

# MEMORANDUM

**To:** Setufe Selasi – Be First

**Date:** 20<sup>th</sup> September 2023

**From:** Edidiong Smith  
Legal Practice

**Re:** Report on Title – Site at Highland Avenue (the Site) (ES/029609)

---

This report relates to land at Highland Avenue shown edged red on the site plan attached relating to an innovative sites programme.

In the preparation of this report, I have reviewed the title entries at the Land Registry and the schedule of the property documents retained by the Land Registry.

## **Ownership**

The site comes within the Council freehold title EGL400559, the register and title plan for which is also attached. The land edged in green on the title plan no longer forms part of the title.

## **Rights and matters affecting the land in the title**

The title entries note easements and other rights relating transfers of adjoining properties and made pursuant to the Right to Buy provisions of the Housing Acts 1980/1985.

The entries also note that transfers of neighbouring properties by the Council or by the Greater London Council contain agreements and declarations as to party walls, their maintenance and access thereto. However, there are no further details of such matters.

The land is subject to any rights of way, support, rights of entry for the purpose of repair and maintenance and rights of drainage and rights in respect of water, gas and electricity supply services granted by various transfers made pursuant to the Housing Acts 1980/1985.

## **Restrictive covenants**

A Conveyance of the land in the title and other land dated 12 February 1945 made between (1) George Arthur Smith (Vendor) and (2) The Mayor Aldermen and

Burgesses of The Borough of Dagenham (Corporation) contains covenants details of which are set out in the below schedule of restrictive covenants and outlined below.

### **Schedule of restrictive covenants**

The following are details of the covenants contained in the Conveyance dated 12 February 1945.

“THE Corporation as the land hereby conveyed and with the intent to bind all persons in whom the said land shall from time to time be vested hereby covenants with the Vendor to observe and perform the stipulations and conditions in the Second Schedule hereto.”

### **The Second Schedule above referred to**

1. Fences – As soon as the materials are obtainable to erect and for ever after maintain on the eastern boundary of the land hereby conveyed a close boarded fence between the points C to D and E to F and G to H on the plan number two annexed hereto at a height of not less than five feet.
2. Trades Prohibited – Private dwellinghouses or buildings for health and public services shall be erected and no trade or business shall be carried on in any such house and particularly the trade of an innkeeper victualler or seller of wines spirits or beer or other intoxicating liquor to be consumed shall not be carried on upon any part of the premises or in any building which may be erected thereon.
3. Temporary Buildings – No hut shed caravan house on wheels or other chattel adapted or intended for use as a dwelling or sleeping apartment nor any booth shows swings or roundabouts or hoarding board (except for building purposes) or station for advertising shall be erected made placed or used or be allowed to remain upon any part of the premises provided that where it is necessary in furtherance of government proposals to construct erect and adapt any hut or temporary building for use as a dwellinghouse then the Vendor will raise no objection thereto.
4. Access to Roads – To provide and construct two roads each Forty feet with a twenty foot carriageway up to the points marked A and B on the said plan number two to link up with the Vendor's remaining estate and the vendor shall have free and uninterrupted access to all roads adjoining the remaining estate of the Vendor and to grant an easement of drainage through the sewers and surface water drains to be constructed by the Corporation which said sewers and surface water drains will be constructed at the lowest possible fall the Vendor being allowed to drain into the said sewers up to the maximum capacity only of the said sewers and provided connections thereof at the

places or points marked A and B on the said plan number 2 Provided that it be a condition precedent to the granting of such easement that the Vendor will construct the portion of his sewers in such manner and level as shall be decided by the Corporation.

5. Excavation – No gravel sand or earth shall be removed from any part of the land except such as shall be necessary for the purpose of building.
6. The Vendor reserves all rights of light and other rights and easements belonging to the adjoining and neighbouring property of the Vendor to the same extent as if such property belonged to a separate and independent owner.
7. The Vendor reserves the right at any time hereafter to waive the stipulations herein contained.

Please note that points A to H referred at clause 1 and clause 4 do not affect the land in this title. However, all the other restrictive covenants affect the land in this title.

#### **Other documentation**

None seen.

#### **Access**

The highway plan shows the adopted highway coloured purple.

#### **Comments**

No searches have been undertaken to establish statutory utilities. These can be arranged if required, but no doubt relevant utility companies will need to be consulted regarding the development proposals.

#### **Exclusion of liability**

This report is based on the information revealed by office copy entries from the Land Registry.

I have not inspected the Site, nor have I made any enquiry of anyone in occupation of the property.

This report is addressed to and is solely for the benefit of Be First in connection with the proposed development of the Site mentioned above and has been prepared as an information document only.

The contents of this report are private and confidential and must not be relied on by or made available to any third party without the prior written consent of the Director of Law and Governance of the Council.

Eddiong Smith

Legal Services