
REPORT ON TITLE

in relation to

Beaconsfield Close

for

London Borough of Hounslow



30 Finsbury Circus
London
EC2M 7DT
Ref: GXD/LBH2.72

CONTENTS

1.	INTRODUCTION, CONFIRMATION AND SIGNATURE.....	1
2.	DEFINITIONS	1
3.	EXECUTIVE SUMMARY.....	1
4.	EXTENT OF PROPERTY	2
5.	TITLE	2
6.	TITLE MATTERS BENEFITING THE PROPERTY.....	2
7.	RIGHTS ADVERSELY AFFECTING THE PROPERTY	2
8.	THE KOLKOWSKA LEASE	3
9.	LEASES TO WHICH THE PROPERTY IS SUBJECT	3
10.	INDEX MAP SEARCH	6
11.	DESIGNATED PROTECTION AREA	6
12.	LOCAL AUTHORITY SEARCH AND ENQUIRIES	6
13.	DRAINAGE AND WATER ENQUIRIES	7
14.	CHANCEL REPAIR SEARCH	8
15.	HIGHWAYS AUTHORITY SEARCH	8
16.	ENVIRONMENTAL SEARCH.....	8
17.	UTILITY SEARCHES.....	9
18.	REPLIES TO PRE-CONTRACT ENQUIRIES.....	9
19.	BASIS OF AND RELIANCE UPON THIS REPORT	12

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 Grant Duranti (direct dial: 020 7880 4355).
- 1.2 We have prepared this Report for the London Borough of Hounslow in connection with their review of the property known as Beaconsfield Close, Chiswick W4 4EL. 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

.....9 October 2019.....

Dated

2. DEFINITIONS

- 2.1 In this Report We use a number of words to mean very particular things:
- (a) **Estate** means the whole of the land comprised in registered title NGL558039.
 - (b) **Property** means that part of the Estate edged in red on the plan You provided at **Appendix 1**.
 - (c) **Kolkowska Lease** means the lease dated 2 September 1996 and attached at **Appendix 4**.
 - (d) **Registered Leases** means the twenty leases set out in the Schedule of Notices of Leases at **Appendix 2**.
 - (e) **We** means Devonshires Solicitors LLP.
 - (f) **You / Your** means the Mayor and Burgesses of the London Borough of Hounslow.

3. EXECUTIVE SUMMARY

- 3.1 In accordance with Your instructions, We have investigated Your title to the Property, including making appropriate searches and enquiries.
- 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 will require you to grant sufficient rights of way between the different parts of the Property and the public highway (see **paragraph 4.3**);

- (b) Parts of the Property are demised to tenants, and so would be undevelopable by a prospective purchaser / developer (see **paragraphs 8 and 9**);
- (c) Part of the Property comprises a bin store, and so would be undevelopable by a prospective purchaser / developer (see **paragraph 10.1(e)**);
- (d) There are sewers in very close proximity to the Property, which could impede development (see **paragraph 14.1**);
- (e) The Property does not appear to abut a public highway, so a prospective purchaser / developer would require additional access rights (see **paragraph 16.3**); and
- (f) There is service media within the boundaries of the Property (see **paragraph 18.4**); and
- (g) There appear to be numerous vehicles parking at the Property without an apparent right to do so (see **paragraph 19.1(b)**).

4. EXTENT OF PROPERTY

- 4.1 The Property is comprised of three parts of an existing Registered Title being the garages and drive way you have edged in red on the plan at **Appendix 1**.
- 4.2 Please check that the plan You have provided at **Appendix 1** reflects the extent of the Property that You are expecting to review.
- 4.3 The Property is three discrete parcels on one freehold title. A prospective purchaser / developer will require you to grant sufficient rights of way between the different parts of the Property and the public highway. These areas all fall within Your title and so it is within your gift to grant them.

5. TITLE

- 5.1 Title to the Property is freehold and forms part of registered Title Number NGL558039 with absolute freehold title which is the best class of title available. A copy of the Land Registry's official copies of the register dated 13 September 2019 is annexed at **Appendix 2** and the plan is attached at **Appendix 3**.
- 5.2 You are the registered owner of the Property as expected.

6. TITLE MATTERS BENEFITING THE PROPERTY

- 6.1 The Title Register does not refer to any rights benefiting the Property. If You believe the Property should benefit from any rights then please let us know as this will be relevant to a prospective purchaser/ developer.

7. RIGHTS ADVERSELY AFFECTING THE PROPERTY

- 7.1 Title to the Estate (as opposed to just the Property) is subject to the rights granted to the tenants of the Registered Leases. These are discussed in Section 9 below.
- 7.2 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, and in particular whether there is any sign of the use of the garages. 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.

8. THE KOLKOWSKA LEASE

- 8.1 The Kolkowska Lease, attached at **Appendix 4**, demises a storage unit to the tenant. The storage unit appears to form part of the Property and is shown labelled "Store No. 1" on the plan at **Appendix 5**.
- 8.2 **A prospective purchaser / developer would not have the right to develop the part of the Property which comprises this storage unit. One way of resolving this would be to exclude the storage unit from the Property so that this part of the Property only comprises the three garages adjoining the storage unit, and not the storage unit itself. In that instance a prospective purchaser / developer would need to ensure that they do not do anything which makes the tenant's ability to use the storage unit any less easy than it is at present.**
- 8.3 Please note that this area appears to be behind the bin store, which is subject to the same issue. Please see our comments at **paragraph 9.1(e)**.

9. THE SCOTT LEASE

- 9.1 The Scott Lease, attached at **Appendix 6**, does not include a plan but its title plan (attached at **Appendix 7**) does include part of the Property. As such, it appears that the part of the Property shown on the plan at **Appendix 7** is demised to the tenant.
- 9.2 **A prospective purchaser / developer would not have the right to develop the part of the Property which comprises this storage unit. One way of resolving this would be to exclude the storage unit from the Property so that this part of the Property only comprises the three garages adjoining the storage unit, and not the storage unit itself. In that instance a prospective purchaser / developer would need to ensure that they do not do anything which makes the tenant's ability to use the storage unit any less easy than it is at present.**
- 9.3 Please note that this area appears to be behind the bin store, which is subject to the same issue. Please see our comments at **paragraph 10.1(e)**.

10. LEASES TO WHICH THE PROPERTY IS SUBJECT

- 10.1 Title to the Estate is subject to the twenty Registered Leases. These are leases of the flats on the Estate. It would be time-consuming and expensive to review all twenty leases, so we have reviewed a sample of five of the Registered Leases. In practice a prospective purchaser / developer may be willing to 'take a view' that all of the leases are likely to be in the same form. The sample leases appear at **Appendices 8 – 12**, and we have set out the rights granted by the leases below. Please note that the rights vary between the leases.
 - (a) The right to go and repass over and along all such parts of the building (of which the relevant flat forms part) as afford access to

the relevant flat for the purposes of access to and egress from the relevant flat;

Our Comment: You need to ensure that, if any tenants are using any part of the Property (which You are looking to dispose of/redevelop) for the purposes of accessing their relevant flat, You preserve these rights.

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

Our Comment: to the extent that there are any garden areas on the Estate, a prospective purchaser / developer will need to ensure that the right to use such garden area is not interfered with.

- (c) The right to use such parts of the Estate as are coloured brown (if any) for the purpose of parking motor vehicles.

Our Comment: there does not appear to be any areas coloured brown on the lease plans and so, this should not be problematic to a prospective purchaser / developer.

- (d) The right to use the part of the Estate coloured green on each plan attached to the Registered Leases for the purposes of drying clothes.

Our Comment: this should not be problematic to a prospective purchaser / developer as the drying area identified on the lease plans are not within the Property boundary.

- (e) The right to use that part of the Estate coloured blue on the plan attached to each Registered Lease for the purposes of keeping refuse.

Our Comment: the north-eastern part of the Property overlaps with the bin store. This is shown shaded blue on the plan to the lease at Appendix 4. Google Street View shows that this part of the Property comprises three garages beside the bin store. A prospective purchaser / developer would not have the right to develop the bin store, so one way of resolving this would be to exclude the bin store from the Property so that this part of the Property only comprises the three garages. Alternatively, You (as the tenants' landlord) may be able to reach an agreement with the tenants whereby You move the bin store to an alternative, but no less favourable, location outside of the Property, which would free up that part of the Property for development. However, this could be time-consuming and expensive, and there is no guarantee of success.

- (f) The right to use the laundry room (if any) on the Estate for the purpose of washing clothes and linen.

Our Comment: to the extent that there is a laundry room on the Estate, a prospective purchaser / developer will need to ensure that the right to use such laundry room is not interfered with.

- (g) All rights of support and other easements and all quasi-easements, rights and privileges now enjoyed or intended to be enjoyed with the relevant flat.

Our Comment: this means that if at the time the relevant Registered Lease was granted the occupier of the relevant flat was using any part of the Estate (which may include the use of the garages forming the Property), the flat 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.

- (h) The free and uninterrupted passage and running of services through the service media under the Estate.

Our Comment: a prospective purchaser / 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 all reasonable times upon notice (except in emergency) to enter those parts of the Estate as is necessary for the purposes of each tenant complying with their obligations under the Registered Leases;

Our Comment: we can't see how any proposed development on the Property would have any impact on this right. If the Property were reconfigured as a result of any development, then the tenant/s will continue to have this right over the reconfigured Property and a prospective purchaser / developer would not be able to infringe this right.

- (j) The benefit of the covenants and restrictions contained in the leases of the other flats comprised in the Premises so far as they are intended to benefit the flat.

Our Comment: this should not be problematic for the purposes of redevelopment of the Property but should be noted by a prospective purchaser / developer.

- (k) The right to connect a TV set in the relevant flat with an aerial erect by You.

Our Comment: A prospective purchaser/developer will need to ensure this right is not interfered with.

- (l) The right to use the passenger lift in the Building (if any) for access to the Flat.

Our Comment: A prospective purchaser/developer will need to ensure this right is not interfered with.

- 10.2 The Registered Leases were granted pursuant to *Part 5 of the Housing Act 1985* or *Chapter 1 of Part 1 of the Housing Act 1980*. Ordinarily, this could

mean that the relevant units would benefit from certain additional rights such as a right to light. The Registered Leases do however state that no other rights (apart from those which are expressly granted by the Registered Leases) are to be included by implication. Accordingly, We do not believe the Registered Leases benefit from any other rights apart from those which we have summarised in **paragraph 10.1** above.

11. INDEX MAP SEARCH

- 11.1 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 (save for the existence of the Kolkowska and Leases, which are discussed at **paragraphs 8 and 9**) but, for completeness, a copy is attached at **Appendix 13**.

12. DESIGNATED PROTECTION AREA

- 12.1 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.
- 12.2 We believe the Property falls within the parish of Christ Church, Turnham Green, which is not located in a designated protected area.
- 12.3 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.

13. LOCAL AUTHORITY SEARCH AND ENQUIRIES

- 13.1 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.
- 13.2 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.
- 13.3 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. A prospective purchaser/ developer is likely to commission their own searches prior to exchange of contracts.
- 13.4 Our local search dated 24 September 2019 is attached at **Appendix 14**. Please note that the local search was only carried out on the southern-most parcel of the Property.

- 13.5 The Property is not subject to any recorded planning permissions. We are enquiring with Building Control as to whether they have any records relating to the Property.
- 13.6 There is a CIL charging schedule in place for the borough. Accordingly, a prospective buyer/developer will likely be subject to CIL liability if they secure planning permission for any development on the Property unless they can secure a relief.
- 13.7 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.

14. DRAINAGE AND WATER ENQUIRIES

- 14.1 Attached at **Appendix 15** are the replies to the Drainage and Water enquiries given by the relevant water company. These are dated 5 September 2019. Please note the following:
 - (a) The replies indicate that there is a public foul water sewer in very close proximity to (although not within) the boundaries of the Property. If You look at the plan on page 9 of the search, You will see that the foul sewer (identified in red) and combined sewer (identified in dark blue) runs beneath the land abutting the Property – in particular, the combined sewer appears to abut part of the Property. There are restrictions that may require a prospective purchaser/developer to secure consent from the relevant utility company if they intend to construct buildings or other structures over or near to such sewers or drains. They should not assume that such consent will be forthcoming or forthcoming on acceptable terms. A number of utility companies will permit construction in these circumstances only if a "Build Over" or "Build Near" Agreement is entered into. It is possible that a prospective purchaser would require their acquisition to be conditional on securing such consent in a satisfactory form.
 - (b) The replies do not confirm that the Property is connected to the mains water supply but there is a distribution main in very close proximity to the Property (page 13 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.
 - (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.

15. CHANCEL REPAIR SEARCH

- 15.1 The chancel repair search was provided by ChancelCheck on 2 September 2019, and is attached at **Appendix 16**. The search was clear, so the Property does not have a liability for chancel repair.

16. HIGHWAYS AUTHORITY SEARCH

- 16.1 It is important to establish that the Property directly abuts the adopted highway (or that any intervening land is owned by You) so that You can bring services in to the Property, and so that You can gain access to the Property 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.
- 16.2 Attached at **Appendix 17** is the results of our Highways Search.
- 16.3 The plan provided by the Highways Authority appears to us to indicate that the Property does not directly abut a highway. However, the area between the adopted highway and the Property which is not adopted does fall within Your ownership. Accordingly, a prospective purchaser/developer of the Property will need to be granted appropriate access rights in order to access the Property.

17. ENVIRONMENTAL SEARCH

- 17.1 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.
- 17.2 We attach at **Appendix 18** a desktop search in relation to the Property, provided on 2 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.
- 17.3 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:** energy/ infrastructure projects have been identified as being within close proximity to the Property. The report states that this is an existing or proposed wind farm within 4km of the Property, but does not provide any further detail. In all likelihood, if there is an existing or proposed wind farm in close*

proximity to the Property You would already be aware of it. A prospective purchaser / developer will want to satisfy themselves that this is not an issue, but We do not think that it is necessary for You to commission a further search.

Radon: *the Property is not considered to be within a radon affected area.*

Environmental Constraints: *no environmental constraints have been identified within 250m of the Property.*

18. UTILITY SEARCHES

- 18.1 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.
- 18.2 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.
- 18.3 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.
- 18.4 Below is a list of the searches We have undertaken. The report is attached at **Appendix 19**.

Type	Date	Our Preliminary Assessment (<i>which You should have confirmed by Your technical consultants prior to exchange</i>)
C.A. Telecom UK Ltd	10 September 2019	The search result reveals infrastructure in close proximity to, but not within the boundaries of, the Property.
Cadent Gas (above 7 bar and 2 bar) and National Grid Electricity Transmission	6 September 2019	The search result reveals infrastructure in close proximity to, but not within the boundaries of, the Property.
Cadent Gas Ltd	16 September 2019	The search result reveals infrastructure in close proximity to, but not within the boundaries of, the Property.

Environment Agency		The Environment Agency have not conducted a specific search of their records. A prospective purchaser / developer will need to satisfy itself as to whether its development requires the consent of the Environment Agency.
euNetworks	5 September 2019	The search result reveals infrastructure in the vicinity, but not within the boundaries, of the Property.
Instalcom	11 September 2019	The search result reveals infrastructure within the vicinity of, but not within the boundaries of, the Property.
BT Openreach	5 September 2019	The search result reveals infrastructure within the boundaries of the Property. A prospective purchaser / developer is likely to require the consent of BT Openreach before it is able to develop above the service media. There is no guarantee that such consent will be forthcoming.
Scottish and Southern Electricity	5 September 2019	The search result reveals infrastructure in close proximity to, but not within the boundaries of, the Property.
Thames Water	6 September 2019	The search result reveals infrastructure in close proximity to, but not within the boundaries of, the Property. Please see paragraph 13 for more information.
Trafficmaster	6 September 2019	The plan is not clear, but Trafficmaster have confirmed in writing that their infrastructure would be affected by development at the Property.
Utility Assets		Utility Assets will only reply in the event that they have infrastructure within the Property. To date we have not received a response.
Virgin Media	6 September 2019	The search result reveals infrastructure within the boundaries of the Property. A prospective purchaser / developer is likely to require the consent of Virgin Media before it is able to develop above the service media. There is no guarantee that such consent will be

		forthcoming.
Vodafone	18 September 2019	The search result indicates that there is infrastructure within the Property, but does not confirm where it is or who owns it. We are querying this with our search provider.
Zayo Group UK Ltd	5 September 2019	The search result reveals infrastructure within the vicinity of, but not within the boundaries of, the Property.
CityFibre		Not affected / no plant response.
Energetics UK	5 September 2019	Not affected / no plant response.
GTC	5 September 2019	Not affected / no plant response.
Network Rail	5 September 2019	Not affected / no plant response.
Sky Telecommunications Services Ltd	5 September 2019	Not affected / no plant response.
Teliasonera	9 September 2019	Not affected / no plant response.
Transport for London	11 September 2019	Not affected / no plant response.
Verizon	5 September 2019	Not affected / no plant response.

19. REPLIES TO PRE-CONTRACT ENQUIRIES

19.1 We attach at **Appendix 20** a series of questions which we raised with you concerning the Property, as well as your responses to those enquiries. We could comment as follows:

- (a) Enquiry Four (who occupies the block adjoining the Property) – a prospective purchaser / developer is likely to require confirmation of this point. As you own the freehold, we would expect the block is occupied by your tenants.
- (b) Enquiry Eight (who parks at the Property) – Google Earth shows numerous vehicles parked on the Property. A prospective purchaser / developer is likely to require further details about the

use of the Property for parking, so it can satisfy itself as to whether any third parties have acquired rights to park over the Property.

20. BASIS OF AND RELIANCE UPON THIS REPORT

- 20.1 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.
- 20.2 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.
- 20.3 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 of the Property provided by You
2.	Official copies of the Register– NGL558039
3.	Official copies of the Plan – NGL558039
4.	The Kolkowska Lease
5.	The Kolkowska Lease Plan
6.	The Scott Lease
7.	The Scott Lease Title Plan
8.	Lease dated 31 July 1989
9.	Lease dated 19 February 1990
10.	Lease dated 3 June 1991
11.	Lease dated 29 July 1991
12.	Lease dated 8 May 2000
13.	Search of the Index Map
14.	Local Authority Search
15.	Water and Drainage Search
16.	ChancelCheck
17.	Highways Search
18.	Desktop Environmental Search
19.	Utility Searches
20.	Our additional enquiries to You