

DATED 13 January 2022

REPORT ON TITLE

SITE 2 IVY ROAD ENFIELD N14 4LP

CONTENTS

CLAUSE

1. Interpretation.....	2
2. Scope of the review and limitation of liability	2
3. Executive summary.....	3
4. The Property	4
5. Matters benefitting the Property title number NGL464716.....	4
6. Matters burdening the Property title number NGL464716	8
7. Index Map search.....	14
8. Local land charges search	14
9. Local authority search	14
10. Drainage and water enquiries.....	15
11. Environmental search result.....	15
12. Chancel repair search	16
13. Conclusion	16

Appendices

1. Plan of the Property
2. Official copy register title and title plan for NGL464716
3. Revised Estate Plan
4. Transfer dated 15 October 2004
5. Lease dated 10 October 1988 of 17 Dene House
6. Lease dated 30 March 1998 of 12 Manesty Court
7. Deed dated 18 April 1997
8. Indenture dated 16 May 1854
9. Index Map search
10. Local authority search
11. Drainage and water enquiries
12. Environmental search
13. Chancel repair search

1. Interpretation

The following terms are used in this report:

Benefits: any right, easement, restriction, stipulation, restrictive covenant, mining or mineral right, franchise or other interest that benefits the Property;

Council: The Mayor and Burgesses of the London Borough of Enfield;

Incumbrances: any right, easement, restriction, stipulation, restrictive covenant, mining or mineral right, franchise or other interest to which the Property is subject;

Property: 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 Inderjeet Nijhar, the Council's Development Manager in Housing and Regeneration, in connection with the Council's Small Build programme and GLA funding agreement 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 our searches attached. As an industry standard most buyers/developers rely on a search obtained within three months of exchange of contracts. A prospective buyer/developer will therefore need to obtain new searches and relevant up to date official copy register entries at the time of their due diligence investigations.
- 2.4 We have not inspected the Property and are unable to advise on the physical condition of the Property. We would advise you to arrange for a survey of the Property to be carried out, if this has not already been arranged. A survey should identify any physical defects in the Property and may warn of potential defects.
- 2.5 We have made no enquiries as to whether there are any actual occupiers of the Property.
- 2.6 We express no opinion on the commerciality of the transaction. We are unable to advise on the value of the Property. We recommend that you have the Property professionally valued. You should ensure that the valuer is aware of the matters mentioned in this report, as they may affect the value.
- 2.7 The Property falls within the freehold title number NGL464716. According to the index map search the Property is not subject to any registered leases. The Property may be subject to unregistered interests, so a site inspection is advisable.
- 2.8 We have not considered within this report:

(i) the restrictive covenants contained in the conveyance dated 25 November 1885 between William Tebb and Edmond John Barnard Hall which affects the land edged and numbered 2 in blue on the title plan, as this piece of land does not fall within the boundaries of the Property;

(ii) the restrictive covenants contained in the conveyance dated 17 January 1899 between William Tebb and Frederick Moore Lee which affects the land edged and numbered 7 in blue on the title plan, as this piece of land does not fall within the boundaries of the Property;

(iii) The land edged and numbered 8 in blue on the title plan is subject to such restrictive covenants as may have been imposed before 20 September 1965 and are still subsisting and capable of being enforced. The Property is not subject to such restrictive covenants because the land edged and numbered 8 in blue on the title plan does not fall within the boundaries of the Property.

2.9 We have only considered two of the leases, namely 12 Manesty Court and 17 Dene House listed in the schedule of notices of leases in the freehold title number NGL464716. We have assumed for the purposes of this report, that as the other leases registered against this title number are right to buy leases they will have been granted on similar terms.

3. Executive summary

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

3.1 The Property is subject to the restrictive covenants set out in:

- a conveyance of the land edged and numbered 5 in blue on the title plan and other land dated 7 November 1884 between William Tebb and James John Castle Bye but neither the original deed nor a certified copy or examined abstract of it was produced on first registration of title;
- a conveyance of the land edged and numbered 3 in blue on the title plan and other land dated 7 November 1884 between William Tebb and James John Castle set out in in the schedule of restrictive covenants;
- a conveyance of the land edged and numbered 1,2 and 3 in blue on the title plan dated 16 May 1854 in favour of Sarah Cooper but neither the original conveyance nor a certified copy or examined abstract was produced on first registration;
- A deed affecting the land edged and numbered 4 and 5 in blue on the title plan dated 16 May 1854 between (1) Several Persons and (2) Arthur Gurney.

The Council has put in place restrictive covenant indemnity insurance to cover against the risk of any breaches of these covenants.

- 3.2 In paragraph 7 of the Third schedule of each of the 32 leases set out in the schedule of notices of leases of the freehold title number NGL464716 the Council has reserved a right to divert, substitute, stop-up, close or otherwise alter any of the estate roads, driveways, vehicular accesways or footways or landscaped areas over which rights of way and enjoyment respectively have been granted to the tenants. In some of these leases this right has been reserved provided that no exercise of such right shall prevent or restrict the enjoyment by the tenant of the use of any premises, facility or services which the tenant enjoyed in common with others as tenant of the flat, immediately before the grant of the lease.
- 3.3 The Council has exercised its right referred to in clause 3.2 and sent out notices to the leaseholders of these flats and their respective mortgagees enclosing a revised Estate plan showing the Estate edged in green excluding the Property. Please see the revised Estate plan attached at appendix 3. The definition of Estate in each of these leases has therefore been varied to exclude the Property over which rights of way and to use any landscaped areas had previously been granted.

4. The Property

- 4.1 The Property comprises part of the parcel of freehold land and buildings known as land at Chase Road, London registered with title absolute under freehold title number NGL464716. Absolute title is the best class of title available.
- 4.2 If your title to the Property is freehold, it means that you own the Property outright in perpetuity
- 4.3 The registered owner of the Property is The Mayor and Burgesses of the London Borough of Enfield, Civic Centre, Silver Street, Enfield, Middlesex EN1 3XA.
- 4.4 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. The Property should be inspected to ensure there are no discrepancies between the plan and the site inspection.

5. Matters benefitting the Property

The land registered under title number NGL464716 enjoys the following Benefits:

- 5.1 The land edged in green and numbered AGL136127 on the title plan is in respect of a Transfer dated 15 October 2004 made between (1) The Mayor and Burgesses of the

London Borough of Enfield and (2) Socrates Constantinou and Michele Anne Constantinou. In this transfer the following rights are reserved:

- The right of passage and running of water, sewage, gas, electricity, television and telephone services and wires for the receipt of cable transmissions by and through the channels, drains, pipes, sewers, wires and cables in and over the property;
- The right for the Council and their agents or contractors at all reasonable times to enter upon the property with or without workmen for the purpose of inspecting, repairing, cleansing, renewing, altering or enlarging the said channels, drains, pipes and sewers, wires and cables (including manholes) and communal television aerial (if any) or for carrying out repairs or works to the rear accessway (if any) or to the adjoining property (if any) of the Council and making good any damage caused but without paying any compensation for any temporary disturbance;
- All other existing easements and rights over or in relation to the property (if any) now enjoyed with adjoining land and premises of the Council.

5.2 The rights reserved in the lease of 12 Manesty Court are as follows:

- The right to subjacent and lateral support and protection from the elements from the flat for the other parts of the block;
- To the extent that the same are available, the free running of soil, gas or other piped fuel, heat and ventilation smoke or fumes over, through and along all sewers, drains, watercourses or pipes or other installations for such free running, drainage, disposal or supply, together with the right to the use or maintenance of cables in other installations for the telephone or for the receipt directly or by landline of visual or other wireless transmissions in, on or under the flat to and from such adjoining or neighbouring land or premises (whether the same are owned by the Council or not).
- The right for the Council for itself and on behalf of the owners, lessees, or occupiers of the said adjoining or neighbouring land or premises and for statutory undertakers at all reasonable times with or without workmen, plant and materials to enter on the flat or any part thereof for the purposes of:
 - (i) inspecting, repairing, cleansing, maintaining and servicing the said sewers, drains, watercourses, pipes, cables and apparatus windows or external doors including any garchey security-comm heating appliances and communal TV aerial outlet included with the flat;

- (ii) carrying out any repairs, renewals or maintenance to the said adjoining or neighbouring land or premises (including window cleaning) as may be necessary from time to time subject to the Council statutory undertakers or other authorised persons giving (except in the case of emergency) reasonable prior notice of their intention to enter upon the flat to the lessee and making good all damage caused by such entry except insofar as such entry may be necessitated by any default of the lessee;
- The right for the Council to agree with any adjoining or adjacent owner or occupiers variations in the boundaries of the block and/or the Estate (but not the flat) and to make any such variations provided that no exercise of this right shall be such as to prevent or restrict the enjoyment by the lessee of the use of any premises facility or services which the lessee enjoyed in common with others as tenant of the flat immediately before the grant of this lease. The Estate is defined as the area shown edged in green on the Revised Estate Plan attached at appendix 3. The Property is not included in the Estate;
 - The right for the Council to substitute, redirect or otherwise alter the said sewers, drains, watercourses, pipes, wires, cables and apparatus through and along which the lessee is hereinbefore given rights, subject to the Council making good all damage thereby caused, provided that no exercise of this right shall be such as to prevent or restrict the enjoyment by the lessee of the use of any premises facility or services which the lessee enjoyed in common with others as tenant of the flat immediately before the grant of this lease;
 - The right for the Council to divert, substitute, stop up, close or otherwise alter any of the estate roads, driveways, vehicular accessways or footways or landscaped areas referred to in the rights granted in this lease, provided that no exercise of this right shall be such as to prevent or restrict the enjoyment by the lessee of the use of any premises facility or services which the lessee enjoyed in common with others as tenant of the flat immediately before the grant of this lease;
 - The right for the Council (subject to the Council making good all damage caused thereby) and statutory undertakers to connect to any existing or future sewers, drains, pipes, wires, cables and apparatus now passing or prior to the expiry of this lease to pass in, on, or under the flat and after such connections to use the said sewers, drains, watercourses, pipes, wires, cables and apparatus for the free running of water, soil, gas, electricity, heating ventilation and TV and radio signals from, or to the said adjoining or neighbouring land or premises together also with the right to enter upon the flat in relation to such connections;

- All such other rights or easements and quasi easements in respect of the flat as now belong to or are enjoyed or intended to be enjoyed by any other part of the block or of the Estate or any part of the adjoining or neighbouring land.

5.3 The rights reserved in the lease of 17 Dene House are as follows:

- The right to subjacent and lateral support and protection from the elements from the flat for the other parts of the block;
- To the extent that the same are available, the free running of water, soil, gas or other piped fuel, heat and ventilation, smoke or fumes over, through and along all sewers, drains watercourses or pipes or other installations for such free running, drainage, disposal or supply, together with the right to the use or maintenance of cables in other installations for the telephone or for the receipt directly or by landline of visual or other wireless transmissions in, on or under the flat to and from such adjoining or neighbouring land or premises (whether the same or owned by the Council or not).
- The right for the Council for itself and on behalf of the owners, lessees, or occupiers of the said adjoining or neighbouring land or premises and for statutory undertakers at all reasonable times with or without workmen, plant and materials to enter on the flat or any part thereof for the purposes of:
 - (i) inspecting, repairing, cleansing, maintaining and servicing the said sewers, drains, watercourses, pipes, cables and apparatus including the garchey security-comm heating appliances and ventilation system and communal TV, aerial outlet or the windows or external doors;
 - (ii) carrying out any repairs, renewals or maintenance to the said adjoining or neighbouring land or premises (including window cleaning) as may be necessary from time to time.

Subject to the Council statutory undertakers or other authorised persons giving (except in the case of emergency) reasonable prior notice of their intention to enter upon the flat to the lessee and making good all damage caused by such entry except insofar as such entry may be necessitated by any default of the lessee;

- The right for the Council to agree with any adjoining or adjacent owner or occupiers variations in the boundaries of the block and/or the Estate (but not the flat) and to make any such variations. The Estate defined in the lease is shown edged in green on the Revised Estate Plan attached at appendix 3. The Property is not included in the Estate;
- The right for the Council to substitute, redirect or otherwise alter the said sewers, drains, watercourses, pipes, wires, cables and apparatus through and along which the lessee is

hereinbefore been given, subject to the Council making good all damage thereby caused;

- The right for the Council to divert, substitute, stop up, close or otherwise alter any of the estate roads, driveways, vehicular accessways or footways or landscaped areas referred to in the rights granted in this lease;
- The right for the Council (subject to the Council making good all damage caused thereby) and statutory undertakers to connect to any existing or future sewers, drains, pipes, wires, cables and apparatus now passing or prior to the expiry of this lease to pass in, on, or under the flat and after such connections to use the said sewers, drains, watercourses, pipes, wires, cables and apparatus for the free running of water, soil, gas, electricity, heating ventilation and TV and radio signals from, or to the said adjoining or neighbouring land or premises together also with the right to enter upon the flat in relation to such connections;
- All such other rights or easements and quasi easements in respect of the flat as now belong to or are enjoyed or intended to be enjoyed by any other part of the block or of the Estate or any part of the adjoining or neighbouring land.

6. Matters burdening the Property

The land registered under freehold title number NGL464716 is subject to the following Incumbrances:

- 6.1 The land edged and numbered AGL136127 in green on the title plan and other land has the benefit of the rights granted in a transfer dated 15 October 2004 made between (1) The Mayor and Burgesses of the London Borough of Enfield and (2) Socrates Constantinou and Michele Anne Constantinou as follows:
- the right of passage and running of water, sewage, gas, electricity, television and telephone services and wires for the receipt of cable transmissions (in common with the Council and all persons entitled thereto) by and through the channels, drains, pipes, sewers, wires and cables in, on, over or under the neighbouring land of the Council or their successors in title and to the emission of smoke or fumes from the property insofar as the Council had previously reserved to itself similar rights out of the transfers or leases of such neighbouring land but only insofar as the property had the benefit of such easements and rights immediately prior to the date of this deed the Transferee paying a proper proportion of the cost of maintaining and repairing, cleansing and renewing the same;

- All such rights of light or air to the property insofar as any such rights are currently enjoyed with the property.
- 6.2 A conveyance of the land edged and numbered 1,2 and 3 in blue on the title plan dated 16 May 1854 in favour of Sarah Cooper contains restrictive covenants but neither the original conveyance nor a certified copy or examined abstract thereof was produced on first registration. The land edged in blue and numbered 3 partly falls within the boundaries of the Property.
- 6.3 A conveyance of the land edged and numbered 3 in blue on the title plan and other land dated 7 November 1884 between William Tebb and James John Castle Bye contains the following restrictive covenants:
- Not to erect or cause or suffer to be erected any erection or building between the building line shown on the plan and said frontages except fences;
 - Not to erect on one or more of the said plots any house of less value than £140.00
- 6.4 The Indenture dated 16 May 1854 between (1) Several Persons and (2) Arthur Gurney contains restrictive covenants affecting the land edged and numbered 4 and 5 in blue on the title plan. The land edged in blue and numbered 5 falls partly within the boundaries of the Property. The official copy Indenture obtained from the land registry does not contain a plan. The Several Persons, heirs, executors, administrators and assigns covenant to:
- At their own cost within 3 years from 16 May 1854 to erect or cause to be erected on and along the side or several sides distinguished on the plan by a letter "T" of their said several lots purchased, a proper and substantial fence to be approved by Arthur Gurney his heirs or assigns and shall repair and maintain such fences at their own cost.
 - During the 42 year period from 16 May 1854 they will not:
 - (i) erect or suffer to be erected on any part of the lots of land numbered 38 to 189 both inclusive and 246 to 347 both inclusive any house or building other than a detached or semi-detached house or building (including any outhouses or offices to be erected after and appurtenant to the dwelling house or other principal building to be erected on the lot or lots respectively;
 - (ii) erect or suffer to be erected on any of the lots of land numbered on the plan from 1-32-38 to 189-246 to 347 and 190-243 (all inclusive) any house or other building

whatsoever except outhouses and offices to be erected after and appurtenant to the dwelling houses or other principal buildings to be erected on such lots;

(iii) no house or building erected on any part of the lots numbered 1-32 (inclusive) shall cost less than £250 in materials and labour;

(iv) no house or building to be erected on any part of the lots numbered 38 to 189 inclusive and 246-347 inclusive shall cost less than £300 in labour and materials. If the building shall be a detached house or building the cost shall not be less than £250;

(v) No detached house or building erected on lots 190-243 inclusive shall cost less than £180 in materials and labour. A semi-detached house or building built on these plots shall not cost less than £150 in labour and materials or £140 if the same shall be built as a continuous row of houses or buildings.

- During the 42-year period from 16 May 1854 they will:

(i) not erect or suffer to be erected on any of the said lots any houses or other building except according to a map or plan showing the intended elevation thereof and previously submitted to and approved in writing by Arthur Gurney his heirs or assigns or their surveyor;

(ii) each and every building (other than a building erected as a shop on any of the lots upon which shops are authorised to be erected) shall be of an elevation of a ground floor and first floor at least;

(iii) Not to erect or suffer to be erected on any part of the lot or lots purchased by them any building whatsoever nearer to the frontage or respective frontages of such lot or lots respectively (as indicated by the line coloured yellow drawn along such lot or lots upon the said plan) nearer than the following:

(a) any building or buildings erected on any of the same lots as a shop or shops upon any of the lots which shops are hereby authorised to be erected, shall be not nearer than 10 feet to the said frontage;

(b) any building or buildings erected on any of the same lots otherwise than for a shop or shops and any building or building erected on any of the other lots the same shall not be nearer than 20 feet to the said frontage;

(c) no building higher than 12 feet except any building erected as a dwelling house shall be erected on any of the said lots at a greater distance than 60 feet from the

frontage or respective frontages thereof as indicated without the consent in writing of Arthur Gurney his heirs or assigns;

(iv) no dwelling house, shop, factory or other building shall be erected on any of the lots coloured green without the prior written consent in writing of Arthur Gurney his heirs or assigns;

(v) Not to carry on or permit to be carried on the trade or business of a hotel keeper, licenced victualler or alehouse keeper or sell or permit to be sold on or upon their said lots any beer, wine or liquors by retail;

- (vi) the several covenanting parties other than the buyers of lots numbered 1-32 inclusive and 234 to 243 inclusive on the plan shall not erect or permit to be erected upon their respective lots any building or buildings for a shop or shops or carry on any trade or business or businesses whatsoever. Shops may be erected, and trades and businesses maybe carried out upon lots numbered 1-32 inclusive and lots numbered 234-243 inclusive except for the trade or business of a hotel keeper, licensed victualler, or alehouse keeper or the sale of beer, wine or liquor;

(vii) not to carry on or permit to be carried upon the lots any trade, business, manufacture or deposit which shall be noisy, noxious, dangerous or offensive to the neighbourhood or to the owners or occupiers of any of the other lots.

- The several persons, heirs and assigns covenant hereafter to pay a due and rateable proportion of the expense of maintaining and repairing the road or roads or footpath or footpaths now made or to be made upon which his or her lots respectively abuts or abut, such proportion to be ascertained or calculated according to the length or extent of the frontages of his or her or their lot or lots. To also pay hereafter a due and rateable proportion calculated in the same manner of repairing and maintaining any sewer or sewers, surface drains or drains made or to be made along the said roads respectively or any part thereof.

6.5 A conveyance of the land edged and numbered 5 in blue on the title plan and other land dated 7 November 1884 between William Tebb and James John Castle Bye contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration. The land edged in blue and numbered 5 on the title plan partly falls within the boundaries of the Property.

6.6 In the Deed dated 18 April 1997 between Mayor and Burgesses of the London Borough of Enfield and Margaret Kathleen Karn the Council grants a right of way by vehicle to the owner of the property 34 Ivy Road (shown edged in blue on the plan), over the land edged in red on the plan. The land edged in red does not fall within the boundaries of the Property.

6.7 There are 32 leases registered against the freehold title number NGL464716 as set out in the schedule of notices of leases.

6.8 The following rights are granted to the lessee in the lease of 12 Manesty Court:

- A right of way on foot only at all times and for all purposes connected with the enjoyment of the flat (in common with the Council and all persons authorised by them) over the entrances, halls, stairways, lifts and landings of the block leading to the flat and over the estate roads, accessways and footways from time to time forming part of the Estate (shown edged green on the Revised Estate Plan at appendix 3 of this report) existing or to be constructed over the Estate subject to the rights reserved by the Council;
- A right of way (in common with the Council and all persons authorised by them) at all times for all purposes with or without vehicles over and along the estate roads, vehicular accessways and driveways now existing or to be constructed over the Estate subject to the rights reserved by the Council;
- To the extent that the same are available the right of passage of water, soil, gas or other piped fuel, heat, ventilation, smoke or fumes over through and along all sewers, drains, watercourses, or pipes or other installations for such free running, drainage, disposal or supply. The right to the use or maintenance of cables or other installation for the supply of electricity, the telephone or for the receipt directly or by landline of visual or other wireless transmissions in, on or under the adjoining or neighbouring land or premises (whether or not the same shall be owned by the Council) to and from the flat but subject to the rights reserved by the Council;
- the right to support and shelter and protection from the elements for the flat from other parts of the block and from the foundations and roof;
- The right to connect to the communal TV and radio aerial if any serving the block through the authorised socket provided for that purpose subject to the tenant paying the relevant charge;
- the right to enjoy the amenity of any landscaped areas on the Estate subject to the rights reserved by the Council;
- the right (in common with the Council and all persons authorised by them) to use any paladin bins as are from time to time provided for use by the occupiers of the block;
- The right (in common with the Council and all persons authorised by them) to use such communal drying areas adjacent to the block as are from time to time

provided by the Council for the drying of domestic laundry in accordance with the regulations;

- All such rights of light and air to the flat insofar as any such rights are currently enjoyed by the flat;
- The right together with other lessees, tenants and occupiers of the Estate to park a private motor vehicle in such authorised parking places as may from time to time be provided by the Council on the Estate.

6.9 The following rights are granted to the lessee in the lease of 17 Dene House:

- A right of way on foot only at all times and for all purposes connected with the enjoyment of the flat (in common with the Council and all persons authorised by them) over the entrances, halls, stairways, lifts and landings of the block leading to the flat and over the estate roads, accessways and footways from time to time forming part of the Estate shown edged green on the Revised Estate Plan attached at appendix 3, now existing or to be constructed over the Estate subject to the rights reserved by the Council;
- A right of way (in common with the Council and all persons authorised by them) at all times for all purposes with or without vehicles over and along the estate roads, vehicular accessways and driveways now existing or to be constructed over the Estate subject to the rights reserved by the Council;
- To the extent that the same are available the right of passage of water, soil, gas or other piped fuel, heat, ventilation, smoke or fumes over through and along all sewers, drains, watercourses, or pipes or other installations for such free running, drainage, disposal or supply. The right to the use or maintenance of cables or other installation for the telephone or for the receipt directly or by landline of visual or other wireless transmissions in, on or under the adjoining or neighbouring land or premises (whether or not the same shall be owned by the Council) to and from the flat but subject to the rights reserved by the Council;
- the right to support and shelter and protection from the elements for the flat from other parts of the block and from the foundations and roof;
- The right to connect to the communal TV and radio aerial if any serving the block through the authorised socket provided for that purpose subject to the tenant paying the relevant charge;
- the right to enjoy the amenity of any landscaped areas on the Estate subject to the rights reserved by the Council;

- the right (in common with the Council and all persons authorised by them) to use any paladin bins as are from time to time provided for use by the occupiers of the block;
- The right (in common with the Council and all persons authorised by them) to use such communal drying areas adjacent to the block as are from time to time provided by the Council for the drying of domestic laundry in accordance with the regulations;
- All such rights of light and air to the flat insofar as any such rights are currently enjoyed by the flat.

7. Index map search

The result of our index map search dated 26 August 2021 confirms that the Property is registered under the title number stated in clause 4.1 of this report.

8. 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 Searches UK on 10 May 2021. The result of the search revealed that the following local land charges are registered against the Property:

- There is a restriction on the local land charges register registered on 16 February 2018 concerning permitted development borough wide relating to houses in multiple occupation;
- The Property is located within a smoke control area which was declared as such from 5 May 2021 pursuant to a smoke control order under the Clean Air Act 1956.

9. Local authority search

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. A local authority search only reveals matters that affect the property being searched against. It will not disclose matters that affect neighbouring properties.

The local authority search was provided by Searches UK on 10 May 2021. The result of the search revealed the following information:

- Ivy Road is a highway maintainable at public expense. Other access ways, servicing the property are not maintainable at public expense;
- The Property was affected by a minor road widening or improvement of Chase Road and Linden Way;
- There is a proposal for Crossrail 2 within the Local Authority's boundary;
- The Property is not situated within a conservation area;
- The Property is not subject to a tree preservation order;
- Enfield Council formally adopted the CIL Charging Schedule on the 23rd March 2016 and the Enfield CIL takes effect on the 1st April 2016;
- The Property is not located in a radon gas affected area.

10. Drainage and water enquiries

The replies to drainage and water enquiries show whether a property is connected to the mains water supply and mains drainage. The replies may also show the location of public sewers within the boundary of a property and other such matters that may restrict development.

Replies to the drainage and water enquiries were provided by Thames Water Property Searches on 21 October 2020. The replies did not show any entries that adversely affect the Property however as this is a plot of land limited information was available.

11. Environmental search

The environmental search provided by Landmark Information dated 15 April 2021 revealed:

- The level of risk associated with the information assessed in the report is:
- (1) unlikely to have an adverse effect on the value of the property; and
- (2) is not such that the property would be designated "contaminated land" within the meaning of Part 2A of the Environmental Protection Act 1990.
- A screening of potential flood risks has identified an elevated risk of flooding. Landmark information have recommended the purchase of a Flood Solutions Commercial report in order to better understand the potential risk to the Property;

- Landmark information have not identified any Energy & Infrastructure projects at or near to the Property;
- The Property is not considered to be within a radon affected area;
- No environmental constraints have been identified within 250 metres of the Property.

12. Chancel Repair search

A chancel repair search shows whether the owner of a property may be liable to contribute towards the cost of repairs to the chancel of a parish church.

The chancel repair search was provided by ChancelCheck on 28 September 2020. The result of the search confirms that the Property is within the historical boundary of a parish which continues to have a potential chancel repair liability. The Council has put in place chancel repair indemnity insurance to cover this risk.

13. Conclusion

Based on our investigation of the title and subject to the matters referred to in this report, we are of the opinion that the Council has a good and marketable title to the Property.

London Borough of Enfield Legal Services

Dated 13 January 2022