

HILL DICKINSON

Report on Title
relating to
66 Huddersfield Road, Barnsley S75 1DR

10 July 2012

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Reference:
AUC/01166049.1

1. INTERPRETATION

The following terms are used in this report:

Benefits: any right, easement, restriction, stipulation, restrictive covenant, mining or mineral right, franchise or other interest that benefits the.

Contract: the agreement to be entered into between you and the Seller for the sale and purchase of the Property.

Incumbrances: any right, easement, restriction, stipulation, restrictive covenant, mining or mineral right, franchise or other interest to which the Property is subject.

Property: The property described in paragraph 5 of this report.

Seller: David Ian Moss and Kathryn Elizabeth Moss both of 66 Huddersfield Road, Barnsley S75 1DR

2. SCOPE OF THE REVIEW AND LIMITATION OF LIABILITY

- 2.1 This report has been prepared for the sole benefit of you, Jonathan Paul Cheetham and Jacqueline Victoria Jane Cheetham, in connection with your proposed purchase of the Property from the Seller and for no other purpose.
- 2.2 The contents of this report are private and confidential. It must not be relied on by or made available to any other party without our written consent.
- 2.3 The report is based on our review of the title documents, search results, planning documents and replies to pre-contract enquiries given by the Seller.
- 2.4 We have not inspected the Property and are unable to advise on the physical condition of the Property. We would advise you to arrange for a survey of the Property to be carried out, if this has not already been arranged. A survey should identify any physical defects in the Property and may warn of potential defects. It is important to be aware of any defects in the Property before you exchange contracts. Once you have exchanged contracts, you will not be entitled to any compensation from the Seller if you have to put right any defects.
- 2.5 We are unable to advise on the value of the Property. We recommend that you have the Property professionally valued. You should ensure that the valuer is aware of the matters mentioned in this report, as they may affect the value.

3. EXECUTIVE SUMMARY

This is a summary of the major issues that we think should be brought to your attention:

- 3.1 **There are unknown restrictive covenants affecting the Property. It is unlikely that they will be of any consequence and the risk is negligible if you simply wish to continue to use the Property as a residential dwellinghouse. You may, however, wish to insure against this risk.**
- 3.2 **The Environmental Search has revealed that the Property is in or within 250m of an area at potential risk of surface water flooding. We advise that you check that insurance against flood risk is available for this Property.**
- 3.3 **The result of the ChancelCheck search showed that the Property is within the historical boundary of a parish which continues to have a potential chancel repair liability. You may wish to insure against this risk.**

4. PURCHASE PRICE AND OTHER CONTRACT TERMS

- 4.1 The purchase price is £345,000.
- 4.2 You will pay a deposit of £34,500 to the Seller when the Contract is exchanged.
- 4.3 The deposit will be held by the Seller's solicitor as stakeholder. On completion of the purchase of the Property, the deposit and any interest that has accrued on the deposit will be paid to the Seller.
- 4.4 We would like to bring these other terms of the Contract to your attention:
 - (a) The sale excludes those items indicated as such on the Fittings and Contents Form attached to (and forming part of) the contract. The sale includes those items indicated as such on the same form
 - (b) In the event that the purchase of the Property does not complete because of your default, compensation by way of interest will be payable on the purchase price (less the deposit) at a rate of 4% above the base rate of Barclays Bank plc at the time of completion.
 - (c) In the event of failure to complete, the Sellers can also serve a notice to complete the purchase within ten working days. If you failed to comply with such a notice then the Sellers can rescind the contract

and keep the deposit and any accrued interest, resell the Property and claim damages.

5. THE PROPERTY

- 5.1 The Property is the freehold land and buildings known as 66 Huddersfield Road, Barnsley S75 1DR.
- 5.2 A plan showing the Property edged in red is attached as Plan 1 at Annex 1. Please check the plan carefully to ensure that it accurately reflects the extent of the land that you believe you are buying. The plan may not show the exact location of the boundaries of the Property. You should inspect the Property and let us know if there are any discrepancies between the plan and the site inspection.
- 5.3 The Property is registered at the Land Registry under title number SYK36369. The class of title is absolute freehold title. Absolute title is the best class of title available.

6. MATTERS BENEFITING THE PROPERTY

The Property does not enjoy any Benefits:

7. MATTERS BURDENING THE PROPERTY

The Property is subject to the following Incumbrances:

- 7.1 The Property does not benefit from rights to light or air from the adjoining land. This means that the adjoining landowners are not restricted in relation to building on their land or otherwise using or enjoying which might affect the passage of light and air to the Property.
- 7.2 There are restrictive covenants contained in a Conveyance dated 20 December 1876 made between (1) John Clarke Parker (2) Charles Parker (3) Edward Parker (4) Margaret Ann Parker and (5) Robert John Tinker. Neither the original nor a copy of this Conveyance is available and therefore we do not know the nature of the restrictive covenants. They could, for example, restrict or prevent further building on or development of the land. Given the age of the Conveyance in which the restrictive covenants are contained, it is very unlikely (but not impossible) that they will be enforceable by the persons with the benefit of the covenants. We have asked the Sellers whether they will provide indemnity insurance against this small risk but they have refused on the basis that in their solicitor's opinion, the covenants are more than likely unenforceable. If you did wish to insure against this risk, then it would be at

your own cost. Please let us know whether or not you would like us to investigate obtaining quotes for insurance on your behalf.

7.3 The following restrictive covenants are contained in a Conveyance dated 28 January 1893 made between (1) The Barnsley Permanent Building Society (2) George Guest and John Garside Gradwell (3) John Armitage and William Salt Armitage (4) William Dransfield and (5) Henry Johnson:

- (a) Not to erect a dwellinghouse on the land of less value than £700 or a pair of houses of less value than £1000.
- (b) No building nor bay or bow windows shall be erected nearer to Huddersfield Road or to Granville Street than shown on Plan 2 annexed to this report.
- (c) All outbuildings are to be erected at the back of the house so that they are screened from Huddersfield Road and Granville Street by the house or by a wall of equal height to the outbuildings unless the side of the outbuilding next to the road is a blank wall with no windows or openings.
- (d) Before the commencement of the erection of any buildings on the Property, the plan of the proposed buildings is to be submitted to and approved by the heirs or assigns of the survivor of George Guest and John Garside Gradwell.
- (e) The house or houses erected on the Property are to be built externally of rock or faced stone.
- (f) No building on the Property shall be used
 - (i) as a church, chapel, school or public house;
 - (ii) for the sale of alcohol;
 - (iii) for the manufacture of bricks; or
 - (iv) for the trade or business of a slaughterhouse, tallow chandler, melter of tallow, soap maker or boiler, fellmonger, manure merchant, dyer or distiller or any other trade or business deemed noxious, noisy, dangerous or offensive to the neighbourhood.

The Sellers have confirmed that, so far as they are aware, they have not breached any of these covenants. These covenants would only be of concern to you if you intend to build further on the Property. If you did intend to build further on the Property, it would be difficult to trace the heirs or assigns of George Guest and John Garside Gradwell to obtain the approval to the plans. We would advise that, should you decide to build on the Property, you consider insuring against the lack of approval.

8. SEARCH RESULTS

8.1 Local land charges search

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 will still bind a property.

The local land charges search was provided by Barnsley Metropolitan Borough Council on 18 June 2012. The result of the search revealed that the following local land charges are registered against the Property:

8.1.1 The Property is within a Conservation Area. Any development of the Property will therefore require Conservation Area Consent from the local planning authority.

8.1.2 The Property is within a Smoke Control Area

8.2 Local authority search (including any optional and additional enquiries)

A local authority search reveals important information about a property, such as planning permissions and building regulation consents, proposals for road schemes, environmental and pollution notices and whether any part of the property is registered as common land or as a town or village green. A local authority search only reveals matters that affect the property being searched against. It will not disclose matters that affect neighbouring properties.

The local authority search was provided by Barnsley Metropolitan Borough Council on 18 June 2012. The result of the search did not show any entries that adversely affect the Property and revealed the following information:

Huddersfield Road and Granville Street are highways maintainable at public expense. However, please let us know if you are aware of anything that may indicate that the Property does not abut the highway, for example, a strip of concrete or a grass verge between the Property and the road surface. Please also let us know if you are aware that access to the Property is gained other than from the highway or if you plan to move the access to the Property from its current position.

No part of the Property is registered as common land or as a town or village green. The possibility of land being common land or a town or village green is

significant, as the land may be subject to third party rights and the owner's ability to use or develop the land may be restricted. Even if land is not registered as common land or a town or village green at the date of the search, it is possible for common land or new town or village greens to be registered in some circumstances. You should let us know if you are aware of anyone other than the Seller using the Property for any purpose.

The Barnsley Cycling Strategy Action Plan makes outline proposals for cycle routes along key transport corridors which include Huddersfield Road.

The Property is within a Radon Affected Area. Radon is a naturally occurring radioactive gas found in the ground. The Sellers have stated in replies to enquiries that no Radon test has been carried out at the Property. Remedial action is advised for properties with a test result above the 'recommended action level'. More information is available at www.hpa.org.uk. If you are concerned, you should have a Radon test carried out and, if the result is above the 'recommended action level', take remedial action.

8.3 Drainage and water enquiries

The replies to drainage and water enquiries show whether a property is connected to the mains water supply and mains drainage. The replies may also show the location of public sewers within the boundary of a property and other such matters that may restrict development.

Replies to the drainage and water enquiries were provided by Yorkshire Water Services Ltd on 13 June 2012. The replies did not show any entries that adversely affect the Property and revealed the following information:

The Property is connected to the mains water supply.

Foul and surface water from the Property drain to a public sewer.

8.4 Environmental search

If a local authority determines that land is contaminated, and the party who caused the contamination cannot be found, the current owner or occupier of the land may be required to remedy the contamination. This can be an expensive process, so it is important to assess the risk of land being contaminated before committing to buy a property.

An environmental data search can be used to establish the risk of land being contaminated, by collating information from regulatory bodies, floodplain data and a review of current and historic land uses. This type of search is also

known as a "desktop search". An environmental data search does not include a site visit or testing of soil or groundwater samples.

The environmental data search was provided by RPS Consultants Risk Management on 13 June 2012. The result of the search showed that the Property is unlikely to be classed as contaminated land. **The search also revealed that the Property is in or within 250m of an area at potential risk of surface water flooding. We advise that you check that insurance against flood is available for this Property.**

8.5 **Coal mining search**

A coal mining search provides details of past, present and future coal mining activity at a property. The search also indicates if there are mine shafts on the property and whether any mining activities may cause subsidence.

The coal mining search was provided by The Coal Authority on 13 June 2012. The result of the search revealed the following information:

The Property is within the likely zone of influence from workings at a depth of 90m to 380m and last worked in 1977. The search report states that any ground movement from these workings should have stopped by now. We would advise that you ensure that the Property is checked by your surveyor for any signs of movement.

The Property is in an area in which the Coal Authority believes there is coal at or near the surface which may have been worked at some time in the past.

8.6 **Chancel repair search**

A chancel repair search shows whether the owner of a property may be liable to contribute towards the cost of repairs to the chancel of a parish church. We would advise you not to contact any parish churches directly in relation to chancel repair liability, as this may limit the availability of indemnity insurance.

The chancel repair search was provided by ChancelCheck on 13 June 2012. The result of the search showed that the Property is within the historical boundary of a parish which continues to have a potential chancel repair liability.

8.7 **Land Registry official search**

A Land Registry official search shows whether the register for a property has changed since the copy of the register was originally issued to the buyer's solicitor. The search also gives the applicant a "priority period". Any new entries that are registered in the priority period will not bind the applicant, as long as the Land Registry receives their application for registration within the priority period.

It is too early to carry out a Land Registry official search now, but we will carry out a search before completion of the purchase of the Property.

9. REPLIES TO PRE-CONTRACT ENQUIRIES

You should note the following information provided by the Seller in their replies to our pre-contract enquiries:

- 9.1 The conservatory at the Property was built in 2005. The conservatory did not have building regulations approval.
- 9.2 The Property is in council tax band F. The amount of council tax payable this year is £2023.19.
- 9.3 The gas central heating system was installed in March 2006 and last serviced in 2011.
- 9.4 Mains electricity and mains gas and telephone are supplied by Southern Electric.
- 9.5 Mains water and mains sewerage are supplied by Yorkshire Water.

10. PLANNING AND BUILDING REGULATIONS

Our investigations have not revealed an express consent for the use of the Property as a residential dwellinghouse. However, we understand that the Property has been used as a residential dwellinghouse for years and no enforcement action has been taken by the planning authority.

- 10.1 Our investigations have revealed a conservation area consent dated 28 January 1991 for the demolition of outbuildings and garage and a planning consent dated 21 June 1991 for the erection of a private double garage. A condition was attached to this planning consent that the stone boundary wall to Granville Street and the entrance gate were retained to the satisfaction of the local planning authority.

- 10.2 We have been provided with a copy of a Building Regulations Notice of Approval in relation to the garage referred to at 10.1.

11. INSURANCE

You will take the risk in the Property from the date that the Contract is exchanged. This means that if the Property is damaged or destroyed between exchange and completion you will still be obliged to buy the Property for the price stated in the Contract. We would strongly recommend that you arrange for the Property to be insured for its full reinstatement value from the date of exchange.

12. CONCLUSION

Subject to the matters referred to in this report, we are of the opinion that upon completion of the purchase of the Property and registration at the Land Registry you will obtain a good and marketable title to the Property.

Signed.....

Hill Dickinson LLP

Dated 10 July 2012

Annex A. Plans 1 and 2