

To: Ms S Setufe
Senior Architect & Innovative Sites Programme Manager
Be First
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London
IG11 8HG

By email only to: selasi.setufe@befirst.london

Our ref: 108611-100/PL/TSS
Date: 13 May 2021

Dear Selasi

Garages Adjacent to Fambridge Road, London RM8 1NS (East Plot) (Site 8)
Party Wall etc. Act 1996 (the "1996 Act") and Neighbourly Matters

We have been instructed by London Borough of Barking & Dagenham to advise on issues that will need to be taken into consideration in respect of the Party Wall etc. Act 1996 and access issues in the event of redevelopment of the garage block adjacent to Fambridge Road, London RM8 1NS (East Plot Plot) (the "Site"). Our preliminary advice is set out in this report.

Introduction

Our assessment of party wall and access matters in relation to the proposed redevelopment is set out below and is based on a site inspection as well as the following information provided to us:

- A site location plan entitled Fambridge Road, London RM8 1NS (East Plot) showing the site (tinted in blue) and the properties and land immediately neighbouring the Site.

We understand that it is proposed to redevelop the Site to provide a new housing, however, no architectural, or engineering designs or details for the proposed development have yet been produced.

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Regulated by RICS

In light of the limited amount of information currently available, the reader is advised to treat this as a preliminary assessment at this stage. It is recommended that the preliminary advice in the report be re-considered once the proposed Site layout and building design has been established, in order to confirm, with greater accuracy, the nature of the notices that would need to be served under the Party Wall etc. Act 1996 and the nature of any access issues that are likely to arise.

In formulating our recommendations, we have inspected the Site, utilised online street mapping, online aerial photography and have briefly checked Land Registry title data relating to the neighbouring properties and land. Title information relating to the neighbouring properties and land is attached at **Appendix 1** to this letter.

In formulating our recommendations, we have inspected the utilised online street mapping, online aerial photography and we have briefly checked Land Registry title data.

The site



General view of the garage block.



Site plan.

The Site is located to the south east of Fambridge Road.

The Site is approximately 496 sq. m in area and consists of two parallel rows of garages comprising a total of 20 garages, 10 garages on each row. The rows are separated by a central concrete hardstanding. The garages are formed of single skin brickwork and have profiled metal roof coverings. Each garage is accessed via pair of side hung, timber doors.

The garages are built up to the boundary on the east and west sides of the garage compound. To the south of the garages, the boundary is delineated by a single skin brick wall. Access to the Site is through a steel gate off Fambridge Road.

Party Wall matters – notice provisions

In simple terms, the 1996 Act will apply if it is proposed to:

- 1) Construct a wall up to, or astride the legal boundary between land in different ownership (Section 1: Line of Junction works); and/or
- 2) Undertake certain building works to a wall in joint ownership, or in some cases a neighbour's external wall (Section 3: Party Structure works); and/or
- 3) Undertake excavation works within certain dimensional parameters (3 and/or 6 metres) of a neighbour's building or structure (Section 6: Adjacent Excavation works).

Each of the three situations described above has been considered in relation to redevelopment of the Site and our observations are set out under the numbered headings below.

1) Line of junction works

Line of junction works arise when construction of a new wall up to or astride a boundary is proposed, which has not previously been built upon (or has been built on, but only to the extent of a boundary wall). A boundary wall is one which, above ground, is positioned wholly on the land of one owner and does not form part of a building.

Service of line of junction notices therefore will be required on the following property if the proposed development involves the construction of an external wall of a building and/or free-standing boundary walls up to or astride the legal boundary:

- 16 Fambridge Road, Dagenham RM8 1NS;
- Council retained land to the east of the garages; and
- Land on the south of the garages.



16 Fambridge Road, Dagenham
RM8 1NS.



Land on the south of the garages.



Council retained land to the east of the
garages.

2) Party structure works

Party structure works relate to any adaptations proposed to shared walls, partitions or floors. These **works also include limited types of building work proposed to external walls of an adjoining owner's property** (for example cutting a chase for a flashing to weather the junction between two properties or cutting away projections).

From our review of the Site there is a party structure to the west boundary. Accordingly, service of notice may be required upon the following property, if the proposed development is built in very close proximity to the boundary:

- 16 Fambridge Road, Dagenham RM8 1NS



16 Fambridge Road, Dagenham
RM8 1NS.

3) Adjacent excavation works

Building work which involves excavation within notifiable distances (3 metres or 6 metres - depending on the depth of any proposed excavation) will require notice to be served on owners of adjoining buildings and structures.

From our review of the Site, it is anticipated that adjacent excavation notices are likely to be required in respect of the following properties, if the proposed development is within the notifiable distances (3 metres or 6 metres):

- 16 Fambridge Road, Dagenham RM8 1NS;
- Council retained land to the east of the garages.



There is a Café within the Council
retained land located east of the Site.



16 Fambridge Road, Dagenham
RM8 1NS.

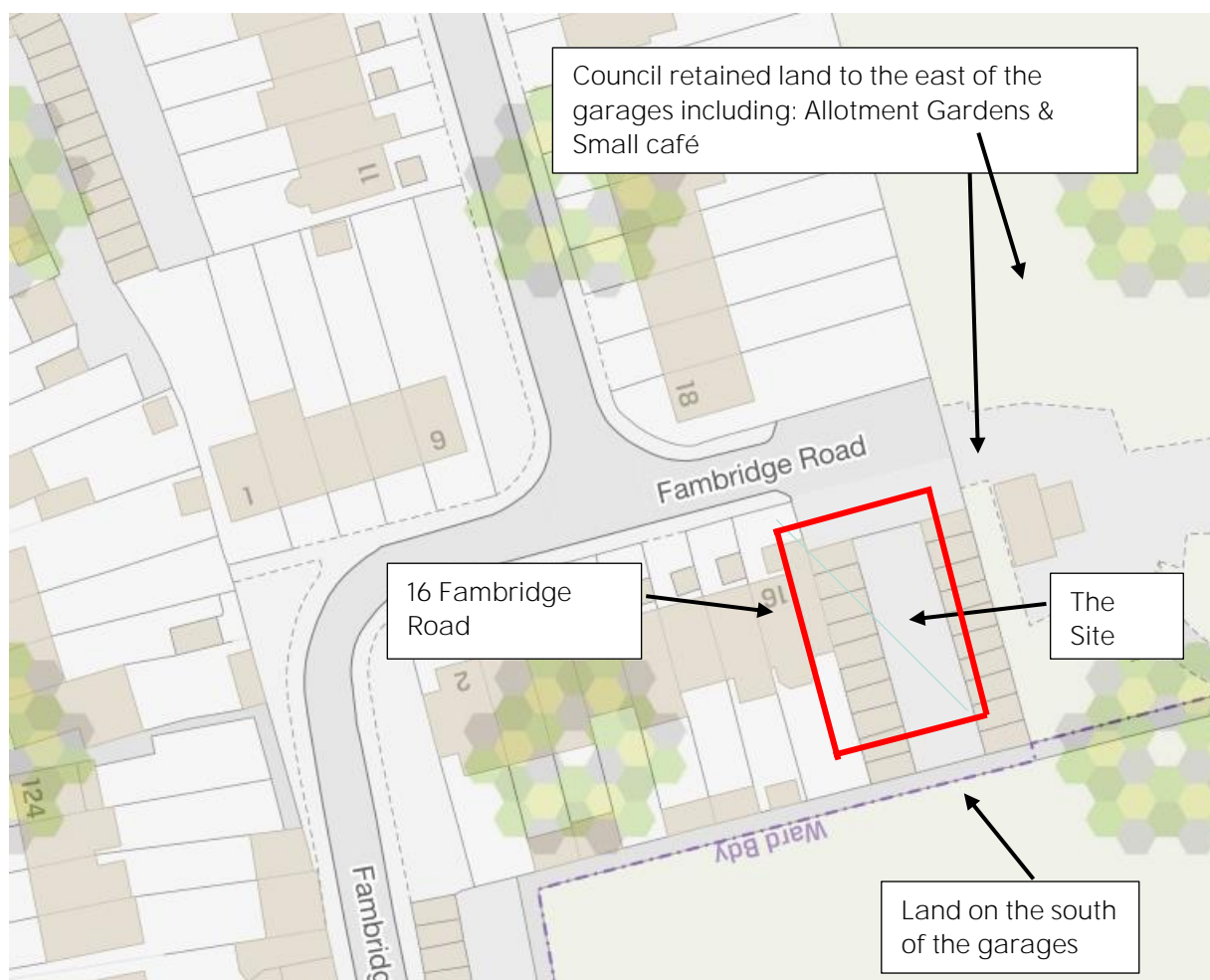
The requirement for service of adjacent excavation notices is subject to confirmation of the depth and position of excavations proposed on the Site and the depth of the foundations of any adjoining buildings or structures within 6 metres of the excavations.

Adjoining owners

The nature of the parties, on whom notices must be served, is prescribed by the 1996 Act. Persons owning the freehold interest in a property and any person with a leasehold interest in the same property must receive notice. Persons with leasehold interests granted for a term of one year, or less, tenants at will and mortgagees are not owners for the purposes of the 1996 Act and do not need to receive notice.

Our site inspection and our review of the information available online at Land Registry indicate that the following number of interests will require service of notice:

Properties	Freehold Owner	Leasehold Owners
16 Fambridge Road, Dagenham RM8 1NS	1	0
Land on the North Side of Wood Lane, and 29-33, 39, 41, 42, and 47 Fambridge Road, Dagenham - (Council retained land to the east of the garages)	1	0
The Robert Clack Comprehensive Upper School, Gosfield Road, Dagenham (RM8 1JU) and Land on the South Side of Crow Lane, Dagenham - (Land on the south of the garages)	1	0
Total	3	0



It should be noted that registration of a leasehold interest at Land Registry is only possible if the term of the interest granted is 7 years or more. Leases granted for a term of years that is shorter than 7 years cannot be registered. Thus, it is possible that further un-registered owners could be identified in due course, or that a number may be discounted following further research if a lease term has expired since this report was issued.

Upon receipt of a notice served pursuant to the 1996 Act, an adjoining owner may consent to the works identified in the notice, at which point, no further input is required by Party Wall Surveyors. Alternatively, the owner may dissent to the works identified. Upon dissenting, the adjoining owner can **either agree to the appointment of a single 'agreed surveyor', to act impartially between the parties,** or alternatively appoint a separate surveyor to act on their behalf.

Once a dispute has arisen and a surveyor, or surveyors, are appointed, they will produce an Award governing the timing, manner and execution of the notifiable works.

Party Wall matters – delivery programme

The Act sets certain statutory timescales which must be adhered to and have been put in place to safeguard the interests of both the developer and adjoining owners/neighbours.

Adjacent Excavation and Line of Junction notices must be served minimum of one month before works to which they relate commence on Site, whilst Party Structures notices have a two-month notice period. However, we recommend that you allow at least three to four months (from the date the notices are served) to agree the Awards. The speed with which Awards can be agreed is ultimately dependent on the flow of design information from a project team as the timing and manner of **executing the work can't be agreed without relevant design information, risk assessments and method statements.**

Fee budgets for party wall matters

Developer's party wall surveyor

The developer's surveyor's fees will be dependent on, among other things, the precise nature of the development proposed, the number of notices served, and the number of Awards agreed as a result.

Based on the preliminary information available, it is considered that up to 3 notices will need to be served and 3 Awards with schedules of condition might therefore result. We recommend you budget an average figure of £2,250, plus VAT, per Notice and Award/Schedule of Condition. A total fee **budget in respect of services required from a developer's party wall surveyor** might be up to £6,750 plus VAT.

Once re-development proposals have evolved into a more definitive scheme, we would be happy to provide more definitive guidance as to the fee budget required. It may also be possible to reduce the number of Notices/Awards required if the proposed development is positioned away from the adjoining buildings and boundaries. We would be happy to provide advice at the design stage to assist with this.

Neighbours' party wall surveyors

It is the convention in party wall matters that the developer pays the reasonable fees of each **neighbour's party wall surveyor**. The surveyor's reasonable fees could also include the fees of any **advising structural engineers** the neighbour's surveyor may wish to appoint. **We recommend a fee budget for the involvement of adjoining surveyors similar to that of a developer's party wall surveyor.**

Access matters

Access/Oversail licences

In limited circumstances, rights of access to a neighbour's land and/or air space can be obtained under the Party Wall etc. Act 1996, but only in respect of the building work identified in the initiating notices.

However, in most circumstances a developer will not have a right to enter neighbouring land, or air space for the purpose of erecting a scaffold or to oversail with a crane. Separate access licence agreements would be required for such access and there are no statutory procedures to be followed in respect of the procurement of such licences.

The adjoining owners do not have to grant you a license, but commercial owners tend to be amenable to this, subject to payment of financial consideration being offered. There is no formula for calculating the financial consideration and it is usually agreed by commercial negotiation. In some cases, neighbours might take a rather mercenary, single-minded approach.

The requirement for an access/oversail license on any development project will be dependent on the position of the building (or buildings) comprising the development relevant to the position of the legal boundary and the methods of construction envisaged.

The need to obtain consent to access adjoining land for the purposes of re-developing the Site can be avoided if the use of cranes that oversail adjoining land can be avoided and the design of any scheme features a gap between the legal boundary of the Site and the nearest major element of construction (external wall) of a new building of about 1,000mm to 1,500mm from the boundary.

Please let me know if you have any questions or queries.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Paul Lovelock', with a stylized, cursive script.

Paul Lovelock
Partner

Enc. Appendix 1 - Title information

Appendix 1

Title information

Schedule of title information publicly available from Land Registry for land and properties with boundaries immediately neighbouring the garage site at Fambridge Road, London RM8 1NS (East Plot).

Site 8

Garages Site off, Fambridge Road, Dagenham, London, RM8 1NS (East Plot)

Schedule of Title Information

for

Properties with boundaries adjoining the garage site at Fambridge Road, London, RM8 1NS (East Plot Plot).

Postal address of Adjoining Property	Nature of Adjoining Property	Title Number		Name(s) of Owner
		Freehold	Leasehold(s)	
16 Fambridge Road, Dagenham, RM8 1NS	End of terrace	EGL225010	None noted	<u>Freehold:</u> Deborah Caroline Ansell and Georgia Lauren Louise Ansell
Land on the North Side of Wood Lane, and 29-33, 39, 41, 42, and 47 Fambridge Road, Dagenham – (Council retained land to the east of the garages)	Various land including - Allotment Gardens/street /Café on the allotment grounds – see note 1.	EX21411	1 registered lease which is not within relevant proximity to the site.	<u>Freehold:</u> The Mayor and Burgesses of the London Borough of Barking and Dagenham
The Robert Clack Comprehensive Upper School, Gosfield Road, Dagenham, (RM8 1JU) and Land on the South Side of Crow Lane, Dagenham - (Land on the south of the garages)	Various land – see note 2.	EGL331359	1 registered lease which is not within relevant proximity to the site.	<u>Freehold:</u> The title cannot be currently obtained from the Land Register.

Note 1:

The freehold title number EX21411 includes the garages site at Fambridge Road, London, RM8 1NS (East Plot), various land including but not limited to allotment gardens and café to the east of the garages and 1 registered long leasehold interest which is not deemed to be within relevant proximity to the site.

Note 2:

The freehold title number EGL331359 included the retained land south of the garages and 1 registered long leasehold interest that falls within this freehold title which is not deemed to be within relevant proximity to the site. Both the freehold title and leasehold title therein cannot currently be obtained from the Land Registry.

Property on Fambridge Road



Official copy of register of title

Title number EGL225010

Edition date 26.02.2020

- This official copy shows the entries on the register of title on 31 MAR 2021 at 12:20:42.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 31 Mar 2021.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Telford Office.

A: Property Register

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

BARKING AND DAGENHAM

- 1 (02.12.1920) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 16 Fambridge Road, Dagenham (RM8 1NS).
- 2 The Transfer dated 22 August 1988 referred to in the Charges Register was made pursuant to Part V of the Housing Act 1985 and the land has the benefit of and is subject to such easements as are granted and reserved in the said Deed and the easements and rights specified in paragraph 2 of Schedule 6 of the said Act.

NOTE: The covenants restrictions and other stipulations referred to in the Charges Register of Title EX21411 and referred to in Clause 4 (xiv) of the above Transfer are set out in the Charges Register of this title so far as they affect.

- 3 The Transfer dated 22 August 1988 referred to above contains a provision as to boundary structures.

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 (17.09.2015) PROPRIETOR: DEBORAH CAROLINE ANSELL and GEORGIA LAUREN LOUISE ANSELL of 16 Fambridge Road, Dagenham RM8 1NS.
- 2 A Transfer to a former proprietor dated 1 June 1939 made between (1) Essex County Council and (2) The Mayor Aldermen and Burgesses of the Borough of Dagenham contains Vendors personal covenant(s) details of which are set out in the schedule of personal covenants hereto.
- 3 (17.09.2015) The price stated to have been paid on 10 September 2015 was £301,000.
- 4 (17.09.2015) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the

B: Proprietorship Register continued

court.

- 5 (17.09.2015) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 10 September 2015 in favour of National Westminster Bank PLC referred to in the Charges Register.
- 6 (26.02.2020) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 24 February 2020 in favour of Optimum Credit Limited referred to in the Charges Register.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Transfer dated 1 June 1939 referred to in the Proprietorship Register:-

The Vendors hereby covenant with the Purchasers that they the Vendors will (a) Pay.....the whole of the Annual Rent Charge of Fifty-two pounds eight shillings payable to the Lord of the Manor of Barking as the consideration for the enfranchisement of and charged upon certain parts of the said land.....formerly copyhold held of the said Lord of the Manor and (b) at all times hereafter indemnify the Purchasers and their successors in title against any payments in respect of the said

.....Annual Rentcharges.

NOTE: This is the rent charge referred to in the Charges Register.

C: Charges Register

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

- 1 The land in this title together with other land is subject to an annual rent charge of £52.8.0. payable to the Lord of the Manor of Barking as the consideration for the enfranchisement of certain parts formerly copyhold held of the said Manor.
- 2 A Transfer of the land in this title and other land dated 1 June 1939 made between (1) The County Council of the Administrative County of Essex (Vendors) and (2) The Mayor Aldermen and Burgesses of the Borough of Dagenham (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 A Transfer of the land in this title dated 22 August 1988 made between (1) The Mayor and Burgesses of the London Borough of Barking and Dagenham and (2) John Stanley Thomas and Maisie Thomas contains restrictive covenants.

NOTE: Original filed.

- 4 (17.09.2015) REGISTERED CHARGE dated 10 September 2015.
- 5 (17.09.2015) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of Mortgage Centre, P.O. Box 123, Greenock PA15 1EF.
- 6 (26.02.2020) REGISTERED CHARGE dated 24 February 2020.
- 7 (26.02.2020) Proprietor: OPTIMUM CREDIT LIMITED (Co. Regn. No. 8698121) of Capital Quarter 4, Tyndall Street, Cardiff CF10 4BZ.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Transfer

Schedule of restrictive covenants continued

dated 1 June 1939 referred to in the Charges Register:-

"The Purchasers hereby covenant with the Vendors and their successors in title to the intent and so as to bind (so far as practicable) the land hereby transferred into whosoever hands the same may come but so that neither the Purchasers nor their successors in title shall incur any personal liability after they have parted with all interest in the land in respect of which any breach shall occur that they the Purchasers and their successors in title will at all times hereafter perform observe and abide by the restrictive covenant set out in the Fourth Schedule hereto.

FOURTH SCHEDULE

Restrictive Covenant to be observed by Purchasers

No noisy noxious offensive or dangerous trade business pursuit or occupation shall be carried on upon the land or in any building hereafter to be erected thereon but nothing contained in this Schedule shall preclude the Purchasers from using the said property for any of the purposes for which they are now or may from time to time be authorised to acquire and/or utilise land except for the purposes of tipping dust or refuse as a site for a dust or refuse destructor or as a sewage farm but nothing contained in this Clause shall prevent the Purchasers from tipping clinker or other suitable materials upon the land for the purpose of improving the land."

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 31 March 2021 shows the state of this title plan on 31 March 2021 at 12:20:42. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Telford Office .

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H.M. LAND REGISTRY

TITLE NUMBER

EGL 225010

ORDNANCE SURVEY
PLAN REFERENCE

TQ 4987

SECTION M

Scale
1:1250

GREATER LONDON

BOROUGH OF BARKING AND DAGENHAM

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Council retained land
to the east of the garages



Official copy of register of title

Title number EX21411

Edition date 18.03.2014

- This official copy shows the entries on the register of title on 14 APR 2021 at 15:34:23.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 14 Apr 2021.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Telford Office.

A: Property Register

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

BARKING AND DAGENHAM

- 1 (02.12.1920) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land on the north side of Wood Lane, and 29-33, 39, 41, 42, and 47 Fambridge Road, Dagenham.
- 2 The land has the benefit of a right of way over the land tinted brown on the said plan.
- 3 The land edged and lettered X in green on the filed plan has been removed from the title.
- 4 The filed plan has been sub-divided into two parts.
- 5 The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 6 The transfers of those parts edged and numbered in green on the filed plan which were made pursuant to Chapter I of Part I of the Housing Act 1980 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 of that Act.
- 7 The transfer of those parts edged and numbered in green on the filed plan which were made pursuant to Part V of the Housing Act 1985 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of the Schedule 6 of that Act.

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 (13.04.1982) PROPRIETOR: THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARKING AND DAGENHAM of Civic Centre, Dagenham, Essex, RM10 7BN.
- 2 A Transfer to a former proprietor dated 1 June 1939 made between (1) The County Council of the Administrative County of Essex (Vendors) and (2) The Mayor Aldermen and Burgesses of the Borough of Dagenham

B: Proprietorship Register continued

(Purchasers) contains Vendors personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Transfer dated 1 June 1939 referred to in the Proprietorship Register:-

"The Vendors hereby covenant with the Purchasers that they the Vendors will (a) pay the whole of the Terminable Annuities in lieu of Tithe Rent Charge payable in respect of the land comprised in the Title No.Z 1197 Z redeemed under Section 4 of the Tithe Act 1918 and the whole of the Annual Rent Charge of Fifty-two pounds eight shillings payable to the Lord of the Manor of Barking as the consideration for the enfranchisement of and charged upon certain parts of the said land comprised in Title No.Z 1197 Z formerly copyhold held of the said Lord of the Manor and (b) at all times hereafter indemnify the Purchasers and their successors in title against any payments in respect of the said Terminable Annuities and Annual Rentcharges."

NOTE: This is the Rentcharge referred to in the Charges Register.

C: Charges Register

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

- 1 The land with other land is subject to the annual rent charge of £52.8.0 payable to the Lord of the Manor of Barking as the consideration for the enfranchisement of certain parts formerly copyhold held of the said Manor.
- 2 A Transfer of the land in this title dated 1 June 1939 made between (1) The County Council of the Administrative County of Essex (Vendors) and (2) The Mayor Aldermen and Burgesses of the Borough of Dagenham (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 The land tinted blue on the said plan is subject to rights of way.
- 4 The land is subject to the rights to lay and maintain a 24 inch gas pipe and ancillary apparatus in, through, upon and over a strip of land 20 feet wide where indicated by blue hatching on the filed plan with ancillary rights of entry and access granted by a Deed dated 29 December 1972 made between (1) The Mayor Aldermen and Burgesses of the London Borough of Barking and (2) North Thames Gas Board.

The said Deed also contains restrictive covenants.

NOTE: Copy filed under EGL24548.

- 5 The sewers, drains, pipes, wires, conduits, flues, chimney stacks, eaves, troughs and downpipes in under or upon the land adjoining the parts edged and numbered in green on the filed plan are subject to rights of user for the benefit of such parts so edged and numbered in green.
- 6 The land is subject to rights of drainage and rights in respect of water, gas and electricity supply services.
- 7 The parts of the land affected thereby which adjoin the parts edged and numbered in green on the filed plan are subject to rights of support and rights of entry for the purpose of repairing and maintaining the properties erected on the parts so edged and numbered in green.
- 8 The pedestrian and vehicular accessways included in the title are subject to rights of way.
- 9 (13.03.1995) The land is subject to the rights to construct, maintain, replace, alter, use, enlarge and inspect a line or use of electric cables with transformer rectifier and ground bed together with all such inspection chambers and apparatus as necessary in under or upon the strip of land two metres wide together with the natural right of

C: Charges Register continued

support and with ancillary rights of entry and passage over and along the strip of land and the adjoining land granted by a Deed dated 19 December 1994 made between (1) London Borough of Barking and Dagenham and (2) Essex and Suffolk Water PLC.

The said Deed also contains restrictive covenants by the grantor.

NOTE 1: The strip of land referred to is tinted mauve on the filed plan

NOTE 2: Copy filed.

- 10 (28.02.2002) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.

- 11 (18.03.2014) The land is subject to the rights granted by a Deed dated 11 March 2014 made between (1) The Mayor And Burgesses Of The London Borough Of Barking And Dagenham and (2) Eastern Power Networks Plc.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Transfer dated 1 June 1939 referred to in the Charges Register:-

"The Purchasers hereby covenant with the Vendors and their successors in title to the intent and so as to bind (so far as practicable) the land hereby transferred into whosoever hands the same may come but so that neither the Purchasers nor their successors in title shall incur any personal liability after they have parted with all interest in the land in respect of which any breach shall occur that they the Purchasers and their successors in title will at all times hereafter perform observe and abide by the restrictive covenant set out in the Fourth Schedule hereto.

FOURTH SCHEDULE.

Restrictive Covenant to be observed by Purchasers

No noisy oxious offensive or dangerous trade business pursuit or occupation shall be carried on upon the land or in any building hereafter to be erected thereon but nothing contained in this Schedule shall preclude the Purchasers from using the said property for any of the purposes for which they are now or may from time to time be authorised to acquire and/or utilise land except for the purposes of tipping dust or refuse as a site for a dust or refuse destructor or as a sewage farm but nothing contained in this Clause shall prevent the Purchasers from tipping clinker or other suitable materials upon the land for the purpose of improving the land."

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	28.02.2002 Edged yellow on the filed plan NOTE: Lease comprises also other land	Crowlands Golf Development site, Crow Lane.	17.01.2001 125 years from 31.7.2000	EGL435663

End of register

These are the notes referred to on the following official copy

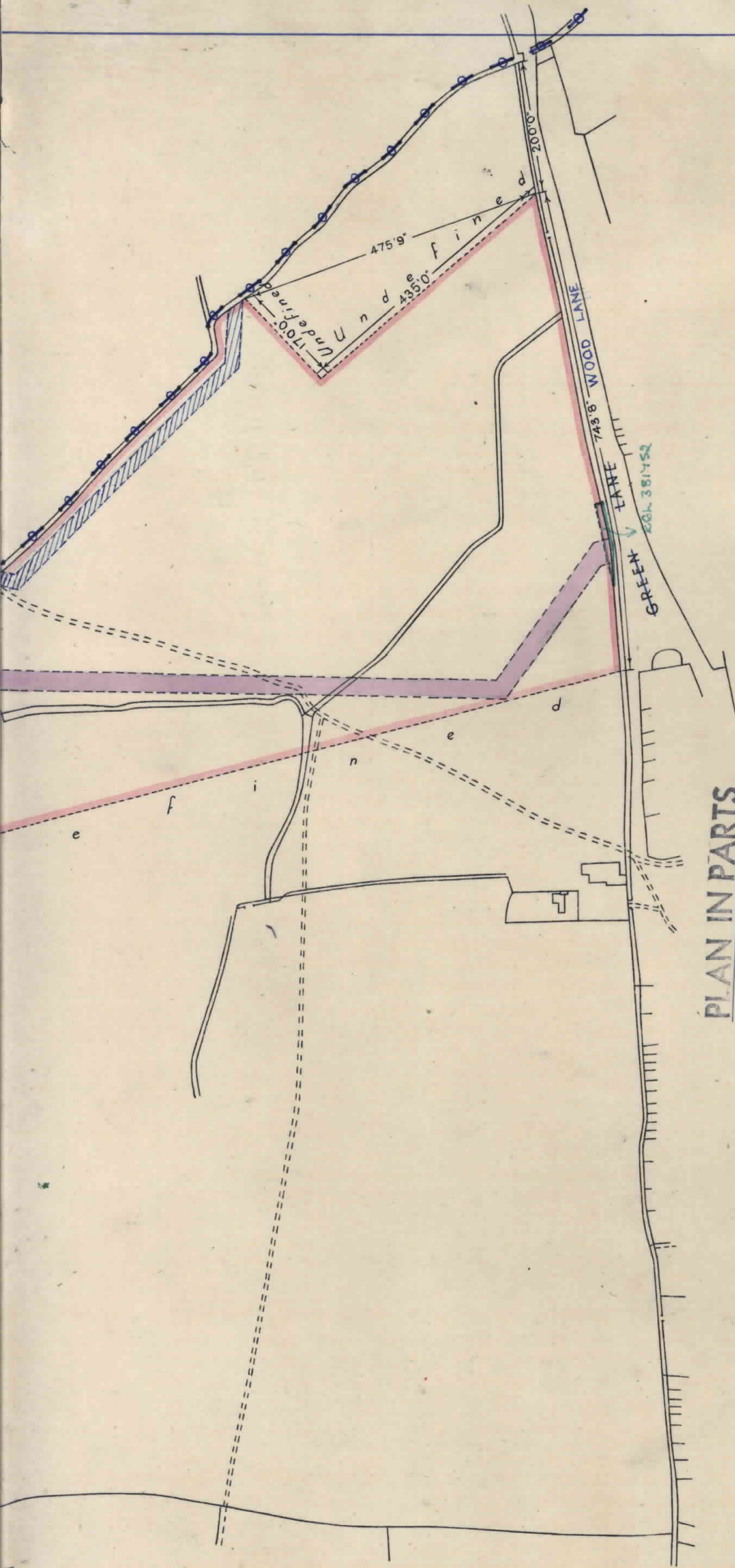
The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

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PLAN IN PARTS
PART 1

NLXXIX.13. NLXXIX.14.

H. M. LAND REGISTRY

Filed Plan of Title No. EX 21411

Scale $\frac{1}{2500}$

GREATER LONDON.

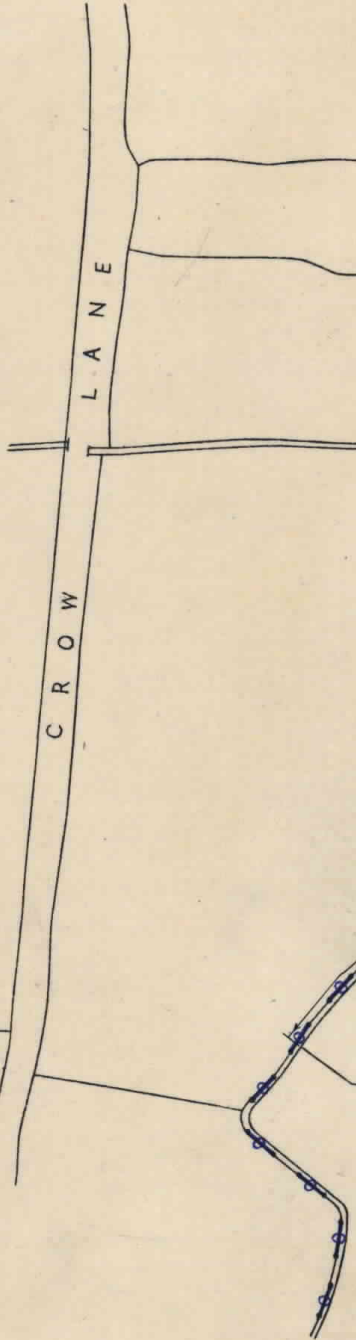
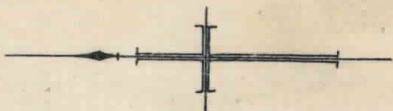


The undefined boundaries of this land are subject to revision on survey after the erection of fences

NOTE: This registration is with General Boundaries only.

NW

NLXXIX.9 | NLXXIX.10



BAGENHAM PARISH
BOROUGH OF BARKING

ROMFORD PARISH
BOROUGH OF HAVERING

Note: This area edged with red has been removed to part 2 of the filed plan and is shown at a larger scale and edged with red thereon.

NLXXIX.9
NLXXIX.13

NLXXIX.10
NLXXIX.14

GRAY AVENUE
TEMPLE AVENUE

H.M. LAND REGISTRY

TITLE NUMBER

EX21411

ORDNANCE SURVEY
PLAN REFERENCE

TQ 4987

SECTION

Scale
1/1250

GREATER LONDON

BOROUGH OF BARKING AND DAGENHAM

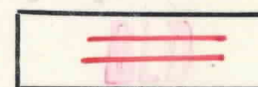
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PLAN IN PARTS
PART 2



EX 21411



Sent to Field		Removals from Title									
Title No.	Date	Title No.	Date	Title No.	Date	Title No.	Date	Title No.	Date	Title No.	Date
		EGL 109124	7-Jan-82	EGL 122977	21-10-82	EGL 289334	30.9.91				
		EGL 110248	12-Feb-82	EGL 123808	9-11-82	EGL 296386	23.10.91				
		EGL 110567	24-Feb-82	EGL 124896	6-12-82	EGL 312330	19-7-93				
		EGL 111654	8-Mar-82	EGL 125564	21-12-82	EGL 313938	3-9-93				
		EGL 111700	19-Mar-82	EGL 125644	23-12-82	EGL 351127	23-10-96				
		EGL 112946	15-April-82	EGL 126004	7-1-83	EGL 381840	14.12.98				
		EGL 113782	30-April-82	EGL 126928	31-1-83	WITH 100100-100-100 HANDS ADDED TO RQIN 388 1952					
		EGL 116690	29.6.82	EGL 128188	8-3-83						
		EGL 116580	25.6.82	EGL 136074	7-11-83	EGL 383946	29.1.99				
		EGL 117473	14.7.82	EGL 140996	4-4-84	EGL 397428	10-11-99				
		EGL 117687	16.7.82	EGL 141128	13-4-84						
		EGL 118507	29-7-82	EX 303765	21-11-84	YES EX PAFI					
		EGL 120551	3-9-82	EGL 217577	17.5.88						
		EGL 120813	7-9-82	EGL 219506	17-6-1988						
		EGL 121929	29-9-82	EGL 225500	8-9-1989						
		EGL 122612	14.10.82	EGL 238456	3-3-1989						
		EGL 122905	21-10-82	EGL 271550	24.8.1990						

MAP SECTION REFERENCE(S): TQ 4987 A+P

LEGAL STAFF REQUIREMENTS

References required on new title filed plans for T.P.'s and absolute D.F.L.'s falling within:

(a)

Note:- There is no EP or Corres File
at this stage.

(b) So far as affected by:

No references required (at this stage for):

Additional notes required on Certificates in Form 102:

Additional Notes

Lease Nos. Used

PL 7 Sent.....

Estate Plans Approved

Solicitors

Messrs.

Ref.....

Telephone