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Title Number AGL55655

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H M LAND REGISTRY

PLANNING  
PROCESSED  
15 MAR 1997  
FINANCE ACT 1991  
E

LAND REGISTRATION ACTS 1925 - 1988

Exempted from Stamp Duty  
by S. 55 Finance Act 1987

TRANSFER OF PART

COUNTY AND DISTRICT  
(or London Borough)

EALING

TITLE NUMBER

MX249133

PROPERTY

LAND AT SOUTH EAST JUNCTION OF  
GLENDUN ROAD AND WESTERN  
AVENUE

DATE

25<sup>th</sup> February

1997

1. DEFINITIONS

IN this Transfer:

- 1.1 "the Transferor" means THE COUNCIL OF THE LONDON BOROUGH OF EALING of Town Hall New Broadway Ealing London W5 2BY
- 1.2 "the Transferee" means the SECRETARY OF STATE FOR TRANSPORT of Great Minster House 76 Marsham Street London SW1P 4DR
- 1.3 "the Property" means the land shown coloured pink (unhatched) and marked Plot 47 on the plan attached hereto being part of the land comprised in the title mentioned above known as 1 - 18 Glendun Court Western Avenue London W3
- 1.4 "the Licence Land" means the land shown coloured green green hatched red and pink hatched green and marked Plots 47B 47A and 47X respectively on the attached plan
- 1.5 "the Licence Purposes" means:-

96-0689A.TRA  
20-2-96 H/27 Mar '96 mw  
RCS\acb And 19-11-96  
And/Eng 24-1-97 acb



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SEQ143

- (a) in respect of Plot 47A the construction of a footpath
- (b) in respect of Plot 47B the demolition of 1-18 Glendun Court, working space and temporary diversion of traffic
- (c) in respect of Plot 47X working space and construction of a new staircase

1.6 "the Price" means the sum of **THREE HUNDRED AND SIX THOUSAND POUNDS (£306,000)**

## 2. INTERPRETATION

2.1 **THE** headings in this Transfer are for reference purposes only and do not affect the construction or meaning of this Transfer

2.2 The singular includes the plural and vice versa

## 3. TRANSFER

*P1 1072*  
**IN** consideration of the Price now paid by the Transferee to the Transferor the receipt of which sum the Transferor hereby acknowledges the Transferor transfers the Property to the Transferee with full title guarantee TOGETHER WITH all such estate right title and interest of the Transferor in the soil of that part of Glendun Road forming part of Plot 47 as is shown coloured pink hatched black on the plan and Together With all such mines and minerals (if any) under the Property and the land coloured pink hatched black as belong to the Transferor

*P1 E90*  
*do not enter unless applied for*

## 4. MODIFICATION OF IMPLIED COVENANTS

*X*  
**THE** Transferor shall be liable under the covenant which is implied by Section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 for all financial mortgages or charges affecting the Property at the date of this Transfer notwithstanding that but for this Clause the Transferor would not be so liable by virtue of Section 6(2) of that Act

## 5. COMPENSATION

*X*  
**IT** is hereby agreed that the Price includes compensation for and together with the carrying out by the Transferee of the accommodation works hereinafter mentioned shall be deemed to be in full satisfaction of all claims by the Transferor on account of severance and depreciation of the adjoining property of the Transferor or otherwise howsoever arising by reason of the acquisition by the Transferee of the Property and the Licences and the use thereof for the carrying out of his functions BUT this does not affect any compensation to which the Transferor may become entitled pursuant to the provisions of Part IV of the Land Compensation Act 1961 (as inserted by Section 66 of and Schedule 14 to the Planning and Compensation Act 1961)

## 6. ACCOMMODATION WORKS

THE Transferee hereby covenants with the Transferor that if and so far as those works specified in the Schedule hereto have not already been carried out he will after he shall have commenced any operations of road construction or road improvement on the Property carry out to the reasonable satisfaction of the Transferor such works for the accommodation of the adjoining land of the Transferor which said works (other than temporary fencing) shall from the date hereof or from the date of the completion thereof whichever is the later form part of such adjoining land and the Transferee shall not thereafter be liable to maintain the same

At 11.11.96  
7. THE Transferor hereby grants to the Transferee Licence to enter upon the Licence Land together with his servants and agents and all necessary plant and equipment for the Licence Purposes JB

8. THE Transferor and the Transferee wish to record that the Accommodation Works and some of the Licence Works have been carried out by the Transferor for and on behalf of the Transferee but at the Transferees expense

## 9. BENEFIT OF DEED OF RELEASE

THE Transferor in so far as he is able so to do hereby assign to the Transferee the benefit of a Deed of Grant dated the 14th April 1950 made between Western Garages (Acton) Limited (1) and The Mayor Aldermen and Burgesses of the Borough of Acton (2) so far as the Property is capable of benefitting therefrom and so far as the same is still subsisting and capable of being enforced

## 10. HIGHWAYS FUNCTIONS

THE Transferee hereby certifies that this Transfer is made in connection with the performance of his functions under the Highways Act 1980

### THE SCHEDULE

#### Accommodation Works

1. **Plot 47X** Construction of a replacement access staircase to the remainder of Glendun Court
2. **Plot 47B** Regrade topsoil and seed
3. **Plot 47** Provide and erect on the new highway boundary between points marked A, B and C on the plan a new wall to match the existing pattern, such wall to be stepped to follow the gradient of the adjoining road and to vary in height from 2 metres at the eastern end to 0.6 metres at the western end. A gate is also to be provided at the eastern end at approximately the point marked C on the plan.

4. **Plot 47A** Provide and construct a 1.6 metre high wall between the points marked B, N, E on the plan and the construction of a dwarf wall 0.4 metres high between the points marked A and N.

JD

**THE COMMON SEAL** of the  
**COUNCIL OF THE LONDON**  
**BOROUGH OF EALING** was  
hereunto affixed in the  
presence of:-

)  
)  
)  
)  
)



Mayor

*Milati*

Proper Officer

*(Proper Officer)*

**THE CORPORATE SEAL** of the  
**SECRETARY OF STATE FOR**  
**TRANSPORT** hereunto affixed  
is authenticated by:-

)  
)  
)  
)

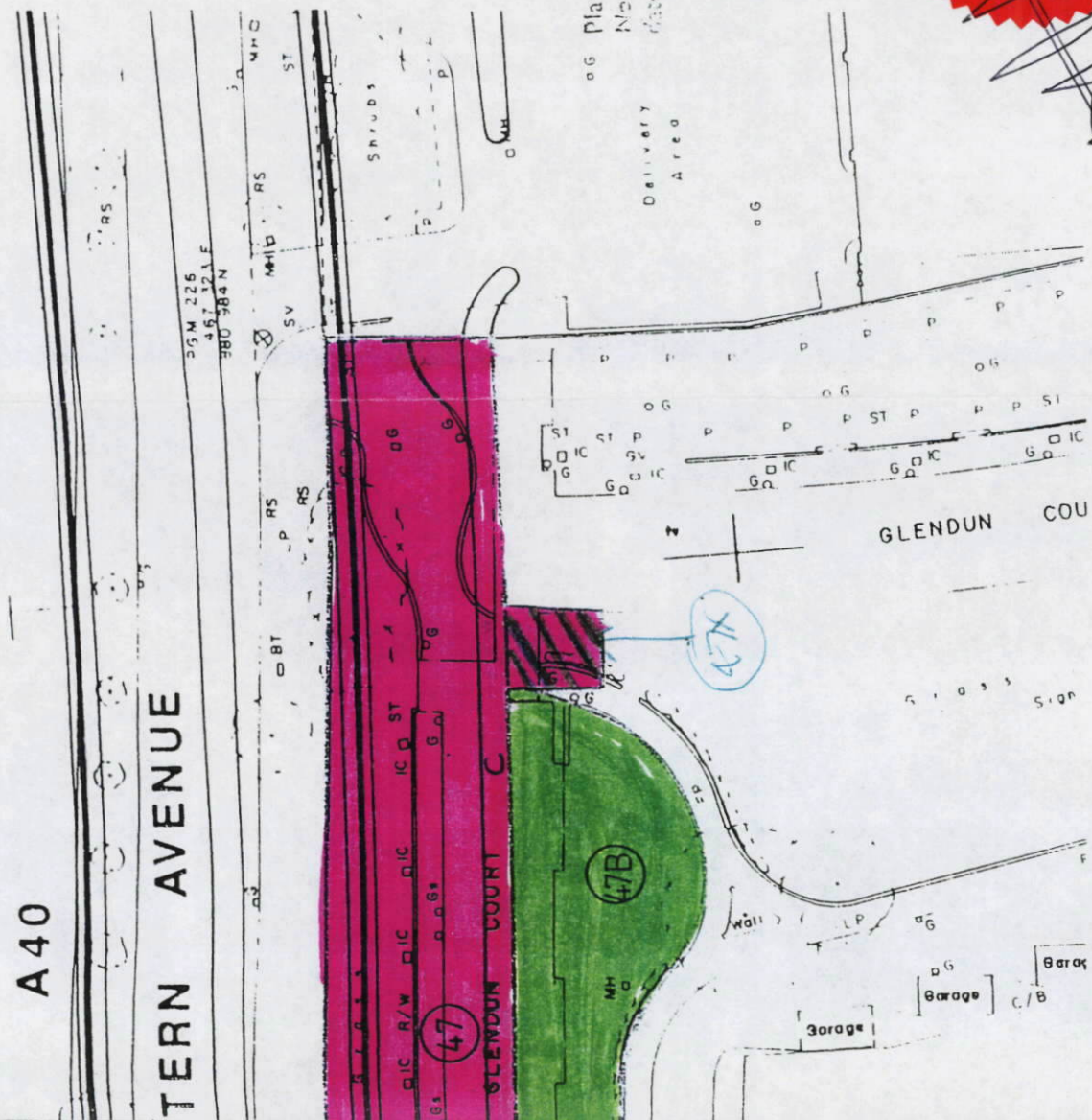
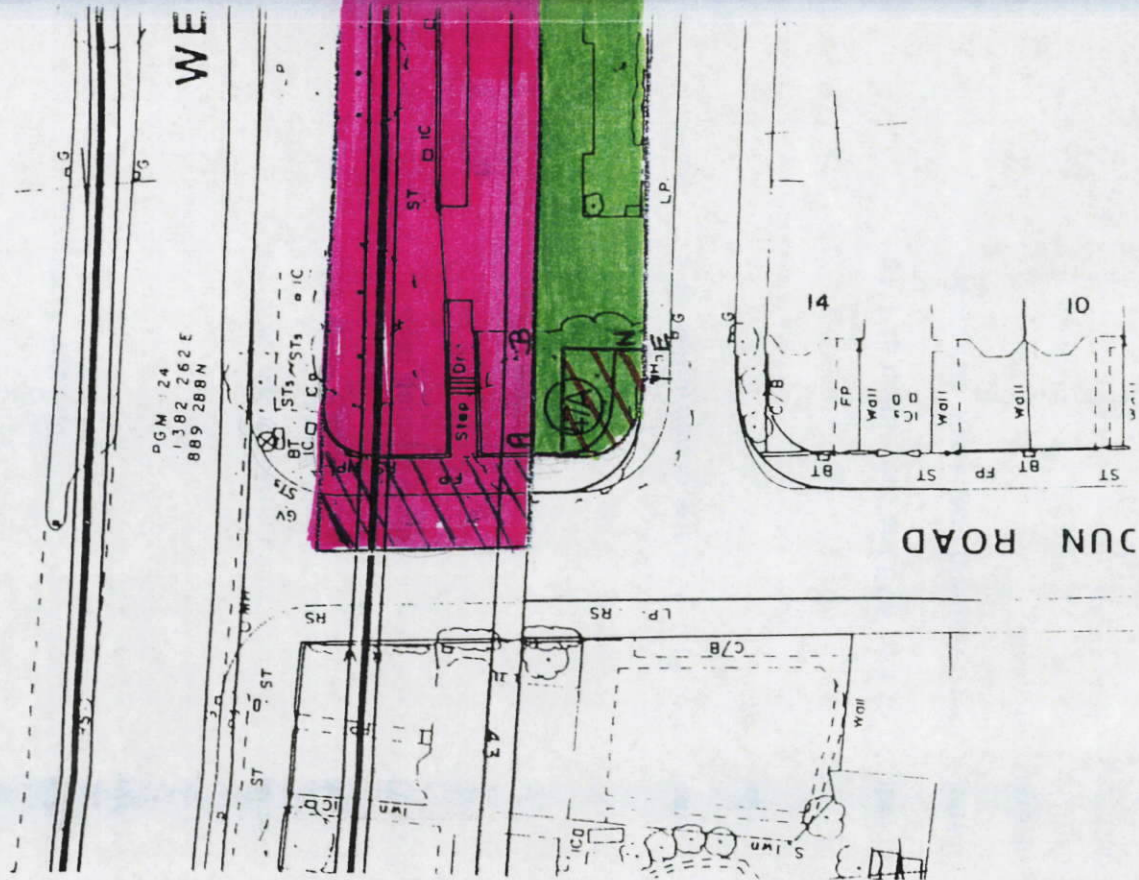


Authorised by the Secretary of State

*[Signature]*



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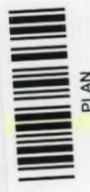
Plan attached to  
Notice to Survey  
dated 24/2/95

THE COMMON SEAL OF THE COUNCIL OF  
THE LONDON BOROUGH OF EALING was  
hereunto affixed in the presence of:

*Michael*  
Mayor

*(Signature)*  
Proper Officer

TC161



Plot No.	Address	Requirement	Owner	Area m2
47	1-18, Glendun Court, Western Avenue, W3	Title	Council of the London Borough of Ealing	( 1206 )
47A	1-18, Glendun Court, Western Avenue, W3	<del>Title</del> Licence	Ditto	32
47B	1-18, Glendun Court, Western Avenue, W3	Licence	Ditto	489
47X				( )

Cooper Macdonald CONSULTING ENGINEERS	A40 WESTERN CIRCUS JUNCTION IMPROVEMENT		Scale 1 : 500
			Drg. No. 5507/LI/47/1