ITEM DEALT WITH UNDER DELEGATED POWERS

NOT FOR PUBLICATION BY VIRTUE OF PARAGRAPH 3 OF SCHEDULE 12A TO THE LOCAL GOVERNMENT ACT 1972

Portfolio: Resources

Proposal: Delegated approval is sought to acquire land.

Property:	Land at Ellison Fold (Baileys Field) Darwen
Vendor:	Landeer Investments Ltd
Tenure:	Freehold
Current Use:	Open space/grazing land

Detail:
The land shown edged red on the attached plan is required to facilitate the construction of a new link road from Marsh House Lane to Ivinson Close, Darwen as part of the wider Darwen East Development Corridor.

Following negotiations with the owners agent, Lea Hough & Co, the following terms have been provisionally agreed:

Vendor
Landeer Investments Ltd

Purchaser
Blackburn with Darwen Borough Council, Town Hall, King William Street, Blackburn. BB1 7DY

Description
Open space/grazing land forming part of Baileys Field situated off Marsh House Lane, Darwen (shown edged red on the attached plan) and comprising 2.9 ha (7.15 acres) or thereabouts.

Tenure
Freehold

Purchase Price
£1.00 (one pound).

Use
Highway construction.

Disposal Mechanism
The purchaser will be required to enter into a Contract with the vendor Conditional on the receipt of satisfactory planning permission and confirmation from the purchaser that funding is available to procure delivery of the whole of the Link Road Works.

The contract will have a target date of 6 months from the date of exchange with an ultimate long stop date of 12 months in which to satisfy the above conditions.

Completion of the land transfer will take place as soon as the purchaser has discharged the Conditions referred to above.

Construction Programme
The target date for the commencement of the link road works will be 2 months following

HEADS OF TERMS FOR A CONDITIONAL CONTRACT TO ACQUIRE LAND AT ELLISON FOLD, DARWEN

Subject to Contract

These Heads of Terms are not, in themselves, intended to be legally binding on either party

Seller	Landeer Investments Ltd
Buyer	Blackburn with Darwen Borough Council
Seller's Agent	David Bailey, Lea Hough & Co, 8 Eaton Avenue, Matrix Office Park, Buckshaw Village, PR7 7NA
Seller's Solicitor	Tim Hollingsworth, Forbes Solicitors, 4 Wellington Street (St Johns) Blackburn, Lancashire, BB1 8DD
Buyer's Solicitor	TBC
Property	The land at Ellison Fold comprising c2.9 Ha or thereabouts and shown edged red on the attached Plan 1.
Purchase Price	£1
Tenure	Freehold
Possession	Vacant possession to be given on completion. The Seller will be responsible for liaising with his tenant farmer/licensee to remove all livestock from the works prior to the start on site. The Buyer shall be responsible for erecting a stock proof fence along the line A-B on Plan 1.

Recital

The Buyer has submitted a planning application for Property. The application is in the form shown in Plan 2.

The application is for the construction of a road, footpaths, service strips, associated drainage, attenuation and landscaping ("the Link Road Works").

Following submission the Buyer will diligently pursue the planning process and reply to all/any enquiries and make any necessary alterations to the application timeously and without undue delay.

The Seller or his representative shall be kept informed of material developments associated with the planning application and will be invited to attend any planning or strategic meetings. The Buyer will provide copies of all planning documents and relevant related correspondence to the Seller within 5 working days of their production.

The contract will have a target date of 6 months from the date of exchange which may be extended if the delays are beyond the control of the Buyer.

The contract shall have an ultimate longstop date of 12 months from the date of exchange. If Completion has not occurred by the longstop date either Party may terminate the agreement.

Reports

All technical surveys and reports procured by the Buyer shall be instructed in the joint names of the Buyer and the Seller and copies shall be provided to the Seller's Agent when within 5 days of being issued to the Buyer.

The reports shall be capable of at least one assignment by the Seller in the event this Agreement is not completed.

Satisfactory Planning Permission

The Buyer will, within 10 working days from receipt of planning consent, confirm to the Seller whether the permission is satisfactory or otherwise. The suitability of the planning consent shall be at the Buyer's sole discretion.

Completion Provisions

Completion of this agreement shall be conditional upon:

- Title
- The receipt of Satisfactory Planning Permission.
- Confirmation from the Buyer that funding is available to procure the delivery of the whole of the Link Road Works.

The Buyer intends to submit the application for Full Approval to the Lancashire Enterprise Partnership (LEP) in November 2017. Approval from the LEP is expected January 2018 enabling drawdown of funds and a target start on site with effect from February 2018.

Buyer's Obligations

Following completion, the Buyer will construct the Link Road Works as detailed in the specification attached (TBC).

The target date for Commencement of the Link Road Works shall be 2 months of completion.

There shall be an ultimate long stop date for commencement of the Link Road Works of 6 months from completion. In the event the Link Road Works are not commenced by the ultimate long stop date the Seller may buy back the Property for £1.

The Link Road Works shall be completed by the Buyer within 18 months of commencement. The Link Road Works shall be considered to be complete by the parties when a Completion Certificate has been issued to the Buyers Main Contractor by the Buyers Project Director under the NEC3 Contract let by the Buyer for the Link Road Works. Completion shall be subject to a 12 month defects period.

If the Link Road Works have not been completed the Seller shall be able to require the Buyer to immediately complete the outstanding items. If the works are not completed within a reasonable timeframe the Seller may exercise step-in rights to complete the works at the cost of the Buyer.

The Link Road Works shall be undertaken to adoptable standards and the Buyer shall undertake them in a good and workmanlike manner causing as little damage to the Property and the Seller's Retained

Land (edged blue on Plan 1) as possible. At the end of construction the Buyer shall at their cost reinstate the Seller's Retained Land to an appropriate standard.

Following completion of the Link Road Works, the Buyer will procure adoption of the road and verges as soon as reasonably practicable. Until such time as the road is adopted the Buyer shall maintain the road in adoptable condition and the Seller shall have all necessary rights of access/maintenance/repair etc across the Property and any infrastructure constructed thereon. Such rights shall be reserved in the transfer documents.

For the avoidance of doubt, such rights shall extend across that part of the Buyer's Retained Land edged red on Plan 2 to Marsh House Lane.

The Link Road Works shall include for:

- two new access points into the Seller's Retained Land. The Buyer shall be responsible for ensuring/guarantee that such access points shall be constructed to adoptable standards and will be of sufficient width/radii to enable the comprehensive residential (and ancillary uses) development of the Seller's Retained Land.

- the Seller's Retained Land being able to directly access individual housing plots from the eastern boundary of the road (i.e. provide frontage access for the Seller's Retained Land).

Following completion of the works it is anticipated that the limit of adoption will include a 2m wide strip of the verge between the eastern side of the new road and the Sellers retained land for a future pedestrian footpath which may be installed by future developers. The unadopted part of this verge can be transferred back to the Seller for £1 and will provide a direct access for the individual house plots onto the new road.

- provide suitable service connection points at the new access points along with ducts under the new road that are capable of enabling the Seller's Retained Land to freely access the service strip.

- a service strip to the western edge of the road which is capable of carrying the necessary services for the residential development of the Seller's Retained Land.

- attenuation areas to the west of the road that are accessible and available for use by the Seller's Retained Land.

For the avoidance of doubt the attenuation ponds currently shown on the planning drawings are sufficient for the highway drainage only. Areas are available to the north and south of the Buyers retention pond for the construction of attenuation areas for future developments. 5 No pipes have been included beneath the carriageway (crossing east to west) for future developers to use.

Indemnity

The Buyer shall be wholly responsible for the construction of the road and ancillary works and shall indemnify the Seller against any damage or claims caused as a consequence of the works.

Excess Land

Any land forming part of the Property which is subsequently outwith the extent of adoption may be transferred back to the Seller for £1 at their request. For the avoidance of doubt such land may be drawn down in phases should the Seller so require.

The Seller shall also retain all necessary rights across the Property for access and servicing the Retained Land.

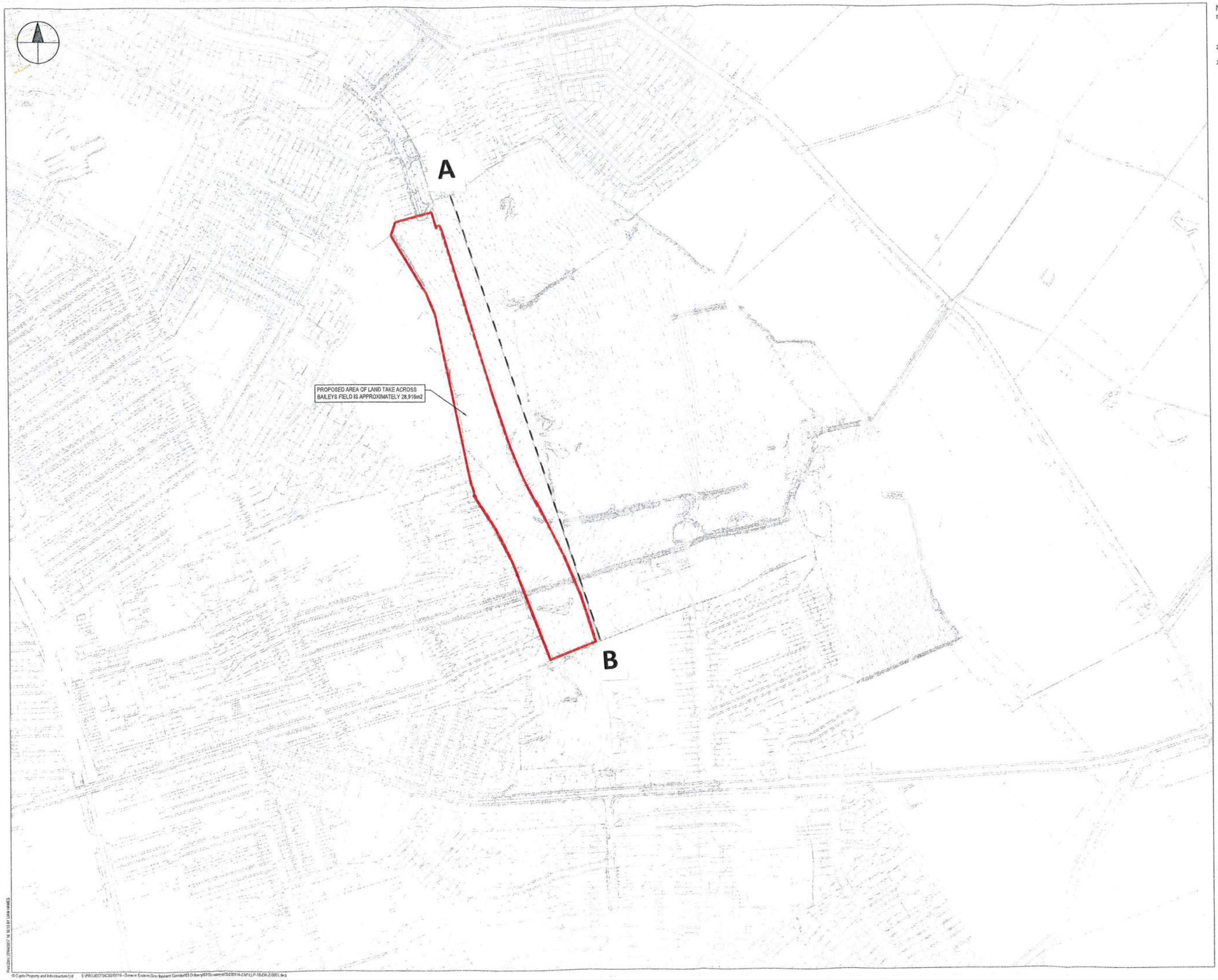
No Ransom

The Parties agree that there shall be no ransom between them for the delivery of the Road Works and the subsequent development of the Retained Land, with the Parties to work together to ensure an encumbered access is available for both the Seller and the Buyer's Retained Lands from Ivinson Road to Marsh House Lane.

Fees

The Buyer will pay the Seller's Agents Fee £5000 plus VAT (50% invoiced on exchanged with the remainder on completion subject to an agreed hourly rate) on completion and the Legal Fees of [ ] plus VAT on exchange having provided an undertaking to the Seller's Solicitor for such on agreement of these Heads of Terms.

For the avoidance of doubt such fees shall not be deductible from the Purchase Price.



NOTES:

1. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL OTHER RELEVANT DRAWINGS. ANY DISCREPANCIES ERRORS OR OMISSIONS TO BE BROUGHT TO THE ATTENTION OF CAPITA.
2. ALL DIMENSIONS TO BE CHECKED BEFORE COMMENCEMENT OF WORK ON SITE.
3. ALL DIMENSIONS IN METRES UNLESS OTHERWISE STATED.

Rev	Drwn. Chk'd App'd	Description	Date

Purpose of Issue
ISSUED FOR INFORMATION

Classification
COMMERCIAL IN CONFIDENCE

Client
BLACKBURN WITH DARWEN B.C
TOWN HALL
BLACKBURN BB1 7DY

Project
DARWEN EAST DEVELOPMENT CORRIDOR

Drawing
PROPOSED LAND ACQUISITION BAILEYS FIELD BETWEEN MARSH HOUSE LANE AND IVINSON ROAD

Scale @ A1	Drawn	Checked	Approved
1:2000	LAH	APN	AMB

Project No.	Date
CS/090114	28-APR-2017

Drawing Identifier
Project - Originator - Zone - Level - File Type - Role - Number
CS090114 DEDC-CAP-LLP-1B-DR-Z-0001

BS1192 Compliant revision
P01

CAPITA
Highways
CastleWay House, 17 Preston New Road, Blackburn, BB2 1AU
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www.capitaproperty.co.uk
Capita Property and Infrastructure Ltd.

ITEM DEALT WITH UNDER DELEGATED POWERS

NOT FOR PUBLICATION BY VIRTUE OF PARAGRAPH 3 OF SCHEDULE 12A TO THE LOCAL GOVERNMENT ACT 1972

Portfolio: Resources

Proposal: Delegated approval is sought to acquire land.

Property:	Land at the junction of Oak Grove/Moor Lane, Darwen
Vendor:	Together Housing Group
Tenure:	Freehold
Current Use:	Open space/highway verge

Detail:
The land shown coloured red on the attached plan is required to facilitate a junction improvement as part of the wider Darwen East Development Corridor. Although the land would appear to form part of the adopted highway it is within the ownership of the Together Housing Group.

Following negotiations with the Together Housing Group and based on their Independent Valuation of the land the following terms have been provisionally agreed:

Vendor
Together Housing Group

Purchaser
Blackburn with Darwen Borough Council, Town Hall, King William Street, Blackburn. BB1 7DY

Description
Open space/highway verge at the junction of Oak Grove/Moor Lane, Darwen, shown coloured red on the attached drawing, and comprising 60.40 square metres (72.25 square yards) or thereabouts.

Tenure
Freehold

Purchase Price
£100 (one hundred pounds).

Use
Highway improvements.

Reinstatement
Any damage caused to the adjoining footpath as a result of these works will be reinstated by the Council as highway authority.

Costs
Surveyors fees – Together Housing Group will be responsible for their own fees.
Legal costs – The Council will be responsible for the payment of Together Housing Groups reasonable legal costs.

The relevant expenditure code is DDX63

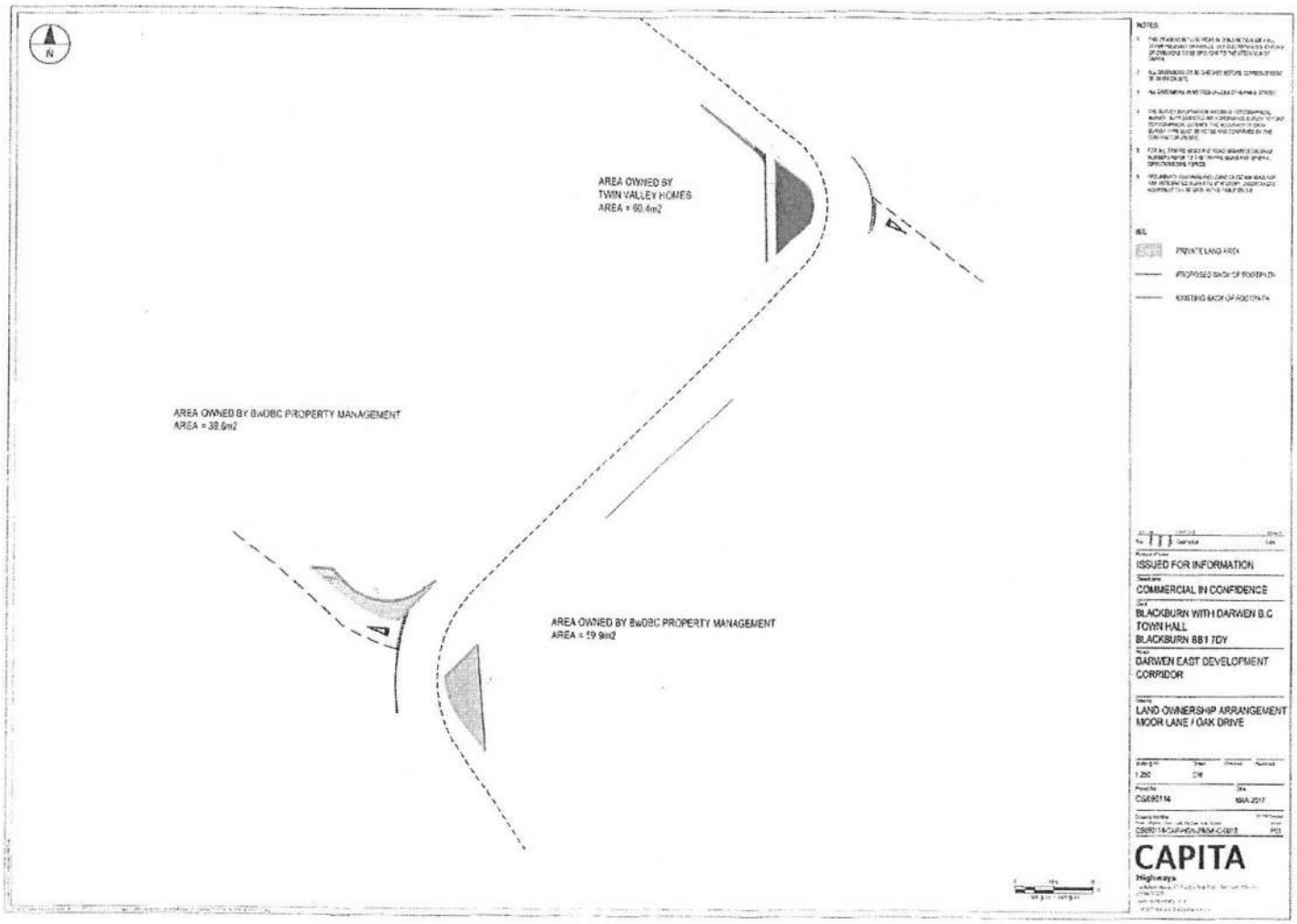
Recommendation:
The Councils Solicitor, (Head of Legal Services) agrees the terms outlined in this report.

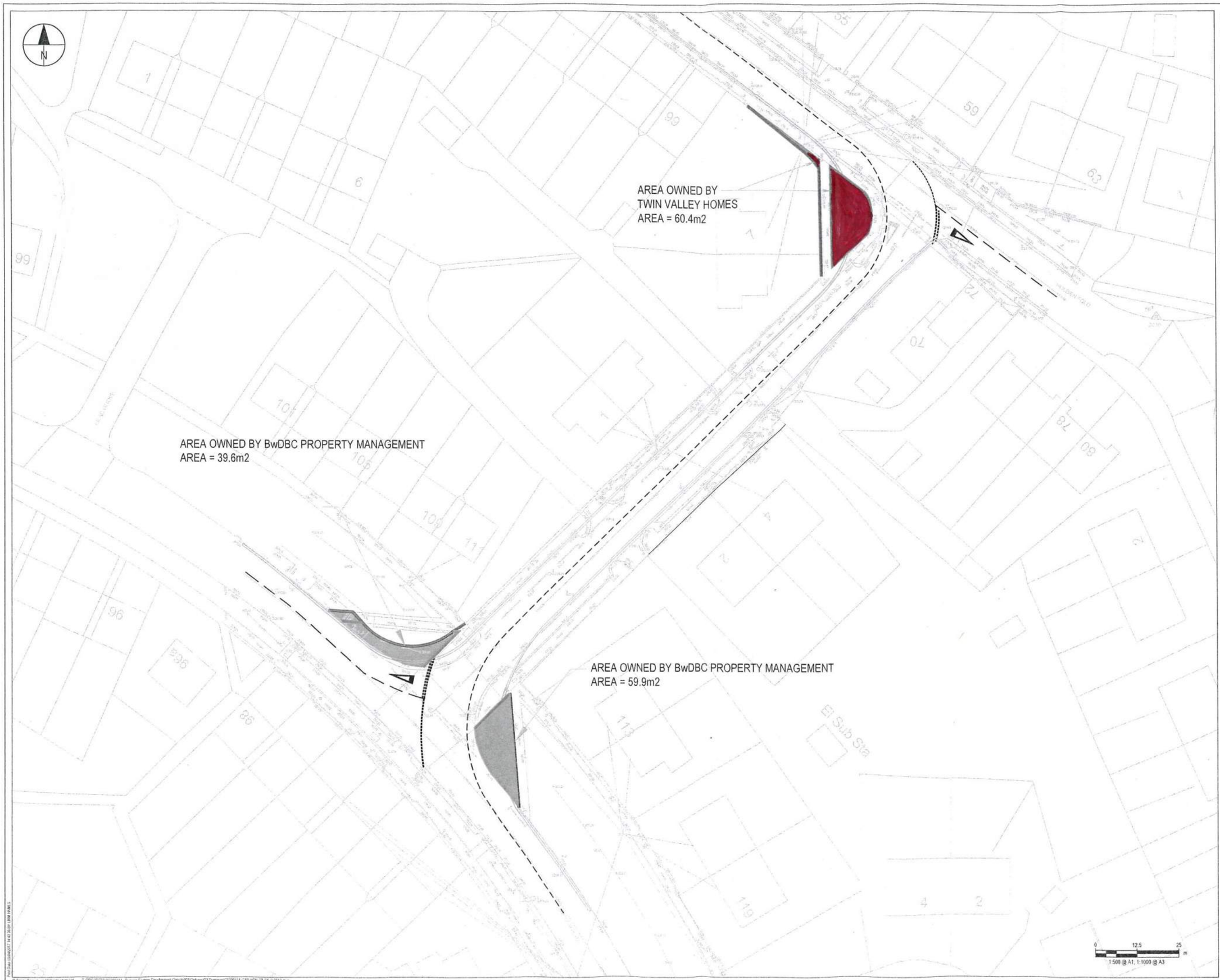
Property Holding Portfolio: Resources **Mobile:** 07500 125776 **File No.** TJ/Prop

Contact: Trevor James

Signed: ..... **Date Prepared:** 4th May 2017

Growth & Prosperity Department	
Approved by Head of Property & Development:	
Signed: pp Lee Kinder	**Date:** 5/5/17
Approved under Delegated Powers:	
Signed:	**Date:** 8/5/2017
Report to: Resources Portfolio Member/ Regeneration SPT	


N
AREA OWNED BY
TWIN VALLEY HOMES
AREA = 60.4m2
AREA OWNED BY BwDBC PROPERTY MANAGEMENT
AREA = 39.6m2
AREA OWNED BY BwDBC PROPERTY MANAGEMENT
AREA = 59.9m2
NOTES
PRIVATE LAND AREA
PROPOSED BACK OF FOOTPATH
EXISTING BACK OF FOOTPATH
ISSUED FOR INFORMATION
COMMERCIAL IN CONFIDENCE
BLACKBURN WITH DARWEN B.C
TOWN HALL
BLACKBURN BB1 7DY
DARWEN EAST DEVELOPMENT
CORRIDOR
LAND OWNERSHIP ARRANGEMENT
MOOR LANE / OAK DRIVE
1:250
CW
CS/95114
MAR 2017
CS/95114-CAPHOL/NEM-C-0013
P01
CAPITA
Highways



NOTES:

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2. ALL DIMENSIONS TO BE CHECKED BEFORE COMMENCEMENT OF WORK ON SITE.
3. ALL DIMENSIONS IN METRES UNLESS OTHERWISE STATED.
4. THE SURVEY INFORMATION SHOWN IS TOPOGRAPHICAL SURVEY, SUPPLEMENTED WITH ORDINANCE SURVEY BEYOND TOPOGRAPHICAL EXTENTS. THE ACCURACY OF EACH SURVEY TYPE MUST BE NOTED AND CONFIRMED BY THE CONTRACTOR ON SITE.
5. FOR ALL TRAFFIC SIGNS AND ROAD MARKINGS DIAGRAM NUMBERS REFER TO THE TRAFFIC SIGNS AND GENERAL DIRECTIONS 2016 (TSRGD)
6. PRELIMINARY COSTINGS INCLUDING C3 ESTIMATIONS FOR ANY ANTICIPATED WORKS TO STATUTORY UNDERTAKERS EQUIPMENT CAN BE SEEN IN THE TABLE BELOW.

KEY:

PRIVATE LAND AREA

PROPOSED BACK OF FOOTPATH

EXISTING BACK OF FOOTPATH

Rev	Drwn	Chk'd	App'd	Description	Date
P01	CW			FIRST ISSUE	20-Feb-17

Purpose of Issue
ISSUED FOR INFORMATION

Classification
COMMERCIAL IN CONFIDENCE

Client
BLACKBURN WITH DARWEN B.C
TOWN HALL
BLACKBURN BB1 7DY

Project
DARWEN EAST DEVELOPMENT CORRIDOR

Drawing
LAND OWNERSHIP ARRANGEMENT
MOOR LANE / OAK DRIVE

Scale @ A1	Drawn	Checked	Approved
1:250	CW		

Project No.	Date
CS/090114	MAR-2017

Drawing Identifier (BS1192 Compliant)
Project - Originator - Zone - Level - File Type - Role - Number — revision
CS090114-CAP-HGN-2B-SK-C-0012 — P01

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Capita Property and Infrastructure Ltd.

CAPITA

Jacqui Daniel
Sales Advisor
Together Housing Group
Prospect House
Wharf Street
Blackburn
BB1 1JD

Date: 26th April 2017
My Ref: TJ/Prop
Your Ref:
Please Ask For: Trevor James
Telephone: 07500 125776
Email: trevor.james@capita.co.uk

Dear Jacqui,

Without Prejudice and Subject to Contract

Re: Land at the Junction of Oak Grove/Moor Lane - Darwen East Development Corridor

I refer to our recent email exchanges and understand that the Council's proposed purchase of the above area of land has been approved by your Board, subject to agreement on the Heads of Terms.

I appreciate it is a requirement on Together Housing's part that it will need to appoint a registered valuer to provide you with an independent valuation of the land. However, as agreed in our email exchanges the Heads of Terms would be issued direct to you in the first instance and in this respect I would propose the following:

Vendor
Together Housing Group

Purchaser
Blackburn with Darwen Borough Council, Town Hall, King William Street, Blackburn. BB1 7DY

Description
Highway verge/open space situated at the junction of Oak Grove /Moor Lane, Darwen (shown coloured red on the attached drawing) and comprising 60.40 square metres or thereabouts.

Tenure
Believed freehold

Purchase Price
Given its location and site area the land has no development potential and for all intents and purposes it is highway verge. Taking this into consideration and the fact that the land is a liability in terms of annual maintenance I have based my valuation on the lower rate for open space. Consequently, my opinion of market value is £75.00 (seventy five pounds).

Use
The land shall be used for highway purposes only as part of the wider Darwen East Development Corridor scheme. Following the junction improvement the land will be included as part of the adopted highway. The proposed junction improvement is shown on the attached drawing.

Reinstatement
Any damage caused to the adjoining footpath as a result of these works will be reinstated by the Council as highway authority

Costs.
The Council will be responsible for the payment of your surveyors fees and reasonable legal costs incurred in this transaction.

I look forward to receiving your reply as soon as possible but please do not hesitate to ring or email me for further information.

I thank you for your assistance in this matter.

Yours faithfully,

Trevor James
Principal Surveyor

completion of the land transfer but with an ultimate long stop date of 6 months. In the event that the road works are not commenced by the ultimate long stop date the vendor may buy back the property for £1.00 (one pound).

The link road works shall be completed by the purchaser within 18 months of commencement.

Possession
Vacant possession will be given on completion. The vendor will be responsible for liaising with his tenant farmer/licensee to remove all livestock from the land prior to the start on site to enable the purchaser to erect a stock proof fence along the broken black line between the points marked A-B on the attached plan. The exact position to be confirmed or agreed on site with the vendors agent.

Indemnity
The purchaser will be wholly responsible for the construction of the road and ancillary works and shall indemnify the vendor against any damage or claims caused as a consequence of the works.

Costs
Surveyors fees – The purchaser will be responsible for the payment of the vendors surveyors fees estimated at £5,000 plus VAT. 50% (£2,500) will be payable on exchange of the Contract and the remainder (to be confirmed) on completion of the land transfer.
Legal costs – The Council will be responsible for the payment of the vendors reasonable legal costs.

The relevant expenditure code is DDX63

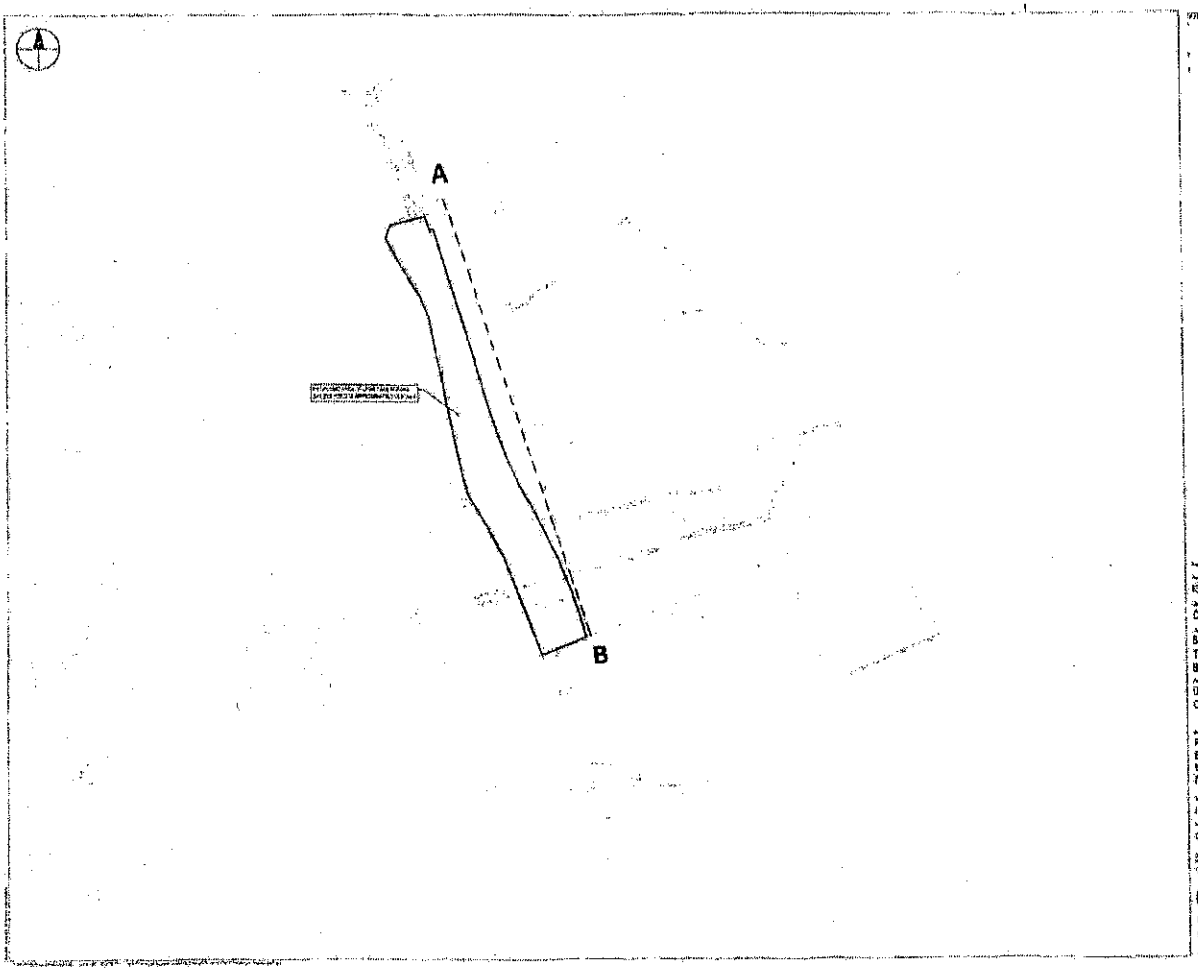
Recommendation:
The Councils Solicitor, (Head of Legal Services) agrees the terms outlined in this report.

Property Holding Portfolio:
Resources

Contact:
Trevor James, Principal Surveyor **Mobile:** 07500 125776 **File No.** TJ/Prop

Signed: ..... **Date Prepared:** 29th August 2017

Growth & Prosperity Department	
Approved by Head of Property & Development:	
Signed: PP Lee Kinder	**Date:** 1/9/17
Approved under Delegated Powers:	
Signed: Stan Rabofsky	**Date:** 8/9/17
Report to: Resources Portfolio Member/Regeneration SPT	



ISSUED FOR INFORMATION

COMMERCIAL IN CONFIDENCE

BLACKBURN WITH DARWEN B.C
TOWN HALL
BLACKBURN BB1 7DY

DARWEN EAST DEVELOPMENT CORRIDOR

PROPOSED LAND ACQUISITION
BAILEYS FIELD BETWEEN,
MARSH HOUSE LANE AND
IVINSON ROAD

CAPITA
Highways