

## **Report on Title**

Relating to

Land at Manford Cross, Chigwell

### **INTERPRETATIONS**

The following terms are used in this report:

**Benefits:** any rights, easements, restrictions, stipulations, restrictive covenants, mining or minerals, or other interest that benefit the Site.

**Incumbrances:** any rights, easements, restrictions, stipulations, restrictive covenants, mining or minerals, or other interest to which the Site is subject to.

**Plot :** the land edged red shown on the Plan under title number BGL182707 and which forms the Site, and being Land at Manford Cross, Chigwell

**The Site:** the land edged red on the Plan

### **SUMMARY**

We note that you require a title report in connection with the development of the Site as shown edged red on the Plan supplied to you. This report is prepared based on the investigation of the registered title number BGL182707 and the historical deeds currently in the Council's possession and will provide you with the main issues (if any) that we think should be brought to your attention.

#### **1. The Site**

The Site comprises 2 plots of land as shown in red on the Plan which are opposite each other under the same title number BGL182707.

#### **2. Ownership**

The Site is owned by the Council and registered at the Land Registry with freehold title absolute under title number BGL182707 as evidenced by the attached Land Registry Office Copy and Plan above. Absolute title is the best class of title available. The site was registered on 2<sup>nd</sup> April 2024.

#### **3. BENEFITS**

##### **3.1. Easements**

An easement is a right exercisable by one property (the dominant land) over another piece of land (the servient land).

**The land has the following benefits:**

- 3.1.1 By a Conveyance dated 16 May 1941 and made between The Trustees of the Will of Philip Savill ("the Trustees") and the London County Council ("the Council"), Plot 1 and Plot 2 are subject to the following easements:

- a) Except and Reserved unto the Vendor as incident to the ownership or occupation of his adjoining lands (a) the right to erect or suffer to be erected and to alter any building or other erection on any part of the adjoining lands belonging to the Vendor and the free and unrestricted user of such adjoining land for building or other purposes and (b) subject to the consent of and to any conditions imposed by the Local Authorities concerned the full and free right of using all sewers and surface and other drains which may hereafter be made in or over the lands hereby assured and the right to connect with the same (at points to be approved by the Local Authorities concerned) sewers and drains from all parts of the Vendor's adjoining or neighbouring lands of south of Manor Road and the right to use all drains from the remaining part of "The Woodlands" and from "Fairview" and the farm buildings there-of now existing in or under the lands hereby assured as may be agreed for the purpose of repairing cleansing and maintaining such existing pipes or surface water drains subject to the Vendor making good to the satisfaction of the Council all damage thereby occasioned.

### **3.2 Covenants**

A covenant is agreement or promise to do or provide something, or to refrain from doing or providing something, which is meant to be binding on the party giving the covenant (who may be referred to as the covenantor).

The land has the following benefits of covenant:

- a) To keep the Council indemnified against all claims damages or costs arising out of any future breach of the covenants of restrictions or other stipulations referred to in the Conveyance dated 16 May 1941 and made between The Trustees of the Will of Philip Savill and London County Council.

## **4. Incumbrances - Matters burdening the Site**

### **4.1 Easements**

**The land is subject to Incumbrances:**

- 4.1.1 By a Conveyance dated 16 May 1941 and made between The Trustees of the Will of Philip Savill ("the Trustees") and the London County Council ("the Council"), Plot 1 and Plot 2 are subject to the following easements:
- a) The full and free right to use all sewers and surface and other drains which may be made in or over Plot 1 and the right to connect to sewer and drains from all parts of the Trustees adjoining or neighbouring land south of Manor Road;
- b) The right at any time on giving reasonable notice to enter upon Plot 1 as may be agreed for the purpose of repairing cleansing and maintaining existing pipes or surface and water drains subject to making good all damage occasioned thereby; and
- c) EXCEPT AND RESERVED unto the Trustees as incident to the ownership of their adjoining lands (a) the right to erect or suffer to be erected and to alter any building or other erection on any part of the adjoining lands

belonging to the Trustees and the free and unrestricted user of such adjoining lands for building or other purposes and subject to the consent and to any conditions imposed by the Local Authorities concerned the full and free right of using all sewers and surface and other drains which may hereafter be made in or over the lands hereby assured and the right to connect with the same (at points to be approved by the Local Authorities concerned) sewers and drains from all parts of the Trustees adjoining or neighbouring lands south of Manor Road and also power at any time on giving reasonable notice to enter upon such part of the lands hereby assured as may be agreed for the purpose of repairing cleansing and maintaining such existing pipes or surface water drains subject to making good all damage occasioned thereby.

## Summary of easements regarding Plot 1 and Plot 2

The land edged in red on the Plan was part of a large piece of land back in 1941 and it has been sold and built on over the years, and currently owned by different owners. Therefore, it is often very difficult to determine the extent of land which has the benefits of these easements and whose owners can enforce them. This is because the rules of easements are complicated but any owner of land in the vicinity of the Council's owned (edged in red on the plan) may be able to exercise such rights provided always that all the characteristics of the dominant and servient land (the test to exercise such rights) are fully met.

## 5. Local Authority Search

### 5.1 Planning and Building Regulation Entries

The local authority search does not reveal any planning or building regulation entries since 1 January 1990 and 1 April 2002 as shown below.

<a href="#">Local Land Charges</a>
The property is subject to:
Planning Charge(s) [Part Three]
Miscellaneous Charge(s) [Part Four]
<a href="#">Planning</a>
This report reveals no planning entries since 1 January 1990
<a href="#">Building Regulations</a>
This report reveals no building regulation entries since 1 April 2002
<a href="#">Development Plan Designations</a>
The report reveals the following:
None

The following entries have been made to the Local Land Charges, Planning and Building Regulation Registers:

## Report of Entries in the Local Land Charges, Planning & Building Regulation Registers

### Local Land Charges as at 4 June 2024

Part	Reference	Description	Date of Registration
3		ARTICLE 4 Article 4 direction made under This Article 4 Direction takes away permitted development rights of the change of use Class C3 (dwelling houses) to Class C4 (houses in multiple occupation); Class L(b) of Part 3 of Schedule 2 to the Order Article 4 Direction Borough Wide (Redbridge) for HMOs Date of Registration: Made in December 2019	
4		Clean Air Act 1956 London Borough of Redbridge No.8 (Hainault) Smoke Control Order, 1965	13.07.1965

### Other Planning History from 1 January 1990

This search reports information on planning and other matters relating to the subject property only. If required, information relating to other properties in the vicinity can be supplied on receipt of a separate search request.

Reference	Description	Decision	Date of Decision
	There are no entries relating to this property		

## 5.2 Roads and Public Rights of Way

- Manford Cross is a highway maintainable at public expense;
- No public right of way abuts on, or crosses the Site;
- The Site is not required for public purposes;
- The Site is not required for Public Road Works.

## 5.3 Road Rail and Traffic Schemes

Agreed to support an ongoing program to install double yellow lines at road junctions to assist road safety as and when resources allow.

## 5.4 Drainage, Water and Charging Matters

Drainage:

- Does foul water from the property drain to the public sewer? Yes
- Does surface water from the property drain to the public sewer? Yes
- Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property? No
- Does the public sewer map indicate any public sewage pumping station within the boundaries of the property? No
- Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property? Yes
- Does the public sewer map indicate any public pumping station within 50 metres (164.04 feet) of any buildings within the property? Insured
- Are any sewers or lateral drains serving, or which are proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement? No
- Has any Sewerage Undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain? No
- Is any building which is, or forms part of the property, at risk of internal flooding due to overloaded public sewers? Insured

- J) Please state the distance from the property to the nearest boundary of the nearest sewage treatment works? Insured

Water:

- A) Is the property connected to mains water supply? Yes
- B) Are there any water mains, resource mains or discharge pipes within the boundaries of the property? No
- C) Is any water main or service pipe serving, or which is proposed to serve the property, the subject of
- D) an existing adoption agreement or an application for such an agreement? No
- E) Is this property at risk of receiving low water pressure or flow? Insured

Charging:

- A) Who is responsible for providing the sewerage services for the property? Thames Water
- B) Who is responsible for providing the water services for the property? Thames Water
- C) Who bills the property for sewerage services? Thames Water
- D) Who bills the property for water services? Thames Water
- E) Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation? Insured

### **5.5 Community Infrastructure Levy (CIL)**

Yes, the London Borough of Redbridge CIL Charging Schedule, approved 17.11.2011 and the London Mayoral CIL 1 Charging Schedule adopted February 2012, came into effect on 01.04.2012 and the London Mayoral CIL 2 Charging schedule adopted February 2019, came into effect on 01.04.2019. For further information please e-mail: [landcharges@redbridge.gov.uk](mailto:landcharges@redbridge.gov.uk)

### **5.6 Contaminated Land**

Section 3.13 of the local searches reveal that the Site has not been identified as contaminated land.

### **5.7 Radon Gas**

Section 3.14 of the local searches indicate that the Site is not in a "Radon Affected Area".

### **5.8 Asset Community Value**

According to the local searches the Site has not been nominated as an Asset Community Value.

## **6 Planning and Building Regulation**

The land does not benefit from any planning permissions. Any proposed development of the land is subject to planning permission

## **7 Boundaries**

The prospective owners should carry out their own boundary survey.

## **8 Conclusion**

Based on our investigation of the registered titles and deeds, as well as the results of local and drainage searches, we have not encountered any issues that may make the land unsuitable for development.

## **9 Exclusion of Liability**

This report is prepared based on the investigation of the registered title number BGL182707 and the historical deeds currently in the Council's possession and provides Bidders with the main issues (if any) that may impact on the development of the site. Please note, the Council does not provide any warranties in relation to the information provided and Bidders should undertake their own investigations and enquiries.

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For and on behalf of Pervinder Sandhu  
Operational Director – Assurance