

**QUESTIONNAIRE TO ACCOMPANY THE CERTIFICATE OF TITLE (CLLS LAND LAW COMMITTEE LONG FORM 6TH EDITION - 2008 UPDATE)**

**GUIDANCE NOTES FOR LAWYERS**

This is the form of questionnaire to be sent to the Authority in order to prepare the Certificate of Title (in the CLLS Land Law Committee 6th Edition - 2008 Update).

It is designed as a series of statements to be confirmed by the Authority. The Authority is instructed to mark "yes"/"confirmed" against those statements which are correct and "no"/"not confirmed" against those statements which are incorrect.

Prior to sending the questionnaire to the client you should complete Schedules A-D which are annexed to the questionnaire as far as you can from the deeds and documents in your possession.

When you receive the completed questionnaire from the Authority, if the Authority has answered "yes"/"confirmed" to all the statements in the questionnaire then the Authority has correctly given all the confirmations required in the Certificate. However, if the Authority has marked "no"/"not confirmed" against any statement you will need to obtain further information from the Authority together with any necessary supporting documents and make the appropriate disclosures in the Certificate of Title.

Of course, you will still need to investigate title to the Property and carry out all the necessary searches and raise appropriate enquiries in order to complete the Certificate.

**QUESTIONNAIRE TO ACCOMPANY THE CERTIFICATE OF TITLE (CLLS Long Form,  
6<sup>th</sup> Edition - 2008 Update)**

**RELATING TO Land to the South Side of Newtown Road Carlisle CA2 7NX**

**NOTES:**

- The form of certificate of title requires us, Ashfords LLP, to give certain information and also to certify that the Authority has confirmed information (which only the Authority can provide) to us in writing.
- The confirmations given by the Authority are to be given on behalf of itself.
- If the confirmations are correct please select the 'yes' answer. If the confirmations are not correct, select the 'no' answer and provide further details with any documentary evidence.
- The legal nature of the certificate means that this questionnaire has, in places, to use legal terminology. If you have any doubts as to the meaning of any confirmation that you are being asked to give, please ask for an explanation.
- The numbering of the confirmations corresponds to the paragraph and Schedule numbering in the certificate of title. Therefore it is not consecutive.
- For the purposes of the information checklist, it is assumed that title and any tenancy documentation has already been provided to us in full. If this is not the case please advise us.
- In a number of places in this questionnaire, examples are provided. These are illustrative not exhaustive.

## **DEFINITIONS USED**

The following definitions reflect the same terms defined in the certificate of title and are used or set out in this questionnaire for consistency and context:

**Authority** means **Cumbria County Council**;

**Benefit** means (in each case whether or not registered):

- (i) any right or easement (including any acquired or being acquired through long use); and
- (ii) any restriction, stipulation, restrictive covenant, mining or mineral right, franchise or other interest over any land other than the Property; and
- (iii) any interest of the Authority in actual occupation of premises other than the Property considered by the Authority as relevant to the Property

of which the Property has the benefit (but not including any reserved under the terms of any Letting Document);

**Contractor** has the meaning ascribed to that expression in the Project Agreement;

**Existing Use** means the actual use to which the Property is presently put as referred to in Schedule 5 Part 4;

**Lenders** has the meaning ascribed to that expression in the Senior Loan Agreement;

**Letting Documents** means any lease, underlease, tenancy, licence or other agreement or arrangement giving rise to rights of occupation and enjoyment (in each case as amended or supplemented) to which the Property is subject;

**Premises** means the premises demised by any Letting Document;

**Project Agreement** means the agreement entered into on or about the date of this certificate between: (1) Cumbria County Council, Lancashire Combined Fire Authority; and Merseyside Fire Authority and (2) the Contractor, in respect of the Transaction;

**Property** means the property described in Schedule 5 Part 1, the address of which is given at the head of this Certificate;

**Senior Loan Agreement** means the senior loan facility agreement to be entered into in connection with the Transaction;

**Town and Country Planning Legislation** includes the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 and the Planning and Compulsory Purchase Act 2004;

**Transaction** means the provision of works and services by the Contractor at the Property in accordance with the terms of the Project Agreement and the funding by the Lenders of the Contractor for the provision of such works and services; and

**1995 Act** means the Landlord and Tenant (Covenants) Act 1995.

**A. INFORMATION REQUESTED**

Please supply the following:	Supplied?
1. Details of: (a) the current use of the Property; and (b) where there is more than one use, each use.	Yes
<i>(Paragraph 2.2 of the certificate.)</i>	N/A
2. Details of any rights and easements benefiting the property (in addition to those set out in the <b>attached Schedule A</b> ).	Yes
<i>(Paragraph 4.1, Schedule 2 to the certificate.)</i>	
3. Details of any covenant, restriction, stipulation or easement burdening the property (in addition to those set out in the <b>attached Schedule B</b> )	Yes
<i>(Paragraph 5.2, Schedule 2 to the certificate.)</i>	
4. Details of VAT registrations and options to tax in addition to those set out in the <b>attached schedule C</b> .	Yes
5. A current arrears schedule in respect of the Letting Documents and copies of all Section 17 notices served and any related correspondence and documentation.	N/A
<i>(Part 8A, Schedule 5 of the Certificate and attached Schedule D)</i>	
6. Where you occupy under a lease, the name and address of the current landlord and the current guarantor (if any) and the current rent.	N/A
<i>(Part 7A, Schedule 5 to the Certificate)</i>	
7. In relation to each Letting Document the name and address of the current tenant and guarantor (if applicable) and details of the current rent and date from which the rent was last reviewed.	N/A
<i>(Part 8A, Schedule 5 to the Certificate)</i>	
8. In relation to each Letting Document where there are rent deposits, please confirm that all documents for the registration of the deposit (where applicable) have been supplied and provide a schedule showing the amounts of the initial deposits.	N/a
<i>(part 7A, Schedule 5 to the Certificate)</i>	

**B. CONFIRMATIONS REQUESTED**

**Please confirm the following and, if confirmation cannot be given, please supply details of the relevant circumstances:**

## MAIN BODY OF CERTIFICATE

- 2.5 Apart from any parts of the Property that are the subject of any Letting Documents, the Authority is otherwise in actual occupation of the Property on an exclusive basis. Confirmed
- Except by virtue of the Letting Documents, no person other than the Authority has any right (actual or contingent) to possession, occupation or use of or interest in the property. Confirmed

## SCHEDULE 1 TO THE CERTIFICATE

- 2.5.1 The Authority has provided to us all documents and all information in its possession that is material for the purposes of giving the certificate. Confirmed
- 2.5.2 Each copy document produced to us is a true copy of the original. Confirmed
- 2.8 The Authority is not aware of any circumstances which could render any transaction affecting the Authority's title to the property liable to be set aside under the provisions of the Insolvency Act 1986 (as amended). Confirmed
- [Explanation: Such circumstances would be where the transaction was a gift or at an undervalue or with an intention to defraud creditors.]*

## SCHEDULE 2 TO THE CERTIFICATE

### Title

- 4.1 The Benefits set out in Schedule A to this Questionnaire are the only Benefits necessary for the use and enjoyment of the Property for its existing use or (if no Benefits are set out in Schedule A), no Benefits are required for the use and enjoyment of the Property. Confirmed
- 4.2 As far as the Authority is aware, the Benefits set out in Schedule A and any disclosed at 4.1 above are enjoyed freely, without interruption and without restriction. Confirmed
- 5.2 The Authority:
- 5.2.1 Has not received notice of any breach of any covenants, restrictions, stipulations, easements or other rights, interests or matters to which the Property is subject. Confirmed
- [Example – breach of a covenant not to use the Property for a specified purpose.]*
- 5.2.2 Is not aware of any breach or infringement of Confirmed

any of those items.

- 5.2.3 The existing use of the Property is not materially adversely affected by the existence of any of those items. Confirmed
- 5.2 As far as the Authority is aware the Property is not subject to any customary or public rights, local land charges, mining or mineral rights, franchises, manorial rights, third party rights, rights of common, rent charges or similar outgoings, liability for chancel repairs, liability in respect of embankments, sea and river walls, payments in lieu of tithe or charges/annuities payable for the redemption of tithe, sporting or fishing rights or other right or interest, whether or not registered other than as detailed in Schedule B. Confirmed
- 7.1 There are no agreements for sale, estate contracts, options, rights of pre-emption or similar matters affecting the Property the provisions of which remain to be observed or performed. Confirmed
8. So far as the Authority is aware no one is in adverse possession of the Property or has acquired (or is acquiring) any rights adversely affecting the Property. Confirmed
- [Example: a squatter.]*
9. There are no insurance policies relating to any question of title affecting the Property. Confirmed
- 10.1. The Authority has not had occasion to make any claim or complaint in relation to a neighbouring property or its use or occupation. Confirmed
- 10.2 There are no disputes, claims, actions, demands or complaints in respect of the Property which are outstanding or which are expected by the Authority. Confirmed
11. No notices materially affecting the Property or the Authority's interest in it or any of the Benefits (whether detailed in Schedule A to this questionnaire or disclosed by the Authority pursuant to paragraph 4.1 above) have been given or received. Confirmed

## Planning

- 13 The Authority is not aware that any development which has been carried out in relation to the Property is unlawful or has been carried out without any necessary consents and permissions being obtained; and Confirmed
- 13 No enforcement proceedings under the Town and Country planning legislation have been commenced or any notices served and the Authority is not aware that any have been proposed. Confirmed

- |      |  |   |
|------|--|---|
| 14.  | No planning permission affecting the Property is the subject of an existing challenge as to its validity.  | Not confirmed planning dealt with by BBFR   |
| 15.1 | The planning permissions affecting the Property are either unconditional or subject only to conditions which have either been satisfied so that nothing further remains to be done under them or, in the case of continuing conditions, are being complied with and the Authority knows of no reason why such conditions should not continue to be so complied with.   | Not confirmed planning dealt with by BBFR   |
| 16.  | There is no application for planning permission in respect of the Property awaiting determination and no planning permission or deemed refusal which is subject to appeal.   | Not confirmed planning dealt with by BBFR   |
| 17.1 | The Authority has not entered into and is not required to enter into any agreement or obligation or planning contribution under section 52 Town and Country Planning Act 1971, section 38 and section 278 Highways Act 1980, section 33 Local Government (Miscellaneous Provisions) Act 1982, section 106 Town and Country Planning Act 1990, section 104 Water Industry Act 1991, section 46 Planning and Compulsory Purchase Act 2004 or any provision in legislation of a similar nature. | Confirmed (save in relation to any such agreements or obligations or planning contributions arising by reason of the Transaction) |
| 17.2 | As far as the Authority is aware in respect of any planning agreement, obligation or contribution disclosed at 17.1  | N/A   |
|      | 17.2.1 All the obligations which have fallen due have been complied with; and  | N/A   |
|      | 17.2.2 No notice of breach has been received; and  | N/A   |
|      | 17.2.3 There are no material obligations which remain to be performed  | N/A   |
| 19.  | The Authority is not aware that the Property is within an area of archaeological importance nor is any building or erection on the Property a scheduled monument within the meaning set out in the Ancient Monuments and Archaeological Areas Act 1979   | Confirmed   |
| 20.  | The Authority is not aware of any resolution, proposal, order or act made or contemplated for the compulsory acquisition of the Property or any private access to it   | Confirmed   |

### **Statutory Matters**

- |     |  |           |
|-----|--|-----------|
| 21. | The Authority is not aware of any outstanding order, notice or other requirement of any local or other authority that affects the current use of the Property (as disclosed in this questionnaire) or involves expenditure in compliance with it nor of any other circumstances which may result in any such order or notice being | Confirmed |
|-----|--|-----------|

made or served.

- |     |   |           |
|-----|---|-----------|
| 22. | The Authority has not received notice of any breach of and is not aware of any material breach of the requirements of any statute capable of enforcement at present which affects the Property. | Confirmed |
| 23. | So far as the Authority is aware, the Property complies in all material respects with current fire regulations affecting the Property.  | Confirmed |

**Environment**

- |      |   |           |
|------|---|-----------|
| 24.1 | The Authority:  |           |
|      | 24.1.1 Has not received any written notices or notifications under any environmental laws   | Confirmed |
|      | 24.1.2 Does not hold any permits under any environmental laws   | Confirmed |
|      | 24.1.3 Is not aware of any breach or alleged breach of the requirements under any environmental laws                                | Confirmed |
| 24.2 | The Authority is not aware of the need for any permits under any environmental laws in respect of the existing use of the Property. | Confirmed |

**General**

- |      |  |           |
|------|--|-----------|
| 25.1 | The Property is not subject to the payment of any outgoings other than the uniform business rate or water rates (and in the case of leasehold property only sums due under the lease); and | Confirmed |
| 25.2 | All such payments have been made to date.  | Confirmed |

**SCHEDULE 3 TO THE CERTIFICATE**

Not applicable

**SCHEDULE 4 TO THE CERTIFICATE**

The following confirmations relate only to property which has been let and **Letting Documents** mean the documents under which the property has been let.

- |   |   |           |
|---|---|-----------|
| 1 | The Property is not subject to any Letting Documents. | Confirmed |
|---|---|-----------|

[or]

- |   |  |  |
|---|--|--|
| 2 | The Property is subject to Letting Documents brief details of which are set out in the <b>attached Schedule E.</b> |  |
|---|--|--|

**Schedule A**

**Rights and easements and other matters benefiting the Property**

<b>Date of Document/ Commencement Date</b>  <i>(as applicable)</i>	<b>Document</b>  <i>(if applicable)</i>	<b>Parties</b>  <i>(if applicable)</i>	<b>Nature of Right</b> <i>(eg easement; right of way; covenant)</i>	<b>Land or Interest subject to Right</b>
10 December 2010	Deed of Grant	(1) the Council of the City of Carlisle and (2) the Authority	Full right and liberty upon giving not less than 7 days written notice to enter upon the Easement Land to excavate and install a drainage pipe in the position shown on a blue line on the Deed Plan and to install a manhole and create an outfall into Parham Beck making good any damage caused to the surface of the Easement Area in the exercise of this right and use the drainage pipe for the passage or conveyance of water from the Property.	The Property and other land
10 December 2010	Deed of Grant	(1) the Council of the City of Carlisle and (2) the Authority	Full right and liberty to enter upon the Easement Area for the purpose of repairing cleaning replacing renewing and maintaining the manhole, outfall and drainage pipe making good damage caused to the surface of the Easement Area in the exercise of the rights in the Deed of Grant to the reasonable satisfaction of the Grantor (the Council of the City of Carlisle)	The Property and other land
10 December 2010	Deed of Grant	(1) the Council of the City of Carlisle and (2) the Authority	The Grantor covenants (the Council of the City of Carlisle) for the benefit of the Property that it will not:  (1) permit anything to be done on the Easement Area which will cause damage to the manhole,	The Property and other land

			<p>outfall and drainage pipe;</p> <p>(2) drive spikes or stakes into the Easement Area nor plant any trees (in addition to those already there) or deep rooted shrubs therein;</p> <p>(3) alter the level of the Easement Area from that existing at the date of the Deed of Grant nor cover the surface thereof with any material which makes it impossible or more difficult for the Grantee to exercise the Rights.</p> <p>(4) will not erect any building or other structure whether temporary or permanent in on or over the Easement Area</p>	
10 December 2010	Deed of Grant	(1) the Council of the City of Carlisle and (2) the Authority	All rights not specifically and expressly included in the Rights are reserved to the Grantor and unless otherwise stated the Rights are not granted exclusively but are granted in common with corresponding rights of the Grantor and other persons lawfully entitled to exercise such rights	The Property and other land
10 December 2010	Transfer	(1) the Authority and (2) the Council of the City of Carlisle	the Authority reserved for the benefit of the Retained Land (defined as that part of Title Number CU213619 that is vested in the Authority at the date of the Transfer ) and each and every part thereof not to use the property (that being transferred to the Council other than for the purposes of provision of residential housing and associated ancillary uses of whatever nature required to lawfully implement any planning	

			permission in respect of the foregoing	
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**Schedule B**

**Rights and covenants and other matters burdening the Property**

<b>Date of Document/ Commencement Date</b>	<b>Document (if applicable)</b>	<b>Parties (if applicable)</b>	<b>Nature of Right</b>	<b>Land or Interest with the benefit of Right</b>
Conveyance	31 December 1925	(1) Edgar Robert Henry Moorsom and (2) Carlisle Corporation	Certain rights were granted to Carlisle Corporation in connection with sewers under part of the Property on payment by the Corporation of the yearly rent of £3 3s	The Property and other land
Conveyance	6 July 1922	(1) Edgar Robert Henry Moorsom and (2) Carlisle Corporation	Certain rights were granted to Carlisle Corporation in connection with sewers under part of the Property on payment by the Corporation of the yearly rent of £10 10s	The Property and other land
17 January 2007	Local Land Charges		Tree Preservation Order 222	The Property and other land
10 December 2010	Transfer	(1) the Authority and (2) the Council of the City of Carlisle	The Authority in the Transfer covenanted to erect within 5 calendar months of the date of the Transfer on the boundary or boundaries of the Property marked with an inwards "T" marks which is the boundary between the property demised by the Transfer and the Retained Land of the Authority a fence, hedges, walls or other boundary structure of a type or specification of the Authority's choosing (acting reasonably) and which has first been approved in writing by the Transferee (Carlisle City Council) and Lovell Partnership	

			<p>Limited (such approval not to be unreasonably withheld or delayed having regard to the intended development of the Property for residential purposes. The Authority also covenanted to maintain repair and (if necessary) renew the fences hedges or walls or other boundary structures on within or along the boundary marked with an inwards "T" (identified above) at its own expense.</p>	
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Schedule C

VAT Registration, Notice of Election and Acknowledgement

	VAT Registration no.	Date of Notice of Election	Date of Acknowledgement by HM Revenue and Customs
<b>Authority:</b>	257177145		
<b>[Landlord:]</b> <i>(leasehold Property only)</i>			

Schedule D

Section 17 Notices Served on Former Tenants and Guarantors

Date of Service of Notice	Due Date of Arrears	Full names and addresses of Persons served	Amount Claimed	Amount Due

Schedule E

Letting Documents

Date of document	Parties	Premises	Term	Rent

Date: 23 February 2011

(Signed): CWih

Name: C Wilson

Address: Cumbria County Council  
The Courts  
Carlisle  
Cumbria, CA3 8NA

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**GUIDANCE NOTES FOR LAWYERS**

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Of course, you will still need to investigate title to the Property and carry out all the necessary searches and raise appropriate enquiries in order to complete the Certificate.

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6<sup>th</sup> Edition - 2008 Update)**

**RELATING TO Land to the South Side of Newtown Road Carlisle CA2 7NX**

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- If the confirmations are correct please select the 'yes' answer. If the confirmations are not correct, select the 'no' answer and provide further details with any documentary evidence.
- The legal nature of the certificate means that this questionnaire has, in places, to use legal terminology. If you have any doubts as to the meaning of any confirmation that you are being asked to give, please ask for an explanation.
- The numbering of the confirmations corresponds to the paragraph and Schedule numbering in the certificate of title. Therefore it is not consecutive.
- For the purposes of the information checklist, it is assumed that title and any tenancy documentation has already been provided to us in full. If this is not the case please advise us.
- In a number of places in this questionnaire, examples are provided. These are illustrative not exhaustive.

## **DEFINITIONS USED**

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**Benefit** means (in each case whether or not registered):

- (i) any right or easement (including any acquired or being acquired through long use); and
- (ii) any restriction, stipulation, restrictive covenant, mining or mineral right, franchise or other interest over any land other than the Property; and
- (iii) any interest of the Authority in actual occupation of premises other than the Property considered by the Authority as relevant to the Property

of which the Property has the benefit (but not including any reserved under the terms of any Letting Document);

**Contractor** has the meaning ascribed to that expression in the Project Agreement;

**Existing Use** means the actual use to which the Property is presently put as referred to in Schedule 5 Part 4;

**Lenders** has the meaning ascribed to that expression in the Senior Loan Agreement;

**Letting Documents** means any lease, underlease, tenancy, licence or other agreement or arrangement giving rise to rights of occupation and enjoyment (in each case as amended or supplemented) to which the Property is subject;

**Premises** means the premises demised by any Letting Document;

**Project Agreement** means the agreement entered into on or about the date of this certificate between: (1) Cumbria County Council, Lancashire Combined Fire Authority; and Merseyside Fire and Rescue Authority and (2) the Contractor, in respect of the Transaction;

**Property** means the property described in Schedule 5 Part 1, the address of which is given at the head of this Certificate;

**Senior Loan Agreement** means the senior loan agreement to be entered into in connection with the Transaction;

**Town and Country Planning Legislation** includes the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 and the Planning and Compulsory Purchase Act 2004;

**Transaction** means the provision of works and services by the Contractor at the Property in accordance with the terms of the Project Agreement and the funding by the Lenders of the Contractor for the provision of such works and services; and

**1995 Act** means the Landlord and Tenant (Covenants) Act 1995.

**A. INFORMATION REQUESTED**

Please supply the following:	Supplied?
1. Details of: (a) the current use of the Property; and (b) where there is more than one use, each use.	Yes
<i>(Paragraph 2.2 of the certificate.)</i>	N/A
2. Details of any rights and easements benefiting the property (in addition to those set out in the <b>attached Schedule A</b> ).	Yes
<i>(Paragraph 4.1, Schedule 2 to the certificate.)</i>	
3. Details of any covenant, restriction, stipulation or easement burdening the property (in addition to those set out in the <b>attached Schedule B</b> )	Yes
<i>(Paragraph 5.2, Schedule 2 to the certificate.)</i>	
4. Details of VAT registrations and options to tax in addition to those set out in the <b>attached schedule C</b> .	Yes
5. A current arrears schedule in respect of the Letting Documents and copies of all Section 17 notices served and any related correspondence and documentation.	Yes
<i>(Part 8A, Schedule 5 of the Certificate and attached Schedule D)</i>	
6. Where you occupy under a lease, the name and address of the current landlord and the current guarantor (if any) and the current rent.	N/A
<i>(Part 7A, Schedule 5 to the Certificate)</i>	
7. In relation to each Letting Document the name and address of the current tenant and guarantor (if applicable) and details of the current rent and date from which the rent was last reviewed.	N/A
<i>(Part 8A, Schedule 5 to the Certificate)</i>	
8. In relation to each Letting Document where there are rent deposits, please confirm that all documents for the registration of the deposit (where applicable) have been supplied and provide a schedule showing the amounts of the initial deposits.	N/A
<i>(part 7A, Schedule 5 to the Certificate)</i>	

**B. CONFIRMATIONS REQUESTED**

**Please confirm the following and, if confirmation cannot be given, please supply details of the relevant circumstances:**

## MAIN BODY OF CERTIFICATE

- 2.5 Apart from any parts of the Property that are the subject of any Letting Documents , the Authority is otherwise in actual occupation of the Property on an exclusive basis. Confirmed
- Except by virtue of the Letting Documents, no person other than the Authority has any right (actual or contingent) to possession, occupation or use of or interest in the property. Confirmed

## SCHEDULE 1 TO THE CERTIFICATE

- 2.5.1 The Authority has provided to us all documents and all information in its possession that is material for the purposes of giving the certificate. Confirmed
- 2.5.2 Each copy document produced to us is a true copy of the original. Confirmed
- 2.8 The Authority is not aware of any circumstances which could render any transaction affecting the Authority's title to the property liable to be set aside under the provisions of the Insolvency Act 1986 (as amended). Confirmed
- [Explanation: Such circumstances would be where the transaction was a gift or at an undervalue or with an intention to defraud creditors.]*

## SCHEDULE 2 TO THE CERTIFICATE

### Title

- 4.1 The Benefits set out in Schedule A to this Questionnaire are the only Benefits necessary for the use and enjoyment of the Property for its existing use or (if no Benefits are set out in Schedule A), no Benefits are required for the use and enjoyment of the Property. Confirmed
- 4.2 As far as the Authority is aware, the Benefits set out in Schedule A and any disclosed at 4.1 above are enjoyed freely, without interruption and without restriction. Confirmed
- 5.2 The Authority:
- 5.2.1 Has not received notice of any breach of any covenants, restrictions, stipulations, easements or other rights, interests or matters to which the Property is subject. Confirmed
- [Example – breach of a covenant not to use the Property for a specified purpose.]*
- 5.2.2 Is not aware of any breach or infringement of Confirmed

any of those items.

- 5.2.3 The existing use of the Property is not materially adversely affected by the existence of any of those items. Confirmed
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- 7.1 There are no agreements for sale, estate contracts, options, rights of pre-emption or similar matters affecting the Property the provisions of which remain to be observed or performed. Confirmed
8. So far as the Authority is aware no one is in adverse possession of the Property or has acquired (or is acquiring) any rights adversely affecting the Property. Confirmed
- [Example: a squatter.]*
9. There are no insurance policies relating to any question of title affecting the Property. Confirmed
- 10.1. The Authority has not had occasion to make any claim or complaint in relation to a neighbouring property or its use or occupation. Confirmed
- 10.2 There are no disputes, claims, actions, demands or complaints in respect of the Property which are outstanding or which are expected by the Authority. Confirmed
11. No notices materially affecting the Property or the Authority's interest in it or any of the Benefits (whether detailed in Schedule A to this questionnaire or disclosed by the Authority pursuant to paragraph 4.1 above) have been given or received. Confirmed

## Planning

- 13 The Authority is not aware that any development which has been carried out in relation to the Property is unlawful or has been carried out without any necessary consents and permissions being obtained; and Confirmed
- 13 No enforcement proceedings under the Town and Country planning legislation have been commenced or any notices served and the Authority is not aware that any have been proposed. Confirmed

- |      |  |   |
|------|--|---|
| 14.  | No planning permission affecting the Property is the subject of an existing challenge as to its validity.  | Confirmed   |
| 15.1 | The planning permissions affecting the Property are either unconditional or subject only to conditions which have either been satisfied so that nothing further remains to be done under them or, in the case of continuing conditions, are being complied with and the Authority knows of no reason why such conditions should not continue to be so complied with.   | Not confirmed planning issues dealt with by BBFR  |
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| 17.1 | The Authority has not entered into and is not required to enter into any agreement or obligation or planning contribution under section 52 Town and Country Planning Act 1971, section 38 and section 278 Highways Act 1980, section 33 Local Government (Miscellaneous Provisions) Act 1982, section 106 Town and Country Planning Act 1990, section 104 Water Industry Act 1991, section 46 Planning and Compulsory Purchase Act 2004 or any provision in legislation of a similar nature. | Confirmed (save in relation to any such agreements or obligations or planning contributions arising by reason of the Transaction) |
| 17.2 | As far as the Authority is aware in respect of any planning agreement, obligation or contribution disclosed at 17.1  |   |
|      | 17.2.1 All the obligations which have fallen due have been complied with; and  | N/A   |
|      | 17.2.2 No notice of breach has been received; and  | N/A   |
|      | 17.2.3 There are no material obligations which remain to be performed  | N/A   |
| 19.  | The Authority is not aware that the Property is within an area of archaeological importance nor is any building or erection on the Property a scheduled monument within the meaning set out in the Ancient Monuments and Archaeological Areas Act 1979   | Confirmed   |
| 20.  | The Authority is not aware of any resolution, proposal, order or act made or contemplated for the compulsory acquisition of the Property or any private access to it   | Confirmed   |

**Statutory Matters**

- |     |  |           |
|-----|--|-----------|
| 21. | The Authority is not aware of any outstanding order, notice or other requirement of any local or other authority that affects the current use of the Property (as disclosed in this questionnaire) or involves expenditure in compliance with it nor of any other circumstances which may result in any such order or notice being | Confirmed |
|-----|--|-----------|

made or served.

- |     |   |                                 |
|-----|---|---------------------------------|
| 22. | The Authority has not received notice of any breach of and is not aware of any material breach of the requirements of any statute capable of enforcement at present which affects the Property. | Confirmed                       |
| 23. | So far as the Authority is aware, the Property complies in all material respects with current fire regulations affecting the Property.  | N/A no current building on site |

**Environment**

- |      |   |           |
|------|---|-----------|
| 24.1 | The Authority:  |           |
|      | 24.1.1 Has not received any written notices or notifications under any environmental laws   | Confirmed |
|      | 24.1.2 Does not hold any permits under any environmental laws   | Confirmed |
|      | 24.1.3 Is not aware of any breach or alleged breach of the requirements under any environmental laws                                | Confirmed |
| 24.2 | The Authority is not aware of the need for any permits under any environmental laws in respect of the existing use of the Property. | Confirmed |

**General**

- |      |  |           |
|------|--|-----------|
| 25.1 | The Property is not subject to the payment of any outgoings other than the uniform business rate or water rates (and in the case of leasehold property only sums due under the lease); and | Confirmed |
| 25.2 | All such payments have been made to date.  | N/A       |

**SCHEDULE 3 TO THE CERTIFICATE**

Not applicable

**SCHEDULE 4 TO THE CERTIFICATE**

The following confirmations relate only to property which has been let and **Letting Documents** mean the documents under which the property has been let.

- |   |   |           |
|---|---|-----------|
| 1 | The Property is not subject to any Letting Documents. | Confirmed |
|---|---|-----------|

[or]

- |   |  |  |
|---|--|--|
| 2 | The Property is subject to Letting Documents brief details of which are set out in the <b>attached Schedule E.</b> |  |
|---|--|--|

N/A

**Schedule A**

**Rights and easements and other matters benefiting the Property**

<b>Date of Document/ Commencement Date</b> <i>(as applicable)</i>	<b>Document</b> <i>(if applicable)</i>	<b>Parties</b> <i>(if applicable)</i>	<b>Nature of Right</b> <i>(eg easement; right of way; covenant)</i>	<b>Land or Interest subject to Right</b>
9 December 2002	Transfer	(1) the Council of the City of Carlisle and (2) Carlisle Housing Association	The free and uninterrupted right to the passage of water soil gas electricity and other fuel telephone television and other services to and from the Property through and along the Service Conduits which are now or may be constructed within the Perpetuity Period in on over or under the Retained Land to the extent that these are capable of serving the Property or any part;	The Property and other land
9 December 2002	Transfer	(1) the Council of the City of Carlisle and (2) Carlisle Housing Association	The right to connect into any Service Conduits in or under the Retained Land and serving or capable of serving any part of the Property together with the right to make further connections to and lay new Service Conduits in on or through the Retained Land from time to time in such routes as previously approved by the Transferor (which includes successors in title) (such approval not to be unreasonably withheld or delayed) (except in emergency) and the right to enter such parts of the Retained Land with workmen materials and appliances for any or all of these purposes making good and causing as little inconvenience as possible.	The Property and other land
9 December 2002	Transfer	(1) the Council of the	A right of way with or without vehicles in the	The Property

		City of Carlisle and (2) Carlisle Housing Association	case of roadways at all times and for all purposes for the use and enjoyment of the Property along the roads and paths constructed on any part of the Retained Land, routes of the roads and paths can be altered with approval of the transferee (not to be unreasonably withheld or delayed provided that a breach of planning conditions is a reasonable ground for objection) upon not giving less than 28 days written notice (except in emergency) from time to time to alter the routes of such roadways through such parts of the Retained Land at its own expense causing minimum inconvenience and making good as soon as practicable any damage caused and to provide alternative routes over the Retained Land which shall be adequate for the full continue use and enjoyment of the Property as at the date of alteration	and other land
9 December 2002	Transfer	(1) the Council of the City of Carlisle and (2) Carlisle Housing Association	The right of subjacent and lateral support for each and every part of the Property from each and every part of the Retained Land	The Property and other land
9 December 2002	Transfer	(1) the Council of the City of Carlisle and (2) Carlisle Housing Association	The right to unimpeded access and enjoyment of light and air to all windows in the buildings now on the Retained Land from or over such part of the Property provided nothing shall prevent the Transferor from developing the Retained Land	The Property and other land

9 December 2002	Transfer	(1) the Council of the City of Carlisle and (2) Carlisle Housing Association	All easements quasi-easements liberties, privileges rights and advantages now used and which would be implied by statute or by reason of severance over any land (including the Retained Land) by the Transferor adjoining adjacent to or neighbouring such part of the Property	The Property and other land
10 December 2010	Deed of Grant	(1) the Council of the City of Carlisle and (2) the Authority	Full right and liberty upon giving not less than 7 days written notice to enter upon the Easement Land to excavate and install a drainage pipe in the position shown on a blue line on the Deed Plan and to install a manhole and create an outfall into Parham Beck making good any damage caused to the surface of the Easement Area in the exercise of this right and use the drainage pipe for the passage or conveyance of water from the Property.	The Property and other land
10 December 2010	Deed of Grant	(1) the Council of the City of Carlisle and (2) the Authority	Full right and liberty to enter upon the Easement Area for the purpose of repairing cleaning replacing renewing and maintaining the manhole, outfall and drainage pipe making good damage caused to the surface of the Easement Area in the exercise of the rights in the Deed of Grant to the reasonable satisfaction of the Grantor (the Council of the City of Carlisle)	The Property and other land
10 December 2010	Deed of Grant	(1) the Council of the City of Carlisle and (2) the Authority	The Grantor covenants (the Council of the City of Carlisle) for the benefit of the Property that it will not:  (1) permit anything to be done on the Easement	The Property and other land

			<p>Area which will cause damage to the manhole, outfall and drainage pipe;</p> <p>(2) drive spikes or stakes into the Easement Area nor plant any trees (in addition to those already there) or deep rooted shrubs therein;</p> <p>(3) alter the level of the Easement Area from that existing at the date of the Deed of Grant nor cover the surface thereof with any material which makes it impossible or more difficult for the Grantee to exercise the Rights.</p> <p>(4) will not erect any building or other structure whether temporary or permanent in on or over the Easement Area</p>	
10 December 2010	Deed of Grant	(1) the Council of the City of Carlisle and (2) the Authority	All rights not specifically and expressly included in the Rights are reserved to the Grantor and unless otherwise stated the Rights are not granted exclusively but are granted in common with corresponding rights of the Grantor and other persons lawfully entitled to exercise such rights	The Property and other land

**Schedule B**

**Rights and covenants and other matters burdening the Property**

<b>Date of Document/ Commencement Date</b>	<b>Document (if applicable)</b>	<b>Parties (if applicable)</b>	<b>Nature of Right</b>	<b>Land or Interest with the benefit of Right</b>
Conveyance	31 December 1925	(1) Edgar Robert Henry Moorsom and (2) Carlisle Corporation	Certain rights were granted to Carlisle Corporation in connection with sewers under part of the Property on payment by the Corporation of the yearly rent of £3 3s	The Property and other land
Conveyance	6 July 1922	(1) Edgar Robert Henry Moorsom and (2) Carlisle Corporation	Certain rights were granted to Carlisle Corporation in connection with sewers under part of the Property on payment by the Corporation of the yearly rent of £10 10s	The Property and other land
9 December 2002	Transfer	(1) the Council of the City of Carlisle and (2) Carlisle Housing Association	The free and uninterrupted right to the passage of water soil gas electricity and other fuel telephone television and other services to and from the Retained Land through and along the Service Conduits which are now or may be constructed within the Perpetuity Period on over or under such part of the Property to the extent that the same serve or are capable of serving the Retained Land or any parts thereof	The Property and other land
9 December 2002	Transfer	(1) the Council of the City of Carlisle and (2) Carlisle Housing Association	The right to connect into any service Conduits in or under the Property capable of serving the retained land, and the right to make further connections to and lay	

			<p>new Service Conduits on or through any part of the Property from time to time in such routes as previously approved in writing by the Transferee (such approval not to be unreasonably withheld or delayed) (which includes its successors in title) and the right subject to not less than 7 days prior written notice (except in emergency) and to enter such parts of the Property as may be reasonably necessary with or without workmen materials and appliances for any or all of these purposes.</p>	
<p>9 December 2002</p>	<p>Transfer</p>	<p>(1) the Council of the City of Carlisle and (2) Carlisle Housing Association</p>	<p>A right of way with or without vehicles in the case of roadways at all times and for all purposes for the use and enjoyment of the Retained Land over and along the roadways and paths constructed at the date of the Transfer on any part of the Property, routes of the roadways and paths can be altered with written approval of the Transferor (not to be unreasonably withheld) (a breach of a planning condition shall be a reasonable ground for objection) upon giving not less than 28 days written notice from time to time (except in emergency) provided similarly commodious alternative routes are provided over the Property at its own expense causing minimum</p>	

			inconvenience and making good damage as soon as practicable and which shall be adequate for the full continue use and enjoyment of the Retained Land as at the date of alteration	
9 December 2002	Transfer	(1) the Council of the City of Carlisle and (2) Carlisle Housing Association	The full right of subjacent and lateral support from such part of the Property and each and every part for the benefit of such parts of the Retained Land and each and every part	
9 December 2002	Transfer	(1) the Council of the City of Carlisle and (2) Carlisle Housing Association	The right to unimpeded access and enjoyment of light and air to all windows in the buildings now on the Retained Land from or over such part of the Property provided nothing shall prevent the Transferee from developing the Property	
9 December 2002	Transfer	(1) the Council of the City of Carlisle and (2) Carlisle Housing Association	All easements quasi-easements liberties, privileges rights and advantages now used and enjoyed over such parts of the Property which would be implied by statue or by reason of severance in favour of a purchaser of any retained land if the retained land has been transferred and the Property had been retained by the Transferor	

Schedule C

VAT Registration, Notice of Election and Acknowledgement

	VAT Registration no.	Date of Notice of Election	Date of Acknowledgement by HM Revenue and Customs
<b>Authority:</b>	257177145		
<b>[Landlord:]</b> <i>(leasehold Property only)</i>			

Schedule D

Section 17 Notices Served on Former Tenants and Guarantors

<b>Date of Service of Notice</b>	<b>Due Date of Arrears</b>	<b>Full names and addresses of Persons served</b>	<b>Amount Claimed</b>	<b>Amount Due</b>

Schedule E

Letting Documents

Date of document	Parties	Premises	Term	Rent

Date: 23 February 2011

(Signed): CWL

CWILSON

Name:

Address: Cumbria County Council  
The Courts  
Carlisle  
Cumbria, CA3 8NA