REPORT ON TITLE

to

Garages Adjacent 86, Beech Avenue, Brentford, TW8 8NH

for

London Borough of Hounslow



Devonshires solicitors

30 Finsbury Circus
London
EC2M 7DT
Ref: OG/LBH2.65

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Enclosures

The list of enclosures is at the end of the Report.

1. INTRODUCTION, CONFIRMATION AND SIGNATURE

1.1 This Report has been prepared by Oliver Grech (direct dial: 020 7880 4449).

1.2 We have prepared this Report for the London Borough of Hounslow in connection with their review of the property known as the land and garages adjacent to 86 Beech Avenue, Brentford, TW8 8NH. It may only be relied on by that organisation for that purpose.

1.3 It is important that You read this Report. If anything is unclear, or if You have any questions, please contact us straight away.

1.4 **Based on our investigation of the title and the information provided to us, We are of the opinion that the title to the Property is good and marketable, subject to the matters referred to in this Report.**

.....

Signed by a Partner of Devonshires Solicitors LLP

8 October 2019

.....

Dated

2. DEFINITIONS

2.1 In this Report We use a number of words to mean very particular things

(a) **1961 Lease** means the lease dated 27th November 1961 of an electricity substation made between The Mayor Aldermen and Burgesses of the Borough of Brentford and Chiswick and (2) The Southern Electricity Board attached at **Appendix 4**.

(b) **1963 Lease** means the lease dated 14th March 1963 of an electricity substation made between The Mayor Aldermen and Burgesses of the Borough of Brentford and Chiswick and (2) The Southern Electricity Board attached at **Appendix 5**.

(c) **1991 Lease** means the lease dated 8th April 1991 of 31 Hazel Close, Brentford made between The Mayor and Burgesses of the London Borough of Hounslow and (2) Mrs Eunice Marbelo, Miss Henrieta Adjei and Miss Eunice Adjei attached at **Appendix 6**.

(d) **2018 Lease** means the lease dated 20th August 2018 of 7 Maple Grove, Brentford, TW8 8NJ made between (1) the Mayor and Burgesses of the London Borough of Hounslow and (2) Filmon Woldegiorgis Tesfazghi attached at **Appendix 7**.

(e) **Estate** means the whole of the land comprised in registered title AGL344478. This is shown edged red on the plan at **Appendix 3**.

(f) **Excluded Land** means the land and buildings shown edged green labelled AGL430402 and the land and buildings coloured green on the title plan at **Appendix 3.**

(g) **Property** means garages adjacent to 86 Beech Avenue, Brentford, TW8 8NH, being the part of the Estate and shown edged red on the plan you have provided at **Appendix 1**.

(h) **You** means the Mayor and Burgesses of the London Borough of Hounslow.

(i) **We** means Devonshires solicitors.

3. EXECUTIVE SUMMARY

3.1 In accordance with Your instructions, We have investigated Your title of Property, including making appropriate searches.

3.2 Whilst We strongly advise You to read the entire Report, We would draw Your attention, in particular, to the following:

(a) a prospective purchaser/developer may require indemnity insurance against the possibility of enforcement of certain statutory rights which may have been afforded to the transferees of the Excluded Land (**paragraph 7.1**);

(b) a prospective purchaser/developer may require indemnity insurance against the possibility of enforcement of certain rights of drainage and other rights relating to service media (**paragraph 7.1**)

(c) the plan attached to the 1991 Lease is missing. Therefore, it is difficult to ascertain whether the Property is in practice likely to be burdened by certain rights granted over the Estate. We recommend that you check your records as you may hold a copy of the 1991 which includes the plan. A prospective purchaser/developer may require an indemnity insurance policy against the possibility of these rights adversely affecting the Property (**paragraph 7.9**);

(d) the drainage and water search indicates that foul and surface water drainage may fall either on or inside the boundary of the Property (**paragraph 12**). A prospective purchase/ developer will need to consider the location of the drainage carefully before purchasing/ developing the Property;

(e) a prospective purchaser/developer may require indemnity insurance in respect of potential chancel repair liability (**paragraph 13**);

(f) the aerial and "street view" on Google Maps indicates the Property may currently be used for parking by residents of the Estate. If this has been continuing for some time then residents may have acquired a continued right to use the Property for parking. This could significantly impede development. It would be prudent to hoard off the Property now to flush out anyone claiming to have a right to park over the Property. Please be aware that this could open You up to claims from those who consider to have sufficient rights of parking. Therefore, you may also consider leaving this issue for the prospective purchaser/development to deal with; and; and

(g) a prospective purchaser/developer will need to consider the location of the Scottish and Southern Electricity and Virgin Media apparatus which either fall just inside, run or along or just outside of the boundary of the Property. It will need to ensure the apparatus are unaffected by any future development work (**paragraph 16**).

4. EXTENT OF PROPERTY

4.1 The Property comprises only part of an existing Registered Title and we have therefore highlighted the approximate location of the Property in orange on the title plan at **Appendix 3**. Please check the plan You have provided at **Appendix 1** and our highlighting on the title plan at **Appendix 3** reflects the extent of the Property You are expecting Us to review.

5. TITLE

5.1 Title to the Property is freehold and is registered at the Land Registry under Title Number AGL344478 with absolute freehold title which is the best class of title available. A copy of the Land Registry's official copies dated 18th September 2019 is annexed at **Appendix 2**.

5.2 You are the registered owner of the Property as you would expect.

6. TITLE MATTERS BENEFITING THE PROPERTY

6.1 If the Excluded Land includes any Estate passageways the Property benefits from rights reserved over them. However, it does not appear that this is the case and in any event.

6.2 The Title Registers do not refer to any other rights benefiting the Property.

7. RIGHTS ADVERSELY AFFECTING THE PROPERTY

7.1 The Excluded Land no longer forms part of the title. You will note from the title plan (**Appendix 3**) there are quite a few areas of land which have now been removed. Some of the Excluded Land (if not all) were transferred pursuant to Part V of the Housing Act 1985 ("**1985 Housing Act**") or Chapter 1 of Part 1 of the Housing Act 1980 ("**1980 Housing Act**") which are the sections enabling certain qualifying tenants to exercise their 'right to buy' the reversionary freehold or leasehold interest in their rented property ("**Right to Buy**"). Without checking every title which has been transferred out of the Estate, we cannot confirm specifically which Excluded Land has been transferred pursuant to Right to Buy provisions. Similarly this applies to the leases registered against the title. We cannot confirm specifically which leases have bene granted pursuant to the Right to Buy provisions without checking them all.

7.2 Whenever a conveyance of freehold land is made under a Right to Buy (which is the case in respect of some or all of the Excluded Land), the transfers will be deemed to include the benefit of certain rights and easements as set out in the Housing Acts. Accordingly, to the extent that such rights exist, they will burden the Property. The rights in question are:

(a) the right of support;

(b) the right to the access of light and air; and

(c) rights to use and maintain service media.

7.3 These rights apply even though they are not specifically identified. Unfortunately, there is no certain way of ascertaining the precise extent of how the above rights and easements affect the Property or if, in practice, they affect it at all. It would be sensible to arrange an inspection to identify:

(a) whether there are any indications that service media may cross the Property;

(b) whether there are any windows (or other openings (e.g. glass/doors) in buildings on the Excluded Land which would have their right to light infringed if the Property were developed.

7.4 A prospective purchaser/developer may require indemnity insurance against the possibility of these rights being enforced by the relevant adjoining tenants. You should avoid approaching anyone to find out any further information about these rights, as insurers will then unlikely be willing to provide cover.

7.5 We would make the following additional comment:

(a) If it is clear that such rights exist in practice and will clearly be infringed by development it is not a forgone conclusion that insurance will be available.

7.6 If insurance is not an option You may wish to consider appropriating the land for planning purposes. This can, in certain circumstances, be done under s203 of the *Housing and Planning Act 2016*. Such appropriation has the effect of overriding certain rights (and converting them into damages claims). This would not be a procedure You should adopt lightly and further work would be required to assess if it's a viable route. In deciding whether to exercise such powers You should not be considering the benefit in connection with the potential sale but, broadly, You would be entitled to take into account the benefit of the potential development.

7.7 The Land Registry states that the title to the Property is subject to rights of drainage and rights in respect of water, gas, electricity and other services. The Land Registry does not however give any further details and accordingly there is no way of ascertaining what these rights are and over which parts of the Estate they affect. A prospective purchaser/developer may require indemnity insurance against the possibility of these rights being enforced by a third party unless it is clear that no such service media exists.

7.8 We have summarised all the adverse rights registered on title above. However, Title Registers may not include all adverse rights to which the Property is subject. It is possible for third parties to acquire rights against a Property in a number of ways that do not require them to be registered at the Land Registry. It is therefore important that You inspect the Property and let us know if there are any signs of any third parties having rights over the Property. Such signs might include occupiers, gates, pathways, parking spaces, flues, overhangs, manhole covers, service media or openings. This is not an exhaustive list of possibilities. If You have any doubts You may wish to speak to Your technical consultants.

LEASES TO WHICH THE PROPERTY IS SUBJECT

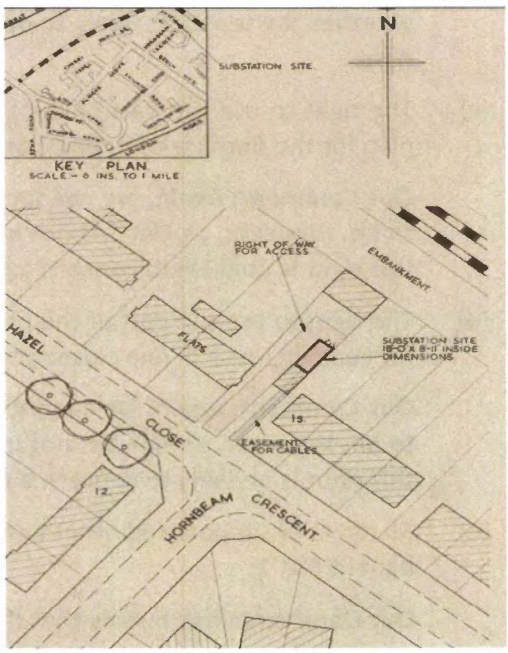
7.9 The 1961 Lease is a 99 years lease of a substation on the Estate, shown edged blue and numbered 1 ('Substation 1') on the title plan (**Appendix 4**). The 1961 Lease grants the following rights over the Estate:

(a) a right of access with or without vehicles and equipment over the land shown coloured brown (and labelled 'right of way for access') on the plan attached to the 1961 Lease and shown on the image below. When exercising this right Southern Electricity Board (the 'Board') must make good any damage caused; and

Our comment: The area shown coloured brown is not in close proximity of the Property and so should not be problematic to a prospective buyer/developer.

(b) a right to lay, use and maintain electric lines with any conduits or pipes under the land shown coloured green and labelled 'easement for cable' on the plan attached (an image shown below). This includes the right to break up the surface so far as necessary to lay the electrical lines or to relay, repair, maintain, or remove electrical lines. In exercising the rights, the Board cannot exercise any unnecessary damage or interfere with any sewers, drains, pipes, channels or similar works and must restore the surface to its former condition to reasonable satisfaction.

Our comment: Again, the area shown coloured green is not in close proximity of the Property and so should not be problematic to a prospective buyer/developer.



7.10 The 1963 Lease is a 99 year lease of a substation on the Estate, shown edged blue and numbered 2 on the title plan ('Substation 2') (**Appendix 5**). The 1963 Lease does not reserve any rights over the Estate. It does however reserve a right for the proprietor of the Estate to enter

Substation 2 to repair, renew and maintain any adjoining land or building. Given the distance between the Property and Substation 2 we think it unlikely that any prospective purchaser/developer would care about these rights.

7.11 The 1991 Lease is a 125 year residential lease of the property shown edged blue a numbered three on the title plan, comprising of the second and third floors only ('Flat 1'). The Land Registry does not hold a copy of the plan attached to the 1991 Lease and so, it is difficult to conclude whether the rights granted for the benefit of Flat 1 will burden the Property. There are various rights granted over what the 1991 Lease defines as the 'Premises' which we interpret is likely to be the Estate. However, we cannot confirm without sight of the missing plan. A prospective purchaser/developer may require indemnity insurance in case the plan shows that the rights in the leas are specifically over the Property. You should check Your records to see whether you hold a copy of the lease (original or otherwise) with a plan attached to it. The rights granted are:

(a) The right to pass and repass over all parts of the building and Estate to the purposes of accessing Flat 1;

Our Comment: You need to ensure that, if the tenant is using any part of the Property for the purposes of accessing Flat 1, You preserve these rights.

(b) The right to use the recreation areas and garden (if any) comprised in the Estate;

Our Comment: Without the plan, we cannot confirm where these areas are. Therefore, you should inspect Flat 1 and consider whether the tenant is likely to use the Property in relation to this right.

(c) The right to use the part of the Estate shown edged green on the plan for the purpose of drying clothes;

Our Comment: Again, we cannot confirm where this area is likely to be. However, as Flat 1 is not in close proximity of the Property this right is unlikely to concern a potential buyer/developer.

(d) The right to use the part of the premises coloured blue on the plan for keeping reuse in one closed receptacle;

Our Comment: Again, we cannot confirm where this area is likely to be. However, as Flat 1 is not in close proximity of the Property this right is unlikely to concern a potential buyer/developer.

(e) All rights of support and other easements now enjoyed intended to benefit Flat 1;

Our Comment: this means that if at the time the 1992 Lease was granted the occupier of Flat 1 was using any part of the Estate, Flat 1 may have acquired a permanent right to continue that use. The general nature of the wording means that we are not able to ascertain what these rights might be (or, in fact, if any such rights exist at all). You should carefully inspect the Property to see if the use of any such rights are apparent, and, if they are, consider

whether the continued use would be impacted by any proposed development. Please let us know if there is any impact. Of possible concern here is the parking referred which is referred to further in paragraph 7.13(c).

(f) The right of uninterrupted services from and to Flat 1 constructed at the date of the lease and/or thereafter;

Our Comment: a prospective buyer/developer will need to ensure that there is no interruption to such services (running through service media on the Property) as a result of their development.

(g) The right at all reasonable times (except in cases of emergency) to enter into and upon other parts of the Estate as far as necessary to comply with any of the lessee's obligation whilst causing as little disturbance as possible and making good any damage caused;

Our Comment: we can't see how any proposed development on the Property would have an impact on this right. If the Property were configures as a result of any development, then the tenant's will continue to have this right over the reconfigured Property

(h) The right to connect a television set in Flat 1 with an aerial erected by or on behalf of the Council.

Our Comment: A prospective purchaser/developer will need to ensure this right is not interfered with but we doubt this has any relevance.

7.12 The 2018 Lease is a 125 year residential lease of the ground floor flat of 7 Maple Grove, shown edged red on the first plan attached to it (**Appendix 7**) ('Flat 2'). The 2018 Lease grants rights over the 'Premises' which is shown edged blue on the second plan attached to the 2018 Lease, which includes the Property. The rights granted are:

(a) the right to pass and repass over and along all such parts of the Premises as provide access to Flat 2 for the purposes of accessing and egressing Flat 2 only;

Our Comment: You need to ensure that, if the tenant is using any part of the Property for the purposes of accessing Flat 1, You preserve these rights.

(b) the right to use the recreation areas and gardens comprised in the Premises;

Our Comment: We cannot confirm whether there are any recreation areas or gardens within the Premises. A prospective buyer/developer will need to ensure that there is no interruption to this right. Although We expect it will be unlikely, you should ensure the Property is not currently being used as a recreational area.

(c) the right to park or permit any vehicle to be parked within the Premises which is specified and designated by the Landlord;

Our Comment: You should ensure that the Property is not currently designated as a parking area for Flat 2. We anticipate

that the Property is too far away in proximity for Flat 2 to be used in this way. However, from an aerial and "street view" of the Property, it appears that vehicles may be using this area for parking. If this has been used by certain residents for some time then such residents may have acquired a continue right to use it for parking. This could be a significant impediment to development and, if it is the case that long-term parking rights have been established, a prospective purchaser/developer will need to negotiate a release of such rights with the relevant parties or discard this section of the Property form any development. It may be prudent to hoard off the Property now. This would likely flush out anyone claiming they have a parking right. Please be aware that this could open You up to claims from those who consider to have sufficient rights of parking. Therefore, you may also consider leaving this issue for the prospective purchaser/development to deal with.

(d) the right to use the refuse chute on the landing of the building adjacent to the entrance to the Flat (if any) and the drying area (if any);

Our Comment: A prospective purchaser/developer will need to ensure this right is not interfered with but we doubt this has any relevance.

(e) the right to use the laundry room in the Building for washing clothes and linen;

Our Comment: Again, a prospective purchaser/developer will need to ensure this right is not interfered with but we doubt this has any relevance.

(f) the right to use the passenger lift in the Building;

Our Comment: A prospective purchaser/developer will need to ensure this right is not interfered with but we doubt this has any relevance.

(g) all rights of support and other easements enjoyed or intended to be enjoyed with the Flat as at the date of the 2018 Lease;

Our Comment: this means that if at the time the 2018 Lease was granted the occupier of Flat 2 was using any part of the Estate, Flat 2 may have acquired a permanent right to continue that use. The general nature of the wording means that we are not able to ascertain what these rights might be (or, in fact, if any such rights exist at all). You should carefully inspect the Property to see if the use of any such rights are apparent, and, if they are, consider whether the continued use would be impacted by any proposed development. Please let us know if there is any impact. As per sub-paragraph 7.13(c) the possible concern is parking.

(h) free interrupted passage and running of water, soil, gas and electricity from and to Flat 2, through sewers, drains, watercourses, cables, pipes and wires which are constructed at the date of the 2018 Lease or thereafter;

Our Comment: a prospective buyer/developer will need to ensure that there is no interruption to such services (running through service media on the Property) as a result of their development.

(i) the right at reasonable times with 48 hours' notice (except in emergencies) to enter onto parts of the Premises as far as necessary for the Tenant to comply with its obligations under the Lease.

Our Comment: As Flat 2 is not in close proximity of the Property, it is unlikely this right would ever be exercised in practice. We do not expect this would be problematic for a prospective purchaser/developer.

(j) the benefit of the covenants and restrictions contained in the Leases of the other flats comprised in the Premises granted or to be granted so far as they are intended to benefit Flat 2;

Our Comment: A prospective purchaser/developer will need to ensure this right is not interfered with but We doubt this has any relevance.

(k) the right to connect to a television set in the Flat with an aerial erected by or on behalf of the Landlord; and

Our Comment: A prospective purchaser/developer will need to ensure this right is not interfered with but we doubt this has any relevance.

(l) the right to clean, redecorate doors, door frames and window framed and the right to replace glass fitted in said frames.

Our Comment: A prospective purchaser/developer will need to ensure this right is not interfered with but we doubt this has any relevance.

8. OTHER MATTERS REFERRED TO IN THE REGISTERED TITLES

8.1 There is a restriction registered against the title relating to a Unilateral Undertaking dated 7th December 2018 made between You and another party. The restriction prevents any deposition of part of the registered estate tinted blue on the title plan (**Appendix 3**), which does not include the Property. However, We have requested a copy of the Unilateral Undertaking from you so that we can be sure that there is no other affect on the Property. This seems, however, unlikely.

9. INDEX MAP SEARCH

9.1 We have undertaken a Search of the Index map with the Land Registry. This does not reveal any matters which We believe need to be brought to Your attention but, for completeness, a copy is attached at **Appendix 8**.

10. DESIGNATED PROTECTION AREA

10.1 Properties in certain areas fall within "designated protection areas" under the Housing (Right to Enfranchise) (Designated Protected Areas) (England) Order 2009 ("DPA"). This could be important to a prospective

purchaser / developer, especially if they are receiving grant funding for the Property. Where shared ownership properties are being constructed and grant funding is received from Homes England, there are various restrictions in respect to the terms of the leases and subsequent sales of those units.

10.2 We believe the Property falls within the parish of Brentford which is not located in a designated protected area.

10.3 If you believe the Property is located within an alternative Parish, please let us know so that we can check this. If You require more information on this topic, then please do not hesitate to contact us.

11. LOCAL AUTHORITY SEARCH AND ENQUIRIES

11.1 A search of the Local Land Charges Register and Enquiries of the Local Authority gives information about a Property, such as planning permissions and building regulation consents, proposals for road schemes and environmental and pollution notices.

11.2 Note that the search relates only to the Property being searched against and will not reveal developments on, or matters affecting any, adjoining or neighbouring property.

11.3 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 would still bind You. As an industry standard 'rule of thumb' most people rely on a search for up to three months before exchange of contracts.

11.4 The information in this section is based on the search results provided to us on 18th September 2019. A copy of the search results are attached at **Appendix 9**.

11.5 Hornbeam Crescent is maintainable at the public expense. However, it is essential that You let us know if You are aware of anything that may indicate that the Property does not abut the highway (e.g. a grass verge or a footpath between the Property and the road(s) searched or where access to the Property is along a path rather than directly from a highway).

11.6 The use of the Property is parking and garages. There is no planning permission authorising this use evident from the search result.

11.7 There is a table provided relating to traffic and capital schemes. It is difficult to interpret the sections highlighted red and so we have requested a clearer copy. We will revert to you if any issues are raised from this.

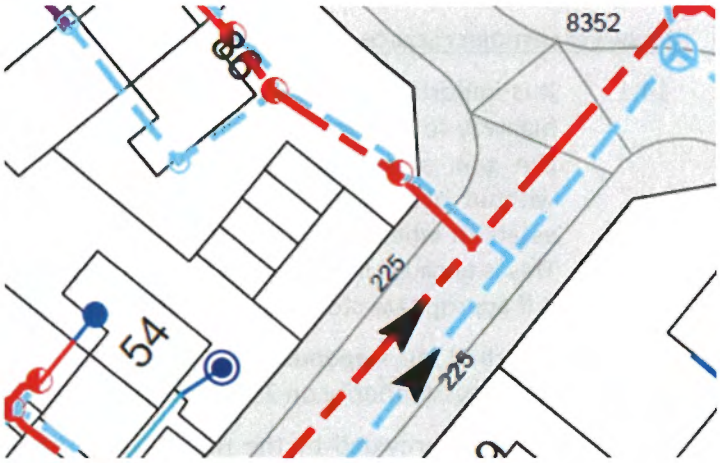
11.8 There is a CIL charging schedule in place in the local area and so, a prospective purchaser/ developer will likely have to pay community infrastructure levy for any development on the Property unless a relief can be claimed.

11.9 No part of the Property is currently registered as common land or as a town or village green. However, it is possible for new greens to be registered. Land that is registered is subject to third party rights which might restrict a prospective purchaser's/ developer's ability to use or develop the land. Please let us know if You are aware of anyone using the Property for any purposes.

12. DRAINAGE AND WATER ENQUIRIES

12.1 Attached at **Appendix 10** are the replies to the Drainage and Water enquiries given by the relevant water company. These are dated 4th September 2019. Please note the following:

(a) The replies indicate that there is no public foul water sewer within the boundaries of the Property. However, there is foul and surface water drainage within relatively close proximity of the Property (see image below). The prospective purchaser/developer will need to be comfortable with the position of the drainage and may need to seek consent from Thames Water before carrying out works to the



(b) The replies do not confirm that the Property is connected to the mains water supply but there is a water main within close proximity to the Property (page 9 of the search). You may wish to check the position with Your technical consultants as a prospective purchaser/ developer is likely to want to ensure that a suitable connection will be possible. A prospective purchaser/developer would also need to take into account the position of the water main when carrying out works and whether consent from Thames Water.

(c) It is not clear whether foul and surface water from the Property drain to a public sewer directly. No details of any surface water drainage are provided. You may wish to check the position with Your technical consultants as a prospective purchaser/ developer is likely to want to ensure that a suitable connection will be possible.

13. CHANCEL REPAIR SEARCH

13.1 The chancel repair search was provided by ChancelCheck on 2nd September 2019, and is attached at **Appendix 11**. The search revealed

that the Property is within the historical boundary of a parish which continues to have a potential chancel repair liability.

13.2 As from 13 October 2013, chancel repair liability will no longer be capable of taking affect as an "overriding interest" but note that this does not mean that the risk of chancel repair liability itself has been extinguished. Purchasers of land for valuable consideration on or after 13 October 2013 will be bound by chancel liability only if the chancel repair liability is 'noted' by the Land Registry before they are registered as owner. A risk still remains, however, that such a note may be made at any time up to registration, even after exchange of contracts.

13.3 Therefore, whilst We can confirm that the register entries do not note chancel repair liability, a notice could potentially be entered by an interested party before You sell the Property. A prospective purchaser/ developer is likely to require a legal indemnity insurance policy to be put in place prior to exchange of contracts. Whilst there is no guarantee, absent any unusual circumstances of which we are not aware, it is unlikely that there would be difficulty in obtaining such a policy. Our experience is that purchasers would fund such insurance themselves.

14. HIGHWAYS AUTHORITY SEARCH

14.1 It is important to establish that the Property directly abuts the adopted highway so that You can bring services in to the Property, and so that You can gain access to the Property directly from the adopted highway without passing over any third party land. But it is also important to establish whether any part of the Property is itself subject to adoption. This is because if any land is adopted then works could only take place on it if appropriate stopping up or highway works orders were obtained.

14.2 Attached at **Appendix 13** is the highways search provided by the Highways Authority on 23rd September 2019.

14.3 The plan provided by the Highways Authority appears to us to indicate that the Property does directly abut the public highway (being Florence Gardens).

14.4 In line with standard practice a prospective purchaser/developer would overlay plan with (i) the highway plan; (ii) the Title Plan; and (iii) a plan of its development proposal as that may reveal inconsistencies that We have failed to notice.

14.5 In any event, the interpretation of plans is an art rather than a science. You should carefully inspect the Property with these plans and let us know if there is anything 'on the ground' that may indicate that the Property does not immediately abut the adopted highway (e.g. a grass verge or a footpath between the Property and the road or where access (pedestrian, vehicular or for services) is along a path rather than directly from the adopted highway).

15. ENVIRONMENTAL SEARCH

15.1 A "desktop search" assesses the risk of land being contaminated or susceptible to flooding by collating information from regulatory bodies, floodplain data and reviewing current and historic uses of the land. This

search does not include a site visit or testing of soil or groundwater samples.

15.2 We attach at **Appendix 12** a desktop search in relation to the Property, provided on 2nd September 2019. We strongly advise that You and Your surveyor or an environmental consultant read the entire report. Please note that solicitors (including ourselves) are not qualified to advise on environmental matters.

15.3 The assessment of the Property provided by the desktop search is set out below. The term "Liabilities" refers to potential liability for remedial works under Part IIA of the Environmental Protection Act 1990 and/or the Water Resources Act 1991. A clear search does not, therefore, necessarily mean that the Property is free from any environmental contamination.

> ***Contamination**: No significant contamination linkages have been identified and any liabilities from contaminated land are unlikely. No further action is required.*
>
> ***Flooding**: no flood risk has been identified.*
>
> ***Energy & Infrastructure Screen:** the Property has been identified as being within 4km of existing or proposed wind farms or wind turbines. The search does not provide any additional information but recommends a SiteSolutions Energy & Infrastructure report be carried out to provide more information of the potential impact of the project.*
>
> ***Radon**: the Property is not considered to be within a radon affected area.*
>
> ***Environmental Constraints**: no environmental constraints within 250m of the Property have been identified.*

16. UTILITY SEARCHES

16.1 The presence of service media (pipes, wires etc.) and associated apparatus may prevent development, make it substantially more costly or slow its progress. If service media exists cross the Property, You should not assume that a prospective purchaser/ developer will be entitled to relocate it or build over it.

16.2 We have contacted a number of utility providers to ask them whether they have service media that may affect the Property. These enquiries are not designed to elicit information as to whether the utility providers have sufficient capacity for potential development but are to ascertain whether they have service media that may be impacted by such development.

16.3 You should note that the results of these searches are not guaranteed by the utility providers. They do not always reveal all service media and they do not always accurately map service media. That is far from ideal. The only way to be certain as to what service media exists under or near to the Property would be for You to commission a physical services survey. A prospective purchaser/ developer may want to do this.

16.4 The result of the search is at **Appendix 14** and We have summarised the results in the table below.

Type	Date	Our Preliminary Assessment
Gas	27/09/2019	The search result includes a plan showing the location of infrastructure. This includes a low pressure mains running long the opposite side of Almond Grove.
Network Rail	27/09/2019	The search result indicates the Property is nearby to a rail line. However, We do not consider this will be an issue for a prospective purchaser/developer as the line is far enough away.
Environment Agency	27/09/2019	The Environment Agency states that a permit will be required if works are intended to be carried out in, under, over or near a main river flood or sea defence. There are none within the proximity of the Property.
Openreach – British Telecomms	27/09/2019	The search indicates there is no BT apparatus within the boundaries or in the immediate vicinity of the Property.
Scottish and Southern Electric	27/09/2019	The search indicates a low voltage cable running underneath the footpath falling either within, along or just outside the boundary of the Property. The prospective purchaser/developer will need to consider the location of the cable. There is also a link box connected to these low voltage cables.
Thames Water	27/09/2019	Please refer to paragraph 12 above.
Utility Assets	27/09/2019	The search indicates no apparatus falls within the boundary of the Property.
Virgin Media	27/09/2019	The search indicates Virgin Media apparatus underneath the footpath falling either within, along or just outside the boundary of the Property. The prospective purchaser/developer will need to consider the location of the cable.

17. REPLIES TO BASIC ENQUIRIES

17.1 We attach at **Appendix 15** Your replies to a series of questions we raised with you concerning the Property. We have no comments or issues to raise in respect of your answers.

18. BASIS OF AND RELIANCE UPON THIS REPORT

18.1 The information contained in this Report is based upon:

(a) Our examination of the documents of title; and

(b) The results of the searches which We have carried out in respect of the Property.

18.2 We have not inspected the Property or raised enquiries with anyone in occupation of the Property. We give no opinion in this Report on the capital or rental value of the Property or the financial status of any Tenant or Occupier. We give no opinion as to the physical or environmental condition of the Property. We would accordingly advise that You make Your own enquiries and satisfy Yourself on these issues.

This Report is addressed to You in connection with Your review of the Property. Neither its contents nor its existence may be disclosed to or relied upon by any third party, without our prior written consent, and its contents may not be used for any other purpose.

APPENDICES

Tab	Document
1.	Plan provided by You.
2.	Official Land Registry copy of register of Title AGL344478
3.	Official Land Registry copy of title plan of Title AGL344478
4.	Lease dated 27th November 1961
5.	Lease dated 14th March 1963
6.	Lease dated 8th April 1991
7.	Lease dated 20th August 2018
8.	Index map search
9.	Local search results
10.	Drainage and water search
11.	Chancel repair search
12.	Environmental search
13.	Highways search
14.	Utilities search
15.	Replies to basic enquiries