
REPORT ON TITLE

in relation to

**Sites 2, 10 and 12 Silverhall Street, Isleworth and land
on the east side of Silverhall Street, Isleworth**

for

London Borough of Hounslow



**30 Finsbury Circus
London
EC2M 7DT
Ref: PXA/LBH2.10**

CONTENTS

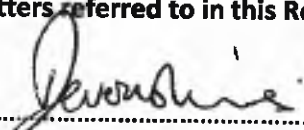
1.	INTRODUCTION, CONFIRMATION AND SIGNATURE.....	1
2.	DEFINITIONS.....	1
3.	EXECUTIVE SUMMARY	2
4.	EXTENT OF PROPERTY	2
5.	TITLE	3
6.	TITLE MATTERS BENEFITING THE PROPERTY	3
7.	RIGHTS ADVERSELY AFFECTING THE PROPERTY.....	5
8.	RESTRICTIVE COVENANTS IMPACTING THE PROPERTY	6
9.	LEASE TO WHICH THE PROPERTY IS SUBJECT.....	8
10.	OTHER MATTERS REFERRED TO IN THE REGISTERED TITLES	8
11.	INDEX MAP SEARCH	8
12.	DESIGNATED PROTECTION AREA	8
13.	LOCAL AUTHORITY SEARCH AND ENQUIRIES.....	9
14.	DRAINAGE AND WATER ENQUIRIES.....	9
15.	CHANCEL REPAIR SEARCH	10
16.	HIGHWAYS AUTHORITY SEARCH.....	10
17.	ENVIRONMENTAL SEARCH	11
18.	UTILITY SEARCHES.....	12
19.	REPLIES TO PRE-CONTRACT ENQUIRIES.....	14
20.	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 Peter Antoni (direct dial: 020 7880 4416).
- 1.2 We have prepared this Report for the London Borough of Hounslow in connection with their review of the property known as sites 2, 10 and 12 Silverhall Street, Isleworth and land on the east side of Silverhall Street, Isleworth. 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

..... 7 Nov 2019

Dated

2. DEFINITIONS

- 2.1 In this Report We use a number of words to mean very particular things
- (a) **Blue Land** means the land edged in green (for identification purposes only) on the plan at **Appendix 2** which forms part of title number NGL563934.
 - (b) **Excluded Land** is as defined in **paragraphs 7.1 and 7.7.**
 - (c) **Housing Act** is as defined in **paragraph 7.1.**
 - (d) **Property** means the Blue Land, Red Land and Yellow Land collectively.
 - (e) **Red Land** means the land edged in red (for identification purposes only) on the plan at **Appendix 2** which forms part of title number MX194499.
 - (f) **Right to Buy** is as defined in **paragraph 7.1.**
 - (g) **We** means Devonshires solicitors.
 - (h) **Yellow Land** means the land edged in yellow (for identification purposes only) on the plan at **Appendix 2** which is comprised in the whole of title number MX191554.
 - (i) **You** means the Mayor and Burgesses of the London Borough of Hounslow.
 - (j) **1907 Conveyance** is as defined in **paragraph 8.1.**
 - (k) **1985 Transfer** is as defined in **paragraph 6.2.**

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) the plan You provided us with at **Appendix 1** should be redrawn as:
 - (i) it is not Land Registry compliant as it does not have a north point and the red edging is quite thick and potentially encroaches onto neighbouring sites;
 - (ii) it currently appears to capture bits of an adopted footpath and adopted highway which we assume You do not intend to sell (please refer to our comments in **paragraph 16.3** below);
 - (b) in accordance with **paragraph 5.3** below, the Registered Proprietor of the Yellow Land is stated as being The Mayor Aldermen and Burgesses of the London Borough of Heston and Isleworth and We would suggest this be updated so that it is clear that all of the Property is within common ownership;
 - (c) As to **paragraphs 7.4 and 7.7** below, a prospective purchaser/developer may require indemnity insurance (at Your expense) in respect of the statutory rights and easements which may have been granted to the owners of the Excluded Land and which may therefore, potentially burden the Red Land and Blue Land;
 - (d) As to **paragraphs 8.1 (a) and (h)** below, a prospective purchaser/developer may require indemnity insurance (at Your cost) to be effected in respect of the risk of enforcement of certain covenants on the title;
 - (e) In accordance with **Section 15** below, a prospective purchaser/developer may require chancel repair liability insurance to be put in place given that the Property is in an area which may attract chancel repair liability;
 - (f) In accordance with **paragraphs 16.4 and 16.5** below, part of the Property is designated as "public amenity", "public footpath" and "public highway" which could have serious adverse impacts on the development potential of the Property.

4. EXTENT OF PROPERTY

- 4.1 You have supplied us with the plan in **Appendix 1**.
- 4.2 For Your convenience only, We have prepared a plan at **Appendix 2** which identifies three different areas forming part of the Property. It appears, from Your instructions that You only require us to review those titles which are comprised in these three areas. If this is not the case then please let us know.
- 4.3 The Property comprises part of two Registered Titles (titles MX194499 and NGL563934) and the whole of a third Registered Title (Title MX191554). A copy of each of these title plans is contained in

Appendices 3, 4 and 5 respectively. With respect to the plan You prepared at **Appendix 1**, please check:

- (a) that this plan accurately reflects the extent of the Property that You are reviewing; and
- (b) That there are no discrepancies between the boundaries shown edged red on the plan at **Appendix 1** and the physical boundaries 'on the ground'.

4.4 Note:

- (a) With respect to the Red Land, there is a small area of land on the opposite side of Hartland Road to the north (and which encroaches on Hartland Road itself) which is included in this title (although not intended to be sold). We suspect that this is land left over from an earlier plot sale.
- (b) The Blue Land forms part of Title NGL563934. The full extent of this title is edged in red on the plan at **Appendix 4**. The rest of the land appears to be a section of Hartland Road which We have assumed You are not intending to sell (given that Hartland Road is an adopted highway thereby limiting its development potential).

5. TITLE

- 5.1 Title to the Property is freehold and is registered at the Land Registry under Title Numbers MX194499, NGL563934 and MX191554 with absolute freehold title which is the best class of title available. A copy of the Land Registry's official copies dated 18 March 2019 is annexed at **Appendices 3, 4 and 5** respectively.
- 5.2 Save as listed at **paragraph 5.3** below, You are the registered owner of the Property, as We expected.
- 5.3 Note however that with respect to the Yellow Land, the registered owner is stated as being *The Mayor Aldermen and Burgesses of the Borough of Heston and Isleworth*. Please instruct us to contact the Land Registry to update this element of the Title. If You are not the statutory successor then please let us know ASAP.

6. TITLE MATTERS BENEFITING THE PROPERTY

RED LAND - TITLE MX194499

- 6.1 The land comprised in this title appears to be a small strip of landscaping, 5 car parking bays and 3 garages. This title benefits from rights of way over the passageway leading from the back of each site into Silverhall Street. This passageway appears to be on the other side of the Hartland Road and therefore has little intrinsic value to the Property.
- 6.2 By a transfer dated 28 January 1985 ("**1985 Transfer**") (a copy of which is annexed at **Appendix 6**), this Property benefits from the following rights:
 - (a) The right for Council (its agents and contractors) at all reasonable times to enter upon the property (being 2 & 12 Silverhall Street, Isleworth on the opposite side of Hartland Road) ("**the Burdened Property**") with or without workmen for the purpose of inspecting, repairing, cleansing or renewing the service media in or under over

or through the Burdened Property, the Council making good all damage caused or occasioned by the exercise of such right.

- (b) The right of free and uninterrupted passage and running of services through the cables, channels, drains and pipes in or under over or through the Burdened Property.
- (c) The right to rebuilt, reconstruct, build or otherwise develop any part of the Property in such manner as the Council shall think fit notwithstanding any interference thereby occasioned to the access of light or air to the Burdened Property. The owner of the Burdened Property is therefore not able to claim any damages for infringement of their potential rights to light or air once the Property is being developed.
- (d) The right to sell, lease or otherwise deal with the Property free from any restrictions as to the user thereof or otherwise as the Council may decide and the right to release the same.
- (e) Any right to the benefit of any covenants or other restrictions imposed by the Council on the sale of the Property.
- (f) All property and rights in pipes running through the Burdened Property are excepted and reserved to the Council with the right at all times upon first giving reasonable notice to the transferee (except in emergency) with or without workmen to enter the Burdened Property for the purpose of inspecting, maintaining, renewing, replacing or removing the aforesaid pipes.

BLUE LAND - Title NGL563934

6.3 Equivalent rights as to those referred to in **paragraph 6.1** above are also afforded for the benefit of this title.

6.4 A Transfer dated 2 December 1985 ("the **December 1985 Transfer**") the Property also benefits from the following rights:

- (a) So far as the Council can grant the same, free passage and running of water soil gas electricity and other services (in common with the Council and all other persons entitled thereto) by and through the service media in or under over or through the adjoining land of the Council (which appears to be the Red Land) with a right for the transferee on reasonable notice to enter upon the adjoining land for the purpose of repairing cleaning and maintaining the service media subject to the Transferee making good all damage caused or occasioned by the exercise of such right.
- (b) All other rights licences easements or quasi easements (as far as the Council can grant the same) as are at present appurtenant to the 'property'.
- (c) A right of way in common with the Council and all other persons thereto entitled over all the roads carriageways accessways and footpaths on the Silverhall Street Estate which have not been adopted.

YELLOW LAND - Title MX191554

- 6.5 Equivalent rights as those referred to in paragraph 6.1 above are also afforded for the benefit of this title.
- 6.6 If You believe the Property should benefit from any other rights then please let us know as this will be relevant to a prospective purchaser/ developer.

7. RIGHTS ADVERSELY AFFECTING THE PROPERTY

RED LAND - Title MX194499

- 7.1 Part of the title has been sold (which is edged and number in green on the plan at **Appendix 3**) (being NGL518891 and AGL121594) ("**Excluded Land**"). The transfer of the Excluded Land was made pursuant to Chapter 1 of Part 1 of the Housing Act 1980 ("the **Housing Act**") which took effect with the benefit of and subject to the easements and other rights prescribed in paragraph 2 of Schedule 2 of the Housing Act. Chapter 1 of Part 1 of the Housing Act confers rights on certain "qualifying tenants" to be able to acquire the reversionary freehold and leasehold interest of their property ("**Right to Buy**").
- 7.2 Whenever a conveyance of freehold land is made under a Right to Buy (which is the case in respect of the Excluded Land), the transfers will be deemed to include the benefit of certain rights and easements as set out in paragraph 2 of that schedule. Accordingly, to the extent that such rights exist, they may burden the Red Land. These rights apply even though they are not specifically identified. The rights would not apply if the specific transfer document contained provisions to the contrary. In the case of the Red Land, it benefits from a right to redevelop the property notwithstanding the interference with light or air occasioned to the owner of the Excluded Land. Accordingly, the statutory right to light which would have been granted to the owner of the Excluded Land does not apply.
- 7.3 Therefore, the rights imposed by the Housing Act which we think would be relevant to a prospective purchaser/ developer (and which haven't been extinguished by anything contrary in the 1985 Transfer) are:
- (a) The right of support;
 - (b) Rights to use and maintain service media.
- If any proposed development is likely to infringe any of the above rights then a prospective purchaser/developer may require indemnity insurance. You should not approach the owners directly with queries as this would affect a purchaser's ability to obtain insurance.
- 7.4 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.

- 7.5 The rights which benefitted the Blue Land (referred to in **paragraphs 6.5 (a) – (c)**), burden the Red Land.

BLUE LAND - Title NGL563934

- 7.6 A small part of the land comprised in the Blue Land (edged and numbered in green on the title plan at **Appendix 4**) was transferred out and no longer forms part of this title (also referred to in this Report as the “**Excluded Land**”). This transfer was also made pursuant to Chapter 1 of Part 1 of the Housing Act and, in accordance with **paragraphs 7.1-7.5** above, this title may be burdened by statutory rights which may have been granted to the transferee. Please refer to our comments in **paragraphs 7.1-7.5** above about how these rights may burden the Blue Land and the potential need for a prospective purchaser/ developer to take out insurance in this respect.
- 7.7 The rights granted for the benefit of the Red Land set out in **paragraph 6.2(a) – (f)** above, burden the Blue Land.
- 7.8 We have summarised all the adverse rights registered on title above. However, Title Registers may not include all adverse rights to which the Property is subject. It is possible for third parties to acquire rights against a Property in a number of ways that do not require them to be registered at the Land Registry. It is therefore important that You inspect the Property 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.

8. RESTRICTIVE COVENANTS IMPACTING THE PROPERTY

- 8.1 The **Blue Land** is subject to the following restrictive covenants imposed by a conveyance dated 7 January 1907 made between Louise Hazlewood and other and (2) Jane Thacker (“**1907 Conveyance**”). We have asked the Land Registry for a copy of the 1907 Conveyance however it is not available. Our comments on each covenant are in bold and square brackets:
- (a) *The Purchaser shall forthwith make and forever hereafter maintain on each and every side of the said land good substantial boundary fences or walls of such design and height as the Vendors or their Surveyor may approve of [this doesn't necessarily seem too prohibitive although, having to seek the Vendor's prior consent might be. Given the identity of the Vendor is unable to be verified (as the transfer is not able to be located) a prospective*

purchaser/developer may want to effect an insurance policy in respect of the potential enforcement of this covenant];

- (b) *No hoarding erection or fence on the said land shall be constructed or used as an advertising station not relating to the selling or letting of the said land or any part thereof [This would appear problematic as a developer of the Property will likely erect hoarding as part of their development works. A purchaser may therefore want to obtain indemnity insurance against this restrictive covenant. Given the age of this covenant (1907), it is unlikely to be an expensive policy];*
- (c) *No messuage or building shall be erected on the said land except private dwellinghouses with or without suitable outbuildings stables gardens or pleasure grounds attached thereto and no building erected thereon shall at any time be used except for the purpose aforesaid. No flats maisonettes or tenement houses shall be erected thereon nor shall any houses be used as such. No house fronting North Street shall be erected on the said piece of land which shall cost in erection with its outbuildings less than £250 and have less than 18 feet of frontage to North Street and no house erected on any other part of said piece of land shall cost in erection with its outbuildings less than £200 or have less than 16 feet of frontage [This covenant places quite stringent requirements on what a prospective purchaser/ developer can do with the Blue Land. This is likely to limit the developability of the Blue Land even where the proposed development is residential in nature];*
- (d) *No trade manufacture or business whatsoever (except the profession of a Solicitor or Doctor) shall be carried on or permitted or suffered to be carried on upon the said land or any part thereof nor in or upon any building thereon [this is unlikely to be problematic if any proposed development is solely residential in nature];*
- (e) *Nothing shall be done or allowed to be done on the said land which shall be or tend to become a nuisance or annoyance disturbance damage or injury to the owners or occupiers of the adjoining property or any or either of them [this does not seem to be particularly problematic to us];*
- (f) *No temporary buildings of any kind shall at any time be erected on said land other than sheds and workshops to be used only for works incidental to the erection of permanent buildings thereon [this does not seem to be particularly problematic to us although presumably there is an intention to put a site office during construction which would be in breach];*
- (g) *No sand or gravel shall at any time be excavated or dug out of said land except for the purpose of laying the foundations of any house or buildings to be erected thereon or for use in erecting such buildings or the gardens or grounds thereof [this does not seem to be particularly problematic to us]; and*

- (h) *The plans and elevations of the proposed dwellinghouses shall be submitted for approval to Messrs Boyton Sons and Trevor or other the vendors Surveyors for the time being and a fee of 10/6d for each house shall be payable to such surveyors for their approval of such plans and inspection of the houses [this may be a problem given that we are unable to verify the identity of the vendor under this transfer. A prospective purchaser/ developer will likely want to obtain indemnity insurance in respect of the potential enforcement of this covenant].*

8.2 You may wish to consider appropriating the Blue 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.

8.3 The **Yellow Land** is also subject to the covenants set out in the 1907 Conveyance. We assume that the same restrictive covenants as those referred to in **paragraphs 8.1 (a)-(h)** above apply to the Yellow Land. Accordingly, our comments in **paragraphs 8.1 and 8.2** above also apply to the Yellow Land.

9. LEASE TO WHICH THE PROPERTY IS SUBJECT

There are no leases registered against the freehold title to the Property. Notwithstanding this, You should carefully inspect the Property to ensure that the Property is vacant.

10. OTHER MATTERS REFERRED TO IN THE REGISTERED TITLES

The **Yellow Land** is subject to a restriction which provides that no disposition can be made unless it is made in accordance with the *Housing (Temporary Accommodation) Act 1944* or some other Act or Authority. This Act was introduced as a response to the housing crisis which occurred shortly after the second World War. It is not likely to be relevant anymore so we contacted the Land Registry who confirmed that, once a purchaser makes an application to register their interest in the Property, this restriction will be removed from title. Accordingly, this should not be an issue to a prospective purchaser.

11. INDEX MAP SEARCH

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 7**.

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 Isleworth, Hounslow which is not located in a designated protection 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 The information in this section is based on the search results provided to us on 28 March 2019. A copy of the search results are attached at **Appendix 8**.

13.5 The search reveals that Hartland Road is an adopted highway.

13.6 The Property is not subject to any recorded planning permissions.

13.7 The Local Authority has advised that it may not be aware of works requiring Building Control sign-off. However, Building Control have confirmed (by email on 10 April 2019, at **Appendix 9**) that they do not hold any records.

13.8 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 10** are the replies to the Drainage and Water enquiries given by the relevant water company. These are dated 18 March 2019. Please note the following:

14.1.1 The replies indicate that there is a public sewer near the boundaries of the Property but it is not within the Property (See

page 12 of 26 of the search result) but it is very close to the eastern boundary of the Property. There are restrictions that may require consent from the relevant utility company prior to construction of buildings or other structures over or near to such sewers or drains. It should not be assumed 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. These are extremely onerous and may adversely impact sales and mortgageability. You may want to speak to Your technical consultants as to how this would be dealt with by a prospective purchaser/ developer as part of any development. In practice, from our non-technical experience, the location of the infrastructure on the plan would not suggest that this is likely to be a problem.

- 14.1.2 The replies do not confirm that the Property is connected to the mains water supply. 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.
- 14.1.3 It is not clear whether foul and surface water from the Property drain to a public sewer directly. 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 18 March 2019, and is attached at **Appendix 11**. The search revealed that the Property is within the historical boundary of a parish which continues to have a potential chancel repair liability.
- 15.2 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.
- 15.3 Therefore, whilst We can confirm that the register entries do not note chancel repair liability, a notice could potentially be entered by an interested party before You sell the Property. A prospective purchaser/ developer is likely to require a legal indemnity insurance policy to be put in place prior to exchange of contracts 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.

16. HIGHWAYS AUTHORITY SEARCH

- 16.1 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.

16.2 Attached at **Appendix 12** is the highways search provided by the Highways Authority on 11 April 2019.

16.3 The plan provided by the Highways Authority appears to us to indicate:

- (a) part of the Property is designated as public amenity land;
- (b) the boundary of the Property abuts the public footpath and so a plan separating the two will need to be clearly drawn; and
- (c) part of the Property at the south western corner is designated as adopted highway. This should be excluded and so the plan separating the two will need to be clearly drawn.

16.4 Those designations would be a serious impediment to development. We suspect that any purchaser/developer would require the areas to be stopped up as a pre-condition to development. You shouldn't assume that such a stopping up order would be forthcoming.

16.5 The plan produced by the Highways Authority appears to us to otherwise indicate that the Property otherwise abuts a publically adopted highway.

16.6 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). You may wish to ask Your technical consultants to help You on this.

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 13** a desktop search in relation to the Property, provided on 18 March 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 contaminant linkage has been identified and any liabilities from contaminated land are unlikely. No further action is required.*

Flooding: The property is considered to be in an area that is at some risk of flooding. Please refer to the further comments in **paragraph 17.4** below.

Radon: The property is not considered to be within a radon affected area. No further action is considered necessary.

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

- 17.4 Within the scope of this assessment no Liabilities have been identified. However, Your attention is drawn to Section 2 (Flooding) which provides that during an extreme surface water flood event (1 in 75), flood water depths from surface water may reach and exceed 0.3m. During the planning process the Local Authority may require a flood risk assessment. It is likely that a prospective purchaser will raise enquiries about whether, during Your period of ownership, there has been any flooding to the Property. You have however indicated in Your replies to Our enquiries that You are not aware of any flooding at 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. They are all attached at **Appendix 14**. Technical consultants would need to advise whether any of the service media revealed would adversely impact likely development.

Type	Date	Our Preliminary Assessment
Cadent Gas Ltd	11 April 2019	The search result includes a plan showing the location of infrastructure which doesn't appear to cross the Property. It is, however, very close (as it appears to run along the eastern boundary of Silverhall Street) and the

		plans are not always very precise. A prospective purchaser is likely to wish to check the impact of this Service Media by way of physical inspection.
Environment Agency	11 April 2019	The Environment Agency has not made a specific search of its records. An environmental permit may be required to carry out work, in, under, over or near to a main river for sea defence.
Openreach - BT	11 April 2019	The search result includes a plan showing the location of infrastructure which doesn't appear to cross the Property but it appears to abut it. It is, however, very close and the plans are not always very precise. A prospective purchaser is likely to wish to check the impact of this Service Media by way of physical inspection.
Scottish and Southern Electricity	11 April 2019	The search result includes a plan showing the location of infrastructure which doesn't appear to cross the Property. It is, however, very close and the plans are not always very precise. A prospective purchaser is likely to wish to check the impact of this Service Media by way of physical inspection.
SKY Telecommunications Services	11 April 2019	The search result includes a plan showing the location of infrastructure which doesn't appear to cross the Property.
Utility Assets	11 April 2019	Utility Assets have not responded to this search. They have advised that they will only respond in the event that they own plant in the vicinity of the Property.
Virgin Media	11 April 2019	The search result includes a plan showing the location of infrastructure which doesn't appear to cross the Property but abuts the boundary to the north and south (although, believed to be under the footpath). It is, however, very close and the plans are not always very precise. A prospective purchaser is likely to wish to check the impact of this Service Media by way of physical

		inspection.
Vodafone	11 April 2019	The search result includes a plan showing the location of infrastructure which doesn't appear to cross the Property.
C.A. Telecom UK	11 April 2019	This company has provided a not affected/ no plant present response.
Energetics	11 April 2019	This company has provided a not affected/ no plant present response.
GTC	11 April 2019	This company has provided a not affected/ no plant present response.
Instalcom - CenturyLink, Global Crossing, Fibernet & Fiberspan	11 April 2019	This company has provided a not affected/ no plant present response.
LinesearchbeforeUdig	11 April 2019	This company has provided a not affected/ no plant present response.
London Underground – Power Distribution	11 April 2019	This company has provided a not affected/ no plant present response.
Network Rail	11 April 2019	This company has provided a not affected/ no plant present response.
Transport for London	11 April 2019	This company has provided a not affected/ no plant present response.
Verizon	11 April 2019	This company has provided a not affected/ no plant present response.

19. REPLIES TO PRE-CONTRACT ENQUIRIES

- 19.1 We attach at **Appendix 15** a series of questions and answers to them which We have received from You.
- 19.2 The answers do not indicate anything which would seem to be of concern for a prospective purchaser/ developer. If Your answers to any of these questions change between now and the point at which You are ready to sell then please let Us know.

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;

- (b) The results of the searches which We have carried out in respect of the Property; and
- (c) Your replies to our enquiries.

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.	Site A- Hartland Road Plan (provided by You)
2.	Plan identifying the different titles comprising the Property
3.	Office Copy Title and Plan of Title MX194499
4.	Office Copy Title and Plan of Title NGL563934
5.	Office Copy Title and Plan of Title MX191554
6.	1985 Transfer
7.	Search of the Index Map
8.	Local Authority Search
9.	Email dated 11 April 2019
10.	Water and Drainage Search
11.	Chancel Repair Search
12.	Highways Search
13.	Desktop Environmental Search
14.	Utility Searches
15.	Your replies to Our Enquiries