

Arboricultural Appraisal Report

Subsidence Damage Investigation at:



CLIENT:

Davies Group Ltd

CLIENT REF:



MWA REF:

MWA CONSULTANT:

Mark Bisley (BSc Hons)

REPORT DATE:

27/09/2019

SUMMARY

Statutory Controls		Mitigation (Current claim tree works)	
TPO current claim	Yes T3	Policy Holder	No
TPO future risk	No	Domestic 3 rd Party	No
Cons. Area	No	Local Authority	Yes
Trusts schemes	No	Other	No
Local Authority: -	Havant Borough Council		

Introduction

Acting on instructions from Davies Group Ltd, the insured property was visited on 24/09/2019 to assess the potential role of vegetation in respect of subsidence damage.

We are instructed to provide opinion on whether moisture abstraction by vegetation is a causal factor in the damage to the property and give recommendations on what vegetation management, if any, may be carried out with a view to restoring stability to the property. The scope of our assessment includes opinion relating to mitigation of future risk. Vegetation not recorded is considered not to be significant to the current damage or pose a significant risk in the foreseeable future.

This is an initial appraisal report and recommendations are made with reference to the technical reports and information currently available and may be subject to review upon receipt of additional site investigation data, monitoring, engineering opinion or other information.

This report does not include a detailed assessment of tree condition or safety. Where indications of poor condition or health in accessible trees are observed, this will be indicated within the report. Assessment of the condition and safety of third-party trees is excluded and third-party owners are advised to seek their own advice on tree health and stability of trees under their control.

Property Description

The property comprises a two storey, semi-detached house built c. 1980 with a garage to the rear.

External areas comprise gardens to the front and rear. The site is generally level with no adverse topographical features but land falls away to the right.

Damage Description & History

The current damage affects the front and right of the dwelling with internal and external cracking on both floors. It was first noticed in August 2018.

The property was the subject of a previous claim in 2013 which was resolved by removal of two Oaks to the front of the property. Repairs were completed in 2016.

At the time of the engineer's inspection (05/09/2018) the structural significance of the damage was found to fall within Category 3 (moderate) of Table 1 of BRE Digest 251.

For a more detailed synopsis of the damage please refer to the building surveyor's technical report.

Site Investigations

Site investigations were carried out by The Drainage Repair Company on 29/03/2019, when a single trial pit was excavated to reveal the foundations, with a borehole sunk through the base of the trial pit to determine subsoil conditions. A drains survey was also undertaken.

Foundations:

Ref	Foundation type	Depth at Underside (mm)
TP1	Concrete	1800

Soils:

Ref	Description	Plasticity Index (%)	Volume change potential (NHBC)
TP/BH1	Firm to stiff, CLAY to 4.00m. Terminated at 4.00m.	38 - 44	Medium - High

Roots:

Ref	Roots Observed to depth of (mm)	Identification	Starch content
TP/BH1	2500	<i>Acer spp.</i> <i>Quercus spp.</i>	- -

Acer spp. are the maples and includes Sycamore. *Quercus spp.* are the oaks.

Drains: The drains have been surveyed and defects identified, although leaking drains are concluded not to be a cause of the current damage.

Monitoring: No information available at the time of writing.

Discussion

Opinion and recommendations are made on the understanding that Davies Group Ltd are satisfied that the current building movement and the associated damage is the result of clay shrinkage subsidence and that other possible causal factors have been discounted.

Site investigations and soil test results have confirmed a plastic clay subsoil susceptible to undergoing volumetric change in relation to changes in soil moisture. A comparison between moisture content and the plastic and liquid limits has not confirmed desiccation below the foundations. It should however be noted that the site investigation was conducted at a time when soil moisture content may be expected to have recovered from low levels in the previous year.

Roots were observed to a depth of 2500mm bgl in TP/BH1 and recovered samples have been positively identified (using anatomical analysis) as *Acer spp.* and *Quercus spp.*, the origin of which will be T1 and T3 respectively, confirming their influence on the soils below the foundations.

Two other Oaks were removed to the front of the property in relation to a previous claim in 2013/2014 and these could be the origin of the roots, but no decay was noted in the root report and some degradation of their roots may be expected by this time.

Irrespective of the identification of recovered root samples, the roots of TG1 are also likely to be present below foundation level in proximity to the area of movement/damage and influencing soil moisture and volumes.

T3 is a mature tree and not therefore likely to have significantly increased its water demand in recent times, while T1 and TG1 are younger and will be increasing their moisture uptake. This would suggest that T3 is not one of the main causes of the current damage, but due to its size and the presence of roots below the foundations action should be taken in relation to this tree.

Based on the technical reports currently available, engineering opinion and our own site assessment we conclude the damage is consistent with shrinkage of the clay subsoil related to moisture abstraction by vegetation. Having considered the information currently available, it is our opinion that T1, T3 and TG1 are the principal cause of or are materially contributing to the current subsidence damage.

If an arboricultural solution is to be implemented to mitigate the influence of the implicated trees/vegetation we recommend that T1 is removed, TG1 partially removed and T3 reduced.



Recommended tree works may be subject to change upon receipt of additional information. Other vegetation recorded presents a potential future risk to building stability and management is therefore recommended.

Consideration has been given to pruning alone as a means of mitigating the vegetative influence, however in this case, this is not considered to offer a viable long-term solution due to the proximity of the responsible vegetation.

Conclusions

- Conditions necessary for clay shrinkage subsidence to occur related to moisture abstraction by vegetation have been confirmed by site investigations and the testing of soil and root samples.
- Engineering opinion is that the damage is related to clay shrinkage subsidence.
- There is significant vegetation present with the potential to influence soil moisture and volumes below foundation level.
- Roots have been observed underside of foundations and identified samples correspond to vegetation identified on site.



Table 1 **Current Claim - Tree Details & Recommendations**

Tree No.	Species	Ht. (m)	Dia. (mm)	Crown Spread (m)	Dist. to building (m)	Age Classification	Ownership
T1	Maple	10	300 Ms *	9	3	Similar Age to Property	Third Party David Wilson Homes Ltd
Management history		No recent management noted.					
Recommendation		Remove (fell) to near ground level. Owner to physically remove any regrowth (no chemical treatment due to translocation risk).					
T3	Oak	14 *	750	16	18 *	Older than Property	Third Party John Maunders Group Plc
Management history		No recent management noted.					
Recommendation		Reduce height to 12m and crown spread to 12m leaving a balanced crown. Prune on a biennial cycle to maintain at broadly reduced dimensions.					
TG1	Maple, Hazel	9 *	190 Ms *	8	5	Similar Age to Property	Third Party John Maunders Group Plc
Management history		No recent management noted.					
Recommendation		Remove (fell) specimens within 10m of dwelling to near ground level. Owner to physically remove any regrowth (no chemical treatment due to translocation risk). Do not allow remainder to exceed 10m in height.					

Ms: multi-stemmed

* Estimated value

Property:



Client Ref:
MWA Ref:



Table 2 **Future Risk - Tree Details & Recommendations**

Tree No.	Species	Ht. (m)	Dia. (mm)	Crown Spread (m)	Dist. to building (m)	Age Classification	Ownership
T2	Birch	6	175	5	6	Younger than Property	Policy Holder
Management history		No recent management noted. Suppressed by T1.					
Recommendation		Do not allow to exceed current dimensions.					
T4	Bay	1.5	10 Ms *	2	6	Younger than Property	Policy Holder
Management history		Subject to past management/pruning.					
Recommendation		Do not allow to exceed current dimensions.					
ST1	Oak	-	-	-	12	-	Third Party David Wilson Homes Ltd
Management history		No regrowth present.					
Recommendation		No works.					
ST2	Oak	-	-	-	14	-	Third Party David Wilson Homes Ltd
Management history		No regrowth present.					
Recommendation		No works.					
SG1	Euonymus, Forsythia	2 *	65 *	2 *	1.5 *	Younger than Property	Third Party 5 Cornbrook Grove PO7 8RD
Management history		Subject to past management/pruning.					
Recommendation		Do not allow to exceed current dimensions.					

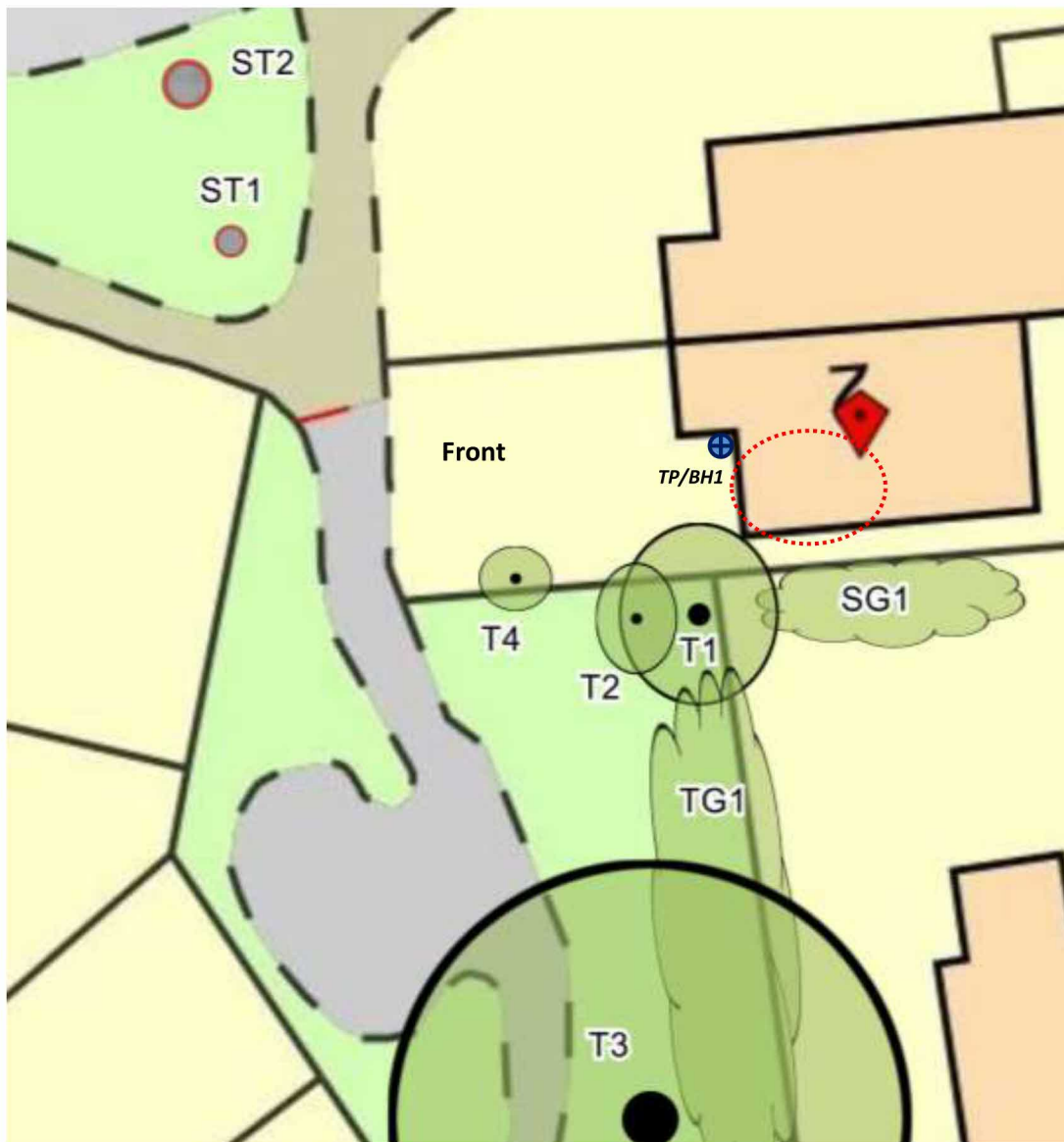
Ms: multi-stemmed

* Estimated value

Property:

Client Ref:
MWA Ref:

Site Plan



Plan not to scale – indicative only



Approximate areas of damage

Images



View of property from front left



View of trees to front right

Property:



Client Ref:
MWA Ref:





View of property from front right

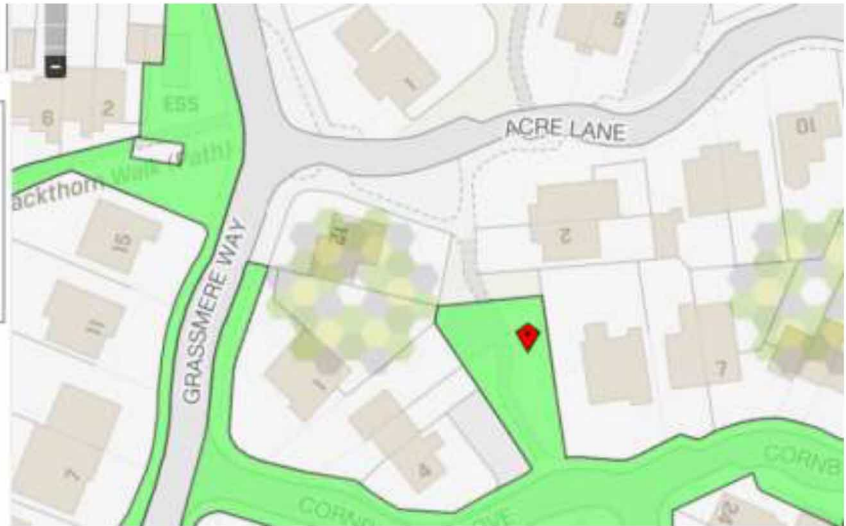
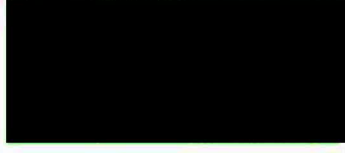


Search

Reset

Titles (1 of 1 loaded)

Title number	Estate information	Address
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THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 20 OCT 2019 AT 13:00:38. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, WEYMOUTH OFFICE.

TITLE NUMBER : HP231453

There is no application or official search pending against this title.

A: Property Register

This register describes the land and estate comprised in the title.

HAMPSHIRE : HAVANT

- 1 (09.10.1941) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on and lying to the East of Park Lane, Cowplain.
- 2 The land has the benefit of the following rights granted by but is subject to the following rights reserved by the Transfer dated 29 March 1983 referred to in the Charges Register:-

"TOGETHER WITH the easements specified in the First Schedule hereto but EXCEPTING AND RESERVING unto the Transferor and its successors in title owner or owners for the time being of that part of the land comprised in the title above mentioned which is not hereby transferred (hereinafter called 'the retained land') the easements and other rights specified in the Second Schedule hereto

The First Schedule before referred to
(Easements rights and privileges granted to the
Transferee and its successors in title)

(a) The right to pass and repass with or without vehicles over and along Tempest Avenue from Hulbert Road roundabout to Park Lane until the adoption by the Local Highway Authority of the said Tempest Avenue as a Tempest Avenue as a highway maintainable at public expense provided that the Transferee shall be responsible for and shall indemnify the Council against any damage to the said Tempest Avenue caused by the Transferee or any persons authorised by it exercising their rights of passage so as to cause delay to the subsequent adoption of the Tempest Avenue.

(b) The free right and uninterrupted passage and running of water and soil from and to the property through the gutters pipes sewers drains watercourses constructed or to be constructed within Eighty years from the date hereof in under or upon the adjoining land belonging to the Council and Southern Ideal Homes Limited and liberty to make connections in a manner to be approved by the owner or owners for the time being of the aforesaid adjoining land with such gutters pipes sewers drains watercourses or any of them for the purpose of exercising such rights subject to making good any damage or disturbance caused to the aforesaid land in the exercise of such rights

(c) Full right and liberty for the benefit of the Property and all or any part or parts thereof to use and connect such roads footpaths pipes sewers drains gas pipes cables wires and meters which now exist shall be constructed within Eighty years of the date hereof on over or under the Property together with all necessary rights of entry with or without service contractors or others and all necessary tools plant machinery vehicles and equipment into and upon the Property for the purpose of laying constructing connecting inspecting repairing maintaining renewing or servicing all such roads footpaths pipes sewers drains gas pipes cables wires and meters the person or persons exercising such rights forthwith making good all damage thereby

A: Property Register continued

occasioned but so that

(i) No connection shall be made within the curtilage of a dwellinghouse which is already occupied

(ii) Where any of the above rights are exercised before the road or service installation concerned has been adopted the Transferee and its successors in title shall contribute according to user to the repair maintenance and cleansing thereof.

The Second Schedule before referred to
(Easements rights and privileges reserved to the
Transferor its successors in title and all those
authorised by it)

(a) Full right and liberty for the benefit of the adjoining land of the Council Havant Borough Council and Southern Ideal Homes Limited and all or any part or parts thereof to use and connect such roads footpaths pipes sewers drains gas pipes cables wires and meters which now exist or which shall be constructed within Eighty years of the date hereof on over or under the Property together with all necessary rights of entry with or without service contractors or others and all necessary tools plant machinery vehicles and equipment into and upon the Property for the purpose of laying constructing connecting inspecting repairing maintaining renewing or servicing all such roads footpaths pipes sewers drains gas pipes cables wires and meters the person or persons exercising such rights forthwith making good all damage thereby occasioned but so that

(i) No connections shall be made within the curtilage of the dwellinghouse which is already occupied

(ii) Where any of the above rights are exercised before the road or service installation concerned has been adopted the Transferor and its successors in title shall contribute according to user to the repair maintenance and cleansing thereof

(iii) The consent of the relevant competent Authority to the connection with and use of the said conduits should be obtained prior to such connection

(iv) Such conduits shall not be overloaded

(v) The Transferor shall cause as little inconvenience as possible to the Transferee and its successors in title

(vi) The Transferor shall cause as little damage as possible to the property and make good any such damage as soon as reasonable practicable to the reasonable satisfaction of the Transferee or its successors in title (as the case may be)

(b) The right to pass and repass with or without vehicles over and along Tempest Avenue until its adoption by the Local Highway Authority as a highway maintainable at public expense provided that the Transferor shall be responsible for and shall indemnify the Transferee against any damage to the said Tempest Avenue through the property caused by the Transferor or any persons authorised by them exercising their right of passage nor shall the Transferor or any persons authorised by them exercising their right of passage nor shall the Transferor or any other person authorised by it exercise their right of passage so as to cause delay to the subsequent adoption of the said road."

3 The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

4 The Transfer dated 29 March 1983 referred to above contains the following provision:-

"IT is hereby declared that the Transferee and its successors in title shall not by virtue of this Transfer or otherwise acquire any right of light or air which would prejudice the free use and enjoyment of the retained land for building or for any other purpose."

A: Property Register continued

- 5 A new filed plan based on the latest revision of the Ordnance Survey Map has been prepared.
- 6 The land edged and lettered A B and C in red on the filed plan added to the title on 1 October 1984.
- 7 The land edged and lettered A B and C in red is not included in the Transfer dated 29 March 1983 referred to above.
- 8 The land edged and lettered A B and C in red on the filed plan has the benefit of the rights granted by but is subject to the rights reserved contained in the Transfer dated 29 March 1983 referred to in the Charges Register in terms identical with those contained in the Transfer dated 29 March 1983 referred to above except that Clause (b) of the exceptions and reservations is omitted.
- 9 The said Transfer dated 29 March 1983 referred to above also contains a provision identical with that contained in the Transfer dated 29 March 1983 referred to above.
- 10 The land has the benefit of but is subject to the following rights granted by a Deed dated 31 August 1984 made between (1) Milbury Homes South Limited (Milbury) (2) A.H. Wilson Group Limited (Wilson) and (3) James Miller and Partners Limited (Miller):-

"Milbury Wilson and Miller hereby respectively grant to each other mutatis mutandis the following rights liberties and easements for the benefit of the land comprised in the Title above referred to:-

(a) the right of way for all purposes by day or night with or without vehicles over and along the roads and a right of way for all purposes by day or night but on foot only over and along the footpaths to the roads which are now or may hereinafter within the perpetuity period (as hereinafter defined) be constructed or laid on the adjoining land (as hereinafter defined) and the like rights of way over and along the sites of any roads and footpaths intended to be constructed or laid on the adjoining land but the rights of way herein granted over any road or footpath shall terminate upon that road or footpath becoming a public right of way. For the purposes of this Deed a road or footpath shall be regarded as an intended road or footpath when planning permission for the construction thereof shall have been granted and for so long as it shall remain effective

(b) a right to make connections with all existing and future roads and footpaths and the sites of any intended roads and footpaths on or adjacent to the adjoining land and to lay and construct any necessary connecting roads and footpaths on the adjoining land

(c) the full right of passage and running of water soil gas electricity and other services from and to the property (as hereinafter defined) in and through all drains channels sewers pipes watercourses gutters electric wires cables and other service conduits (hereinafter called "the service facilities") which are now or may hereinafter within the perpetuity period be constructed or laid in on over or under the adjoining land used in common by the adjoining land and the property or by the property alone with the right to enter upon the adjoining land to make connections with inspect repair renew cleanse and maintain the service facilities or any of them or lay down or construct any new service facilities in on over or under such part or parts of the adjoining land upon which there shall be no building of a permanent nature.

In exercising the said rights liberties and easements the Grantee will cause as little inconvenience to the respective Grantor and as little damage as possible to the adjoining land and shall make good any damage to the adjoining land to the reasonable satisfaction of the Grantor.

In this Deed the following words expressions and descriptions shall have the meanings hereafter assigned to them unless the context otherwise requires

(i) "the perpetuity period" means the period of eighty years from the Twenty Ninth day of March One Thousand Nine Hundred and Eighty Three

A: Property Register continued

(ii) "the adjoining land" is the land over which the rights liberties and easements are granted being the land of the Grantor

(iii) "the property" means the property for the benefit of which the rights liberties and easements are granted."

- 11 Where the parts edged and numbered in green on the filed plan include parts of common accessways rights of way are reserved thereover.
- 12 Where the parts edged and numbered in green on the filed plan include parts of common footpaths rights of way are reserved thereover.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (05.05.1983) PROPRIETOR: DAVID WILSON HOMES LIMITED of Leicester Road, Ibstock, Leics.
- 2 The Transfer to the proprietor contains purchasers and vendors personal covenants.

NO TE :-Copy of covenants in Certificate.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 A Transfer of the land in this title dated 29 March 1983 made between (1) The Portsmouth City Council (Transferor) and (2) A. H. Wilson Group Limited (Transferee) contains the following covenants:-

"THE Transferee covenants with the Transferor to the intent and so as to bind the Property into whatsoever hands the same may come and to benefit the retained land and any and every part thereof to observe and perform the stipulations set out in the Third Schedule hereto

The Third Schedule before referred to

1. Not to erect or cause to be erected on the Property and the land edged red and blue on the said plan more than 290 dwellinghouse
2. To pay along with the owners of the land edged red and blue on the said plan one half of the amount payable to the Southern Water Authority or their Agents plus fees and interest in respect of the oversize and additional link of sewer provided in the Southern Ideal Development to the west of Tempest Avenue under Section 19 of the Public Health Act 1936.
3. To design and construct to the satisfaction of the Transferor an access road not less than four metres width within a period of two years from the date hereof in the position shown on the said plan and marked 'access road'
4. To improve Park Lane between the points marked D and E in accordance with the conditions contained in the Second Schedule to the said Section 52 Agreement made the Nineteenth day of June One Thousand Nine Hundred and Eighty within a period of two years from the date hereof
5. To construct and seed an earthbank between the dwellings on the Property and to grass and landscape the bank within three years of commencement of the development or within three years of completion of the development of houses on the Property (whichever is the earlier) in

C: Charges Register continued

accordance with the conditions."

NOTE :-Copy plan in Certificate. Copy plan filed.

- 2 Agreement dated 28 March 1983 made between (1) Milbury Homes Limited (2) A H Wilson Group Limited and (3) James Miller and Partners Limited relates to the development of the land in this title and adjoining land and contains conditions relating to selling and letting as therein mentioned.

NOTE :-Copy filed.

- 3 The land edged and lettered A B and C in red on the filed plan is not affected by the Transfer dated 29 March 1983 referred to above but is affected by an Agreement dated 28 March 1983 referred to above.
- 4 A Transfer of the land edged and lettered A and B in red on the filed plan and other land dated 29 March 1983 made between (1) The Portsmouth City Council (Transferor) and (2) Milbury Homes Limited (Transferee) contains the following covenants:-

The Transferee covenants with the Transferor to the intent and so as to bind the property into whatsoever hands the same may come and to benefit the retained land and any and every part thereof to observe and perform the stipulations set out in the Third Schedule hereto

The Third Schedule before referred to

1. Not to erect or cause to be erected on the property and the land edged blue and green on the said plan more than 290 dwellinghouses.

NOTE:-The land edged and lettered A B and C in red forms part of the property referred to and the land edged blue and green is that edged blue and green on the copy plan referred to in the remarks column note to above.

- 5 The road included in the land edged and lettered C in red on the filed plan is subject to rights of way and the footpaths to rights of way on foot only.
- 6 The land edged and lettered A B and C in red on the filed plan is subject to rights of drainage and rights in respect of water sewage gas and electricity and other supply services.
- 7 The roads included in the title are subject to rights of way and the footpaths are subject to rights of way on foot only.
- 8 The land is subject to rights of drainage and rights in respect of water, soil, gas, electricity and other services.
- 9 The parts of the land respectively affected thereby which adjoin the parts edged and numbered in green on the filed plan are subject to rights of overhang of eaves and of eavesdrop and rights of entry for the purpose of constructing, pointing, painting, repairing, maintaining and cleansing the gable wall, roof, gutters, eaves and woodwork of dwellinghouses and for garages erected on the parts so edged and numbered in green.
- 10 The parts of the land respectively affected thereby which adjoin the parts edged and numbered in green on the filed plan are subject to rights to tie into and use as an inside wall the gable wall of any dwellinghouse and for garage and/or carport of such adjoining property for the purpose of erecting dwellinghouses and/or garages and/or carports on the said parts edged and numbered in green.
- 11 The land is subject to all rights easements and quasi-easements enjoyed thereover by the parts edged and numbered in green on the filed plan.
- 12 The common accessways included in the title are subject to rights of way.

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 20 OCT 2019 AT 12:57:44. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, WEYMOUTH OFFICE.

TITLE NUMBER : HP231851

There is no application or official search pending against this title.

A: Property Register

This register describes the land and estate comprised in the title.

HAMPSHIRE : HAVANT

- 1 (09.10.1941) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land lying to the south east of Idsworth Road, Cowplain.
- 2 The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 3 The land has the benefit of the following rights granted by but is subject to the following rights reserved by the Transfer dated 29 March 1983 made between (1) The Portsmouth City Council and (2) Milbury Homes Limited referred to in the Charges Register:-

"TOGETHER WITH the easements specified in the First Schedule hereto, but EXCEPTING AND RESERVING unto the Transferor and its successors in title owner or owners for the time being of that part of the land comprised in the title above mentioned which is not hereby transferred (hereinafter called 'the retained land') the easements and other rights specified in the Second Schedule hereto.

THE FIRST SCHEDULE before referred to
(Easements rights and privileges granted to
the Transferee and its successors in title)

(a) The right to pass and repass with or without vehicles over and along Tempest Avenue from Hulbert Road roundabout to Park Lane until the adoption by the Local Highway Authority of the said Tempest Avenue as a highway maintainable at public expense provided that the Transferee shall be responsible for and shall indemnify the Council against any damage to the said Tempest Avenue caused by the Transferee or any persons authorised by it exercising their right of passage nor shall the Transferee or any person authorised by it exercise their rights of passage so as to cause delay to the subsequent adoption of the said Tempest Avenue

(b) The Free right and uninterrupted passage and running of water and soil from and to the Property through the gutters pipes sewers drains watercourses constructed or to be constructed within Eighty Years from the date hereof in under or upon the adjoining land belonging to the Council and Southern Ideal Homes Limited and liberty to make connections in a manner to be approved by the owner or owners for the time being of the aforesaid adjoining land with such gutters pipes sewers drains watercourses or any of them for the purpose of exercising such rights subject to making good any damage or disturbance caused to the aforesaid land in the exercise of such rights

(c) Full right and liberty for the benefit of the Property and all or any part or parts thereof to use and connect such roads footpaths pipes sewers drains gas pipes cables wires and meters which now exist shall be constructed within Eighty Years of the date hereof on over or under the retained land together with all necessary rights of entry with or

A: Property Register continued

without service contractors or others and all necessary tools plant machinery vehicles and equipment into and upon the retained land for the purpose of laying constructing connecting inspecting repairing maintaining renewing or servicing all such roads footpaths pipes sewers drains gas pipes cables wires and meters the person or persons exercising such right forthwith making good all damage hereby occasioned but so that

(i) No connection shall be made within the curtilage of a dwellinghouse which is already occupied.

(ii) Where any of the above rights are exercised before the road or service installation concerned has been adopted the Transferee and its successors in title shall contribute according to user to the repair maintenance and cleansing thereof.

THE SECOND SCHEDULE before referred to
(Easements rights and privileges reserved to the
Transferor its successors in title and all those authorised by it)

(a) Full right and liberty for the benefit of the adjoining land of the Council Havant Borough Council and Southern Ideal Homes Limited and all or any part or parts thereof to use and connect such roads footpaths pipes sewers drains gas pipes cables wires and meters which now exist or which shall be constructed within Eighty Years of the date hereof on over or under the Property together with all necessary rights of entry with or without service contractors or others and all necessary tools plant machinery vehicles and equipment into and upon the Property for the purposes of laying constructing connecting inspecting repairing maintaining renewing or servicing all such roads footpaths pipes sewers drains gas pipes cables wires and meters the person or persons exercising such rights forthwith making good all damage thereby occasioned but so that

(i) No connections shall be made within the curtilage of the dwellinghouse which is already occupied

(ii) Where any of the above rights are exercised before the road or service installation concerned has been adopted the Transferor and its successors in title shall contribute according to user to the repair maintenance and cleansing thereof

(iii) The consent of the relevant competent Authority to the connection with and use of the said conduits should be obtained prior to such connection

(iv) Such conduits shall not be overloaded

(v) The Transferor shall cause as little inconvenience as possible to the Transferee and its successors in title.

(vi) The Transferor shall cause as little damage as possible to the property and make good any such damage as soon as reasonably practicable to the reasonable satisfaction of the Transferee or its successors in title (as the case may be)."

4 The Transfer dated 29 March 1983 referred to above contains the following provision:-

"IT is hereby declared that the Transferee and its successors in title shall not by virtue of this Transfer or otherwise acquire any right of light or air which would prejudice the free use and enjoyment of the retained land for building or for any other purposes."

5 A new filed plan on an enlarged scale and based on the latest revision of the Ordnance Survey Map has been prepared.

6 The land edged and lettered A and B in red on the filed plan added to the title on 1 October 1984.

7 The land edged and lettered A and B in red on the filed plan is not included in the Transfer dated 29 March 1983 referred to above.

8 The land edged and lettered A and B in red on the filed plan has the

A: Property Register continued

benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 29 March 1983 made between (1) The Portsmouth City Council and (2) A. H. Wilson Group Limited referred to in the Charges Register in terms identical with those contained in the other Transfer dated 29 March 1983 referred to above.

9 The Transfer dated 29 March 1983 made between (1) The Portsmouth City Council and (2) A. H. Wilson Group Limited referred to above also contains a provision identical with that contained in the other Transfer dated 29 March 1983 referred to above.

10 The land has the benefit of but is subject to the following rights granted by a Deed dated 31 August 1984 made between (1) Milbury Homes South Limited (Milbury) (2) A. H. Wilson Group Limited (Wilson) and (3) James Miller and Partners Limited (Miller):-

"Milbury Wilson and Miller hereby respectively grant to each other mutatis mutandis the following rights liberties and easements for the benefit of the land comprised in the Title above referred to:-

(a) the right of way for all purposes by day or night with or without vehicles over and along the road and a right of way for all purposes by day or night but on foot only over and along the footpaths to the roads which are now or may hereafter within the perpetuity period (as hereinafter defined) be constructed or laid on the adjoining land (as hereinafter defined) and the like rights of way over and along the sites of any roads and footpaths intended to be constructed or laid on the adjoining land but the rights of way herein granted over any road or footpath shall terminate upon that road or footpath becoming a public right of way. For the purposes of this Deed a road or footpath shall be regarded as an intended road or footpath when planning permission for the construction thereof shall have been granted and for so long as it shall remain effective

(b) a right to make connections with all existing and future roads and footpaths and the sites of any intended road and footpaths on or adjacent to the adjoining land and to lay and construct any necessary connecting roads and footpaths on the adjoining land

(c) the full right of passage and running of water soil gas electricity and other services from and to the property (as hereinafter defined) in and through all drains channels sewers pipes watercourses gutters electric wires cables and other service conduits (hereinafter called "the service facilities") which are now or may hereinafter within the perpetuity period be constructed or laid in on over or under the adjoining land used in common by the adjoining land and the property or by the property alone with the right to enter upon the adjoining land to make connections with inspect repair renew cleanse and maintain the service facilities or any of them or lay down or construct any new service facilities in on over or under such part or parts of the adjoining land upon which there shall be no building of a permanent nature.

In exercising the said rights liberties and easements the Grantee will cause as little inconvenience to the respective Grantor and as little damage as possible to the adjoining and and shall make good any damage to the adjoining land to the reasonable satisfaction of the Grantor

In this Deed the following words expressions and descriptions shall have the meanings hereafter assigned to them unless the context otherwise requires

(i) "the perpetuity period" means the period of eighty years from the Twenty Ninth day of March One Thousand Nine hundred and Eighty Three

(ii) "the adjoining land" is the land over which the rights liberties and easements are granted being the land of the Grantor

(iii) "the property" means the property for the benefit of which the rights liberties and easements are granted."

11 Where the parts edged and numbered in green on the filed plan include parts of joint accessways rights of way and rights of entry to lay,

A: Property Register continued

construct and complete the said accessway are reserved thereover.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (27.11.1985) PROPRIETOR: JOHN MAUNDERS GROUP PLC (Co.Regn.No.934903) of Development House, Crofts Bank Road, Urmston, Manchester.
- 2 The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 3 (17.11.1986) RESTRICTION:-Except under an Order of the registrar no disposition or other dealing by the proprietor affecting lot 54 being land edged and numbered 1 in yellow on the filed plan is to be registered without the consent of Homequity Property Services Limited of PO Box 31, Princes House, Princes Street, Swindon, Wilts, SW1 2HL.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 Agreement for sale dated 19 June 1980 in favour of the Council of the Borough of Havant of the land tinted pink on the filed plan.
- 2 A Transfer of the land in this title dated 29 March 1983 made between (1) The Portsmouth City Council (Transferor) and (2) Milbury Homes Limited (Transferee) contains the following covenants:-

"THE Transferee covenants with the Transferor to the intent and so as to bind the property into whosoever hands the same may come and to benefit the retained land and any and every part thereof to observe and perform the stipulations set out in the Third Schedule hereto

THE THIRD SCHEDULE before referred to

1. Not to erect or cause to be erected on the Property and the land edged blue and green on the said plan more than 290 dwellinghouses."

NO TE :-Copy plan in Certificate. Copy plan filed.

- 3 Agreement dated 28 March 1983 made between (1) Milbury Homes Limited (2) A H Wilson Group Limited and (3) James Miller and Partners Limited relates to the development of the land in this title and adjoining land and contains conditions relating to selling and letting as therein mentioned.

NO TE :-Copy filed under HP231453.

- 4 The roads included in the title are subject to the rights of way and the footpaths are subject to rights of way on foot only.
- 5 The land is subject to rights of drainage and rights in respect of water sewage gas and electricity and other supply services.
- 6 The parts of the land respectively affected thereby which adjoin the parts edged and numbered in green on the filed plan are subject to rights of overhang of eaves and eavesdrop and rights of entry for constructing, pointing, repairing, maintaining and cleansing gable walls, roofs, gutters, eaves and woodwork of the houses and/or garages on the parts so edged and numbered in green.
- 7 The parts of the land respectively affected thereby which adjoin the parts edged and numbered in green on the filed plan are subject to

C: Charges Register continued

rights to tie into gable walls on the boundaries of such adjoining parts for the purpose of erecting houses and/or garages on the parts so edged and numbered in green.

- 8 The land edged and lettered A and B in red is not affected by the Agreement dated 19 June 1980 and the Transfer dated 29 March 1983 but is affected by the Agreement dated 28 March 1983 referred to above.
- 9 A Transfer of the land edged and lettered A and B in red on the filed plan and other land dated 29 March 1983 made between (1) The Portsmouth City Council (Transferor) and (2) A. H. Wilson Group Limited (Transferee) contains the following covenants:-

"THE Transferee covenants with the Transferor to the intent and so as to bind the Property into whatsoever hands the same may come and to benefit the retained land and any and every part thereof to observe and perform the stipulations set out in the Third Schedule hereto

THE THIRD SCHEDULE before referred to

1. Not to erect or cause to be erected on the Property and the land edged red and blue on the said plan more than 290 dwellinghouses
2. To pay along with the owners of the land edged red and blue on the said plan one half of the amount payable to the Southern Water Authority or their Agents plus fees and interest in respect of the oversize and additional link of sewer provided in the Southern Ideal Development to the west of Tempest Avenue under Section 19 of the Public Health Act 1936.
3. To design and construct to the satisfaction of the Transferor an access road not less than four metres width within a period of two years from the date hereof in the position shown on the said plan and marked 'access road'.
4. To improve Park Lane between the points marked D and E in accordance with the conditions contained in the Second Schedule to the said Section 52 Agreement made the Nineteenth day of June One Thousand Nine Hundred and Eighty within a period of two years from the date hereof
5. To construct and seed an earthbank between the dwellings on the Property and the A3(M) on the land shown orange hatched green on the said plan before occupation of any dwelling on the Property and to grass and landscape the bank within three years of commencement of the development or within three years of completion of the development of houses on the Property (whichever is the earlier) in accordance with the conditions."

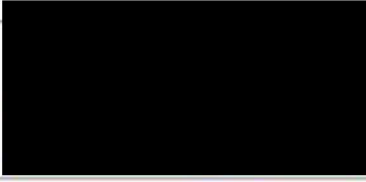
NOTE:-The land edged and lettered A and B in red on the filed plan forms part of the property referred to. All the other colourings and markings referred to are identical with those shown on the copy plan to the Transfer of the same date referred to above.

- 10 The parts of the joint accessway adjoining the parts edged and numbered in green on the filed plan are subject to rights of way.

End of register

Search

Reset



Search

Reset





MWA Arboriculture Limited

Unit 8 Stephenson House, Horsley Business Centre
Horsley, Newcastle upon Tyne
NE15 0NY

TEL: 0800 612 9452

EMAIL: office@mwaarboriculture.co.uk

