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**REPORT ON TITLE**

**in relation to**

**Site on the south west side of North Street and the  
north side of Hartland Road, Isleworth**

**for**

**London Borough of Hounslow**

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**30 Finsbury Circus  
London  
EC2M 7DT  
Ref: PXA/LBH2.11**

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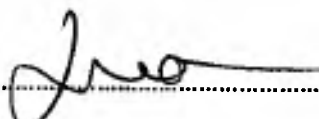
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## **Enclosures**

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

1. **INTRODUCTION, CONFIRMATION AND SIGNATURE**

- 1.1 This Report has been prepared by 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 land on the south side of North Street and the north side of Hartland Road, 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.

  
.....  
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) **Pink Land** is as defined in **paragraph 8.1**.
  - (b) **Property** means part of the land being on the south west side of North Street and the north side of Hartland Road, Isleworth being part of the property registered at the Land Registry under Title Number NGL202721 and which is identified in red edging on the plan at **Appendix 2**.
  - (c) **Right to Buy** is as defined in **paragraph 7.2**.
  - (d) **We** means Devonshires solicitors.
  - (e) **You** means the Mayor and Burgesses of the London Borough of Hounslow.
  - (f) **Green Areas** is as defined in **paragraph 7.1**.
  - (g) **1980 Act** is as defined in **paragraph 7.2**.
  - (h) **1985 Act** is as defined in **paragraph 7.2**.

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 You originally provided Us with the plan at **Appendix 1** however, You have now confirmed that it is the area edged in red on the plan at **Appendix 2** that You require Us to review for You. Accordingly, You will need to update Your marketing plan when it comes time to marketing the Property for sale.
- 3.3 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 (at Your expense) in respect of the statutory rights and easements which may have been granted to the owners of the Green Areas and which therefore, may burden the Property (see **paragraphs 7.3-7.6** below);
- (b) a prospective purchaser/ developer may require indemnity insurance (at Your expense) in respect of the potential enforcement of the rights referred to in **paragraphs 8.3 and 8.4** below;
- (c) in accordance with **Section 14** 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;
- (d) in accordance with **paragraph 15.4** below, the Property includes an area of adopted footpath and amenity (public open space) which will restrict a prospective purchasers/ developers ability to develop part of the Property You may wish to consider reducing the boundary to exclude these areas;
- (e) in accordance with **paragraph 15.5** below, part of the Property is designated as "unadopted private". We have raised enquires with the Highways Authority as to what this designation indicates however, are yet to receive a response.
- (f) in accordance with **paragraph 17.4** below, there appears to be several items of telecommunications infrastructure crossing the Property which may have an adverse impact on any proposed development on the Property. The Sky telecommunications infrastructure in particular appears to cross/ be very close to the adopted footpath. Again, You may consider removing this bit of land.

#### **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 in red on the Plan at **Appendix 2**. Please confirm:

- (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 2** and the physical boundaries 'on the ground'.

4.2 Note however that the plan at **Appendix 2** is only a rough depiction of the Property and a better plan will need to be procured at the time of marketing the Property for sale. A Land Registry compliant plan will also need to be procured as the one you have provided Us with is not.

#### **5. TITLE**

5.1 Title to the Property is freehold and is registered at the Land Registry under Title Number NGL202721 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 **Appendix 3**.

5.2 You are the registered owner of the Property, as We expected.

6. **TITLE MATTERS BENEFITING THE PROPERTY**

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

7. **RIGHTS ADVERSELY AFFECTING THE PROPERTY**

7.1 There are several areas within title NGL202721 (which are identified and numbered in green on the title plan at **Appendix 3**) which no longer form part of the title as they have been sold ("the **Green Areas**").

7.2 The Green Areas were transferred pursuant to Chapter 1, Part 1 of the *Housing Act 1980* ("**1980 Act**") or Part V of the *Housing Act 1985* ("**1985 Act**"). Whilst it is not clear which parts of the Green Areas were transferred pursuant to the 1980 Act and which pursuant to the 1985 Act, it is largely irrelevant as both items of legislation are similar in that they grant the right to certain qualifying tenants to purchase the reversionary freehold or leasehold interest in their property subject to satisfaction of a number of statutory conditions ("**Right to Buy**").

7.3 Whenever a conveyance of freehold land is made under a Right to Buy (which is the case in respect of the Green Areas), the transfers will be deemed to include the benefit of certain rights and easements as set out in the relevant Act. Accordingly, to the extent that such rights exist over the Property in practice, 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.

7.4 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 Green Areas which would have their right to light infringed if the Property were developed.

7.5 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.

7.6 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.

## 8. RESTRICTIVE COVENANTS IMPACTING THE PROPERTY

- 8.1 By a deed of covenant dated 4 May 1866 (a copy of which is not available), that part of the land which is shaded in pink on the title plan at **Appendix 3** ("Pink Land") is subject to the following restrictive covenant:

*"Not to erect or suffer the erection upon any part of the land and premises hereby conveyed any dwelling-house or cottage of a less value than one hundred and fifty pounds nor to use or occupy or permit or suffer any building to be erected upon the said ground to be used or occupied as a beer-house ale-house or public house."*

The above covenant does not appear to affect the Property (as it only affects the Pink Land which does not appear to form part of the Property) accordingly, this is unlikely to be relevant to a prospective purchaser/ developer of the Property. In any event, assuming any intended development would be solely residential, this covenant would not be problematic.

- 8.2 By a conveyance dated 26 March 1903 of the land shaded blue on the plan at **Appendix 3**, there is a similar restrictive covenant to that which applies to the Pink Land prohibiting the owner from being able to erect upon that part of the land shaded blue on the plan at **Appendix 3**, *any dwelling house or cottage of less value than one hundred and fifty pounds nor to use or occupy or permit or suffer any building to be erected upon the said land to be used or occupied as or for a beer-house, alehouse or public house.*

Again, the above covenant does not appear to affect the Property (as it only affects a part of the land not comprised in the Property) accordingly, this is unlikely to be relevant to a prospective purchaser/ developer of the Property. And, again, assuming any intended development would be solely residential this covenant would not be problematic.

- 8.3 Title to the Property is stated to be subject to rights of drainage and rights in respect of water, gas, electricity and other services. There is however, no way of ascertaining what these rights are and over which parts of the Property they affect. Again, 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. Please refer to our comments on obtaining an insurance policy in **paragraph 7.5** above.

8.4 The passageways, footpaths and roadways included in the title are subject to rights of way. Again, We are unable to identify who has the benefit of these rights and therefore, a prospective purchaser/ developer will likely want to effect insurance in this respect (possibly at Your cost) in the event of these rights being enforced.

8.5 We have listed above all the adverse rights which are referred to in the Title Register. 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.

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

9.1 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. 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 4**. Various other titles were captured by this search however, given Your revised instructions that only the land comprised in the red edging on the plan at **Appendix 2** is to be reviewed, these titles are no longer relevant.

**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 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 Holy Trinity, Hounslow 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. A prospective purchaser/ developer is likely to commission their own searches prior to exchange of contracts.
- 12.4 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 5**.
- 12.5 The Property is not subject to any recorded planning permissions.
- 12.6 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 6**) that they do not hold any records.
- 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 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.

### **13. DRAINAGE AND WATER ENQUIRIES**

- 13.1 Attached at **Appendix 7** 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:
  - (a) The replies indicate that there is a public sewer and water pipe near/within the boundaries of the Property. You can see approximate positions from the plans at pages 9 and 12 of the search result. 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.

- (b) 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.
- (c) 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.

**14. CHANCEL REPAIR SEARCH**

- 14.1 The chancel repair search was provided by ChancelCheck on 18 March 2019, and is attached at **Appendix 8**. 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 do not note chancel repair liability, a notice could potentially be entered by an interested party before You sell the Property. A prospective purchaser/ developer is likely to require a legal indemnity insurance policy to be put in place prior to exchange of contracts. Whilst there is no guarantee, absent any unusual circumstances of which we are not aware, it is unlikely that there would be difficulty in obtaining such a policy. Our experience is that purchasers would fund such insurance themselves.

**15. HIGHWAYS AUTHORITY SEARCH**

- 15.1 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.
- 15.2 Attached at **Appendix 9** is the highways search provided by the Highways Authority on 11 April 2019.
- 15.3 The plan provided by the Highways Authority appears to us to indicate:
  - (a) part of the Property is designated as public amenity land;
  - (b) part of the Property is designated as public footpath; and
  - (c) part of the Property is designated as adopted highways.
- 15.4 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.

- 15.5 There is also an area within the Property which has been designated as "unadopted private". We have raised enquiries of the local authority about this as it is unclear what this means. At the date of this Report, this remains an outstanding issue.
- 15.6 The plan produced by the Highways Authority appears to us to indicate that the Property otherwise abuts a publically adopted highway.
- 15.7 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. If You are in any doubt, please let us know before exchange of contracts.

## 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 10** 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.
- 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.

***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 at minimal or no risk of flooding.

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

***Environmental Constraints:*** environmental constraints have been identified within 250 meters of the Property (details in **paragraph 15.4(a)** below).

- 16.4 Within the scope of this assessment the following Liabilities have been identified:

- (a) The Property is located within close proximity to a Local Nature Reserve, Marine Conservation Zone and Heritage Site (namely, Isleworth Ait, Thames Estuary and Kew Royal Botanic Gardens). The fact that the Property is located within close proximity to the above is unlikely to be problematic to a prospective purchaser.
- (b) The report recommends that any purchaser ask the seller if the Property or surrounding areas have ever flooded previously. You have confirmed in Your response to our enquiries that You are not aware of any flooding at the Property. Accordingly, this is unlikely to be a cause for concern to any prospective purchaser.

**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 a prospective purchaser/ developer 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 potential development but are to ascertain whether they have service media that may be impacted by such development.
- 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. A prospective purchaser/ developer may want to do this.
- 17.4 Below is a list of the searches We have undertaken. They are all attached at **Appendix 11**. Technical consultants would need to advise whether any of the service media revealed would adversely impact likely development. There appears to be Sky, Vodaphone and Virgin Media infrastructure located on the Property which could have a huge impact on any proposed development of the Property.

Type	Date	Our Preliminary Assessment
Cadent Gas Ltd	11.04.2019	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.
Environment Agency (Environmental)	11.04.2019	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.
ESP Utilities Group	11.04.2019	The search result includes a plan showing the location of infrastructure which doesn't appear to cross the Property.
LinesearchbeforeUdig	11.04.2019	The search indicates that ESP Utilities Group have assets registered within the vicinity of the Property although full details have not been provided.
BT Openreach	11.04.2019	The search result includes a plan showing the location of infrastructure within or close to the Property. A prospective purchaser is likely to wish to check the impact of this Service Media by way of physical inspection.
Scottish and Southern Electricity	11.04.2019	The search result includes a plan showing the location of infrastructure on the adjacent roadway.
SKY Telecommunications Services	11.04.2019	The search result includes a plan showing the location of infrastructure which appears to run through the Property. This may impact any proposed development of the Property.
Utility Assets	11.04.2019	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	11.04.2019	The search result includes a plan showing the location of infrastructure which appears to run through the Property. This may impact any proposed development of the Property.
Vodafone	11.04.2019	The search result includes a plan showing the location of infrastructure which appears to run through the Property. This may impact any proposed development of the Property.
C.A. Telecom UK (telecom)	11.04.2019	This company has provided a not affected/ no plant present response.
Energetics (Gas, electric)	11.04.2019	This company has provided a not affected/ no plant present response.
GTC (Telecom, Gas, Electric, Water)	11.04.2019	This company has provided a not affected/ no plant present response.
Instalcom	11.04.2019	This company has provided a not affected/ no plant present response.

London Underground	11.04.2019	This company has provided a not affected/ no plant present response.
Network Rail	11.04.2019	This company has provided a not affected/ no plant present response.
Transport for London	11.04.2019	This company has provided a not affected/ no plant present response.
Verizon (Telecom)	11.04.2019	This company has provided a not affected/ no plant present response.

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

- 18.1 We attach at **Appendix 12** a series of questions and answers to them which We have received from You.
- 18.2 You have indicated in Your replies that it is “not known” whether the Property is “self-contained” or whether other property needs to be used in connection with the Property (e.g. for access purposes). Access rights should be explored particularly in light of the fact that, it is likely that You will be marketing only part of the Property for sale. A transfer of the Property will likely need to contain appropriate rights in favour of the buyer to be able to access it etc.

**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;
  - (b) The results of the searches which We have carried out in respect of the Property; and
  - (c) Your replies to our enquiries.
- 19.2 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.
- 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.	Plan provided by you
2.	Plan of Property
3.	Title Register and Plan NGL202721
4.	SIM Result
5.	Local Search
6.	Email from Building Control
7.	Water and Drainage Search
8.	ChancelCheck
9.	Highways Search
10.	Desktop Environmental Search
11.	Utilities Report
12.	Your Replies to our enquiries