

REPORT ON TITLE

AUGUST 2017

FOR TENDRING DISTRICT COUNCIL (TDC)

ON

LAND ON THE NORTH SIDE OF BROOKLANDS, JAYWICK, CLACTON-ON-SEA, ESSEX (PARCEL 2)

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1. INTERPRETATION

The following terms are used in this report:

Benefits: any right, easement, restriction, stipulation, restrictive covenant, mining or mineral right, franchise or other interest that benefits the Property.

Contract: the agreement to be entered into between you and the Seller for the sale and purchase of the Property.

HMRC: HM Revenue & Customs.

Incumbrances: any right, easement, restriction, stipulation, restrictive covenant, mining or mineral right, franchise or other interest to which the Property is subject

Property: The property described in Paragraph 5 of this report.

SDLT: Stamp duty land tax.

Seller: The Guinness Partnership Limited registered under the Co-operative and Community Benefit Societies Act 2014 with number 31693R whose registered office is at 30 Brock Street, Regent's Place, London NW1 3FG.

VAT: value added tax chargeable under the Value Added Tax Act 1994.

2. SCOPE OF THE REVIEW AND LIMITATION OF LIABILITY

2.1

This report has been prepared for the sole benefit of you, Tendring District Council, in connection with your proposed purchase of the Property from the Seller and for no other purpose.

2.2

The contents of this report are private and confidential. It must not be relied on by or made available to any other party without our written consent.

2.3

The report is based on our review of the title documents, search results, planning documents and replies to pre-contract enquiries given by the Seller.

2.4

We have not inspected the Property and are unable to advise on the physical condition of the Property. We would advise you to arrange for a survey/walk-over of the Property to be carried out by a suitably qualified professional/Officer of the Council, if this has not already been arranged: we understand there are no buildings at/on the Property and therefore a structural survey would not usually be required. A

survey/walk-over should identify any physical defects in the Property and may warn of potential defects. It is important to be aware of any defects in the Property before you exchange contracts. Once you have exchanged contracts, you will not be entitled to any compensation from the Seller if you have to put right any defects.

2.5

We have made no enquiries of the actual occupiers of the Property, if applicable, and have not taken any steps to verify independently the information supplied by the Seller in replies to enquiries other than by reference to the standard surveys and reports obtained; this is specified below where appropriate.

2.6

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2.7

At the date of this report, the matters listed in the Schedule are outstanding or require further discussion. We will keep you informed as and when these matters are resolved.

2.8

You are aware that this transaction has been relatively protracted for various reasons and as a result of that many of the searches/surveys are almost 4 months old. However, it is our opinion that due to the nature of the site, the search/survey results and the price being paid for the Property it would not be proportionate to obtain updated searches/surveys.

3. EXECUTIVE SUMMARY

This is a summary of the key issues that we think should be brought to your attention:

3.1 Use of Part of the Property as a Community Garden

We believe you are aware that part of the Property is currently used as a public garden. This is discussed further below at paragraphs 5.2 and 9.1 of this report. This use may have implications in terms of future maintenance costs for the Property and restrictions on its use or disposal.

3.2 Restrictive Covenants/Incumbrances on Title

While there are several restrictive covenants that affect this land, the ones of most concern and that may affect the future use of the Property, relate to (1) the need for any owner of the Property to obtain consent from one of the previous owners to develop the site and (2) the rights of Anglian water over the Property. Please see paragraphs 7, 8.4 and Annex E of the report where the implications of these Incumbrances are discussed further.

REDACTED

3.3 Additional Covenants

The Seller is imposing some additional restrictive covenants on title as discussed at paragraph 4.6.5 of this report. Although the additional covenants are in our opinion quite usual with transactions like this where the Seller is retaining neighbouring Property and/or is another Authority/Trust/Charity type set-up, we note the Cabinet Decision did not envisage additional covenants being imposed and therefore wanted to ensure these were brought to your attention.

4. PURCHASE PRICE AND OTHER CONTRACT TERMS

4.1

The purchase price is £18,000.00 (eighteen thousand pounds).

4.2

The purchase price is exclusive of VAT. This means that if VAT is payable on the purchase price, the amount of VAT will be added to the purchase price. The Seller has indicated they are not electing to charge VAT on the purchase price.

4.4

You will pay a deposit of £1,800.00 (one thousand eight hundred pounds) to the Seller when the Contract is exchanged; that is 10% (ten percent) of the purchase price.

4.5

The deposit will be held by the Seller's solicitor as stakeholder. On completion of the purchase of the Property, the deposit and any interest that has accrued on the deposit will be paid to the Seller.

4.6

We would like to bring these other terms of the Contract to your attention:

4.6.1 The contract requires that you will complete the Transfer Deed in a form agreed and annexed to the contract. The Transfer requires you to covenant to observe and perform the covenants referred to in the Charges Register of the title (those contained in paragraph 7 below and as already referred to in part in the Executive summary). This is a usual requirement;

4.6.2 By entering into the contract you acknowledge that before the date of it, you have had permission and the full opportunity to inspect, survey and carry out investigations as to the condition of the Property. You agree you have formed your own view as to the condition of the Property and the suitability of the Property for your needs and no further enquiries or investigations about the same can be made after the date of the contract;

4.6.3 The Seller is selling the Property free from Incumbrances other than those dealt with in this report and you are deemed to have full knowledge of the matters referred to in section (i) to (vii) below and will not raise any enquiry, objection, requisition or claim in respect of any of them:

(a) any matters contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 12 August 2015 and timed at 12:48:25 under title number EX611909; these are dealt with in paragraph 7.5 of this report;

(b) any matters discoverable by inspection of the Property before the date of the contract;

(c) any matters which the Seller does not and could not reasonably know about;

(d) any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into the contract;

(e) public requirements; that means any notice order demand request requirement or proposal having specific reference to the Property which is given or made (whether before on or after the date of the contract and whether or not subject to any confirmation) by a body acting on statutory authority or any competent authority and includes: all matters registered or registrable as local land charges (whether or not so registered); and all actual or proposed charges orders directions conditions proposals demands restrictions agreements notices or other matters whatsoever (whether registered or not before today's date) affecting or relating to the property or any part thereof or any building or other structure thereon or any part thereof arising under the Planning Acts. We have undertaken all of the usual searches and therefore any public requirements that are notifiable in this way should have been revealed; and

(f) any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002 OR unregistered interests which override first registration under Schedule 1 to the Land Registration Act 2002. Again all of the usual searches have been conducted and no such matters seem to exist.

4.6.4 The Property is being sold with full title guarantee which is the best type of title guarantee available.

4.6.5 The form of transfer deed (TP1) is appended to the contract and secures the following reservations for the Seller and imposes the following restrictive covenants:

- not to use the Property for any illegal or immoral purpose;
- not to do anything at the Property that would cause loss, damage, injury, nuisance, annoyance, disturbance or inconvenience to the Transferor or the owners or occupiers of any neighbouring property; and

- not to unreasonably obstruct or interfere with the flow of light or air to the windows, doors or other openings in the buildings currently situated on the Transferor's Retained Land.

These are quite usual and do not seem particularly onerous in the circumstances

The TP1 also reserves the following rights for the Seller and their successors in title:

- the right to use any part of the Transferor's Retained Land as the Transferor thinks fit, or to build on or develop any part of the Transferor's Retained Land, provided that any such use or works do not interfere with, or obstruct, the exercise of the Rights granted to the Transferee;
- the right to use and to connect into any Service Media at the Property which serve other parts of the Transferor's Retained Property which are in existence at the date of this transfer or are installed or constructed after the date of the transfer;
- subject to compliance with the Conditions for Entry (which, paraphrasing deals with entering at reasonable times and making good any damage caused on entry), the right to enter the Property with or without agents, professional advisers, workmen and equipment so far as is reasonably necessary: (a) to inspect or carry out works to any other part of the Transferor's Retained Land; (b) to inspect, repair, maintain, install, re-route or replace any Service Media serving any other part of the Transferor's Retained Land; (c) to plant trees or shrubs or to carry out any landscaping or to fulfil the requirements of any relevant planning permission; (d) the right of support and protection to the Transferor's Retained Property and any building on the Transferor's Retained Property from the Property.

Again we suggest these are quite usual in the circumstances and providing any development is undertaken in accordance with applicable rules, legislation and regulations should not cause concerns for future use of the Property.

5. THE PROPERTY

5.1

The Property is the freehold land and buildings known as Land on the north side of Brooklands, Jaywick. The Council has previously purchased land in the vicinity with the same estate description and therefore we have decided with the Council's Finance Department, for accounting and auditing purposes, that this Property will be referred to using the above description with the addition of "Parcel 2".

5.2

A plan showing the Property edged in red is attached as Annex A. Please check the plan carefully to ensure that it accurately reflects the extent of the land that you believe you are buying. The plan may not show the exact location of the boundaries of the Property. You should inspect the Property and let us know if there are any discrepancies between the plan and the site inspection: as stated above we have not and will not visit the Property during the course of this transaction.

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You will note from the plan that there are three areas excluded from the Land Registry title and not to be transferred to the Council; these are edged blue, edged green and shaded grey. We understand that the green land is a pumping station; it is registered to Anglian Water Services Limited with Land Registry Title EX748522. The implications for that are dealt with in the Incumbrances section below.

The blue land is to remain in the ownership of the Seller because it has residential properties built on it.

The grey shaded land appears to be unregistered; this is also dealt with in the Incumbrances section below.

5.3

The Property (including the blue land to be retained by the Seller) is registered at the Land Registry under title number EX611909. The class of title is absolute freehold title. Absolute title is the best class of title available.

5.4

The registered owner of the Property is the Seller.

6. MATTERS BENEFITING THE PROPERTY

There are no matters benefitting the Property.

7. MATTERS BURDENING THE PROPERTY

The Property is subject to the following Incumbrances which intend to restrict the use of the land and have been imposed over time as the land has been sold from one person to another.

7.1

There was a Restriction on the Official Copies provided by the Seller that the Property could not be disposed of (i.e. sold) without a certificate being provided that Section 172 of the Housing Act 2008 had been complied with. However, recent searches indicate that restriction has been removed and the Seller's Solicitor has confirmed that is the case so it is our opinion that we can proceed without any certificates being provided from any third parties.

7.2

By Conveyances dated 4 July 1959 and 16 December 1988 and a Transfer dated 2 November 1998 the following restrictive covenants apply to the Property (paraphrasing):

- Not to use the land or buildings for the sale of intoxicating liquor wines or spirits (“sale” includes consumption) or for a club for that purpose;
- No tents or caravans on the land without consent of those with the benefit of the restrictive covenants;
- Not to cause sanitary or other nuisance or annoyance on the land or which may affect neighbours;
- No use of land other than for residential purposes and all purposes properly incidental to use and occupation of that type;
- Plans and written specifications of all buildings and outbuildings or additions erected must be submitted to those with the benefit of the restrictive covenants and approved by the local authority and in accordance with their byelaws; and
- On the first sale of each and every dwelling erected on the land, only to sell it via a particular Managing Agent (who no longer seems to exist).

7.3

The Conveyance dated 16 December 1988 also reserves a right of way with or without vehicles or animal rights for the previous owners of the Property over the roadway coloured brown on the plan attached to that Conveyance and attached to this report as Annex C. It is unclear from the information we have whether the roadway is still used or whether it now forms part of Lotus Way as identified in the valuers report: it is not clear on that point at paragraphs 2.01 and 2.04 of the same. That point could be clarified by a site visit or further discussion with the valuer although we have also raised an enquiry with the Seller’s solicitor.

We asked the Seller whether their client could confirm whether the road/footpath referred to in entry C4 of the Official Copies is still in use and if so, whether it is a recognised/named road. Has their client ever been asked to contribute to the costs of maintaining roads/pathways on the Property or in the vicinity of the Property, including but not limited to Lotus Way and Brooklands Gardens. The Seller advised they were not aware of having to contribute to maintenance costs but did not comment on usage.

7.4

A Deed of Exchange (affecting land on the eastern side of the title) dated 27 July 1982 contains the following provisions:

- (a) A right of way at all times and for all purposes with or without vehicles plant and machinery over and along the track shown coloured brown on the plan marked A annexed hereto together with the right to surface that part of the said access track as it marked “hardcore access track 3.0 m wide” on the said plan;

(b) The right to retain and use the existing overhead electricity cables serving the Trustees land in the position approximately indicated on the said plan together with the right at all reasonable times to enter upon the Trustees adjoining land with or without workmen for the purpose of inspecting repairing maintaining or renewing the same the Authority making good all damage caused by such entry;

(c) The right to install maintain repair and use in the Trustees adjoining land in the position approximately indicated on the said plan an overflow pipe from the sewage pumping station to be constructed on the Trustees land; and

(d) the Trustees as trustees hereby grant unto the Authority a right of way at all times and for all purposes with or without vehicles plant and machinery over and along the brown land to and from the Lion Point land

The plan referred to is attached an Annex B to this report. It seems the access was to the pumping station owned by Anglian Water which from a review of the documents provided and using the satellite imaging currently available on "Google" seems to no longer exist because Lotus Way now abuts the pumping station giving, we suspect, direct access.

7.5

REDACTED

8. SEARCH RESULTS

8.1 Index map search

An index map search confirms whether a property is registered at the Land Registry (and, if so, the title number(s) under which it is registered). If a property is not registered, an index map search will show whether a property is subject to any pending applications for registration or any cautions against first registration.

The result of our first index map search revealed issues with the plan supplied by the Seller: it indicated that the aforementioned land owned by Anglian Water and unregistered was included within the red-line area of the Property. We are confident that the new plan identifies the correct land as the Property but have applied for a second index map search with the new plan to verify that and await the results of the second search. We will update you as soon as the results are received.

8.2 Local land charges search and planning matters

A search of the local land charges register shows matters such as compulsory purchase orders, tree preservation orders, planning enforcement notices and financial charges registered against a property. You should note that the search result provides a snapshot of the register on the date of the search.

Local land charges registered after the date of the search will still bind a property.

The local land charges search was provided by Tendring District Council's Local Land Charges Department on 21 April 2017. The result of the search did not show any entries that adversely affect the property but revealed that the following local land charges are registered against the Property:

- Historical enforcement notice to cease or to cause the cessation of tipping operations namely the deposit of earth and subsoil;
- Article 4 Directions removing Permitted Development Rights in respect of conversion to Houses in Multiple Occupation and Permitted Development Rights in relation to some types of dwelling houses; and
- Three planning permissions from the late 80s and 90s for the deposit of fill to raise the ground level of the site and residential development with ancillary road.

It does not seem that any of the above should cause concern for the proposed use of the land, with any unauthorised tipping being some time ago and subject to the desk top survey regarding potential contaminative uses, but if there is anything you would like further information about, please ask. Should you feel that the tipping operations are of concern there is potential to request further more detailed contamination investigations but that would be at additional cost and would cause a delay.

8.3 Local authority search (including any optional and additional enquiries)

A local authority search reveals important information about a property, such as planning permissions and building regulation consents, proposals for road schemes, environmental and pollution notices and whether any part of the property is registered as common land or as a town or village green. A local authority search only reveals matters that affect the property being searched against. It will not disclose matters that affect neighbouring properties. If you require information about neighbouring properties, you should let us know so that further enquiries can be made.

The local authority search was provided by Tendring District Council Local Land Charges Department 21 April 2017. The result of the search revealed the following information:

- Lotus Way (running horizontally east to west through the Property) although an unclassified road is a highway maintainable at public expense but there also seems to be other access to the land which is not adopted. Brooklands (running vertically north to south through the south east part of the Property until it meets Lotus Way) is part private road and part unclassified road but again appears to be maintainable at public expense. Please let us know if you are aware of anything that may indicate that the Property does not abut the highway, for example, a strip of concrete or a grass verge between the Property and the road surface and if you are aware that access to the Property is gained other than from the highway or if you plan to move the access to the Property from its current position.

- No part of the Property is currently registered as common land or as a town or village green but please see the point made above about future applications. The possibility of land being common land or a town or village green is significant, as the land may be subject to third party rights and the owner's ability to use or develop the land may be restricted. Even if land is not registered as common land or a town or village green at the date of the search, it is possible for common land or new town or village greens to be registered in some circumstances.
- That as part of the Tendring District Local Plan 2007: the property is outside of the settlement development boundary /flood zone/ urban regeneration area / Jaywick regeneration sites/ Part within Local Green Gaps/Part within Proposed New Recreational Space. However, in the Tendring District Council Local Plan Proposed Submission Draft 2016 the Property although still within a flood zone is to lie within the settlement development boundary and the search indicates the other designations have been removed meaning that development of the site should be less problematic in planning terms.
- Planning history of the site is attached as Annex D. The building previously on the site seems to have gone making reference to the valuers report and the most recent planning application to create a recreational area seems to accord with the known use of the site.

8.4 Drainage and water enquiries

The replies to drainage and water enquiries show whether a property is connected to the mains water supply and mains drainage. The replies may also show the location of public sewers within the boundary of a property and other such matters that may restrict development.

Replies to the drainage and water enquiries were provided by Geodesys on 21 April 2017. The replies revealed the following information:

- The Property is not connected to a foul water or a fresh water supply and therefore there are no charges payable in connection with such supplies nor surface water drainage;
- The Public Sewer Map (please see Drainage and Water Enquiries provided as Annex E with this report) indicates there is a public pumping station and a public sewer disposal main or lateral drain within the boundaries of the Property as well as water mains, resource mains or discharge pipes within the boundaries of the Property. This may restrict future development as Anglian Water has a statutory right of access to carry out works subject to notice. You will note from the map and the description of the Property above that the pumping station is outside of the Property i.e. the land being acquired by you but landlocked within it and so the above is to be expected. We also understand you were aware of this prior to agreeing the purchase price of the Property. The replies indicate Anglian Water anticipate that they will access their land to maintain their assets on a 12 monthly basis which is reviewed dependant on monitoring and performance.

- Looking at the maps you will see that the water main enters the Property slightly at the east side and then stops at a hydrant or valve;
- Surface sewers (outfall) run from west to east along the roadway (Lotus Way) through the centre of the Property and in to and out of the pond shown on the plan of on the Property;
- Foul sewer pipes run horizontally and vertically across and through the centre of the Property meeting at the public pumping station marked red on the map just below the area of land owned by Anglian Water
- Anglian Water manage sewage and foul water for the area;
- Affinity Water supply fresh water to the area;
- The nearest sewage treatment works is called Jaywick New STW (Anglian Water Services Limited).

8.5 Flood risk search

A flood risk search gives a high level assessment of the risk to the Property from the four main types of flooding (river, coastal, groundwater and surface water). It is important to know this information before committing to buy a property, as it can affect the value of the Property and the terms of your buildings insurance for Property.

The flood risk search was provided by Argyll on 13 April 2017. As you will have expected based on purchases of previous land in the vicinity of the Property, the result of the search revealed the Property is at moderate risk of flooding, except if defences fail or are overtopped when the risk would be high. The search revealed the particular following information:

- Entire site is within a Flood Zone 3;
- There is a water feature located within or adjacent to the site and it is the responsibility of landowners to maintain watercourses including adjoining ones (Riparian Ownership as explained previously when purchasing other sites in the area);
- There is an underground river to the south of the Property;

The flood risk search can be provided at your request but you are already aware that the Property is at risk from flooding and that development of the site will require special measures to be taken in this

respect including but not limited to a detailed Flood Risk Assessment being prepared. The risk of flooding is mitigated to some extent by the existence of flood defences.

We understand you are also aware that the results of the search may affect the value of the Property and the terms and cost of any buildings and contents insurance policy. Please ask should you have any further enquiries about the result of this search but it is understood a more detailed analysis of the flood risks was acquired from Argyll in relation to all of the land previously purchased by the Council which could be used to inform your understanding of the risks associated with the Property.

8.6 Environmental search

If a local authority determines that land is contaminated, and the party who caused or knowingly permitted the contamination cannot be found, the current owner or occupier of the land may be required to remedy the contamination. This can be an expensive process, so it is important to assess the risk of land being contaminated before committing to buy a property.

An environmental data search can be used to establish the risk of land being contaminated, by collating information from regulatory bodies, floodplain data and a review of current and historic land uses. This type of search is also known as a “desktop search”. An environmental data search does not include a site visit or testing of soil or groundwater samples.

The environmental data search was provided by Landmark on 12 April 2017. The result of the search showed that the Property is unlikely to be classed as contaminated land which accords with the visual basic evaluation by the valuer. Otherwise it highlighted the only other area of note being the geological data which highlighted potential for collapsible ground stability hazards, running sand ground stability hazards of shrinking or swelling ground stability hazards with the risks being listed as moderate; we understand that seems to accord with previous investigations of sites in the vicinity previously bought by the Council and with what the valuer has mentioned in their report so should not cause immediate concern at that stage but you are aware it may lead to increased development costs.

The Seller has indicated they are not aware of any hazardous or potentially hazardous uses on the site.

8.7 Chancel repair search

A chancel repair search shows whether the owner of a property may be liable to contribute towards the cost of repairs to the chancel of a parish church. We would advise you not to contact any parish churches directly in relation to chancel repair liability, as this may limit the availability of indemnity insurance.

The chancel repair search was provided by CLS Risk Solutions on 13 April 2017. The result of the search showed that the Property is within the historical boundary of a parish which continues to have a potential chancel repair liability.

REDACTED

8.8 Land Registry official search

A Land Registry official search shows whether the register for a property has changed since the copy of the register was originally issued to the buyer's solicitor. The search also gives the applicant a "priority period". Any new entries that are registered in the priority period will not bind the applicant, as long as the Land Registry receives their application for registration within the priority period.

The result of our Land Registry official search did not show any entries that adversely affect the Property.

The priority period of our Land Registry official search expires on 26 September 2017.

9. REPLIES TO PRE-CONTRACT ENQUIRIES

The Seller declined to answer the standard Commercial Property Enquiries but has answered all specific enquiries raised. We suggest the following information, provided by the Seller in their replies to our pre-contract enquiries, is of note:

9.1 Public Garden (including seating area):

The Seller is not aware of any problems with the use of the area including disputes, claims, actions, demands or complaints including but not limited to those relating to anti-social behaviour; they were unable to confirm whether it was designated open space and/or whether any signage relating to access and rights of the public over the area exists; they do not intend to remove any of the benches or recreational furniture forming the community garden/public seating area.

A site visit could establish/clarify the position with the use/advertised use of the area prior to completion.

We suggest you discuss how this part of the Property will be maintained post-acquisition with the Head of Public Realm: the Seller initially advised that the Garden was maintained by the community but then stated that the 'Brooklands Gardens' has been maintained by The Guinness Partnership on an ad hoc basis using an external contractor; there are no contacts in place for this."

9.2 Rights of Anglian Water:

The Seller is not aware of any disputes, claims, actions, demands or complaints outstanding or previously with Anglian Water regarding their access over the Property.

9.3 The Seller states there are no general actions disputes, claims, actions, demands or complaints that they are aware of in respect of the Property.

9.4 Boundary Features:

The Seller advises they have not altered the position of any boundary features and have solely maintained them and regarded them as their responsibility.

9.5 The Seller states it is not aware of any rights benefitting the Property, or burdening it, subject to those which are mentioned above, although they draw specific attention again to the public use of the Public Garden which they do not monitor or control.

9.6 The Seller has advised it is not aware that it has any information on the various restrictive covenants mentioned above and confirm they did not obtain any indemnity/insurance cover in respect of the same.

10. INSURANCE

You will take the risk in the Property from the date that the Contract is exchanged. This means that if the Property is damaged or destroyed between exchange and completion you will still be obliged to buy the Property for the price stated in the Contract. We will notify TDC's Insurance Department of the need to put the Property "on risk", including cover for public liability from exchange of contracts.

11. SDLT

The purchase of the Property will not be subject to SDLT nor will an SDLT return need to be submitted to HMRC because the chargeable consideration (purchase price) for the property is below £40,000.00.

12. AUTHORITY TO PURCHASE

We understand that in line with the Council's Constitution, specifically the Property Dealing Procedure contained in Part 5 – Rules of Procedure, Property Dealing Procedure, 5.59 to 5.61 an initiation report was made to the relevant Portfolio Holder in November 2015. Since that time, and on the assumption that the acquisition land is valued at less than £50,000.00, it would have been usual for there to be a Decision of the relevant Portfolio Holder to complete the acquisition subject to the due diligence process followed by an Officer Decision, as delegated by the Portfolio Holder, on the final terms of the deal. However, as the Council was considering purchasing two properties in the vicinity to add to its portfolio of property in the Jaywick area the Decision of the Portfolio Holder was instead made a Decision of the Council's Cabinet on 26 May 2017.

Cabinet authorised the Corporate Directors (Corporate Services) and (Operational Services), in consultation with the Leader of the Council, the Council's Section 151 and Monitoring Officers to complete the acquisition of the sites on terms set out in the report and on such other terms and conditions that they consider appropriate. Therefore the final step from a governance point of view before contracts can be exchanged is an Officer Decision, made and published, following consultation with aforementioned Officers.

14. CONCLUSION

Subject to the matters referred to in this report and to any issues arising out of the outstanding matters listed in the Schedule, we are of the opinion that upon completion of the purchase of the Property and registration at the Land Registry you will obtain a good and marketable title to the Property.



Charlotte Parker
Solicitor (Property, Planning and Governance)
Legal Services

Dated.....16 August 2017.....

**SCHEDULE 1
OUTSTANDING MATTERS**

1. Results of the second Index Map Search
2. Replies to final enquiries on the amendments to the Contract and the transfer deed

REDACTED

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