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Title Number BGL46522

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SEQ233



DATED: 3rd October 2011

EUSTON TRUST LIMITED

and

NOTTING HILL PREPARATORY SCHOOL LIMITED

DEED OF GRANT OF EASEMENT

relating to

120-122 Ladbroke Grove, London W1D 5NE

 **DMH Stallard**

6 New Street Square
New Fetter Lane
London EC4A 3BF
DX 344 London/Chancery Lane
Tel: 020 7822 1500
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Ref: 121984/5
www.dmhstallard.com

It is hereby certified that this
is a true copy of the original
document **DMH Stallard LLP.**

DMH Stallard
6 New Street Square
London
EC4A 3BF

7 November 2011

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THIS DEED is made the 31st day of October 2011

HM LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 2002

Grantor's Title Number: 460747 and 460732

Administrative Area: Kensington and Chelsea

Grantee's Title Number: BGL46523 and BGL46522

Administrative Area: Kensington and Chelsea

BETWEEN

- (1) EUSTON TRUST LIMITED incorporated and registered in England and Wales with company number (00430892) whose registered office is 35 Stoke Hill, Stoke Bishop, Bristol BS9 1LQ (the Grantor).
- (2) NOTTING HILL PREPARATORY SCHOOL LIMITED incorporated and registered in England and Wales with company number 04677024 whose registered office is at 95 Lancaster Road, London W11 1QQ (the Grantee).

BACKGROUND

- (A) The Grantor owns the freehold interest in the Grantor's Property and the Grantee owns the freehold interest in the Grantee's Property.
- (B) The Grantor has agreed to grant the Rights to the Grantee for the benefit of the Grantee's Property on the terms contained in this deed.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this deed.

Grantee's Covenants: the covenants set out in Schedule 2.

Grantee's Property: the property at 124 Ladbroke Grove, London W10 5NE and registered at HM Land Registry under the title number referred to above and each and every part of it.

Grantor's Covenants: the covenants set out in Schedule 3.

Grantor's Property: 120-122 Ladbroke Grove, London W10 5NE and registered at HM Land Registry under the title number referred to above and each and every part of it.

Plan: the plan annexed to this deed.

Rights: the rights set out in Schedule 1.

- 1.2 Any reference to the **Grantor** and **Grantee** shall include that party's personal representatives, successors in title or permitted assigns.
- 1.3 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.4 Except where a contrary intention appears, references to clauses and schedules are to the clauses and schedules of this deed; reference to paragraphs are to paragraphs of the relevant schedule.
- 1.5 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.
- 1.6 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or

subordinate legislation which it amends or re-enacts provided that, as between the parties, no such amendment or re-enactment shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.

- 1.7 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.8 A reference to one gender shall include a reference to the other genders.
- 1.9 Words in the singular shall include the plural and vice versa.
- 1.10 A reference to **writing** or **written** includes faxes but not email.
- 1.11 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.12 Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. GRANT

- 2.1 In consideration of the payment by the Grantee to the Grantor of the sum of Ten Thousand Pounds (£10,000.00) the receipt of which is hereby acknowledged by the Grantor and in consideration of the covenant given by the Grantee in clause 4, the Grantor with full title guarantee grants to the Grantee the Rights in fee simple for the benefit of the Grantee's Property.
- 2.2 The Rights are not granted exclusively to the Grantee and are granted:
 - 2.2.1 subject to any other rights of the Grantor in relation to the Grantor's Property whether or not referred to in this deed.

- 2.2.2 in common with any other persons lawfully entitled to the Rights or to similar rights in relation to the Grantor's Property.

3. GRANTOR'S COVENANTS

The Grantor covenants with the Grantee so as to bind the Grantor's Property into whoever's hands it may come, for the benefit of the Grantee's Property, that the Grantor and its successors in title shall at all times observe and perform the Grantor's Covenants.

4. GRANTEE'S COVENANTS

The Grantee covenants with the Grantor so as to bind the Grantee's Property into whoever's hands it may come, for the benefit of the Grantor's Property, that the Grantee and its successors in title shall at all times observe and perform the Grantee's Covenants.

5. HM LAND REGISTRY

- 5.1 The Grantor consents to notice of the Rights and of any restrictive covenants made in this deed by the Grantor being noted against the Grantor's registered title to the Grantor's Property.

- 5.2 On completion of this deed the Grantee shall:

- 5.2.1 apply to HM Land Registry to note the Rights and any restrictive covenants against the Grantor's registered title.

- 5.2.2 apply to HM Land Registry to enter a notice of any restrictive covenants made by the Grantee in this deed against the registered title to the Grantee's Property and to enter the Rights in the Property register of the Grantee's title as appurtenant rights.

- 5.3 As soon as possible after completion of this deed the Grantee shall give to the Grantor official copies of the registered title to the Grantor's Property and the Grantee's Property, to show that the Rights and any restrictive

covenants made by the Grantor and/or the Grantee have been properly and correctly entered against the respective titles.

6. INDEMNITY

The Grantee shall indemnify the Grantor and keep the Grantor indemnified against all liabilities, costs, expenses, damages and losses arising from:

6.1.1 the exercise of the Rights;

6.1.2 any breach of any of the Grantee's Covenants;

by the Grantee, or by any occupier of the Grantee's Property, or by an employee or invitee of the Grantee, or by any other person who is allowed or permitted by the Grantee to exercise the Rights.

7. LIABILITY

7.1 If the Grantor and/or the Grantee is/are more than one person then, unless otherwise expressly provided in this deed, those persons shall be jointly and severally liable for their respective obligations arising under this deed. Either party may take action against, or release or compromise the liability of, any one of those persons or grant time or other indulgence to any one of them without affecting the liability of any other of them.

7.2 The Grantor shall not be liable for the death of, or injury to the Grantee its employees, invitees or for damage to any property of theirs, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by them in the exercise of the Rights.

8. RIGHTS OF THIRD PARTIES

A person who is not a party to this deed will not have any rights under or in connection with it.

9. GOVERNING LAW AND JURISDICTION

9.1 This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

9.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

10. COSTS

On completion of this deed the Grantee shall pay the reasonable costs and disbursements of the Grantor's surveyors and solicitors in connection with this deed and the registrations relating thereto and including the value added tax thereon subject to a maximum of £1,920.00.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1

The Rights

The right for the Grantee and its successors in title and those authorised by it or them:

1. Air Vents

To install and forever keep installed 2 air vents and 3 over flow pipes in the north facing wall of the building situated on the Grantor's Property. The air vents and the over flow pipes shall be located in the position shown on drawing number 486/343/H and in the photographs numbered 1, 2 and 3 or in such position as may be required in the event of the redevelopment or extension of the Grantor's Property save that if the Grantor requires the vents and/or the over flow pipes to be relocated the Grantor shall relocate them at its own cost and shall ensure that such air vents and over flow pipes shall at all times work properly and effectively and further provided that the Grantor shall fully indemnify the Grantee against all costs liabilities charges and expenses incurred by the Grantor as a result of the Grantor relocating the flues and/or the overflow pipes.

2. Cleaning and Maintaining

The Grantor shall permit the Grantee its employees workmen and agents to enter as such as may be necessary of the Grantor's Property at all reasonable times on reasonable prior written notice (save in the case of emergency) and with the Grantor's prior written approval of the Grantee's method of working to clean repair maintain renew and replace the air vents and over flow pipes referred to in paragraphs 1 – 2 above.

3. Lift Wall Trespass

To trespass 120 mm across the east wall of the Grantor's Building at roof level for the length of the Grantee's Lift Structure as shown in drawing SK54 343A and in drawing SK53 343A and photograph 4.

SCHEDULE 2

Grantee's covenants

The Grantee shall:

1. Damage

Not cause any damage to the Grantor's Property, or to any property of the owners or occupiers of the Grantor's Property, and shall as soon as possible make good any damage caused to the Grantor's reasonable satisfaction.

2. Obstruction or waste

Not obstruct the Grantor's Property or deposit any waste, rubbish, soil or other material on any part of the Grantor's Property or in any other way interfere with, or disturb, the exercise of the same Rights or similar rights by any other person authorised by the Grantor.

SCHEDULE 3

Grantor's covenants

The Grantor shall:

1. **No Interference with Rights**

Not to unreasonably obstruct, interrupt or interfere with the lawful exercise of the Rights by the Grantee.

EXECUTED as a Deed by

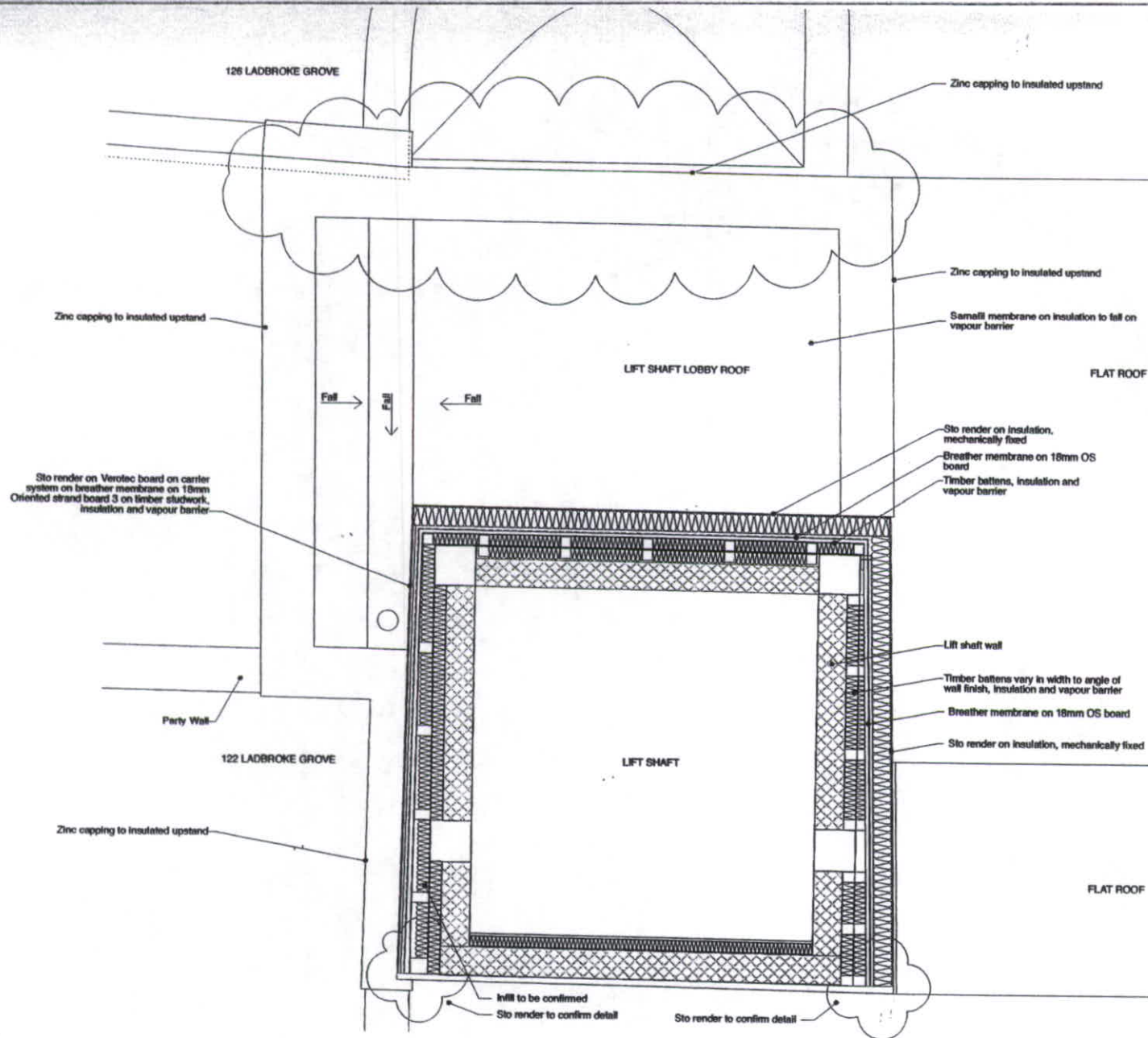
EUSTON TRUST LIMITED

acting by one director or one director Director

and the company secretary

L. Harvey.....

Sullivan Attaway
Director/Secretary

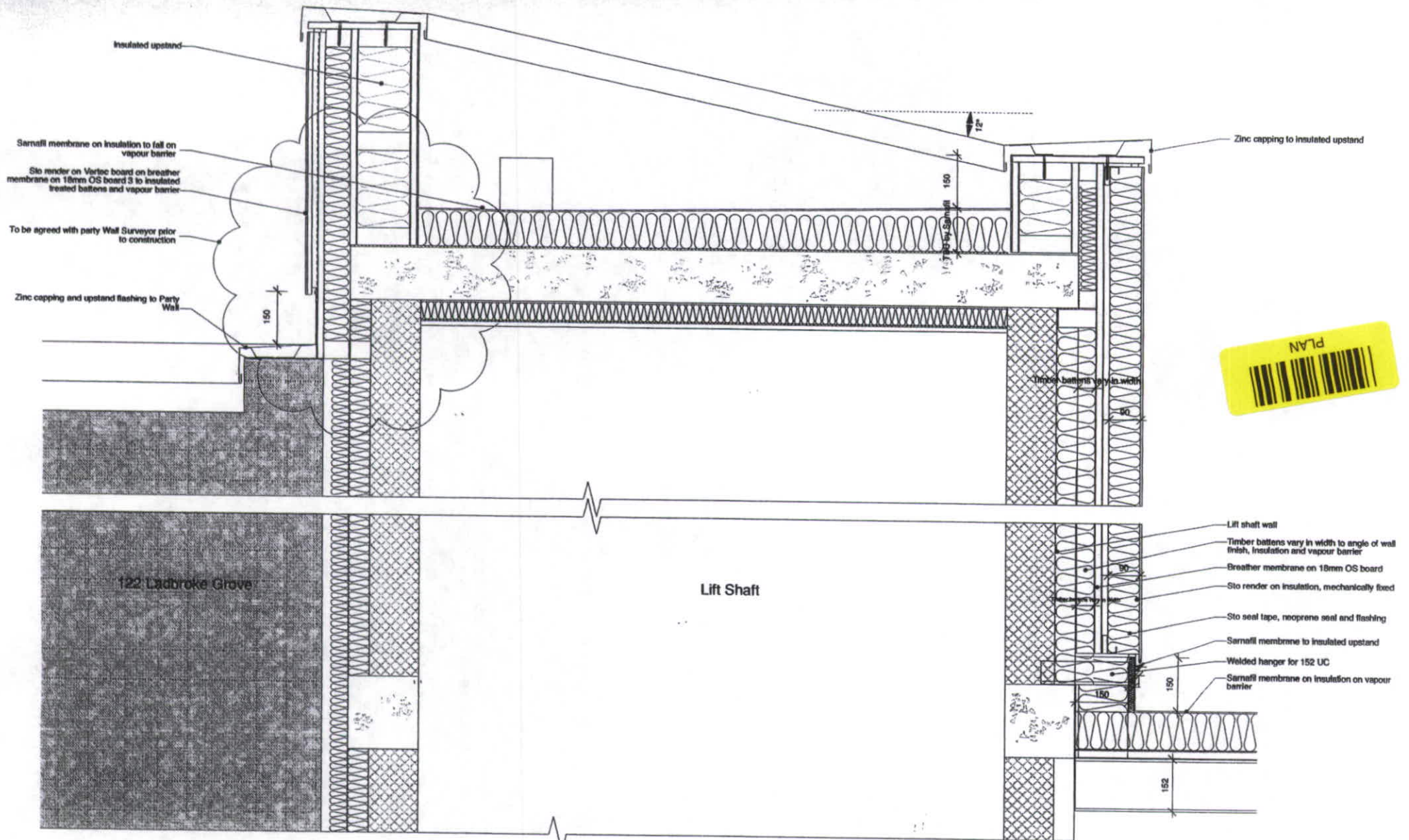


PW-
122, 126 LADBROKE GROVE

Dwg No SK53	Dwg Title LIFT- PLAN (HORIZONTAL SECTION)	Project Proposed works to NHP2	Client Redding Hill Prep School	Revisions A- 28.03.09- Scale revised, details revised, notes revised
Scale 1:10 @ A3	Job No 343	Date 03.03.09	Rev A	Dwg Status Construction
			Local Authority RBBC	

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NOTES
Drawing to be read in conjunction with consultants information.
Do not scale from drawing.
All dimensions to be checked on site.
Drawing only to be used for purposes indicated.
Notify Architect of any discrepancies.
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Draw No SK54	Draw Title LIFT- ROOF SECTION	Project Proposed works to NHP2	Client Notting Hill Prep School
Scale 1:10 @ A3	Job No 343	Date 03.03.09	Rev A
Drawn Construction		Local Authority RBKC	

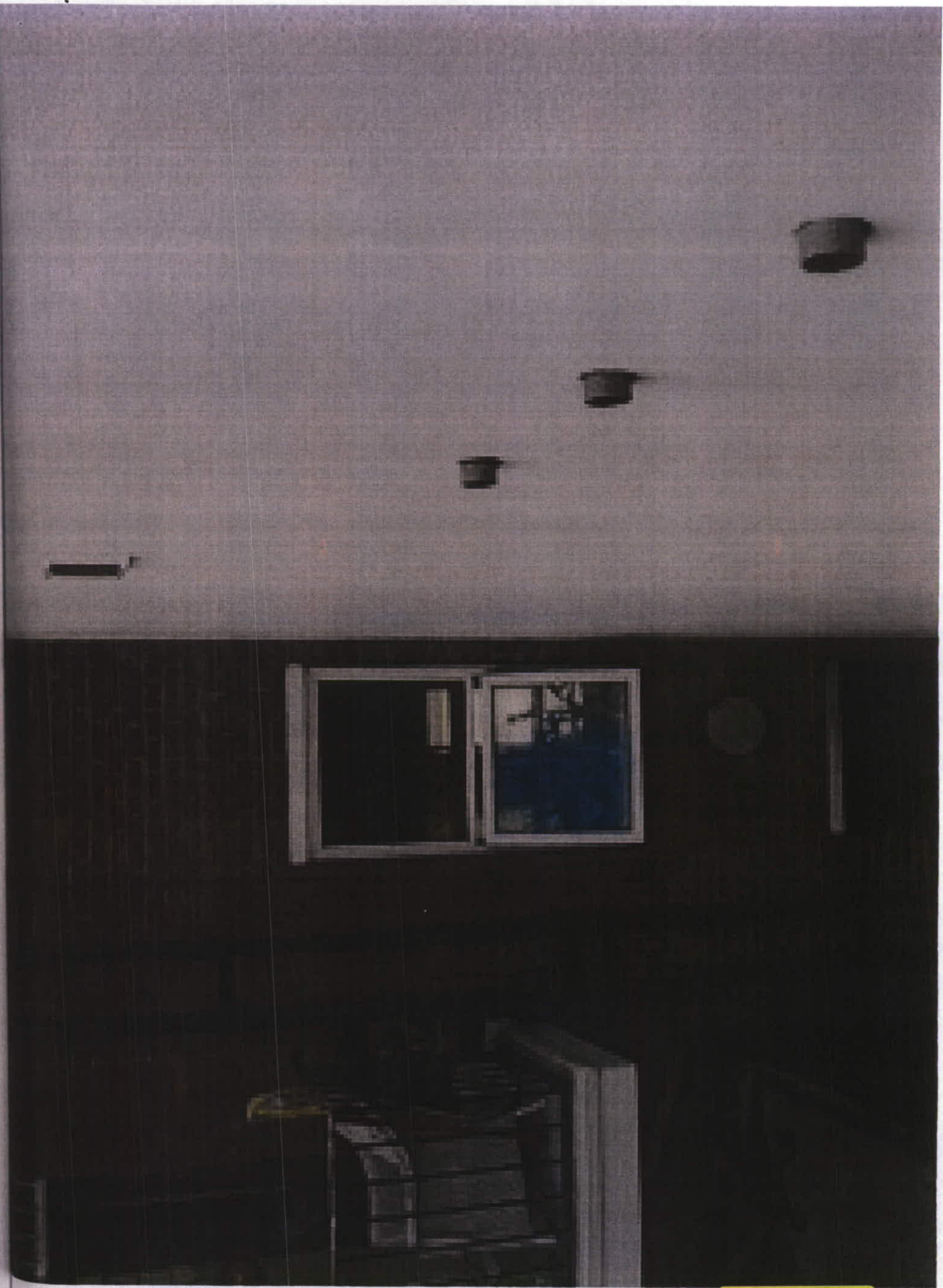
Revisions
A- 28.03.09- Party Wall detail added, blockwork revised, notes added

P.W.
122, 126 LADBROKE GROVE

NOTES
Drawing to be read in conjunction with consultants information.
Do not scale from drawing.
All dimensions to be checked on site.
Drawing only to be used for purposes indicated.
Not to be used for any other purposes.
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PLAN

