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Photo  
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THIS CONVEYANCE is made the 3<sup>rd</sup> day of *August* One thousand nine hundred and seventy-three BETWEEN the LONDON TRANSPORT EXECUTIVE (hereinafter called "the Executive" which expression shall include their successors in title where the context so admits) of the one part and the GREATER LONDON COUNCIL (hereinafter called "the Council" which expression shall include its successors in title where the context so admits) of the other part

## WHEREAS

(1) The Council were empowered by virtue of the provisions of the London County Council (Improvements) Act 1963 (inter alia) to construct a new street in the City of Westminster and in the Royal Borough of Kensington and Chelsea commencing at a point near the junction of Calverley Street and Silchester Road Notting Hill and terminating at a point in Harrow Road near the junction thereof with Paddington Green such new street to be raised above existing street levels and to carry out certain associated works in connection with such new street which new street was ultimately to be known as "the Western Avenue Extension"

(2) Part of such street (namely a portion of that section running between St Marks Road Notting Hill in the west and a point close to the junction of Acklam Road and Bevington Road in the east) was intended to run over operational property of the Executive used in connection with their Metropolitan Line Railway and in and upon property lying adjacent to such

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operational property and forming a further part of the undertaking of that Railway

(3) The new street has now been constructed by the Council including that part described in the second recital hereto and in the manner therein described and that part of the said street which has been constructed so as to run over the said operational property is shown coloured brown on the part marked "Plan" of Drawings Number S.27607 S.27608<sup>ad</sup> S.27609 and ~~S.27717~~ at the height above the operational property shown on the Elevation to such Drawings (which Plan and Elevation to such Drawings and the Section Drawing Number S.27717 referred to in such Drawings are hereinafter referred to as "the said plans") and that part of the street which has been constructed in upon and over the said property adjacent to the said operational property is shown coloured pink on the said plans and the whole of the said new street (and its supports (as regards the elevated portion) is hereinafter referred to as "the said roadway"

(4) That said part of the Executive's property shown coloured brown on the said plans over which part of the street has been constructed is hereinafter referred to as "the said property" and that said part shown coloured pink on the said plans in and upon which part of the said street has been constructed is hereinafter referred to as "the said premises"

(5) The Executive are seised of the said property and of the said premises for an estate in fee simple free from incumbrances and have agreed with the Council to grant to the

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Council for the purposes of and pursuant to the provisions of the London County Council (Improvements) Act 1963 the rights in the said property hereinafter expressed to be granted and to convey to the Council the unincumbered fee simple of the said premises subject to the Exceptions and Reservations Declaration and Restrictive Covenants hereinafter mentioned at the price of Twenty-nine thousand five hundred pounds and in consideration of the Council having at their own cost carried out the accommodation works referred to in the First Schedule hereto

NOW THIS DEED WITNESSETH as follows

1. IN consideration of the sum of Twenty-nine thousand five hundred pounds paid by the Council to the Executive (the receipt whereof the Executive hereby acknowledge) and further in consideration of the Council at their own cost and expense having carried out the accommodation works referred to in the First Schedule hereto the Executive as Beneficial Owners hereby convey unto the Council ALL THOSE pieces or parcels of land shown coloured pink on the said plans and comprising the said premises situate in Notting Hill in the Royal Borough of Kensington and Chelsea varying in width and lying as to part between the east side of St Marks Road and the west side of Ladbroke Grove as to a further part lying between the east side of Ladbroke Grove and the west side of Portobello Road and as to the remainder extending from the east side of Portobello Road to a point some ninety feet south east of the junction of Acklam Road with Bevington Road Together with the right and liberty for the Council to have use and maintain as part of the public

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highway that part of the said roadway as is constructed over the said property at such height and in such position thereover as is delineated and shown coloured brown on the <sup>said</sup> Elevations comprising part of the said plans (such said property varying in width and commencing at a point some one hundred and thirty feet to the east of St Marks Road but otherwise lying adjacent to the south side of the said premises) and Together Also with the right to the Council for the purpose of maintaining and repairing that part of the said roadway constructed over the said property and of inspecting the state of repair of the retaining wall and other features mentioned in the First Schedule hereto to enter upon the said property having first notified the Chief Civil Engineer to the Executive (hereinafter referred to as "the Engineer") of that their intention and having obtained his prior consent to such proposed entry such consent not to be unreasonably withheld EXCEPT AND RESERVING unto the Executive as mentioned in Clause 2 hereof TO HOLD the same unto the Council in fee simple

2. (a) THERE are not included in the Conveyance

(i) Any mines or minerals under the said premises hereby conveyed or any right of support from any mines or minerals whatsoever whether under the said premises or under the said property

(ii) Any easement or right of light air or support or other easement or right (except as hereby specifically granted) which would restrict or interfere with the free use by the Executive or any person deriving title under them for building or any

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for Council, the said Executive, or for any other purpose of any adjoining or neighbouring land of the Executive (whether intended to be retained or to be sold by them) ] A

(b) [ There are reserved to the Executive

(i) The right of support from the said premises for the adjoining property of the Executive (including the said property) PROVIDED that nothing herein shall be deemed to grant or in any wise purport to reserve a right of support for the Executive's adjoining property from that part of the <sup>said</sup> roadway constructed over the said property

(ii) A right of drainage for the Executive's railway and lands including the said property adjoining the said premises from the drains shown coloured blue on the said plans through such other drains constructed and installed by or belonging to the Council as pass through the adjoining land of the Council and connect with and discharge into their ~~main~~ drainage and sewage system

(iii) Full right and liberty at all times to enter upon the said premises and upon that part of the <sup>said</sup> roadway as is constructed over the said property or upon such part or parts thereof as shall be necessary and upon any adjoining land of the Council with or without workmen and to carry out as agents of and at the expense of the Council such alterations and works of maintenance renewal or repair to the said roadway or to any part thereof as shall be considered by the Engineer in his sole discretion to be necessary for the safety and protection of the railway and works of the Executive Together with full right and

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liberty to close the <sup>Said</sup> roadway or such part thereof as the Engineer shall in his absolute discretion consider that it shall be necessary to close for the purpose of carrying out any such alterations and works of maintenance renewal or repair so as to ensure the safety and protection of the railway and works of the Executive PROVIDED that the Executive shall give such notice to the Council as shall be reasonable in the circumstances of their intention to carry out such works except in the case of emergency when no notice need be given at all

(iv) The right to have maintain repair cleanse use reconstruct alter and remove any drains pipes wires cables and works on over or under the said premises now used for the benefit of the adjoining property of the Executive

(v) Full right and liberty for the Executive and their successors in title with or without workmen at all reasonable times to enter upon the said premises for the purpose of exercising the right reserved by paragraph (iv) of this sub-clause

(vi) Full right and liberty for the Executive and their successors in title with or without workmen at all reasonable times to enter upon the said premises for the purpose of maintaining repairing renewing reinstating altering or amending any fences walls railway banks abutment or retaining walls bridges and other works of the Executive on their adjoining or neighbouring land

the Executive making good damage to the said premises occasioned by the exercise of the rights of entry reserved by paragraphs (v) and (vi) of this sub-clause

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3.

[FOR the benefit and protection of such part of the adjoining or neighbouring property of the Executive (including the said property and each and every part thereof) as is capable of being benefited or protected and with intent to bind so far as legally may be themselves and their successors in title owners for the time being of the said premises or any part thereof in whosoever hands the same may come the Council hereby covenant with the Executive as follows

(1) Not at any time (a) without previously submitting detailed plans and sections thereof to the Executive and obtaining their approval thereto and (b) without complying with such reasonable conditions as to foundations or otherwise as the Executive shall deem it necessary to impose to erect or add to any building or structure or to execute any works on any part of the said premises or on any part of the said roadway as is constructed over the said property within a distance of fifty feet in plan of the Executive's land and works

(2) At all times hereafter to repair maintain and keep the said roadway and the bridge upon which the same is carried over the said property and all pillars arches and supports to the same and the said premises in good and substantial repair order and condition to the satisfaction of the Engineer and in such a state and condition that no damage occurs or may occur to the railway or works of the Executive

(3) To comply with all or any provisions of Section 42 of the London County Council (Improvements) Act 1963 which remain to be performed or which are of a continuing nature and effect

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(4) To permit the Executive to enter with or without workmen upon the said premises or upon the adjoining lands of the Council at all times and for all purposes in respect of which such right of entry is hereinbefore reserved to the Executive

(5) To repay to the Executive forthwith on demand all costs and expenses incurred by the Executive (as certified by the Engineer whose certificate shall be binding and conclusive) in carrying out the various alterations and works referred to in Clause 2(b)(iii) hereof and in carrying out the necessary maintenance of the retaining wall and other features mentioned in the First Schedule hereto and in Clause 4 hereof

(6) Not to use the said premises so as to cause any interference to the operation by the Executive or the security of their Metropolitan Line Railway and not to use the elevated portion of the said roadway for any purpose other than as part of the public highway

(7) To indemnify and keep indemnified the Executive from and against all reasonable costs claims demands or expenses howsoever caused or incurred arising from the maintenance and existence of the said roadway in and upon the said premises and over the said property except to the extent that the same may have been caused by or contributed to by the act default or omission of the Executive their servant agent or contractor

4. THE Executive hereby covenant with the Council that the Executive will at the Council's expense repair maintain and keep the various features referred to in the First Schedule hereto as

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having been constructed by the Council as accommodation works (including in addition any drains constructed and installed by or belonging to the Council and passing through their adjoining land) in good repair order and condition

5. IT IS HEREBY DECLARED that the carrying on by the Executive of their undertaking on their adjoining or neighbouring land in exercise of their powers and subject to their statutory and common law obligations shall not be deemed to be a breach of the covenant for quiet enjoyment implied herein by reason of the Executive being expressed to convey the said premises and to grant the said rights over the said properties as Beneficial Owners nor to be in derogation of their grant

6. THE Executive hereby acknowledge the right of the Council to the production of the documents specified in the Second Schedule hereto and to delivery of copies thereof and undertake with the Council for the safe custody of the same

IN WITNESS whereof the Executive and the Council have caused their respective Common Seals to be hereunto affixed the day and year first before written

THE FIRST SCHEDULE above referred to

The following are the accommodation works which it was agreed by the parties hereto should be carried out by and at the expense of the Council

The construction of a retaining wall along the line shown coloured red on the said plans surmounted by an unclimbable chain link fence of such height or heights as the Executive's Chief Civil Engineer shall reasonably direct for the protection of the Executive's railway from trespass (such retaining wall and chain link fence to be and remain the property of the Executive and to be maintained by the Executive but at the expense of the Council) together with the installation of an adequate system of drainage associated with such retaining wall to the satisfaction of the Executive's said Chief Civil Engineer

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The construction and installation of drains in the position shown by blue lines on the said plans suitable and adequate for the drainage of the Executive's adjoining railway and lands connecting with and discharging into the Council's main drainage and sewage systems whether directly or through the drains constructed and installed by or belonging to the Council and passing through their adjoining land

THE SECOND SCHEDULE above referred to

<u>Date of document</u>	<u>Description of document</u>	<u>Parties thereto</u>
2nd May 1866	Indenture	Matthew Chitty Downes St Quintin (1) <i>The</i> Hammersmith and City Railway Company (2)
27th June 1866	Indenture	Ditto
22nd June 1864	Indenture	Charles Henry Blake (1) William Honeywood William <i>Harrison</i> and Henry Cobb (2) <i>The</i> Hammersmith and City Railway Company (3)
24th June 1867	Indenture	<i>The</i> Hammersmith and City Railway Company (1) Great Western Railway Company (2) Metropolitan Railway Company (3)

THE COMMON SEAL of The  
London Transport  
Executive was hereunto  
affixed in the  
presence of

*A. Shaw*  
Asst. Secretary

SEALED BY ORDER

*RA Andrews*

for Director-General and  
Clerk to the Council

10 NGC 196240



DATED 3 August

LONDON TRANSPORT EXECUTIVE

to

GREATER LONDON COUNCIL

CONVEYANCE AND DEED OF GRANT

relating to freehold land  
forming part of the  
Executive's Metropolitan Line  
Railway at and near to  
Ladbroke Grove Station  
Notting Hill in the Royal  
Borough of Kensington and  
Chelsea

Certified a true copy of  
the original and  
the plans thereto annexed  
W.W. Wilson  
The Solicitor  
Greater London Council  
3rd August 1973

73172

RR File

UGL196240

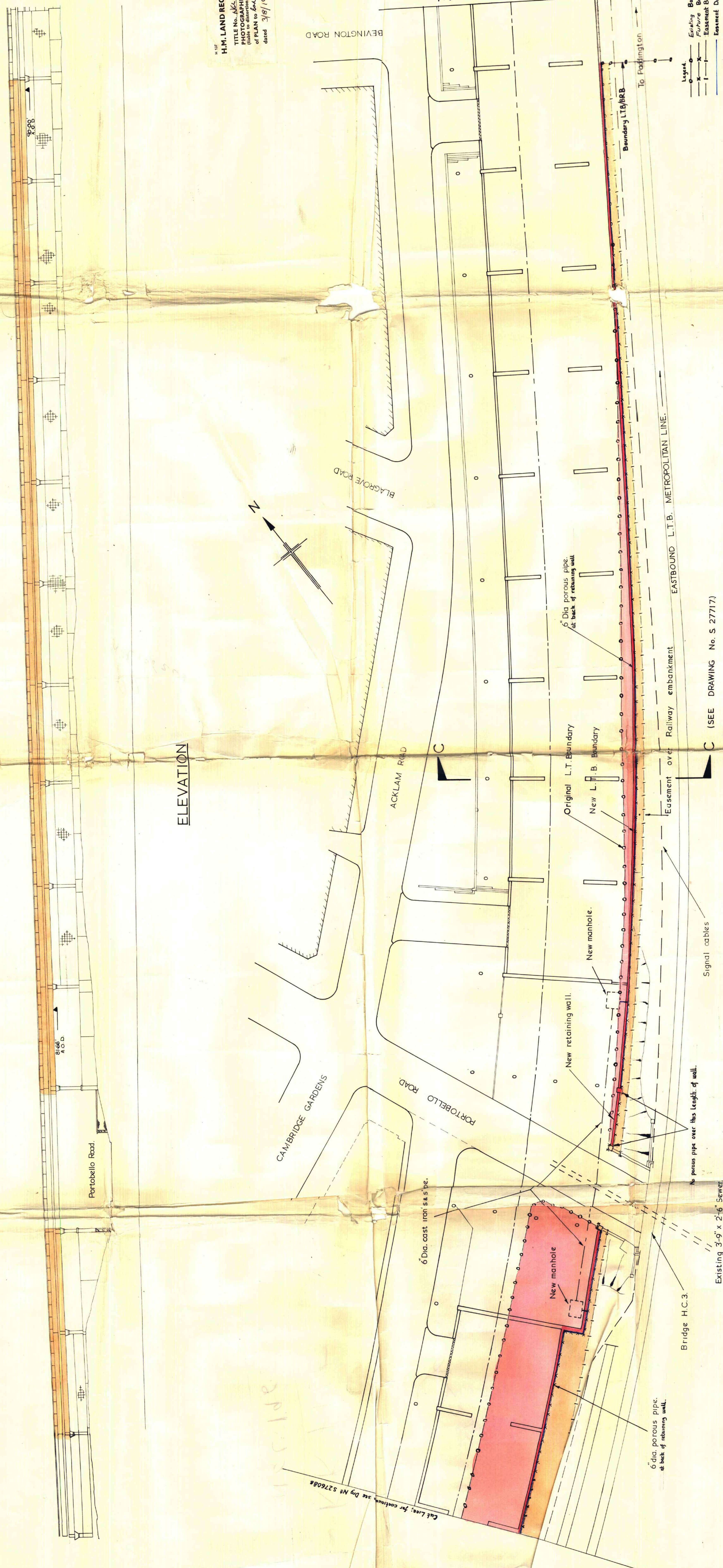


6 The Commr. Secd of the London Transport Board have been advised in the manner of A Shew as to the validity of the plan to be submitted to the Board.

6666 A.O.D.

6666 A.O.D.

H.M. LAND REGISTRY  
TITLE No. 142/94160  
PHOTODUPLICATION COPY  
(liable to distortion in plan)  
of PLAN to be submitted to the Board  
dated 3/8/1973



PLAN

(SEE DRAWING No. S 27717)

METROPOLITAN LINE. — G.L.C. WESTERN AVENUE EXTENSION. — SECTION 4. SALE OF LAND & GRANT OF EASEMENTS L.T.B./G.L.C.

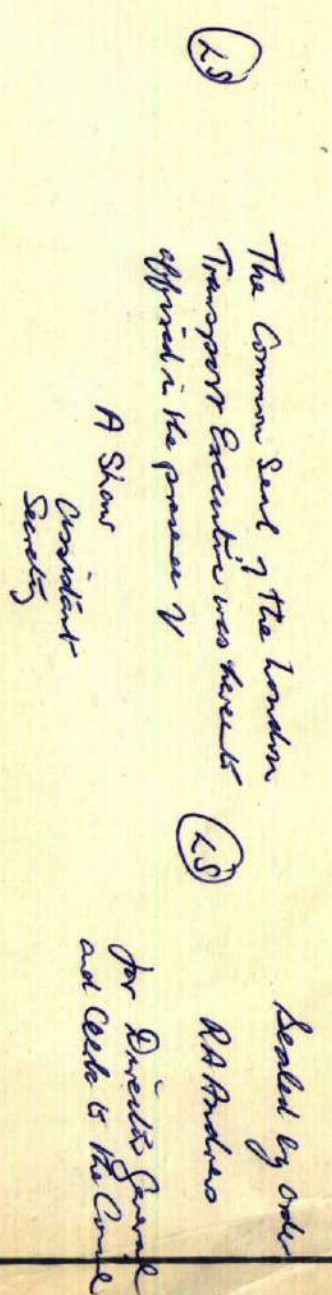
PORTOBELLO ROAD TO ACKLAM ROAD ABUTMENT.

Scale: 20'-0" to 1"

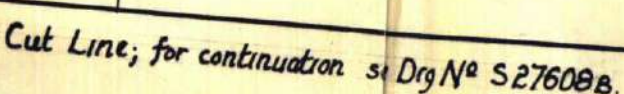
amendments	No. to be		date	
	Coded lines for boundaries		drawn	
	Minor Amendments		checked	
			approved	
		date		8 <sup>th</sup> Feb 1968

LONDON TRANSPORT BOARD  
CHIEF CIVIL ENGINEERS DEPT.  
BRIDGES AND STRUCTURES.  
DRAWING No S27609  
REVISION. A B





H 137  
A  
H.M. LAND REGISTRY  
TITLE No. *N/L 196240*  
PHOTOGRAPHIC COPY  
(liable to distortion in scale)  
of PLAN to *be surveyed*  
dated *3/8/1973*



A - (SEE DRAWING No. S.27717)

— 0 — 0 —	Existing Boundary
— X — X —	Future Boundary
—   —   —	Easement Boundary
— — — — —	Easement Drainage

SECTION 4 SALE AND GRANT OF EASEMENTS TO THE CITY OF WESTERN GLC - METROPOLITAN LINE AVENUE EXTENSION

ST. MARKS ROAD TO LADBROKE GROVE STATION

Scale:- 20' - 0" to 1"

	amendments	date	drawn	Eric Caldwell	LONDON TRANSPORT BOARD CHIEF CIVIL ENGINEERS DEPT. BRIDGES AND STRUCTURES
F	Costal, Inc. for Foundation	30 JUL 69	checked	<i>[Signature]</i>	
B	Morr Amendment	5-1-69	approved		
			date	8 FEB 1968	DRAWING No. S 27607
					REVISION # B











This drawing to be read in  
conjunction with drawings  
Nos S27607, S27608 & S27609

Note:-

Easement for overhanging motorway  
G.L.C. Retaining Wall  
Drainage Easement

Legend -  
G.L.C. Retaining Wall  
Drainage Easement

SECTION - BB (Drwg No S27608)

SECTION - AA (Drwg No S27607)

REDUCED  
PHOTOGRAPHIC COPY

H.M. LAND REGISTRY  
TITLE No. N2196240  
PHOTOGRAPHIC COPY  
(Made on application to H.M. Land Registry)  
dated 3/8/1978

PLAN

L143





⑬ The Common Seal of the London Transport Executive, here kept offhand in the possession of A. Shaw, Assistant Secretary

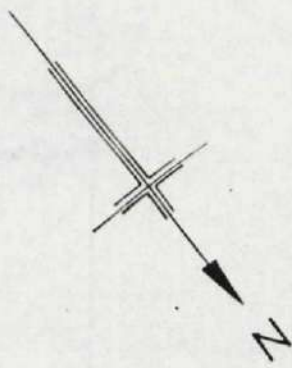
⑭ Seal of R. A. Andrews for Director General of the Civil Service

9000  
A. B. B.

H.M. LAND REGISTRY  
TITLE No. NK 196240  
PHOTOGRAPHIC COPY  
(liable to distortion in scale)  
of PLAN to Exhibit 222  
dated 3/8/1973

WIGTON ROAD

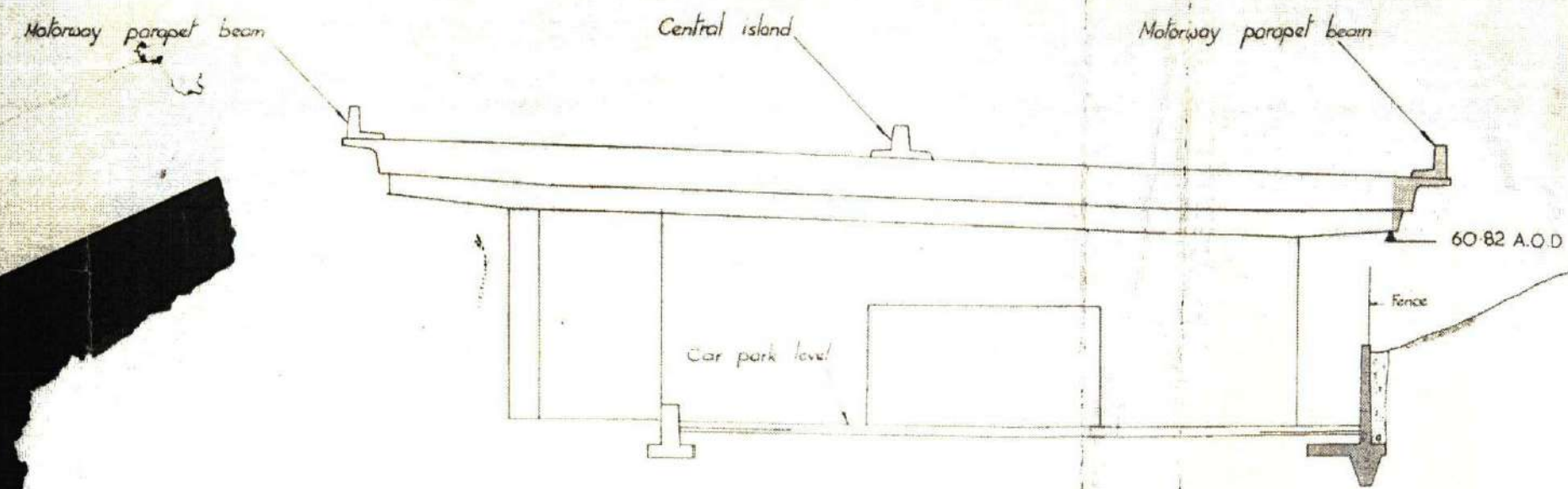
WIGTON ROAD



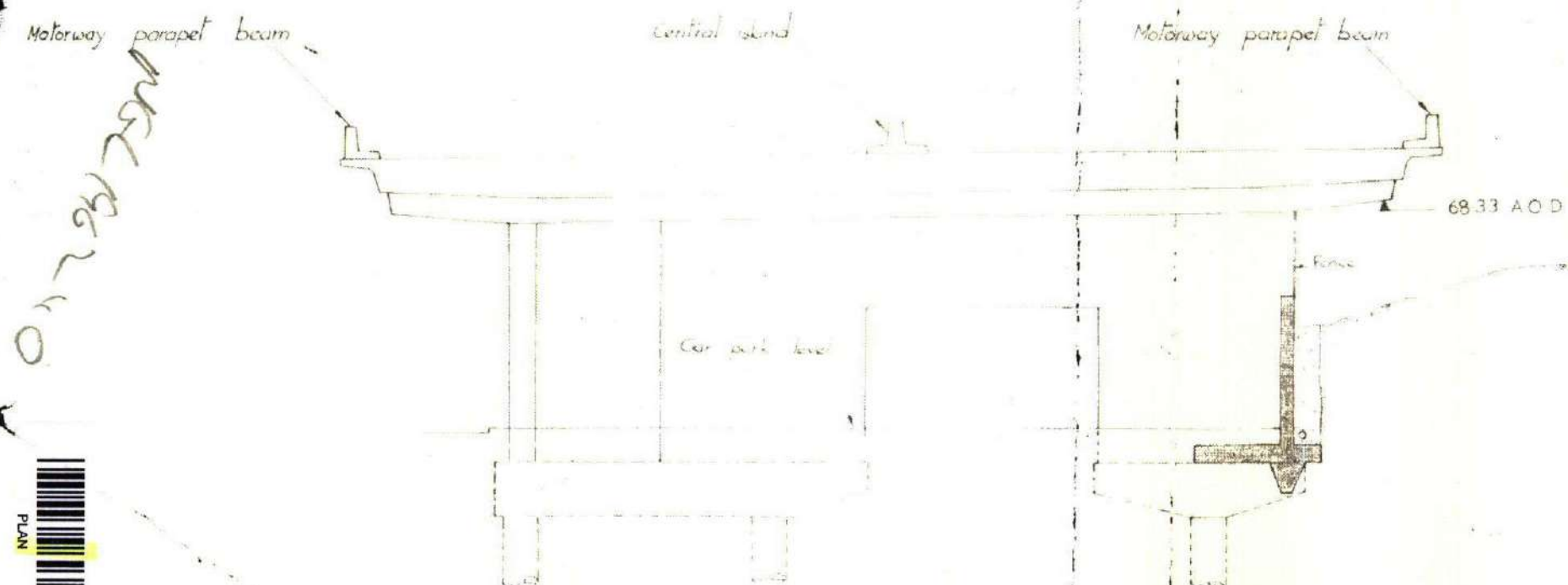




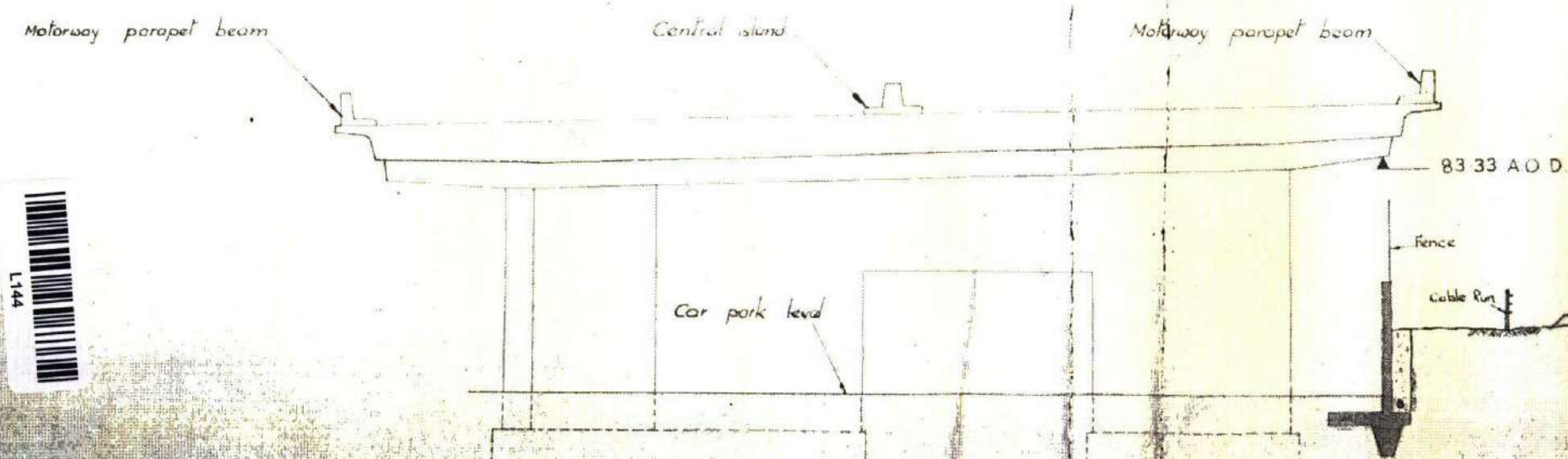




SECTION - AA (Drwg. No S27607)



SECTION - BB (Drwg. No S27608)



Legend:-



Easement for overhanging motorway.  
G.L.C. Retaining Wall

Note:-

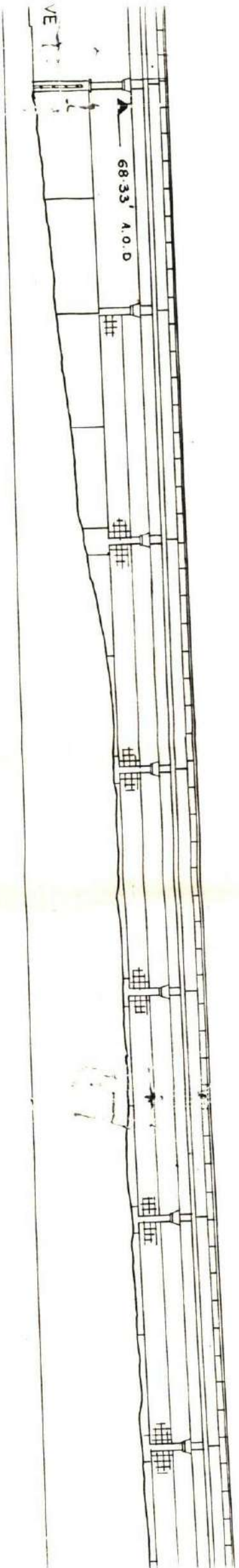
This drawing to be read in  
conjunction with drawings  
Nos S27607 S27608 & S27609

H.M. LAND REGISTRY  
TITLE No. NL196240  
PHOTOGRAPHIC COPY  
(Scale to drawings in scale)  
of PLAN to S27607  
dated 3/8/1973

REDUCED  
PHOTOGRAPHIC COPY







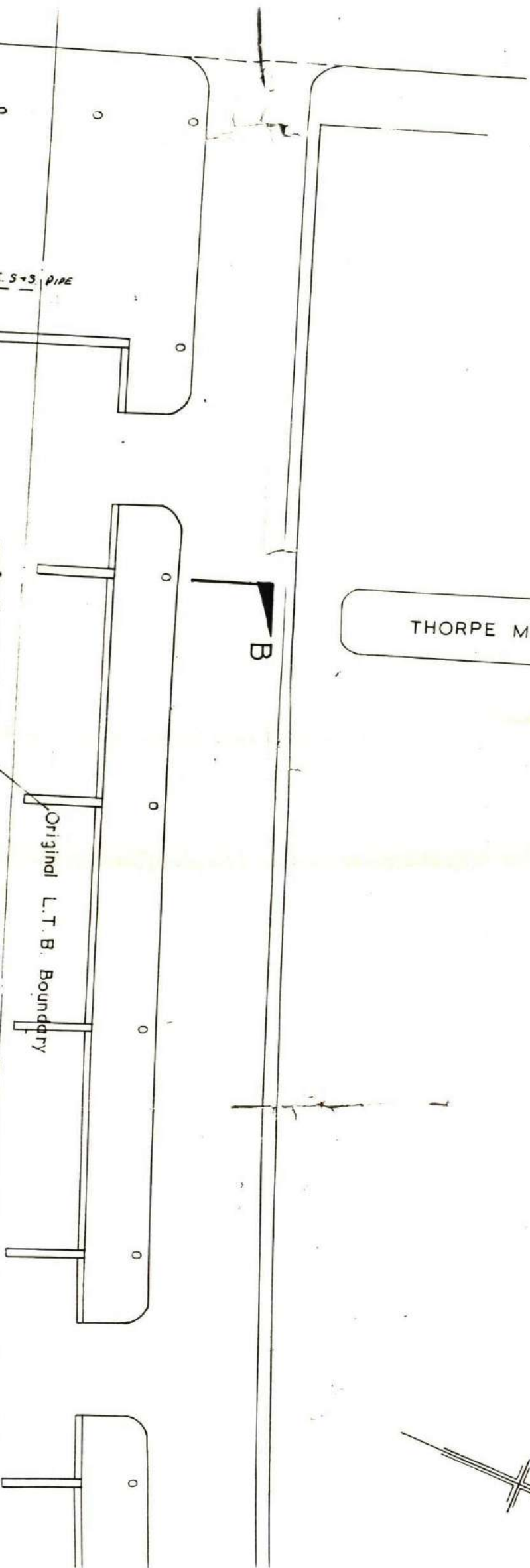
# ELEVATION

Scale- 20'-0" to 1"



THORPE MEWS

B



Original L.T.B. Boundary

New L.T.B. Boundary

CAR PARK

6" Dia. Poreus Pipe at back of retaining wall over whole length

Easement over Railway embankment

Signal c

EASTBOUND L.T.B. METR

B (SEE DRAWING No.S.27717)



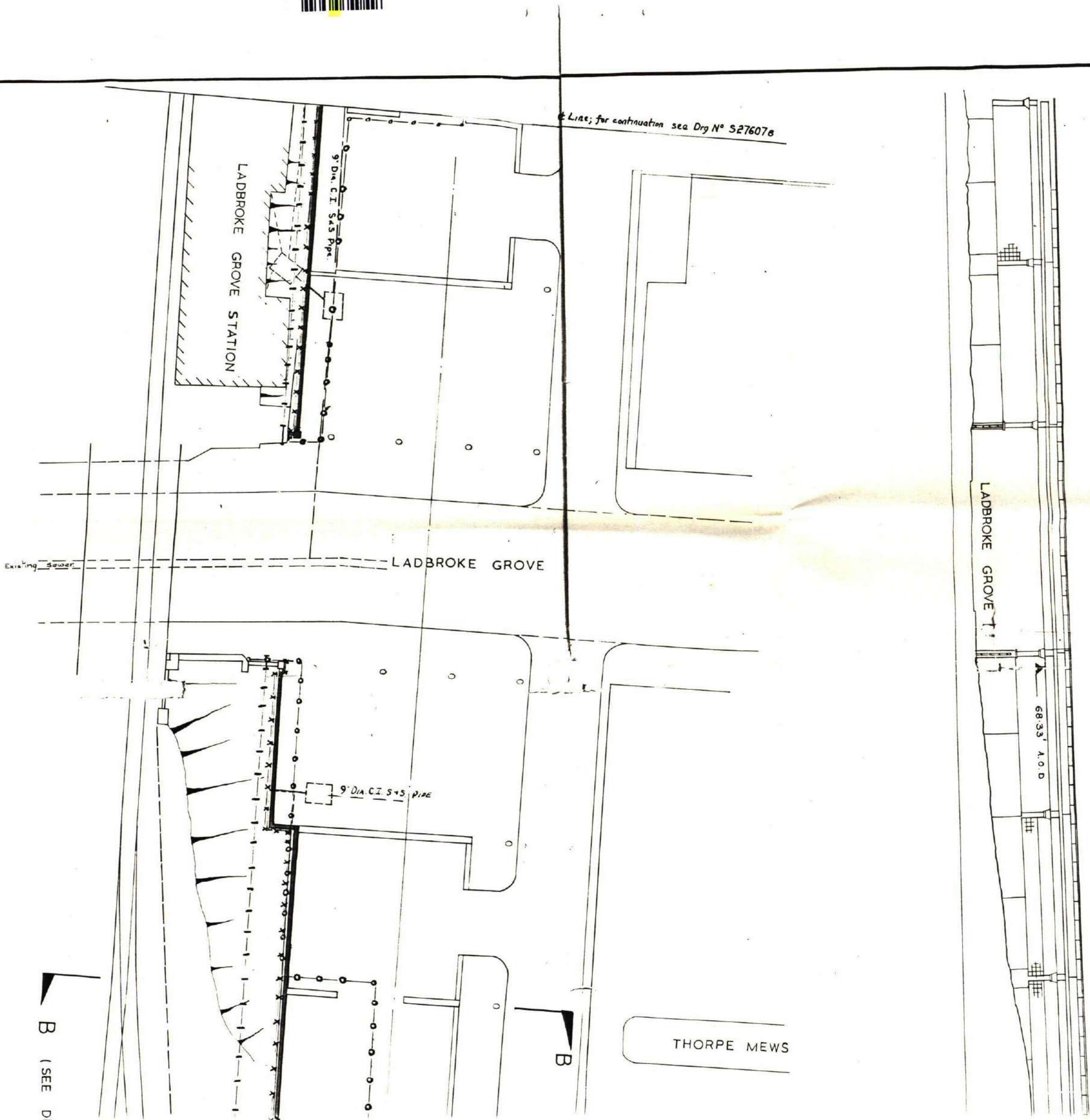
—PLAN—

Scale- 20'-0" to 1"



WESTERN AVENUE EXTENSION.— SECTION 4 SALE OF LAND & GRANT OF EASEN



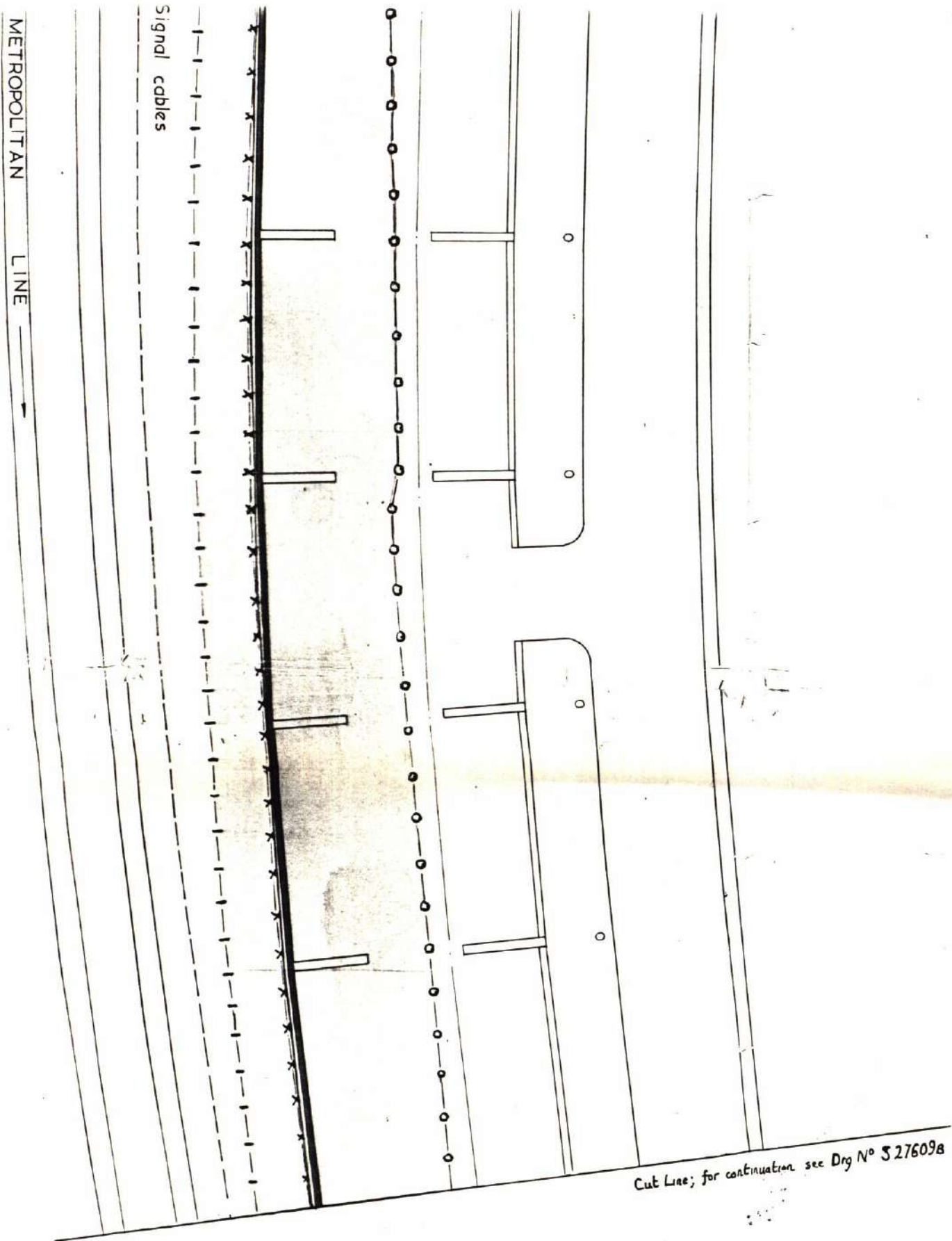
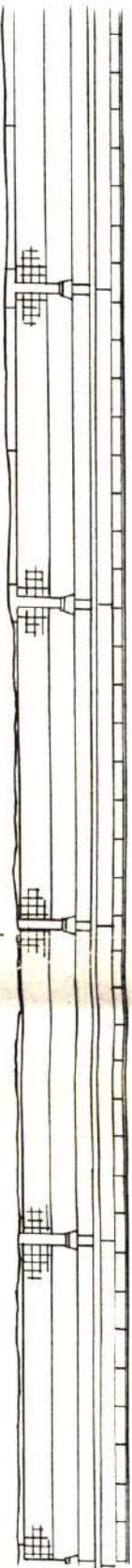


METROPOLITAN LINE - G.L.C. WESTERN AVENUE EXTENSION - SECTION  
LADBROKE GROVE  
Scale- 20'-0" to 1"



crossing bridge

left side view



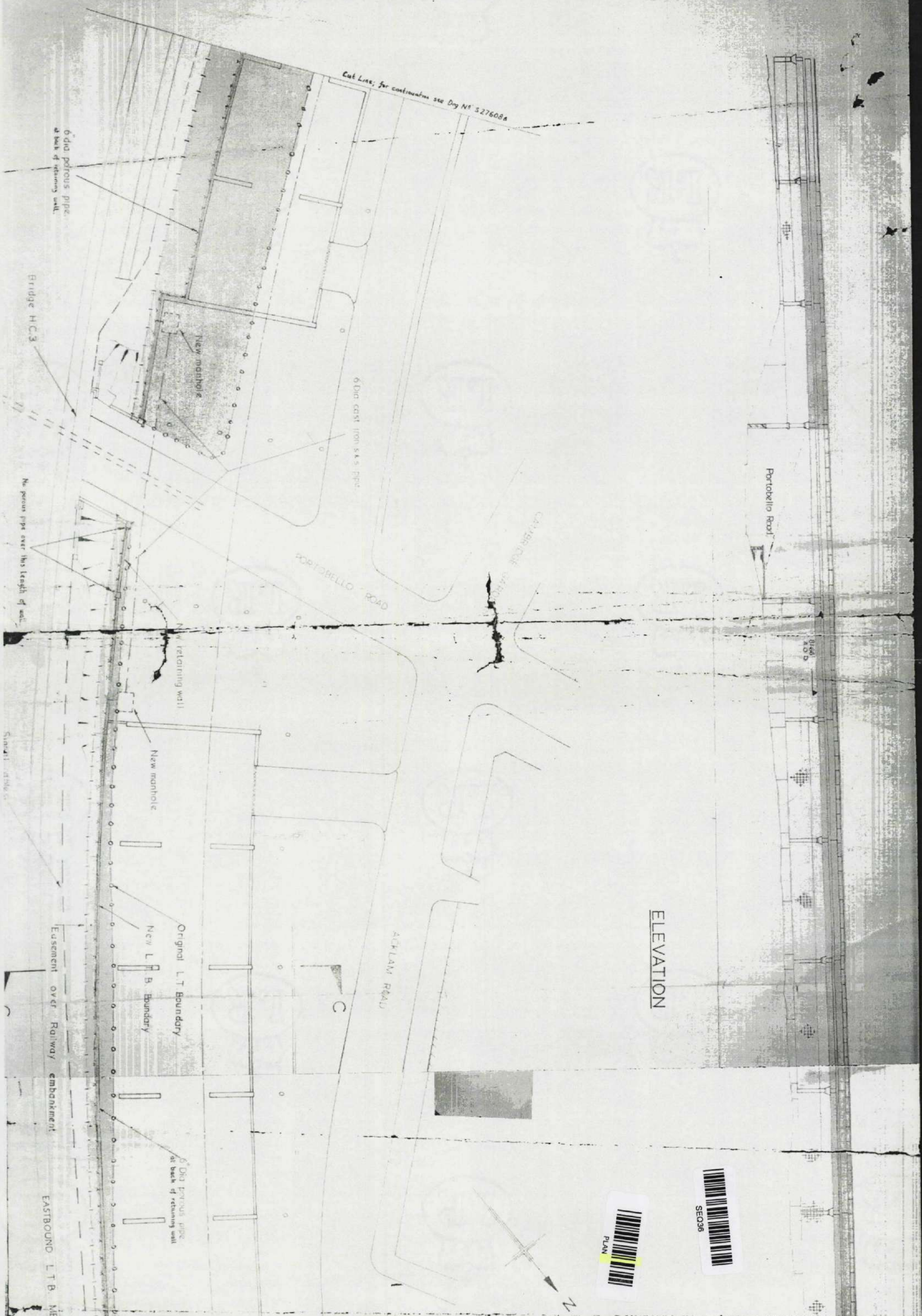
H.M. LAND REGISTRY  
TITLE No. N64196140  
PHOTOGRAPHIC COPY  
(Scale to dimension in scale)  
of PLAN to be submitted  
dated 3/5/1973

Legend.  
0 0 Existing Boundary  
X X Future Boundary  
1 1 Easement Boundary  
--- Drainage Easement

SEMENTS L.T.B./G.L.C.				date		drawn		ENC. Cabool		LONDON TRANSPORT BOARD	
				1.69		checked		A. S. K. K.		CHIEF CIVIL ENGINEERS DEPT.	
						approved				BRIDGES AND STRUCTURES	
						date		8/11/1969		DRAWING No. S27608	
										REVISION. 1/1	







ELEVATION





ELEVATION

REDUCED  
PHOTOGRAPHIC COPY

H.M. LAND REGISTRY  
TITLE No. AK 1981/20  
PHOTOGRAPHIC COPY  
(made to direction in scale)  
of PLAN to survey area.  
dated 3/8/1973

BEVINGTON ROAD

Cut Line.

ACKLAM ROAD

Original L.T. Boundary

New L.T.B. Boundary

Old porous pipe  
at back of retaining wall

Easement over Railway embankment

EASTBOUND L.T.B. METROPOLITAN LINE.

Boundary L.T.B./R.R.

To Fordington

Existing Boundary

