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**REPORT ON TITLE**

**in relation to**

**GARAGE BLOCKS AT 1-18 SWANN COURT, 18  
SOUTH STREET, ISLEWORTH, TW7 7AN**

**for**

**LONDON BOROUGH OF HOUNSLOW**

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**30 Finsbury Circus  
London  
EC2M 7DT  
Ref: GXD/NAT/LBH2.6**

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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 Grant Duranti (020 7880 4355) and Neil Toner (020 7065 1823).
- 1.2 We have prepared this Report for London Borough of Hounslow in connection with their review of the Property known as the garage block at the rear of Swann Court. 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



.....  
Dated

2. **DEFINITIONS**

- 2.1 In this Report We use a number of words to mean very particular things
- (a) **You** means London Borough of Hounslow.
  - (b) **We** means Devonshires solicitors.
  - (c) **Property** means the garage block at the rear of 1-18 Swann Court, 18 South Street, Isleworth, TW7 7AN, being the part of the property registered at the Land Registry under Title Number MX420628 (edged red on the plan at **Appendix 1**).
  - (d) **Building** means the building adjoining the Property in which the residential units are situate and which is shown shaded yellow on the plans at **Appendix 2**

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) It would appear that the eastern boundary of the Property is very close to the eastern boundary of title number MX420628 but it is does not come right to the edge. That will mean there is a sliver of land left in the title if You were to transfer the Property (see Section 4.3);
  - (b) There is a right for the owner of the land adjoining part of the Property to lay and maintain a storm drain beneath the Property (see Section 7.1);

- (c) There is a right of way along one side of the Property (see Section 7.1 – 7.5);
- (d) Leaseholders have certain rights which will need to be factored into any development (see Section 8.2);
- (e) Third parties may be parking at the Property without a right to do so (see Section 8.7);
- (f) The Property has a potential chancel repair liability (see Section 14); and
- (g) We are checking (with the highways authority) the implications of the part of the Property being identified as an “unadopted private” area (see Section 15.3).

#### 4. EXTENT OF PROPERTY

- 4.1 The Property comprises only part of an existing Registered Title and therefore a new plan has been drawn up showing the Property edged red. This is attached at **Appendix 1**. Please check that this plan accurately reflects the extent of the Property that You are reviewing.
- 4.2 Any sale would therefore be a ‘sale of part’ and consideration would need to be given as to whether any rights over or for the benefit of the remaining land in the Title needed to be allowed for on any such sale.
- 4.3 It would appear that the eastern boundary of the Property is very close to the eastern boundary of title number MX420628 but it does not come right to the edge (the discrepancy is shown on the plan at **Appendix 3**). That will mean there is a sliver of land left in the title if You were to transfer the Property. You have confirmed that the boundary of the Property should come to the boundary of the title, and so You should amend the plan prior to marketing the Property to ensure that You are not left with land which you do not wish to retain.

#### 5. TITLE

- 5.1 Title to the Property is freehold and is registered at the Land Registry under Title Number MX420628 with absolute freehold title which is the best class of title available. A copy of the Land Registry's official copies dated 1 March 2019 is annexed at **Appendix 4**.
- 5.2 You are the registered owner of the Property.

#### 6. TITLE MATTERS BENEFITING THE PROPERTY

- 6.1 The Title Registers do not refer to any rights benefiting the Property. If You believe the Property would need the benefit of any rights, whether during or after development, please let Us know.

#### 7. RIGHTS ADVERSELY AFFECTING THE PROPERTY

- 7.1 **Entry C1:** A transfer dated 28 November 1960 (attached at **Appendix 5**) reserves the following rights over the landed tinted blue on the title plan (attached at **Appendix 4**) to The County Council of the Administrative County of Middlesex and the owner of the land adjoining the land tinted blue:

- (a) The right to lay and maintain a storm water drain, and to run water through it;
- (b) The right to enter that area and break the surface for the purpose of laying, relaying, repairing, maintaining or removing the storm water drain;

Subject to causing as little damage as possible, and restoring the area to its former condition, and

- (c) The right to pass over the area on foot for all purposes.

7.2 The landed tinted blue appears to lie partly within the Property.

7.3 The land adjoining the land tinted blue appears to comprise three titles:

- (a) A leasehold title held by Fusion Lifestyle (see **Appendix 6**);
- (b) A leasehold title held by Frederick Hilton, Paul Andrew Turner, Christopher Terence Harrison, Roy Alan Heaps, Carole Joy Pielichaty, Arthur James Spiking and Anna Lesley Brooker being the trustees of the Charity known as Isleworth Blue School (see **Appendix 7**); and
- (c) A freehold title held by The Official Custodian for Charities on behalf of Isleworth Blue School Educational Foundation (see **Appendix 8**)

7.4 The leases at 7.2(a) and 7.2(b) above appear to have been granted by You but do not appear to have been granted out of a registered freehold title.

7.5 Neither of the titles at 7.2(a) and 7.2(b) have the rights referred to in paragraph 7.1 registered, although it does appear on the register for the title at 7.2(c). The proprietor of that title, The Official Custodian for Charities on behalf of Isleworth Blue School Educational Foundation, has the benefit of the right.

7.6 It is likely that anyone developing the Property would need to design their development so as to accommodate the rights referred to in paragraph 7.1.

7.7 **Entry C2:** A transfer dated 30 May 1972 grants the following rights to the Royal British Legion and its successors in title of adjoining land to the west of the freehold title on which the Property is situate:

- (a) To pass with or without vehicles over the road tinted brown on the title plan (**Appendix 4**);
- (b) To lay, connect or extend gas, water, electricity, telephone and other services over or under the land hatched blue on the title plan (**Appendix 4**); and
- (c) To use all sewers, drains, watercourses, wires, cables and other services laid or passing under along or over Upper Square and North Street and any neighbouring or adjoining property of the vendors (being You).

7.8 The rights referred to in paragraph 7.7 do not appear to affect the Property and so should not concern a potential buyer.

- 7.9 The owner of the land edged green on the title plan at **Appendix 4** has the right to enter any land which adjoins that land and which is owned by You for the purpose of developing, repairing and maintaining the area edged green. As this is some distance from the Property and unlikely to be of concern to a potential purchaser / developer, we have not reviewed this in detail.
- 7.10 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 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.

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

- 8.1 The freehold title is subject to numerous leases, being residential units in the block of flats adjoining the Property. As there are twelve registered leases, we have reviewed a sample of five. The leases we have reviewed are attached at **Appendices 9 – 20**.
- 8.2 The leases are not all in the same form but broadly they grant the following rights over the freehold title:
- (a) To pass and repass over the landlord's title to access and exit the Building;
  - (b) To pass and run water soil gas and electricity through the sewers drains watercourses cables pipes and wires which are or may be in under or passing through the landlord's title;
  - (c) To enter onto the landlord's title for the purpose of complying with the tenant's obligations in the lease;
  - (d) To use any recreation area and gardens on the landlord's title;
  - (e) To use the area shaded blue on the plans at **Appendix 2** for the purpose of keeping refuse;
  - (f) one has the right to use a storage unit beside the bin store (shown hatched black and marked "store no. 2" on the plan at the final page of **Appendix 15**) and one has a bin store adjoining the Property (marked "store no. 15" on the plan at **Appendix 12**);
  - (g) To use the area shaded green on the plans at **Appendix 2** for the purpose of drying clothes;
  - (h) To use the refuse chute on the landing of the Building adjacent to the entrance to the flat (but which is not shown on the plan);
  - (i) To use the laundry room in the Building (if any);

- (j) To connect to any television aerial erected by You (though you are not obliged to erect one);

- 8.3 The rights at (a) – (c) above are not defined by reference to specific areas on the landlord's title (save for the lease at Appendix 13 which grants the right to pass over a defined route, shaded brown on the plan in the lease, between the flats and the bin store but which does not pass over the Property). Provided that any potential development of the Property does not make the rights less easy to exercise, we do not see that they would impede development per se.
- 8.4 The right at (d) is not defined by reference to the plan, but there does appear to be a garden and recreation area at the front of the Building - although not on the Property. With this in mind, provided that any potential development of the Property does not prevent the tenants from using the garden and recreation area, we do not see that this would impede development.
- 8.5 The rights at (e) and (f) do not appear to affect the Property, save for that it is probable that the wall of the refuse store and storage unit adjoins the Property. Any prospective purchaser / developer will need to ensure that this structure is not affected by their development.
- 8.6 The right at (g) – (i) do not appear to affect the Property.
- 8.7 The leases provide that if a designated parking area is shown on the plan, the tenant has a right to park in that area. The lease at Appendix 12 provides a right to park in the land shaded brown on the lease plan on the final page of that lease, but these areas are beside, not on, the Property. Google Street View shows three cars parked on the Property – it is not clear on what authority the cars are parked.
- 8.8 You do have the right to develop any part of the freehold title, other than the residential flats, notwithstanding infringement of any right to light or air enjoyed by the tenants. However, this does not extend to infringing or altering the rights set out at 8.2.

## 9. OTHER MATTERS REFERRED TO IN THE REGISTERED TITLES

- 9.1 The following restriction appears on the register:  
*Except under an Order of the Registrar no disposition by the proprietor of the land is to be registered unless made in accordance with the Housing Act 1957, or some other Act or Authority.*
- 9.2 All dispositions by Local Authorities are made pursuant to an act or authority and this is not a particularly unusual entry on a local authority title. Clearly the correct statutory authority for this disposal programme will need to be identified.

## 10. INDEX MAP SEARCH

- 10.1 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 21.

**11. DESIGNATED PROTECTION AREA**

- 11.1 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 in such areas 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.
- 11.2 We believe the Property falls within the parish of Isleworth, which is not located in a designated protected area.
- 11.3 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.

**12. LOCAL AUTHORITY SEARCH AND ENQUIRIES**

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 The information in this section is based on the search results provided to us on 1 March 2019. A copy of the search results are attached at **Appendix 22**.
- 12.5 The Property is not subject to any recorded planning permissions.
- 12.6 Your Building Control department has confirmed by email (at **Appendix 23**) that it holds no records in relation to building control.
- 12.7 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 Your ability to use or develop the land. Please let us know if You are aware of anyone using the Property for any purpose.

**13. DRAINAGE AND WATER ENQUIRIES**

- 13.1 Attached at **Appendix 24** are the replies to the Drainage and Water enquiries given by the relevant water company. These are dated 18 February 2019. Please note the following:



- (a) The replies indicate that there is a public sewer, disposal main or lateral drain near to the boundaries of the Property. Given the proximity of water infrastructure (as shown on the plans contained within the search result) we doubt this would overly concern a prospective purchaser.
- (b) The replies do not confirm that the Property is connected to the mains water supply and / or foul surface water drainage. A prospective purchaser would want to check to ensure that a suitable connection will be possible. We would have thought this unlikely to overly concern a prospective purchaser given the location of the Property in a built up area.

**14. CHANCEL REPAIR SEARCH**

- 14.1 The chancel repair search was provided by ChancelCheck on 18 February 2019, and is attached at **Appendix 25**. The search revealed that the Property is within the historical boundary of a parish which continues to have a potential chancel repair liability.
- 14.2 As from 13 October 2013, chancel repair liability will no longer be capable of taking effect 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.
- 14.3 Therefore, whilst We can confirm that the register entries supplied by the Seller’s solicitors do not note chancel repair liability, a notice could potentially be entered by an interested party before You become registered owner. Although this may be a relatively short period of time and therefore a potentially small risk, a prospective purchaser / developer is likely to require a legal indemnity insurance policy to be put in place prior to exchange of contracts at your expense. 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. Such policies would usually be paid for by the Purchaser.

**15. HIGHWAYS AUTHORITY SEARCH**

- 15.1 It is important to establish that the Property directly abuts the adopted highway so that anyone who develops the Property can bring services in to the Property, and so that they can gain access to the Property directly from the adopted highway without passing over any third party land.
- 15.2 Attached at **Appendix 26** is the highways search provided by the Highways Authority on 6 March 2019.
- 15.3 The plan provided by the Highways Authority appears to us to indicate that the Property directly abuts the highway. However, the Property is designated as “unadopted private” and we are checking the precise implication of this designation. At the date of this Report, this matter remains outstanding.

- 15.4 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). If You are in any doubt, please let us know.

**16. ENVIRONMENTAL SEARCH**

- 16.1 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.
- 16.2 We attach at **Appendix 27** a desktop search in relation to the Property, provided on 18 February 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.
- 16.3 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.
- No significant contaminant linkage has been identified and any liabilities from contaminated land are unlikely.*
- The Property is considered to be at minimal or no risk of flooding;*
- The Property is not considered to be within a radon affected area.*
- One or more environmental constraints have been identified within 250m of the Property.*
- 16.4 We would draw Your attention to the environmental constraints, being the proximity of a Marine Conservation Zone (Thames Estuary) and a World Heritage Site (Royal Botanic Gardens, Kew) on page 35 of the search result.
- 16.5 We would not expect a purchaser to be overly concerned with these results.

**17. UTILITY SEARCHES**

- 17.1 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 You will be entitled to relocate it or build over it.
- 17.2 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 Your development but are to ascertain whether they have service media that may be impacted by Your

development. As to new connections and capacity, You should speak to Your technical consultants.

- 17.3 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. You should discuss the various risks with Your technical consultants.
- 17.4 Below is a list of the searches We have undertaken (the searches are attached at **Appendix 28**).

<b>Type</b>	<b>Date</b>	<b>Our Preliminary Assessment (<i>which You should have confirmed by Your technical consultants prior to exchange</i>)</b>
Cadent Gas (Gas)	22 February 2019	The search result includes a plan showing the location of infrastructure within the vicinity of the Property
Environment Agency (Environmental)	21 February 2019	The Environment Agency has not made a specific search of its records. You may need an environmental permit if you intend to carry out work in, under, over or near to a main river flood or sea defence.
ESP Utilities Group (Gas, Electric)	22 February 2019	The search result includes a plan showing the location of infrastructure within the vicinity of the Property
BT Openreach (Telecom)	15 March 2019	The search result includes a plan showing the location of infrastructure within the boundaries of the Property
Scottish and Southern Electricity (Electric)	15 March 2019	The search result includes a plan showing the location of infrastructure within the vicinity of the Property
Sky Telecommunications Services (Telecom)	20 February 2019	The search result includes a plan showing the location of infrastructure within the vicinity of the Property
Transport for London (Highways)	26 February 2019	The search result includes a plan showing the location of infrastructure within the vicinity of the Property
Utility Assets (Electric)	19 February 2019	Utility Assets have advised that they will only respond in the event that they own plant in the vicinity of the

		Property. No response has been received.
Virgin Media (Telecom)	20 February 2019	The search result includes a plan showing the location of infrastructure within the vicinity of the Property
Vodafone (Telecom)	6 March 2019	The search result includes a plan showing the location of infrastructure within the vicinity of the Property
C.A. Telecom UK Limited (Telecom)	27 February 2019	The search result indicates that there is no infrastructure within the vicinity of the Property
Landmark Information Group (Environmental)	15 March 2019	The search result indicates that there is no infrastructure within the vicinity of the Property
Energetics UK (Gas, Electric)	1 March 2019	The search result indicates that there is no infrastructure within the vicinity of the Property
GTC UK (Telecom, Gas, Electric, Water)	19 February 2019	The search result indicates that there is no infrastructure within the vicinity of the Property
Vtesse (Telecom)	27 February 2019	The search result indicates that there is no infrastructure within the vicinity of the Property
CenturyLink Communications UK Limited (Telecom)	22 February 2019	The search result indicates that there is no infrastructure within the vicinity of the Property
Global Crossing (UK) Ltd (Telecom)	22 February 2019	The search result indicates that there is no infrastructure within the vicinity of the Property
Global Crossing PEC (Telecom)	22 February 2019	The search result indicates that there is no infrastructure within the vicinity of the Property
Fibernet UK Ltd (Telecom)	22 February 2019	The search result indicates that there is no infrastructure within the vicinity of the Property
Fiberspan Ltd (Telecom)	22 February 2019	The search result indicates that there is no infrastructure within the vicinity of the Property

London Underground Power Distribution (Electric)	20 February 2019	The search result indicates that there is no infrastructure within the vicinity of the Property
Network Rail (Highways)	19 February 2019	The search result indicates that there is no infrastructure within the vicinity of the Property
Interoute (Telecom)	20 February 2019	The search result indicates that there is no infrastructure within the vicinity of the Property
Trafficmaster (Highways)	19 February 2019	The search result indicates that there is no infrastructure within the vicinity of the Property
Verizon (Telecom)	19 February 2019	The search result indicates that there is no infrastructure within the vicinity of the Property

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

- 18.1 At **Appendix 29** we attach a series of questions about the Property and the answers We have received from You.
- 18.2 The answers indicate that:
- (a) (question 4) the leases at **Appendices 9 – 20** were granted by You, but you have stated that You do not know who occupies the block of flats; and
  - (b) (questions 6 – 8 and 15) third parties may be parking vehicles on the site without a formal right to do so. This will likely cause a potential buyer a degree of concern. They will wish to know with certainty that those parking their cars will not object / dispute any termination of parking. You may wish to consider putting in place measures to prevent such parking now so that this is no longer a 'live issue' when you come to sell.

**19. BASIS OF AND RELIANCE UPON THIS REPORT**

- 19.1 The information contained in this Report is based upon:
- (a) Our examination of the documents of title and other documents and papers relating to the Property available from the Land Registry;
  - (b) The results of the searches which We have carried out in respect of the Property; and
  - (c) Your replies to enquiries.
- 19.2 We have not inspected the Property or raised enquiries with anyone in occupation of the Property (other than You through the enquiries at **Appendix 29**). We give no opinion in this Report on the capital or rental value of the Property, the financial status of the Seller 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.

- 19.3 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**

<b>Tab</b>	<b>Document</b>
1.	Site Location Plan
2.	Plan showing the location of the Building
3.	Plan showing the title discrepancy
4.	Official Copy of the Register and Plan - MX420628
5.	Transfer dated 28 November 1960
6.	Official Copy of the Register and Plan – AGL261321
7.	Official Copy of the Register and Plan – AGL248974
8.	Official Copy of the Register and Plan – MX414052
9.	Residential lease dated 23 May 1988
10.	Residential lease dated 5 October 1988
11.	Residential lease dated 19 December 1988
12.	Residential lease dated 30 October 1989
13.	Residential lease dated 13 August 1990
14.	Residential lease dated 20 May 1991
15.	Residential lease dated 27 May 1991
16.	Residential lease dated 24 August 1992
17.	Residential lease dated 10 December 1999
18.	Residential lease dated 18 August 2003
19.	Residential lease dated 29 April 2013
20.	Residential lease dated 12 October 2015
21.	Search of the Index Map dated 1 March 2019
22.	Local Search dated 18 February 2019

23. Email from Council dated 6 March 2019
24. Drainage Search dated 18 February 2019
25. Chancel Repair Search dated 18 February 2019
26. Highways Search dated 6 March 2019
27. Environmental Search dated 18 February 2019
28. Utilities Search dated 15 March 2019
29. Replies to Enquiries dated 3 April 2019