



**Executive
14 September 2010**

**Report from the Director of
Housing and Community Care**

Wards Affected:
Dollis Hill, Fryent, Wembley

ALMO New Build Programme

Appendices 4 and 5 are not for publication as they contain the following categories of exempt information as specified in the Local Government Act 1972, namely:

Information relating to the financial or business affairs of any particular person (including the authority holding that information).

1.0 Summary

1.1 This report seeks to progress the Brent Housing Partnership Limited (BHP) development of five new affordable homes under the Homes and Communities Agency's (HCA) 2008-11 National Affordable Housing Programme. This report specifically requests the Executive to agree to dispose of the Ander Close, Mead Court and Coppermead Close Garage sites to BHP at nil financial consideration and to allow BHP to enter into a Grant Agreement with the HCA and for the Council to enter into a Performance Guarantee Bond and Rent Charge Agreement with the HCA. The Council will receive 100% nomination rights to these homes.

2.0 Recommendations

2.1 To agree to dispose of the Council owned HRA land at the Ander Close, Mead Court and Coppermead Close Garage sites to BHP at nil financial consideration.

2.2 To agree to enter into a building lease with BHP under which they will agree to procure the construction of the five new homes on terms to be determined by the Director of Housing and Community Care in consultation with the Borough Solicitor.

2.3 To give approval to BHP to finance the development using its reserves to cover the shortfall in funding the scheme subject to the availability of grant. The reserve sum is shown in appendix 4.

2.4 To agree to allow BHP enter into a new Grant Agreement with the HCA and allow the Council to enter into:

2.4.1 a Performance Guarantee Bond in respect of the Grant Agreement on terms to be approved by the Director of Finance and Corporate Resources

2.4.2 a Rent Charge Agreement to charge the Council's freehold land to the HCA as required by the Grant Agreement on terms to be approved by the Borough Solicitor.

3.0 Detail

3.1 Background

3.1.1 On 6th August 2007 the Executive agreed, in principle, that BHP be permitted to own, manage and grant tenancies of properties to newly developed properties that have been developed under the Housing Corporation's (now known as the HCA) 2008-11 National Affordable Housing Programme (NAHP), and agreed, in principle, to provide a Performance Guarantee Bond in respect of any funding allocation received by BHP under this programme. This approval was given on the basis that specific schemes would require express executive approval as and when they came on stream.

3.1.2 BHP achieved Housing Corporation Preferred Partner status on 19th July 2007. As part of this qualification, BHP was set a target to deliver 175 units over the 2008/11 development programme. BHP has made considerable progress on delivering schemes since its Partner status:

- In 2009, BHP acquired the Granville New Homes scheme in South Kilburn to provide 110 affordable housing units.
- Over the past year, BHP has acquired 33 one bedroom properties for market renting and is expected to complete the purchase of a further 12 properties by the end of September.
- BHP has commenced an acquisition programme under tranche 1 of the Settled Homes Initiative (SHI) to deliver 11 of the 42 properties for homeless households.
- BHP has secured HCA funding to in order to develop the Aldbury Avenue garage site. The development will deliver three 3 bedroom houses for affordable rent by February 2011.

3.1.3 BHP has reviewed the feasibility of developing a number of infill sites, such as disused garages sites, that are located in existing housing estates. BHP has identified three infill sites to take forward in the next stage of their development programme.

- Garage Site at Ander Close, Wembley
- Garage Site at Mead Court, Kingsbury
- Garage Site at Coppermead Close, Cricklewood

3.1.4 BHP's development function is overseen by its Development Sub-Committee which gave approval to the schemes at its meeting on 26 January 2010.

3.2 Development Proposals and Planning Status

3.2.1 ***Ander Close Garage Site***

The development proposal is to build 2 three bedroom houses for affordable rent. The existing site comprises 24 garages, none of which are let. The site is overgrown and is prone to fly tipping. The garages have been vacant for a substantial period of time and based on their current condition would require a significant investment to return them to a lettable standard. The site is a secluded site which is not visible by the general public and whilst there are some overlooking views from neighbouring properties, has been subject to anti social behaviour.

3.2.2 Detailed planning permission (reference 08/2863) for the demolition of the existing garages and the erection of two 3 bedroom 5 person houses was granted on 24/02/09.

3.2.3 ***Mead Court Court Garage Site***

The proposed scheme comprises two 3 bedroom 5 person houses. The existing site comprises 29 garages of which 7 are let. The site is unwelcoming as it is at the rear of an existing block of flats and is badly lit. A detailed survey of the garages is currently underway to establish how they are currently being used e.g. let on licence.

3.2.4 Discussions are ongoing regarding access to the site which is preferred via Oak Tree Dell. There is no current access or right of way across Oak Tree Dell and a planning application has been submitted which will be amended if access is achievable via Oak Tree Dell. If this access is not achievable then the application will be withdrawn.

3.2.5 ***Coppermead Close Garage Site***

It is proposed to deliver a 4 bedroom 7 person house on this site. The existing site comprises 12 garages of which 4 are let. The garages are mostly derelict and would require significant investment to return them to a lettable condition. The site has fallen into decay and leads into an existing residential area.

3.2.6 BHP has carried out general consultation with the residents whose properties adjoin the site and their concerns about the development were considered as part of BHP's design of the scheme and its discussion with the Council's planning officers. Following the pre-application consultation exercises, the Mead Court and Coppermead Close planning applications are to be resubmitted. The schemes are being redesigned to planning officers' specifications and comments and any access difficulties will need to be resolved before planning applications can be resubmitted. The provision of new parking spaces is to be included in the proposals for the schemes.

3.2.7 ***Development Options***

Alternative tenure options, in particular intermediate housing properties, were considered, however, these were not feasible as BHP requires grant assistance to be able to deliver these sites. Moreover, the sites were very constrained due to their location and by the surrounding properties, and it has not been possible to design a smaller flatted development on these sites. At the end of last year, nearly 40% of households registered on the Council's

waiting list were seeking rehousing due to overcrowding and therefore a key priority for the Council is to ensure that the level of investment into new development sites supports the provision of family sized housing. Given this, a key consideration in preparing these development proposals was to maximise the number of larger affordable rented homes that could be accommodated on these sites.

3.2.8 ***Development Costs and Delivery***

The total scheme costs for the three schemes are shown in appendix 4, along with the requested value of social housing grant and the amount to be financed from BHP's reserves. The appraisal methodology is line with the approach taken by RSLs to determine the schemes' viability. It is anticipated that the schemes will be procured via a competitive tendering exercise. If planning permission and grant confirmation is achieved, start on site is expected to take place within the current financial year between December 2010 and February 2011, with completion by March 2012.

3.2.9 Plans showing the boundaries of the sites are shown in appendices 1-3 (site boundaries are indicative only and are subject to a detailed survey).

3.3 **Grant Agreement**

3.3.1 BHP will submit a bid to the HCA for grant funding under their Continuous Market Engagement Process once planning approval on the sites has been secured. Initial discussions have been held with HCA investment officers who have indicated the schemes could be supported if they can be delivered by March 2012.

3.3.2 It will not be possible to know the outcome of the bid request until mid October, however if the funding allocation is confirmed BHP will be required to enter into a new Grant Agreement with the HCA. However, the Executive is asked to note that for each development scheme BHP intends to take forward that receives HCA funding, the Council must give approval to provide a Performance Guarantee Bond to the HCA.

Performance Guarantee Bond

3.3.3 The Performance Guarantee Bond will underwrite BHP's liabilities should they default on the Grant Agreement. The Performance Guarantee Bond will be in the same format as that approved for the first scheme at Aldbury Avenue. The Executive is asked to give its approval for the Council to enter into a Performance Guarantee Bond with the HCA provided that the Director of Finance and Corporate Resources approves the terms thereof. The key obligations of the Council as guarantor to the ALMO NAHP Grant Agreement with the HCA are summarised in paragraphs 5.12 to 5.20 below.

3.4 **Disposal Options**

3.4.1 The key options available to the Council for the disposal of the land are as follows:

- i) Disposal on the open market
- ii) Disposal to Registered Social landlord (RSL)

- iii) Disposal to BHP
- iv) Do nothing

3.4.2 **Disposal on open market**

If this option were to be considered then the normal practice would be to maximise the capital receipt from the disposal of the sites. Valuations of the sites are to be carried out once planning permission is achieved. However, it is anticipated that the disposal of the sites on the open market, based on an independent valuation carried out on one of the sites in 2009, would generate a capital receipt of approximately £500k in total for all three sites. This would be subject to deductions for any associated costs such as demolition or clearance for open market disposal and planning permission being granted (without planning permission the land value of the sites is expected to be approximately £20k per site). Interest from the private sector would be minimal because of the location of the sites and the number of units capable of being developed. Factoring in the severe shortage and demand for larger family homes, it is anticipated that open market disposal would not represent the most effective benefit that the Council can derive from these sites (issues in respect of pooling of the capital receipt are summarised in section 4.5 below).

3.4.3 **Disposal to RSL**

This could be considered if BHP cannot deliver the site. However, it is difficult to get RSLs involved in delivering infill sites due to expense and lack of management presence. Also, they have other programmes and given current funding constraints are not willing to consider these sites given the relatively small number of units. Disposal to an RSL is also unlikely to be viable because the HCA is aware of BHP's interest in these schemes and the Council would need to provide a reasonable explanation as to why an RSL scheme would be favoured over BHP's bid.

3.4.4 **Disposal to BHP**

The recommendation in this report is for disposal of the land to BHP at nil financial consideration. The reasons for this are as follows:

- i) This is HRA land held for housing purposes. Disposal to BHP at nil financial consideration with 100% nomination rights held by the Council whilst the property is used as social rented accommodation, will ensure that this land continues to meet housing need in the borough.
- ii) The HCA funding is based on the expectation that the Council would contribute its own land at nil financial consideration. If a receipt is generated, then the HCA would apply a corresponding reduction in grant support.
- iii) The scheme would not be viable if the land was provided at market value.
- iv) The use of BHP for this project will assist BHP in building up its development role in carrying out wider regeneration of the area, delivering decent and sustainable neighbourhoods, as well as decent homes.
- v) In practice, the current state of the housing market means that it would be difficult for the council to dispose of the site on the private market that would provide good value to the Council.

3.4.5 The Executive is therefore asked to give its approval to dispose of the sites to BHP for nil financial consideration, and to delegate authority to the Director of Housing and Community Care to enter into a building lease in relation to the sites.

3.4.6 ***Do nothing***

The garages are in a state of disrepair. At present, the Council does not have the funding to carry out the necessary improvements and repairs. The cost of bringing the garages within all of the sites back into use is estimated to be approximately £1.3m. Furthermore, the condition of the sites is also likely to worsen without intervention and would result in revenue loss to the HRA in recurring repairs and maintenance to the garages. Also, if these sites were not to be included as an integral part of any development there is a risk that they would become an area of nuisance and litter/dumping to the detriment of the neighbouring community and the sites would have restricted viability. The demolition of the garages and the provision of new affordable housing to provide accommodation more suitable for meeting the Council's identified housing needs is therefore the preferred option. The proposals in this report will also contribute to the administration's new Corporate strategy which will be published in Autumn 2010.

3.4.7 The risks associated with the recommendations of this report relate primarily to the deliverability of the sites for affordable housing. It is difficult to quantify the risk as the sites will be considered in their own right as all the planning and community considerations are worked through. The general principle of development on the sites has been agreed by the planning officers.

4.0 Financial Implications

4.1 A bid will be made to the HCA under the Continuous Market Engagement process for Ander Close by Mid August 2010. A bid for Mead Court and Coppermead Close will be made when planning permission has been granted or when a recommendation for approval has been made by the planning officer. The balance of scheme costs will be directly financed from BHP's reserves. The total estimated cost of these schemes is shown in appendix 4.

4.2 The value of the sites is yet to be determined. The amount of capital receipt being foregone would need to take into account the current valuation of the sites and costs the Council would incur to dispose of the sites.

4.3 The Building Lease will include a provision that the development cannot commence before the Section 106 Agreement is completed and planning permission is granted.

4.4 In respect of Stamp Duty Land Tax (SDLT), this scheme will not attract SDLT liability since the transfer is at nil value. As the grant of nomination rights will be a planning obligation in the s.106 agreement, no SDLT will be payable by the Council or BHP on the deemed open market value of the nomination rights.

- 4.5 Under the Prudential Capital Finance System, which was introduced in 1st April 2004, the value of capital receipts foregone will need to be taken into account for the Capital Receipts Pooling (in which a percentage of capital receipts is paid to the Secretary of State).
- i) Regulation 22 of the Local Authorities (Capital Finance and Accounting (England) Regulations 2003), sets out that where an authority makes a disposal which would normally come within the scope of the pooling requirement, but is not paid in cash (in this case it is at nil financial consideration), then the authority must work out what it would have received if the sale has been in cash, and then apply the pooling requirements to that amount.
 - ii) Certain types of capital receipts can be treated as reduced before calculating the pooling percentage by reference to the “capital allowance”. The overall effect of the capital allowance is to allow capital receipts to be recycled into the authority’s own affordable housing and regeneration projects. Officers consider there is sufficient resources in the authority’s Capital Allowance that determine that none of this “Notional Capital Receipt” will need to be pooled.
- 4.6 Should BHP default on the Grant Agreement the Council could be liable to repay the grant to the HCA plus interest and expenses. In these circumstances, the land ownership would revert back to the Council, and the Council may dispose of the site or transfer the site to an RSL in order for the liability to be minimised.
- 4.7 As part of the s106 agreement required for the planning approval, BHP is required to meet the reasonable costs of the Council’s legal and professional services and make an additional contribution which is due to be paid to the Council on material start on site. The payment is a standardised charge which applies to all residential developments.
- 4.8 The land is held on the Housing Revenue Account but no revenue implications are anticipated for the Council as a result of the proposed disposal of the sites for affordable housing. BHP is to reimburse the Council for any reasonable legal and other professional fees the Council incurs, and acquisition costs of the additional affordable units are to be borne by BHP.
- 4.9 Whilst BHP is a wholly Council-owned company with separate governance arrangements through its Board, in accounting terms BHP’s accounts are part of Brent’s consolidated group balance sheet for statutory accounting purposes. Properties owned by BHP under this scheme and any liabilities arising from these will be shown in BHP’s accounts and not in the Council’s single entity accounts. However, both sets of accounts will be combined to form the Council group accounts, which include BHP’s assets and liabilities in the group balance sheet.
- 4.10 The financial risk to the Council in foregoing some or all of the anticipated capital receipts from open market disposal of the sites, either because of a lack of planning permission or because of unexpected costs in developing the site, is considered to be small. The anticipated capital receipt is not expected to be of any significant value and would be a ‘windfall’ as it has not been

assumed in any budget forecasts. Furthermore, any costs overruns arising from the construction and delivery of the scheme are to be met by BHP.

5.0 Legal Implications

- 5.1 As the Council holds the property for housing purposes it cannot dispose of the same other than in accordance with a Consent issued by the Secretary of State for Communities and Local Government under Section 32 to 34 of the Housing Act 1985.
- 5.2 Whilst there is a General Consent issued in March 2005 under the Housing Act 1985 and the Local Government Act 1988 which sets out different categories of disposals which are deemed to have consent, it will be necessary to obtain a Special Consent from the Secretary of State in this instance given that the disposal is to an ALMO for nil financial consideration. The building lease cannot be granted to BHP until such Consent has been granted.
- 5.3 In respect of the granting of the Performance Guarantee to the HCA on behalf of BHP, the Council has the power under section 24 of the Local Government Act 1988 ("LGA 1988") to provide any person with financial assistance for privately let housing accommodation. Financial assistance includes the acquisition, construction, maintenance and management of the properties (pursuant to section 24(1) LGA 1988) and includes guaranteeing the performance of any obligation owed to the person to whom the financial assistance is provided (pursuant to section 24(2) LGA 1988). Regarding privately let housing accommodation, under section 24(3) LGA 1988, this means that the properties are occupied as housing accommodation pursuant to any lease or licence of any description or under a statutory tenancy and that the immediate landlord of the occupiers of the properties is not a local authority, which BHP is not.
- 5.4 Under section 25 of the LGA 1988, it states that such a power (under s.24 LGA 1988) cannot be exercised without the consent of the Secretary of State. Therefore, the Council needs to seek the consent of the Secretary of State under section 25 of the LGA 1988 to give the Performance Guarantee to the HCA on behalf of BHP and the associated Rent Charge Agreement with the HCA.
- 5.5 In the decision of the Executive in its meeting dated 6 August 2007, Members agreed for BHP to own property and manage and grant assured tenancies which have been funded by the HCA using social housing grants allocated under the National Affordable Housing Programme. However, the Executive decided that this would be subject to the Executive's approval for BHP to enter into each scheme under this initiative.
- 5.6 It is proposed that BHP enter into a Building Lease with the Council to build out the scheme. BHP needs a full legal interest in the site to enter into a Grant Agreement with the HCA. A Building Lease achieves this object. On completion of the scheme the land will be transferred to BHP with appropriate covenants and restrictions being placed on the BHP title.

- 5.7 Under paragraph 5(3) of the Articles of Memorandum of Brent Housing Partnership, subject to the written consent of the Council, BHP has the power to borrow money, issue loan stock and raise money in such a manner as BHP sees fit.
- 5.8 In the Report to the Executive meeting of 6th August 2007, the Council agreed in principle to providing a Performance Guarantee Bond in relation to BHP's participation in the 2008-2011 NAHP. The HCA will give grants on a scheme by scheme basis to RSLs and ALMOs that satisfy the necessary criteria. The approval was given by the Executive in principle and subject to the terms set out by the HCA.
- 5.9 The terms of the Performance Guarantee Bond are set out in a document known as a base document for the NAHP to be agreed between the HCA and the ALMO, with the Council as Guarantor.
- 5.10 Allied to the Performance Guarantee Bond the Council is required by the terms of the Grant Agreement to enter into a Rent Charge Agreement with the HCA.
- 5.11 Under the Rent Charge Agreement the Council agrees to make the Property available for use as affordable housing and charges the freehold for the purpose of securing its covenants (inclusive of those to be performed by BHP under the Building Lease) which are enforceable by the HCA against the owners for the time being of the Property.
- 5.12 As part of the guarantee, the Council agrees to guarantee the "due performance" of BHP's performance obligations under the Grant Agreement, and this includes any variation or addition to the Grant Agreement. There are a number of consequences for the Council if the ALMO fails to carry out its obligations as set out in the NAHP Grant Agreement. The consequences are as follows:
- the Council will be liable for and indemnify the HCA on demand against all losses, damages, costs and expenses which are properly and reasonably incurred by the HCA and which the HCA may incur by reason or in consequence of any failure on the ALMO's part to carry out, observe or perform the obligations under the Grant Agreement or in consequence of the Grant Agreement being terminated;
 - upon demand from the HCA, the Council will carry out, observe, perform and fulfil in place of the ALMO the obligations, duties, undertakings, covenants under the Grant Agreement.
- 5.13 The ALMO will own the land for which it will obtain a grant from the HCA. If the Council were to observe the obligations of the Grant Agreement as landlord of the properties being funded under the NAHP, it is likely that the tenancies will change from being assured tenancies to secure tenancies as local authorities cannot grant assured tenancies. This may have an effect on the Housing Revenue Account.
- 5.14 Furthermore, the HCA is not bound to enforce any rights against the ALMO or any other guarantor or other person before enforcing guarantee. As long as

the HCA has served on the Council and the ALMO written notice requiring the ALMO to comply with the Grant Agreement and the ALMO has not done so within 14 days of such written notice, the HCA will be able to enforce the Guarantee without further resort to the ALMO. This is a standardised term applied to all of the HCA preferred partners and it is unlikely that revised terms would be offered to the Council, as this would result in an uncompetitive advantage in favour of the authority. However it should be noted that the Performance Guarantee specifically states that the Council will have no greater liability as guarantor than if it been named as a party to the Grant Agreement with the ALMO.

- 5.15 The Council will not be discharged from the Guarantee, or released or otherwise exonerated) if any of the following occurs:
- waiver, amendment or variation of the Agreement
 - waiver or release alteration to the nature of the NAHP Project
 - any allowance of time or other concession granted to the ALMO under the Grant Agreement or any other compromise or settlement of any dispute between the HCA and the ALMO
 - liquidation, bankruptcy, administration, dissolution, incapacity or absence of legal personality of either the ALMO or the Council
 - any provision of the Grant Agreement becoming illegal, invalid, void or voidable
 - suspension of or termination of the Grant Agreement
 - suspension or termination of the employment of the ALMO under the Grant Agreement
 - failure to take or realise, release, discharge or exchange any security guarantee or indemnity in respect of the Grant Agreement
 - any other act which might operate to discharge, release, impair or otherwise exonerate the Council from the Guarantee
- 5.16 The Guarantee is continuing and will continue until all obligations, duties, undertakings, covenants, conditions and warranties carried out or performed by the ALMO under the Grant Agreement will have been observed, satisfied or performed and discharged in full.
- 5.17 The HCA may make more than one demand under the Guarantee.
- 5.18 The Council has no right to counterclaim or set off against the ALMO for sums payable by the ALMO to the HCA for payment of monies by the Council to the HCA.
- 5.19 The Council will not, without prior consent from the HCA (which will not be unreasonably withheld or delayed), hold any security from the ALMO or any other person in respect of the Council's liability under the Guarantee.
- 5.20 As the Guarantee will be executed as a Deed, the Council's limitation will be 12 years from the date when the cause of action arose.
- 5.21 BHP to grant assured tenancies in respect of these properties and set rents in line with the Government's target rents.

5.22 BHP can offer prospective tenants an opportunity to own their home through Right to Acquire. Under the scheme tenants will be eligible for a discount, which is based on the location of the property. These discounts are in line with the discounts applied for the Right to Acquire scheme as set out in the Housing (Rights to Acquire) (Discount) Order 2002 (SI 2002 No 1091).

6.0 Diversity Implications

6.1 BHP will be required to deliver new homes to Lifetime Homes standards to maintain the future accessibility of properties

6.2 The Council currently has 3,693 households registered on its waiting list that require three bedroom accommodation. Officers are currently forecasting that RSLs will only complete 80 three bedroom properties from the new build programme over the next 12 months. The proposals are aimed at helping the Council achieve its Housing Strategy priorities of developing new homes. BHP plays a key role in encouraging community cohesion by bringing ethnic minorities and other excluded groups into the wider community through a number of innovative schemes, initiatives and a range of coordinated actions.

6.3 BME households are disproportionately reflected in the Council's Housing Register and amongst homeless households in the borough. This development aims to maintain the relationship respecting diversity and promoting choice for applicants registered on the Council's waiting list for the affordable housing. Given the current financial climate and down turn in the property market, the Council needs its development to partners continue to maximize the delivery of affordable homes.

6.4 As part of BHP's selection as a preferred partner, BHP were required to submit a BME Method Statement which sets out their approach to ensure their development activities are in line with the requirements of the HCA and the Council.

7.0 Staffing/Accommodation Implications (if appropriate)

7.1 N/A

8.0 Additional Information

Appendix 1: Site Map – Ander Close
Appendix 2: Site Map – Mead Court
Appendix 3: Site Map – Coppermead Close
Appendix 4: Financial information
Appendix 5: Financial appraisals

Contact Officers

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EXECUTIVE COMMITTEE

**Garages Adjacent to 32 Harrowdene Road,
Ander Close, Wembley, London HA0 2JE.**



**Site shown heavily outlined black.
Plan for information purposes only.
Site boundaries are indicative only
and are subject to detailed survey.**

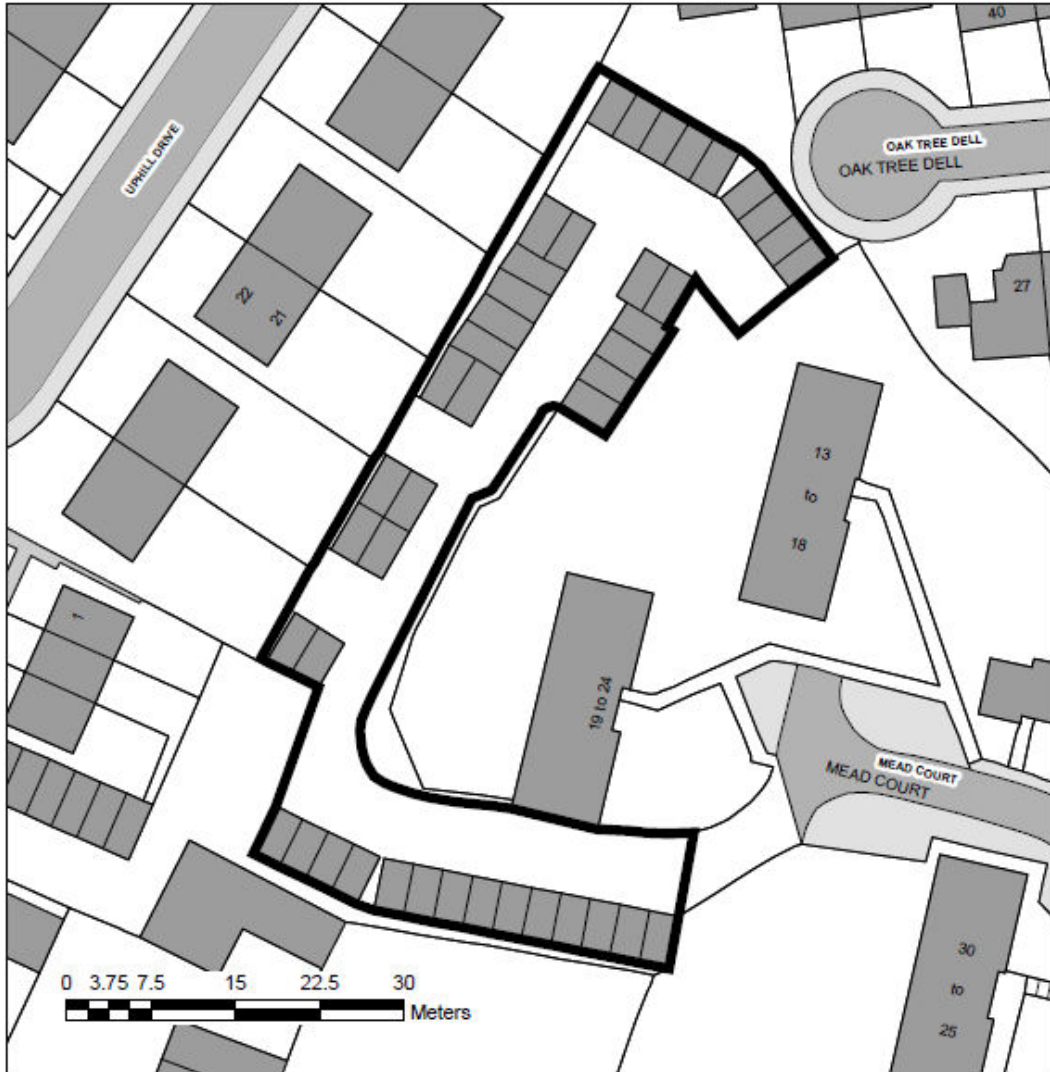
NORTH



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EXECUTIVE COMMITTEE

Garages at Mead Court, Buck Lane, London, NW9 0XN



**Site shown heavily outlined black.
Plan for information purposes only.
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NORTH

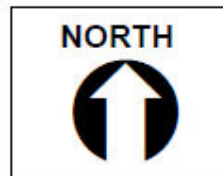


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EXECUTIVE COMMITTEE
Garages at Coppermead Close, Dollis Hill, London NW2 6NP.



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