H C. / W I -  
)

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SH ALLI & CO

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NADIGSE-).

125 R. H. HON 514 1

Dated

1979

THE MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF HARROW

- and -

THE EASTERN ELECTRICITY BOARD

---

LICENCE

to maintain cables at Eaton Close  
Stanmore Middlesex

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Controller of Law and Administration  
The London Borough of Harrow  
PO Box 2  
Civic Centre  
Harrow

579  
10

#### Appendix 4

Agreement dated 11 November 1965



1. f

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...and after the works have been constructed and completed at all times thereafter to keep the same in good and substantial repair and condition to the satisfaction of the Borough Surveyor and to make good at their own expense any want of repair.

(iv) to pay all rates taxes impositions and charges

whatsoever that may from time to time be imposed charged or made upon or in respect of the works.

...and to exercise the rights hereby granted in such manner as to cause damage or injury to the Corporation's

adjoining land or the buildings erected thereon and to

reimburse the Corporation in respect of any loss or damage to such land or buildings suffered by the Corporation in the exercise of such rights.

(v) to keep the Corporation indemnified against all claims demands loss injuries costs charges expenses and liabilities by any person whatsoever to which the Corporation may incur or which may arise in respect of the exercise or enjoyment of the privilege or right hereby granted.

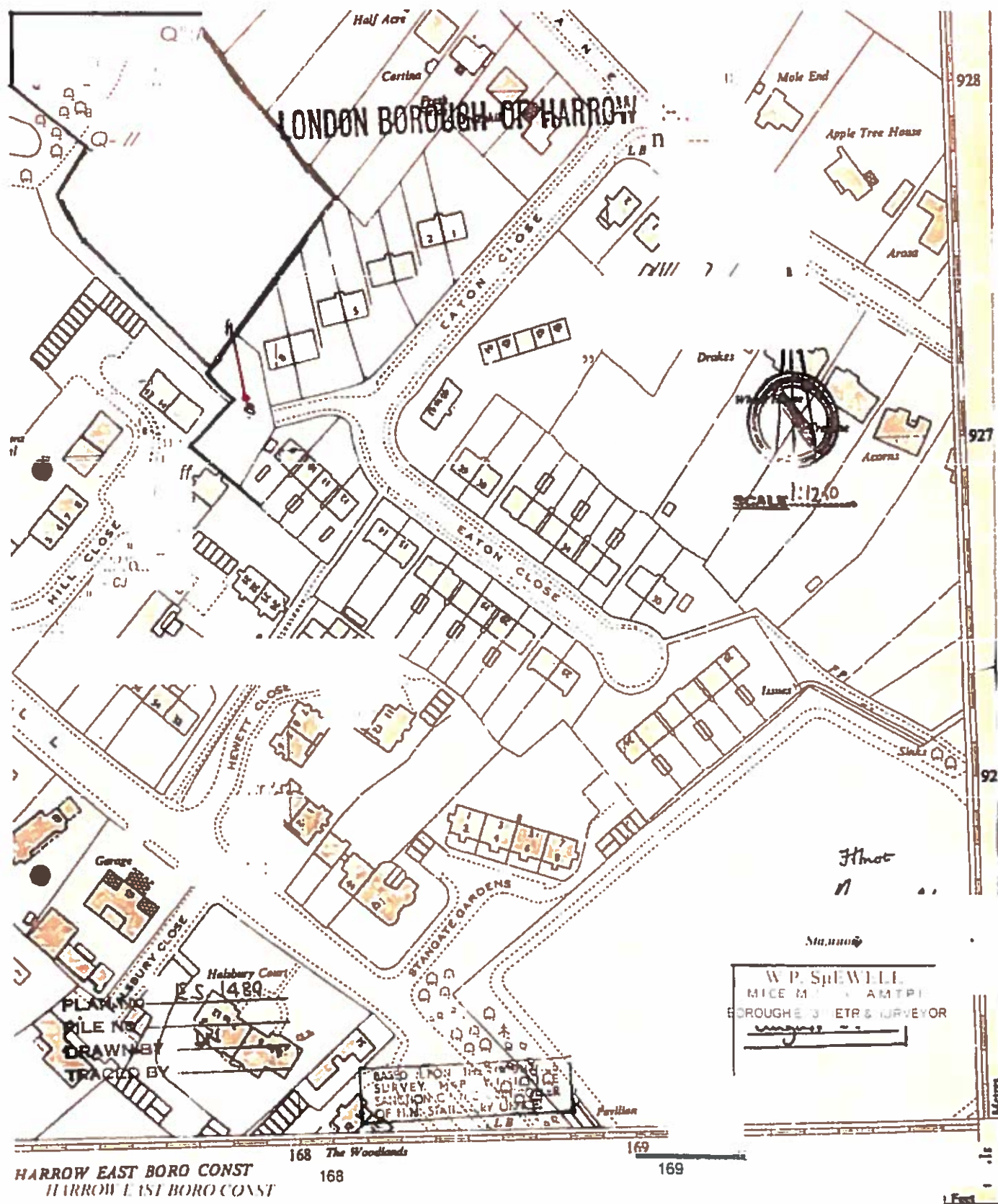
(vi) to pay on the completion of the works the sum of £10,000 for the construction of the works and for the cost of construction of the works over the period of 10 years.

...and to pay on the completion of the works the sum of £10,000 for the construction of the works and for the cost of construction of the works over the period of 10 years.

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IN WITNESS whereof the parties aforesaid have caused their  
common seals to be hereunto affixed the day and year first before  
written

THE BOROUGH COUNCIL OF HARROGATE  
ALFRED H. STUBBS OF  
THE TOWN OF HARROGATE  
has hereunto affixed in the  
presence of:-

*J. H. H.*

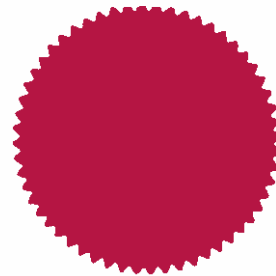
*Stanley Lees*

Deputy Town Clerk

The London Borough of Harrold 1119

*PC 1015*

*Deputy Town Clerk* Secretary



11P November

AGREEMENT

DEED PACKET No. 5719

DEED PACKET No.	5719
DEED No.	8