

---

**REPORT ON TITLE**

**to**

**Florence Gardens, (Chiswick) W4 3JX**

**for**

**London Borough of Hounslow**

---



**30 Finsbury Circus  
London  
EC2M 7DT  
Ref: OG/LBH2.73**

## CONTENTS

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

## 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 at Florence Gardens, (Chiswick) W4 3JX. 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) **1950 Lease** means the lease dated 30<sup>th</sup> October 1950 of an electricity substation made between (1) The Mayor Aldermen and Burgesses of the Borough of Brentford and Chiswick and (2) The Southern Electricity Board (**Appendix 5**).
  - (b) **1951 Conveyance** means the conveyance dated 16<sup>th</sup> January 1951 made between (1) The Mayor Aldermen and Burgesses of the Borough of Brentford and Chiswick and (2) The County Council of the Administrative County of Middlesex (**Appendix 4**).
  - (c) **Estate** means the whole of the land comprised in the registered title MX194386 shown edged red on the title plan at **Appendix 3**.
  - (d) **Excluded Land** means those parts of the Estate which have been transferred out of Your ownership, shown edged green on **Appendix 3**
  - (e) **Property** means garages at Florence Gardens, (Chiswick) W4 3JX as shown edged red on the Plan You provided at **Appendix 1** being the part of the Estate (defined below)
  - (f) **Sample Leases** means the following leases over the Estate:
    - (i) A lease dated 24<sup>th</sup> September 1963 of 27 St. Thomas' Road (land coloured pink on plan attached to the lease) made between (1) You and (2) Archie Russell and Phyllis Noran Annie Russell (a copy of which is attached at **Appendix 6**) (**1963 Lease**).

- (ii) A lease dated 1<sup>st</sup> June 1987 of 65 Montgomery Court, St Thomas' Road, W4 made between (1) You and (2) Queenie Harriet Mates (a copy of which is attached at **Appendix 7**);
- (iii) A lease dated 4<sup>th</sup> September 1989 of 25 Fauconberg (Ground and First Floor Flat Garden Ground) (land coloured yellow and hatched black on the plan attached to it) made between (1) You and (2) Thomas Bourke and Marie E Bourke (a copy of which is attached at **Appendix 8**) (**1989 Lease**)
- (iv) A lease dated 8<sup>th</sup> October 1990 of 75 Montgomery Court, St Thomas Road, Chiswick (First Floor Flat) (shown coloured yellow and hatched black on the plan attached to it) made between (1) You and (2) Elizabeth Mary Boxford (a copy of attached at **Appendix 9**) (**1990 Lease**)
- (v) A lease dated 2<sup>nd</sup> September 1991 of 81 Montgomery Court, Chiswick (Second Floor Flat) (shown coloured yellow and hatched black on the plan attached to it) made between (1) You and (2) Shirley Ann Wakeling (a copy of attached at **Appendix 10**) (**1991 Lease**)
- (vi) a lease dated 3<sup>rd</sup> October 1994 of 52 St. Thomas Road (Ground Floor Flat) Store Number 54 (land shown coloured yellow and hatched black on the plan attached to the lease) made between (1) You and (2) Kathleen Feegrade (a copy of which is attached at **Appendix 11**) (**1994 Lease**)
- (vii) a lease dated 17<sup>th</sup> May 1999 of 32 Fauconberg Court, Fauconberg Road, Chiswick (land shown coloured yellow and hatched black on the plan attached to the lease) made between (1) You and (2) Brenda Ohene and Yaw Ohene-Abuakwa (a copy of which is attached at **Appendix 12**) (**1999 Lease**)
- (viii) a lease dated 3<sup>rd</sup> September 2001 of 14 Montgomery Court, St Thomas Road, Chiswick (land shown coloured on the plan attached to the lease) made between (1) You and (2) Leticia Brown (a copy of which is attached at **Appendix 13**) (**2001 Lease**)
- (ix) a lease dated 28<sup>th</sup> April 2003 of 62 St. Thomas Road, Chiswick, London W4 3LD (land shown coloured yellow and hatched black on the plan attached to the lease) made between (1) You and (2) Phillip Romain (a copy of which is attached at **Appendix 14**) (**2003 Lease**)
- (x) a lease dated 2<sup>nd</sup> March 2015 of 62 Montgomery Court, St Thomas Road, Chiswick, W4 3LF (land shown coloured [] on the plan attached to the lease) made between (1) You and (2) Mr Aras Namiq Sideek and Mrs Shara Sideek (a copy of which is attached at **Appendix 15**) (**2015 Lease**)

- (xi) a lease dated 15<sup>th</sup> August 2016 of 3 Florence Gardens, Chiswick (the land shown coloured yellow edged red on the plan attached to the lease) made between (1) You and (2) Ahmed Suleiman Abdullahi **Appendix 16 (2016 Lease)**

(g) **You** means The Mayor and Burgesses of the London Borough of Hounslow

(h) **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 7.3**);
- (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 7.8**);
- (c) a prospective purchaser/developer may require indemnity insurance against the possibility of enforcement of certain rights of way relating to unidentified passageways on the Estate (**paragraph 7.9**);
- (d) a prospective purchaser/developer will need to consider the location of the substation and whether the access rights reserved for the benefit of it will hinder or restrict development. Consent may also be required from Scottish and Southern Electricity before carrying out works within the area of the substation (**paragraph 8.1**); and
- (e) a prospective purchaser/developer will need to consider the location of the Scottish and Southern Electricity low voltage line which either runs along or just inside the boundary of the Property (**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 MX194386 with absolute freehold title which is the

best class of title available. A copy of the Land Registry's official copies dated 18 September 2019 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 The Title Registers do not refer to any rights benefiting the Property. If You do not consider this the case please let Us know.

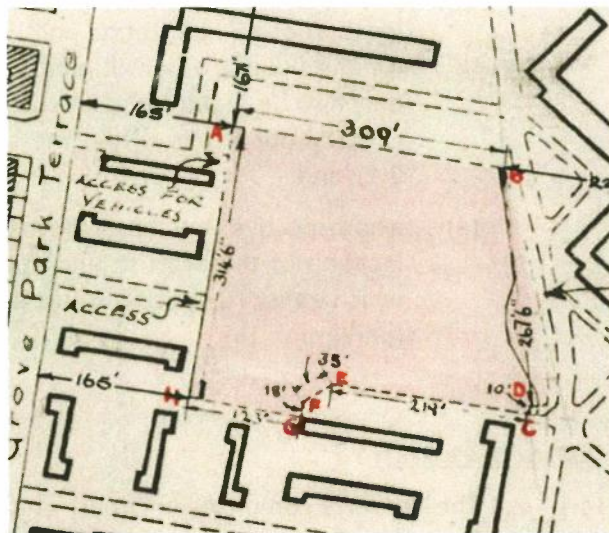
**7. RIGHTS ADVERSELY AFFECTING THE PROPERTY**

7.1 The land shown tinted pink (the 'Pink Land') on the title plan (**Appendix 3**) is subject to rights of the Southern Railways Company to use as an access for the purpose of inspecting, maintaining, repairing, renewing, rebuilding the Grove Park Bridge. Given the distance between the Property and the Pink Land, We think it unlikely that any prospective purchaser/developer would be concerned about these rights.

7.2 The 1956 Conveyance reserves the following rights for the benefit of the land shown coloured pink on the plan attached to the conveyance (**Appendix 4**):

- (a) a right of way over the roads indicated by the broken lines on the plan attached to the conveyance (**Appendix 4**) (the 'Access Roads'). This right of way is restricted to vehicles only along the access road to the Property (see image below), which runs along the eastern boundary of the Property.

**Our Comment: A prospective purchaser/developer would need to ensure that this right is not interfered with during the use and/or development of the Property. It would need to be taken into consideration when planning any scheme.**



- (b) a right to connect to and use services constructed under any of the Access Roads.

**Our Comment: A prospective purchaser/developer would need to ensure that there is no interruption to such services running through the road abutting the Property, as a result of their development.**

- 7.3 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 been granted pursuant to the Right to Buy provisions without checking them all.
- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 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.
  - (b) 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

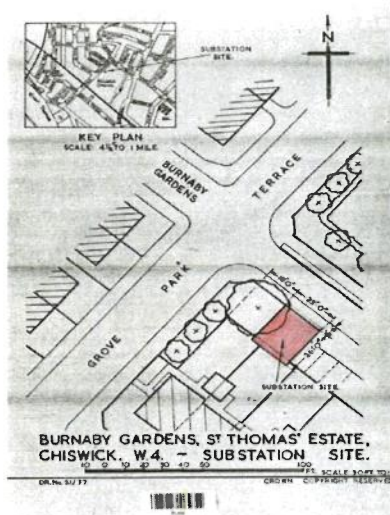
required to assess if it's a viable route. In deciding whether to exercise such powers You should not be considering the benefit in connection with the potential sale but, broadly, You would be entitled to take into account the benefit of the potential development.

- 7.8 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.
- 7.9 The Land Registry states that the Estate passageways, accessways, roads and footpaths are subject to rights of way but no further details are given. Again, a prospective purchaser/developer may require indemnity insurance against the possibility of these rights being enforced by a third party given that it is not clear whether the Property is burdened by these rights.
- 7.10 The Land Registry states that the communal gardens and paths in Fauconberg Court are subject to rights of user. Given the Property is not within Fauconberg Court or the immediate area this should not be of concern to a prospective buyer/developer.
- 7.11 We have listed above the adverse rights that are referred to on the Title Registers. 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 prior to exchange of contracts 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. If You would like any further clarification on this point please let us know.

## **8. LEASE TO WHICH THE PROPERTY IS SUBJECT**

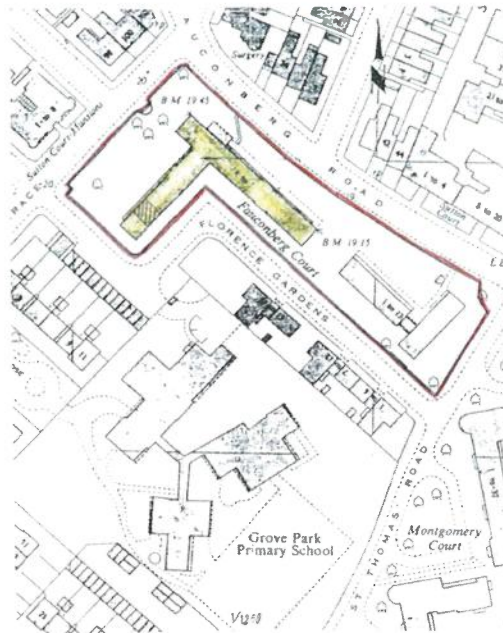
- 8.1 The 1950 Lease reserves rights of access with or without vehicles and animals of a new road, the name of which has been left blank. However, we interpret this to be Florence Gardens. The 1950 Lease is of the land shown pink on the plan attached to it (see image below) (the 'Substation'). The Substation adjoins the Property's western boundary (see image taken from 'Street View' from Google Maps also below). A prospective purchaser/developer would need to ensure that it does not interrupt this right. In addition, it may need to liaise with the Southern Electricity Board prior to carrying out works at the western boundary of the Property to ensure that it does not disrupt, damage or adversely affect the Substation. There is also a right reserved over Florence Gardens to excavate and lay, maintain, inspect, repair or renew the electric cables, ducts and other apparatus required from time to time.





Again, a prospective purchaser/developer would need to ensure this right is not interrupted and consider the potential impact of such works being carried out adjacent on its intended/future use.

- 8.2 The Estate is subject to a total of 61 registered leases. They are all residential leases, apart from the 1950 Lease of the Substation.
- 8.3 The rights granted in the 2015 Lease are said to be over the area edged blue on the plan attached to the 2015 Lease. Unfortunately the colour plan available at the Land Registry is very unclear. We have assumed for the purpose of this summary that the land edged blue includes the Property.
- 8.4 We have reviewed the Sample Leases and below list the different rights which have been granted to the tenants of the Sample Leases which burden the Estate. Please note the rights of way vary between the leases:
  - (a) The free and uninterrupted passage and running of services through the service media under the Estate  
**Our Comment: A prospective buyer/developed will need to ensure that there is no interruption to such services (running through service media of the Property) as a result of their development.**
  - (b) The 1989 Lease reserves various rights over the land shown edged red below, which the Property does not form part. Therefore We have not summarised these rights.



**Our Comment:** Given the rights reserved are not over the Property but limited to the area shown edged red on the plan above, a prospective purchaser/developer is unlikely to care about these rights.

- (c) 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 Sample Lease was granted the occupier of the relevant flat was using any part of the Estate, 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.

- (d) The right to pass and repass over and along all parts of the Estate as afford access to the relevant flat for the purpose of access and egress from the relevant flat

**Our Comment:** You need to ensure that, if any tenants are using any part of the Property for the purpose of accessing their relevant flat, you preserve these rights. From an aerial view of the Property, it does not appear to be an issue but please let us know if this is not the case.

- (e) The right to use recreation areas and garden areas comprised in the Estate.

**Our Comment:** it does not appear that the Property itself is a recreation area or garden and so accordingly this should not be a problem to a prospective buyer/developer.

- (f) The right to use part of the Estate coloured green on the relevant plan, for the purpose of drying clothes.

**Our Comment:** it does not appear that the Property itself is designated as an area for the purpose of drying clothes and so accordingly should not be a problem to a prospective buyer/developer

- (g) The right to use the area shown coloured blue on the relevant plan for keeping in one closed receptacle to be provided by the tenant.

**Our Comment:** it does not appear that the Property itself is designated as an area for the purpose of drying clothes and so accordingly should not be a problem to a prospective buyer/developer.

- (h) The right at all reasonable times (except in case of emergency) to enter into and upon other parts of the estate as necessary to comply with tenant's obligations under the Sample Leases, causing as little disturbance as possible and making good any damage caused.

**Our Comment:** we cannot 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.

- (i) The right to connect a TV set in the relevant flat 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. However, given the location of the Property this should not be an issue.

- (j) Lease 2001 and Lease 2015 has a right to use any lift in the building which accesses the relevant flat. As the Property is not part of the same building, a prospective purchaser/developer will not care about this right.

- (k) Lease 2015 and Lease 2016 has the following rights not present in the other Sample Leases:

- a. The right to park or permit any vehicle to be parked within the Estate which can only be parked in a space designated by You.

**Our Comment:** A prospective purchaser/developer will want to ensure that the tenant has not been granted a right to park on the Property. The aerial and "street view" of the Property does not indicate any parking is currently ongoing. Please let us know if You have granted such a right to anyone.

- b. The right to use the laundry room in the building for washing clothes and linen; and

- c. The right to use the refuse chute on the landing of the building adjacent to the entrance of the flat.

**Our Comment: a prospective purchaser/developer will not be concerned with these two rights as they relate to a building which is on the other side of the Estate.**

- (l) The 1990 and 1991 Lease grants rights over the land shown edged red on the plans attached to each lease. This does not include the Property and so we have not considered the rights reserved pursuant to the these leases.

**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 17.**

**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 St. Michael, Chiswick 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 18<sup>th</sup> September 2019. A copy of the search results are attached at **Appendix 18.**

- 11.5 Florence Gardens 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 Property is not subject to any recorded planning permissions.
- 11.7 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/developer from developing the land. Please let us know if you are aware of anyone using the Property for any purpose.

**12. DRAINAGE AND WATER ENQUIRIES**

- 12.1 Attached at **Appendix 19** are the replies to the Drainage and Water enquiries given by the relevant water company. These are dated 4<sup>th</sup> September 2019. Please note the following:
- (a) The replies indicate that there is no public foul water sewer near/within the boundaries of the Property.
  - (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 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.
- 13.2 The chancel repair search was provided by ChancelCheck on 2<sup>nd</sup> September 2019, and is attached at **Appendix 20**. The search was clear.

**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 21** is the highways search provided by the Highways Authority on 23<sup>rd</sup> 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 may prepare an 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 22** a desktop search in relation to the Property, provided on 2<sup>nd</sup> 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 23** 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 Florence Gardens.
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 results indicates there is no apparatus falling within the boundary or immediately within the vicinity of the Property.
Scottish and Southern Electric	27/09/2019	The search result indicates there is a high voltage main which connects into the substation adjacent to the Property. This main does not cross into the boundary of

		the Property. There is a low voltage main which runs either along, or just inside the north-eastern boundary of the Property.
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 that no apparatus falls within the boundaries of the Property.

**17. REPLIES TO PRE-CONTRACT ENQUIRIES**

- 17.1 We attach at **Appendix 24** 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 MX194386
3.	Official Land Registry copy of title plan for Title MX194386
4.	Conveyance dated 16 <sup>th</sup> January 1951
5.	Lease dated 30 <sup>th</sup> October 1950
6.	Lease dated 26 <sup>th</sup> August 1963
7.	Lease dated 1 <sup>st</sup> June 1987
8.	Lease dated 4 <sup>th</sup> September 1989
9.	Lease dated 8 <sup>th</sup> October 1990
10.	Lease dated 2 <sup>nd</sup> September 1991
11.	Lease dated 3 <sup>rd</sup> October 1994
12.	Lease dated 17 <sup>th</sup> May 1999
13.	Lease dated 3 <sup>rd</sup> September 2001
14.	Lease dated 28 <sup>th</sup> April 2003
15.	Lease dated 2 <sup>nd</sup> March 2015
16.	Lease dated 15 <sup>th</sup> August 2016
17.	Index map search
18.	Local search results
19.	Drainage and water search
20.	Chancel repair search
21.	Highways search

22. Environmental search
23. Utilities search
24. Replies to basic enquiries